

<b>AWARD/CONTRACT</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)	RATING	PAGE OF PAGES 1   28
2. CONTRACT (Proc. Inst. Ident.) NO. ANE-0014-C-00-0058-00		3. EFFECTIVE DATE See block 20C	4. REQUISITION/PURCHASE REQUEST/PROJECT NO. <u>180-0014-3-0183480</u>	
5. ISSUED BY Agency for International Development MS/OP/OS/ANE Washington, D.C. 20523-1424		6. ADMINISTERED BY (If other than Item 5)	CODE	

PPC5802

7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, State and ZIP Code) <b>Coopers &amp; Lybrand</b> 1800 M Street, N.W. Washington, D.C. 20036		8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input type="checkbox"/> OTHER (See below)
TIN: 135218870 DUNS: 077817039		9. DISCOUNT FOR PROMPT PAYMENT
10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN		ITEM

11. SHIP TO/MARK FOR CODE	FACILITY CODE	12. PAYMENT WILL BE MADE BY Agency for International Development PFM/FM/CMPD/DCB Room 700, SA-2, Washington, D.C. 20523-0209
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c) ) <input type="checkbox"/> 41 U.S.C. 253(c) )		14. ACCOUNTING AND APPROPRIATION DATA Appropriation: 72-1101021.6 BPC : QDSA-90-37180-KG-12

15A. ITEM NO.	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
	Long and short term technical assistance for privatization in Yugoslavia.				

15G. TOTAL AMOUNT OF CONTRACT **\$881,821**

(V)	SEC.	DESCRIPTION	PAGE(S)	(V)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
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X	E	INSPECTION AND ACCEPTANCE	11	K		REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
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CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 3 copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein)	18. <input type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.
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19A. NAME AND TITLE OF SIGNER (Type or print) Philip A. Odeen, Partner	20A. NAME OF CONTRACTING OFFICER Judith D. Johnson
19B. NAME OF CONTRACTOR BY <u>Philip A. Odeen</u> (Signature of person authorized to sign)	19C. DATE SIGNED 9/28/90
20B. UNITED STATES OF AMERICA BY <u>Judith D. Johnson</u> (Signature of Contracting Officer)	20C. DATE SIGNED 9/28/90

**SECTION B**                    **SERVICES AND COSTS**

**B.1. SERVICES**

For the period specified in Section F of this contract, the Contractor shall provide the services described in Sections C, D, F, and H of this contract, for the estimated cost plus fixed fee shown below.

**B.2. ESTIMATED CONTRACT COST AND FINANCING**

(a) The total estimated cost for performance of the work required hereunder is \$824,132. The fixed fee is \$57,689. The total estimated cost plus fixed fee is \$881,821.

(b) The amount of funds currently obligated to this contract for performance hereunder is \$195,000. This amount is anticipated to be sufficient through approximately 01/31/1990. The Contractor shall not exceed this amount unless authorized by the Contracting Officer pursuant to the clause of this contract entitled "Limitation of Funds" (FAR 52.232-22) (see Section I of this contract).

(c) Additional funds up to the total estimated amount of the contract shown in B.2.(a) above may be obligated by A.I.D. subject to the availability of funds. See clause entitled "Limitation of Funds" (FAR 52.232-22).

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

**B.3. BUDGET**

(a) The following itemized budget sets forth the estimates for reimbursement of dollar costs for individual line items of cost and the fixed fee. Without the prior written approval of the Contracting Officer, the Contractor may not exceed the total estimated cost set forth in the budget hereunder or the obligated amount (see part 2 above), whichever is less. Without the prior written approval of the Contracting Officer, the Contractor may not exceed the estimated dollar cost for any individual line item of cost shown below by more than 15% of such line item, except for (i) indirect costs, which are governed by Parts 4 & 5 of this Section B; and (ii) salaries and wages, which may not be exceeded unless approved by the Contracting Officer. The fee is fixed.

(b)

Itemized Budget

(9/30/1990 - 2/28/1992)

<u>Category</u>	<u>Budget Amount</u>
Salaries and Wages	\$178,278
Fringe Benefits	\$ 45,710
Overhead	\$187,098
Consultants	\$ 23,100
Allowances	\$ 68,750
Travel, Transportation, & Per Diem	\$ 97,405
Nonexpendable Equipment	\$ -0-
Subcontract(s)	\$101,292
Other Direct Costs (Includes DBA)	\$ 18,133
G&A	\$104,366
TOTAL ESTIMATED COST	\$824,132
Fixed Fee	\$ 57,689
TOTAL ESTIMATED COST PLUS FIXED FEE	\$881,821

(c) The inclusion of a dollar amount for subcontract(s) and/or consultants in the above budget does not obviate the requirements of the clause of this contract entitled "Subcontracts Under Cost-Reimbursement and Letter Contracts" (FAR 52.244-02), or Part 4(a)(5) of Section H of this contract for prior written approval by the A.I.D. official indicated therein.

(d) The Contractor also agrees to furnish data which the Contracting Officer may request on costs expended or accrued under this contract in support of the budget information provided herein.

**B.4. ESTABLISHMENT OF INDIRECT COST RATES**

(a) Pursuant to the clause of this contract entitled "Allowable Cost and Payment" (FAR 52.216-07), and, if applicable (see Section I. of this contract), the clause of this contract entitled "Predetermined Indirect Cost Rates" (FAR 52.216-15), an indirect cost rate or rates shall be established for each of the Contractor's accounting periods which apply to this contract. Pending establishment of revised provisional, final, or predetermined indirect cost rates for each of the Contractor's accounting periods which apply to this contract, provisional payments on account of allowable indirect costs shall be made on the basis of the following negotiated provisional or predetermined rate(s) applied to the base(s) which is (are) set forth below:

<u>Description</u>	<u>Rate</u>	<u>Base</u>	<u>Type</u>	<u>Period</u>
Overhead	83.53%	<u>1/</u> —	<u>1/</u> —	<u>1/</u> —
G & A	14.5%	<u>2/</u> —	<u>2/</u> —	<u>2/</u> —
Fringe	25.64%	<u>3/</u>	<u>3/</u>	<u>3/</u>

1/ Base of Application: Direct labor costs plus applicable fringe

Type of Rate (Provisional/Predetermined): Provisional  
Period: Until amended

2/ Base of Application: Total cost input excluding G&A expense.

Type of Rate (Provisional/Predetermined): Provisional  
Period: Until amended

3/ Base of Application: Total Labor dollars

Type of Rate: Provisional  
Period: Until amended

**B.5.**

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

(a) Notwithstanding any other clause of this contract, for each of the Contract's accounting periods during the term of this contract, the parties agree as follows:

(1) The distribution base for establishment of final overhead rates is direct labor costs plus applicable fringe.

(2) The distribution base for establishment of final G&A rates is total cost input excluding G&A expense.

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

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

<u>For Accounting Period Ending</u>	<u>G&amp;A Rate</u>	<u>Overhead Rate</u>
Life of Contract	14.5%	83.53%

(d) The Government shall not be obligated to pay any additional amount on account of indirect costs above the ceiling rates established herein.

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

**B.6. COST REIMBURSABLE, FIXED FEE, PAYMENT AND LOGISTICAL SUPPORT**

(a) United States Dollar Cost

Reimbursement of United States dollar costs incurred under this contract shall be paid to the Contractor as described in the clauses of this contract entitled "Allowable Cost and Payment" (FAR 52.216-07) and "Payment" (AIDAR 752.7003, Alternates 70 and 71), and shall be limited to reasonable, allocable, and necessary costs determined in accordance with the clause of this contract entitled "Allowable Cost and Payment" (FAR 52.216-07).

(b) Fixed Fee

In addition to reimbursement of costs pursuant to Section (a) above, the Contractor shall, if the clause entitled "Fixed Fee" (FAR 52.216-08) is applicable to this contract (see Section I. for applicability), be paid a fixed fee in accordance with said clause. If said clause applies to this contract, at the time of each payment to the Contractor on account of allowable dollar costs, the Contractor shall be paid a dollar amount which is in the same ratio to the total fixed fee as the related payment being made on account of allowable dollar costs is to the total estimated cost, as amended from time to time; provided however, that whenever in the opinion of the Contracting Officer such payment would result in a percentage of fee in excess of the percentage of work completion, further payment of fee may be suspended until the Contractor has made sufficient progress, in the opinion of the Contracting Officer, to justify further payment of fee up to the agreed ratio; provided further, that after payment of eighty-five percent

(85%) of the total fixed fee, the provisions of the clause of this contract entitled "Fixed Fee" (FAR 52.216-08) shall be followed.

(c) Payment

(1) Payment shall be in accordance with the clauses of this contract entitled "Allowable Cost and Payment" (FAR 52.216-07), "Payment" (AIDAR 752.7003), and, if applicable, the clause entitled "Fixed Fee" (FAR 52.216-08).

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

(d) Logistical Support

The cooperating country will provide office space and office equipment. No other logistical support will be provided to the contractor under this contract.

End of Section B

SECTION C - STATEMENT OF WORK

TECHNICAL ASSISTANCE FOR ENTERPRISE RESTRUCTURING AND  
PRIVATIZATION IN YUGOSLAVIA

I. Placement of Advisor

The long-term advisor would be placed at the federal level and would provide technical assistance in enterprise restructuring and privatization to the Yugoslav government, and through it to the republic level. The advisor would be based initially at the Secretariat of Energy and Industry. When and if an institution for restructuring and privatization is established at the federal level, the advisor would be placed at that institution. The long term advisor's initial counterpart would be the Assistance Federal Secretary of the Secretariat of Energy and Industry. When and if an institution for restructuring and privatization is created at the federal level, its Director would be the advisor's counterpart.

II. Objective

The advisor's objective is to provide assistance over a one year period in the privatization process and in the restructuring and privatization of individual enterprises.

A. Privatization Process

Legal Framework

Ongoing assistance would be provided to adjust the legal framework which supports privatization. Areas to be covered include company law, labor law, creditors' rights, and bankruptcy.

Institutional Support

Assistance would be provided in the establishment of the federal and republic level restructuring and privatization agencies. This would include work on operating procedures, staffing, and staff training.

### Coordination and Information Dissemination

The advisor will coordinate and disseminate information on privatization to republic level restructuring and privatization agencies. This information will include data on privatization/restructuring both within Yugoslavia and world-wide.

### Capital Markets

The advisor will provide advice on developing capital markets (both debt and equity) as they relate to speeding the process of privatization. Assistance could be provided directly to stock exchanges and banks. Assistance could also be provided in improving the regulatory environment for developing capital markets.

### Selection of Enterprises

The advisor will assist the federal and republic restructuring and privatization agencies in selecting and prioritizing sectors and enterprises for privatization and restructuring. This may include developing criteria both at the federal and republic levels.

### Short Term Assistance

The advisor will draft scopes of work and coordinate the input of short term advisors to assist with specific problems related to the restructuring and privatization process. This could include advice ranging from legal or institutional issues, to problems related to establishing a functioning capital market.

## B. Restructuring and Privatization of Individual Enterprises

### Break up of Large Enterprises

The advisor will provide advice on the break up of large socially-owned monopolies.

### Management

The advisor will provide assistance and training in the areas of cost accounting, staffing, inventory, and quality control and the other issues related to enterprise management.

### Technical Advice

The advisor will provide assistance on specific technical level production problems in order to improve efficiency, lower costs, and increase output.

### Privatization

The advisor will provide advice on the actual privatization of enterprises including developing scopes of work for and recruiting privatization teams (locally and abroad), analyzing all aspects of enterprise operations, making recommendations as to valuation, share sales and distribution, and making recommendations as to company management.

### Short-Term Assistance

The advisor will draft scopes of work and coordinate the input of short term advisors to assist with specific problems related to restructuring and privatization. This could include advice relating to the diagnosis of enterprise losses, issues related to the break up of large monopolies, and provision of assistance for the privatization of specific enterprises.

### III. Level of Effort

The long-term advisor would be provided for one year. He would be assisted with 30 person months of short-term technical assistance. Computers and a data base would be provided.

### IV. Qualifications

- Extensive experience with privatization and restructuring
- Work experience in capital and money markets.
- Experience with Employee Stock Option Plans.
- Experience with mergers and acquisitions.
- Training in economics and finance.
- Overseas experience in privatization and capital and money markets.

End of Section C

**SECTION D      PACKAGING AND MARKING**

**D.1.            Reports**

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

**End of Section D**

**SECTION E      INSPECTION AND ACCEPTANCE**

**E.1. RESPONSIBLE OFFICIAL**

In accordance with the clauses of this contract entitled "Inspection of Services - Cost-Reimbursement" (FAR 52.246-05) and "Limitation of Liability - Services" (FAR 52.246-25 ), inspection and acceptance of all services and supplies required hereunder shall be made only by the cognizant AID Project Officer. Inspection and acceptance of services and supplies by the cognizant AID Project Officer shall form the basis for payments to the Contractor.

**End of Section E**

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**SECTION F DELIVERIES OR PERFORMANCE**

**F.1. PERIOD OF CONTRACT**

The effective date of this contract is the date of the Contracting Officer's signature on the cover page, and the estimated completion date is seventeen months thereafter.

**F.2. TECHNICAL DIRECTIONS**

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

**F.3. REPORTS**

The contractor will be required to provide financial and program reports to ANE/EUR and the U.S. Embassy Economic Officer in Belgrade on a quarterly basis. Within 90 days of contract signature, the contractor will be required to submit to A.I.D. for approval proposed formats for both reports. (See Section C).

**F.4. KEY PERSONNEL**

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

<u>Name</u>	<u>Position Title</u>
Mr. Robert Anderson	Senior Advisor

- b) The personnel specified above are considered to be essential to the work being performed hereunder. Prior to diverting any of the specified individuals to other programs, the Contractor shall notify the Contracting Officer reasonably in advance and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the program. No diversion shall be made by the Contractor without the written consent of the Contracting Officer; provided, that the Contracting Officer may ratify in writing such diversion and such ratification shall constitute the consent of the Contracting Officer required by this clause. Proposed substitutions must be submitted simultaneously to the Contracting Officer and the

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A.I.D. Project Officer not later than 30 days after the diversion of any of the specified individuals. Failure to do so may be considered nonperformance by the Contractor. The listing of key personnel may, with the consent of the contracting parties, be amended from time to time during the course of this contract to either add or delete personnel, as appropriate.

F.5. LEVEL OF EFFORT

- a) The total estimated level of effort for the performance of this contract is approximately 42 person months (consisting of 12 person months long-term technical advisor and 30 person months for short-term consultants) of direct employees, consultants, and subcontract labor.
- b) The estimated composition of the total person months of direct labor is as follows:

<u>Category</u>	<u>No. of Person Months</u>
<u>Long-Term Advisor</u>	12
<u>Short-Term Consultants</u>	30
TOTAL PERSON MONTHS	42

**NOTE:** The provision of some or all of this effort may be provided through subcontracts and/or consultants. However, subcontracts may require the consent of the Contracting Officer pursuant to the clause of this contract entitled "Subcontracts Under Cost-Reimbursement and Letter Contracts" (FAR 52.244-02) and the use of consultants may require the prior written approval of the cognizant A.I.D. Project Officer pursuant to part H.4(a)(5) of Section H of this contract.

- c) Unless otherwise approved by the cognizant A.I.D. Project Officer in writing, it is understood and agreed that, with the exception of Key Personnel, the rate of person days per year may fluctuate in pursuit of the technical objective, provided that such fluctuation does not result in the utilization of total person days of effort prior to the expiration of the term hereof. It is further understood and agreed that the number of person days of effort for any labor

classification, may, with the written consent of the cognizant A.I.D. Project Officer, be utilized by the Contractor in any other labor classification listed above if necessary in the performance of the work, provided that the total person days of effort specified above is not exceeded.

The Contracting Officer may, by written order, direct the Contractor to increase the average daily rate of utilization of effort to such an extent that the total person days of effort specified above would be utilized prior to the expiration of the term hereof. Any such order shall specify the degree of acceleration required, and the revised term hereof resulting therefrom.

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

**End of Section F**

**SECTION G**      **CONTRACT ADMINISTRATION DATA**

- G.1.      The cognizant AID/W Project Officer (also referred to as the cognizant A.I.D. Project Officer) is the Director of the Office of European Affairs, Bureau for Asia, Near East, and Europe (ANE/EUR), or his designee.
- G.2.      The payment office is the Program Accounting and Finance Division, Office of Financial Management, Bureau for Management (PFM/FM/CMPD/DCB), AID/W.
- G.3.      The contract administration office is the Asia, Near East and Europe Branch, Overseas Division, Office of Procurement, Directorate for Program and Management Services, Bureau for Management (MS/OP/OS/ANE), AID/W.
- G.4.      Funds for this contract are chargeable as follows:
- |                        |   |                     |
|------------------------|---|---------------------|
| PIO/T                  | : | 180-0014-3-0183480  |
| Appropriation          | : | 72-1101021.6        |
| Allotment              | : | 046-63-180-00-69-01 |
| Budget Plan Code       | : | QDSA-90-37180-KG-12 |
| Obligated Amount       | : | \$195,000           |
| Total Estimated Amount | : | \$881,821           |
- G.5.      Contractor's TIN                    : 135218870  
Contractor's DUNS No.            : 077817039

End of Section G

**SECTION H - SPECIAL CONTRACT REQUIREMENTS**

**H.1. SPECIAL PROVISION REGARDING THE CLAUSES ENTITLED  
"TRAVEL AND TRANSPORTATION" (AIDAR 752.7002)  
AND "PERSONNEL" (AIDAR 752.7027, ALTERNATE 71)**

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

**H.2. DEFENSE BASE ACT (DBA) INSURANCE**

Pursuant to the clause of this contract entitled "Insurance - Worker's Compensation, Private Automobiles, Marine, and Air Cargo" (AIDAR 752.228-70, Alternate 70), the insurance carrier currently under contract with AID to provide DBA insurance is Insurance Company of North America; Wright & Co.; 1400 I Street, N.W. Suite 1100; Washington, D.C. 20005; telex 440508; telephone (202) 289-0200, or (800) 424-9801 outside the Washington area (toll-free).

**H.3. EMERGENCY LOCATOR INFORMATION**

The Contractor agrees to provide the following information to the cognizant Project Officer on or before arrival in the Cooperating Country of every contract employee or dependent:

(a) The individual's full name, home address, and telephone number.

(b) The name and number of the contract, and whether the individual is an employee or dependent.

(c) The contractor's name, home office address, and telephone number, including any after-hours emergency number(s), and the name of the Contractor's home office staff member having administrative responsibility for the contract.

(d) The name, address, and telephone number(s) of each individual's next of kin.

(e) Any special instructions pertaining to emergency situations such as power of attorney designees or alternate contact persons.

#### H.4. PERSONNEL COMPENSATION

##### (a) Limitations

Compensation of personnel which is charged as a direct cost under this contract, like other costs, will be reimbursable in accordance Section B of this contract, and the clause of this contract entitled "Allowable Cost and Payment" (FAR 52.216-07) and other applicable provisions of this contract, but subject to the following additional specified understandings which set limits on items which otherwise might be reasonable, allocable, and allowable.

##### (a)(1) Approvals

Salaries and wages may not exceed the Contractor's established policy and practice, including the Contractor's established pay scale for equivalent classifications of employees, which will be certified to by the Contractor, nor may any individual salary or wage, without approval of the Contracting Officer, exceed the employee's current salary or wage or the highest rate of annual salary or wage received during any full year of the immediately preceding three years. There is a ceiling on reimbursable salaries and wages paid to a person employed directly under the contract of the maximum salary rate of FS-1 (or the equivalent daily rate of the maximum FS-1 salary, if compensation is not on an annual basis), unless advance written approval is given by the Contracting Officer.

##### (a)(2) Salaries During Travel

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

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(a)(3) Return of Overseas Employees

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

(a)(4) Annual Salary Increases

Annual salary increases may not exceed those provided by the Contractor's established policy and practice. With respect to employees performing work directly under this contract, one annual salary increase of not more than 5% of the employee's base salary may, subject to the Contractor's established policy and practice, be granted after the employee's completion of each twelve month period of satisfactory services under the contract. Annual salary increases of any kind exceeding these limitations or which cause the employee's salary to exceed the maximum salary of FS-1 may be granted only with the advance written approval of the Contracting Officer.

(a)(5) Consultants

No compensation for consultants shall exceed, without specific approval of the rate by the Contracting Officer, (1) the current compensation or the highest rate of annual compensation received by the consultant during any full year of the immediately preceding three years or (2) the maximum daily salary rate of FS-1, whichever is less.

(a)(6) Third Country and Cooperating Country Nationals

No compensation for third country or Cooperating Country nationals will be reimbursed unless their use under the contract has the prior written approval of the Contracting Officer. Salaries and wages paid to such persons may not, without specific written approval of the Contracting Officer, exceed either the Contractor's established policy and practice; or the level of salaries paid to equivalent personnel by the USAID Mission in the Cooperating Country; or the prevailing rates in the Cooperating Country, as determined by AID, paid to personnel of equivalent technical competence. In no event shall compensation for such persons exceed the FS-1 rate, unless approved in advance by the Contracting Officer.

**NOTE:** The daily rate of FSO Class 1 (FS-1) is determined by dividing the annual salary by 260.

(a)(7) Initial Salaries

The initial starting salaries of all employees whose salaries are charged as a direct cost to this contract must be approved, in advance and in writing, by the Contracting Officer. Subsequent salary increases shall be in accordance with Section H.4(a)(4) above. See also Sections H.4.(a)(5) and H.4.(a)(6).

NOTE: Any approvals issued pursuant to Sections H.4.(a)(5), H.4(a)(6) and H.4.(a)(7) above shall be retained by the Contractor for audit purposes. Approvals issued pursuant to the above must be within the terms of this contract, and shall not serve to increase the total estimated cost of this contract.

(a)(8) Work Week

(a)(8)(A) Non-overseas Employee. The work week for the Contractor's non-overseas employees shall not be less than the established practice of the Contractor.

(a)(8)(B) Overseas Employee. The work week for the Contractor's overseas employees shall not be less than 40 hours and shall be scheduled to coincide with the work week for those employees of the AID Mission and the Cooperating Country associated with the work of this contract.

H.(b) Definitions

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

H.5 Personnel Commitments

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

H.6 PROCUREMENT AND SUBCONTRACTING

(a) AID Geographic Codes

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

(b) Approvals

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

(c) Competition and Subcontracting

The Contractor shall secure competition to the maximum practical extent, as required by the clause of this contract entitled "Competition in Subcontracting" (FAR 52.244-05). Notwithstanding any approvals issued by the cognizant AID/W Project Officer pursuant to Section H.7.(b) above, the Contractor shall obtain the Contracting Officer's consent for purchases/subcontracts, if required by the clause of this contract entitled "Subcontracts (Cost-Reimbursement and Letter Contracts)" (FAR 52.244-02).

(d) Anticipated Purchases

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

(i) None

Notwithstanding the foregoing, prior to purchasing any nonexpendable equipment, the Contractor shall perform an analysis of the cost of purchasing such equipment vs. the cost of leasing such equipment, and shall submit such analyses to the Contracting Officer, together with the request to lease or purchase. The Contracting Officer must approve each purchase or lease.

(e) Reporting

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

H.7. Small Business and Small Disadvantaged Business Subcontracting

The contractor shall comply with the requirements of the clauses of this contract entitled "Utilization of Small Business Concerns and Small Disadvantaged Business Concerns" (FAR 52.219-08 and AIDAR 752.219-08), "Small Business and Small Disadvantaged Business Subcontracting Plan" (FAR 52.219-09), and "Subcontracting with Disadvantaged Enterprises" (AIDAR 752.226-2). With respect to the latter clause, reporting requirements are as follows:

(a) Standard Form 294 entitled "Subcontracting Report for Individual Contracts", shall be prepared by the Contractor semi-annually for this contract and submitted to the Contracting Officer.

(b) Standard Form 295, entitled "Summary Subcontract Report", shall be prepared quarterly by the Contractor for all contracts subject to Public Law 95-507 (i.e., with the clause entitled "Small Business and Small Disadvantaged Business Subcontracting Plan" [FAR 52.219-09 pr FPR Temp. Reg. 50]) and submitted to the AID/W Office of Small and Disadvantaged Business Utilization (OSDBU).

H. 8. LANGUAGE REQUIREMENTS

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

H.9. ORDINARY COURSE OF BUSINESS

With respect to the clauses of this contract entitled "Allowable Cost and Payment" (FAR 52.216-07) and "Documentation for Payment" (AIDAR 752.7003), it is understood and agreed that the Contractor may, in some circumstances, invoice and be paid for recorded costs for items or services purchased directly for this contract, even

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

**H.10. TRAVEL EXPENSES**

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

(b) Misconduct shall be defined as the deliberate and/or repeated disregard for the laws and regulations of the Cooperating Country or of AID, the continued existence of conflict of interest after advice that such conflict exists, or general behavior unbecoming a professional serving as a part of the U.S. foreign assistance program (see also the clause of this contract entitled "Personnel" [AIDAR 752.7027, Alternate 71]).

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

**H.11. SUBMISSION OF COMPLETION VOUCHER**

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

SECTION I

Contract Clauses

THE FOLLOWING CLAUSES APPLY TO THIS CONTRACT

The following Federal Acquisition Regulation (48 CFR Chapter 1) and A.I.D. Acquisition Regulation (48 CFR Chapter 7) clauses apply to this contract.

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

Portions of this contract are altered as follows:

- (a) In the clause entitled "Notification of Changes" (FAR 52.243-7), insert "14 days" in the blank in paragraph (b).
- (b) In the clause entitled "Payment for Overtime Premiums" (FAR 52.222.2), insert "zero" in the blank in paragraph (a).
- (c) In the clause of this contract entitled "Taxes-Foreign Cost Reimbursement Contracts" (FAR 52.229-8), insert "...host country government", and "...host country...".

End of Clause

CLAUSES INCORPORATED BY REFERENCE, FAR 52.252-2 (JUN 1988)

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

End of Clause

52.202-1	Definitions (APR 1984)
52.203-1	Officials Not to Benefit (APR 1984)
52.203-3	Gratuities (APR 1984)
52.203-5	Covenant Against Contingent Fees (APR 1984)
52.203-6	Restriction on Subcontractor Sales to the Government (JUL 1985)
52.203-7	Anti-Kickback Procedures (OCT 1988)
52.203-10	Remedies for Illegal or Improper Activities (MAY 1989)

52.203-12	Limitation on Payments to Influence Certain Federal Transactions (JAN 1990)
52.204-4	Contractor Establishment Code (AUG 1989)
52.209-6	Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (MAY 1989)
52.212-13 & Alternate I	Stop-Work Order (AUG 1989) and (APR 1984)
52.215-1	Examination of Records by Comptroller General (APR 1984)
52.215-2	Audit-Negotiation (DEC 1989)
52.215-22	Price Reduction for Defective Cost or Pricing Data (APR 1988)
52.215-24	Subcontractor Cost or Pricing Data (APR 1985)
52.215-27	Termination of Defined Benefit Pension Plans (SEP 1989)
52.215-30	Facilities Capital Cost of Money (SEP 1987)
52.215-31	Waiver of Facilities Capital Cost of Money (SEP 1987)
52.215-33	Order of Precedence (JAN 1986)
52.216-7	Allowable Cost and Payment (APR 1984)
52.216-8	Fixed Fee (APR 1984)
52.219-8	Utilization of Small Business Concerns and Small Disadvantaged Business Concerns (FEB 1990)
52.219-9	Small Business and Small Disadvantaged Business Subcontracting Plan (APR 1984)
52.219-13	Utilization of Women-Owned Small Businesses (AUG 1986)
52.219-16	Liquidated Damages--Small Business Subcontracting Plan (AUG 1989)
52.220-1	Preference for Labor Surplus Area Concerns (APR 1984)
52.220-3	Utilization of Labor Surplus Area Concerns (APR 1984)
52.220-4	Labor Surplus Area Subcontracting Program (APR 1984)

52.222-2	Payment for Overtime Premiums (JUL 1990)
52.222-3	Convict Labor (APR 1984)
52.222-26	Equal Opportunity (APR 1984)
52.222-28	Equal Opportunity Pre-award Clearance of Subcontracts (APR 1984)
52.222-29	Notification of Visa Denial (APR 1984)
52.222-35	Affirmative Action for Special Disabled and Vietnam Era Veterans (APR 1984)
52.222-36	Affirmative Action for Handicapped Workers (APR 1984)
52.222-37	Employment Reports on Special Disabled Veterans and Veterans of the Vietnam Era (JAN 1988)
52.223-2	Clean Air and Water (APR 1984)
52.223-6	Drug-Free Workplace (JUL 1990)
52.225-13	Restrictions on Contracting with Sanctioned Persons (MAY 1989)
52.227-1	Authorization and Consent (APR 1984)
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement (APR 1984)
52.227-11	Patent Rights-Retention by the Contractor (Short Form) (JUN 1989)
52.227-14	Rights in Data - General (JUN 1987)
52.228-3	Workers' Compensation Insurance (Defense Base Act) (APR 1984)
52.228-4	Workers' Compensation and War-Hazard Insurance Overseas (APR 1984)
52.228-7	Insurance-Liability to Third Persons (APR 1984)
52.229-8	Taxes-Foreign Cost-Reimbursement Contracts (MAR 1990)
52.230-3, see note 1	Cost Accounting Standards (SEP 1987)
52.230-4, see note 1	Administration of Cost Accounting Standards (SEP 1987)
52.230-5, see note 1	Disclosure and Consistency of Cost Accounting Practices (SEP 1987)
52.232-17	Interest (APR 1984)
52.232-22	Limitation of Funds (APR 1984)
52.232-23	Assignment of Claims (JAN 1986)
52.232-25	Prompt Payment (APR 1989)

52.232-28	Electronic Funds Transfer Payment Methods (APR 1989)
52.233-1 & Alternate 1	Disputes (APR 1984)
52.233-3 & Alternate 1	Protest After Award - (AUG 1989) and (JUN 1985)
52.237-3	Continuity of Services (APR 1984)
52.237-8	Severance Payments to Foreign Nationals Employed Under a Service Contract Performed Outside the United States (MAR 1989)
52.242-1	Notice of Intent to Disallow Costs (APR 1984)
52.243-2 & Alternate II	Changes-Cost Reimbursement (AUG 1987) and (APR 1984)
52.243-7	Notification of Changes (APR 1984)
52.244-2	Subcontracts (Cost-Reimbursement and Letter Contracts) (JUL 1985)
52.244-5	Competition in Subcontracting (APR 1984)
52.245-5	Government Property (Cost Reimbursement, Time-and-Material, or Labor-Hour Contracts) (JAN 1986)
52.246-3	Inspection of Supplies-Cost Reimbursement (APR 1984)
52.246-5	Inspection of Services - Cost-Reimbursement (APR 1984)
52.246-23	Limitation of Liability (APR 1984)
52.246-25	Limitation of Liability-Services (APR 1984)
52.247-1	Commercial Bill of Lading Notations (APR 1984)
52.247-63	Preference for U.S.-Flag Air Carriers (APR 1984)
52.247-64	Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 1984)
52.249-6	Termination (Cost-Reimbursement) (MAY 1986)
52.249-14	Excusable Delays (APR 1984)
52.251-1	Government Supply Sources (APR 1984)
752.202-1, Alternate 70	A.I.D. Definitions Clause -- General Supplement for Use in All A.I.D. Contracts (JAN 1990)
752.202-1, Alternate 72	A.I.D. Definitions Clause -- Supplement for A.I.D. Contracts Involving Performance Overseas (DEC 1986)

752.219-8	Utilization of Small Business Concerns and Small Disadvantaged Business Concerns (FEB 1990)
752.226-2	Subcontracting with Disadvantaged Enterprises (FEB 1990)
752.228-3	Worker's Compensation Insurance (Defense Base Act) (APR 1984)
752.228-7	Insurance--Liability to Third Persons (APR 1984)
752.245-70	Government Property-A.I.D. Reporting Requirements (JAN 1986)
752.245-71	Title to and Care of Property (APR 1984)
752.7001	Biographical Data (DEC 1988)
752.7002	Travel and Transportation (JAN 1990)
752.7003	Documentation for Payment (APR 1984)
752.7004	Source and Nationality Requirements (APRIL 1989)
752.7005	Language, Weights, and Measures (APR 1984)
752.7006	Notices (APR 1984)
752.7007	Personnel Compensation (AUG 1984)
752.7008	Use of Government Facilities or Personnel (APR 1984)
752.7009	Marking (APR 1984)
752.7010	Conversion of U.S. Dollars to Local Currency (APR 1984)
752.7011	Orientation and Language Training (APR 1984)
752.7013	Contractor-Mission Relationships (OCT 1989)
752.7014	Notice of Changes in Travel Regulations (JAN 1990)
752.7015	Use of Pouch Facilities (APR 1984)
752.7017	Local Cost Financing with U.S. Dollars (APR 1984)
752.7020	Organizational Conflicts of Interest (MAR 1985)
752.7022	Conflicts Between Contract and Catalog (APR 1984)
752.7025	Approvals (APR 1984)
752.7026	Reports (OCT 1989)
752.7027, Alternate 71	Personnel (APR 1984)
752.7028	Differentials and Allowances (DEC 1988)
752.7029	Post Privileges (APR 1984)
752.7031	Leave and Holidays (OCT 1989)

752.7032

International Travel Approval and  
Notification Requirements (JAN  
1990)

Notes:

1. Applicability to be determined. The clauses entitled "Cost Accounting Standards" (FAR 52.230-3) and "Administration of Cost Accounting Standards" (FAR 52.230.4) shall apply if the Contractor is not exempt from Cost Accounting Standards (CAS) (see Section K of the solicitation). The clause entitled "Disclosure and Consistency of Cost Accounting Practices" (FAR 52.230-5) shall apply if the Offeror is not exempt from CAS but is eligible for modified CAS coverage (see Section K of the solicitation).

End of SECTION I

Tom

AID (387) *PIC <b>APPROVED</b> <i>9/11/90</i>	AGENCY FOR INTERNATIONAL DEVELOPMENT  PROJECT IMPLEMENTATION ORDER/TECHNICAL SERVICES	1. Cooperating Country <b>East Europe Regional</b>	Page 1 of _____ Pages
		2. PIO/T No <b>180-0014-3- 0183480</b>	3. <input checked="" type="checkbox"/> Original or Amendment No _____
		4. Project/Activity No. and Title <b>Eastern Europe Economic Restructuring and Privatization (180-0014)</b>	

DISTRIBUTION Initials: _____ Date Posted: _____ PFM/FM/A/PNP <b>FUNDS RESERVED BY:</b> <i>[Signature]</i>	5. Appropriation Symbol <b>72-1101021.6 (046-63-180-00-69-01)</b>	6. Budget Plan Code <b>QUSA-90-37180-KG-12</b>
	7. Obligation Status <input checked="" type="checkbox"/> Administrative Reservation <input type="checkbox"/> Implementing Document	8. Project Assistance Completion Date (Mo., Day, Yr.) <b>8/92</b>
	9. Authorized Agent <b>MS/OP</b>	10. This PIO/T is in full conformance with PRO/AG No <b>N/A</b>
	11a. Type of Contract and Governing AID Handbook <input checked="" type="checkbox"/> AID Contract (HB 14) <input type="checkbox"/> AID Grant or Cooperative Agreement (HB 13) <input type="checkbox"/> PASA/RSSA (HB 12) <input type="checkbox"/> Other	11b. Contract/Grant/Cooperative Agreement/PASA/RSSA Reference Number (If this is an Amendment)

12. Estimated Financing (A detailed budget in support of column (2) is attached as Attachment No _____)					
Maximum AID Financing Available	A Dollars	(1) Previous Total	(2) Increase	(3) Decrease	(4) Total to Date
			<b>195,000</b>		<b>195,000</b>
	B U.S.-Owned Local Currency				

13 Mission References

14A. Instructions to Authorized Agent  
**MS/OP is requested to enter into a direct contract with Coopers and Lybrand to provide a long-term advisor and short term technical assistance for privatization in Yugoslavia.**

14B Address of Voucher Paying Office  
**PFM/FM/CMPD/DCE 700 SA-2 Washington, DC 20523-0209**

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

A The Project Officer certifies that the specifications in the statement of work or program description are technically adequate	Phone No	B The statement of work or program description lies within the purview of the initiating office and approved agency programs	Date
ANE/EUR, Katherine Boe <i>KLB</i>	Date <i>9/7/90</i>	ANE/EUR, Don Pressley <i>DP</i>	<i>9/10/90</i>
C ANE/EUR, Mike Morfit <i>MM</i> ANE/PD, Doug Kline <i>DK</i>	Date <i>9/10/90</i> <i>9/17/90</i>	D Funds for the services requested are available	Date
E ANE/DP, Mary Crawford <i>MPC</i>	Date <i>9/7/90</i>	<i>KLB/Kath/K</i> PFM/FM/ANE, R. Anderson	

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 _____	Signature <i>Sasha L. Shek</i> Date <i>9/12/90</i>
Title _____	Title <b>Robert Nachtrieb, Director, ANE/PD</b>

\*See HB 3, Sup A, App C, Att B, for preparation instructions Note: The completed form contains sensitive information whose unauthorized disclosure may subject an employee to disciplinary action