

MEMORANDUM OF DISTRIBUTION

I. OBLIGATION: This is a partial ___ final award under P.O. No. 298-0377-3-2632701-02. If final obligation, OP has no objections to the dereferencing of any remaining funds.

II. DOCUMENT IDENTIFICATION/INFORMATION:

- a. Document No.: HNE-0377-G-CO 2047-00 Mod # 86-CC
- b. Incremental funding action: ___ YLS NO
- c. Buy-in: ___ YES NO
- d. Document has been transmitted to recipient /grantee for signature. Date transmitted: 9/21/92
- e. Method of Financing (check one only)
 - ___ Letter of Credit
 - ___ Periodic Advance
 - Direct Reimbursement

III. FM DISTRIBUTION

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IV. TECHNICAL OFFICE/MISSION DISTRIBUTION:

Technical Office: NE/DIR/HR William Cole Room 200-SA-2 (Office Symbol, Name, Rm., Bldg.)

___ Mission: _____ (Technical Office)

___ Program Office _____ (Office Symbol, Name, Rm., Bldg.)
NE/OP/EPG Room 208, SA-2

V. OP DISTRIBUTION:

FA/OP/PS/SUP copy of all documents including final assistance document signed by all parties. (SRINI VASAN RM.1440 SA-14)

VI. CONTRACTOR/GRANTEE, ETC.

___ Original document signed by all parties.

VII. CONTRACT FILE

Original document signed by all parties to be inserted in file.

Copy of this form goes with each copy of the document distributed and one copy remains in the official file.

 Date: SEP 22 1992

Orion Yeandel
Chief, FA/OP/B/HNE

AWARD/CONTRACT

CONTRACT NUMBER
HNE-0377-C-00-2086-00

EFFECTIVE DATE
see block 20C.

REQUISITION/PURCHASE REQUEST/PROJECT NO
298-0377-3-2632701

ISSUED BY
Agency for International Development
Office of Procurement
FA/OP/B/HNE, Room 1512, SA-14
Washington, D.C. 20523-1424

NAME AND ADDRESS OF CONTRACTOR (Include city, county, state and ZIP Code)
Chemonics International Consulting Division
2000 M Street, Suite 200
Washington, DC 20036

SUBMIT TO OFFICE
(8 copies unless otherwise specified) TO THE ADDRESS SHOWN

FACILITY CODE
PAYMENT METHOD
See section G. 2.

ACCOUNT NO AND ADDRESS OF DATA
See Section G. 4.

15A ITEM NO	15B SUPPLIES/SERVICES	15C QUANTITY	15D UNIT	15E UNIT PRICE	15F AMOUNT
	Provide the services described herein in support of the Democratic Institutions Support Project (DIS).				
15G TOTAL AMOUNT OF CONTRACT					\$6,636,000

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CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

17 CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 6 copies to issuing office. Contractor agrees to furnish and deliver all items or perform all the services set forth in the items identified above and on any continuation sheets for the contract as stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications as are attached or incorporated by reference herein. Attachments are listed herein.)

18 AWARD (Contractor is not required to sign this document. You offer on Solicitation Number _____ including the additions or changes made by you which additions or changes are set forth in full above. I hereby accepted as in the items listed above and on any continuation sheets. This award consummates the contract with you on the following documents: (a) the Government's solicitation and your offer, and (b) this award contract. No further contractual documents are necessary.

19A NAME AND TITLE OF SIGNER (Type or Print)
Thurston F. Teele, Director

20A NAME OF CONTRACTING OFFICER
Judith D. Johnson

19B NAME OF CONTRACTOR
BY *Thurston F. Teele*
(Signature of person authorized to sign)

19C DATE SIGNED
9-21-92

19D UNITED STATES OF AMERICA
BY *J. D. Johnson*
(Signature of Contracting Officer)

19E DATE SIGNED
9/21/92

SECTION B - SERVICES AND COSTS

B.1. PURPOSE

The purpose of this contract is to obtain technical services to assist Year East Bureau under the Technical Support Component of the Democratic Institutions Support Project (DIS Project) to develop and implement strategically sound Governance and Democracy Program (GDP) initiatives at the country level. In furtherance of this purpose, the contractor shall provide/perform the definite quantity of services (level of effort) and submit/deliver the definite quantity of supplies (reports and other deliverables) necessary to implement AID's design for the core activities portion of the DIS Project.

B.2. SUPPLIES AND SERVICES

This is a Cost Plus Fixed Fee contract. 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

The Contractor shall provide/perform the person-months of direct employee, consultant, and/or subcontract labor, as described in Sections C and F of this contract.

b. Reports and Other Deliverables

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

B.3. TOTAL ESTIMATED COST, FIXED FEE AND LIMITATION OF FUNDS

a. For base years one through four, the total estimated cost of this contract, exclusive of the fixed fee is \$6,144,424. The fixed fee is \$491,800. The total estimated cost plus fixed fee is \$6,636,224. The funds presently obligated and available under this contract are limited to \$1,570,000, and the Contractor shall not exceed this amount unless approved in writing by the Contracting Officer as provided in the clause of this contract (FAR 52.232-22) entitled "Limitation of Funds." It is estimated that the amount currently obligated will be sufficient to fund this contract through September 1, 1993.

b. For the optional year five, the total estimated cost of this contract, exclusive of the fixed fee is \$1,247,811. The fixed fee is \$89,481. The total estimated cost plus fixed fee is \$1,337,292.

c. 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).

d. The source of funding for this contract is AID/Washington's Near East Bureau. Such funding is intended for what is hereinafter referred to as the "core activities" portion of this project. However, AID anticipates that other AID/Washington Bureaus and Offices as well as USAID missions will require access to the resources and expertise developed by and under this contract. These services which are related and complementary to, and within the statement of work contained in this contract shall be implemented under the companion Requirements-type contract, number HNE-0377-Q-00-2087-00. The requesting office shall place a "delivery order" against the Requirements-type contract for the services needed.

B.4. BUDGET

a. The following itemized budget sets forth the fixed fee 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. The contractor's Best and Final Offer dated August 31, 1992 is hereby incorporated by reference.

b. Itemized Budget for the Base and Option Period

<u>Category</u>	<u>Base years 1-4</u>	<u>Opt yr 5</u>	<u>Total</u>
Salaries and Wages	\$1,425,523	\$ 380,857	\$1,806,380
Fringe Benefits	\$ 314,043	\$ 83,902	\$ 397,945
Overhead	\$1,067,896	\$ 294,148	\$1,362,044
Travel & Transportation	\$ 614,120		\$ 614,120
Allowances	\$ 695,640		\$ 695,640
Other Direct Costs	\$ 314,119	\$ 81,484	\$ 395,603
Training	\$ 140,000	\$	\$ 140,000
Subcontracts	\$1,369,892	\$ 366,156	\$1,736,048
General & Administration	\$ 203,191	\$ 41,264	\$ 244,455
Total Estimated Cost	\$6,144,424	\$1,247,811	\$7,392,235
Fixed Fee	\$ 491,800	\$ 89,481	\$ 581,281
Total Estimated Cost + Fee	\$6,636,224	\$1,337,292	\$7,973,516

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 A.I.D. 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 term 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 purchase 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>
Fringe Benefits	22.03	1/	1/	1/
Overhead Home Office	73.63	2/	2/	2/
G&A	3.42%	3/	3/	3/

1/ Base of Application: Direct Home Office and Field Salaries
 Type of Rate: Provisional
 Period: From 4-1-91 until amended

2/ Base of Application: Direct Home Office Salaries and Fringe
 Type of Rate: Provisional
 Period: From 4-1-91 until amended

3/ Base of Application: Total cost input, excluding USAID
furnished local currency
 Type of Rate: Provisional
 Period: From 4-1-91 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 Direct Home Office and Field Salaries.

The distribution base for establishment of final overhead rates is Direct Home Office Salaries and Fringe Benefits.

The distribution base for establishment of final G&A rates is Total cost input, excluding USAID furnished local currency.

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 following ceiling rates:

<u>For Accounting Period Ending</u>	<u>G&A Rate</u>	<u>Overhead Rate</u>
<u>3-31-97</u>	<u>4.42%</u>	<u>84%</u>

- 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 Cost" (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 "Fixed Fee" (FAR 52.216-08).

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 E. The exception is when the cognizant AID Project Officer pursuant to the authority of Section F of this contract, may specify that the Cooperating Country, Technical Service Order, and/or the USAID Mission will provide any logistic support. Unless a contract modification or the cognizant AID 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 AID 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 AID 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). 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. Background

Two historic transformations are sweeping much of the world today--the establishment of open market economies and the movement toward more accountable democratic governance. These processes are closely interrelated and reflect the pressing need after four decades to realign national and local institutions to facilitate rather than restrict individual and community initiative. Near East governments have been slow to engage in these critical reforms, particularly in the area of democratic governance. Yet, most countries of the Near East (outside the Gulf States) face the same development challenges that are spurring a mix of economic and political liberalization in most other regions of the world.

In most Near East countries national and local policy is formulated and implemented by centralized bureaucracies operating under few standards of accountability. Strengthening selected host country political and legal institutions and organizations that underlie executive accountability can help create the enabling environment for progress on economic and social reform. Depending on the particular conditions and development priorities in each country of the region, areas of emphasis can include strengthening legislative, electoral, and legal/judicial institutions, strengthening of the media, and diversification and strengthening of the kinds of non-government organizations which can effectively represent constituent and/or public interests in national and local decision-making fora.

The Democratic Institutions Support Project (DIS) will assist Near East missions to initiate programs supporting development of democratic political and legal institutions and organizations contributing to economic and social policy reform and improved policy implementation. The DIS Project is a key component in the Near East Bureau's Governance and Democracy Program (GDP). NE GDP is aimed at strengthening the private and public institutions and organizations which make greater public, legal, and administrative accountability in governance possible. Of particular concern to NE GDP is the relationship between political and economic liberalization, and the challenge of supporting processes of democratic institutional reform that will further economic liberalization objectives.

An important consideration underlying this program is that the USAID missions should play the major role in building and implementing GDP activities appropriate to the conditions in each host country. However, GDP is still a relatively new programming area requiring special expertise not easily accessed by missions. During this initial five-year phase, the DIS Project will catalyze and support USAID mission efforts to design and implement strategically sound programs tailored to host country development priorities. The project is expected to operate in the countries of the Near East region (the Middle East, North Africa, and perhaps the Gulf States.)

The DIS Project has three basic components:

1. a Technical Support Component implemented by a competitively selected institutional Contractor and consisting of a broad range of technical support services and modest training and commodities;
2. a Bilateral Program Support Component providing matching funds for mission-generated institution building activities; and
3. an NGO Component providing funds for a limited number of international organizations to carry out institutional strengthening activities.

Funding for the second two components will be handled directly by A.I.D. outside of this contract. However, in addition to other responsibilities, the institutional Contractor will monitor implementation of the NGO grants made by A.I.D. and activities conducted under both NGO and transfer components.

C.2 Scope of Work

This section describes the specific work and services the Contractor will perform in order to achieve the project purposes and the expected end of project status. Specific Contractor services are organized under a management category and a technical assistance section, which in turn is broken down into the elements of the core contract.

C.2.1 Program Support

It is envisaged that the project will be implemented by a core Contractor team that will staff the Project Technical Unit (PTU). The PTU members will be performing an advisory function for the NE Governance and Democracy Program. The relationship between the Project Manager and the PTU team will be close but structured. Work by the team will be determined by approved

annual workplans, although in the start-up phase of the project, an initial six-month workplan will be developed. The Project Manager will interact on technical issues directly with all team members. Internal to the PTU, the Senior Social Analyst may serve as the Technical Coordinator and, in this capacity, would be responsible for the management of PTU staff and for general office management to ensure that approved workplan outputs are produced in an orderly and timely manner. S/he will have the support services of the Administrative Assistant who will be responsible for general office management. Specific management responsibilities of the Contractor will be:

- a. **Staffing and managing the PTU for the core element of the project, which includes** 1) technical advisory (TA) resources for Bureau reviews; 2) conduct and review of country political economic reviews and institutional assessments; 3) conduct and review of institutional diagnoses; 4) review and TA for drafting Mission GDP strategies; 5) assisting in the design and monitoring of institutional strengthening activities, 6) developing and running an MIS, which includes monitoring activities and synthesizing lessons learned from monitoring and evaluations; 7) planning and organizing regional networking conferences;
- b. **Monitoring grants to NGOs, including technical reviews of proposals and monitoring of their on-going grant activities;**
- c. **Providing and managing field-based long and short term TA for the design and monitoring of country and regional projects;**
- d. **Managing the requirements contract of the project, which will provide technical assistance in the same manner as under the core contract.**
- e. **Contractor support requirements: The following are the managerial requirements that will be required from the Contractor to support the PTU:**

Establishing an office for the PTU within walking distance (i.e., preferably less than 5 blocks) of the NE Office of Development Resources in State Annex 2 (515 22nd St NW, Washington, DC). The office should include adequate space, furniture, computer, and communications equipment for long term and short term personnel. Space and furniture adequate for team planning meetings should be included. Communications equipment should include E-Mail linkage to A.I.D. and fax machines. (While the contractor is required to supply furniture, computer and communications equipment, no nonexpendable equipment shall be direct charged to this contract per article H.8.f.(i).

Recruiting short term and long term TA, identifying appropriate candidates, making contractual arrangements, interviewing, checking references, determining daily rates, getting approvals from A.I.D.

Short term TA backstopping, identifying appropriate candidates, fielding, travel arrangements, visas, pre-departure team planning meetings, travel advances, and employee agreements. Then, in-field support, then following up, including report preparation, review and dissemination; processing expense reports, and payment.

Managing workshops and seminars, including selecting facilitator, identifying participants, placing participants (travel, approvals, visas, advances, etc.), arranging sites, producing materials, and post-training follow up.

C.2.2 Technical Assistance

The Democratic Institutions Support Project will provide critical technical assistance, training, commodities and other inputs to supplement and catalyze mission efforts to develop locally appropriate programs.

Under the Technical Support Component, the Contractor will produce the following outputs:

- A. **Strategy Development:** The logical starting point for designing project interventions in specific countries with somewhat unique initial conditions are background political economic reviews and institutional assessments. The reviews and assessments will be tailored to the individual country circumstances and will be developed through team building exercises in AID/W.
 - 1. **Country Political Economic (PE) Reviews** will focus on the configuration of political economic interests in a subject country and the role such interests are playing in government policy and in social and economic transformation. The key issue to be considered in these reviews include an examination of the current and potential relationships in the local context between economic liberalization and political liberalization. PE reviews should summarize the prevailing views on the likely impact of specific steps toward the latter on the former. Most importantly, the review should try to answer the question of the likely immediate and longer term impacts of political and legal institutional improvement on the prospects for economic and social reform.

2. **Institutional Assessments** will focus on the role and technical capacity of selected democratic and legal institutions (e.g., parliament, elections commissions, courts administration). These assessments will identify the major institutional strengths and weaknesses and what, as a technical matter, can be done to improve their efficiency and effectiveness.
3. **Strategy/Action Plan Documents** are the final step in GDP Strategy formulation and would follow from a determination by senior USAID management of the focus of the Mission's effort. Ideally this determination would utilize on the results of both the political economic review and institutional assessments. Bringing the two sets of information together would help the mission to determine where its assistance can best further both political and economic liberalization objectives. The strategy/action plan can be a relatively simple document. Depending on mission preference it would usually include at least the following sections: short background section, sections describing the major areas of program emphasis with specific objectives in those areas, and possible institutional strengthening activities, modalities/funding sources, management requirements and staffing, and a 2-3 year program development schedule, and a list of progress benchmarks/indicators for each major area of program emphasis.

Together, the Political Economic Reviews and Institutional Assessments will help to identify reform areas most critical to progress toward sustainable democracy and reduction of impediments to social and economic development. Results will also provide a clear guide to where project technical assistance and training resources can be most effectively deployed.

B. Project Development Element

1. **Special Studies:** In many cases, special studies will be needed to supplement information contained in the reviews and assessments. Such studies will often be combined with special topic workshops where more intensive review and examination of issues with A.I.D. and other USG personnel would lead to improved GDP institutional strengthening activity design and implementation. Two types of special study and/or workshop are anticipated: (1) **Special Issues Studies** in which the resulting findings can help in sharpening new activity design and implementation and thus the

achievement of overall project objectives. An example might be the legal status of women in rural Near East societies, and (ii) Institutional Diagnostics which will examine the potential for improving GDP program effectiveness in key development areas by introducing or strengthening mechanisms of accountability in host country decision-making. Examples might include assessment of political constraints to progress on decentralized planning and financial management, and strengthening mechanisms of accountability for agricultural services delivery.

2. **Project Design:** The DIS project will provide the technical assistance required for design of projects (or activities under existing projects) that support both mission GDP strategies within the limits of the DIS project purpose.

C. Institutional Strengthening Element

1. **Selected Institution Building Activities:** These would be supported on a selective basis where the time required (i) to design a project or amend an existing project, or (ii) to receive country approval for use of already projectized resources, would be prohibitive. It is anticipated that this will most commonly occur where small-scale pilot activity needs to be implemented within a short time frame. To qualify under the DIS Project, such activities must be justified by bureau-approved mission GDP strategies. These institution building activities will take the form of sub-project activities approved by the Project Manager and undertaken directly by the Contractor in close coordination with respective USAID missions. Examples might include technical assistance for training a parliamentary research staff in use of an on-line database or provision of technical assistance, training, and computers for a pilot effort to scan handwritten Arabic language court case findings.
2. **Regional Networking:** More accountable democratic governance in individual countries of the region can be both promoted and strengthened through region-wide activities. Most nations of the Near East share historical roots as Arabic speaking, predominantly Islamic societies, most of which were under several centuries of Turkish Ottoman domination. Many later followed the Nasserist model in constructing state dominated economies. Most Arab countries now use modified versions of the 1948 Egyptian legal code. For

these reasons, many of the current political and legal development problems faced by these countries are very similar. Building a region-wide contacts for sharing of experience, technical skills, and solutions can therefore be a major factor in improving democratic governance across the region. The DIS Project will support the building of region-wide institutional linkages on a limited basis. For example, assistance might be provided for region-wide technical cooperation in key institution-building areas, such as facilitating translation into Arabic of existing computer software for law databasing, case tracking, and law drafting systems. The DIS Project will also provide limited resources on a highly selective basis for regional seminars and conferences dealing with more general topics related to democratic representation, rule of law, and administrative accountability, but will do so only in cases where objectives are clearly defined.

C.3. ILLUSTRATIVE IMPLEMENTATION PLAN

The Contractor's first tasks will be to: (1) establish an office, (2) to develop the first six-month workplan for approval by the Project Manager and (3) to hold the first Project Planning Meeting. Preparing the workplan will require a review of relevant Mission and Bureau efforts to date and an assessment of current priorities and long range objectives. The workplan will be completed in thirty days and will be approved by the Project Manager within 15 days. A second six-month workplan will be developed by the Contractor before the close of the first five months and will also be approved by Project Manager. The Project Planning Meeting will be held during the first month of the project in Washington DC over a three to five day period to review project goals and objectives, roles and relationships, and the first six-month workplan.

The Management Information System will be established. Short term TA may assist in the design of this system and to get it up and running. Thereafter, an assessment will be made as to whether a full time person is required to maintain the system and to provide further development. The Team Coordinator will prepare quarterly reports.

The PTU will review any political economy reviews, institutional assessments, and/or Mission GDP strategies completed prior to Contractor start up. Two new political economy reviews, three new institutional assessments, and one new strategy design will be selected and scheduled for the first year. Methodologies for performing the reviews and assessments will be developed and refined. Specific reviews

and assessments will be tailored to the individual country circumstances. Orientation and team building workshops as well as debriefing sessions will be held in AID/W.. Similar meetings will also be held in the field with relevant Mission staff attending.

Completed strategies will be reviewed by the Project Manager and approved by the Mission. In addition, the PTU may provide support for the design of Mission programs or projects, including the writing of project documents (PIDs and PPs).

The PTU, in close communication with the Project Manager, will assess regional networks or associations that already exist and might be strengthened. It will also identify categories where a regional network could be built that could support the course of economic and political liberalization. A priority list of networks to be strengthened will be developed.

The PTU and the Project Manager will re-examine the criteria for the selection of institutional strengthening activities and will revise these criteria as appropriate. Feedback from the Missions on the criteria will be solicited by the Project Manager. Based upon these consultations, the PTU will submit a list of potential institutional strengthening activities to the Project Manager. This will be provided to Missions by the Project Manager and proposals will be considered on an ad hoc basis as discussed above under Administrative Procedures. The PTU will provide technical advice on proposed activities and proposals will be approved by the Project Manager. Approximately four institutional strengthening activities will be carried out in the first year.

The funding will be made available under the Bilateral Program Support Component to Missions on a competitive basis when funds become available possibly in the second or third quarter of the DIS project. Mission proposals will be reviewed and approved as described earlier. The PTU will provide technical input to assist the Project Committee in its decisions.

As soon as possible, the PTU staff will examine the NGO grant selection criteria, propose appropriate topical areas for NGO grants, and carry out other activities described under Administrative Procedures in preparation for provision of grants under this component. Approximately three grants will be awarded the first year of the project.

The special expertise of the Sr. Social Analyst, Legal/Judicial Institution Specialist, and Democratic Institutions Specialist will be drawn on an ad hoc basis to advise the Bureau on issues related to democratic political and legal development issues. The MIS specialist will track various external sources and other donor information on issues related to the project purpose and will make these available in a

suitable form to the PTU team, to Missions, and to the NE Bureau through the Project Manager; included in this effort will be a monthly NE GDP Newsletter.

Implementation will continue over years two, three, and four according to the illustrative plans shown on the following two pages. Annual obligations will be made based on draft workplans for the following fiscal year that are prepared in the third or fourth quarter of each project year.

C.4. PERSONNEL REQUIREMENTS

Under this core contract, the contractor shall furnish the following positions with the following qualifications::

See Section F. for detailed Level of Effort chart.

(The proposed staffing pattern for the Project Technical Unit (PTU) is discussed below. Some activities may be carried out by sub-contractors, but will still be managed by the Contractor, and thus by the members of the PTU. Other arrangements that would guarantee the timely provision of specialized technical services will be considered.)

a. The Senior Social Analyst may serve as Technical Coordinator and be responsible for strategic planning, political economy reviews for selected countries, and coordinating all institutional assessments, special studies, and technical assistance activities. S/he will supervise all personnel assigned to the PTU and will be responsible for day-to-day management of the office. As Technical Coordinator, s/he will be the principal contact between the Contractor and A.I.D. on matters of team coordination, sequencing of activities, etc. The Technical Coordinator will be expected to work closely with the Project Manager. S/he will also advise on funding proposals submitted under the bilateral support and NGO components of the project, and will be responsible for day to day monitoring of the NGO grants.

The Senior Social Analyst will perform the following tasks:

Task 1: The Technical Coordinator will work closely the legal/judicial and democratic/representation specialists to assist missions in the development and implementation of country-level governance and democracy programs across the full range of expected inputs-- studies, workshops, etc. S/he will help design and monitor the implementation of all technical assistance and training activities provided by the Contractor. These activities include institutional studies, special studies, institution building efforts, regional networking systems, workshops and conferences etc. S/he will be

knowledgeable of operational aspects as well as technical content of these activities. It will also require a sound background knowledge and continual monitoring of the status of democratic political and legal institutions and processes in the NE countries to help frame the scopes of work for long term and/or short term consultants who will perform required tasks. Finally, the Technical Coordinator will act as independent expert for the review of mission-submitted funding proposals and NGO grant solicitations. In undertaking these tasks, the Technical Coordinator will need to maintain close consultation with the Project Manager.

Task 2: The Technical Coordinator will supervise all staff assigned to the PTU ensuring proper assignment of duties and responsibilities and an orderly workflow within the office. S/he will ensure that all staff understand their assignments and coordinate their activities properly. S/he will also be responsible for ensuring that AID reporting requirements are on time and accurate.

Task 3: As the final step in preparation of GDP strategy design process, the Technical Coordinator may take a special role in the drafting of selected mission strategy documents. S/he will then help present and articulate recommended country GDP strategies to NE Bureau staff.

Task 4: The Technical Coordinator will be responsible for the day-to-day monitoring of the NGO grants once these are made by A.I.D. This task will entail appropriate liaison with the NGOs and tracking of grant requirements such as timely submission to A.I.D. of financial reports, workplans, and activity reports.

Qualifications: The Senior Social Analyst will have a graduate degree or equivalent in Political Economy, Political Science, Economics, or another relevant field of specialization. Regardless of specific formal education, he/she must have experience in and a demonstrated capacity to work within a political economy conceptual framework. He or she should have a minimum of 5 years of directly relevant experience. Arabic or French language capability is highly desired as well as first hand experience of living in the Arab world. As the Technical Coordinator, the position requires exceptional analytical and conceptual abilities combined with strong writing skills as evidenced by professional written outputs. In addition to strong technical skills, s/he is expected to possess strong administrative and inter-personal skills necessary to build effective technical assistance teams and manage the four person PTU office. The position will require extensive travel to Near East countries for two to four week working visits.

b. The Legal/Judicial Institutions Specialist will serve as resident expert on legal system reform and improvements in the judicial training system. Technical emphasis is expected to be on measures that can be taken to better ensure an independent judiciary free from undue political or executive interference. This will include work on both commercial and criminal legal systems. This specialist will participate in the assessment of the constitutional and administrative structures and legal traditions of selected NE countries to determine the current role of the judicial function and prospects for reform. S/he will participate directly in analysis of key aspects of host country legal systems. In addition, to his role as senior legal institutions advisor, he will develop appropriate technical assistance and training programs to strengthen the judiciary function and ensure high standards of impartiality and professionalism within a more independent institutional framework. Finally, s/he will organize, promote and implement special studies and workshops to address regional systemic constraints to the exercise of proper judicial functions and processes. The Legal/Judicial Institutions Specialist will work closely with the Project Manager in his/her areas of expertise.

The Legal/Judicial Institutions specialist will perform the following tasks:

Task 1: Working in concert with other PTU members, the Legal/Judicial specialist will assist in the development and implementation of strategically sound legal/judicial institution building programs. These are expected to focus on three basic functions of legal/judicial systems: creation of a stable and predictable environment for private sector activity, placing constraints on official corruption, and guaranteeing basic due process to all citizens. S/he will help design and monitor and in many cases will directly participate in studies, special topic workshops, and other activities required for development of effective mission strategies in this area of development.

Task 2: Based on analytic work defined in task 1, the Legal/Judiciary Specialist will organize selected institutional strengthening activities in response to the AID Project Manager. These activities will address, at the institutional level, constraints and opportunities for development of a more efficient and effective legal and judicial systems capable of checking arbitrary administrative practices and creating stable and fair commercial law environments. Activities may also focus on administrative recourse procedures as well as formal judicial process.

Task 3: The Legal/Judicial Specialist will develop appropriate topics for special studies and workshops to address cross-cutting issues or systemic constraints in the NE region which inhibit the development of efficient and effective legal systems. As the resident legal advisor, s/he will define the content and scope of the studies and the timing and organization of workshops. In addition, s/he will prepare policy papers for Bureau and mission review as well as identify issues in proposals submitted under the bilateral support and NGO components of the project.

Qualifications: It is proposed that the Legal/Judiciary Specialist should hold an advanced degree in constitutional law or jurisprudence or a Ph.D. or equivalent in a social science field related to legal/judicial institutions (e.g., legal anthropology). Experience in code law as well as islamic law is desirable. Arabic or French language capability is highly desired as well as first hand experience of living in the Arab world. S/he should have at least 5 years of relevant work experience. In addition to strong writing skills, the specialist is expected to be able to articulate legal concepts and procedures in a clear manner as well as differentiate among competing legal traditions. The position will require extensive travel to Near East countries for two to four week working visits.

c. The Democratic Institution specialist will be the resident expert on electoral institutions, parliamentary information and research services, parliamentary committee structures, legislative procedures, public and constituent advocacy groups, and independent media. This specialist will advise the Project Manager on democratic representation and institutional processes designed to identify political and social issues and concerns. S/he will help design and implement the political and economic assessments for selected NE countries. These assessments will identify the current status of democratic institutions and prospects for democratic reform. This specialist will work closely with the Senior Social Analyst in formulating an appropriate strategy to stimulate the process of reform both at the country and regional levels. In addition, s/he will be responsible for the analysis of specific institutional weaknesses and constraints and developing appropriate technical assistance and training programs. Finally, this specialist will take the lead in defining the content and scope of special studies and the organization and timing of workshops. The Democratic Institutions Specialist will work closely with the Project Manager in areas of his/her expertise. The specialist will work under the direction of the Project Manager on all democratic representation activities implemented in the field.

The Democratic Institution Specialist will perform the following tasks:

Task 1: Working closely with the other members of the PTU, the democratic institution specialist will help design and implement democratic institutions assessments for selected NE countries. These will involve a thorough review of country specific secondary data, including information on constitution, the role of the parliament, political party structure, and election procedures as well as the substantive role of the head of state. Particular emphasis for the assessment will be on identifying what, as a practical matter, AID can do to strengthen key institutions.

Task 2: Based on the assessments, the democratic institution specialist working in concert with the Senior Social Analyst will formulate coherent strategies to promote democratic institutions and processes in order to bring about improved policy formulation and popular support for needed economic and social reforms. In addition, this specialist will develop the terms of reference for special institutional studies which will be the basis for designing appropriate technical assistance and training programs. The specialist will define the types of TA required and specify the training needed to strengthen democratic institutions within the region.

Task 3: The Democratic Institution Specialist will take primary responsibility for the content definition and scope of special studies which may include for example the role of electoral commissions and legislative management systems. Moreover, the specialist will organize and promote workshops dealing with cross-cutting problems and approaches to problem solving, e.g., representation of women in NE national and local democratic institutions. In addition, s/he will be the resident expert reviewing proposals dealing with democratic representation from USAID missions and NGO groups. Finally, s/he will help design appropriate regional networking systems to share information and pool scarce expertise and talent.

Qualifications: The Democratic Institution Specialist will hold an advanced degree in political science and government or related fields. S/he must have a demonstrated capacity for understanding and working within the political economic conceptual framework with underlies the GDP approach. S/he should be thoroughly familiar with parliamentary systems and consensus building processes of group decision-making. The specialist should have at least 5 years of practical experience working with legislature and, preferably, electoral institutions development. Demonstrated organizational skills in preparing workshops and proceedings papers is required. Moreover, s/he should possess strong writing and presentational skills and be comfortable in addressing different types of

audiences. French or Arabic language capability is highly desirable. The position will require extensive travel to Near East countries for two to four week working visits.

d. The Monitoring and Information (MI) Specialist will work with the NE Bureau, Missions, and NGOs to design and implement the project management information system (MIS). The purpose of the MIS will be to inform GDP staff in Washington and the Missions concerning the progress of the project, to identify problems so that corrections can be made, and to discover and disseminate lessons learned. The MI Specialist will work with the PTU on a parttime/shortterm basis moving from full to parttime level of effort as required by concentrations of work. It is anticipated that during the first year full time effort will be required moving to a lower level of effort over the remaining three years.

The Monitoring and Information Specialist will perform the following tasks:

Task 1: Based upon knowledge of evaluation and information systems used in GDP programs and MIS generally, the MI Specialist designs and installs project MIS, for use by USDH, Institutional Contractor, NGO grantees, and other project implementors and beneficiaries.

Task 2: Identifies key indicators of effectiveness and efficiency political and legal development for the Near East Governance and Democracy Program for all NGO grants and Mission transfers. The indicators must measure GDP progress which supports and does not undermine economic and social policy reform.

Task 3: Identifies short term TA for evaluations and for monitoring tasks to assist Missions in defining and applying PRISM (AID's Program Review Indicators Systems Management Project) and other, country-specific indicators of impact in the area of policy reform, democratization and governance program implementation.

Task 4: Assists in on-going internal project evaluation by the Contractor. Assists in monitoring NGO grants and Mission transfers, as well as program development and institutional strengthening activities.

Qualifications: The MI Specialist should have at least a Masters Degree or equivalent in development information or related field such as applied anthropology or social science research. It is preferred that this person have at least 5 years experience with information systems. In particular, the MI Specialist should have practical experience with computer hardware and software programs to effectively and simply organize the MIS. The position may require extensive travel to Near East countries for two to four week working visits.

e. The Administrative Assistant (AA) will assist the PTU with processing paperwork and handling administrative requirements of the tasks defined in the contract including the production and distribution of reports, correspondence, and informational materials related to the components of the contracts. The AA will provide office secretarial support, as required, and assist the MI Specialist with maintaining the MIS.

Task 1: Provides support to technical specialists and short term consultants and assists in recruitment of consultants, and related hiring and fielding (contracts, travel arrangements, travel advances, etc.).

Task 2: Manages project communication, including correspondence with the field and information flow between the PTU, the Contractor, sub-contractors, and the Project Manager.

Qualifications: The AA should have at least five years experience as a program or administrative assistant preferably on development projects. In particular the AA should have practical experience and knowledge of computer processing and software. Demonstrated skill in written communication is required and knowledge of A.I.D. procedures is preferred.

f. SHORT-TERM TECHNICAL ASSISTANCE

As needed and as approved by the project officer the contractor shall provide up to one hundred and thirty four months of short-term technical assistance in support of the core program over the life of the contract.

End of Section C

SECTION D - PACKAGING AND MARKING

D.1. Reports

Pursuant to the clause of this contract entitled "Reports" (AIDAP 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 the Washington DC metropolitan area or at any other location where the services are provided/performed and reports and other deliverables are produced or submitted/delivered. Acceptance of services and reports and other deliverables required hereunder shall take place in the Washington, DC metropolitan area or at any other location where the services are provided/performed and reports and other deliverables are produced or submitted/delivered.

E.3. EVALUATION

Evaluation of Contractor Performance:

Individual personnel will be evaluated based on the performance of the specific tasks outlined under the relevant component in Section F.4.

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

The effective date of this contract is the date of the Contracting Officer's signature on the cover page, and the estimated completion date is September 21, 1996 [approximately 48 months thereafter]. There is one (1) one year option after the initial period of performance.

F.2. The following FAR clause applies to this contract and is given in its entirety:

**FAR 52.217-9 "OPTION TO EXTEND THE TERM OF THE CONTRACT"
(MAR 1989)**

(a) The Government may extend the term of this contract by written notice to the contractor within 60 days prior to expiration of the contract (whether base or option); provided, that government shall give the contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option provision.

(c) The total duration of this contract, including the exercises of any options under this contract, shall not exceed 60 months.

(End of Clause)

F.3. TECHNICAL DIRECTIONS

Performance of the work hereunder shall be subject to the technical directions of the cognizant AID Project Manager. 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.4. LEVEL OF EFFORT

The contractor shall provide 326 person-months (p/m) during the base period to perform the services stated in section C of this contract. The following table, organized by Labor Category provides a maximum limitation for technical services to be rendered under this contract.

Level of Effort:

<u>Labor Category</u>	<u>Years 1-4</u>	<u>Option Year</u>
Senior Analyst/Technical Coordinator	48 months	12 months
Legal Judicial Institution Specialist	48 months	12 months
Democratic Institution Specialist	48 months	12 months
MIS Specialist	27 months	12 months
Administrative Assistant	48 months	12 months
Short term Technical Advisors:		
Senior Technical Specialists	57 months	12 months
Junior Technical Specialists	<u>54 months</u>	<u>12 months</u>
TOTAL	326 months	84 months

If the Contractor fails to furnish the total quantity of services set forth in the base years (1 - 4) 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.

If the Technical Officer has made the determination to exercise the option to extend this contract, this extension shall only be implemented if the above mentioned requirements are met.

The Contractor will be monitored and evaluated on an on-going basis by the Project Manager with the assistance of the DIS Project Committee. There will be a formal mid-term and end of project evaluation. Contractor performance will be evaluated based on achievement of annual work plan objectives and progress in achieving project purpose. At least two formal external evaluations will be scheduled--one at mid-point, and the other at the end of the project. Both evaluations will be AID/W responsibility and will examine Contractor compliance and performance, both in terms of the quality and timeliness of the expertise provided under the contract.

F.5. PLACES OF PERFORMANCE

Performance of this contract shall be in the Washington, DC metropolitan area, at the Contractor's and any subcontractor's facilities in the United States, and those countries to which the cognizant AID 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, Alternate 71), approves international travel for performance of the work.

F.6. REPORTS AND OTHER DELIVERABLES

In addition to the requirements set forth for submission of reports in the clause of this contract entitled "Reports" (AIDAR 752.7026). The contractor shall prepare and submit to A.I.D. the following:

A. REPORTS

The Contractor will submit reports and other deliverables specified in this core contract and in the requirements contract and additional reports as may be further specified between Contractor and the Project Manager during implementation. The reports will include reviews of the performance of services by key and subcontract personnel as well as consultants. The reports will report by element and task order regarding progress and problems to date against life-of-contract total.

1. Annual Work Plan

Following the annual Team Planning Meetings, the Contractor will prepare an annual work plan for each year of this contract. During the first year of the contract, two Team Planning Meetings and two work plans will be developed each covering six months. Preparing the workplan will require a review of relevant Mission and Bureau efforts to date and an assessment of current priorities and long range objectives. Within thirty (30) days of contract signature, the Contractor will deliver to the Project Manager a draft of the first work plan covering the period from the effective date of this contract through the end of the first six (6) months. The Project Manager will review the work plan, providing final approval within 15 days. The Contractor will then deliver five copies of a final work plan to the Project Manager within 15 days of approval.

The Contractor will submit draft work plans for subsequent years not later than thirty (30) days prior to the anniversary date of this contract. The annual work plans will include:

- a. Action by quarter, linked to project goals and purposes. They will describe the type and magnitude of planned activities under each component, key contract and short term personnel to be involved, the level of effort, and where the activities will be carried out.
- b. Projected budget by calendar quarter corresponding to the work plan.
- c. Publications, reports, studies, assessments, workshops, seminars, training, and other events, by calendar quarter.
- d. Benchmarks and scheduled completion dates for project activities including the production schedule for the quarterly newsletters and other printed material.

2. Quarterly Reports

The Contractor will submit five copies of brief (maximum 6 pages single-spaced) quarterly reports within two weeks after the end of the quarter to the Project Manager. The reports will review progress towards achieving quarterly objectives specified in the work plan, issues and proposed means of addressing problems, and any modifications proposed in planned future quarter activities. The following information should also be included:

- a. A comparison of actual accomplishments with the goals/objectives established for the period. If the output of the project can be readily quantified, such quantitative data should be related to cost data for computation of unit costs.
- b. Reasons why established goals/objectives were not met.
- c. Other pertinent information including, when appropriate, analysis and explanation of low and high unit costs.
- d. "Success stories" resulting from sub-project activities.

3. Annual Report

The Contractor will submit a draft copy of the annual report within 15 days of the end of the year to the Project Manager for review and approval. The Contractor will then deliver two copies of the annual report within 30 days of the end of the year to the POL Bureau's Center for Development Information and Evaluation (POL/CDIE/DI, Acquisitions, Room 209, SA-18), and five copies to the Project Manager. The report will summarize activities completed or on-going, progress toward achieving the project goal and purposes and the impact of these activities, issues and proposed means of overcoming problems which may arise.

4. Technical Assistance Reports

The Contractor will submit Technical Assistance Reports to the Project Manager upon completion of each overseas assignment. The report will be submitted within 15 days after completion of the assignment. It will outline the purpose of the TDY, personnel involved, accomplishments, issues and projected or proposed follow-up work including recommendations for potential linkage to other project components. NOTE: Reporting requirements for buy-in activities funded under the Requirements Contract will be specified in each delivery order; these reporting requirements may differ from the Technical Assistance Report requirements.

5. Final Contract Report

Not less than 90 days prior to contract completion, the Contractor will deliver a draft final report to A.I.D. for review and approval which will be completed within 30 days. The Contractor will then deliver five copies of its final report to the Project Manager, two copies to CDIE, and one copy to the Contracting Officer. The report will synthesize lessons learned from evaluations, studies, analyses, in-country capability development and institution building successes and problems. The report will present the status of the NE Bureau's GDP Strategy and refinements that have taken place in the course of project implementation as well as recommendations on approaches to address key issues. The report will summarize project activities and accomplishments and in particular project impacts under each component. It will describe work methods, recommend future action related to unfinished work or project continuation, and include a fiscal report that summarizes how contract funds were used.

B. OTHER DELIVERABLES

1. **Management Information System:** The project will produce a significant amount of information and must track developments in the political and economic environment. The management information system for monitoring and evaluation is particularly important. The MIS will be organized to provide feedback information for project decision-making and NE Bureau regional GDP implementation. Key indicators at the project and program level will be developed, baseline data collected, and progress monitored. Developments in Mission Governance and Democracy Programs and the NGO grants will also be tracked as part of providing information of relevance to the selection of project activities and to the purpose and goal level assumptions upon which this project is based. The Contractor will have overall responsibility for the MIS and monitoring. Users of the MIS will include AID/W, the Missions in the Near East Bureau, and the Contractor.

The Contractor's team leader has overall responsibility for the MIS. The Administrative Assistant will be responsible for updating under the direction of the Management Information Specialist and Technical Coordinator. Other technical staff may take responsibility for that portion of the MIS that relates to their area of expertise. A total of 27 months of TA is estimated to be required for monitoring and evaluation, not including special evaluation studies or for example workshops on GDP program performance indicators, for which shortterm TA has been allocated, and not including the two formal external evaluations (both of these are discussed below).

The MIS must make use of software and hardware that is compatible with that used by the NE Office of Development Resources. Reports must be made in a format used by AID.

With respect to the grants, the Contractor is responsible for ensuring that the grantee has an adequate management information system, including base line data, so that some conclusions concerning the impact of the grant can be drawn. The grantee should also have an evaluation plan. The Contractor will review these data and incorporate them into its own MIS, in order to inform overall GDP decision-making. The Contractor will also conduct a formal evaluation of the grantee's work and will share the report with the grantee, AID/W, and the Mission(s).

It is possible that some of the special studies called for in the project will be evaluation studies, undertaken to explore the linkage between a particular set of project-funded activities and political and legal reforms being undertaken and implemented. These could be set up as comparative studies, if similar activities have been undertaken in similar ways in different countries in the region.

2. Newsletter: The Contractor will create, edit and distribute a newsletter or information sharing and exchange publication at least quarterly or a minimum of 12 newsletters during the four year contract. The audience will be Mission GDP officers, GDP officers in AID/Washington offices, and other selected NE Bureau staff--for a total of approximately 35 copies each quarterly distribution. The newsletter or other information exchange will report on:

- * new and emerging strategic planning concepts and methodologies and results of the applications
- * results of studies, policy research and reform in NE countries, demonstrations and case examples
- * information on GDP trends and conditions, approaches to studying, measuring and monitoring them and their cost and significance to sustainable political and economic growth

- updates on project activities and learning by component
- descriptions of range and types of expertise available to address GDP issues by project component

3. Annual Team Planning Meetings: The PTU will hold annual Team Planning Meetings with the Project Manager. These meetings will first review and revise project goals, objectives, outputs, and inputs. Following this the project team will review the progress achieved under the contract(s) and assess the effectiveness of the contract support for achieving the objectives of the project. Personnel and financial resources will be reviewed as well as working relationships and interaction patterns between Contractor personnel, AID/W personnel, and Mission staff. The annual work plan described below will be prepared following the Team Planning Meeting.

F.7. KEY PERSONNEL

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

<u>Name</u>	<u>Position Title</u>
Alan Richards	Senior Analyst/Technical Coordinator
TBA	Legal Judicial Institution Specialist
Robert Springborg	Democratic Institution Specialist
Ross Burke	MIS Specialist
John Waterbury	Short Term Technical Advisors

b. 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 A.I.D. 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.9. PLACE OF DELIVERY

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

Agency for International Development
Office of Procurement
HNE Branch (OP/B/HNE)
Room 1512, SA-14
Washington, DC 20523-1425

Fifteen (15) copies of the Final Report and all other reports shall be delivered to the Project Manager at the following address:

Agency for International Development
Bureau For Near East
Human Resources Division
NE/DR/HR, Room 200, SA-2
Washington, DC 20523

F.9. 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)

End of Section F

SECTION G - CONTRACT ADMINISTRATION DATA

G.1. TECHNICAL OFFICER

The cognizant AID/W Project Managers (also referred to as the cognizant AID Technical Officer or Project Officer, as stated elsewhere in this contract) are William Cole or Kris Loken of the Near East Bureau, or his/her designee.

G.2. PAYMENT OFFICE

Agency for International Development
PFM/FM/CMPD/DC
Room 700, SA-2
Washington, DC 20523-0209

G.3. POST-AWARD CONTRACT ADMINISTRATION OFFICE

The contract administration office is the Office of Procurement, B Division/HNE, Washington, DC 20523-1425

G.4. Funds for this contract are chargeable as follows:

PIC	:298-0377-3-2632701
Agency	:72-112/31021.6
Account	:266-63-298-00-69-21
Budget Plan Code	:NDS2-92-33298-KG-12
Obligated Amount	:\$1,570,000
Total Estimated Amount	:\$6,636,224

G.5. Contractor's E.I. No. :04-2735625
Contractor's DUNS No. :05-258-8126

G.6. SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS SUBCONTRACTING

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

G.7. 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:

G.8 SECURITY PROVISIONS

The Contractor is required to submit security clearance forms prior to placement of employees in the place of performance. The Senior Social Analyst, Legal/Judicial Institutions Specialist and the Democratic Institution Specialist must obtain Confidential security clearances. The Contractor may place U.S. citizen employees for work commencement prior to the final security clearance under the following conditions:

(a) The appropriate paperwork required for the clearance request has been completed, reviewed by IG/SEC/PSI and acknowledged as a "no-objection";

(b) The Contractor recognizes that during the security clearance process and pending final security clearance, the Agency for International Development may request that any employee be removed from the contract, without penalty to A.I.D., for protection of the Agency's security interests; and

(c) Until such a time as clearance is received, the employee under this contract shall have no access to classified or administratively controlled materials."

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 AID Project Officer prior to their assignment abroad. Such approval must be within the terms of this contract, is subject to availability of funds, and should not be construed as authorization to increase the total estimated cost 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 AID Project Officer, of the arrival date and time and flight identification of AID 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 AID 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 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 FS-1 (or the equivalent daily rate of the maximum FS-1 salary, if compensation is not on an annual basis), unless advance written approval is given by the Contracting Officer.

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 PER CENT (5%) OF THE EMPLOYEE'S BASE SALARY may, subject to the Contractor's established policy and practice, be granted after the employee's completion of each twelve month period of satisfactory services under the contract. Annual salary increases of any kind exceeding these limitations or which cause the employee's salary to exceed the maximum salary of FS-1 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 FS-1, 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 A.I.D. 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 FS-1 (or the equivalent daily rate of the maximum FS-1 salary, if compensation is not on an annual basis). In no event shall compensation for such persons exceed the FS-1 rate, unless approved in writing in advance by the Contracting Officer.

NOTE: The daily rate of FSO Class 1 (FS-1) 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 the contract clauses.

NOTE: Any approvals issued pursuant to the above shall be retained by the Contractor for audit purposes.

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 AID Mission and the Cooperating Country associated with the work of this contract.

H.6. Publication of Data

a. AID'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. If, in its prepublication review, AID 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 the Contractor can demonstrate that the material is available from unclassified sources.

c. Prepublication Review

The Contractor agrees to allow AID 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 AID 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. AID 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 AID 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 his contract commitments adequate to assure that the Contractor will be able to discharge its obligations under this contract

H.8. Procurement and subcontracting

a. AID Geographic Codes

AID Geographic Codes are defined in Appendix D of AID Handbook 19

b. Approvals

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

c. Competition and Subcontracting

The Contractor shall secure competition to the maximum practical extent, as required by the clause of this contract entitled "Competition in Subcontracting" (FAR 52.244-05). Notwithstanding any approvals issued by the cognizant AID/W Project Officer, the Contractor shall obtain the Contracting Officer's consent for purchases/subcontracts, as required by the clause of this contract entitled "Subcontracts (Cost-Reimbursement and Letter Contracts)" (FAR 52.244-02).

d. 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 A.I.D. financing hereunder.

With the exception of any subcontractors identified in the Contractor's proposal and/or best and final offer which was accepted by A.I.D. through award of this contract, additional subcontracting by the Contractor 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 (Cost-Reimbursement and Letter Contracts)".

e. 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 A.I.D./Washington, MS/IRM, before providing any such approvals.

f. Anticipated Purchases

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

(i) NONE

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 the Contracting Officer or Cognizant Technical Officer.

g. 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 -- AID Reporting Requirements" (AIDAR 752.245-70).

h. Reporting

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

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 consultancies. 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). AID reserves the right to test proposed individuals to ensure that they have the required language capability. In the event that the individual(s) possess(is) the required language capability, expenses for language testing shall be an

allowable charge to this contract. However, if the individual(s) do(es) not have the required language capability, expenses for language testing for such individual(s) shall be borne by the Contractor.

H.10. ORDINARY COURSE OF BUSINESS

With respect to the clauses of this contract entitled "Allowable Cost and Payment" (FAR 52.216-7) and "Documentation for Payment" (AIDAR 752.7003), it is understood and agreed that the Contractor may, in some circumstances, invoice and be paid for recorded costs for items or services purchased directly for this contract, even though the Contractor has not yet paid for those items or services; provided, that such costs are paid in the ordinary course of business. "The ordinary course of business" is defined in accordance with the principles established by the Prompt Payment

Act, Public Law 97-177 (96 Stat. 85, 31 USC 1801), i.e. within 30 days after the Contractor's receipt of payment from A.I.D. for such costs. In those instances where the Contractor properly invoices and is paid for recorded costs which have not yet been paid by the Contractor, the Contractor agrees to pay all such costs, and especially employee compensation, consultants, subcontractors, suppliers, support of participants, and costs incurred in the Cooperating Country, in the ordinary course of business. Failure to do so may be considered nonperformance by the Contractor.

H.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 AID, the continued existence of conflict of interest after advice that such conflict exists, or general behavior unbecoming a professional serving as a part of the U.S. foreign assistance program (see also the clause of this contract entitled "Personnel" [AIDAR 752.7027]).

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

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 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 "Officials 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:

"AID small business provision. To permit AID, 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), AID, 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."

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

(f) In 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 AID'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 AID or the Contractor has secured a waiver of DBA coverage for Contractor's employees who are not citizens of, residents of, or hired in the United States, the Contractor agrees to provide such employees with worker's compensation benefits as required by the laws of the employees native country, whichever offers greater benefits. The list of countries for which AID 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 AID requirements contract."

(g) 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 automobile 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.

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

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

(j) In clause "Government Property (Cost Reimbursement, Time-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."

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.

52.202-01	Definitions (APR 1984)
52.203-01	Officials Not to Benefit (APR 1984)
52.203-03	Gratuities (APR 1984)
52.203-05	Covenant Against Contingent Fees (APR 1984)
52.203-06	Restrictions on Subcontractor Sales to the Government (JUL 1985)
52.203-07	Anti-Kickback Procedures (OCT 1988)
52.203-08	Requirement for Certificate of Procurement Integrity (NOV 1990)
52.203-09	Requirement for Certificate of Procurement Integrity-Modification (NOV 1990)
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity (SEP 1990)
52.203-12	Limitation on Payments to Influence Certain Federal Transactions (JAN 1990)
52.203-13	Procurement Integrity- Service Contracting (SEP 1990)
52.204-02	Security Requirements (APR 1984)
52.207-03	Right of First Refusal of Employment (APR 1984)
52.209-06	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment (May 1989)

52.209-8	Organizational Conflict of Interest Certificate - Advisory and Assistance Services (OCT 1990)
52.212-01	Time of Delivery (APR 1984)
52.212-13	Stop Work Order (AUG 1984) & Alt. I (APR 1984)
52.215-01	Examination of Records by Comptroller General (APR 1984)
52.215-02	Audit-Negotiation (DEC 1989)
52.215-22	Price Reduction for Defective Cost or Pricing Data (JAN 1991)
52.215-24	Subcontractor Cost or Pricing Data (APR 1985)
52.215-26	Integrity of Unit Prices (APR 1987)
52.215-30	Facilities Capital Cost of Money (SEP 1987)
	(or)
52.215-31	Waiver of Facilities Capital Cost of Money (SEP 1987)
52.215-33	Order of Precedence (JAN 1986)
52.216-07	Allowable Cost and Payment (APR 1984)
52.216-08	Fixed Fee (APR 1984)
52.216-11	Cost Contract-No Fee (APR 1984)
52.216-15	Predetermined Indirect Cost Rates (APR 1984)
52.217-5	Evaluation of Options (JUL 1990)
52.219-08	Utilization of Small Business Concerns and Small Disadvantaged Business Concerns (FEB 1990)
52.219-09	Small Business and Small Disadvantaged Business Subcontracting Plan (JAN 1991)
52.219-13	Utilization of Women-Owned Small Businesses (AUG 1986)
52.219-14	Limitations on Subcontracting (JAN 1991)
52.219-16	Liquidated Damages-Small Business Subcontracting Plan (AUG 1989)
52.220-01	Preference for Labor Surplus Area Concerns (APR 1984)
52.220-03	Utilization of Labor Surplus Area Concerns (APR 1984)
52.220-04	Labor Surplus Area Subcontracting Program (APR 1984)
52.222-01	Notice to the Government of Labor Disputes (APR 1984)
52.222-02	Payment for Overtime Premiums (JUL 1990)
52.222-03	Convict Labor (APR 1984)
52.222-26	Equal Opportunity (APR 1984)

52.222-28	Equal Opportunity Preaward Clearance of Subcontracts (APR 1984)
52.222-29	Notification of Visa Denial (APR 1984)
52.222-35	Affirmative Action for Special Disabled and Vietnam Era Veterans (APR 1984)
52.222-36	Affirmative Action for Handicapped Workers (APR 1984)
52.222-37	Employment Reports on Special Disabled Veterans and Veterans of the Vietnam Era (JAN 1988)
52.223-02	Clean Air and Water (APR 1984)
52.223-06	Drug-Free Workplace (JUL 1990)
52.224-01	Privacy Act Notification (APR 1984)
52.224-02	Privacy Act (APR 1984)
52.225-11	Certain Communist Areas (APR 1984)
52.225-13	Restrictions on Contracting With Sanctioned Persons (May 1989)
52.227-01	Authorization and Consent (APR 1984)
52.227-02	Notice and Assistance Regarding Patent and Copyright Infringement (APR 1984)
52.227-03	Patent Indemnity (APR 1984)
52.227-08	Reporting of Royalties (Foreign) (APR 1984)
52.227-10	Filing of Patent Applications-Classified Subject Matter (APR 1984)
52.227-11	Patent Rights-Retention by the Contractor (Short Form) (JUN 1989)
52.227-14	Rights in Data - General (JUN 1987)
52.228-03	Workers' Compensation Insurance (Defense Base Act) (APR 1984)
52.228-04	Workers' Compensation and War-Hazard Insurance Overseas (APR 1984)
52.228-07	Insurance-Liability to Third Persons (APR 1984)
52.229-08	Taxes-Foreign Cost-Reimbursement Contracts (MAR 1990)
52.230-03	Cost Accounting Standards (SEP 1987)
52.230-04	Administration of Cost Accounting Standards (SEP 1987)
52.230-05	Disclosure and Consistency of Cost Accounting Practices (SEP 1987)
52.232-09	Limitation on Withholding of Payments (APR 1984)
52.232-17	Interest (JAN 1991)

52.232-18	Availability of Funds (APR 1984)
52.232-20	Limitation of Cost (APR 1984)
52.232-24	Prohibition of Assignment of Claims (JAN 1986)
52.232-25	Prompt Payment (APR 1989)
52.232-28	Electronic Funds Transfer Payment Methods (APR 1989)
52.233-01	Disputes (APR 1984) - Alternate I (APR 1984)
52.233-03	Protest After Award - Alternate I (AUG 1989)
52.237-03	Continuity of Services (JAN 1991)
52.242-01	Notice of Intent to Disallow Costs (APR 1984)
52.243-02	Changes-Cost Reimbursement (AUG 1987) - Alternate II (APR 1984)
52.243-07	Notification of Changes (APR 1984)
52.244-02	Subcontracts under Cost-Reimbursement and Letter Contracts (JUL 1985)
52.244-05	Competition in Subcontracting (APR 1984)
52.245-05	Government Property (Cost Reimbursement, Time-and-Material, or Labor-Hour Contracts) (JAN 1986)
52.246-03	Inspection of Supplies-Cost Reimbursement (APR 1984)
52.246-05	Inspection of Services - Cost-Reimbursement (APR 1984)
52.246-23	Limitation of Liability (APR 1984)
52.246-25	Limitation of Liability - Services (APR 1984)
52.247-01	Commercial Bill of Lading Notations (APR 1984)
52.247-63	Preference for U.S.-Flag Air Carriers (APR 1984)
52.247-64	Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 1984)
52.249-06	Termination (Cost-Reimbursement) (MAY 1986) & Alternate IV (APR 1984)
52.249-14	Excusable Delays (APR 1984)
I.2.	<u>A.I.D. ACQUISITION REGULATION (48 CFR CHAPTER 7)</u> <u>CLAUSES</u>
752.202 Alt. 70	AID Definitions Clause -- General Supplement for Use in All AID Contracts (JAN 1990)
752.202 Alt. 72	AID Definitions Clause -- Supplement for AID Contracts Involving Performance Overseas (DEC 1986)
752.226-2	Subcontracting with Disadvantaged Enterprises (APR 1991)

752.245-70	Government Property - AID Reporting Requirements
752.245-71	Title to and Care of Property (APR 1984)
752.7001	Biographical Data (DEC 1988)
752.7002	Travel and Transportation (JAN 1988)
752.7003	Documentation for Payment (APR 1984)
752.7004	Source and Nationality Requirements (APR 1989)
752.7005	Language, Weights, and Measures (APR 1984)
752.7006	Notices (APR 1984)
752.7007	Personnel Compensation (AUG 1984)
752.7008	Use of Government Facilities or Personnel (APR 1984)
752.7009	Marking (APR 1984)
752.7010	Conversion of U.S. Dollars to Local Currency (APR 1984)
752.7011	Orientation and Language Training (APR 1984)
752.7012	Protection of the Individual as a Research Subject (APR 1984)
752.7013	Contractor-Mission Relationships (OCT 1989)
752.7014	Notice of Changes in Travel Regulations (JAN 1984)
752.7015	Use of Pouch Facilities (APR 1984)
752.7017	Local Cost Financing with U.S. Dollars (APR 1984)
752.7025	Approvals (APR 1984)
752.7026	Reports (OCT 1989)
752.7027	Personnel (DEC 1990)
752.7028	Differentials and Allowances (DEC 1988)
752.7029	Post Privileges (DEC 1990)
752.7030	Inspection Trips by Contractor's Officers and Executives (APR 1984)
752.7031	Leave and Holidays (OCT 1989)
752.7032	International Travel Approval and Notification Requirements (JAN 1990)
752.7033	Physical Fitness (DEC 1990)

END OF SECTION I