

PD 78 C 617

JAN 26 1981

ENTERED

MEMORANDUM

Date: January 16, 1981

TO : Distribution

FROM : *Had RA McEllan*
 CM/SOD, Donald Dickie

SUBJECT: Contract No. AID/pha-boa-1136 between A.I.D.
and the Cooperative League of the USA.

This transmits one copy of a Negotiated Indirect Cost Rate Agreement dated December 11, 1980. This Agreement is also Amendment No. 5 to the subject contract.

The purpose of this Amendment is to establish final and/or provisional indirect cost rates.

If additional copies are required, please contact CM/SOD/OSC.

DISTRIBUTION:

- CM/SD/SUP, Mrs. B. Lewis
- CM/SD/SUP, Mrs. Sarah Lewis
- SER/TM, Mr. Phil Amos
- AAG/W, Mr. A. LeBlanc (2 copies)

Contracting Officer, CM/ SOD/PDC, E. Thomas

Project Manager, PDC/PVC, K. Flanary

USAID/_____

UNITED STATES INTERNATIONAL DEVELOPMENT COOPERATION AGENCY
AGENCY FOR INTERNATIONAL DEVELOPMENT
WASHINGTON, D.C. 20523

NEGOTIATED INDIRECT COST RATE AGREEMENT

Date December 11, 1980

SUBJECT: Indirect Cost Rates for Use in Cost Reimbursement Type Agreements With the Agency for International Development (AID)

REFERENCE: AAG/ audit report number 81-8 dated October 23, 1980

CONTRACTOR: Cooperative League of the USA
or
GRANTEE: 1828 L Street, N.W.
Washington, D.C. 20037

PART I - NEGOTIATED INDIRECT COST RATES (%)

<u>Type</u>	<u>From</u>	<u>Effective Period</u> <u>Through</u>	<u>Overhead Rate</u>
Final	1-1-78	12-31-78	27.45
Final	1-1-79	12-31-79	23.76
Provisional	1-1-80	until amended	24.00

Base of Application

Total direct costs excluding equipment and non expendable property

Acceptance of the rate(s) agreed to herein is predicated upon the conditions: (1) that no costs other than those incurred by the grantee/contractor were included in its indirect cost rate proposal and that such costs are legal obligations of the grantee/contractor; (2) that the same costs that have been treated as indirect costs have not been claimed as direct costs; (3) that similar types of costs have been accorded consistent treatment; and (4) that the information provided by the grantee/contractor which was used as the basis for acceptance of the rate(s) agreed to herein is not subsequently found to be materially incomplete or inaccurate.

AS DIRECT COSTS

TERMS AND CONDITIONS

for International Development Procurement Regulations (AIDPR), the negotiated indirect cost are incorporated into AID Agreements shown below. This Agreement shall not change any allowance or disallowance provided for in the Contracts or Grants listed below or any other

	<u>Amendment Number</u>	<u>Project Number</u>
AID/csd-2901	22	932-0004
AID/pha-boa-1136	5	932-004-73-3289205
AID/pha-G-1092	13	932-13-950-060
AID/afr-C-1330	8	645-0055
AID/SOD/PDC-G-0091	10	932-0004
AID/SOD/PDC-ROA-0277	2	
AID/afr-G-1677	1	635-0208

Glenn I. Berger

Glenn I. Berger

Vice President and Secretary-Treasurer

December 17, 1980

Donald Dickie

Donald Dickie

CONTRACT
Overhead and
Services Oper.
Office of Co-
Agency for I.

FICER
Indirect Costs Branch
Division
Management
International Development



x

11)

CM/SOD
x PDC

OTI
x AF
x CA
FF
x

IP

x PDC/PVC
x AFR/DR

ORIGINAL

AMENDMENT OF SOLICITATION OR MODIFICATION OF CONTRACT

1. AMENDMENT/MODIFICATION NO. 2	2. EFFECTIVE DATE 12/29/77	3. BUDGETION/PURCHASE REQUEST NO. 3289222	4. PROJECT NO. (if applicable) 932-0004
5. ISSUED BY PRA Branch Central Operations Division Office of Contract Management Agency for International Development Washington, D.C. 20523		6. ADMINISTERED BY (if other than block 5) <i>J. Barker - E. Barker</i> <i>Tracy - R. Ware</i>	

7. CONTRACTOR NAME AND ADDRESS CODE FACILITY CODE	8. AMENDMENT OF SOLICITATION NO. PDC/PUC
The Cooperative League of the USA 1828 "L" Street, N.W. Washington, D.C. 20036	DATED _____ (See block 9)
(Street, city, county, state, and ZIP Code)	9. MODIFICATION OF CONTRACT/ORDER NO. AID/pha-BOA-1136
	DATED _____ (See block 11)

9. THIS BLOCK APPLIES ONLY TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in block 12. The hour and date specified for receipt of Offers is extended, is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation, or as amended, by one of the following methods:

(a) By signing and returning _____ copies of this amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or notation which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE ISSUING OFFICE PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If, by virtue of this amendment you desire to change an offer already submitted, such change may be made by teletype or letter, provided such teletype or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

10. ACCOUNTING AND APPROPRIATION DATA (if required)

N/A

11. THIS BLOCK APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS

(a) The Change Order is issued pursuant to _____
The Changes set forth in block 12 are made to the above numbered contract/order.

(b) The above numbered contract/order is modified to reflect administrative changes (such as changes in paying office, appropriation data, etc.) set forth in block 12.

(c) This Supplemental Agreement is entered into pursuant to authority of the Foreign Assistance Act of 1961, as amended, and Executive Order No. 11223.

12. DESCRIPTION OF AMENDMENT/MODIFICATION

COVER PAGE - Under "Expiration Date" delete "December 31, 1977" and substitute in lieu thereof, "December 31, 1978".

Except as provided herein, all terms and conditions of the document referenced in block 8, as hereinafter changed, remain unchanged and in full force and effect.

13. <input type="checkbox"/> CONTRACTOR/OFFEROR IS NOT REQUIRED TO SIGN THIS DOCUMENT.	<input checked="" type="checkbox"/> CONTRACTOR/OFFEROR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 9 COPIES TO ISSUING OFFICE.
14. NAME OF CONTRACTOR/OFFEROR The Cooperative League of the USA <i>Allie C. Felder</i> (Signature of person authorized to sign)	17. UNITED STATES OF AMERICA <i>[Signature]</i> (Signature of Contracting Officer)
15. NAME OF CONTRACTING OFFICER (Type or print) Alfred O. Terrier, Jr., Vice President and Director, Outreach Division	18. NAME OF CONTRACTING OFFICER (Type or print) R. J. O'Brien
16. DATE SIGNED DEC 29 1977	19. DATE SIGNED 12/29/77

ORIGINAL

4

ORIGINAL

MEMORANDUM

Date: October 11, 1977

TO : Distribution

FROM : CM/SOD, ^{ABSO.} Donald B. Dickie

SUBJECT: BOA No. AID/pha-BOA-1136 between A.I.D. and The Cooperative League of the U.S.A.

This transmits one copy of a Negotiated Indirect Cost*Rate Agreement dated July 19, 1977. This Agreement is also Amendment No. 1 to the subject BOA.

The purpose of this Amendment is to establish final and/or provisional indirect cost rates.

If additional copies are required, please contact CM/SOD/OSC.

DISTRIBUTION:

- CM/SD/SUP, Mrs. G. Booker
- CM/SD/SUP, Mrs. E. Amis
- CM/SD/SUP, Mr. G. Nell
- SER/FM, Mr. W. McKeel
- AG/AUD, Mr. B. Abshire (2 copies)

Contracting Officer, CM/ COD/PHA, Mr. G. Gold

Project Manager, PHA/PVC, Mr. M. Kohan

USAID/ _____

AGENCY FOR INTERNATIONAL DEVELOPMENT
WASHINGTON, D.C. 20523

NEGOTIATED INDIRECT COST RATE AGREEMENT

Date: July 19, 1977

SUBJECT: Indirect Cost Rates for Use in Cost Reimbursement Type Agreements With the Agency for International Development (AID)

REFERENCE: AAG/W Audit Report No. 77-156 dated June 27, 1977

INSTITUTION The Cooperative League of the U.S.A.
or 1828 L Street, N. W.
OFFICE Washington, D.C. 20036

PART I -- NEGOTIATED INDIRECT COST RATES (%):

Type	Effective Period		Overhead Rate
	From	Thru	
Final	1-1-75	12-31-75	48.3
Provisional	1-1-76	12-31-76	41.7
Provisional	1-1-77	Until Amended	40.0

Acceptance of the rate(s) agreed to herein is predicated upon the conditions: (1) that no costs other than those incurred by the grantee/contractor were included in its indirect cost rate proposal and that such costs are legal obligations of the grantee/contractor, (2) that the same costs that have been treated as indirect costs have not been claimed as direct costs, (3) that similar types of costs have been accorded consistent treatment, and (4) that the information provided by the grantee/contractor which was used as the basis for acceptance of the rate(s) agreed to herein is not subsequently found to be materially incomplete or inaccurate.

Base of Application:

Total direct cost.

SEE PART III FOR APPLICATION OF THESE RATES TO AID AGREEMENTS.

II - ITEMS NORMALLY TREATED AS DIRECT COSTS:

PART III - SPECIAL TERMS AND CONDITIONS:

Pursuant to § 7.3.705 of the Agency For International Development Procurement Regulations (AIDPR), the negotiated indirect cost rates set forth in Part I of this Agreement are incorporated into AID Agreements shown below. This Agreement shall not change any monetary ceiling, obligation, or specific cost allowance or disallowance provided for in the Contracts or Grants listed below or any other Agreement between the parties.

<u>Contract/Grant No.</u>	<u>Amendment No.</u>	<u>Project Number</u>
AID/csd-2901	6	
AID/pha-G-1092	6	932-13-950-060
AID/pha-BOA-1136	1	

ACCEPTED:

BY ART DANFORTH
ART DANFORTH
 PRINTED OR TYPED NAME
SECRETARY - TREASURER
 TITLE
JULY 22, 1977
 DATE

Ronald B. Dickie

Donald B. Dickie
 CONTRACTING OFFICER
 Overhead and Special Costs Branch
 Special Operations Division
 Office of Contract Management
 Agency for International Development

DISTRIBUTION:

<u>CM/ROD</u>		<u>CM/COD</u>
AFR		TAB
NI	X	PIA
LA		OTR
ASIA		ITA

	<u>OTHER</u>
X	AG/AUD
X	CM/SD/SUP
X	SER/I'M/ PAD
X	PIA/PVC

DBD

Codid
04/20/76
BKN

ORIGINAL

16 APR 1976

AGENCY FOR INTERNATIONAL DEVELOPMENT

Program - Mr. Kohan
PHA/PVC
neg - J. Kelly

BASIC ORDERING AGREEMENT FOR TECHNICAL SERVICES

AID/pha-BOA-1136

AUTHORIZED ORDERING ACTIVITY Office of Contract Management Bureau for Africa Bureau for East Asia Bureau for Latin America Bureau for Near East and South Asia	CONTRACTOR (NAME & ADDRESS) The Cooperative League of the U.S.A. 1828 L Street, N.W. Washington, D.C. 20036
Cognizant Scientific/Technical Office Office of Private and Voluntary Cooperation (PHA/PVC)	Mail Vouchers (original & three copies) TO: Agency for International Development Office of Financial Management Washington, D.C. 20523
Effective Date January 1, 1976	Expiration date December 31, 1977

This Basic Ordering Agreement (BOA) consists of this Cover Page, the Table of Contents, Schedule Articles I through XV, the General Provisions, Cost Reimbursement Type Contract (Form AID 1420-41C, dated 7/1/75) and Additional General Provisions, Cost Reimbursement Type Contract (Form 1420-41D, dated 7/1/75). To the extent of any inconsistency, between the Schedule and the General Provisions, the Schedule shall control.

NAME OF CONTRACTOR The Cooperative League of the U.S.A.	UNITED STATES OF AMERICA AGENCY FOR INTERNATIONAL DEVELOPMENT
BY (Signature of Authorized Individual) <i>Allie C. Felder, Jr.</i>	BY (Signature of Contracting Officer) <i>John H. Bierke</i>
TYPED OR PRINTED NAME Allie C. Felder, Jr.	TYPED OR PRINTED NAME XXXXXXXXXXXX John H. Bierke
TITLE Vice President & Director, Outreach Division	TITLE Contracting Officer
DATE APR 12 1976	DATE APR 16 1976

Best Available Document
ORIGINAL

TABLE OF CONTENTS

The Schedule consists of this Table of Contents and the following Articles:

Article I	-	Purpose
Article II	-	Scope of Technical Services
Article III	-	Procedure for Task Order Issuance
Article IV	-	Task Order Format
Article V	-	Term of Basic Ordering Agreement
Article VI	-	Discontinuance of Basic Ordering Agreement
Article VII	-	Review of Basic Ordering Agreement
Article VIII	-	Technical Directions
Article IX	-	Costs Reimbursable and Logistic Support to the Contractor
Article X	-	Establishment of Overhead Rates
Article XI	-	Personnel Compensation
Article XII	-	Reports
Article XIII	-	Additional Provisions
Article XIV	-	Modifications To The General Provisions

SCHEDULE

ARTICLE I - PURPOSE

The Purpose of this Basic Ordering Agreement is (1) to set forth the scope of technical services within which cost-type Task Orders may be issued by the Agency for International Development (AID) to the Contractor, and (2) to set forth clauses and provisions which have been agreed upon by the parties for inclusion in any such cost-type Task Order, as may be agreed upon on or after the effective date of this Agreement and prior to its expiration. It is understood, however, regarding said Task Orders, that the Agency for International Development (AID) undertakes no obligation to issue and the Cooperative League of the U.S.A. (Contractor) assumes no obligation to accept.

ARTICLE II - SCOPE OF TECHNICAL SERVICES

A. General

All Task Orders issued under this Basic Ordering Agreement shall require the Contractor to provide technical services concerned with and related to advising and assisting cooperating countries in the planning and development of cooperatives in the fields of agriculture (supply, marketing, processing and service), insurance, fisheries, consumer cooperatives, agricultural credit, livestock, transportation, etc.

Task Orders shall not be issued hereunder for services to be performed in any specific region when said services are in conflict with or a duplication of services specified in another Task Order.

B. Scope

Set forth below are those areas within which Task Orders may be issued:

1. Provide technical assistance to help cooperative leaders of less-developed countries (LDCs) create and develop cooperatives in the less-developed countries.
2. Perform regional and country surveys and/or feasibility studies to determine feasibility of cooperative program initiation.
3. Assist cooperating institutional, multinational, bilateral, national (private, public sectors of LDCs) government organizations, and USAIDs, in developing pilot-type cooperative programs.
4. Determine ways and means to mobilize the capital and technical assistance resources available from United States and international sources, for use in the cooperative development within LDCs. Initiate and execute resource mobilization plans. Determine and institute ways and means to utilize AID's extended Risk Guaranty programs and the Moss Amendment-type program, so as to encourage and expand the mobilization of financial resources within the cooperative movement in LDCs.
5. Assist and train cooperative management and its leadership of LDCs.
6. Improve functional organization and operations of existing cooperatives in LDCs, and their federations.

7. Assist in the formation of pre-cooperatives; and in the strengthening of governmental institutions which support cooperatives, including, but not limited to, national marketing boards, crop insurance programs and registrars of cooperatives.

8. Compile and maintain a directory of individuals and firms experienced in the field of cooperative work, including developmental, financial, educational, management, and other U.S. resources, as requested.

9. Compile and maintain information on availability of non-U.S. resources.

10. Prepare or obtain training materials for use in developing the understanding of cooperatives by membership and leadership.

11. Prepare special reports and program evaluation.

12. Provide the administrative support necessary for the performance of those technical services described above.

ARTICLE III - PROCEDURE FOR TASK ORDER ISSUANCE

A. General

Cost-reimbursable Task Orders may be issued by Contracting Officers of the Authorized Ordering Activities set forth on the cover page hereof. All Task Orders issued hereunder shall incorporate the provisions of this Basic Ordering Agreement.

1. Standard Procedure

a. The standard procedure for issuance of Task Orders hereunder requires that, prior to the issuance of the Task Order and upon the request of the Ordering Activity, the Contractor shall submit to the Contracting Officer a written proposal and cost estimate for performance thereof.

b. Following evaluation of the contractor's proposal, and

establishment of mutually agreed upon estimated costs for the entire Task Order, the Contracting Officer, if a Task Order is to be issued, shall send an original and seven (7) copies of the Task Order to the Contractor. Such Task Order shall include the estimated cost of performance for the entire Task Order, a citation of the funds to be obligated thereby, and all other provisions appropriate to the procurement or required by law or regulation for a definitive contract.

c. The Contractor shall indicate his acceptance of the Task Order and his agreement with the estimated cost by returning to the Contracting Officer the original and six (6) copies, all signed by an authorized official of the Contractor.

2. Procedure for Task Orders Containing Monetary Limitations

a. Under this Basic Ordering Agreement, the Ordering Activity will make no final commitment to the Contractor nor authorize the Contractor to perform any work pursuant to a Task Order until the estimated costs of such Task Order have been agreed to, unless the Task Order includes a monetary limitation on the obligation of the Ordering Activity, and
EITHER -

(1) The Contracting Officer determines that the procedures contained in this Basic Ordering Agreement for arriving at the Task Order costs will permit the estimation of costs for the entire order sufficiently

early in the Contractor's performance of the Task Order to insure that the costs of the entire Task Order will not be estimated retroactively; OR -

(2) The Ordering Activity determines that the need for the services are of such compelling and unusual urgency that the services could not be furnished by the date required if the Contract is not allowed to begin working until said costs have been estimated.

b. All Task Orders issued with a monetary limitation on the obligation of the Ordering Activity shall be issued in the same manner as those Task Orders for which costs have already been estimated, except that in lieu of estimated costs the Task Order shall contain the monetary limitation. The monetary limitation in a Task Order is intended to permit the Contractor to proceed with performance of the work under the Task Order until such time as the estimated costs of the entire Task Order are agreed upon.

c. The Contractor will indicate his acceptance of any Task Order containing a monetary limitation on the obligation of the Ordering Activity in the same manner as it indicates acceptance of a Task Order for which the costs have already been estimated.

d. Following the Ordering Activity's receipt of the Contractor's proposal and cost estimate for a Task Order issued with a monetary limitation, which proposal must be submitted within sixty (60) days, or forty (40) percent of completion of the work, whichever is earlier, the Contracting Officer and the Contractor will proceed to negotiate the estimated cost for the entire Task Order. If the Contracting Officer and the Contractor are unable

to reach agreement on cost, such inability to reach agreement shall constitute a dispute subject to the provisions of the Disputes clause of this Basic Ordering Agreement. However, notwithstanding the provisions of the Disputes Clause, the Contractor is not obligated to continue performance of the Task Order or to incur costs in excess of the monetary limitation.

e. When the Contracting Officer and the Contractor have established a mutually agreed upon cost for the Task Order, the Contracting Officer will issue an original and seven (7) copies of an amendment to such Task Order. The amendment will delete the monetary limitation in the Task Order, substitute in its place the estimated cost, and include a citation of the funds obligated for said cost.

B. No liability shall be incurred by either party under any Task Order issued pursuant to this Basic Ordering Agreement before its acceptance as described herein.

ARTICLE IV - TASK ORDER FORMAT

Each Task Order issued hereunder shall utilize the cover page format attached as Addendum A, and shall include, as appropriate, the following Articles:

<u>Article</u>	<u>Title</u>
I	Statement of Work
II	Term of Performance
III	Level-of-Effort (if applicable)

IV	Reports
V	Total Estimated Cost or Monetary Limitation
VI	Budget
VII	Additional Provisions (if required)

ARTICLE V -- TERM OF BASIC ORDERING AGREEMENT

A. This Basic Ordering Agreement is effective on the date specified on the Cover page hereof and shall continue for two (2) years. The term may be extended by the parties for a period of one (1) year or less, provided that the term as so extended will not extend beyond three (3) years from the effective date of the Agreement.

B. No Task Order may be executed under this Basic Ordering Agreement after the term has expired. Further, this Basic Ordering Agreement shall not be modified or superseded by any individual Task Order issued hereunder; provided, however, that this Agreement may be deviated from in a Task Order by the Task Order Contracting Officer in accordance with the procedures established for obtaining such deviations in Subpart 7-1.107 of the Agency for International Development Procurement Regulations (AIDPR).

ARTICLE VI - DISCONTINUANCE OF BASIC ORDERING AGREEMENT

This Basic Ordering Agreement may be discontinued from future application upon thirty (30) days written notice by either party. The Government, however, may discontinue this Agreement at any time if the

parties fail to agree upon any addition, deletion, or amendment to this Agreement which is required by statute, Executive Order, or regulation. Discontinuance of this Basic Ordering Agreement shall not affect any Task Order executed under this Agreement prior to the date of discontinuance.

ARTICLE VII - REVIEW OF BASIC ORDERING AGREEMENT

This Basic Ordering Agreement shall be reviewed, at least annually, before the anniversary of its effective date, and revised, as necessary, to conform with the requirements of all applicable statutes, Executive Orders, and regulations. Modifications of the Basic Ordering Agreement shall not have retroactive effect.

ARTICLE VIII - TECHNICAL DIRECTIONS

Performance of the Task Orders hereunder shall be subject to technical directions issued by the cognizant AID Technical Office designated on each Task Order. As used herein, "Technical Directions" are directions to the Contractor which fill in details, suggest possible lines of inquiry, or otherwise complete the statement of work. Technical directions must be within the Statement of Work set forth in the Task Orders hereunder and shall not change or modify them in any way. This Article in no way supersedes or modifies any provision or requirement of any other Article or of any of the General Provisions of this Agreement.

ARTICLE IX - COSTS REIMBURSABLE AND LOGISTIC SUPPORT TO CONTRACTOR

A. United States Dollar Costs

The United States dollar costs allowable under any Task Order shall

be limited to reasonable, allocable, and necessary costs determined in accordance with General Provisions 9 of this Agreement, entitled "Allowable Cost, Fixed Fee, and Payment".

B. Logistic Support and Costs Reimbursable in Local Currency

The Contractor shall be provided with logistic support overseas or be reimbursed in local currency for such support to the extent provided in each Task Order.

C. Method of Payment of Local Currency Costs

Those Task Order costs which are specified as local currency costs in paragraph B, above, if not furnished in kind by the Cooperating Government or the Mission, shall be paid to the Contractor in a manner adapted to the local situation and as agreed to by the Mission Director and the Contractor. The documentation for such costs shall be on such forms and in such manner as the Mission Director shall prescribe.

ARTICLE X - ESTABLISHMENT OF OVERHEAD RATE

Pending establishment of final overhead rates for the Contractor's accounting period, provisional payments on account of allowable indirect costs shall be made per Task Order on the basis of the following negotiated provisional rates applied to the base which is set forth below:

<u>Period</u>	<u>Base</u>	<u>Rate</u>
Fr: 1/1/75		
To: Until Amended	Total Task Order Costs	45%

ARTICLE XI - PERSONNEL COMPENSATION

A. Limitations

Compensation of personnel which is charged as a direct cost under this contract, like other costs, will be reimbursable in accordance with Article IX of the Schedule, entitled "Costs Reimbursable and Logistic Support to Contractor" and General Provision 9 entitled "Allowable Cost, Fixed Fee, and Payment" and other applicable provisions of this contract but subject to the following additional specific understandings which set limits on items which otherwise would be reasonable, allocable and allowable.

1. Salaries

Salaries and wages will be reimbursable in accordance with the Contractor's policy and practice, except as provided in (a) and (b) below. Such policies, procedures, and practices shall be the same as used in contracts and grants with other Government agencies and accepted by the U.S. Government agency assigned primary audit responsibility for the contractor, shall be in writing and shall be made available to the contracting officer or his designated representative, upon request.

(a) Salaries and wages exclude overseas differential and other allowances associated with overseas service but include payments for personal services (including fees and honoraria) computed on a daily rate or other time basis different from an annual rate. Daily rates of compensation are computed on the basis of a 260-day work year made up of 5-day (8 hour) work weeks. Any compensation (i.e., the employee's or consultant's base annual salary plus overseas recruitment incentive, if any) which exceeds the maximum level of the Foreign Service Class I (FSR-1) or the equivalent daily rate as set forth in the payment schedule of the Uniform State/AID/USIA Regulations, as from time to time amended, will be reimbursed only with the approval of the Contracting Officer.

(b) The general provisions of this BOA spell out rules and principles governing reimbursement of specific fringe benefits related to overseas service, including leave, holidays, differential, allowances, travel, transportation, and similar costs.

2. Overseas Recruitment Incentive

Contract employees serving overseas under a contract who do not qualify, request, and receive an exemption for overseas income provided under section 911 of the U.S. Internal Revenue Code (26 U.S.C. 911) are eligible to receive an overseas recruitment incentive, pro-

vided that the average incentive for all such employees does not exceed 10 percent of the initial base annual salary of all employees eligible for the incentive under the contract.

(b) The overseas recruitment incentive is payable under one of the following alternative methods:

(A) As a lump-sum amount after the eligible employee has completed his tour of duty in the Cooperating Country under a contract, and has furnished to the contractor a Certification that he does not qualify, and will not apply for an exemption from overseas income as provided by 26 U.S.C. 911 (the contractor shall retain such Certifications for post-audit): or

(B) At the option of the contractor, the overseas recruitment incentive may be paid in increments during an employee's tour of duty; provided however, that payments made by the contractor to employees who become eligible for an exemption from overseas income as provided by 26 U.S.C. 911, which payments were reimbursed by AID under the contract, shall be refunded to AID; and provided further, that neither the contractor's (nor the subcontractor's) inability to collect refunds from ineligible employees shall be used as a basis to excuse subsequent refunds by the contractor to AID.

(c) If the overseas recruitment incentive causes the employee's salary to exceed the FSR-1 level, contracting officer approval

must be obtained.

3. 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 route.

4. Return of Overseas Employees

Salaries and wages paid to an employee serving overseas who is discharged by the Contractor for misconduct 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 expeditious air route plus accrued vacation leave.

5. Merit or Promotion Increases

Merit or promotion increases may not exceed those provided by the Contractor's established policy and practice. Merit or promotion increases exceeding these limitations or exceeding the maximum salary of FSR-1 may be reimbursed only with the advance written approval of the Contracting Officer.

6. Third Country and Cooperating Country Nationals

No compensation for third country or Cooperating Country nationals will be reimbursed unless their use under the contract is authorized in the Schedule or has the prior written approval of the Contracting Officer. The compensation, leave and holidays, allowances and differentials travel and transportation and shipment of effects for TCN and CCN employees, if their use is authorized, will be subject to AID's policy as outlined in Manual Order 1423.7. It should be especially noted that any TCNs and CCNs employed under this contract are not eligible for allowances and differentials.

7. Work Week

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

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

B. Definitions

As used herein, the terms "Salaries", "Wages", and "Compensation" mean the periodic remuneration received for professional or technical services rendered exclusive of overseas differential or other allowances associated with overseas service, unless otherwise stated. The term "compensation" includes payments for personal services (including fees and honoraria). It excludes earnings from sources other than the individual's professional or technical work, overhead or other charges.

In addition, "contract", as it appears in this Article, shall be construed to mean each Task Order.

ARTICLE XII - REPORTS

As set forth in Article IV of each Task Order.

ARTICLE XIII- ADDITIONAL PROVISIONS

A. Definitions

(1) As used in the General Provisions of this Agreement, the term "Contracting Officer" shall refer to the Task Order Contracting Officer.

(2) The term Task Order Contracting Officer means a duly authorized Contracting Officer of the authorized ordering activity which issued the Task Order.

(3) As used in the General Provisions of this Agreement, the term "Contract" shall refer to each Task Order.

B. Advance Payments

To the extent authorized by the Task Order Contracting Officer, the Contractor may obtain an advance payment for work to be performed under a Task Order; provided, however, that each such advance payment shall be obtained in accordance with the procedures established in Subpart 7-30.4 of the Agency for International Development Procurement Regulations (AIDPR). Whenever the Task Order Contracting Officer determines that the security for an advance payment should be in the form of a lien in favor of the Government--each such advance payment may be deposited into a single separate bank account which may be maintained for all Task Orders issued under this Basic Ordering Agreement. The Contractor will maintain separate accounting records of each advance payment so as to be able to ascertain the advance payment balance per Task Order.

C. Taxes and Customs Duties

Unless otherwise stated in a Task Order, all salary payments made by a Contractor to its employees, other than Cooperating Country Nationals, shall be exempted from taxation by the Government of the Cooperating Country or any political subdivision thereof, to the extent permitted by the laws of the Cooperating Country or any political subdivision thereof, or by relevant agreements between the Cooperating Government and the Government of the United States now in existence or hereafter coming into existence during the life of the Task Order. This principle of exemption shall also apply, with

respect to employees of the Contractor and their dependents, other than Cooperating Country Nationals, in regard to any import, export or other duties, taxes or levies imposed on items imported for their own use or consumption during the life of the Task Order.

D. Storage of Household Effects

Subject to the limitations of Additional General Provision No. 4 entitled "Transportation and Storage Expenses", Contractor's regular employees who have completed their assignments under a Task Order may continue the storage of their household effects for a period not in excess of that provided for AID employees in accordance with the Uniform State/AID/USIA Foreign Service Travel Regulations.

E. It is mutually agreed and understood that General Provision No. 31 entitled "Release of Information" shall not be interpreted to preclude normal interchanges of information and opinions between the Contractor and the institution being assisted in the Cooperating Country.

F. In accordance with General Provision No. 22 entitled, "Insurance - Liability to Third Persons," it is mutually understood and agreed that the Contractor is authorized to procure an umbrella-type insurance policy, provided that the terms thereof and the premiums therefor, are approved by the Contracting Officer.

G. Utilization of Excess and Near Excess Foreign Currencies

Full utilization of excess and near excess foreign currencies is an

objective of the U.S. Government. The U.S. Treasury Department maintains a list of those countries for which it holds currencies excess to its needs.

All expenses of the Contractor in excess or near excess currency countries, including per diem (subsistence) expenses to be reimbursed under this contract shall be funded from U.S.-owned foreign currency, unless otherwise authorized in writing by the Contracting Officer.

Travel to, through, or from excess or near excess currency countries shall be funded from U.S.-owned foreign currency if such travel is to be reimbursed under Task Orders issued under this BOA, unless otherwise authorized in writing by the Task Order Contracting Officer. The Contractor shall coordinate all plans for travel to, through, or from excess or near excess currency countries with the AID Travel and Transportation Division which will issue the necessary airline tickets when appropriate.

The use of said U.S. -owned foreign currencies will constitute a dollar charge to the appropriate Task Order.

H. Equipment

The Task Order Contracting Officer may authorize the Contractor to utilize GSA supply sources for the procurement of equipment to be utilized for the performance of this contract. Title to such equipment will at all times be in the name of AID, but such equipment shall be under the custody and control of the Contractor until completion of work under this contract,

or its termination, at which time custody and control shall be turned over to or disposed of in accordance with the instructions of AID.

I. Employee Benefits

Any employee assigned to perform work under a Task Order hereunder who, immediately prior to the effective date of such assignment, is serving overseas under a Task Order executed prior to December 31, 1975, under Basic Agreement No. AID/csd-2901 shall with respect to costs for (1) the shipment of household goods, (2) unaccompanied baggage, and (3) storage of household effects be subject to the General Provisions of Basic Agreement No. AID/csd-2901 and the applicable Task Order under which he was last employed. Provided, however, as each such employee is terminated without re-assignment overseas, or is otherwise transferred to the U.S., that each such employee shall thereafter be subject to the provisions of this Basic Ordering Agreement for such benefits and allowances.

J. In accordance with General Provision No. 9 "Allowable Cost, Fixed Fee, and Payment" the Contractor may be reimbursed for its costs associated with the retirement plan of personnel selected from and released by member affiliates for employment by CLUSA under the Basic Ordering Agreement. Reimbursement may not exceed that which would have been made by the member affiliate. Provided, however, in no case may reimbursement be greater than that for an equivalent regular CLUSA employee.

K. Overtime

Overtime may be paid to secretarial and clerical personnel.

ARTICLE XIV- MODIFICATIONS TO THE GENERAL PROVISIONS

A. General Provision No. 9

Delete in its entirety and in lieu thereof, insert the General Provision No. 9, entitled "Allowable Cost, Fixed-Fee, and Payment", attached hereto as Attachment A.

B. General Provision No. 10

1. Delete the date "Nov. 1973" in the title and in lieu thereof insert the date "September 1975".

2. Delete the paranthetical phrase in paragraph (c) and in lieu thereof insert "(Contracts for Commercial Organizations)."

C. General Provision No. 18

Delete in its entirety and in lieu thereof, insert the General Provision No. 18, entitled "Subcontracts", attached hereto as Attachment B.

D. General Provision No. 29

Delete in its entirety.

E. Add General Provision No. 44, entitled "Clean Air and Water Clause", attached hereto as Attachment C.

F. Add General Provision No. 45, entitled "Cost Accounting Standards", attached hereto as Attachment D.

G. Additional General Provision No. 3

1. Delete the date "January 1975" from the title and in lieu thereof insert the date "September 1975".

2. Delete the phrase "twelve cents (12¢) in paragraph (h) and in lieu thereof insert "fifteen cents (15¢)".

3. Delete paragraph "(1)" in its entirety and in lieu thereof insert the following:

"(1) Emergency and irregular travel and transportation.

Actual transportation costs and travel allowances while enroute, as provided in this section, will also be reimbursed under the following conditions:

(1) The costs of going from post of duty in the cooperating country to the United States or other location for Contractor employees and dependents and returning to the post of duty, when the Contractor's Chief of Party makes a written determination that such travel is necessary for one of the reasons specified in paragraph (1) (1) (1) and (11) of this section. A copy of the written determination shall be furnished to the Contracting Officer.

(1) Need for medical care beyond that available within the area to which the employee is assigned, or serious effect on physical or mental health if residence is continued at the assigned post of duty, subject in either case to the limitations stated in the provision of this contract entitled "Physical Fitness of Employee and Dependents". The Mission Director may authorize a medical attendant to accompany the employee

at contract expense if, based on medical opinion, such an attendant is necessary.

(11) Death or serious illness of a member of the immediate family of the employee or the immediate family of the employee's spouse. "Serious illness or injury" is defined as one in which death is imminent or likely to occur as based on competent medical opinion or one in which the absence of the employee or dependent would result in great personal hardship. "Immediate family" is defined as the mother or father of the employee or spouse, including stepparents or adoptive parents; the spouse of the employee; or children of the employee and/or spouse, including stepchildren or adoptive children, regardless of age.

(A) Ordinarily, only one member of a family may travel at contract expense on such emergency visitation travel. However, there may be exceptional circumstances, such as a critical injury to a dependent child attending school outside the post of assignment, which would require the presence of the employee and/or dependent(s). In such cases, the limitations prescribed in this provision apply to each traveler; for example, if more than one person travels, the deductible described in paragraph (1) (1) (11) (C) of this section applies to each traveler.

(B) An employee or dependent is limited to one round trip for each serious illness or injury of each immediate family member.

(C) Reimbursement to the Contractor

for the cost of such travel shall be subject to a "deductible" for each round trip. If the employee's basic salary is at or above the minimum scheduled rate for FSR-3 Agency personnel, the deductible is \$175. If the employee's basic salary rate is above the maximum scheduled rate for an FSR-7 and below the minimum scheduled rate of FSR-3, the deductible is \$125. If the employee's basic salary rate is at or below the maximum scheduled rate for FSR-7, the deductible is \$75. The employee will prepare and sign, prior to his or any dependent's departure from post for emergency visitation travel, a statement explaining the emergency for which travel expense is to be authorized, including the name, address, and relationship to the employee or dependent of the ailing or deceased family member. Requests for emergency travel may be granted at contract expense, less deductibles, only on the basis of a certification by a licensed physician that (1) the medical condition of the patient is of such nature that, by customary practice of the medical profession in the locale where the condition is diagnosed and treated, it is considered such as to warrant the placement of the patient on the "critical list", or (2) the person has deceased. Where it is impracticable to provide a physician's statement prior to the travel, tentative approval for the travel may be granted by the Contractor's Chief of Party subject to a later furnishing of such certification.

(D) Time away from post by the employee on emergency visitation travel, including travel time, is charged to vacation leave or leave without pay, as appropriate. No per diem, excess baggage or unaccompanied baggage charges or other expenses, except the cost of transportation in connection with emergency travel, are authorized for reimbursement under the contract.

(2) When, for any reason, the Mission Director, determines it is necessary to evacuate the Contractor's entire team (i.e. employees and dependents or dependents only), the Contractor will be reimbursed for actual travel and transportation expenses and travel allowances while en route, for the cost of the individuals going from post of duty in the cooperating country to the United States or other approved location. The return of such employees and dependents may also be authorized by the Mission Director, when, in his discretion, he determines it is prudent to do so.

(3) The Mission Director may also authorize emergency or irregular travel and transportation in other situations, when in his opinion, the circumstances warrant such action. The authorization shall include the kind of leave to be used and appropriate restrictions as to time away from post, transportation of personal and/or household effects, etc. Requests for such emergency travel shall be submitted through the Contractor's Chief of Party.

(4) If a regular employee does not complete one full year at post of duty (except for reasons beyond his control), the costs

of going to the post of duty are reimburseable hereunder, but the costs of going from post of duty to the United States or other location are not reimbursable under this contract.

4. Under (1), Use of U.S. Flag Carriers, delete sub-paragraphs "(iv)" and "(v)" in their entirety.

H. Additional General Provision No. 7

1. Delete the date "Nov. 1973" from the title and in lieu thereof insert the date "September 1975".

2. Add a new paragraph (d)(3) as follows:

"(3) The Contractor is encouraged to establish its own policy of pre-and post-tour medical examinations. As a contribution, AID shall reimburse the Contractor for physical examinations authorized in paragraphs (d) (1) and (2) of this section as follows:

(1) For the employee and dependents 12 years of age and over: Not to exceed \$85 for the physical examination plus reimbursement of charges for immunizations.

(11) For dependents under 12 years of age: Not to exceed \$25 for each child plus reimbursement of charges for immunizations."

General Provision No. 9

ALLOWABLE COST, FIXED-FEE, AND PAYMENT
(SEPTEMBER 1975)

(a) For the performance of this contract, the Government shall pay to the Contractor:

(1) The cost thereof (hereinafter referred to as "allowable cost") determined by the Contracting Officer to be allowable in accordance with:

(i) Subpart 1.52 (Contracts with Commercial Organizations) of the Federal Procurement Regulations as in effect on the date of this contract, and

(ii) The terms of this contract, and

(2) Such fixed fee, if any, as may be provided for in the Schedule.

(b) Dollar payment:

(1) Once each month (or at more frequent intervals, if approved by the paying office indicated on the Cover Page), the Contractor may submit to such office Voucher Form BF-1038 (original) and BF-1038a (three copies, each voucher identified by the appropriate AID contract number, properly executed, in the amount of the dollar expenditures made during the period covered, which voucher forms shall be supported by:

(i) Original and three copies of a certified fiscal report referred by the Contractor in a form and manner satisfactory, to AID substantially as follows:

Total expenditures

Category			This period (indicate dates)
Salaries and wages:			
Home office.....	111	111	111
Field office.....	111	111	111
Indirect costs:			
Home office.....	111	111	111
Field office.....	111	111	111
Contract labor:	111	111	111
Allowances:	111	111	111
Travel and transport:			
Contractor.....	111	111	111
Equipment and materials:			
Contractor.....	111	111	111
Participant.....	111	111	111
Other direct costs:	111	111	111
Grand total:	111	111	111

(ii) The fiscal report shall include a certification signed by an authorized representative of the Contractor as follows:

The undersigned hereby certifies: (A) That payment of the sum claimed under the cited contract is proper and due and that appropriate report to AID will be made promptly upon request; in the event of disallowance of the sum claimed under the terms of the contract; (ii) that information contained in the report is correct and such data supporting information as AID may reasonably require will be furnished promptly to AID on request; (iii) that the Contractor's books and records are as appropriate; and (C) that all requirements called for by the contract to date of this certification have been met.

By
Title
Date

(iii) In certain cases, the Contracting Officer may require the Contractor to submit, in lieu of the certified fiscal report required

in subparagraph (b)(1)(i) above, detailed documentation in support of Contractor requests for reimbursement. However, such detailed documentation shall be submitted in support of Contractor requests for reimbursement under all contracts in which the total contract amount is \$100,000 or less, and may be required by the Contracting Officer under contracts in which the total contract amount is in excess of \$100,000. Provided, however, that if the Contractor has a contract in excess of \$50,000 for which a fiscal report is required, then all contracts which he may have shall be supported in the same manner. The detailed documentation shall include the following:

(A) Copy of Contractor's payroll indicating names, pay rates, and pay periods with regard to salaries, fees, and any related allowances paid Contractor's employees and consultants.

(B) Statement of itinerary and originals or copies of carriers' receipts for employees' and dependents' transportation costs. Travel allowances must be stated separately.

(C) Received supplier's invoices for cost of commodities, equipment and supplies, insurance, and other items. Invoices must show quantity, description, and price (less applicable discounts and purchase agent's commission). Individual transactions under \$100.00 may be supported by an itemized listing containing the numbers of the Contractor's checks used to make payment. Delivery of supplies and equipment to appropriate destination must be supported by copy or photostat of bill of lading, airway bill or parcel post receipt. Voucher BF-1031 or BF-1039, as appropriate, must state whether or not items produced by Contractor were procured through a purchase order.

(D) Received invoice of transporter showing name of vessel, rate and transportation charge for transportation of supplies or equipment, plus copy or photostat of ocean or charter party bill of lading or airway bill if applicable. No invoice is required if the bill of lading contains all the required information.

(E) The Contractor shall, unless otherwise provided in the contract, submit a vendor's invoice or photostat covering each transaction for procurement of commodities, supplies, or equipment totaling in excess of \$2500, appropriately detailed as to quantity, description, and price for each individual item of equipment purchased.

(2) Promptly after receipt of each voucher and statement of data from the Government shall, except as otherwise provided in this contract, submit to the paying office (d) below, make payment thereon as approved by the paying office indicated on the Cover Page. Payment of the fixed fee, if any, shall be made to the Contractor as certified in the Schedule, provided, however, that after payment of either the fixed fee (85%) of the fixed fee set forth in the Schedule, further payment on account of the fixed fee shall be withheld until a reserve of either fifteen percent (15%) of the total fixed fee, or one hundred thousand dollars (\$100,000), whichever is less, shall have been set aside.

(3) On receipt and approval of the voucher designated by the Contractor as the "final voucher" (which is to be submitted on Form SF-1034 (original) and SF-1034(a) in three copies and supported by:

(i) Original and three copies of a certified fiscal report rendered by the Contractor as in (b) (i) (i) and (iii) above;

(ii) Vendor's invoice as in (b) (i) (iii) and (iv) above; and

(iii) Refund check for the balance of funds if any remaining on hand and not obligated by the Contractor, and upon compliance by the Contractor with all the provisions of this contract, the Government shall promptly pay to the Contractor any part of the fixed fee which has been withheld pursuant to (2) above or otherwise not paid to the Contractor. The final voucher shall be submitted by the Contractor promptly following completion of the work under this contract but in no event later than one hundred and twenty (120) days (or such longer period as the Contracting Officer may in his discretion approve in writing) from the date of such completion.

(c) *Local currency payment.* The Contractor is fully responsible for the proper expenditure and control of local currency, if any, provided under this contract. Local currency will be provided to the Contractor in accordance with written instructions provided by the Mission Director. The written instructions will also include accounting, vouchering, and reporting procedures. A copy of the instructions shall be provided to the Contractor's Chief of Party and to the Contracting Officer. The costs of bonding personnel responsible for local currency are reimbursable under the contract.

(d) Until the expiration of three years after final dollar or local currency payment under this contract, the Contracting Officer may have the vouchers and statements of cost audited. Each payment therefore made shall be subject to reduction for amounts included in the related vouchers which are found by the Contracting Officer on the basis of such audit not to constitute allowable cost. Any payment may be reduced for overpayments, or increased for underpayments, on preceding vouchers.

Note: When the clause entitled "Audit" (FPR 1-3.814-21a) is included in this contract, this paragraph is self-deleting.

(e) The Contractor agrees that all approvals of the Mission Director and the Contracting Officer which are required by the provisions of this contract shall be preserved and made available as part of the Contractor's records which are required to be preserved and made available by the clauses of this contract entitled "Examination of Records by Comptroller General" and "Audit".

(f) The Contractor agrees that any dollar or local currency refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Contractor or any assignee under this contract shall be paid by the Contractor to the Government to the extent that they are properly allocable to costs for which the Contractor has been reimbursed by the Government under this contract. Reasonable expenses incurred by the Contractor for the purpose of securing such refunds, rebates, credits, or other amounts shall be allowable costs hereunder when approved by the Contracting Officer. Prior to final payment under this contract, the Contractor and each assignee under this contract whose assignment is in effect at the time of final payment under this contract shall execute and deliver an assignment and release using AID Forms 1420-40 or 1420-44, as appropriate, as required in ALDPR 7-16 851.

(g) Any dollar or local currency cost incurred by the Contractor under the terms of this contract which would constitute allowable cost under the provisions of this clause shall be included in determining the amount payable under this contract, notwithstanding any provisions contained in the specifications or other documents incorporated in this contract by reference, designating services to be performed or materials to be furnished by the Contractor at his expense or without cost to the Government.

Part Available Document

36

General Provision No. 18

SUBCONTRACTS

(a) The Contractor shall notify the Contracting Officer reasonably in advance of entering into any subcontract which (1) is cost-reimbursement type, time and materials, or labor-hour, or (2) is fixed-price type and exceeds in dollar amount either \$25,000 or 5 percent of the total estimated cost of this contract, or (3) provides for the fabrication, purchase, rental, installation, or other acquisition of special test equipment having a value in excess of \$1,000 or of any items of industrial facilities, or (4) has experimental, developmental, or research work as one of its purposes.

(b) In the case of a proposed subcontract which is (1) cost-reimbursement type, time and materials, or labor-hour which would involve an estimated amount in excess of \$10,000, including any fee, (2) is proposed to exceed \$100,000, or (3) is one of a number of subcontracts under this contract with a single subcontractor for the same or related supplies or services which, in the aggregate are expected to exceed \$100,000, the advance notification required by (a), above, shall include:

(1) A description of the supplies or services to be called for by the subcontract;

(2) Identification of the proposed subcontractor and an explanation of why and how the proposed subcontractor was selected, including the degree of competition obtained:

(3) The proposed subcontract price, together with the Contractor's cost or price analysis thereof;

(4) The subcontractor's current, complete, and accurate cost or pricing data and Certificate of Current Cost or Pricing Data when such data and certificate are required by other provisions of this contract to be obtained from the subcontractor;

(5) Identification of the type of subcontract to be used;

(6) A memorandum of negotiation which sets forth the principal elements of the subcontract price negotiations. A copy of this memorandum shall be retained in the Contractor's file for the use of Government reviewing authorities. The memorandum shall be sufficient detail to reflect the most significant considerations controlling the establishment of initial or revised prices. The memorandum should include an explanation of why cost or pricing data was, or was not required, and, if it was not required in the case of any price negotiation in excess of \$100,000, a statement of the basis for determining that the price resulted from or was based on adequate price competition, established catalog or market prices of commercial items sold in substantial quantities to the general public, or prices set by law or regulation. If cost or pricing data was submitted and a certificate of cost or pricing data was required, the memorandum shall reflect the extent to which reliance was not placed upon the factual cost or pricing

data submitted and the extent to which this data was not used by the Contractor in determining the total price objective and in negotiating the final price. The memorandum shall also reflect the extent to which it was recognized in the negotiation that any cost or pricing data submitted by the subcontractor was not accurate, complete, or current; the action taken by the Contractor and the subcontractor as a result; and the effect, if any, of such defective data on the total price negotiated. Where the total price negotiated differs significantly from the Contractor's total price objective, the memorandum shall explain this difference;

(7) When incentives are used, the memorandum of negotiation shall contain an explanation of the incentive fee/profit plan identifying each critical performance element, management decisions used to quantify each incentive element, reasons for incentives on particular performance characteristics, and a brief summary of trade-off possibilities considered as to cost, performance, and time; and

(8) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract to be obtained from the subcontractor.

(c) The Contractor shall obtain the written consent of the Contracting Officer prior to placing any subcontract for which advance notification is required under (a) above. The Contracting Officer may, in his discretion, ratify in writing any such subcontract; such action shall constitute the consent of the Contracting Officer as required by this paragraph(c).

(d) The Contractor agrees that no subcontract placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis.

(e) The Contracting Officer may, in his discretion, specifically approve in writing any of the provisions of a subcontract. However, such approval or the consent of the Contracting Officer obtained as required by this clause shall not be construed to constitute a determination of the allowability of any cost under this contract, unless such approval specifically provides that it constitutes a determination of the allowability of such cost.

(f) The Contractor shall give the Contracting Officer immediate notice in writing of any action or suit filed, and prompt notice of any claim made against the Contractor by any subcontractor or vendor which in the opinion of the Contractor, may result in litigation, related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(g) Notwithstanding (c) above, the Contractor may enter into subcontracts within (1) and (2) of (a) above, without the consent of the Contracting Officer, if the Contracting Officer has approved in writing the Contractor's procurement system and the subcontract is within the scope of such approval. (This subparagraph (g) however, shall not be applicable to those subcontracts subject to subparagraph (j) below, if any.)

(h) To facilitate small business participation in subcontracting under this contract, the Contractor agrees to provide progress payments on the fixed-price types of subcontracts of those subcontracts which are small

business concerns, in conformity with the standards for customary progress payments stated in the Federal Procurement Regulations, Subpart 1-30.5, as in effect on the date of this contract. The Contractor further agrees that the need for such progress payments will not be considered as a handicap or adverse factor in the award of subcontracts.

4/1

General Provision 44

CLEAN AIR AND WATER CLAUSE

(a) The Contractor Agrees as follows:

(i) To comply with all the requirements of Section 114 of the Clean Air Act, as amended (42 U.S.C. 1857, Et Seq., as amended by public law 91-604) and Section 305 of the Federal Water Pollution Control Act (33 U.S.C. 1251, as amended by public law 92-100), respectively, relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in Section 114 and Section 305 of the Air Act and the Water Act, respectively, and all regulations and guidelines issued thereunder before the award of this contract.

(ii) That no portion of the work required by this prime contract will be performed in a facility listed on the Environmental Protection Agency list of violating facilities on the date when this contract was awarded unless and until the EPA eliminates the name of such facility or facilities from such listing.

(iii) To use his best efforts to comply with clean air standards and clean water standards at the facilities in which the contract is being performed.

(iv) To insert the substance of the provisions of this clause in any nonexempt subcontract, including this paragraph (iv).

Best Available Document

(b) The terms used in this clause have the following meanings:

(i) The term "Air Act" means the Clean Air Act, as amended (42 U.S.C. 1857 Et Seq., as amended by public law 91-504).

(ii) The term "Water Act" means Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 Et. Seq., as amended by public law 92-500).

(iii) The term "Clean Air Standards" means any enforceable rules, regulations, guidelines, standards, limitations, orders, controls, prohibitions, or other requirements which are contained in issued under or otherwise adopted pursuant to the Air Act or Executive Order 11738, an applicable implementation plan as described in Section 110 (c) of the Clean Air Act (42 U.S.C. 1857c-5(d)), an approved implementation procedure or plan under Section 111(c) or Section 111(d), respectively, of the Air Act (42 U.S.C. 1857c-6(c) or (d)), or an approved implementation procedure under Section 112. (d) of the Air Act (42 U.S.C. 1857c-7(d)).

(iv) The term "Clean Water Standards" means any enforceable limitation, control, condition, prohibition, standard, or other requirement which is promulgated pursuant to the Water Act or contained in a permit issued to a discharger by the Environmental Protection Agency or by a state under an approved program, as authorized by Section 402 of the Water Act (33 U.S.C. 1342), or by a local government to ensure compliance with pretreatment

Best Available Document

regulations as required by Section 307 of the Water Act (33 U.S.C. 1317).

(v) The term "compliance" means compliance with clean air or water standards. Compliance shall also mean compliance with a schedule or plan ordered or approved by a court of competent jurisdiction, the Environmental Protection Agency or an Air or Water Pollution Control Agency in accordance with the requirement of the Air Act or Water Act and regulations issued pursuant thereto.

(vi) The term "facility" means any building, plant, installation, structure, mine, vessel or other floating craft, location, or site of operations, owned, leased, or supervised by a contractor subcontractor, to be utilized in the performance of a contract or subcontract. Where a location or site of operations contains or includes more than one building, plant, installation, or structure, the entire location shall be deemed to be a facility except where the director, Office of Federal Activities, Environmental Protection Agency, determines that independent facilities are collocated in one geographical area.

Best Available Document

44

ATTACHMENT D

General Provision No. 45

COST ACCOUNTING STANDARDS

(a) Unless the Cost Accounting Standards Board, or the General Services Administration in the case of nondefense contracts, has prescribed rules of regulations exempting the Contractor or this contract from standards, rules, and regulations promulgated pursuant pursuant to 50 U.S.C. App. 2168 (P.L. 91-379, August 15, 1970), or other statutory authority, the Contractor, in connection with this contract shall:

(1) By submission of a Disclosure Statement, disclose in writing his cost accounting practices as required by regulations of the Cost Accounting Standards Board. The required disclosures must be made prior to contract award unless the Contracting Officer provides a written notice to the Contractor authorizing postaward submission in accordance with regulations of the Cost Accounting Standards Board. The practices disclosed for this contract shall be the same as the practices currently disclosed and applied on all other contracts and subcontracts being performed by the Contractor and which contain this Cost Accounting Standards clause. If the Contractor has notified the Contracting Officer that the Disclosure Statement contains trade secrets and commercial or financial information which is privileged and confidential, the Disclosure Statement will not be released outside of the Government.

Best Available Document

45

(2) Follow consistently the cost accounting practices disclosed pursuant to (1), above, in accumulating and reporting contract performance cost data concerning this contract. If any change in disclosed practices is made for purposes of any contract or subcontract subject to Cost Accounting Standards Board requirements, the change must be applied prospectively to this contract, and the Disclosure Statement must be amended accordingly. If the contract price or cost allowance of this contract is affected by such changes, adjustment shall be made in accordance with subparagraph (a) (4) or (a) (5), below, as appropriate.

(3) Comply with all Cost Accounting Standards in effect on the date of award of this contract or if the Contractor has submitted cost or pricing data, on the date of final agreement on price as shown on the Contractor's signed certificate of current cost or pricing data. The Contractor shall also comply with any Cost Accounting Standard which hereafter becomes applicable to a contract or subcontract of the Contractor. Such compliance shall be required prospectively from the date of applicability to such contract or subcontract.

(4) (A) Agree to an equitable adjustment (as provided in the Changes clause of this contract, if any) if the contract cost is affected by a change which, pursuant to (3) above, the Contractor is required to make to his established cost accounting practices whether such practices are covered by a Disclosure Statement or not.

(B) Negotiate with the Contracting Officer to determine the terms and conditions under which a change to either a disclosed cost accounting practice or an established cost accounting practice, other than a change under (4) (A), above, may be made. A change to a practice may be proposed by either the Government or the Contractor, provided, however, that no agreement may be made under this provision that will increase costs paid by the United States.

(5) Agree to an adjustment of the contract price or cost allowance, as appropriate, if he or a subcontractor fails to comply with an applicable Cost Accounting Standard or to follow any practice disclosed pursuant to subparagraphs (a) (1) and (a) (2), above, and such failure results in any increased costs paid by the United States. Such adjustment shall provide for recovery of the increased costs to the United States together with interest thereon computed at the rate determined by the Secretary of the Treasury pursuant to P.L. 92-41, 85 Stat. 97, or 7 percent per annum, whichever is less, from the time the payment by the United States was made to the time the adjustment is effected.

(b) If the parties fail to agree whether the Contractor or a subcontractor has complied with an applicable Cost Accounting Standard, rule, or regulation of the Cost Accounting Standards Board and as to any cost adjustment demanded by the United States, such failure to agree shall be a dispute concerning a question of fact within the meaning of the Disputes' clause for this contract.

(c) The Contractor shall permit any authorized representatives of the head

of the agency, of the Cost Accounting Standards Board, or of the Comptroller General of the United States to examine and make copies of any documents, papers, or records relating to compliance with the requirements of this clause.

(d) The Contractor shall include in all negotiated subcontracts which he enters into the substance of this clause except paragraph (b), and shall require such inclusion in all other subcontracts of any tier, except that this requirement shall apply only to negotiated subcontracts in excess of \$100,000 where the price negotiated is not based on:

(1) Established catalog or market prices of commercial items sold in substantial quantities to the general public; or

(2) Prices set by law or regulation, and except that the requirement shall not apply to negotiated subcontracts otherwise exempt from the requirement to accept the Cost Accounting Standards clause by reason of 331.30(b) of Title 4, Code of Federal Regulation (4 CFR 331.30(b)) or 1-3.1203 (a)(2) of Title 41, Code of Federal Regulations (41 CFR 1-3.1203(a)(2)).

However, if this is a contract with an agency which permits subcontractors to appeal final decisions of the Contracting Officer directly to the head of the agency or his duly authorized representative, then the Contractor shall include the substance of paragraph (b) as well.

4A

NOTE: (1) Subcontractors shall be required to submit their Disclosure Statements to the Contractor. However, if a subcontractor has previously submitted his Disclosure Statement to a Government Contracting Officer he may satisfy that requirement by certifying to the Contractor the date of such Statement and the address of the Contracting Officer.

(2) In any case where a subcontractor determines that the Disclosure Statement information is privileged and confidential and declines to provide it to his Contractor or higher tier subcontractor, the Contractor may authorize direct submission of that subcontractor's Disclosure Statement to the same Government offices to which the Contractor was required to make submission of his Disclosure Statement. Such authorization shall in no way relieve the Contractor of liability as provided in paragraph (a)(5) of this clause. In view of the foregoing and since the contract may be subject to adjustment under this clause by reason of any failure to comply with rules, regulations, and standards of the Cost Accounting Standards Board in connection with covered subcontracts, it is expected that the Contractor may wish to include a clause in each such subcontract requiring the subcontractor to appropriately indemnify the Contractor. However, the inclusion of such a clause and the terms thereof are matters for negotiation and agreement between the Contractor and the

subcontractor, provided that they do not conflict with the duties of the Contractor under its contract with the Government. It is also expected that any subcontractor subject to such indemnification will generally require substantially similar indemnification to be submitted by his subcontractors.

(e) The terms defined in Sec. 331.20 of Part 331 of Title 4, Code of Federal Regulations (4 CFR 331.20) shall have the same meanings herein. As there defined, "negotiated subcontract" means "any subcontract except a firm fixed-price subcontract made by a Contractor or subcontractor after receiving offers from at least two firms not associated with each other or such Contractor or subcontractor, providing (1) the solicitation to all competing firms is identical, (2) price is the only consideration in selecting the subcontractor from among the competing firms solicited, and (3) the lowest offer received in compliance with the solicitation from among those solicited is accepted."

FORM 5 FOR INTERNATIONAL DEVELOPMENT

TASK ORDER NO. _____ TO

BASIC ORDERING AGREEMENT NO. AID/csd-_____

HEREBY AUTHORIZED PURSUANT TO THE POLICY AND ADMINISTRATION ACT OF 1961, AS AMENDED, AND BY SUPPLEMENTARY ORDER 11823

AUTHORIZED ORDERING ACTIVITY Cognizant Scientific/Technical Office	CONTRACTOR (NAME AND ADDRESS) Name
EFFECTIVE DATE (IF APPLICABLE)	Street Address City, State, Zip Code
ESTIMATED COMPLETION DATE	MAIL VOUCHERS (original and 3 copies) TO:
	Agency for International Development Office of Controller Washington, D. C. 20523

ACCOUNTING AND APPROPRIATION DATA

Amount Obligated: _____

Appropriation No.: _____

Allotment No.: _____

PIO/T: _____

The United States of America, hereinafter called the Government, represented by the Contracting Officer executing this Task Order, and the Contractor, agree as follows: (1) That the Contractor shall perform all the services set forth in this Task Order; (2) That this Task Order is formed pursuant to the terms of Basic Ordering Agreement No. AID/csd-_____; and, (3) That the entire contract between the parties hereto consists of: (a) This Task Order including the Cover Page, the Schedule and Additional Provisions (if any); and (b) Basic Ordering Agreement No. AID/csd-_____. To the extent of any inconsistency between the Basic Ordering Agreement and this Task Order, this Task Order shall control.

NAME OF CONTRACTOR	UNITED STATES OF AMERICA AGENCY FOR INTERNATIONAL DEVELOPMENT
BY (Signature of Authorized Individual)	BY (Signature of Contracting Officer)
TYPED OR PRINTED NAME	TYPED OR PRINTED NAME
TITLE Best Available Document	TITLE Contracting Officer
DATE	DATE

GENERAL PROVISIONS

Cost Reimbursement Type Contract

INDEX OF CLAUSES

1. Definitions
2. Changes
3. Biographical Data
4. Leave and Holidays
5. Travel and Transportation Expenses
6. Standards of Work
7. Inspection
8. Limitation of Cost
9. Allowable Cost, Fixed Fee, and Payment
10. Negotiated Overhead Rates
11. Assignment of Claims
12. Examination of Records by Comptroller General
13. Price Reduction for Defective Cost or Pricing Data
14. Audit
15. Subcontractor Cost and Pricing Data
16. Reports
17. Source Requirements of Procurement of Equipment, Vehicles, Materials, Supplies, and Services
18. Subcontracts and Purchase Orders
19. Government Property
20. Utilization of Small Business Concerns
21. Utilization of Labor Surplus Area Concerns
22. Insurance - Liability to Third Persons
23. Termination for Default or for Convenience of the Government
24. Excusable Delays
25. Stop Work Order
26. Disputes
27. Authorization and Consent
28. Notice and Assistance Regarding Patent and Copyright Infringement
29. Patent Provisions and Publication of Results
30. Rights in Data
31. Release of Information
32. Equal Opportunity
33. Convict Labor
34. Walsh-Healey Public Contracts Act
35. Officials Not to Benefit
36. Covenant Against Contingent Fees
37. Language, Weights and Measures
38. Security Requirements
39. Utilization of Minority Business Enterprises
40. Listing of Employment Openings
41. Payment of Interest on Contractors' Claims
42. Employment of the Handicapped
43. Notices

1. DEFINITIONS (DEC. 1970)

(a) "Administrator" shall mean the Administrator or the Deputy Administrator of the Agency for International Development.

(b) "AID" shall mean the Agency for International Development.

(c) "Consultant" shall mean any especially well qualified person who is engaged, on a temporary or intermittent basis to advise the Contractor and who is not an officer or employee of the Contractor who performs other duties for the Contractor.

(d) "Contracting Officer" shall mean the person executing this contract on behalf of the United States Government, and any other Government employee who is a properly designated Contracting Officer, and the term includes, except as otherwise provided in this contract, the authorized representative of a Contracting Officer acting within the limits of his authority.

(e) "Contractor Employee" shall mean an employee of the Contractor assigned to work under this contract.

(f) "Cooperating Country or Countries" shall mean the foreign country or countries in or for which services are to be rendered hereunder.

(g) "Cooperating Government" shall mean the government of the Cooperating Country.

(h) "Economy Class" air travel (also known as jet economy, air coach, tourist class, etc.) shall mean a class of air travel which is less than first class.

(i) "Federal Procurement Regulations (FPR)," when referred to herein shall include Agency for International Development Procurement Regulations (AIDPR).

(j) "Government" shall mean the United States Government.

(k) "Mission" shall mean the United States AID Mission to, or principal AID office in, the Cooperating Country.

(l) "Mission Director" shall mean the principal officer in the Mission in the Cooperating Country, or his designated representative.

2. CHANGES (DEC. 1970)

(a) The Contracting Officer may at any time, by a written order, and without notice to the sureties, if any, make changes, within the general scope of this contract, in any one or more of the following: (1) statement of work or services, (2) drawings, designs, or specifications, (3) method of shipment or packing, (4) place of inspection, delivery, or acceptance, and (5) the amount of logistic support and property of the United States or Cooperating Government to be furnished or made available to the Contractor for

50

ADDITIONAL GENERAL PROVISIONS

COST REIMBURSEMENT TYPE CONTRACT

(Additional General Provisions for Overseas Cost Type Contract are also attached hereto, and except for the clauses omitted as specified on the preceding pages, such Additional General Provisions are incorporated in this contract.)

INDEX OF CLAUSES

1. Definitions
2. Leave and Holidays
3. Travel Expenses
4. Transportation and Storage Expenses
5. Title to and Care of Property
6. Marking
7. Personnel
8. Differential and Allowances
9. Conversion of United States Dollars to Local Currency
10. Orientation and Language Training
11. Insurance—Workmen's Compensation, Private Automobiles, Marine and Air Cargo
12. Services Provided to Contractor
13. Post Privileges
14. Contractor-Mission Relationships
15. Notice of Changes in Regulations

1. DEFINITIONS (SEPT. 1974)

(a) "Dependents" shall mean:

- (1) Spouse
- (2) Children (including step and adopted children) who are unmarried and under 21 years of age or, regardless of age, are incapable of self support
- (3) Parents (including step and legally adoptive parents) of the employee or of the spouse, when such parents are at least 51 percent dependent on the employee for support
- (4) Sisters and Brothers (including step or adoptive sisters or brothers) of the employee, or of the spouse, when such sisters and brothers are at least 51 percent dependent on the employee for support, unmarried and under 21 years of age, or regardless of age, are incapable of self support

(b) "Local Currency" shall mean the currency of the Cooperating Country.

(c) "Regular Employee" shall mean a Contractor employee appointed to serve one year or more in the Cooperating Country.

(d) "Short-Term Employee" shall mean a Contractor employee appointed to serve less than one year in the Cooperating Country.

(e) "Traveler" shall mean Contractor's Regular Employees, Dependents of the Contractor's Regular Employees, the Contractor's Short-Term Employees, Consultants and, as authorized by the Contracting Officer, the Contractor's Officers and Executives, or other persons.

(f) "Contractor's Chief of Party" shall mean the representative of the Contractor in the Cooperating Country who shall be responsible for supervision of the performance of all duties undertaken by the Contractor in the Cooperating Country.

2. LEAVE AND HOLIDAYS (SEPT. 1974)

(a) *Vacation Leave Overseas.*

(1) The Contractor may grant to his employees working overseas under this Contract, vacations of reasonable duration in accordance with the Contractor's established practice for his employees, but in no event shall such vacation leave be earned at a rate exceeding twenty-six (26) work days per annum. Vacation leave is provided under this Contract primarily for purposes of affording necessary rest and recreation to regular employees during their tour of duty in the cooperating country. The Contractor's Chief of Party, the employee and the cooperating country institution associated with this project shall develop vacation leave schedules early in the employee's tour of duty taking into consideration project requirements, employee preference, and other factors.

(2) Leave taken during the concluding weeks of an employee's tour shall be included in the established leave schedule and be limited to that amount of leave which can be earned during a twelve month period unless approved in accordance with paragraph (3) below.

(3) Vacation leave earned but not taken by the end of the employee's tour pursuant to (1) and (2) above will be forfeited, unless the requirements of the project precluded the employee from taking such leave and the contracting officer, with the endorsement of the mission, approves one of the following as an alternative:

(i) Taking, during the concluding weeks of the employee's tour, leave not permitted under (2) above, or

(ii) Lump-sum payment for leave not taken provided such leave does not exceed the number of days which can be earned by the employee during a twelve month period.

59