

PD FCG 165

<b>CONTRACT/AGREEMENT DATA SHEET</b>	1. M/SER/AAM/A/SUP Action Monitor	2. Date PIOT Received in M/CER/AAM/A/SUP  3 / 29 / 90
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COMPLETE EACH BLOCK FOR BOTH NEW ASSISTANCE/ACQUISITION AND MODIFICATION ACTIONS

3. Contract/Agreement/Number 306-0210-C-00-0820-00	
4. Contractor/Recipient Name Development Alternatives Inc. DAI	5. Contractor Acronym DAI
6. Project Title Narcotics Awareness Control Project	7. Project Number 306-0210
8. Project Officer's Name P. Oakley and G. Lewis	9. Bureau or US/IO Symbol AID/REP

10. PIOT Number 306-0210-3-00023	21. Budget Plan Code QDNA-90-27306-KG13
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11. TYPE OF ACTION A. New Acquisition/Assistance B. Amendment/Modification 1. New/Revised Scope 2. Funded Extension 3. No Cost Extension 4. Transfer of action from AID/W to Mission/Mission to AID/W 5. Incremental Funding 6. Overhead Rate Adjustment 7. Contract Closeout 8. Other  FAR  C FPR or FAR _____	A
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22. Country or Region of Performance  Afghanistan/Pakistan
23. A. This Action Increases or Decreases TEC by \$ -0-
B. Total Estimated Cost of Contractual Document \$ -11,235,056
24. Amount of Non-Federal Funds Pledged to the Project  -0-

12. Amount of this PIOT U.S. \$ 2,935,000
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25. Effective Date of this Action  5 / 17 / 90
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13. Amount <input checked="" type="checkbox"/> Obligated <input type="checkbox"/> Subobligated <input type="checkbox"/> Deobligated by this Contract or Amendment U.S. \$ 2,935,000
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26. Estimated Completion/Expiration Date  5 / 16 / 93
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14. Cumulative Obligation (Life of Contract) U.S. \$ 2,935,000
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27. Contractor DUNS Number  06-678-1956
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15. This Action Funded Through  2 / 28 / 91
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28. Consultant Type Award  <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
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16. Date Contractual Documents Signed by AID Official  5 / 17 / 90 ✓
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29. Number of Person Months (PASA/RSSA only)  N/A
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17. Incrementally Funded Contracts  <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
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30. Number of Persons (PASA/RSSA only)  N/A
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18. Host Country/Counterpart Institution (University Contracts)  N/A
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31. CONTRACT TYPE A. Fixed Price (specify: <input type="checkbox"/> FPA <input type="checkbox"/> FPRD <input type="checkbox"/> FPEPA <input type="checkbox"/> FPI) B. Cost Reimbursement specify: <input type="checkbox"/> CR <input checked="" type="checkbox"/> CRF <input type="checkbox"/> CS <input type="checkbox"/> CRAF <input type="checkbox"/> CRIF C. IOC and Requirements Contracts D. Grant/CA/PASA/RSSA E. Contracts with Individuals	B
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19. Campus Coordinator (University Contract)  N/A
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20. ADVANCE A. No Advance B. Advance Non-FRLC C. Advance FRLC	A
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32. Negotiator's Typed Name  M. Yaqub Khan
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33. Negotiator's Signature 
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34. Date Signed  5 / 17 / 90
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35. Contract/Grant Officer's Organization Symbol  Sharon L. Cromer
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36. Contract/Grant Officer's Signature 
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37. Date Signed  5 / 17 / 90
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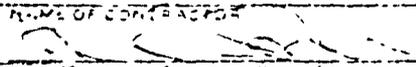
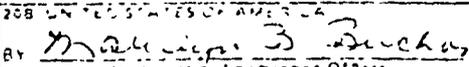
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 COORS Section

<b>38. SUBJECT TO STATUTORY REQUIREMENT</b> <div style="text-align: right; border: 1px solid black; width: 30px; height: 30px; margin: 0 auto; display: flex; align-items: center; justify-content: center;">E</div> <p>A. Walsh-Healey Act, Manufacturer*</p> <p>B. Walsh-Healey Act, Regular Dealer*</p> <p>C. Service Contract Act <i>(U.S. ONLY - Guards, Maintenance, Laborers)</i></p> <p>D. Davis-Bacon Act <i>(Construction)</i></p> <p>E. Not subject to Walsh-Bacon Act <i>(Most AID Contracts)</i></p> <p><i>**Equipment, Supplies, Materials, and Commodities</i></p> <hr/> <b>39. Country of Manufacture</b> <div style="text-align: right; border: 1px solid black; width: 30px; height: 30px; margin: 0 auto; display: flex; align-items: center; justify-content: center;">NA</div> <hr/> <b>40. CURRENCY INDICATOR</b> <div style="text-align: right; border: 1px solid black; width: 30px; height: 30px; margin: 0 auto; display: flex; align-items: center; justify-content: center;">A</div> <p>A. U.S. Dollar</p> <p>B. Local Currency</p> <p>C. Combination</p> <p>D. Unfunded</p> <hr/> <b>41. SUBCONTRACTS</b> Is there a provision for a subcontract? <i>(Contracts only)</i> <div style="display: flex; justify-content: space-around; margin-top: 5px;"> <input checked="" type="checkbox"/> YES         <input type="checkbox"/> NO       </div> <hr/> <b>42. TYPE OF SERVICE</b> <div style="text-align: right; border: 1px solid black; width: 30px; height: 30px; margin: 0 auto; display: flex; align-items: center; justify-content: center;">B</div> <p>A. Training of Participants</p> <p>B. Technical Assistance to Host Country <i>(Program, Project related except A&amp;E Services)</i></p> <p>C. A&amp;E Services</p> <p>D. Construction</p> <p>E. Research</p> <p>F. Technical Services to AID <i>(other than training; usually operating expense)</i></p> <p>G. Training Service for AID</p> <p>H. Equipment, Materials, Supplies, Commodities</p> <p>I. Translation Service</p> <hr/> <b>43. CONTRACT/AGREEMENT SOURCE</b> <div style="text-align: right; border: 1px solid black; width: 30px; height: 30px; margin: 0 auto; display: flex; align-items: center; justify-content: center;">A</div> <p>A. U.S. Contractor/Grantee</p> <p>B. Non-U.S. Contractor/Grantee</p> <p>C. Combination of A &amp; B</p> <hr/> <b>44. TYPE OF AMERICAN OWNERSHIP</b> <i>(U.S. Persons or Firms Only)</i> <div style="text-align: right; border: 1px solid black; width: 30px; height: 30px; margin: 0 auto; display: flex; align-items: center; justify-content: center;">G</div> <p>Minority</p> <p>A. Asian/Pacific Islander</p> <p>B. Black American</p> <p>C. American Aleuts or Eskimos</p> <p>D. American Indian</p> <p>E. Hispanic</p> <p>G. Non-Minority</p> <hr/> <b>45. METHOD OF SOLICITATION</b> <div style="text-align: right; border: 1px solid black; width: 30px; height: 30px; margin: 0 auto; display: flex; align-items: center; justify-content: center;">B</div> <p>A. Sealed Bid</p> <p>B. Competitive Proposal</p> <p>C. Combination/Competition</p> <p>D. Other Competition</p> <p>E. Noncompetitive</p>	<b>46. LABOR SURPLUS AREA PREFERENCE</b> <div style="text-align: right; border: 1px solid black; width: 30px; height: 30px; margin: 0 auto; display: flex; align-items: center; justify-content: center;">NA</div> <p>Labor Surplus Area</p> <p>A. No Preference</p> <p>B. Tie Bid Preference</p> <p>C. Total Set Aside</p> <p>D. Not a Labor Surplus Area Preference Award</p> <hr/> <b>47. TYPE OF BUSINESS</b> <div style="text-align: right; border: 1px solid black; width: 30px; height: 30px; margin: 0 auto; display: flex; align-items: center; justify-content: center;">C</div> <p>A. Source: Non-U.S. and Used Outside U.S. &amp; Possessions</p> <p>B. Source: Non-U.S. and Possessions <i>(Foreign Purchases Used Inside U.S.)</i> <i>(If U.S. Source, complete C through O)</i></p> <p>C. Firm - Profit Making &amp; PSC's</p> <p>Non-Profit Organizations</p> <p>D. Private Educational Organizations</p> <p>E. Hospitals</p> <p>F. Research Institutions, Foundations, and Laboratories</p> <p>G. Other</p> <p>Private Voluntary Organizations</p> <p>H. U.S. Registered</p> <p>I. U.S. Non-Registered</p> <p>J. Foreign</p> <p>State/Local Government</p> <p>K. Educational Institutions</p> <p>L. Hospitals</p> <p>M. Research Organizations</p> <p>N. Other</p> <p>O. International Agricultural Research Organizations</p> <p>P. Public International Organizations</p> <p>Q. U.S. Cooperatives</p> <hr/> <b>48. Women Owned Business?</b> <div style="display: flex; justify-content: space-around; margin-top: 5px;"> <input type="checkbox"/> YES         <input checked="" type="checkbox"/> NO       </div> <hr/> <b>49. TYPE OF AWARD</b> <div style="text-align: right; border: 1px solid black; width: 30px; height: 30px; margin: 0 auto; display: flex; align-items: center; justify-content: center;">I</div> <p>Small Business</p> <p>A. Not Set Aside</p> <p>B. Partial Set Aside</p> <p>C. Total Set Aside</p> <p>Other Than Small Business</p> <p>D. Personal Service Contract</p> <p>E. Individual Non-Personal Service Contract</p> <p>F. U.S. Government</p> <p>G. University</p> <p>H. Non-Profit Organizations and PVOs *</p> <p>I. Large Businesses</p> <hr/> <b>50. Paying Office.</b> <span style="float: right;">O/FM, USAID/Islamabad</span> . Payment will be made by
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<b>51. SYNOPSIS PRIOR TO AWARD</b>  A. Synopsized prior to awards B. Not synopsized due to emergency C. Not synopsized for other reasons	<b>54. APPLICABILITY OF COMPETITION IN CONTRACT ACT (CICA)</b> 1. Pre-CICA 2. Post-CICA
<b>52. COMPETITIVE SOLICITATION PROCEDURES</b>  A. Normal full and open competition * B. Architect - Engineer C. Basic Research Proposal D. Multiple Award Schedule E. Alternate Source - Reduced Cost F. Alternate Source - Mobilization G. Alternate Source - Engineering/R&D Capability H. Small Business Set-Aside J. Labor Surplus Area Set-Aside K. LSA/Small Business Set-Aside L. Other than full and open competition M. Small Purchases N. B(a) Program P. Otherwise authorized by statute <i>*If, 'A', block 57 must be completed</i>	<b>55. AUTHORITY FOR OTHER THAN FULL &amp; OPEN COMPETITION</b>  A. Unique Source B. Follow-on Contract C. Unsolicited Research Proposal D. Patent/Data Rights E. Utilities F. Standardization G. Only One Source - Other H. Urgency J. Mobilization K. Essential R&D Capability L. International Agreement M. Authorized by Statute * N. Authorized Resale P. National Security Q. Public Interest <i>*If 'M', block 56 must be completed</i>
<b>53. NUMBER OF OFFERORS</b>  1. Only one offeror 2. More than one offeror	<b>56. SPECIAL AUTHORITY FOR NON-COMPETITIVE ACTIONS</b> <i>(Impairment of Foreign AID Programs) Authorized Under AIDAR Sec. 706.302.70(b)(3)</i>  1. PSC's Awarded Under Sec. 636(a)(3) 2. An Award of \$100,000 or Less by an Overseas Contracting Act 3. Written Determination by Assistant Administrator or Administrator 4. None of the above.
	<b>57. SPECIAL SELECTION PROCEDURES</b>  1. University Selection Procedures 2. Collaborative Assistance Procedures 3. None of the above

ORIGINAL

AWARD/CONTRACT		1 THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING		PAGE OF PAGES 1 39	
2 CONTRACT # (Proc Inst Ident) NO 306-0210-C-00-0820-00		3 EFFECTIVE DATE May 17, 1990		4 REQUISITION, PURCHASE REQUEST/P.R. SUBJECT NO 306-0210-3-00023			
ISSUED BY Contracting Officer USAID/Islamabad Department of State Washington, DC 20523		CODE 0/CC:MYK		6 ADMINISTERED BY (If other than Item 5)			
7 NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, State and ZIP Code) Development Alternatives Inc. 624 Ninth Street, N.W. Sixth Floor, Washington, DC 20001				8 DELIVERY <input type="checkbox"/> FOB ORIGIN <input type="checkbox"/> OTHER (See below)			
9 DISCOUNT FOR PROMPT PAYMENT				10 SUBMIT INVOICES (If copies unless otherwise specified, TO THE ADDRESS SHOWN IN ITEM 12) 12			
11 NAME TO/MAKE FOR AID/REP for Afghanistan Affairs American Embassy, Islamabad		FACILITY CODE 0/AID/REP		12 PAYMENT WILL BE MADE BY Office of Financial Management USAID/Islamabad			
13 AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION <input type="checkbox"/> 10 USC 2322(c)(1) <input type="checkbox"/> 41 USC 253(c)(1)				14 ACCOUNTING AND APPROPRIATION E.T.A. Appropriation 72-1101021 Allotment ODNA-90-27306-KG13			
15A ITEM AND		15B SUPPLIES/SERVICES		15C QUANTITY		15D UNIT	15E UNIT PRICE
15F AMOUNT		15G TOTAL AMOUNT OF CONTRACT P.S. 11,235,056					
16 TABLE OF CONTENTS							
17	18	19	20	21	22	23	24
DESCRIPTION	PAGES	DESCRIPTION	PAGES	DESCRIPTION	PAGES	DESCRIPTION	PAGES
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
X A	SOLICITATION CONTRACT FORM		X I	CONTRACT CLAUSES			
X B	SUPPLIES OR SERVICES AND PRICES/COSTS		PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH				
X C	DESCRIPTION, SPECS AND STATEMENT		J	LIST OF ATTACHMENTS			
X D	PACKAGING AND MARKING		PART IV - REPRESENTATIONS AND INSTRUCTIONS				
X E	INSPECTION AND ACCEPTANCE		K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS			
X F	DELIVERIES OR PERFORMANCE		L	NOTICES, CONDITIONS AND NOTICES TO OFFERORS			
X G	CONTRACT ADMINISTRATION DATA		M	EVALUATION FACTORS FOR AWARD			
X H	SPECIAL CONTRACT REQUIREMENTS						
CONTRACTING OFFICER WILL COMPLETE THIS TABLE IF AS APPLICABLE							
17 <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return copies to issuing office. Contractor will sign to certify and be held by terms of performance of the services by forth of drawings, identified pages and on any continuation sheets for the negotiation 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 previous negotiations, representations, certifications, and specifications as are attached or incorporated by reference herein. (See Amendment included herein.)				18 <input type="checkbox"/> AWARD (Contractor is not required to sign this document. You offer on Schedule Number _____ including the additions or changes made by you which additions or changes are set forth in the addenda hereby accepted as to the items listed above and on any continuation sheets. This award constitutes the contract which consists of the following documents: (a) the Government's solicitation and offer, and (b) the award contract and further contractual documents, if any.			
19A NAME AND TITLE OF SIGNER (Type or print) John E. Soden, DAI				19B NAME OF CONTRACTING OFFICER Marilyn B. Buchan, Contracting Officer			
19B NAME OF CONTRACTOR BY 		19C DATE SIGNED 5/17/1990		19B NAME OF CONTRACTING OFFICER BY 		19C DATE SIGNED 5/17/1990	

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PREVIOUS EDITION UNUSABLE

25-105

STANDARD FORM 25 (REV. 4-85)  
PREPARED BY GSA  
FAR (48 CFR) 53.214(a)

U.S. GOVERNMENT PRINTING OFFICE: 1983 O-31-231911

53-17

Best Available Document

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PART I

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

The Contractor shall, except as otherwise specifically stated herein, furnish all services described in the contract for the estimated cost and fixed fee.

1. ESTIMATED COST, LIMITATION OF FUNDS, AND FIXED FEE

A. The total estimated cost for performance of the work identified as Technical Assistance in this contract, exclusive of the fixed fee, is \$3,570,519. The fixed fee is \$264,537. The total estimated cost for Technical Assistance plus Fixed Fee is \$3,835,056.

B. This contract is incrementally funded. The amount of funds currently obligated to this contract, by major line item, for performance hereunder are:

1. Technical Assistance:	\$1,250,000
2. Logistical Support:	250,000
3. Program Costs:	<u>1,435,000</u>

TOTAL AMOUNT OBLIGATED: \$2,935,000

The Contractor shall not exceed any of these amounts, unless authorized by the Contracting Officer pursuant to the clause of this contract entitled "Limitation of Cost" (FAR 52.232-20) or "Limitation of Funds" (FAR 52.232-22), as applicable (see Section I of this contract).

C. The amount obligated to this contract is expected to support contract performance through February 28, 1991.

D. Additional funds up to the total estimated amount of the contract may be obligated by A.I.D. subject to the availability of funds. See clause entitled "Limitation of Funds" (FAR 52.232-22).

2. 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. Without the prior written approval of the A.I.D. Contracting Officer (which must be retained by the Contractor for audit purposes), the Contractor may not exceed the estimated dollar cost for any individual line item of cost shown below by more than (fifteen) 15% of such line item, except for indirect costs (e.g. overhead, G&A), which are governed by the Articles entitled "establishment of Indirect Cost Rates" and "Advance Understanding on Ceiling Indirect Cost Rates and Final Reimbursement for Indirect Costs". The fee, logistic support and program line items are fixed.

'B.' Itemized Budget

<u>Category</u>	<u>BASE PERIOD</u>	<u>OPTION YR 1</u>	<u>OPTION YR 2</u>
I. TECHNICAL ASSISTANCE:			
1. Home Office Support	\$49,178	\$ 16,652	\$ 17,485
2. Salaries & Wages	729,540	214,176	224,883
3. Fringe Benefits	63,710	22,489	23,613
4. Subcontracting	933,121	330,628	352,149
5. Local Staff	313,383	115,079	120,831
6. Travel	270,911	65,057	95,978
7. Allowances/Per Diem	284,318	78,608	84,612
8. Other Direct Costs	207,408	55,751	59,182
9. Overhead	<u>718,950</u>	<u>221,984</u>	<u>233,080</u>
Subtotal:	\$3,570,519	\$1,120,424	\$1,211,813
10. Fee	264,537	83,023	89,795
Total Cost plus Fixed Fee:	\$3,835,056	\$1,203,447	\$1,301,608
II. LOGISTIC SUPPORT:	750,000	-0-	-0-
III. PROGRAM COSTS:	6,650,000		
TOTAL ESTIMATED COSTS:	\$11,235,056	\$1,203,447	\$1,301,608

NOTE: The inclusion of a dollar amount for subcontract(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 any other provisions of this contract for prior written approval by the A.I.D. official indicated therein.

C. 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.

3. INDIRECT COSTS

A. ESTABLISHMENT OF INDIRECT COST RATES

Pursuant to the provisions of the clause of this contract entitled "Allowable Cost and Payment (APR 1984)", a rate or rates shall be established for each of the Contractor's accounting periods which apply to this contract. Pending establishment of revised provisional or final indirect cost rates for each of the Contractor's accounting periods which apply to this contract, provisional payment on account of allowable indirect costs shall be made on the basis of the following negotiated provisional rate(s) applied to the base(s) which are set forth below:

(a) Overhead

Home Office	75%	12/1/89 Until Amended	Direct Labor plus Fringe
Field Office	65%	-do-	Direct Labor plus Fringe

(b) Fringe Benefits

Home Office	25%	-do-	Direct Labor
Field Office	9%	-do-	Direct Labor

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

1. Notwithstanding any other provision of this contract to the contrary, for each of the Contractor's accounting periods during the term of this contract, including subsequent extensions, the parties agree as follows:

(a) The distribution base for establishment of the final Home Office Overhead rate is: Direct Labor plus Fringe Benefits.

(b) The distribution base for establishment of the final Field Office Overhead rate is: Direct Labor plus Fringe Benefits.

(c) The distribution base for establishment of the final Home Office Fringe Benefits rate is: Direct Labor.

(d) The distribution base for establishment of the final Field Office Fringe Benefits rate is: Direct Labor.

2. 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.

3. Reimbursement for indirect costs shall be at final negotiated rates, but not in excess of the following ceiling rates:

<u>Type of Rate</u>	<u>Rate</u>	<u>Base</u>
(a) <u>Overhead</u>		
Home Office	80%	Direct Labor plus Fringe
Field Office	70%	Direct Labor plus Fringe
(b) <u>Fringe Benefits</u>		
Home Office	28%	Direct Labor
Field Office	12%	Direct Labor

4. The Government shall not be obligated to pay any additional amount on account of indirect costs above the ceiling rates established in this contract. Final indirect costs exceeding the rate(s) applied to the base(s) shown above shall be absorbed by the Contractor.

This advance understanding shall not change any monetary ceiling, cost limitation, or obligation established in this contract.

A. United States Dollar Cost

Reimbursement of United States dollar costs incurred under this contract shall be paid to the Contractor as described in the clauses of this contract entitled "Allowable Cost and Payment" (FAR 52.216-7) and "Documentation for Payment" (AIDAR 752.7003), and shall be limited to reasonable, allocable, and necessary costs determined in accordance with the clause of this contract entitled "Allowable Cost and Payment" (FAR 52.216-7).

B. Logistic Support

1. Logistical support will be provided by A.I.D. in accordance with current Embassy and Mission policies which may be amended from time to time. Support services include:
  - (a) Office space
  - (b) Office equipment (will be provided by another Contractor, not USAID)
  - (c) Housing, Utilities, Household furniture and appliances
  - (d) Vehicles for official use
  - (e) Misc. Support Services (Visa, Administrative Support, Staff Houses, etc.)
2. The cost of any logistic support being provided by the cognizant A.I.D. office are included in the budget of this contract and will be charged directly to the contract by the Mission. They are in addition to the U.S. dollar costs set forth herein under the Technical Assistance Line Item. Logistic support provided in the form of local currency shall be paid to the contractor in a manner adapted to the local situation and as agreed to in writing by the cognizant A.I.D. Project Officer. The documentation for such costs shall be on such forms and in such manner as the cognizant A.I.D. Project Officer shall prescribe.
3. Where the Cooperating Country or the cognizant A.I.D. project office 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 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 A.I.D. Project Officer, may utilize an amount not to exceed \$5,000 of 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 which are subject to the clauses of this contract entitled "Limitation of Cost" (FAR 52.232-20) or "Limitation of Funds" (FAR 52.232-22), as applicable. See Section I of this contract. A copy of any approvals issued by

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 52.243-02).

4. If, under emergency circumstances, it is necessary for the cognizant A.I.D. Project Office to pay for any budgeted in-country costs on behalf of the Contractor in order to facilitate implementation of any activities under this contract, the cognizant A.I.D. Project Office may bill the Contractor for such costs, and the Contractor may, in turn, charge those costs against this contract. Under no circumstances will the cognizant A.I.D. Project Office recoup those costs via an Advice of Charge (AOC) to the payment office. In addition, in order to maintain the Contractor's responsibility for compliance with the clause of this contract entitled "Limitation of Cost" (FAR 52.232-20) or "Limitation of Funds" (FAR 52.232-22), as applicable, the cognizant A.I.D. Project Office may not pay any in-country costs without the prior written approval of the Contracting Officer, which approval must indicate a maximum amount which can be paid.
5. All U.S. citizens under this contract will receive the standard entitlements and services in accordance with State Department Regulations and Mission Policy. Any modification thereto is subject to the written approval of the Contracting Officer. Services and entitlements for third country and host country personnel hired under this contract will be determined separately by the Contracting Officer upon request.

Services currently available for expatriate U.S. citizen Contractor employees include the following:

- a. Use of U.S. Embassy medical facilities in Islamabad, including services of a regional physician, nurse and health room, for immunization, diagnostic examinations, advice and emergency treatment - on a fee basis;
- b. Use of State Department Diplomatic Pouch facilities, official and first class mail according to Department regulations;
- c. Membership in the United States Government Employees Association (USGEA) commissary and recreation facilities, subject to the rules of the Association.

**\*LOGISTIC SUPPORT AND FACILITIES AVAILABLE TO THE CONTRACTOR ARE GOVERNED BY EMBASSY AND MISSION POLICIES, AND ARE SUBJECT TO CHANGE.\***

In addition to reimbursement of costs pursuant to Paragraph A above, the Contractor shall be paid a fixed fee in accordance with the clause entitled "Fixed Fee" (FAR 52.216-8). 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 dollars costs is to the total estimated cost, as amended from time to time; provided, however, that whenever in the opinion of the Contracting Officer such payment would result in a percentage of fee in excess of the percentage of work completion, further payment of fee may be suspended until the Contractor has made sufficient progress, in the opinion of the Contracting Officer, to justify further payment of fee up to the agreed ratio; provided further, that after payment of eighty-five percent (85%) of the total fixed fee, the provisions of the clause of this contract entitled "Fixed Fee" (FAR 52.216-8) shall be followed.

USAID reserves the right to change at any time during the award, the Statement of Work as regards Component 2, Poppy Cultivation Reduction and Elimination, as well as the Component 3, Information and Research, as the latter relates to the former component. Any such redirection, either to increase the scope, or decrease the scope of the Statement of Work will fall within the terms of the Changes Clause, see FAR 52.243.2 and Alt. 1, incorporated by reference.

## 1. GOAL AND PURPOSE

The goals of the Narcotics Awareness and Control Project are to:

- o reduce narcotics production in Afghanistan and thereby reduce trafficking; and
- o prepare solid groundwork for an anti-narcotics program based and directed from inside Afghanistan.

The purposes of the Narcotics Awareness and Control Project are to:

- o increase awareness among Afghans of the destructive influence of narcotics;
- o coalesce the leadership of the resistance movement, the donor community and the implementing organizations into establishing and maintaining an effective anti-narcotics program;
- o reduce existing poppy cultivation while preventing as much new production as possible given the constraints prevailing in rural Afghanistan; and
- o test and demonstrate viable methods of matching development benefits and rehabilitation assistance to the elimination of poppy cultivation;

## 2. BACKGROUND

### DESCRIPTION

Cross Border Humanitarian Assistance Program (CBHA): In FY 1985, the United States Agency for International Development (A.I.D.) began a program of direct assistance to Afghans by providing \$8 million in grants to European and U.S. private voluntary organizations (PVOs) to implement activities in health, education, agriculture and food aid.

The following year, A.I.D. established a separate Office of the A.I.D. Representative in Islamabad (O/AID/REP), Pakistan to initiate a long-term humanitarian assistance program, known as the Cross Border Humanitarian Assistance Program (CBHA). Its goal is to relieve the suffering of the Afghan population who choose to remain in Afghanistan and stem the flow of refugees into Pakistan.

Through FY 1989, this program has provided \$283 million dollars in services and commodities to Afghanistan. This includes cross border projects in health services; education support; agricultural services, inputs and infrastructure; and food and other survival-essential commodities, including PL-480 wheat and Department of Defense (DOD) non-lethal excess property (e.g., blankets, sleeping bags). These funds and commodities are in addition to what has been provided for Afghan refugees by the Department of State. The prohibition on U.S. citizen travel in Afghanistan, due to security conditions, presents special constraints in monitoring this assistance and prevents U.S. citizens from working directly with Afghans in-country. However, the program has included the participation of Afghans in each phase of activity, and works with the present Afghan Interim Government (AIG) and its various ministries to the extent possible.

#### CURRENT AFGHAN ANTI-NARCOTICS ACTIVITIES

Project Alpha is a pilot narcotics control program, begun in late 1988, as the result of a direct request for assistance from a Mujahideen commander in an Afghan border province. It involves the supply of food and farm implements to support his efforts to curtail poppy growing in his area. An assessment team fielded by an A.I.D. Contractor in September 1989 supported the commander's report that opium production had indeed declined.

Following the commander's request to continue Project Alpha and expand the types of assistance as well as the area included, the Office of the A.I.D. Representative agreed to continue and slightly expand the project through the spring of 1990 after which it is expected to be incorporated into the larger Narcotics Awareness and Control Project (NACP).

Feasibility Study on Cash Crops for Afghanistan. This recently initiated study will focus on identifying cash crops (e.g., fruit, licorice, cumin), which have export potential for Afghanistan and could help promote the restoration of the agriculture sector. Some of these crops may be introduced under the NACP on a pilot basis as poppy substitutes.

Afghan Media Resource Center (AMRC). A.I.D. is discussing the possibility of supporting the creation of a narcotics awareness unit within the Afghan Media Resource Center. This special unit would prepare, test and disseminate anti-narcotics messages using a variety of communications mechanisms.

United Nations Fund for Drug Abuse Control (UNFDAC). In September 1989, the UNFDAC, through a PVO, began a pilot narcotics awareness campaign in two refugee camps. It aims to create awareness of drug abuse and its consequences among Afghan refugees and to demonstrate the link between opium poppy cultivation and drug addiction. Although initially directed at young male refugees, a subsidiary program aimed at females will be added.

~~The project will develop and test teaching aids and initiate links with the~~ SOP, the AIG and the donor community which could become part of an expanded program to be extended into Afghanistan. A.I.D will look to establish complementarities between its cross-border program and UNFDAC efforts.

### 3. OBJECTIVE

The objective of this contract is to obtain technical and managerial assistance for the implementation and evaluation of an innovative three year Narcotics Awareness and Control Project in Afghanistan (NACP). This period will be known as Phase One of the project. At the end of this period, there may be subsequent extensions of the contract.

In accomplishing the objectives of this contract, the Contractor shall work with current and future Office of the A.I.D. Representative Contractors and Grantees, the AIG or its successor, and other existing Afghan organizations, as well as the U.N. If necessary, and as directed by the A.I.D. Representative, the Contractor shall establish new Afghan organizations to undertake project implementation.

### 4. STATEMENT OF WORK

#### A. GENERAL

There will be three main components to the NACP. A general description of each follows:

#### 1. NARCOTICS AWARENESS CAMPAIGN

There will be a narcotics awareness campaign aimed at the Mujahideen and their supporting population inside Afghanistan; the resistance political leadership; the donor community currently located in Pakistan but providing cross-border assistance; and, to a more limited extent, the refugees. The campaign will draw the connection between poppy cultivation and drug addiction using, among other mediums, images, radio, printed messages and medical or communications teams traveling in Afghanistan. The project will also seek to use religious and social mores to deliver strong anti-narcotics messages.

#### 2. POPPY CULTIVATION REDUCTION AND ELIMINATION

A poppy cultivation reduction and elimination program shall be conducted in areas of Afghanistan where conditions lend themselves to a reasonable probability of success. Poppy reduction and elimination agreements shall be negotiated with commanders or local bodies whereby development resources will be provided to facilitate an immediate poppy ban, or, in those areas in which an immediate ban is not realistic, a gradual reduction or elimination of poppy cultivation. The Contractor shall negotiate the terms of these agreements as necessary, including the nature and delivery schedule of A.I.D. assistance, the effective period of the agreement, and the terms for suspension of assistance for non-compliance with policy guidance from the Mission.

Under this component, the Contractor may, at the direction of the A.I.D. Representative, be required to provide technical assistance to specific poppy reduction and elimination programs outside of this contract.

### 3. INFORMATION AND RESEARCH

A three-part information and research component will establish the analytical basis for specific activities, their implementation and modification. The first part of this component will be a monitoring and evaluation unit that will track those initiatives funded in the first two components to identify successes and failures, and their determinants. From this analysis, program adjustments shall be made on a regular basis by the Contractor in consultation with the Project Officer and with the approval of the A.I.D. Representative. The second aspect will be project-financed research to learn more about the socio-political-economic determinants of poppy cultivation and the approaches that can prevent and reduce opium production. Thirdly, the project will study and report on the agricultural and commercial feasibility of high value export crops.

### B. SPECIFIC RESPONSIBILITIES

#### Component 1: Narcotics Awareness Campaign

1. The Contractor shall identify target audiences inside and outside Afghanistan, and develop communication strategies for reaching and employing each of the target audiences. Examples of groups to work with include (but are not limited to), the following:
  - a. the leadership of the resistance movement:
    - commanders
    - political party and other leaders
    - AIG officials;
  - b. the population in Afghanistan:
    - AIG or successor representatives
    - local councils (shuras)
    - Mujahideen commanders
    - village leaders
    - returned and internal refugees
    - farmers
    - women and children;
  - c. donor and implementing community:
    - Afghan organizations
    - PVOs
    - U.N. organizations
    - GOP departments
    - Arab/Muslim donor organizations
    - other donors;

~~d. religious leaders, and~~

e. refugees in camps.

2. The Contractor shall develop and employ themes to be emphasized in the narcotics awareness campaign. Some illustrative themes, which must be culturally attuned to Afghans, are:
  - o the social tragedy of drug addiction;
  - o its impact on family life;
  - o the corrupting influence of the drug trade in Afghanistan and worldwide;
  - o the connection between the cultivation of poppy and the production of opium to drug addiction.

The Contractor shall develop additional themes to those suggested above for review and approval by the A.I.D. Representative.

3. The Contractor shall design a public awareness campaign drawing on the themes developed above and using materials relevant to specific target audiences. The Contractor shall use, among others, radio, film and video messages; educational material; printed materials and pictures; posters and displays.
4. The Contractor shall design and train mobile narcotics awareness teams to implement the narcotics awareness campaign inside Afghanistan.
5. The Contractor shall design an outreach program of workshops and seminars geared to Afghan leaders and the international community which discusses narcotics issues and their impact on the rehabilitation and development of Afghanistan, and motivates these groups to formulate and act on recommendations for further narcotics control.
6. Anti-narcotics materials developed by the Contractor shall be available for possible inclusion in the programs of other projects in the Office of the A.I.D. Representative portfolio, such as health, education, and agriculture.
7. The Contractor shall assist the AIG, or its successor, and other Afghan organizations, to participate in the development and implementation of the narcotics awareness campaign, and strengthen the capability of those organizations to act as effective counterparts.

Component 2: Poppy Cultivation reduction and elimination

Site Selection:

1. The Contractor shall design and establish plans for selecting areas in Afghanistan for poppy reduction and elimination activity. The A.I.D. Representative shall review and approve the selection process.

2. The Contractor shall identify a minimum-of-12 potential activity sites from which a final selection of at least seven sites shall be made by the Contractor and the A.I.D. Representative.
3. The Contractor shall design and establish a ranking process so that each activity area may be ranked according to its potential for successful poppy reduction or elimination. Areas in the final selection will be considered primary activity areas. A data bank on the remaining activity areas shall be maintained as they will be considered secondary sites in the event a primary site is eliminated from consideration.

In those areas which exhibit high intensity poppy growing activity, exceptional circumstances must exist which make poppy reduction or elimination a strong possibility.

4. In developing a site selection process, the Contractor shall consider the following criteria :
  - o whether there is a reliable local authority with the will and the ability to enforce a poppy ban;
  - o whether the area is in need of development inputs including irrigation, agricultural inputs, etc.;
  - o the proximity and effect of "drug lords" who control production and distribution;
  - o what type of marketing systems operate in the area (for example, are there monopolies, or are there competitive markets for the crops);
  - o the existence and effect of a contracts market (for example, are drug traders entering into buying agreements with farmers before the crop is planted);
  - o whether assistance is being provided by A.I.D. or other donors to nearby sites under terms and conditions which could be jeopardized by the terms and conditions of the anti-narcotics activity; and
  - o a simple cost/benefit analysis of the planned project activities.

## Poppy Reduction and Elimination Agreements

1. The Contractor shall establish a poppy reduction and elimination unit that includes Afghan income generation and agricultural extension specialists and agricultural engineers.
2. The Contractor, through the poppy reduction and elimination unit, shall design, negotiate, and implement a minimum of seven poppy reduction and elimination agreements with the responsible local authorities in each approved site. These plans shall be negotiated with the local authorities and subsequently reviewed and approved by the A.I.D. Representative. The Contractor shall utilize his best efforts to complete three of these within 5 months and all seven within 12 months after the effective date of the contract. They shall include:
  - o baseline data on the project activity site which describes the physical characteristics and size of the area; agricultural resources (e.g., irrigation, infrastructure); cropping patterns, including acreage under poppy cultivation; and other factors relevant to the project.
  - o a timetable for achieving reduction or elimination in each activity area;
  - o a timetable identifying when, what, and how assistance will be delivered;
  - o a timetable identifying the length of time each type of assistance will be delivered;
  - o the guarantees given by area residents to allow enforcement by local authorities and their agreement that noncompliance with the conditions of the poppy reduction and elimination agreements will result in the immediate suspension of project activity; and
  - o a plan for monitoring the provision and use of A.I.D resources, and progress towards poppy reduction and elimination objectives.
3. The Contractor shall be responsible for training the staff of the poppy reduction and elimination unit to develop and negotiate poppy reduction and elimination agreements, upgrading the technical skills of the staff as needed, and assisting the staff to organize itself into a functioning and effective unit.
4. The Contractor shall be responsible for the delivery of the agricultural inputs and development benefits agreed upon in the poppy reduction and elimination plans.
5. The Contractor shall determine if other types of assistance, such as infrastructure, education and health inputs, or income generation activities might also be effective. The Contractor shall coordinate the provision of this assistance from the NACP and/or other A.I.D. projects.

6. The Contractor shall develop a strategy for providing technical support to PVO sub-grantees under the NACP, and monitoring their NACP activities.
7. The Contractor shall ensure that NACP activities will complement and support poppy reduction and elimination activities in other projects in the Office of the A.I.D. Representative.
8. The Contractor shall assist the AIG, or its successor, to develop its capacity to design and implement poppy reduction and elimination programs, should the Office of the A.I.D. Representative determine that conditions permit.
9. The Contractor shall develop specific strategies for encouraging the enforcement of poppy reduction and elimination agreements, leaning toward the use of positive reinforcements. This task is premised on the belief that local authorities, such as commanders, religious leaders, tribal elders, and citizens' councils will be able and willing to provide enforcement support.

Component 3: Information and Research

The Contractor will establish an Information and Research capability to:

- o develop information on the primary (high intensity) and secondary (low intensity) poppy growing areas in Afghanistan and opium production facilities;
- o develop information from Afghanistan on the successes and failures of poppy elimination agreements;
- o analyze this information to determine the factors that contribute to the success or failure of poppy reduction and elimination agreements and make recommendations for any adjustments which may improve the probability of success;
- o provide information and design guidance to other organizations engaged in cross-border assistance;
- o assist the donor community to implement a consistent narcotics policy;
- o initiate feasibility studies to determine which high value crops could provide alternatives to poppy cultivation, including economic, agricultural and commercial research on such crops;
- o assist the poppy reduction and elimination unit in the design of small scale, high value crop substitution activities;

- o conduct field research on the determinants of poppy cultivation in each selected activity area and provide a comparative analysis;
- o build Afghan capability to conduct field research;
- o provide for regular monitoring and evaluation of each project component;
- o coordinate with other Office of the A.I.D. Representative Contractors for their assistance in monitoring each of the NACP project components; and
- o work with appropriate ministries within the AIG, or its successor, to prepare recommendations for anti-narcotics activities managed from within Afghanistan when the situation permits.

5. DELIVERIES, MONITORING AND REPORTS:

A. WORK PLAN

The Contractor shall submit annual work plans to the Office of the A.I.D. Representative.

Within 45 calendar days after the effective date of the contract, the Contractor shall submit to the A.I.D. Representative an implementation plan covering all sections of work to be carried out during:

- o the first six months of operation (detailed plan);
- o the first year (first annual work plan); and
- o the life of the project (projections).

On completion of the first nine months of the contract, the Contractor shall review progress in achieving the objectives of the contract in collaboration with the Project Officer and other relevant officials, and revise the work plan accordingly.

B. REPORTS

The Contractor shall submit a monitoring and reporting plan to the Office of the A.I.D. Representative for approval not later than 45 calendar days after the effective date of the contract. The plan will detail the frequency and methodology for monitoring and reporting. The Contractor shall submit five copies of all reports in a format to be reviewed and approved by the A.I.D. Representative and the Project Officer:

### Quarterly Progress Report

The report shall be due the 15th day of the month following the end of each calendar quarter and shall describe on a component-by-component basis:

- o the major events of the quarter, staffing information, financial data, and accomplishments for the quarterly and cumulative periods;
- o monitors' assessments of ongoing field activities; and
- o detailed plans for the following quarter, issues and constraints affecting implementation, recommendations for improved implementation and other reasonable information the Office of the A.I.D. Representative may request.

### Short-Term Specialists' Reports

Short-term specialists shall submit an end of tour report highlighting the work done during the assignment which shall be submitted to the Project Officer prior to the specialist's departure.

### Trip Reports

Trip reports shall be prepared by all Contractor professional staff for all project related travel; these reports shall be submitted to the Project Officer within 10 days of the conclusion of each trip.

### End of Tour Report

Prior to departure, each long-term member of the Contractor's management team shall submit an end of tour report to the Project Officer summarizing accomplishments, problems, and resolutions, and making recommendations for future action.

### Poppy Reduction and Elimination Agreement Report

The Contractor shall submit a status report and a draft agreement on poppy reduction and elimination activities within 90 days after the effective date of the contract.

### Special Reports

The Contractor shall submit special reports as may be requested by the Project Officer concerning specific activities of the project.

### End of Contract Report

The Contractor shall submit an End of Contract Report to the A.I.D. Representative 30 days prior to the completion or expiration of the contract. The report shall give a summary and details of the Contractor's accomplishments, lessons learned and recommendations for the project's future.

## 6. PERSONNEL

### Management Team

The Contractor shall recruit and supervise a management team, including technical specialists, which shall include expatriates and wherever possible, qualified Afghans.

The Chief of Party will be responsible for:

- o the overall management of the project;.
- o institutional relationships between the Contractor and A.I.D., the AIG, the GOP, and other counterparts;
- o overall coordination among team members;
- o coordination of project component activities; and
- o reporting to the Office of the A.I.D. Representative.

The Chief of Party will lead a full-time management team which shall not exceed four long-term personnel positions, including the Chief of Party position. These long-term positions are considered key positions and essential to the performance of this contract (See also Section H "Key Personnel"). The Contractor shall provide personnel whose combined expertise encompasses the following skill areas.

- o project management, including experience in other similar projects;
- o agriculture, including agro-marketing;
- o communications;
- o research and monitoring;
- o finance and administration; and
- o to the maximum extent possible, Dari and/or Pushtu language skills.

### Short-term Consultants

Short-term specialists may be required from time to time to achieve the objectives of this contract. It is anticipated that approximately 70 person months of short-term personnel will be required. Specific scopes of work for short-term personnel, including the timing and length of their visits, will be determined jointly by the Contractor and the Project Officer.

## Support Staff

In addition to the local staff to maintain and run basic office facilities (i.e., secretaries, drivers, security personnel, clerks, etc.), the Contractor shall be required to recruit and supervise locally hired, preferably Afghan, personnel with the following illustrative skills:

- o agriculture;
- o engineering (roads, irrigation, construction);
- o crop specialization and marketing;
- o income generation;
- o communications, including media experience;
- o evaluation and analysis;
- o monitoring and program accountability;
- o social sciences;
- o administration, including accounting experience;
- o computers;
- o procurement; and
- o office maintenance and security.

The Contractor shall be sensitive to political, party, ethnic and tribal considerations in assembling teams that will work together with an essential degree of harmony.

## 7. PROGRAM PROCUREMENT

Program commodities will be procured by the Office of the A.I.D. Representative's procurement Contractor under the Commodity Export Program. The delivery of commodities inside Afghanistan shall be the responsibility of the Contractor for the NACP.

SECTION D - PACKAGING AND MARKING

Pursuant to the clause of this contract entitled "Reports" (AIDAR 752.7026 A1t 70), the cover page of all reports prepared by the Contractor shall include the organization name, project name and number, and the contract number.

SECTION E - INSPECTION AND MARKING

Final inspection and acceptance of all items called for by the Contract shall be made by the A.I.D. Contracting Officer at:

Contracting Officer  
USAID  
18, 6th Avenue, Ramna 5  
Islamabad, PAKISTAN

Telex Number: 54270 USAID PK  
Telephone Number: 011-92-051-824071 Ext. 215  
Fax Number: 011-92-051-824086

The following three (3) clauses are incorporated by reference.

- 52.246-3 Inspection of Supplies - Cost Reimbursement (APR 1984)
- 52.246-5 Inspection of Services - Cost Reimbursement (APR 1984)
- 52.246-15 Certificate of Conformance (APR 1984)

SECTION F - DELIVERIES OF PERFORMANCE

1. PERIOD OF CONTRACT

This contract will be effective May 17, 1990.

The Estimated Completion Date for the Base Period is May 16, 1993.

The first Option Period extends from May 17, 1993 to May 16, 1994.

The second Option Period extends from May 17, 1994 to May 16, 1995.

2. STOP WORK ORDER, FAR 52.212-13 (AUG 1989) AND ALT. 1

A. The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period of which the parties shall have agreed, the Contracting Officer shall either -

- (1) Cancel the stop-work order;
- (2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

B. If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if -

- (1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
- (2) The Contractor asserts a claim for the adjustment within 30 days after the end of the period of work stoppage; provided, that if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim asserted at any time before final payment under this contract.

C. If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work ordered in arriving at the termination settlement.

D. If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order.

3. REPORTS, AIDAR, 752.7026 (Alternate 70) (JUN 1987)

A. Unless otherwise provided in the schedule of this contract, at the conclusion of the work hereunder, the Contractor shall prepare and submit to the Contracting Officer one copy, and to the Mission four copies, of a final report which summarizes the accomplishments of the assignment, methods of work used and recommendations regarding unfinished work and/or program continuation. The final report shall be submitted within 60 days after completion of the work hereunder unless the date of submission is extended by the Contracting Officer.

B. Contractor shall submit two copies of each report required by paragraphs 3.A. of this clause or any other report of a technical nature required by the schedule to the Bureau for Program and Policy Coordination, Center for Development Information and Evaluation, Development Information Division (PPC/CDIE/DI) Room 209, SA-18, Agency for International Development, Washington D.C. 20523. The title page of all reports forwarded to PPC/CDIE/DI shall include the contract number, project number and project title as set forth in the schedule of this contract.

4. ADDITIONAL REPORTS

In addition to the reports required by the above AIDAR clause entitled "Reports", the Contractor shall provide to the mission all of the reports described in Section C., as well as any others that may be assigned.

SECTION G - CONTRACT ADMINISTRATION DATA

A. TYPE OF CONTRACT, FAR 52.216-1 (APR 1984)

This is a cost reimbursement services contract.

- B. Total Estimated Cost: \$3,835,056
- C. Cumulative Obligation: \$2,935,000
- D. Estimated Funding Period: May 17, 1990 to Feb. 28, 1991
- E. PIO/T: 306-0210-3-00023  
Appropriation: 72-1101021  
Budget Plan Code: QDNA-90-27306-KG13
- F. Duns Number: 06-678-1956
- G. IRS Tax Identification Number: 52-0904808
- H. Project Number: 306-0210
- I. Project Office: Office of the AID  
Representative for  
Afghanistan Affairs.
- J. Contractor's Remittance Address: Controller USAID/Islamabad  
PSC Box 4  
APO New York 09614
- or-
- Controller - USAID  
18, 6th Avenue, Ramna 5  
Islamabad, Pakistan
- K. Contractor's Address: 624, Ninth Street, N.W.  
Washington D.C. 20001
- L. Billings should be submitted to the Office of the Controller,  
USAID/Islamabad, on a monthly basis in the following format:

<u>Itemized Budget</u>	<u>Claimed Previously</u>	<u>Claimed This Period</u>	<u>Total Claimed</u>
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PART I - SECTION H - SPECIAL CONTRACT REQUIREMENTS

1. SPECIAL AUDIT PROVISION

Based upon a Section 451 approval by the A.I.D. Representative, the provisions of this contract with respect to accounting, records and audit shall not apply to operational costs incurred by the Contractor within Afghanistan and end-use-checks of commodities and equipment located within Afghanistan. However, the Contractor agrees to the maximum reasonable extent to exercise prudent oversight of such operational costs and commodities. Further, the Contractor agrees to report in detail on such costs and commodities as part of the contract reporting requirements.

2. OPTIONS

A. The Government may unilaterally extend the term of this contract by written notice to the Contractor for one additional year up to two additional years. The Government shall give the Contractor a preliminary written notice of its intent to exercise either or both options at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

B. If the Government exercises the option, the extended contract shall be considered to include this option provision to the extent exercised.

C. The total duration of this contract, including the exercise of any option under this clause, shall not exceed 5 years.

3. TECHNICAL DIRECTIONS

The Contractor shall carry out all duties hereunder pursuant to the technical directions of the Office of the A.I.D. Representative for Afghanistan Affairs. The Project Officer will be the principal point of contact between the Contractor and A.I.D. 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 within the meaning of the contract clause entitled "Changes - Cost Reimbursement,". The Contractor shall notify the Contracting Officer in writing of any Technical Directions which he considers to constitute changes prior to performing such changes.

#### 4. KEY PERSONNEL

A. The following personnel positions are considered key and essential to the performance of this contract:

##### Position

<u>Name</u>	<u>Position</u>
Mr. Gerald Owens	Chief of Party
Mr. Nick B. Mills	Communication Specialist
Mr. Bradford Miller	Field Operations Director
Mr. William Bergquist	Field Operations Director

B. The key personnel positions identified above are considered to be essential to the work being performed hereunder. Unless otherwise agreed to by A.I.D., the Contractor shall be responsible for providing the personnel included in the Contractor's proposal (and/or best and final offer) which is accepted by A.I.D. through award of this contract. Such individuals are considered key personnel. Unless failure to provide personnel included in the Contractor's proposal for the key personnel positions specified above is beyond the control, and without the fault or negligence, of either the individual or the Contractor, failure to provide such key personnel may be considered nonperformance by the Contractor. Prior to diverting any of the key personnel named above to other programs, the Contractor shall simultaneously notify the Contracting Officer and the cognizant A.I.D. Project Officer reasonably in advance and shall submit justification in sufficient detail (including budget implications) 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 cognizant A.I.D. Project Officer not later than 30 days after the diversion of any of the approved individuals. Failure to do so may be considered nonperformance by the Contractor. The listing of key personnel position(s) may, with the consent of the contracting parties, be amended from time to time during the course of this contract to either add and/or delete positions, as appropriate. See Section C.

#### 5. 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 the article of this section entitled "cost reimbursable and logistic support to the Contractor" and "fixed fee", and other applicable provisions of this contract but subject to the following additional specified understandings which set limits on items which otherwise would be reasonable, allocable, and allowable.

(1) 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 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.

(2) 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.

(3) 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 air route.

(4) Annual Salary Increases. Annual salary increases may not exceed those provided by the Contractor's established policy and practice subject to the following: With respect to employees performing work under this contract, the maximum annual salary increase paid under this contract is not more than 5% of the employee's base salary, subject to the Contractor's established policy and practice, 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 exceeding these limitations or exceeding the maximum salary of FS-1 may be granted only with the advance written approval of the Contracting Officer.

(5) Consultants. No compensation for consultants will be reimbursed unless their use under the contract has the advance written approval of the cognizant A.I.D. Project Officer; and if such provision has been made or approval given, compensation shall not exceed, without specific approval of the rate by the Contracting Officer, (1) the 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.

(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 has the prior written approval of the cognizant A.I.D. Project Officer. Salaries and wages paid to such persons may not, without specific written approval of the Contracting Officer, exceed either the Contractor's established policy and practice; or the level of salaries paid to equivalent personnel by the A.I.D. Mission in the cooperating country; or the prevailing rates in the cooperating country, as determined by A.I.D., paid to personnel of equivalent technical competence. In no event shall compensation for such persons exceed the FS-1 rate, unless approved in advance by the Contracting Officer.

**NOTE:** The daily rate of a Foreign Service Officer class 1 (FS-1) is determined by dividing the annual salary by 2080 hours and multiplying that figure by 8 hours. Any approvals issued by the A.I.D. Project Officer pursuant to the above shall be retained by the Contractor for audit purposes and a copy of each and every such approval shall be furnished to the Contracting Officer by the Contractor. Approvals issued by the A.I.D. Project Officer pursuant to the above must be within the terms of this contract, and shall not serve to increase the authorized level of effort; or the total estimated cost or the obligated amount of this contract, whichever is less.

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(7) Work Week:

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

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 Mission and the Contractor's counterparts associated with the work of this contract.

A 45 hour work week may be authorized by the Contracting Officer.

(8) Initial Salaries:

The initial starting salaries of all employees whose salaries are charged as a direct cost to this contract may not exceed that submitted and agreed to during negotiations, unless approved, in advance and in writing, by the Contracting Officer.

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 services, 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.

6. SPECIAL PROVISIONS

A. Medical Clearance

All long-term (60 days or more) members of the Contractor's staff and their dependents must obtain a medical clearance from M/MED, Room 2906-NS, Department of State, Washington, DC. 20520 prior to departing for assignment overseas under this contract. All such personnel shall be examined by a certified physician and shall send the results of the physical examination to M/MED on a prescribed form provided by the Contracting Officer. Without the medical clearance, the employee will not be eligible to have access to the Embassy Health Unit. Any travel undertaken by long term employees without the requisite clearances will not be eligible for reimbursement under this contract, nor will AID accept any responsibility for the safety, health or welfare of such employees.

## B. Emergency Locator Information

The Contractor agrees to provide the following information to the Contracting Officer, A.I.D./Islamabad on/or before the arrival in the Cooperating Country of every contract employee or dependent:

1. The individual's full name, home address, and telephone number and whether the individual is an employee or dependent.
2. 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.
3. The name, address, and telephone number(s) of each individual's next of kin.
4. Any special instructions pertaining to emergency situations such as power of attorney designees or alternate contact persons.

## C. Security Clearance

Employees assigned to this contract may be required to obtain Security Clearances if directed by the A.I.D. Project Manager. An individual's inability to obtain a security clearance may be considered sufficient grounds to remove that person from performing under this contract.

## D. Evaluation

### Eighteen Month Evaluation

Eighteen months after the effective date of the project contract, there shall be an external evaluation to:

- o assess the project, including Contractor performance, and recommend mid-course adjustments;
- o measure project success in strengthening Afghan capabilities to implement awareness, elimination, and research activities; and
- o assess the impact of each of the three project components.

The evaluation is expected to include AID/Washington staff and independent consultants with relevant expertise.

Planning for the evaluation shall begin a minimum of three months before the eighteen months is completed so that the report will be ready at the end of the eighteen month period.

A second and similar evaluation shall be presented thirty-two months into project implementation which will be near the end of Phase I. Planning for this evaluation shall begin a minimum of six months before the end of the thirty-two month period so that the report will be ready well before the end of the contract. This evaluation will form the basis for the design of Phase II of the project.

The objective of these evaluations is to review project and make necessary project design modifications. The Contractor may be asked to participate in this evaluation. In addition, A.I.D. will undertake internal management reviews of the Contract from time to time. The Contractor is expected to cooperate fully with the evaluation efforts, providing such records and files as the evaluators may reasonably request and making the project staff available to provide further information and respond to questions.

#### F. Defence Base Act (DBA) Insurance

Pursuant to the clause of this contract entitled "Worker's Compensation Insurance (Defence Base Act)", (AIDAR 752.228-3), the insurance carrier currently under contract with A.I.D. to provide DBA insurance is:

Insurance Company of North America  
Wright and Co.  
1400 I Street, N.W. Washington, DC 20005;  
Telex 440508; Telephone (202)289-0200.

#### G. TITLE TO PROPERTY

With reference to paragraph (a) of the provision of this contract 752.245-71, entitled "Title to and Care of Property (APR 1984)", title to all nonexpendable property purchased under this contract shall be in the name of A.I.D. or as designated by A.I.D. during the term of the contract.

#### H. SOURCE AND ORIGIN OF COMMODITIES, NATIONALITY OF SERVICES

- A. Commodities and services financed by A.I.D. under this project shall have their source, origin and nationality in the United States of America, Pakistan, Afghanistan and, when agreed to in writing by the A.I.D. Representative, countries in A.I.D. Geographic Code 935.

Ocean shipping financed by A.I.D. under the project shall, except as the A.I.D. Representative may otherwise agree in writing, be financed only on flag vessels of the United States. See the clauses of this contract entitled "Preference for Privately Owned U.S.-Flag Commercial Vessels" [FAR 52.247-64] and "Source and National Requirements for Procurement of Goods and Services" [AIDAR 752.7004].

Except as A.I.D. may otherwise agree, in writing, marine insurance shall be placed only with insurance companies located in the United States (A.I.D. Geographic Code 000) and authorized to do a marine insurance business in any State of the United States. See the clause of this contract entitled "Source and Nationality Requirements for Procurement of Goods and Services" [AIDAR 752.7004].

Air travel and transportation shall be financed only on U.S. Flag Air Carriers (A.I.D. Geographic Code 000), unless service by such carriers is unavailable.

**B. Notification**

The Contractor shall send copies of the Bills of lading for all ocean shipment to the following five addresses:

U.S. Department of Transportation  
Maritime Administration  
Division of National Cargo  
400 Seventh Street, S.W.  
Washington, D.C. 20590

Office of Procurement  
Transportation Support Division  
Agency for International Development  
Washington, D.C. 20523

USAID - Islamabad  
O/CC-CMO  
Department of State  
Washington, D.C. 20520

USAID - Karachi  
Attention: Administrative Officer  
Department of State  
Washington, D.C. 20520

Office of the AID Representative for Afghanistan  
Affairs  
Department of State  
Washington, D.C. 20520

- C. The document shall be a "CLEAN ON BOARD RATED BILL OF LADING" and shall be sent via air courier service as soon as possible but no later than 14 days from the date of shipment.

## I. ORDINARY COURSE OF BUSINESS

With respect to the clauses of this contract entitled "ALLOWABLE COST AND PAYMENT" (FAR 52.216-07) and "DOCUMENTATION FOR PAYMENT" (AIDAR 752.7003), it is understood and agreed that the Contractor may, in some circumstances, invoice and be paid for recorded costs for items or services purchased directly for this contract, even though the Contractor has not yet paid for those items or services; provided, that such costs are paid in the ordinary course of business. "The ordinary course of business" is defined in accordance with the principles established by the Prompt Payment Act, Public Law 97-177 (96 Stat. 85, 31 USC 180i), i.e. within 30 days after the Contractor's receipt of payment from AID 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.

## J. STATUS OF TAXES

### A. Host Country Taxes

A.I.D. does not finance any identifiable host country taxes or other imposition of levies.

### B. Corporate/Income/Import Taxes

1. Expatriate employees of expatriate firms will be exempt from various Pakistani import taxes and controls as well as Pakistani income tax on their total compensation, (salary and benefits). For work under this contract, firms are not expected to be liable for Pakistani corporate tax. It is the sole responsibility of the Contractor to arrange for all allowable tax exemptions. On request, A.I.D. will provide available documentation in support of allowable exemptions from host country taxes, or other imposition or levies.

2. Pakistani firms are not exempt from Pakistani corporate taxes and their employees are liable for taxes under Pakistani Law.

3. Pakistani employees of U.S. firms will be subject to taxes under Pakistani Law.

#### K. ORDER OF PRECEDENCE

Any inconsistency in this contract shall be resolved by giving precedence in the following order:

1. the Schedule (excluding the specifications);
2. representations and other instructions;
3. contract clauses;
4. other documents, exhibits, and attachments; and
5. the specifications.

#### L. LOCAL CURRENCY GENERATION

Local currency (Rupees and Afghanis) may be generated by the Contractor in the course of distributing productive inputs. The Contractor will use his best efforts to place local currencies thus generated in an interest-bearing account with a commercial bank in Pakistan, with any interest earned programmed as if it were principal, and subject to all normal A.I.D. audit, accounting and financial procedures. Establishment of the account shall require specific prior approval from AID. Expenditure of these funds by the Contractor on local program costs will be approved in advance by the A.I.D. Representative in writing. A separate report shall be prepared by the Contractor and submitted to the Project Officer on deposits, interest earned, and expenditures from this account.

The exact methodology will be agreed to on a case-by-case basis between the Contractor and the Project Officer.

#### M. TRAVEL EXPENSES

(1) Notwithstanding any other provisions to the contrary, if any of the key personnel are discharged by the Contractor for misconduct or inexcusable non-performance, travel and transportation costs associated with the reassignment of substitute individuals therefore shall not be an allowable cost under this contract.

(2) Misconduct shall be defined as the deliberate and/or repeated disregard for the laws and regulations of the cooperating country or of A.I.D.; the continued existence of conflict of interest after advice that such conflict existed; or general behavior unbecoming a professional in the United States foreign assistance program (See the contract entitled "Personnel"). Inexcusable absence shall be defined as unauthorized absences or failure to complete assigned tasks which are within the scope of the contract. Absences or failures are within the control of the Contractor.

#### N. Rights in Data and Publication

All rights in data and publication will be in accordance with the FAR 52.227-14, "Rights in Data - General", and FAR 52.227-16, "Additional Data Requirements".

#### O. Defense Base Act (DBA) and Medivac Insurance

(1) Defense Base Act Insurance. Pursuant to the clause of this contract entitled "Worker's Compensation Insurance (Defense Base Act)", the insurance carrier currently under contract with A.I.D. to provide DBA insurance is Insurance Company of North American; Wright & Co., Connecticut Avenue, N.W.; Washington, D.C.20036; Telephone (202) 289-0200, or (800) 424-9801 outside the Washington area (toll free).

(2) Medical Evacuation Insurance. The Contractor will be required to obtain emergency evacuation insurance for all its expatriate personnel assigned to work in Pakistan. This insurance is available from various vendors.

#### P. Title to and Care of Property

With reference to paragraph (a) of the provision of this contract 752.245-71, entitled "Title to and Care of Property (APR 1984)", title to all nonexpendable property purchased under this contract shall be in the name of A.I.D. or as designated by A.I.D. during the term of the contract.

#### Q. Geographic Locations:

1. The United States: Home Office Responsibilities:
  - a. Overall Management: A contact person will be designated in the home office as project coordinator. This person must have the authority to make commitments and decisions on behalf of the Contractor. The person is expected to travel to Pakistan as requested by the Project Officer.
  - b. Support of Field Personnel: The home office shall provide support of personnel in the field. Since disbursement of A.I.D. funds may involve handling of funds and making financial transactions at the home office as well as in the field, it is essential that the Contractor maintain complete, accurate and current financial documents and systems in both the U.S. and Pakistan.
2. Pakistan: The Contractor's field headquarters shall be based in Peshawar, Pakistan. All expatriates will be based there, but extensive travel in Pakistan (and later in Afghanistan) is anticipated. The Contractor may also be required to establish an office and staff in Quetta.

3. Afghanistan: At the present time, U.S. Government policy prohibits entry into Afghanistan by U.S. direct hire employees or by U.S. nationals financed by the U.S. Government. Contractor employees of other nationalities are not affected by this policy. This policy is expected to change as security conditions improve inside Afghanistan. Eventually, the Contractor will be expected to establish operations, field headquarters and staff inside Afghanistan.

In this event, the Contractor will be required to establish its headquarters and headquarters staff inside Afghanistan. In the meantime, the Contractor, using Afghan and third country nationals, shall be expected to establish operations, field offices and implementation inside Afghanistan within the first year of the project, and maintain such until termination of the contract.

R. Method of Financing:

Operating Costs: All technical assistance operating costs will be recovered on a cost reimbursement basis pursuant to the terms of the contract.

Commodities and Program Costs: The Contractor shall pay for all commodities procured from the U.S. and third countries through an A.I.D. letters of commitment. The method of financing for commodities and other cost procured locally will be determined prior to the contract award.

Logistic Support Costs: All funds budgeted for logistic support will be retained by USAID/Islamabad for direct disbursement pursuant to the terms of the contract.

SECTION I

Contract Clauses

52.252-2 Clauses Incorporated by Reference. (JUN 1988)

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

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

- 52.202-1 Definitions (APR 1984).
- 52.203-1 Officials Not to Benefit (APR 1984).
- 52.203-3 Gratuities (APR 1984).
- 52.203-5 Covenant Against Contingent Fees (APR 1984).
- 52.203-6 Restrictions on Subcontractor Sales to the Government (JUL 1985).
- 52.203-7 Anti-kickback (OCT 1988)
- 52.203-12 Limitation on Payments to Influence Certain Federal Transactions (JAN 1990).
- 52.204-2 Security Requirements (APR 1984).
- 52.212-13 Stop Work Order (AUG 1989).
- & Alt. 1
- 52.215-1 Examination of Records by Comptroller General (APR 1984).
- 52.215-2 Audit--Negotiation (DEC 1989).
- 52.215-22 Price Reduction for Defective Cost or Pricing Data (APR 1988).
- 52.215-23 Price Reduction for Defective Cost or Pricing Data, Modifications (APR 1988)
- 52.215-24 Subcontractor Cost or Pricing Data (APR 1985).
- 52.215-25 Subcontractor Cost or Pricing Data - Modification (APR 1985)
- 52.215-30 Facilities Capital Cost of Money (SEPT. 1987)
- 52.215-31 Waiver of Facilities Capital Cost of Money (SEP 1987).
- 52.215-33 Order of Precedence (JAN 1986)
- 52.216-7 Allowable Cost and Payment (APR 1984).
- 52.216-8 Fixed Fee (APR 1984).
- 52.216-15 Predetermined Indirect Cost Rates (APR 1984)
- 52.217-8 Option to Extend Services (MARCH 1989)
- 52.217-9 Option to Extend the Term of Contract Services (MAR 1989)
- 52.219-8 Utilization of Small Business Concerns and Small Disadvantaged Business Concerns (FEB 1990).
- 52.219-9 Small Business and Small Disadvantaged Business Subcontracting Plan (FEB 1990).
- 52.219-13 Utilization of Women-Owned Small Businesses (AUG 1986).
- 52.220-1 Preference for Labor Surplus Area Concerns (APR 1984).
- 52.220-3 Utilization of Labor Surplus Area Concerns (APR 1984).
- 52.220-4 Labor Surplus Area Subcontracting Program (APR 1984).
- 52.222-2 Payment for Overtime Premiums (APR 1984).
- 52.222-3 Convict Labor (APR 1984).
- 52.222-26 Equal Opportunity (APR 1984).
- 52.222-28 Equal Opportunity Pre-award 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 Veteranary and Veterans of the Vietnam Era (JAN 1988)

52.223-2 Clean Air and Water (APR 1984).  
 52.223-5 Certification Regarding A Drug-Free Workplace (MAR 1989)  
 52.223-6 Drug-Free Workplace (MAR 1989)  
 52.225-11 Certain Communist Areas (APR 1984).  
 52.227-1 Authorization and Consent (APR 1984).  
 52.227-2 Notice and Assistance Regarding Patent and Copyright  
 Infringement (APR 1984).  
 52.227-3 Patent Indemnity (APR 1984)  
 52.227-13 Patent Rights (JUN 1989)  
 52.227-14 Rights in Data - General (JUN 1987)  
 52.227-16 Additional Data Requirements (JUN 1987)  
 52.228-3 Worker's Compensation Insurance Defence Base Act (APR 1984)  
 52.228-4 Worker's Compensation and War-Hazard Insurance Overseas (APR  
 1984).  
 52.228-7 Insurance--Liability to Third Persons (APR 1984).  
 52.228-9 Cargo Insurance (APR 1984)  
 52.229-8 Taxes Foreign cost Reimbursement Contracts (MAR 1990).  
 52.230-3 Cost Accounting Standards (SEP 1987).  
 52.230-4 Administration of Cost Accounting Standards (SEP 1987).  
 52.230-5 Disclosure and Consistency of Cost Accounting Practices (SEP.  
 1987)  
 52.230-6 Consistency in Cost Accounting Practices (SEPT 1987)  
 52.232-9 Limitation on Withholding of Payments (APR 1984)  
 52.232-17 Interest (APR 1984).  
 52.232-18 Availability of Funds (APR 1984)  
 52.232-20 Limitation of Costs (APR 1984)  
 52.232-22 Limitation of Funds (APR 1984).  
 52.232-23 Assignment of Claims (JAN 1986).  
 52.232-25 Prompt Payment Act (APR. 1989)  
 52.233-1 Disputes (APR 1984). Alternate I.  
 52.233-3 Protest After Award (AUG. 1989) Alternate I (JUN 1985).  
 52.237-2 Protection of Government Buildings, Equipment, and Vegetation  
 (APR 1984).  
 52.237-3 Continuity of Services (APR 1984).  
 52.242-1 Notice of Intent to Disallow Costs (APR 1984).  
 52.242-2 Production Progress Reports (APR 1984)  
 52.242-10 F.o.b. Origin - Government Bills of Lading or Period Postage  
 (APR 1984)  
 52.242-11 F.o.b. Origin - Government Bills of Lading or Indicia Mail  
 (APR 1984)  
 52.243-2 &  
 Alt. I. Changes--Cost-Reimbursement (AUG. 1987). Alternate 1 (APR  
 1984)  
 52.243-7 Notification of changes (APR 1984).  
 52.244-2 Subcontracts (Cost-Reimbursement and Letter Contracts) (JUL  
 1985).  
 52.244-5 Competition in Subcontracting (APR 1984).  
 52.245-1 Property Records (APR 1984)  
 52.245-5 Government Property (Cost-Reimbursement, Time-and-Material, or  
 Labor-Hour Contracts)--Alternate I (JAN 1986).  
 52.245-19 Government Property Furnished "As Is" (APR 1984)  
 52.246-5 Inspection of Services - Cost Reimbursement (APR 1984)  
 52.246-15 Certificate of Conformance (APR 1984)  
 52.246-23 Limitation of Liability (APR 1984).  
 52.246-25 Limitation of Liability--Services (APR 1984).  
 52.247-1 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).

52.249-6 Termination (Cost-Reimbursement) (MAY 1986).  
52.249-14 Excusable Delays (APR 1984).  
52.251-1 Government Supply Sources (APR 1984).  
52.251-2 Interagency Motor Pool Vehicles and Related Service (APR 1984)  
52.252-4 Alterations in Contract (APR 1984)

Portions of this contract are altered as follows:

- (a) In the clause entitled "Notification of Changes" (FAR 52.243-7) insert "7 days" in the blank in paragraph (b).
- (b) In the clause entitled "Payment for Overtime Premiums" (FAR 52.222-2), insert "zero" in the blank in paragraph (a).
- (c) In the clause entitled "Taxes - Foreign Cost Reimbursement Contracts (FAR 52.229-8), insert "the Cooperating Country" and "the Cooperating Country", respectively, in the blanks.
- (d) Application of Clauses: Until such time as this contract is fully funded the clause 52.232-22, Limitation of Funds (APR 1984) shall be applicable. When fully funded, Clause 52.232-20, Limitation of Costs (APR 1984) shall be applicable.
- (e) In the clause entitled "Officials Not To Benefit (APR 1984)", it is clarified that it refers to United States officials.

II. AGENCY FOR INTERNATIONAL DEVELOPMENT ACQUISITION REGULATION  
(48 CFR CHAPTER 7) CLAUSES

752.202-70 Definitions (APR 1984).  
752.202-72 Definitions (DEC 1986).  
752.203-1 Officials Not to Benefit ((APR 1984)  
752.204-2 Security Requirements (APR 1984)  
752.209-70 Requirement for Past Performance References (NOV 1982)  
752.219-08 Utilization of Small Business Concerns and Small Disadvantaged  
Business concerns (JUN 1985)  
752.228-3 Worker's Compensation Insurance (Defense Base Act) (APR 1989)  
752.228-7 Insurance - Liability to Third Persons (MAY 1989)  
752.228-70 Insurance -- Worker's Compensation, Private Automobiles,  
Marine and Air Cargo (APR 1984)  
752.228-9 Cargo Insurance (MAY 1989)  
752.245-70 Government Property -- AID Reporting Requirements (APR 1984).  
752.245-71 Title to and Care of Property (APR 1984).  
752.7001 Biographical Data (DEC.1988).  
752.7002-70 Travel Expenses and Transportation and Storage Expenses (AUG.  
1986).  
752.7003 Documentation for Payment (APR 1984).  
752.7004 Source and Nationality Requirements for Procurement of Goods  
and Services (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).  
752.7013 Contractor-Mission Relationships (OCT 1989).  
752.7014 Notice of Changes in Travel Regulations (DEC 1988).  
752.7015 Use of Pouch Facilities (APR 1984).  
752.7017 Local Cost Financing with U.S. Dollars (APR 1984).  
752.7020 Organizational Conflicts of Interest (MAR 1985).  
752.7025 Approvals (APR 1984).  
752.7026-70 Reports (OCT.1989).  
752.7027-71 Personnel (APR 1984).  
752.7028 Differentials & Allowances (DEC 1988).  
752.7029 Post Privileges (APR 1984).  
752.7031-72 Leave and Holidays (OCT 1989).