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AWARD/CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING	PAGE OF PAGES 1 68		
2. CONTRACT (Proc. Inst. Ident.) NO. 521-0241-C-00-4035-00		3. EFFECTIVE DATE See Block 20C		4. REQUISITION/PURCHASE REQUEST/PROJECT NO. 521-0241-3-40130			
5. ISSUED BY Office of Procurement Agency for International Development Chief, OP/B/LA Washington, D.C. 20523-1430		CODE	6. ADMINISTERED BY (If other than Item 5)		CODE		
7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, State, and ZIP Code) RONCO CONSULTING CORPORATION 2301 M Street, N.W., Suite 400 Washington, D.C. 20037 TIN No.: 94-2243396 CEC No.: 03-990-787J				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 12			
CODE		FACILITY CODE					
11. SHIP TO/MARK FOR See Schedule		CODE	12. PAYMENT WILL BE MADE BY Office of Financial Management USAID/HAITI		CODE		
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: PURSUANT TO: <input type="checkbox"/> 10 USC 2304(c)() <input checked="" type="checkbox"/> 41 USC 253(c)(2)			14. ACCOUNTING AND APPROPRIATION DATA See Section G.4.				
15A. ITEM NO.	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT		
	See Section B						
15G. TOTAL AMOUNT OF CONTRACT					\$1,705,817 TEC		
16. TABLE OF CONTENTS							
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CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE							
17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 8 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.				
19A. NAME AND TITLE OF SIGNER (type or print) STEPHEN J. EDWARDS EXEC. VP			20A. NAME OF CONTRACTING OFFICER JUDITH D. JOHNSON CONTRACTING OFFICER				
19B. NAME OF CONTRACTOR BY <i>Stephen J. Edwards</i> (Signature of person authorized to sign)		19C. DATE SIGNED 9/16/94	20B. UNITED STATES OF AMERICA BY <i>Judith D. Johnson</i> (Signature of Contracting Officer)		20C. DATE SIGNED 9/16/94		

SECTION B - SERVICES AND COSTS

B.1. PURPOSE

The purpose of this contract is to obtain technical services to provide logistics and necessary technical personnel and support in the operations of the PL 480 Title II and PL 480 Title III programs for USAID/Haiti. Services include the establishment of a logistics operation to support the PL 480 Title II food program and management of a Title III monetization program.

B.2. SUPPLIES AND SERVICES

This is a Cost Plus Fixed Fee term (level of effort) contract; see Section I of this contract for applicability of the clauses entitled "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:

a. Services - Level of Effort

In accordance with USAID's project design and contractor's original proposal and amended proposal which is accepted by USAID through award of this contract, the contractor shall provide/perform the person-months of direct labor described in Sections C. and F. of this Contract.

Base Year

The Base Period of this contract is defined in Section F.1. The level of effort for the performance under this contract for the base period is 161 person months of effort composed of professional and support staff personnel as described in Section C.7.

Option Year

The level of effort for continuance of the performance under this contract for the Option Year is 118 person-months.

b. Reports and Other Deliverables

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

B.3. TOTAL ESTIMATED COST, FIXED FEE (IF ANY)

a. Base Period

The total estimated cost of this contract for performance during the Base Period, as defined in Section F.1., exclusive of the fixed fee is \$1,080,406.00. The fixed fee (if any) is \$56,713.00. The total estimated cost plus fixed fee for the Base Period is \$1,137,119.00.

b. Option Year

The total estimated cost of this contract for performance during the Option Year, if exercised, as defined in Section F.1., exclusive of the fixed fee is \$867,116.00. The fixed fee (if any) is \$43,500.00. The total estimated cost plus fixed fee for the Option Year is \$910,616.00.

c. Stackloader

The total estimated cost for purchase of one new PPM/P&H Superstacker Reach Type Container Handler with Telescopic Spreader and five high Stacking Booms, shipping costs to Port-au-Prince, and insurance is \$568,698.00.

d. Equipment Options

The total estimated cost for purchase of the optional contingency equipment, if exercised, as described in Section B.4.b. is \$902,700.00.

c. The funds presently available and obligated under this contract are limited to \$1,705,817.00, and the Contractor shall not exceed this amount unless approved in writing by the Contracting Officer as provided in the clause of this contract entitled "Limitation of Funds". It is estimated that the amount currently obligated will be sufficient to fund this contract through December 31, 1994.

e. Payment of allowable costs hereunder shall be made in accordance with the clause of this contract entitled "Allowable Cost and Payment" (FAR 52.216-7).

B.4. BUDGET

a. The following itemized budget sets forth the fixed fee, if any, and estimates for reimbursement of dollar costs for individual line items of cost. Without the prior written approval of the Contracting Officer, the Contractor may not

exceed the total estimated cost set forth in the budget hereunder or the obligated amount, whichever is less. Without the prior written approval of the Contracting Officer, the Contractor may not exceed the estimated dollar cost for any individual line item of cost shown below by more than 15% of such line item, except for (i) indirect costs, which are governed by Parts B.5 and B.6. of this Section; and (ii) salaries and wages, which may not be exceeded unless approved by the Contracting Officer. The fee is fixed.

b. Itemized Budget

TOTAL BUDGET FOR BASE YEAR

<u>COST ELEMENT</u>	<u>TOTAL COST</u>
Salaries and Wages	\$ 218,193
Fringe Benefits	61,094
Consultants	42,900
Subcontracts	312,618
Travel and Transportation	85,824
Other Direct Costs	146,860
Commodity Procurement	74,200
Overhead	<u>138,717</u>
Total Estimated Cost	\$1,080,406
Fixed Fee	<u>\$ 56,713</u>
Total Estimated Cost Plus Fee	\$1,137,119

TOTAL BUDGET FOR OPTION YEAR

<u>COST ELEMENT</u>	<u>TOTAL COST</u>
Salaries and Wages	\$ 228,806
Fringe Benefits	64,066
Subcontracts	245,687
Travel and Transportation	51,676
Other Direct Costs	152,595
Overhead	<u>124,286</u>
Total Estimated Cost	\$ 867,116
Fixed Fee	<u>\$ 43,500</u>
Total Estimated Cost Plus Fee	\$ 910,616

<u>TOTAL BUDGET FOR OPTION 2 EQUIPMENT CONTINGENCY LIST</u>	<u>MAXIMUM QUANTITY</u>	<u>TOTAL COST</u>
<u>Title II</u>		
<u>Item 201</u> Flat Bed Trucks, 18' Bed with conveyor device to carry 2-4 USAF pallets	4	\$ 164,000
<u>Item 202</u> Spare parts for Item 201	1 lot	16,400
<u>Item 203</u> Heavy Duty Truck, 4x2, 188" Wheel Base and 120" cab to axle. 190 HP diesel engine LHD	10	360,000
<u>Item 204</u> Spare parts for Item 203	1 lot	36,000
<u>Item 205</u> Jeep type vehicle, 4x4 Diesel engine, 4 cyl. manual transmission	4	100,000
<u>Item 206</u> Spare parts for Item 205	1 lot	10,000
<u>Item 207</u> 20,000 lb. regular terrain fork lift	1	65,000
<u>Item 208</u> 10,000 lb. jobsite fork lift 4x4 (rough terrain)	1	\$ 85,000
<u>Item 209</u> Spare parts for Items 207 and 208	1 lot	15,000
<u>Item 210</u> Heavy Truck Maintenance Tool Kit	2	800
<u>Item 211</u> Light Truck Maintenance Tool Kit	2	400
<u>Item 212</u> General Mechanics Tool Kit	2	100

	<u>MAXIMUM QUANTITY</u>	<u>TOTAL COST</u>
<u>Title III</u>		
<u>Item 213</u>		
Jeep type vehicle, 4x4 Diesel engine, 4 cyl. manual transmission	2	50,000
		<hr/>
Total Estimated Cost		\$ 902,700

TOTAL BUDGET FOR PURCHASE OF STACKLOADER

<u>COST ELEMENT</u>	<u>TOTAL COST</u>
Stackloader	\$424,700
One-way shipping from Jacksonville, FL to Port-au-Prince	113,998
Insurance for one year of operation	<u>30,000</u>
Total Estimated Cost	\$568,698

c. The inclusion of a dollar amount for salaries and wages, subcontracts(s), and/or consultants in the above budget does not obviate the requirements of the clause of this contract entitled, "Subcontracts (Cost-Reimbursement and Letter Contracts)" (FAR 52.244-02), or Section H. of this contract for prior written approval by the USAID official indicated therein.

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), nor does it constitute a determination of allowability by the Contracting Officer of any item of cost, unless specifically stated elsewhere in this contract.

e. The Contractor 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.

f. All purchases of nonexpendable equipment require approval of the Contracting Officer, except as specified in Section H. Approvals provided pursuant to this paragraph must be within the terms of this contract, and shall not serve to change them in any way.

B.5. ESTABLISHMENT OF INDIRECT COST RATES

Pursuant to the clause of this contract entitled "Allowable Cost and Payment", [and, if applicable, the clause of this contract entitled "Predetermined Indirect Cost Rates" (FAR 52.216-15)], an indirect cost rate or rates shall be established for each of the Contractor's accounting periods which apply to this contract. Pending establishment of revised provisional, final, or revised predetermined indirect cost rates for each of the Contractor's accounting periods which will 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>
Overhead	25%	1/	1/	1/

1/ Base of Application: Total direct costs excluding commodity procurement with each individual commodity procurement in excess of \$2,500, all subcontracts in excess of \$25,000 and participant training.

Type of Rate: Provisional

Period: 10-1-1991 until amended

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

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:

The distribution base for establishment of final fringe benefit rates is total labor dollars.

The distribution base for establishment of final G&A rates is total costs excluding G&A.

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

- b. Reimbursement for indirect costs shall be at negotiated final or predetermined rates, but not in excess of the ceiling rate of 25% for the life of the contract.
- c. The Government shall not be obligated to pay any additional amount on account of indirect costs above ceiling rates established in this contract. Other U.S. Government Agreements shall not absorb these costs.
- d. This advance understanding shall not change any monetary ceiling, cost limitation, or obligation established in the contract.
- e. A determination as to the adequacy and acceptability of the Contractor's accounting system has preceded the awarding of this contract. To the extent that the allocation and allowability of costs affects the agreement negotiated in this contract, it is understood and agreed that the contractor shall make no change in this accounting system without the prior written approval of the Contracting Officer. Any agreement to modify or change, in any way, the Contractor's current method of allocating costs in the overhead, G&A, or other burden center accounts is subject to negotiation.

B.7. COSTS REIMBURSABLE

The United States dollar costs allowable under this contract shall be limited to reasonable, allocable and necessary costs determined in accordance with the clause of this contract entitled "Allowable Cost and Payment." (FAR 52.216-07), "Documentation for Payment" (AIDAR 752.7003) and subject to "Limitation of Funds" (FAR 52.232-20). Costs billed under this contract shall not include costs allocable and chargeable to a delivery order issued under the Requirements-type contract.

B.8. FIXED FEE

At the time of each payment to the contractor on account of allowable dollar costs, the contractor shall be paid a dollar amount which is in the same ratio to the total fixed fee as the related payment being made on account of allowable dollar costs is to the total estimated costs, as amended from time to time; 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 clauses of this contract entitled "Allowable Cost and Payment (FAR 52.216-07), "Documentation for Payment (AIDAR 752.7003)" and "Fixed Fee (FAR 52.216-08)," will be followed.

B.9. PAYMENT

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" (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).

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

B.10. LOGISTICAL SUPPORT

a. 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. This support is expected to include office and computer equipment required to perform the services outlined in Sections C, D and F. The exception is when the cognizant USAID Project Officer pursuant to the authority of Section F of this contract, may specify that the Cooperating Country and/or the USAID Mission will provide any logistic support. Unless a contract modification or the cognizant USAID Project Officer specifies that the Cooperating Country and/or the USAID Mission will provide logistic support, the contractor and any employee or consultant of the Contractor or its subcontractors is prohibited from using U.S. Government facilities (such as office space or equipment) or U.S. Government clerical or technical personnel in the performance of the services. If at any time it is determined that the Contractor, or any of its employees or consultants have used U.S. Government facilities or personnel without authorization either in a contract modification or in writing by the cognizant USAID Project Officer, then the amount payable under the Contract shall be reduced by an amount equal to the value of the U.S. Government facilities or personnel used by the Contractor, as determined by the Contracting Officer. If the parties fail to agree on an adjustment made pursuant to this

clause, it shall be considered a "dispute" and shall be dealt with under the terms of the clause of this contract entitled "Disputes" (FAR 52.233-01 and Alternate I).

b. The costs of any logistic support being provided by the Cooperating Country and/or the USAID Mission are not included in the budget of this contract, will not be included in the budget of any contract modification obligating funds, will not be charged by the Cooperating Country and/or the USAID Mission to the Contractor, shall not be charged by the Contractor to this contract, and are in addition to the U.S. dollar costs set forth herein, or in any contract modification.

c. Where the Cooperating Country does not meet its commitment to provide the logistic support, the Contractor shall immediately notify the Contracting Officer in writing. If failure to provide the logistic support is of such a nature as to severely and adversely affect the performance or progress of this contract, the Contractor, after consultation with, and written approval of the cognizant USAID Project Officer, may utilize an amount not to exceed \$2,000 of the budgeted U.S. dollars to cover critical, short-term emergency logistic support needs; provided however, that such approvals shall not be construed as authorization to increase the total estimated cost or the obligated amount of this contract, whichever is less (see part B.3. above), which are subject to the clauses of this contract entitled "Limitation of Cost" (FAR 52.232-20) and "Limitation of Funds" (FAR 52.232-20). A copy of any approvals issued by the Project Officer pursuant to the foregoing shall be retained by the Contractor for audit purposes. Any resulting adjustment in the contract amount or the period of performance will be handled under the clause of this contract entitled "Changes-Cost Reimbursement, Alternate II) (FAR 52.243-2).

END OF SECTION B

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1. PURPOSE

This contract will provide logistics and necessary technical personnel and support in the operations of the PL 480 Title II and PL 480 Title III programs for USAID/Haiti and other tasks as defined below. Services include the establishment of a logistics operation to support the PL 480 Title II food program and management of a Title III monetization program. Both programs are based in Port-au-Prince, Haiti. This is a level-of-effort contract.

C.2. OBJECTIVES

A. Assist PVOs to move approximately 90,000 metric tons of relief cargo from Haiti's ports to the distribution centers during times of disruption in normal working conditions.

B. Assist USAID with the sale of Title III commodities and the disbursement of the sale proceeds in Haiti.

C.3. BACKGROUND

a. General

The following is a short description of the Haiti environment in which the contractor will be operating. Haiti occupies an area of 27,700 square km. on the western one-third of the island of Hispaniola, which it shares with the Dominican Republic.

Haiti is the second oldest independent nation in the Western Hemisphere, after the United States. Haiti gained its independence from France in 1804, at the end of a thirteen-year revolutionary war. While considered the world's wealthiest colony at the time of its independence, today Haiti ranks as the most food insecure country in the Western Hemisphere, and the second most food-insecure country in the world, according to the FAO report of March 1994. Gross Domestic Product (GDP) per capita is estimated at \$370, although this figure disguises tremendous variations in income distribution. In fact, per capita income of more than 80 percent of the population is estimated at less than \$150.

Despite the fact that over 70 percent of the labor force is engaged in the agricultural sector, and that 80 percent of the population depends directly on this sector for their livelihood, it is a sector characterized by a declining production rate, due

in part to the repetitive sub-division of small land holdings, erosion of the soil and lack of technical as well as credit assistance to small farmers for the purchase of seeds, fertilizers and implements.

b. PL 480 Title II Feeding Program

The Public Law (PL) 480 Title II food program was introduced to Haiti as part of disaster relief efforts in 1954. Since that time, the program has focussed on reaching beneficiaries primarily through School Feeding, General Relief, Mother and Child Health, and Food For Work activities via Cooperating Sponsors including ADRA (Adventist Development and Relief Agency), CARE International and CRS (Catholic Relief Services). These Cooperating Sponsors are expected to reach in excess of 1,200,000 beneficiaries in FY 1995 between regular and emergency programs. The expected annual tonnage requirement for the overall program is approximately 90,000 MT.

The Title II food program commodities are considered as non-perishable and currently consist of soy-fortified bulgur wheat (SFB) with an estimated value of \$365/MT; wheat soy blend (WSB) estimated at \$525/MT; dried green peas, at \$430/MT; and, vegetable oil with a \$952/MT value. For regular Title II programs, SFB constitutes approximately 60% of all commodities, WSB is 14%, green peas are 16% and oil approximately 10%.

c. PL 480 Title III Food for Development Program

Following the 1984 phase-out of the Haiti Title I program, the U.S. has provided commodity assistance to Haiti under a government-to-government PL 480 Title III Food for Development program, which began as a concessional sales activity in 1985. The Title III program has consisted of grants of commodities and shipment, valued annually at between \$15 and \$20 million. In 1994, the planned program value is \$15 million. Under the Title III program, donated commodities are sold at market prices through private sector channels and the proceeds are jointly programmed by USAID and the GOH to finance jointly identified development activities in the fields of agriculture, rural transport, health and nutrition and the protection of the environment.

The objectives of the Title III program include: increasing food availability in Haiti by providing and stabilizing the local price of critical commodities such as wheat flour, a major staple in the Haitian diet, and increasing economic access to food through the use of local currency sales proceeds to finance a major labor-intensive job creation program. Job program

activities focus on rehabilitation of productive infrastructure, such as irrigation canals, roads and environmental control measures. The FY 1993 Title III program brought in 50,000 metric tons of wheat flour and generated approximately \$16 million in local currency equivalent.

d. Current Constraints

On September 30, 1991, Haiti suffered a coup d'etat which toppled the democratically elected government of President Aristide. A trade embargo was imposed in October 1991, which has since been expanded to include fuel imports and financial transactions. This has had a direct negative impact on the logistics of running Title II and Title III programs. This has resulted in three serious constraints which need to be addressed:

1. The ever rising cost of fuel, deteriorating road conditions, the scarcity of spare parts and the increasing insecurity have all contributed to problems in implementing Mission and PVO programs. Because of these problems, commercial truckers are unable to fulfill their obligations to the PVOs for the movement of food commodities to feeding centers, thus causing disruptions in the feeding programs designed to reach the most nutritionally vulnerable population groups. These feeding programs have recently been expanded to protect Haiti's most food-insecure populations from effects of the tightened sanctions. On May 22, 1994 the United Nations imposed a more stringent embargo which included the interdiction of all items other than basic foods and medicines. This embargo also resulted in the cancellation of all existing U.S Treasury/OFAC licenses pertaining to the logistics requirements of the Title II and Title III programs. USAID is working to have required OFAC licenses reinstated for humanitarian assistance programs which receive USG funding.

2. In response to the tightened embargo, the de facto government froze the Title III local currency funds, which could cause a rupture in the provision of humanitarian assistance if additional dollar resources are not made available by international donors.

3. With a hostile de facto regime potentially causing problems with the normal way the Title III program has been implemented, there is a strong possibility that the necessary permits to import the commodities could be difficult to obtain, causing delays in commodity sales and ultimately in development program implementation.

C.4. RATIONALE

The Title II Cooperating Sponsors' primary task and responsibility is the organization and implementation of humanitarian assistance, as well as certain development activities. Under the present circumstances and for the foreseeable future, the Cooperating Sponsors are experiencing an ever-increasing burden of logistics activities to the detriment of their programs.

The volume of PL 480 Title II and Title III food commodities donated by the U.S. Government to the people of Haiti is growing in response to the ever increasing needs. Rather than each of the three Cooperating Sponsors separately contracting and managing the logistical requirements for these expanded programs, the United States Agency for International Development in Haiti (USAID/Haiti) will contract for a U.S. commercial firm to provide for a centralized logistics management unit (LMU) for one year, renewable on a yearly basis, at USAID/Haiti option. During the course of the year, the LMU contract will be reviewed with respect to the effectiveness and desirability of continuing such an operation. For Title III, the contractor will provide a team to oversee the Title III operations and establish a Counterpart Fund Management System for the local currencies generated by sale of the commodities.

C.5. SCOPE OF WORK

The contractor will perform logistics tasks to facilitate the maintenance of the extensive humanitarian assistance program in Haiti. This unit will make maximum use of currently available in-country commercial trucking and other humanitarian assistance logistics and management assets. Additional resources as needed would be imported from the U.S. by a Logistics Management Unit (LMU). The LMU will act as a broker for the Cooperating Sponsors in arranging for the movement of Title II commodities and other items associated with the humanitarian assistance program to agreed upon destinations.

In addition, the contractor will be responsible for the setup and functioning of a separate unit that will sell Title III commodities to the Haitian private sector for delivery CIF Port-au-Prince. The contractor will ensure the deposit of sale proceeds in a USDO (U.S. Disbursing Officer) designated local currency account. Contractor will establish and provide oversight to a P.L. 480 Title III Counterpart Fund Management System (CFMS). The CFMS will develop appropriate sales procedures for immediate application to the commodity to be imported under the FY 1994 Title III program for Haiti. The

CFMS will ensure that FY 1994 Title III commodities (35,000 - 40,000 mts of wheat flour, in 5 tranches spaced 4 to 5 weeks apart) are sold to established private sector buyers for distribution through private marketing channels to retailers and consumers.

Offerors shall prepare a complete plan of action outlining in detail how the task will be accomplished to meet the objectives.

Finally, due to the uncertain nature of the political future in Haiti and the overarching needs of the poor, the contractor may be asked to respond to other logistics requirements and duties as required, as is normal for commercial practices and conditions for the industry. The contractor may be provided additional funding as deemed necessary by USAID in complying with this provision.

Consequently, this scope of work comprises three components:

a. Title II Feeding Program

The PL 480 Title II program is monitored by the USAID/Haiti Food for Peace Office. Under the supervision of the PL-480 Title II Program Manager, the contractor shall:

1. Provide the USAID/Haiti Mission with a viable work plan for the activity;
2. Establish a logistics capability to move Title II commodities from the USAID/Haiti central warehouse to the warehouses of ADRA CARE and CRS located in Port-au-Prince, Gonaives, Les Cayes and Cap Haitian. This capability will include the primary responsibility for ensuring timely humanitarian assistance deliveries from end of ships tackle to the final destination;
3. Move approximately 7,000 MT of commodities and other items per month for nine months, and about 3,000 MT for the remaining three months of the year, to ADRA, CARE and CRS warehouses located an average 150 kilometers from the central warehouse;
4. Contract with local trucking firms and/or individual truckers to provide as much of the delivery capacity as possible and prudent under the prevailing conditions; ensure that the internal capacity of the local trucking sector is properly used and mobilized and be prepared to provide a basic maintenance facility, as necessary.;

5. Source, purchase, import, and operate sufficient new or like new trucks and other materials such as spare parts, tires, handling equipment, etc., from the U.S. to provide for that unobtainable on the local market, plus a reasonable reserve for unforeseen circumstances;

6. Work closely with the Cooperating Sponsors and recommend how program efficiencies would result through consolidation of calls forward, utilization of alternate ports, use of coastal freighters to move food, etc.;

7. Assist, where feasible, Cooperating Sponsors in improving logistics systems;

8. Provide a maintenance facility for repairing the commercial and unit-operated trucks dedicated to the movement of humanitarian assistance. In addition, contractually ensure that the trucks hired are maintained to standards sufficient to reasonably guarantee deliveries. Work with the Cooperating Sponsors to upgrade their fleet maintenance capabilities;

9. Seek the necessary waivers through the offices of the U.S. Mission to receive equipment, supplies, and parts, as necessary;

10. Provide appropriate training to the Haitian firms and owner-operators in the operation of a trucking business;

11. Establish and monitor fair market truck transportation rates to all of the destinations necessary for the operation;

12. Establish and execute a management system to promptly reimburse the private truckers for deliveries made;

13. Provide, as requested by the Cooperating Sponsors, technical assistance to improve their management of internal logistics resources;

14. Carry liability insurance to meet the terms and conditions of this contract, and hold USAID/Haiti and the U.S. Government free from harm that may result from contractor's negligence. At a minimum, the coverage shall allow for the cost to repair or replace all property and commodities lost, damaged or misused by contractor's employees. Carry sufficient commodity and vehicle insurance to cover all reasonable events;

15. Provide as requested by the Cooperating Sponsors, assistance in obtaining clearances for incoming shipments;

16. Be responsive in providing commodities to Cooperating Sponsors at prearranged, scheduled times;

17. Assume responsibility for movement and safekeeping of the humanitarian assistance commodities when they are initially delivered to the contractor, and terminate responsibility when it is delivered to its destination;

b. Title III Food for Development Program

The PL 480 Title III program is managed by the USAID/Haiti Program Office, which also oversees the GOH PL 480 Bureau de Gestion's (PL 480 Management Office's) management of all local currency funds generated by monetized PL 480 programs and economic support funds. Under the supervision of the USAID Deputy Program Officer, assisted by the Local Currency Unit Chief, the contractor will establish and provide oversight to a PL 480 Title III Counterpart Fund Management System (CFMS). Specifically, the contractor shall:

1. Develop for USAID approval sales procedures to (a) maximize market competition for commodities to be imported, (b) maximize effective participation by a minimum number of buyers, (c) incorporate adequate records and internal controls, and (d) minimize the administrative burden on USAID/Haiti;

2. Research and recommend, for USAID approval, the most appropriate sales mechanism for the sale of the Title III commodities (administered sales, negotiated sales, auction) and ensure that the selling price covers the international market price for bread flour prevailing at the time of sale, plus normal maritime freight transportation charges to Haiti and usual bank and insurance charges;

3. Reporting requirements will include the following:

- Copies of the announcements made (tender notices or "appel d'offres"), with a list of media used and dates of publication or broadcast;
- A copy of the bid documents (or "cahiers de charges");
- A copy of an award's list, showing the trader's names, price paid, and the quantities allocated;
- An accounting of final sales, showing dates of payment, by trader and in total;

4. Consistent with the shipping schedule to be provided by USAID, ensure that FY 94 Title III commodities will be sold prior to their physical arrival in Haiti on the basis of firm sales contracts and relevant gourde-denominated, irrevocable letters of credit or such other financial instrument as USAID may deem appropriate;

5. Activate such financial instruments and authorize buyers to access, through a private bank(s), their purchases in the Port-au-Prince port area, upon arrival of each tranche of the FY 94 Title III commodities;

6. Ensure, prior to delivery of the Title III commodities, that deposit of local currency proceeds (LC) from their sale are made directly by the merchants (purchasers of the commodities) to a USDO designated local currency account;

7. In collaboration with the respective steamship company representatives, ensure that buyers take delivery of purchases in a timely manner, allowing for containers to be available for return to the United States within fifteen (15) days from the day they are available for pick-up at the port.

8. As directed by and under the supervision of USAID, perform the following services or provide technical assistance to the GOH PL 480 Title III Management Office as it carries out these functions:

- Perform the technical review and financial analysis of project documents related to development activities jointly programmed by USAID and the GOH, in accordance with program;
- Conduct evaluations of the financial management capability of project implementors;
- Perform periodic review of financial and project implementation progress reports submitted by project implementors;
- Timely preparation or coordination of documentation needed to ensure the disbursements of funds required for project implementation;
- Maintain accounting books and records in accordance with generally accepted accounting principles and the Haitian "Loi sur la Comptabilite Publique;"
- Effect periodic visits to project sites funded by PL 480 Title III generated local currency;

- Provide monthly financial reports on program funds along with related bank statements and quarterly implementation reports to USAID;
- Arrange for periodic audits of project activities and of the whole PL 480 program, as well program performance evaluations.

9. Prepare and implement procedures to reconstitute the normal Title III functions into a forthcoming legitimate Government of Haiti.

10. Provide technical assistance to the PVOs in the preparation and presentation of project documents to more efficiently secure PL 480 Title III local currency funding.

c. General

Assist the Mission logistically for flights which will be required to support on-going humanitarian assistance activities during the period of suspension of all commercial flights into Haiti. It is anticipated that USAID/OFDA (Office of Foreign Disaster Assistance) will finance these U.N. sponsored flights.

C.6. REPORTING REQUIREMENTS

The Contractor shall prepare monthly financial reports, as well as monthly progress reports that detail accomplishments for the prior month. (See Section F. for reporting requirements for monthly, annual and final reports.) In addition, the contractor shall also produce a variety of ad hoc reports as part of the services to be provided. The contractor will work in Wordperfect 5.1 and will submit reports in three paper copies and on diskette/or electronic mail.

C.7. STAFFING AND ORGANIZATION

C.7.(a)(1) All key personnel to be provided by the Contractor are subject to approval by USAID prior to their employment or replacement under the contract.

C.7.(a)(2) The Contractor shall ensure that all personnel who will be working outside the United States are physically qualified for field work under hardship conditions prior to their appointments.

C.7.(b) Key Personnel

C.7.(b)(1) Key personnel are considered to be essential to the work being performed under this contract. Prior to diverting any of the specified individuals to other programs, the Contractor shall notify the Contracting Officer reasonably in advance and shall submit justification (including proposed substitutes) in sufficient detail to permit evaluation of the impact on the program. No diversion shall be made by the Contractor without the written consent of the Contracting Officer; provided, that the Contracting Officer may ratify in writing such diversion and such ratification shall constitute the consent of the Contracting Officer required by this clause. Proposed substitutions must be submitted simultaneously to the Contracting Officer and the USAID Project Officer not later than 30 days after the diversion of any of the specified 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 or delete personnel, as appropriate.

C.7.(b)(2) The key personnel positions under this contract are as follows:

<u>NAME</u>	<u>POSITION TITLE</u>
Guy P. Bowen	Chief of Party
Joseph L. George	Title II Program Manager
Ron W. Shaw	Title III Program Manager

C.8. LEVEL OF EFFORT

(a) The levels of effort set forth below are called for under this contract in the base and option increments.

Base Year - 161 person-months

Option Year - 118 person-months.

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

C.8.(b) Performance of Services

C.8.(b)(1) Within the definite quantity of services (level of effort) set forth in Section C.8.(a) above, the Contractor shall be responsible for staffing as necessary for performance under

this contract. Subject to the approval by the Contracting Officer's Technical Representative (COTR) or the Contracting Officer, if required, the Contractor shall be responsible for the utilization of all professional technical, managerial, and administrative personnel whose salaries or consulting fees shall be charged as a direct cost to this contract. The Contractor shall provide personnel that will meet the technical requirements of the project, and a strong administrative/ clerical support structure.

C.8.(b)(2) The rate of person-months per year may fluctuate in pursuit of the technical objectives, provided such fluctuation does not result in the utilization of the total person-months of services prior to the expiration of the term of this contract (see Section F.1) except as noted next below.

C.8.(b)(3) The Contracting Officer may, by written order, direct the Contractor to increase the average annual rate of utilization of effort to such an extent that the total person-months of effort, specified above, would be used prior to the expiration of the term of the contract. Any such order shall specify the degree of acceleration required, and the revised term of this contract.

C.8.(b)(4) Within particular budget period person-month totals for each of the "Professional" and "Support Staff" categories, the number of person-months of effort may be shifted among positions provided that any such revisions for key personnel must have the prior written approval of the USAID Project Manager.

C.8.(b)(5) If the Contractor fails to furnish the total quantity of services set forth in Section C.8.(a) of this contract during the specified term of this contract (See Section F), 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.

C.8.(b)(6) The provision of some of these services may be provided through subcontracts and/or consultants in accordance with the clause of this contract entitled "Limitation on Subcontracts" (FAR 52.219-14). However, the inclusion of person-months of services above does not obviate the requirements of the clause of this contract entitled "Subcontracts (Cost-Reimbursement and Letter Contracts)" (FAR 52.244-02), or of other clauses of this contract requiring the prior written approval by the Contracting Officer.

C.9. EXERCISE OF OPTIONS

Exercise of options shall be at the sole discretion of the U.S. Government as represented by the U.S. Agency for International Development (USAID). USAID, as represented by the Contracting Officer, may increase the level of effort and term called for under this contract as set forth in C.6.(a) above. USAID has the unilateral right to exercise any or all of the options, in full or in part, under this contract. (Also see Article H.11., "PERIOD FOR OPTION EXERCISE") The Contracting Officer may exercise any option(s) at any time during the term of this contract, but no later than 30 days prior to its expiration date or 30 days prior to the complete utilization of the level of effort provided under contract, whichever will occur first. Options may be exercised only by written notice from the USAID Contracting Officer to the Contractor.

END OF SECTION C

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 prepared by the Contractor (see Section F of this contract) shall include the project name, the project number, and the contract number.

D.2. 52.252-2 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.

AID Acquisition Regulation (48 CFR Chapter 7) Clauses

752.7009, Marking (APR 1984)

752.7026, Reports (OCT 1989)

END OF SECTION D

SECTION E - INSPECTION AND ACCEPTANCE

E.1. RESPONSIBLE OFFICIAL

Inspection and acceptance of all services and reports and other deliverables required hereunder shall be made by the Technical Officer (see Section G of this contract). Acceptance of services and reports and other deliverables by the Technical Officer shall form the basis for payments to the Contractor.

E.2. PLACE OF INSPECTION AND ACCEPTANCE

AID inspection/testing of services and reports and other deliverables required hereunder, if any, shall take place in USAID/Haiti, Port-au-Prince, Haiti or at any other location where the services are provided/performed and reports and other deliverables are produced or submitted/delivered. Acceptance of services and reports and other deliverables required hereunder shall take place in USAID/Haiti, Port-au-Prince, Haiti or at any other location where the services are provided/performed and reports and other deliverables are produced or submitted/delivered.

E.4. 52.252-2 CLAUSES INCORPORATED BY REFERENCE (JUN 1988)

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

Federal Acquisition Regulation (48 CFR Chapter 1) Clauses

52.246-3 Inspection of Supplies - Cost Reimbursement (APR 1984)
52.246-5 Inspection of Services - Cost Reimbursement (APR 1984)

END OF SECTION E

SECTION F - DELIVERIES OR PERFORMANCE

F.1. PERIOD OF CONTRACT

BASE

The effective date of the Base Period of this contract is the date of the Contracting Officer's signature on the cover page, and the estimated completion date is one year thereafter.

OPTION 1

The effective date of Option 1 is the date of the completion date of the Base Period and the estimated completion is one year thereafter.

OPTION 2

The effective date of Option 2 is the date of the Contracting Officer's signature on the cover page and the estimated completion date is one year thereafter unless Option 1 is exercised, in which case the completion date will be two years thereafter.

F.2. TECHNICAL DIRECTIONS

Performance of the work hereunder shall be subject to the technical directions of the cognizant USAID Project Officer. As used herein, "Technical Directions" are directions to the Contractor which fill in details, suggest possible lines of inquiry, or otherwise complete the general scope of the work. "Technical Directions" must be within the terms of this contract, shall not change or modify them in any way, and shall not constitute changes (as described in the clause of this contract entitled "Changes - Cost Reimbursement" (FAR 52.243-02, Alternate II), which may only be accomplished by the Contracting Officer. The Contractor shall comply with the clause of this contract entitled "Notification of Changes" (FAR 52.243-07).

F.3. REPORTS AND DELIVERABLES

In addition to providing the quantity of services indicated in Section B.2. of this contract, directed toward the performance of the activities discussed in this Section C and the types and quantities of reports set forth in the clause of this contract entitled "Reports" (AIDAR 752.7026), the Contractor shall also submit the following reports/deliverables and shall distribute each report in accordance with the aforesaid AIDAR clause as

follows: 1 copy to the Contracting Officer, 3 copies to the Project Officer, 2 copies to CDIE/DI, Acquisitions, Room 209, SA-18, USAID, Washington, D.C. 20523. The Contractor will also comply with additional distribution requirements where noted in reports listed below. The aforesaid deliverables must be in accordance with the CDIE style manual (a copy of which will be provided to the Contractor by the cognizant USAID Project Officer upon request).

a. Annual Work Plan

1. Within three weeks of contract award, and under the direction of the USAID/Haiti Project Officer, the Contractor shall prepare an Annual Work Plan (AWP) which includes a narrative description describing tasks and a PERT chart for both Title II and Title III operations with a month by month timeline indicating when each major task will be: 1) initiated; 2) implemented; 3) completed and 4) evaluated (if appropriate-- NOTE: This should include the criteria to be used). The chart will also identify the responsible person for each task.

b. Financial Reports

See the clauses of this contract entitled "Allowable Cost and Payment" (FAR 52.216-07) and "Payment" (AIDAR 752.7003). The Contractor shall submit these reports at least quarterly. Financial reports shall be submitted to the paying office indicated on the cover page of this contract, as well as the cognizant Project Officer. Pursuant to Section B of this contract, 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).

c. Property Reports

The contractor shall submit/deliver three copies to the Contracting Officer of an annual property report containing the information required by the clauses of this contract entitled "Government Property (Cost-Reimbursement, Time-and-Material, or Labor-Hour Contracts)" (FAR 52.245-05) and "Government Property -- USAID Reporting Requirements" (AIDAR 752.245-70). The reporting periods are October 1 through September 30 of each year. The report shall be submitted/delivered by the Contractor within 30 days from the end of the reporting period.

d. Indirect Cost Rate Proposals

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

e. Other Deliverables

The Contractor shall also be responsible for providing the other deliverables specified in Section C of this contract when and as requested by the Contracting Officer or the cognizant USAID Project Officer.

f. Language of Reports/Deliverables

In accordance with the clause of this contract entitled "Language and Measurement" (AIDAR 752.210-70), all reports and communications shall be in the English language, unless otherwise specified by the Contracting Officer or the cognizant USAID Project Officer.

g. Final Report

The contractor shall submit a Final Report at contract termination. This report shall include the subject categories as the Annual Progress Reports and shall include the findings of internal evaluations, and final detailed financial statements. This report shall be furnished in five (5) copies.

h. SOFTWARE CRITERIA

1. The software criteria for all reports to be provided to USAID shall be consistent with USAID software, which is presently as follows:

(a). DOS 3.31 - Disk format on 5 1/4" and/or 3 1/2" disks, formatted 1.4 MB, double-sided, double-density and/or high density;

(b). WordPerfect 5.1 - for word processing;

- (c). dBase III+ - for databases;
- (d). LOTUS 1-2-3 - for financial and spreadsheets
- (e). Harvard Graphics - for charts, graphs, etc.

2. Each disk provided to USAID should be labelled with the specific software used (WP 5.1, dBase, LOTUS, etc.), file name, extension, date prepared, and drafter.

F.4. LEVEL OF EFFORT

(a) The level of effort to be performed under this contract shall be as set forth in Section C.8, "Level of Effort". Options under this contract are negotiated and "pre-priced" at the time of award. Exercise of options, in full or in part, shall be at the sole discretion of the U.S. Government as represented by the Agency for International Development (USAID). USAID, as represented by the Contracting Officer may unilaterally increase the level of effort called for under this contract as set forth in Section C.9., "Option to Extend Services".

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

(c) Unless otherwise approved by the cognizant USAID Project Officer in writing, it is understood and agreed that, with the exception of Key Personnel, the rate of person-months per year may fluctuate in pursuit of the technical objective, provided that such fluctuation does not result in the utilization of total person/months of effort prior to the expiration of the term hereof. It is further understood and agreed that the number of person/months of effort for any labor classification, may, with the written consent of the cognizant USAID 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-months of effort specified above is not exceeded.

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

(f) The Contractor shall be expected to provide long- and short-term personnel with the capabilities and expertise specified below.

(g) Unless otherwise agreed to by USAID, the Contractor shall be responsible for providing the personnel included in the Contractor's proposal (or best and final offer), which is accepted by USAID through award of this contract. Unless failure to do so is beyond the control, and without the fault or negligence, of either the individual or the Contractor, failure to provide such personnel may be considered non-performance by the Contractor.

(h) In the event that the Contractor fails to furnish the level of effort set forth during the specified term of the contract, 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 level of effort and deliverables, or until the estimated cost of the work for such period has been expended.

The contractor shall provide 161 person-months (base year) and 118 person-months (option year) to perform the services stated in section C of this contract.

If the Contractor fails to furnish the total quantity of services as stated in Section B and C of this contract during the specified term of this contract, 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.

F.5. PLACES OF PERFORMANCE

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

F.6. PERSONNEL REQUIREMENTS

The caliber of personnel proposed by the Contractor, assuming such personnel meet or exceed the personnel requirements set

forth below, shall become the base level for measurement of skills requisite to perform under the resulting contract. The Contractor shall retain responsibility for insuring maintenance of this skill base through the life of the contract. Any proposed changes to the Key Personnel skill base shall require the written consent of the Contracting Officer with concurrence of the Cognizant Technical Officer (CTO); any changes in other professional staff shall only require the concurrence of the CTO.

F.6.1. PROJECT STAFFING - KEY PERSONNEL

The key personnel which the Contractor shall furnish for the performance of this contract are as follows:

<u>Name</u>	<u>Position Title</u>
Guy P. Bowen	Chief of Party
Joseph L. George	Title II Program Manager
Ron W. Shaw	Title III Program Manager

The personnel specified above are considered to be essential to the work being performed hereunder. Prior to diverting any of the specified individuals to other programs, the Contractor shall notify the Contracting Officer reasonably in advance and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the program. No diversion shall be made by the Contractor without the written consent of the Contracting Officer; provided, that the Contracting Officer may ratify in writing such diversion and such ratification shall constitute the consent of the Contracting Officer required by this clause. Proposed substitutions must be submitted simultaneously to the Contracting Officer and the USAID Project Officer not later than 30 days after the diversion of any of the specified 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 or delete personnel, as appropriate.

F.6.2. PERSONNEL QUALIFICATIONS OF PERMANENT CORE STAFF

Key personnel shall serve for the full level of effort of the contract period as follows. Responsibilities and qualifications for the key personnel include:

a. Chief of Party - 12 person months in country. Individual will have overall responsibility for management of this contract. Interface with USAID staff and Cooperating

Sponsors to ensure all Title II and Title III activities are fully coordinated. Coordination of activities with the U.N. and international donors as deemed appropriate by USAID. French language capability highly desirable.

Education

- College degree in Business Administration.

Experience

- Proven ability to manage, motivate and supervise professional and technical level national staff.

Language

- Fluency in French, written and spoken preferred.
- Proficiency in spoken Haitian Creole highly desirable.

b. Title II Program Manager - 11 person months in-country. Individual must have demonstrated experience in third world logistics. Responsible for day-to-day operations to include coordinating movement of commodities from the port to the warehouses, oversight of the operation of the central warehouse, the scheduling of commodity movement from the central warehouse to outlying warehouses and feeding centers as requested by the Cooperating Sponsors, and responsible for assisting the commercial truckers in the maintenance of their own truck fleets to ensure sufficient trucks are available for moving Title II commodities. French language capability preferable.

Education

- College degree in Business Administration.

Experience

- 5 to 10 years management of work experience in developing countries. Work experience with humanitarian assistance programs of international donor agency is considered essential.
- Proven ability to manage, motivate and supervise professional and technical level personnel national staff.
- Significant experience in food storage, handling and movement.
- Demonstrated knowledge of the commercial trucking industry.

- Command of WordPerfect 5.1 and Lotus.

Language

- Fluency in French, written and spoken, desirable.
- Proficiency in spoken Haitian Creole, desirable.

c. Title III Program Manager - 11 months in country. Individual must have demonstrated successful experience with food commodity sales, preferably with PL 480 monetization programs. Responsible for providing technical assistance to the PL 480 management office and for managing day-to-day operations including import and movement of commodities, sales, delivery and payment. Also responsible for oversight of local currency programming and disbursement, as deemed appropriate by USAID.

Education

- Masters degree in Business Administration, preferably with a major in International Trade and Marketing.

Experience

- 5 to 10 years management of sales/marketing operations of food commodity imports in developing countries, including familiarity with maritime transportation, storage and distribution requirements.
- Proven ability to manage, motivate and supervise professional and technical level national staff.
- Sound record in the administration of various commodity sale mechanisms (auctions, negotiated or administered sales).
- Capacity to establish appropriate methods to monitor and account for sales proceeds, consistent with generally accepted accounting principles and the Haitian Law on Public Accounting.
- Command of WordPerfect 5.1 and Lotus.

Language

- Fluency in French, written and spoken, required.
- Proficiency in spoken Haitian Creole, desirable.

Any proposed changes in the Key Personnel must have prior written approval of the Contracting Officer before placement.

F.7. PLACE OF DELIVERY

The Final Report shall be delivered to the Contracting Officer at the following address:

USAID/Haiti
Blvd. Harry Truman
Port-au-Prince, Haiti

Five (5) copies of the Final Report and all other reports shall be delivered to the USAID Project Officer at the same address:

F.8. 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 the full text available.

Federal Acquisition Regulation (48 CFR Chapter 1) Clause

52.212-13 Stop Work Order (AUG 1989) &
 Alternate I (APR 1984)

END OF SECTION F

SECTION G - CONTRACT ADMINISTRATION DATA

G.1. TECHNICAL OFFICER

The cognizant USAID/Haiti (also referred to as the cognizant USAID Technical Officer, as stated elsewhere in this contract) is Carol Horning, PO, USAID/Haiti or her designee.

G.2. PAYMENT OFFICE

USAID/Haiti
Blvd. Harry Truman
Port-au-Prince, Haiti

G.3. POST-AWARD CONTRACT ADMINISTRATION OFFICE

The contract administration office is the Office of Procurement, USAID/Haiti, Blvd. Harry Truman, Port-au-Prince, Haiti.

G.4. FUNDS FOR THIS CONTRACT ARE CHARGEABLE AS FOLLOWS:

PIO/T : 521-0241-3-40130
Appropriation : 72-114/51037
Allotment : P940185
Budget Plan Code : LES4-94-25521-KG13
Obligated Amount : \$ 5,000

PIO/T : 521-0241-3-40130, A1
Appropriation : 72-114/51021
Allotment : P940210
Budget Plan Code : LDV4-94-25521-KG13
Obligated Amount : \$1,155,366

PIO/T : 521-0241-3-40130, A2
Appropriation : 72-114/51037
Allotment : P940256
Budget Plan Code : LES4-94-25521-KG13
Obligated Amount : \$ 545,541

G.5. Contractor's T.I.N. : 94-2243396
Contractor's CEC No. : 03-990-787J

Contract Number
521-0241-C-00-4035-00
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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:

The Bank of California
P.O. Box 877
Oakland, CA 94604
Attn: Mary Ellen Crisp
Account No. 009503225

END OF SECTION G

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1. SPECIAL PROVISION REGARDING THE CLAUSES ENTITLED "TRAVEL AND TRANSPORTATION" (AIDAR 752.7002) AND "PERSONNEL" (AIDAR 752.7027)

a. In accordance with each of the above clauses of this contract, whereunder the Contractor must obtain the Contracting Officer's prior written approval for all international travel under this contract, the Contracting Officer does, hereby, provide said approval for those individuals required to travel outside the United States; provided, however, that concurrence with the assignment of any and all said individuals outside the United States is obtained by the Contractor, in writing, from the cognizant USAID Project Officer prior to their assignment abroad. Such approval must be within the terms of this contract, is subject to availability of funds, and should not be construed as authorization to increase the total estimated cost or the obligated amount (see Section B.2.), whichever is less, which is subject to the clauses of this contract entitled "Limitation of Funds" (FAR 52.232-22) (see Section I of this contract). A copy of each approval issued pursuant to this paragraph shall be retained by the Contractor for audit purposes.

b. After approval of the proposed international travel, the Contractor shall notify the USAID Mission and the cognizant USAID Project Officer, of the arrival date and time and flight identification of USAID financed travellers.

H.2. DEFENSE BASE ACT (DBA) INSURANCE

Pursuant to the clause of this contract entitled "Worker's Compensation Insurance (Defense Base Act)" (AIDAR 752.228-3), the insurance carrier currently under contract with USAID to provide DBA insurance is Insurance Company of North America; Wright & Co.; 1400 I Street, N.W. Suite 1100; Washington, D.C. 20005; telex 440508; telephone (202) 289-0200, or (800) 424-9801 outside the Washington area (toll-free).

H.3. MEDEVAC INSURANCE

In addition to any insurance provided under the Contractor's normal personnel policies, the Contractor shall obtain medevac insurance for all its employees and consultants working overseas, on either long-term or short term assignments.

H.4. EMERGENCY LOCATOR INFORMATION

The Contractor agrees to provide the following information to the USAID Executive Officer on or before the arrival in the Cooperating

Country of every contract employee or dependent:

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

H.5. PERSONNEL COMPENSATION

a. Definitions

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

b. Limitations

Compensation of personnel which is charged as a direct cost under this contract, like other costs, will be reimbursable in accordance with Section B of this contract, and the clause of this contract entitled "Allowable Cost and Payment" (FAR

52.216-07) and other applicable provisions of this contract, but subject to the following additional specified understandings which set limits on items which otherwise might be reasonable, allocable, and allowable.

c. Approvals

Salaries and wages may not exceed the Contractor's established policy and practice, including the Contractor's established pay scale for equivalent classifications of employees, which will be certified to by the Contractor, nor may any individual salary or wage, without approval of the Contracting Officer, exceed the employee's current salary or wage or the highest rate of annual salary or wage received during any full year of the immediately preceding three years. There is a ceiling on reimbursable salaries and wages paid to a person employed directly under the contract of the maximum salary rate of ES-6 (or the equivalent daily rate of the maximum ES-6 salary, if compensation is not on an annual basis), unless advance written approval is given by the Contracting Officer.

d. Salaries During Travel

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

e. Return of Overseas Employees

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

f. Annual Salary Increases

Annual salary increases may not exceed those provided by the Contractor's established policy and practice. With respect to employees performing work directly under this contract, ONE ANNUAL SALARY INCREASE (TO INCLUDE MERIT, PROMOTION, AND COST OF LIVING INCREASES) OF NOT MORE THAN FIVE PERCENT (5.0%) OF THE EMPLOYEE'S BASE SALARY may, subject to the Contractor's established policy and practice, be granted after the employee's completion of each twelve month period of satisfactory services under the contract. Annual salary increases of any kind

exceeding these limitations or which cause the employee's salary to exceed the maximum salary of ES-6 may be granted only with the advance written approval of the Contracting Officer.

g. Consultants

The use of consultants is authorized under this contract, subject to the prior written concurrence of the Technical Officer that the proposed consultant is suitable for the task assigned. Fees paid to consultants and reimbursed hereunder shall be reasonable in accordance with FAR cost principles set forth at 31.205-33 entitled "Professional and Consultant Costs," and shall not exceed, without the specific prior approval of the Contracting Officer, 1) a daily rate based on current compensation or the highest rate of annual compensation received by the consultant during any full year of the immediately preceding three years, or 2) the maximum daily salary rate of ES-6, whichever is less. The Contractor shall ensure that no individual receives dual compensation with regard to State and Federal funds. (NOTE: Daily rates are determined by dividing the consultant's annual compensation by 260 days). Six-day work weeks may be authorized by obtaining the prior written approval of the Technical Officer.

h. Third Country and Cooperating Country Nationals

Salaries and wages paid to third country or cooperating country nationals whose salaries are charged as a direct cost to this contract may not, without specific written approval of the Contracting Officer, exceed the following: the Contractor's established policy and practice; the level of salaries paid to equivalent personnel by the USAID Mission in the Cooperating Country; the prevailing rates in the Cooperating Country, as determined by USAID paid to personnel of equivalent technical competence; the employee's current salary or wage or highest rate of annual salary/wage received during any full year of the immediately preceding three years. There is a ceiling on reimbursable salaries and wages paid to a person employed directly under the contract of the maximum salary rate of ES-6 (or the equivalent daily rate of the maximum ES-6 salary, if compensation is not on an annual basis). In no event shall compensation for such persons exceed the ES-6 rate, unless approved in writing in advance by the Contracting Officer.

NOTE: The daily rate of ES-6 is determined by dividing the annual salary by 260.

i. Initial Salaries

The initial starting salaries of all employees whose

compensation is charged as a direct cost to this contract must be approved, in advance and in writing, by the Contracting Officer. Subsequent salary increases shall be in accordance with H.5.(f) above. See also Sections H.5.(g) and H.5.(h).

NOTE: Any approvals issued pursuant to Sections H above shall be retained by the Contractor for audit purposes. Approvals issued pursuant to the above must be within the terms of this contract, and shall not serve to increase the total estimated cost of this contract.

j. Work Week

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

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

H.6. PUBLICATION OF DATA

a. USAID's policy with respect to publication, or release to parties other than those specifically authorized, of material gathered or developed under contracts with educational institutions is set forth in AIDAR Appendix I. That policy is applicable to this contract.

b. No one employed under this contract will have access to classified material for performance or work under this contract; however, if, in its prepublication review, USAID should discover that any classified material has inadvertently been included in a contract manuscript, it will notify the Contractor, who agrees that the identified material will not be published unless he can demonstrate that the material is available from unclassified sources.

c. Prepublication Review

The Contractor agrees to allow USAID the opportunity to review any data intended for publication and provide comments thereon, and agrees to give serious consideration to such comments prior to publication. The Contractor shall deliver to USAID a notice of intent to publish together with a copy of the proposed publication not later than the date of its submission to the

publisher. USAID reserves the right to disclaim endorsement of the opinions expressed in the proposed publication of subject data, and to dissociate itself from sponsorship or publication of any other data. In the event USAID exercises its right to disclaim or dissociate as aforesaid, the Contractor shall be so notified in writing by the Contracting Officer; such notice shall contain an appropriate statement of disclaimer or dissociation which shall be inserted in the publication.

d. Acknowledgements

All publications shall acknowledge the contributions of the parties hereto, unless such acknowledgment is not desired by the contributing parties.

e. Copies

In case of publication of any of the data described hereinabove, a copy of such publication shall be supplied to the Contracting Officer at no cost to the Government.

H.7. PERSONNEL COMMITMENTS

The Contractor shall secure from all personnel engaged in the performance of this contract commitments adequate to assure that the Contractor will be able to discharge its obligations under this contract

H.8. PROCUREMENT AND SUBCONTRACTING

For the purposes of this contract, the following USAID eligibility rules apply (see also AIDAR 752.7004):

a. Authorized Geographic Code

Except as specified below, all goods/commodities shall have their source and origin in the United States (USAID Geographic Code 000) or the Cooperating Country (Each developing country in which training or other assistance takes place under this contract shall be considered a Cooperating Country), and shall meet USAID's componentry requirements, except as the Contracting Officer may otherwise agree in writing. Because the Cooperating Country is authorized for source and origin purposes, the clause of this contract entitled "Local Cost Financing With U.S. Dollars" (AIDAR 752.7017) applies.

b. Local Cost Financing

The financing of local costs must fall within the legitimate

needs of the scope of work applicable to this Contract, and may not exceed the following limitations:

1. Procurement locally of items of U.S. origin up to a per transaction limit of the local currency equivalent of \$100,000.
2. Procurement locally of items of non-U.S. origin up to a per transaction limit of the local currency equivalent of \$5,000.
3. Commodities and services available only in the local economy (no specific per transaction value applies to this category). This category includes the following items:
 - a. utilities - including fuel for heating and cooking, waste disposal and trash collection;
 - b. communications - telephone, telex, fax, postal, and courier services;
 - c. rental costs for housing and office space;
 - d. petroleum, oils, and lubricants for operating vehicles and equipment;
 - e. newspapers, periodicals, and books published in the cooperating country, and
 - f. other commodities and services (and related expenses) that, by their nature or as a practical matter, can only be acquired, performed, or incurred in the cooperating country.

In cases where local cost procurements are expected to exceed the above limitations, and authorization for such procurement does not already exist in the Contract, the Contractor must obtain approval from the USAID Contracting Officer prior to proceeding with the procurement.

c. Approvals

All purchases of nonexpendable equipment (i.e., property which is complete in itself, does not lose its identity or become a component part of another article when put into use, is durable with an expected service life of two years or more, and which has a unit cost of more than \$500) will require approval of the Contracting Officer. Any approvals given pursuant to this paragraph must be within the terms of this contract, and shall not serve to change them in any way. The Contractor shall retain copies of all such approvals for audit purposes.

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). Notwithstanding any approvals issued by the cognizant USAID/W Project Officer, the Contractor shall obtain the Contracting Officer's consent for purchases/subcontracts, if required by the clause of this contract entitled "Subcontracts (Cost-Reimbursement and Letter Contracts)" (FAR 52.244-02).

With the exception of any subcontractors identified in the Contractor's proposal and/or best and final offer which was accepted by USAID through award of this contract, additional subcontracting by the Contractor is not generally anticipated. However, should additional subcontracting become necessary, the Contractor shall comply fully with requirements set forth in FAR 52.244-2, "Subcontracts under Cost-Reimbursement and Letter Contracts".

e. Government Owned Organizations

Except as the Contracting Officer may otherwise agree in writing, a Government Owned Organization, i.e. a firm operated as a commercial company or other organizations (including nonprofit organizations other than public educational institutions) which are wholly or partially owned by governments or agencies thereof, are not eligible for USAID financing hereunder.

f. Automation Equipment

The Contractor must obtain the specific approval of the Contracting Officer for any purchases of automation equipment (e.g., computers, word processors, etc.), software, or related services made hereunder, if the total costs of such purchased will exceed \$100,000. The Contracting Officer must, in turn, have the concurrence of USAID/Washington, MS/IRM, before providing any such approvals.

g. Anticipated Purchases

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

One new PPM/P&H Superstacker Reach Type Container Handler with Telescopic Spreader and five high Stacking Booms

Notwithstanding the foregoing, prior to purchasing any nonexpendable equipment, the Contractor shall perform an analysis of the cost of purchasing such equipment vs. the cost of leasing such equipment, and shall retain such analysis in their files. These analyses may be requested at any time by

h. Government Property

With respect to purchasing any nonexpendable equipment, the Contractor shall comply with all requirements of the clauses of this contract entitled "Government Property (Cost Reimbursement, Time-and-Material, or Labor-Hour Contracts)" (FAR 52.245-05) and "Government Property -- USAID Reporting Requirements" (AIDAR 752.245-70).

i. Reporting

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

H.9. LANGUAGE REQUIREMENTS

The primary language requirement for this contract is English. However, it is possible that additional language capability may be requested for specific short term consultants. In these cases references to S-3, R-3 language capability refer to the Definitions of Absolute Language Capability, as defined by the Foreign Service Institute (FSI) (see Exhibit 2 of this contract). USAID reserves the right to test proposed individuals to ensure that they have the required language capability. In the event that the individual(s) possess(is) the required language capability, expenses for language testing shall be an allowable charge to this contract. However, if the individual(s) do(is) not have the required language capability, expenses for language testing for such individual(s) shall be borne by the Contractor.

H.10. 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 US 1801), i.e. within 30 days after the Contractor's receipt of payment from USAID 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.11. TRAVEL EXPENSES

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

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

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

H.12. SUBMISSION OF COMPLETION VOUCHER

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

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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.

END OF SECTION H

SECTION I - CONTRACT CLAUSES

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

Portions of this contract are altered as follows:

(a) In clause "Official not to Benefit" (FAR 52.203-1), for contracts involving overseas performance the clause prescribed in FAR 3.102-2 may be modified to specify that it refers to United States Officials.

(b) In clause "Security Requirements" (FAR 52.204-2) make the following change:

Paragraph (a) is changed to read as follows: "This clause applies to the extent that this contract involves access to classified ('Confidential', 'Secret', 'Top Secret') or administratively controlled ('Limited Official Use') information".

(c) If the Contractor is an educational institution, in the clause entitled "Allowable Cost and Payment" (FAR 52.216-7), delete "... Subpart 31.2...", and in lieu thereof, substitute "... Subpart 31.3...".

(d) If the Contractor is a nonprofit organization, other than an educational institution, in the clause entitled "Allowable Cost and Payment" (FAR 52.216-7), delete "...Subpart 31.2...", and in lieu thereof, substitute "...Subpart 31.7...".

(e) In clause "Utilization of Small Business Concerns and Small Disadvantaged Business Concerns" (FAR 52.219-8) add the following paragraph:

"USAID small business provision. To permit USAID, in accordance with the small business provision of the Foreign Assistance Act, to give small business firms an opportunity to participate in supplying equipment supplies and services financed under this contract, the Contractor shall, to the maximum extent possible, provide the following information to the Office of Small and Disadvantaged Business Utilization (OSDBU), USAID, Washington, D.C. 20523-1414, at least 45 days prior to placing any order in excess of \$25,000 except where a shorter time is requested of, and granted by OSDBU:

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

obtained."

(f) In the clause entitled "Payment for Overtime Premiums" (FAR 52.222.2), insert "zero" in the blank in paragraph (a).

(g) In the clause entitled "Workers' Compensation Insurance (Defense Base Act)" (FAR 52.228-3) add the following:

"(a) The Contractor agrees to procure Defense Base Act (DBA) insurance pursuant to the terms of the contract between USAID's DBA insurance carrier unless the Contractor has a DBA self insurance program approved by the Department of Labor or has approved retrospective rating agreement for DBA.

(b) If USAID or the Contractor has secured a waiver of DBA coverage for Contractor's employees who are not citizens of, residents of, or hired in the United States, the Contractor agrees to provide such employees with worker's compensation benefits as required by the laws of the employees native country, whichever offers greater benefits. The list of countries for which USAID has secured waiver of DBA coverage is shown in AIDAR 728.305-70 (a) (2) (48CFR 728.305-70 (a) (2)).

(c) The Contractor further agrees to insert in all subcontracts hereunder to which the DBA is applicable, a clause similar to this clause, including this sentence, imposing on all subcontractors a like requirement to provide overseas workmen's compensation insurance coverage and obtain DBA coverage under the USAID requirements contract."

(h) In clause "Insurance-Liability to Third Persons" (FAR 52.228-7) add the following paragraph:

"(h) Insurance on private automobiles. If the Contractor or any of its employees or their dependents transport or cause to be transported (whether or not at contract expense) privately owned automobiles to the Cooperating Country, or they or any of them purchase an automobile within the Cooperating Country, the Contractor agrees to make certain 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 the following minimum coverage or such other minimum coverages as may be set by the Mission Director, payable to the United States dollars or its equivalent in the currency of the

Cooperating Country: injury to persons, \$10,000/\$20,000; property damage, \$5,000. The premium costs under this contract. Copies of such insurance policies shall be preserved and made available by the "Examination of Records by the Comptroller General" and "Audit" clauses of this contract.

(i) In the clause of this contract entitled "Taxes-Foreign Cost Reimbursement Contracts" (FAR 52.229-8), insert "...host country government", and "...host country...".

(j) In the clause entitled "Notification of Changes" (FAR 52.243-7), insert "14 days" in the blank in paragraph (b).

(k) In clause "Government Property (Cost Reimbursement, Time-and-Material, or Labor-Hour Contracts)" (FAR 52.245-5) insert the following preceding the text of the FAR clause:

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

Reporting Requirements to be inserted following the text of the FAR clause.

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

ANNUAL REPORT OF GOVERNMENT PROPERTY
IN CONTRACTOR'S CUSTODY

(Name of Contractor)
As of (End of Contract Year, 19xx)

Motor Vehicles	Furniture and Furnishings -- Office/Living Quarters	Other Non- Expendable Property
-------------------	--	---

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

1/ 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.

2/ Government furnished property listed in this Contract as non-expendable.

3/ Explain if transactions were not processed through or otherwise authorized by USAID.

PROPERTY INVENTORY VERIFICATIONS

I attest that (1) physical inventories of Government property are taken not less frequently than annually; (2) the accountability records maintained for Government property in our possession are in agreement with such inventories; and (3) the total of the detailed accountability records maintained agrees with the property value shown opposite line C above, and the estimated average age of each category of property is cited opposite line D above.

Authorized Signature.

End of Clause

CLAUSES INCORPORATED BY REFERENCE, FAR 52.252-2 (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.

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 "Option to Extend Services" (FAR 52.217-08), insert "10 working days" in the blank.

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

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

(d) 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.

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

(f) 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...".

(g) 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...".

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(h) 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).

(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)
(X) 52.217-08	Option to Extend Services (AUG 1989)

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)
(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 (MAR 1994)
- (X) 52.232-28 Electronic Funds Transfer Payment Methods (APR 1989)
- (X) 52.233-01 & Alternate I Disputes (MAR 1994)
- (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)
() 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.

- () 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)
- () 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]
- () 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)]
- () 52.220-04 Labor Surplus Area Subcontracting Program (APR 1984) [>500K]
- () 52.222-01 Notice to the Government of

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

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

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Accounting Standards (CAS) but is eligible for modified CAS coverage (see Section K.1.[t] of the solicitation).

- () 52.246-15 Certificate of Conformance (APR 1984)
- (X) 52.248-01 Value Engineering (MAR 1989) [>100K]
- () 52.252-06 Authorized Deviations in Clauses (APR 1984)

I.1.(b) USAID ACQUISITION REGULATION (48 CFR CHAPTER 7)
CLAUSES

- (X) 752.202, Alternate 70 AID Definitions Clause -- General Supplement for Use in All USAID Contracts (JAN 1990)
- (X) 752.202, Alternate 72 USAID Definitions Clause -- Supplement for USAID 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

- (X) 752.7009 or Personnel (APR 1984)
- (X) 752.7010 Marking (JAN 1993)
- (X) 752.7011 Conversion of U.S. Dollars to
Local Currency (APR 1984)
- (X) 752.7013 Orientation and Language
Training (APR 1984)
- (X) 752.7014 Contractor-Mission
Relationships (OCT 1989)
- (X) 752.7015 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 (JUL 1993)
- (X) 752.7031 Leave and Holidays (OCT 1989)
- (X) 752.7032 International Travel Approval
and Notification Requirements
(JAN 1990)
- (X) 752.7033 Physical Fitness (JUL 1993)
- (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]
- () 752,226-03 Limitations on Subcontracting
(JUN 1993) [if Gray Amendment
award]
- (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)

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

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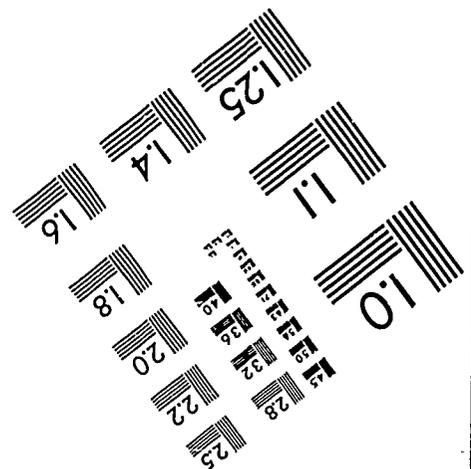
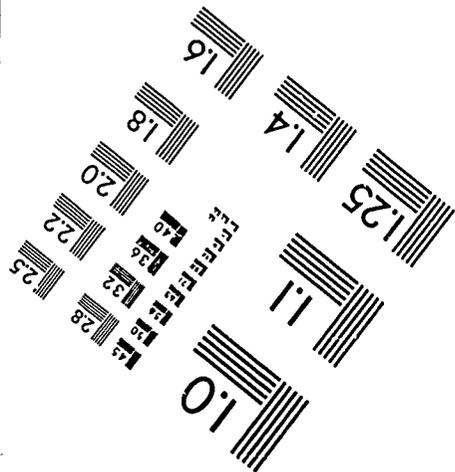
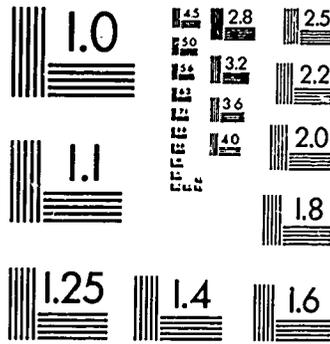
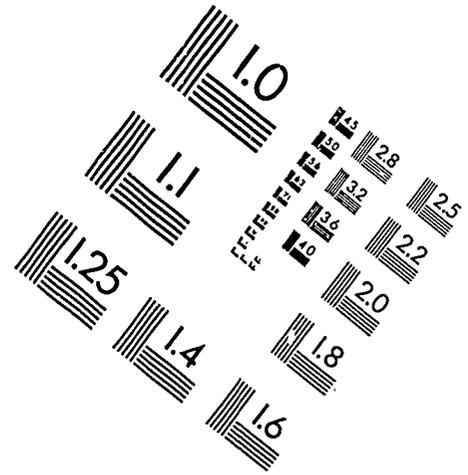
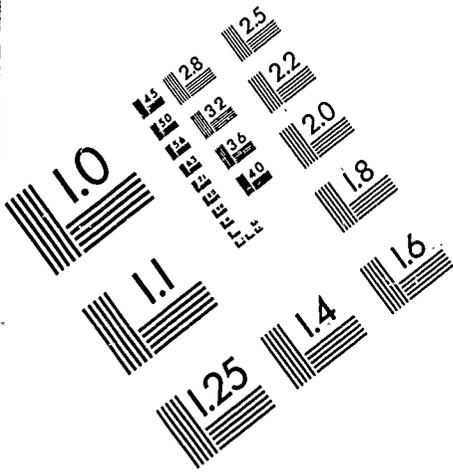
commercial (for-profit) firms.

(10) 752.7017	Local Cost Financing with U.S. Dollars (APR 1984)
() 752.7018	Health and Accident Coverage for USAID Participant Trainees (OCT 1989)
() 752.7019	Participant Training (OCT 1989)
(11) 752.7021	Changes in Tuition and Fees (APR 1984)
() 752.7023	Required Visa Form for AID Participants (APR 1984)
(11) 752.7024	Withdrawal of Students (APR 1984)
(11) 752.7030	Inspection Trips by Contractor's Officers and Executives (APR 1984)

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

11. Applies if the Contractor is an educational institution.

END OF SECTION I



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