

4/22/86

PD-ABT-205

AWARD/CONTRACT

1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350) RATING **87352** PAGE OF PAGES 1 | 44

2. CONTRACT (Proc. Inst. Ident.) NO. **AFR-0974-C-00-6029-00**

3. EFFECTIVE DATE **See Block 20C.**

4. REQUISITION/PURCHASE REQUEST/PROJECT NO. **PIO/T 625-0974-3-6617010**

5. ISSUED BY **Agency for International Development
Office of Acquisition and Assistance Management
Overseas Division, Africa Branch
Washington, D.C. 20523**

6. ADMINISTERED BY (If other than Item 5) **Technical Office-AFR/SWA**

7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, State and ZIP Code):
**Experience Inc.
1725 K Street, NW
Washington, D.C. 20006**

8. DELIVERY FOB ORIGIN OTHER (See below)

9. DISCOUNT FOR PROMPT PAYMENT **N/A**

DUNS: **020290383**

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

11. SHIP TO/MARK FOR **See Schedule**

12. PAYMENT WILL BE MADE BY **Office of Financial Management
A.I.D.
Washington, D.C. 20523, Attn: FM/PAFD**

13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:
 10 U.S.C. 2304(c)(1) 41 U.S.C. 253(c)(1) 5

14. ACCOUNTING AND APPROPRIATION DATA **72-11X1012
GSHX-86-31625-KG14**

15A. ITEM NO.	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
See Schedule					
Obligated Amount \$2,800,000.00 Total Estimated Cost Plus Fixed Fee \$8,847,800.00					

PREVALIDATED ON PAGE 22

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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 nine 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): **Robert A. Delamarre, Sr. V.P.**

19B. NAME OF CONTRACTOR: **Robert A. Delamarre**
(Signature of person authorized to sign)

19C. DATE SIGNED: _____

20A. NAME OF CONTRACTING OFFICER: **Stephen A. Dean** (pfn)

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

20C. DATE SIGNED: **4/22/86**

SECTION BSERVICES AND COSTS1. SERVICES

For the period specified in Section F of this contract, the Contractor shall provide the services described in Sections C, D, F, and H of this contract, for the estimated cost plus fixed fee shown below.

2. ESTIMATED CONTRACT COST AND FINANCING

(a) The total estimated cost for performance of the work required hereunder \$8,282,501. The fixed fee is \$565,299. The total estimated cost plus fixed fee is \$8,847,800.

(b) The amount of funds currently obligated to this contract for performance hereunder is \$2,800,000. This amount is anticipated to be sufficient through approximately January 1, 1988. The Contractor shall not exceed this amount unless authorized by the Contracting Officer pursuant to the clause of this contract entitled "Limitation of Cost" (FAR 52.232-20) or "Limitation of Funds" (FAR 52.232-22), as applicable (see Section I of this contract).

3. BUDGET

(a) The following itemized budget sets forth the estimates for reimbursement of dollar costs for individual line items of cost and the fixed fee. Without the prior written approval of the Contracting Officer, the Contractor may not exceed the total estimated cost set forth in the budget hereunder or the obligated amount (see part 2 above), whichever is less. Without the prior written approval of the cognizant AID Project Officer, the Contractor may not exceed the estimated dollar cost for any individual line item of cost shown below by more than 15% of such line item, except for (a) indirect costs, which are governed by Part 5 of this Section B; and (b) salaries and wages, which may not be exceeded unless approved by the Contracting Officer. The fee is fixed.

(b)

Itemized Budget
(05/01/86 - 06/30/90)

<u>Category</u>	<u>Budget Amount</u>
Salaries and Wages	\$2,777,745
Fringe Benefits	88,400
Overhead	1,285,607
Sahelian Short-term Specialists	206,800
Travel, Transportation, & Per Diem	1,050,775
Allowances	885,982
Field Office Support	1,020,000
Nonexpendable Equipment & Commodities	360,000
Participant Training	470,000
Other Direct Costs (Includes DBA)	137,192
TOTAL ESTIMATED COST	<u>\$8,282,501</u>
Fixed Fee	565,299
TOTAL ESTIMATED COST PLUS FIXED FEE	<u>\$8,847,800</u>

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

(c) The Contractor also 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.

4. 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>Type of Rate</u>	<u>Rate</u>	<u>Base</u>
Overhead (On-Site)	105%	Direct Salaries (Home Office Long-term Advisors Only) <i>Home</i>
Overhead (Off-Site)	60%	Direct Salaries (Country Team Leaders and Non-Sahelian Short Specialists Only) <i>Field</i>
Fringe Benefits	\$1,500 + 4%	Direct Salaries (Country Team Leaders Only)

5. 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) (i) The distribution base for establishment of final overhead rates is Direct Salaries as outlined above.

(ii) The distribution base for establishment of final G&A rates is Not Applicable.

(b) The Contractor shall make no change in his established method of classifying or allocating indirect costs without the prior written approval of the Contracting Officer.

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

<u>For Accounting Period Ending</u>	<u>G&A Rate</u>	<u>Overhead Rate</u>	
		<u>On-Site</u>	<u>Off-Site</u>
12/31/86	NA	105%	60%
12/31/87	NA	105%	60%
12/31/88	NA	105%	60%
12/31/89	NA	105%	60%
12/31/90	NA	105%	60%

(d) The Government shall not be obligated to pay any additional amount on account of indirect costs above the ceiling rates established herein.

This advance understanding shall not change any monetary ceiling, cost limitation, or obligation established in the contract.

6. COSTS REIMBURSABLE AND LOGISTIC SUPPORT TO THE CONTRACTOR

(a) United States Dollar Cost

Reimbursement of United States dollar costs incurred under this contract shall be paid to the Contractor as described in the clauses of this contract entitled "Allowable Cost and Payment" (FAR 52.216-07) and "Payment" (AIDAR 752.7003, Alternates 70 and 71), and shall be limited to reasonable, allocable, and necessary costs determined in accordance with the clause of this contract entitled "Allowable Cost and Payment" (FAR 52.216-07).

(b) Logistic Support

The Contractor is authorized to expend up to \$130,000 for household furnishings and appliances for the Team Leaders' residences, similar to that furnished to direct-hire USAID employees in each country. Accordingly, for the purposes of determining shipment and storage weight allowances in accordance with the clause of this contract entitled "Travel Expenses and Transportation and Storage Expenses" (AIDAR 752.7002, Alternate 73), basic household furniture will be considered as being supplied. The Contractor's non-Sahelian personnel and their dependents shall be entitled to use of the pouch (see the clause of this contract entitled "Use of Pouch Facilities" [AIDAR 752.7015]), and shall have access to the Embassy health room in each country, subject to rules and regulations in effect at the time. All other logistic support will be provided or arranged for by the Contractor.

(c) The costs of logistic support being provided by the Cooperating Country and/or the USAID Mission are not included in the budget of this contract and are in addition to U.S. dollar costs. Logistic support provided in the form of local currency shall be paid to the Contractor in a manner adapted to the local situation and as agreed to by the Mission Director, in writing. The documentation for such costs shall be on such forms and in such manner as the Mission Director shall prescribe.

(d) Where the Cooperating Country or the USAID Mission does not meet its commitment to provide the logistic support specified above, the Contractor shall immediately notify the Contracting Officer in writing. If failure to provide the logistic support is of such nature as to severely and adversely affect the performance or progress of this contract, the Contractor, after consultation with, and written approval of, the Mission Director, may utilize an amount not to exceed \$10,000 of budgeted U.S. dollars to cover critical, short-term emergency logistic support needs; provided however, that such

approvals shall not be construed as authorization to increase the total estimated cost or the obligated amount of this contract, whichever is less (part 2. above), which are subject to the clauses of this contract entitled "Limitation of Cost" or "Limitation of Funds", as applicable (see Section I of this contract). A copy of any approvals issued by the Mission Director pursuant to the foregoing shall be retained by the Contractor for audit purposes. Any resulting adjustment in the contract will be handled under the clause of this contract entitled "Changes - Cost Reimbursement, Alternate II" (FAR 52.243-02).

7. PAYMENT OF 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 to the total estimated cost, as amended from time to time; provided however, that whenever in the opinion of the Contracting Officer such payment would result in a percentage of fee in excess of the percentage of work completion, further payment of fee may be suspended until the Contractor has made sufficient progress, in the opinion of the Contracting Officer, to justify further payment of fee up to the agreed ratio; provided further, that after payment of eighty-five percent (85%) of the total fixed fee, the provisions of the clause of this contract entitled "Fixed Fee" (FAR 52.216-08) shall be followed.

SECTION CWORK STATEMENT1. OBJECTIVE OF THE PROJECT

The project objective is to improve the financial management capability of Sahelian host government ministries and other organizations in Burkina Faso, Cape Verde, Chad, Gambia, Mali, Mauritania, Niger, and Senegal. This includes, but is not limited to, ensuring that systems exist and trained personnel are available to manage AID funded projects to meet, at a minimum, the Foreign Assistance Act Section 121(d) requirements. In addition to improving the financial management of AID project funds, the project will work with both the private and public sectors to improve the financial management practice used in the host countries.

Concurrent with improving the financial management capability within the countries, the Contractor shall also provide support and encouragement to both the public and private sectors to institutionalize improved financial management practices.

The term "institutionalization" or "institutional development" refers to activities which build lasting capacity in financial management in USAID and host government mutually-defined priority areas over the life of the project and beyond. Activities may be undertaken, and capacity-building achieved, through both direct project activities and secondary project benefits, either planned or unplanned. A capacity can be said to be institutionalized when it is maintained by an organization or group because it meets functional needs and has been provided sufficient resources to continue. This does not mean the development of an institution, but rather, putting this capability within an existing organization or group. Some of the basic functions to be institutionalized are: basic accounting, asset management, financial reporting, and budgeting/planning.

At the end of the contract period, it is anticipated that the following five outputs will have been obtained:

(a) Accounts associated with A.I.D. projects and managed by host governments will meet USAID Controller accountability standards.

(b) Specialized financial management systems for selected projects will be in place and operational (e.g., inventory control, auditing/monitoring, budget development, etc.).

(c) Host country organizations and individuals will have assumed increasing responsibility for applying internationally acceptable financial management methods.

(d) Improved financial management planning will be incorporated into new development projects by selected host government agencies and institutions.

(e) The numbers of trained accountants and financial managers will have increased in each Sahelian country.

The process of institutionalizing improved financial management will vary from country to country, but must occur in all countries. Institutionalization of these practices must have occurred within one or more of the host country's organizations and preferably in several. Institutionalization will also have occurred within the private sector.

Four additional outputs are expected to be obtained during the contract period and the Contractor shall actively pursue their achievement. They are:

(a) Improved training curriculum in training institutions, both public and private, within the Sahel;

(b) Improved status of accountants and financial managers within the Sahel;

(c) Other donor organizations use the AID type of financial accountability to improve project management and use project resources more efficiently; and

(d) Host governments accept improved financial management practices to the extent that they use them in managing their own resources.

2. SCOPE OF WORK

(a) To achieve the above objectives and outputs, the Project design includes the following major inputs, all of which shall be the responsibility of the Contractor to implement:

(1) Long-term technical assistance for Burkina Faso, Chad, Gambia, Mali, Mauritania, Niger, and Senegal. This mainly takes the form of resident project teams (one financial management expert and up to two Sahelian accountants/financial managers per country) and a full-time project coordinator and a full-time training specialist/materials development expert. Long-term technical assistance will accomplish the following activities:

- (A) Design appropriate accounting and financial management systems;
- (B) Develop and disseminate suitable training materials and methods;
- (C) Train cooperating country personnel;
- (D) Assist in installation of the systems;
- (E) Facilitate the utilization of the accounting data in improved financial and program decision-making wherever possible; and
- (F) Encourage institutionalization of improved management practices in public and private sectors.

The situation varies from country to country, and individually tailored efforts have been developed. However, the central technical concepts and approaches to improvement can be applied systematically and flexibly through a regional effort. Long-term technical assistance staff will be located in Senegal, The Gambia, Mali, Burkina Faso, Niger, Chad and Mauritania. See also Part 4 of Section F of this contract.

(2) Short-term technical assistance. Short-term technical assistance will be provided for particular needs (e.g., inventory control, auditing). See also Part 4 of Section F of this contract.

(3) Workshops and seminars. This training will be provided in-country on a national level, as needed, and for specific groups of projects (e.g., training in inventory control for projects requiring this assistance). Workshops will focus on financial management training and utilize case situations from existing projects to develop financial management skills. It is planned that approximately 64 4-day workshops/seminars will be conducted, up to two per year for each country, for about 20 participants in each session. The cost of these seminars and participant support costs (i.e. travel, per diem), if any, will be paid by the Contractor, if other funding is not available and if approved by the cognizant AID/W Project Officer.

(4) Short-term training. This consists primarily of two to three month training courses for selected host government employees in Dakar, Senegal. These training courses will be directed specifically to developing work-related skills (not academic). Two emphases will be accounting training and mid-level financial management training. It is planned that 36 participants will attend this three-month course.

(5) Long-term training. Long-term training in the United States or a third country is only planned for one country, Chad (two person-years), but may also be provided to other countries as opportunities occur. Accordingly, AID reserves the right to increase the amount of long-term training. Any adjustment to the contract as a result thereof shall be handled in accordance with the clause of this contract entitled "Changes - Cost Reimbursement" (FAR 52.243.02, Alternate II).

(6) Commodity Procurement. In addition to expendable supplies and materials, nonexpendable equipment (see Part 6 of Section H of this contract) to be procured under the project are furnishings, equipment and supplies for the long-term experts and the offices of the in-country financial management teams. Major cost items are 7 vehicles plus spare parts, household equipment and furnishings (see Part 6 of Section B of this contract), and office equipment for each of the teams. Procurement of and payment for all items will be the responsibility of the Contractor.

3. SPECIFIC CONTRACT REQUIREMENTS

(a) General

The Contractor shall be responsible for all Project implementation actions and functions. These functions will include developing an overall Project work plan, and annual work plans covering all proposed Project activities both in the field and in the U.S.; preparing annual budgets for all proposed activities, by country and by type of Project activity; employing and supporting all Project personnel; conducting workshops/seminars and training activities financed by the Project; submitting required reports on Project substantive and financial activities; and developing internal systems for collecting, reporting and evaluating Project progress and problems.

Responsibilities of the Contractor can be grouped in five major categories:

(1) Overall project implementation planning, execution, and coordination.

(2) Provision, management, and support of all technical assistance (including Sahelian support staff) and training personnel in the field.

(3) Development and dissemination of training materials.

(4) Technical program guidance.

(5) Procurement of commodities.

(b) Specific

(1) Overall project implementation planning, execution, and coordination functions will include the following:

(A) Utilizing guidance from AID, prepare guidelines and an overall Project workplan, to be used also as a framework for country plans and activities.

(B) Coordinate planning to integrate country plans and actions into a master Project plan.

(C) Plan and coordinate long-term and short-term technical assistance and training inputs to ensure cost-effectiveness, technical quality, and consistency.

(D) Coordinate and manage/monitor the overall Project budget and financial reporting.

(E) Manage internal/formative evaluations of training and materials.

(E) Identify opportunities for multi-country Project efforts.

(2) Provision, management, and support of the technical assistance and training personnel will include the following specific responsibilities:

(A) Select and recruit long-term and short-term experts.

(B) Ensure adequate backstopping and support, both in the field as well as in the U.S., for long-term and short-term experts.

(C) Supervise all experts assigned.

(D) Coordinate TDY technical assistance between countries (to achieve cost reduction and effectiveness and to maintain technical quality).

(3) Training materials development and dissemination functions will include the following:

(A) Revise and upgrade existing training materials.

(B) Collect, translate and distribute additional training materials.

(C) Create new technical and training materials.

(4) Technical program guidance functions will include the following:

(A) Develop and upgrade technical assistance framework, approaches and methodologies.

(B) Provide orientations for long-term and short-term experts.

(C) Develop and upgrade in-country workshop designs.

(D) Design regional workshops, and provide a framework for maximum inter-country learning and sharing of experience.

(E) Conduct workshops/seminars in-country.

(F) Support short and long-term participants (including transportation and lodging/subsistence, when funding for such support is not provided from other sources), if approved by the cognizant AID/W Project Officer.

(5) Procurement of Commodities

(A) The Contractor is responsible for procuring all project financed commodities.

ORGANIZATION CHART

For Implementing the Sahel Regional Financial Management Project

Project Director

Trainer/ Training Materials Expert	Country Teams	Short-term Consultants	Administrative Assistant
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ORGANIGRAM

USAID

CONTRACTOR

SWA Project Office

Project Director

Mission Controller	Mission Project Mgr.	Admin	Trainer/ Materials	SRFMP T.L. SRFMP Assoc.
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Project Coordinator (Director) - reports to SWA project officer
 - receives reports from SRFMP Teams
 - travels to missions providing guidance

SRFMP Teams - coordinate with Mission Project Manager
 - coordinate with Mission Project Controller (in most cases, same as Project Manager)
 - send quarterly reports to Project Coordinator
 - send annual workplan (reviewed and concurred in by Mission project manager) to Project Coordinator

Trainer/Materials - travels to missions 50% - 60% of time doing training and disseminating materials
 - prepares 6 month regional workshops

Admin. Asst. - does logistic for Teams and short-term T.A.
 - collects reports
 - maintains files of short-term T.A.
 - maintains financial records (and prepares same)

SECTION D

PACKAGING AND MARKING

1. Pursuant to the clause of this contract entitled "Reports" (AIDAR 752.7026), the cover page of all reports prepared by the Contractor (see Section F of this contract) shall include the project name (Sahel Regional Financial Management II), the project number (625-0974), and the contract number.

2. All commodities purchased and shipped by the Contractor hereunder shall be marked in accordance with the clause of this contract entitled "Marking" (AIDAR 752.7009).

SECTION E

INSPECTION AND ACCEPTANCE

In accordance with the clauses of this contract entitled "Inspection of Services - Cost-Reimbursement" (FAR 52.246-05) and "Limitation of Liability - Services" (FAR 52.246-25), inspection and acceptance of all services and supplies required hereunder shall be made by the cognizant AID Project Officer.

SECTION FDELIVERIES OR PERFORMANCE1. PERIOD OF CONTRACT

The effective date of this contract is the date of the Contracting Officer's signature on the cover page, and the estimated completion date is June 30, 1990.

2. TECHNICAL DIRECTIONS

Performance of the work hereunder shall be subject to the technical directions of the cognizant AID Project Officer. 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, shall not change or modify them in any way, and shall not constitute changes (as described in the clause of this contract entitled "Changes - Cost Reimbursement" (FAR 52.243-02, Alternate II), which may only be accomplished by the Contracting Officer. The Contractor shall comply with the clause of this contract entitled "Notification Of Changes" (FAR 52.243-07).

3. REPORTS

In addition to the requirements of the clause of this contract entitled "Reports" (AIDAR 752.7026), the Contractor shall provide the following reports:

(a) Annually, each resident team will submit to the cognizant USAID Mission, to the Contractor's Project Director (see Part 4. of this Section F), and to the cognizant AID/W Project Officer, the yearly work plan, with which concurrence of the cognizant USAID Mission Director or his designee shall have been obtained by the Contractor. The work plan will include a budget, all needed short-term technical assistance, the organization(s) with which it will be working, content of all workshops/seminars, and allocation of the resident team's time.

(b) The Contractor's Project Director will submit to the field missions and the cognizant AID/W Project Officer, an overall project work plan with individual country work plans, concurrence with which the Contractor shall have obtained from the cognizant USAID Mission Director or his designee. This work plan will include a detailed budget for the year. This work plan will then be approved by the cognizant AID/W Project

Officer (with the concurrence of the cognizant USAID Mission Director or his designee) prior to implementation. Thus, the process shall start 4-6 months before the existing plan ends.

(c) During the first six months of the project, the Contractor's field teams and the home office will submit a projected four year plan for the project. Copies of the plan will be submitted to the cognizant USAID Mission Directors or their designees for their concurrence, and to the cognizant AID/W Project Officer for his/her approval.

(d) The four year plan will be updated at the time of submission of the annual work plan and will be submitted to the cognizant USAID Missions and the cognizant AID/W Project Officer for concurrence and approval as above.

(e) Financial (see the clauses of this contract entitled "Allowable Cost and Payment" [FAR 52.216-07] and "Payment" [AIDAR 752.7003, Alternates 70 and 71]) and progress (see the clause of this contract entitled "Reports" [AIDAR 752.7026]) reports are required not less frequently than quarterly from the Contractor's resident field teams, and will be sent to the Contractor's home office for consolidating with home office financial and progress reports. Such financial reports shall be submitted to the paying office indicated on the cover page of this contract, as well as the cognizant AID/W Project Officer. Such progress reports shall be submitted to the cognizant AID/W Project Officer.

(f) Any assessments or study performed will be submitted to the cognizant USAID Mission(s) and the cognizant AID/W Project Officer.

(g) All reports will be submitted in English, with three copies to the cognizant AID/W Project Officer, and three copies to each of the USAID Missions. Technical reports shall be submitted not later than 30 days following the end of the reporting period. The Contractor shall also submit financial reports to the paying office indicated on the cover page of this contract in accordance with the clause of this contract entitled "Allowable Cost and Payment" (FAR 52.216-07) and "Payment" (AIDAR 752.7003, Alternates 70 and 71).

4. PERSONNEL REQUIREMENTS

(a) The following is a description of personnel requirements and of the personnel to be provided by the Contractor hereunder:

(1) The Project Director (48 person-months) shall have primary responsibility for managing and supervising all Project activities of the Contractor, both in the field and in the United States. These activities will include all technical, strategic, financial, administrative, and logistics matters. He or she will be responsible for ensuring compliance with the terms of the contract, and will be the primary liaison with the AID/W Project Officer. He/she will supervise the recruitment and performance of all personnel assigned under the Project, both in the field and in the United States. He/she shall be an experienced financial manager (with a minimum of 15 years of managerial-level financial experience), have considerable experience in developing country environments, have a S-3, R-3 French language capability, and be familiar with AID financial management requirements and practices. He/she shall spend considerable time (approximately six months each year) in the Sahelian countries directly and substantively participating in, reviewing, and evaluating Project activities, and ensuring quality performance of the Contractor's resident field teams. The Project Director will be responsible for helping each USAID Mission to negotiate the country protocols (Limited Scope Grant Agreements) prior to arrival of the Contractor's field team leaders. He/she will also be in charge of selection of field team leaders and their pre-departure orientation and training.

(2) The Trainer/Materials Expert (48 person-months) will be responsible for ensuring that Project training activities are being conducted in a professional, effective manner, and that the materials provided under the Project are up-to-date, conform with AID financial requirements, and are effective for the field training and technical assistance programs being conducted under the Project. He or she shall have a good knowledge of accounting and management, experienced in current learning methods, curriculum design, and group dynamics. He or she should have at least 5 years of work experience in this area conducting seminars/workshops overseas, and shall have a S-3, R-3 French language capability, and shall also spend a considerable portion of his time (approximately six months each year) in the field in Sahelian countries.

(3) The Administrative Assistant (48 person-months) shall have responsibility for performing or arranging the recruiting, contracting, and assignment of all long-term and short-term personnel under the Project; monitoring accounting records and reports on Project activities; and arranging all administrative and logistics support for the Project. He or she should have experience as an office manager for at least five years, and be aware of, and sensitive to, administrative arrangements and problems in developing countries. He or she should have a S-3, R-3 French language capability, and be familiar with AID procurement regulations.

(4) Short-Term Specialists (51 person-months of non-Sahelian specialists, and 47 person-months of Sahelian specialists) shall be available to the Project Director, as needed, requested, and approved by the cognizant AID/W Project Officer, to provide advice and guidance on such matters as recruitment standards, personnel orientation, curriculum and workshop design, and developing internal project evaluation criteria and systems. French language capability at the S-3, R-3 level shall be necessary for most of these experts.

(5) Country Teams (financial management experts/country team leaders for 26 total person-years and Sahelians accountants/financial managers for 52 total person-years) are the primary substantive elements of the project's technical and training assistance. They will be composed of long-term financial management experts, both Sahelian and expatriate, assigned as resident teams in the designated Sahelian countries; and short-term experts as requested by the resident teams and approved by the cognizant AID/W Project Officer, for specialized training and technical assistance activities. Although reporting organizationally to the Contractor's Project Director, their work will be evaluated and guided (see Part 2 of this Section F) also by the USAID Mission in the country to which they are assigned. The Project calls for seven Team Leaders (one for each of the following countries; Senegal, Gambia, Mali, Niger, Chad, and Burkina Faso for 48 person-months each, and one for Mauritania for 24 person-months), who may be recruited outside the Sahel, and thirteen Sahelians, up to two for each of the above mentioned countries, for 48 person-months each.

The Team Leaders shall have at least three years of experience in accounting, financial management--especially overseas--and shall have a demonstrated capability to conduct seminars/workshops for the francophone countries in French. The Team Leaders for the francophone countries must have at least a S-3, R-3 French language capability.

The Sahelian counterparts shall also have experience in accounting and financial management, and be able to conduct seminars/workshops in French for those in the francophone countries.

All the Team Leaders are due to arrive at their respective posts not later than June 1, 1986, except the one for Chad who is due on October 1, 1986.

NOTE: References to S-3, R-3 language capability refer to the Definitions of Absolute Language Capability, as defined by the Foreign Service Institute (FSI) (see Exhibit 2 of this contract). AID reserves the right to test proposed individuals to ensure that they have the required language capability. In the event that the individual(s) possess(es) the required language capability, expenses for language testing shall be an allowable charge to this contract. However, if the individual(s) do(es) not have the required language capability, expenses for language testing for such individual(s) shall be borne by the Contractor.

(b) With the exception of short-term specialists, the positions and qualifications specified above are considered to be essential to the work being performed hereunder. Unless otherwise requested by AID, the Contractor shall be responsible for providing the personnel included in the Contractor's proposal (or best and final offer) which is accepted by AID through award of this contract. Failure to do so may be considered nonperformance by the Contractor. Notwithstanding AID's acceptance of the Contractor's proposal (or best and final offer), all personnel must be individually approved by the cognizant AID/W Project Officer (with USAID Mission/host country concurrence) prior to actual assignment to the project. This approval process may require travel for personnel interviews by officials concerned. Prior to diverting any of the individuals approved by the cognizant AID/W Project Officer to other programs, the Contractor shall simultaneously notify both the Contracting Officer and the cognizant AID/W Project Officer (with copies to the cognizant USAID Mission Director or his designee) reasonably in advance, and shall submit justification in sufficient detail to permit evaluation of the impact on the program. No diversion shall be made by the Contractor without the written consent of the Contracting Officer; provided, that the Contracting Officer may ratify in writing such diversion and such ratification shall constitute the consent of the Contracting Officer required by this clause. Proposed substitutions must be submitted simultaneously to the Contracting Officer and the cognizant AID/W Project Officer (with copies to the cognizant USAID Mission Director or his designee) not later than 30 days after the diversion of any of the approved individuals. Failure to do so may be considered nonperformance by the Contractor. Candidates for short-term technical assistance shall be submitted simultaneously to the cognizant AID/W Project Officer and the cognizant USAID Mission Director or his designee not later than 30 days after the identification of the need for such short-term technical assistance. Failure to do so may be considered nonperformance by the Contractor.

(c) For the purpose of this contract, a person-month of effort is defined as one person working 22 days, 8 hours per day.

NOTE: The provision of some or all of this effort may be provided through subcontracts and/or consultants. However, subcontracts may require the consent of the Contracting Officer pursuant to the clause of this contract entitled "Subcontracts Under Cost-Reimbursement and Letter Contracts" (FAR 52.244-02). and the use of consultants may require the prior written approval of the cognizant AID Project Officer pursuant to part 4(a)(5) of Section H of this contract.

(d) AID's design (i.e. the Project Paper) has estimated that 1,178.00 total person-months of technical assistance (both long and short-term) and backstopping/support effort (employee, consultant, and/or subcontract labor) will be required to achieve the goals, purposes, and outputs of the project, as set forth in part 1 of Section C of this contract. A breakdown of such estimated level of effort is as follows:

<u>Position</u>	<u>Number of Person-Months</u>	
Project Director		48
Trainer/Materials Expert		48
Administrative Assistant		48
Short-Term Specialists		
Non-Sahelian	51	
Sahelian	<u>47</u>	98
Team Leaders		
6 @ 48 p/m each	288	
1 @ 24 p/m	<u>24</u>	312
Sahelian Counterparts		
13 @ 48 p/m each		624
TOTAL		<u>1,178</u>

(e) The Contractor shall comply with AID's design and shall not exceed 1,178.00 total person-months of effort without the prior written approval of the Contracting Officer, as described in the clause of this contract entitled "Changes - Cost Reimbursement" (FAR 52.243-02, Alternate II).

SECTION G

CONTRACT ADMINISTRATION DATA

1. The cognizant AID/W Project Officer (also referred to as the cognizant AID Project Officer) is the Chief, Office of Sahel and West Africa Affairs, Bureau for Africa (AFR/SWA), AID/W, or his designee.

2. The payment office is the Program Accounting and Finance Division, Office of Financial Management, Bureau for Management (M/FM/PAFD), AID/W.

3. The contract administration office is the Africa Branch, Overseas Division, Office of Acquisition and Assistance Management, Directorate for Program and Management Services, Bureau for Management (M/SER/AAM/OS/AFR), AID/W.

4. Funds for this contract are chargeable as follows:

PIO/T	:	625-0974-3-6617010
Appropriation	:	72-11X1012
Allotment	:	GSHX-86-31625-KG-14
Amount	:	\$2,800,000

FUNDS AVAILABLE

J. Hubbard
APR 24 1986
o/c 2590

Program Acctg Division
Office of Financial Management

5. Payments will be made to the Contractor at the address shown on the cover page, unless otherwise indicated below:

SECTION HSPECIAL CONTRACT REQUIREMENTS

1. SPECIAL PROVISION REGARDING THE CLAUSES ENTITLED "TRAVEL AND TRANSPORTATION" (AIDAR 752.7002, ALTERNATE 73) AND "PERSONNEL" (AIDAR 752.7027, ALTERNATE 71)

In accordance with each of the above clauses of this contract, whereunder the Contractor may not send individuals outside the United States to perform work under this contract without the prior written approval of the Contracting Officer, the Contracting Officer does, hereby, provide said approval for those individuals required to travel outside the United States; provided, however, that concurrence with the assignment of any and all said individuals outside the United States is obtained by the Contractor, in writing, from the cognizant AID Project Officer 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, which is subject to the clause of this contract entitled "Limitation of Cost" (FAR 52.232.20). 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, with a copy to the cognizant AID Project Officer if not in the USAID Mission, of the arrival date and time and flight identification of AID financed travellers.

2. DEFENSE BASE ACT (DBA) INSURANCE

Pursuant to the clause of this contract entitled "Insurance - Worker's Compensation, Private Automobiles, Marine, and Air Cargo" (AIDAR 752.228-70, Alternate 70), the insurance carrier currently under contract with AID to provide DBA insurance is Insurance Company of North America; Wright & Co.; 1400 I Street, N.W.; Washington, D.C. 20005; telex 440508; telephone (202) 289-0200, or (800) 424-9801 outside the Washington area (toll-free).

3. EMERGENCY LOCATOR INFORMATION

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

- (a) The individual's full name, home address, and telephone number.
- (b) The name and number of the contract, and whether the individual is an employee or dependent.
- (c) The contractor's name, home office address, and telephone number, including any after-hours emergency number(s), and the name of the Contractor's home office staff member having administrative responsibility for the contract.
- (d) The name, address, and telephone number(s) of each individual's next of kin.
- (e) Any special instructions pertaining to emergency situations such as power of attorney designees or alternate contact persons.

4. PERSONNEL COMPENSATION

(a) Limitations

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

(1) Approvals

Salaries and wages may not exceed the Contractor's established policy and practice, including the Contractor's established pay scale for equivalent classifications of employees, which will be certified to by the Contractor, nor may any individual salary or wage, without approval of the Contracting Officer, exceed the employee's current salary or wage or the highest rate of annual salary or wage received .

during any full year of the immediately preceding three years. There is a ceiling on reimbursable salaries and wages paid to a person employed directly under the contract of the maximum salary rate of FS-1 (or the equivalent daily rate of the maximum FS-1 salary, if compensation is not on an annual basis), unless advance written approval is given by the Contracting Officer.

(2) Salaries During Travel

Salaries and wages paid while in travel status will not be reimbursed for a travel period greater than the time required for travel by the most direct and expeditious air route.

(3) Return of Overseas Employees

Salaries and wages paid to an employee serving overseas who is discharged by the Contractor for misconduct, inexcusable nonperformance, or security reasons will in no event be reimbursed for a period which extends beyond the time required to return him promptly to his point of origin by the most direct and expeditious air route.

(4) Annual Salary Increases

Annual salary increases may not exceed those provided by the Contractor's established policy and practice. With respect to employees performing work overseas under this contract, one annual salary increase of not more than 5% of the employee's base salary may, subject to the Contractor's established policy and practice, be granted after the employee's completion of each twelve month period of satisfactory services under the contract. Annual salary increases of any kind exceeding these limitations or exceeding the maximum salary of FS-1 may be granted only with the advance written approval of the Contracting Officer.

(5) Consultants

No compensation for consultants will be reimbursed unless their use under the contract has the advance written approval of the cognizant AID Project Officer, and if such provision has been made or approval given, compensation shall not exceed, without specific approval of the rate by the Contracting Officer, (1) the current compensation or the highest rate of annual compensation received by the consultant during any full year of the immediately preceding three years or (2) the maximum daily salary rate of FS-1, whichever is less.

(6) 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 cognizant AID Project Officer. 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 AID, 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 of this contract.

(7) Work Week

Nonoverseas Employee. The work week for the Contractor's nonoverseas employees shall not be less than the established practice of the Contractor.

Overseas Employee. The work week for the Contractor's overseas employees shall not be less than 40 hours and shall be scheduled to coincide with the work week for those employees of the AID Mission and the Cooperating Country associated with the work of this contract.

(b) Definitions

As used herein, the terms "Salaries," "Wages," and "Compensation" mean the periodic remuneration received for professional or technical services rendered, exclusive of any of the differentials or allowances defined in the clause of this contract entitled "Differentials and Allowances" (AIDAR 752.7028), unless otherwise stated. The term "compensation" includes payments for personal services (including fees and honoraria). It excludes earnings from sources other than the individual's professional or technical work, overhead, or other charges (see also the clause of this contract entitled "Personnel Compensation" [AIDAR 752.7007]).

5. RIGHTS IN DATA

(a) The term "Subject Data" as used herein includes writings, sound recordings, pictorial reproductions, drawings or other graphical representations, and works of any similar nature (whether or not copyrighted) which are specified to be delivered under this contract. The term does not include financial reports, cost analyses, and other information incidental to contract administration.

(b) All Subject Data first produced in the performance of this contract shall be the sole property of the Government. The Contractor agrees not to assert any rights at common law or equity and not to establish any claim to statutory copyright in such Data. The Contractor shall not publish or reproduce such Data in whole or in part or in any manner or form, nor authorize others to do so, without the written consent of the Government until such time as the Government may have released such Data to the public.

(c) The Contractor agrees to grant and does hereby grant to the Government and to its officers, agents and employees acting within the scope of their official duties, a royalty-free, nonexclusive, and irrevocable license throughout the world: (i) To publish, translate, reproduce, deliver, perform, use, and dispose of, in any manner, any and all Data not first produced or composed in the performance of this contract but which is incorporated in the work furnished under this contract; and (ii) to authorize others to do so.

(d) The Contractor shall indemnify and save and hold harmless the government, its officers, agents and employees acting within the scope of their official duties against any liability including costs and expenses: (i) For violation of proprietary rights, copyright or right of privacy, arising out of the publication, translation, reproduction, delivery, performance, use, or disposition of any Data furnished under this contract; or (ii) based upon any libelous or other unlawful matter contained in such Data.

(e) Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government under any patent.

(f) Paragraphs (c) and (d) of this section are not applicable to material furnished to the Contractor by the Government and incorporated in the work furnished under the contract; provided, such incorporated material is identified by the Contractor at the time of delivery of such work.

6. PROCUREMENT AND SUBCONTRACTING

(a) Authorized Geographic Code

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

(1) For Relatively Least Developed Countries 1/

For project activities in relatively least developed countries, and except as AID may otherwise agree in writing:

(A) Except for motor vehicles, commodities shall have their source and origin, and suppliers of such commodities or services shall have their nationality, in the Cooperating Country or in countries included in AID Geographic Code 941.

(B) Motor vehicles financed hereunder shall have their source and origin, and suppliers of such motor vehicles shall have their nationality, in countries included in AID Geographic Code 935. 2/

(2) For Other Than Relatively Least Developed Countries 1/

For project activities in other than relatively least developed countries, and except as AID may otherwise agree in writing:

(A) Except for motor vehicles, commodities shall have their source and origin, and suppliers of such commodities or services, other than ocean shipping, shall have their nationality, in the Cooperating Country or in countries included in AID Geographic Code 941.

(B) Motor vehicles financed hereunder shall have their source and origin, and suppliers of such motor vehicles shall have their nationality, in countries included in AID Geographic Code 935. 2/

1/ "Relatively least developed countries" are those cooperating countries denominated as such in AID Handbook 1, Supplement B. Currently, for the purposes of this project, relatively least developed countries include The Gambia, Mali, Burkina Faso, Niger, and Chad. Senegal and Mauritania are "other than relatively least developed countries". AID Handbook 1, Supplement B, as pertains to the foregoing definitions and as amended from time to time, is incorporated herein by reference.

2/ Seven passenger vehicles and spare parts with an approximate value of \$120,000.

(C) Ocean shipping shall be financed only on flag vessels of the United States (see also the clause of this contract entitled "Preference for Privately Owned U.S.-Flag Commercial Vessels" [FAR 52.247-64]).

(3) Air Travel and Transportation

Air travel and transportation shall be financed only on U.S. Flag Air Carriers, unless service by those carriers is unavailable (see the clause of this contract entitled "Preference for U.S.-Flag Air Carriers" [FAR 52.247-63]).

(4) Definitions

(A) Source. Source means the country from which a commodity is shipped to the Cooperating Country or the Cooperating Country itself if the commodity is located therein at the time of purchase. However, where a commodity is shipped from a free port or bonded warehouse in the form in which received therein, source means the country from which the commodity was shipped to the free port or bonded warehouse.

(B) Origin. The origin of a commodity is the country or area in which a commodity is mined, grown, or produced. A commodity is produced when through manufacturing, processing, or substantial and major assembling of components, a commercially recognized new commodity results that is substantially different in basic characteristics, or in purpose or utility, from its components.

(C) Componentry. Components are the goods that go directly into the production of a produced commodity. AID componentry rules are as follows:

(i) If a commodity produced in a country or area included in the authorized geographic code set forth above contains no imported component, it is eligible for AID financing.

(ii) Unless otherwise specified herein, components from the United States, the Cooperating Country, and any other countries included in AID Geographic Code 941 may always be utilized in unlimited amounts, regardless of the authorized geographic code set forth above.

(iii) Unless procurement is authorized from countries included in AID Geographic Code 899 (see above), components from AID Geographic Code 899 countries not included in AID Geographic Code 941 are limited according to the following rules:

(A) They are limited only if acquired by the producer in the form in which they were imported;

(B) The total cost to the producer of such components (delivered at the point of production) may not exceed 50% (unless another percentage is specified herein) of the lowest price (excluding the cost of ocean transportation and marine insurance) at which the supplier makes the commodity available for export sale (whether or not financed by AID).

(iv) Any component from a country not included in AID Geographic Code 935 makes the commodity ineligible for AID financing hereunder.

(D) Nationality of Supplier. Except as specified in paragraphs (a), (b), and (c) of the clause of this contract entitled "Source and Nationality Requirements for Procurement of Goods and Services" (AIDAR 752.7004), in order to be eligible for AID financing hereunder, the Contractor, and any other supplier of goods or services hereunder must fit one of the following categories:

(i) A privately-owned commercial (i.e., for profit) corporation or partnership supplying services must be incorporated or legally organized under the laws of a country or area included in the authorized geographic code set forth above; must have its principal place of business in a country or area included in the authorized geographic code; and must meet the criteria set forth in subparagraph (A) or (B) below:

(A) The corporation or partnership is more than 50% beneficially owned by individuals who are citizens of a country or area included in the authorized geographic code. In the case of corporations, "more than 50% beneficially owned" means that more than 50% of each class of stock is owned by such individuals; in the case of partnerships, "more than 50% beneficially owned" means that more than 50% of each category of partnership interest (e.g., general, limited) is owned by such individuals. With respect to stock or interest held by companies, funds, or institutions, the ultimate beneficial ownership of individuals is controlling; or

(B) The corporation or partnership:

- Has been incorporated or legally organized in the United States for more than 3 years prior to the issuance date of this solicitation; and

- Has performed within the United States similar administrative and technical, professional, or construction services under a contract or contracts for services, and derived revenue therefrom in each of the 3 years prior to the issuance date of this solicitation; and

- Employs United States citizens in more than half its permanent full-time positions in the United States; and

- Has the existing capability in the United States to perform the contract.

(ii) A nonprofit organization (e.g., educational institutions, foundations, and associations) supplying services must meet all the criteria in subparagraphs (A), (B), and (C) below. NOTE: International Agricultural Research Centers and such other international research centers as may be, from time to time, formally listed as such by the Senior Assistant Administrator of the AID Bureau of Science and Technology (SAA/S&T), are considered to be of U.S. nationality.

(A) The nonprofit organization must be organized under the laws of a country or area included in the authorized geographic code; and

(B) The nonprofit organization must be controlled and managed by a governing body, a majority of whose members are citizens of countries or areas included in the authorized geographic code; and

(C) The nonprofit organization must have its principal facilities and offices in a country or area included in the authorized geographic code.

(iii) An individual supplying services must be a citizen of, and have its principal place of business in, a country or area included in the authorized geographic code; or, must be a non-U.S. citizen lawfully admitted for permanent residence in the United States and have its principal place of business in the United States. The foregoing nationality provision for an individual supplying services does not apply to the employees of contractors and subcontractors, but all contractor and subcontractor employees engaged in providing services under this contract must be citizens of countries included in Geographic Code 935, or non-U.S. citizens lawfully admitted for permanent residence in the United States.

(iv) A joint venture or unincorporated association supplying services must consist entirely of individuals, corporations, partnerships, or nonprofit organizations which are eligible under paragraphs (i), (ii), or (iii) above.

(v) A supplier of goods must meet any one of the criteria in subparagraphs (A), (B), (C), or (D) below.

(A) The supplier must be an individual who is a citizen or legal resident of a country or area included in the authorized geographic code; or

(B) The supplier must be a corporation or partnership organized under the laws of a country or area included in the authorized geographic code; or

(C) The supplier must be a controlled foreign corporation of which more than 50% of the total combined voting power of all classes of stock is owned by United States shareholders within the meaning of Section 957 et seq. of the Internal Revenue Code (26 USC 957); or

(D) The supplier must be a joint venture or unincorporated association consisting entirely of individuals, corporations, or partnerships which are eligible under any of the foregoing criteria.

(vi) A Government Owned Organization, i.e. a firm operated as a commercial company or other organizations (including nonprofit organizations other than public educational institutions) which are wholly or partially owned by governments or agencies thereof, are not eligible for AID financing hereunder.

(vii) A local supplier of construction services, when the Cooperating Country is an authorized source for services and the estimated cost of the construction services is \$5 million or less, a corporation or partnership which is determined by AID to be an integral part of the local economy is eligible (such AID determination is contingent on first ascertaining that no U.S. construction company with the required capability is currently operating in the Cooperating Country, or, if there is such a company, that it is not interested in bidding for the proposed construction contract). A corporation or partnership is an integral part of the local economy provided:

(A) It has done business in the Cooperating Country on a continuing basis for not less than three years prior to the issuance date for the solicitation (i.e., invitation for bids, request for proposals);

(B) It has a demonstrated capability to undertake the proposed activity;

(C) All, or substantially all, of its directors of local operations, senior staff, and operating personnel are resident in the Cooperating Country;

(D) Most of its operating equipment and physical plant are in the Cooperating Country.

(viii) Notwithstanding the foregoing, an AID Geographic Code 941 supplier of construction or engineering services must be approved in advance by the Contracting Officer.

(5) Eligibility of Commodities Determined by Ineligibility of Carrier and Marine Insurance

(i) Commodities shipped by a transportation medium owned, operated, or under the control of any country not included in AID Geographic Code 935 are ineligible for AID financing hereunder, regardless of whether such transportation costs are financed hereunder.

(ii) Commodities are ineligible for AID financing hereunder if shipped on a vessel which AID has designated as ineligible, regardless of whether such transportation costs are financed hereunder.

(iii) Commodities are ineligible for AID financing hereunder if shipped under an ocean or air charter that has not received prior approval of AID/Washington, regardless of whether such transportation costs are financed hereunder (see paragraph [b][2] of the clause of this contract entitled "Source and Nationality Requirements for Procurement of Goods and Services" [AIDAR 752.7004]).

(iv) With respect to paragraph (c) of the clause of this contract entitled "Source and Nationality Requirements for Procurement of Goods and Services" (AIDAR 752.7004), if the Cooperating Country discriminates against any marine insurance company authorized to do business in any state of the United States, failure to insure all AID-financed commodities with U.S. insurance companies shall render the commodities ineligible for AID financing hereunder.

(6) AID Geographic Codes

AID Geographic Codes are defined in Appendix D of AID Handbook 18 (see Section J and Exhibit 3 of this contract).

(b) Approvals

Procurement of commodities shall be made by the Contractor when the long-term personnel have determined what equipment and commodities are appropriate for various activities. All purchases of nonexpendable equipment (i.e. property which is complete in itself, does not lose its identity or become a component part of another article when put into use, is durable with an expected service life of two years or more, and which has a unit cost of more than \$500) will require approval of the cognizant AID/W Project Officer. Any approvals given pursuant to this paragraph must be within the terms of this contract, and shall not serve to change them in any way. The Contractor shall retain copies of all such approvals for audit purposes.

(c) Competition and 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 cognizant AID/W Project Officer pursuant to paragraph (b) above, the Contractor shall obtain the Contracting Officer's consent for purchases/subcontracts, if required by the clause of this contract entitled "Subcontracts Under Cost-Reimbursement and Letter Contracts" (FAR 52.244-02).

(d) Automation Equipment

Notwithstanding paragraph (b) above, the Contractor must obtain the approval of the cognizant AID/W Project Officer for any purchases of automation equipment (e.g. computers, word processors, etc.), software, or related services made hereunder, if the total cost of such purchases will exceed \$100,000. The cognizant AID/W Project Officer must, in turn, have the concurrence of AID/W, M/SER/IRM, before providing any such approvals.

(e) Anticipated Purchases

It is anticipated that the Contractor shall purchase the following items of nonexpendable equipment:

Vehicles
Vehicle Spare Parts
Office Equipment
Office Supplies
Household Furnishings and Equipment

(f) Reporting

The Contractor shall comply with all reporting requirements of the clause of this contract entitled "Government Property -- AID Reporting Requirements" (AIDAR 752.245-70).

(g) Local Cost Financing

Pursuant to the clause of this contract entitled "Local Cost Financing With U.S. Dollars" (AIDAR 752.7017), indigenous goods and imported shelf items are eligible for local cost financing in unlimited quantities, up to the total amount available for local procurement, subject to the restrictions stated in such clause or Chapter 18 of Supplement B to AID Handbook 1 (see Exhibit 9 of this contract). Shelf item purchases will include vehicle spares, office supplies, and materials needed to support financial management team operations and workshops conducted in the field.

7. LANGUAGE REQUIREMENTS

Personnel are required to have language capability as stated in Section F of this contract (see also Section J of this contract).

8. ORDINARY COURSE OF BUSINESS

With respect to the clauses of this contract entitled "Allowable Cost and Payment" (FAR 52.216-07) and "Payment" (AIDAR 752.7003, Alternates 70 and 71), 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 AID for such costs.

In those instances where the Contractor properly invoices and is paid for recorded costs which have not yet been paid by the Contractor, the Contractor agrees to pay all such costs, and especially employee compensation, consultants, subcontractors, suppliers, support of participants, and costs incurred in the Cooperating Country, in the ordinary course of business. Failure to do so may be considered nonperformance by the Contractor.

9. TRAVEL EXPENSES

(a) Notwithstanding any other provision of this contract, if any of the personnel utilized hereunder are discharged by the Contractor for misconduct or inexcusable nonperformance, travel and transportation costs associated with the assignment of substitute personnel therefor shall not be an allowable cost under this contract.

(b) Misconduct shall be defined as the deliberate and/or repeated disregard for the laws and regulations of the Cooperating Country or of AID, the continued existence of conflict of interest after advice that such conflict exists, or general behavior unbecoming a professional serving as a part of the U.S. foreign assistance program (see also the clause of this contract entitled "Personnel" [AIDAR 752.7027]).

(c) Inexcusable nonperformance shall be defined as unauthorized absences or failure to undertake and/or complete assigned tasks which are within the scope of this contract, when such absences or failures are within the control of the individual.

10. SUBMISSION OF COMPLETION VOUCHER

The clause of this contract entitled "Allowable Cost and Payment" (FAR 52.216-07) provides in paragraph (h)(1) that "...the Contractor shall submit a completion invoice or voucher, designated as such, promptly [emphasis added] upon completion of the work...". The term "promptly" is not defined in the clause. In order to avoid ambiguity, and to ensure expeditious closeout of completed contracts, the term "promptly" is defined as 60 days from the actual completion date of the contract, unless otherwise approved in writing by the Contracting Officer. The Contractor shall have up to one year after completion of the contract effort (or longer, as the Contracting Officer may approve in writing), or until a mutually acceptable final release has been signed, to submit a revised completion voucher, should circumstances warrant. Upon receipt of the final voucher, the Contracting Officer shall begin actions necessary to properly close the contract. Processing of the final voucher for payment shall not begin until compliance by the Contractor with all terms and conditions of the contract.

SECTION ICONTRACT CLAUSES

1. The following Federal Acquisition Regulation (48 CFR Chapter 1) and AID Acquisition Regulation (48 CFR Chapter 7) clauses which apply to this contract are designated by an "X".

(X) 52.252.04 - Alterations in Contract (APR 1984)

Portions of this contract are altered as follows:

(a) In the clause entitled "Notification of Changes" (FAR 52.243-07), insert "14 days" in the blank in paragraph (b).

(b) In the clause entitled "Payment for Overtime Premiums" (FAR 52.222.02), insert "zero" in the blank in paragraph (a).

(X) 52.252-02 - Clauses Incorporated by Reference (APR 1984)

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.

(X) 52.202-01	Definitions (APR 1984)
(X) 752.202, Alternate 70	AID Definitions Clause -- General Supplement for Use in All AID Contracts (APR 1984)
(X) 752.202, Alternate 72	AID Definitions Clause -- Supplement for AID Contracts Involving Performance Overseas (APR 1984)
(X) 52.203-05	Covenant Against Contingent Fees (APR 1984)
(X) 52.203-01	Officials Not to Benefit (APR 1984)
(X) 52.203-03	Gratuities (APR 1984)
(X) 52.212-13 & Alternate I	Stop-Work Order (APR 1984)
(X) 52.215-01	Examination of Records by Comptroller General (APR 1984)
(X) 52.215-02	Audit-Negotiation (APR 1984)
(X) 52.215-22	Price Reduction for Defective Cost or Pricing Data (APR 1984)
(X) 52.215-24	Subcontractor Cost or Pricing Data (APR 1985)
(X) 52.215-30	Facilities Capital Cost of Money (APR 1984)
(X) 52.215-31	Waiver of Facilities Capital Cost of Money (APR 1984)

- (X) 52.216-07 Allowable Cost and Payment (APR 1984)
- (X) 52.216-08 Fixed Fee (APR 1984)
- (X) 52.222-03 Convict Labor (APR 1984)
- (X) 52.222-26 Equal Opportunity (APR 1984)
- (X) 52.222-29 Notification of Visa Denial (APR 1984)
- (X) 52.222-35 Affirmative Action for Special Disabled and Vietnam Era Veterans (APR 1984)
- (X) 52.222-36 Affirmative Action for Handicapped Workers (APR 1984)
- (X) 52.225-11 Certain Communist Areas (APR 1984)
- (X) 52.227-01 Authorization and Consent (APR 1984)
- (X) 52.228-04 Workers' Compensation and War-Hazard Insurance Overseas (APR 1984)
- (X) 52.228-07 Insurance-Liability to Third Persons (APR 1984)
- (X) 52.229-08 Taxes-Foreign
Cost-Reimbursement Contracts (APR 1984)
- (X) 52.232-17 Interest (APR 1984)
- (X) 52.232-23 Assignment of Claims (APR 1984)
- (X) 52.233-01 & Alternate I Disputes (APR 1984)
- (X) 52.242-01 Notice of Intent to Disallow Costs (APR 1984)
- (X) 52.243-07 Notification of Changes (APR 1984)
- (X) 52.244-02 Subcontracts Under Cost-Reimbursement and Letter Contracts (APR 1985)
- (X) 52.244-05 Competition in Subcontracting (APR 1984)
- (X) 52.245-05 Government Property (Cost Reimbursement, Time-and-Material, or Labor-Hour Contracts) (APR 1984)
- (X) 52.246-05 Inspection of Services - Cost-Reimbursement (APR 1984)
- (X) 52.247-01 Commercial Bill of Lading Notations (APR 1984)
- (X) 52.247-63 Preference for U.S.-Flag Air Carriers (APR 1984)
- (X) 52.247-64 Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 1984)

(X) 52.249-06	Termination (Cost-Reimbursement) (APR 1984)
(X) 52.249-14	Excusable Delays (APR 1984)
(X) 52.251-01	Government Supply Sources (APR 1984)
(X) 752.228-70, Alternate 70	Insurance - Worker's Compensation, Private Automobiles, Marine, and Air Cargo (APR 1984)
(X) 752.245-71	Title to and Care of Property (APR 1984)
(X) 752.7001	Biographical Data (APR 1984)
(X) 752.7002, Alternate 70	Travel and Transportation Expenses (APR 1984)
(X) 752.7002, Alternate 73	Travel Expenses and Transportation and Storage Expenses (APR 1984)
(X) 752.7003, Alts. 70 & 71	Payment (APR 1984)
(X) 752.7004	Source and Nationality Requirements for Procurement of Goods and Services (NOV 1984)
(X) 752.7005	Language, Weights, and Measures (APR 1984)
(X) 752.7006	Notices (APR 1984)
(X) 752.7007	Personnel Compensation (APR 1984)
(X) 752.7008	Use of Government Facilities or Personnel (APR 1984)
(X) 752.7009	Marking (APR 1984)
(X) 752.7010	Conversion of U.S. Dollars to Local Currency (APR 1984)
(X) 752.7011	Orientation and Language Training (APR 1984)
(X) 752.7013, Alternate 70	Contractor-Mission Relationships (APR 1984)
(X) 752.7014	Notice of Changes in Travel Regulations (APR 1984)
(X) 752.7015	Use of Pouch Facilities (APR 1984)
(X) 752.7020	Organizational Conflicts of Interest (MAR 1985)
(X) 752.7025	Approvals (APR 1984)
(X) 752.7026, Alternate 70	Reports (APR 1984)
(X) 752.7027, Alternate 71	Personnel (APR 1984)
(X) 752.7028	Differentials and Allowances (APR 1984)
(X) 752.7029	Post Privileges (APR 1984).
(X) 752.7031, Alts. 70 & 72	Leave and Holidays (APR 1984)
() 52.204-02	Security Requirements (APR 1984)

- () 52.207-03 Right of First Refusal of Employment (APR 1984)
- () 52.212-01 Time of Delivery (APR 1984)
- () 52.216-23 Execution and Commencement of Work (APR 1984)
- () 52.216-24 Limitation of Government Liability (APR 1984)
- () 52.216-25 Contract Definitization (APR 1984)
- () 52.216-26 Payments of Allowable Costs Before Definitization (APR 1984)
- (X) 52.217-08 Option to Extend Services (APR 1984)
- (X) 52.217-09 Option to Extend the Term of the Contract Services (APR 1984)
- (X) 52.219-06 Notice of Total Small Business Set-Aside (APR 1984)
- () 52.219-07 Notice of Partial Small Business Set-Aside (APR 1984)
- (X) 52.219-08 Utilization of Small Business Concerns and Small Disadvantaged Business Concerns (APR 1984)
- () 52.219-09 Small Business and Small Disadvantaged Business Subcontracting Plan (APR 1984)
- () 52.219-10 Incentive Subcontracting Program for Small and Small Disadvantaged Business Concerns (APR 1984)
- () 52.219-11 Special 8(a) Contract Conditions (APR 1984)
- () 52.219-12 Special 8(a) Subcontract Conditions (APR 1984)
- (X) 52.219-13 Utilization of Women-Owned Small Businesses (APR 1984)
- (X) 52.220-01 Preference for Labor Surplus Area Concerns (APR 1984)
- (X) 52.220-03 Utilization of Labor Surplus Area Concerns (APR 1984)
- (X) 52.220-04 Labor Surplus Area Subcontracting Program (APR 1984)
- () 52.222-01 Notice to the Government of Labor Disputes (APR 1984)
- (X) 52.222-02 Payment for Overtime Premiums (APR 1984)
- (X) 52.222-28 Equal Opportunity Preaward Clearance of Subcontracts (APR 1984)

(X) 52.223-02	Clean Air and Water (APR 1984)
() 52.224-01	Privacy Act Notification (APR 1984)
() 52.224-02	Privacy Act (APR 1984)
() 52.225-07	Balance of Payments Program (APR 1984)
(X) 52.227-02	Notice and Assistance Regarding Patent and Copyright Infringement (APR 1984)
() 52.227-03	Patent Indemnity (APR 1984)
() 52.227-05	Waiver of Indemnity (APR 1984)
() 52.227-10	Filing of Patent Applications-Classified Subject Matter (APR 1984)
(X) 52.227-11	Patent Rights-Retention by the Contractor (Short Form) (APR 1984)
() 52.227-13	Patent Rights-Acquisition by the Government (APR 1984)
() 52.230-03	Cost Accounting Standards (APR 1984)
() 52.230-04	Administration of Cost Accounting Standards (APR 1984)
() 52.230-05	Disclosure and Consistency of Cost Accounting Practices (APR 1984)
() 52.232-09	Limitation on Withholding of Payments (APR 1984)
() 52.232-12	Advance Payments-Alternate II (APR 1984)
() 52.232-12	Advance Payments-Alternate III (APR 1984)
() 52.232-18	Availability of Funds (APR 1984)
() 52.232-20	Limitation of Cost (APR 1984)
(X) 52.232-22	Limitation of Funds (APR 1984)
K O 63M303G10	F.o.b. Origin-Government Smaaw ep tutmsf e& J&i%umt Jewyufi KTJ) a#900
K O 63M303Gaa	=MeMzM `&mfmsGlehi&sjsy Smaaw ep tutmsf e& Hstmxmu 'uma KTJ) a#900
K O 63M304G53	.qusfiwG,ewy)imjzo&wijisy Tayi&suyi H KTJ) a#900
K;O 63M304G53	.qusfiwG,ewy)imjzo&wijisy Tayi&suyi HH KTJ) a#900
K;O 63M307G54	Hsw%ixymes ep Zo%%amiwG,ewy)imjzo&wijisy KTJ) a#900
K O 63M307Ga6	.i&ympmxuyi ep .espe&jusxi KTJ) a#900

- (X) 52.246-25 Limitation of Liability-Services (APR 1984)
- (X) 52.248-01 Value Engineering (APR 1984)
- () 52.252-06 Authorized Deviations in Clauses (APR 1984)
- (X) 52.237-03 Continuity of Services (APR 1984)
- (X) 752.219-8 Utilization of Small Business Concerns and Small Disadvantaged Business Concerns (APR 1984)
- () 752.232-70 Letter of Credit Advance Payment (APR 1984)
- (X) 752.245-70 Government Property-AID Reporting Requirements (APR 1984)
- (X) 752.7002, Alternate 71 Travel and Transportation (APR 1984)
- () 752.7012 Protection of the Individual as a Research Subject (APR 1984)
- () 752.7016 Family Planning and Population Assistance Activities (APR 1984)
- (X) 752.7017 Local Cost Financing with U.S. Dollars (APR 1984)
- (X) 752.7018 Health and Accident Coverage for AID Participant Trainees (APR 1984)
- (X) 752.7019, Alternate 70 Participant Training (APR 1984)
- (X) 752.7023 Required Visa Form for AID Participants (APR 1984)
- () 52.208-01 Required Sources for Jewel Bearings and Related Items (APR 1984)
- () 52.210-05 New Material (APR 1984)

SECTION JLIST OF DOCUMENTS, EXHIBITS,
AND OTHER ATTACHMENTS1. EXHIBIT 1 - PROJECT PAPER

The AID Project Paper (PP) is attached as Exhibit 1 of the solicitation. Upon award of the contract resulting from this solicitation, the PP is incorporated by reference and made a part of the contract. The PP is provided for informational purposes only. Missing pages have been intentionally omitted. In the event of any inconsistencies between the PP and this solicitation/contract, the solicitation/contract shall prevail.

2. EXHIBIT 2 - DEFINITIONS OF ABSOLUTE LANGUAGE
PROFICIENCY RATINGS

Definitions of Foreign Service Institute (FSI) language proficiency ratings are attached hereto as Exhibit 2. Upon award of the contract resulting from this solicitation, Exhibit 2 is incorporated by reference and made a part of the contract.

3. EXHIBIT 3 - AID GEOGRAPHIC CODES

Definitions of AID geographic Codes are attached as Exhibit 3 of this solicitation. Exhibit 3 is from AID Handbook 18, Appendix D, as currently in effect. Upon award of the contract resulting from this solicitation, Appendix D of AID Handbook 18, as amended from time to time, is incorporated by reference and made a part of the contract.

4. EXHIBIT 4 - CONTRACTOR EMPLOYEE BIOGRAPHICAL DATA SHEET

A Contractor Employee Biographical Data Sheet is attached as Exhibit 4 of this solicitation. This form shall be used when nominating individuals who will perform directly under the contract (see also Section L of this solicitation). The Offeror/Contractor shall reproduce additional copies as necessary. Upon award of the contract resulting from this solicitation, Exhibit 4 is incorporated by reference and made a part of the contract.

5. EXHIBIT 5 - CONTRACT PRICING PROPOSAL COVER SHEET
(SF 1411)

The Contractor shall use this form for submission of a cost proposal (see also Exhibit 6 and Section L of this solicitation). Upon award of the contract resulting from this solicitation, Exhibit 5 is incorporated by reference and made a part of the contract.

6. EXHIBIT 6 - SUPPLEMENT TO SF 1411

Instructions for submission of a contract cost proposal is attached as Exhibit 6 (see also Section L of this solicitation). Upon award of the contract resulting from this solicitation, Exhibit 6 is incorporated by reference and made a part of the contract.

7. EXHIBIT 7 - FACT SHEET FOR COST ESTIMATING PURPOSES

A listing of current per diem rates, overseas allowances, etc. is attached as Exhibit 7. This information is provided as assistance to the Offeror in preparing the cost proposal, and should be used for that purpose. This cost information may change from time to time during the term of the contract, but shall be used for estimating purposes in preparation and negotiation of a cost proposal.

8. EXHIBIT 8 - CERTIFICATE OF CURRENT COST OF PRICING DATA

A Certificate of Current Cost or Pricing Data is attached as Exhibit 8. The Offeror shall submit Exhibit 8 as part of the cost/business management proposal (see also Section L of this solicitation).

9. EXHIBIT 9 - CHAPTER 18 OF AID HANDBOOK 1, SUPPLEMENT B

Chapter 18 of Supplement B to AID Handbook 1, as currently in effect and pertaining to local cost financing, is attached as Exhibit 9. Upon award of the contract resulting from this solicitation, Chapter 18 of Supplement B to AID Handbook 1, as amended from time to time, is incorporated by reference and made a part of the contract.