

AWARD/CONTRACT		1 THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)	RATING	PAGE OF	PAGES
2 CONTRACT (Proc. inst. ident.) NO 263-0202-C-00-3043-00		3 EFFECTIVE DATE 01-04-1993	4 REQUISITION/PURCHASE REQUEST PROJECT NO. 263-0202-3-91147/263-0202		
5 ISSUED BY		CODE	6 ADMINISTERED BY (if other than item 5)		CODE

Office of Contract Services
USAID/Egypt
Unit 64902
APO AE 09839-4902

TECH OFFICE: AGR
USAID/Egypt

ENTERED
APR 22 1993

7 NAME AND ADDRESS OF CONTRACTOR (No. street, city, county, State and ZIP Code)
International Fertilizer Development Center (IFDC)
P.O. Box 2040
Muscle Shoals, Alabama
35662 USA

8. DELIVERY
 FOB ORIGIN OTHER (See below)

Section GATE ORIGINAL

9. DISCOUNT FOR PROMPT PAYMENT

10 SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN:
ITEM 12

11 SHIP TO/MARK FOR CODE FACILITY CODE

12. PAYMENT WILL BE MADE BY
USAID/Egypt/Controller
USAID, Unit 64902
APO AE 09839-4902

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

14 ACCOUNTING AND APPROPRIATION DATA
APPROP. 72-111/21037
B.P.C. QES19123263KG13

15A. ITEM NO.	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
	(See Section C)				

15G. TOTAL AMOUNT OF CONTRACT \$ 198,210.00

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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 _____ 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)
D. Ian Gregory
Project Manager

20A. NAME OF CONTRACTING OFFICER
Leonel T. Pizarro

19B. NAME OF CONTRACTOR
BY _____
(Signature of person authorized to sign)

19C. DATE SIGNED

19D. UNITED STATES OF AMERICA

20C. DATE SIGNED
BY _____
(Signature of Contracting Officer)
Feb. 15, 1993

PART I

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

The Contractor shall furnish all necessary facilities, materials, and personnel and shall perform all services necessary to carry out the Scope of Work identified in Section C.

B.1. Firm Fixed Price

After completion of the work which meets the requirements in Section C, Statement of Work, the firm fixed price shown below shall be paid to the contractor in accordance with FAR contract clause 52.232-01, entitled "Payment."

Total Firm Fixed Price	\$198,210
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B.2. The Contractor shall be entitled to submit one invoice for payment upon successful completion of work as specified herein and as determined and approved by the cognizant Project Officer.

B.3. The Total amount obligated to this contract for performance hereunder is **\$198,210**. The contractor shall not exceed the amount obligated.

B.4.**Budget**

Description	Work Weeks	U.S. \$ Total
I. Personnel Cost		
A. Salary/Key Personnel (a)	11.00	10,080.00
1. Fert Mkt Economist (Team Leader)	10.00	13,103.00
2. Economist	8.00	11,222.00
3. Agronomist	6.00	11,520.00
4. Cooperative Specialist (Cnslt)		
subtotal (A)	35.00	45,925.00
B. Fringe Benefits (b)		
1. Fert Mkt Economist (Team Leader) @68.96%		6,951.00
2. Economist @48.57%		6,364.00
3. Agronomist @16.07%		1,803.00
Subtotal (B)		15,118.00
C. Post Differential @15%		
1. Fert Mkt Economist (TL) - 25 days		4,582.00
2. Economist - 10 days		5,241.00
3. Agronomist - 10 days		2,805.00
Subtotal (C)		12,628.00
D. Local Staff		
1. Economist	6.00	2,340.00
2. Marketing Specialist	6.00	2,340.00
3. Statistician	6.00	2,340.00
4. Agronomist	6.00	2,340.00
5. Driver (2)	8.00	PBDAC
6. Administrative Secretary (2)	19.00	1,320.00
Subtotal (D)	51.00	10,680.00
Total Personnel Cost	86.00	84,351.00

Description	Work Weeks	U.S. \$ Total
II. Nonpersonnel Cost		
A. Travel		
1. International Staff		16,800.00
a. Airfare		
1. (4) rt US-Cairo-US		
b. Per Diem		
1. Cairo - 179 days @ \$121/day		21,659.00
2. Other - (66 days @ \$79/day)		5,214.00
c. Incidental Travel Expenses		900.00
d. Medical and Visa		800.00
e. Medical Evacuation Insurance		150.00
2. In-country Travel		
a. Car Rental (2) x 1mo. ea		PBDAC
b. (4) rt airfare Cairo-Upper Egypt-Cairo		400.00
c. Local Staff - per Diem		
1. Cairo (21 days @ \$60/day)		1,260.00
2. Other - (91 days @ \$31/day)		2,821.00
	Subtotal (A)	50,004.00
B. Operations Cost		
1. Office Rental		PBDAC
2. Computer Rental (2) x 1 mo each		PBDAC
3. Translation Services (15 days)		225.00
4. Communications (tele, fax, postage, freight, etc...)		5,000.00
5. Misc. Office Supplies		2,000.00
	Subtotal (B)	7,225.00
Total Nonpersonnel		57,229.00
Total (I) and (II)		141,580.00
Administrative Fee @ 40%		56,630.00
Total Budget		198,210.00

(a) Budget includes a 4.5% escalation factor to cover salary increases between current and effective dates of contract. Note only actual cost will be charged to project.

(b) Fringe benefits include leave accrual, home leave, insurance, and retirement for IFDC staff, None applicable for consultant.

END OF SECTION B.

SECTION C - STATEMENT OF WORK

**IMPACT OF POLICY REFORM IN EGYPT ON
MARKETING, PRICING, AND UTILIZATION OF
FERTILIZERS AND AGRICULTURAL CHEMICALS**

I. BACKGROUND

The Principal Bank for Development and Agricultural Credit (PBDAC) was the sole distributor of fertilizers in Egypt from 1974 to 1990. The decision to form this state monopoly was motivated by the fear that private dealers would not deliver fertilizer to small farmers and that cooperatives were failing to adequately serve these small farmers' needs. Fertilizer imports were also firmly in GOE hands. Price subsidies equaling fifty percent or more of the retail price were provided to farmers during the last fifteen years. There were ostensibly to stimulate production through lower-priced inputs, and to offset official commodity prices that were fixed below their economic prices.

The level of fertilizer use in Egypt is one of the highest in the world. Over 5 million tons of nitrogenous fertilizers, of 15.5% nitrogen content, have been applied in recent years to about 10 million feddans (two crops per year), about 200 kg of nitrogen per hectare. This compares to a world wide average consumption of 100 kg per hectare. In part, this very high application is owing to price subsidies, suggesting an important distortion of resource allocation in agriculture. Farmers have also been controlled effectively in their use of fertilizer by PBDAC's practice of providing credit in-kind and by pressure from the extension service to apply recommended amounts of fertilizer to specific crops, regardless of the farmers' judgement in the matter.

Pesticides and herbicides have also been affected by varying degrees of government controls during the 1970s and 1980s. Bans on private sector distribution and subsidies were common policies. In particular, cotton pesticides have been completely controlled by the Government and subsidized almost 100 percent until very recently.

Certain policy reforms have been underway since 1987 in the fertilizer subsector under the APCP policy reform program. The most important of these are (1) gradual elimination of fertilizer subsidies by 1993, (2) granting of unsubsidized cash credit in lieu of credit in-kind, (3) gradually opening the retailing,

wholesaling and importing of fertilizer to the private sector and cooperatives, (4) PBDAC is adjusting its marketing margins toward commercial levels, and (5) setting ex-factory prices equal to border prices by 1993. However, PBDAC will retain control over 50 percent of total fertilizer marketed beyond the 1992-93 policy reform agreement period. It is expected that such control will profoundly influence the rate of liberalization of the industry and the potential for efficient private sector marketing.

II. OBJECTIVES OF THE STUDY

. Assess the existing and projected fertilizer marketing and distribution system with respect to performance and cost; and determine the impact of the existing and projected marketing system on the supply and demand for fertilizer. The study will focus on issues related to the privatization/liberalization of fertilizer marketing, distribution, and import procurement rather than fertilizer production. An assessment of the pilot project being carried out by PBDAC to transfer retail fertilizer marketing to the private sector will be an integral and key element in the overall assessment. Other agricultural chemicals are affected by varying degrees of marketing controls or are subsidized.

III. SCOPE OF WORK

Statement of the Problem:

The first step in establishing an open and competitive market for fertilizer and other chemicals, removal of price subsidies and use quotas, is well on the way to completion. The next major step, putting production and marketing into private hands, has made a beginning, but cannot get fully underway until price controls and quotas are completely phased out in 1992. Privatization and liberalization of pricing and marketing will likely occur gradually in three stages:

- (1) Transfer of a percentage of sales from PBDAC to cooperatives and private dealers, allowing private firms to capture whatever share of the market they can in competition with PBDAC (this process is already underway under a pilot program being carried out by PBDAC);
- (2) Allow imports by private firms; and
- (3) Encourage private sector entry into fertilizer and other chemicals production and completely divest PBDAC of its marketing role.

The privatization pilot, assessing private and cooperative capacity at the retailing and wholesaling levels, and design of a divestiture plan for PBDAC, which includes both private and cooperative participation, are currently underway within PBDAC with assistance from the APCP.

In addition to the demand, price estimates and marketing assessment produced by the present study and the related study of supply, the process of privatization may be assisted in several direct ways, including training, credit, and credit guarantees, market studies, and programs to cushion the impact of privatization on the employees of parastatals. The present study will therefore recommend options for implementing market liberalization and privatization of PBDAC marketing facilities, toward encouraging these direct interventions.

Privatization:

As a preliminary step to designing programs to assist in the privatization process, certain gaps in information need to be filled to complement the rather extensive work done by Nathan, the Center for Privatization, and the World Bank group. They have recently assessed the marketing and distribution system and made recommendations for privatizing it, so much of the basic background work, identification of major constraints and policy reforms have already been done. However, several major gaps in the analysis remain.

Much more detail on the existing private sector, including agribusiness firms, general village-level merchants, and other private firms involved in the agricultural sector, but not necessarily involved in marketing fertilizer and other agricultural chemicals, needs to be known to complete the picture regarding the capacity of the private sector to assume PBDAC's marketing functions. Data required include number and size of firms, the market network, credit requirements and investment possibilities. An assessment of the current economic conditions of these firms and potential for growth is needed in order to estimate their potential for entry into production, importing, and marketing of fertilizers. Analysis of alternative privatization schemes, including the role of cooperatives (a major assessment of cooperatives nationwide has been completed), divestiture by PBDAC, and sale of assets at different levels of the marketing chain are required. Two difficult issues are timing of privatization and the fate of PBDAC employees.

PBDAC is in the process of carrying out a pilot effort with cooperatives to test the feasibility of divesting at least some retail and wholesale activities to cooperatives. Assessment of this activity, involving 106 cooperatives in three governorates, will be an integral part of the present study. In addition,

direct sales of fertilizer from factories to agents and merchants began in 1991. This present study will assess the progress of this activity. Such an assessment will assist PBDAC in designing future phases of the divestiture plan and provide cooperatives with hard data on profitability and possible improvements in marketing functions.

Market Development:

As the privatization process begins to evolve, certain improvements in the PBDAC system, public processing manufacturing enterprises, and distribution by cooperatives are most likely possible and desirable, to the end that fertilizer becomes cheaper and more readily available to farmers. The present study should assist in this process by:

- (1) Identifying constraints and recommending improvements in the organization and management of the present marketing system to ensure its capability for handling market demand in an expeditious and cost effective way, and to facilitate moving most of these marketing functions to the private sector. Suggested improvements will be based on an assessment of each of the main marketing functions.
- (2) Recommending options for moving the distribution system into private and cooperative hands to make it more cost effective and responsive to farmers' needs. Recommended changes should be based on a critical review of the adequacy of the warehousing network (location capacity and condition), its management, and its operation and cost effectiveness in transporting fertilizers from their source to retail sales outlets.

IV. SPECIFIC TASKS

The necessary basic data and information from a structured country-wide survey of agents, dealers, and farmers will be made available to the study team. The surveys are being conducted to verify performance under Tranches 5 and 6 of the Agricultural Policy Reform Program in the Agricultural Production and Credit Project.

Task #1: Agronomic/Technical and Economic Analyses

Describe and evaluate the agronomic/technical and economic context within which fertilizer has been used and is likely to be used in the future. Evaluate the impact of fertilizer and other chemicals prices, particularly removal of price subsidies, on

farmer use. Assess observed and anticipated changes in use by amount and type of chemical by crop and by region.

A. Agronomic/Technical Analysis

- (1) Develop (micro level) fertilizer response functions (technology of fertilizer and other chemicals at the farm). Review and evaluate relevant research findings on the response of major crops to types and levels of fertilizer and other chemicals application under specific crop production environments and rotations.
- (2) Selection of Appropriate Fertilizers and other Chemicals:
 - a) Based on information developed in paragraph (1) above and paragraph B(2), identify those chemicals which are agronomically and economically most appropriate for major crops under existing or adjusted crop production conditions and practices, by major soil-type regions.
 - b) Identify additional research which may be required to provide the basis for selecting fertilizers and other chemicals more appropriate for Egyptian agricultural conditions.
 - c) Assess farm-level use of new chemical products, including fertigation, NPK blends, chemigation, and application of other chemicals, and predict demand growth for these new products.
 - d) Determine the appropriate use of potassium sulfate in the different farming systems of Egypt. The emphasis should be on determining the necessity for using potassium sulfate and the need to subsidize it in order to encourage its use. In this analysis, potassium sulfate should also be compared to appropriate technical and economical substitutes.

B. Economic and Policy Analysis

- (1) Describe and analyze the social, political, and macro-economic factors which affect the level of agricultural technology in general and the use of agricultural chemicals in particular; by crops and agricultural zones. Evaluate new technology being produced by research stations and private sector firms and forecast the level of technology likely to be adopted under free

market conditions during the decade of the 1990s. Describe and evaluate the capacity of the research and extension system to produce new technology during the coming decade and transfer it effectively to farmers.

- (2) Utilizing existing data, determine cost and returns functions for use on selected major crops at recommended application rates.
- (3) Using existing crop response curves (related to the work done under paragraph A(1)) and current prices, estimate farm profits for selected major crops.
- (4) Fertilizer Demand:
 - a) Determine and analyze historical trends in fertilizer use by product and nutrient, by crop, and by region for the period 1975-91. Determine trends in use of other chemicals. Due to distortions in the system, planned and actual farm use of fertilizer may differ. Therefore, to the extent data is available, this analysis should be based on actual farm use rather than apparent use that would be based on planned fertilizer use.
 - b) Determine optimal levels of fertilizer use by product type and nutrient, by region for selected major crops. Compare optimal use levels to recommended levels. Analyze the economics of use of other chemicals.
 - c) Prepare forecasts of annual national demand, by year, for the period 1992-2010, by product type, nutrient, and active chemical, by region, and by crop. Depending on data availability, forecasting techniques will involve statistical models using time series data and structural models which relate demand to economic variables affecting product use. Determine the impact of price changes and in the prices of agricultural products on demand to determine the effect of subsidy and crop price changes on the level of chemical use.
 - d) Identify and analyze demand related constraints to expanded product use and suggest remedial actions.
 - e) Project product use (fertilizers, agricultural chemicals) and requirements on new lands, also through the year 2010.

(5) Information for Farmers:

Review current plans and make recommendations for educating farmers in fertilizer and other chemicals use by crop and type of nutrient. Liberalizing crop and chemical prices, and eliminating the "top-down" imposition of a national cropping pattern, will free farmers to choose crops and levels of chemical use. Accordingly, they must have adequate technical and economic information on crop response to chemicals to efficiently make these choices.

(6) Price and Policy Analysis:

- a) Combining the supply and demand analysis, analyze price relationships among crops, other inputs, and agricultural chemicals to determine likely price trends facing producers and farmers under the liberalized market conditions projected for the 1990s. Specific outputs in this analysis should include:
1. Crop/chemical price ratios by season and region, projected over the long-term;
 2. marketing margins and costs;
 3. trends in output, use and price of fertilizer and other chemicals under alternative policy scenarios (alternative transport and storage, sales practices, agronomic (technical) services, and pricing).
- b) Assess the policy and regulatory environment conducive to privatization/liberalization focusing on macro-economic, fiscal, trade, and financial policies; changes at the legislative level to support improvements in such areas as quality control must also be addressed.

Task # 2:

Evaluate PBDAC's pilot efforts to privatize fertilizer and other chemicals marketing by engaging cooperatives and private firms in retail activities, as part of the plan to eliminate the marketing of inputs from PBDAC. The evaluation should:

- (1) Describe and appraise PBDAC's strategy under the pilot program including pricing, allocation criteria, credit

policies, selection of eligible cooperatives and private firms, and regional demarkation;

- (2) Assess the financial outcome of participating firms and cooperatives and assess the quality of service provided (quantity, type, price, etc.);
- (3) Assess farmer's degree of satisfaction with marketing services and prices under the pilot;
- (4) Determine the degree of competition that arose among cooperatives, private firms and PBDAC; and
- (5) Recommend modifications in the pilot program as appropriate.

Task # 3:

Describe and assess the existing private sector firms which could play a role in marketing fertilizer and other agricultural chemicals as price policies change and PBDAC divests itself of its functions in marketing inputs. Factors to be quantified include:

- (1) Develop a profile of small, medium and large firms that function at the village, district, and national level, reporting number, size, current functions, and interest in wholesale and retail marketing of fertilizer and other inputs;
- (2) Assess social economic and managerial capacity to expand involvement in agricultural inputs marketing;
- (3) Assess credit needs, current sources of credit, and disposition to use PBDAC for credit;
- (4) Appraise current physical facilities operated by the private sector, including transport, storage, handling and bagging facilities, and access to expanded facilities.

Task # 4:

Analyze marketing margins and costs at each level of the marketing chain. Factors to be quantified include:

- (1) PBDAC's real economic margins and charges for marketing agricultural chemicals, by major type of chemical.

- (2) Estimate real economic marketing margins and charges for private sector firms. Classify firms by size, region of operation, type of enterprise (multi-purpose, specialized, wholesale, retail), and years of doing business.
- (3) Methods of pricing fertilizer and other chemicals at the factory level, for PBDAC and private traders. Analyze the efficacy of pricing systems. Determine and appraise the margin between factory and farm, analyzing the efficiency of both PBDAC and private traders, by major type of fertilizer and agricultural chemical.
- (4) Assessment of the competitive situation among private dealers and between dealers and PBDAC. Develop measures of market structure (numbers of firms, size, ability to acquire supplies, licensing requirements, assess variance by regions). Compare normative (competitive ideal) prices, costs, and volume with the current situation in both PBDAC and the private sector. Recommend corrective measures if the current situation deviates from the normative or ideal.

TASK # 5:

Assess the role of cooperatives, present and potential, in the marketing of fertilizer and other chemicals as PBDAC withdraws from input marketing and trade is opened to the private sector. Factors to be quantified include:

- (1) Amount, type, and level of the marketing chain handled currently by cooperatives. Compare the general situation with conditions created under the PBDAC pilot program.
- (2) Assess the capacity of cooperatives to handle an increasing share of fertilizer and other chemicals sales. Develop measures of efficiency vis-a-vis the cooperative system as pertains to marketing of fertilizer and other chemicals.
- (3) Assess the credit needs of cooperatives for marketing fertilizer and other chemicals, currently and after complete liberalization of fertilizer marketing.
- (4) Assess the managerial capacity of cooperatives to expand their volume of marketing.

TASK # 6:

Assess the role of credit in the newly liberalizing market for fertilizer and other agricultural chemicals. Factors to be quantified include:

- (1) Estimate total credit needs for transport, storage, and distribution as PBDAC withdraws from inputs marketing business.
- (2) Determine if credit instruments and facilities of PBDAC and Commercial Banks are adequately designed to meet the needs of cooperatives and private traders in the marketing of inputs.
- (3) Assess the capital conditions of PBDAC and compare to estimated credit requirements for fertilizer and other inputs. Develop recommendations for filling any perceived gaps in the supply and demand for credit.

Task # 7:

Assess the adequacy of storage capacity for fertilization and other chemicals at all levels of the marketing chain. Factors to be quantified include:

- (1) Describe and assess storage capacity at all levels of the marketing chain and determine the status of ownership (PBDAC, Factories, Independent Private Sector and Cooperatives). Determine adequacy, current and projected.
- (2) Estimate ideal levels of storage that should be related to factories and compare to the current situation. Estimate the costs associated with the gap available versus required storage space. In particular, estimate costs of moving fertilizer and other chemicals directly from factories to regional storage facilities, then re-routing to other regions, given that factory storage may enable a more efficient storage strategy.
- (3) Examine PBDAC's plans for divesting itself of storage space to ascertain their efficacy. In particular, explore the plans for disposing of storage facilities currently under construction by PBDAC. Examine the laws and regulations governing construction of storage space by the private sector.
- (4) Examine the efficacy of PBDAC's policy of requiring

that borrowers place their stocks in storage space controlled by PBDAC, in order to secure loans. Recommend alternative approaches to their practice.

V. DELIVERABLES AND REPORTING REQUIREMENTS

At the end of the first week the team is together, the Team Leader will deliver a time-phased implementation plan and will prepare a revised scope of work for review by PBDAC, U/AES, and USAID.

A draft study report will be presented to USAID (3 copies), PBDAC (3 copies), and U/AES (1 copy) at the end of the 5th team-week. The Team Leader will call a review meeting with USAID, PBDAC and U/AES during the 6th week, where the report will be discussed. The final report will be submitted to USAID (12 copies), PBDAC (3 copies) and U/AES (1 copy) by the end of the 14th week or before the Team Leader departs Egypt.

VI. LEVEL OF EFFORT

It is estimated that this type of study will require 6 weeks to 11 weeks for parts of the team to be completed plus additional weeks for the Team Leader to prepare for the study and to complete the final report. A team consisting of four expatriates: Fertilizer Marketing Economist as Team Leader, Storage Specialist, Credit/Cooperative Specialist, and Agronomist (a total of 35 person weeks) and four locally hired Egyptian experts: Agricultural Economist, Fertilizer Marketing Technician, Agronomist, and Statistician (a total of 24 person weeks) will comprise the study group. They will be assisted by 19 person weeks of administrative and secretarial support.

VII. QUALIFICATIONS AND TERMS OF REFERENCE FOR THE EXPERTS

A. Expatriate Experts

1. Fertilizer Marketing Economist, Team Leader:
 - Qualifications: A Masters degree or its equivalent in Agricultural Economics, or a closely related field such as Business Administration or Agri-business. At least five years of experience as an analyst and practitioner in fertilizer marketing, at least two of which were in third world countries.
 - Level of Effort: 11 weeks, six days per week.

- Primary Responsibilities:
 - * Coordinate the overall study, including taking the lead in developing the implementation plan, organizing and assigning tasks, and drafting the reports.
 - * Take primary responsibility for Tasks # 1 (the economic part), 2, 3, and 4.
 - * Contribute to the remaining tasks.

2. Economist:

- Qualifications: A Masters degree or equivalent training in agricultural economics and at least five years of experience in analysing the economics of agricultural inputs or products in developing countries.
- Level of Effort: 10 weeks, six days per week.
- Primary Responsibility will be for completing tasks 1-5.

3. Credit/Co-op Specialist:

- Qualifications: Masters degree or its equivalent with a specialization in credit, agri-business, or other area relevant to the development, management, or operation of cooperatives. At least five years of experience as a credit analyst and manager of, or advisor to cooperatives, at least two of which were in developing countries with conditions comparable to Egypt.
- Level of Effort: 6 weeks, six days per week.
- Primary Responsibilities will be for completing Tasks # 5 and 6, and assisting with completing Task # 2.

4. Agronomist:

- Qualifications: Masters degree in agronomy or a related field such as soil science and at least ten years experience in analyzing agricultural fertilizer and chemical use, at least two of which

were in developing countries with conditions comparable to Egypt.

- Level of Effort: 8 weeks, six days per week.
- Primary Responsibilities will be to complete the agronomic/technical parts of Task # 1.

B. Egyptian Experts

1. Agricultural Economist:

- Qualifications: At least a masters degree in Agricultural Economics and hands-on experience in analyzing or managing and farm use of agricultural marketing chemicals.
- Level of Effort: 6 weeks, six days per week.
- Primary Responsibilities:
 - * In collaboration with the expatriate advisors, assemble the data required to conduct analyses and write the reports required for all tasks.
 - * Focusing on what is required to complete Tasks # 1, 2, 3, 4 and 5, take primary responsibility for developing basic data, applying statistical techniques and economic theory to the analyses.

2. Fertilizer Marketing Technician:

- Qualifications: A masters degree in soil and fertilizer science, with at least five years experience in managing fertilizer storage and marketing activities.
- Level of Effort: 6 weeks, six days per week.
- Primary Responsibilities:
 - * Assist the team in developing data for all tasks.
 - * Collaborate with the expatriate advisors in completing the analyses for Tasks # 1, 5 and 7.

- * Take the lead in logging out the analysis and recommendations for Tasks # 4 (cooperatives) and 7 (storage).
- * Assist the team in interpreting the economic results in the context of the Egyptian fertilizer industry.

3. Agronomist:

- Qualifications: M.S. in agronomy, at least ten years experience in analyzing agricultural fertilizer and chemical use in Egypt.
- Level of Effort: 6 weeks, six days per week.
- Primary Responsibility will be to assist in carrying out the agronomic/technical aspects of Task # 1.

4. Statistician:

- Qualifications: At least a Masters degree in statistics and practical experience with collecting and analyzing field data. Experience in running PC computer spreadsheet and statistical analysis packages is also required.
- Level of Effort: 6 weeks, six days per week.
- Primary Responsibilities will be to assist the entire team in assembling and tabulating data. The individual will also be required to manage the running of computer economic and statistical analyses as well as reporting of results.

C. Local Support Staff

1. Administrative Assistant:

- Qualifications: Experience in executing the administrative responsibilities of an office or study team, including experience in PC word processing. An ability to speak and write both English and Arabic is required. Experience in translating between English and Arabic would also be useful.
- Level of Effort: 11 weeks, five days per week.

- Primary Responsibilities will be to assist the entire team but primarily the Team Leader in carrying out administrative duties such as making appointments and travel arrangements, typing, duplicating, and distributing documents, etc.
 - The individual will be supervised by the Team Leader.
2. Secretarial Support: 8 weeks, five days per week.

END OF SECTION C.

SECTION D - PACKAGING AND MARKING

THERE ARE NO PACKAGING AND MARKING REQUIREMENTS.

END OF SECTION D

SECTION E - INSPECTION AND ACCEPTANCE

INSPECTION OF SERVICES - FIXED-PRICE (FAR 52.246-4) (APR 1984)

- (a) Definitions. "Services", as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.
- (b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.
- (c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.
- (d) If any of the services do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by reperformance, the Government may (a) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce the contract price to reflect the reduced value of the services performed.
- (e) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may (a) by contract or otherwise, perform the services and charge to the contractor any cost incurred by the Government that is directly related to the performance of such service or (2) terminate the contract for default.

END OF SECTION E.

SECTION F - DELIVERIES OR PERFORMANCE

F.1. The effective date of this contract is **January 04, 1993**.
The estimated completion date is **April 20, 1993**.

F.2. In the event that the Contractor fails to furnish the level of effort set forth herein for the specified term, then the Contracting Officer may require the Contractor to continue performance of the work beyond the estimated completion date until the Contractor has completed all contract requirements.

F.3. Place of Delivery of Services

The Arab Republic of Egypt.

F.4. Supervision

The contractor shall work under the technical direction of the Project Officer, Fenton Sands, AGR/A.

F.5. USAID/Cairo Responsibilities:

USAID/Cairo's Office of Agriculture (AGR/A) and specifically the Mission Project Officer shall provide oversight and direction for the tasks to be carried out under this contract. In addition, AGR shall schedule meetings and appointments in Egypt for the contractor and coordinate the contractor's activities in country.

END OF SECTION F.

SECTION G - CONTRACT ADMINISTRATION DATA

G.1. Fiscal Data:

Contract No. : 263-0202-C-00-3043-00
PIO/T No. : 263-0202-3-91147
Total Estimated Cost : \$198,210
Amount Obligated : \$198,210
Budget Plan Codes : QES19123263KG13
Appropriation Symbols : 72-111/21037
Project Office : USAID/CAIRO, AGR/A
Payment Office : USAID/CAIRO, FM
Contract Office : USAID/CAIRO, DIR/CS

G.2. Contracting Officer's Technical Representative (COTR)

The cognizant Contracting Officer Technical Representative/Project Officer responsible for technical direction of work under the Contract is as follows:

Mr. Fenton Sands, AGR/A
Cairo Center bldg., 11th Floor
106, Kasr El Aini Street
Cairo, Egypt
FAX No. 011-202-356-2932

G.3. Authority to Bind The Government

The Contracting Officer is the only individual who may legally commit the Government to the expenditure of public funds.

END OF SECTION G.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1. **CLASSIFIED OR ADMINISTRATIVELY CONTROLLED INFORMATION**

The Contractor shall not have access to classified information or administratively-controlled information.

H.2 **Emergency Locator Information**

The Contractor agrees to provide the following information to the Mission Executive 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 responsibility for the contract.
- d. The name, address, and telephone number(s) of each individual's next of kin.
- e. Any special instructions pertaining to emergency situations such as power of attorney designees or alternate contact persons.

H.3 **Special Provisions Regarding the Clauses Entitled "Travel and Transportation" (AIDAR 752.7002) and "Personnel" (AIDAR 752.7027)**

In accordance with each of the clauses of this contract whereunder the Contractor may not send individuals outside the United States or Egypt 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 or Egypt, provided, however, that concurrence with the travel of any and all said individuals is obtained by the Contractor, in writing, from the cognizant USAID Project Officer prior to their travel 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 a copy of the arrival date and time and flight identification of USAID financed travelers.

H.4. Records, Information, Documents and Material

Except as specifically authorized by this contract, or as otherwise approved by the Contracting Officer, records or other information, documents and material furnished by USAID or Egyptian agencies to the Contractor in the performance of this Contract or information developed by the Contractor in the course of the work hereunder, will be used only in connection with the work performed under this Contract. The Contractor will, upon completion or termination of this Contract transmit to USAID all records or other information, documents and materials, and any copies thereof, furnished to the Contractor or developed by the Contractor in the performance of this Contract.

H.8. Defense Base Act (DBA) Insurance

Pursuant to Clauses 52.228-03 and AIDAR 752.228-3, the Insurance Carrier currently under contract with USAID to provide DBA insurance is CIGNA, c/o Wright & Co., 1400 Eye Street, N.W., Suite 1100, Washington, D.C. 20005; telephone (202) 289-0200 or (800) 424-9801 (toll free) outside Washington area; and telex number 440508.

END OF SECTION H.

PART II**SECTION I - CONTRACT CLAUSES****52.252-2 CLAUSES INCORPORATED BY REFERENCE (JUN 1988)**

The 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.

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) 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)
52.203-7	Anti - Kickback Procedures (OCT 1988)
52.203-9	Requirement for Certificate of Procurement Integrity-Modification (NOV 1990)
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)
52.203-13	Procurement Integrity-Service Contracting (SEP 1990)
52.204-4	Contractor Establishment Code (AUG 1989)
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)
52.215-23	Price Reduction for Defective Cost or Pricing Data - Modifications (DEC 1991)
52.215-30-1	Waiver of Facilities Capital Cost of Money (SEP 1987)
52.215-33	Order of Precedence (JAN 1986)
52.219-14	Limitations on subcontracting (JAN 1991)
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 and Water (APR 1984)
52.223-6	Drug Free Workplace (JUL 1990)
52.224-1	Privacy Act Notification (APR 1984).
52.224-2	Privacy Act (APR 1984).

52.225-7 Balance of Payments Program (APR 1984).
52.225-11 Restrictions on Certain Foreign Purchases (MAY 1992)
52.227-1 Authorization and Consent (APR 1984).
52.228-3 Workers' Compensation Insurance (Defense Base Act) (APR 1984)
52.229-3 Federal, State, and Local Taxes (JAN 1991)
52.230-2 Cost Accounting Standards (AUG 1992)
52.230-3 Disclosure and Consistency of Cost Accounting Practices (AUG 1992)
52.230-4 Consistency in Cost Accounting Practices (AUG 1992)
52.230-5 Administration of Cost-Accounting Standards (AUG 1992)
52.232-1 Payments (APR 1984)
52.232-9 Limitation on Withholding of Payments (1984)
52.232-17 Interest (JAN 1991)
52.232-23 Assignment of Claims (JAN 1986)
52.232-25 Prompt Payment (APR 1989)
52.233-1 Disputes (APR 1984)
52.233-3 Protest After Award (AUG 1989)
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)
52.243-1, Alt I Changes - Fixed Price (AUG 1987)
52.245-2 Government Property (Fixed Price) (DEC 1989)
52.246-4 Inspection of Services-Fixed Price (FEB 1992)
52.246-25 Limitation of Liability--Services (APR 1984)
52.247-63 Preference of U.S. Flag Air Carriers (APR 1984)
52.249-4 Termination for Convenience of the Government (Fixed Price) (Services) (Short Form) (APR 1984)
52.249-8 Default (Fixed-Price Supply and Services) (APR 1984)

II. AGENCY FOR INTERNATIONAL DEVELOPMENT (48 Chapter 7) CLAUSES

752.7001 Biographical Data (DEC 1988)
752.7002-70 Travel and transportation (JAN 1990).
752.7003 Documentation for Payment (APR 1984).
752.7005 Language, Weights, and Measures (APR 1984)
752.7006 Notices (APR 1984)
752.7007 Personnel Compensation (AUG 1984)
752.7008 Use of Government Facilities or Personnel (APR 1984)
752.7010 Conversion of U.S. Dollars to Local Currency (APR 1984)
752.7013 Contractor-Mission Relationships (OCT 1989) (Alternate 70) and (Alternate 71)
752.7014 Notice of Changes in Travel Regulation (JAN

1990)
752.7015 Use of Pouch Facilities (JUN 1991)
752.7017 Local Cost Financing with U.S. Dollars (APR
1984)
752.7025 Approvals (APR 1984)
752.7026 Reports (OCT 1989)
752.7027 Personnel (DEC 1990)
752.7028 Differentials and Allowances (DEC 1988)
752.7029 Post Privileges (DEC 1990)
752.7031 Leave and Holidays (OCT 1989)

III. FAR 52.252-4 ALTERATIONS IN CONTRACT (APR 1984)

Portions of this contract are altered as follows:

1. FAR 52.202-1, "Definitions," is altered to add the following:

AIDAR 752.202, AID Definitions Clause - General Supplement for Use in All AID Contracts (Alternate 70) (APR 1984), and Supplement for Contracts Involving Performance Overseas (Alternate 72) (DEC 1986).

2. FAR 52.203-1, "Officials Not to Benefit," is hereby modified to specify that it refers to United States Officials.
3. FAR 52.228-3, "Worker's Compensation Insurance (Defense Base Act)," is altered by adding the following:

AIDAR 752.228-3, "Worker's Compensation Insurance (Defense Base Act)."

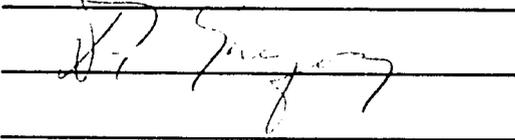
END OF SECTION I.

This Section is hereby incorporated by reference.

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND ACKNOWLEDGEMENTS

REPRESENTATIONS, CERTIFICATIONS, AND ACKNOWLEDGEMENTS

SIGNATURE PAGE

Name of Offeror or Contractor: _____
Title: _____
Signature:  _____
Date: _____

The contractor is required to sign each individual certificate as appropriate.

5/15/91
FAC 90-5

PART IV

K.1. 52.203-4 Contingent Fee Representation and Agreement (APR 1984)

(a) REPRESENTATION. The offeror represents that, except for full-time bonafide employees working solely for the offeror, the offeror -

Note: The offeror must check the appropriate boxes. For interpretation of the representation, including the term "bona fide employee", see Subpart 3.4 of the Federal Acquisition Regulation.]

(1) has, has not employed or retained any person or company to solicit or obtain this contract; and

(2) has, has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

(b) AGREEMENT. The offeror agrees to provide information relating to the above Representation as requested by the Contracting Officer and, when subparagraph (a)(1) or (a)(2) is answered affirmatively, to promptly submit to the Contracting Officer -

(1) A completed Standard Form 119, Statement of Contingent or Other Fees, (SF 119); or

(2) A signed statement indicating that the SF 119 was previously submitted to the same contracting office, including the date and applicable solicitation or contract number and representing that the prior SF 119 applies to this offer or quotation.

K.2. 52.203-8 Requirement for Certificate of Procurement Integrity (NOV 1990)

(a) Definitions. The definitions at FAR 3.104-4 are hereby incorporated in this provision.

(b) Certifications. As required in paragraph (c) of this provision, the officer or employee responsible for this offer shall execute the following certification:

CERTIFICATE OF PROCUREMENT INTEGRITY

(1) I, _____, am the officer or employee responsible for the preparation of this offer or bid and hereby certify that, to the best of my knowledge and belief, with the exception of any information described in this certificate, I have no information concerning a violation or possible violation of subsection 27 (a), (b), (c), or (e) of the Office of Federal Procurement Policy Act* (41 U.S.C. 423) (hereinafter referred to as "the Act"), as implemented in the FAR, occurring during the conduct of this procurement (RFP _____).

(2) As required by subsection 27(d)(1)(B) of the Act, I further certify that each officer, employee, agent representative, and consultant of _____ who has participated personally and substantially in the preparation or submission of this offer has certified that he or she is familiar with, and will comply with, the requirements of subsection 27(a) of the Act, as implemented in the FAR, and will report immediately to me any information concerning a violation or possible violation of the Act, as implemented in the FAR, pertaining to this procurement.

(3) Violations or possible violations: (Continue on plain bond paper if necessary and label Certificate of Procurement Integrity (continuation sheet). Enter NONE if NONE exists).

(4) I agree that, if awarded a contract under this solicitation, the certifications required by subsection 27(e)(1)(B) of the Act shall be maintained in accordance with paragraph (f) of this provision.

(Signature of the officer or employee responsible for the offer and date) _____
(Typed Name of the officer or employee responsible for the offer) _____

*Subsections 27(a), (b), and (d) are effective on December 1, 1990. Subsection 27(f) is effective on June 1, 1991.

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER TITLE 18, UNITED STATES CODE, SECTION 1001. (End of certification)

K.3. 52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (APR 1991)

(a) The definitions and prohibitions contained in the clause at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief as of December 23, 1989, --

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB Standard Form-LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

R.4. 52.204-3 Taxpayer Identification (SEP 1989)

(a) Definitions.

"Common Parent," as used in this solicitation provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Corporate Status," as used in this solicitation provision, means a designation as to whether the offeror is a corporate entity, an unincorporated entity (e.g., sole proprietorship or partnership), or a corporation providing medical and health care services.

"Taxpayer Identification Number (TIN)," as used in this solicitation provision, means the number required by the IRS to be used by the offeror in reporting income tax and other returns.

(b) The offeror is required to submit the information required in paragraphs (c) through (e) of this solicitation provision in order to comply with reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by the Internal Revenue Service (IRS). If the resulting contract is subject to the reporting requirements described in [FAR] 4.902(a), the failure or refusal by the offeror to furnish the information may result in a 20 percent reduction of payments otherwise due under the contract.

(c) Taxpayer Identification Number (TIN).

- TIN: _____.
- TIN has been applied for.
- TIN is not required because:
 - Offeror is a resident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;
 - Offeror is an agency or instrumentality of a foreign government;
 - Offeror is an agency or instrumentality of a Federal, state, or local government;
 - Other. State basis _____

(d) Corporate Status.

- Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;
- Other corporate entity;
- Not a corporate entity;
- Sole proprietorship;
- Partnership;
- Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

(e) Common Parent.

- Offeror not owned or controlled by a common parent as defined in paragraph (a) of this clause.
- Name and TIN of common parent:
Name _____
TIN _____

K.5. 52.209-5 Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters (MAY 1989)

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (MAY 1989)

(a) (1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--
(A) Are___ are not___ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have___ have not___, within a three-year period preceding this offer, been convicted of or had a civil judgement rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and

(C) Are___ are not___ presently indicted for,

or otherwise criminally or civilly charged by a government entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has ___ has not ___, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the forgoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting

from this solicitation for default.

K.6. 52.215-6 Type of Business Organization (JUL 1987)

a. The offeror or quoter, by checking the applicable box, represents that it operates as a corporation, incorporated under the laws of the State of _____, an individual, a partnership, a nonprofit organization, or a joint venture.

b. If the offeror or quoter is a foreign entity, it operates as an individual, a partnership, a nonprofit organization, a joint venture, or a corporation, registered for business in _____ (country).

K.7. 52.215-11 Authorized Negotiators (APR 1984)

The offeror or quoter represents that the following persons are authorized to negotiate on its behalf with the Government in connection with this request for proposals or quotations: [list names, titles, and telephone numbers of the authorized negotiators].

Name: _____	Title: _____
Telephone No.: _____	
Name: _____	Title: _____
Telephone No.: _____	
Name: _____	Title: _____
Telephone No.: _____	

K.8. Other Communications

To facilitate communications, the following numbers are requested:

(a) TELEX Number: _____

(b) TWX Number: _____

(c) Facsimile (Telecopier, Datafax, etc.) Number and Extension: _____

If the machine is automatic, is it sent on 4 or 6 minutes?

K.9. 52.219-1 Small Business Concern Representation (JAN 1991)

(a) Representation. The offeror represents and certifies as part of its offer that it is, is not a small business concern and that all, not all end items

to be furnished will be manufactured or produced by a small business concern in the United States, its territories or possessions, Puerto Rico, or the Trust Territory of the Pacific Islands.

(b) Definition. "Small business concern", as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria and size standards in this solicitation.

(c) Notice. Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to sections 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility shall-

- (1) Be punished by imposition of fine, imprisonment, or both;
- (2) Be subject to administrative remedies, including suspension and debarment; and
- (3) Be ineligible for participation in programs conducted un the authority of the Act.

K.10. 52.219-2 Small Disadvantaged Business Concern Representation (FEB 1990)

(a) Representation. The offeror represents that it / / is, / / is not a small disadvantaged business concern.

(b) Definitions:

"Asian-Pacific Americans", as used in this provision, means United States citizens whose origins are in Japan, China, the Philippines, Vietnam, Korea, Samoa, Guam, the U.S. Trust Territory of the Pacific Islands, the Northern Mariana Islands, Laos, Kampuchea (Cambodia), Taiwan, Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Republic of the Marshall Islands, or the Federated States of Micronesia.

"Indian tribe," as used in this provision, means any Indian tribe, band, nation, or other organized group or community of Indians including any Alaska Native Corporation as defined in 13 CFR 124.100 which is recognized as eligible for the special programs and services provided by the U.S. to Indians because of their status as Indians, or which is recognized as such by the State in which such tribe, band,

nation, group, or community resides.

"Native Americans", as used in this provision, means American Indians, Eskimos, Aleuts, and native Hawaiians.

"Native Hawaiian Organization," as used in this provision, means any community service organization serving native Hawaiians in, and chartered as a not-for-profit organization by, the State of Hawaii, which is controlled by Native Hawaiians, and whose business activities will principally benefit such Native Hawaiians.

"Small business concern", as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria and size standards in 13 CFR 121.

"Small disadvantaged business concern", as used in this provision, means a small business concern that (a) is at least 51 percent unconditionally owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more socially and economically disadvantaged individuals and (b) has its management and daily business controlled by one or more such individuals. This term also means a small business concern that is at least 51 percent unconditionally owned by an economically disadvantaged Indian tribe or Native Hawaiian Organization, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one of these entities which has its management and daily business controlled by members of an economically disadvantaged Indian tribe or Native Hawaiian Organization, and which meets the requirements of 13 CFR 124.

"Subcontinent Asian Americans", as used in this provision, means United States citizens whose origins are in India, Pakistan, or Bangladesh, Sri Lanka, Bhutan, or Nepal.

(c) Qualified groups. The offeror shall presume that socially and economically disadvantaged individuals include Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Subcontinent Asian Americans, and other individuals found to be qualified by the SBA under 13 CFR 124.1. The offeror shall presume that socially and economically disadvantaged entities also include Indian tribes and Native Hawaiian Organizations.

**K.11. 52.219-3 Women-Owned Small Business Representation
(APR 1984)**

(a) REPRESENTATION. The offeror represents that it /
is, / is not a women-owned small business concern.

(b) DEFINITIONS:

"Small business concern", as used in this provision, means a concern including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria and size standards in 13 CFR 121.

"Women-owned", as used in this provision, means a small business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.

**K.12. 52.222-21 Certification of Nonsegregated Facilities
(APR 1984)**

(a) "Segregated facilities", as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

(b) By the submission of this offer, the offeror certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The offeror agrees that a breach of this certification is a violation of the Equal Opportunity clause in the contract.

(c) The offeror further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will -

(1) Obtain identical certifications from proposed subcontractors before the award of subcontracts under which the subcontractor will be subject to the Equal

Opportunity clause;

- (2) Retain the certifications in the files; and
- (3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

NOTICE TO PROSPECTIVE SUBCONTRACTOR OF REQUIREMENTS
FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract under which the subcontractor will be subject to the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

K.13. 52.222-25 Affirmative Action Compliance (APR 1984)

The offeror represents that (a) it / has developed and has on file, / has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) it / has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

K.14. 52.223-1 Clean Air and Water Certification (APR 1984)

The offeror certifies that -

(a) Any facility to be used in the performance of this proposed contract is /, is not / listed on the Environmental Protection Agency List of Violating Facilities;

(b) The offeror will immediately notify the Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the Offeror proposes to use for the performance of the contract is under consideration to be listed in the EPA List of Violating Facilities; and

(c) The offeror will include a certification substantially

the same as this certification, including this paragraph (c), in every nonexempt subcontract.

K.15. 52.223-5 Certification Regarding a Drug-Free Workplace (JUL 1990)

(a) Definitions. As used in this provision, "Controlled substance" means a controlled substance in schedules I through V of Section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11-1308.15. "Conviction" means a finding of guilt (including a plea or nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes. "Criminal Drug Statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession, or use of any controlled substance. "Drug-free workplace" means a site(s) for the performance of work done by the Contractor in connection with a specific contract at which employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance. "Employee" means an employee of a Contractor directly engaged in the performance of work under a Government contract. "Directly engaged" is defined to include all direct cost employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance. "Individual" means an offeror/contractor that has no more than one employee including the offeror/contractor.

(b) By submission of its offer, the offeror, if other than an individual, who is making an offer that equals or exceeds \$25,000, certifies and agrees, that with respect to all employees of the offeror to be employed under a contract resulting from this solicitation, it will -- no later than 30 calendar days after contract award (unless a longer period is agreed to in writing), for contracts of 30 calendar days or more performance duration, or as soon as possible for contracts of less than 30 calendar days performance duration; but in any case, by a date prior to when performance is expected to be completed --

(1) Publish a statement notifying such employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions which will be taken against employees for violations of such prohibition;

- (2) Establish an ongoing drug-free awareness program to inform such employees about--
 - (i) The dangers of drug abuse in the workplace;
 - (ii) The Contractor's policy of maintaining a drug-free workplace;
 - (iii) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (3) Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph (b)(1) of this provision;
- (4) Notify such employees in writing in the statement required by subparagraph (b)(1) of this provision, that as a condition of continued employment resulting from this solicitation, the employee will--
 - (i) Abide by the terms of the statement; and
 - (ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 calendar days after such conviction;
- (5) Notify the Contracting Officer in writing within 10 calendar days after receiving notice under subdivision (b)(4)(ii) of this provision, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee; and
- (6) Within 30 calendar days after receiving notice under subdivision (b)(4)(ii) of this provision of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:
 - (i) Take appropriate personnel action against such employee, up to and including termination; or
 - (ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.

(7) Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs (b)(1) through (b)(6) of this provision.

(c) By submission of its offer, the offeror, if an individual who is making an offer of any dollar value, certifies and agrees that the offeror will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in the performance of the contract resulting from this solicitation.

(d) Failure of the offeror to provide the certification required by paragraphs (b) or (c) of this provision, renders the offeror unqualified and ineligible for award. (See FAR 9.104-1(g) and 19.602-1(a)(2)(i).)

(e) In addition to other remedies available to the Government, the certification in paragraphs (b) or (c) of this provision concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

K.16. 52.225-12 Notice of Restrictions on Contracting with Sanctioned Persons (APR 1991)

(a) Statutory prohibitions have been imposed on contracting with sanctioned persons, as specified in Federal Acquisition Regulation (FAR) 25.10 and in the clause at 52.225-13, Restrictions on Contracting with Sanctioned Persons.

(b) By submission of this offer, the Offeror represents that no products or services delivered to the Government under any contract resulting from this solicitation will be products or services of a sanctioned person, as defined in the clause referenced in paragraph (a) of this provision, unless one of the exceptions in subparagraph (d)(1) or (d)(2) of the clause referenced above applies or unless listed below.

Product or Service

Sanctioned Person

(List as Necessary)

END OF SECTION K.

AID 1350-1 (387)
*PIO/T

AGENCY FOR INTERNATIONAL DEVELOPMENT
PROJECT IMPLEMENTATION ORDER/TECHNICAL SERVICES

1. Cooperating Country
Egypt

2. PIO/T No.
263-0202-3-91147

3. Original or Amendment No. _____

4. Project/Activity No. and Title
Agricultural Production & Credit Project No. 263-0202
Institutional Strengthening Element No. 4, Services

Page 1 of _____ Pages

DISTRIBUTION

5. Appropriation Symbol 72-111/21037

6. Budget Plan Code QES19123263KG13

7. Obligation Status
 Administrative Reservation Implementing Document

8. Project Assistance Completion Date (Mo., Day, Yr.) 9/30/95

9. Authorized Agent USAID/Cairo

10. This PIO/T is in full conformance with PRO/AG No. 263-0202-00 Date 9/30/86

11a. Type of Action and Governing AID Handbook
 AID Contract (HB 14) AID Grant or Cooperative Agreement (HB 13) PASA/RSSA (HB 12) Other

11b. Contract/Grant/Cooperative Agreement PASA/RSSA Reference Number (if this is an Amendment)

12. Estimated Financing (A detailed budget in support of column (2) is attached as Attachment No. _____)

Maximum AID Financing Available	A. Dollars	(1) Previous Total	(2) Increase	(3) Decrease	(4) Total to Date
					\$200,000
	B. U.S.-Owned Local Currency				

REC'D CS
28 SEP 1992

13. Mission References

14A. Instructions to Authorized Agent
DIR/CS is requested to negotiate an appropriate contracting instrument with the International Fertilizer Development Center (IFDC) in Muscle Shoals, Alabama.

14B. Address of Voucher Paying Office
USAID/Cairo

15. Clearances—Include typed name, office symbol, telephone number and date for all clearances

A. The Project Officer certifies that the specifications in the statement of work or program description are technically adequate.
AGR:FSands *[Signature]* Phone No. _____ Date 9/8/92

B. The statement of work or program description lies within the purview of the initiating office and approved agency programs.
PDS:AHelmy *[Signature]* Date 9/14/92

C. PDS:KKertson *[Signature]* Date 9/15/92

D. Funds for the services requested are available.
FM:Lucy Ayad *[Signature]* Date 9/17/92

E. MGT:HDaveller *[Signature]* Date 9/15/92

16. For the Cooperating Country: The terms and conditions set forth herein are hereby agreed to
Signature Mr. M. Nodr *[Signature]* Date Sept. 8, 1992
Title Vice Chairman, PBDAC

17. For the Agency for International Development
Signature John Foti *[Signature]* Date 9/17/92
Title OD/AGR/ACE

*See HB 3, Sup. A, App. C, Att B, for preparation instructions. Note: The completed form contains sensitive information whose unauthorized disclosure may subject an employee to disciplinary action.