

AWARD/CONTRACT		1 THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)	RATING N/A	PAGE OF PAGES 1 122
2. CONTRACT (Proc. Inst. Ident.) NO. LAG-4201-C-00-3052-00		3. EFFECTIVE DATE September 30, 1993	4. REQUISITION/PURCHASE REQUEST/PROJECT NO. See Section G.5	
5. ISSUED BY U.S. Agency for International Development Office of Procurement FA/OP/B/LA Washington, D.C. 20523-1430		6. ADMINISTERED BY (If other than Item 5) Same as Block 5.	PD-ABL-540	

7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, State and ZIP Code) Abt Associates Inc. Hamden Squares - Suite 600 4800 Montgomery Lane Bethesda, MD 20814-5341		8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input type="checkbox"/> OTHER (See below)
9. DISCOUNT FOR PROMPT PAYMENT		10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN ITEM See Block 12
CEC: 05-950-563G TIN: 04-234-7643		

11. SHIP TO/MARK FOR See Section G.1	12. PAYMENT WILL BE MADE BY See Section G.2
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c) <input type="checkbox"/> 41 U.S.C. 253(c)	14. ACCOUNTING AND APPROPRIATION DATA See Section G.5

15A. ITEM NO.	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
	Technical Services to be provided under APAP, Phase III See Section C BEST AVAILABLE DOCUMENT				Obligated Amount \$375,000
15G. TOTAL AMOUNT OF CONTRACT					\$4,423,826

W)	SEC.	DESCRIPTION	PAGE(S)	W)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
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CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

17. <input type="checkbox"/> 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. <input type="checkbox"/> 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.
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19A. NAME AND TITLE OF SIGNER (Type or print) Jerry Martin, Managing Vice President	20A. NAME OF CONTRACTING OFFICER Jay M. Bergman
19B. NAME OF CONTRACTOR BY <i>Jerry Martin</i> (Signature of person authorized to sign)	19C. DATE SIGNED 9/30/93
20B. UNITED STATES OF AMERICA BY <i>Jay M. Bergman</i> (Signature of Contracting Officer)	20C. DATE SIGNED 9/30/93

SECTION B**SUPPLIES OR SERVICES AND PRICES/COSTS****B.1. OVERVIEW**

The Contractor shall provide/perform the definite quantity of services (level of effort) and submit/deliver the definite quantity of supplies (reports and other deliverables) necessary to fulfill A.I.D.'s design for implementation of core-funded portion of the Agricultural Policy Analysis Project - Phase III, (APAP-III) (936-4201), as specified herein.

B.2. SUPPLIES AND SERVICES

This is a Cost-Plus-Fixed-Fee (CPFF) contract (or Cost Reimbursement-No Fee contract; see Section I.1. of this contract for applicability of the clauses entitled either "Fixed Fee" [FAR 52.216-08] or "Cost Contract - No Fee" [FAR 52.216-11], respectively). For the consideration set forth in this Section B., the Contractor shall, during the period specified in Section F.1. of this contract, provide/perform the following services and submit/deliver the following reports and other deliverables.

B.2.(a) Services

In accordance with A.I.D.'s project design and the Contractor's original proposal and/or best and final offer which is accepted by A.I.D. through award of this contract, the Contractor shall provide/perform 48,186 total person-hours 278.0 total person-months) of services, as further described in Sections C. and F. of this contract.

B.2.(b) Reports and Other Deliverables

The Contractor shall submit/deliver the quantities of reports and other deliverables as specified in Section C.4. of this contract.

B.3. TOTAL ESTIMATED COST, FIXED FEE, AND FINANCING**B.3.(a) Total Estimated Cost and Fixed Fee**

The total estimated cost for performance of the work required hereunder, exclusive of the fixed fee, if any, is \$4,105,639. The fixed fee, if any, is \$318,187. The total estimated cost plus fixed fee, if any, is \$4,423,826. The clause of this contract entitled "Limitation of Cost" (FAR 52.232-20) applies.

B.3.(b) Financing

B.3.(b)(1) Obligation of Funds

Funding for this contract shall be provided in increments (hereinafter referred to as "incremental funding") and shall be obligated by unilateral modifications (amendments) to this contract. The Contractor's rights and responsibilities under incrementally-funded contracts are described in the clause of this contract entitled "Limitation of Funds" (FAR 52.232-22).

B.3.(b)(2) Obligated Amount

Within the total estimated cost plus fixed fee (if any) specified in Section B.3.(a) above, the total amount currently obligated and available for reimbursement of allowable costs incurred by the Contractor (and payment of fee, if any) for performance hereunder is \$375,000. The Contractor shall not exceed the aforesaid total obligated amount unless authorized by the Contracting Officer pursuant to the clause of this contract entitled "Limitation of Funds" (FAR 52.232-22).

B.3.(b)(3) Period of Performance for Obligated Funds

It is anticipated that the obligated amount, set forth in Section B.3.(b)(2) above, will be sufficient to fund the Contractor's performance for the estimated period beginning on the effective date of this contract (see Section F.1. of this contract) through approximately December 31, 1993.

B.4. BUDGET

B.4.(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, for providing/performing the services and submitting/delivering the reports and other deliverables specified in this contract. Without the prior written approval of the Contracting Officer, the Contractor may not exceed the total estimated cost set forth in Section B.3.(a) above, or the obligated amount set forth in Section B.3.(b)(2) above, whichever is less. Without the prior written approval of the cognizant A.I.D. Project Officer, the Contractor may not exceed the estimated dollar cost for any individual line item of cost shown below by more than 15% of such line item, except for: (1) indirect costs, which are governed by Section B.6. below; and (2) salaries, wages, and consultant fees (as the terms are defined in Section H.3. of this contract), which may not be exceeded unless approved by the Contracting Officer. The foregoing also applies to the budget in each TSO (see Section F.5.[b][4] of this contract) issued hereunder.

B.4.(b) The inclusion of a dollar amount for salaries and wages, and/or consultants (as the terms are defined in Section H.3. of this contract) and/or subcontract(s) in the following budget does not obviate the requirements of Section H.4. and the clause of this contract entitled "Subcontracts (Cost-Reimbursement and Letter Contracts)" (FAR 52.244-02) for prior written consent to the placement of subcontracts by the Contracting Officer, or Section H.3. of this contract for prior written technical approval by the cognizant A.I.D. Project Officer for the utilization (but not compensation) of non-clerical personnel or Section H.3. of this contract for prior written approval by the Contracting Officer for compensation of non-clerical personnel.

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B.4.(c) Itemized Budget (09/30/93 - 09/29/98)

<u>Item</u>	<u>A.I.D.</u>	<u>* Abt Cost Share</u>	<u>Total</u>
Salaries and Wages.....\$	556,596	\$ 116,491	\$ 673,087
Fringe Benefits.....\$	222,638	\$ 46,596	\$ 269,234
Overhead.....\$	358,448	\$ - 0 -	\$ 358,448
Consultants.....\$	128,700	\$ - 0 -	\$ 128,700
Travel, Transportation and Per Diem.....\$	57,700	\$ - 0 -	\$ 57,700
Nonexpendable Property.\$	- 0 -	\$ - 0 -	\$ - 0 -
Training.....\$	- 0 -	\$ - 0 -	\$ - 0 -
Other Direct Costs (Includes DBA).....\$	212,446	\$ - 0 -	\$ 212,446
Subcontract(s).....\$	2,132,591	\$ - 0 -	\$2,132,591
G&A.....\$	436,520	\$ - 0 -	\$ 436,520
TOTAL ESTIMATED COST...\$	4,105,639	\$ 163,087	\$4,268,726
Fixed Fee.....\$	318,187	\$ - 0 -	\$ 318,187
TOTAL ESTIMATED COST	<u>\$4,423,826</u>	<u>\$ 163,087</u>	<u>\$4,586,913</u>
PLUS FIXED FEE			

* Abt's cost share represents the salaries and fringe benefits for the corporate officer-in-charge and the project secretary (See Section H.11).

B.4.(d) The inclusion of any costs in the above budget does not obviate the requirement for prior approval by the Contracting Officer of cost items designated as requiring prior approval by any of the terms and conditions of this contract including the applicable cost principles (see the clause of this contract entitled "Allowable Cost and Payment" [FAR 52.216-07], as altered by the clause of this contract entitled "Alterations in Contract" [FAR 52.252-04]), nor does it constitute a determination of allowability by the Contracting Officer of any item of cost, unless specifically stated elsewhere in this contract.

B.4.(e) The foregoing budget is based on the Contractor's original proposal and/or best and final offer, which was accepted by A.I.D. through award of this contract, and which is incorporated herein by reference and made a part hereof. The Contractor's original proposal and/or best and final offer may be used to substantiate negotiated agreements between the parties to this contract, but shall not supersede any terms and conditions of this contract.

B.4.(f) 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.

B.5. ESTABLISHMENT OF INDIRECT COST RATES

Pursuant to the clause of this contract entitled "Allowable Cost and Payment" (FAR 52.216-07), and, if applicable (see Section I.1. of this contract for applicability), 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. Pending establishment of revised provisional, final, or revised predetermined indirect cost rates for each of the Contractor's accounting periods which apply to this contract, 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>Description</u>	<u>Rate</u>	<u>Base</u>	<u>Type</u>	<u>Period</u>
Fringe Benefits	<u>40 %</u>	<u>1/</u>	<u>1/</u>	<u>1/</u>
Overhead (Home Office)	<u>46 %</u>	<u>2/</u>	<u>2/</u>	<u>2/</u>
G&A	<u>18 %</u>	<u>3/</u>	<u>3/</u>	<u>3/</u>
G&A (Subcontract)	<u>7.5%</u>	<u>4/</u>	<u>4/</u>	<u>4/</u>

- 1/ Base of Application: Direct salaries and wages excluding vacation, holiday, sick and other paid leave. Not applicable to casual labor and intermittent labor.
Type of Rate : Provisional
Period: September 30, 1993 until amended
- 2/ Base of Application: Direct salaries and wages including fringe benefits. Not applicable to casual labor, intermittent labor and contract site labor and all related fringe benefits.
Type of Rate Provisional
Period: September 30, 1993 until amended
- 3/ Base of Application: Total costs excluding subcontract costs and G&A.
Type of Rate Provisional
Period: September 30, 1993 until amended
- 4/ Base of Application: Total subcontract costs
Type of Rate Provisional
Period: September 30, 1993 until amended

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B.6. ADVANCE UNDERSTANDING ON CEILING INDIRECT COST RATES AND FINAL REIMBURSEMENT FOR INDIRECT COSTS

B.6.(a) 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:

B.6.(a)(1) The distribution base for establishment of final or predetermined fringe benefit rates is direct salaries and wages excluding vacation, holiday, sick and othe paid leave. Not applicable to casual labor and intermittent labor.

B.6.(a)(2) The distribution base for establishment of final or predetermined overhead rates is direct slaries and wages including fringe benefits. Not applicable to casual labor, intermittent labor and contract site labor and all related fringe benefits.

B.6.(a)(3) The distribution base for establishment of final or predetermined G&A rates is total costs excluding subcontract costs and G&A.

B.6.(a)(4) The distribution base for establishment of final or predetermined G&A rates on subcontracts is total subcontract costs.

B.6.(b) The Contractor shall make no change in its established method of classifying or allocating indirect costs without the prior written consent of the Contracting Officer.

B.6.(c) Reimbursement for indirect costs shall be in accordance with Section B.5. above, but not in excess of the following ceiling rates:

<u>For Accounting Period Ending</u>	<u>G&A Rate</u>	<u>G&A Rate Subcontract</u>	<u>Labor Overhead Rate</u>	<u>Fringe Benefits*</u>
09/30/93-03/31/94	<u>18.54%</u>	<u>7.65 %</u>	<u>46.92 %</u>	<u>40.80 %</u>
04/01/94-03/31/95	<u>19.10%</u>	<u>7.80 %</u>	<u>47.86 %</u>	<u>41.62 %</u>
04/01/95-03/31/96	<u>19.67%</u>	<u>7.96 %</u>	<u>48.82 %</u>	<u>42.45 %</u>
04/01/96-03/31/97	<u>20.26%</u>	<u>8.12 %</u>	<u>49.79 %</u>	<u>43.30 %</u>
04/01/97-03/31/98	<u>20.87%</u>	<u>8.28 %</u>	<u>50.59 %</u>	<u>44.16 %</u>
04/01/98-09/29/98	<u>21.49%</u>	<u>8.45 %</u>	<u>51.80 %</u>	<u>45.05 %</u>

* Ceiling on fringe benefit rate excludes any future Federally - or - State mandated increases or new benefits such as in FICA, unemployment insurance, and health care benefits.

B.6.(d) The Government shall not be obligated to pay any additional amount on account of indirect costs above the ceiling rates established herein.

B.6.(e) This advance understanding shall not change any monetary ceiling, cost limitation, or obligation established in the contract.

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B.6.(f) Ceiling indirect cost rates for subcontractors shall be in accordance with the Contractor's original proposal and/or best and final offer which was accepted by A.I.D. through award of this contract.

B.7. COSTS REIMBURSABLE, FIXED FEE, PAYMENT, AND LOGISTIC SUPPORT TO THE CONTRACTOR

B.7.(a) Costs Reimbursable

In accordance with the clauses of this contract entitled "Allowable Cost and Payment" (FAR 52.216-07) and "Documentation for Payment" (AIDAR 752.7003), the Contractor shall, except to the extent specified in Section B.7.(d) below, be reimbursed in U.S. dollars for reasonable, allowable, allocable, and necessary costs incurred during performance of this contract, subject to the clauses of this contract entitled "Limitation of Cost" (FAR 52.232-20) and "Limitation of Funds" (FAR 52.232-22), and other applicable terms and conditions of this contract.

B.7.(b) Fixed Fee

In addition to reimbursement of costs pursuant to Section B.7.(a) above, and if the clause entitled "Fixed Fee" (FAR 52.216-08) is applicable to this contract (see Section I.1. for applicability), the Contractor shall, subject to the clause of this contract entitled "Limitation of Funds" (FAR 52.232-22) and other applicable terms and conditions of this contract, be paid the fixed fee set forth in Section B.3.(a) of this contract in accordance with the clause entitled "Fixed Fee" (FAR 52.216-08), if applicable. Payment of such a fee, if applicable, will apply at the time of each payment to the Contractor for allowable dollar costs (see the clauses of this contract entitled "Allowable Cost and Payment" [FAR 52.216-07] and "Documentation for Payment" [AIDAR 752.7003]), such that 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 for allowable dollar costs is to the total estimated cost, as amended from time to time; provided however, that whenever in the opinion of the Contracting Officer such payment would result in a percentage of fee in excess of the percentage of work completion, further payment of fee may be suspended until the Contractor has made sufficient progress, in the opinion of the Contracting Officer, to justify further payment of fee up to the agreed ratio; provided further, that after payment of eighty-five percent (85%) of the total fixed fee, the provisions of the clause of this contract entitled "Fixed Fee" (FAR 52.216-08) shall be followed.

B.7.(c) Payment

B.7.(c)(1) Payment shall be made in accordance with the clauses of this contract entitled "Allowable Cost and Payment" (FAR 52.216-07), "Prompt Payment" (FAR 52.232-25), "Electronic Funds Transfer Payment Method" (FAR 52.232-28), "Documentation for Payment" (AIDAR 752.7003); and if applicable, "Fixed Fee" (FAR 52.216-08) and "Letter of Credit Advance Payments" (AIDAR 752.232-70) (see Section I. of this contract for applicability).

B.7.(c)(2) The Contractor shall comply with Section C.4.(a)(6) of this contract.

B.7.(c)(3) Payment shall be made by the payment office designated in Section G.2. of this contract.

B.7.(d) Logistic Support

B.7.(d)(1) The Contractor shall be responsible for providing or arranging for all logistic support in the United States and shall generally be responsible for providing or arranging for all logistic support for its overseas performance of this contract. The Contractor shall maintain office space in the U.S. for, and provide full clerical and administrative support to, its personnel.

B.7.(d)(2) To the extent that a USAID Mission or a Cooperating Country provides logistic support for the Contractor's overseas performance under this contract, the costs of such logistic support will not be charged by the Cooperating Country and/or the USAID Mission to the Contractor, and shall not be charged by the Contractor to this contract. Logistic support provided in the form of local currency shall be paid to the Contractor in a manner adapted to the local situation and as agreed to by the Mission Director, in writing. The documentation for such costs shall be on such forms and in such manner as the Mission Director shall prescribe.

B.7.(d)(3) If, under emergency circumstances, it is necessary for a USAID Mission to pay for any in-country costs on behalf of the Contractor in order to facilitate implementation of any activities under this contract, the Mission may bill the Contractor for such costs, and the Contractor may, in turn, charge those costs against this contract (however, see Section B.7.[d][2] above, wherein logistic support to be provided by the Mission will be provided without charge). Under no circumstances will the Mission recoup those costs via an Advice of Charge (AOC) to the payment office. In addition, in order to maintain the Contractor's responsibility for compliance with the clauses of this contract entitled "Limitation of Cost" (FAR 52.232-20) and "Limitation of Funds" (FAR 52.232-22), a Mission may not pay any in-country cost without the prior written approval of the Contractor, which approval must indicate a maximum amount which may be paid.

SECTION C

WORK STATEMENT

C.1. BACKGROUND AND PROBLEM STATEMENT

C.1.(a) Background

C.1.(a)(1) The Agency for International Development's (A.I.D.'s) agricultural development strategy recognizes that a sound economic policy environment is essential to the growth and development of the agricultural/agribusiness sector, the effectiveness of domestic public and private investments, and external economic assistance. A.I.D. fosters healthy economic environments for agricultural development and growth through an ongoing dialogue with host country governments on options for reform of restrictive policies. A.I.D. lays the groundwork for this policy dialogue by sponsoring technical assistance and synthesis, and comparative policy analysis research into economic and socioeconomic issues concerning the sector and the natural resource base, thereby assisting host governments to examine the impact their policies have on the agricultural sector and the environment.

C.1.(a)(2) In response to concerns that the policy environment (e.g., inappropriate pricing, marketing, trade, and exchange rate policies) in many developing countries, and those in economic transition, had discouraged food production and agricultural development, many of these countries are undertaking and reforming their economic policies to reduce market distortions, government interventions, etc., and to increase their competitiveness. A.I.D. has authorized a third phase of the centrally-funded Agricultural Policy Analysis Project (APAP-III) to be managed by the Office of Agriculture, within the Bureau for Research and Development (R&D/AGR). APAP-III is designed to support USAID Mission and host country policy decision-makers' efforts to identify and analyze critical policy issues, to remove constraints affecting the agricultural and agribusiness sectors, and to minimize environmental degradation.

C.1.(a)(3) Specifically, APAP III is intended to: (A) assist USAID Missions and host country policy decision-makers in performing policy analysis in support of policy formulation and monitoring and verification of economic policies affecting the sector; (B) perform comparative research and synthesize A.I.D. lessons and experiences on the impact of policy reforms on the agricultural/ agribusiness sector; (C) develop training material and appropriate computer-based methodologies for assessing policy impacts; and (D) disseminate policy information and findings to Missions and host country decision-makers. Much of the project's work will center around policy issues within five general areas:

- C.1. (a) (3) (A)** reduction of government intervention in agricultural production, marketing, and food processing;
- C.1. (a) (3) (B)** improvement in the organization and functions of markets;
- C.1. (a) (3) (C)** rationalization of decision making concerning public expenditures and investments in research and social programs;
- C.1. (a) (3) (D)** equity issues; and
- C.1. (a) (3) (E)** promotion of agricultural sustainability by correctly pricing natural resources, particularly land and water.

C.1. (a) (4) Phases I and II of the Agricultural Policy Analysis Project (APAP-I and APAP-II) provided research, technical assistance, and training services to 26 USAID field Missions and host countries, as well as to A.I.D. Regional Bureaus, in a variety of efforts to foster an improved capability to conduct policy analysis and policy dialogue. APAP supported USAID Missions' policy analysis and institution-building efforts by providing technical assistance to analyze host country policies, and to design and evaluate policy analysis projects. This was to be accomplished by helping USAID field Missions to conduct better analyses of host country policies by institutionalizing the policy analysis process in host countries and increasing the capacity of, and fostering demand for, policy analysis among host country decision makers. The major emphasis in both cases was on making policy analysis useful to decision-makers.

C.1. (a) (5) In addition to these country program contributions, APAP-I and APAP-II also generated literature on the policy process and policy analysis methodologies for use by A.I.D. agriculturalists and economists as well as host country analysts. The cross-country and cross-regional nature of the project fostered the exchange of lessons learned. APAP-I and APAP-II generated the development of policy analysis guidelines and a revised policy manual for A.I.D. agriculture and rural development officers, conducted comparative analyses of agricultural policy and planning projects, developed several microcomputer-based policy analysis tools, and conducted training and workshops worldwide.

C.1.(a)(6) From A.I.D. agriculture policy and planning projects during the 1970s, a synthesis of "lessons-learned" was prepared under APAP for use by technical assistance teams. These experiences were incorporated into sets of guidelines for A.I.D. agricultural officers. Several country case studies on building agriculture policy analysis capacity and techniques for policy analysis, including microcomputer applications, were produced under APAP. The project undertook the building of networks of policy analysts in Africa, Asia, Near East, and Latin America as part of a strategy to build analysis capacity and encourage policy reform through shared experiences. The development of a roster of U.S. agricultural policy specialists has aided USAID Missions in identifying and tapping technical and advisory talent in the broad range of academic institutions and public and private agencies where they are located. A recent external evaluation recommended that a third phase of APAP be implemented.

C.1.(b) Problem

C.1.(b)(1) Governments of many countries strongly intervened in their economies, including their agricultural sectors. For most of the past three decades, government policies regarding agriculture have adversely affected agricultural incentives, output, and farm income. The bulk of discrimination against agriculture comes from indirect price interventions that are rooted in the national development strategies of industrialization, based on import substitution. The argument for heavy taxation (fixing prices below market value) on agricultural production was based on the incorrect belief that agriculture was impervious to price incentives, and therefore taxing it would not affect output. Moreover, taxing agriculture (through price controls) was an easy policy to administer and attractive in countries with a thin tax base.

C.1.(b)(2) During the late 1960s, governments intervened heavily in the planning and control of their agricultural sectors. These interventions reduced the role of markets and nationalized land ownership, established public monopolies, controlled foreign exchange rates, imposed high tariffs, provided large food subsidies, controlled wages, and enlarged government employment. In many cases, these governments pursued a socialist political order and established strong, centrally-planned economies in lieu of market-based economies. During the 1980's, many developing countries' economies were severely affected by high oil prices, high world market interest rates, declining food prices, weakening export demand, and increasing trade deficits. Countries increased their foreign borrowing to meet the basic needs of their growing populations, thus increasing their debt burden. The increasing external and

internal imbalances were compounded by tightening capital markets. Starved of private capital and faced with growing balance of payment deficits, developing countries turned to multilateral and bilateral institutions for assistance. This, however, was offered only on the basis of structural adjustment conditionality.

C.1.(b)(3) Over 50 developing countries have adopted adjustment packages substituting the new open-market decision-making for state control. These structural adjustment packages attempt to establish a balance between government revenues and expenditures, and to enhance market competitiveness in order to promote investment and private enterprise. This has resulted in cutting government expenditures, notably through reducing subsidies, liberalizing domestic commodity and factor (labor) markets, prices, and trade. The resulting change in incentives serves, fundamentally, to alter the organization of economic activity and the relative position of different economic sectors. The agriculture sector is one that is getting renewed attention in that a prerequisite for a resumption of growth in most developing countries is an increase in agricultural output and productivity.

C.1.(b)(4) Development specialists and economists are recognizing the importance to the national economy of an open and growing agricultural/agribusiness sector. Results from several case studies have demonstrated the negative relationship between the rate of total taxation of agriculture and Gross Domestic Product (GDP) growth. These studies also suggested that GDP rose as the indirect taxation of agriculture fell. Results demonstrated that policies that lower agriculture's domestic terms of trade below international levels were associated with a slowdown in economic growth. This is precisely the opposite of the intended effect which policy decision-makers desired. Such types of policy/price analysis is useful in persuading policy decision-makers to support policy reforms in order to provide a better economic environment for increasing agricultural growth and employment opportunities.

C.1.(b)(5) Many countries, at different stages in their adjustment process, are establishing open free market economies. The sequencing and speed of reform is different for each country and needs to be better understood in order to reduce price/income instability and political set-backs. Missions and host governments will need to continue their analyses and measuring of the impacts of policy reforms on: (A) the rural and urban poor; (B) effects on private investments and savings; (C) on agricultural productivity and efficiency; (D) food security; (E) income/price variability; and (F) the pricing of natural resources. The continuation of APAP, through Phase

III, is one means of providing continued policy analysis support to USAID Missions and policy decision makers. Under APAP-III, synthesis and comparative studies will be guided by Mission demand through buy-ins and not pre-set at the beginning of the project. APAP-III's emphasis is on policy reforms that eliminate price distortions, reduce government controls and regulations, and eliminate trade barriers for markets to be free, fair, and efficient. This supports and builds upon the privatization and policy reforms being promoted by multilateral donors and A.I.D.

C.1.(b)(6) The R&D Bureau's Office for Agriculture, Division for Agricultural Policy and Planning (R&D/AGR/APP) has primary responsibility to assist the Missions and Regional Bureaus in identifying policy constraints, analyzing trends in agriculture, developing strategies, and otherwise providing technical leadership and guidance to Missions, and communicating information on policy issues to other A.I.D. offices, Congress, other U.S. Government (USG) organizations, and international donors. The division's work supports the Agency's goal of achieving broadly-based, sustainable economic growth and directly contributes toward increased Regional Bureau and Mission capacity to analyze host country agricultural and natural resource policy programs and support appropriate design and implementation activities.

C.1.(c) Implementation Strategy

The Project Assistance Completion Date (PACD) for APAP-III is 8/30/2003. Although, APAP-III is a discrete new project, APAP-III is a follow-on to APAP-II which provided technical services to increase developing country decision-makers' knowledge and understanding about how key economic policies affect agricultural and rural sector development. APAP-III has incorporated useful practices which evolved during APAP-I and APAP-II, as well as recommendations from the recent evaluation. As A.I.D.'s strategic goals change over time, APAP-III is designed to quickly respond to Mission and Regional Bureau requirements and contribute to the attainment of A.I.D.'s objectives. APAP-III will provide the R&D Bureau, Regional Bureaus, Missions, and host countries with focused policy studies, program evaluations, collaborative inquiry results, policy analysis and assessments, food security strategies, agribusiness policy assessments, and natural resource policy assessments. Actual areas of technical assistance and the associated fields of expertise may change from time-to-time, within the scope of work of the APAP-III project and in accordance with Missions' needs.

C.2. PROJECT OBJECTIVES/PROJECT DESCRIPTION**C.2.(a) Project Goal**

In APAP-III, the project will support Missions and their host-country governments in performing policy analysis aimed at improving market organizations and functions, and strengthening rural market linkages involving land, labor, and credit markets for sustained agricultural growth with equity. The goal of the project is to create the type of economic environment in host countries characterized by efficient agricultural market systems, sustained economic growth of the agricultural sector, and increased employment opportunities. The project goal will be realized when governments adopt policy reforms that support the sustainability of growth in the agricultural sector and promote investments that result in the expansion of agribusiness.

C.2.(b) Project Purpose

The project purpose is to assist host country decision-makers in identifying issues and resolving problems concerning agricultural policy, especially issues relating to market performance, equity, and agricultural/environmental sustainability. The project purpose is explicit that the development impact of the project will be through the interaction of USAID Missions with host country decision makers, and that it is the role of the project to facilitate this effort by making technical support services available to the Missions and host country. This purpose is based on the assumption that USAID Missions and host countries can benefit from participation in a centrally-funded project that can assemble a wide array of high-quality expertise to which individual, country-specific projects might not have access. It also assumes that there are advantages in learning from, and building upon, the experience of other countries involved in similar activities.

C.2.(c) Project Mandate

The project mandate is to deliver prompt, quality technical assistance service to Missions, Regional Bureaus, and host countries in support of agricultural policy programs. Project resources will be dedicated to meeting technical assistance needs worldwide.

C.2.(d) Technical Areas

Initially, technical specialty or subject matter areas to be covered by the project have been selected in line with field Mission, Regional Bureau and host country needs. The cognizant A.I.D. Project Officer will closely monitor the field's requests

for technical assistance as well as the needs of Regional Bureaus, to determine if any changes in the technical and personnel mix are required. The number of areas covered may fluctuate with actual funding availabilities and demand. Annual management reviews and Mission request and feedback on technical assistance assignments will be used to evaluate the technical skill mix and identify any areas that should be adjusted in order to better address the needs of Missions and Regional Bureaus. The initial technical specialty or subject-matter areas to be supported by the project are:

- C.2.(d)(1) Agricultural and Food Policy;
- C.2.(d)(2) Environmental and Natural Resource Management;
- C.2.(d)(3) Agribusiness and Marketing Policy;
- C.2.(d)(4) Public Administration Management Policy;
- C.2.(d)(5) Agricultural Research and Extension Policy;
- C.2.(d)(6) Financial and Credit Policy;
- C.2.(d)(7) Political Economy;
- C.2.(d)(8) Monetary and Fiscal Policy; and
- C.2.(d)(9) Trade Policy.

C.2.(e) Project Outputs

Examples of key APAP-III outputs toward which the technical assistance services will be directed, include but are not necessarily limited to, the following:

- C.2.(e)(1) Strategy formulation and development of program indicators;
- C.2.(e)(2) Advisory and technical assistance services;
- C.2.(e)(3) Sector or policy inventory assessments;
- C.2.(e)(4) Monitoring/evaluation of policy reforms;
- C.2.(e)(5) Impact evaluation or analyses of policy reforms;
- C.2.(e)(6) Conceptual input for program/project development, design, and evaluation;

- C.2.(e)(7) Development of technical terms of references for policy research or assessments; and
- C.2.(e)(8) Technical training, and guideline and methodology development for policy analyses.

C.2.(f) Project Components

R&D/AGR, in cooperation with the technical offices of A.I.D. Regional Bureaus, has designed a follow-on project to APAP-I and APAP-II, which draws on external evaluation findings and recommendations, USAID field Mission responses to queries on their interests and needs, and experiences with the project during Phases I and II. This third phase of APAP employs four components aimed at achieving the project goal and purpose: (1) technical assistance for policy analysis; (2) synthesis and comparative policy analysis; (3) computer-based guidelines and methodology development; and (4) information dissemination.

C.2.(g) Project Implementation Plan

The implementation plan for APAP-III is as follows:

C.2.(g)(1) Procurement Plan

In order to assure maximum flexibility and quality in the technical assistance service under APAP-III, and to facilitate access to high-quality experts, two primary procurement mechanisms will be utilized for implementation of APAP-III, as follows:

C.2.(g)(1)(A) Competitively-awarded Contracts

A full and open Request for Proposals (RFP) will result in the award of two contracts to the same Contractor. The first contract (hereinafter referred to as the "core contract") will be a cost-reimbursement (either cost plus fixed-fee [CPFF] or cost contract, no fee), definite quantity, level-of-effort (LOE) contract, funded exclusively by the R&D Bureau from funds allocated/allotted to the APAP-III project in the annual A.I.D. OYB process, but excluding OYB transfers which will be handled under the second (buy-in) contract. In addition, based on other A.I.D. and other host country demand, it is anticipated that Missions, Regional Bureaus and host countries will require access to the resources and expertise developed under the core contract, through what is hereinafter referred to as a "buy-in" to the APAP-III project. A buy-in is the acquisition of services or reports and other deliverables from the Contractor

that are related and complementary to, and within the scope and in furtherance of, the core contract. Buy-ins will be implemented under the second contract, which will be an Indefinite Delivery (Requirements)/Time-and-Materials (T&M) contract (hereinafter referred to as the "buy-in contract"). The core contract provides for day-to-day project management/technical support/contract administration by a core team of personnel (consisting of the key personnel specified in Section F.6 (c) of this contract and clerical support shown in Section F.6.(a) of this contract) and short-term specialists. The buy-in contract provides for short-term specialists. The competitively-awarded contracts will be the primary means of acquiring APAP-III technical assistance services.

C.2.(g)(1)(B) Other Direct Procurement

This mechanism may include direct purchase orders, Indefinite Quantity Contract (IQC) delivery orders, other competitive or noncompetitive contracts, grants, or cooperative agreements for design of scopes of work, terms of references, project audits, evaluations, and other technical assistance services or reports, and other deliverables required by the project.

C.2.(g)(2) A.I.D. Management and Administration

A.I.D. management and administration of APAP-III will be the responsibility of the post-award contract administration office specified in Section G.3. of this contract, and the cognizant A.I.D. Project Officer (see Section G.1. of this contract) with support from other personnel in R&D/AGR.

C.2.(g)(3) Roles and Responsibilities

C.2.(g)(3)(A) Role of Cognizant A.I.D. Project Officer

The cognizant A.I.D. Project Officer is defined in Section G.1. of this contract. Up to 75 percent of the cognizant A.I.D. Project Officer's time will be spent on APAP-III project management. This person's specific responsibilities will encompass the following:

C.2.(g)(3)(A)(i) Preparing (or, for buy-ins, assisting in the field Mission preparation of) scopes of work, budgets, PIO/T documents, etc.; reviewing and providing administrative approval (inspection and acceptance) for all (core and buy-in) vouchers/financial reports.

C.2.(g)(3)(A)(ii) Acting as central liaison and coordinator between the Contractor and other A.I.D. Bureaus, field Missions and host countries;

C.2. (g) (3) (A) (iii) Assuring that the Contractor comply with A.I.D. and bureau guidance and contractual requirements;

C.2. (g) (3) (A) (iv) Providing technical directions in accordance with Section F.2. of this contract and reviewing/signing TSOs in accordance with Section F.3. of the core contract;

C.2. (g) (3) (A) (v) Providing all approvals for which the cognizant A.I.D. Project Officer is designated as the approving official (e.g., the utilization [but not compensation] of non-clerical personnel);

C.2. (g) (3) (A) (vi) Inspection and acceptance of all services and reports and other deliverables in accordance with Section E. of this contract;

C.2. (g) (3) (A) (vii) Serving as the Contracting Officer's Technical Representative (COTR); and

C.2. (g) (3) (A) (viii) Monitoring, evaluating, and reporting project accomplishments and financial status, as well as overseeing the dissemination of project deliverables, studies, and reports; and monitoring and evaluating the Contractor's performance, and

C.2. (g) (3) (A) (ix) Concurrence of changes in key personnel and approval of annual Work Plan.

C.2. (g) (3) (B) Role of Program Leaders

Each APAP-III Technical Advisor/Coordinator may be assigned to work with an A.I.D. backstop officer in R&D/AGR who will be designated as a program leader and will be responsible for providing technical guidance (but not technical directions, as described in Section F.2. of this contract, which may only be provided by the cognizant A.I.D. Project Officer) to the Advisor/Coordinator. This backstopping function may be divided along the lines of agricultural policy and equity, agribusiness/private sector response, and natural resource policy. Specific program leader responsibilities will include:

C.2. (g) (3) (B) (i) Technical input or concurrence on the annual workplans (see Section C.4.[a][1] of the core contract) and activities to ensure support for R&D/AGR objectives;

C.2. (g) (3) (B) (ii) Acting as advisory liaison on technical matters between the contractor-furnished personnel, the cognizant A.I.D. Project Officer, and other R&D/AGR, A.I.D./Washington, Mission personnel, and host country;

C.2.(g)(3)(B)(iii) Providing guidance and information to the advisors in technical/strategic areas;

C.2.(g)(3)(B)(iv) In coordination with the cognizant A.I.D. Project Officer, reviewing and disseminating deliverables to appropriate field, A.I.D./Washington, and external sources; and

C.2.(g)(3)(B)(v) Monitoring and evaluating advisors' performances in coordination with the cognizant A.I.D. Project Officer.

C.2.(g)(3)(C) Role of the Contracting Officer

The Contracting Officer (see Section G.3. of this contract) and his/her authorized negotiator shall be responsible for the following:

C.2.(g)(3)(C)(i) All approvals pertaining to cost (e.g., personnel compensation in accordance with Sections F.5.(b)(7) and H.3. of the core contract and Sections B.3 and F.12. of the buy-in contract);

C.2.(g)(3)(C)(ii) Negotiation and approval of Technical Service Orders (TSOs) (see Sections F.3., F.4. and F.5. of the core contract);

C.2.(g)(3)(C)(iii) Approval of the purchase or lease of non-expendable property (see Section H.4. of this contract);

C.2.(g)(3)(C)(iv) Negotiation and approval of all delivery orders issued under the buy-in contract and post-award administration thereof;

C.2.(g)(3)(C)(v) Determination of the allowability of all items of cost;

C.2.(g)(3)(C)(vi) Approval of all changes to the scope of work of this contract, all TSOs issued under the core contract, and all delivery orders issued under the buy-in contract;

C.2.(g)(3)(C)(vii) Termination of this contract, any TSO issued under the core contract, and any delivery order issued under the buy-in contract;

C.2.(g)(3)(C)(viii) Resolution of any potential organizational conflicts of interest (see Section H.9. of this contract), and approval for any Contractor-provided personnel to serve as procurement officials or to have access to/assist in development of proprietary or source selection information (see Section H.10. of this contract);

- C.2.(g)(3)(C)(ix)** Consent to the placement of all subcontracts, as required by the terms and conditions of this contract;
- C.2.(g)(3)(C)(x)** Interpretation of contractual terms and conditions; and
- C.2.(g)(3)(C)(xi)** All other approvals required by this contract that are either reserved to the Contracting Officer or for which no specific individual is designated.
- C.2.(g)(3)(D)** Role of Field Missions, Regional Bureaus and Host Countries

The role of field Missions shall primarily be as demander/funder/recipient of APAP-III Services. However, field Mission, Regional Bureaus, and host countries are not authorized to serve as a cognizant A.I.D. Project Office for any activity under this contract (see Section G.7. of the core contract and Section G.6 of the buy-in contract). Field Missions, Regional Bureaus, and host countries shall be responsible for the following:

- C.2.(g)(3)(D)(i)** Preparing scopes of work, budgets, funding, PIO/T's, etc., for buy-ins;
- C.2.(g)(3)(D)(ii)** Serving as liaison officials for field work performed under either contract;
- C.2.(g)(3)(D)(iii)** Providing input to workplans (See Section C.4.[a][1] of the core contract);
- C.2.(g)(3)(D)(iv)** Monitoring the Contractor's field work and providing input for the cognizant A.I.D. Project Officer's inspection and acceptance/administrative approval of vouchers/financial reports;
- C.2.(g)(3)(D)(v)** Providing source, origin, componentry, and/or nationality waivers for buy-ins (see Sections G.6.[b] and H.4. of the buy-in contract); and
- C.2.(g)(3)(D)(vi)** Providing salary waivers as necessary for the Contracting Officer to approve buy-in salaries or consulting fees in excess of the FS-1 level (see Sections B.3. and H.3. of the buy-in contract).

C.2.(g)(3)(E) Role of APAP III Contractor-Provided Personnel

C.2.(g)(3)(E)(i) Managerial/Administrative/Clerical Personnel

In order to meet project and contract requirements and to support the technical personnel described below, the Contractor shall also provide managerial, administrative, and clerical personnel as described in Sections C.3.(a) and F.6. of the core contract.

C.2.(g)(3)(E)(ii) Technical Advisors/Coordinators

A team of highly-qualified Advisors/Coordinators will be based in the United States on a long-term basis in order to provide project management, technical support, and maintain continuity in the project. The Advisors/Coordinators thus provide the most important project services. The nature of their long-term assignment allows them to remain abreast of policy issues in individual developing countries as well as global issues, identify themes that transcend national issues, and offer insights on trends and future developments within agriculture development. These insights, their role as a conduit of technical information between Regional Bureaus, Missions and host countries, and their availability will provide a much-enhanced level of analysis for Mission, Regional Bureau, and host countries decisions on agricultural and related policy matters and training matters. These Advisors/Coordinators will also provide short-term assistance to the Regional Bureau, field Missions, and host countries under the core contract and will also be assigned longer-term tasks such as cross-cutting studies and multi-country analyses and development of training material and computer-based methodological approaches to policy analysis. APAP-III Advisors/Coordinators will:

C.2.(g)(3)(E)(ii)a. Support initiatives that make a significant contribution to Regional Bureau, Mission, and host country strategic objectives and planning with respect to the agricultural sector and policy programs;

C.2.(g)(3)(E)(ii)b. Communicate cross-cutting themes and new assessment or analytical approaches to the field and the Regional Bureau by distributing technical studies, conducting workshops, and publishing project results;

C.2.(g)(3)(E)(ii)c. Advise the R&D/AGR, Regional Bureaus, field Missions, and host countries on technical matters, donor coordination, and agency initiatives (e.g., strategy, agricultural policy, food security, political economy, program planning and evaluation); and

C.2.(g)(3)(E)(ii)d. Assist Missions in interpreting technical and other guidance from A.I.D./Washington.

C.2.(g)(3)(E)(iii) Short-Term Specialists

In order to enhance the flexibility and technical breadth of the project, short-term specialists will be provided on an as-needed basis under both the core contract and the buy-in contract to complement and augment Advisor/Coordinator services in those instances where the U.S.-based Advisor/Coordinator is not available, when a case of compelling need either falls outside the technical areas covered by the Advisors/Coordinators or is so specialized that the Advisors/Coordinator would not be able to perform the task. These services were found to be critical during implementation of APAP-II. Use of short-term specialists for field support maintained the rapid, quality response capability of APAP-II. Also, the use of short-term specialists provided through the project enabled R&D/AGR/APP to respond to the Bureau's needs for analytical services and other assistance across a range of technical topics important to R&D and Regional Bureaus, Missions, and host countries.

C.3. SCOPE OF WORK

In order to implement A.I.D.'s design for APAP-III set forth in Section C.2. above, the Contractor shall provide/perform technical assistance services as described in Sections C.3.(b), F.5.(b), and F.6. of the core contract and Sections C.3.(b), F.4., and F.13. of the buy-in contract, and shall submit/deliver the reports and other deliverables described in Sections C.4 and F.7. of the core contract and Section C.4. and F.5. of the buy-in contract. The Contractor shall also provide/perform managerial, administrative, and clerical services as necessary for successful performance of this contract and for compliance with the terms, conditions, and requirements hereof, and in support of the technical assistance services and reports and other deliverables required hereunder, as described in Sections C.3.(a) and F.3. of the core contract and Sections B.3(a), C.3.(a), F.7., and F.8. of the buy-in contract.

C.3.(a) Management/Administrative/Clerical Services

Given the variety of technical assistance activities and areas involved, it is expected that the Contractor will draw upon various technical resources to meet specified technical requirements. Nevertheless, for purposes of continuity and maintaining a point of liaison, as well as management of those activities and resources and fulfillment of all administrative

requirements, the Contractor shall under the core contract provide a core managerial/administrative/clerical team, consisting of a Project Director, Administrative/Financial Assistant, Project/Program Assistant, and clerical support services whose levels of effort are set forth in Sections B.2.(a) and F.6.(a) of the core contract. TSOs (see Section F.3. of the core contract) shall not be required for Management/Administrative/Clerical Services; instead, such personnel shall perform all administrative and management requirements as specified in this contract as supplemented by instructions from the Contracting Officer and/or technical directions issued by the cognizant A.I.D. Project Officer pursuant to Section F.2 of the core contract.

C.3.(a)(1) The Project Director, shall serve as the overall Chief of Party (COP) and will be the principal contact with the cognizant A.I.D. Project Officer. The Project Director shall work with the cognizant A.I.D. Project Officer to plan activities, organize resources, coordinate among the different component operations, and supervise and administer the different project activities.

C.3.(a)(2) The Administrative/Financial Assistant, shall be the principal contact on all administrative and contractual compliance matters. The Administrative/Financial Assistant shall: a) translate the Project Director's guidance into specific discrete contract activities; b) manage human and budgetary resources under the contract; c) conduct/oversee any required administrative/clerical support tasks for the Contractor's office. Specific tasks include administrative support for all contract operations.

C.3.(a)(3) The Project/Program Assistant shall be responsible for assisting the Project Director, the Administrative/Financial Assistant and technical personnel in providing staff support, performing technical analysis, assisting with the preparation and fielding of teams, preparation of semi-annual progress reports, arrangement meetings, and reviewing technical reports.

C.3.(a)(4) The Contractor shall also provide clerical support for the Project Director and Administrative/Financial Assistant, Project/Program Assistant, and the Technical Advisors/Coordinators and short-term specialists to be provided under both contracts.

C.3.(a)(5) This core management/administrative/clerical team shall be responsible for management and support of all project/contract activities, which shall include, but not necessarily be limited to, the following:

C.3. (a) (5) (A) Timely identification, selection, and mobilization of agricultural policy specialists; negotiation, briefing, and support of field services; debriefing and report coordination/editing of all reports, in order to ensure adherence to standard professional report formats; negotiation and preparation of suitable employment/consulting agreements or subcontracts with the parties and entities with which the Contractor will associate in order to assure adequate and timely performance of work under this contract.

C.3. (a) (5) (B) Development, maintenance, and continuous updating of annual project workplans (See Section C.4.[a][1] of the core contract) which incorporate overall objectives, time and personnel commitments, and completion schedules for each activity funded under this contract. The Contractor shall consult with the cognizant A.I.D. Project Officer and A.I.D. Regional Bureau representatives in preparing parts of the project workplans to estimate and prioritize anticipated technical assistance for policy analysis; synthesis and comparative policy analysis research; guideline and methodology development; and information dissemination needs in the countries of the different regions. In practice, these parts of the project workplans will be supplemented by subsequent requests coming from the field during the program year.

C.3. (a) (5) (C) Providing all travel arrangements for all Contractor, subcontractor, and specialist personnel traveling to conduct project business in the U.S. or overseas (NB: Subcontractors may provide travel arrangements for their personnel). Briefing the cognizant A.I.D. Project Officer, other A.I.D. officials, and official guests on project activities.

C.3. (a) (5) (D) Providing accounting and time recording for all personnel, and providing for the assignment of that time against the applicable fund source. A Management Information System shall be established to account for all authorized time and expenses, and accrued time and expenses for the project, by funding source.

C.3. (a) (5) (E) Ensuring that time sheets are established to show specific activity billings, completed daily by the individual, and approved and signed by the individual's supervisor.

C.3. (a) (5) (F) Providing billing/invoicing or financial reporting of project expenditures in accordance with contractual requirements. In addition to submission of this documentation to the paying office, the Contractor shall provide copies to the cognizant A.I.D. Project Officer and the Contracting Officer.

C.3.(a)(5)(G) Preparing TSOs for short-term specialists under the core contract (see Section F.3. of the core contract).

C.3.(a)(5)(H) Preparing delivery order proposals for short-term specialists under the buy-in contract (see Sections F.7. and F.8. of the buy-in contract).

C.3.(a)(5)(I) Complying with all reporting (see Section C.4. of this contract) and administrative requirements of this contract.

C.3.(a)(5)(J) Providing full logistical and administrative support to all staff.

C.3.(a)(5)(K) Arranging and attending the bi-weekly meetings described in Section C.4.(a)(2) of the core contract.

C.3.(a)(5)(L) Arranging and attending the annual and semi-annual project planning/progress review meetings described in Sections C.4.(a)(2) and E.3. of the core contract.

C.3.(a)(5)(M) Arranging, and possibly attending, technical seminars/workshops/training activities, as described in Section C.3.(b) below.

C.3.(a)(5)(N) Publishing (or arranging for publication) the project brochure, Newsbriefs technical reports, and all other reports and deliverables described in Sections C.3.(b) and C.4. of the core contract.

C.3.(a)(6) It is understood and agreed that some of the above will necessarily be performed by personnel whose compensation costs are included in the Contractor's indirect costs. It is further understood and agreed that the costs of some of the above activities, even if performed by the core management/administrative/clerical team, and even though specified in this Scope of Work, are normally treated by the Contractor as an indirect cost activity. The Contractor shall not charge such costs as direct costs to this contract if the Contractor's normal accounting methods treat such costs as indirect.

C.3.(a)(7) In addition to Section C.3.(a)(6) above, it is also understood and agreed that the pre-delivery order costs (including labor costs and associated burdens) of preparing teams proposals for buy-ins shall not be charged as a direct cost to the core contract. Furthermore, it is understood and agreed that the post-delivery order costs of managing/supporting buy-ins shall be allocated to each buy-in and are included in the fixed burdened hourly rate and/or multipliers of the buy-in

contract (see Section B.3.[a] of the buy-in contract), and shall therefore not be charged as a direct cost to the core contract or the buy-in contract; moreover, any costs incurred in the post-delivery order management/support of buy-ins which are not recovered by the Contractor through the fixed burdened hourly rate or the multipliers shall not be allocated to the Contractor's indirect cost pool(s).

C.3.(b) Technical Services

In addition to the managerial/administrative/clerical services described in Section C.3.(a) above, the Contractor shall furnish Technical Advisors/Coordinators and Short-term Specialists who will provide/perform technical assistance services for the R&D Bureau, Regional Bureaus, field Missions and host-countries for the design, implementation, and/or monitoring and evaluation of agricultural policy and related activities within the scope of this contract (but not in contravention of Sections H.9. and H.10. of this contract). They shall also provide/perform technical assistance in the development of strategic objectives for the Regional Bureaus, Missions, and host countries; team planning meetings; establishment of annual priorities; policy guidelines, performance of cross country studies; review and synthesis of policy findings and results from other development organizations, development of training materials and methodological approaches for policy analysis; and performance of technical studies related to policy reform and structural adjustment issues. The Contractor's personnel shall also provide/perform technical assistance via seminars, meetings, publications, and training activities on topics related to the technical areas covered by the project. Specific requirements will be provided by technical directions issued by the cognizant A.I.D. Project Officer pursuant to Section F.2. of the core contract (for Technical Advisors/Coordinators) and through TSOs issued under the core contract and delivery orders issued under the buy-in contract for short-term specialists. It is anticipated that the Contractor shall under the core contract, organize (in collaboration with the cognizant A.I.D. Project Officer) up to 10 Washington-based seminars annually, under the core contract reporting on project results and lessons-learned. Also, the Contractor will arrange and coordinate special workshops on technical issues, and annual and semi-annual planning/progress review meetings. The Contractor shall also publish (or arrange for publishing of) a descriptive project brochure, project newsletter, and publications/reports (see Sections C.4. [b][2] and C.4.[b][3] of the core contract). The Contractor shall, when appropriate and feasible, use electronic modes for disseminating project results.

C.3. (b) (1) Technical Advisors/Coordinators

Technical Advisors/Coordinators will only perform under the core contract. TSOs (see Section F.3. of the core contract) shall not be required for Technical Advisors/Coordinators; instead, the cognizant A.I.D. Project Officer shall issue technical directions in accordance with Section F.2. of the core contract. A.I.D. experience has demonstrated the need for a centrally-funded initiative for information and technical assistance support in the design, implementation, and evaluation of the portfolio of projects and activities that deal with policies affecting agriculture and related sectors. A central source of current information or individuals with expertise in agriculture policy issues is a cost-effective way of getting needed support to host-country policy analysis programs. To this end, in addition to the core management/administrative/clerical team described above, the Contractor shall furnish three Technical/Advisors/Coordinators whose level-of-effort is set forth in Section F.6.(a) of the core contract.

C.3. (b) (1) (A) Technical Agricultural and Policy Advisor/Coordinator

The Technical Agricultural and Policy Advisor/Coordinator will oversee Component 1. "Technical Assistance for Policy Analysis", (as discussed in the Project Paper, see Exhibit 23). This position will provide technical support to R&D/AGR, Missions, Regional Bureaus, and host countries requesting professional services or support. Also, the Technical Agricultural and Policy Advisor/Coordinator will assist in analyzing agricultural policies, identifying policy issues, and developing strategies, preparing technical assistance teams, and coordinating team-building and planning activities.

The Technical Agricultural and Policy Advisor/Coordinator will provide technical support for short-term specialists performing field assignments. He/She will assist short-term specialists organize team-building workshops; review scope of work, prepare TSOs coordinate support for short-term specialists; engage in technical assistance activities when appropriate; and be responsible for the following project/ contract activities designed to implement this component. Specific duties will include:

- Provide and/or oversee appropriate and effective technical assistance to USAID field Missions, host countries, and other appropriate entities in the planning, design, or implementation of agricultural policy projects or components in other projects.

- Provide and/or oversee appropriate and effective technical assistance to USAID field Missions, host country governments, and other appropriate entities in the evaluation of agricultural policy projects or components in other projects. Policy evaluation will include evaluating project or program effectiveness, verification of policy reform programs, monitoring policy reform programs and indicators, and measuring and assessing policy impacts on equity and agricultural/environmental sustainability. It will also include recommending appropriate data collection mechanisms, identifying appropriate indicators, and evaluating and supporting systems for policy monitoring and verification.
- Coordinate/organize team planning and building exercises, brief short-term specialists prior to their departure for technical assistance efforts; oversee the preparation of data analysis and literature searches and other information for short-term specialist's assignment, debrief short-term specialists immediately upon their return to the U.S. from assignments; and, as requested, coordinate specialists debriefings for the cognizant A.I.D. Project Officer and other A.I.D. staff; brief the cognizant A.I.D. Project Officer, other A.I.D. officials, and official guests on project activities.
- Review scopes of work and prepare implementation proposal or technical service orders (TSOs) for approval by the cognizant A.I.D. Project Officer and the/or Contract Officer.
- Consult with the cognizant A.I.D. Project Officer and Regional Bureau representatives in preparing this part of the project's annual workplans to estimate and prioritize anticipated technical assistance needs in countries of different regions.
- Establish linkages to existing international agricultural information databases for buttressing policy analyses for technical assistance teams. The international information data system contains price, trade, financial, and production data for major agricultural commodities; macro and sector economic indicators; and other types of information related to agriculture. Preparing such information data files for technical assistance teams prior to their departure will help identify data problems and the appropriate methodology to use in analyses.

- Prepare and present information collected from international databases in graphic form, and include basic trend analyses on production, trade, macroeconomic, and socioeconomic indicators as deemed appropriate for proposed assignment. Summary statistics will be provided for each indicator or variable for selected time periods. A country policy profile statement will be developed that highlights current trends and identifies policies in place and problems.
- Provide country-specific or topical technical literature reviews on relevant policy and related issues for each technical assistance assignment. This information will be made available to short-term specialists as part of the team-building and planning exercise as well as shared with field Missions Regional Bureaus and host countries.
- Provide a review and synthesis of agricultural policy information, findings, and conclusions relevant to project objectives or activities from other similar projects or documentation from other development organizations for project use and dissemination.

C.3.(b)(1)(B) Guidelines and Methods Advisor/Coordinator

The Guidelines and Methods Advisor/Coordinator will be responsible for the oversight and management of Component 2 "Comparative Policy Analysis and Component 3 " Training, Guidelines, and Methods Development", (as discussed in Project Paper, see Exhibit 23). This Advisor/Coordinator will provide the technical support for the core and Mission buy-in requests for inquiries, analysis, studies and methodology development services. A.I.D.'s growing portfolio of policy reform support programs and projects is also generating a range of useful experiences as to "what works", as well as some useful technical methodologies, tools and techniques to help policy analysis work better. He/she will help develop appropriate cross-cutting country comparative policy studies, assist in the development of appropriate methodologies for policy analysis; identification of lessons-learned from A.I.D. and other development agencies' experiences; and oversee and coordinate analytical activities funded under both contracts. The Guidelines and Methods/Advisor/Coordinator will coordinate the synthesis of lessons learned and cross country comparative analytical studies or country specific analytical studies. He/she will be supported by short-term specialists for specific tasks or assignments. Specific duties will include:

- Direct the preparation of the appropriate sections of the annual workplan and semi-annual progress reports for this component (see Section C.4.[a]). of the core contract.

- Coordinate and lead the policy synthesis and comparative policy analyses work for both contracts. Specifically, update worldwide review of the impact on economic development (e.g., policy reforms, agriculture's contribution towards growth, food security, and improving rural/urban incomes and employment opportunities) of A.I.D.-funded agriculture policy projects and projects with agricultural policy components. This work will build on the work completed under APAP-II and also include results and findings from other development agencies such as the World Bank, IFPRI, IMF, etc.
- Perform and coordinate technical reviews of studies, reports, and training materials completed by the project.
- Conduct carefully planned and coordinated reconnaissance visits in the geographical regions served by A.I.D. These visits will be based partly on prior cable exchanges by R&D/AGR with USAID Missions explaining the project and soliciting expressions of Mission and host country interest and support, and partly on discussions with, R&D/AGR and Regional Bureau staffs. During these visits, the Contractor shall review prior work done in the country on policy issues and/or issues related to the policy analysis and reform process that are of interest to A.I.D. and host countries, and encourage Missions to provide the cognizant A.I.D. Project Officer detailed expressions of interest in areas and topics for comparative policy analyses.
- Responsible for coordinating with Information Dissemination Advisor/Coordinator in the coordination and dissemination of results and findings from research and country comparatives analyses, and other relevant policy information or findings.
- Develop, maintain, and update annual workplans and semi-annual progress reports on progress, accomplishments, and planned activities.
- Assist in the identification of agricultural policy analysts, briefing and support of short-term specialists performing synthesis and comparative studies and activities; and debriefing and report coordination/editing of all reports to ensure adherence to standard professional report formats.
- Coordinate and oversee development of microcomputer applications to agriculture policy analysis, water policy resource analysis, gender issue analysis, and environmental/natural resource analysis using the Policy

Analysis Matrix (PAM) and other computer-based analytical tools, e.g., GAMS, or FAO PAM "K-2" approach, or World Bank's multi-market commodity systems analysis.

- Review and evaluate the effectiveness of the existing documents produced during APAP-I and APAP-II in terms of providing usable guidelines for design, implementation, and evaluation of agricultural policy projects.
- Develop guidelines for the verification and monitoring of policy reforms under project and non-project disbursement modes, survey design, identification and design of policy benchmarks, data collection, verification analysis, and reporting. This will be initiated in Year One.
- Develop guidelines for trade issues and types of analyses used in determining a country's economic competitiveness and comparative advantage. This will be started in Year One. Other guideline topics will be identified in the annual workplan in each subsequent year.
- Compile an array of simple and more complex methods of describing the policy environment and its effects on agricultural sector performance, diagnosing policy constraints, and prescribing improved policy conditions.
- Conduct a critical evaluation of computer modeling efforts in terms of their usefulness and effectiveness in developing country settings. Prepare and distribute a series of technical notes that describe the actual and potential uses of the analytical methods.
- Provide guidelines and methodological materials for technical assistance teams, and for training and workshops, in order to expand the use of APAP policy analytical tools, which include ways to measure gender concerns.

C.3.(b)(1)(C)

Information Dissemination Advisor/Coordinator

The Information Dissemination Advisor/Coordinator will be responsible for the management of Component 4 "Information and Dissemination", (as discussed in Project Paper, see Exhibit 23). This Advisor/Coordinator will provide assistance in the organization, development, and dissemination of project materials to field Missions, Regional Bureaus, host countries, and other institutions or professionals requesting project information. The Contractor shall employ mechanisms for sharing more broadly the knowledge that is being accumulated under the project, as well as other donor and international agencies engaged in supporting agricultural policy concerns.

The Information Dissemination Advisor/Coordinator shall coordinate preparation and presentation of technical and training material, oversee the publication and dissemination of technical reports, newsbriefs, and other project documentation. Also, assist with the coordination and arrangements of workshops and conferences.

- Assist in the preparation of a series of technical (occasional) staff papers for the dissemination of project outputs to users. Staff papers will be developed from technical assistance reports and syntheses, and comparative analysis studies.
- Review and, where appropriate, disseminate results, findings, and lessons-learned from other relevant agricultural policy work generated by other A.I.D projects or international institutions and organizations which are relevant to APAP-III objectives and Mission programs. The Contractor shall also publish and distribute staff papers, as directed by the cognizant A.I.D. Project Officer (see also Section C.4 of the core contract).
- Assist the team planning and building activities for field assignments and in the collection and preparation of appropriate literature and material on selected topics and data sources to support field assignments.
- Responsible for the preparation and distribution of quarterly "newsbriefs" on topics and issues of interest to agriculture policy analysts. When appropriate, electronic and video media will be used to disseminate project results and discussion of specific policy issues. The Contractor continue to publish and distribute project results through the use of mailing lists, while making increased use of telecommunications and conferences involving satellite technology. The newsbriefs shall: (1) summarize project accomplishments and abstract staff papers; (2) feature important meetings and events of interest; and (3) highlight other policy developments and opportunities about which agriculturalists and economists should be aware.
- Assist technical assistance teams in the final development of studies or reports, which shall include the report format, data presentation, and graphical information presenting results.
- Responsible for the development and distribution of all project reports and materials.

C.3. (b) (2) Short-Term Specialists

C.3. (b) (2) (A) The short-term specialists will be used to provide/perform specific technical assistance assignments in the selected technical areas. The assignments are less than one year unless an unusual need requires a specialist term be extended. The level-of-effort under the core contract for these short-term specialists is shown in Sections B.2.(a) and F.6.(a) of the core contract. The best estimate of the level-of-effort under the buy-in contract is set forth in Section B.2.(a) of the buy-in contract. An illustrative list of short-term specialists anticipated to be required under the core contract is set forth in Section F.6.(d) of the core contract and the specific short-term specialists to be provided under the buy-in contract is set forth in Sections B.3.(a) and F.4. of the buy-in contract.

C.3. (b) (2) (B) Short-term specialists will perform under both the core contract and the buy-in contract.

C.3. (b) (2) (C) TSOs (See Section F.3. of the core contract) for short-term specialists under the core contract will be prepared by the Contractor and submitted through the cognizant Project Officer to the Contracting Officer for approval prior to implementation of each activity outlined in the annual workplan. In each instance, a results-oriented scope of work will be included, which identifies the specific task to be accomplished, the type of services required to accomplish the specific task, a budget, and a timeline (See Section F.5. of the core contract).

C.3. (b) (2) (D) Delivery orders (See Section B.2. of the buy-in contract) for short-term specialists under the buy-in contract will be issued by the Contracting Officer prior to implementation of each buy-in.

C.4 REPORTS AND OTHER DELIVERABLES

In addition to the services described in Section C.3. of this contract, the Contractor shall submit/deliver the following reports and other deliverables:

C.4. (a) Project Planning and Progress/Monitoring Reports

All project planning and progress/monitoring reports, including comments from the Missions, will be integrated into A.I.D. internal reporting requirements, including the semi-annual progress reports (SAPR). The reports required hereunder will also be used for monitoring and evaluating both the success of the project in meeting its goals and objectives and the

Contractor's performance (see Section E.3. of this contract). The Contractor shall give special priority to assuring that all reports are easily readable by non-technical staff, are complete, and are concise. The Contractor shall also comply with the POL/CDIE/DI Style Manual, a copy of which will be made available to the Contractor by the cognizant A.I.D. Project Officer. The following are the reporting requirements:

C.4.(a)(1) Annual Workplan

C.4.(a)(1)(A) An annual workplan, covering each contract-year period, divided into two six-month periods with each six-month period divided into two three-month periods, delineated for each Technical Advisor/Coordinator and, as a group, short-term specialists, and further broken down between activities under the core contract and, individually, the buy-in contract, shall be prepared by the Contractor and shall include, but not be limited to, the following:

C.4.(a)(1)(A)(i) A summary statement regarding the proposed/planned type and magnitude, individuals or types of professionals to be involved, proposed level-of-effort, travel planned, where and when activities will be conducted, and budget of each activity;

C.4.(a)(1)(A)(ii) Activities planned for the period illustrated by timeline chart; and

C.4.(a)(1)(A)(iii) For other than the first annual workplan, a discussion of successes, accomplishments, and problems during the previous year; and

C.4.(a)(1)(A)(iv) Benchmarks/Milestones

C.4.(a)(1)(B) The draft of the first annual workplan shall be submitted by the Contractor to the cognizant A.I.D. Project Officer and the Contracting Officer no later than 60 days after the effective date of the contract. The workplan will be jointly developed by the Contractor and cognizant A.I.D. Project Officer for presentation at the initial planning/meeting (See Section E.3. of this contract), and subsequent approval by the cognizant A.I.D. Project Officer. The Contractor shall then submit/deliver 5 copies of the final approved annual workplan to the cognizant A.I.D. Project Officer and one copy to the Contracting Officer, not later than 20 days after the initial planning meeting. Annual workplans for subsequent years shall follow the same procedures except that the initial drafts shall be submitted/delivered not later than 30 days prior to the planned project planning/meeting.

BEST AVAILABLE DOCUMENT

C.4.(a)(1)(C) The approved workplan will be updated by the Contractor continuously with detailed planned activities. A semi-annual progress review meeting (See Section E.3. of this contract) will be scheduled by the cognizant A.I.D. Project Officer with the Contractor to review proposed changes and updates by the Contractor. Not later than February 28, of each year, the Contractor shall submit/deliver three (3) draft copies to the cognizant A.I.D. Project Officer and one (1) draft copy to the Contracting Officer of any revisions to that portion of the workplan covering the period April 1 through September 30, separately divided into two three-month periods. The cognizant A.I.D. Project Officer will approve/disapprove the revisions not later than 15 days after submission. The Contractor shall then make any necessary changes and submit/deliver ten (10) copies of the revised workplan to the cognizant A.I.D. Project Office for final approval and one (1) copy to the Contracting Officer not later than March 31 of each year.

C.4.(a)(2) Meetings

The Project Director and appropriate personnel will meet as required, usually on a bi-weekly basis, in contractor-furnished space to discuss project implementation and planned core and buy-in activities. Contractor shall provide a monthly up-date and status monitoring report of Core and buy-in activities to be discussed during each bi-weekly meeting. Additionally, there will be a annual and semi-annual project planning/review meeting with the Contractor (as described in section E.3. of this contract), in contractor-furnished space which will be attended by representatives from R&D and Regional Bureaus to discuss contractor performance, project implementation, and other related management issues. The Contractor will prepare minutes of all meetings and submit/deliver five copies to the cognizant A.I.D. Project Officer and one copy to the Contracting Officer within one week of each bi-weekly and annual/semi-annual meeting.

C.4.(a)(3) Semi-Annual Technical/Progress Reports

In accordance with paragraph (a)(1) of the clause of this contract entitled "Reports" (AIDAR 752.7026), the Contractor shall submit/deliver 3 copies to the Contracting Officer, 5 copies to the cognizant Project Officer, and 2 copies to POL/CDIE/DI, of a semi-annual substantive technical/progress report, covering the technical information set forth in the annual workplan for the period, and indicating progress made with respect thereto, including an explanation why established goals and objectives were not met, if applicable; also a revised timeline chart indicating beginning and ending dates for each activity. The reports will be submitted within 30 days of the end of the reporting period, except that a technical/progress report is not required for the last semi-annual reporting period. Instead, the Contractor shall comply with Section C.4.(a)(9) below regarding to the final report.

C.4.(a)(4) Semi-Annual Administrative/Management Reports

C.4.(a)(4)(A) In accordance with paragraph (a)(2) of the clause of this contract entitled "Reports" (AIDAR 752.7026), the Contractor shall submit/deliver 3 copies to the Contracting Officer, 5 copies to the cognizant Project Officer, and 2 copies to POL/CDIE/DI, of a semi-annual administrative/ management report, covering the administrative and management information set forth in the annual workplan for the period. Specifically, these reports will include:

C.4.(a)(4)(A)(i) Narrative Summary

C.4.(a)(4)(A)(ii) The total estimated cost plus fixed fee (if any), the obligated amount, cumulative expenditures, and expenditures during the reporting period, by budget line item, under the core contract.

C.4.(a)(4)(A)(iii) The ceiling price, the obligated amount, cumulative expenditures, and expenditures during the reporting period, by budget line item, for each delivery order under the buy-in contract and for the buy-in contract as a whole.

C.4.(a)(4)(A)(iv) The total estimated cost plus fixed fee (if any), the obligated amount, cumulative expenditures, and expenditures during the reporting period, by budget line item, for each Technical Advisor/Coordinator under the core contract.

C.4.(a)(4)(A)(v) The total estimated cost plus fixed fee (if any), the obligated amount, cumulative expenditures, and expenditures during the reporting period, by budget line item, for managerial/administrative/clerical services under the core contract.

C.4.(a)(4)(A)(vi) The total estimated cost plus fixed fee (if any), the obligated amount, cumulative expenditures, and expenditures during the reporting period, by budget line item, for each TSO under the core contract and the total for all TSOs.

C.4.(a)(4)(A)(vii) The total estimated cost plus fixed fee, if any (for TSOs) or the ceiling price (for delivery orders), the obligated amount, cumulative expenditures, and expenditures during the reporting period, by budget line item, for each country, delineated between the core contract (by TSO and the total of all TSOs if applicable) and the buy-in contract (by delivery order and the total of all delivery orders).

C.4.(a)(4)(A)(viii) The total estimated cost plus fixed fee, if any (for TSOs) or the ceiling price (for delivery orders), the obligated amount, cumulative expenditures, and

expenditures during the reporting period, by budget line item, for each activity (see Section C.2.[d] above), delineated between the core contract (by TSO and the total of all TSOs if applicable) and the buy-in contract (by delivery order and the total of all delivery orders).

C.4.(a)(4)(A)(ix) Identification, by name, of short-term specialists utilized under each contract, delineated by each TSO issued under the core contract and by each delivery order issued under the buy-in contract.

C.4.(a)(4)(A)(x) Cumulative LOE and LOE for the reporting period, delineated by managerial/administrative/clerical services under the core contract; each Technical Advisor/Coordinator under the core contract; and each short-term specialist under each TSO, the total LOE under each TSO, and the total of all TSOs.

C.4.(a)(4)(A)(xi) Cumulative LOE and LOE for the reporting period for each short-term specialist under each delivery order under the buy-in contract, the total LOE under each delivery order, and the total of all delivery orders.

C.4.(a)(4)(A)(xii) Foreign nationals trained (if any) under the core contract (by TSO and the total of all TSOs if applicable), for each delivery order issued under the buy-in contract, and for the buy-in contract as a whole. These reports will indicate the location, type, duration, and purpose of training; and the number, nationality, age, and gender of trainees.

C.4.(a)(4)(B) The report shall also highlight problems or issues that have arisen during the reporting period and deviations from the annual workplans; steps taken to resolve them; and in instances where they have not been resolved, recommendations for achieving a resolution.

C.4.(a)(4)(C) The reports will be submitted within 30 days of the end of the reporting period, except that an administrative/managerial report is not required for the final reporting period. Instead, the Contractor shall comply with Section C.4.(a)(9) below regarding a final report.

C.4.(a)(5) Special Reports

Between the required reporting dates, events may occur which adversely affect the Contractor's ability to accomplish the goals and objectives, or complete tasks/assignments, by the time established in the annual workplan, TSOs, or delivery orders. In such circumstances, the Contracting Officer and the cognizant

A.I.D. Project Officer in writing, describing the nature of the problem(s), remedial action taken or to be taken by the Contractor, and any action which may be taken by A.I.D. to resolve such problem(s).

C.4.(a)(6) Financial Reports

C.4.(a)(6)(A) Voucher or Financial Reports

The Contractor shall submit vouchers (Standard Form 1034) or financial reports (depending on the payment provision) in accordance with Section B.7.(c) of this contract. In addition to submission/delivery to the payment office, the Contractor shall simultaneously submit/deliver one copy to the Contracting Officer and one copy to the cognizant A.I.D. Project Officer. Each voucher shall include a complete breakdown, both for the billing period and cumulatively, of salaries/wages and specialist fees (including the number of hours for each individual) incurred by the Contractor (and any subcontractor), and shall segregate costs (and fee, if any) between Managerial/Administrative/Clerical Services (see Section C.3.[a] above) and Technical Assistance Services (see Section C.3.[b] above) and, within Technical Assistance Services, segregated by Technical Advisors/Coordinators and each TSO.

C.4.(a)(6)(B) Limitation of Funds/Limitation of Cost Notices

The Contractor shall comply with the clauses of this contract entitled "Limitation of Cost" (FAR 52.232-20) and "Limitation of Funds" (FAR 52.232-22), at the times, and with the information, required by the aforesaid clauses.

C.4.(a)(7) Trip Reports

At the conclusion of each overseas assignment, the Contractor shall prepare trip reports describing the findings obtained by the Technical Advisor/Coordinator or short-term specialist and the results and accomplishments of the assignment. Each report shall have a brief executive summary. These reports shall be submitted in five copies each to the cognizant A.I.D. Project Officer, the appropriate USAID Mission(s), and the principal relevant cooperating country institution(s) within 15 days after completion of each trip. Prior to departure from the cooperating country at the end of each overseas assignment, the Technical Advisor/Coordinator or short-term specialist(s) shall brief USAID Mission and cooperating country personnel on the principal activities, accomplishments, and findings during the assignment, unless the USAID Mission does not desire a briefing. If a buy-in wholly or partially finances any overseas

travel, the costs of the trip report for that overseas assignment shall be charged to that buy-in. (See Section J. 26. for an example of the format to be used for trip report executive summaries.)

C.4.(a)(8) Level-of-Effort Reports

After completion of the first year of activities under this contract, the Contractor will submit a level-of-effort report with each monthly invoice or voucher. The Contractor shall submit one copy to the Contracting Officer and one copy to the cognizant A.I.D. Project Officer indicating the number of person-hours expended by employees and specialists of the Contractor and any subcontractors during the reporting period. These reports will include a summary of person-hours expended for each of the key personnel, short-term specialists, and clerical personnel, broken down by month (see Section J.25. for an example).

C.4.(a)(9) Final Report

In accordance with paragraph (c) of the clause of this contract entitled "Reports" (AIDAR 752.7026), the Contractor shall submit/deliver three copies of a final report to the Contracting Officer, two copies to POL/CDIE/DI, and four copies to the cognizant A.I.D. Project Officer. The final report shall include (but not be limited to): (A) a summary of the project's accomplishments or failings; (B) an overall description of the activities under the project during the period of this contract, and the significance of these activities to A.I.D.; (C) a description of the methods of work used; (D) comments and recommendations regarding unfinished work and/or project continuation and direction (by country); and (E) a fiscal report that describes in detail how the contract funds were used. The final report shall be submitted not later than 60 days following the estimated completion date of this contract (see Section F.1.).

C.4.(b) Technical Reports and Deliverables

C.4.(b)(1) Reports and Other Deliverables Resulting from Technical Assistance Services

In addition to providing the services described in Sections C.1. through C.3. above and Section F. of this contract, and to be described in TSOs issued hereunder, the Contractor shall submit/deliver the following reports and other deliverables. To the maximum practicable extent, all reports shall be in accordance with the POL/CDIE/DI Style Manual, a copy of which will be provided to the Contractor by the cognizant A.I.D. Project Officer upon request.

C.4.(b)(2) Project Brochure

Within 60 days from the effective date of this contract (see Section F.1.), the Contractor shall submit/deliver one copy of a draft descriptive project brochure (see Section C.3.(b)(1)(B) above) to the Contracting officer and ten copies to the cognizant A.I.D. Project Officer. Both the Contracting Officer and the cognizant A.I.D. Project Officer must approve the draft. Before approving the draft, the cognizant A.I.D. Project Officer shall be responsible for obtaining approval of the A.I.D. Communications Review Board (CRB), if and as required by Chapter 18 of A.I.D. Handbook 18, Part III. Upon receipt of approval from both the Contracting Officer and the cognizant A.I.D. Project Officer, the Contractor shall produce and submit/deliver copies of the project brochure as directed by the cognizant A.I.D. Project Officer pursuant to Section F.2. of this contract.

C.4.(b)(3) Project Reports, Studies, and Newsbriefs

The cognizant A.I.D. Project Officer shall be responsible for obtaining approval of A.I.D. Communications Review Board (CRB) for publication of technical reports, studies, and newsbriefs in accordance with Chapter 18, of Handbook 18, Part III. The Contractor shall submit/deliver copies of technical bulletins as directed by the cognizant A.I.D. Project Officer pursuant to Section F.2. of this contract and/or in accordance with a TSO issued under this contract.

C.4.(b)(4) Publications

Journal articles and other publication manuscripts arising from this contract are encouraged. The rights and obligations of the parties to this contract with respect to publications and copyrights are set forth in the clause of this contract entitled "Rights in Data - General" (FAR 52.227-14), "Acknowledgement and Disclaimers" (AIDAR 752.7034), and "Public Notices" (AIDAR 752.7035). The Contractor shall submit/deliver copies of each publication as directed by the cognizant A.I.D. Project Officer pursuant to Section F.2. of this contract and/or in accordance with a TSO issued under this contract. To the extent that A.I.D. funds are used to underwrite the cost of publication (in lieu of the publisher assuming the costs as is the normal practice), any royalties or profits up to the amount of such cost shall be credited to this contract.

C.4.(b)(5) Other Data

Pursuant to the clause of this contract entitled "Rights in Data-General" (FAR 52.227-14), the submit/deliver data to which A.I.D. has rights, when and as, and in the quantities, directed by the cognizant A.I.D. Project Officer or the Contracting Officer.

C.4.(c) Contract Deliverables

The Contractor shall submit/deliver the following deliverables, which are required by the indicated clauses of this contract, in the quantities, and at the times, specified below.

C.4.(c)(1) Small Business and Small Disadvantaged Business Subcontracting Plan Reports

With respect to the clause of this contract entitled "Small Business and Small Disadvantaged Business Subcontracting Plan" (FAR 52.219-09), if applicable (see Section I.1. of this contract for applicability), reporting requirements are as follows:

C.4.(c)(1)(A) Standard Form 294 (see Section J.10.), entitled "Subcontracting Report for Individual Contracts," shall be prepared by the Contractor semi-annually for this contract and submitted to the A.I.D./Washington Office of Small and Disadvantaged Business Utilization (OSDFU/MRC) (see Section G.4 of this contract). Reports shall be submitted semi-annually starting on the effective date of this contract, as well as at contract completion, and is due by the 30th day following the close of the reporting periods.

C.4.(c)(1)(B) Standard Form 295 (see Section J.11.), entitled "Summary Subcontract Report," shall be prepared annually by the Contractor for all contracts subject to Public Law 95-507 (i.e., with the clause entitled, "Small Business and Small Disadvantaged Business Subcontracting Plan" [FAR 52.219-09]) and one copy each submitted/delivered by the Contractor to both the Contracting Officer and the A.I.D./Washington Office of Small and Disadvantaged Business Utilization (OSDBU/MRC) (see Section G.4. of this contract). The reporting period is the U.S. Government's fiscal year. The report shall be submitted/delivered no later than 30 days following the end of each reporting period.

C.4.(c)(2) Property Reports

The Contractor shall submit/deliver one (1) copy to the cognizant A.I.D. Project Officer and three (3) copies to the

Contracting Officer on an annual property report containing the information required by clauses of this contract entitled, "Government Property (Cost-Reimbursement, Time-and-Material, or Labor-Hour Contracts)" (FAR 52.245-05) and "Government Property--A.I.D. Reporting Requirements" (AIDAR 752.245-70). The reporting periods are for each year of this contract. The report shall be submitted/delivered by the Contractor within 30 days from the end of the reporting period.

C.4.(c)(3) Indirect Cost Rate Proposals

The Contractor shall comply with the clause of this contract entitled "Allowable Cost and Payment" (FAR 52.216-07) and, if applicable, "Predetermined Indirect Cost Rates" (FAR 52.216-15), regarding submission of indirect cost rate proposals for each of the Contractor's (and any subcontractors') accounting periods which apply to this contract. Three copies each of such proposals shall be submitted/delivered, within 90 days from the end of each of the Contractor's (and any subcontractors') fiscal years to the Contracting Officer and the Contractor's cognizant U.S. Government audit agency (if applicable).

C.4.(c)(4) Invention and Patent Reports

The Contractor shall comply with the reporting and notification requirements of the clause of this contract entitled "Patent Rights - Retention by the Contractor (Short Form)" (FAR 52.227-11).

C.4.(c)(5) Equal Opportunity

The Contractor shall comply with the reporting requirements of the clause of this contract entitled "Equal Opportunity" (FAR 52.222-26).

C.4.(c)(6) Special Disabled Veterans and Veterans of the Vietnam Era

The Contractor shall comply with the reporting requirements of the clause of this contract entitled "Employment Reports on Special Disabled Veterans and Veterans of the Vietnam Era" (FAR 52.222-37).

C.4.(c)(7) Participant Training

The Contractor shall comply with the reporting requirements of the clause of this contract entitled "Health and Accident Coverage for A.I.D. Participant Trainees" (AIDAR 752.7019) and "Participant Training" (AIDAR 752.7019) which require the Contractor to comply with A.I.D. Handbook 10.

BEST AVAILABLE DOCUMENT

C.4.(c)(8) Independent Audits

If Alternate II of the clause of this contract entitled "Audit-Negotiation" (FAR 52.215-02 applies, the Contractor shall submit independent audits in accordance with the requirements set forth therein.

C.4.(d) Language of Reports and Other Deliverables

In accordance with the clause of this contract entitled "Language and Measurement" (AIDAR 752.7005), all reports and other deliverables shall be in the English language, unless otherwise specified by the Contracting Officer or the cognizant A.I.D. Project Officer.

SECTION D

PACKAGING AND MARKING

D.1. REPORTS

Pursuant to the clause of this contract entitled "Reports" (AIDAR 752.7026), the cover page of all reports and other deliverables prepared by the Contractor (see Section C.4. of this contract) shall include a descriptive title, the author's name(s), the project title (Agricultural Policy Analysis Project - Phase III [APAP-III]), the project number (936-4021), the contract number, the Contractor's name, the name of the A.I.D. Project Office (R&D/AGR), and the publication or issuance date of the report.

D.2. SUPPLIES AND COMMODITIES

Any supplies and equipment/commodities purchased and shipped or provided by the Contractor hereunder shall be marked in accordance with the clause of this contract entitled "Marking" (AIDAR 752.7009). Unless otherwise specified, all commodities shipped overseas shall be in accordance with the supplier's standard export packaging.

SECTION E**INSPECTION AND ACCEPTANCE****E.1. RESPONSIBLE OFFICIAL**

In accordance with the clauses of this contract entitled "Inspection of Supplies - Cost Reimbursement" and "Inspection of Services-Cost-Reimbursement" (FAR 52.246-05), inspection of acceptance of all services and reports and other deliverables required hereunder shall be made by the cognizant A.I.D. Project Officer (see Section G.1. of this contract). Acceptance of services and reports and other deliverables by the cognizant A.I.D. Project Officer shall form the basis for payments to the Contractor.

E.2. PLACE OF INSPECTION AND ACCEPTANCE

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

E.3. (a) MONITORING AND EVALUATION

A variety of mechanisms will be used to monitor the progress/success of the project and the Contractor's performance:

E.3. (a) (1) Initial Project Planning Meeting

An initial project planning meeting, in which all key personnel, the cognizant A.I.D. Project Officer, and representatives from Regional Bureaus will participate in project planning and team building exercise concerning the project purpose and objectives, and types of tasks and activities expected to be accomplished. The draft of the first annual workplan will be presented at this meeting within thirty days of the effective date of the Contract.

E.3. (a) (2) Bi-Weekly Meetings

As indicated in Section C.4.(a)(2) of this contract, the Project Director, and appropriate project personnel, and the Project Officer will meet as required, usually on a bi-weekly basis, to discuss project implementation, proposed buy-in activities, planned core activities, and management issues.

E.3. (a) (3) Reports and Other Deliverables

The reports described in Section C.4. of the core contract and the buy-in contract will be a primary means of monitoring and evaluating project progress/success and the Contractor's performance. The annual workplans (and revisions thereto), TSOs under the core contract, and delivery orders under the buy-in contract will be the basis against which project progress/success and the Contractor's performance will be measured.

E.3. (a) (4) Feedback From Field Missions

The cognizant A.I.D. Project Officer will regularly request feedback from field Missions, which will be used in evaluating project progress and the Contractor's performance. A "by-the-product" system of feedback employed each time personnel goes to the field will allow continuous monitoring and provide basic data for evaluation.

E.3. (a) (5) Site Visits/TDYS

Periodic site visits and temporary duty (TDY) assignments will enable A.I.D. personnel to monitor and evaluate project progress/success and the Contractor's performance.

**E.3. (a) (6) Annual and Semi-Annual Project
Planning/Review/Progress Meetings**

An annual project planning meeting will be held in September/October of each year to review the Contractors's proposed annual workplan, planned core in Contractor-furnished space and buy-in activities, implementation problems, and management issues. A semi-annual progress review meeting, organized jointly by the Contractor and cognizant A.I.D. Project Officer, will be held in contractor-furnished space prior to the end to the second quarter to review implementation progress and mid-year adjustments. Participants in the annual and semi-annual meetings will be made up from the Contractor's staff and sub-contract representative(s), if any, and representatives from the Regional Bureaus and other A.I.D. offices.

E.3. (a) (7) Project Evaluation/Audits

A.I.D. will periodically conduct formal project evaluations and/or audits as a means of assessing the progress/success of the project in meeting its objectives and evaluating the Contractor's performance. In addition, an internal project monitoring system will be used by R&D/AGR to track the impact

of project services on field Missions' policy reform objectives and strategies, and programs. An external evaluation will be performed or contracted for by A.I.D. after three-and-a-half years to review the progress made in achieving the project's goals and purpose, and to address follow-on project development and the future issues involved in utilizing the concepts developed under this project. This evaluation will be performed by an external team of policy experts acquainted with developing country agricultural policy issues. These evaluations will recommend the future direction and funding of the project, and/or the appropriate changes in the project design and/or workplans to maximize use of A.I.D. resources.

E.3.(a)(8) Assistance and Advisory (A&A) Evaluations

At the completion of A&A services provided under this contract, AIDAR 737.2 requires the cognizant A.I.D. Project Officer to evaluate the utility of reports and other deliverables and to assess Contractor's technical and management performance in delivering services and completing tasks.

E.3.(b) Measuring Project Impact and Progress

The evaluation criteria for measuring project impact and progress will include project achievements in: (A) preparation and dissemination of policy research reports and their use by USAID mission staff and developing country policy analysts; (B) responding to USAID Mission and A.I.D./Washington Bureau or office requirements for services; (C) developing, testing, and conducting training courses; and (D) fostering exchange of information among developing country policy analysts. In addition, the evaluation team will review the following:

- E.3.(b)(1)** Validity of the assumptions in the logframe and the critical performance indicators;
- E.3.(b)(2)** Methodologies used to achieve the outputs and whether the outputs are being achieved as planned;
- E.3.(b)(3)** Examination of alternative methods of achieving outputs with savings to the project;
- E.3.(b)(4)** Review of unforeseen internal or external factors that have had specific adverse or beneficial impact on the project.

E.3.(c) Evaluating the Contractor's Performance

The Contractor's performance will be evaluated in terms of:

- E.3.(c)(1)** Project Planning;
- E.3.(c)(2)** Managing adjustments in the scope of work, funding, and scheduling;
- E.3.(c)(3)** Providing on a timely basis technically qualified personnel, and retention thereof;
- E.3.(c)(4)** Responding to technical directions;
- E.3.(c)(5)** Adhering to work schedules;
- E.3.(c)(6)** Providing technical and management support to field teams;
- E.3.(c)(7)** Submitting all reports, i.e. technical, administrative, financial, etc. and other deliverables as required;
- E.3.(c)(8)** Cost consciousness, effectiveness, and efficiency;
- E.3.(c)(9)** Timeliness and completeness of documentation related to notification to, and approval by, A.I.D.; and
- E.3.(c)(10)** Timely and complete submission of TSOs under the core contract and proposals for delivery orders under the buy-in contract, and adherence to the pricing parameters contained therein.

SECTION F

DELIVERIES OR PERFORMANCE

F.1. PERIOD OF CONTRACT

The effective date of this contract is September 30, 1993, and the estimated completion date is September 29, 1998.

F.2. TECHNICAL DIRECTIONS

F.2.(a) Performance of work required for the implementation of the project will be subject to the written technical direction of the cognizant A.I.D. Project Officer set forth in Section G.1. of this contract. The following are examples of various types of technical assistance services required under APAP-III: (1) advisory and assistance services in the design, implementation, and/or evaluation of strategies, programs and projects, and performance of cross-cutting technical studies, analyses, and evaluations; (2) analyses of cross-country studies in design, implementation, or evaluation of policy programs, policy impacts, or performance of policy reforms, and synthesis of lessons-learned; (3) refinement and application of computer-based methodological approaches to analyses of policy issues which include equity concerns on economically-disadvantaged groups, gender-related issues, and the natural resource base; and (4) training/dissemination of information i.e., seminars, meetings, and publications. Technical directions must be within the terms of this contract and any TSO issued hereunder. A.I.D. reserves the right to change the Project Officer during the course of this contract or any TSO issued hereunder, and will notify the Contractor of any new designation.

F.2.(b) The term "technical direction" is defined to include:

F.2.(b)(1) Written directions to the Contractor which fill in details, suggest possible lines of inquiry, or otherwise facilitate completion of work;

F.2.(b)(2) Provision of written information to the Contractor which assists in the interpretation of drawings, specifications, or technical portions of the statement of work;

F.2.(b)(3) Review and, where required by this contract or any TSO, written approval of technical reports, drawings, specifications, or technical information to be delivered by the Contractor under this contract or a TSO issued hereunder.

F.2.(c) Technical direction must be in writing, and must be within the scope of work of this contract as detailed herein or in any specific TSO. The A.I.D. Project Officer does not have the authority to, and may not, issue any technical direction which:

F.2.(c)(1) Constitutes an assignment of additional work outside of the statement of work of this contract or any TSO issued hereunder;

F.2.(c)(2) Constitutes a change, as defined in the clause of this contract entitled "Changes - Cost Reimbursement" (FAR 52.243-02, Alternate II), which may only be issued by the Contracting Officer;

F.2.(c)(3) In any manner causes the total estimated cost (see Section B.3.[a] of this contract) or the obligated amount (see Section B.3.[b][2] of this contract), or the budget of any TSO issued hereunder, to be exceeded;

F.2.(c)(4) Changes any of the expressed terms, conditions, or specifications of this contract or any TSO; or,

F.2.(c)(5) Interferes with the Contractor's right to perform the terms and conditions of this contract or any TSO.

F.2.(d) The Contractor shall comply with the clause of this contract entitled "Notification of Changes" (FAR 52.243-07) within 7 calendar days. Failure to do so shall waive the Contractor's right to any claims for equitable adjustments as described in the cause of this contract entitled "Changes - Cost Reimbursement" (FAR 52.243-02, Alternate II).

F.3. **PREPARATION AND SUBMISSION OF TECHNICAL SERVICE ORDERS**

F.3.(a) Technical Service Orders (TSOs) shall be used to authorize and definitize the performance of technical assistance services by short-term specialists provided under this contract. TSOs are expected to range in duration from approximately 2-6 weeks each but may be for services up to one year in duration with appropriate justification. TSOs will not be required for the activities of the Contractor's managerial/administrative/clerical team or the technical Advisors/Coordinators. The concept for a TSO may be initiated by the cognizant A.I.D. Project Officer or the Contractor; however, a concept initiated by the Contractor must be approved by the cognizant A.I.D. Project Officer. Within 10 days after identification and, if required, approval of a concept (but not less than 21 days before the work is to begin), the Contractor

shall prepare a draft TSO (see Sections F.5. and J.22. of this contract). The Contractor shall submit three copies of the draft TSO to the cognizant A.I.D. Project Officer and one copy to the Contracting Officer. Simultaneously, the Contractor shall submit resumes for proposed personnel to the cognizant A.I.D. Project Officer. It is expected and encouraged that the Contractor will consult with the cognizant A.I.D. Project Officer regarding available staffing and other resources during development of the draft TSO. The cognizant A.I.D. Project Officer must approve candidates and the draft TSO.

F.3.(b) Within 5 days after approval by the cognizant A.I.D. Project Officer, the Contractor shall make any necessary revisions, and submit one copy of the revised draft TSO to the cognizant A.I.D. Project Officer and one copy to the Contracting Officer. Simultaneously, the Contractor shall submit a proposal to the Contracting Officer which shall contain, but not necessarily be limited to, the following additional documentation and information:

- F.3.(b)(1)** Contract Pricing Proposal Cover Sheet (see Section J.1.);
- F.3.(b)(2)** Contractor Employee Biographical Data Sheet (see Section J.3.) for each individual whose personnel compensation will be charged as a direct cost to the TSO, completed and signed by both the individual and the Contractor (NB: use of Contractor Employee Biographical Data Sheets which do not contain the additional certification at the bottom of the front page, or which are signed by the individual more than six months prior to the date it is submitted, is not acceptable; moreover, the information contained in Block 17 must be supplemented by indicating the number of work-days included in each consulting assignment if the information contained therein is to be considered in negotiating personnel compensation for that TSO);
- F.3.(b)(3)** Certificate of Current Cost or Pricing Data, if the proposal is over \$100,000 (see Section J.2.);
- F.3.(b)(4)** Statement of Contingency Fees, if required (see Section J.4.);
- F.3.(b)(5)** Procurement Integrity Certification for Procurement Officials, if the personnel will serve as Procurement Officials (see Section J.8.);

BEST AVAILABLE DOCUMENT

- F.3.(b)(6)** Disclosure of Lobbying Activities, if the proposal is over \$100,000 and disclosures are required by the clause of this contract entitled "Limitation in Payments to Influence Certain Federal Transactions" (FAR 52.203-12) to be made (see Section J.5.);
- F.3.(b)(7)** Organizational Conflicts of Interest Certificate -Advisory and Assistance Services, and, if the proposal is over \$200,000, Organizational Conflicts of Interest Certificate - Marketing Consultants (see Section J.6.);
- F.3.(b)(8)** Certification Regarding a Drug-Free Workplace, if the proposal is over \$25,000 (see Section J.9.);
- F.3.(b)(9)** A certification that the proposed personnel were not suggested or requested by A.I.D.; and
- F.3.(b)(10)** A detailed budget, containing the following information and within the following parameters:

F.3.(b)(10)(A) Salaries and Wages

Estimated costs of salaries and wages for employees (as the terms are defined in Section H.3. of this contract) shall be in accordance with Section H.3. and the clauses of this contract entitled "Allowable Cost and Payment" (FAR 52.216-07) and "Personnel Compensation" (AIDAR 752.7007). The proposal shall specify the position title(s), name(s) of proposed the individual(s) to fill the position(s), number of hours and days for each position, proposed hourly rate(s) for each position, and the total cost of salaries and wages.

F.3.(b)(10)(B) Fringe Benefits

Fringe benefits, if not included in the indirect costs (overhead and/or G&A), shall be shown as a percentage of salaries, and shall indicate the individuals to whom the fringe benefit rate apply, the salary of each individual, the total fringe benefit costs for each individual, and the total cost of fringe benefits.

F.3.(b)(10)(C) Indirect Costs

Estimated indirect costs shall be in accordance with Sections B.5. and B.6., and the clauses of this contract entitled "Allowable Costs and Payment" (FAR 52.216-07) and, if applicable, "Predetermined Indirect Cost Rates" (FAR 52.216-15). The proposal shall be structured in such a way as to permit easy identification of home office (on-campus) vs.

off-site (off-campus) rates and bases of application, if applicable; the type of rate (e.g., overhead, G&A); and the appropriate base(s) of application (e.g., salaries and wages; salaries, wages, and fringe benefits; modified total direct costs; total direct costs plus overhead).

F.3.(b)(10)(D) Consultants

Estimated consultant (as the term is defined in Section H.3. of this contract) compensation shall be in accordance with Section H.3. of this contract and the clause of his contract entitled "Allowable Cost and Payment" (FAR 52.216-07). The proposal shall specify the position title(s), name(s) of proposed individual(s) to fill the position(s), number of hours and days for each position, proposed hourly rate(s) for each position, and the total cost of consultant compensation.

F.3.(b)(10)(E) Travel, Transportation, and Per Diem

Estimated travel and transportation costs shall be in accordance with the clauses of this contract entitled "Travel and Transportation" (AIDAR 752.7002) and "Allowable Cost and Payment" (FAR 52.216-07). The proposal shall specify, for each traveler, the itinerary (in terms of locations, and, if possible, dates), the estimated air fares, any transportation (e.g., excess baggage) costs (to include the weights, mode of transportation [air, vessel], and unit prices), and the subtotal of all travel and transportation costs. Estimated per diem costs shall be in accordance with A.I.D. Handbook 22 and Section 925 of the Standardized Regulations (Government Civilians, Foreign Areas) as amended from time to time. The breakdown of per diem costs shall be tied to the travel itinerary and work-days, and shall specify, for each traveler, location(s), number of days in each location, the per diem rate for each location, and the subtotal for all per diem costs. The proposal shall also include the total cost of travel, transportation, and per diem.

F.3.(b)(10)(F) Overseas Allowances

Overseas allowances (other than per diem), if any, shall be in accordance with the clause of this contract entitled "Differentials and Allowances (AIDAR 752.7028) and the Standardized Regulations (Government Civilians, Foreign Areas), and shall include, for each individual for whom the allowance will apply, the type of allowance; the number of units (i.e., days, months, etc.); the unit rate; number, names, ages, and relationship of dependents (if dependent travel at USG expense is authorized and if the allowance is based on the number of accompanying dependents); and the total cost of overseas allowances.

F.3.(b)(10)(G) Nonexpendable Property and Commodities

Estimated costs of any nonexpendable property and commodities to be purchased, if applicable, shall be based on quotes from suppliers, and shall reflect the quantity and types (no brand names) of such property or commodities, the unit price(s) for each, the extended amounts (quantity x unit price), and the total cost of nonexpendable property and commodities. The proposal shall also include an explanation of the need for such property and commodities, a lease vs. purchase analysis, an explanation of how and why the vendor/supplier/subcontractor was selected, a demonstration that the price(s) is/are fair and reasonable and that the vendor/supplier/subcontractor is responsible (see FAR 9.104-1), the proposed location of the property and an explanation of the use(s) to which such property and commodities will be put, and proposed disposition (see also Section H.4. of this contract).

F.3.(b)(10)(H) Subcontracts for Professional Services

Subcontract costs and fee (if any) or price shall be estimated in the same manner as described herein for the Contractor's costs and fee (see also the clause of this contract entitled "Subcontracts [Cost-Reimbursement and Letter Contracts]" [FAR 52.244-02]). It is not expected that there will be any subcontracting for professional services beyond the subcontracting identified in the Contractor's original proposal and/or best and final offer which was accepted by A.I.D. through award of this contract. However, if, under exceptional circumstances, additional subcontracting is necessary, the proposal shall also include a certification that the use of such subcontractor(s) was not suggested or requested by A.I.D., an explanation of how and why the subcontractor was selected, a demonstration that the proposed subcontract costs and fee (if applicable) or price is fair and reasonable and that the subcontractor is responsible (see FAR 9.104-1), a copy of the subcontract, the information set forth in Sections F.3.(b)(1) through F.3.(b)(8) above, and a complete set of "Representations, Certifications, and Other Statements of Offerors," a copy of which will be provided to the Contractor by the Contracting Officer upon request. See also Section H.4. of this contract.

F.3.(b)(10)(I) Participant Training

Participant training costs shall be in accordance with A.I.D. Handbook 10. The Contractor shall utilize the Training Cost Analysis (TCA) Proposal Worksheet, set forth in Chapter 5 of A.I.D. Handbook 10, to reflect participant training costs, and shall include the checklist included in the same chapter for delineating responsibilities.

F.3.(b)(10)(J) Other Direct Costs (ODCs)

Estimated ODCs (e.g., DBA insurance, medivac insurance, passports and visas, medical examinations and inoculations, communications, etc.) shall be in accordance with the clause of this contract entitled "Allowable Cost and Payment" (FAR 52.216-07) and other applicable terms and conditions of this contract. Each item of other direct costs shall be separately identified, and shall include the basis for the cost estimate (e.g., DBA insurance shall specify the salaries and/or consultant fees which are subject to DBA, and the rate; similarly, communications costs shall specify the number of units [days, months] and the estimated unit cost).

F.3.(b)(10)(K) Fixed Fee (If Any)

Fixed fee, if any, shall be the same percentage to the total fixed fee for this contract as the estimated costs for that TSO are to the total estimated costs for this contract.

F.3.(c) The revised draft TSO and proposal shall then be reviewed and negotiated, as necessary, by the Contracting Officer or his/her authorized negotiator. The Contractor shall then make any further revisions to the revised draft TSO deemed necessary by the Contracting Officer, and shall submit two copies of the final proposal and three copies of the final TSO, signed and dated by an authorized representative of the Contractor, to the cognizant A.I.D. Project Officer for his/her signature on the TSO. The cognizant A.I.D. Project Officer shall retain one copy of the final proposal and shall then forward the one remaining copy of the revised proposal and the three signed copies of the TSO to the Contracting Officer for his/her signature on the TSO and distribution of fully-signed copies of the TSO to the contract file, the cognizant A.I.D. Project Officer, and the Contractor.

F.3.(d) To the maximum extent possible, no revised draft TSOs/proposals shall be submitted to the Contracting Officer during the last two weeks of August or the last two weeks of September.

F.4. AUTHORIZATION OF TSOs

F.4.(a) Any technical services to be provided/performed under this contract for which a TSO is required shall only be authorized by issuance of TSOs signed by the Contracting Officer. Such TSOs may be issued at any time during the period of this contract and must be completed by the estimated completion date of this contract (see Section F.1. above).

F.4.(b) All TSOs are subject to the terms and conditions of this contract. In the event of a conflict between a TSO and this contract, the contract shall control.

F.4.(c) If mailed, a TSO is considered "issued" when the Government deposits the TSO in the mail. TSOs may be issued orally by the Contracting Officer, but must be confirmed by a fully-signed TSO.

F.4.(d) Issuance of a TSO does not constitute a determination of allowability of any costs, or any other approval required by this contract (except the Contracting Officer's approval to perform the work as required by Section F.4.[a] above, and the cognizant A.I.D. Project Officer's technical approval for the utilization [but not compensation] of all non-clerical personnel who are named and designated in the TSO as key personnel), unless specifically stated in the TSO.

F.5. CONTENTS AND PERFORMANCE OF TECHNICAL SERVICE ORDERS

F.5.(a) Content of TSOs

Each Technical Service Order (see Section J.22. of this contract for a sample) shall specify:

- F.5.(a)(1)** The TSO number, which shall be sequentially numbered.
- F.5.(a)(2)** Place of Performance.
- F.5.(a)(3)** Period of Performance/Delivery Schedule, including a timeline indicating benchmarks/milestones for accomplishments.
- F.5.(a)(4)** Quantity of Services/Level-of-Effort (in hours).
- F.5.(a)(5)** Position Titles/Personnel Requirements/Key Personnel Designations.
- F.5.(a)(6)** The number of person-hours ordered for each labor category.
- F.5.(a)(7)** Budget/Total Estimated Cost Plus Fixed Fee (if any).
- F.5.(a)(8)** Authorized Work Week.
- F.5.(a)(9)** Logistic Support.
- F.5.(a)(10)** A.I.D. and Other Liaison Officials.
- F.5.(a)(11)** Special Requirements/Relevant Information (e.g., source/origin/nationality waivers).

- F.5.(a)(12)** Reports and Other Deliverables.
- F.5.(a)(13)** Language Requirements, if any.
- F.5.(a)(14)** Results-oriented Scope of Work.
- F.5.(a)(15)** Nonexpendable property or commodities, if any, to be furnished to, or purchased by, the Contractor.

F.5.(b) Performance of TSOs

F.5.(b)(1) The Contractor shall not exceed the budget/total estimated cost plus fixed fee (if any) of the TSO without the prior written approval of the Contracting Officer.

F.5.(b)(2) Subject to the total estimated cost plus fixed fee (if any) established in the TSO and the estimated completion date of this contract (see Section F.1. of this contract), and with prior written approval of the cognizant A.I.D. Project Officer, the Contractor is authorized to extend the estimated completion date of the TSO, provided that such extension does not cause the elapsed time for completion of the work, including the furnishing of all deliverables, to extend beyond 60 calendar days from the TSO's original estimated completion date. Under no circumstances shall such adjustments authorize the Contractor to be paid any sum in excess of the total estimated cost plus fixed fee (if any) of the TSO. Adjustments which will cause the elapsed time for completion of the work to exceed the TSO's original estimated completion date by more than 60 calendar days, or which would extend beyond the estimated completion date of this contract (see Section F.1. above), must be approved in advance by the Contracting Officer.

F.5.(b)(3) Subject to the total estimated cost plus fixed fee (if any) and the level-of-effort established in the TSO, and with prior written approval of the cognizant A.I.D. Project Officer, the Contractor is authorized to adjust the number of work-hours actually employed in the performance of the work by each position specified in the TSO. Under no circumstances shall such adjustments authorize the Contractor to be paid any sum in excess of the total estimated cost plus fixed fee (if any) of the TSO or to exceed the total level-of-effort established in the TSO. Adjustments which will cause the total estimated cost plus fixed fee of the TSO to increase, or which cause the total level-of-effort to exceed the TSO's original total level-of-effort, must be approved in advance by the Contracting Officer.

F.5.(b)(4) The terms of Section B.4. apply to each TSO budget.

F.5.(b)(5) The cumulative value (level-of-effort and total estimated cost plus fixed fee [if any]) of TSOs cannot exceed the level-of-effort or total estimated cost plus fixed fee (if any) of the overall contract with managerial/administrative/clerical services and the technical advisors/coordinators included.

F.5.(b)(6) A TSO may designate individuals as key personnel for that TSO, and the Contractor shall then comply with Section F.6.(d) of this contract.

F.5.(b)(7) If, after approval by the Contracting Officer of any TSO, it becomes necessary to replace or add personnel, and the compensation of such personnel was not approved by the Contracting Officer as part of the TSO review/approval process, the Contractor shall submit a Contractor Employee Biographical Data Sheet for such individual(s), as described in Section F.3.(b)(2) above, to the Contracting Officer for his/her approval, in advance and in writing, of an hourly rate. The Contractor must also obtain the prior written technical approval of the cognizant A.I.D. Project Officer for the utilization (but not compensation) of such replacement/additional personnel, as required by Section H.3. of this contract.

F.5.(b)(8) Performance of TSOs is subject to Section F.2. and all other applicable terms and conditions of this contract.

F.6. SERVICES

F.6.(a) Estimated Composition of Level-of Effort

F.6.(a)(1) The definite quantity of services (level-of-effort) which the Contractor shall provide/perform under this contract is set forth in Section B.2.(a) of this contract. The estimated composition of the total level-of-effort reflected in Section B.2.(a) of this contract, to be provided/performed by the Contractor during the contract period indicated in Section F.1. above, is as follows:

<u>Position Title</u>	<u>Person-Hours</u>					<u>Total</u>
	<u>Yr. 1</u>	<u>Yr. 2</u>	<u>Yr. 3</u>	<u>Yr. 4</u>	<u>Yr. 5</u>	
<u>MANAGEMENT/ADMINISTRATIVE/CLERICAL SERVICES</u>						
Project Director	<u>1040</u> (6pm)	<u>5200</u> (30pm)				
Administrative/ Financial Assist.	<u>693</u> (4pm)	<u>3467</u> (20pm)				

Proj./Prog. Assist. (0 pm)	(0 pm)	(0 pm)	(0 pm)	(0 pm)	(0 pm)
Clerical	<u>173</u> (-1-pm)	<u>173</u> (-1-pm)	<u>173</u> (-1-pm)	<u>-0-</u> (-0-pm)	<u>-0-</u> (-0-pm)
					<u>520</u> (-3-pm)

TECHNICAL ADVISORS/COORDINATORS

Technical Agricultural
and Policy Advisor
Coordinator

<u>1040</u> (6 pm)	<u>5200</u> (30pm)				
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Guidelines & Methods
Advisor/Coord.

<u>1040</u> (6 pm)	<u>5200</u> (30pm)				
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Information Dissem.
Advisor/Coord.

<u>520</u> (3pm)	<u>520</u> (3pm)	<u>520</u> (3pm)	<u>520</u> (3pm)	<u>520</u> (3pm)	<u>2600</u> (12pm)
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SHORT-TERM
SPECIALISTS

<u>5200</u> (30pm)	<u>5200</u> (30pm)	<u>5200</u> (30pm)	<u>5200</u> (30pm)	<u>5200</u> (30pm)	<u>26000</u> (150pm)
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TOTAL

<u>9706</u> (56pm)	<u>9706</u> (56pm)	<u>9706</u> (56pm)	<u>9533</u> (55pm)	<u>9533</u> (55pm)	<u>48186</u> (278pm)
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F.6.(a)(2) The provision of the level-of-effort set forth above will be provided by employees and/or consultants (as the terms are defined in Section H.3. of this contract) of the Contractor and any subcontractors. However, subcontracts may require the consent of the Contracting Officer pursuant to Section H.4. and the clause of this contract entitled "Subcontracts (Cost-Reimbursement and Letter Contracts)" (FAR 52.244-02) and the utilization (but not compensation) of non-clerical employees and consultants (as the terms are defined in Section H.3. of this contract) will require the prior written technical approval of the cognizant A.I.D. Project Officer if and as required by Section H.3. of this contract. All non-clerical personnel compensation must have the prior written approval of the Contracting Officer pursuant to Section H.3. of this contract.

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F.6.(b) Performance of Services

F.6.(b)(1) It is understood and agreed that the rate of person-hours per year may fluctuate in pursuit of the technical objectives, provided that such fluctuation does not result in the utilization of total person-hours of effort prior to the expiration of the term hereof. It is further understood and agreed that the number of person-hours of effort for any labor classification may, with the written consent of the cognizant A.I.D. Project Officer, be utilized by the Contractor in any other labor classification listed above if necessary in the performance of the work, provided that the total person-hours of effort specified above is not exceeded.

F.6.(b)(2) The Contracting Officer may, by written order, direct the Contractor to increase the utilization of effort to such an extent that the total person-hours of effort specified above would be utilized prior to the expiration of the term hereof. Any such order shall specify the degree of acceleration required and the revised term hereof resulting therefrom.

F.6.(b)(3) If the Contractor fails to furnish the total quantity of services set forth in Section B.2.(a) of this contract during the specified term of this contract (See Section F.1. above), the Contracting Officer may require the Contractor to continue performance of the work beyond the estimated completion date until the Contractor has furnished the specified quantity of services or until the total estimated cost or the obligated amount of this contract, whichever is less, has been expended. Alternatively, the Contracting Officer may reduce the fixed fee by a percentage equal to percentage which the total level-of-effort not provided/performed is to the total level-of-effort set forth in Sections B.2.(a) and F.6.(a) of this contract.

F.6.(c) Key Personnel

F.6.(c)(1) The key personnel which the Contractor shall furnish for the performance of this contract are as follows:

<u>Position Title</u>	<u>Name</u>
Project Director	Bill Levine
Technical Agricultural and Policy Adv./Coor.	Gary Ender
Guidelines and Methods Advisor/Coordinator	David Wilcock

(Cont)

<u>Position Title</u>	<u>Name</u>
Information Dissemination Advisor/Coordinator	Millie Morton
Administrative/Financial Assistant	Alisa Brandt

F.6.(c)(2) The key personnel identified above were proposed by the Contractor in its original proposal and/or best and final offer which was accepted by A.I.D. through award of this contract, and 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 such personnel for performance of this contract at the level-of-effort and for the term required hereunder. Unless failure to provide the designated key personnel as 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 as specified above may be considered nonperformance by the Contractor. If the Contractor, at any time, is unable to comply with these requirements, the Contractor shall simultaneously notify the Contracting Officer and the cognizant A.I.D. Project Officer reasonably in advance of the individual's departure and shall submit justification and explanation in sufficient detail (including budget implications) to permit evaluation of the impact on the program. No replacement of personnel shall be made by the Contractor without the written consent of the Contracting Officer; provided, that the Contracting Officer may ratify in writing such replacement 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 departure of any of the approved individuals. Failure to do so may be considered nonperformance by the Contractor. The listing of key personnel may, with the consent of the contracting parties, be amended from time to time during the course of this contract to either add, change, or delete personnel and positions, as appropriate.

F.6.(c)(3) The Contracting Officer's approval for initial starting salaries, as required by Section H.3.(b)(1)(B) of this contract, is hereby provided for the key personnel identified above, at the rates specified in the Contractor's best and final offer (or original proposal if there was no best and final offer) which was accepted by A.I.D. through award of this contract.

F.6.(c)(4) Qualifications of Key Personnel

The specific qualifications for the above-listed key personnel positions are as follows:

F.6.(c)(4)(A) Project Director

The Project Director should have extensive experience in agricultural policy analysis and project management. It is critical that the Project Director be fully-versed in management and support of complex development projects, especially those providing technical assistance services. Experience as a Chief of Party or Home Office Project Director is desired. Exceptional and demonstrated interpersonal, writing, oral communication, and management skills are required. This individual must be able to undertake critical thinking from both a theoretical and practical perspective in international development, agricultural policy, and policy analysis. The Project Director will be required to sign a Procurement Integrity Certification for Procurement Officials (see Section J.8. of this contract).

F.6.(c)(4)(B) Technical Agricultural and Policy Advisor/Coordinator

The Technical Agricultural and Policy Advisor/Coordinator should be a agricultural development specialist with substantial experience in agricultural policy and analysis. The Technical Agricultural and Policy Advisor/Coordinator should have demonstrated ability to conceptualize, design, and evaluate agricultural policy analysis projects in developing countries; proven ability to recruit, manage, respond to scopes of work, arrange travel and logistical support for personnel performing short term technical assistance. A M.S. degree minimum, Ph.D. desirable, in economics, agricultural economics, or related discipline, and at least five years of international experience in Asia, Near East, Africa, or Latin America, are desired. The Technical Agricultural and Policy Advisor/Coordinator should

have demonstrated experience in policy issues and reforms. Demonstrated interpersonal and leadership skills are important. The Technical Agricultural and Policy Advisor/Coordinator will be required to sign a Procurement Integrity Certification for Procurement Officials (see Section J.8. of this contract).

F.6.(c)(4)(C) Guidelines and Methods Advisor/Coordinator

The Guideline and Methods Advisor/Coordinator should be an individual with a Ph.D. degree in Agricultural Economics or related field, and with at least ten years of professional experience. The Guideline and Methods Advisor/Guideline should have proven ability to manage and coordinate studies or research, and methods development programs in areas of agricultural economics policy analysis. He/she should have demonstrated experience in managing and coordinating training, developing training material, and workshop development in developing countries. The Guidelines and Methods Advisor/Coordinator will be required to sign a Procurement Integrity Certification for Procurement Officials (see Section J.8. of this contract).

F.6.(c)(4)(D) Information Dissemination Advisor/Coordinator

The Information Dissemination Advisor/Coordinator should have an advance degree and proven ability to manage and coordinate the preparation and publishing of technical documents and five years of professional experience. He/She should have demonstrated experience in the management, assembly, and coordination of the publication of reports, studies, and papers prepared by technical specialists and consultants, and quarterly newsletter or newsbrief on policy developments. He/she should also have experience in monitoring and evaluating technical reports, and development of training materials. The Advisor will be required to sign a Procurement Integrity Certification for Procurement Officials (see Section J.8. of this contract).

F.6.(c)(4)(E) Administrative/Financial Assistant

The Administrative/Financial Assistant should be knowledgeable about A.I.D. financial accounting and project reporting. It is particularly important that this person possess administrative

skills and have access to the back-up support required to: (i) translate the Project Director's guidance into specific discrete contract activities; (ii) identify and provide appropriate technical expertise to carry out contract tasks in the technical areas described in Section C.; (iii) handle a variety of requests simultaneously; (iv) maintain thorough familiarity with current activities ongoing under the contracts; and (v) budgetary resources under the contracts. This individual should be familiar with A.I.D. requirements regarding travel, preparation and submission of proposals, subcontracting/purchasing, financial management, and logistics. He/she should also be "computer friendly," and be well-versed in Lotus 1-2-3, Wordperfect 5.1, Budget Compilation, dBase III+, and other software packages. The Administrative/Financial Assistant will be required to sign a Procurement Integrity Certification for Procurement Officials (see Section J.8. of this contract).

F.6.(c)(4)(F) Project/Program Assistant

The Project Program Assistant should have experience with personnel recruitment, reviewing scopes of work, arranging logistical support for contract personnel, preparing data and information support, and performing basic trend analysis and information management. A graduate degree is desirable, in economics, agricultural economics, or a related discipline.

F.6.(d) Short-Term Specialists

Subject to sufficiency of obligated funds (see Section B.3.[b][2] of this contract), and within the definite quantity of services (level-of-effort) specified in Section B.2.(a) of this contract and the total estimated cost specified in Section B.3.(a), the Contractor shall, in accordance with Sections F.3., F.4., and F.5. above, and in addition to the key personnel specified in Section F.6.(c) above, provide individuals with specialized skills in particular areas necessary for complete and successful performance of this contract. The utilization of such personnel are subject to the issuance of a TSO, and the compensation of such personnel shall be in accordance with Section H.3. of this contract.

F.6.(d)(1) The anticipated short-term specialists to be required include, but are not necessarily limited to, the following:

- F.6.(d)(1)(A)** Agriculture or Food Policy Specialists;
- F.6.(d)(1)(B)** Financial and Credit Specialists;
- F.6.(d)(1)(C)** Agribusiness and Marketing Specialists
- F.6.(d)(1)(D)** Agriculture Research, and Extension Specialists;
- F.6.(d)(1)(E)** Natural Resource Management Specialists;
- F.6.(d)(1)(F)** Price Policy Specialists;
- F.6.(d)(1)(G)** Trade Policy Specialists;
- F.6.(d)(1)(H)** Political Economist/Development Specialists;
- F.6.(d)(1)(I)** Specialists in preparing publications; and
- F.6.(d)(1)(J)** Specialists in organizing seminars, workshops, meetings, and conferences.

F.6.(d)(2) Individuals may be named and designated in TSOs as key/essential personnel. If so, prior to diverting any of these individuals to other duties, the Contractor shall notify the Contracting Officer reasonably in advance and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact (including budget implications) on the TSO. No diversion of personnel shall be made by the Contractor without the written consent of the Contracting Officer; provided that the Contracting Officer may ratify in writing such replacement 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 10 days after the departure of any of the listed key personnel (see Section F.5.[b][7] above). The listing of key personnel may, with the

consent of the contracting parties, be amended from time to time during the course of a TSO to either add, change, or delete key personnel and positions, as appropriate. A.I.D. will not pay for repatriation or fielding costs of departing or replacement personnel, respectively, without prior written approval by the Contracting Officer (also see Section H.7. of this contract).

F.6.(d)(3) Personnel proposed to perform under TSOs may be required to sign a Procurement Integrity Certification for Procurement Officials (see Section J.8. of this contract).

F.6.(d)(4) The key personnel named under the core contract with specialized skills in particular areas necessary for the completion and successful performance of a delivery order under the buy-in contract, may be utilized in a delivery order. The cognizant A.I.D. Project Officer, in advance and in writing, must authorize the specific utilization of key personnel under the buy-in contract. Such utilization of key personnel are above and beyond normal backstopping responsibilities as described in Section C.3. of this contract. If any of the key personnel should perform on any delivery order issued under the buy-in contract, their labor (See Section B.3.[a][3]) and associated costs shall be charged to the applicable delivery order. Where the utilization of key personnel (See Section F.6.[c][1]) requires overseas travel, such utilization will usually be considered to be under the buy-in contract rather than normal backstop responsibilities.

F.7. REPORTS AND OTHER DELIVERABLES

The Contractor shall submit/deliver all reports and other deliverables in accordance with the clause of this contract entitled "F.o.b. Destination, Within Consignee's Premises" (FAR 52.247-35). The types, quantities, consignees, and due dates of such reports and other deliverables are specified in Section C.4. of this contract.

F.8. PLACES OF PERFORMANCE

Performance of this contract shall be in the Washington, DC metropolitan area, at the Contractor's and any subcontractor's facilities in the United States, and those countries to which the cognizant A.I.D. Project Officer, in accordance with Section H.1. of this contract and the clauses of this contract entitled "International Travel Approval and Notification Requirements" (AIDAR 752.7032) and "Personnel" (AIDAR 752.7027), approves international travel for performance of the work.

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SECTION G

CONTRACT ADMINISTRATION DATA

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

The cognizant A.I.D. Project Officer is Dr. David Schroder or other A.I.D. direct-hire individual as assigned by the Chief, RD/AGR/APP, A.I.D., Washington, DC 20523-1809.

G.2. PAYMENT OFFICE

The payment office, and the office to which requests for payment shall be sent, is FA/FM/CMPD/DCB, A.I.D., Washington, DC 20523-0209.

G.3. POST-AWARD CONTRACT ADMINISTRATION OFFICE

The post-award contract administration office is FA/OP/B/LA, A.I.D., Washington, DC 20523-1430.

G.4. SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS SUBCONTRACTING

The Director of the Office of Small and Disadvantaged Business Utilization (OSDBU/MRC), A.I.D., Washington, DC 20523-1414 is hereby designated as the Contracting Officer's representative, responsible for assisting the Contracting Officer in monitoring, evaluating, and documenting the Contractor's performance under the clause of this contract entitled "Small Business and Small Disadvantaged Business Subcontracting Plan" (FAR 52.219-09).

G.5. ACCOUNTING AND APPROPRIATION DATA

Funds currently obligated in this contract are chargeable as follows:

G.5. (a) (1)	PIO/T	: 936-4201-3692417
G.5. (a) (2)	Appropriation	: 72-1131021.1
G.5. (a) (3)	Allotment	: 341-36-099-06-20-31
G.5. (a) (4)	BPC	: DDVA-93-16900-EG11
G.5. (a) (5)	Amount	: \$7,000
G.5. (b) (1)	PIO/T	: 936-4201-3692418
G.5. (b) (2)	Appropriation	: 72-1131021.1
G.5. (b) (3)	Allotment	: 341-36-099-00-20-31
G.5. (b) (4)	BPC	: DDVA-93-16900-KG11
G.5. (b) (5)	Amount	: \$168,000
G.5. (c) (1)	PIO/T	: 936-4201-3692812
G.5. (c) (2)	Appropriation	: 72-113/41014
G.5. (c) (3)	Allotment	: 381-36-099-00-20-31
G.5. (c) (4)	BPC	: DSS3-93-16900-KG11
G.5. (c) (5)	Amount	: \$200,000

G.6. CONTRACTOR'S PAYMENT ADDRESS

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

<u>Mail Address</u>	<u>or</u>	<u>Wire to</u>
<u>Abt Associates Inc,</u>		<u>Abt Associates Inc.</u>
<u>P.O. Box 5586</u>		<u>State St Bos</u>
<u>Boston, MA 02206</u>		<u>ABA #011000028</u>
		<u>Acct # 0017-546-3</u>

G.7. LINES OF AUTHORITY

G.7.(a) A.I.D. and other liaison officials for TSOs will be designated in the TSO. The Program Leaders described in Section C.2.(g)(3)(B) of this contract will also serve as liaison officials, and the cognizant A.I.D. Project Officer may also designate other personnel as liaison officials on activities for which TSOs are not required. Liaison officials are separate and distinct from the cognizant A.I.D. Project Officer described in Section G.1 above, and are not empowered to act on behalf of the cognizant A.I.D. Project Officer or the Contracting Officer, nor is the cognizant A.I.D. Project Officer empowered to act on behalf of the Contracting Officer, unless otherwise specifically stated in this contract or any TSO. Any acts by liaison officials which are reserved in this contract or any TSO to the cognizant A.I.D. Project Officer or the Contracting Officer, and are not specifically delegated in this contract or any TSO to the liaison official, shall be considered an informal commitment. Similarly, any acts by the cognizant A.I.D. Project Officer which are reserved in this contract or any TSO to the Contracting Officer, and are not specifically delegated in this contract or any TSO to the cognizant A.I.D. Project Officer, shall also be considered an informal commitment. Formalization of such informal commitments by the A.I.D. Procurement Executive shall be required if the budget or any other terms and conditions of the TSO or this contract are to be adjusted on the basis of the informal commitment. Formalization of an informal commitment requires, inter alia, a finding that the Contractor, responding to an A.I.D. official's written or oral instructions, and relying in good faith upon the official's apparent authority to issue such instructions, has furnished or arranged to furnish supplies or services to A.I.D. without formal contractual coverage. Since this provision removes any doubt the Contractor may have about lines of authority, the Contracting Officer will generally be reluctant to pursue formalization of an informal commitment.

G.7.(b) USAID Missions are not authorized to discuss potential or upcoming buy-ins, TSOs, or overseas assignments directly with the Contractor. Accordingly, if the Contractor receives any communications directly from a USAID Mission, the Contractor shall refer the USAID Mission to the cognizant A.I.D. Project Officer (see Section G.1. above).

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SECTION H

SPECIAL CONTRACT REQUIREMENTS

H.1. SPECIAL PROVISION REGARDING THE CLAUSES ENTITLED "INTERNATIONAL TRAVEL APPROVAL AND NOTIFICATION REQUIREMENTS" (AIDAR 752.7032) AND "PERSONNEL" (AIDAR 752.7027)

H.1.(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 A.I.D. 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 of this contract (see Section B.3.[a] of this contract) or to exceed the obligated amount (see Section B.3.[b][2] of this contract), whichever is less, which are subject to the clauses of this contract entitled "Limitation of Cost" (FAR 52.232.20) and "Limitation of Funds" (FAR 52.232-22), respectively. A copy of each approval issued pursuant to this paragraph shall be retained by the Contractor for audit purposes.

H.1.(b) After approval of the proposed international travel, the Contractor shall notify the USAID Mission(s) and the cognizant A.I.D. Project Officer of the arrival date and time and flight identification of A.I.D.-financed travellers.

H.2. INSURANCE REQUIREMENTS

H.2.(a) Workers' Compensation and Employer's Liability

Pursuant to the clause of this contract entitled "Insurance -Liability to Third Persons" (FAR 52.228-07), the Contractor shall, during the period of this contract (see Section F.1.), comply with applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the Contractor's insurance policy. Employer's liability coverage of at least \$100,000 is required to be provided and maintained by the Contractor during the period of this contract, except in States with exclusive or monopolistic funds that do not permit

workers' compensation to be written by private carriers. To the extent that this insurance exceeds the insurance maintained by the Contractor in connection with the general conduct of its business, the costs of such insurance are allowable and reimbursable as a direct cost to this contract.

H.2.(b) General Liability

Pursuant to the clause of this contract entitled "Insurance -Liability to Third Persons" (FAR 52.228-07), the Contractor shall, during the period of this contract (see Section F.1.), provide and maintain bodily injury liability insurance coverage written on the comprehensive form of policy of at least \$500,000 per occurrence. Property damage liability insurance is not required by this contract. To the extent that this insurance exceeds the insurance maintained by the Contractor in connection with the general conduct of its business, the costs of such insurance are allowable and reimbursable as a direct cost to this contract.

H.2.(c) Automobile Liability

Pursuant to the clause of this contract entitled "Insurance -Liability to Third Persons" (FAR 52.228-07), the Contractor shall, during the period of this contract (see Section F.1.), provide and maintain automobile liability insurance (other than privately-owned vehicles of the Contractor's employees or consultants, which are discussed in Section H.2.[f] below) written on the comprehensive form of policy. The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing this contract. The policy shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury, and \$20,000 per occurrence for property damage. To the extent that this insurance exceeds the insurance maintained by the Contractor in connection with the general conduct of its business, the costs of such insurance are allowable and reimbursable as a direct cost to this contract.

H.2.(d) Defense Base Act (DBA) Insurance

Pursuant to the clause of this contract entitled "Workers' Compensation Insurance (Defense Base Act)" (FAR 52.228-03), the Contractor shall, during the period of this contract (see Section F.1.), provide and maintain such workers' compensation insurance or security as the Defense Base Act (42 U.S.C. 1651, et seq.) requires (U.S. citizens and U.S. residents who are hired in the U.S. must be covered by DBA insurance during the period they are performing outside the U.S.). Pursuant to the clause of this contract entitled "Worker's Compensation

Insurance (Defense Base Act)" (AIDAR 752.228-03), the Contractor shall obtain DBA coverage from A.I.D.'s current insurance carrier for such insurance. This insurance carrier as of the effective date of this contract is Wright & Co.; 1400 I Street, N.W.; Washington, D.C. 20005; telex 440508; telephone (202) 289-0200, or (800) 424-9801 outside the Washington area (toll-free). The costs of DBA insurance are allowable and reimbursable as a direct cost to this contract.

H.2.(e) Workers' Compensation and War-Hazard Insurance

If the requirement for Defense Base Act insurance is waived for any individual (see Section J.17. of this contract), the Contractor shall, pursuant to paragraph (a) of the clause of this contract entitled "Workers' Compensation and War-Hazard Insurance Overseas" (FAR 52.228-04), provide at least that workers' compensation insurance or the equivalent as the laws of the Cooperating Country, or the country of which these individuals are nationals, may require (whichever is greater), and shall continue to maintain it until performance is complete. The costs of such insurance are allowable and reimbursable as a direct cost to this contract.

H.2.(f) Insurance on Private Automobiles

Pursuant to the clause of this contract entitled "Insurance -Liability to Third Persons" (AIDAR 752.228-07), if the Contractor or any of its employees, consultants, or their dependents transport or cause to be transported (whether or not at contract expense) privately-owned automobiles to the Cooperating Country, or if any of them purchase an automobile within the Cooperating Country, the Contractor shall, during the period of this contract (see Section F.1.), ensure that all such automobiles during such ownership within the Cooperating Country will be covered by a paid-up insurance policy issued by a reliable company providing minimum coverage of \$10,000/\$20,000 for injury to persons and \$5,000 for property damage, or such other minimum coverage as may be set by the Mission Director, payable in U.S. dollars or its equivalent in the currency of the Cooperating Country. The premium costs of such insurance shall not be a reimbursable cost under this contract.

H.2.(g) Cargo Insurance

Pursuant to the clause of this contract entitled "Cargo Insurance" (AIDAR 752.228-09), if the Contractor ships project goods or commodities (but not household or personal effects of the Contractor's employees or consultants) on ocean vessels, the Contractor shall secure marine insurance equivalent to 110% of the CIF value of the shipment (see also Section H.4. of this contract). The costs of such insurance are allowable and reimbursable as a direct cost to this contract.

H.2.(h) Medical Evacuation (Medevac) Services

H.2.(h)(1) Contractors agree to provide medevac service coverage to all U.S. citizen, U.S. resident alien, and Third Country National employees/consultants and their authorized dependents while overseas under an A.I.D.-financed direct contract. Coverage shall be obtained pursuant to the terms of the contract between A.I.D. and A.I.D.'s medevac service provider unless exempted in accordance with paragraph H.2.(h)(2) below.

H.2.(h)(2) The following are exempted from the requirements in Section H.2.(h)(1) above:

H.2.(h)(2)(A) Eligible employees and their dependents with a health insurance program which includes sufficient medevac coverage as approved by the Contracting Officer.

H.2.(h)(2)(B) Eligible Employees and their dependents located at Missions where the Mission Director makes a written determination to waive the requirement for such coverage based on findings that the quality of local medical services or other circumstances obviate the need for such coverage.

H.2.(h)(3) Contractors further agree to insert in all subcontracts hereunder to which the medevac coverage is applicable, a clause similar to this clause, including this sentence, imposing on all subcontractors a like requirement to provide medical evacuation services coverage and obtain medevac coverage in accordance with the contract between A.I.D. and A.I.D.'s medevac service provider.

H.2.(h)(4) A.I.D.'s medevac service provider as of the effective date of this contract is MEDEX Assistance. Coverage may be obtained by contacting Wright & Co.; 1400 I Street, N.W.; Washington, D.C. 20005; telex 440508; telephone (202) 289-0200, or (800) 424-9801 outside the Washington area (toll-free).

H.3. PERSONNEL COMPENSATION

H.3.(a) Definitions

H.3.(a)(1) As used in this Section H.3., the terms "Salaries," "Wages," "Consultant Fees," and "Compensation" mean the periodic remuneration received by personnel for professional or technical services rendered, exclusive of fringe benefits, travel incentives, housing allowances, differentials, or other bonuses as defined in the clause of

this contract entitled "Differentials and Allowances" (AIDAR 752.7028), unless otherwise stated. The terms "Compensation," "Salaries," "Wages," and "Consultant Fees" include payments for personal services (including fees and honoraria). It excludes earnings from sources other than the individual's professional or technical work, overhead, or other charges (see also the clause of this contract entitled "Personnel Compensation" [AIDAR 752.7007]).

H.3.(a)(2) As used herein, the term "Employee" means a direct full time employee who works a normal work week, is eligible for all fringe benefits, is generally compensated on a salary basis, is provided with working space on the Contractor's premises, and whose compensation is reported on IRS Form W-2. The terms "salaries" and "wages" refer to compensation (excluding fringe benefits) provided to an employee.

H.3.(a)(3) As used herein, the term "Consultant" means an individual who is not an employee or officer of the Contractor, but who is engaged from time-to-time on a temporary or intermittent basis for specific tasks, who does not share in the Contractor's fringe benefits package, and for whom the Contractor does not normally maintain office space. Consultant fees for such individuals are reported on IRS Form 1099 rather than Form W-2. The term "consultant fees" refers to compensation provided to a consultant.

H.3.(a)(4) "Personnel" means both employees and consultants.

H.3.(b) Limitations

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

H.3.(b)(1) Employees

No compensation for non-clerical employees will be reimbursed unless their utilization (but not compensation) has the prior written technical approval of the cognizant A.I.D. Project Officer, except that individuals named as key personnel in Section F.6.(c) of this contract or in any TSO issued hereunder shall be considered to have been approved by the cognizant A.I.D. Project Officer. If such provision has been made or

approval given, reimbursable salaries and wages for employees may not exceed the Contractor's established policy and practice, including the Contractor's established pay scale for equivalent classifications of employees, which will be certified to by the Contractor, nor may any individual reimbursable salary or wage, without approval of the Contracting Officer, exceed the employee's current salary or wage or the highest rate of annual compensation received during any full year of the immediately preceding three years. An hourly rate is determined by dividing the annual rate of compensation by the number of hours in the Contractor's (or any subcontractors') normal direct-labor year (including paid absences, regardless of how the costs of paid absences are recovered by the Contractor or subcontractor). A daily rate is determined by multiplying the hourly rate by the number of hours in the Contractor's (or any subcontractors') normal work-week. There is a ceiling on reimbursable salaries and wages paid to a person employed directly under this contract of the maximum salary rate of an FS-1 (or the equivalent hourly or 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.

H.3. (b) (1) (A) Initial Salaries

The reimbursement level for the initial starting salaries of all non-clerical employees whose salaries are charged as a direct cost to this contract must have the prior written approval of the Contracting, if that employee was not an employee for at least six months prior to first performing under this contract. However, the initial starting salaries for the key personnel named in Section F.6.(c) of this contract are hereby approved at the rates set forth in the Contractor's original proposal and/or best and final offer which was accepted by A.I.D. through award of this contract. Unless specifically stated in a TSO, issuance of a TSO shall not be considered as having met the requirement contained herein for Contracting Officer approval of initial starting salaries in the specified circumstances. Subsequent salary increases shall be in accordance with Section H.3.(b)(1)(B) below.

H.3. (b) (1) (B) Annual Salary Increases

Annual salary increases for the Contractor's employees may not exceed those provided by the Contractor's established policy and practice. With respect to employees performing work directly under this contract, A.I.D. shall reimburse the Contractor for one annual salary increase of not more than 4.9% of the employee's base salary, subject to the contractor's established policy and practice, either after the employee's completion of each twelve-month period of satisfactory services

under this contract (if the individual was not an employee of the Contractor prior to award of this contract) or after the employee's completion of each twelve-month period of satisfactory job performance as a employee of the Contractor (if the individual was an employee of the Contractor prior to award of this contract). Reimbursement for annual salary increases of any kind exceeding these limitations or which cause the employee's salary to exceed the maximum salary of FS-1 must have the advance written approval of the Contracting Officer. Reimbursement for annual salary increases for subcontractor employees shall be in accordance with the Contractor's original proposal and/or best and final offer which was accepted by A.I.D. through award of this contract.

H.3.(b)(2) Consultants

No compensation for consultants will be reimbursed unless their utilization (but not compensation) under the contract has the advance written technical approval of the cognizant A.I.D. Project Officer, except that individuals named as key personnel in Section F.6.(c) of this contract or in any TSO issued hereunder shall be considered to have been approved by the cognizant A.I.D. Project Officer. If such provision has been made or approval given, reimbursement of such compensation must have the prior written approval of the Contracting Officer, and shall not exceed, without specific approval of the rate by the Contracting Officer, (A) the current annual compensation or the highest rate of annual compensation received by the consultant during any full year of the immediately preceding three years or (B) the maximum salary rate of an FS-1, whichever is less. An hourly rate is determined by dividing the annual compensation by 2,080. A daily rate is determined by multiplying the hourly rate by 8. Compensation of faculty members of colleges or universities who are on less than a 12 month appointment at their college or university may be annualized in one of two ways: (1) the salary for the appointment period is divided by the number of months in the appointment period, and the result is multiplied by 12 (in this case, the number of months in the appointment period must be indicated); or (2) consulting income earned by the individual during periods outside the appointment period may be added to the salary for the appointment period. Unless specifically stated in a TSO, issuance of a TSO shall not be considered as having met the requirement contained herein for Contracting Officer approval of consultant compensation.

NOTE 1: An hourly rate for an FS-1 is determined by dividing the annual compensation by 2087 hours. The daily rate is determined by multiplying the result by 8.

NOTE 2: Any approvals issued pursuant to this Section H.3. shall be retained by the Contractor for audit purposes. Approvals issued pursuant to the above must be within the terms of this contract, and shall not serve to increase the total estimated cost, or the obligated amount of this contract, whichever is less.

H.3.(b)(3) Third Country Nationals (TCNs) and Cooperating Country Nationals (CCNs)

H.3.(b)(3)(A) Third Country Nationals

No compensation for TCNs (excluding non-U.S. citizens lawfully admitted for permanent residence in the U.S.) will be reimbursed unless their utilization (but not compensation) under the contract has the advance written technical approval of the cognizant A.I.D. Project Officer, except that individuals named as key personnel in Section F.6.(c) of this contract or in any TSO issued hereunder shall be considered to have been approved by the cognizant A.I.D. Project Officer. If such provision has been made or approval given, reimbursement of such compensation must have the prior written approval of the Contracting Officer, and shall not exceed, without specific approval of the rate by the Contracting Officer, (A) the current annual compensation or the highest rate of annual compensation received by the individual during any full year of the immediately preceding three years or (B) the maximum salary rate of an FS-1, whichever is less. An hourly rate is determined by dividing the annual compensation by 2,080. A daily rate is determined by multiplying the hourly rate by 8. Unless otherwise authorized by the Mission Director in the Cooperating Country, compensation shall be paid to TCNs in the currency of the Cooperating Country. Unless specifically stated in a TSO, issuance of a TSO shall not be considered as having met the requirement contained herein for Contracting Officer approval of TCN compensation (also see Section H.4. of this contract).

H.3.(b)(3)(B) Cooperating Country Nationals

No compensation for CCNs (excluding non-U.S. citizens lawfully admitted for permanent residence in the U.S.) will be reimbursed unless their utilization (but not compensation) under the contract has the advance written technical approval of the cognizant A.I.D. Project Officer, except that individuals named as key personnel in Section F.6.(c) of this contract or in any TSO issued hereunder shall be considered to have been approved by the cognizant A.I.D. Project Officer. If such provision has been made or approval given, reimbursement

of such compensation must have the prior written approval of the Contracting Officer, and shall not exceed, without specific approval of the rate by the Contracting Officer, (A) the current annual compensation or the highest rate of annual compensation received by the individual during any full year of the immediately preceding three years, or (B) the prevailing rate for CCNs of equivalent qualifications employed by the USAID Mission or U.S. Embassy in accordance with the local Foreign Service National (FSN) pay scale, or (C) the maximum salary rate of an FS-1, whichever is less. An hourly rate is determined by dividing the annual compensation by 2,080. A daily rate is determined by multiplying the hourly rate by 8. Unless otherwise authorized by the Mission Director in the Cooperating Country, compensation shall be paid to CCNs in the currency of the Cooperating Country. Unless specifically stated in a TSO, issuance of a TSO shall not be considered as having met the requirement contained herein for Contracting Officer approval of CCN compensation. Unless otherwise authorized by the Contracting Officer, no compensation shall be paid to employees of the host government or any agency thereof (also see Section H.4. of this contract).

H.3.(b)(4) Compensation During Travel

Compensation paid to personnel 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, unless otherwise approved by the Contracting Officer.

H.3.(b)(5) Return of Overseas Personnel

Compensation paid to personnel serving overseas who are 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/her promptly to his/her point of origin by the most direct and expeditious air route, unless otherwise approved by the Contracting Officer (also see Section H.7. below).

H.3.(c) Work-Day and Work-Week

H.3.(c)(1) Work-Day

H.3.(c)(1)(A) Non-Overseas Personnel

H.3.(c)(1)(A)(i) Employees

The work-day for the Contractor's (or any subcontractors') employees while working in the U.S. shall not be less than the

H.4.(a) Authorized Geographic Codes

H.4.(a)(1) Source, Origin, and Componentry of Goods and Commodities

H.4.(a)(1)(A) Source, Origin, and Componentry

Except as specified in Sections H.4.(a)(1)(B), H.4.(a)(1)(C), H.4.(a)(1)(D), and H.4.(a)(1)(E) below, all goods/commodities shall have their source and origin in the United States (A.I.D. Geographic Code 000) and shall meet A.I.D.'s componentry requirements, except as the Contracting Officer may otherwise agree in writing.

H.4.(a)(1)(B) Exception for Purchase/Procurement Transactions not Exceeding \$5,000

H.4.(a)(1)(B)(i) Notwithstanding the source, origin, and componentry requirements set forth in Section H.4.(a)(1)(A) above, if the proposed purchase/procurement transaction does not exceed \$5,000 excluding transportation costs, all goods and commodities may have their source and origin in any "Special Free World" (A.I.D. Geographic Code 935) country, may not contain any components from a non-"Free World" country (i.e., from a country not included in A.I.D. Geographic Code 935), and must meet other A.I.D. commodity eligibility requirements as set forth in Section H.4.(a)(1)(E) below. Notwithstanding the foregoing, the source, origin, and componentry of such goods or commodities shall follow the following descending order of preference:

- | | |
|---------------------------|--|
| H.4.(a)(1)(B)(i)a. | The United States (A.I.D. Geographic Code 000) |
| H.4.(a)(1)(B)(i)b. | The Cooperating Country |
| H.4.(a)(1)(B)(i)c. | "Selected Free World" Countries (A.I.D. Geographic Code 941) |
| H.4.(a)(1)(B)(i)d. | "Special Free World" Countries (A.I.D. Geographic Code 935) |

H.4.(a)(1)(B)(ii) When the Contractor, pursuant to Section H.4.(a)(1)(B)(i) above, procures goods/commodities which do not meet the source, origin, and componentry requirements set forth in Section H.4.(a)(1)(A) above, the Contractor shall document its files to justify each such instance. The documentation shall set forth the circumstances

surrounding the procurement, and shall be based on one or more of the following reasons, which shall be set forth in the Contractor's documentation:

H.4.(a)(1)(B)(ii)a. The procurement was of an emergency nature, which would not allow for the delay in meeting the source, origin, and componentry requirements;

H.4.(a)(1)(B)(ii)b. The price differential for procurement of goods and commodities meeting the source, origin, and componentry requirements exceeded by more than 50% or more the delivered price of goods and commodities meeting the source, origin, and componentry requirements;

H.4.(a)(1)(B)(ii)c. Impelling local political considerations precluded consideration of goods and commodities meeting the source, origin, and componentry requirements;

H.4.(a)(1)(B)(ii)d. Goods or commodities not meeting the source, origin, and componentry requirements were not available; or

H.4.(a)(1)(B)(ii)e. Procurement of locally available goods or commodities not meeting the source, origin, and nationality requirements, as opposed to procurement of goods and commodities which met the source, origin, and componentry requirements, would best promote the objectives of the Foreign Assistance program under the contract.

H.4.(a)(1)(C) Local Procurement

Notwithstanding the source, origin, and componentry requirements set forth in Section H.4.(a)(1)(A) above, local procurement of goods and commodities not meeting said requirements is authorized as permitted by Chapter 18 of Supplement B to A.I.D. Handbook 1 ("A.I.D. Handbook 1B"), which, as amended from time-to-time, is incorporated herein by reference (see the clause of this contract entitled "Local Cost Financing With U.S. Dollars" [AIDAR 752.7017]) and made a part of this contract (also see Section J.15. of this contract). Under no circumstances will the source or origin of any locally-procured goods and commodities be in a non-"Free World" country (i.e., from a country not included in A.I.D. Geographic

Code 935), nor will any goods and commodities contain any components from non-"Free World" countries, except as the Contracting Officer may otherwise agree in writing.

H.4.(a)(1)(D) Restricted Goods

Pursuant to the clause of this contract entitled "Source and Nationality Requirements" (AIDAR 752.7004), purchase of the following restricted goods must be specifically approved by the Contracting Officer even if they meet the source, origin, and componentry requirements set forth in Section H.4.(a)(1)(A) above:

- H.4.(a)(1)(D)(i) Agricultural Commodities**
- H.4.(a)(1)(D)(ii) Motor Vehicles**
- H.4.(a)(1)(D)(iii) Pharmaceutical**
- H.4.(a)(1)(D)(iv) Pesticides**
- H.4.(a)(1)(D)(v) Rubber Compounding and Plasticizer**
- H.4.(a)(1)(D)(vi) Used Equipment**
- H.4.(a)(1)(D)(vii) Fertilizer**

H.4.(a)(1)(E) Eligibility of Goods and Commodities Determined by Ineligibility of Commodity-Related Services

Notwithstanding the above, and except as the Contracting Officer may otherwise agree in writing:

- H.4.(a)(1)(E)(i) Goods and commodities shipped by a transportation medium owned, operated, or under the control of any country not included in "Special Free World" (A.I.D. Geographic Code 935) countries are ineligible for A.I.D. financing hereunder, regardless of whether such transportation costs are financed hereunder.**
- H.4.(a)(1)(E)(ii) Goods and commodities are ineligible for A.I.D. financing hereunder if shipped on a vessel which A.I.D. has designated as ineligible, regardless of whether such transportation costs are financed hereunder.**
- H.4.(a)(1)(E)(iii) With respect to Section H.4.(a)(2)(B) below and paragraph (c) of the clause of this**

contract entitled "Source and Nationality Requirements" (AIDAR 752.7004), if the Cooperating Country discriminates against any marine insurance company authorized to do business in any state of the United States, failure to insure all A.I.D.-financed goods and commodities with U.S. insurance companies shall render the goods and commodities ineligible for A.I.D. financing hereunder.

H.4.(a)(1)(E)(iv) Good and commodities are ineligible for A.I.D. financing hereunder if shipped under an ocean or air charter that has not received prior approval of the Contracting Officer, regardless of whether such transportation costs are financed hereunder (see Paragraph [b][2] of the clause of this contract entitled "Source and Nationality Requirements" [AIDAR 752.7004]).

H.4.(a)(2) Eligibility of Commodity-Related Services

Except as the Contracting Officer may otherwise agree in writing:

H.4.(a)(2)(A) Ocean Transportation

Ocean transportation shall only be financed on flag vessels of the United States (A.I.D. Geographic Code 000), and Alternate I of the clause entitled "Preference for Privately Owned U.S.-Flag Commercial Vessels" (FAR 52.247-64) will apply. Pursuant to said clause, even if the Contracting Officer authorizes ocean transportation on non-U.S. vessels (based on a determination of non-availability by A.I.D.), the Contractor shall nevertheless still comply with the "50%" requirement imposed by the Cargo Preference Act, and the clause entitled "Preference for Privately Owned U.S.-Flag Commercial Vessels" (FAR 52.247-64) without Alternate I will apply, except as the Contracting Officer may otherwise agree in writing. Pursuant to Section H.4.(a)(1)(E)(i) above, ocean transportation on flag vessels of non-"Free World" countries is not eligible for A.I.D. financing hereunder. Pursuant to Section H.4.(a)(1)(E)(ii) above, ocean transportation on a vessel which A.I.D. has designated ineligible is not eligible for A.I.D. financing hereunder. Pursuant to Section H.4.(a)(1)(E)(iv) above, transportation under an ocean charter which has not been approved by the Contracting Officer is not eligible for A.I.D. financing hereunder.

H.4.(a)(2)(B) Marine Insurance

Marine insurance shall only be placed with insurance companies located in the United States (A.I.D. Geographic Code 000). If the Contracting Officer subsequently authorizes marine insurance

to be placed with an insurance company located in "Selected Free World" (A.I.D. Geographic Code 941) countries, such insurance may also be placed with an insurance company located in the Cooperating Country, unless that the Cooperating Country discriminates against any insurance company authorized to do business in any state of the United States (also see Section H.4.[a][1][E][iii] above).

H.4.(a)(2)(C) Air Travel and Transportation

Pursuant to the clause of this contract entitled "Preference for U.S.-Flag Air Carriers," all air travel and transportation must be on U.S.-flag air carriers when such air carriers are available (see FAR 47.403). If U.S.-flag air carriers are not available, foreign-flag air carriers may be used, provided that the Contractor's invoices/vouchers or financial reports certify that U.S.-flag air carriers were not available (with supporting reasons). Pursuant to Section H.4.(a)(1)(E)(i) above, in no event shall air travel and transportation be financed on air carriers registered in non-"free World" countries (i.e., from countries not included in A.I.D. Geographic Code 935). Pursuant to Section H.4.(a)(1)(E)(ii) above, air travel and transportation on an airplane which A.I.D. has designated ineligible is not eligible for A.I.D. financing hereunder. Pursuant to Section H.4.(a)(1)(E)(iv) above, transportation under an air charter which has not been approved by the Contracting Officer is not eligible for A.I.D. financing hereunder.

H.4.(a)(3) Nationality of Supplier

H.4.(a)(3)(A) Except as specified in Sections H.4.(a)(3)(B), H.4.(a)(3)(C), and H.4.(a)(3)(D) below, and except as the Contracting Officer may otherwise agree in writing:

H.4.(a)(3)(A)(i) Suppliers of Goods and Commodities

The suppliers of goods and commodities shall have their nationality in the United States (A.I.D. Geographic Code 000).

H.4.(a)(3)(A)(ii) Suppliers of Services (Other Than Commodity-Related Services)

The suppliers of services (other than commodity-related services) shall have their nationality in the United States (A.I.D. Geographic Code 000). However, if the supplier of services is an employee or consultant of the Contractor (or any subcontractor), he/she may be a citizen of any "Special Free World" (A.I.D. Geographic Code 935) country or a non-"Free

H.4. (a) (3) (B) (ii) c. Impelling local political considerations precluded consideration of supplier whose nationality is included in the authorized geographic code;

H.4. (a) (3) (B) (ii) d. The goods/commodities or services were not available from a supplier whose nationality is not included in the authorized geographic code; or

H.4. (a) (3) (B) (ii) e. Procurement of goods/commodities or services from a locally-available supplier, as opposed to procurement of goods/commodities or services from a supplier whose nationality is included in the authorized geographic code, would best promote the objectives of the Foreign Assistance program under the contract.

H.4. (a) (3) (C) Local Procurement

Notwithstanding the supplier nationality requirements set forth in Section H.4.(a)(3)(A) above, local procurement of goods and commodities not meeting said requirements is authorized as permitted by Chapter 18 of Supplement B to A.I.D. Handbook 1 ("A.I.D. Handbook 1B"), which, as amended from time-to-time, is incorporated herein by reference (see the clause of this contract entitled "Local Cost Financing With U.S. Dollars" [AIDAR 752.7017]) and made a part of this contract (also see Section J.15. of this contract). Under no circumstances will the nationality of any supplier of goods/commodities or services be in a non-"Free World" country (i.e., in a country not included in A.I.D. Geographic Code 935), except as the Contracting Officer may otherwise agree in writing.

H.4. (a) (3) (D) Government-Owned Organizations

Notwithstanding the above, and except as the Contracting Officer may otherwise agree in writing, a Government-Owned Organization, i.e., a host government agency or a firm operated as a commercial company or other organizations (including nonprofit organizations other than public educational institutions) which are wholly or partially owned by the host government or agencies thereof, are not eligible for A.I.D. financing hereunder.

H.4. (b) Definitions

H.4. (b) (1) Source, Origin, Componentry, and Nationality of Supplier

Source, origin, componentry requirements, and nationality of suppliers are defined in Chapter 5 of A.I.D. Handbook 1B, which,

as amended from time-to-time, is incorporated herein and made a part of this contract by reference (also see Section J.16. of this contract).

H.4. (b) (2) A.I.D. Geographic Codes

A.I.D. Geographic Codes are defined in Appendix D of A.I.D. Handbook 18, which, as may be amended from time-to-time, is incorporated herein as a part of this contract by reference (also see Section J.16. of this contract).

H.4. (c) Approvals

Except as is set forth in Section H.4.(f) below, all purchases of nonexpendable property (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) to be charged as a direct cost to this contract will require the prior written approval of the Contracting Officer. Any approvals given pursuant to this Section 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 (also see Section F.4.[d] of this contract).

H.4. (d) Competition and Subcontracting

The Contractor shall secure competition to the maximum practical extent, as required by the clause of this contract entitled "Competition in Subcontracting" (FAR 52.244-05). The Contractor shall obtain the Contracting Officer's prior written consent for purchases/subcontracts to be charged as a direct cost to this contract, if required by this Section H.4. or the clause of this contract entitled "Subcontracts (Cost-Reimbursement and Letter Contracts)" (FAR 52.244-02). With the exception of any subcontractors identified in the Contractor's proposal and/or best and final offer which was accepted by A.I.D. through award of this contract, additional subcontracting by the Contractor for professional services is not anticipated. However, if, under exceptional circumstances, additional subcontracting for professional services becomes necessary, the Contractor shall provide the Contracting Officer with a certification that the use of such subcontractor(s) was not suggested or requested by A.I.D., an explanation of how and why the subcontractor was selected, a demonstration that the proposed subcontract costs and fee (if applicable) or price is fair and reasonable and that the subcontractor is responsible (see FAR 9.104-1), the information set forth in Sections F.3.(b)(1) through F.3.(b)(8) of this contract, and a complete

set of "Representations, Certifications, and Other Statements of Offerors," a copy of which will be provided to the Contractor by the Contracting Officer upon request. The prior written consent of the Contracting Officer is required for any such additional subcontracts for professional services to be charged as a direct cost to this contract. Also see Sections F.3.(b)(10)(H) and F.4.(d) of this contract.

H.4.(e) Automation Equipment

In addition to the requirements of Sections H.4.(c) and H.4.(d) above and H.4.(f) and H.4.(g) below, the Contractor must obtain the specific prior written approval of the Contracting Officer for any purchases to be charged as a direct cost to this contract 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 A.I.D./Washington, FA/IRM, before providing any such approvals (also see Section F.4.(d) of this contract).

H.4.(f) Anticipated Purchases

H.4.(f)(1) Approved Purchases

Pursuant to Section H.4.(c) above, approval to purchase the following items of nonexpendable property is hereby provided, subject to compliance with all terms and conditions of this contract:

<u>Quantity</u>	<u>Description</u>	<u>Est. Cost</u>
<u>N/A</u>	<u>N/A</u>	<u>\$ N/A</u>

H.4.(f)(2) Lease vs. Purchase Analysis and Other Documentation for Additional Property

Pursuant to Section H.4.(c) above, purchases of any nonexpendable property not listed in Section H.4.(f)(1) above must have the prior written approval of the Contracting Officer. When requesting such approval, the Contractor shall provide an analysis of the costs of leasing such property as opposed to purchasing it, an explanation of the need for such property, an explanation of how and why the vendor/supplier/subcontractor was selected, a demonstration that the price(s) is (are) fair and reasonable and that the vendor/supplier/

subcontractor is responsible (see FAR 9.104-1), the proposed location of the property and the use(s) to which it will be put, and proposed disposition. Also see Section F.4.(d) of this contract.

H.4.(g) Approval of Leases/Rentals of Nonexpendable Property

If, as a result of the Contractor's lease vs. purchase analysis performed in accordance with Section H.4.(f)(2) above, the Contractor proposes to lease or rent any nonexpendable property instead of purchasing it and to charge such costs directly to this contract, the Contractor must obtain the prior written approval of the Contracting Officer. In requesting such approval, the Contractor shall provide the same information as is described in Section H.4.(f)(2) above. Also see Section F.4.(d) of this contract.

H.4.(h) Title To, Care, Use, Accountability, and Disposition of Nonexpendable Property

H.4.(h)(1) Nonexpendable Property Located in the U.S.

H.4.(h)(1)(A) Title

Nonexpendable property to be located in the U.S., whether furnished to the Contractor by the Government or purchased by the Contractor hereunder, shall at all times be titled in the U.S. Government.

H.4.(h)(1)(B) Care

The Contractor shall exercise all due diligence in maintaining and safeguarding nonexpendable property, regardless of whether such property is furnished by the Government, purchased by the Contractor hereunder, or leased/rented by the Contractor hereunder.

H.4.(h)(1)(C) Use

All nonexpendable property, whether Government-furnished, Contractor-purchased, or Contractor-leased/rented, shall only be used for authorized project purposes.

H.4.(h)(1)(D) Accountability

The Contractor shall maintain an acceptable property management system as described in the clause of this contract entitled "Government Property (Cost Reimbursement, Time-and-Material, or Labor-Hour Contracts)" (FAR 52.245-05). The Contractor shall provide property reports for Government-furnished and

Contractor-purchased nonexpendable property as required by Section C.4.(c)(2) and the clauses of this contract entitled "Government Property -- AID Reporting Requirements" (AIDAR 752.245-70) and "Government Property (Cost Reimbursement, Time-and-Material, or Labor-Hour Contracts)" (FAR 52.245-05). The Contractor agrees to provide the Contracting Officer with an inventory list upon request.

H.4.(h)(1)(E) Disposition

At any time nonexpendable property, whether Government-furnished or Contractor-purchased, is no longer needed or is no longer usable, the Contractor shall request disposition instructions from the Contracting Officer.

H.4.(h)(2) Nonexpendable Property Located Outside the U.S.

H.4.(h)(2)(A) Title

Nonexpendable property to be purchased by the Contractor and located outside the U.S. shall at all times be titled in the Cooperating Country.

H.4.(h)(2)(B) Care

The Contractor shall exercise all due diligence in maintaining and safeguarding nonexpendable property, regardless of whether such property is furnished by the Government, purchased by the Contractor hereunder, or leased/rented by the Contractor hereunder.

H.4.(h)(2)(C) Use

All nonexpendable property, whether Government-furnished, Contractor-purchased, or Contractor-leased/rented, shall only be used for authorized project purposes.

H.4.(h)(2)(D) Accountability

The Contractor shall maintain an acceptable property management system and provide the reports described in the clause of this contract entitled "Title To and Care of Property" (AIDAR 752.245-71)". The Contractor agrees to provide the Contracting Officer or Mission Executive Officer with an inventory list upon request.

H.4.(h)(2)(E) Disposition

At any time nonexpendable Contractor-purchased property is no longer needed, the Contractor shall turn over the custody/

possession of such property to the Cooperating Country. At any time nonexpendable Contractor-purchased property is no longer usable, the Contractor shall request disposition instructions from the Mission Executive Officer.

H.4.(i) Small Business and Small Disadvantaged Business Subcontracting

The Contractor shall comply with the requirements of the clauses of this contract entitled "Utilization of Small Business Concerns and Small Disadvantaged Business Concerns" (FAR 52.219-08 and AIDAR 752.219-08) and, if applicable, "Small Business and Small Disadvantaged Business Subcontracting Plan" (FAR 52.219-09).

H.4.(j) Subcontracting with Disadvantaged Enterprises ("Gray Amendment Organizations")

The Contractor shall comply with the requirements of the clause of this contract entitled "Subcontracting with Disadvantaged Enterprises" (AIDAR 752.226-02), if applicable, which requires that not less than ten (10) percent of the dollar value of this contract must be subcontracted to disadvantaged enterprises, as defined in the clause. This requirement is in addition to that described in Section H.4.(i) above, except that women-owned small business concerns and small disadvantaged business concerns qualify for both the small business and small disadvantaged business subcontracting plan, respectively, and for subcontracting with disadvantaged enterprises.

H.5. LANGUAGE REQUIREMENTS

H.5.(a) Language requirements, if any for personnel performing under this contract, are specified in Section F.6.(c) and shall be specified in the Technical Service Orders.

H.5.(b) A.I.D. reserves the right to test proposed individuals to ensure that they have the required language capability. In the event that the individual(s) possess(es) the required language capability, expenses for language testing shall be an allowable charge to this contract. However, if the individual(s) do(es) not have the required language capability, expenses for language testing for such individual(s) shall be borne by the Contractor (see also Section J.14. of this contract).

H.6. ORDINARY COURSE OF BUSINESS

With respect to the clauses of this contract entitled "Allowable Cost and Payment" (FAR 52.216-07) and "Documentation

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

H.7. TRAVEL EXPENSES

H.7.(a) Notwithstanding any other provision of this contract, if any of the personnel performing services under this contract are discharged by the Contractor for misconduct or inexcusable nonperformance, travel and transportation costs associated with the assignment of substitute personnel therefor shall not be an allowable cost under this contract.

H.7.(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 (see also Section H.9. of this contract), or general behavior unbecoming a professional serving as a part of the U.S. foreign assistance program (see also the clause of this contract entitled "Personnel" [AIDAR 752.7027]).

H.7.(c) Inexcusable nonperformance shall be defined as unauthorized absences or failure to undertake and/or complete assigned tasks which are within the scope of this contract, when such absences or failures are within the control of the individual.

H.8. SUBMISSION OF COMPLETION VOUCHER

The clause of this contract entitled, "Allowable Cost and Payment" (FAR 52.216-07), provides in Paragraph (h)(1) that "the Contractor shall submit a completion invoice or voucher, designated as such, promptly [emphasis added] upon completion of the work..." The term "promptly" is not defined in the

clause. In order to avoid ambiguity, and to ensure expeditious closeout of completed contracts, the term "promptly" is defined as 60 days from the actual completion date of the contract, unless otherwise approved in writing by the Contracting Officer. The Contractor shall have up to one year after completion of the contract effort (or longer, as the Contracting Officer may approve in writing), or until a mutually acceptable final release (see Sections J.12. and J.13. of this contract) has been signed, to submit a revised completion voucher, should circumstances warrant. Upon receipt of the final voucher, the Contracting Officer shall begin actions necessary to properly close the contract. Processing of the final voucher for payment shall not begin until compliance by the Contractor with all terms and conditions of the contract.

H.9. ORGANIZATIONAL CONFLICTS OF INTEREST

H.9.(a) It is understood and agreed that some of the work required hereunder may place the Contractor, or its personnel or its subcontractors or their personnel (hereinafter referred to collectively as "Contractor"), in the position of having a potential organizational conflict of interest (OCI), i.e., because of other activities or relationships with other persons, (1) the Contractor is unable or potentially unable to render impartial assistance or advice; or (2) the Contractor's objectivity in performing the contract is or might be impaired; or (3) the Contractor may receive an unfair competitive advantage. Further discussion of OCIs may be found in FAR 9.5.

H.9.(b) The performance/actions of personnel under this contract will be imputed to the Contractor (or subcontractor) by whom they are employed or retained, and the performance/actions of any subcontractor will be imputed to the Contractor, unless the Contractor, on a case-by-case basis, can demonstrate otherwise and satisfy the Contracting Officer that such imputation is unreasonable.

H.9.(c) Pursuant to the clause of this contract entitled "Organizational Conflicts of Interest Discovered After Award" (AIDAR 752.209-71), the Contractor agrees not to undertake any activity which may involve an OCI without first notifying the Contracting Officer of such potential OCI and receiving the Contracting Officer's authorization to undertake that activity.

H.9.(d) If the OCI relates to performance of the work hereunder (e.g., where the Contractor is to evaluate an activity in which the Contractor had some previous involvement, thereby rendering the Contractor unable or potentially unable to provide impartial assistance or advice, or impairing or potentially impairing the Contractor's objectivity), and the Contracting Officer cannot neutralize, mitigate, or avoid the

OCI, the Contracting Officer may decline to authorize performance of that work by the Contractor.

H.9.(e) If the OCI relates to future activities (e.g., where the Contractor is to perform a needs assessment, feasibility study, or design/development of a project or activity in which the Contractor will or might be involved under this contract or the buy-in contract, thereby rendering the Contractor unable or potentially unable to provide impartial assistance or advice, or impairing or potentially impairing the Contractor's objectivity; or where the Contractor is to perform a needs assessment, feasibility study, or design/development of a project or activity to be procured under another contract for which the Contractor will or might compete or which may be awarded non-competitively to the Contractor, thereby potentially providing an unfair competitive advantage to the Contractor, and/or rendering the Contractor unable or potentially unable to provide impartial assistance or advice, or impairing or potentially impairing the Contractor's objectivity), the Contracting Officer may decline to authorize performance of that work by the Contractor or, if such work is authorized, the Contracting Officer may place restrictions on the Contractor's future activities, as permitted by FAR 9.5., and as necessary to neutralize, mitigate, or avoid the OCI.

H.9.(f) The Contracting Officer's approval to undertake such activities, if given, may be based on the Contracting Officer's determination that a significant potential OCI does not exist or does not appear to exist, or may be conditioned on the acceptance by the Contractor of restrictions on the Contractor's future activities. Pursuant to Section F.4.(d) of this contract, issuance of a TSO shall not constitute the Contracting Officer's determination that a significant potential OCI does not exist or does not appear to exist, nor shall it constitute the Contracting Officer's determination that restrictions will not be placed on the future activities of the Contractor, unless the TSO specifically indicates otherwise. If restrictions are to be placed on future activities, the Contractor may decline to perform the work.

H.9.(g) If it is discovered that the Contractor engaged in any activities which constitute an OCI without having first obtained the Contracting Officer's approval to undertake such activities, or if it is subsequently discovered that, notwithstanding the Contracting Officer's authorization to undertake the activity based on his/her initial determination that no significant potential OCI existed or appeared to exist, an OCI did, in fact exist or arise, restrictions, as permitted by FAR 9.5, on the Contractor's future activities may be placed

unilaterally by the Contracting Officer for this contract or the Contracting Officer for such other contract as may be involved in the OCI, and other remedies (including termination of this contract for default, debarment or suspension, and those permitted by the clause of this contract entitled "Price or Fee Adjustment for Illegal or Improper Activity" [FAR 52.203-10] for violations of Section 27 of the Office of Federal Procurement Policy Act [41 U.S.C. 423], as amended by Section 814 of Pub. L. 101-189), may be taken by A.I.D.

H.9.(h) If it is discovered that the Contractor engaged in any activities in violation of the restrictions placed by a Contracting Officer on the Contractor's future activities, other remedies (including termination of this contract for default, debarment or suspension, and those permitted by the clause of this contract entitled "Price or Fee Adjustment for Illegal or Improper Activity" [FAR 52.203-10] for violations of the Section 27 of the Office of Federal Procurement Policy Act [41 U.S.C. 423], as amended by Section 814 of Pub. L. 101-189), may be taken by A.I.D.

H.9.(i) It is understood that the Contractor may be required to sign an Organizational Conflicts of Interest Certificate for Marketing Consultants in the future if the Contractor serves as a marketing consultant and utilizes any information derived from performance under this contract. Failure to do so may result in penalties associated with false certifications or such other provisions provided for by law or regulation.

H.9.(j) Nothing in this provision precludes the application of any other remedies available to A.I.D. by law, regulation, or other provisions of this contract.

H.10. PROCUREMENT INTEGRITY

H.10.(a) It is understood and agreed that some of the work required hereunder may require that the Contractor or its personnel or its subcontractors or their personnel (hereinafter referred to collectively as "Contractor") serve as Procurement Officials (as defined in FAR 3.104) and/or have access to/assist in development of proprietary or source selection information (as defined in FAR 3.104, and as further defined by A.I.D. regulations, copies of which will be provided to the Contractor by the Contracting Officer) for, and during the conduct of, another procurement toward which the work under this contract would be directed.

H.10.(b) The performance/actions of personnel under this contract will be imputed to the Contractor (or subcontractor) by whom they are employed or retained, and the

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performance/actions of any subcontractor will be imputed to the Contractor, unless the Contractor, on a case-by-case basis, can demonstrate otherwise and satisfy the Contracting Officer that such imputation is unreasonable.

H.10.(c) Only the Contracting Officer (or an agency head) may authorize the Contractor to serve as a Procurement Official and/or to have access to/assist in development of proprietary or source selection information. Accordingly, the Contractor agrees not to undertake any activity in which it may serve as a Procurement Official and/or have access to/assist in development of proprietary or source selection information, without first notifying the Contracting Officer and receiving the Contracting Officer's authorization to undertake that activity.

H.10.(d) A "competing contractor" may not serve as a Procurement Official, nor may a "competing contractor" have access to/assist in development of proprietary or source selection information. A "competing contractor" is defined in FAR 3.104 as an individual or organization which is, or is reasonably likely to become, a competitor for, or the recipient of, a contract or subcontract under the procurement for which they are serving as a Procurement Official or have access to/assist in development of proprietary or source selection information while performing work under this contract. In this context, a consultant agreement or employment with a contractor for that other procurement is considered a subcontract.

H.10.(e) Thus, performance of such work under this contract would restrict the ability of the Contractor to be involved in that other procurement, and appropriate restrictions on future participation in that other procurement would be required.

H.10.(f) If the Contractor may be a "competing contractor," the Contracting Officer shall not authorize the Contractor to serve as a Procurement Official or to have access to/assist in development of proprietary or source selection information unless the Contractor agrees to accept restrictions on its participation in that other contract. If such restrictions are to be placed, the Contractor may decline to perform work under this contract in which it will serve as a Procurement Official and/or have access to/assist in development of proprietary or source selection information for another procurement.

H.10.(g) As a precondition to serving as a Procurement Official and/or having access to/assisting in development of proprietary or source selection information,

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each individual involved will be required to submit a Procurement Integrity Certification for Procurement Officials (see Section J.8. and the clause of this contract entitled "Procurement Integrity - Service Contracting" [FAR 52.203-13]). In addition, if the Contractor does serve as a Procurement Official or does have access to/assist in development of proprietary or source selection information, it will be subject to Sections 27(a), (b), and (d) of the Office of Federal Procurement Policy Act (41 U.S.C. 423), as amended by Section 814 of Pub. L. 101-189, and as implemented in FAR 3.104.

H.10.(h) If the Contracting Officer authorizes the Contractor to serve as a Procurement Official and/or to have access to/assist in development of proprietary or source selection information, the Contractor may not disclose such information to any unauthorized person (see Section H.10.(c) above, whereby only the Contracting Officer may authorize release of/access to proprietary or source selection information). Pursuant to Section F.4.(d) of this contract, issuance of a TSO shall not constitute the Contracting Officer's authorization to serve as a Procurement Official or to have access to/assist in development of proprietary or source selection information, nor shall it constitute the Contracting Officer's determination that restrictions will not be placed on the future activities of the Contractor, unless the TSO specifically indicates otherwise.

H.10.(i) Unless the Contractor signs a Procurement Integrity Certification for Procurement Officials (see Section J.8. of this contract) and is authorized by the Contracting Officer to have access to/assist in development of proprietary or source selection information, the Contractor is not authorized to have such access or to assist in development of such information. The Contractor has an obligation to inquire as to whether any information constitutes proprietary or source selection information before receiving such information. Failure to inquire, or receiving such information without proper authorization, is a violation of Procurement Integrity requirements. The Contractor also has an obligation to notify the Contracting Officer of any possible violations of such Procurement Integrity requirements.

H.10.(j) Violations of the foregoing by the Contractor may result in contractual, civil, and/or criminal penalties as permitted by law (also see the clause of this contract entitled "Price or Fee Adjustment for Illegal or Improper Activity" [FAR 52.203-10]). As required by FAR 3.104-12(b), the Contractor agrees to provide training, at no cost to this contract, to its personnel on their

responsibilities and obligations under this Section H.10. and all other Procurement Integrity requirements.

H.10.(k) It is understood that the Contractor may be required to sign a Certificate of Procurement Integrity (see FAR 52.203-08 or Section K.1.[b] of the solicitation from which this contract was awarded) on future procurements, including those in which the Contractor may be involved in performing this contract.

H.10.(l) Nothing in this provision precludes the application of any other remedies available to A.I.D. by law, regulation, or other provisions of this contract.

H.11.(a) Cost Share: The contractor agrees to expend an amount not less than the amount shown in the budget of this contract for the salaries and fringe benefits of the corporate officer-in-charge (Jerry Martin) and the project secretary.

H.11.(b) The restrictions on the use of A.I.D. funds provided hereunder, as set forth in this contract, do not apply to cost sharing unless such restrictions are stated in the applicable federal cost principles. These contributions shall be accepted as part of the contract when such contributions meet all of the following criteria:

H.11.(b)(1) These costs shall be verifiable from the contractor's records.

H.11.(b)(2) These costs are not paid by the Federal Government under another contract or grant or agreement.

H.11.(b)(3) These costs are not included as contributions for any other Federally assisted program.

H.11.(b)(4) Are necessary for the proper and efficient accomplishment of the objectives APAP Phase III.

CLAUSES FOR COST REIMBURSEMENT CONTRACTS FOR SERVICES

SECTION I

CONTRACT CLAUSES

I.1. The following clauses which apply to this contract are designated by an "X".

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

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

Portions of this contract are altered as follows:

(a) In the clause entitled "Payment for Overtime Premiums" (FAR 52.222-02), insert "zero" in the blank in paragraph (a).

(b) If the clause entitled "Cargo Insurance" (FAR 52.228-09) applies, insert "\$_____" and "\$_____" in the blanks in paragraph (a), and "A.I.D." in the blanks in paragraphs (b) and (c).

(c) In the clause entitled "Taxes - Foreign Cost Reimbursement Contracts" (FAR 52.229-08), insert "the Cooperating Country" and "the Cooperating Country", respectively, in the blanks.

(d) In the clause entitled "Notification of Changes" (FAR 52.243-07), insert "7 days" in the blank in paragraph (b).

(e) If the Contractor is an educational institution, in the clause entitled "Allowable Cost and Payment" (FAR 52.216-07), delete "...Subpart 31.2...", and in lieu thereof, substitute "...Subpart 31.3...".

(f) If the Contractor is a not-for-profit organization, other than an educational institution, in the clause entitled "Allowable Cost and Payment" (FAR 52.216-07), delete "...Subpart 31.2...", and in lieu thereof, substitute "...Subpart 31.7...".

(g) If the clause entitled "Notification of Competition Limited to Eligible 8(a) Concerns" (FAR 52.219-18) applies, insert SIC code "_____" in the blank in paragraph (a)(1).

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(PC:SECTICR/VS:9001n)

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(X) 52.219-09 - Small Business and Small Disadvantaged Business Subcontracting Plan (JAN 1991)

(a) This clause does not apply to small business concerns.

(b) "Commercial product," as used in this clause, means a product in regular production that is sold in substantial quantities to the general public and/or industry at established catalog or market prices. It also means a product which, in the opinion of the Contracting Officer, differs only insignificantly from the Contractor's commercial product.

"Subcontract," as used in this clause, means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime Contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.

(c) The offeror, upon request by the Contracting Officer, shall submit and negotiate a subcontracting plan, where applicable, which separately addresses subcontracting with small business concerns and small disadvantaged business concerns. If the offeror is submitting an individual contract plan, the plan must separately address subcontracting with small business concerns and with small disadvantaged business concerns with a separate part for the basic contract and separate parts for each option (if any). The plan shall be included in and made a part of the resultant contract. The subcontracting plan shall be negotiated within the time specified by the Contracting Officer. Failure to submit and negotiate the subcontracting plan shall make the offeror ineligible for award of a contract.

(d) The offeror's subcontracting plan shall include the following:

(1) Goals, expressed in terms of percentages of total planned subcontracting dollars, for the use of small business concerns and small disadvantaged business concerns as subcontractors. The offeror shall include all subcontracts that contribute to contract performance, and may include a proportionate share of products and services that are normally allocated as indirect costs.

(2) A statement of--

(i) Total dollars planned to be subcontracted;

(ii) Total dollars planned to be subcontracted to small business concerns; and

(iii) Total dollars planned to be subcontracted to small disadvantaged business concerns.

(3) A description of the principal types of supplies and services to be subcontracted, and an identification of the types planned for subcontracting to:

- (i) small business concerns; and
- (ii) small disadvantaged business concerns.

(4) A description of the method used to develop the subcontracting goals in (1) above.

(5) A description of the method used to identify potential sources for solicitation purposes (e.g., existing company source lists, the Procurement Automated Source System (PASS) of the Small Business Administration, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small and small disadvantaged business concerns trade associations).

(6) A statement as to whether or not the offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with (i) small business concerns and (ii) small disadvantaged business concerns.

(7) The name of the individual employed by the offeror who will administer the offeror's subcontracting program, and a description of the duties of the individual.

(8) A description of the efforts the offeror will make to assure that small business concerns and small disadvantaged business concerns have an equitable opportunity to compete for subcontracts.

(9) Assurances that the offeror will include the clause in this contract entitled "Utilization of Small Business Concerns and Small Disadvantaged Business Concerns" in all subcontracts that offer further subcontracting opportunities, and that the offeror will require all subcontractors (except small business concerns) who receive subcontracts in excess of \$500,000 (\$1,000,000 for construction of any public facility), to adopt a plan similar to the plan agreed to by the offeror.

(10) Assurances that the offeror will:

(i) cooperate in any studies or surveys as may be required,

(ii) submit periodic reports in order to allow the Government to determine the extent of compliance by the offeror with the subcontracting plan,

(iii) submit Standard Form (SF) 294, Subcontracting Report for Individual Contracts, and/or SF 295, Summary Subcontract Report, in accordance with the instructions on the forms, and

(iv) ensure that its subcontractors agree to submit Standard Forms 294 and 295.

(11) A recitation of the types of records the offeror will maintain to demonstrate procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of its efforts to locate small and small disadvantaged business concerns and award subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated):

(i) Source lists, guides, and other data that identify small and small disadvantaged business concerns.

(ii) Organizations contacted in an attempt to locate sources that are small or small disadvantaged business concerns.

(iii) Records on each subcontract solicitation resulting in an award of more than \$100,000, indicating:

(A) whether small business concerns were solicited and if not, why not,

(B) whether small disadvantaged business concerns were solicited and if not, why not, and

(C) if applicable, the reason award was not made to a small business concern.

(iv) Records of any outreach efforts to contact

(A) trade associations,

(B) business development organizations, and

(C) conferences and trade fairs to locate small and small disadvantaged business sources.

(v) Records of internal guidance and encouragement provided to buyers through:

(A) workshops, seminars, training, etc., and

(B) monitoring performance to evaluate compliance with the program's requirements.

(vi) On a contract-by-contract basis, records to support award data submitted by the offeror to the Government, including the name, address, and business size of each subcontractor. Contractors having company or division-wide annual plans need not comply with this requirement.

(e) In order to effectively implement this plan to the extent consistent with efficient contract performance, the Contractor shall perform the following functions:

(1) Assist small business and small disadvantaged business concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the Contractor's lists of potential small business and small disadvantaged subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.

(2) Provide adequate and timely consideration of the potentialities of small business and small disadvantaged business concerns in all "make-or-buy" decisions.

(3) Counsel and discuss subcontracting opportunities with representatives of small and small disadvantaged business firms.

(4) Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as small business or small disadvantaged business for the purpose of obtaining a subcontract that is to be included as a part or all of a goal contained in the Contractor's subcontracting plan.

(f) A master subcontracting plan on a plant or division-wide basis which contains all the elements required by (d) above, except goals, may be incorporated by reference as a part of the subcontracting plan required of the offeror by this

clause; provided, (1) the master plan has been approved, (2) the offeror provides copies of the approved master plan and evidence of its approval to the Contracting Officer, and (3) goals and any deviations from the master plan deemed necessary by the Contracting Officer to satisfy the requirements of this contract are set forth in the individual subcontracting plan.

(g) (1) If a commercial product is offered, the subcontracting plan required by this clause may relate to the offeror's production generally, for both commercial and noncommercial products, rather than solely to the Government contract. In these cases, the offeror shall, with the concurrence of the Contracting Officer, submit one company-wide or division-wide annual plan.

(2) The annual plan shall be reviewed for approval by the agency awarding the offeror its first prime contract requiring a subcontracting plan during the fiscal year, or by an agency satisfactory to the Contracting Officer.

(3) The approved plan shall remain in effect during the offeror's fiscal year for all of the offeror's commercial products.

(h) Prior compliance of the offeror with other such subcontracting plans under previous contracts will be considered by the Contracting Officer in determining the responsibility of the offeror for award of the contract.

(i) The failure of the Contractor or subcontractor to comply in good faith with (1) the clause of this contract entitled "Utilization of Small Business Concerns and Small Disadvantaged Business Concerns," or (2) an approved plan required by this clause, shall be a material breach of the contract.

(X) 52.252-02 - Clauses Incorporated by Reference (JUN 1988)

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

(X) 52.202-01	Definitions (SEP 1991)
(X) 52.203-01	Officials Not to Benefit (APR 1984)
(X) 52.203-03	Gratuities (APR 1984)
(X) 52.203-05	Covenant Against Contingent Fees (APR 1984)

- (X) 52.203-06 Restrictions on Subcontractor Sales to the Government (JUL 1985)
 - (X) 52.203-07 Anti-Kickback Procedures (OCT 1988)
 - (X) 52.203-09 Requirement for Certificate of Procurement Integrity - Modification (NOV 1990)
 - (X) 52.203-10 Price or Fee Adjustment for Illegal or Improper Activity (SEP 1990)
 - (X) 52.203-12 Limitation on Payments to Influence Certain Federal Transactions (JAN 1990)
 - (X) 52.203-13 Procurement Integrity - Service Contracting (SEP 1990)
 - (X) 52.209-06 Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment (JUN 1991)
 - (X) 52.212-13 & Alternate I Stop-Work Order (AUG 1989)
 - (X) 52.215-01 Examination of Records by Comptroller General (FEB 1993)
 - (X) 52.215-22 Price Reduction for Defective Cost or Pricing Data (JAN 1991)
 - (X) 52.215-24 Subcontractor Cost or Pricing Data (APR 1985)
 - (X) 52.215-27 Termination of Defined Benefit Pension Plans (SEP 1989)
 - (X) 52.215-33 Order of Precedence (JAN 1986)
 - (X) 52.215-39 Reversion or Adjustment of Plans for Postretirement Benefits Other Than Pensions (PRB) (JUL 1991)
 - (X) 52.216-07 Allowable Cost and Payment (JUL 1991)
 - (1) 52.216-15 Predetermined Indirect Cost Rates (APR 1984)
- (_____

1. The clause entitled "Predetermined Indirect Cost Rates" (FAR 52.216-15) applies if the Contractor is an educational institution and has approved predetermined indirect cost rates (see Section B.4. of this contract).

(X) 52.219-08	Utilization of Small Business Concerns and Small Disadvantaged Business Concerns (FEB 1990)
(X) 52.219-13	Utilization of Women-Owned Small Businesses (APR 1984)
(X) 52.220-01	Preference for Labor Surplus Area Concerns (APR 1984)
(X) 52.220-03	Utilization of Labor Surplus Area Concerns (APR 1984)
(X) 52.222-02	Payment for Overtime Premiums (JUL 1990)
(X) 52.222-03	Convict Labor (APR 1984)
(X) 52.222-26	Equal Opportunity (APR 1984)
(X) 52.222-28	Equal Opportunity Preaward Clearance of Subcontracts (APR 1984)
(X) 52.222-29	Notification of Visa Denial (APR 1984)
(X) 52.222-35	Affirmative Action for Special Disabled and Vietnam Era Veterans (APR 1984)
(X) 52.222-36	Affirmative Action for Handicapped Workers (APR 1984)
(X) 52.222-37	Employment Reports on Special Disabled Veterans and Veterans of the Vietnam Era (JAN 1988)
(X) 52.223-02	Clean Air and Water (APR 1984)
(X) 52.223-06	Drug-Free Workplace (JUL 1990)
(X) 52.225-11	Restrictions on Certain Foreign Purchases (MAY 1992)
(X) 52.225-14	Inconsistency Between English Version and Translation of Contract (AUG 1989)
(X) 52.227-01	Authorization and Consent (APR 1984)
(X) 52.227-02	Notice and Assistance Regarding Patent and Copyright Infringement (APR 1984)
(X) 52.227-03	Patent Indemnity (APR 1984)
(X) 52.227-09	Refund of Royalties (APR 1984)
(X) 52.227-11	Patent Rights-Retention by the Contractor (Short Form) (JUN 1989)

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(X) 52.227-14	Rights in Data - General (JUN 1987)
(X) 52.228-03	Workers' Compensation Insurance (Defense Base Act) (APR 1984)
(X) 52.228-04	Workers' Compensation and War-Hazard Insurance Overseas (APR 1984)
(X) 52.229-08	Taxes-Foreign Cost-Reimbursement Contracts (MAR 1990)
(X) 52.232-17	Interest (JAN 1991)
(X) 52.232-20	Limitation of Cost (APR 1984)
(X) 52.232-22	Limitation of Funds (APR 1984)
(X) 52.232-23	Assignment of Claims (JAN 1986)
(X) 52.232-25	Prompt Payment (SEP 1992)
(X) 52.232-28	Electronic Funds Transfer Payment Methods (APR 1989)
(X) 52.233-01 & Alternate I	Disputes (DEC 1991)
(X) 52.233-03	Protest After Award - Alternate I (AUG 1989)
(X) 52.237-03	Continuity of Services (JAN 1991)
(X) 52.242-01	Notice of Intent to Disallow Costs (APR 1984)
(X) 52.242-13	Bankruptcy (APR 1991)
(X) 52.243-02, Alternate II	Changes-Cost Reimbursement Alternate II (AUG 1987)
(X) 52.243-07	Notification of Changes (APR 1984)
(X) 52.244-02	Subcontracts (Cost-Reimbursement and Letter Contracts) (JUL 1985)
(X) 52.244-05	Competition in Subcontracting (APR 1984)
(X) 52.245-05	Government Property (Cost Reimbursement, Time-and-Material, or Labor-Hour Contracts) (JAN 1986)
(X) 52.246-03	Inspection of Supplies-Cost Reimbursement (APR 1984)
(X) 52.246-05	Inspection of Services - Cost-Reimbursement (APR 1984)
(X) 52.246-23	Limitation of Liability (APR 1984)
(X) 52.246-25	Limitation of Liability - Services (APR 1984)
(X) 52.247-01	Commercial Bill of Lading Notations (APR 1984)

(X) 52.247-63	Preference for U.S.-Flag Air Carriers (APR 1984)
(X) 52.247-64, Alternate I	Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 1984)
(X) 52.249-06	Termination (Cost-Reimbursement) (MAY 1986)
(X) 52.249-14	Excusable Delays (APR 1984)
(X) 52.251-01	Government Supply Sources (APR 1984)
(X) 52.253-01	Computer Generated Forms (JAN 1991)
() 52.204-02	Security Requirements (APR 1984)
() 52.207-03	Right of First Refusal of Employment (NOV 1991) [A-76]
() 52.208-01	Required Sources for Jewel Bearings and Related Items (APR 1984)
() 52.210-05	New Material (APR 1984) [Mfg]
() 52.212-01	Time of Delivery (APR 1984)
(2) 52.215-02	Audit-Negotiation (FEB 1993)
(2) 52.215-02, Alternate II	Audit-Negotiation (FEB 1993)
(X) 52.215-26	Integrity of Unit Prices (APR 1991) [w/FAOC]
() 52.215-26, Alternate 1	Integrity of Unit Prices (APR 1991) [w/o FAOC]
(3) 52.215-31	Waiver of Facilities Capital Cost of Money (SEP 1987)
(4) 52.216-08	Fixed Fee (APR 1984)
(4) 52.216-11	Cost Contract-No Fee (APR 1984)

2. The clause entitled "Audit-Negotiation" (FAR 52.215-02, without Alternate II) applies if the Contractor is a commercial (for-profit) organization. Alternate II of the clause applies if the Contractor is an educational institution or other not-for-profit organization.

3. See Section L.1.(o) of the solicitation or FAR 52.215-30.

4. The clause entitled "Fixed Fee" (FAR 52.216-08) applies if the Contractor is a commercial (for-profit) firm. The clause entitled "Cost Contract-No Fee" (FAR 52.216-11) applies if the Contractor is an educational institution or not-for-profit organization.

BEST AVAILABLE DOCUMENT

- () 52.216-23 Execution and Commencement of Work (APR 1984) [Ltr K]
- () 52.216-24 Limitation of Government Liability (APR 1984) [Ltr K]
- () 52.216-25 Contract Definitization (APR 1984) [Ltr K]
- () 52.216-26 Payments of Allowable Costs Before Definitization (APR 1984) [Ltr K]
- () 52.219-06 Notice of Total Small Business Set-Aside (APR 1984)
- () 52.219-07 Notice of Partial Small Business Set-Aside (JAN 1991)
- (X) 52.219-09 Small Business and Small Disadvantaged Business Subcontracting Plan (JAN 1991) [>500K]
- () 52.219-10 Incentive Subcontracting Program for Small and Small Disadvantaged Business Concerns (APR 1984)
- () 52.219-11 Special 8(a) Contract Conditions (FEB 1990) [if prime/sub]
- () 52.219-12 Special 8(a) Subcontract Conditions (FEB 1990) [if prime/sub]
- () 52.219-14 Limitations on Subcontracting (JAN 1991) [8(a) or SB set-aside]
- () 52.219-15 Notice of Participation by Organizations for the Handicapped (APR 1991) [SB set-aside]
- (X) 52.219-16 Liquidated Damages-Small Business Subcontracting Plan (AUG 1989) [if 52.219-9 applies]
- () 52.219-17 Section 8(a) Award (FEB 1990) [if compet. 8(a) or Tripartite]
- () 52.219-18 Notification of Competition Limited to Eligible 8(a) Concerns (FEB 1990) [if compet. 8(a)]
- (X) 52.220-04 Labor Surplus Area Subcontracting Program (APR 1984) [>500K]
- () 52.222-01 Notice to the Government of Labor Disputes (APR 1984)

- () 52.224-01 Privacy Act Notification (APR 1984)
- () 52.224-02 Privacy Act (APR 1984)
- () 52.227-10 Filing of Patent Applications-Classified Subject Matter (APR 1984)
- (5) 52.228-07 Insurance - Liability to Third Persons (APR 1984) [no immunity to tort liability]
- (5) 52.228-07, Alternate I Insurance - Liability to Third Persons, Alternatate I (APR 1984) [partial immunity to tort liability]
- (5) 52.228-07, Alternate II Insurance - Liability to Third Persons, Alternatate II (APR 1984) [total immunity to tort liability]
- (5) 52.228-09 Cargo Insurance (APR 1984)
- (6) 52.230-02 Cost Accounting Standards (AUG 1992) [Full CAS]
- (6) 52.230-03 Disclosure and Consistency of Cost Accounting Practices (AUG 1992) [Modified CAS]
- (6) 52.230-05 Administration of Cost Accounting Standards (AUG 1992) [Full or Modified CAS]
- () 52.232-09 Limitation on Withholding of Payments (APR 1984) [if 2/more withholding clauses]
- () 52.232-18 Availability of Funds (APR 1984) [if funds not yet avail]
- () 52.242-10 F.o.b. Origin-Government Bills of Lading or Prepaid Postage (APR 1984)
- () 52.242-11 F.o.b. Origin-Government Bills of Lading or Indicia Mail (FEB 1993)
- () 52.246-15 Certificate of Conformance (APR 1984)

5. See Sections K.3.(b) and L.1.(s) of this solicitation.

6. Applicability to be determined. The clauses entitled "Cost Accounting Standards" (FAR 52.230-02) and "Administration of Cost Accounting Standards" (FAR 52.230-05) shall apply if the Contractor is not exempt from Cost Accounting Standards (CAS) (see Section K.1.[t] of the solicitation). The clause entitled "Disclosure and Consistency of Cost Accounting Practices" (FAR 52.230-03) shall apply if the Offeror is not exempt from Cost Accounting Standards (CAS) but is eligible for modified CAS coverage (see Section K.1.[t] of the solicitation).

- (X) 52.248-01 Value Engineering (MAR 1989)
[>100K]
() 52.252-06 Authorized Deviations in
Clauses (APR 1984)

**I.1.(b) A.I.D. ACQUISITION REGULATION (48 CFR CHAPTER 7)
CLAUSES**

- (X) 752.202, Alternate 70 AID Definitions Clause --
General Supplement for Use in
All AID Contracts (JAN 1990)
(X) 752.202, Alternate 72 AID Definitions Clause --
Supplement for AID Contracts
Involving Performance
Overseas (DEC 1986)
(X) 752.209-71 Organizational Conflicts of
Interest Discovered After
Award (JUN 1993)
(X) 752.210-70 Language and Measurement (JUN
1992)
(X) 752.219-08 Utilization of Small Business
Concerns and Small
Disadvantaged Business
Concerns (APR 1984)
(X) 752.228-03 Worker's Compensation
Insurance (Defense Base Act)
(JAN 1992)
(X) 752.228-07 Insurance - Liability to
Third Persons (DEC 1988)
(X) 752.245-70 Government Property-AID
Reporting Requirements (APR
1984)
(X) 752.245-71 Title to and Care of Property
(APR 1984)
(X) 752.7001 Biographical Data (DEC 1988)
(X) 752.7002 Travel and Transportation
(JAN 1990)
(X) 752.7003 Documentation for Payment
(APR 1984)
(X) 752.7004 Source and Nationality
Requirements (APR 1989)
(X) 752.7005 Language and Measurement (JUN
1992)
(X) 752.7006 Notices (APR 1984)
(X) 752.7007 Personnel Compensation (AUG
1984)
(X) 752.7008 Use of Government Facilities
or Personnel (APR 1984)
(X) 752.7009 Marking (JAN 1993)
(X) 752.7010 Conversion of U.S. Dollars to
Local Currency (APR 1984)
(X) 752.7011 Orientation and Language
Training (APR 1984)

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|----------------|---|
| (X) 752.7013 | Contractor-Mission Relationships (OCT 1989) |
| (X) 752.7014 | Notice of Changes in Travel Regulations (JAN 1990) |
| (X) 752.7015 | Use of Pouch Facilities (JUNE 1991) |
| (X) 752.7025 | Approvals (APR 1984) |
| (X) 752.7026 | Reports (OCT 1989) |
| (X) 752.7027 | Personnel (DEC 1990) |
| (X) 752.7028 | Differentials and Allowances (DEC 1988) |
| (X) 752.7029 | Post Privileges (DEC 1990) |
| (X) 752.7031 | Leave and Holidays (OCT 1989) |
| (X) 752.7032 | International Travel Approval and Notification Requirements (JAN 1990) |
| (X) 752.7033 | Physical Fitness (DEC 1990) |
| (X) 752.7034 | Acknowledgement and Disclaimer (DEC 1991) |
| (X) 752.7035 | Public Notices (DEC 1991) |
| (7) 752.226-02 | Subcontracting with Disadvantaged Enterprises (APR 1991) [>500K w/ DA or DFA funds] |
| (8) 752.228-09 | Cargo Insurance (DEC 1988) |
| (9) 752.232-70 | Letter of Credit Advance Payments (OCT 1989) |
| () 752.7012 | Protection of the Individual as a Research Subject (APR 1984) |
| () 752.7016 | Family Planning and Population Assistance Activities (AUG 1986) |
| (10) 752.7017 | Local Cost Financing with U.S. Dollars (APR 1984) |
| () 752.7018 | Health and Accident Coverage for AID Participant Trainees (OCT 1989) |
| () 752.7019 | Participant Training (OCT 1989) |
| (11) 752.7021 | Changes in Tuition and Fees (APR 1984) |

7. This clause will apply if the Offeror is not a disadvantaged enterprise (see Section K.2.[b] of this solicitation.

8. See Section H.2.(g) of the contract.

9. Applicability to be determined. Will not apply for commercial (for-profit) firms.

10. See Section H.4. of this contract.

11. Applies if the Contractor is an educational institution.

(X) 752.7023
(12) 752.7024
(12) 752.7030

Required Visa Form for AID
Participants (APR 1984)
Withdrawal of Students (APR
1984)
Inspection Trips by
Contractor's Officers and
Executives (APR 1984)

12. Applies if the Contractor is an educational institution.

SECTION J

**LIST OF DOCUMENTS, EXHIBITS,
AND OTHER ATTACHMENTS**

**J.1. EXHIBIT 1 - CONTRACT PRICING PROPOSAL COVER SHEET
(SF 1411)**

Attached as Exhibit 1 of this solicitation/contract is a Contract Pricing Proposal Cover Sheet (Standard Form 1411). The Offeror shall use this form for submission of a cost/business management proposal (see Section L.3.[e][2] of this solicitation), and the Contractor shall utilize Exhibit 4 as described in Sections F.3.(b)(1) of the core contract and F.8.(a) of the buy-in contract. Upon award of the contracts resulting from this solicitation, Exhibit 1 is incorporated by reference and made a part of the contracts.

**J.2. EXHIBIT 2 - CERTIFICATE OF CURRENT COST OR PRICING
DATA**

Attached as Exhibit 2 of this solicitation/contract is a Certificate of Current Cost or Pricing Data. The Offeror shall submit Exhibit 2 as part of the cost/business management proposal for this solicitation (see Section L.3.[e][10]), and the Contractor shall utilize Exhibit 2 as described in Sections F.3.(b)(3) of the core contract and Section F.8.(c) of the buy-in contract. Upon award of the contracts resulting from this solicitation, Exhibit 2 is incorporated by reference and made a part of the contracts.

**J.3. EXHIBIT 3 - CONTRACTOR EMPLOYEE BIOGRAPHICAL DATA
SHEET**

Attached as Exhibit 3 of this solicitation/contract is a Contractor Employee Biographical Data Sheet (Form AID 1420-17). The Offeror shall submit Exhibit 3 as part of the cost/business management proposal (see Section L.3.[e][5] of this solicitation), and the Contractor shall utilize Exhibit 3 as described in Sections F.3.(b)(2) of the core contract and F.8.(b) of the buy-in contract. The Offeror/Contractor shall reproduce additional copies as necessary. Upon award of the contracts resulting from this solicitation, Exhibit 3 is incorporated by reference and made a part of the contracts.

J.4. EXHIBIT 4 - STATEMENT OF CONTINGENT OR OTHER FEES (SF 119)

Attached as Exhibit 4 of this solicitation/contract is Standard Form 119 entitled "Statement of Contingent or Other Fees." If required by Sections K.1.(a) and L.3.(e)(20) the Offeror shall submit Exhibit 4 as part of the cost/business management proposal, and the Contractor shall utilize Exhibit 4 as described in Sections F.3.(b)(4) of the core contract and F.8.(d) of the buy-in contract. Upon award of the contracts resulting from this solicitation, Exhibit 4 is incorporated by reference and made a part of the contracts.

J.5. EXHIBIT 5 - DISCLOSURE OF LOBBYING ACTIVITIES

Attached as Exhibit 5 of this solicitation/contract is OMB Form LLL entitled "Disclosure of Lobbying Activities." If required by Sections K.1.(c) and L.3.(e)(21) (also see the clause of the contracts entitled "Limitation on Payments to Influence Certain Federal Transactions" [FAR 52.203-12]), the Offeror shall submit Exhibit 5 as part of the cost/business management proposal, and the Contractor shall utilize Exhibit 5 as described in Sections F.3.(b)(6) of the core contract and F.8.(f) of the buy-in contract. Upon award of the contracts resulting from this solicitation, Exhibit 5 is incorporated by reference and made a part of the contracts.

J.6. EXHIBIT 6 - ORGANIZATIONAL CONFLICTS OF INTEREST CERTIFICATES

Attached as Exhibit 6 of this solicitation/contract are two certificates entitled "Organizational Conflicts of Interest Certification - Marketing Consultants" and "Organizational Conflicts of Interest Certification - Advisory and Assistance Services." The Offeror shall submit Exhibit 6 as part of the cost/business management proposal (see Section L.3.[e][15] of the solicitation), and the Contractor shall utilize Exhibit 6 as described in Sections F.3.(b)(7) and H.9. of the core contract and F.8.(g) and H.9. of the buy-in contract. Upon award of the contracts resulting from this solicitation, Exhibit 6 is incorporated by reference and made a part of the contracts.

J.7. EXHIBIT 7 - DISCLOSURE STATEMENT

Attached as Exhibit 7 of this solicitation/contract is a Disclosure Statement (Form CASB DS-1) for Cost Accounting Standards (CAS). If required by Sections K.1.(t) and

L.3.(e)(19), the Offeror shall submit Exhibit 7 as part of the cost/business management proposal (in addition to submission to other parties, as described in Section K.1.[t]). Upon award of the contracts resulting from this solicitation, Exhibit 7 is incorporated by reference and made a part of the contracts.

J.8. EXHIBIT 8 - PROCUREMENT INTEGRITY CERTIFICATION FOR PROCUREMENT OFFICIALS

Attached as Exhibit 8 of this solicitation/contract is a Procurement Integrity Certification for Procurement Officials. The Contractor shall utilize Exhibit 8 as described in Sections F.3.(b)(5), F.6.(c), F.6.(d), and H.10. of the core contract and F.8.(e) and H.10. of the buy-in contract. Upon award of the contracts resulting from this solicitation, Exhibit 8 is incorporated by reference and made a part of the contracts.

J.9. EXHIBIT 9 - CERTIFICATION REGARDING A DRUG-FREE WORKPLACE

Attached as Exhibit 9 of this solicitation/contract is a Certification Regarding a Drug-Free Workplace. The Contractor shall utilize Exhibit 9 as described in Sections F.3.(b)(8) of the core contract and F.8.(h) of the buy-in contract. Upon award of the contracts resulting from this solicitation, Exhibit 9 is incorporated by reference and made a part of the contracts.

J.10. EXHIBIT 10 - SUBCONTRACTING REPORT FOR INDIVIDUAL CONTRACTS

Attached as Exhibit 10 of this solicitation/contract is a Standard Form 294 entitled "Subcontracting Report for Individual Contracts." The Contractor shall utilize Exhibit 10 as described in Sections C.4.(c)(1)(A) of the core contract and C.4.(c)(1)(A) of the buy-in contract. Upon award of the contracts resulting from this solicitation, Exhibit 10 is incorporated by reference and made a part of the contracts.

J.11. EXHIBIT 11 - SUMMARY SUBCONTRACT REPORT

Attached as Exhibit 11 of this solicitation/contract is a Standard Form 295 entitled "Summary Subcontract Report." The Contractor shall utilize Exhibit 11 as described in Sections C.4.(c)(1)(B) of the core contract and C.4.(c)(1)(B) of the buy-in contract. Upon award of the contracts resulting from this solicitation, Exhibit 11 is incorporated by reference and made a part of the contracts.

J.12. EXHIBIT 12 - CONTRACTOR'S RELEASE AND/OR ASSIGNMENT OF REFUNDS, REBATES, CREDITS, AND OTHER AMOUNTS (AID FORM 1420-40)

Attached as Exhibit 12 of this solicitation/contract is AID Form 1420-40 entitled "Contractor's Release and/or Assignment of Refunds, Rebates, Credits, and Other Amounts." The Contractor shall utilize Exhibit 12 as described in Sections H.8. of the core contract and B.4. and H.8. of the buy-in contract. Upon award of the contracts resulting from this solicitation, Exhibit 12 is incorporated by reference and made a part of the contracts.

J.13. EXHIBIT 13 - ASSIGNEE'S RELEASE AND/OR ASSIGNMENT OF REFUNDS, REBATES, CREDITS, AND OTHER AMOUNTS (AID FORM 1420-44)

Attached as Exhibit 13 of this solicitation/contract is AID Form 1420-44 entitled "Assignee's Release and/or Assignment of Refunds, Rebates, Credits, and Other Amounts." In lieu of Exhibit 12, the Contractor shall utilize Exhibit 13, as described in Sections H.8. of the core contract and B.4. and H.8. of the buy-in contract, when proceeds under the contract(s) have been assigned pursuant to the clause of the contracts entitled "Assignment of Claims" (FAR 52.232-23). Upon award of the contracts resulting from this solicitation, Exhibit 13 is incorporated by reference and made a part of the contracts.

J.14. EXHIBIT 14 - DEFINITIONS OF ABSOLUTE LANGUAGE PROFICIENCY RATINGS

Attached as Exhibit 14 of this solicitation/contract are the Foreign Service Institute's (FSI's) definitions of absolute language proficiency ratings. These proficiency ratings are discussed in Sections F.5.(a)(13), F.6.(c)(4), F.6.(d), and H.5. of the core contract, and F.11.(j) and H.5. of the buy-in contract. Upon award of the contracts resulting from this solicitation, Exhibit 14 is incorporated by reference and made a part of the contracts.

J.15. EXHIBIT 15 - CHAPTER 18 OF A.I.D. HANDBOOK 1, SUPPLEMENT B

Attached as Exhibit 15 of this solicitation/contract is a copy of Chapter 18 of Supplement B to A.I.D. Handbook 1, as currently in effect and pertaining to local procurement. Local procurement is discussed in Sections H.4. of the core contract and H.4. of the buy-in contract. Upon award of the contracts resulting from this solicitation, Chapter 18 of Supplement B to A.I.D. Handbook 1, as amended from time-to-time, is incorporated by reference and made a part of the contracts.

J.16. EXHIBIT 16 - A.I.D. ELIGIBILITY RULES FOR GOODS AND COMMODITIES, COMMODITY-RELATED SERVICES, AND FOR SUPPLIERS OF GOODS AND SERVICES (OTHER THAN COMMODITY-RELATED SERVICES)

Attached as Exhibit 16 of this solicitation/contract is the substance of Chapter 5 of Supplement B to A.I.D. Handbook 1, as currently in effect and pertaining to source, origin, componentry, and nationality of supplier. These eligibility rules are discussed in Section H.4. of the core contract and H.4. of the buy-in contract. Upon award of the contracts resulting from this solicitation, Chapter 5 of Supplement B to A.I.D. Handbook 1, as amended from time-to-time, is incorporated by reference and made a part of the contracts.

J.17. EXHIBIT 17 - LIST OF COUNTRIES FOR WHICH DEFENSE BASE ACT INSURANCE HAS BEEN WAIVED

Attached as Exhibit 17 of this solicitation/contract is a list of countries for which the requirements for Defense Base Act (DBA) insurance has been waived for the Contractor's employees and consultants who are not U.S. citizens, are not U.S. residents, and are not hired in the U.S. DBA insurance is discussed in Sections H.2. of both contracts. Upon award of the contracts resulting from this solicitation, Contract Information Bulletin (CIB) 93-3, as amended from time-to-time, (or such other citation as may contain this list), is incorporated by reference and made a part of the contracts.

J.18. EXHIBIT 18 - SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS SUBCONTRACTING PLAN

Pursuant to Section 211 of Public Law 95-507 (as implemented by the clause of the contracts entitled "Small Business and Small Disadvantaged Business Subcontracting Plan" [FAR 52.219-09]), the Contractor's small business and small disadvantaged business subcontracting plans, if the Contractor is other than a small business or small disadvantaged business, will be attached to the contracts resulting from this solicitation as Exhibit 18 and made a part of the contracts.

J.19. EXHIBIT 19 - BUDGET ASSUMPTIONS FOR CORE CONTRACT

Attached as Exhibit 19 of this solicitation are budget assumptions to be used by the Offeror in preparing the cost/business management proposal for this solicitation, and must be used for that purpose (also see Section L.3.[e] and M.2.[d]). This cost information may change from time-to-time during the term of the contracts, but shall be used for estimating purposes in preparation and negotiation of a cost/business management proposal for this solicitation.

J.20. EXHIBIT 20 - SOLICITATION MAILING LIST

Attached as Exhibit 20 of this solicitation is a copy of the mailing list for this solicitation, as of the date it was sent for printing. Exhibit 20 is provided as assistance to potential Offerors in identifying interested parties with which a potential Offeror may wish to collaborate in responding to this solicitation. Inclusion or omission from this list is in no way intended as A.I.D.'s endorsement or opinion, or lack thereof, of the organizations' capability of carrying out the contracts. Offerors should be aware that it is likely that this solicitation will be mailed to other parties who requested this solicitation after the date it was sent for printing. This solicitation will not be amended for the sole purpose of identifying other interested parties who request this solicitation after the date it was sent for printing.

J.21. EXHIBIT 21 - SAMPLE DELIVERY ORDER

Attached as Exhibit 21 of this solicitation is a sample delivery order, as described in Section F.11. of the buy-in contract. Upon award of the buy-in contract resulting from this solicitation, Exhibit 21 is incorporated by reference and made a part of the buy-in contract.

J.22. EXHIBIT 22 - SAMPLE TECHNICAL SERVICE ORDER (TSO)

Attached as Exhibit 22 of this solicitation is a sample TSO. The sample may be used as a reference as prescribed in Sections F.3. and F.5. of the core contract. Upon award of the core contract resulting from this solicitation, Exhibit 22 is incorporated by reference and made a part of the core contract.

J.23. EXHIBIT 23 - PROJECT PAPER

Attached as Exhibit 23 of this solicitation/contract is a "sanitized" copy of the A.I.D. Project Paper (PP) for the project. Upon award of the contracts resulting from this solicitation, the PP is incorporated by reference and made a part of the contracts. The PP is provided for informational purposes only. Missing pages have been intentionally omitted, and financial information has been deleted or obliterated. In the event of any inconsistencies between the PP and this solicitation or the contract, the solicitation/contract shall prevail.

BEST AVAILABLE DOCUMENT

J.24. EXHIBIT 24 - APAP II EVALUATION

Attached as Exhibit 24 of this solicitation/contract is a copy of the mid-term project evaluation for APAP II. The evaluation is discussed in the project paper, and many recommendations were incorporated into the design of APAP III. The attached evaluation is provided for informational purposes only.

J.25. EXHIBIT 25 - LEVEL-OF-EFFORT REPORT

Attached as Exhibit 25 of this solicitation/contract is the format to be used for Level-of-Effort Reports, as described in Section C.4.(a)(8) of the core contract. Upon award of the contracts resulting from this solicitation, Exhibit 25 is incorporated by reference and made a part of the contracts.

J.26. EXHIBIT 26 - TRIP REPORT EXECUTIVE SUMMARY FORMAT

Attached as Exhibit 26 of this solicitation/contract is the format to be used for the Executive Summary of each trip report, as described in Sections C.4.(a)(7) of the core contract and C.4.(d) of the buy-in contract. Upon award of the contracts resulting from this solicitation, Exhibit 26 is incorporated by reference and made a part of the contracts.

J.27. EXHIBIT 27 - COST EVALUATION MATRIX

Attached as Exhibit 27 of this solicitation is a cost evaluation matrix. The Offeror shall use Exhibit 27 as described in Sections L.3.(e)(9) and M.2.