

AID 1350-1 (10-79) PIO/T	UNITED STATES INTERNATIONAL DEVELOPMENT COOPERATION AGENCY AGENCY FOR INTERNATIONAL DEVELOPMENT		1. Cooperating Country AFGHANISTAN	Page 1 of 3 Pages
	PROJECT IMPLEMENTATION ORDER/TECHNICAL SERVICE		2. PIO/T No. 306-0211-3-00043	3. <input checked="" type="checkbox"/> Original or Amendment No.
			4. Project/Activity No. and Title PVO Support Project (306-0211) MCI Cooperative Agreement	

DISTRIBUTION	5. Appropriation Symbol 72-1101021	6. Allotment Symbol and Charge ODNA-90-27306-KG-13
USAID/Pakistan - CCC - CFM	7. Obligation Status <input checked="" type="checkbox"/> Admin Reservation <input type="checkbox"/> Implementing Document	8. PACD (Mo., Day, Yr.) 12/30/92

AID/Rep - 3	9. Authorized Agent O/CC, USAID/Pakistan	10. This PIO/T is in full conformance with PRO/AG N/A _____ Date _____
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AID/W ARE/ED - 2	11a. Type of Action and Governing AID Handbook <input type="checkbox"/> AID <input type="checkbox"/> PASA/ <input type="checkbox"/> AID <input type="checkbox"/> Contract <input type="checkbox"/> RSSA <input type="checkbox"/> Grant <input checked="" type="checkbox"/> Other (EB 14) (EB 13) Coop Agreement	11b. Contract/Grant/PASA/RSSA Reference Number (If this is an Amendment)
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12. Estimated Financing (A detailed budget in support of column (2) is attached as attachment No. _____)						
13. Mission References	Maximum AID Financing	A. Dollars	(1) Previous Total	(2) Increase	(3) Decrease	(4) Total to Date
		B. US owned Local Currency	-	850,000	-	850,000

14a. Instructions to Authorized Agent

The Grants Officer is requested to negotiate a cooperative agreement with Mercy Corps International (MCI) to implement agricultural activities under the PVO Support Project and to provide FY 1990 funding of \$850,000.

Details of the proposed activities and an illustrative budget are attached in Attachments 1 and 2.

14b. Address of Voucher Paying Office
Controller, USAID/Pakistan

15. Clearances - Include typed name, office symbol, telephone number and date for all clearances.

A. Project Officer certifies statement of work is technically adequate G. Lewis, O/AID/REP	Phone No. _____ Date _____	B. Statement of work is within purview of approved agency program J. Gunning, O/AID/REP/FG	Date _____
C. P. Church, O/AID/REP D. Spain, O/AID/REP, PVO	Date 5/14/90	D. Funds for the services requested are available R. DeBruce, OFM	Date 6/17/90
E. J. Miller, O/AID/REP	Date 6/17/90		

16. For the Cooperating Country: The terms and conditions set forth herein are hereby agreed to	17. For the Agency for International Development
Signature _____ Date _____ Title _____	Signature <u>Larry Cradall</u> Date <u>6/17/90</u> Title AID Representative

18. Statement of work or program description for this project is described in Attachment No. _____

19. Special Provisions

- A. Language Requirements (specify) English, Dari and/or Pushto Helpful
(If marked, testing must be accomplished by AID to assure desired level of proficiency.)
- B. Access to classified information will will not be required by technical specialists. (Indicate level) _____
- C. Duty post(s) and duration of technical specialist(s) service at post(s) (month) Quetta
- D. Dependents will will not be permitted to accompany technical specialist(s). N/A
- E. Geographic code applicable to procurement under this PIO/T is 000 808 835 841 Other (specify) _____
(If other than authorized in HB 1, Sup B, Chap 5, Para 5A1d, attach waiver(s).)
United States, Pakistan, Afghanistan and Code 935 countries when approved by AID/REP.
- F. Salary approval(s) to exceed FS-1 salary ceiling are attached in process N/A.
- G. Cooperating country acceptance of this project (applicable to AID/W projects only)
 has been obtained is in process is not applicable to services required by PIO/T.
- H. Justification for use of external resources for consulting services is attached N/A.
- I. Clearance for procurement of ADP equipment, software, and services is attached in process N/A.
- J. OMB approval of any report to be completed by ten or more members of the general public under the statement of work is attached in process N/A.
- K. Participant training is is not being funded as part of this PIO/T.
- L. Requirement (contracts only) is recommended for small business set-aside SBA 8(a) Program neither.
- M. Other (specify) Amended audit source and origin of commodities, and nationality of services clauses.

20. Provisions for Logistic Support

A. Specific Items (insert "X" in applicable column as right. If entry needs verification, insert asterisk and explain below in C. "Comments")

	IN KIND SUPPLIED BY		FROM LOCAL CURRENCY SUPPLIED BY		TO BE PROVIDED OR ARRANGED BY SUPPLIER	N/A
	AID	COOPERATING COUNTRY	AID	COOPERATING COUNTRY		
(1) Office Space					X	
(2) Office Equipment					X	
(3) Housing and Utilities					X	
(4) Furniture					X	
(5) Household Appliances (Stoves, Refrig. etc.)					X	
(6) Transportation in Cooperating Country					X	
(7) Transportation To and From Country					X	
(8) Interpreter Services Secretarial					X	
(9) Medical Facilities (Health Rooms)					X	
(10) Vehicles (Offical)					X	
(11) Travel Arrangements (Towers)					X	
(12) Any other item for logistic support					X	
(13)						
(14)						
(15)						

OTHER SPECIFY:

20. Provisions for Logistic Support (Continued)

B. Additional Facilities Available From Other Sources

Diplomatic pouch

PX

Commissary

Other (specify, e.g., duty free, entry, tax exemption)

C. Comments

21. Relationship of Contractor or Participating Agency to Cooperating Country and to AID

A. Relationships and Responsibilities General policy guidance from the AID Representative for Afghanistan or his designee.

B. Cooperating Country Liaison Officials

C. AID Liaison Officials Supervisory Agriculture Development Officer.

22. Background information (additional information useful to authorized agent)

23. Summary of attachments that accompany the PIO/T (check applicable boxes)

A. Detailed budget estimate in support of increased funding (Block 12) Attachment 2

B. Evaluation criteria for competitive procurement (Block 14A)

C. Justification for procurement by other than full and open competition or noncompetitive assistance Attachment 3

D. Statement of work or program description (Block 18) Attachment 1

E. Waiver(s) justification(s), clearance(s), certification(s) (Block 19) (specify number _____)

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Appendix 1

Illustrative Budget
12 Months
(\$)

	<u>AID</u> <u>Contribution</u>	<u>MCI 1/</u> <u>Contribution</u>	<u>Total</u>
I. <u>PROGRAM ACTIVITIES</u>			
1. Planting Materials <u>2/</u>	80,000	40,000	120,000
2. Tractors & implements	72,000	25,000	97,000
3. Agriculture tools, & supplies	90,000	65,000	155,000
4. Afghan Staff	120,000	10,000	130,000
5. Travel & per diem	55,000		55,000
6. Short term consultants	50,000		50,000
7. Trucks and motorcycles	47,500	20,000	67,500
8. Farmer training	40,000		40,000
9. Labor <u>3/</u>	40,000	35,000	75,000
10. Computer and printer	5,000		5,000
11. Other direct costs	<u>44,500</u>		<u>44,500</u>
Sub-total Program	644,000	195,000	839,000
II. <u>MONITORING</u>	25,000	10,000	35,000
III. <u>MANAGEMENT PERSONNEL 4/</u>	54,000	36,000	90,000
IV. <u>ADMINISTRATION</u>			
A. Rent, utilities, supplies etc.	30,000	62,000	92,000
B. Overhead <u>5/</u>	<u>97,000</u>		<u>97,000</u>
Sub-total Administration	127,000	62,000	189,000
<u>TOTAL</u>	\$850,000	\$303,000	\$1,153,000

Footnotes to Illustrative Budget:

1/ MCI has received approximately \$1,200,000 from other sources for the costs of administration, personnel and program for MCI's ongoing agricultural activities.

2/ Planting materials includes seed for grain, vegetable and other crops, seedling trees, etc. and related transportation costs.

3/ Labor includes "cash for work" for irrigation repair, orchard rehabilitation, etc.

4/ This includes Project Manager and Administrator. Both positions will be held by expatriates. The Project Manager will be hired overseas and will be provided with standard MCI benefits (housing, plane ticket, remuneration, etc.). The Administrator will be hired locally without these benefits. Because of MCI's hiring practices, the total costs for the Project Manager and Administrator are relatively low in comparison to maintaining expatriates hired under standard USAID contract.

5/ Overhead was calculated at 15.5% of all costs exclusive of capital procurement.

MEMORANDUM

Check One

To: O/FM: L. Martin
To: O/EXO: J. Martin (PSC only)
To: COTR/Technical Office
To: Ms. Yoma Moody, ANE/PD, SA
Agency for International Development
Washington, D.C. 20523
Fr: M. Yaqub Khan, Contracts Specialist, O/CC, USAID/Islamabad

Dt: 7/15/90

Sub: Award document (modification) No. 306-0211-A-00-0961-00

Please find attached the following document(s) for your file:

Check One

- One copy/copies of the Contract Information Management System (CIMS) Data Form
- Two copy/copies of the subject award (modification) document
- One copy of requesting document (PIO)

1026b



6



UNITED STATES AGENCY FOR INTERNATIONAL DEVELOPMENT
OFFICE OF THE AID REPRESENTATIVE

American Embassy
Islamabad, Pakistan

June 28, 1990

Mr. Joseph Rittmann
Country Director
Mercy Corps International
3030 S.W. First Avenue, Suite 24
Portland, Oregon 97201

Subject: Cooperative Agreement No.: 306-0211-A-00-0961-00
PVO Support Project

Dear Mr. Rittmann:

Pursuant to the authority contained in the Foreign Assistance act of 1961, as amended, the Agency for International Development (hereinafter referred to as "A.I.D." or "Grantor") hereby provides to Mercy Corps International (hereinafter referred to as "MCI" or Recipient") the sum of Eight Hundred and Fifty Thousand dollars (\$850,000) to implement agricultural activities under the project entitled the "PVO Support Project", as more fully described in Attachment 1 entitled "Schedule and Program Description."

This Cooperative Agreement is effective and obligation is made as of the date of this letter and shall apply to commitments made by the Recipient in furtherance of program objectives through the estimated completion date of July 1, 1991. Funds disbursed by A.I.D. but uncommitted by the Recipient at the expiration of this period shall be refunded to A.I.D.

The total estimated amount of the program is \$850,000 all of which is hereby obligated. A.I.D. shall not be liable for reimbursing the Recipient for any costs in excess of the obligated amount.

This Cooperative Agreement is made to the Recipient on condition that the funds will be administered in accordance with the terms and conditions as set forth in Attachment 1, the Schedule and Program Description, and Attachment 2 the Standard Provisions, which have been agreed to by your organization.

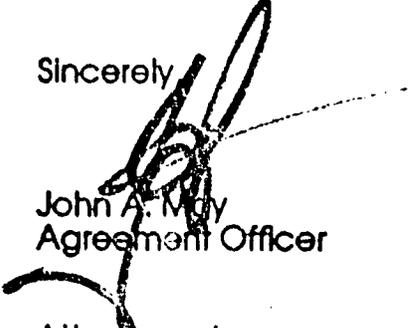
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7

MCI COOPERATIVE AGREEMENT NO. 306-0211-A-00-0961-00

Please acknowledge receipt and acceptance of this Cooperative Agreement by signing all copies of this Cover Letter. Retain one set for your files and return the remaining copies to this office.

Sincerely,


John A. May
Agreement Officer

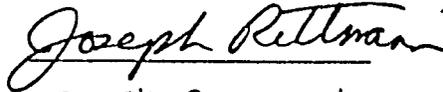
Attachments:

1. Schedule & Program Description
2. Standard Provisions

ACKNOWLEDGED:

MERCY CORPS. INTERNATIONAL

BY:



NAME:

JOSEPH RITTMANN

TITLE:

COUNTRY DIRECTOR

DATE:

8 July 1990

FISCAL DATA

PIO/T No.:

306-0211-3-00043

Appropriation No.:

72-1101021

Budget Plan Code:

QDNA-90-27306-KG-13

This obligation:

\$850,000

Total Estimated Amount:

\$850,000

Technical Office:

Agriculture Office

Office of the A.I.D. Representative
for Afghanistan Affairs

8

SCHEDULE & PROGRAM DESCRIPTION

TABLE OF CONTENTS

ARTICLE I	Purpose of Agreement And Program Description
ARTICLE II	Period of Agreement
ARTICLE III	Funds Obligated, Payment and Estimated Cost
ARTICLE IV	Establishment of Overhead Rate
ARTICLE V	Reporting Requirements
ARTICLE VI	Procurement Approvals
ARTICLE VII	Local Currency Generation
ARTICLE VIII	Substantial Involvement
ARTICLE IX	Special Provisions

ARTICLE I - PURPOSE OF AGREEMENT AND PROGRAM DESCRIPTION

A. PURPOSE

The purpose of this Agreement is to implement the agricultural activities under the PVO Support Project.

B. PROGRAM DESCRIPTION

1. Background

Prior to the war, southwest Afghanistan was a region of significant agricultural production. Helmand province, with relatively large farms irrigated from the Helmand River system, produced a large quantity of surplus wheat for distribution to wheat deficit regions of the country. Kandahar produced a large quantity of fresh and dried fruit, one of the largest export commodities in prewar Afghanistan.

Since the war, wheat and fruit production in southwest Afghanistan has dropped dramatically, as much as 75% in some regions, due to the multiple effects of abandonment of fields and orchards, reduced irrigation from lack of maintenance, and the unavailability of improved seed, nursery stock, fertilizers and pesticides.

In June 1986, Mercy Corps International (MCI), with a grant from the Office of the AID Representative for Afghanistan Affairs (O/AID/REP), began a program of providing medical supplies and health care facilities in southwest Afghanistan. Since July 1988, with funding from the Canadian High Commission, UNHCR, IRC/RAP, and UNDP, and commodity inputs from WFP, FAO, and O/AID/REP, MCI has been implementing a variety of agriculture rehabilitation projects in the provinces of Zabul, Kandahar, and Helmand. Work to date has focused on the repair of irrigation facilities and the provision of inputs such as improved seed and fertilizer.

MCI has core funding from the Canadian High Commission to help cover agriculture staff and administrative costs and has established a network of district centers in Kandahar and Helmand, a logistic support system and working relationships with provincial, district, and village level leaders. MCI is prepared to expand its ongoing activities and to undertake additional projects to help rebuild the agriculture infrastructure of Afghanistan and help increase crop production to increase farmers' incomes, expand surpluses for export and produce additional food for residents and returning refugees.

2. General Objectives of this Agreement

Under the terms of this Agreement, Mercy Corps International, in collaboration with A.I.D. and its contractors under the Agriculture Sector Support Project, shall undertake activities to restore agricultural capacity in Southwest Afghanistan. Eligible activities for support will be those which will promote the production, marketing, and processing of food grain and cash crops. The expansion of private sector capacities will be promoted to the extent that there are direct links to activities approved under this Agreement.

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10

3. Specific Objectives of the Cooperative Agreement:

A. Seed Wheat Production and Distribution: The Recipient shall train and assist a minimum of 150 farmers in southwest Afghanistan in the production, harvest, and marketing of wheat seed with the long term objective of creating a private seed growers association that will produce certified seed for use in Afghanistan. Assistance to the farmers will include irrigation/karez rehabilitation and the provision of seed, fertilizer, wheat threshers, mechanical seed cleaners, and other commodities and support as agreed by the O/AID/REP. The seed produced in this activity will be purchased and distributed in a manner and to districts as jointly agreed by the Recipient and O/AID/REP.

B. Orchard and Vineyard Rehabilitation: The Recipient shall assist Afghan farmers with the rehabilitation of a minimum of 9,000 jerbs (approximately 4,500 acres) of vineyards and orchards with the long term objectives of increasing farmer income, increasing the availability of food, generating employment opportunities and to the extent possible recapturing Afghanistan's prewar export markets. Assistance to farmers shall include:

- a) the provision of rootstock, fertilizer, hand tools, and other commodities as agreed to by the O/AID/REP;
- b) support for the repair of irrigation systems, vineyard trellises and other related infrastructure as agreed to by the O/AID/REP;
- c) the establishment of nurseries and demonstrations plots; and
- d) assistance in marketing agricultural produce.

C. Cash Crop Pilots: The Recipient shall develop pilot activities to determine the opportunities and constraints for introducing and/or reintroducing selected high value crops to Afghan farmers with the long term objective of increasing rural incomes and generating employment. This may include the testing of post harvest processing and storage technologies. Each pilot proposal will include: a) a detailed work (implementation) plan; b) discussion of specific constraints which the activity will address (such as the availability of seed and required inputs; 3) assessment of the capability of targeted farmers to cultivate the crop; 4) enumeration of the types of assistance which farmers will require to market the crop; and 5) a description of the baseline data to be collected in the pilot activity (such as existing cropping patterns, demands for labor, average incomes).

D. Agricultural Assessments: The Recipient shall conduct agricultural assessments in selected districts of the Helmand and other provinces of southwest Afghanistan, if possible, with the long term objective of facilitating the design of viable and relevant agricultural activities. The assessments will describe the conditions of the irrigation systems and other rural infrastructure, estimate the availability of farm power, report on the status of livestock production, and use the political and other non-technical constraints to donor assistance, and evaluate other

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11

factors determined relevant by the O/AID/REP. The Recipient shall develop a Scope of Work and budget for O/AID/REP approval for each proposed assessment. The initial assessment will be a survey of the status of irrigation systems and crops in the Helmand Valley.

4. Special Implementation Arrangements

A. Coordination with O/AID/REP Contractors and other Donors

The Recipient shall collaborate with O/AID/REP contractors in restoring Afghanistan's agricultural capacity. Illustratively:

- The Recipient may, subject to availability, receive fertilizer provided by the Private Sector Agribusiness (PSA) sub-project of the Agriculture Sector Support Project (ASSP) for distribution as approved by the PSA.
- Wheat seed produced by the farmers being supported by MCI may be distributed in collaboration with the Agriculture Development and Training (ADT) component of the ASSP;
- Fruit trees procured by other contractors may be distributed by the Recipient;
- The Agriculture and Rural Rehabilitation (ARR) component of the ASSP could, at the request of the Recipient and with the agreement of the O/AID/REP, repair selected farm to market roads at or near the sites of the Recipient's activities in order to enhance the achievement of activity objectives; and
- The Recipient shall draw from and share information with the cash crop feasibility study and resource inventories of rural Afghanistan undertaken by the PSA.

To ensure effective collaboration, the Recipient shall participate in the quarterly meetings of the O/AID/REP Agricultural Coordination Committee to be chaired by the Agriculture Officer. Other members of the Committee will include O/AID/REP staff and representatives of contractors and grantees.

The Recipient shall assist the O/AID/REP in its efforts to coordinate agricultural activities within the broader donor community. In this regard, the Recipient shall, as invited by O/AID/REP, participate with the O/AID/REP and its contractors in planning and information sharing meetings with the FAO, the UNHCR, UNDP, the Swedish Committee, and other donors regarding activities in Afghanistan's agriculture sector.

B. Assistance to Poppy Growing Areas

The Recipient shall not provide assistance in areas where it is known that poppies are grown unless the local community, government (shuras and/or commanders) and the Afghan Interim Government (AIG) or its successor actively seek assistance in reducing poppy production in these areas. Such assistance must be specifically approved by the Project Officer.

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12

5. Recipient Staffing Plan:

MCI's programs in Pakistan are managed by a Country Director who has responsibility for the two major programs relating to Afghanistan (medical and agricultural). Currently, the agricultural program is implemented by a team of three expatriate Canadian agriculturalists, three Pakistanis, and 60 Afghans. The Afghan staff includes five graduates from the Agriculture Faculty of Kabul University, one graduate from the Veterinary School in Kabul, and one graduate from the Polytechnic Institute in Kabul. All of the above are funded in existing projects through grants from the Canadian High Commission, UNHCR and UNDP. The expatriate staff as well as key Afghan staff will participate in the implementation of this Agreement. The Country Director will provide overall policy guidance for this Agreement while field activities will be managed by the Chief Afghan Administrator. The Recipient shall assign its present expatriate staff to manage the activities under this Agreement. The following additional positions are authorized to supplement the Recipient's current staff for implementing this Agreement:

A. Long-Term Staff

1. Project Manager (1): an expatriate with agricultural and development project experience responsible for overall management of this Agreement.
2. Regional Manager (1): an Afghan counterpart to the Project Manager responsible for directing and monitoring the implementation of activities inside Afghanistan.
3. Administrator (1): an expatriate volunteer or local hire professional who will be responsible for office procedures, reporting, data collection and accounting. The Administrator will divide his/her time equally between this Agreement and other MCI agricultural activities. Consequently, 50% of the support cost for this position will be charged to this Agreement.
4. Area Coordinators (5): Afghans of Agriculture Faculty level who will be based in Afghanistan and responsible to implement specific field components of this Agreement.
5. Assistant Area Coordinators (8): Afghans of high school level or above who will be based in Afghanistan and work with the Area Coordinators to implement the field components of this Agreement.
6. Support Staff (15): Afghans or Pakistanis with a variety of skills (e.g., drivers, watchmen, storekeepers, secretaries, etc.) who will assist in the project implementation either in Quetta or in Afghanistan.

Individuals nominated to fill expatriate as well as the Afghan Regional Manager positions must be approved by the Project Officer. The Recipient shall assign its present expatriate staff to manage specific activities under this Agreement with overall coordination provided by the Project Manager. Position descriptions and staffing patterns under this Agreement must be submitted for approval by the Mission's Agricultural Officer before being filled by the Recipient.

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13

The Recipient shall ensure that for the period of this Agreement, no U.S. national shall be sent inside Afghanistan under this Agreement, unless specifically approved in writing by the AID Representative.

B. Short-Term Technical Assistance:

The following is an illustrative list of short-term positions and level of effort. In addition to the specific specialists described below, other short-term specialists may be needed from time to time during this Agreement.

<u>Specialty</u>	<u>Number of Months</u>
a) Agriculture Marketing Specialist	1
b) Food Processing Specialist	1
c) Agriculture Economist	1
d) Agronomist	1
e) Other	<u>1</u>
TOTAL	5

All consultants nominated for short term TA assignments must be approved by both the Mission's Agriculture and Agreement Officers.

ARTICLE II: PERIOD OF AGREEMENT

A. The effective date of this Agreement is the date of the Cover Letter and the estimated expiration date is July 1, 1991.

B. Funds obligated hereunder are available for program expenditures for the estimated period from the effective date until July 1, 1991.

ARTICLE III: FUNDS OBLIGATED, PAYMENT, AND ESTIMATED COST

A. FUNDS OBLIGATED

Funds are obligated as follows:

Line Item

I. Program Activities	\$644,000
II. Monitoring	-25,000
III. Management Personnel	54,000
IV. Administration	<u>127,000</u>
Total	<u>\$850,000</u>

B. PAYMENT

Payment shall be made to the Recipient in accordance with the procedures set forth in Attachment 3, and the Standard Provision entitled "Payment - Periodic Advance".

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14

C. ESTIMATED COST

1. The budget for this Agreement is given below. Revisions to this budget shall be made in accordance with Standard Provisions of this Agreement, entitled "Revision of Grant Budget."

	BUDGET		
	<u>AID</u> <u>Contribution</u>	<u>MCI 1/</u> <u>Contribution</u>	<u>Total</u>
<u>I. PROGRAM ACTIVITIES</u>			
1. Planting Materials 2/	\$80,000	\$40,000	\$120,000
2. Tractors & Implements	72,000	25,000	97,000
3. Agriculture tools, & supplies	90,000	65,000	155,000
4. Afghan Staff	120,000	10,000	130,000
5. Travel & per diem	55,000		55,000
6. Short term consultants	50,000		50,000
7. Trucks and motorcycles	47,500	20,000	67,500
8. Farmer training	40,000		40,000
9. Labor 3/	40,000	35,000	75,000
10. Computer and printer	5,000		5,000
11. Other direct costs	<u>44,500</u>		<u>44,500</u>
Sub-total Program	<u>\$644,000</u>	<u>\$195,000</u>	<u>\$839,000</u>
II. <u>MONITORING</u>	25,000	10,000	35,000
III. <u>MANAGEMENT PERSONNEL 4/</u>	54,000	36,000	90,000
<u>IV. ADMINISTRATION</u>			
A. Rent, utilities, supplies etc.	30,000	62,000	92,000
B. Overhead	<u>97,000</u>		<u>97,000</u>
Sub-total Administration	127,000	<u>62,000</u>	<u>189,000</u>
<u>TOTAL</u>	<u>\$850,000</u>	<u>\$303,000</u>	<u>\$1,153,000</u>

1/ MCI has received funding from other sources for the costs of administration, personnel and program for MCI's ongoing agricultural activities.

2/ Planting materials includes seed for grain, vegetable and other crops, seedling trees, etc. and related transportation costs.

3/ Labor includes "cash-for-work" for irrigation repair, orchard rehabilitation, etc.

4/ This includes Project Manager and Administrator. Both positions will be held by expatriates. The Project Manager will be hired overseas and will be provided with standard MCI benefits. The Administrator will be hired locally without these benefits.

5/ Any variation in excess of 15 percent among budget line items category will require written approval of the Agreement Officer.

3. The Recipient agrees to furnish data which the Agreement Officer may request on costs expended or accrued under this Agreement in support of the budget information provided herein.

4. The restrictions on the use of A.I.D. funds hereunder set forth in the Standard Provisions of this Agreement are applicable expenditures incurred with A.I.D. funds provided under this Agreement. The Standard Provisions are not applicable to expenditures incurred with funds provided from non-Federal sources." The Recipient will account for A.I.D. funds in accordance with Standard Provision No. 2 entitled "Accounting, Audit and Records."

5. Financial Reports

All financial reports and vouchers for payment and reporting of expenditures will be submitted monthly (on an advance/reimbursement system) by the Recipient and will conform to A.I.D. regulations and the terms of the Optional Standard Provision entitled "Payment - Periodic Advance."

Billings should be submitted on a monthly basis in the following format:

<u>Itemized</u> <u>Budget</u>	<u>Claimed</u> <u>Previously</u>	<u>Claimed</u> <u>This Period</u>	<u>Total</u> <u>Claimed</u>
----------------------------------	-------------------------------------	--------------------------------------	--------------------------------

Billings should be submitted to:

Controller USAID/Islamabad
PSC Box 4
APO New York 09614
-or-
Controller - USAID
18, 6th Avenue, Ramna 5
Islamabad, Pakistan

The Recipient shall submit requests for advances on SF 270 to the Agriculture Officer; O/AID/Rep.

ARTICLE IV: ESTABLISHMENT OF OVERHEAD RATE

Pursuant to the Standard Provision of this Agreement entitled "Negotiated Indirect Rates - Provisional", a rate or rates shall be established for each of the Recipient's accounting periods during the term of this Agreement. Pending establishment of final indirect cost rates, provisional payments on account of allowable indirect costs shall be made on the basis of the following rates applied to the bases which are set forth below.

<u>Type</u>	<u>Rate</u>	<u>Period</u>	<u>Base of Application</u>
Provisional	15.50%	July 1, 1990 to Until Amended	Total allowable costs excluding capital expenditure and other exclusions specified in the Agreement.

ARTICLE V: REPORTING REQUIREMENTS:

The Recipient shall submit three copies of the following reports to the Project Officer. These progress reports will be the basic source of information for ongoing project management and shall follow the Mission's standard data and format requirements. Reports should be based on information provided by the monitoring system and should summarize current project accomplishments, problems, and recommended actions.

A. Implementation Plan

The Implementation Plan shall be submitted to O/AID/REP for review and approval within 30 days of the effective date.

The Plan shall schedule and quantify each of the four specific objectives described in the Scope of Work: (1) seed wheat production and distribution; (2) orchard and vineyard rehabilitation; (3) cash crop pilot activities; and (4) agricultural assessments.

The Plan shall present a program and staffing pattern for each of the activities listed above in accordance with the strategies described under Section III. It will identify needed equipment, material and services. The plan will present budgets for each component, in addition to estimated beneficiaries and anticipated beginning and ending dates for each activity. The plan will also describe a monitoring system and project monitoring requirements.

B. Implementation Plan Update

On or about December 1, 1990, a review and update of the Implementation Plan will be prepared for the following six months and will be submitted to O/AID/REP for review and approval. This update will detail achievements and constraints of the previous six months and future corrective actions and revised budgets, taking into consideration information provided by both the quarterly progress and semiannual monitoring reports.

C. Quarterly Progress Reports

Quarterly progress reports will be the basic source of information for interim project management. These reports should be based on standard guidance provided by the Mission and information provided by the monitoring system. These reports will summarize current project accomplishments and problems for O/AID/REP's and the Recipient's management.

D. Quarterly Agendas

Quarterly agendas will be designed to coordinate with the needs of the other participants in the quarterly meeting of the Agricultural Coordinating Committee.

E. End of Tour Report

An end of tour report will be submitted in writing by the Project Manager at the end of his tour.

ARTICLE VI: PROCUREMENT APPROVALS

The Recipient shall submit procurement requests for written approval by the Agriculture Officer for all non-expendable items with a value exceeding \$1,000. The procurement of these items will be undertaken by the Mission's procurement contractor.

NOT AVAILABLE DOCUMENT 17

An illustrative list of commodity and equipment procurement requirements for this Agreement is given below.

<u>Item</u>	<u>Qty</u>	<u>Estimated Unit Cost (\$)</u>	<u>Estimated Total Cost (\$)</u>
1. 4x4 Pickup Truck	1	15,000	15,000
2. 125 cc Motorcycles	13	2,500	32,500
3. Tractors	4	10,000	40,000
4. Cultivation Equipment (plow, cultivator, etc.)	4	4,000	16,000
5. Threshers	4	1,750	7,000
6. Reapers	4	1,750	7,000
7. Seed Cleaners	2	1,000	2,000
8. Agriculture Tools and materials		90,000	90,000
9. Planting Materials		80,000	80,000
10. Computer and printer	1	5,000	5,000
	TOTAL		\$294,500

ARTICLE VII: LOCAL CURRENCY GENERATION

Local currency (rupees and afghanis) may be generated by the Recipient in the course of distributing productive inputs inside Afghanistan. The Recipient will ensure that local currencies thus generated by A.I.D.-financed inputs are promptly deposited in a Special Account in a Pakistani commercial bank, opened in the name of MCI, for receipt of payments, and formally notify the O/AID/REP of the account number and bank. The account, under applicable Pakistani banking laws and regulations, shall be in a profit-and-loss account, unless otherwise agreed to by A.I.D. The Recipient will be the manager of the Special Account, subject to the requirement noted below to obtain the approval of O/AID/REP for expenditures from the account.

Requests for expenditures of these funds by the Recipient on local program costs will be submitted to the O/AID/REP for consideration and approval.

The Recipient must maintain auditable records and documents pertaining to all deposits into, funds maintained within, and disbursements from the Special Account for at least three years or such longer period of time as may be required in the Standard Provision from the date of the sale of commodities which resulted in the deposits. The records and documents shall be kept in a manner which will accurately report all transactions pertaining to the sale of commodities, the deposit of the currencies in the Special Account and disbursements from the Special Account for authorized purposes. The books and records must be available for inspection and audits at reasonable times by persons designated by A.I.D.

Activities in which the Recipient will generate local currency will be conducted only when deemed to be beneficial to the project and only at the direction of the O/AID/REP. The exact methodology for these activities will be agreed to on a case-by-case basis by the parties.

ARTICLE VIII: SUBSTANTIAL INVOLVEMENT

It is understood and agreed that A.I.D. shall be substantially involved during the implementation of this Agreement, as follows:

1. The Project Officer will review and approve the Implementation Plan.
2. The Project Officer will chair meetings of the Agriculture Coordinating Committee in which the Recipient will participate.
3. The AID Representative will approve all persons nominated to fill expatriate and the Afghan Regional Manager positions.
4. The Project Officer will approve all position descriptions and staffing patterns under this Agreement.
5. The Project Officer and Contracts Officer will approve all short-term specialists.
6. The Project Officer will review the Implementation Plan Update.
7. The Project Officer will provide guidance for the Quarterly Progress Reports.
8. The Project Officer will approve in writing all procurement requests for non-expendable items with a value exceeding \$1,000.
9. The Project Officer and Controller will approve in writing all expenditures of any local currency generated in the course of this Agreement.

ARTICLE IX: SPECIAL PROVISIONS

A. Title to Property

Title to all property financed under this Agreement shall vest in the U.S. Government, subject to the conditions of the Standard Provision entitled, "Title To and Use of Property (U.S. Government Title)."

B. Authorized Geographic Code

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 this Agreement shall, except as the A.I.D. Representative may otherwise agree in writing, be financed only on flag vessels of the United States.

C. Prohibition on Assistance to Drug Traffickers

The Recipient shall take all reasonable steps to ensure that assistance is not provided to or through any individual or entity, that the Recipient knows or has reason to believe--

- 11 -
BEST AVAILABLE DOCUMENT 9

(1) has been convicted of a violation of, or a conspiracy to violate, any law or regulation of the United States, a State or the District of Columbia, or a foreign country relating narcotic or psychotropic drugs or other controlled substances (as defined in Section 481(l)(3) of the Foreign Assistance Act.

(2) is or has been an illicit trafficker in any such controlled substance or is or has been a knowing assister, abettor, conspirator, or colluder with others in the illicit trafficking in any such substance.

The Recipient shall provide any certification which may be required regarding compliance with this provision.

D. Special Audit Provisions

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

E. KEY PERSONNEL

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

Project Manager
Regional Manager
Administrator
Area Coordinator

2. The key personnel positions identified above are considered to be essential to the work being performed hereunder. Prior to diverting any of the key personnel named above to other programs, the Recipient shall simultaneously notify the Agreement Officer and the Agriculture Officer reasonably in advance and shall submit justification in sufficient detail (including budget impact) to permit evaluation of the impact on the program. Proposed substitutions must be submitted simultaneously to the Agreement Officer and the cognizant A.I.D. Project Officer not later than 30 days after the diversion of any of the approved individuals. No diversion shall be made by the Recipient without the written consent of the Agreement Officer. Failure to do so may be considered nonperformance by the Recipient. The listing of key personnel positions may be amended from time to time to either add or delete positions.

F. Personnel Compensation

1. Limitations. Compensation of personnel which is charged as a direct cost under this Agreement are subject to the following additional specific understandings which set limits on items which otherwise would be reasonable, allocable, and allowable.

BEST AVAILABLE DOCUMENT 20

(a) Approvals. Salaries and wages may not exceed the Recipient's established policy and practice, including the Recipient's established pay scale for equivalent classifications of employees, which will be certified to by the Recipient, nor may any individual salary or wage, without approval of the Agreement 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 this Agreement 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 Agreement Officer.

(b) 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.

(c) Return of Overseas Employees. Salaries and wages paid to an employee serving overseas who is discharged by the Recipient 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.

(d) Annual Salary Increases. Annual salary increases may not exceed those provided by the Recipient's established policy and practice subject to the following: With respect to employees performing work under this Agreement the maximum annual salary increase paid under this Agreement is not more than 5% of the employee's base salary, subject to the Recipient's established policy and practice, after the employee's completion of each twelve month period of satisfactory services under the Agreement. 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 Agreement Officer.

(e) Third Country and Cooperating Country Nationals. No compensation for third country or cooperating country nationals will be reimbursed unless their use under the Agreement 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 Agreement Officer, exceed either the Recipient'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 Agreement Officer.

(f) Work Week:

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

The work week for the Recipient'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 Recipient's counterparts associated with the work of this Agreement.

BEST AVAILABLE DOCUMENT

(g) Initial Salaries:

The initial starting salaries of all employees whose salaries are charged as a direct cost to this Agreement must be approved in advance and in writing, by the Agreement Officer.

2. 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.

G. Medical Clearance

All members of the Recipient's staff and their dependents who will remain in Pakistan for 60 days or longer must have a medical clearance from M/MED, Room 2906-NS, Department of State, Washington, DC, 20520 prior to departing for assignment overseas. 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 Agreement 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, nor will A.I.D. accept any responsibility for the safety, health or welfare of such employees.

H. Emergency Locator Information

The Recipient agrees to provide the following information to the Agreement Officer, A.I.D./Islamabad on/or before the arrival in Pakistan of each 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 Recipient's name, home office address, and telephone number, including any after-hours emergency number(s), and the name of the Recipient's home office staff member having administrative responsibility for the Agreement.
3. The name, address, and telephone number of each person's next of kin.
4. Any special instructions pertaining to emergency situations such as power of attorney designees or alternate contact persons.

Status of Taxes

i. Host country taxes:

A.I.D. does not finance or pay host country taxes or other

PAST AVAILABLE DOCUMENT

22

II. 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 Agreement, firms are not expected to be liable for Pakistani corporate tax. It is the sole responsibility of the Recipient 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.

Geographic Locations:

1. The United States: Home Office.
2. Pakistan: The Recipient's field headquarters shall be based in Pakistan. All expatriates will be based there, but extensive travel in Pakistan (and later in Afghanistan) is anticipated.
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. Recipient employees of other nationalities are not affected by this policy. This policy is expected to change as security conditions improve inside Afghanistan. Eventually, the Recipient will be expected to establish operations, field headquarters and staff inside Afghanistan.

In this event, the Recipient will be required to establish its headquarters and headquarters staff inside Afghanistan. In the meantime, the Recipient, 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 Agreement.

K. Local Hire Staff:

All positions descriptions for local hire positions charged directly to this Agreement will be submitted by the Recipient to the Mission within 60 days after the effective date of the Agreement and must be approved by the Agriculture Officer.

L. Co-Financing

Financial management and reporting of those activities financed by other donors will be separate from A.I.D.-funded activities.

M. Cooperation With Other Contractors

The Recipient will cooperate fully with other O/AID/REP contractors in all matters of implementation.

N. Close-out Procedures

This section prescribes uniform closeout procedures.

1. The following definitions shall apply for the purpose of this section.

a. Closeout: The closeout of a grant or agreement is the process by which AID determines that all applicable administrative actions and all required work of the grant or agreement have been completed by the recipient and AID.

b. Date of Completion: The date of completion is the date on which all work under grants and agreements is completed or the date on the award documents, or any supplement or amendment thereto, on which AID sponsorship ends.

c. Disallowed Costs: Disallowed costs are those charges to a grant or agreement that AID or its representative determines to be unallowable in accordance with the applicable Federal cost principles or other conditions contained in the grant or agreement.

2. AID closeout procedures include the following requirements:

a. Upon request, AID shall make prompt payments to a recipient for allowable reimbursable costs under the grant or agreement being closed out.

b. The recipient shall immediately refund any balance or unobligated (unencumbered) cash that AID has advanced or paid and that is not authorized to be retained by the recipient for use in other grants or agreements.

c. AID shall obtain from the recipient within 90 calendar days after the agreement all financial, performance, and other reports required as a condition of the grant or agreement. AID may grant extensions when requested by the recipient.

d. The recipient shall account for any property acquired with AID funds or received from the Government in accordance with Attachment N of OMB Circular A-110 entitled "Property Management Standards".

e. In the event a final audit has not been performed prior to the closeout of the grant or agreement, AID shall retain the right to recover an appropriate amount after fully considering the recommendations on questioned costs resulting from the final audit.

O. Restrictions on Lobbying

a) Definitions. As used in this clause,

"Agency" as defined in 5 U.S.C. 552(f), includes Federal executive departments and agencies as well as independent regulatory commissions and Government corporations as defined in 31 U.S.C. 9101(1).

BEST AVAILABLE DOCUMENT

24

"Covered Federal action" means any of the following Federal actions:

- (1) The awarding of any Federal contract;
- (2) The making of any Federal grant;
- (3) The making of any Federal loan;
- (4) The entering into of any cooperative agreement; and
- (5) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

Covered Federal action does not include receiving from an agency a commitment providing for the United States to insure or guarantee a loan.

"Indian tribe" and "tribal organization" have the meaning provided in section 4 of the Indian Self-determination and Education Assistance Act (25 U.S.C. 450B). Alaskan Natives are included under the definitions of Indian tribes in that Act.

"Influencing or attempting to influence" means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

"Local government" means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

"Officer or employee of an agency" includes the following individuals who are employed by an agency:

- (1) An individual who is appointed to a position in the Government under title 5, U.S. Code, including a position under a temporary appointment;
- (2) A member of the uniformed services as defined in section 101(3), title 37, U.S. Code;
- (3) A special Government employee as defined in section 202, title 18, U.S. Code; and
- (4) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, title 5, U.S. Code, appendix 2.

"Person" means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit or not for profit. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Reasonable compensation" means, with respect to a regularly employed officer or employee of any person, compensation that is consistent with the normal compensation for such officer or employee for work that is not furnished to, not funded by, or not furnished in cooperation with the Federal Government.

"Reasonable payment" means, with respect to professional and other technical services, a payment in an amount that is consistent with the amount normally paid for such services in the private sector.

"Recipient" includes all contractors and subcontractors at any tier in connection with a Federal contract. The term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed" means, with respect to an officer or employee of a person requesting or receiving a Federal contract, an officer or employee who is employed by such person for at least 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract. An officer or employee who is employed by such person for less than 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

"State" means a state of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and a multi-State, regional, or interstate entity having governmental duties and powers.

(b) Prohibitions.

(1) Section 1352 of title 31, U.S. code, provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) The prohibition does not apply as follows:

(i) Agency and legislative liaison by Own Employees.

(A) The prohibition on the use of appropriated funds, in paragraph (1) of this section, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a Federal contract if the payment is for agency and legislative liaison activities not directly related to a covered Federal action.

(B) For purposes of paragraph (A) of this section, providing any information specifically requested by an agency or Congress is allowable at any time.

(C) For purposes of paragraph (A) of this section, the following agency and legislative liaison activities are allowable at any time only where they are not related to a specific solicitation for any covered Federal action:

(i) Discussing with an agency (including individual demonstrations) the the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and

(ii) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(D) For purposes of paragraph (A) of this section, the following agency and legislative liaison activities are allowable only where they are prior to formal solicitation of any covered Federal action:

(i) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

(ii) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and

(iii) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Pub. L. 95-507 and other subsequent amendments.

(E) Only those activities expressly authorized by paragraph (I) of this section are allowable under paragraph (I).

(ii) Professional and technical services by Own Employees.

(A) The prohibition on the use of appropriated funds, in paragraph (1) of this section, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a Federal contract or an extension, continuation, renewal, amendment, or modification of a Federal contract if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal contract or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal contract.

(B) For purposes of paragraph (A) of this section, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline. For example, drafting of a legal document accompanying a bid or proposal by a lawyer is allowable. Similarly, technical advice provided by an engineer on the performance or operational capability of a piece of equipment rendered directly in the negotiation of a contract is allowable. However, communications with the

intent to influence made by a professional (such as a licensed lawyer) or a technical person (such as a licensed accountant) are not allowable under this section unless they provide advice and analysis directly applying their professional or technical expertise and unless the advice or analysis is rendered directly and solely in the preparation, submission or negotiation of a covered Federal action. Thus, for example, communications with the intent to influence made by a lawyer that do not provide legal advice or analysis directly and solely related to the legal aspects of his or her client's proposal, but generally advocate one proposal over another are not allowable under this section because the lawyer is not providing professional legal services. Similarly, communications with the intent to influence made by an engineer providing an engineering analysis prior to the preparation or submission of a bid or proposal are not allowable under this section since the engineer is providing technical services but not directly in the preparation, submission or negotiation of a covered Federal action.

(C) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal action include those required by law or regulation, or reasonably expected to be required by law or regulation, and any other requirements in the actual award documents.

(D) Only those services expressly authorized by paragraph (ii) of this section are allowable under paragraph (ii).

(iii) Reporting for Own Employees.

No reporting is requirements with respect to payments of reasonable compensation made to regularly employed officers or employees of a person.

(iv) Professional and technical services by Other than Own Employees.

(A) The prohibition on the use of appropriated funds, in paragraph (1) of this section, does not apply in the case of any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action, if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of by bid, proposal, or application for that covered Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that covered Federal action.

(B) For purposes of paragraph (A) of this section, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline. For example, drafting of a legal document accompanying a bid or proposal by a lawyer is allowable. Similarly, technical advice provided by an engineer on the performance or operational capability of a piece of equipment rendered directly in the negotiation of a contracts allowable. However, communications with the intent to influence made by a professional (such as a licensed lawyer) or a technical person (such as a licensed accountant) are not allowable under this section unless they provide advice and analysis directly applying their professional or technical expertise and unless the advice or analysis is rendered directly and solely in the preparation, submission or negotiation of a covered Federal action. Thus, for example, communications with the intent to influence made by a lawyer that do not provide legal advice or analysis

directly and solely related to the legal aspects of his or her client's proposal, but generally advocate one proposal over another are not allowable under this section because the lawyer is not providing professional legal services. Similarly, communications with the intent to influence made by an engineer providing an engineering analysis prior to the preparation or submission of a bid or proposal are not allowable under this section since the engineer is providing technical services but not directly in the preparation, submission or negotiation of a covered Federal action.

(C) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal action include those required by law or regulation, or reasonably expected to be required by law or regulation, and any other requirements in the actual award documents.

(D) Persons other than officer or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(E) Only those services expressly authorized by paragraph (iv) of this section are allowable under paragraph (iv).

(c) Disclosure.

(1) Each person who requests or receives from an agency a covered Federal action shall file with that agency a certification that no person has not made, and will not make, any payment prohibited by paragraph (b) of this provision.

(2) Each person who requests or receives from an agency a covered Federal action shall file with that agency a disclosure form, disclosure form, Standard Form-LLL, "Disclosure of Lobbying Activities," if such person has made or has agreed to make any payment using non-appropriated funds (to include profits from any covered Federal action), which would be prohibited under paragraph (b) of this provision if paid for with appropriated funds.

(3) Each person shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under paragraph (2) of this section. An event that materially affects the accuracy of the information reported includes:

(i) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or

(ii) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or

(iii) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.

(4) Any person who requests or receives from a person referred to in paragraph (1) of this section a subcontract exceeding \$100,000 at any tier under a Federal contract shall file a certification, and a disclosure form, if required, to the next tier above.

(5) All disclosure forms, but not certifications, shall be forwarded from tier to tier until received by the person referred to in paragraph (1) of this section. That person shall forward all disclosure forms to the agency.

(d) Penalties.

(1) Any person who makes an expenditure prohibited under paragraph (b) of this clause shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure.

(2) Any person who fails to file or amend the disclosure form to be filed or amended if required by this clause, shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure.

(3) Contractors may rely without liability on the representation made by their subcontractors in the certification and disclosure form.

(f) Cost allowability.

Nothing in this clause is to be interpreted to make allowable or reasonable any costs which would otherwise be unallowable or unreasonable in accordance with Part 31 of the Federal Acquisition Regulation. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any of the provision of part 31 of the Federal Acquisition Regulation.

MANDATORY STANDARD PROVISIONS FOR
U.S., NONGOVERNMENTAL GRANTEEES 1/
INDEX OF
MANDATORY STANDARD PROVISIONS

- | | |
|--------------------------------------|---------------------------------------------------------------|
| 1. Allowable Costs | 7. Ineligible Countries |
| 2. Accounting, Audit,
and Records | 8. Debarment, Suspension, and other
Responsibility Matters |
| 3. Refunds | 9. Nondiscrimination. |
| 4. Revision of Grant Budget | 10. U.S. Officials Not to Benefit. |
| 5. Termination and Suspension | 11. Nonliability |
| 6. Disputes | 12. Amendment |
| 7. Ineligible countries | 13. Notices. |

1. ALLOWABLE COSTS (NOVEMBER 1985)

The grantee shall be reimbursed for costs incurred in carrying out the purposes of this grant which are determined by the grant officer to be reasonable, allocable, and allowable in accordance with the terms of this grant, any negotiated advance understanding on particular cost items, and the applicable* cost principles in effect on the date of this grant.

* NOTE: For Educational Institutions use OMB Circular A-21; for all other non-profits use OMB Circular A-122; and for profit making firms use FAR 31.2. and AIDAR 731.2.

2. ACCOUNTING, AUDIT, AND RECORDS (JANUARY 1988)

(a) The grantee shall maintain books, records, documents, and other evidence in accordance with the grantee's usual accounting procedures to sufficiently substantiate charges to the grant. The grantee's financial management system shall provide for the following:

(1) Accurate, current, and complete disclosure for each AID-sponsored project or program in accordance with the reporting requirements of this grant. While A.I.D. requires reporting on an accrual basis, the grantee shall not be required to establish an accrual accounting system but shall develop such accrual data for its reports on the basis of an analysis of the documentation on hand.

1/ When these Standard Provisions are used for cooperative agreements, the following terms apply:

"Grantee" means "Recipient"

"Grant" means "Cooperative Agreement," and

"A.I.D. Grants Officer" means "A.I.D. Agreement Officer"

BEST AVAILABLE DOCUMENT

(2) Records that identify adequately the source and application of funds for AID-sponsored activities. These records shall contain information pertaining to Federal awards, authorizations, obligations, unobligated balances, assets, outlays, and income.

(3) Effective control over and accountability for all funds, property, and other assets. Grantee shall adequately safeguard all such assets and shall ensure that they are used solely for authorized purposes.

(4) Comparison of actual outlays with budget amounts for each grant. Financial information should be related to performance and unit-cost data whenever appropriate.

(5) Procedures to minimize the time elapsing between the transfer of funds from the U.S. Treasury and the disbursement by the recipient, whenever funds are advanced by the Federal Government.

(6) Procedures for determining the reasonableness, allowability, and allocability of costs in accordance with the provisions of the applicable Federal cost principles and the terms of the grant.

(7) Accounting records that are supported by documentation that at a minimum will identify, segregate, accumulate, and record all costs incurred under a grant and which fully disclose (i) the amount and disposition by the grantee of the proceeds of such assistance, (ii) the total cost of the project or undertaking in connection with which such assistance is given or used, (iii) the amount of that portion of the cost of the project or undertaking supplied by other sources, and (iv) such other records as will facilitate an effective audit.

(8) Examinations in the form of audits or internal audits shall be made by qualified individuals that are sufficiently independent of those that authorize the expenditure of A.I.D. funds, to produce unbiased opinions, conclusions, or judgments. They shall meet the independence criteria along the lines of Chapter IV, Part B of the U.S. General Accounting Office Publication Standards for Audit of Governmental Organizations, Programs, Activities, and Functions (1981 Revision). These examinations are intended to ascertain the effectiveness of the financial management systems and internal procedures that have been established to meet the terms and conditions of the grant. It is not intended that each grant awarded to the grantee be examined. Generally, examinations should be conducted on an organization-wide basis to test the fiscal integrity of financial transactions, as well as compliance with the terms and conditions of the A.I.D. grant. Such tests would include an appropriate sampling of Federal grants and agreements. Examinations will be conducted with reasonable frequency, on a continuing basis or at scheduled intervals, usually annually, but not less frequently than every two years. A copy of the audit report shall be furnished to the A.I.D. grant officer who shall submit it to A.I.D.'s Regional Inspector General for Audit. The frequency of these examinations shall depend upon the nature, size, and the complexity of the activity. These grantee self-examinations do not relieve A.I.D. of its audit responsibilities, but may affect the frequency and scope of such audits.

(9) A systematic method to ensure timely and appropriate resolution of audit findings and recommendations.

(b) The grantee shall preserve and make available such records for examination and audit by A.I.D. and the Comptroller General of the United States, or their authorized representatives:

(1) until the expiration of three years from the date of termination of the grant;

(2) for such longer period, if any, as is required to complete an audit to resolve all questions concerning expenditures unless written approval has been obtained from the grant officer to dispose of the records. A.I.D. follows generally accepted accounting practices in determining that there has been proper accounting and use of grant funds. The grantee agrees to make available any further information requested by A.I.D. with respect to any questions arising as a result of the audit; and

(3) If any litigation, claim, or audit is started before the expiration of the three year period, the records shall be retained until all litigations, claims or audit findings involving the records have been resolved.

(c) The grantee shall require subrecipients to adopt the standards in paragraphs (a) and (b) above except that portion of subparagraph (a) that would require specific financial reporting forms and frequencies in accordance with the payment provisions of the grant.

3 REFUNDS (JANUARY 1988)

(a) The grantee shall remit to A.I.D. all interest earned on funds provided by A.I.D. at least quarterly, except that interest amounts up to \$100 per year may be retained by the grantee for administrative expense.

(b) Funds obligated by A.I.D. but not disbursed to the grantee at the time the grant expires or is terminated shall revert to A.I.D., except for such funds encumbered by the grantee by a legally binding transaction applicable to this grant. Any funds advanced to but not expended by the grantee and not encumbered by a legally binding transaction applicable to this grant at the time of expiration or termination of the grant shall be refunded to A.I.D.

(c) If, at any time during the life of the grant, or as a result of final audit, it is determined by A.I.D. that funds it provided under this grant have been expended for purposes not in accordance with the terms of this grant, the grantee shall refund such amount to A.I.D.

4. REVISION OF GRANT BUDGET (NOVEMBER 1985)

(a) The approved grant budget is the financial expression of the grantee's program as approved during the grant award process.

(b) The grantee shall immediately request approval from the grant officer when there is reason to believe that within the next 30 calendar days a revision of the approved grant budget will be necessary for the following reasons:

(1) Changes in the scope or the objectives of the program and/or revisions in the funding allocated among program objectives.

(2) The need for additional funding.

(3) The grantee expects the amount of A.I.D. authorized funds to exceed its needs by more than \$5,000 or five percent of the A.I.D. award, whichever is greater.

(4) The grantee plans to transfer funds budgeted for indirect costs to absorb increases in direct costs or vice versa.

(5) The grantee intends to contract or subgrant any of the substantive programmatic work under this grant, and such contracts or subgrants were not included in the approved grant budget.

(6) The grantee plans to incur an expenditure which would require advance approval in accordance with the applicable Federal cost principles and was not included in the approved grant budget.

(7) The grantee plans to transfer funds allotted for training allowances to other categories of expense.

(c) When requesting approval for budget revisions, the grantee shall use the budget formats that were used in the application unless a letter request will suffice.

(d) Within 30 calendar days from the date of the receipt of the request for budget revisions, the grant officer shall review the request and notify the grantee whether the budget revisions have been approved. If the revisions are still under consideration at the end of 30 calendar days, the grant officer shall inform the grantee in writing of the date when the grantee may expect the decision. The grant officer shall obtain the project officer's clearance on all such requests prior to communication with the grantee.

(e) If the requested budget revision requires the obligation of additional funding, and, if after notification pursuant to this standard provision, A.I.D. determines not to provide additional funds, the A.I.D. grant officer will, upon written request of the grantee, terminate this grant pursuant to the standard provision of this grant, entitled "Termination and Suspension."

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34

(f) Except as required by other provisions of this grant specifically stated to be an exception from this provision, the Government shall not be obligated to reimburse the grantee for costs incurred in excess of the total amount obligated under the grant. The grantee shall not be obligated to continue performance under the grant (including actions under the "Termination and Suspension" provision) or otherwise to incur costs in excess of the amount obligated under the grant, unless and until the grant officer has notified the grantee in writing that such obligated amount has been increased and has specified in such notice the new obligated grant total amount.

5. TERMINATION AND SUSPENSION (MAY 1986)

(a) For Cause. This grant may be terminated for cause at any time, in whole or in part, by the grant officer upon written notice to the grantee, whenever it is determined that the grantee has failed to comply with the conditions of the grant.

(b) For Convenience. This grant may be terminated for convenience at any time by either party, in whole or in part, if both parties agree that the continuation of the grant would not produce beneficial results commensurate with the further expenditure of funds. Both parties shall agree upon termination conditions, including the effective date and, in the case of partial terminations, the portion to be terminated. The agreement to terminate shall be set forth in a letter from the grant officer to the grantee.

(c) Suspension: Termination for Changed Circumstances. If at any time A.I.D. determines that continuation of funding for a program should be suspended or terminated because such assistance is not in the national interest of the United States or that it would be in violation of an applicable law, then A.I.D. may, following notice to the grantee, suspend this grant and prohibit the grantee from incurring additional obligations chargeable to this grant other than necessary and proper costs in accordance with the terms of this grant during the period of suspension. If the situation causing the suspension continues for 60 days or more, then A.I.D. may terminate this grant on written notice to the grantee and cancel that portion of this grant which has not been disbursed or irrevocably committed to third parties.

(d) Termination Procedures. Upon receipt of and in accordance with a termination notice as specified in either paragraph (a) or (b) above, the grantee shall take immediate action to minimize all expenditures and obligations financed by this grant and shall cancel such unliquidated obligations whenever possible. Except as provided below, no further reimbursement shall be made after the effective date of termination. The grantee shall within 30 calendar days after the effective date of such termination repay to the Government all unexpended A.I.D. funds which are not otherwise obligated by a legally binding transaction applicable to this grant. Should the funds paid by the

Government to the grantee prior to the effective date of the termination of this grant be insufficient to cover the grantee's obligations in the legally binding transaction, the grantee may submit to the Government within 90 calendar days after the effective date of such termination a written claim covering such obligations. The grant officer shall determine the amount(s) to be paid by the Government to the grantee under such claim in accordance with the applicable cost principles.

6. DISPUTES (NOVEMBER 1989)

(a) Any dispute under this grant shall be decided by the A.I.D. grant officer. The grant officer shall furnish the grantee a written copy of the decision.

(b) Decisions of the A.I.D. grant officer shall be final unless, within 30 days of receipt of the decision of the grant officer, the grantee appeals the decision to A.I.D.'s Deputy Assistant to the Administrator for Management Services. Any appeal made under this provision shall be in writing and addressed to the Deputy Assistant to the Administrator for Management Services, Agency for International Development, Washington, D.C. 20523. A copy of the appeal shall be concurrently furnished to the grant officer.

(c) In order to facilitate review on the record by the Deputy Assistant to the Administrator for Management Services, the grantee shall be given an opportunity to submit written evidence in support of its appeal. No hearing will be provided.

(d) A decision under this provision by the Associate Assistant to the Administrator for Management shall be final.

7. INELIGIBLE COUNTRIES (MAY 1986)

Unless otherwise approved by the A.I.D. grant officer, no funds will be expended for assistance to countries ineligible for assistance under the Foreign Assistance Act of 1961, as amended, or under acts appropriating funds for foreign assistance.

8. DEPARTMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (MARCH 1989)

(1) The grantee certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicated for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(2) The grantee agrees that, unless authorized by the Grant Officer, it will not knowingly enter into any subagreements or contracts under this grant with a person or entity that is included on the "Lists of Parties Excluded from Federal Procurement or Nonprocurement Programs". The grantee further agrees to include the following provision in any subagreements or contracts entered into under this grant:

DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION
(MARCH 1989).

The recipient/contractor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(3) The policies and procedures applicable to debarment, suspension and ineligibility under AID-financed transactions are set forth in 22 CFR Part 208.

9. NONDISCRIMINATION (MAY 1986)

No U.S. citizen or legal resident shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity funded by this grant on the basis of race, color, national origin, age, handicap, or sex.

10. U.S OFFICIALS NOT TO BENEFIT (NOVEMBER 1985)

No member of or delegate to the U.S. Congress or resident U.S. Commissioner shall be admitted to any share or part of this grant or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this grant if made with a corporation for its general benefit.

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37

11. NONLIABILITY (NOVEMBER 1985)

A.I.D. does not assume liability for any third party claims for damages arising out of this grant.

12. AMENDMENT (NOVEMBER 1985)

The grant may be amended by formal modifications to the basic grant document or by means of an exchange of letters between the grant officer and an appropriate official of the grantee.

13. NOTICES (NOVEMBER 1985)

Any notice given by A.I.D. or the grantee shall be sufficient only if in writing and delivered in person, mailed, or cabled as follows:

To the A.I.D. grant officer, at the address specified in the grant.

To grantee, at grantee's address shown in the grant or to such other address designated within the grant.

Notices shall be effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.

OPTIONAL STANDARD PROVISIONS FOR
U.S., NONGOVERNMENTAL GRANTEES

The following standard provisions are required to be used when applicable. Applicability statements are contained in the parenthetical statement preceding the standard provision. When a standard provision is determined to be applicable in accordance with the applicability statement, the use of such standard provision is mandatory unless a deviation has been approved in accordance with Paragraph 1E of Chapter 1 of Handbook 13. Each grant is required to have a payment provision. Check off the optional standard provisions which are included in the grant. Only those standard provisions which have been checked off are included physically within this grant.

- | | | |
|-----|--------------------------------------------------------------|-------------|
| 1. | Payment - Letter of Credit | <u>XXX</u> |
| 2. | Payment - Periodic Advance | <u>XXX</u> |
| 3. | Payment - Cost Reimbursement | <u>XXX</u> |
| 4. | Air Travel and Transportation | <u>XXX</u> |
| 5. | Ocean Shipment of Goods | <u>XXX</u> |
| 6. | Procurement of Goods and Services | <u>XXX</u> |
| 7. | A.I.D. Eligibility Rules for Goods
and Services | <u>XXX</u> |
| 8. | Subagreements | <u>XXX</u> |
| 9. | Local Cost Financing | <u>XXX</u> |
| 10. | Patent Rights | <u> </u> |
| 11. | Publications | <u> </u> |
| 12. | Negotiated Indirect Cost Rates -
Predetermined | <u> </u> |
| 13. | Negotiated Indirect Cost Rates -
Provisional | <u>XXX</u> |
| 14. | Regulations Governing Employees | <u>XXX</u> |
| 15. | Participant Training | <u> </u> |
| 16. | Voluntary Population Planning | <u> </u> |
| 17. | Protection of the Individual as a Research
Subject | <u> </u> |
| 18. | Care of Laboratory Animals | <u> </u> |
| 19. | Government Furnished Excess Personal
Property | <u> </u> |
| 20. | Title to and Use of Property
(Grantee Title) | <u> </u> |
| 21. | Title to and Care of Property
(U.S. Government Title) | <u>XXX</u> |
| 22. | Title to and Care of Property
(Cooperating Country Title) | <u> </u> |
| 23. | Cost Sharing (Matching) | <u>XXX</u> |
| 24. | Use of Pouch Facilities | <u> </u> |
| 25. | Conversion of United States Dollars
to Local Currency | <u>XXX</u> |

2. PAYMENT - PERIODIC ADVANCE (JANUARY 1988)

(This provision is applicable when the conditions for use of letter of credit cannot be met (including those pertaining to mixed dollar and local currency advances) and when the grantee meets the requirements of paragraph 1.O.6 of Handbook 13.)

(a) Periodic advances shall be limited to the minimum amounts needed to meet current disbursement needs and shall be scheduled so that the funds are available to the grantee as close as is administratively feasible to the actual disbursements by the grantee for program costs. Cash advances made by the grantee to secondary recipient organizations or the grantee's field organizations shall conform substantially to the same standards of timing and amount as apply to cash advances by AID to the grantee.

(b) Grantees shall maintain advances in interest bearing accounts. Advances of A.I.D. funds to subgrantees shall be maintained in interest bearing accounts.

(c) Grantees shall submit requests for advances at least monthly on SF-270, "Request for Advance or Reimbursement," in an original and two copies, to the address specified in the Schedule of this grant.

(d) The grantee shall submit one copy of SF-272, "Federal Cash Transactions Report," 15 working days following the end of each quarter to the payment office address specified in the schedule. Grantees receiving advances totaling more than \$1 million per year shall submit SF-272 on a monthly basis within 15 working days following the close of the month. Grantees shall report in the Remarks section of SF-272 the amount of cash advances in excess of thirty days requirement in the hands of subrecipients or the grantee's overseas field organizations and shall provide short narrative explanations of actions taken by the grantee to reduce the excess balances.

(e) A "Financial Status Report," SF-269, shall be prepared on an accrual basis by the grantee and submitted quarterly no later than 30 days after the end of the period in an original and two copies to the payment office specified in the schedule. If the grantee's accounting records are not normally kept on the accrual basis, the grantee shall not be required to convert its accounting system, but shall develop such accrual information through best estimates based on an analysis of the documentation on hand. The final SF-269 must be submitted to the payment office within 90 days after the conclusion of the grant.

(f) If at any time, the A.I.D. Controller determines that the grantee has demonstrated an unwillingness or inability to: (1) establish procedures that will minimize the time elapsing between cash advances and the disbursement thereof, (2) timely report cash disbursements and balances as required by the terms of the grant, and (3) impose the same standards of timing of advances and reporting on any subrecipient or any of the grantee's overseas field organizations; the A.I.D. Controller shall advise the grant officer who may suspend or revoke the advance payment procedure.

(END OF STANDARD PROVISION)

BEST AVAILABLE DOCUMENT 40

4. AIR TRAVEL AND TRANSPORTATION (NOVEMBER 1985)

(This provision is applicable when any costs for air travel or transportation are included in the budget.)

(a) The grantee is required to present to the project officer for written approval an itinerary for each planned international trip financed by this grant, which shows the name of the traveler, purpose of the trip, origin/destination (and intervening stops), and dates of travel, as far in advance of the proposed travel as possible, but in no event at least three weeks before travel is planned to commence. At least one week prior to commencement of approved international travel, the grantee shall notify the cognizant U.S. Mission or Embassy, with a copy to the project officer, of planned travel, identifying the travelers and the dates and times of arrival.

(b) Travel to certain countries shall, at A.I.D.'s option, be funded from U.S.-owned local currency. When A.I.D. intends to exercise this option, A.I.D. will, after receipt of advice of intent to travel required above, either issue a U.S. Government S.F. 1169, Transportation Request (GTR) which the grantee may exchange for tickets, or A.I.D. will issue the tickets directly. Use of such U.S.-owned currencies will constitute a dollar charge to this grant.

(c) All air travel and shipments under this grant are required to be made on U.S. flag air carriers to the extent service by such carriers is available. A U.S. flag air carrier is defined as an air carrier which has a certificate of public convenience and necessity issued by the U.S. Civil Aeronautics Board authorizing operations between the United States and/or its territories and one or more foreign countries.

(d) Use of foreign air carrier service may be deemed necessary if a U.S. flag air carrier otherwise available cannot provide the foreign air transportation needed, or if use of such service will not accomplish the agency's mission. Travel and transportation on non-free world air carriers are not reimbursable under this grant.

(e) U.S. flag air carrier service is considered available even though:

(1) Comparable or a different kind of service can be provided at less cost by a foreign air carrier;

(2) Foreign air carrier service is preferred by or is more convenient for the agency or traveler; or

(3) Service by a foreign air carrier can be paid for in excess foreign currency, unless U.S. flag air carriers decline to accept excess or near excess foreign currencies for transportation payable only out of such monies.

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41

(f) Except as provided in paragraph (b) of this section, U.S. flag air carrier service must be used for all Government-financed commercial foreign air travel if service provided by such carriers is available. In determining availability of a U.S. flag air carrier, the following scheduling principles should be followed unless their application results in the last or first leg of travel to or from the United States being performed by foreign air carrier:

(1) U.S. flag air carrier service available at point of origin should be used to destination or in the absence of direct or through service to the farthest interchange point on a usually traveled route;

(2) Where an origin or interchange point is not served by U.S. flag air carrier, foreign air carrier service should be used only to the nearest interchange point on a usually traveled route to connect with U.S. flag air carrier service; or

(3) Where a U.S. flag air carrier involuntarily reroutes the traveler via a foreign air carrier the foreign air carrier may be used notwithstanding the availability of alternative U.S. flag air carrier service.

(g) For travel between a gateway airport in the United States (the last U.S. airport from which the traveler's flight departs or the first U.S. airport at which the traveler's flight arrives) and a gateway airport abroad (that airport from which the traveler last embarks enroute to the U.S. or at which the traveler first debarks incident to travel from the U.S.), passenger service by U.S. flag air carrier will not be considered available:

(1) Where the gateway airport abroad is the traveler's origin or destination airport, and the use of U.S. flag air carrier service would extend the time in a travel status, including delay at origin and accelerated arrival at destination, by at least 24 hours more than travel by foreign air carrier;

(2) Where the gateway airport abroad is an interchange point, and the use of U.S. flag air carrier service would require the traveler to wait six hours or more to make connections at that point, or delayed departure from or accelerated arrival at the gateway airport in the U.S. would extend the time in a travel status by at least six hours more than travel by foreign air carrier.

(h) For travel between two points outside the U.S. the rules in paragraphs (d) through (f) of this section will be applicable, but passenger service by U.S. flag air carrier will not be considered to be reasonably available:

42

(1) If travel by foreign air carrier would eliminate two or more aircraft changes enroute;

(2) Where one of the two points abroad is the gateway airport (as defined in paragraph (g) of this section) enroute to or from the United States, if the use of a U.S. flag air carrier would extend the time in a travel status by at least six hours more than travel by foreign air carrier including accelerated arrival at the overseas destination or delayed departure from the overseas origin as well as delay at the gateway airport or other interchange point abroad; or

(3) Where the travel is not part of a trip to or from the United States, if the use of a U.S. flag air carrier would extend the time in a travel status by at least six hours more than travel by foreign air carrier including delay at origin, delay enroute and accelerated arrival at destination.

(i) When travel under either paragraph (g) or (h) of this section involves three hours or less between origin and destination by a foreign air carrier, U.S. flag air carrier service will not be considered available when it involves twice such travel time or more.

(j) Nothing in the above guidelines shall preclude and no penalty shall attend the use of a foreign air carrier which provides transportation under an air transport agreement between the United States and a foreign government, the terms of which are consistent with the international aviation policy goals set forth at 49 U.S.C. 1502(b) and provide reciprocal rights and benefits.

(k) Where U.S. Government funds are used to reimburse the grantee's use of other than U.S. flag air carriers for international transportation, the grantee will include a certification on vouchers involving such transportation which is essentially as follows:

"CERTIFICATION OF UNAVAILABILITY OF U.S. FLAG AIR CARRIERS. I hereby certify that the transportation service for personnel (and their personal effects) or property by certificated air carrier was unavailable for the following reason(s)." (State appropriate reason(s) as set forth above).

(l) International Travel

(1) As used herein, the term "international travel" means travel to all countries other than those within the home country of the traveler. Travel outside the United States includes travel to the U.S. Trust Territories of the Pacific Islands.

(2) The grantee will be reimbursed for travel and the reasonable cost of subsistence, post differentials and other allowances paid to employees in an international travel status in accordance with the grantee's established policies and practices which are uniformly

applied to federally financed and other activities of the grantee. The standard for determining the reasonableness of reimbursement for overseas allowance is the Standardized Regulations (Government Civilians, Foreign Areas), published by the U.S. Department of State, as from time to time amended. The most current subsistence, post differentials, and other allowances may be obtained from the grant officer.

(m) This provision will be included in all subgrants and contracts which require air travel and transportation under this grant.

(END OF STANDARD PROVISION)

5. OCEAN SHIPMENT OF GOODS (MAY 1986)

(This provision is applicable when goods purchased with funds provided under this grant are transported to cooperating countries on ocean vessels.)

(a) At least 50% of the gross tonnage of all goods purchased under this grant and transported to the cooperating countries shall be made on privately owned U.S. flag commercial ocean vessels, to the extent such vessels are available at fair and reasonable rates for such vessels.

(b) At least 50% of the gross freight revenue generated by shipments of goods purchased under this grant and transported to the cooperating countries on dry cargo liners shall be paid to or for the benefit of privately owned U.S. flag commercial ocean vessels to the extent such vessels are available at fair and reasonable rates for such vessels.

(c) When U.S. flag vessels are not available, or their use would result in a significant delay, the grantee may request a determination of non-availability from the A.I.D. Transportation Division, Office of Procurement, Washington, D.C. 20523, giving the basis for the request which will relieve the grantee of the requirement to use U.S. flag vessels for the amount of tonnage included in the determination. Shipments made on non-free world ocean vessels are not reimbursable under this grant.

(d) Vouchers submitted for reimbursement which include ocean shipment costs shall contain a certification, essentially as follows:

"I hereby certify that a copy of each ocean bill of lading concerned has been submitted to the U.S. Department of Transportation, Maritime Administration, Division of National Cargo, 400 7th Street, S.W., Washington, D.C. 20590, and that such bills of lading state all of the carrier's charges including the basis for calculation such as weight or cubic measurement."

(e) Shipments by voluntary nonprofit relief agencies (i.e., PVOs) shall be governed by this standard provision and by A.I.D. Regulation 2, "Overseas Shipments of Supplies by Voluntary Nonprofit Relief Agencies" (22 CFR Part. 202).

(END OF STANDARD PROVISION)

6. PROCUREMENT OF GOODS AND SERVICES (NOVEMBER 1985)

(This provision is applicable when goods or services are procured under the grant.)

The grantee may use its own procurement policies and practices for the procurement of goods and services under this grant, provided they conform to all of A.I.D.'s requirements listed below and the standard provision entitled "A.I.D. Eligibility Rules for Goods and Services."

(a) General Requirements:

(1) The recipient shall maintain a code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the awarding and administration of contracts using A.I.D. funds. No employee, officer or agent shall participate in the selection, award or administration of a contract in which A.I.D. funds are used, where, to that individual's knowledge, the individual or the individual's immediate family, partners, or organization in which the individual or the individual's immediate family or partners has a financial interest or with whom that individual is negotiating or has any arrangement concerning prospective employment. The recipients' officers, employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors or potential contractors. Such standards shall provide for disciplinary actions to be applied for violations of such standards by the recipients' officers, employees or agents.

(2) All procurement transactions shall be conducted in a manner to provide, to the maximum extent practical, open and free competition. The recipient should be alert to organizational conflicts of interest or noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, invitations for bids and/or requests for proposals should be excluded from competing for such procurements. Awards shall be made to the bidder/offeror whose bid/offer is responsive/responsible to the solicitation and is most advantageous to the recipient, price and other factors considered. Solicitations shall clearly set forth all requirements that the bidder/offeror must fulfill in order to be evaluated by the recipient. Any and all bids/offers may be rejected when it is in the recipient's interest to do so.

(3) All grantees shall establish procurement procedures that provide for, at a minimum, the following procedural requirements:

(i) Proposed procurement actions shall follow a procedure to assure the avoidance of purchasing unnecessary or duplicative items. Where appropriate, an analysis shall be made of lease and purchase alternatives to determine which would be the most economical practical procurement.

(ii) Solicitations for goods and services shall be based upon a clear and accurate description of the technical requirements for the material, product or service to be procured. Such a description shall not, in competitive procurements, contain features which unduly restrict competition. "Brand-name or equal" descriptions may be used as a means to define the performance of other salient requirements of a procurement and when so used the specific features of the named brand which must be met by bidders/offerors shall be clearly specified.

(iii) Positive efforts shall be made by the recipients to utilize small business and minority-owned business sources of supplies and services. Such efforts should allow these sources the maximum feasible opportunity to compete for contracts utilizing A.I.D. funds. To permit A.I.D., in accordance with the small business provisions of the Foreign Assistance Act of 1961, as amended, to give United States small business firms an opportunity to participate in supplying commodities and services procured under this grant, the grantee shall to the maximum extent possible provide the following information to the Office of Small Disadvantaged Business Utilization, A.I.D., Washington, D.C. 20523, at least 45 days prior (except where a shorter time is requested of and granted by the Office of Small and Disadvantaged Business Utilization) to placing any order or contract in excess of \$25,000:

(A) Brief general description and quantity of goods or services;

(B) Closing date for receiving quotations, proposals, or bids; and

(C) Address where solicitations or specifications can be obtained.

(iv) The type of procuring instruments used, e.g. fixed price contracts, cost reimbursable contracts, purchase orders, incentive contracts, shall be determined by the recipient but must be appropriate for the particular procurement and for promoting the best interest of the program involved. The "cost-plus-a-percentage-of-cost" method of contracting shall not be used.

(v) Contracts shall be made only with responsible contractors who possess the potential ability to perform successfully under the terms and conditions of a proposed procurement. Consideration shall be given to such matters as contractor integrity, record of past performance, financial and technical resources or accessibility to other necessary resources.

(vi) All proposed sole source contracts or where only one bid or proposal is received in which the aggregate expenditure is expected to exceed \$5,000 shall be subject to prior approval by an appropriate official within the grantee's organization.

(vii) Some form of price or cost analysis should be made in connection with every procurement action. Price analysis may be accomplished in various ways, including the comparison of price quotations submitted, market prices and similar indicia, together with discounts. Cost analysis is the review and evaluation of each element of cost to determine reasonableness, allocability and allowability.

(viii) Procurement records and files for purchases in excess of \$10,000 shall include the following:

(A) Basis for contractor selection;

(B) Justification for lack of competition when competitive bids or offers are not obtained;

(C) Basis for award cost or price.

(ix) A system for contract administration shall be maintained to ensure contractor conformance with terms, conditions and specifications of the contract, and to ensure adequate and timely followup of all purchases.

(b) Each contract shall contain, in addition to provisions to define a sound and complete contract, the following contract provisions, if applicable, as well as any provision within this grant which requires such inclusion of that provision. Whenever a provision is required to be inserted in a contract under this grant, the grantee shall insert a statement in the contract that in all instances where the U.S. Government or A.I.D. is mentioned the grantee's name shall be substituted.

(1) Contracts in excess of \$10,000 shall contain contractual provisions or conditions that will allow for administrative, contractual or legal remedies in instances in which contractors violate or breach contract terms, and provide for such remedial actions as may be appropriate.

(2) All contracts in excess of \$10,000 shall contain suitable provisions for termination by the recipient including the manner by which termination will be effected and the basis for settlement. In addition, such contracts shall describe conditions under which the contract may be terminated for default as well as conditions where the contract may be terminated because of circumstances beyond the control of the contractor.

(3) In all contracts for construction or facility improvement awarded for more than \$100,000, recipients shall observe generally accepted bonding requirements.

(4) All contracts awarded by the grantee or subgrantee to be performed in the United States having a value of more than \$10,000, shall contain a provision requiring compliance with Executive Order 11246, entitled "Equal Employment Opportunity," as amended, and as supplemented in Department of Labor Regulations (41 CFR, Part 60).

(5) All contracts and subgrants in excess of \$2,000 for construction or repair to be performed in the United States awarded by the grantee or subgrantee shall include a provision for compliance with the Copeland "Anti-Kick Back" Act (18 U.S.C. 874) as supplemented in Department of Labor Regulations (29 CFR, Part 3). This Act provides that each contractor or subgrantee shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which that individual is otherwise entitled. The grantee shall report all suspected or reported violations to A.I.D.

(6) When required by the Federal program legislation, all construction contracts to be performed in the United States awarded by the grantee or subgrantee of more than \$2,000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) as supplemented by Department of Labor Regulations (29 CFR, Part 5). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The grantee shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The grantee shall report all suspected or reported violations to A.I.D.

(7) Where applicable, all contracts awarded by the grantee or subgrantees in excess of \$2,000 for construction contracts to be performed in the United States and its territories and in excess of \$2,500 for other contracts that involve the employment of mechanics or laborers, shall include a provision for compliance with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor Regulations (29 CFR, Part 5). Under section 103 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work day of 8 hours and a standard workweek of 40 hours. Work in excess of the standard workday or workweek is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 8 hours in any calendar day or 40 hours in the workweek. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous to the worker's health and safety, as determined under construction safety and health standards.

49

promulgated by the Secretary of Labor. These requirements do not apply to the purchases of supplies of materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(8) Contracts, the principal purpose of which is to create, develop or improve products, processes or methods; or for exploration into fields that directly concern public health, safety or welfare; or contracts in the fields of science or technology in which there has been little significant experience outside of work funded by Federal assistance, shall contain a notice to the effect that matters regarding rights to inventions and materials generated under the contract are subject to the regulations included in these grant provisions. The contractor shall be advised as to the source of additional information regarding these matters.

(9) All negotiated contracts over \$10,000 awarded by the grantee shall include a provision to the effect that the grantee, A.I.D., the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the contractor which are directly pertinent to the specific program for the purpose of making audits, examinations, excerpts and transcriptions.

(10) Contracts in excess of \$100,000 to be performed in the United States shall contain a provision that requires the contractor to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970 (42 U.S.C. 7401) and the Federal Water Pollution Control Act (40 CFR 15) as amended. Violations shall be reported to A.I.D. and the Regional Office of the Environmental Protection Agency.

(11) Contracts which require performance outside the United States shall contain a provision requiring Workmen's Compensation Insurance (42 U.S.C. 1651, et seq.). As a general rule, Department of Labor waivers will be obtained for persons employed outside the United States who are not United States citizens or residents provided adequate protection will be given such persons. The grantee should refer questions on this subject to the A.I.D. grant officer.

(END OF STANDARD PROVISION)

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7. A.I.D. ELIGIBILITY RULES FOR GOODS AND SERVICES (NOVEMBER 1985)

(This provision is applicable when goods or services are procured under the grant.)

(a) Ineligible and Restricted Goods and Services: If A.I.D. determines that the grantee has procured any of the restricted or ineligible goods and services specified below, or has procured goods and services from unauthorized sources, and has received reimbursement for such purpose without the prior written authorization of the grant officer, the grantee agrees to refund to A.I.D. the entire amount of the reimbursement. A.I.D.'s policy on ineligible and restricted goods and services is contained in Chapter 4 of AID Handbook 1, Supplement B, entitled "Procurement Policies".

(1) Ineligible Goods and Services. Under no circumstances shall the grantee procure any of the following under this grant:

- (i) Military equipment,
- (ii) Surveillance equipment,
- (iii) Commodities and services for support of police or other law enforcement activities,
- (iv) Abortion equipment and services,
- (v) Luxury goods and gambling equipment, or
- (vi) Weather modification equipment.

(2) Ineligible Suppliers. Funds provided under this grant shall not be used to procure any goods or services furnished by any firms or individuals whose name appears on the A.I.D. Consolidated List of Debarred, Suspended, and Ineligible Awardees under A.I.D. Regulation 8, entitled "Debarment, Suspension and Ineligibility" (22 CFR 208). A.I.D. will provide the grantee with a copy of this list upon request.

(3) Restricted Goods. The grantee shall not procure any of the following goods and services without the prior written authorization of the grant officer:

- (i) Agricultural commodities,
- (ii) Motor vehicles,
- (iii) Pharmaceuticals,
- (iv) Pesticides,
- (v) Rubber compounding chemicals and plasticizers,
- (vi) Used equipment,
- (vii) U.S. Government-owned excess property, or
- (viii) Fertilizer.

(b) Source, Origin, and Nationality: The eligibility rules for goods and services are based on source, origin, and nationality and are divided into two categories. One applies when the total procurement during the life of the grant is over \$250,000 and the other applies when the total procurement element during the life of the grant is not over \$250,000. The total procurement element includes procurement of all goods (e.g., equipment, materials, supplies) and services. Guidance on the eligibility of specific goods or services may be obtained from the grant officer. A.I.D. policies and definitions on source, origin, and nationality are contained in Chapters 4 and 5 of A.I.D. Handbook I, Supplement B, entitled "Procurement Policies".

(1) When the total procurement element during the life of this grant is valued at \$250,000 or less, the following rules apply:

(i) All goods and services, the costs of which are to be reimbursed under this grant and which will be financed with U. S. dollars, shall be purchased in and shipped from only "Special Free World" countries (i.e., A.I.D. Geographic Code 935) in accordance with the following order of preference:

- (A) The United States (A.I.D. Geographic code 000),
- (B) The Cooperating Country,
- (C) "Selected Free World" countries (A.I.D. Geographic Code 941), and
- (D) "Special Free World" countries (A.I.D. Geographic Code 935).

(ii) Application of Order of Preference: When the grantee procures goods and services from other than U.S. sources, under the order of preference in paragraph b(1)(i) above, the grantee shall document its files to justify each such instance. The documentation shall set forth the circumstances surrounding the procurement and shall be based on one or more of the following reasons, which will be set forth in the grantee's documentation:

(A) The procurement was of an emergency nature, which would not allow for the delay attendant to soliciting U.S. sources,

(B) The price differential for procurement from U.S. sources exceeded by 50% or more the delivered price from the non-U.S. source,

(C) Impelling local political considerations precluded consideration of U.S. sources,

(D) The goods or services were not available from U.S. sources, or

(E) Procurement of locally available goods and services, as opposed to procurement of U.S. goods and services, would best promote the objectives of the Foreign Assistance program under the grant.

(2) When the total procurement element exceeds \$250,000, the following rule applies: Except as may be specifically approved or directed in advance by the grant officer, all goods and services, which will be reimbursed under this grant and financed with U. S. dollars, shall be procured in and shipped from the U. S. (Code 000) and from any other countries within the authorized geographic code as specified in the schedule of this grant.

(c) Marine Insurance: The eligibility of marine insurance is determined by the country in which it is placed. Insurance is placed in a country if payment of the insurance premium is made to, and the insurance policy is issued by an insurance company located in that country. Eligible countries for placement are governed by the authorized geographic code, except that if Code 941 is authorized, the Cooperating Country is also eligible. Section 604(d) of the Foreign Assistance Act requires that if a recipient country discriminates by statute, decree, rule, or practice with respect to A.I.D.-financed procurement against any marine insurance company authorized to do business in the U. S., then any A.I.D.-financed commodity shipped to that country shall be insured against marine risk and the insurance shall be placed in the U. S. with a company or companies authorized to do marine insurance business in the U. S.

(d) Ocean and air transportation shall be in accordance with the applicable provisions contained within this grant.

(e) Printed or Audio-Visual Teaching Materials: If the effective use of printed or audio-visual teaching materials depends upon their being in the local language and if such materials are intended for technical assistance projects or activities financed by A.I.D. in whole or in part and if other funds including U.S.-owned or U.S.-controlled local currencies are not readily available to finance the procurement of such materials, local language versions may be procured from the following sources, in order of preference:

- (1) The United States (A.I.D. Geographic Code 000),
- (2) The Cooperating Country,
- (3) "Selected Free World" countries (A.I.D. Geographic Code 941), and
- (4) "Special Free World" countries (A.I.D. Geographic Code 899).

(f) Special Restrictions on the Procurement of Construction or Engineering Services: Section 604(g) of the Foreign Assistance Act provides that A.I.D. funds may not be used for "procurement of construction or engineering services from advanced developing countries, eligible under Geographic Code 941, which have attained a competitive capability in international markets for construction services or engineering services." In order to insure eligibility of a Code 941 contractor for construction or engineering services the grantee shall obtain the grant officer's prior approval for any such contract.

END OF STANDARD PROVISION)

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53

8. SUBAGREEMENTS (NOVEMBER 1985)

(This provision is applicable when subgrants or cooperative agreements are financed under the grant.)

(a) Funds provided under this grant shall not be used to support any subrecipient whose name appears on the A.I.D. Consolidated List of Debarred, Suspended, or Ineligible Awardees under A.I.D. Regulation 8, entitled "Debarment, Suspension and Ineligibility" (22 CFR 208). A.I.D. will provide the grantee with a copy of this list upon request.

(b) All subagreements shall as a minimum contain, in addition to provisions to define a sound and complete agreement, the following provisions as well as any that are specifically required by any other provision in this grant. Whenever a provision within this grant is required to be inserted in a subagreement, the grantee shall insert a statement in the subagreement that in all instances where the U.S. Government is mentioned, the grantee's name will be substituted.

(1) Subagreements in excess of \$10,000 shall contain provisions or conditions that will allow for administrative or legal remedies in instances where subrecipients violate subagreement terms and provide for such remedial action as may be appropriate.

(2) All subagreements in excess of \$10,000 shall contain suitable provisions for termination by the recipient including the manner by which termination will be effected and the basis for settlement. In addition, such subagreements shall describe conditions under which the subagreement may be terminated for default as well as conditions where the subagreement may be terminated because of circumstances beyond the control of the subrecipient.

(3) Subagreements, the principal purpose of which is to create, develop or improve products, processes or methods; or for exploration into fields that directly concern public health, safety or welfare; or subagreements in the field of science or technology in which there has been little significant experience outside of work funded by Federal assistance, shall contain a notice to the effect that matters regarding rights to inventions and materials generated under the subagreement are subject to the regulations contained in the provisions of this grant. The subrecipient shall be advised as to the source of additional information regarding these matters.

(4) All subagreements over \$10,000 issued by recipients shall include a provision to the effect that the recipient, A.I.D., the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the subrecipient which are directly pertinent to the specific program for the purpose of making audits, examinations, excerpts and transcriptions.

(END OF STANDARD PROVISION)

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54

9. LOCAL COST FINANCING (NOV. 1988)

(This provision applies only when local costs are authorized by the grant, and must be used with the standard provision entitled "Procurement of Goods and Services.")

(a) Costs qualifying as local costs are eligible for financing under the grant in accordance with the terms of this standard provision. Local costs are defined as (1) indigenous goods, (2) imported shelf items, and (3) services provided by suppliers meeting the requirements contained in subparagraph (b). Indigenous goods are those that have been mined, grown or produced in the cooperating country through manufacturers, processing or assembly. In the case of produced goods containing imported components, to qualify as indigenous a commercially recognized new commodity must result that is substantially different in basic characteristics or in purpose or utility from its components. Imported items are eligible for financing under the following situations: (1) Imported items available in the cooperating country which otherwise meet the source/origin requirements of the grant may be financed in unlimited quantities, regardless of dollar value, up to the total amount available for local procurement under the terms of the grant agreement. (2) Imported items from Geographic Code 941 countries which are available in the cooperating country can be funded in unlimited quantities, regardless of dollar value, up to the total amount available for local procurement under the terms of the grant. (3) Imported items from any Free World country which are available locally, are imported specifically for the grant, may be financed if the cost of the transaction, excluding the cost of the transportation, does not exceed the local currency equivalent of \$5000.

(b) To qualify as local costs, goods and services must also meet the following additional requirements:

(1) They must be paid for in local currency.

(2) The supplier must be located in the cooperating country and must be of cooperating country nationality as defined in A.I.D. Handbook 18, Chapter 5.

(3) Any component from a country not included in A.I.D. geographic code 935 renders a commodity ineligible for financing.

(c) Ineligible Goods and Services: Under no circumstances shall the grantee procure any of the following under this grant:

(1) Military equipment,

(2) Surveillance equipment.

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55

- (3) Commodities and services for support of police or other law enforcement activities,
- (4) Abortion equipment and services,
- (5) Luxury goods and gambling equipment, or
- (6) Weather modification equipment.

(d) Ineligible Suppliers: Funds provided under this grant shall not be used to procure any goods or services furnished by any firm or individual whose name appears on A.I.D.'s Consolidated List of Debarred, Suspended, or Ineligible Awardes (A.I.D. Regulation 8, (22 CFR 208)). A.I.D. will provide the grantee with this list upon request.

(e) Restricted Goods: The grantee shall not procure any of the following goods and services without the prior written authorization of the grant officer:

- (1) Agricultural commodities,
- (2) Motor vehicles,
- (3) Pharmaceuticals,
- (4) Pesticides,
- (5) Rubber compounding chemicals and plasticizers,
- (6) Used equipment,
- (7) U.S. Government-owned excess property, or
- (8) Fertilizer.

(f) If A.I.D. determines that the grantee has procured any of the restricted or ineligible goods and services specified in subparagraphs (c) through (e) above, or has received reimbursement for such purpose without the prior written authorization of the grant officer, the grantee agrees to refund to A.I.D. the entire amount of the reimbursement.

(END OF STANDARD PROVISION)

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56

13. NEGOTIATED INDIRECT COST RATES - PROVISIONAL (MAY 1986)

(This provision is applicable to any organization which does not have predetermined indirect cost rate(s); however, it shall also be included when the NEGOTIATED INDIRECT COST RATES - PREDETERMINED standard provision is used.)

- (a) A provisional indirect cost rate(s) shall be established for each of the grantee's accounting periods during the term of this grant. Pending establishment of a final rate(s), the parties have agreed that provisional payments on account of allowable indirect costs shall be at the rate(s), on the base(s), and for the periods shown in the schedule of this grant.
- (b) Not later than 90 days after the close of the grantee's fiscal year, the grantee shall submit to the cognizant Government Audit Activity in accordance with OMB Circular A-88 proposed final indirect cost rate(s) and supporting cost data. In the event A.I.D. is the cognizant agency or no cognizant agency has been designated, the grantee shall submit a copy of the proposed final indirect cost rate(s) and supporting cost data to the A.I.D. Inspector General, Washington, D.C. 20523, and to the Overhead and Special Costs - Contract Closeout Branch, Office of Procurement, Washington, D.C. 20523. The proposed rate(s) shall be based on the grantee's actual cost experience during that fiscal year. Negotiations of final indirect cost rate(s) shall begin as soon as practical after receipt of the grantee's proposal.
- (c) Allowability of costs and acceptability of cost allocation methods shall be determined in accordance with the applicable cost principles in effect on the date of this grant.
- (d) The results of each negotiation shall be set forth in a written indirect cost rate agreement executed by both parties. Such agreement shall specify (1) the agreed upon final rate(s), (2) the base(s) to which the rate(s) apply, and (3) the period for which the rate(s) apply. The indirect cost rate agreement shall not change any monetary ceiling, grant obligation, or specific cost allowance or disallowance provided for in this grant.
- (e) Pending establishment of final indirect cost rate(s) for any period, the grantee shall be reimbursed either at negotiated provisional rate(s) as provided above or at billing rate(s) acceptable to the grant officer, subject to appropriate adjustment when the final rate(s) for that period are established. To prevent substantial over or under payment, the provisional or billing rate(s) may, at the request of either party, be revised by mutual agreement, either retroactively or prospectively. Any such revision of negotiated provisional rate(s) provided in this standard provision shall be set forth in a modification to this grant.
- (f) Any failure by the parties to agree on final rate(s) under this standard provision shall be considered a dispute within the meaning of the standard provision of the grant entitled 'Disputes' and shall be disposed of in accordance therewith.

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57

14. REGULATIONS GOVERNING EMPLOYEES (NOVEMBER 1985)

(The following applies to the grantee's employees who are not citizens of the cooperating country.)

(a) The grantee's employees shall maintain private status and may not rely on local U.S. Government offices or facilities for support while under this grant.

(b) The sale of personal property or automobiles by grantee employees and their dependents in the foreign country to which they are assigned shall be subject to the same limitations and prohibitions which apply to direct-hire A.I.D. personnel employed by the Mission except as this may conflict with host government regulations.

(c) Other than work to be performed under this grant for which an employee is assigned by the grantee, no employee of the grantee shall engage directly or indirectly, either in the individual's own name or in the name or through an agency of another person, in any business, profession, or occupation in the foreign countries to which the individual is assigned, nor shall the individual make loans or investments to or in any business, profession or occupation in the foreign countries to which the individual is assigned.

(d) The grantee's employees, while in a foreign country, are expected to show respect for its conventions, customs, and institutions, to abide by its applicable laws and regulations, and not to interfere in its internal political affairs.

(e) In the event the conduct of any grantee employee is not in accordance with the preceding paragraphs, the grantee's chief of party shall consult with the A.I.D. Mission Director and the employee involved and shall recommend to the grantee a course of action with regard to such employee.

(f) The parties recognize the rights of the U.S. Ambassador to direct the removal from a country of any U.S. citizen or the discharge from this grant of any third country national when, in the discretion of the Ambassador, the interests of the United States so require.

(g) If it is determined, under either (e) or (f) above, that the services of such employee shall be terminated, the grantee shall use its best efforts to cause the return of such employee to the United States, or point of origin, as appropriate.

(END OF STANDARD PROVISION)

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58

21. TITLE TO AND CARE OF PROPERTY (U.S. GOVERNMENT TITLE)
(NOVEMBER 1985)

(This provision is applicable when title to property is vested in the U.S. Government.)

(a) Property, title to which vests in the Government under this grant, whether furnished by the Government or acquired by the grantee, is subject to this provision and is hereinafter collectively referred to as "Government property." Title to Government property shall not be affected by the incorporation or attachment thereof to any property not owned by the Government, nor shall such Government property, or any part thereof, be or become a fixture or lose its identity as personal property by reason of affixation to any real property.

(b) Use of Government Property: Government property shall, unless otherwise provided herein or approved by the grant officer, be used only for the performance of this grant.

(c) Control, Maintenance and Repair of Government Property:

(1) The grantee shall maintain and administer in accordance with sound business practice a program for the maintenance, repair, protection, and preservation of Government property so as to assure its full availability and usefulness for the performance of this grant. The grantee shall take all reasonable steps to comply with all appropriate directions or instructions which the grant officer may prescribe as reasonably necessary for the protection of the Government property.

(2) The grantee shall submit, for review and written approval of the grant officer, a records system for property control and a program for orderly maintenance of Government property; however, if the grantee's property control and maintenance system has been reviewed and approved by another Federal department or agency pursuant to Attachment N of OMB Circular No. A-110, the grantee shall furnish the grant officer proof of such approval in lieu of another approval submission.

(3) Property Control: The property control system shall include but not be limited to the following:

(i) Identification of each item of Government property acquired or furnished under the grant by a serially controlled identification number and by description of item. Each item must be clearly marked "Property of U.S. Government."

(ii) The price of each item of property acquired or furnished under this grant.

(iii) The location of each item of property acquired or furnished under this grant.

(iv) A record of any usable components which are permanently removed from items of Government property as a result of replacement or

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59

(v) A record of disposition of each item acquired or furnished under the grant.

(vi) Date of order and receipt of any item acquired or furnished under the grant.

(vii) The official property control records shall be kept in such condition that at any stage of completion of the work under this grant, the status of property acquired or furnished under this grant may be readily ascertained. A report of current status of all items of property acquired or furnished under the grant shall be submitted yearly concurrently with the annual report.

(4) Maintenance Program: The grantee's maintenance program shall be consistent with sound business practice, the terms of the grant, and provide for:

(i) disclosure of need for and the performance of preventive maintenance,

(ii) disclosure and reporting of need for capital type rehabilitation, and

(iii) recording of work accomplished under the program:

(A) Preventive maintenance - Preventive maintenance is maintenance generally performed on a regularly scheduled basis to prevent the occurrence of defects and to detect and correct minor defects before they result in serious consequences.

(B) Records of maintenance - The grantee's maintenance program shall provide for records sufficient to disclose the maintenance actions performed and deficiencies discovered as a result of inspections.

(C) A report of status of maintenance of Government property shall be submitted annually concurrently with the annual report.

(d) Risk of Loss:

(1) The grantee shall not be liable for any loss of or damage to the Government property, or for expenses incidental to such loss or damage except that the grantee shall be responsible for any such loss or damage (including expenses incidental thereto):

(i) Which results from willful misconduct or lack of good faith on the part of any of the grantee's directors or officers, or on the part of any of its managers, superintendents, or other equivalent representatives who have supervision or direction of all or substantially all of the grantee's business, or all or substantially all of the grantee's operation at any one plant, laboratory, or separate location in which this grant is being performed;

(ii) Which results from a failure on the part of the grantee, due to the willful misconduct or lack of good faith on the part of any of its directors, officers, or other representatives mentioned in (i) above:

(A) to maintain and administer, in accordance with sound business practice, the program for maintenance, repair, protection, and preservation of Government property as required by (i) above, or

(B) to take all reasonable steps to comply with any appropriate written directions of the grant officer under (c) above;

(iii) For which the grantee is otherwise responsible under the express terms designated in the schedule of this grant;

(iv) Which results from a risk expressly required to be insured under some other provision of this grant, but only to the extent of the insurance so required to be procured and maintained, or to the extent of insurance actually procured and maintained, whichever is greater; or

(v) Which results from a risk which is in fact covered by insurance or for which the grantee is otherwise reimbursed, but only to the extent of such insurance or reimbursement;

(vi) Provided, that, if more than one of the above exceptions shall be applicable in any case, the grantee's liability under any one exception shall not be limited by any other exception.

(2) The grantee shall not be reimbursed for, and shall not include as an item of overhead, the cost of insurance, or any provision for a reserve, covering the risk of loss of or damage to the Government property, except to the extent that the Government may have required the grantee to carry such insurance under any other provision of this grant.

(3) Upon the happening of loss or destruction of or damage to the Government property, the grantee shall notify the grant officer thereof, shall take all reasonable steps to protect the Government property from further damage, separate the damaged and undamaged Government property, put all the Government property in the best possible order, and furnish to the grant officer a statement of:

(i) The lost, destroyed, or damaged Government property;

(ii) The time and origin of the loss, destruction, or damage;

(iii) All known interests in commingled property of which the Government property is a part; and

(iv) The insurance, if any, covering any part of or interest in such commingled property.

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61

(4) The grantee shall make repairs and renovations of the damaged Government property or take such other action as the grant officer directs.

(5) In the event the grantee is indemnified, reimbursed, or otherwise compensated for any loss or destruction of or damage to the Government property, it shall use the proceeds to repair, renovate or replace the Government property involved, or shall credit such proceeds against the cost of the work covered by the grant, or shall otherwise reimburse the Government, as directed by the grant officer. The grantee shall do nothing to prejudice the Government's right to recover against third parties for any such loss, destruction, or damage, and upon the request of the grant officer, shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation (including assistance in the prosecution of suits and the execution of instruments or assignments in favor of the Government) in obtaining recovery.

(e) Access: The Government, and any persons designated by it, shall at all reasonable times have access to the premises wherein any Government property is located, for the purpose of inspecting the Government property.

(f) Final Accounting and Disposition of Government Property: Upon completion of this grant, or at such earlier date as may be fixed by the grant officer, the grantee shall submit, in a form acceptable to the grant officer, inventory schedules covering all items of Government property not consumed in the performance of this grant or not theretofore delivered to the Government, and shall prepare, deliver, or make such other disposition of the Government property as may be directed or authorized by the grant officer.

(g) Communications: All communications issued pursuant to this provision shall be in writing.

(END OF STANDARD PROVISION)

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23. COST SHARING (MATCHING) (NOVEMBER 1985)

(This provision is applicable when the recipient is required to cost share or provide a matching share.)

(a) For each year (or funding period) under this grant, the grantee agrees to expend from non-Federal funds an amount at least equal to the percentage of the total expenditures under this grant specified in the schedule of the grant. The schedule of this grant may also contain restrictions on the application of cost sharing (matching) funds. The schedule takes precedence over the terms of this provision.

(b) Eligibility of non-Federal funds applied to satisfy cost sharing (matching) requirements under this grant are set forth below:

(1) Charges incurred by the grantee as project costs. Not all charges require cash outlays by the grantee during the project period; examples are depreciation and use charges for buildings and equipment.

(2) Project costs financed with cash contributed or donated to the grantee by other non-Federal public agencies (may include public international organizations or foreign governments) and institutions, and private organizations and individuals, and

(3) Project costs represented by services and real and personal property, or use thereof, donated by other non-Federal public agencies and institutions, and private organizations and individuals.

(c) All contributions, both cash and in-kind, shall be accepted as part of the grantee's cost sharing (matching) when such contributions meet all of the following criteria:

(1) Are verifiable from the grantee's records;

(2) Are not included as contributions for any other Federally assisted program;

(3) Are necessary and reasonable for proper and efficient accomplishment of project objectives;

(4) Are types of charges that would be allowable under the applicable Federal cost principles;

(5) Are not paid by the Federal Government under another grant or agreement (unless the grant or agreement is authorized by Federal law to be used for cost sharing or matching);

(6) Are provided for in the approved budget when required by AID; and

(7) Conform to other provisions of this paragraph.

(d) Values for grantee in-kind contributions will be established in accordance with the applicable Federal cost principles.

(e) Specific procedures for the grantee in establishing the value of in-kind contributions from non-Federal third parties are set forth below:

(1) Valuation of volunteer services: Volunteer services may be furnished by professional and technical personnel, consultants, and other skilled and unskilled labor. Volunteer services may be counted as cost sharing or matching if the service is an integral and necessary part of an approved program:

(i) Rates for volunteer services: Rates for volunteers should be consistent with those paid for similar work in the grantee's organization. In those instances in which the required skills are not found in the grantee's organization, rates should be consistent with those paid for similar work in the labor market in which the grantee competes for the kind of services involved.

(ii) Volunteers employed by other organizations: When an employer other than the grantee furnishes the services of an employee, these services shall be valued at the employee's regular rate of pay (exclusive of fringe benefits and overhead costs) provided these services are of the same skill for which the employee is normally paid.

(2) Valuation of donated expendable personal property: Donated expendable personal property includes such items as expendable equipment, office supplies, laboratory supplies or workshop and classroom supplies. Value assessed to expendable personal property included in the cost share (match) should be reasonable and should not exceed the market value of the property at the time of the donation.

(3) Valuation of donated nonexpendable personal property, buildings, and land or use thereof:

(i) The method used for charging cost sharing or matching for donated nonexpendable personal property, buildings and land may differ according to the purpose of the grant as follows:

(A) If the purpose of the grant is to assist the recipient in the acquisition of equipment, buildings or land, the total value of the donated property may be claimed as cost sharing or matching.

(B) If the purpose of the grant is to support activities that require the use of equipment, buildings, or land; depreciation or use charges for equipment and buildings may be made. The full value of equipment or other capital assets and fair rental charges for land may be allowed provided that AID has approved the charges.

NOT AVAILABLE DOCUMENT

64

(ii) The value of donated property will be determined in accordance with the usual accounting policies of the grantee with the following qualifications:

(A) Land and buildings: The value of donated land and buildings may not exceed its fair market value, at the time of donation to the grantee as established by an independent appraiser; and certified by a responsible official of the grantee.

(B) Nonexpendable personal property: The value of donated nonexpendable personal property shall not exceed the fair market value of equipment and property of the same age and condition at the time of donation.

(C) Use of space: The value of donated space shall not exceed the fair rental value of comparable space as established by an independent appraisal of comparable space and facilities in a privately owned building in the same locality.

(D) Borrowed equipment: The value of borrowed equipment shall not exceed its fair rental value.

(f) The following requirements pertain to the grantee's supporting records for in-kind contributions from non-Federal third parties:

(1) Volunteer services must be documented and, to the extent feasible, supported by the same methods used by the grantee for its employees.

(2) The basis for determining the valuation for personal services, material, equipment, buildings and land must be documented.

(g) Individual expenditures do not have to be shared or matched provided that the total expenditures incurred during the year (or funding period) are shared or matched in accordance with the agreed upon percentage set forth in the schedule of the grant.

(h) If at the end of any year (or funding period) hereunder, the grantee has expended an amount of non-Federal funds less than the agreed upon percentage of total expenditures, the difference may be applied to reduce the amount of AID funding the following year (or funding period), or, if this grant has expired or been terminated, the difference shall be refunded to A.I.D.

(i) Failure to meet the cost sharing (matching) requirements set forth in paragraph (a) above shall be considered sufficient reasons for termination of this grant for cause in accordance with paragraph (a) entitled "For Cause" of the standard provision of this grant entitled "Termination and Suspension".

BEST AVAILABLE DOCUMENT

65

(j) The restrictions on the use of A.I.D. grant funds set forth in the standard provisions of this grant are applicable to expenditures incurred with A.I.D. funds provided under this grant. The grantee will account for the A.I.D. funds in accordance with the standard provision of this grant entitled "Accounting, Audit, and Records".

(k) Notwithstanding paragraph (b) of the standard provision of this grant entitled "Refunds", the parties agree that in the event of any disallowance of expenditures from A.I.D. grant funds provided hereunder, the grantee may substitute expenditures made with funds provided from non-Federal sources provided they are otherwise eligible in accordance with paragraph (b) of this provision.

(END OF STANDARD PROVISION)

BEST AVAILABLE DOCUMENT

25. CONVERSION OF UNITED STATES DOLLARS TO LOCAL CURRENCY
(NOVEMBER 1985)

(This provision is applicable when activities under the grant will take place outside of the United States.)

Upon arrival in the Cooperating Country, and from time to time as appropriate, the grantee's chief of party shall consult with the Mission Director who shall provide, in writing, the procedure the grantee and its employees shall follow in the conversion of United States dollars to local currency. This may include, but is not limited to, the conversion of currency through the cognizant United States Disbursing Officer or Mission Controller, as appropriate.

(END OF STANDARD PROVISION)

BEST AVAILABLE DOCUMENT

67

CONTRACT INFORMATION MANAGEMENT SYSTEM (CIMS)

DIRECT ACTION DATA FORM

(For awards to U.S. Individuals and Third Country Nationals (not FSNs) with a TEC less than or equal to \$25,000, only the shaded items on pages 1-5 of the form need to be completed.)

SECTION 1: GENERAL AWARD INFORMATION (All Actions)

1a. Basic Award Number 306-0201-G-00-7244-07	1b. Basic Mod Number 7	1c. Order Number	1d. Order Mod Number
AWARD NUMBER COMPONENTS (Items 2-6) NOTE: For modifications and orders — these items refer to the Basic Award.			
2. Country/Office (Award Prefix) O/AID/REP, USAID/Islamabad		3. Project Number 0201	
4. Procurement Instrument: Report one of the following codes to identify the type of action. For a work order or a modification to a contract or work order, indicate the category of the basic contract.			
<input type="checkbox"/> A - Cooperative Agreement	<input type="checkbox"/> N - Other Federal Schedule Order	<input type="checkbox"/> O - Purchase Order (PO)	<input type="checkbox"/> P - Participating Agency Service Agreement (PASA)
<input type="checkbox"/> B - Basic Ordering Agreement (BOA)	<input type="checkbox"/> Q - Requirements Contract (RC)	<input type="checkbox"/> R - Resource Support Service Agreement (RSSA)	<input type="checkbox"/> S - Personal Services Contract (PSC)
<input type="checkbox"/> C - Contract (Other than BOA, DQC, IQC, PO, RC, PSC)	<input type="checkbox"/> G - Grant	<input type="checkbox"/> X - Ribbon PASA	<input type="checkbox"/> Z - Ribbon Contract (Buy-In)
<input type="checkbox"/> D - Definite Quantity Contract (DQC)	<input checked="" type="checkbox"/> I - Indefinite Quantity Contract (IQC)		
<input type="checkbox"/> E - Blanket Purchase Agreement (BPA)			
<input type="checkbox"/> M - GSA Schedule Order			

5. Participating Agency (PASA/RSSA only)	6. FY of Award 1987
------------------------------------------	------------------------

7. Award Description
The Grantee shall assist the ongoing medical training/clinic activities in Afghanistan

ENTERED

8. Principal Place of Performance a. A.I.D. Country Code or Name 391 & 306	U.S. ONLY	b. City	c. State	d. Zip Code
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SEP 12 1990

9. Benefiting Country (A.I.D. Country Code or Name)
391 & 306

CIMS Section

10. Project Officer Entry Code/Org. Symbol or A.I.D./W Org. Symbol O/AID/REP	Last Name Palmer	First Douglas	MI
------------------------------------------------------------------------------------	---------------------	------------------	----

11. Requirement Received by Procuring Office (MM/DD/YY) 06/26/90	12. Signature Date of Award (MM/DD/YY) 06/28/90	13. Effective Date of Award (MM/DD/YY) 06/27/90	14. Estimated Completion Date (MM/DD/YY) 06/30/91
---------------------------------------------------------------------	----------------------------------------------------	----------------------------------------------------	------------------------------------------------------

BASIC AWARDS ONLY

15a. SIC Code	15b. Is This Vendor a Small Business for the SIC of Award? <input type="checkbox"/> Yes <input type="checkbox"/> No	16. Product/Service Code
---------------	------------------------------------------------------------------------------------------------------------------------	--------------------------

BASIC AWARDS AND ORDERS ONLY

17. Procurement Type

<input type="checkbox"/> A - Technical Services To A.I.D.	<input type="checkbox"/> F - Participant Training
<input type="checkbox"/> B - Technical Services to Host Country	<input type="checkbox"/> G - Procurement Service Agent (PSA)
<input type="checkbox"/> C - Commodities	<input type="checkbox"/> H - Research
<input type="checkbox"/> D - Training Services to A.I.D.	<input type="checkbox"/> I - Architect and Engineering Services
<input type="checkbox"/> E - Training Services to Host Country	<input type="checkbox"/> J - Construction

18. Negotiator (Last, First, MI) Khan, M. Yaqub	Country Code & Org. Symbol or A.I.D./W Org. Symbol USAID/Islamabad	Signature
----------------------------------------------------	-----------------------------------------------------------------------	-----------

19. Contract Officer (Last, First, MI) May, John A.	Country Code & Org. Symbol or A.I.D./W Org. Symbol USAID/Islamabad	Signature
--------------------------------------------------------	-----------------------------------------------------------------------	-----------

h8

SECTION 2: DATA REQUIRED FOR SPECIFIC TYPES OF ACTIONS

GRANTS AND COOPERATIVE AGREEMENTS ONLY

20. Grant/Agreement Type

- | | |
|---------------------------------------------------------------------------|-------------------------------------------------------------------------|
| <input type="checkbox"/> A - Disaster Assistance | <input checked="" type="checkbox"/> C - Other Specific Support Programs |
| <input type="checkbox"/> B - American Schools and Hospitals Abroad (ASHA) | <input type="checkbox"/> D - Title XII Authority |
| | <input type="checkbox"/> E - Other than A, B, C, or D |

21. Total Amount of Non-Federal Funds pledged to this Grant/Agreement

\$ 5,145,180

GSA & OTHER FEDERAL SCHEDULE ORDERS

22. Schedule Contract Number

23. Name of Federal Agency Awarding Schedule

IQC BASIC ONLY

24. IQC Service Area

25. Minimum

26. Maximum (life of contract)

ORDERS AND CONTRACTS ONLY

27. Advisory & Assistance Services?

Yes

No

BASIC CONTRACTS ONLY

28a. Contract Type

- | | | |
|----------------------------------------------------|----------------------------------------------------------|-------------------------------------------------------------------------|
| <input type="checkbox"/> A - Cost-Plus (Fixed Fee) | <input type="checkbox"/> F - Cost (No Fee) | <input type="checkbox"/> K - Fixed Price with Economic Price Adjustment |
| <input type="checkbox"/> B - Firm Fixed Price | <input type="checkbox"/> G - Cost-Plus (Award Fee) | |
| <input type="checkbox"/> C - Time and Materials | <input type="checkbox"/> H - Cost-Plus (Incentive Fee) | |
| <input type="checkbox"/> D - Labor Hour | <input type="checkbox"/> I - Fixed-Price Incentive | |
| <input type="checkbox"/> E - Cost Sharing | <input type="checkbox"/> J - Fixed-Price Redetermination | |

28b. If Cost-type Contract, is this a level of effort (term) contract?

Yes No

29a. Is this a Letter Contract?

Yes

No

29b. Is this a Definition of a Letter Contract?

Yes

No

30. Preference Program

- | | |
|------------------------------------------------------------------|-----------------------------------------------------------------|
| <input type="checkbox"/> A - No Preference Program or Not Listed | <input type="checkbox"/> E - Tie-bid Preference |
| <input type="checkbox"/> B - 8(a) | <input type="checkbox"/> F - Labor Surplus Area (LSA) Set-aside |
| <input type="checkbox"/> C - Small Business (SB) Set-aside | <input type="checkbox"/> G - Combined LSA/SB Set-aside |
| <input type="checkbox"/> D - Sheltered Workshop | |

31. Subject To Labor Statute

- A - Walsh-Healey Act, Manufacturer
- B - Walsh-Healey Act, Regular Dealer
- C - Service Contract Act
- D - Davis-Bacon Act
- E - Not Subject to the Above (Include PSCs)

32. Country of Manufacture/Origin of Services (A.I.D. Country Code or Name)

33. Subcontract Plan Required?

Yes No

34. Date Solicitation Notice Published in CBD (MM/DD/YY)

35. Date Solicitation Issued (MM/DD/YY)

69

BASIC CONTRACTS AND NON-COMPETITIVE CONTRACT MODIFICATIONS ONLY

36. CICA Applicability

- | | |
|-------------------------------------------------------------|---------------------------------------------------------------------------------|
| <input type="checkbox"/> A - CICA Applicable (Include 8(a)) | <input type="checkbox"/> C - Subject to a Statute other than CICA (use for FAA) |
| <input type="checkbox"/> B - Small Purchase Procedure | <input type="checkbox"/> D - Pre-CICA |

37. Extent Competed

- | | |
|---------------------------------------------------------------------------------------|-----------------------------------------------------------|
| <input type="checkbox"/> A - Competed Action (Include Small Business set-aside) | <input type="checkbox"/> C - Follow-on to Competed Action |
| <input type="checkbox"/> B - Not Available for Competition (use for sole-source 8(a)) | <input type="checkbox"/> D - Not Competed |

38. Solicitation Procedure

- | | |
|-------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> A - Full and Open Competition (Sealed Bid) | <input type="checkbox"/> G - Alternate Source (Reduced Cost) |
| <input type="checkbox"/> B - Full and Open Competition (Competitive Proposal) | <input type="checkbox"/> H - Alternate Source (Mobilization) |
| <input type="checkbox"/> C - Full and Open Competition (Combination) | <input type="checkbox"/> J - Alternate Source (Engineering/R&D) |
| <input type="checkbox"/> D - Architect - Engineer | <input type="checkbox"/> K - Set Aside (Include competitive 8(a)) |
| <input type="checkbox"/> E - Basic Research | <input type="checkbox"/> L - Other Than Full & Open Competition (Include sole-source 8(a), FAA.) |
| <input type="checkbox"/> F - Multiple Award Schedule | |

39. Authority — Other than Full & Open Competition (Complete Only If No. 38 = L)

- | | |
|---------------------------------------------------------------------|----------------------------------------------------------------------------------|
| <input type="checkbox"/> A - Unique Source | <input type="checkbox"/> J - Mobilization |
| <input type="checkbox"/> B - Follow-on Contract | <input type="checkbox"/> K - Essential R&D Capability |
| <input type="checkbox"/> C - Unsolicited Research Proposal | <input type="checkbox"/> L - International Agreement |
| <input type="checkbox"/> D - Patent/Data Rights | <input type="checkbox"/> M - Authorized by Statute (Inc. sole-source 8(a), FAA.) |
| <input type="checkbox"/> E - Utilities | <input type="checkbox"/> N - Authorized Resale |
| <input type="checkbox"/> F - Standardization | <input type="checkbox"/> P - National Security |
| <input type="checkbox"/> G - Only One Source - Other than A-F above | <input type="checkbox"/> Q - Public Interest |
| <input type="checkbox"/> H - Urgency | |

40. A.I.D. Special Authorities — Other than Full & Open Competition (Complete only if No.39 = M)

- | | |
|------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> A - Impairment of Foreign Aid Programs: All Personal Services Contracts (PSCs). (See AIDAR 706.302-70) | <input type="checkbox"/> E - Impairment of Foreign Aid Programs: Title XII Selection Procedure-Collaborative Assistance. (See AIDAR 706.302-70) |
| <input type="checkbox"/> B - Impairment of Foreign Aid Programs: Award of \$100,000 or less by an overseas contracting activity. (See AIDAR 706.302-70) | <input type="checkbox"/> F - Disaster Relief (See Handbook 8, Chapter 2) |
| <input type="checkbox"/> C - Impairment of Foreign Aid Programs: Written Determination by Assistant Administrator or Administrator. (see AIDAR 706.302-70) | <input type="checkbox"/> G - None of the Above Special Authorities |
| <input type="checkbox"/> D - Impairment of Foreign Aid Programs: Title XII Selection Procedure-General. (See AIDAR 706.302-70) | |

41. Synopsis of Procurement

- | |
|-------------------------------------------------------------------------------------|
| <input type="checkbox"/> A - Synopsized prior to award |
| <input type="checkbox"/> B - Not synopsized due to urgency (use only if No. 39 = H) |
| <input type="checkbox"/> C - Not synopsized for other reasons |

42. No. of Offers

43. No. of Offers of Non-U.S. Item(s)

MODIFICATIONS ONLY

44. Modification purpose (Mark all that apply)

- | | |
|---------------------------------------------------------|-----------------------------------------------------------------|
| <input checked="" type="checkbox"/> Incremental Funding | <input type="checkbox"/> Exercise of Option |
| <input type="checkbox"/> Administrative Change | <input type="checkbox"/> Transfer Administrative Responsibility |
| <input type="checkbox"/> Extension of Term | <input type="checkbox"/> Novation Agreement |
| <input type="checkbox"/> New/Revised Scope of Work | <input type="checkbox"/> Termination for Convenience |
| <input type="checkbox"/> Increase in TEC | <input type="checkbox"/> Termination for Default |
| <input type="checkbox"/> Decrease in TEC | Other: _____ |
| <input type="checkbox"/> Overhead Rate Adjustment | _____ |

10

SECTION 3: VENDOR INFORMATION (All Actions)

45. Prime Vendor: (Full Name and Address) Freedom Medicine 4A Railway Road, University Town, Peshawar	46. DUNS or CEC Number 47. Taxpayer ID No. (TIN)
-----------------------------------------------------------------------------------------------------------------------	-----------------------------------------------------------------------

BASIC AWARDS AND NOVATIONS ONLY

48. Economic Sector

<input checked="" type="checkbox"/> A - Private	<input type="checkbox"/> C - Federal Government
<input type="checkbox"/> B - International Public Sector	<input type="checkbox"/> D - State/Local Government

49. Business Organization Type

<input type="checkbox"/> A - Corporation	<input checked="" type="checkbox"/> H - Voluntary Organization
<input type="checkbox"/> B - Individual	<input type="checkbox"/> I - Foundation
<input type="checkbox"/> C - University or College	<input type="checkbox"/> J - Hospital
<input type="checkbox"/> D - Historically Black College or University	<input type="checkbox"/> K - Partnership
<input type="checkbox"/> E - Educational Organization other than University or College	<input type="checkbox"/> L - Proprietorship
<input type="checkbox"/> F - International Center	<input type="checkbox"/> M - Sheltered Workshop
<input type="checkbox"/> G - Research Organization other than International Center	<input type="checkbox"/> Z - Other

50. For Profit? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	51. U.S. Nationality? (If U.S. Nationality, then answer Items 52-53) <input type="checkbox"/> Yes <input type="checkbox"/> No
-----------------------------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------------------------------

52. Ownership Type (Complete only if Item No. 51 = Yes) <input type="checkbox"/> A - Asian-Indian American <input type="checkbox"/> B - Asian-Pacific American <input type="checkbox"/> C - Black American <input type="checkbox"/> D - Hispanic American	<input type="checkbox"/> E - Native American <input checked="" type="checkbox"/> F - Other Minority <input type="checkbox"/> Z - Non-Minority	53. Woman/Woman-Owned? (Complete only if Item No. 51 = Yes) <input type="checkbox"/> Yes <input type="checkbox"/> No
------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------------------------

54. If the Vendor is an individual who is not a U.S. Citizen, is he/she a U.S. Resident Alien (Green Card Holder)?

Yes No

55. If U.S. University, Host Country Counterpart Institution:

56a. Common Parent Organization (tax purposes) <input type="checkbox"/> Yes <input type="checkbox"/> No	c. DUNS or CEC Number
b. Parent Vendor (Full Name)	d. Taxpayer ID No. (TIN)

57a. Joint Venture?

Yes No

b. Participant Vendor (Full Name)	c. DUNS or CEC No.	d. Taxpayer ID No. (TIN)

71

SECTION 4: FINANCIAL INFORMATION (All Actions)

58. Total Estimated Cost (TEC)

a. Previous TEC

\$ 4,545,118.1

b. (Increase/Decrease) This Action

\$ 600,000

c. Revised TEC

\$ 5,145,180

OBLIGATION DATA

59.

a. Budget Plan Code

b. Project Number

c. Amount Obligated/Deobligated
(This Action)

d. Funds Type*

QDHA-90-27306-KG13

306-0201

\$ 600,000

USD

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$ 600,000

e. TOTAL →

* Funds Type Codes

USD: U.S. Dollars

USL: U.S. Owned Local Currency

60. Paying Office: Identify the Office responsible for paying vendor invoices.

For Mission Payments, enter: 0/FM, USAID/Islamabad

USAID/ (country) Pakistan

For A.I.D./W Payments, check either:

PFM/FM/A/OE

PFM/FM/CMPD/DCB

61a. Incrementally Funded?

YES

NO

61b. If Incrementally Funded:

Date Funded through: (MMDDYY)

06/30/1991

72

MS/OP/PS/sup

MODIFICATION OF GRANT

1. Amendment No. 7	2. Effective Date June 27, 1990	3. Grant Number 306-0201-G-00-7244-07	4. Effective Date October 5, 1987
5. Grantee (Name and Address) Freedom Medicine 4A Railway Road University Town Peshawar DUNS NO:		6. Administered by: Grant Officer USAID/ISLAMABAD PAKISTAN	
7. PIO/T No. 306-0211-3-00044 Appropriation No. 72-1101021 Allotment Symbol: QDHA-90-27306-KG13 Amt. Obligated Prior to this Am. \$4,545,180 Amt. Obligated by this Amendment \$ 600,000 Total Obligated Amount \$5,145,180		8. Previous PIO/T's: 306-0201-3-70035 306-0201-3-80040 306-0201-3-80040 A.1 306-0201-3-90040 306-0211-3-00032	

9. The purpose of this Modification 7 to Grant No. 306-0201-G-00-7244-07 is to;
 (i) provide incremental funding of \$600,000 to support FM's ongoing medical training/clinic activities, and
 (ii) Add 2 clauses to the Grant. Accordingly, the Grant is modified as follows:

...../2

AID TECHNICAL OFFICE: AID/REP

10. This modification is entered into pursuant to the authority of the Foreign Assistance Act of 1961, as amended. Except as herein provided, all terms and conditions of the Grant referenced in Block #3 remain unchanged and in full force and effect.

11. Grantee is required to sign this document and return 7 copies to issuing office.

12. GRANTEE:	THE UNITED STATES OF AMERICA AGENCY FOR INTERNATIONAL DEVELOPMENT
BY: <u>Lynn M. McFadden</u>	BY: <u>John A. May</u>
TITLE: <u>In-country Director</u>	TITLE: <u>Grant Officer</u>
DATE: <u>16-NOV 90</u>	DATE: <u>June 28, 1990</u>

73

1. Grant Cover Letter, Page 1, Paragraph 1, REPLACE "\$4,545,180" with "\$5,145,180".
2. Grant Cover Letter, Page 2 under Fiscal Data, ADD:
 - "PIO/T No. 306-0211-3-00044
 - Appropriation No. 72-1101021
 - Allotment No. QDHA-90-27306-KG13
 - Amount \$600,000."
3. Attachment 1, Page 3, Schedule, C. Amount of Grant and Payment, REPLACE "\$4,545,180" WITH "\$5,145,180".
4. Attachment 1, Page 3, Schedule, D. Financial Plan, REPLACE the Budget in its entirety WITH the following:

"D. Financial Plan

1. The following is the Financial Plan for this Grant. Revisions to this Plan shall be made in accordance with the Standard Provision of this Grant entitled "Revision of Financial Plan", subject to the following modifications. The Grantee shall not exceed the total obligated amount of \$5,145,180. The following are the approved cost element amounts:

<u>GRANT BUDGET</u>			
<u>Line Item</u>	<u>1987-90</u>	<u>1990-91</u>	<u>Total</u>
I. Pakistan Program Costs	\$ 2,369,688	\$ 955,230	\$ 3,324,918
II. Afghanistan Program Costs	1,014,815	144,800	1,159,615
III. Transition Costs	83,300	-0-	83,300
IV. Administrative Costs	277,377	149,900	427,277
Sub-Total	<u>\$ 3,745,180</u>	<u>\$1,249,930</u>	<u>\$ 4,995,110</u>
V. Overhead	-0-	149,992	149,992
GRAND TOTAL	<u>\$ 3,745,180</u>	<u>\$1,399,922</u>	<u>\$ 5,145,102</u>
Total Obligation:	\$ 3,745,180	\$1,400,000	\$ 5,145,180

Note: The Grantee may adjust costs among line items in the budget, by upto 10% with written concurrence by the Project Officer, AID/REP. Any transfer above 10% must be approved by the Grant Officer

2. This Grant is incrementally funded. The Grantee shall not exceed to total obligated amount."

Page 7, attachment 1, Schedule: Add the following as section M.

M. "The Grantee shall use its best efforts and judgement in the disposal of capital goods/vehicles acquired under the grant. The Grantee will request the O/AID/Rep's suggestions and advice on the disposition of all capital goods/vehicles; however, the Grantee will make the final decisions on the actual disposition of said capital goods/vehicles, Disbursement of funds obligated in amendment 7 in in the amount of \$600,000 is contingent upon the mutual agreement between the O/AID/Rep and Freedom Medicine as to the final disposition of capital goods/assets financed by A.I.D. under the Grant".

Page 7 Attachment, schedule add the following as section H.

"Prohibition on Assistance to Drug Traffickers

The Grantee shall take all reasonable steps to ensure that assistance is not provided to or through any individual or entity that the Grantee knows or has reason to believe----

(1). has been convicted of violation of, or a conspiracy to violate, any law or regulation of the United States, a State or the District of Columbia, or a foreign country relating narcotic or psychotropic drugs or other controlled substances (as defined in Section 431(i)(3) of the Foreign Assistance Act.

(2). is or has been an illicit trafficker in any such controlled substance or is or has been a knowing assister, abettor, conspirator, or colluder with other in the illicit trafficking in any such substance.

The Grantee shall provide any certification which may be required regarding compliance with this provision."

-----End of Amendment-----

PIO/T

PROJECT IMPLEMENTATION ORDER/TECHNICAL SERVICES

3. PIO/T No. 306-0211-3-00044
4. Project/Activity No. and Title 306-0211 PVO SUPPORT PROJECT Freedom Medicine Grant

8. Appropriation Symbol 72-1101021
9. Allotment Symbol and Charge QDHA -90-27306-KG-13

7. Obligation Status
Administrative Reservation [checked] Implementing Document []
Project Assistance Completion Date (Mo., Day, Yr.) 3/17/92

9. Authorized Agent OCC - USAID/Pakistan
10. This PIO/T is in full conformance with PRO/AG N/A Date

11a. Type of Action and Governing AID Handbook
AID Grant [checked]
11b. Contract/Grant/PASA/RSSA Reference Number (if this is an Amendment) 306-0201-G-00-7244

Table with 4 columns: (1) Previous Total, (2) Increase, (3) Decrease, (4) Total to Date. Rows for Maximum AID Financing (A. Dollars, B. U.S.-Owned Local Currency).

12. Mission References
14a. Instructions to Authorized Agent
The Contracts Officer is requested to amend grant agreement #306-0201-G-00-7244 with Freedom Medicine to:
1. To provide \$600,000 in incremental funding...
2. Add the following clause to the Grant:
"The Grantee shall use its best efforts and judgement in the disposal of capital goods/vehicles acquired under the grant..."
14b. Address of Voucher Paying Office
Office of Financial Management, USAID/Pakistan

15. Clearances—Include typed name, office symbol, telephone number and date for all clearances.

A. The project officer certifies that the modifications in the statement of work are technically adequate.
Douglas Palmer, Health Dev. Off. Date 6/15/90
D. Swain, Spec. Proj. Officer Date 6/24/90
J. Miller (out of country), Dep. AID/Rep
B. The statement of work lies within the purview of the initiating and approved agency programs. Date 6/25/90
J. Gunning, Program Officer
C. Funds for the services requested are available.
Horace Hunter, O/FM Date 6/25/90

16. For the cooperating country: The terms and conditions set forth herein are hereby agreed to. Signature N/A Date
17. For the Agency for International Development
Signature LeRoy Grandall Date 6/25/90
Title AID/Representative

Instructions to Authorized Agent (Continued)

of funds obligated in this amendment (\$600,000) to the Grant ~~and~~ is contingent upon the mutual agreement between the O/AID/Rep and Freedom Medicine as to the final disposition of capital goods/assets financed by A.I.D. under the Grant.

3. All other conditions of the Grant remain the same.

77

FREEDOM MEDICINE
BUDGET DETAIL
GRANT YEAR JULY 1, 1990 THROUGH JUNE 30, 1991

REVISED MARCH 6, 1990

<u>Category/Description</u>	<u>USAID Funding</u>	<u>Grantee Funding</u>	<u>Total Program</u>
I. PAKISTAN PROGRAM COSTS:			
A. Personnel - Expatriate:			
In-Country Director (12 months)	45,000	0	45,000
Accountant (12)	25,000	0	25,000
Medical Coordinator (11)	22,917	0	22,917
Operations Manager (10)	20,833	0	20,833
Administrative Manager (12)	25,000	0	25,000
Ministry Of Health Liaison (11)	22,917	0	22,917
Office Assistant (12)	18,000	0	18,000
Site Manager/Administrator (9)	13,500	0	13,500
Hospital Medical Director (10)	15,000	0	15,000
Secretary/Assistant (12)	15,000	0	15,000
Doctor (9)	9,000	0	9,000
Doctor (9)	9,000	0	9,000
Physicians Assistant (9)	6,750	0	6,750
Physicians Assistant (9)	6,750	0	6,750
Nurse (9)	4,500	0	4,500
Nurse (9)	4,500	0	4,500
Subtotal Expatriate Salaries	263,667	0	263,667
Payroll Burden (20%)	52,733	0	52,733
Total Expatriate Salaries	316,400	0	316,400
3. Personnel - Afghan:			
Training and Hospital Staff - Thal	55,875	0	55,875
Advanced Medical Students	20,000	0	20,000
Security Staff	34,300	0	34,300
Kitchen Staff	20,825	0	20,825
Office Staff	31,850	0	31,850
Drivers	18,550	0	18,550
Maintenance and Other	22,750	0	22,750
Subtotal Afghan Personnel	204,150	0	204,150

78

<u>Category/Description</u>	<u>USAID Funding</u>	<u>Grantee Funding</u>	<u>Total Program</u>
I. PAKISTAN PROGRAM COSTS (continued):			
C. Travel and Transportation:			
Staff round trips - including interview trips (22 @ 2,000)	44,000	0	44,000
Vacation trips- permanent staff (8 @ 2,000)	16,000	0	16,000
U.S. business trips by permanent Pak staff (3 @ 2,000)	6,000	0	6,000
Food and Lodging for trips (average 5 days per trip X 27 @ \$100/day)	13,500	0	13,500
Vehicle, Gas, Oil, Lubricants 16 @ 175/month	33,600	0	33,600
Repairs and Maintenance (ave. 1500/yr X 16)	24,000	0	24,000
Vehicle registration and insurance (1,000/each)	<u>16,000</u>	<u>0</u>	<u>16,000</u>
Total Travel and Transportation	153,100	0	153,100
D. Administrative and Other Expenses:			
Training Center Medicines (5,500/month X 9)	49,500	0	49,500
Teaching Supplies	6,000	0	6,000
Rent	51,180	0	51,180
Utilities (electric, gas, water)	18,000	0	18,000
Kerosene, Wood, Gas, Diesel	16,000	0	16,000
Telephone, Telex, Fax	22,000	0	22,000
Office and Computer Supplies	15,600	0	15,600
Maintenance and Repair	19,200	0	19,200
Postage, Express Mail	3,600	0	3,600
Photos, Videos	3,000	0	3,000
Furniture and Minor Equipment	3,000	0	3,000
Computer and Copy Equipment	5,000	0	5,000
Food and Household Supplies	58,500	0	58,500
Afghan Employee Medical Expenses	6,000	0	6,000
Miscellaneous Administrative Costs	<u>5,000</u>	<u>0</u>	<u>5,000</u>
Subtotal Administrative and Other Expenses	281,580	0	281,580
TOTAL PAKISTAN PROGRAM COSTS	955,230	0	955,230

<u>Category/Description</u>	<u>USAID Funding</u>	<u>Grantee Funding</u>	<u>Total Program</u>
II. AFGHANISTAN PROGRAM COSTS:			
A. Personnel - Afghan:			
Medics Salaries (144 @100/month X 12)	0	172,800	172,800
Dental Workers Salaries (12 @100/month X 12)	0	14,400	14,400
Ancillary Clinic Staff (2 per clinic average, equals 200 workers @48 each per month X 12)	28,800	86,400	115,200
Phase I Salaries Due Last Basic Class (10 medics @100 each for 6 months each)	6,000	0	6,000
Afghan Support Staff in Peshawar (3 @ 250/month)	9,000	0	9,000
Afghan Monitors Salaries (2 @ 250/month)	<u>6,000</u>	<u>0</u>	<u>6,000</u>
Subtotal Salaries	49,800	273,600	323,400
B. Travel and Transportation:			
Clinic Transportation In Afghanistan (100 clinics twice/year @ average of 1400 each)	0	280,000	280,000
Clinic Transport in Pakistan (100 clinics twice/year @ average of 135 each)	27,000	0	27,000
Packing Expenses (boxes, plastic, burlap, etc.) (100 clinics twice/year @ average of 50 each)	5,000	0	5,000
Transport Expenses for Monitors	<u>3,000</u>	<u>0</u>	<u>3,000</u>
Subtotal Travel and Transportation	35,000	280,000	315,000
C. Clinic Expenses:			
Clinic Medicine and Supplies (100 clinics @ 450/month)	0	540,000	540,000
Afghan Clinic Expenses (100 @150 X 12)	<u>60,000</u>	<u>120,000</u>	<u>180,000</u>
Subtotal Clinic Expenses	<u>60,000</u>	<u>660,000</u>	<u>720,000</u>
TOTAL AFGHANISTAN PROGRAM COSTS	144,800	1,213,600	1,358,400

<u>Category/Description</u>	<u>USAID Funding</u>	<u>Grantee Funding</u>	<u>Total Program</u>
III. DIRECT CORPORATE ADMINISTRATIVE COSTS:			
A. Personnel - Expatriate:			
President	31,500	38,500	70,000
Administrative Assistant	20,250	24,750	45,000
Finance Officer	20,250	24,750	45,000
Secretary	13,500	16,500	30,000
Subtotal Direct Corporate Salaries	85,500	104,500	190,000
Payroll Burden (20%)	17,100	20,900	38,000
Total Corporate Salaries	102,600	125,400	228,000
B. Travel and Transportation:			
Trips to Pakistan (3 @ 2,200)	6,600	0	6,600
Per Diem (average 6 days per trip @ 100/day)	1,800	0	1,800
Other Corporate Travel and Per Diems	0	22,500	22,500
Subtotal Transportation	8,400	22,500	30,900
C. Other Expenses:			
Rent, Utilities	0	60,000	60,000
Telephone, Telex, Fax	18,900	23,100	42,000
Office and Computer Supplies	6,000	18,000	24,000
Maintenance and Repair	0	8,000	8,000
Postage, Express Mail	9,000	18,000	27,000
Photos, Video, Public Relations	3,000	20,000	23,000
Furniture and Equipment	0	15,000	15,000
Computer and Copy Equipment	0	18,000	18,000
Dues, Seminars, Continuing Education	2,000	6,000	8,000
Recruitment Expenses	0	12,000	12,000
Accounting, Legal	0	40,000	40,000
Miscellaneous Administrative Costs	0	18,000	18,000
Subtotal Other Expenses	38,900	256,100	295,000
TOTAL DIRECT CORPORATE ADMINISTRATIVE COSTS	149,900	404,000	553,900
SUBTOTAL PROGRAM COSTS			
	1,249,930	1,617,600	2,867,530
CORPORATE OVERHEAD (12%)			
	149,992	0	149,992
TOTAL PROGRAM COSTS	1,399,922	1,617,600	3,017,522

51

FREEDOM MEDICINE
BUDGET SUMMARY
GRANT YEAR JULY 1, 1990 THROUGH JUNE 30, 1991

REVISED MARCH 6, 1990

Category/Description	USAID Funding	Grantee Funding	Total Program
I. PAKISTAN PROGRAM COSTS:	955,230	0	955,230
II. AFGHANISTAN PROGRAM COSTS:	144,800	1,213,600	1,358,400
III. DIRECT CORPORATE ADMINISTRATIVE COSTS:	149,900	404,000	553,900
IV. SUBTOTAL PROGRAM COSTS	1,249,930	1,617,600	2,867,530
V. CORPORATE OVERHEAD (12%)	149,992	0	149,992
VI. TOTAL PROGRAM COSTS	1,399,922	1,617,600	3,017,522

42

CONTRACT INFORMATION MANAGEMENT SYSTEM (CIMS)

DIRECT ACTION DATA FORM

(For awards to U.S. Individuals and Third Country Nationals (not FSNs) with a TEC less than or equal to \$25,000, only the shaded items on pages 1-5 of the form need to be completed.)

SECTION 1: GENERAL AWARD INFORMATION (All Actions)

1a. Basic Award Number 306-0211-A-00-0961-00	1b. Basic Mod Number	1c. Order Number	1d. Order Mod Number
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AWARD NUMBER COMPONENTS [Items 2-6] NOTE: For modifications and orders — these items refer to the Basic Award.

2. Country/Office (Award Prefix) O/AID/REP, USAID/Islamabad	3. Project Number 306-0211
----------------------------------------------------------------	-------------------------------

4. Procurement Instrument: Report one of the following codes to identify the type of action. For a work order or a modification to a contract or work order, indicate the category of the basic contract.

<input checked="" type="checkbox"/> A - Cooperative Agreement	<input type="checkbox"/> N - Other Federal Schedule Order
<input type="checkbox"/> B - Basic Ordering Agreement (BOA)	<input type="checkbox"/> O - Purchase Order (PO)
<input type="checkbox"/> C - Contract (Other than BOA, DQC, IQC, PO, RC, PSC)	<input type="checkbox"/> P - Participating Agency Service Agreement (PASA)
<input type="checkbox"/> D - Definite Quantity Contract (DQC)	<input type="checkbox"/> Q - Requirements Contract (RC)
<input type="checkbox"/> E - Blanket Purchase Agreement (BPA)	<input type="checkbox"/> R - Resource Support Service Agreement (RSSA)
<input type="checkbox"/> G - Grant	<input type="checkbox"/> S - Personal Services Contract (PSC)
<input type="checkbox"/> I - Indefinite Quantity Contract (IQC)	<input type="checkbox"/> X - Ribbon PASA
<input type="checkbox"/> M - GSA Schedule Order	<input type="checkbox"/> Z - Ribbon Contract (Buy-In)

ENTERED

SFD 12 1000

CIMS Section

5. Participating Agency (PASA/RSSA only)	6. FY of Award 1990
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7. Award Description
The Recipient shall assist the O/AID/REP to implement agricultural activities in Afghanistan.

8. Principal Place of Performance a. A.I.D. Country Code or Name Afghanistan/Pakistan	U.S. ONLY <input type="checkbox"/>	b. City	c. State	d. Zip Code
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9. Benefiting Country (A.I.D. Country Code or Name)
Afghanistan/Pakistan

10. Project Officer Cntry Code/Org. Symbol or A.I.D./W Org. Symbol O/AID/REP.	Last Name Lewis	First Gary	MI MI
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11. Requirement Received by Procuring Office (MM/DD/YY) 6/17/90	12. Signature Date of Award (MM/DD/YY) 6/28/90	13. Effective Date of Award (MM/DD/YY) 6/28/90	14. Estimated Completion Date (MM/DD/YY) 7/1/1991
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BASIC AWARDS ONLY

15a. SIC Code	15b. Is This Vendor a Small Business for the SIC of Award? <input type="checkbox"/> Yes <input type="checkbox"/> No	16. Product/Service Code
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BASIC AWARDS AND ORDERS ONLY

17. Procurement Type

<input checked="" type="checkbox"/> A - Technical Services To A.I.D.	<input type="checkbox"/> F - Participant Training
<input type="checkbox"/> B - Technical Services to Host Country	<input type="checkbox"/> G - Procurement Service Agent (PS/A)
<input type="checkbox"/> C - Commodities	<input type="checkbox"/> H - Research
<input type="checkbox"/> D - Training Services to A.I.D.	<input type="checkbox"/> I - Architect and Engineering Services
<input type="checkbox"/> E - Training Services to Host Country	<input type="checkbox"/> J - Construction

18. Negotiator (Last, First, MI) Khan, M. Yaqub	Country Code & Org. Symbol or A.I.D./W Org. Symbol USAID/Islamabad	Signature <i>[Signature]</i>
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19. Contract Officer (Last, First, MI) May, John A.	Country Code & Org. Symbol or A.I.D./W Org. Symbol USAID/Islamabad	Signature <i>[Signature]</i>
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83

CONTRACT INFORMATION MANAGEMENT SYSTEM (CIMS) DIRECT ACTION DATA FORM

GENERAL INSTRUCTIONS

Use this data form for reporting all contracts, DQCs, RCs, GSA and other Federal Schedule Orders, POs, PSCs and Ribbon Contracts with a total estimated cost (TEC) greater than \$25,000. Use this form to report all BOAs, BPAs, IQCs, Cooperative Agreements, Grants, PASAs, RSSAs, and Ribbon PASAs, regardless of dollar amount. Use this form to report all awards to U.S. individuals and Third Country Nationals (not FSNs), including PSCs and POs, regardless of the dollar amount. It should also be used to report any orders or modifications to all of the above awards, regardless of the dollar amount of the modification or order. Complete the appropriately labeled sections for different types of awards.

For awards to U.S. individuals and Third Country Nationals (not FSNs) with a TEC less than or equal to \$25,000, only the shaded items on pages 1-5 of the form need to be completed. If the TEC is greater than \$25,000, all of the items pertaining to awards must be completed.

When all parts of this form have been completed send one copy, along with the requirement document(s) and the award to:

CIMS Section
MS/OP/PS/SUP
Room 1472, SA-14
Agency For International Development
Washington, DC 20523-1418

For detailed instructions, consult the Contract Information Management System (CIMS) Data Form Instruction Manual.

SECTION 1 - INSTRUCTIONS

1a. **Basic Award Number:** Enter the award number of the award. For a modification, report the basic award number in block 1a. and the modification number in block 1b. For actions such as IQC delivery orders, report the award number of the basic contract in block 1a. and the order number in block 1c. For a modification to an order, report the basic award number in block 1a., the order number in block 1c. and the order modification number in block 1d.

For item numbers 2 through 6, see the latest version of the Contract Information Bulletin (CIB) on the Uniform Numbering System for A.I.D.-Direct Procurement Documents, for instructions and a list of codes. A list of codes is also provided in the CIMS Data Form Instruction Manual.
NOTE: For modifications or orders these items refer to the basic award.

2. **Country/Office (Award Prefix):** Report the Country or A.I.D./W Procurement Office Code as specified in the CIB.

3. **Project Number:** Enter the last four digits of the seven-digit project number funding the award. For awards funded by operating expense money or money other than project funds, enter "0000" (zeros).

5. **Participating Agency (PASA/RSSA only):** For PASA/RSSA type actions, report the code of the participating U.S. Government Agency providing services under the agreement. A list of codes is provided in the CIMS Data Form Instruction Manual and in the CIB on Uniform Numbering Systems.

7. **Award Description:** The award description shall consist of a brief one-sentence description of the products or services being procured. The sentence shall start with the phrase "Contractor/Grantee shall provide/assist/support..."

8. **Principal Place of Performance (Country):** Report the A.I.D. country code, if available, or the name of the area where the work for this award will be primarily performed. For products, report the code for the country where the product is manufactured. If the place of performance cannot be determined, report the vendor's billing location.

9. **Benefiting Country:** Report the A.I.D. Country Code, if available, or the name of the country receiving technical assistance from this award.

15a. **SIC Code:** Enter the Standard Industrial Classification (SIC) code that best describes the product or service acquired in this basic award. See FAR 19.102 for codes. A short list containing the codes most often used in A.I.D. is also provided in the CIMS Data Form Instruction Manual.

15b. **Small Business (Y/N)?:** Check "Yes" if the vendor is classified as "small" for the SIC of the award.

16. **Product or Service Code:** Enter the Principal Product or Service code that best describes the product or service acquired in the basic award. Both a short list and a complete list are provided in the CIMS Data Form Instruction Manual. The short list contains the codes most often used in A.I.D.

17. **Procurement Type:** Check the box next to the code which best describes the category of service or commodity being procured under this award.

84

SECTION 2: DATA REQUIRED FOR SPECIFIC TYPES OF ACTIONS

GRANTS AND COOPERATIVE AGREEMENTS ONLY

20. Grant/Agreement Type

A - Disaster Assistance
 B - American Schools and Hospitals Abroad (ASHA)

C - Other Specific Support Programs
 D - Title XII Authority
 E - Other than A, B, C, or D

21. Total Amount of Non-Federal Funds pledged to this Grant/Agreement

\$ 850,000

GSA & OTHER FEDERAL SCHEDULE ORDERS

22. Schedule Contract Number

23. Name of Federal Agency Awarding Schedule

IQC BASIC ONLY

24. IQC Service Area

25. Minimum

26. Maximum (life of contract)

\$

\$

ORDERS AND CONTRACTS ONLY

27. Advisory & Assistance Services?

 Yes

 No

BASIC CONTRACTS ONLY

28a. Contract Type

A - Cost-Plus (Fixed Fee)
 B - Firm Fixed Price
 C - Time and Materials
 D - Labor Hour
 E - Cost Sharing

F - Cost (No Fee)
 G - Cost-Plus (Award Fee)
 H - Cost-Plus (Incentive Fee)
 I - Fixed-Price Incentive
 J - Fixed-Price Redetermination

K - Fixed Price with Economic Price Adjustment

28b. If Cost-type Contract, is this a level of effort (term) contract?

 Yes

 No

29a. Is this a Letter Contract?

 Yes

 No

29b. Is this a Definization of a Letter Contract?

 Yes

 No

30. Preference Program

A - No Preference Program or Not Listed
 B - 8(a)
 C - Small Business (SB) Set-aside
 D - Sheltered Workshop

E - Tie-bid Preference
 F - Labor Surplus Area (LSA) Set-aside
 G - Combined LSA/SB Set-aside

31. Subject To Labor Statute

A - Walsh-Healey Act, Manufacturer

B - Walsh-Healey Act, Regular Dealer

C - Service Contract Act

D - Davis-Bacon Act

E - Not Subject to the Above (Include PSCs)

32. Country of Manufacture/Origin of Services (A.I.D. Country Code or Name)

33. Subcontract Plan Required?

 Yes

 No

34. Date Solicitation Notice Published in CBD (MM/DD/YY)

35. Date Solicitation Issued (MM/DD/YY)

25+

SECTION 2 - INSTRUCTIONS

20. **Grant/Agreement Type:** For Grants and Cooperative Agreements, check the box next to the code which best describes the award. Code C- "Other Specific Support Programs" refers to Chapters 4 and 6 of Handbook 13. Use Code E- "Other than A, B, C, or D," for unusual types which are not covered in codes A, B, C or D.

21. **Total Amount of Non-Federal Funds pledged to this Grant/Agreement:** Enter the total amount of matching (non-federal) funds pledged to this Grant or Cooperative Agreement.

22. **Schedule Contract No:** Enter the schedule contract number assigned by GSA or other Federal Agency which awarded the basic schedule contract. Do not use dashes in the schedule contract number.

23. **Name of Federal Agency Awarding Schedule:** Enter the name of the Federal Agency which awarded the basic schedule contract.

24. **IQC Service Area:** For IQC basic awards, enter the code which best describes the services rendered by the vendor. See listing provided in the CIMS Data Form Instruction Manual.

27. **Advisory & Assistance Services? (Y/N):** Check "Yes" if the award is for advisory and assistance services. See FAR 37.2 for definitions and examples.

28a. **Contract Type:** Check the box next to the code for the type of contract. Use code C- "Time and materials" for

IQCs. Most PSCs are usually code C or D.

28b. **If Cost-Type Contract, is this a level of effort (term) contract? (Y/N):** If this is a Cost-Type Contract, check the box to indicate whether the award is a level of effort or completion. (See FAR 16.306)

Y - Yes, Level of effort (term)
N - No, Completion

30. **Preference Program:** Check the box next to the code which best describes the preference program used in making this award. Check A if no preference program.

31. **Subject to Labor Statute:** Select the Labor Statute which applies to this award by checking the appropriate box. Most A.I.D. contracts, including PSCs, are code E.

32. **Country of Manufacture/Origin of Services (Country Code or Name):** Enter the A.I.D. country code, if available, or the name of the country where the product is manufactured. For services, report the code for the nationality of the vendor. If there are multiple sources, enter the code of the country that supplies the greatest portion.

33. **Subcontract Plan required (Y/N)?:** Check "Yes" if the vendor for this award is required to submit a plan for using small business concerns and small disadvantaged business concerns as subcontractors. (See FAR 19.702(a)).

34. **Date Solicitation Notice Published in CBD:** If applicable, enter the date that a synopsis of the solicitation appeared in the Commerce Business Daily (CBD).

BASIC CONTRACTS AND NON-COMPETITIVE CONTRACT MODIFICATIONS ONLY

36. CICA Applicability

A - CICA Applicable (include 8(a))
 B - Small Purchase Procedure

C - Subject to a Statute other than CICA (use for FAA)
 D - Pre-CICA

37. Extent Competed

A - Competed Action (include Small Business set-aside)
 B - Not Available for Competition (use for sole-source 8(a))

C - Follow-on to Competed Action
 D - Not Competed

38. Solicitation Procedure

A - Full and Open Competition (Sealed Bid)
 B - Full and Open Competition (Competitive Proposal)
 C - Full and Open Competition (Combination)
 D - Architect - Engineer
 E - Basic Research
 F - Multiple Award Schedule

G - Alternate Source (Reduced Cost)
 H - Alternate Source (Mobilization)
 J - Alternate Source (Engineering/R&D)
 K - Set Aside (include competitive 8(a))
 L - Other Than Full & Open Competition (include sole-source 8(a), FAA.)

39. Authority - Other than Full & Open Competition (Complete Only if No. 38 = L)

A - Unique Source
 B - Follow-on Contract
 C - Unsolicited Research Proposal
 D - Patent/Data Rights
 E - Utilities
 F - Standardization
 G - Only One Source - Other than A-F above
 H - Urgency

J - Mobilization
 K - Essential R&D Capability
 L - International Agreement
 M - Authorized by Statute (inc. sole-source 8(a), FAA.)
 N - Authorized Resale
 P - National Security
 Q - Public Interest

40. A.I.D. Special Authorities - Other than Full & Open Competition (Complete only if No. 39 = M)

A - Impairment of Foreign Aid Programs: All Personal Services Contracts (PSCs). (See AIDAR 706.302-70)
 B - Impairment of Foreign Aid Programs: Award of \$100,000 or less by an overseas contracting activity. (See AIDAR 706.302-70)
 C - Impairment of Foreign Aid Programs: Written Determination by Assistant Administrator or Administrator. (see AIDAR 706.302-70)
 D - Impairment of Foreign Aid Programs: Title XII Selection Procedure-General. (See AIDAR 706.302-70)

E - Impairment of Foreign Aid Programs: Title XII Selection Procedure-Collaborative Assistance. (See AIDAR 706.302-70)
 F - Disaster Relief (See Handbook 8, Chapter 2)
 G - None of the Above Special Authorities

41. Synopsis of Procurement

A - Synopsized prior to award
 B - Not synopsized due to urgency (use only if No. 39 = H)
 C - Not synopsized for other reasons

42. No. of Offers

43. No. of Offers of Non-U.S. Item(s)

MODIFICATIONS ONLY

44. Modification purpose (Mark all that apply)

Incremental Funding
 Administrative Change
 Extension of Term
 New/Revised Scope of Work
 Increase in TEC
 Decrease in TEC
 Overhead Rate Adjustment

Exercise of Option
 Transfer Administrative Responsibility
 Novation Agreement
 Termination for Convenience
 Termination for Default
 Other: _____

877

SECTION 2 - INSTRUCTIONS

For a modification which was non-competitive (i.e., which required a non-competitive justification and was outside of the scope of work of the original contract) complete Items 36 thru 43. See FAR 6.302 and 6.303.

36. CICA Applicability: Check the box next to the code which describes the applicability of CICA or other statutes to this award. Select code B - "Small Purchase Procedure" if this action is a small purchase pursuant to the procedures in FAR Part 13. Select Code C - "Subject to a Statute other than CICA" if this action is pursuant to the procurement procedures authorized under the Foreign Assistance Act (FAA) for Impairment of Foreign Aid Programs, Title XII Selection Procedures, or Disaster Relief. Select code A - "CICA Applicable" for all other procurement actions resulting from a solicitation issued on or after April 1, 1985 and codes B or C do not apply. 8(a) awards are coded as A. Non-competitive modifications are coded as A. Select code D - "Pre-CICA" for new procurements resulting from a solicitation issued prior to April 1, 1985.

37. Extent Competed: Check the box next to the code which describes the extent to which this award was competed. Select code A - "Competed Action" for Small Business set-asides and competitive 8(a) awards. Competed actions also include procurements authorized under the Foreign Assistance Act (FAA) for Impairment of Foreign Aid Programs, Title XII Selection Procedures, or Disaster Relief, where more than one offer was received. Select Code B - "Not Available for Competition" for sole-source 8(a) awards. Select Code B for procurements authorized under the Foreign Assistance Act (FAA), where only one offer was received.

38. Solicitation Procedure: Check the box next to the code which describes the method by which this award was competed. (See FAR Part 6.) Select Code K - "Set-Aside" for small business set-asides and competitive 8(a) awards. Code L - "Other Than Full & Open Competition" includes sole-source 8(a) awards and procurements authorized under the Foreign Assistance Act (FAA) for Impairment of

Foreign Aid Programs, Title XII Selection Procedures, or Disaster Relief.

39. Authority - Other Than Full & Open Competition: Complete only if Item No. 38 is equal to "L". For awards exercising other than full and open competition, check the box next to the code which describes the authority by which the award was not fully competed. (See FAR Part 6.) Code M - "Authorized by Statute" includes sole-source 8(a) awards and procurements authorized under the Foreign Assistance Act (FAA) for Impairment of Foreign Aid Programs, Title XII Selection Procedures, or Disaster Relief.

40. A.I.D. Special Authorities - Other Than Full & Open Competition: Complete only if Item No. 39 is equal to "M". For those awards authorized by the Foreign Assistance Act (FAA) for other than full and open competition, check the box next to the code which describes the authority. Select Code G - "None of the Above Special Authorities" for sole-source 8(a) awards.

41. Synopsis of Procurement: Check the box next to the appropriate code based on the Commerce Business Daily synopsis requirements of FAR 5.2. Code B - "Not synopsisized due to urgency" may be used only if Item 39 is equal to "H".

43. No. of Offers of Non-U.S. Item(s): Enter the number of bidders offering non-U.S. foreign end items worth 51% or more of the contract value. If the contract is exclusively for services, enter "0".

44. Modification Purpose (Mark all that apply): If this action is a Modification to a Basic Award or a Modification to an Order, check all of the Modification Purposes that apply to this action. If the purpose is other than those listed on the form, check "Other" and provide a brief description.

SECTION 3: VENDOR INFORMATION (All Actions)

45. Prime Vendor: (Full Name and Address)

Mr. Joseph Rittman, Country Director,
 Mercy Corps International
 3030 S.W. First Avenue, Suite 24
 Portland, Oregon 97201

46. DUNS or CEC Number

47. Taxpayer ID No. (TIN)

BASIC AWARDS AND NOVATIONS ONLY

48. Economic Sector

A - Private
 B - International Public Sector

C - Federal Government
 D - State/Local Government

49. Business Organization Type

A - Corporation
 B - Individual
 C - University or College
 D - Historically Black College or University
 E - Educational Organization other than University or College
 F - International Center
 G - Research Organization other than International Center

H - Voluntary Organization
 I - Foundation
 J - Hospital
 K - Partnership
 L - Proprietorship
 M - Sheltered Workshop
 Z - Other

50. For Profit?

Yes

No

51. U.S. Nationality? (If U.S. Nationality, then answer items 52-53)

Yes

No

52. Ownership Type (Complete only if item No. 51 = Yes)

A - Asian-Indian American
 B - Asian-Pacific American
 C - Black American
 D - Hispanic American

E - Native American
 F - Other Minority
 Z - Non-Minority

53. Woman/Woman-Owned?
 (Complete only if item No. 51 = Yes)

Yes

No

54. If the Vendor is an individual who is not a U.S. Citizen, is he/she a U.S. Resident Alien (Green Card Holder)?

Yes

No

55. If U.S. University, host Country Counterpart Institution:

56a. Common Parent Organization (tax purposes)

Yes

No

c. DUNS or CEC Number

b. Parent Vendor (Full Name)

d. Taxpayer ID No. (TIN)

57a. Joint Venture?

Yes

No

b. Participant Vendor (Full Name)

c. DUNS or CEC No.

d. Taxpayer ID No. (TIN)

594

SECTION 3 - INSTRUCTIONS

45. **Prime Vendor:** Record the vendor's full name and address in the space provided. For U.S. Universities include participating School/Center/Institute. For PASA/RSSAs include participating Agency and Department. For individuals, record the name as last, first and middle initial.

46. **DUNS or CEC No.:** Enter the 9-digit Dun & Bradstreet number or Contractor Establishment Code for the vendor of this action.

47. **Taxpayer ID No. (TIN):** Enter the 9-digit Taxpayer Identification Number used by the IRS for the vendor of this action. (Note: for individuals, the TIN is the individual's Social Security Number.) Foreign vendors which do not do business in the U.S. do not have a TIN. See FAR 4.9.

48. **Economic Sector:** Check the box next to the code which best applies to the sector the vendor of this action participates in.

49. **Business Organization Type:** Check the box next to the code which best describes the vendor of this action.

50. **For Profit (Y/N)?:** Check "Yes" if the vendor is a profit organization. Check "No" if the vendor is a non-profit organization. (Even if a non-profit organization charges a fee, it is still considered to be non-profit).

51. **U.S. Nationality (Y/N)?:** Check "Yes" if the vendor is a U.S. citizen; is a corporation or partnership organized under the laws of the U.S.; is a U.S.- controlled foreign corporation (per 957 et seq. of the U.S. Internal Revenue Service Code); or is a joint venture consisting entirely of individuals, corporations, or partnerships falling into one of the three foregoing categories.

52. **Ownership Type:** Complete only if Item No. 51 is equal to "Yes". If the vendor is a firm or individual of U.S. Nationality, check the box next to the code which best describes the ownership type of the vendor of this action.

53. **Woman/Woman-Owned (Y/N)?:** Complete

only if Item No. 51 is equal to "Yes". If the vendor is a firm or individual of U.S. Nationality, indicate whether or not the vendor is a woman or woman-owned. A woman-owned business is a business that is at least 51% owned, controlled, and operated by women who are U.S. citizens.

54. **If the Vendor is an Individual who is not a U.S. Citizen, is he/she a U.S. Resident Alien (Green Card Holder)? (Y/N):** Answer "Yes" if the individual has a green card, even if they are not currently residing in the U.S.

55. **Host Country Counterpart Institution:** If the vendor is a U.S. University, enter the name of the host-country institution receiving technical assistance.

56a. **Common Parent Organization (Tax Purposes):** Answer "Yes" if the firm is a member of an affiliated group of corporations that files Federal Income Tax returns on a consolidated basis. If "Yes", complete Items 56b. - 56d. related to the parent firm.

56c. **Common Parent DUNS or CEC No.:** Enter the 9-digit Dun & Bradstreet number or Contractor Establishment Code for the common parent (tax filing) organization.

56d. **Common Parent Taxpayer ID Number (TIN):** Enter the 9-digit Taxpayer Identification Number used by the IRS for the common parent organization. See FAR 4.9.

57a. **Joint Venture?:** Answer "Yes" if the awardee is a joint venture. If "yes", complete Items 57b, 57c and 57d for each participant in the joint venture.

57c. **Participant DUNS or CEC No.:** Enter the 9-digit Dun & Bradstreet number or Contractor Establishment Code for each joint venture participant.

57d. **Participant Taxpayer ID Number (TIN):** Enter the 9-digit Taxpayer Identification Number used by the IRS for each joint venture participant.

SECTION 4: FINANCIAL INFORMATION (All Actions)

58. Total Estimated Cost (TEC)

a. Previous TEC

\$ 850,000

b. (Increase/Decrease) This Action

-0-

c. Revised TEC

\$ 850,000

OBLIGATION DATA

59.

a. Budget Plan Code

b. Project Number

c. Amount Obligated/Deobligated
(This Action)

d. Funds Type*

QDNA-90-27306-KG13

306-0211

\$ 850,000

USD

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$

\$ 850,000

e. TOTAL →

*** Funds Type Codes**

USD: U.S. Dollars

USL: U.S. Owned Local Currency

60. Paying Office: Identify the Office responsible for paying vendor invoices.

For Mission Payments, enter: O/FM, USAID/Islamabad

USAID/ (country)

For A.I.D./W Payments, check either:

PFM/FM/A/OE

PFM/FM/CMPD/DCB

61a. Incrementally Funded?

YES

NO

61b. If Incrementally Funded;

Date Funded through: (MMDDYY)

7/1/1991

914

SECTION 4 - INSTRUCTIONS

NOTE: All financial information must be in U.S. dollars or U.S. dollar equivalents. All local currency amounts must be converted to the U.S. dollar equivalent. "U.S. dollar equivalent" is the dollar value of the local currency at the time of the action signature.

58a. Previous Total Estimated Cost (TEC): Enter the total estimated cost to be incurred during the expected life of this award, as of the previous action.

58b. Total Estimated Cost (TEC): (Increase/Decrease) This Action: Enter the amount of change in the total estimated cost as a result of this action. Use a minus sign to indicate a decrease. If there is no change, enter "0".

58c. Revised Total Estimated Cost (TEC): Enter the new revised total estimated cost to be incurred during the expected life of this award.

58d. Budget Plan Code (BPC): Enter each Budget Plan Code associated with this action.

59b. Project Number: Enter the Project Number associated with each BPC.

59c. Amount Obligated/Deobligated (This Action): Enter the obligation amount associated with each BPC. Use a minus sign to indicate a deobligation.

59d. Funds Type: Enter the Funds Type Code associated with each BPC. "USD" = U.S. Dollars. "USL" = U.S. Owned Local Currency.

59e. TOTAL Obligation/Deobligation: Enter the sum of all BPC amounts found in item 59.c. Use a minus sign to indicate a deobligation.

61a. Incrementally Funded (Y/N)?: An award which is not fully funded but will be funded in increments. The award states the amount presently available for payment by the government and allotted to the award, and the period of performance it is estimated the allotted amount will cover.