

AWARD/CONTRACT

1. CERTIFIED FOR NATIONAL DEFENSE UNDER BDSA REG. 2 AND/OR DMS REG. 1

RATING

PAGE OF PAGES
1 | 43

0833-99-2-00928
641-0126-C-00-3086-00

3. EFFECTIVE DATE

4. REQUISITION/PURCHASE REQUEST/PROJECT NO.

March 22, 1993

5. ISSUED BY

CODE

6. ADMINISTERED BY (If other than Item 5)

CODE

CONTRACTING OFFICER
USAID/ GHANA
P.O. BOX 1630
ACCRA - GHANA

PD-APR-02
SAME AS NO 5

7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, State and ZIP Code)

AMEX INTERNATIONAL INC.
1725 K STREET, N.W.
SUITE 402
WASHINGTON, DC 20006

8. DELIVERY

FOB ORIGIN OTHER (See below)

9. DISCOUNT FOR PROMPT PAYMENT

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10. SUBMIT INVOICES (copies unless otherwise specified) TO THE ADDRESS SHOWN IN:

ITEM

CODE

FACILITY CODE

11. SHIP TO/MARK FOR

CODE

12. PAYMENT WILL BE MADE BY

CODE

SEE SECTION G

13. THIS ACQUISITION WAS: (Check appl. box(es))

A. ADVERTISED

NEGOTIATED PURSUANT TO:
 16 USC 637 (a) 41 USC 252(c)(1)

14. ACCOUNTING AND APPROPRIATION DATA

SEE SECTION G

218

15A. ITEM NO.

15B. SUPPLIES/SERVICES

15C. QUANTITY

15D. UNIT

15E. UNIT PRICE

15F. AMOUNT

Contractor shall provide the technical assistance as described herein to support the Export Component of the Ghana Trade and Investment Project (TIP)

FUNDS AVAILABLE

Date 3/12/93
By *R. H. ...*

15G. TOTAL AMOUNT OF CONTRACT \$ 2,993,026

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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 3 copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and 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)

SEE TRIPARTITE AGREEMENT

20A. NAME OF CONTRACTING OFFICER

SEE TRIPARTITE AGREEMENT

19B. NAME OF CONTRACTOR

19C. DATE SIGNED

20B. UNITED STATES OF AMERICA

20C. DATE SIGNED

BY _____
(Signature of person authorized to sign)

BY _____
(Signature of Contracting Officer)

TRIPARTITE AGREEMENT

Modification N/A to

Prime Contract 641-0126-C-00-3086-00

Sub Contract 0757-97-2-00328

SIGNATURE PAGE

AMEX INTERNATIONAL, INC.

BY: *Mamad Diarke*

NAME: Mamad Diarke

TITLE: President

DATE: 24/Jan/93

Small Business Administration
United States of America

BY: *Shahrokh Zahirieh*

NAME: SHAHROKH ZAHIRIEH

TITLE: CONTRACTING OFFICER

DATE: 24/Jan/93 24/Jan/93

United States Agency for International
Development, United States of America

BY: *Jeffery D. Bell*

NAME: JEFFERY D. BELL

TITLE: Contracting Officer

DATE: 12/Jan/93

PART I

SECTION B

SERVICES AND COSTS

ARTICLE I - 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 in Article II of this section.

ARTICLE II - ESTIMATED COST PLUS FIXED FEE AND FINANCING

A. The total estimated cost for performance of the work for the period of the contract stated in Section F., exclusive of the fixed fee, if any, is \$2,878,393.

The fixed fee, if any, is \$114,633. The total estimated cost plus fixed fee, if any, is \$2,993,026.

B. The amount of funds currently obligated and available for performance of this contract is \$1,000,000. This amount is anticipated to be sufficient to complete work through approximately February 28, 1994. 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. Future obligation of funds, if any, shall be effected by written modifications to this contract.

ARTICLE III - 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, if any. 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 for the budget (See Section B, Art. II above), whichever is less. Without the prior written approval of the Contracting Officer, the Contractor may not exceed the estimated dollar cost for any individual line item of cost shown in the budget below by more than fifteen (15) percent of such line item, except for (1) indirect costs (e.g. overhead, G&A), which are governed by Section B, Articles IV and V below; and (2) salaries and wages, which may not be exceeded unless approved by the Contracting Officer (see this Article, paragraph C., below). The fee is fixed.

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Itemized Budget
 (3/22/93- 3/21/96)

| <u>Category</u> | <u>Budget Amount</u> |
|--|-----------------------------|
| Salaries and Wages | \$ 826,376 |
| Fringe Benefits | \$ 151,197 |
| Overhead | \$ 322,804 |
| Travel, Transportation & Per Diem | \$ 299,711 |
| Allowances | \$ 101,024 |
| Supplies | \$ 24,348 |
| Nonexpendable Equipment | \$ 51,455 |
| Subcontracts: | \$ 585,738 |
| Other Direct Costs (Includes DBA) | \$ 139,645 |
| General & Administrative | \$ 376,095 |
| | ----- |
| TOTAL ESTIMATED COST | \$2,878,393 |
| Fixed Fee | \$ 114,633 |
| | ----- |
| TOTAL ESTIMATED COST PLUS FIXED FEE | \$2,993,026 |

C.

1. 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 (Cost-Reimbursement and Letter Contracts)" (See Section I, FAR 52.244-2), or Section H. Article VII, entitled "Procurement and Subcontracting" of this contract wherein prior written approval by the Contracting Officer is required.
2. 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.
3. The initial starting salaries of all short-term and home office employees or consultants whose salaries will be charged as a direct cost to this contract shall be approved in writing by the Contracting Officer in advance of being charged to this contract. See also Article IV of Section H, entitled Personnel Compensation.

ARTICLE IV - ESTABLISHMENT OF INDIRECT COST RATES

Pursuant to the clause of this contract entitled "Allowable Cost and Payment" (FAR 52.216-7), and, if applicable, the clause of this contract entitled "Predetermined Indirect Cost Rates" (FAR 52.216-15), an indirect cost rate or rates shall be established for each of the Contractor's accounting periods which apply to this contract. See Section I. Pending establishment of revised provisional, final, or predetermined 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 or predetermined rate(s) applied to the base(s) which is (are) set forth below:

| <u>Type of Rate</u> | <u>Rate</u> | <u>Base</u> | <u>Period Ending</u> |
|---|-------------|----------------------------------|----------------------|
| U.S. Overhead (Provisional) | 70.14% | Direct Labor plus fringe benefit | 1/92 - Until Amended |
| Long Term U.S. Field Staff Overhead (Provisional) | 40.54% | Direct Labor plus fringe | 1/92 - Until Amended |
| Local Field Staff Overhead (Predetermined) | *0.00% | Direct Labor plus fringe | 3/93 - Until Amended |
| U.S. Fringe Benefit (Provisional) | 24.38% | Total Labor | 1/92 - Until Amended |
| Local Field Staff Fringe Benefit (Predetermined) | *0.00% | Total Labor | 3/93 - Until Amended |
| General & Administrative (Provisional) | 15.03% | Total Cost Input less G&A costs | 3/93 - Until Amended |

* In a cost sharing arrangement, AMEX agrees not to charge local Field Staff Overhead and Fringe Benefits costs to this contract.

ARTICLE V - ADVANCE UNDERSTANDING ON CEILING INDIRECT COST RATES AND FINAL REIMBURSEMENT FOR INDIRECT COSTS

Notwithstanding any other clause of this contract, for each of the Contractor's accounting

periods during the term of this contract, the parties agree as follows:

A. The distribution base for establishment of final rates are:

| | |
|-----------------|--|
| Overhead | <u>Direct Labor plus Fringe Benefits</u> |
| Fringe Benefits | <u>Total Labor</u> |
| G&A | <u>Total Cost Input less G&A Costs</u> |

B. A determination as to the adequacy and acceptability of the Contractor's accounting system has preceded the awarding of this contract. To the extent that the allocation and allowability of costs affect the agreement negotiated in this contract, it is understood and agreed that the Contractor shall make no change in this accounting system without the prior written approval of the Contracting Officer. Any agreement to modify or change, in any way the Contractor's current method of allocating costs in the overhead, G&A, or other burden center accounts will require negotiation.

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>Overhead Rate</u> | <u>G & A</u> |
|-------------------------------------|----------------------|------------------|
| 12/31/96 | 79.47 | 19.12 |

D. The Government shall not be obligated to pay any additional amount on account of indirect costs above the ceiling rates established herein. Final indirect costs exceeding the rate(s) applied to the base(s) shown above shall be absorbed by the Contractor and considered cost sharing.

E. This advance understanding shall not change any monetary ceiling, cost limitation, nor obligation established in the contract.

ARTICLE VI - COST REIMBURSABLE, FIXED FEE, PAYMENT AND LOGISTIC SUPPORT TO THE CONTRACTOR

A. **Cost Reimbursable**



In accordance with the clause of this contract entitled "Allowable Cost and Payment" (FAR 52.216-7), the Contractor shall be reimbursed in U.S. dollars for reasonable, allocable, and necessary costs incurred during performance of this contract, subject 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.

B. 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 costs, as amended from time to time. However, 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. After payment of eighty-five percent (85%) of the total fixed fee, the clauses of this contract, entitled "Allowable Cost and Payment" (FAR 52.216-7), and "Fixed Fee" (FAR 52.216-8), will be followed.

C. Payment

1. Payment shall be in accordance with the clauses of this contract entitled "Allowable Cost and Payment" (FAR 52.216-7), "Documentation for Payment" (AIDAR 752.7003), and if applicable, the clauses entitled "Fixed Fee" (FAR 52.216-8) or "Letter of Credit Advance Payment" (AIDAR 752.232-70).

2. Payment shall be made by the Payment Office designated in Section G of this contract.

D. Logistic Support

1. The following logistic support will be provided in-kind by A.I.D. and/or the Cooperating Country in accordance with current Mission and Embassy policy, which may be amended from time to time: (note: the offeror shall not include the costs for these items in the offeror's cost proposal):

a. Housing and Utilities: House rental with furniture for the long-term expatriate staff, and all utilities (except telephone) and maintenance costs. Night guard service shall be provided for these houses. Upgrading of houses to meet security standards at post. This will be managed through the Executive Office of USAID/Ghana.

b. Major Household Appliances (Stove, Refrigerator, Freezer, Generator, Air Conditioners, etc.).

c. American Club: Eligibility for Associate Membership at the American Club shall be based on club by-laws. Membership dues are not reimbursable under this contract.

d. Commissary: Access to the commissary by American Contractor personnel shall be based upon prevailing Mission policy. Membership dues are not reimbursable under this contract. Commissary privileges will not be available to non-American passport holders.

e. Embassy Health Unit: Resident contractor personnel and their dependents may be permitted access to the U.S. Embassy Health Unit, based on prevailing Embassy and Mission policy. If access to the Health Unit is not available, the contractor is responsible for securing health care according to its own policies.

f. Transportation: USAID/Ghana will provide assistance for the procurement, insurance and maintenance of a project vehicle to be used by the Contractor for project purposes. The contractor will be responsible for the operating costs of the project vehicle.

All use of project vehicles will be based on prevailing Mission policy.

In the event that project vehicles are not initially available, the contractor may request approval from the Contracting Officer to lease project vehicles for a limited period.

If such request is approved, the contractor will be responsible for all logistic support associated with the lease of the vehicle(s), including insurance, maintenance and operations. Costs incurred for the vehicle lease(s) may be charged to the contract.

g. Radios for Emergency and Evacuation: Access to the Emergency Radio Network will be upon approval by the Regional Security Officer at Post. If Contractor receives approval to use the Emergency Radio Network, radios will be provided by the USAID/Ghana field support unit.

h. Duty Free Entry: Long term contractor personnel (one year or longer) shall be authorized duty free entry of one privately owned vehicle (POV), 7200 lbs House Hold Effects (HHE), 1250 lbs consumables/year, and Unaccompanied Baggage (UAB) (250 lbs. - employee, 200 lbs. - first dependent, 150 lbs. second

dependent, 100 lbs. each and every other dependent).

i. Pouch privileges for First Class Letter Mail: In accordance with AIDAR 752.7015 entitled "Use of Pouch Facilities," Contractor employees are authorized use of the diplomatic pouch for sending and receiving first class U.S. mail up to a maximum of 2 pounds per shipment of correspondence and documents (no magazines or boxes) needed in the administration of foreign assistance programs. U.S. citizen employees (not Third Country National or Cooperating Country National employees) are authorized use of the pouch for personal mail up to a maximum of 1 pound per shipment. Contractor employees may use local USAID postal box to receive magazines and boxes through international mail.

3. The contractor shall be responsible for providing or arranging all logistic support, not mentioned above, as needed through the period of this contract, including the key requirements listed below:

a. Travel Arrangements: All travel arrangements, including the purchase of tickets for Contractor's staff and consultants will be provided by the Contractor.

b. Expendable Supplies/Training Material/Equipment: Any other supplies, training materials and equipment required to support the contract activities will be provided by the Contractor.

END OF SECTION B

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PART I

SECTION C

SCOPE OF WORK

ARTICLE I - BACKGROUND

A. The Trade and Investment Program

The Trade and Investment Program (TIP) is an \$80 million initiative designed to address the constraints that limit private sector investments and production for export in Ghana. Authorized September 30, 1992, TIP is comprised of two components--a \$60 million non-project assistance component addressing principal enabling environment constraints to export production and investment, and a \$20 million project assistance component to strengthen the principal public and private sector institutions involved in investment and export promotion.

There are a number of constraints affecting the general economy which are being addressed by the Government of Ghana (GOG) in cooperation with several donor organizations. The three constraints (identified as a result of extensive pre-project analysis) having the greatest negative impact on non-traditional export growth are: (1) the enabling environment; (2) the present production and marketing capacity and capability of existing and or potential export firms; and (3) the limited financing available to exporters. Each of these constraints is being addressed, albeit, through two separate tracks. USAID's TIP is addressing the first two constraints through conditionality to assist the GOG to focus upon critical policy constraints limiting NTE expansion, and through technical assistance and institutional development to assist the private and public sector overcome constraints limiting growth. The World Bank is addressing export financing issues through a financial sector adjustment credit project.

TIP proposes to expand Non-Traditional Exports (NTEs) from the 1991 level of \$62 million to \$250 million by 1997. NTEs are the fastest growing export sector in Ghana, and they offer an excellent opportunity for expansion. Unlike Ghana's four principle traditional exports (cocoa, gold, timber and electricity) which have limited prospects for growth in the medium term, the prospects for NTEs is very promising. Foreign exchange earnings from NTEs increased from \$1 million in 1983 to \$62 million in 1991. The GOG has become increasingly aware of its vulnerability in relying too heavily on a few primary commodities for its export growth and supply of foreign exchange. With the successful implementation of TIP, the Ghanaian economy will be able to significantly diversify from its traditional export base into the non-traditional sector.

B. Project Assistance Component

The project assistance component of the Trade and Investment Program is a five year effort designed to address specific constraints to greater private sector-led growth, particularly as they relate to increased foreign exchange earnings and employment. This component addresses two sets of constraints: those that affect the public sector's ability to assist private initiatives and those that effect the private sector's capability to develop viable export-oriented projects.

1. Private Sector: TIP will provide three general categories of assistance to the private sector: (a) firm-level export development and advisory services; (b) institutional development support, industry-focussed services, and export readiness for firms; and (c) NTE project development. The three tiers of this assistance form the Technical, Training, and Marketing Assistance Program (TTMAP) element of TIP.

The target audience for TTMAP assistance is: (1) "A-level" firms, which are ready for immediate assistance in finding trade and investment opportunities; (2) "B-level" firms, which require technical and/or managerial assistance to prepare them for trade and investment opportunities in a reasonable period of time; and, to a limited extent, (3) "C-level" firms, which are not ready or willing to take steps necessary to prepare for trade and investment opportunities at this time.

Through these efforts, TIP will build local capacity to identify market demands and produce according to buyers' specifications, accelerate the pace of commercial development in selected industries, and support the development of commercially sustainable trade support services and help producers establish relationships with key service suppliers, internationally and domestically.

Technical assistance, training and market entry support will be provided to individual firms and associations on a cost-sharing or fee recovery basis.

2. Public Sector: Activities funded under this element will support both (1) public sector institutional strengthening and public education and (2) GOG conditionality requirements (discussed in more detail under the non-project assistance component). Specifically, TIP will work with an array of GOG ministries and commodity boards to develop pro-private sector policies and services. Currently, there are at least eight ministries, along with numerous departments and other public sector entities, that could impact directly or indirectly on the activities proposed under TIP.

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Overall program coordination of the public sector element of the TIP will be accomplished through an intergovernmental Trade and Investment Oversight Committee (TIOC), and the day-to-day activities of the TIOC will be implemented and administered through a Trade and Investment Management Unit (TIMU) established within the Ministry of Trade and Tourism.

In addition to strengthening of public sector entities affecting the trade and investment environment in Ghana, TIP will work directly with the Ministry of Trade and Tourism's Trade Policy Unit to build the capacity of the GOG to undertake analyses of policy issues that impact on trade and investment.

C. Non-Project Assistance Component

The Non-project Assistance component provides US\$60 million in five tranches to assist the GOG in adopting a number of actions necessary for private sector export growth. Except for a realistic exchange rate, the present enabling environment in Ghana is not particularly export friendly. Policy, regulatory and public service constraints serve to restrain NTE growth. A concerted action program to improve the enabling environment for exporters is necessary if NTE's are to achieve their export potential.

There are two broad sets of policy constraints that limit growth in NTE investment and production: transparency issues which affect the entry of firms into the NTE sector and trade regime policies. The issues of transparency and appropriate legal framework are constraints not only to overall economic growth, but they are also relevant for NTE expansion and growth. In particular, there is the need to address the more general constraints or issues by consolidating, codifying, publicizing and widely circulating commercial codes and business regulations such as the contract act, labor code, exchange control procedures, custom procedures, tax procedures, export inspecting procedures, etc. Moreover, there is a need to revise the Investment Code to simplify procedures and to reduce the elements of uncertainty caused by the need for various clearances and approvals.

In addition to policy constraints that affect domestic and foreign firms entry into the export sector, there are existing trade regime policies that negatively impact on the profitability of export firms. Further, there are administrative procedures that act as deterrents to exporters and are time consuming.

TIP conditionality is designed to address these and other policy/regulatory constraints to private sector export expansion.

D. End of Project Status (EOPS)

By the end of the Trade and Investment Program, the project and non-project assistance components working together will have resulted in the following EOPS:

- ◆ an increase in the nominal value of NTE's by new and existing firms to \$250 million;
- ◆ an increase in the number of firms participating directly or indirectly in NTEs by 1,500 from the 1991 total of 2,822;
- ◆ an increase in real per capita income of men and women engaged directly or indirectly in NTEs of 5% per year, compared to a 2% increase in the economy as a whole;
- ◆ at least 60,000 new full-time NTE employment opportunities created for men and women.

E. Implementation

TIP will be implemented by an international export development contractor for the TTMAP activities (described in the attached scope of work), an institutional support contractor for the public sector activities (both under project and non-project assistance), a grant to the International Executive Service Corps, a grant to the Africa Project Development Facility (APDF) of the International Finance Corporation, and a grant to the Foreign Investment Advisory Service (FIAS) of the Multilateral Investment Guarantee Agency.

ARTICLE II - Scope of Work For the Export Development Contractor

A. Introduction

The TIP Program is expected to be implemented over a five year period. Project activities which will be the responsibility of the export development contractor will involve the private sector. These project activities include developing a structured program of industry-specific export development services that will work with individual A-level NTE firms, firms which would be ready for immediate assistance in finding trade and investment opportunities, and to B-level firms which would have received support from IESC under TIP to strengthen overall business operations and product development and which are now ready to receive trade and investment advisory services.

The contractor will initially focus assistance on three of the four product areas that appear to offer the greatest potential for generating significant increases in non-traditional exports from Ghana over the next five years. These exports are: (1) food products; (2) value-added wood products; and (3) textiles and garments.

For each sector, the international export development contractor will devise and develop a plan of assistance to identify firms which have the potential to expand exports and to assist them to develop business and financial plans to access capital and markets, identify new export opportunities and new markets, catalogue and establish buyer contracts, conduct training needs analyses, define additional support, and develop and introduce follow-up services programs to producers and buyers to continue expansion of exports.

The contractor will also provide assistance in other product areas should they appear promising. The type of assistance provided will vary from industry to industry and will range from solving immediate problems that constrain existing export activities to more basic and coordinated market entry strategies. The contractor will provide short-term and medium-term assistance to respond to the needs of firms at different stages in their export development and expansion.

The principal objective of these services will be to build a core set of successful export enterprises in selected industries that could serve as the basis for subsequent export expansion and diversification. These initial export successes will help to install a base of local export capabilities and know-how and, hopefully, play a catalytic role in launching the next round of successful export industries by exposing other potential exporters to the requirements for developing successful export operations.

B. Statement of Tasks

The contractor will provide the following types of assistance:

1. Market entry and expansion assessments

The contractor will offer advisory services to individual Ghanaian firms or groups of firms to develop market entry strategies for new export products or market expansion for existing products. Industry and product specialists, provided by the contractor, will assist firms to:

- ◆ conduct assessments of existing capacity to produce for export markets, including the willingness and ability to make the investments and operational changes which will be required.
- ◆ make initial contacts with overseas buyers to identify specific market

opportunities that local producers have a realistic chance of responding to.

- ◆ carry out market studies to assess market and product trends related to priority product areas; including product pricing, distribution channels, production and packaging requirements, volume requirements, quality standards, equipment requirements, and other considerations that producers will need to take into account as part of their market entry strategies.

2. Project Development and Training Needs Assessment

The contractor will conduct assessments of the actions that client firms will need to undertake in order to develop the necessary capacity to produce specific products to meet the specifications of potential or actual buyers. This will include the provision of short-term assistance from specialists such as buyers, product developers, and equipment suppliers.

3. Assistance to Execute Market Entry and Expansion Plans, Including Product Development and Training Programs

The contractor will provide technical assistance and training to firms to assist them to implement their export marketing and production plans. The contractor will provide short term assistance to solve particular problems related to producing or marketing and long term assistance to address the production and market introduction of new export products. This technical assistance and training is expected to assist high potential firms (A-level) in order to generate results in as short a time frame as possible. Later, the contractor will provide training to a broader array of firms which would have been working with IESC and through industry association-sponsored training programs and study tours.

The contractor will provide other technical assistance and training needs of the project to assist firms in product development to help them acquire the basic know how and capacity to export specific products. Additionally, technical assistance and training provided by the contractor will deal with product design, quality control, pricing, packaging, and delivery requirements of buyers. Also, assistance will address problems with input supply, export finance and export documentation. The assistance will help producers with the initial trade transactions and help them to get new products into the marketplace in the right ways, through placing products with importers and distributors who are capable of moving product and supporting the producer for long-term growth. To achieve this, the contractor will engage the involvement of buyers early in the training efforts to ensure that the right types of information are being conveyed. The involvement of buyers will also

help to initiate commercial relationships that give producers access to inside information regarding market opportunities and requirements. The contractor, through the project, will provide assistance through commercial links with suppliers and buyers, among others.

4. Trade Representation, Trade Advisory and Business Management Services

After the firms have been assisted in developing and implementing market entry strategies, the contractor will provide for ad hoc services to help firms identify and engage specialized service suppliers who can provide trade representation, advisory and business management services on a continuing basis through normal commercial arrangements. To achieve this, the project will identify qualified service suppliers and provide referrals as needed.

The contractor will work with both local service firms and international firms to make such services available locally. To achieve this the contractor will assist in developing the service capability of new firms and provide limited term subsidies until the volume of business increases to the point where such services can be maintained on a fully commercial basis.

Through limited ad hoc project services or through the development of local expertise, the following services are expected to be required by Ghanaian firms:

- ◆ trade representation
- ◆ business negotiations or dispute resolution
- ◆ second-stage business planning
- ◆ market reassessments/diversification
- ◆ partner searchers
- ◆ review of financial plans
- ◆ plant and equipment upgrading
- ◆ advanced skills training

5. Overseas-Based Trade Services

To support the firm-level business services and institutional support efforts in Ghana, the contractor, through its agents, will supply overseas services in the U.S., European Community and Asian markets.

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- ◆ the maintenance of liaison offices in the U.S., Europe and Asia to facilitate communications, establish business contacts, recruit product specialists, and facilitate other business dealings on behalf of Ghanaian firms and associations.
- ◆ the conduct of market research studies for selected products, identification of buyers, and the collection of general trade information and statistics relevant to the needs of the participating associations and their members.
- ◆ the development of buyer/supplier contacts and provision of business facilitation services to help initiate new trade transactions (including technology/equipment sourcing).
- ◆ the provision of product specific training/technical assistance in the U.S. Europe and Asia through study tours, in plant training programs, trade show attendance, and special courses (such as those offered by the World Trade Institute)

B Outputs

The contractor is responsible for the following outputs during the life of the contract:

- ◆ At least 50 firms presently exporting receive assistance and the nominal value of their exports increase by 20% per year;
- ◆ At least 50 new firms implement market development and export production plans and are active exporters;
- ◆ Assisted firms generate an additional \$30 million in exports over life of contract;
- ◆ At least 20 "new to Ghana" foreign firms participate as buyers/suppliers with assisted firms;
- ◆ 150-200 NTE firms receive trade advisory, trade representation, and/or other business management services through cost sharing arrangements with commercial service providers.

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C. Level of Effort

Level of effort is estimated to include 36 person months for a local TTMAP Director, 36 person months for an expatriate Export Development Advisor, 66 person months of short-term U.S./Ghanaian technical assistance, 288 person months of field support services and 10 person months of home office support.

1. Primary Duties and Requirements of Resident Personnel

a. Export Development Advisor (36 p/ms)

The Export Development Advisor (EDA) is the contractor's representative in-country and, as such, has responsibility for the accomplishment of the contract scope of work objectives. This position is expected to be filled by an expatriate. This individual is responsible for overall coordination, liaison with other agencies such as USAID, other donors and ministries, where necessary, management of commodity issues, daily technical support to the project's activities, and providing assistance to the support divisions as needed. Primary qualifications for this position are:

- ◆ Excellent ability to manage a multi-component, complex activity.
- ◆ In-depth knowledge of A.I.D.'s regulations, processes and procedures.
- ◆ 12 years experience as an international business consultant providing technical assistance to private sector exporters in developing countries, preferably in one of the sub-sectors targeted for assistance.
- ◆ 5 years experience in export and investment promotion or financial analysis and management, marketing and institutional capacity-building.
- ◆ Ability to work with and advise on export marketing procedures and processes.
- ◆ Excellent oral and written communication skills.

b. TTMAP Director (36 p/ms)

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The TTMAP Director is the contractor's day-to-day manager in-country, and has responsibility for overseeing management operations. This position is expected to be filled by a Ghanaian national. The TTMAP Director is expected to be available through the duration of the project activity. Specific requirements include:

- ◆ 10 years experience managing a project with similar elements.
- ◆ 10 years experience in business enterprise planning, development and management, preferably in one of the sub-sectors targeted for assistance.
- ◆ Strong project design, implementation and evaluation, and feasibility studies skills.
- ◆ Excellent oral and written communication skills.

2. Short-Term Personnel/Technical Assistance

In addition to the above personnel, the contractor shall provide individuals with specialized skills in particular areas that may be necessary to successfully complete task assignments made under this contract. The contractor shall identify and provide short-term personnel/technical assistance needs to adequately perform the contract objectives.

3. Field Support Services

The contractor shall be responsible for providing sufficient local field staff to fully perform and implement the required scope of work.

4. Miscellaneous Studies/Reports Related to Export Assistance

In addition to the above technical assistance, the contractor shall subcontract with local firms to provide specific studies and/or reports that are related to the export assistance component of the TIP project. The actual scope of the studies and/or reports will be coordinated with the contractor and approved by USAID's Project Officer. The contractor shall utilize local contractors and consultants to undertake the studies/reports identified, unless approval from the Project Officer is granted otherwise.

END OF SECTION C

PART I

SECTION D

PACKAGING AND MARKING

ARTICLE I - REPORTS

Pursuant to the clause of this contract entitled "Reports" (AIDAR 752.7026), the cover page of all reports prepared by the Contractor (see Section C of this contract) shall include the organization name, project name (**Ghana Trade and Investment Program (TIP)**), the project number (**641-0126**) and the contract number (**641-0126-C-00-3086-00**). In addition, for activities funded by sources other than the cognizant A.I.D. Project Office, the project/activity number and title associated with the source of those funds shall also be specified.

As appropriate, also note on the face page of the report and, when feasible, on the binding (1) "one volume only" or (2) "volume 1 of 2, volume 2 of 2, etc.

ARTICLE II - COMMODITIES

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

END OF SECTION D

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PART I

SECTION E

INSPECTION AND ACCEPTANCE

ARTICLE I - RESPONSIBLE OFFICIAL

In accordance with the clauses of this contract entitled "Inspection of Services - Cost Reimbursement" (FAR 52.246-5) 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 any other A.I.D. office, unless otherwise stated in writing by the Contracting Officer. See Section I of this contract. Inspection and Acceptance of services and supplies by the cognizant A.I.D. Project Officer shall form the basis for payments to the Contractor.

END OF SECTION E

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PART I

SECTION F

DELIVERIES OR PERFORMANCE

ARTICLE I - PERIOD OF CONTRACT

The effective date for performance of this contract is March 22, 1993. The estimated completion date is thirty six months thereafter. ~~This period may be extended for an additional time as mutually agreed between the parties.~~ *IT WAS DELETED PER CIO'S ORDER OF CORRECTION, DATED 3/21/93, COPY OF WHICH IS ATTACHED.*

ARTICLE II - STOP-WORK ORDER, FAR 52.212-13 (AUG 1989) & ALT. I (APR 1984)

A. The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either -

1. Cancel the stop-work order; or
2. Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government clause of this contract.

B. If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if -

1. The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

2. The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

C. If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

D. If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(End of Clause)

ARTICLE III - KEY PERSONNEL

A. The following personnel positions are considered key and essential to the performance of this contract:

| <u>Position Title</u> | <u>Name</u> |
|----------------------------|---------------------|
| Export Development Advisor | Gordon W. Kunde |
| TTMAP Director | Frank Annan Dowuona |

The key personnel positions identified above are considered to be essential to the work being performed hereunder. Unless otherwise agreed to by A.I.D., the Contractor shall be responsible for providing the personnel included in the Contractor's proposal (and/or best and final offer) which is accepted by A.I.D. through award of this contract. Such individuals are considered key personnel. Unless failure to provide the personnel included in the Contractor's proposal for the key personnel positions specified above is beyond the control, and without the fault or negligence, of either the individual or the Contractor, failure to provide such key personnel may be considered nonperformance by the Contractor. Prior to diverting any of the key personnel named above to other programs, the Contractor shall simultaneously notify the Contracting Officer and the cognizant A.I.D. Project Officer reasonably in advance and shall submit justification (including budget implications) 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 A.I.D. Project Officer not later than 30 days after the diversion of any of the approved individuals. Failure to do so may be considered nonperformance by the Contractor. See Section C.

C. The listing of key personnel positions may, with the consent of the contracting parties, be amended from time to time during the course of this contract to either add or delete positions, as appropriate.

D. Candidates for overseas assignments must be submitted by the Contractor simultaneously to the Contracting Officer and the A.I.D. Project Officer not later than 30 days after notification to the Contractor of the need for such personnel. Failure to do so may be considered nonperformance by the Contractor.

ARTICLE IV - LEVEL OF EFFORT

A. This is a level of effort type contract, therefore the level of effort set forth herein is illustrative and shall be used solely as a guideline to measure Contractor input and performance. The Contractor will not be restricted to the level of effort described below:

B. The illustrative level of effort for the performance of the period of this contract is 448 person-months.

C. The estimated composition of the total person-months of effort is as follows:

| <u>Position</u> | <u>No. of Person-Months</u> |
|---|-----------------------------|
| 1. <u>Long Term Advisors:</u> | |
| Export Development Advisor (Expatriate) | 36 |
| TTMAP Director (Ghanaian Local Hire) | 36 |
| 2. <u>Short-Term Technical Assistance:</u> | |
| U.S./Ghanaian Expatriates | 42 |
| Ghanaian local hire | 36 |
| 3. <u>Field Support Services:</u> | |
| Administrative Assistants (Ghanaian Local hire) | 144 |
| Technical Advisors (Ghanian local hire) | 144 |
| 4. <u>Home Office Support</u> | 10 |

D. For the purpose of this contract, a person-day of effort is one person working eight (8) hours per day. A person-month (pm) of effort is defined as one person working twenty-two (22) days, eight (8) hours per day.

E. Candidates for overseas assignments must be submitted by the Contractor simultaneously to the Contracting Officer and the cognizant A.I.D. Project Officer not later than 30 days after notification to the Contractor of the need for such personnel. Failure to do so may be considered nonperformance by the Contractor.

END OF SECTION F

PART I

SECTION G

CONTRACT ADMINISTRATION DATA

ARTICLE I - TYPE OF CONTRACT, FAR 52.216-1 (APR 1984)

The Government contemplates award of a Cost Reimbursement, Level of Effort contract.

(End of Provision)

ARTICLE II - COGNIZANT A.I.D. PROJECT OFFICER AND CONTRACTING OFFICER

A. The Cognizant A.I.D. Project Officer is the Chief of the Trade, Agriculture and Private Sector (TAPS), USAID/Ghana or his/her designee.

B. The Contracting Officer, USAID/Ghana or his designee(s) will perform all contract administration functions for the resultant contract. See office address in Article IV below. The specific administration functions are identified and explained in various contract clauses throughout this solicitation/contract.

ARTICLE III - PAYMENT OFFICE

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

By U.S. Mail:

Controller
Accra (AID)
Department of State
Washington, D.C. 20521-2020

By International Mail:

Controller
USAID/Ghana
P.O. Box 1630
Accra, Ghana

ARTICLE IV - POST-AWARD CONTRACT ADMINISTRATION OFFICE

The post award contract administration office is:

By U.S. Mail:

Contracting Officer
Accra (AID)
Department of State
Washington, DC 20521-2020

By International Mail:

Contracting Officer
USAID/Ghana
P.O. Box 1630
Accra, Ghana

ARTICLE V - CONTRACT ADMINISTRATION DATA

A. The costs incurred under this contract are chargeable as follows:

Project Title : Ghana Trade and Investment Program
(TIP)
Project Number : 641-0126
Project Office : TAPS, USAID/Ghana
PIO/T Number : 641-0126-3-20097
Amount Obligated : \$1,000,000
Appropriation Number : 72-1121021
Budget Plan Code : GDNA-92-21641-JG13
Earmark/Reservation Control Nos. : RCN: D220093 ECN: P320045
Element 02
Voucher Paying Office : Controller's Office,
USAID/Ghana

B. Additional pertinent information concerning the contractor follows:

C.E.C. Number : 08-112-4596
IRS Tax Identification Number : 52-1267638

ARTICLE VI - CONTRACTOR'S PAYMENT ADDRESS

Payments will be made to the contractor at the address shown on the Cover Page (SF 33) of this contract, unless otherwise indicated below:

END OF SECTION G

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PART I

SECTION H

SPECIAL CONTRACT REQUIREMENTS

ARTICLE I - TECHNICAL DIRECTIONS

Performance of the work hereunder shall be subject to the technical directions of the cognizant A.I.D. Project Officer. As used herein, "Technical Directions" are guidance 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 General Provision clause of this contract entitled "Changes - Cost Reimbursement (FAR 52.243-2), which may only be accomplished by the Contracting Officer. The Contractor shall notify the Contracting Officer in writing of any Technical Directions which s/he considers to constitute changes prior to proceeding therewith.

ARTICLE II - DEFENSE BASE ACT (DBA) AND MEDICAL INSURANCE

A. Defense Base Act Insurance

1. The Contractor agrees to procure Defense Base Act (DBA) insurance pursuant to the terms of the contract between AID and AID's DBA insurance carrier unless the Contractor has a DBA self insurance program approved by the Department of Labor or has an approved retrospective rating agreement for DBA.
2. If AID or the Contractor has secured a waiver of DBA coverage for Contractor's employees who are not citizens of, residents of, or hired in the United States, the Contractor agrees to provide such employees with worker's compensation benefits as required by laws of the country in which the employees are working, or by the laws of the employees native country, whichever offers greater benefits.
3. The Contractor further agrees to insert in all subcontracts hereunder to which the DBA is applicable, a clause similar to this clause, including this sentence, imposing on all subcontractors a like requirement to provide overseas workmen's compensation insurance coverage and obtain DBA coverage under the AID requirements contract.
4. The Contractor agrees to procure Defense Base Act (DBA) insurance pursuant to the terms of the contract between A.I.D. and A.I.D.'s DBA insurance carrier unless the Contractor has a DBA self insurance program approved by the Department of Labor or has an approved retrospective rating agreement for DBA.

The insurance carrier currently under contract with A.I.D. to provide DBA insurance is Wright & Company, 1400 I Street, N.W., Washington, D.C. 20005; Telephone (202) 289-0200, or (800) 424-9801 outside the Washington area (toll free).

B. Medical Evacuation Insurance

The Contractor will be required to obtain emergency evacuation insurance for all its expatriate personnel (and authorized dependents) assigned to work in Ghana. This insurance is available from various vendors, for example, International SOS Assistance, Inc., P.O. Box 11568, Philadelphia, Pa. 19116.

ARTICLE III - EMERGENCY LOCATOR INFORMATION

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

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

ARTICLE IV - PERSONNEL COMPENSATION

A. Definitions

As used herein, the terms "Salaries," "Wages", and "Compensation" mean the periodic remuneration received for professional or technical services rendered exclusive of overseas differential or other allowances associated with overseas service 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.

B. Limitations

Compensation of personnel which is charged as a direct cost under this contract, like other costs, will be reimbursable in accordance with FAR 52.216-7, Allowable Cost and Payment, and Article VI of Section B, Cost Reimbursable, Fixed Fee, Payment and Logistic Support to the Contractor and other applicable provisions of this contract subject to the following additional specified understandings which set limits on items which otherwise would be reasonable, allocable, and allowable.

1. Approvals: Salaries and wages may not exceed the Contractor's established policies, procedures, 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: With respect to employees performing work under this contract, the maximum amount paid under this contract is one annual salary increase of not more than five (5) percent of the employee's base salary after the employee's completion of each twelve month period of satisfactory services under the contract. Annual salary increases of any kind exceeding this five (5) percent limitation 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 A.I.D. Project Officer; and if such provision has been made or approval given, compensation shall not exceed, without specific approval of the rate by the Contracting Officer, (1) the current

compensation for the highest rate of annual compensation received by the consultant during any full year of the immediately preceding three years and (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 A.I.D. Project Officer, or unless such individuals were included in the Contractor's technical proposal, which formed the basis for contract award. Salaries and wages paid to such persons may not, without specific written approval of the Contracting Officer, exceed the level of salaries paid to equivalent personnel by the USAID Mission in the cooperating country. In no event shall compensation for such persons exceed the FS-1 rate, unless approved in advance by the Contracting Officer.

Further, per AIDAR 722.170, certain restrictions apply to compensation and benefits for TCNs. Prior to offering any compensation or benefits restricted by the above cited AIDAR clause, the Contractor must obtain written permission from 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 that figure by 8 hours. Any approvals issued by the cognizant A.I.D. Project Officer pursuant to the above paragraphs shall be retained by the Contractor for audit purposes and a copy of every such approval shall be furnished to the Contracting Officer by the Contractor. Approvals issued by the cognizant A.I.D. Project Officer pursuant to the above must be within the terms of this contract, and with regard to both the definite and indefinite quantity components of this contract shall not serve to increase the authorized level of effort; or the total estimated cost or the obligated amount of this contract (see Section B), whichever is less.

7. Work week:

a. Non-overseas employee. The work week for the Contractor's non-overseas employees shall not be less than the established practice of the Contractor.

b. Overseas employees. The work week for the Contractor's overseas employees shall not be less than 40 hours and shall be scheduled to coincide with the work week for those employees of the A.I.D. Mission and the cooperating country associated with the work of this contract. Extra or premium pay for work on Saturdays will not be paid for long-term expatriate advisors. However, short-term consultants may be authorized a six-day work week, in order to optimize performance, subject to approval by the Cognizant A.I.D. Project Officer.

ARTICLE V - MEDICAL CLEARANCE

A. All Contractor employees (regular and short-term consultants) performing work overseas are subject to the requirements of AIDAR 752.7033 Physical Fitness.

B. Regular Contractor employees and their authorized dependents assigned to post (not short-term consultants) are required to obtain a medical examination that meets the State Department medical standards for assignment to the cooperating country. State Department medical examination forms must be used by the examining physician. These forms may be obtained from: Agency for International Development, FA/PPE, Room 16001, SA-14, Washington, D.C. 20523-1425. Alternatively, forms may be obtained from the USAID Mission. When complete, forms should be mailed by the examining physician to: State Department, M/MED, Washington, D.C. 20520, Attention Dr. A. Rollins. Copies of the medical examination should also be sent to the medical officer at post of assignment. Contractor employees should not commence travel until they have been informed by AID/W (M/MED) that they and their family have received medical clearance for assignment to post.

C. The Contractor shall require employees or consultants being assigned to the Cooperating Country for less than sixty (60) days to be examined by a licensed doctor of medicine. The Contractor shall require the doctor to certify that, in the doctor's opinion, the employee is physically qualified to engage in the type of activity for which he/she is employed and the employee is physically able to reside in the country to which he/she is assigned. If a Contractor has no such medical certificate on file prior to the departure for the Cooperating Country of any employee and such employee is unable to perform the type of activity for which he/she is employed or cannot complete his/her tour of duty because of any physical disability (other than physical disability arising from an accident while employed under this contract), the Contractor shall be responsible for returning the disabled employee to his/her point of hire and providing a replacement at no additional cost to the Government. In addition, the Contractor shall not be entitled to reimbursement for any additional costs attributable to delays or other circumstances caused by the employee's inability to complete his/her tour of duty.

D. For information regarding allowable medical examination expenses, see AIDAR 752.7033 entitled, "Physical Fitness."

ARTICLE VI - RIGHTS IN DATA AND PUBLICATION

A. Rights in Data

All rights in data and publication will be in accordance with the FAR 52.227-14, "Rights in Data - General," and FAR 52.227-16, "Additional Data Requirements". See Section I.

B. RIGHTS TO PROPOSAL DATA (TECHNICAL), FAR 52.227-23 (JUN 1987)

Except for data contained on pages ___, it is agreed that as a condition of award of this contract, and notwithstanding the conditions of any notice appearing thereon, the Government shall have unlimited rights (as defined in the "Rights in Data - General" clause contained in this contract) in and to the technical data contained in the proposal dated _____, upon which this contract is based.

(end of clause)

ARTICLE VII - 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. All goods/commodities shall have their source and origin in countries of A.I.D. Geographic Code 935, except as A.I.D. may otherwise agree in writing.
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 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 marine insurance business in any State of the United States. See the clause of this contract entitled "Source and Nationality Requirements" (AIDAR 752.7004).
4. 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 the contract entitled "Preference for U.S.-Flag Air Carriers" (FAR 52.247-63) and "Source and Nationality Requirements" (AIDAR 752.7004).
5. Except as A.I.D. may otherwise agree in writing, incidental services (defined as installation or erection of A.I.D.-financed equipment or the training of personnel in maintenance, operation, and use of such equipment) shall be financed only with citizens or firms of any country included in A.I.D. Geographic Code 935, except that non-U.S. citizens lawfully admitted for permanent residence in the United States are eligible regardless of their citizenship.

B. Approvals

All purchases of nonexpendable equipment (i.e., property which is complete in itself, does not lose its identity or become a component part of another article when put into use, is durable with an expected service life of two years or more, and which has a unit cost of more than \$500) will require approval of the Contracting Officer. 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 52.244-5). Notwithstanding any approvals issued by the cognizant A.I.D. Project Officer pursuant to paragraph B. Approvals of this Article, the Contractor shall obtain the Contracting Officer's consent for purchases/subcontracts, if required by the clause of this contract entitled "Subcontracts (Cost-Reimbursement and Letter Contracts)" (FAR 52.244-2).

D. Automation Equipment

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

E. Reporting

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

ARTICLE VIII - ORDINARY COURSE OF BUSINESS

With respect to the contract clause entitled "Allowable Cost and Payment" (FAR 52.216-7), "the ordinary course of business" for direct cost payment of employees, consultants, subcontractors, suppliers, and costs incurred in the Cooperating Country, 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 reimbursement from A.I.D. for such costs. Failure to make payment within that period may be considered nonperformance by the Contractor.

ARTICLE IX - TRAVEL EXPENSES

A. Notwithstanding any other provisions to the contrary, if any of the key personnel are discharged by the Contractor for misconduct or inexcusable nonperformance, travel and transportation costs associated with the reassignment of substitute individuals therefore shall not be an allowable cost under this contract.

B. Misconduct shall be defined as the deliberate and/or repeated disregard for the laws and regulations of the cooperating country or of A.I.D.; the continued existence of conflict of interest after advice that such conflict exists; or general behavior unbecoming a professional serving as a part of the United States foreign assistance program. (See the AIDAR clause 752.5013 entitled "Contractor-Mission Relationships"). 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 employees.

C. **Replacement:** A.I.D. reserves the right to require the replacement of any long-term or short-term personnel who, in its opinion, are not performing satisfactorily or who are guilty of misconduct. Repatriation and/or replacement costs in case of misconduct or non/poor performance of any employee, or as a result of resignations prior to completion of assigned tours of duty hereunder shall be at the sole account of the Contractor. (See also Aidar clause 752.7002 entitled "Travel and Transportation" and AIDAR clause 752.7013 entitled "Contractor-Mission Relationships").

ARTICLE X - ORDER OF PRECEDENCE, FAR 52.215-33 (JAN 1986)

Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order:

- A. Schedule (excluding the specifications, see below);
- B. Representations and other instructions;
- C. Contract clauses;
- D. Other documents exhibits, and attachments; and
- E. Specifications or Work Statement.

ARTICLE XI - SECURITY REQUIREMENTS

The Contractor shall not have access to classified information or administratively-controlled information. Employees assigned to this contract may be required to obtain security clearances if directed by the cognizant A.I.D. Project Officer

and/or the Contracting Officer. An individual's inability to obtain a security clearance may be considered sufficient grounds to remove that person from performing under this contract.

ARTICLE XII - DUTY POST

The duty post for work performed under this contract will be Accra, Ghana. The Contractor personnel will be required to travel to other sites in Ghana periodically.

ARTICLE XIII - SPECIAL PROVISIONS REGARDING THE CLAUSES ENTITLED: "TRAVEL AND TRANSPORTATION" (AIDAR 752.7002) AND "PERSONNEL" (AIDAR 752.7027)

A. In accordance with each of the above clauses of this contract, whereunder the Contractor must obtain the Contracting Officer's prior written approval for all international travel under this contract, 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 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 or the obligated amount (See Section B.), whichever is less, which are subject to the clauses of this contract entitled "Limitation of Cost" (FAR 52.232-20) or "Limitation of Funds" (FAR 52.232-22), respectively, as appropriate. (See Section I of this contract.) A copy of each approval issued pursuant to this paragraph shall be retained by the Contractor for audit purposes.

B. After approval of the proposed international travel, the Contractor shall notify the USAID mission and the Cognizant Project Officer, of the arrival date and time and flight identification of A.I.D. financed travelers. (See Section C. of this contract.)

END OF SECTION H

PART II

SECTION I

CONTRACT CLAUSES

THE FOLLOWING CLAUSES APPLY TO THIS CONTRACT

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

ALTERATIONS IN CONTRACTS, FAR 52.252-4 (APR 1984)

Portions of this contract are altered as follows:

- (a) In the clause entitled "Notification of Changes" (FAR 52.243-7), insert "14 days" in the blank in paragraph (b).
- (b) In the clause entitled "Payment for Overtime Premiums" (FAR 52.222.2), insert "zero" in the blank in paragraph (a).
- (c) For contracts with Non-Profit Organizations: In the clause of this contract entitled "Allowable Cost and Payment" (FAR 52.216-7), delete "...Subpart 31.2...", and in lieu thereof, substitute "...Subpart 31.7...".
- (d) For contracts with Educational Organizations: In the clause of this contract entitled "Allowable Cost and Payment" (FAR 52.216-7), delete "...Subpart 31.2...", and in lieu thereof, substitute "...Subpart 31.3...".
- (e) In the clause of this contract entitled "Taxes-Foreign Cost Reimbursement Contracts" (FAR 52.229-8), insert "the cooperative country", and "the cooperative country", respectively in the blanks.

CLAUSES INCORPORATED BY REFERENCE, FAR 52.252-2 (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.

FAR CLAUSES:

- 52.202-1 Definitions (SEP 1991)
- 52.203-1 Officials Not to Benefit (APR 1984)
- 52.203-3 Gratuities (APR 1984)
- 52.203-5 Covenant Against Contingent Fees (APR 1984)
- 52.203-6 Restrictions on Subcontractor Sales to the Government (JUL 1985)
- 52.203-7 Anti-Kickback Procedures (OCT 1988)
- 52.203-10 Price or Fee Adjustment for Illegal or Improper Activity (SEP 1990)
- 52.203-12 Limitation on Payments to Influence Certain Federal Transactions (JAN 1990)

- 52.209-6 Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (JUN 1991)

- 52.215-1 Examination of Records by Comptroller General (APR 1984)
- 52.215-2 Audit-Negotiation (DEC 1989)
- 52.215-22 Price Reduction for Defective Cost or Pricing Data (JAN 1991)
- 52.215-24 Subcontractor Cost or Pricing Data (DEC 1991)
- 52.215-27 Termination of Defined Benefit Pension Plans (SEP 1989)
- 52.215-31 Waiver of Facilities Capital of Money (SEP 1987)
- 52.215-33 Order of Precedence (JAN 1986)
- 52.215-39 Reversion or Adjustment of Plans for Post retirement Benefits other than Pensions (PRB) (JUL 1991)

- 52.216-7 Allowable Cost and Payment (JUL 1991)
- 52.216-8 Fixed Fee (APR 1984)
- 52.216-11, Alternate I Cost Contract-No Fee (APR 1984)
- 52.216-18 Ordering (APR 1984)
Paragraph (a), last sentence, fill in the blanks: "the effective date of this contract as shown in the Schedule through the expiration date of the contract"
- 52.216-22 Indefinite Quantity (APR 1984)
Paragraph (a), last sentence, fill in the blanks: "the effective date of this contract as shown in the Schedule through the expiration date of the contract."

- 52.219-8 Utilization of Small Business Concerns and Small Disadvantaged Business Concerns (FEB 1990)
- 52.219-9 Small Business and Small Disadvantaged Business Subcontracting Plan (JAN 1991)

- 52.219-11 Special 8(a) Contract Conditions (FEB 1990)
- 52.219-12 Special 8(a) Subcontract Conditions (FEB 1990)
- 52.219-13 Utilization of Women-Owned Small Businesses (AUG 1986)
- 52.219-14 Limitations on Subcontracting (JAN 1991)

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- 52.219-16 Liquidated Damages - Small Business Subcontracting Plan (AUG 1989)
- 52.219-17 Section 8(a) Award (FEB 1990)
- 52.219-18 Notification of Competition Limited to Eligible 8(a) Concerns (FEB 1990)
- 52.220-1 Preference for Labor Surplus Area Concerns (APR 1984)
- 52.220-3 Utilization of Labor Surplus Area Concerns (APR 1984)
- 52.220-4 Labor Surplus Area Subcontracting Program (APR 1984)
- 52.222-2 Payment for Overtime Premiums (JUL 1990)
- 52.222-3 Convict Labor (APR 1984)
- 52.222-26 Equal Opportunity (APR 1984)
- 52.222-28 Equal Opportunity Pre-award Clearance of Subcontracts (APR 1984)
- 52.222-29 Notification of Visa Denial (APR 1984)
- 52.222-35 Affirmative Action for Special Disabled and Vietnam Era Veterans (APR 1984)
- 52.222-36 Affirmative Action for Handicapped Workers (APR 1984)
- 52.223-2 Clean Air & Water (APR 1984)
- 52.223-6 Drug-Free Workplace (JUL 1990)
- 52.225-11 Restriction on Certain Foreign Purchases (APR 1991)
- 52.227-1 Authorization and Consent (APR 1984)
- 52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement (APR 1984)
- 52.227-11 Patent Rights-Retention by the Contractor (Short Form) (JUN 1989)
- 52.227-14 Rights in Data-General (JUN 1987)
- 52.227-16 Additional Data Requirements (JUN 1987)
- 52.227-23 Rights to Proposal Data (Technical)(JUN 1987)
- 52.228-3 Workers' Compensation Insurance (Defense Base Act) (APR 1984)
- 52.228-7 Insurance-Liability to Third Persons (APR 1984)
- 52.229-2 Taxes-Foreign Cost-Reimbursement Contracts (MAR 1990)
- 52.230-3 Cost Accounting Standards (SEP 1987)
- 52.230-4 Administration of Cost Accounting Standards (SEP 1987)
- 52.230-5 Disclosure and Consistency of Cost Accounting Practices (SEP 1987)
- 52.232-7 Payments under Time-and-materials and Labor Hour Contracts (APR 1984), modified as follows:
 - Paragraphs (a), (b), (c) and (d): The words "Hourly" "Hour" and "Hours" are deleted and replaced with "Daily", "day" and "Days" respectively.
 - Paragraphs (b)(1), (b)(3), (c), (d) and (g):
 - The terms "Materials", "Direct Materials", and "Materials Costs" are deleted and replace with "Other Direct Costs".
- 52.232-17 Interest (JAN 1991)

- 52.232-20 Limitation of Costs (APR 1984)
- 52.232-22 Limitation of Funds (APR 1984)
- 52.232-23 Assignment of Claims (JAN 1986)
- 52.232-25 Prompt Payment (APR 1989)
- 52.232-28 Electronic Funds Transfer Payment Methods (APR 1989)
- 52.233-1 & Alternate I Disputes (DEC 1991) & Alternate I (DEC 1991)
- 52.233-3 & Alternate I Protest After Award (AUG 1989) & Alternate I (JUN 1985)
- 52.237-3 Continuity of Services (JAN 1991)
- 52.237-8 Severance Payments to Foreign Nationals Employed under a Service Contract Performed Outside the United States (JAN 1991)
- 52.242-1 Notice of Intent to Disallow Costs (APR 1984)
- 52.242-13 Bankruptcy (APR 1991)
- 52.243-2 Changes-Cost Reimbursement (AUG 1987) and Alternate II (APR 1984)
- 52.243-3 Changes-Time and Materials or Labor Hour (AUG 1987) modified as follows:
 - Paragraph (a) is changed to read as follows: "The Contracting Officer may at any time, by written order, and without notice to sureties, if any, make changes within the general scope of delivery order issued under this contract in any one or more of the following:"
 - Paragraph (b), delete the word "Hourly" and replace it with "Daily".
 - Paragraph (c) is changed to make the last sentence read: "However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the delivery order".
- 52.243-7 Notification of Changes (APR 1984)
- 52.244-2 Subcontracts (Cost Reimbursement and Letter Contracts) (JUL 1985)
- 52.244-5 Competition in Subcontracting (APR 1984)
- 52.245-4 Government Furnished Property (Short Form) (APR 1984)
- 52.245-5 Government Property (Cost Reimbursement, Time-and- Material, or Labor-Hour Contracts) (JAN 1986)
- 52.246-5 Inspection of Services - Cost-Reimbursement (APR 1984)
- 52.246-25 Limitation of Liability - Services (APR 1984)
- 52.247-1 Commercial Bill of Lading Notations (APR 1984)
- 52.247-63 Preference for U.S.-Flag Air Carriers (APR 1984)
- 52.247-64 Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 1984)
- 52.249-6 Termination (Cost-Reimbursement) (MAY 1986)
- 52.249-14 Excusable Delays (APR 1984)
- 52.251-1 Government Supply Sources (APR 1984)

AIDAR CLAUSES:

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|-------------------------|---|
| 752.202 -1 Alternate 70 | A.I.D. Definitions Clause -- General Supplement for Use in All A.I.D. Contracts (JAN 1990) |
| 752.202 -1 Alternate 71 | A.I.D. Definitions Clause -- Supplement for Contracts with an Educational Institution for Participant Training (APR 1984) |
| 752.202 -1 Alternate 72 | A.I.D. Definitions Clause -- Supplement for A.I.D. Contracts Involving Performance Overseas (DEC 1986) |
| 752.209-70 | Requirement for Past Performance References (NOV 1982) |
| 752.210-70 | Language and Measurement (JUN 1992) |
| 752.219-8 | Utilization of Small Business Concerns and Small Disadvantaged Business Concerns (FEB 1990) |
| 752.226-2 | Subcontracting with Disadvantaged Enterprises (APR 1991) |
| 752.228-3 | Worker's Compensation Insurance (Defense Base Act) (APR 1984) |
| 752.228-7 | Insurance--Liability to Third Persons (APR 1984) |
| 752.232-70 | Letter of Credit Advance Payment (OCT 1989) |
| 752.245-70 | Government Property - A.I.D. Reporting Requirements (APR 1984) |
| 752.245-71 | Title to and Care of Property (APR 1984) |
| 752.7001 | Biographical Data (DEC 1988) |
| 752.7002 | Travel and Transportation (JAN 1990) |
| 752.7003 | Documentation for Payment (APR 1984) |
| 752.7004 | Source & Nationality Requirements (APR 1989) |
| 752.7006 | Notices (APR 1984) |
| 752.7007 | Personnel Compensation (AUG 1984) |
| 752.7008 | Use of Government Facilities or Personnel (APR 1984) |
| 752.7009 | Marking (APR 1984) |
| 752.7010 | Conversion of U.S. Dollars to Local Currency (APR 1984) |
| 752.7011 | Orientation and Language Training (APR 1984) |
| 752.7013 | Contractor-Mission Relationships (OCT 1989) |
| 752.7014 | Notice of Changes in Travel Regulations (JAN 1990) |
| 752.7015 | Use of Pouch Facilities (JUN 1991) |
| 752.7016 | Family Planning and Population Assistance Activities (AUG 1986) |
| 752.7017 | Local Cost Financing with U.S. Dollars (APR 1984) |
| 752.7018 | Health and Accident Coverage for A.I.D. Participant Trainees (OCT 1989) |

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| 752.7019 | Participant Training (OCT 1989) |
| 752.7023 | Required Visa Forms for A.I.D. Participants (APR 1984) |
| 752.7025 | Approvals (APR 1984) |
| 752.7026 | Reports (OCT 1989) |
| 752.7027 | Personnel (DEC 1990) |
| 752.7028 | Differentials and Allowances (DEC 1988) |
| 752.7029 | Post Privileges (DEC 1990) |
| 752.7030 | Inspection Trips by Contractor's Officers and Executive (APR 1984) |
| 752.7031 | Leave and Holidays (OCT 1989) |
| 752.7032 | International Travel Approval & Notification Requirements (JAN 1990) |
| 752.7033 | Physical Fitness (DEC 1990) |
| 752.7034 | Acknowledgement and Disclaimer (DEC 1991) |
| 752.7035 | Public Notices (DEC 1991) |

SPECIAL 8(a) CONTRACT CLAUSES IN FULL TEXT (FEB 1990)

FAR 52.219-11

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

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

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

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

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

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

(f) To notify AID Contracting Officer immediately upon notification by the subcontractor that the owner or owners upon whom 8(a) eligibility was based plan to relinquish ownership or control of the concern.

(End of clause)

FAR 52-219-12

(a) The Small Business Administration (SBA) has entered into Contract No. 641-0126-C-00-3086-00 with the Agency for International Development (AID) to furnish the supplies or services as described therein. A copy of the contract is attached hereto and made a part hereof.

(b) Amex International, hereafter referred to as the subcontractor, agrees and acknowledges as follows:

(1) That it will, for and on behalf of the SBA, fulfill and perform all of the requirements of Contract No.: 641-0126-C-00-3086-00 for the consideration stated therein and that it has read and is familiar with each and every part of the contract.

(2) That the SBA has delegated responsibility, except for novation agreements and advance payments for the administration of this subcontract to AID with complete authority to take any action on behalf of the Government under the terms and conditions of this contract.

(3) That it will not subcontract the performance of any of the requirements of this subcontract to any lower tier subcontractor without the prior written approval of the SBA and the designated Contracting Officer of AID.

(4) That it will notify the AID Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.

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

(End of Clause)

FAR 52.219-17

(a) By execution of the contract, The Small Business Administration (SBA) agrees to the following:

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

(2) Except for novation agreements and advance payments, delegates to the Agency for International Development (AID) the responsibility for administering the contract with complete terms and conditions of the contract; provided, however, that the contracting agency shall give advance notice to the SBA before it issues a final notice terminating the right of a subcontractor to proceed with further performance, either in whole or in part, under the contract.

(3) The payments to be made under the contract will be made directly to the subcontractor by the contracting activity.

(4) To notify the AID Contracting Officer immediately upon notification by the subcontractor that the owner of owners upon whom 8(a) eligibility was based plan to relinquish ownership or control of the concern.

(b) The offeror/subcontractor agrees and acknowledges that it will, for and on behalf of the SBA, fulfill and perform all of the requirements of the contract.

(f clause)

END OF SECTION I