

598-0791

AWARD/CONTRACT		1 THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)	RATING	PAGE OF PAGES 1 101
3 CONTRACT (Proc Inst Ident) NO LAC-0791-C-00-1039-00		3 EFFECTIVE DATE See Block 20C	4 REQUISITION/PURCHASE REQUEST/PROJECT NO	
5 ISSUED BY CODE		6 ADMINISTERED BY (If other than Item 5) CODE		
The Agency for International Development Office of Procurement Overseas Division - LAC Washington, DC 20523-1422				

7. NAME AND ADDRESS OF CONTRACTOR (No, street, city, county, State and ZIP Code) Aguirre International 411 Borel Avenue, Suite 402 San Mateo, CA 94402-3519		8 DELIVERY <input type="checkbox"/> FOB ORIGIN <input type="checkbox"/> OTHER (See below)	
		9 DISCOUNT FOR PROMPT PAYMENT N/A	
CODE		10 SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN	
FACILITY CODE		ITEM See Section G	

11 SHIP TO/MARK FOR CODE		12. PAYMENT WILL BE MADE BY CODE	
		See Section G	

13 AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION <input type="checkbox"/> 10 USC 2304(c)() <input type="checkbox"/> 41 USC 253(c)()		14 ACCOUNTING AND APPROPRIATION DATA See Section G	
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15A ITEM NO	15B SUPPLIES/SERVICES	15C QUANTITY	15D UNIT	15E UNIT PRICE	15F AMOUNT
	The Contractor shall provide the services described in Section C and in accordance with the terms, conditions and specifications included herein.	Lot			

15G. TOTAL AMOUNT OF CONTRACT ▶ \$ 18,034,600

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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 7 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 hereinto. (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) RONALD P RODGERS, DIRECTOR OF OPERATIONS		20A NAME OF CONTRACTING OFFICER Judith D. Johnson, Contracting Officer	
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19B NAME OF CONTRACTOR BY <i>[Signature]</i> (Signature of person authorized to sign)		19C DATE SIGNED 8/27/91		20B UNITED STATES OF AMERICA BY <i>[Signature]</i> (Signature of Contracting Officer)		20C DATE SIGNED 8/29/91	
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SECTION A, AWARD/CONTRACT FORM (cont'd)

Brief Description of Services: Project 598-0791, Regional Technical Aid Center II (RTAC II). This action anticipates a 60 month contract with a level of effort of approximately 795.5 person/months for long-term and short-term technical services. The purpose of RTAC II is to increase the availability and use of Spanish versions of university level U.S. origin technical books and materials to university students and development professionals in Spanish speaking Latin America. This is a Cost Reimbursement Plus Fixed Fee, Term (level of effort) contract.

Negotiation Authority: Foreign Assistance Act of 1961, as amended; and Executive Order 11223.

End of Section A

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 \$17,345,348. The fixed fee is \$689,252. The total estimated cost plus fixed fee is \$18,034,600.

(b) The amount of funds currently obligated to this contract for performance hereunder is \$3,072,500. This amount is anticipated to be sufficient through approximately December 31, 1992. 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 (if any). 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 (if any) is fixed.

(b) Itemized Budget

<u>Category</u>	<u>Budget Amount</u>
Salaries and Wages	\$2,192,109
Fringe Benefits	\$ 985,486
Overhead	\$2,160,763
Consultants	\$ 137,500
Travel, Transportation, & Per Diem	\$ 363,000
Nonexpendable Equipment	\$ 179,564
Subcontract(s)	\$ -0-
Other Direct Costs (Includes DBA)	<u>\$2,597,214</u>
TOTAL ESTIMATED COST	\$8,615,636
Fixed Fee	\$ 689,252
Textbook Program Donations	\$8,729,712
	=====
TOTAL ESTIMATED COST PLUS FIXED FEE	\$18,034,600

(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. The negotiated cost proposal of the successful offeror shall form the basis of any award resulting from this solicitation.

NOTE: Salaries, or portions thereof, in excess of the Foreign Service Maximum Level 1 (FS-1), will not be considered an allowable charge under this contract and, therefore, will not be reimbursable.

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>
Indirect (includes Overhead and G&A)	68%	1/	1/	1/

1/ Base of Application: Salaries plus fringe benefits
Type of Rate (Provisional/Predetermined): Provisional
Period: 1-1-90 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 indirect rates is salaries plus fringe benefits.

(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>Indirect Rate</u>
1-1-90 until amended	<u>72%</u>

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

(e) 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.

(3) In accordance with the contractor's proposal, a 10 day Accelerated Payment System is authorized for costs disbursed under the Textbook Program Donations line item of this contract.

(d) Logistical Support

No logistical support will be provided to the contractor under this contract. (See Section H.13)

End of Section B

SECTION C - STATEMENT OF WORK

I BACKGROUND AND SUMMARY

The Division for Education and Human Resources (EHR) of the Bureau of Latin America and Caribbean (LAC) of the Agency for International Development (A.I.D.) wishes to contract for the services of a qualified contractor to assist in implementing the Regional Technical Aid Center II (RTAC II) project. The five year RTAC II amended project extension component has been designed to continue the increased availability of high quality, US published texts in Spanish at affordable prices to university and technical school students, libraries and professionals in Central America and Panama. The expansion component will make these same types of books available at reasonable prices to those same groups in the three countries initiating RTAC II programs now (Bolivia, Colombia, and Ecuador), and possibly Peru and the Dominican Republic as well as some advanced developing countries in later years of the project.

The first phase of RTAC II, 1986 - 1991, has proven very popular with Central American university students, professors and administrators. As of January 1991, over one million books had been purchased and sold to university students under RTAC II. The cost of a textbook had been lowered by 50% to 80% of what similar books had cost prior to initiation of the project, and overall textbook sales in Central America have increased by more than 1,000 per cent. RTAC II has been instrumental in opening up universities and students to democratic ideas. Photocopying and pirating of textbooks have been basically eliminated. In addition, more than 1.7 million "how to" type pamphlets have been distributed to the rural and urban poor.

RTAC II was modeled after RTAC I, a highly successful program which spanned twenty years, from 1957 - 1977. RTAC I was

designed to transfer technical information to the countries of Spanish-speaking America and to strengthen the Latin American publishing industry. This was accomplished through the translation of books, pamphlets and audio visual materials coupled with their distribution to educational institutions, libraries and government organizations. RTAC I assisted in the establishment of libraries, audio-visual centers, and non-profit university bookstores in Latin America. The program was phased out as a result of its success in meeting many of its goals, as well as because of the change in emphasis in A.I.D. in the late 1970s toward programs which directly benefited the poorest of the poor.

This amendment to the RTAC II project is designed to meet the critical need for technical information in Spanish and present a positive image of the U.S., as well as respond to the growing visibility in the Central American, South American, and Caribbean regions. The project provides for dissemination of up-to-date U.S. technical information in Spanish at a reasonable price to university students, particularly those in the first three years of study, as this is the time when students are just beginning to learn the basic fundamentals of their fields. It is a successful outgrowth of the A.I.D. information dissemination programs of previous decades and is an U.S. investment in the improvement of the educational system and human resource base in the region.

II. OBJECTIVE

The objectives of the activities to be carried out under the contract are the extension and expansion of the RTAC II program in order to increase the availability and use of Spanish versions of university level U.S. origin technical books and materials to university students and development professionals in Spanish speaking Latin America. In order to accomplish this, A.I.D. will contract through full and open procurement procedures for an agent to implement this 5-year project extension as detailed in the Scope of Work.

III. SCOPE OF WORK

A. Introduction

The Contractor shall be responsible for all tasks required for the successful implementation of all program components, in the extension component and the expansion component: (a) the textbook program; (b) the pamphlet/booklet program; (c) management information system; (d) book procurement service (buy-ins); and (e) provision of technical assistance and training to RTAC II distribution centers and bookstores..

B. SPECIFIC SCOPE OF WORK

1. Extension Component

The contractor will, under the extension component:
continue to serve Costa Rica, El Salvador, Honduras,
and Guatemala in the:

- (1) Procurement of textbooks through any remaining donation funds and from the reflow accounts (co-signing with distribution centers for check issue), following the approved procedures of selection, offers from and price negotiation with publishers, cataloging, placement of book orders received from the distribution centers and coordinators.
- (2) Arrange for the insurance, storage, and transportation of the texts to these countries and submit the invoices for the shipments (including these costs).
- (3) Issue credits when applicable for missing, damaged, and defective books to the distribution center accounts.
- (4) Provide advanced training and technical assistance to the distribution centers and bookstores in these countries.

The contractor will perform these same services for Panama and Nicaragua, and in addition, will:

- (5) Continue the training and technical assistance to the coordinators, distribution centers, and book stores until they have reached functional capability.
- (6) Assist the Missions, distribution centers, bookstores, and educational institutions in their efforts to more completely establish the system and make full use of it.

The contractor will assist the distribution centers and the Missions in all six countries to:

- (7) Assist all of the distribution centers to arrive at systems and procedures that will assure each can operate on a self sustaining basis.
- (8) Train and provide technical assistance to book stores that still require help to ensure proper orders, storage, display, sales, and accounting for the project textbooks.
- (9) Design an implementation plan in year 1 of the contract for the establishment of a council or similar organization that will take over the acquisition, transportation, and distribution of the textbooks at the conclusion of the contract.

Considerably more time and effort will be required on these tasks in Panama and Nicaragua as they have not yet developed to the same stage as the other four countries.

Of major concern for the future is the development of solid accounting systems and skills for the distribution centers and the institutionalization of the RTAC Council or other mechanism. Both will require intensive technical assistance if they are to be in place by mid 1995.

2. Expansion Component

The expansion component will primarily make use of the effective procedural systems set up in RTAC II as the Amendment incorporates the new countries: Colombia, Ecuador, and Bolivia. (It is planned that the Dominican Republic and Peru, as well as some ADCs, will join the project at a later date.) The principal design features for implementation in these countries will follow the general procedures for the previous project with modifications as appropriate to the differing conditions in the new nations. An important addition is permission for Advanced Developing Countries to participate; for example, Colombia has already made a commitment to enter and Uruguay is exploring that possibility. The contractor shall, under the expansion component:

- (1) Conduct surveys of publishers, university professors, students, bookstores, and others as deemed appropriate, to develop and refine the textbook program and make title selection recommendations in the three countries, and use the information obtained to establish an operational system for RTAC II textbooks.
- (2) Assist the USAID Missions in their arrangements to obtain coordinators, contacts with the educational institutions, and decisions about designation of distribution centers and book stores.
- (3) If determined necessary, set up a regional office for South America, staff it, and provide the equipment and supplies needed.
- (4) Procure and install the equipment authorized for the distribution centers.
- (5) Train and provide technical assistance to Mission personnel, distribution centers, and book stores on the procedures and the operation of the management information system.
- (6) Contact eligible publishers about the project, furnish them the information on their potential offerings and procedures; subsequently receive the offerings, prepare the catalogs, and send them to the Missions and distribution centers for dissemination to the educational institutions

- (7) Assist the Missions and distribution centers with their book store contacts, arrangements, and procedures to have that important element in place.
- (8) Furnish information to the Missions on potential buy-ins and the procedures for utilizing this service.
- (9) Set up a textbook selection committee for the expansion countries in conjunction with USIA in the new countries if it is determined that the present committee in Mexico cannot function adequately for both areas.
- (10) Solicit bids and then select subcontractors, following A.I.D. procurement regulations, that will provide the insurance and transportation for the textbooks to be distributed to the new nations.
- (11) Receive the aggregated book orders that have been obtained by the distribution centers from the adoptions by professors; aggregate the orders across countries; place the purchase orders for the books with the publishers.
- (12) Receive the ordered books, store, insure, and transport as required to the distribution centers; send the invoices, make adjustments for missing, defective, and damaged books; adjust the final accounting for the orders; pay the publishers.

As implementation proceeds, a determination will be made with the participation of the distribution centers, the Missions, and AID/W LAC/DR/EHR on the feasibility of utilizing the Council or other yet to be defined mechanism set up for Central America and Panama as the probable successor to the contractor at the conclusion of the Amendment or whether a separate organization is required for South America.

3. Extension and Expansion

The contractor shall for both the extension and the expansion components of the project:

- (1) Organize and operate the field office or offices so that the services provided are effective and efficient.

(2) Maintain an efficient management information system that will accurately furnish the needed information, data, and accounting on:

Textbooks and other educational materials offered by the publishers.

Accurate and timely accounting of all funds provided under the contract including the reflow funds co-managed with the distribution centers (see Annex A, Attachment 3 for detail on the reflow funds and their management).

Data and narrative explanations of the operations of the project and its progress toward the goals and objectives.

(3) Manage the components of RTAC II so as to provide the textbooks and other educational materials at the lowest possible cost within the quality guidelines.

(4) Provide the training and technical assistance necessary to assure self-sustaining operations of the distribution centers, and to some degree the bookstores.

(5) Assist the distribution centers and Missions in the development of a council or councils to take over the textbook acquisition, storage, transportation, and accounting at the end of the project.

(6) Cooperate with the Missions, USIA, PAHO, and other organizations to help fulfill the needs for pamphlets and other special-order educational materials through buy-ins.

These general function operations are composed of many subtasks important to the proper accomplishment of the RTAC II activities. It shall be the responsibility of the contractor to implement these within the guidelines of the project, the contract for these services, and decisions made by the AID/W, LAC/DR/EHR Project Officer.

4. Contractor Relationships

In addition to the contractor, there are three other management entities which will be involved in the overall implementation of RTAC II: AID/Washington, the USAID field missions, and the distribution centers. Their responsibilities are broken down as follows:

(1) AID/Washington - The A.I.D. Project Officer. The A.I.D. Project Officer will have primary responsibility for providing A.I.D. policy and implementation guidance for the project. He or she will exercise A.I.D. project monitoring responsibilities, including: monitoring the performance of the contractor; preparing or clearing all communications related to the project with USAID Missions; serving as a liaison with the U.S. Embassy in Mexico City; preparing all A.I.D. project documentation and correspondence needed either internally within A.I.D. or externally, e.g., with the Congress, acting as the liaison with USAID Missions on project-related matters and collecting, analyzing and disseminating information on project activities. He or she will be responsible for leading internal A.I.D. evaluations of the Project and for arranging external evaluations. The contractor will receive its primary guidance from the AID/W, LAC/DR/EHR RTAC II Project Officer.

(2) USAID Field Missions. USAID Field Missions in each of the participating countries will play a major role in the project. Missions will contribute to the core funding of the contract and may augment textbook funds as deemed appropriate. The missions in each participating country must: (a) provide office space from which to run the project; (b) provide for management of the in-country distribution of the project materials, including the compilation of distribution lists for the pamphlets and booklets by funding a responsible host country national RTAC II Coordinator in each country either direct-hire (FNDH) or under a personal service contract (PSC); and (c) provide funds for in-country and international travel for periodical follow-up with recipient organizations. In order that the project not be delayed, it is important that each mission designate or hire a qualified coordinator and provide a site for the project in a timely manner (by the end of the sixth month of the project for the expansion countries).

USAID mission funding of a coordinator is considered by all missions to be an appropriate and feasible way to handle in-country distribution and all missions have agreed to provide office space for the project. In addition, missions may wish to use purchase orders, local contracts or buy-ins to further increase their share of regional benefits, however, the precise level or nature of these will be determined as project implementation proceeds.

The contractor shall serve LAC/DR/EHR, participating USAID missions and their distribution centers and bookstores and the evolution of those distribution centers into an RTAC Council in Central America. A detailed description of the project including its program components, staffing requirements, monitoring and evaluation requirements, and potential relationship with other donor book programs in the area is included as Annex A to this Statement of Work.

(3) Distribution Centers. The contractor will work closely with the RTAC II distribution centers who play a key role in the implementation of the project. Distribution centers will coordinate the promotion of the university textbooks with the promoters of the publishing houses participating in the RTAC II program and will work closely with the Coordinator in advertising the availability of the textbook program.

It is the responsibility of the distribution center to distribute textbook adoption forms to the professors and to collect them once they have been fully completed, prepare the book request and forward it to the RTAC II Coordinator. Textbooks will be delivered by the RTAC II Coordinator to the distribution center for sale of the books and managing the process of conversion of sale proceeds into dollars for the purchase of additional books through the contractor.

4. PERFORMANCE SCHEDULE/IMPLEMENTATION PLAN

Following is the required performance schedule for necessary project activities for the first year of the contract:

Activity	Quarter			
	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>
<u>Extension Countries</u>				
Modify MOUs	X			
Advanced training for coordinators and distributors: MIS	X	X	X	
Train book store personnel	X	X	X	X
Conduct annual seminar/assist distributors with Council				X
Amend MIS, catalog, distribute		X		
Process orders across countries, obtain price quotes, confirm w/distributors, order books	X		X	
Receive books, verify, organize by country, contract trucks	X		X	
Ship books to distributors	X		X	
Verify shipments, invoices	X		X	
Collect data for impact eval.		X	X	X
Report process data to AID/W, Missions, distributors		X	X	
Design Council Plan			X	X

Activity	Contract Quarter			
	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>
<u>Expansion Countries</u>				
Contract startup (staff recruitment, hiring and orientation)	X			
Assist Missions in Colombia, Ecuador, Bolivia hire/ identify coordinators	X	X		
Train coordinators	X	X	X	X
Contact possible publishers	X	X	X	X
Assist Missions select the distribution centers and write MOUs	X	X		
Train distributor personnel	X	X	X	X
Issue requests for book offers		X	X	
Obtain insurance for books		X	X	
Subcontract storage and shipment/ transportation		X	X	X
Establish South American field office if/when approved	X	X		
Staff field office	X	X		
Select texts from offers			X	X
Notify publishers/selections			X	
Negotiate book prices			X	X
Procure computers for Distribution center	X	X		
Install MIS/train operators		X	X	X
Distribute catalog, contact professors/ administrators		X	X	X
Contractor aggregates book orders across countries				X
Contractor issues book purchase orders to publishers				X
Complete market assessments	X	X	X	X
Report process data to AID/W, Missions, distributors		X		X

Provided for the offerors information are illustrative schedules for years 2 - 5. They may be revised by the project officer in consultation with the contractor subject to implementation progress. All activities listed are the responsibility of the contractor unless otherwise stated. It is anticipated that most activities, once initiated, will be of an on-going rather than periodic nature.

Contract Year: 2

Activity	Contract Quarter			
	1	2	3	4
<u>Extension and Expansion</u>				
Advanced training for coordinators and distributors: MIS	X	X	X	X
Train bookstore personnel		X		
Conduct annual seminar/assist distributors with Council	X		X	
Amend MIS, catalog, distribute		X		X
Process orders across countries, obtain price quotes, confirm/w distributors, order books	X		X	
Receive books, verify, organize by country, contract air/sea/land transport	X		X	
Ship books to distributors		X		X
Verify shipments, invoices		X		X
Distribute to book stores		X		X
Add RTAC reflow		X		X
Collect base for impact eval.		X		X
Report process data to AID/W, Missions, distributors		X		X
Assist the Missions in Peru, DR or any other new countries hire coordinators and train them; draft MOUs	X	X		
Help Missions select distributors and train personnel		X		
RTAC Council Plan		X		
Submit Yr 1 internal audit	X	X	X	X
Reflow account status reports	X	X	X	X
Refine Council Plan	X	X	X	X

Contract Year: 3

Activity	Contract Quarter			
	1	2	3	4
<u>Extension and Expansion</u>				
Advanced training for coordinators and distributors: MIS	X	X	X	X
Train bookstore personnel		X		
Conduct annual seminar/assist distributors with Council	X		X	
Amend MIS, catalog, distribute		X		X
Process orders across countries, obtain price quotes, confirm w/distributors, order books	X		X	
Receive books, verify, organize by country, contract air/sea/land transport	X		X	
Ship books to distributor		X		X
Collect base for impact eval.		X		X
Report process data to AID/W, Missions, distributors				X
Submit Yr 2 audit	X			
Establish RTAC II Council/Mechanism		X	X	X
Reflow account status reports	X	X	X	X
Finalize Council plan for CA countries	X	X	X	

Contract Year: 4

Activity	Contract			
	1	2	3	4
Advanced training for coordinators and distributors: MIS	X	X	X	X
Train bookstore personnel		X		
Conduct annual seminar/assist distributors with Council	X		X	
Amend MIS, catalog, distribute		X		X
Process orders across countries, obtain price quotes, confirm w/distributors, order books	X		X	
Receive books, verify, organize by country, contract air/sea/land transport	X		X	
Ship books to distributors		X		X
Distribute to bookstores		X		X
Collect base for impact eval.		X		X
Report process data to AID/W, Missions, distributors				X
Submit Yr 3 audit	X			
Collaborate in mid-term evaluation			X	
Provide TA/Training to Council		X	X	X
Reflow account status reports	X	X	X	X
Implement Council start-up	X	X		

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Contract Year: 5

Activity	Contract Quarter			
	1	2	3	4
Extension and Expansion				
Advanced training for coordinators and distributors: MIS	X	X	X	X
Train bookstore personnel		X		
Conduct annual seminar/assist distributors with Council	X		X	
Amend MIS, catalog, distribute		X		X
Process orders across countries, obtain price quotes, confirm w/distributors, order books	X		X	
Receive books, verify, organize by country, contract air/sea/land transport	X		X	
Ship books to distributors		X		X
Collect base for impact eval.		X		X
Report process data to AID/W, Missions, distributors		X		X
Arrange final evaluation			X	
Collaborate in final evaluation				X
Submit Yr 4 audit	X			
Collaborate on external audit				X
Modify MOUs for end of project				X
Reflow account status reports	X	X	X	X
Implement Council start-up in Expansion countries		X		

SECTION C - STATEMENT OF WORK

ANNEX A

ATTACHMENTS

1. PROJECT DESCRIPTION
2. POTENTIAL CONTRACT PERSONNEL
AND QUALIFICATIONS
3. REFLOW ARRANGEMENTS
4. MEMORANDUM OF UNDERSTANDING

ANNEX A, ATTACHMENT 1

PROJECT DESCRIPTION

Annex A : ATTACHMENT 1Project Description1. Summary Project Description

The Regional Technical Aid Center I project terminated in 1979 after 20 years of assistance to the Latin American publishing industry and to many institutional book stores to develop their capacity to publish technical and scientific books in Spanish and sell them to students. Great progress was achieved with many publishers acquiring the rights to US books, their translation, and publishing. It was estimated that more than a million books were distributed.

RTAC II, 1986-1991, worked with publishers to obtain the textbooks in Spanish but provided no subsidies to them. The project book supplies were demand driven; purchases were made only for books adopted by the professors in the participating institutions. The ordered books were shipped to distributors in Central America and Panama; these, in turn, sold the texts to bookstores. Nearly one million textbooks will have been sold to students, professionals, and libraries by the end of the project. Early offerings were in the technical and scientific fields but those have since been supplemented by books from the economic, social, and political sciences. Distributors sold the books bought from donation funds, collected for the sales, and deposited the receipts with their Missions with conversions of local currencies to dollars. These funds were deposited with the regional controller. Commercial accounts are now under consideration for the future.

The purpose of this Regional Technical Aid Center II (RTAC-II) Amendment is to consolidate the gains made during the RTAC II project for extension and begin it in those for expansion. These tasks include improving the structure set up so that the important services can be provided as recommended by the evaluators. The Amendment contains two components: (1) the extension of the project for five years in Central America and Panama and (2) the expansion of its activities to Colombia, Ecuador, Bolivia, Peru, and the Dominican Republic, and possibly some other Advanced Developing Countries (ADCs) such as Uruguay and Mexico, for that same period.

The mid-term evaluation in 1989 found that the number of books sold by the end of the project would be double that of the original goal. The interviewed students, professors, and university officials lauded the program, noting that it had made it possible for both professors and students to be better prepared in their fields. Distributors had been set up in the participating countries and their operations were found to be fiscally sound. The high volume book sales through public and private book stores had multiplied their businesses. The interviewed publishers reported substantial gains in their sales of books to Central America, the acquisition of new titles and revisions, their translation and their acceptance in the market. Most of the publishers had been able to locate representatives in the countries or had recently sent them there to encourage sales.

The evaluators also urged the expansion of the project to the Caribbean and South America because the economic need there is great and the successes obtained in reducing piracy and photocopying of US books had nearly been eliminated in Central America but is still rampant elsewhere in the Spanish speaking world. The team also chronicled the reduction of the use of communist bloc technical books as texts for many university courses.

The RTAC II Amendment project extension component has been designed to continue the increased availability of high quality, US published texts in Spanish at affordable prices to university and technical school students, libraries, and professionals in Central America and Panama. The expansion component will make the technical and scientific textbooks available at reasonable prices to those same groups in the five or more countries to be brought into the system.

In addition, both components will make buy-ins of pamphlets and other special order materials available to USAID Missions and other cooperating organizations upon request. On line access to US information sources and the production/reproduction of audio visual materials will remain available as elements within the RTAC II Amendment project activities as deemed advisable for implementation.

2. Elements of the Project

The textbooks to be included in the Amendment include the major technical and scientific fields such as mathematics, basic sciences, education, economics, engineering, agriculture, home economics and nutrition, medicine, nursing, general health sciences, business and public administration, computerization, some arts and literature areas, forestry, and the social and political sciences. The textbooks will be Spanish language translations of up to date titles and revisions of materials published in the United States. They will be for undergraduate and graduate university levels for use by students and professionals, and in libraries. Pre-university secondary and technical school students may purchase the the books that are included, but textbook titles will not be identified solely for their use. Textbooks ordered must be selected by university professors primarily for use by university students.

No duplication of textbooks provided through the United states Information Agency (USIA) or the Pan American Health Organization (PAHO) will occur in the project except as specifically agreed upon between project management and these agencies. The project will also assure that any Mission or other agency initiatives to furnish texts or other educational materials are not duplicated within the project.

The Spanish language versions must have been published in Latin America and the Caribbean; publishers from the countries that participate in the project activities may provide textbooks. Publishers must agree to the terms of the project procedures. No subsidization of publisher costs is allowable under the project.

Pamphlets, special order books, and other educational materials may be financed (buy-ins) and made available in collaboration among the project, USIA, PAHO, the USAID Missions, and other cooperating institutions and agencies. The materials and the buy-in arrangements will be approved in advance by AID/W, LAC/DR/EHR.

As yet, no requests have been received to broker access to on line information or audio visual materials (other than posters and brochures) during RTAC II. These will remain in the RTAC II Amendment project, however, subject to approval for their implementation by AID/W, LAC/DR/EHR.

3. The Extension Component

The RTAC II Amendment will, after selection of the contractor, continue to serve Costa Rica, El Salvador, Honduras, and Guatemala in the:

- (1) Procurement of textbooks through any remaining donation funds and from the reflow accounts (co-signing with distribution centers for check issue), following the approved procedures of selection, offers from and price negotiation with publishers, cataloging, placement of book orders received from the distribution centers and coordinators.
- (2) Arrange for the insurance, storage, and transportation of the texts to these countries and submit the invoices for the shipments (including these costs).
- (3) Issue credits when applicable for missing, damaged, and defective books to the distribution center accounts.
- (4) Provide advanced training and technical assistance to the distribution centers and bookstores in these countries.

The project will perform these same services for Panama and Nicaragua, and in addition, will:

- (5) Continue the training and technical assistance to the coordinators, distribution centers, and book stores until they have reached functional capability.
- (6) Assist the Missions, distribution centers, bookstores, and educational institutions in their efforts to more completely establish the system and make full use of it.

The project will assist the distribution centers and the Missions in all six countries to:

- (7) Assist all of the distribution centers to arrive at systems and procedures that will assure each can operate on a self sustaining basis.
- (8) Train and provide technical assistance to book stores that still require help to ensure proper orders, storage, display, sales, and accounting for the project textbooks.
- (9) Design and establish a council or similar organization that will take over the acquisition, transportation, and distribution of the textbooks at the conclusion of the RTAC II.

Considerably more time and effort will be required on these tasks in Panama and Nicaragua as they have not yet developed to the same stage as the other four countries.

Of major concern for the future is the development of solid accounting systems and skills for the distribution centers and the institutionalization of the RTAC Council or other mechanism. Both will require intensive technical assistance if they are to be in place by 1995.

4. The Expansion Component

The expansion component will primarily make use of the effective procedural systems set up in RTAC II as the Amendment incorporates the new countries: Colombia, Ecuador, and Bolivia. (It is hoped that the Dominican Republic and Peru will join the project at a later date.) The principal design features for implementation there will follow the general procedures for the previous project with modifications as appropriate to the differing conditions in the new nations. An important addition is permission for Advanced Developing Countries to participate; for example, Colombia has already made a commitment to enter and Uruguay is exploring that possibility.

- (1) Conduct needs assessments in the three countries and use the information obtained to set up the systems.
- (2) Assist the USAID Missions in their arrangements to obtain coordinators, contacts with the educational institutions, and decisions about distribution centers and book stores.
- (3) If determined necessary, set up a regional office for South America, staff it, and provide the equipment and supplies needed.
- (4) Procure and install the equipment authorized for the distribution centers.
- (5) Train and provide technical assistance to Mission personnel, distribution centers, and book stores on the procedures and the operation of the management information system.
- (6) Contact eligible publishers about the project, furnish them the information on their potential offerings and procedures; subsequently receive the offerings, prepare the catalogs, and send them to the Missions and distribution centers for dissemination to the educational institutions.
- (7) Assist the Missions and distribution centers with their book store contacts, arrangements, and procedures to have that important element in place.
- (8) Furnish information to the Missions on potential buy-ins and the procedures for utilizing this service.
- (9) Set up a textbook selection committee for the expansion countries in conjunction with USIA in the new countries if it is determined that the present committee in Mexico cannot function adequately for both areas.

- (10) Study and then select subcontractors that will provide the insurance and transportation for the textbooks to be distributed to the new nations.
- (11) Receive the aggregated book orders that have been obtained by the distribution centers from the adoptions by professors; aggregate the orders across countries; place the purchase orders for the books with the publishers.
- (12) Receive the ordered books, store, insure, and transport as required to the distributors; send the invoices, make adjustments for missing, defective, and damaged books; adjust the final accounting for the orders; pay the publishers.

As implementation proceeds, a determination will be made with the participation of the distribution centers the Missions, and AID/W LAC/DR/EHR on the feasibility of utilizing the Council or other yet to be defined mechanism set up for Central America and Panama as the probable successor to the contractor at the conclusion of the Amendment or whether a separate organization is required for South America.

5. Program Components

a. Textbooks

Textbooks will be the primary output of RTAC II and will be made available to university students and others at affordable prices through the traditional market vehicle, bookstores. Title selection will be demand-driven, reflecting the needs of the market, the professors, rather than supply-driven.

Title selection shall be accomplished through initial and periodic market studies which will be conducted by the contractor. Interviews will be conducted with professors to determine what books they currently assign or would assign and, if applicable, what additional titles not currently available they feel need to be translated into Spanish. To supplement this information, American and U.S. publishers will be interviewed for their recommendations. This information will then be taken back to the professors in an effort to increase their awareness of what is already available in their subject area.

Title selection determinations will then be made by the project staff based upon criteria that each title must meet, including:

- o number of professors that will promise to assign the text (textbook must be required);
- o class size;
- o year in school of students expected to purchase textbook (giving books for students in years one through three priority); and
- o percentage of students that typically purchase assigned texts.

All selections must be of books originally published in the U.S. and in no way detrimental to the cause of promoting U.S. and democratic values. Basic textbooks in the subject areas of engineering, basic sciences, computer science, business and public administration, agriculture, appropriate technology, etc. will be given priority. Books in the health sciences and medicine will be included on a highly selective basis in cooperation with PAHO. Books in the areas of political science, sociology, and economics will be included, but considered on a case-by-case basis. In general, books that promote U.S. interests in the areas of art, literature, religion, anthropology and similar disciplines will not fall under the purview of RTAC II and will be left to other donors such as USIA. The final title selection process will be subject to AID/W, LAC/DR/EHR project officer approval.

RTAC II will select its textbooks from already existing and published works.

The original publisher of a book will be contracted to provide the textbooks with Major publishing houses in Latin America, primarily Mexico and the Latin American countries, have the established capability to do this.

The textbooks will be distributed at affordable prices through distribution centers and bookstores, to students and others interested in purchasing them. Priority will be given to using existing university bookstores when possible. Where university bookstores do not exist, an assessment will be made as to whether a new bookstore should be created (such as in an area where several universities could be served economically) or whether an existing commercial bookstore can meet the project criteria for distribution.

Reducing the price of textbooks to university students ultimately depends upon some form of subsidy being given to either individuals (the students) or institutions (bookstores) or publishers). Since the university bookstore has been selected as the preferred mechanism for distribution to end users, the subsidy for the proposed RTAC II project would be the provision of working capital (in the form of textbooks for resale) to bookstores selected to participate in the project. The flow of resources

would be to the distribution centers/bookstores but the benefits would flow to the student buyers in the form of reduced book prices. According to stringent rules and conditions agreed upon at the outset, and included in a cooperating agreement between the USAID Mission and each participating distribution center or proceeds from the sale of books would be plowed back into the working capital of the distribution center bookstore for another round of procurement.

Careful attention would have to be given by the Contractor to terms and conditions written into Memorandum of Understanding with distribution centers/bookstores and parent institutions, if applicable, so that responsible stewardship over resources invested can be exercised. Willingness to accept these provisions is a requirement for initial and continuing project participation. Necessary provisions include but are not limited to:

- (1) Assurances that the price of the books would be set low enough that the students would be able to purchase them.
- (2) Assurances against the diversion of RTAC II - generated funds for other purposes.
- (3) Establishment of proper accounting procedures and management controls (for instance, when university bookstores are utilized, they should operate under an account completely separate from all other university funds).
- (4) Frequent monitoring visits made by the mission coordinator and RTAC II staff.
- (5) Periodic reporting requirements.

In addition, training of distribution center/bookstore managers and staff in project reporting and accounting procedures and the consequent upgrading of the skills of managers of participating distribution center/bookstores will be part of each support effort. Provision is made for such training in both a workshop setting and on an individual basis in the RTAC II project.

b. Pamphlets and Booklets

This component of RTAC II will consist of the production and distribution of pamphlets and booklets to host government technicians and USAIDs who will use them in their outreach or extension work or for AID-sponsored or other community development projects. It is anticipated that this may involve the translation of existing USG materials in the public domain as well as other sources. Under the first phase of RTAC II several pamphlets

produced by Amigos del Pais (Guatemala) were adopted by RTAC II. The subject areas to be emphasized include small- and micro-enterprise development, management and productivity improvement, agribusiness, and appropriate technology, with expansion into other subject areas as time, resources and demand dictate.

During the era of RTAC I, these materials were printed by the USIA Regional Service Center (RSC) in Mexico City under an inter-agency agreement. This is the approach RTAC II plans to continue using, as it vastly simplifies the printing procurement process and ensures quality printing at a cost below the competitive open market level. Talks with senior staff of the USIA Printing

Division confirmed their interest and ability to work with RTAC-II. An inter-agency agreement has been negotiated between AID/Washington and the RSC for the provision of printing of the pamphlets/booklets. The contractor would make contractual arrangements for the selection, translation, editorial review and preparation of camera-ready copy of the pamphlets/booklets.

RSC would be the primary printer of the pamphlets and booklets, however, RTAC II may experiment on a small-scale basis with approaches that could lead to the commercialization of these inexpensive, simple, how-to pamphlets and booklets. Since they are in the public domain, there may be organizations interested in reprinting and selling them on either a non-profit or profit basis. In either case, expanded availability to the public would be all to the good.

c. Provision of Technical Assistance, Training and Other Related Services.

(1) Book Procurement Service--Purchase Orders

USAID missions and other approved organizations may use the services of the RTAC II project as a centralized buying mechanism for technical information through the use of Purchase Orders. This service will be the responsibility of the Deputy Project Director out of the contractors office.

(2) Provision of Technical Assistance and Training

Person-month technical assistance and training will be provided under the Contract. This will include a minimum of four workshops each year, one for distribution center/bookstore managers, one for their accountants, and for the distribution center promoters and one for the coordinators. Marketing and promotional strategies, management and administration, and equipment training are among the topics to be covered during these group sessions. Additional training will be provided on a one-on-one basis to the coordinators, distribution center/bookstore staff and others as needed.

6. Project Staffing

RTAC II will be run out of offices located in Mexico City, run by a U.S. contractor utilizing a Mexico City-based full time field staff, with a sub office in Quito, Ecuador, if determined necessary, and U.S. project backstopping from the Contractor's home office, supplemented by consultants who will provide a variety of technical assistance. The four key staff field team will consist of a Project Director, Deputy Director, Field Operations Director, and Controller. Additional field staff will be required. The Project Director and the Deputy Project Director shall be U.S. citizens. An illustrative list with detailed qualifications and position descriptions are provided for each of these positions, as well as illustrative descriptions for other non-key positions, at Attachment A to this annex.

The U.S. office of the Contractor will coordinate with AID/Washington project monitoring staff, see that the administrative, financial and support needs of the field staff are met, and generally oversee the field staff.

Consultants will be hired to supplement the technical assistance to coordinators and distribution centers/bookstores, and others, as necessary, by the project staff. Consultants will also be used to assist with the data collections for the title selection process and annual evaluations.

It also must be perceived as an AID outreach program. This will be accomplished through the use of local representatives in each country, representatives who are host-country nationals, hired by the USAID missions, who will be responsible for the management of the in-country distribution of the materials. The coordinators will be paid by the USAIDs.

Although the coordinators will be hired by and report to the missions, they will receive substantial training and on-going assistance from the contractor.

The actual clerical task of receiving and distributing the materials will be carried out either by the distribution center/bookstore or the coordinator. The local distribution and shipping staff/contractor will be responsible for receiving the boxes of materials, getting them through customs, warehousing of materials, making local deliveries, addressing, mailing and shipping as necessary, etc. It may be possible to arrange for the publisher/printer of the books or pamphlets to ship them to each country pre-packaged and pre-addressed for in-country distribution.

The field staff, the Contractor, mission coordinators, and distribution center will interact where possible via an electronic mail network, using microcomputers. Thus, the contractor will be kept abreast of vital information such as order confirmations, shipping dates, invoices, etc. through their micro-computers.

7. Procurement

The contractor shall adhere to the procurement regulations stated in AID Handbook 14 except when approved in advance by the contracting officer and other AID officers concerned with compliance. Any necessary waivers must be negotiated and approved in time to ensure that the projects's activities will be accomplished in a timely manner.

The principal procurement by the contractor includes but is not necessarily limited to the following:

- (1) Office equipment and computers authorized for the contractor office and the distribution centers.
- (2) Vehicle to carry out the contract as authorized in the the contract and approved by the appropriate A.I.D. officers.
- (3) Office and other operations supplies required for the the contractor's office.
- (4) Textbooks adopted by the professors as ordered by the distribution centers and adjusted according to supplies, quality, price, and inventories on hand with the distribution centers and bookstores.
- (5) Subcontracted services for insurance, book storage, air/sea/land transportation, and technical services as approved in the contract and/or the AID/W, LAC/DR/EHR project officer.
- (6) A deposit system for the reflow funds of the distribution centers as approved by AID/W. The reflow funds will be manged by the contractor as "Agent" for the distribution centers. All reflow funds will be deposited in secure, interest bearing, U.S. dollar accounts in the U.S. and accounted for on a monthly basis in reports reflecting deposits, withdrawals for book purchases, interest earned and balances. Reports (statements) will be made available to the concerned distribution center, the USAID mission in which the distribution center operates and to the AID/W, LAC/DR/EHR project officer.

All procurement of office equipment, including computers, vehicles, and transportation shall be of U.S. manufacture unless specifically exempt through waivers by AID/W. The textbooks will be purchased through regular competitive offering and selection processes; all textbooks will have been published in the United States, translated into Spanish, and published in the 941 (Latin America) countries; publishers in the countries participating in the textbook program are eligible to offer textbooks.

It is anticipated that because of national regulations, the insurance for the storage and shipment of textbooks must be registered in the nation of origin. Air/land/sea transportation will use U.S. carriers when possible within the rigid schedules for the shipment of these materials in order to reach the distribution centers in time for the academic dates for the universities; therefore waivers of U.S. carriers will be required in some cases. Some of the technical services to be subcontracted will require that the provider be local in order to furnish the services rapidly and at low cost; some of these will be non-U.S.

Contractor staff, with the exception of the Project Director and the Deputy Project Director, may be non-U.S.

8. Project Evaluation and Monitoring

As a regional project, RTAC II requires a monitoring and evaluation component which can meet the needs of the regional bureau to monitor overall progress and make necessary design changes. It also, however, needs a system which can provide local missions, AID/Washington, and the contractor with country-specific information on activities and progress.

A comprehensive management information system (MIS) is called for which will allow the contractor to collect information for evaluation, monitoring and decision-making on a regular basis. The challenge of RTAC II's MIS is to monitor progress at several levels:

1. to monitor the materials distribution system on both a country-by-country and regional basis;
2. to monitor each sub-contractor providing specialized services in publishing, translation, distribution of materials, etc.;
3. to monitor the training and technical assistance component of the project;
4. to monitor the distribution centers/bookstores involved in the RTAC network;

5. to monitor textbook adoptions and professors in each cooperating distribution center/bookstore; and
6. to measure the flow of intended benefits to both the primary and secondary beneficiaries.

The monitoring/evaluation plan must be a comprehensive MIS that depends on existing data sources within the project to: maintain good oversight for title selections and day-to-day decisions; assist the project management staff in modifying approaches in the face of the changing project environment; and measure the flow of intended benefits to both primary and secondary beneficiary groups. The key to the utility of the system is that it is based upon information which will be routinely collected within the project on a regular basis. The on-line capability (microcomputers) in each country, in the field headquarters, and in selected sub-contractor offices for keeping track of materials procurement and distribution, will also serve as the primary data collection point for the MIS. Special studies and outside evaluations will be programmed as needed, but most information will be readily available for use in evaluation on an ongoing basis.

The MIS currently in use for the first phase of RTAC II will continue to be utilized in the extension and expansion components. Modifications, as appropriate, may be made. The basic purpose of the system is to serve as a management tool for RTAC Mexico and the distribution centers. This overall purpose is subdivided into specific tasks:

- provide the information and data for the book catalog and purchase orders that are generated;
- furnish information on the suppliers, distribution centers and book sellers;
- supply the data that will enable accurate and adequate reporting for the project and its components, including a graphics capability to enhance reporting; and
- include program components necessary to make accurate and complete financial management possible.

The MIS will be housed in the Mexico field office. All changes made to the system will originate there; when that office is satisfied with the operation, it will be installed in the participating countries.

The contractor will install the MIS in computers used by the coordinators and the distribution centers. They will utilize the MIS for its catalog inclusions, the consolidation of the adoption forms into country orders, and reporting on their sales and inventories. A program for accounting will also be part of the system.

ANNEX A: ATTACHMENT 2

LIST OF KEY PERSONNEL AND QUALIFICATIONS

and

(LIST OF POTENTIAL NON-KEY STAFF)

The MIS currently is comprised of 10 components and is capable of producing a variety of graphics for informational and reporting needs. The present system is operated on FoxPro. The 10 modules are titled in the RTAC II MIS as:

- (1) Textbooks (all publishers and by area)
- (2) Adoptions (authorized and rejected)
- (3) Distribution (reception, confirmation, differences, funds received, titles for reflow)
- (4) Distribution (tickets, packing lists, inventory)
- (5) Distribution (pre-assignment, control sheet)
- (6) Distribution (charges with commercial information, billing, client accounts)
- (7) Perpetual inventory (new summary, previous summary, details)
- (8) Historical Inventory (movement)
- (9) RTAC II Accounts (account statement, global estimates)
- (10) Defective Books

A. KEY STAFF

QUALIFICATIONS OF PERSONNEL

Qualifications of personnel and position descriptions are provided for each of the contractor key field staff positions (Project Director, Deputy Director, Controller, Field Operations Director). In addition, for illustrative and informational purposes the same are provided for the coordinators, although these persons will not be an employee of the contractor but rather will be employed by the USAID mission in each participating country.

The RTAC II Contract contemplates the following illustrative executive/professional positions:

Field: Project Director (US or TCN)
 Deputy Director (US or TCN)
 Field Operations Director (US or TCN)
 Controller (US or TCN)

Necessary support and lower level technical staff, as required.

U.S. Necessary contract support functions through contractor's in-house team.

1. Project Director:

The Project Director will provide overall guidance in all RTAC-II planning and implementation activities. This includes developing time lines for project activities in all RTAC-II countries. The major area of focus of the RTAC-II Project Director are as follows:

Providing guidance and overall direction in establishing or selecting national RTAC II Distribution Centers in each country. Providing technical assistance to USAID officers to adequately install and manage the RTAC-II program in their Missions.

Serving as the primary liaison between AID/Washington, Missions, publishers, and the Distribution Centers.

Developing memoranda of understanding between USAID and the Centers. Negotiating all fiscal issues, implementing policy on reflow account practices, and establishing interaction between the Centers and book stores and universities.

Establishing and maintaining excellent relations with A.I.D. and USAID senior staff and other high level executives, including high ranking diplomats, politicians, publishers, business leaders, chambers of commerce, university administrators and faculty, and journalists, to ensure that the objectives and operations of the project are understood and appreciated.

Assisting the Field Operations Manager and Controller to develop and monitor systems ensuring that local reflow currencies collected by bookstores in RTAC-II countries are to convert into dollars for purchase of additional books.

Assisting the Controller to develop a system to account for and monitor reflow funds which are the property of local Distribution Centers. Assisting with the development of status reports of these funds on a monthly basis.

Working with the Deputy Director to ensure the production and timely submission of all reports and documents required by the Project Officer in LAC/DR/EHR (AID/Washington).

Providing guidance in the planning, creation, and distribution of RTAC II pamphlets.

Working with Deputy Director to develop procedures for negotiating prices, ordering, purchase, payment, and shipment of university-level textbooks from Mexico and other countries to RTAC II countries.

Working with the LAC/DR/EHR, Project Officer to develop project budgets or revisions of budgets.

Working with Distribution Centers and USAIDs toward the eventual institutionalization of the project.

Monitoring project progress towards its specified goals and products.

Revising project inputs, as needed, to ensure that scheduled objectives are met.

Providing direction and guidelines for the MIS.

Maintaining a balanced budget. Operating within the budget.

Supervisory Responsibilities:

The Project Director will supervise the RTAC II field office staff indirectly through the Deputy Director. The Project Director will supervise directly the Deputy Project Director and the Field Operations Director.

Qualifications:

Education: Masters' or Ph.D. in education, international relations, area studies, public policy, or other relevant area in lieu of 12 years relevant experience.

Experience: 15 years experience in a job directly related to international education or book publication/distribution. Considerable experience in managing government (preferably A.I.D.) projects and activities. 3 to 5 years experience managing large, multifaceted projects.

Knowledge: Good working knowledge of textbook publication activities in the U.S. and Latin America. Excellent knowledge of Central and South America and the Caribbean. Understanding of cross-cultural issues, international education, and evaluation of education/public policy programs. Some knowledge of computers.

Skills: Ability to work with a broad range of persons from many cultures and countries. Management and administrative skills essential. Ability to negotiate with disparate groups to derive program consensus. Good planning and organization skills required.

Languages: English (FSI 4+) and superior knowledge of Spanish (FSI 3+).

Other: Ability to travel extensively (up to 60% of the time). Ability to work at an executive level with the highest ranking diplomatic government and private sector representatives. Ability to deal with university faculty, rectors, and administrators at the highest levels.

2. Deputy Project Director

The primary responsibility of the Deputy Project Director is to support the Project Director across the entire range of RTAC II activities by providing day-to-day administration over all project activities. The Deputy Project Director will work with other senior staff in all phases of project planning, implementation, management, evaluation, and reporting. Specific activities include:

Designing and implementing systems needed for the day-to-day operations of the Project Office. Ensuring that all project related operations move in a smooth and efficient manner.

Managing the main project office.

Providing overall supervision and guidance to professional and support staff.

Serving as human resources officer. Overseeing the hiring of personnel.

Serving as contract officer. Monitoring contracts to ensure compliance.

Supervising the production of all written reports.

Ensuring efficient and accurate textbook marketing, ordering, purchasing, payment, and shipment to RTAC II countries. Preparing and negotiating purchase orders.

Maintaining RTAC II management information system. Assisting in the design specification and modification of the RTAC II management information system to be used in the operations of RTAC II book ordering, purchasing, and accounting.

Participating in the design of plans and strategies of project activities. Directing the implementation of plans through the offices of the controller and project field services.

Developing and managing the liaison protocols between AID/Washington, the Missions, publishers, and the Distribution Centers.

Providing technical assistance to USAID officers to adequately install and manage the RTAC II program and their Missions.

Under the guidance of the Project Director, establishing and maintaining excellent relations with A.I.D. and USAID senior staff and other high level executives, including high ranking diplomats, politicians, publishers, business leaders, university administrators and faculty, and journalists.

Assisting staff to develop and monitor systems to ensure that local reflow currencies collected by bookstores in RTAC II countries are able to convert into dollars for purchase of additional books.

Supervisory Responsibilities:

Controller, Field Operations Specialist, MIS specialist, procurement assistant(s), shipment specialist(s), and office support staff.

Qualifications:

Education: Masters' or Ph.D. in education, international relations, area studies, public policy, or other relevant area in lieu of 12 years relevant experience.

Experience: 12 years experience in a job directly related to international education or book publication/distribution activities. Considerable experience in managing government (preferably A.I.D.) projects and activities.

Knowledge: Good working knowledge of textbook publication activities in the U.S. and Latin America

desirable. Excellent knowledge of countries and societies of Central and South America and the Caribbean. Understanding of cross-cultural issues, international education, and evaluation of education/public policy programs. Knowledge of A.I.D. contracting and personnel policies and procedures required.

Skills: Ability to work with a broad range of persons from many cultures and countries. Management and administrative skills essential. Ability to negotiate with disparate groups to derive program consensus. Good planning and organization skills required. Some knowledge of computers a plus.

Languages: English (FSI 4+) and superior knowledge of Spanish (FSI 3+).

Other: Ability to travel extensively (up to 30% of time). Ability to work at an executive level with the highest ranking diplomatic, government, and private sector representatives. Ability to deal with university faculty, rectors, and administrators, publishers, journalists, diplomats, and government officers at the highest levels.

3. Field Operations Director

The field Operations Specialist will be responsible for the planning, coordination and implementation of the field operations of the RTAC II follow-on in Central and South America. The principal focus will be on marketing activities and the gradual transfer of know-how and technology of the procedures and operations to participating institutions. Specific activities include:

Implementing the Management Information System (MIS) in each participating country and developing new modules and upgrades which will provide additional efficiencies to program administration and operations.

Planning, coordinating and directing field research aimed at improving the implementation of the program in new countries. Developing new services and procedures for existing and new countries.

Planning, coordinating and directing training activities to equip staff in countries to implement the program, to continue the professional development of RTAC II members, and to increase the effectiveness and productivity of distribution center and bookstore staff.

Planning and providing technical assistance to the distribution centers to support the development and evolution of procedures and systems for the administration and marketing of books.

Designing and implementing strategies and marketing plans to successfully meet the demand for university books in participating countries, with special emphasis on administration and rotation of inventories and the design and implementation of commercial policies between the publishers and distribution centers.

Planning, coordinating, and directing a system of clear and effective communication which will satisfy the need of all participants in the program.

Monitoring field operations by continuously providing support for the implementation and development of plans and strategies of program participants, verifying that field operations comply and respond to the established memoranda of understanding between the distribution centers and USAIDs.

Planning, coordinating, and directing specific activities leading to the promotion of institutionalization and institution building, including the gradual introduction of the distribution centers into decision-making and strategic planning.

Planning, coordinating, and implementing the design and distribution of pamphlets in Central and South America.

Developing reports, statistical tables, graphics, budgets for training and technical assistance, and scopes of work for purchase orders, when necessary.

Supervisory Responsibilities:

Assistant/secretary

Qualifications:

Education: B.A. or B.S. in Business Administration, marketing, or economics; preferably a Master's Degree in marketing.

Experience: 10 years demonstrable experience in the use of computers and design and implementation of management information. 5 years' experience in the book industry in Central or South America. 5 year's experience working with international donor agencies (experience directly with book programs preferable). Experience in the preparation and implementation of marketing plans, budgets and feasibility studies. Experience in the planning and implementation of training seminars, conventions and conferences.

Knowledge: Broad understanding of micro computer hardware and software. Knowledge of spreadsheet and data base software. Knowledge of university book procurement practices in Central and South America. Knowledge of A.I.D. practices, policies, and procedures is required, especially in terms of establishing and modifying memoranda of understanding (MOU's).

Skills: Excellent training and interpersonal skills required. Skills in computer software development, installation, and training. Marketing and commercial business administration skills required.

Languages: Bilingual English (FSI 3)/Spanish (FSI 4+).

Other: Must be willing to travel extensively (50% of the time).

4. Controller/Accountant

The RTAC II Controller reports to the Deputy Director and is responsible for all fiscal activities involved in project book purchasing, reflow account audits, funds transfers, and other fiscal procedures and responsibilities. Specific activities include:

Developing and maintaining an adequate system of fiscal and accounting procedures for all components of the project.

Developing and maintaining accounting procedures for the textbook program funds, from publishers to end-users in cooperating countries.

Verifying reconciliation of reflow funds.

Providing accurate and detailed financial information to Project Director, A.I.D. Project Officers, and Project Officers in cooperating countries in a timely fashion.

Providing financial and accounting technical assistance and training to distribution centers and bookstore staffs.

Recruiting, training and supervising project accounting staff of 2 persons.

Supervising and authorizing payment of all project expenses on a timely basis.

Providing AID/Washington with monthly fiscal reports.

Monitoring expenses in current budget. Assisting in the preparation of new and modified budgets.

Monitoring of reflow deposits in cooperating countries.

Monitoring and verifying obligation of contract funds.

Verifying reconciliation of reflow and program funds for textbooks.

Qualifications:

Education: Certified Public Accountant. Degree in accounting.

Experience: 10 years' experience as a CPA. Considerable experience with international organizations, U.S. Government, or other donor organization. Experience with A.I.D. accounting and fiscal procedures and regulations. Experience in designing and implementing training programs in accounting.

Knowledge: Extensive knowledge of generally accepted accounting practices used throughout Central and South America.

Skills: Good computer literacy, especially with accounting packages and data base programs. Ability to work with large groups.

Languages: Bilingual English (FSI 3/Spanish (FSI 4+).

Other: Must be willing to travel extensively (40% of the time).

B. POTENTIAL NON-KEY POSITIONS

**Field Operations Director (Quito;
optional if needed)**

The RTAC II Field Operations Director reports to the Project Director and will be responsible for the planning, coordination and implementation of various RTAC II administrative operations primarily in the cooperating South American countries. The major areas of focus for the RTAC II Field Operations Director will be:

Assisting the Project Director in providing guidance and direction in selecting national RTAC II distribution centers in South America.

Assisting the Field Operations in the planning, coordinating and directing field research aimed at improving the implementation of the program in new countries. Developing new services and procedures for existing and new countries.

Assisting the Project Director in establishing and maintaining excellent relations with A.I.D. and USAID

senior staff and other high level executives, including high ranking diplomats, politicians, publishers, business leaders, chambers of commerce, university administrators and faculty, and journalists to ensure that the objectives and operations of the project are understood and appreciated.

Assisting the Project Director in the development of memoranda of understanding between USAID and the Centers and the establishment of interaction between the Distribution Centers and bookstores and universities.

Providing technical assistance to USAID officers to adequately install and manage the RTAC II program in their Missions.

Assisting the Field Operations Specialist in the design and implementation of strategies and marketing plans to successfully meet the demand for university books in participating countries.

Working with distribution centers and USAID toward the eventual institutionalization of the project.

Monitoring project progress toward its specified goals and products.

Revising project inputs, as needed, to ensure that scheduled objectives are met.

Acting as liaison between Mexico City Project office and Quito Field Office.

Supervisory Responsibilities:

Procurement Assistant (Quito)

Qualifications:

Education: Masters Degree in education, international relations, area studies, public policy, or other relevant area in lieu of 10 years relevant experience.

Experience: 5 years experience in a job directly related to international education or book publication/distribution. Minimum of 5 years experience in administering government (preferably A.I.D.) project and activities.

Knowledge: Good working knowledge of textbook publication activities in the U.S. and Latin America. Excellent knowledge of South America. Understanding of cross-cultural issues, international education, and evaluation of education/public policy programs. Some knowledge of computers.

Skills: Ability to work with a broad range of persons from many cultures and countries. Management and administrative skills essential. Ability to negotiate with disparate groups to derive program consensus. Good planning and organization skills required; must be able to work independently.

Languages: English (FSI 4+)/Spanish (FSI 3+).

Other: Ability to travel extensively (up to 60% of the time). Ability to work at an executive level with the highest ranking diplomatic, government, and private sector representatives. Ability to deal with university faculty, rectors, and administrators at the highest levels.

MIS Specialist

Responsible for the operations of the RTAC II MIS in the main office; provide technical assistance in the operations of the RTAC II MIS to field offices in the RTAC II countries; install, revise, and maintain the various field RTAC II MIS installations; assist in the development of new or revised modules for the current RTAC II MIS.

Qualifications:

5 years experience with microcomputers, 3 years experience in programming for microcomputers; extensive knowledge of dBase IV, Foxpro, and related programs; superior understanding of modern communications; knowledge of microcomputer and local area network hardware installation and maintenance; superior ability to train data entry staff and to relate to all levels of project personnel.

Bilingual Accountant (optional)

Responsible for project financial report, general ledger, A.I.D. reports, verification of obligation of contract funds, oversees accountant assistant; assists in preparation of internal and distribution center audits, bank reconciliations and reconciliation of reflow and A.I.D. program funds.

Qualifications:

Degree in accounting; certification (CPA); bilingual English-Spanish; 3 years experience as a CPA, preferably in a field relevant to RTAC II requirements; 3 years relevant experience; broad knowledge of Latin America; 5 years experience as a position similar to project deputy director; 10 years experience in donor agency projects; extensive knowledge of A.I.D. procurement and contracting procedures and regulations; experience or knowledge of international shipping, preferably of books.

Knowledge of experience working with micro computers and standard software such as word processing, spreadsheet, etc.; knowledge and experience in bicultural and bilingual personnel supervision and general administration (5 years).

Very strong writing skills required; bilingual English-Spanish at the FSI 3+ minimum.

Bibliographer

Research and catalog information on titles, authors, content, ISBN numbers, etc. Maintain relationship with publishers. Ensure that titles comply with project and international copyright regulations. Provide technical assistance to RTAC II senior staff and others as situation warrants.

Qualifications:

Bachelors' degree in Library Science, plus 10 years experience as a bibliographer or librarian (20 years experience without degree); minimum 5 years experience working with Mexican publishers and Latin American booksellers, distributors, jobbers and other book industry representatives; bilingual (English 3+/Spanish 4+). Applicant must be currently working in the field.

Procurement Assistants

Coordinates ordering information; enters data in the RTAC II MIS; prepares and administers various price lists, purchase orders, packing lists, etc.; acts as liaison between RTAC-II and publishers; verifies and reports on the availability of titles; updates catalogues.

Qualifications:

5 years experience working with international operations, import/export, vendors, buyers, etc. Strong computer background (MIS experience preferred); bilingual English (FSI 3) Spanish (FSI 4+). High school degree plus some college preferred.

Shipping Specialist

Responsible for the coordination of shipments between publishers and distribution centers, and the project's compliance with customs regulations; acts as liaison between RTAC, shippers and distribution centers; assists Deputy Project Director with the research and procurement of shipping price quotations; supervises staff of shipping clerks; keeps records and statistics on titles received and shipped.

Qualifications:

High school diploma; 5 years experience in warehouse organization, shipping and receiving; strong knowledge of regional customs practices; computer skills (word processing and spreadsheet).

Secretary to the Project Director
(Bilingual)

Provides secretarial/administrative support and back-up to the Project Director and Deputy Project Director.

Qualifications:

Minimum 5 years experience as an Executive Secretary; strong computer skills (word processing a must); strong writing (both in English and Spanish) and organizational skills; must be bilingual in Spanish (FSI 4+) English (FSI 3+); high school diploma (some college preferred). 45-50 wpm typing; strong verbal/written communication skills (English and Spanish); secretarial diploma or certificate.

General office duties, including; answering phones, typing, filing, logging incoming and outgoing faxes, etc. Tracks employee attendance and punctuality, sick days, vacations days, etc.

Office Assistant

Acts as office messenger; makes bank deposits; assists Shipping Specialist with transporting books; supports Receptionist with general office duties.

Qualifications:

Minimum 2 years general office experience; valid driver's license; high school diploma.

ANNEX A, ATTACHMENT 3

REFLOW ARRANGEMENTS

In the first phase of RTAC II, the funds collected by the distribution centers from the sales of the textbooks were deposited with their Missions, which converted the local currencies to dollars. These were then transferred to RAMC/Mexico for deposit in a type of suspense fund for each distribution center. As the number of distribution centers and deposits have grown, the burden of accounting for purchase orders and related tasks has become difficult for the regional controller's office.

A modified system for the management of the reflow funds has been developed for the Amendment project. Every effort will be made to encourage movement toward self-sustainability. To that end, the accommodation exchange of reflow funds will be made outside of the Missions to the extent possible. In Panama, textbook sales transactions will be in dollars and no accommodation exchange will be necessary. The Panama distribution center(s) will maintain U.S. dollar accounts in Panama for their reflow funds. A dollar check for reflow funds to be used for additional book purchases will be issued by the distribution centers to the contractor as "Agent" and deposited in secure, interest bearing, U.S. dollar accounts or securities in the U.S.

The accommodation exchange of reflow funds in those countries having commercial access to U.S. dollars at a prevailing exchange rate basically equal to that available at the Mission, and that country's currency regulations allow the transfer of dollars out of the country, will be managed by the distribution centers through a commercial outlet. The distribution center will arrange for the transfer of the reflow refund dollars to its U.S. dollar account by wire or check for deposit by the contractor as "Agent" in secure, interest bearing, U.S. dollar account(s) in the U.S.

Accommodation exchange of local currency reflow funds to U.S. dollars in participating RTAC II Amendment project countries where no commercial exchange to U.S. dollars is possible will be realized using one of two methods. The distribution center, with the assistance of the Mission and the contractor, if required, will arrange for the exchange of local currency for U.S. dollars through the central bank in which the distribution center is located. Effort will be made to put into place an agreement with the central bank which would enable the distribution center to access U.S. dollars for transfer to the distribution center's U.S. dollar reflow fund account in the United States managed by the contractor as "Agent".

If such an agreement cannot be reached between the distribution center and the central bank for the country in which the distribution center is located, a reverse accommodation exchange by the Mission Controller/Embassy B&F Office will be transacted. The Mission Controller/Embassy B&F Office will arrange for the issuance of a U.S. dollar check through RAMC/Mexico in the name of the distribution center to the contractor as "Agent", for deposit in the distribution center's secure, interest bearing, U.S. dollar account.

Each distribution center is responsible for its funds. Co-signatures by an official of the distribution center and of the contractor, or other to be determined mechanism, will authorize withdrawals for additional book purchases. The mechanism to be utilized will be detailed in each Memorandum of Understanding between the distribution center and the Mission in the Additional Protocol section. The contractor will be required to sign the protocol.

The regulations during the life of the project are that if a distribution center decides to cease participation, the funds will be made available to a replacement distribution center named by A.I.D., or temporarily assigned to the RTAC Council, as custodian, if operational at that time, and for reassignment to a replacement distribution center. The purpose of the funds is to enable students to purchase books, not the creation of funds for the distribution centers. Consideration is being given to the transfer of the co-signature function of the contractor to the RTAC Council or other entity contracted by the RTAC Council, at the end of A.I.D.'s support to the project. An agreement will be included in any Council constitution and bylaws that will allow the Council to take temporary custody of the funds should a distribution center decide to cease participation. A.I.D. or the Council will subsequently assign them to a replacement distribution center.

- 1 -

An important part of the implementation process is the development of a Memorandum of Understanding (MOU) between the Mission in each country and the distribution centers. This document details the obligations of the distribution center in its work with the MIS, informing professors of book offerings, securing the adoptions of obtaining copies from the publisher representatives, and adjusting and placing the book orders with the contractor. It also formalizes the agreement on the process for the deposit of reflow funds and the distribution center's ownership of them.

The Missions and their distribution centers in extension countries are in the process of updating the memoranda. Primarily, the changes will involve the changes detailed in the directions for processing reflow funds. Changes in the percentage of margins allowed for distribution centers and bookstores are also under consideration pending the outcome of the studies authorized by LAC/DR/EHR. MOUs will also be drawn up based on the model MOU for the new countries participating in the expansion component of the RTAC II Amendment project.

MODEL MEMORANDUM OF UNDERSTANDING

This model MOU will be used for extension and expansion countries participating in RTAC II. The areas enclosed by parenthesis will be filled in with the information pertinent to each specific country. (DC) will be filled in with the name of the distribution center, (Country) by the name of the country in which is located the distribution center/USAID.

RTAC-II

MEMORANDUM OF UNDERSTANDING

MEMORANDUM DE ENTENDIMIENTO

Este Memorandum de Entendimiento ("MDE") establece los acuerdos entre la Agencia para el Desarrollo Internacional de los E.U.A. ("A.I.D."), con objeto de llevar a cabo el Programa del Centro Regional de Ayuda Tecnica II ("RTAC-II"), y (Nombre del Centro de Distribución (CD)). A.I.D. y (CD) por medio del presente instrumento convienen en lo siguiente:

CLAUSULA I.

DONACION DE LIBROS

El propósito de este acuerdo es el de poner a disposición de los estudiantes universitarios, a precios accesibles, libros de texto de buena calidad, actualizados, publicados en español en latinoamerica. Para cumplir con este propósito, A.I.D. adquirirá libros de texto para donarlos a (CD). Estos libros de texto se deberán vender por (CD) y los fondos que se generen se deberán depositar en un fondo de reflujo que debiera ser usado para adquirir libros adicionales y para compensar algunos costos administrativos de (CD), según se ha previsto en la Cláusula VI que aparece más adelante.

CLAUSULA II.

PRESTAMO DE EQUIPO

Como medio para ayudar a (CD) a llevar a cabo un programa para la orden, recepción, administración, comercialización, venta, registro y para reordenar libros de texto, A.I.D. deberá proporcionar, en calidad de préstamo, una computadora personal y programas a

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU"), sets forth understandings between the United States Agency for International Development ("A.I.D."), acting to implement the Regional Technical Aid Center II Program ("RTAC-II"), and (Name of Distribution Center (DC)). A.I.D. and (DC) do hereby agree as follows:

CLAUSE I.

DONATION OF TEXTBOOKS

The purpose of this agreement is to make available to university students at affordable prices good quality, up to date textbooks of U.S. origin published in Latin America in Spanish. To accomplish this purpose, A.I.D. will purchase textbooks and donate them to (DC). These textbooks will be sold by (DC) and the funds generated will be deposited in a reflow fund to be used for the purchase of additional books, and to offset some of the administrative costs of (DC), as provided in Clause VI below.

CLAUSE II.

LOAN OF EQUIPMENT

As a means of assisting (DC) in carrying out a program of ordering, receipt, management, marketing, sales, record keeping and reordering of textbooks, A.I.D. will provide on a loan basis a personal computer with printer and programs to (DC) for its use during the

(CD) para su uso durante el desarrollo del Programa RTAC-II. (CD) está de acuerdo en pagar todos los costos que se susciten por concepto de mantenimiento y materiales para la computadora y la impresora. Además, (CD) está de acuerdo en obtener un seguro, pagadero a favor de A.I.D., que cubra posible pérdida o daño al equipo mencionado, durante el tiempo en el que se encuentre prestado a (CD). A la terminación del apoyo de A.I.D. al Programa de RTAC-II, y la terminación de este acuerdo, el equipo que se ha descrito en el presente documento será propiedad de (CD).

CLAUSULA III.

ASISTENCIA TECNICA Y CAPACITACION DE PERSONAL

A.I.D. proporcionará asistencia técnica y capacitación al personal de (CD) a través del contratista de RTAC-II, con el objeto de ayudar al desarrollo profesional del personal de (CD) y para ayudarles a dar cumplimiento a los procedimientos contables y de información que se requieren conforme al presente acuerdo.

CLAUSULA IV.

COORDINADOR PARA (PAIS)

A.I.D. designará a un Coordinador de RTAC II para (País) que deberá ser empleado de A.I.D. y servir como el contacto principal entre A.I.D. y (CD). Todas las comunicaciones respecto del Programa de RTAC II entre A.I.D./ (País) y (CD) o (CD) y RTAC II/México, deberán canalizarse a través del Coordinador. El Coordinador deberá colaborar estrechamente con (CD) para recibir las órdenes de libros de texto de (CD) y transmitirlos al contratista de RTAC-II. El Coordinador estará encargado de trámites aduanales de los libros de RTAC-II por la aduana de (País), verificando el número y condición

RTAC-II program. (DC) agrees to pay all costs incurred for the maintenance and supplies for the computer and printer. In addition, (DC) agrees to obtain insurance, payable to A.I.D., to cover possible loss or damage to this equipment while on loan to (DC). Upon the termination of A.I.D.'s support to the RTAC-II program, and the termination of this agreement, the equipment provided hereunder will become the property of (DC).

CLAUSE III.

TECHNICAL ASSISTANCE AND PERSONNEL TRAINING

A.I.D. will provide technical assistance and training to (DC) personnel through the RTAC-II contractor, in order to assist in the professional development of (DC) personnel and to help them in complying with the reporting and accounting procedures called for in this agreement.

CLAUSE IV.

COORDINATOR FOR (COUNTRY)

A.I.D. will designate an RTAC-II Coordinator for (country) who will be an A.I.D. employee and will serve as the principal contact between A.I.D. and (DC). All communications regarding the RTAC-II Program between AID/ (Country) and (DC) or (DC) and RTAC-II/Mexico should be channeled through the Coordinator. The Coordinator will work closely with (DC) in receiving the textbook orders from (DC) and transmitting them to the RTAC-II contractor. The Coordinator will be in charge of clearing RTAC-II books through (country) customs, verifying the number and condition of the books, and delivering

de los libros, y entregándolos a (CD). Asimismo, el Coordinador deberá ayudar a determinar la asistencia técnica necesaria para (CD). El Coordinador deberá reportar a A.I.D. y deberá supervisar el desempeño de (CD) para asegurar que las condiciones del presente acuerdo sean cumplidas.

CLAUSULA V.

**APERTURA DE CUENTAS
SEPARADAS EN MONEDA LOCAL
Y EN DOLARES**

**A. Cuenta en (NOMBRE DE
MONEDA LOCAL)**

(CD) conviene abrir una cuenta bancaria por separado, que devengue intereses, de ser posible, a nombre de (CD) RTAC-II, a la que se hace referencia en el presente como la CUENTA RTAC II en (Nombre del País en el que está ubicado (CD)), dentro de los treinta días siguientes a la firma del presente acuerdo, y además conviene en que el producto de las ventas de todos los libros que sean donados por u obtenidos de conformidad con el presente acuerdo, incluyendo los productos que se deriven de la venta de libros comprados con los fondos de reflujo, sean depositados a esta cuenta. (CD) conviene que estos fondos deberán mantenerse en esta cuenta separada e identificable en (moneda del país) y no podrán ser mezclados con otros fondos de (CD). Los fondos de dicha cuenta no podrán ser desviados, ni usados para fines que no estén autorizados en el presente acuerdo o en cualquier acuerdo complementario.

them to (DC). In addition, the Coordinator will assist in determining the technical assistance needed for (DC). The Coordinator will report to A.I.D. and will monitor the performance of (DC) to insure that the conditions of this agreement are being met.

CLAUSE V.

**ESTABLISHMENT OF LOCAL
CURRENCY AND U.S. DOLLAR
SEPARATE ACCOUNTS**

**A. (NAME OF LOCAL CURRENCY)
ACCOUNT**

(DC) agrees to establish a separate bank account, interest bearing if possible, in the name of (DC/) RTAC-II, referred to as the RTAC-II ACCOUNT, in (Name of Country in which DC is located), within thirty days after the signing of this agreement, and further agrees that the proceeds from the sales of all books donated by or obtained under this agreement, including the proceeds derived from the sale of books procured with reflow funds will be deposited in this account. (DC) agrees that the funds derived from the sale of books donated by or obtained under this agreement will be maintained in this separate identifiable (currency of the country) account and will not be co-mingled with other (DC) funds. Funds from that account will not be diverted to or used for purposes not authorized in this agreement or other ancillary agreements.

B. Cuenta de Reflujo en Dólares de los E.U.A.

(CD) conviene en abrir, a través de su "Agente", según la Cláusula XXII, una cuenta en dólares de los E.U.A. para el depósito de fondos de reflujo generados por la venta de todos los libros donados por u obtenidos conforme al presente acuerdo que deberán ser usados para compras adicionales de libros de texto. La conversión de (MONEDA LOCAL) a dólares de los E.U.A. para su depósito en la cuenta en dólares de los E.U.A. se realizará conforme a la Cláusula XIV del presente acuerdo.

CLAUSULA VI.

PRECIO DE LOS LIBROS

El precio de venta de todos los libros donados por A.I.D. u obtenidos conforme al presente acuerdo se establecerán por A.I.D. con base en el costo de estos libros para A.I.D. (CD) debe vender estos libros a los precios de venta establecidos, a menos de que A.I.D. convenga por escrito lo contrario.

CLAUSULA VII.

PORCENTAJE PARA (CD) PARA GASTOS DE OPERACION

Un porcentaje de las ventas de libros RTAC II podrá ser retenido por (CD) para gastos de operación. (CD) podrá retener para gastos de operación en la venta de libros RTAC II a las librerías, el (___%), a determinar en cada país) sobre el costo de cada libro.

El porcentaje máximo que el (CD) podrá permitir retener a las librerías para sus costos de operación será el 15% (quince por ciento) del precio de venta. Por lo tanto, el precio de venta a los estudiantes de libros de RTAC II, vendidos ya sea a través de librerías o en venta directa a los

B. U.S. Dollar Reflow Funds Account

(DC) agrees to establish, through its "Agent," per Clause XXII, a U.S. dollar account in the U.S. for the deposit of reflow funds generated by the sale of all books donated by or obtained under this agreement which are to be used for additional textbook purchases. Conversion of (LOCAL CURRENCY) from the DC/RTAC-II account to U.S. dollars for deposit to the U.S. dollar account will be transacted per Clause XIV of this agreement.

CLAUSE VI.

PRICE OF BOOKS

The sales price of all books donated by A.I.D. or obtained under this agreement will be established by A.I.D. based upon the cost of these books to A.I.D. The (DC) must sell these books at the established sales prices, unless A.I.D. otherwise agrees in writing.

CLAUSE VII.

PERCENTAGE FOR (DC) ADMINISTRATIVE EXPENSES

A percentage from the sales of RTAC-II books may be retained by the (DC) for administrative costs. (DC) may retain for administrative costs from the sale of RTAC-II books sold to bookstores (___%, to be determined in each country) of the cost of each book.

The maximum percentage which (DC) may allow bookstores to add and retain for their administrative costs in handling the books will be 15% of the sales price. Thus, the sales price to students of RTAC-II books, whether by sale through bookstores or by direct sale to students by (DC), will be calculated as follows:

estudiantes por el (CD) se calculará como sigue:

Costo de los libros + (.....%, a determinar en cada país) = precio de venta a librerías.

Precio de venta a librerías + 15% = precio de venta a estudiantes.

Estos porcentajes para gastos de operación podrán ser revisados por A.I.D. a solicitud de (CD) o al final del primer año, anualmente en lo sucesivo, y ajustados en vista de gastos realmente incurridos.

CLAUSULA VIII.

USO DE LOS FONDOS

(CD) está de acuerdo en que todos los fondos de la CUENTA RTAC II en (País) se usarán por (CD) para la compra de libros adicionales conforme a este programa, excepto por lo que se refiere a la cantidad que está permitida para gastos de operación conforme a la Cláusula VI. Los fondos de reflujo depositados en la cuenta en moneda local que se utilice para la compra de libros adicionales, se convertirán a dólares de los E.U.A. y se transferirán a una cuenta en dólares de los E.U.A. según se estipula en la Cláusula XIV del presente acuerdo y en el "Acuerdo de la Agencia".

CLAUSULA IX.

PROCEDIMIENTOS CONTABLES

(CD) conviene en mantener procedimientos y controles aceptables para A.I.D., y en seguir los procedimientos de guía en el manual de contabilidad proveído por el contratista de AID, en la venta de libros de textos donados por u obtenidos a través de A.I.D., incluyendo los fondos obtenidos de la venta de libros comprados con fondos de reflujo. (CD)

Cost of books + (___%, to be determined for each country) = sales price to bookstores.

Sales price to bookstores + 15% = sales price to students.

These percentages for administrative costs may be reviewed by A.I.D. at the request of the (DC) or at the end of the first year and each year thereafter, and adjusted in the light of actual expenses.

CLAUSE VIII.

USE OF FUNDS

(DC) agrees that all funds from the local currency RTAC-II ACCOUNT located in (Country) will be used by (DC) for the purchase of additional books under this program, except for the amount which is allowed for administrative costs under Clause VI. Reflow funds deposited to the local currency account which will be utilized for the purchase of additional books will be converted to U.S. dollars and transferred to a U.S. dollar account as stipulated in Clause XIV of this agreement and in the Agency Agreement.

CLAUSE IX.

ACCOUNTING PROCEDURES

(DC) agrees to maintain accounting procedures and controls acceptable to A.I.D. and to follow the guidelines set forth by the AID contractor in the accounting manual for the sale of textbooks donated by or obtained through AID, including the funds obtained from the sale of books purchased with reflow funds. (DC) agrees to have an annual

está de acuerdo en que se realice una auditoría anual por una firma de auditores comerciales de prestigio de los registros de (CD), con el objeto de verificar el cumplimiento de los términos acordados en el presente documento. En caso de que se determinara en una auditoría que (CD) ha incumplido alguno de los términos del presente acuerdo, A.I.D. podrá solicitar que (CD) efectúe el reembolso, ya sea en la cuenta en moneda local o en el fondo de REFLUJO en dólares de los E.U.A., según sea apropiado, así como cualquier fondo que no hubiera sido utilizado conforme al presente acuerdo.

CLAUSULA X.

INFORMES MENSUALES

(CD) conviene en proporcionar a A.I.D. informes mensuales, los días 15 de cada mes, que muestren:

1. Las ventas de libros de RTAC II, por título;
2. Estado de los fondos en la cuenta RTAC II (CD) en moneda local y, a través de su agente, la cuenta de fondos de reflujo en dólares de los E.U.A. en los Estados Unidos;
3. Número de libros recibidos y número vendido;
4. Número de transacciones de las librerías.

CLAUSULA XI.

ACCESO A REGISTROS CONTABLES Y DE VENTAS

(CD) conviene en mantener registros sobre ventas y el uso de fondos que se deriven de este acuerdo y permitir al personal de A.I.D. y al Coordinador de A.I.D. RTAC II supervisar y tener acceso

audit by a recognized commercial audit firm of (DC)'s accounting records, in order to assure compliance with the terms of this agreement. If it is determined in the audit that (DC) has violated any of the terms of the agreement, A.I.D. may request that (DC) reimburse either the local currency or U.S. dollar REFLOW account, as appropriate, for any funds that were not used in accordance with this agreement.

CLAUSE X.

MONTHLY REPORTS

(DC) agrees to furnish A.I.D. with monthly reports, due on the 15th of every month, to show:

1. Sales of RTAC-II books, by titles;
2. Status of funds in (DC)'s RTAC-II local currency account and, through its agent, the U.S. dollar reflow funds account in the U.S.;
3. Number of books received and number sold;
4. Number of bookstore transactions.

CLAUSE XI.

ACCESS TO ACCOUNTING AND SALES RECORDS

(DC) agrees to maintain records on sales and the use of funds derived from the agreement and to permit AID personnel and the AID RTAC-II Coordinator monitoring and access. (DC) agrees that

a los mismos. Los auditores, incluyendo auditores del gobierno de los Estados Unidos, y su agentes deberán tener acceso total a los registros contables y de venta de aquellos libros que hubieran sido donados por u obtenidos a través de A.I.D., incluyendo los fondos en la cuenta de reflujo. Durante la vigencia del presente acuerdo y durante un período de tres años después de la terminación del presente acuerdo, este acceso estará disponible en todo tiempo razonable, e incluye el uso de la computadora, registros y programas proporcionados por A.I.D.

CLAUSULA XII.

SELECCION DE TEXTOS

La selección de los libros de texto que A.I.D. debe proporcionar conforme al presente acuerdo, se determinará por las necesidades del mercado local; es decir, los textos que son requeridos por los profesores para su uso en el salón de clases en las disciplinas académicas designadas y solicitadas por (CD).

Todas las selecciones deben ser textos publicados originalmente en los Estados Unidos y disponibles en la actualidad en su traducción al español por editores ubicados en México, o cualquier otro país latinoamericano.

(CD) coordinará la promoción de los libros de texto con los promotores de las casas editoriales que participen en el programa de RTAC II y colaborarán estrechamente con el Coordinador para hacer pública la disponibilidad del programa de libros de texto.

Es responsabilidad de (CD) de distribuir formas de adopción de libros de texto a los profesores y recabarlas una vez que hayan sido debidamente llenadas, preparar la orden de los libros y enviarla al

auditors, including U.S. Government auditors, and their agents will have complete access to accounting and sales records for those books donated by or obtained through AID, including reflow account funds, for the duration of the agreement, and for a period of three years following termination of this agreement. This access will be provided at all reasonable times, and will include use of AID supplied computer, records and programs.

CLAUSE XII.

SELECTION OF TEXTS

The selection of textbooks to be provided by A.I.D. under this agreement will be determined by the needs of the local market; that is, those texts required for classroom use by professors in the designated academic disciplines and requested by (DC).

All Selections must be of texts originally published in the United States and currently available in Spanish translation by publishers located in Mexico or other Latin American country.

(DC) will coordinate the promotion of the university textbooks with the promoters of the publishing houses participating in the RTAC-II Program and will work closely with the Coordinator in advertising the availability of the textbook program.

It is the responsibility of (DC) to distribute textbook adoption forms to the professors and to collect them once they have been fully completed, prepare the book request and forward it to the RTAC-II Coordinator for (Country Name).

Textbooks may be requested by (DC) in the following fields of study: Accounting,

Coordinador RTAC II para (nombre del País).

Los libros de texto pueden ser pedidos por (CD) en los siguientes campos de estudio: Contabilidad, Economía, Ingeniería, Agricultura, Administración de Empresas, Administración Pública, Arquitectura, Ciencias Biológicas, Física, Educación, Matemáticas, Psicología, Química y Farmacología. Libros de los campos de Ciencias Sociales, Ciencias Políticas, Medicina, Enfermería, Nutrición, Odontología y Ciencias Veterinarias se podrán incluir sobre una base limitada, por recomendación del Comité de Libros de Texto de RTAC II y únicamente con la autorización específica de A.I.D. En caso de que un libro de texto esté disponible a través de la Organización Panamericana de la Salud, no podrá ser obtenido por medio de A.I.D. Al momento de recibir la solicitud del (CD), A.I.D. revisará la misma para asegurarse de que se han seguido los criterios que se estipulan en el acuerdo. De conformidad con los fondos puestos a disposición por A.I.D., y asignados cada año a (País), A.I.D. deberá adquirir y suministrar los libros para su donación al (CD). El Coordinador de A.I.D. RTAC-II será responsable de la entrega final de los libros al (CD).

CLAUSULA XIII.

PROCEDIMIENTO PARA NUEVAS ORDENES DE LIBROS

Las órdenes nuevas de libros de texto se harán a través del contratista de A.I.D. RTAC-II usando los fondos de la cuenta de reflujo. En caso de que A.I.D. ponga a disposición de (CD) fondos adicionales para este programa, los pedidos iniciales que usen estos fondos y nuevos pedidos que resulten de los fondos que se hayan obtenido de la venta de los libros donados se llevarán a cabo conforme al presente acuerdo. (CD) podrá pedir los textos y las cantidades que considere que son

Economics, Engineering, Agriculture, Business and Public Administration, Architecture, Biological Science, Physics, Education, Mathematics, Psychology, Chemistry and Pharmacy. Books in the fields of Social Science, Political Science, Medicine, Nursing, Nutrition, Dentistry and Veterinary Science will be included on a limited basis upon the recommendation of the RTAC-II Textbook Committee, and only with the specific approval of AID. If a textbook is available through the Pan American Health Organization, it may not be obtained through the A.I.D. RTAC-II program. Upon receipt of (DC)'s request, A.I.D. will review the request to insure the criteria set forth in this agreement are met. In accordance with the funds made available by A.I.D., and assigned each year to (country), A.I.D. will purchase and supply the books for donation to (DC). The A.I.D. RTAC-II Coordinator will be responsible for ultimate delivery of books to (DC).

CLAUSE XIII.

PROCEDURE FOR REORDERING TEXTBOOKS

The reordering of textbooks will be carried out through the A.I.D. RTAC-II contractor using the funds in the reflow account. Should A.I.D. make additional funds available to (DC) for this program, initial orders using these funds and reorders resulting from funds derived from the sale of the donated books will be carried out under this agreement. (DC) may order those texts and in those quantities which it considers are required by the local market, subject to the

requeridas en el mercado local, sujeto a las normas de la Cláusula XII, Selección de Textos, y el monto de los fondos disponibles.

CLAUSULA XIV.

CAMBIO COMERCIAL DE DIVISAS

Los fondos que resulten de la venta de libros de texto donados y la venta de libros de texto obtenidos con fondos de reflujo se convertirán a dólares de los E.U.A. para compras adicionales de libros de texto.

(Escenario #1) (Aplicable a países con cambio comercial de divisas): (CD) convertirá dichos fondos, menos el porcentaje permisible de gastos de operación, en el Banco Central de (país) o en el banco comercial u otro servicio de cambio de moneda en (país) que esté legalmente autorizada para hacer la conversión de (moneda local) a dólares de los E.U.A., al tipo de cambio que prevalezca en esa fecha. Un cheque será expedido por el Banco Central o servicio de cambio de moneda por esa cantidad a favor del "Agente" del (CD) (contratista de RTAC II). El (CD) enviará el cheque al Agente para su depósito en la cuenta en dólares de los E.U.A. del (CD).

(Escenario #2) (Aplicable a países en los que no existe legalmente el cambio comercial de divisas y la transferencia de dólares de los E.U.A. no es legalmente posible):

(CD) entregará un cheque en (moneda local) que resulten de las ventas de libros de texto donados o libros de texto comprados con fondos de reflujo a la Oficina del Contralor de A.I.D. quien expedirá el recibo respectivo. La Oficina del Contralor de inmediato convertirá estos fondos a dólares al tipo de cambio que esté vigente en esa fecha y transferirá dichos fondos a RAMC/México. Se

standards of Clause XII, Selection of Texts, and the amount of funds available.

CLAUSE XIV.

EXCHANGE OF LOCAL CURRENCY

Funds resulting from the sale of donated textbooks and the sale of textbooks procured with reflow funds will be converted to U.S. dollars for additional textbook purchases.

(Scenario #1) (Applicable to countries with commercial exchange accommodation): (DC) will convert these funds, minus the allowable administrative percentage at the Central Bank of (country) or at a commercial bank or other currency exchange facility in (country) legally authorized to make currency exchange of (local currency) to U.S. dollars at the prevailing exchange rate. A check will be issued by the Central Bank or commercial exchange facility payable to (DC)'s Agent (RTAC-II contractor). (DC) will forward the check to the Agent for deposit in (DC)'s U.S. dollar account.

(Scenario #2) (Applicable to countries in which no legal commercial accommodation exchange to U.S. dollars is possible or a transfer of those dollars to the U.S. is not legally possible:)

(DC) will deliver a check in (local currency) resulting from the sale of donated textbooks or textbooks purchased with reflow funds, to the A.I.D. Controller Office which shall provide an appropriate receipt. The Controller Office will convert these funds to dollars as soon as possible at the current prevailing rate, and transfer the funds to RAMC/Mexico. A check will be issued in that amount by RAMC to the (DC) Agent (RTAC-II contractor) for deposit to the interest

expedirá un cheque por esa cantidad por RAMC al "Agente" de (CD) (contratista de RTAC II) para su depósito en la cuenta en dólares, que devenga intereses, a nombre de (CD) para la adquisición de libros de texto adicionales.

CLAUSULA XV.

CONTROL DE INVENTARIO

El (CD) conviene en establecer y mantener el sistema de control de inventario diseñado y proporcionado por A.I.D. para libros de texto donados por u obtenidos a través del Programa RTAC II. A.I.D. y el Coordinador de (país) ayudarán a (CD) para establecer este control, y periódicamente revisará la operación de los controles y los inventarios físicos.

(CD) está también de acuerdo en tomar todas las medidas razonables y prudentes para salvaguardar el equipo suministrado conforme a la Cláusula II y para evitar el uso de dicho equipo por cualquier otro personal o entidades que no estén vinculadas con el Programa RTAC-II.

CLAUSULA XVI.

DISTRIBUCION A LIBRERIAS

Los libros donados por u obtenidos a través de A.I.D., incluyendo los fondos de reflujo, podrán ser vendidos, ya sea directamente a los estudiantes, o mediante contratos de distribución con otras librerías. (CD) conviene en que se permitirá el acceso a todas las librerías a los libros donados por u obtenidos a través de A.I.D., siempre y cuando acuerden por escrito aceptar el porcentaje para gastos de operación que se especifica en el presente acuerdo y respetar los precios de venta establecidos para libros de RTAC-II.

bearing, U.S. dollar account in the name of (DC).

CLAUSE XV.

INVENTORY CONTROL

(DC) agrees to establish and maintain the system of inventory control designed and supplied by A.I.D. for textbooks donated by or obtained through the RTAC-II Program. AID and the Coordinator for (country) will assist (DC) in establishing this control, and will periodically review the operation of controls and physical inventories.

(DC) also agrees to take all reasonable, prudent measures to safeguard the equipment provided per Clause II, and to prevent the use of such equipment by other personnel or entities not associated with the RTAC-II Program.

CLAUSE XVI.

DISTRIBUTION TO BOOKSTORES

Books donated by or obtained through A.I.D., including these obtained with reflow funds, may either be sold directly to students, or through distribution agreements with other bookstores. (DC) agrees that all bookstores will be permitted access to the books donated by or obtained through A.I.D., as long as they agree in writing to accept the percentage allowed for administrative costs specified in this agreement and to respect the sales prices established for RTAC-II books.

CLAUSULA XVII.

FOLLETOS

Además de libros de texto, A.I.D. podrá asimismo suministrar de tiempo en tiempo materiales e información técnica y educativa en forma de folletos. Estos folletos se suministrarán, libres de cargo, a (CD), quien podrá cargar una tabla de tarifas que deberá ser convenida de mutuo acuerdo con A.I.D.

CLAUSULA XVIII.

PUBLICACION NO AUTORIZADA

(CD) está de acuerdo en que no se dedicará, ni permitirá que alguno de sus empleados se dedique a la publicación no autorizada o reproducción de cualquier libro de texto o parte del mismo donado por u obtenido a través de A.I.D.

CLAUSULA XIX.

VIGENCIA DEL CONTRATO

La vigencia del presente acuerdo es desde (fecha de firma) al 30 de septiembre de 1996, a menos de que se dé por terminado anticipadamente conforme a la Cláusula XX. Sujeto a la disponibilidad de fondos para este objeto y el convenio mutuo de las partes, la vigencia del presente acuerdo podrá ser prorrogada por períodos de hasta un año cada uno, bajo los mismos términos y condiciones que se han convenido en el presente acuerdo, o según se modifiquen por mutuo acuerdo.

CLAUSULA XX.

TERMINACION

A. POR CONVENIENCIA

El presente acuerdo podrá ser terminado en cualquier fecha por conveniencia de A.I.D. o (CD) mediante aviso por escrito dado con treinta días de anticipación a la otra parte.

CLAUSE XVII.

PAMPHLETS AND BOOKLETS

In addition to textbooks, A.I.D. may also provide from time to time technical and educational materials and information in the form of pamphlets and booklets. These pamphlets and booklets will be supplied free of charge to (DC), which may charge a schedule of fees for their sale, to be mutually agreed upon with A.I.D.

CLAUSE XVIII.

UNAUTHORIZED PUBLISHING

(DC) agrees that it will not engage in, nor permit any of its employees to engage in, the unauthorized publishing or reproduction of any textbook or any portion of any textbook donated by or obtained through A.I.D.

CLAUSE XIX.

TERM OF AGREEMENT

The term of this agreement is from the date of signature to September 30, 1996, unless terminated earlier under Clause XX. Subject to availability of funds for this purpose and the mutual agreement of the parties, the agreement may be extended beyond the term for periods of up to one year each, under the same terms and conditions herein agreed, or as modified by mutual agreement.

CLAUSE XX.

TERMINATION

A. FOR CONVENIENCE

This agreement may be terminated at any time for convenience by A.I.D. or (DC) upon thirty days written notice to the other party.

En el caso de terminación por conveniencia de A.I.D., el equipo que hubiera sido prestado a (CD) conforme a la Cláusula II, deberá ser devuelto a A.I.D. o puesto a disposición de A.I.D. en la fecha efectiva de la terminación. Todos los libros de texto que queden y que hubieran sido donados por u obtenidos a través de A.I.D., incluyendo aquellos obtenidos con los fondos de reflujo, así como el saldo de los fondos de reflujo en la cuenta del (CD) en dólares de los E.U.A. en los Estados Unidos, pasarán a ser propiedad de (CD). (CD) continuará poniendo estos libros a disposición de estudiantes, a precios accesibles hasta que su inventario se agote y conviene continuar comprando libros de texto con los fondos de reflujo y ponerlos a disposición para su venta a los estudiantes.

En el caso de terminación por conveniencia de (CD), todo el equipo que hubiera sido prestado a (CD), más todos los libros no vendidos donados por u obtenidos a través de A.I.D., y los fondos de reflujo no gastados en la cuenta en moneda local de RTAC II y en la cuenta de dolares de los E.U.A., se transferirán a un consejo de centros de distribución de RTAC II, como depositario, en caso de que dicho consejo hubiera sido legalmente constituido, o a alguna entidad designada por o para A.I.D., a opción y bajo la dirección de A.I.D. A partir de la fecha de terminación, (CD) no podrá contraer compromisos, ni adquirir obligaciones, respecto a los fondos de la cuenta en moneda local de RTAC II, o la cuenta de fondos de reflujo en dólares. (CD) deberá tomar las medidas que sean necesarias para transferir la titularidad de las cuentas bancarias antes mencionadas a la entidad que A.I.D. designe.

In the event of termination by A.I.D. for convenience, the equipment loaned to (DC) per Clause II must be returned to A.I.D. or placed at the disposition of A.I.D. as of the effective date of termination. All remaining textbooks donated by or obtained through A.I.D., including those obtained with reflow funds as well as the balance of reflow funds in the (DC)'s U.S. dollar account in the U.S., will become the property of (DC). (DC) will continue to make these books available to students at affordable prices until their inventory has been exhausted and agrees to continue to purchase textbooks with the reflow funds and make them available for sale to students.

In the event of termination by (DC) for convenience, all equipment loaned to (DC), all unsold books donated by or obtained through A.I.D., unspent reflow funds in the RTAC-II local currency account, and funds in the U.S. dollar reflow account, shall be transferred to a council of RTAC-II distribution centers, as custodian, if such a council has been legally constituted or to an entity designated by A.I.D., or to A.I.D., at A.I.D.'s option and direction. From the date of termination, (DC) shall make no commitments, or enter into any obligations, concerning the funds in the RTAC-II local currency account or the dollar reflow account. (DC) shall take whatever actions are necessary to transfer ownership of the above bank accounts to the entity designated by A.I.D.

B. CON CAUSA

El acuerdo podrá ser dado por terminado en cualquier fecha con causa por A.I.D. mediante aviso por escrito dado con treinta días de anticipación, en el caso de que el (CD) no cumpla con alguno de los términos de este acuerdo. En el caso de terminación con causa, todo el equipo prestado, libros donados por u obtenidos a través de A.I.D., incluyendo aquellos que hubieran sido adquiridos con fondos de reflujo, no vendidos, y fondos no gastados en la cuenta en moneda local de RTAC II y la cuenta de reflujo en dólares, se transferirán a un consejo de centros de distribución RTAC II, como depositario, en caso de que dicho consejo hubiera sido legalmente constituido, o a alguna entidad designada por o para A.I.D., a opción y por instrucciones de A.I.D. Desde la fecha del aviso de terminación, el (CD) no podrá contraer compromisos, ni adquirir obligaciones, respecto a los fondos de la cuenta en moneda local de RTAC II o la cuenta de reflujo en dólares de los E.U.A. (CD) deberá tomar las medidas que sean necesarias para transferir la propiedad de las cuentas bancarias antes mencionadas a la entidad que A.I.D. designe.

CLAUSULA XXI.

REPRESENTACION

A.I.D. se encuentra representada por la persona que ocupa el puesto o actúa en calidad de Director de la Misión en (País). (CD) se encuentra representado por la persona que actúa en calidad de (puesto del ejecutivo de CD).

CLAUSULA XXII.

ACUERDO DE LA AGENCIA

Dentro de los treinta días siguientes a la firma del presente acuerdo, las partes del mismo deberán celebrar un acuerdo sobre los precedimientos que deberán ser observados por el contratista de RTAC-II,

B. FOR CAUSE

This agreement may be terminated at any time for cause by A.I.D. upon thirty days written notice if (DC) fails to comply with any of the terms of this agreement. In the event of termination for cause, all loaned equipment, unsold books donated by or obtained through A.I.D., including those procured with reflow funds, and unspent funds in the RTAC-II local currency account and the U.S. dollar reflow account, shall be transferred to a council of RTAC-II distribution centers, as custodian, if such a council is legally constituted, or to an entity designated by A.I.D., or to A.I.D., at A.I.D.'s option and direction. From the date of notice of termination, (DC) shall make no commitments, or enter into any obligations, concerning the funds in the RTAC-II local currency account or the U.S. dollar reflow account. (DC) shall take whatever actions are necessary to transfer ownership of the above bank accounts to the entity designated by A.I.D.

CLAUSE XXI.

REPRESENTATION

A.I.D. is represented by the person holding or acting in the office of the Mission Director in (Country). (DC) is represented by the person acting in the capacity of (position of DC executive).

CLAUSE XXII.

AGENCY AGREEMENT

Within thirty days of signing of this agreement, (DC) hereto shall enter into an agreement with the RTAC-II contractor on the procedures to be followed by the contractor, acting as

en su calidad de "Agente" de (CD). Dicho acuerdo deberá cubrir, como mínimo, los deberes y responsabilidades del Agente con relación a los fondos de reflujo y las compras de libros de texto con dichos fondos. Este acuerdo deberá someterse a AID para su aprobación antes de la entrega de libros a (CD).

"Agent" for (DC). That agreement will address, at a minimum, the duties and responsibilities of the Agent in regard to the reflow funds and purchases of textbooks with those funds. This agreement shall be submitted to A.I.D. for approval prior to delivery of any books to (DC).

CLAUSULA XXIII.

CLAUSE XXIII.

IDIOMA DEL CONVENIO

LANGUAGE OF AGREEMENT

Este convenio está preparado en Inglés como en Castellano. En caso de ambigüedad o conflicto entre las dos versiones, la versión en Inglés será la usada para resolver diferencias de interpretación.

This agreement is prepared in both English and Spanish. In the event of conflict between the two versions, the English language version will control.

DC

A.I.D.

Date

Date

AGENCY AGREEMENT

RTAC-II PROYECTO No. 598-0791

ACUERDO DE LA AGENCIA No. 1

Este Acuerdo de la Agencia, firmado el _____ de _____, es un acuerdo mutuo entre (Centro de Distribución)(nombre corto) y (nombre del contratista RTAC-II) (RTAC/México) ("Agente") en vista de la necesidad de definir las responsabilidades de (nombre del contratista) sobre los depósitos, uso y reportes de los fondos de reflujo de (Centro de Distribución) depositados en cuentas seguras en dólares que generen intereses en los Estados Unidos.

CLAUSULA I.

DESIGNACION DEL AGENTE

(CD) por este medio designa a (contratista RTAC-II) como "Agente" para usar los fondos de reflujo del Programa RTAC-II en la compra, embarque y costos de transportación de libros.

CLAUSULA II.

DEPOSITO DE LOS FONDOS DE REFLUJO EN CUENTAS EN DOLARES EN LOS ESTADOS UNIDOS

(CD) pondrá a disposición del Agente por medio de transferencia o cheque de fondos de reflujo convertidos en dólares de los Estados Unidos para depositarlos en cuentas seguras en dólares que generen intereses en los Estados Unidos o en cuentas de seguridad del Tesoro de los Estados Unidos. El nombre de la cuenta será (nombre del CD)/RTAC-II con el (nombre del contratista) designado como Agente.

RTAC-II PROJECT NO. 598-0791

AGENCY AGREEMENT NO. 1

This Agency Agreement, signed this _____ day of _____ is hereby mutually agreed upon by (distribution center name) ("short name") and (name of RTAC-II contractor) (RTAC-II) ("Agent") to define the deposit, use, and reporting responsibilities of the Agent to (distribution center) in regards to reflow funds handled by the Agent on behalf of the (DC).

CLAUSE I.

DESIGNATION OF "AGENT"

(Distribution Center) hereby designates (contractor) as "Agent" for RTAC-II Program use of its reflow funds for textbook purchases and transportation costs.

CLAUSE II.

DEPOSIT OF REFLOW FUNDS IN U.S. DOLLAR ACCOUNT

(Distribution Center) will make available to the Agent by wire transfer or check reflow funds converted into U.S. dollars for deposit in a secure interest bearing, U.S. dollar account and/or U.S. Treasury securities. The title of the account will be (name of distribution center)/RTAC-II with (name of contractor) designated as "Agent."

CLAUSULA III.**USO DE LA CUENTA DE REFLUJO**

El Agente usará los fondos de la cuenta de reflujo para la compra de libros ordenados por (CD). Las órdenes de libros puestas por (CD) serán negociadas por el Agente con las editoriales. El Agente confirmará con (CD) la orden de libros y la cantidad en dólares de la compra. Contra notificación escrita por carta, FAX, telegrama o el sistema MIS de (CD) aprobando la orden, el Agente procesará la orden y hará los arreglos para los retiros de la cuenta de reflujo en dólares en los Estados Unidos del (CD).

El Agente proporcionará a (CD) de las facturas de todos los libros ordenados y embarcados. (CD) avisará por escrito al coordinador de AID y al Agente de cualquier discrepancia entre los libros ordenados y los libros recibidos.

CLAUSULA IV.**USO Y REPORTE DE LA CUENTA DE FONDO DE REFLUJO**

El Agente proporcionará mensualmente "Estados de Cuenta" a (CD), al coordinador RTAC-II de AID y al oficial del proyecto RTAC-II de AID/W. El estado de cuenta reportará todas las transacciones sobre la cuenta(s) en dólares en los Estados Unidos del fondo de reflujo de (CD). Se detallará fecha y cantidad de todos los depósitos, incluyendo los intereses ganados, fecha y cantidad de todos los retiros, cualquier cambio bancario realizado hecho directamente contra la cuenta por la institución bancaria en la cual la cuenta es depositada, y el balance.

CLAUSE III.**USE OF THE REFLOW ACCOUNTS**

The Agent will use the reflow fund account to purchase the textbooks ordered by (distribution center). Textbook orders placed by (distribution center) will be negotiated by the Agent with the publishers. The Agent will confirm to (distribution center) the textbooks ordered and the dollar amount of the purchase. Upon written notification by letter, fax or telegram or the MIS system, from (distribution center) approving the order, the Agent will place the order and arrange withdrawals from (distribution center)'s U.S. dollar reflow account.

The Agent will provide (distribution center) invoices for all textbooks ordered and shipped. (Distribution center) will advise the RTAC-II Coordinator in (country) and the Agent, in writing, of any discrepancy between textbooks ordered and textbooks received.

CLAUSE IV.**REPORT ON REFLOW FUND ACCOUNT AND USE**

Agent will provide monthly "Statement(s) of Account" to (Distribution Center), the RTAC-II Coordinator, and the AID/W RTAC-II project officer. The statement of account will report all transactions on (distribution center)'s U.S. dollar reflow fund account(s). It will detail date and amount of all deposits, including interest earned, date and amount of all withdrawals, any banking charges levied directly against the account by the banking institution in which the account is deposited, and the balance.

CLAUSULA V.**FONDOS DE REFLUJO AL
TERMINAR EL APOYO DE AID AL
PROGRAMA RTAC-II**

A la terminación del apoyo de AID al Programa RTAC-II, todos los fondos de la venta de los libros donados que están en las cuentas de (CD) en dólares en los Estados Unidos, así como todos los fondos en la cuenta (CD)/RTAC-II en (nombre de moneda local) será puesto a disposición de (CD) para su uso contínuo en conjunto con el Consejo RTAC-II, si tal Consejo estuviera legalmente constituido y funcionando. Si tal Consejo no estuviera constituido y funcionando, (CD) conviene que continuará comprando libros con los fondos generados por RTAC-II para venderlos a precios accesibles a los estudiantes universitarios y profesionales como un servicio a (nombre de país).

CLAUSE V.**REFLOW FUNDS AT THE END OF
A.I.D. SUPPORT TO THE RTAC-II
PROGRAM**

Upon termination of A.I.D. support to the RTAC-II Program, all funds from the sale of donated textbooks which are in (DC's) U.S. dollar account in the United States as well as all funds in the (DC's) (local currency) RTAC-II account will be at the disposal of (DC), for continued use, with the approval of the RTAC Council, if such Council is legally constituted and operational. If there is no such council or it is not operational, (distribution center) agrees to continue procurement of textbooks with RTAC-II generated funds for sale at affordable prices to university students and professionals as a service to (country).

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. 52.252-2 CLAUSES INCORPORATED BY REFERENCE (JUN 1988)

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

Federal Acquisition Regulation (48 CFR Chapter 1) Clauses

52.246-5 Inspection of Services - Cost Reimbursement (APR 1984)

52.246-3 Inspection of Supplies - Cost Reimbursement (APR 1984)

E.2. 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

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 August 22, 1996.

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 shall be responsible for providing the deliverables outlined below:

- (1) General project implementation plan provided to A.I.D. project officer by end of third month, and updated on a yearly basis;
- (2) Initial country implementation plan provided to A.I.D. Project Officer by end of month four for each of the extension and each of the expansion countries expected to be participating in the implementation of RTAC II. Subsequent country plans for any new/additional countries joining the project will be provided within four months of their entrance into the project to the A.I.D. Project Officer;
- (3) Initial needs assessment/market study for each new expansion country conducted by the end of month six following that country's joining the project will be delivered to the USAID mission and the AID/W, LAC/DR/EHR Project Officer by the end of month seven;
- (4) Detailed project procurement plan provided to A.I.D. Project Officer by the end of the third month;
- (5) Design and presentation of the management information system (MIS) to the AID/W, LAC/DR/EHR Project Officer by the end of month four;

(6) Design of implementaion plans for the institutionalization of an RTAC Council and/or other mechanism to assume a self-sustaining role in the continuation of the RTAC II textbook program, to be provided to the AID/W Project Officer by the end of year one.

(b) Quarterly Report

(1) Quarterly the contractor shall be responsible for submitting to LAC/DR/EHR a report which summarizes:

- Transactions carried out to date by activity.
- Transactions completed during the quarter.
- Transactions in process.
- Requests pending for the next quarter.

(2) The report shall also highlight problems or issues that have arisen during the quarter; steps taken to resolve them; and in instances where they have not been resolved recommendations for achieving a resolution.

(3) The contractor shall attach to each quarterly report a financial report which summarizes, by country and by activity area expenditures to date and expenditures during the quarter.

(4) Financial (see the clauses of this contract entitled "Allowable Cost and Payment" [FAR 52.216-07] and "Payment" [AIDAR 752.7003, Alternates 70 and 71]) and progress (see the clause of this contract entitled "Reports" [AIDAR 752.7026]) reports are required not less frequently than quarterly from the Contractor. Financial reports shall be submitted to the paying office indicated on the cover page of this contract, as well as the cognizant AID/W Project Officer. Progress reports shall be submitted to the cognizant AID/W Project Officer.

(5) Any assessments or study performed will be submitted to the cognizant USAID Mission(s) and the cognizant AID/W Project Officer.

(6) All Quarterly Reports will be submitted in English, with two copies to the cognizant AID/W Project Officer, and one copy to each of the relevant USAID Missions. Technical reports shall be submitted not later than 30 days following the end of the reporting period. The technical reports shall be in English with one copy to LAC/DR/EHR and two copies to the relevant Mission, as necessary. The Contractor shall also submit financial reports to the paying office indicated on the cover page of this contract in accordance with the clause of this contract entitled "Allowable Cost and Payment" (FAR 52.216-07) and "Payment" (AIDAR 752.7003, Alternates 70 and 71).

(c) Semi-Annual and Annual Reports

The contractor shall submit the following reports:

The contractor shall prepare and submit progress reports on project implementation on a semi-annual basis. The reports shall provide information on the overall status of implementation activities to include progress toward meeting of the project objectives and the objectives of the contract in the major component areas of textbook procurement, the pamphlet program, provision of technical assistance and training, and the management information system. It shall identify problem areas within the project and proposed solutions or steps taken to resolve problems, as appropriate. The report shall contain a discussion on the progress toward institutionalization and sustainability.

The initial semi-annual report covering the period from contract start up through June 30 of the first contract year shall be submitted to the AID/W project officer by August 15 of the first contract year. The first annual report, which shall detail the major project activities for the year, including a summary of those highlighted in the semi-annual report, shall cover the period from contract start date through December 31, 1992 and be submitted to the AID/W Project Officer. Subsequent semi-annual reports shall be submitted on August 15 annually. Subsequent annual reports shall be due on March 1 annually. All semi-annual and annual reports shall be submitted in English in three copies.

(d) Ad Hoc Reports

Ad hoc reports shall be submitted at the direction of the AID/W Project Officer. Such reports may cover a wide range of informational subjects related to the RTAC II project. It is estimated that up to six ad hoc reports annually may be requested.

(e) Financial Reports

All necessary financial reports as required by A.I.D.

(f) Other Reports

Other reports as requested by the A.I.D. Project Officer.

(g) Audits

The contractor will provide the project officer one copy of its annual non-A.I.D. audit.

F.5. 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>
Rene S. Greenwald	Project Director
Thomas Chapman	Deputy Project Director
Juan Carlos Azudia	Field Operations Director
Carlos Humberto Urrutia	Controller/Accountant

- b) The personnel specified above are considered to be essential to the work being performed hereunder. Prior to diverting any of the specified individuals to other programs, the Contractor shall notify the Contracting Officer reasonably in advance and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the program. No diversion shall be made by the Contractor without the written consent of the Contracting Officer; provided, that the Contracting Officer may ratify in writing such diversion and such ratification shall constitute the consent of the Contracting Officer required by this clause. Proposed substitutions must be submitted simultaneously to the Contracting Officer and the A.I.D. Project Officer not later than 30 days after the diversion of any of the specified individuals.

Failure to do so may be considered nonperformance by the Contractor. The listing of key personnel may, with the consent of the contracting parties, be amended from time to time during the course of this contract to either add or delete personnel, as appropriate.

F.6. LEVEL OF EFFORT

- a) The level of effort for the performance of the contract, on which the contract budget is predicated, shall be an estimated 795.5 person months 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>U.S. Office Support</u>	
Project Manager	2.5
Assistant Project Manager	5
Financial Officer	5
Textbook Accounting Specialist	30
Aguirre Technical Assistance	5

It is expected that home office support will require less than full-time attention by the above categories during the life of the project.

Field Office

	<u>Person Months</u>
Project Director	60
Deputy Project Director	42
Field Operations Specialist	45
Controller	60
Field Operations Director	60

Local National Personnel

MIS Specialist	54
Procurement Assistant	48
Bibliographer	48
Shipping Specialist	40
Bilingual Secretary (Proj. Dir.)	60
Bilingual Secretary (other staff)	24
Office Assistant/Clerk	40
Bilingual Accountant	60
Procurement Assistant/Secretary	55
Accounting Clerk II	27

Consultants

25

TOTAL PERSON MONTHS

795.5

The contractor shall provide an estimated 16 person months of technical assistance over the life of the contract, all technical assistance shall be approved in writing in advance by the AID/W, LAC/DR/EHR Project Officer;

The contractor shall provide an estimated 21 person months of training for distribution center and bookstore staff over the life of the contract. Training shall be provided in group training sessions and on-the-job for individuals and groups of RTAC II program related individuals, including training in accounting, marketing, and administrative centers as it pertains to the operation of the distribution centers and bookstores participating in the project.

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.

52.252-2 CLAUSES INCORPORATED BY REFERENCE (JUN 1988)

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

Federal Acquisition Regulation (48 CFR Chapter 1) Clauses

52.212-13 Stop Work Order (AUG 1989) and Alternate I (APR 1984)

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 Education and Human Resources Office, Bureau for Latin America and the Caribbean (LAC/DR/EHR), 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 Latin America and Caribbean Branch, Overseas Division, Office of Procurement, Bureau for Management (MS/OP/OS/ANE), AID/W.
- G.4. Funds for this contract are chargeable as follows:

PIO/T:	598-0791-3-1654010
Appropriation:	72-1111021.5
Allotment:	145-65-598-00-69-11
Budget Plan Code:	LDEA91-35598-KG12
Amount	\$2,934,000

PIO/T:	518-0095-3-09165
Appropriation:	72-1111021
Allotment:	PO91117
Budget Plan Code:	LDEA91-25518-KG13
Amount	\$138,500

Obligated Amount	\$ 3,072,500
Total Estimated Amount	\$18,034,600

- G.5. Contractor's TIN No. 94-2672523
Contractor's DUNS No. 10-296-2966

G.6. **CONTRACTOR'S PAYMENT ADDRESS**

Payments shall be made to the Contractor either by electronic funds transfer or by check mailed to the address shown on the cover page of this contract, unless otherwise indicated below:

End of Section G

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H... SPECIAL PROVISION REGARDING THE CLAUSES ENTITLED "TRAVEL AND TRANSPORTATION" (AIDAR 752.7002, ALTERNATE 70) AND "PERSONNEL" (AIDAR 752.7027, ALTERNATE 71)

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

(b) After approval of the proposed international travel, the Contractor shall notify the USAID Mission and the cognizant AID Project Officer, of the arrival date and time and flight identification of AID financed travellers.

H.2. DEFENSE BASE ACT (DBA) INSURANCE

Pursuant to the clause of this contract entitled "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 USAID Executive Officer on or before the arrival in the Cooperating Country of every contract employee or dependent:

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

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

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

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

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

H.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.

(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 any employee performing work directly under this contract, one annual salary increase of not more than 10% 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 (if the individual was not a regular employee of the Contractor prior to award of this contract) or after the employee's completion of each twelve month period of satisfactory job performance as a regular employee of the Contractor (if the individual was a regular employee of the Contractor prior to award of this contract). Notwithstanding the individual annual salary increases, the sum total of all increases shall not exceed an increase of 5% annually for the total salary line item. 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. For the purposes of

this contract, Cooperating Country Nationals will be reimbursed in accordance with the American Embassy National Compensation Plan for Mexico City as specified in the Contractor's proposal.

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

For the purposes of this contract, the following A.I.D. eligibility rules apply (see also AIDAR 752.7004):

(a) AID Geographic Codes

Except as specified below, all goods/commodities shall have their source and origin in A.I.D. Geographic Code 941 or the Cooperating Countries (each developing country in which training or other assistance takes place under this contract shall be considered a cooperating country) and shall meet A.I.D.'s componentry requirements, except as the Contracting Officer may otherwise agree in writing. Because the Cooperating Country is authorized for source and origin purposes, the clause of this contract entitled "Local Cost Financing With U.S. Dollars" (AIDAR 752.7017) applies.

(b) Local Cost Financing

The financing of local costs must fall within the legitimate needs of the scope of work applicable to this contract, and may not exceed the following limitations:

1. Procurement locally of items of U.S. origin up to a per transaction limit of the local currency equivalent of \$100,000.
2. Procurement locally of items of non-U.S. origin up to a per transaction limit of the local currency equivalent of \$5,000.
3. Commodities and services available only in the local economy (no specific per transaction value applies to this category). This category includes the following items"
 - a. Utilities - including fuel for heating and cooking, waste disposal and trash collection;
 - b. Communications - including telephone, telex, fax, postal, and courier services;
 - c. Rental costs for housing and office space;
 - d. Petroleum, oils, and lubricants for operating vehicles and equipment;
 - e. Newspapers, periodicals, and books published in the cooperating country, and
 - f. Other commodities and services (and related expenses) that, by their nature or as a practical matter, can only be acquired, performed, or incurred in the cooperating country.

In cases where local cost procurements are expected to exceed the above limitations, and authorization for such procurement does not already exist in the contract, the contractor must obtain approval from the A.I.D. Contracting Officer prior to proceeding with the procurement.

(c) 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.

(d) 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).

(e) Anticipated Purchases

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

(i) To be determined

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.

(f) 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).

(g) Government Owned Organizations

Except as the Contracting Officer may otherwise agree in writing, a Government Owned Organization, i.e., a firm operated as a commercial company or other organizations (including nonprofit organization other than public educational institutions) which are wholly or partially owned by governments or agencies thereof, are not eligible for A.I.D. financing hereunder.

With the exception of any subcontractors identified in the contractor's proposal and/or best and final offer which was accepted by A.I.D. through award of this contract, additional subcontracting by the contractor is not generally anticipated. However, should additional subcontracting become necessary, the contractor shall comply fully with requirements set forth in FAR 52.244-2, "Subcontracts under Cost-Reimbursement and Letter Contracts".

(g) Automation Equipment

In addition to the requirements of Section H.4. (a) and (e), the contractor must obtain the specific approval of the Contracting Officer for any purchases of automation equipment (e.g., computers, word processors, etc.), software, or related services made hereunder, if the total cost of such purchases will exceed \$100,000. The Contracting Officer must, in turn, have the concurrence of A.I.D./Washington, MS/IRM, before providing any such approvals.

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 (see section J.4), 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).

(c) The contractor shall also comply with the Gray Amendment and AIDAR clause 752.226-2, "Subcontracting with Disadvantaged Enterprises", that requires that no less than 10% of the dollar value of this contract shall be subcontracted to Gray Amendment entities.

H.8. LANGUAGE REQUIREMENTS

The primary language requirement for this contract is English and Spanish. Required Spanish capabilities are specified under Personnel Qualifications in Section M of this solicitation. 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) (see Exhibit 2 of this contract). 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.

H.12 LOGISTIC SUPPORT

The Contractor shall be responsible for providing or arranging for all logistic support, except to the extent that either (A) the modification (amendment) to this contract obligating funds for a particular activity; or (B) the cognizant A.I.D. Project Officer pursuant to the authority of Section F.3. of this contract, may specify that the Cooperating Country and/or the USAID Mission will provide any logistic support. Unless a contract modification or the cognizant A.I.D. Project Officer specifies that the Cooperating Country and/or the USAID Mission will provide logistic support, the contractor and any employee or consultant of the Contractor or its subcontractors is prohibited from using U.S. Government facilities (such as office space or equipment) or U.S. Government clerical or technical personnel in the performance of the services. If at any time it is determined that the Contractor, or any of its employees or consultants have used U.S. Government facilities or personnel without authorization either in a contract modification or in writing by the cognizant A.I.D. Project Officer, then the amount payable under the Contract shall be reduced by an amount equal the value of the U.S. Government facilities or personnel used by the Contractor, as determined by the Contracting Officer. If the parties fail to agree on an adjustment made pursuant to this clause, it shall be considered a "dispute" and shall be dealt with under the terms of the clause of this contract entitled "Disputes" (FAR 52.233-01 and Alternate I).

H.13. MEDEVAC INSURANCE

In addition to any insurance provided under the contractor's normal personnel policies, the contractor shall obtain medevac insurance for all its employees and consultants working overseas, on either long-term or short-term assignments.

End of Section H

SECTION I

Contract Clauses

THE FOLLOWING CLAUSES APPLY TO THIS
CONTRACT IF THE CONTRACTOR IS A SMALL BUSINESS CONCERN

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)
52.203-9	Requirement for Certification of Procurement Integrity -- Modification (NOV 1990)
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity (SEP 1990)

52.203-12 Limitation on Payments to
Influence Certain Federal
Transactions (JAN 1990)

52.204-4 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)

52.215-1 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 (JAN 1991)

52.215-27 Termination of Defined Benefit
Pension Plans
(SEP 1989)

52.215-24 Subcontractor Cost or Pricing Data
(APR 1985)

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)

52.219-13 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)

52.232-17 Interest (JAN 1991)

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 (JAN 1991)

52.237-8 Severance Payments to Foreign Nationals Employed Under a Service Contract Performed Outside the United States (JAN 1991)

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)
 52.246-23 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)
752.7022 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)

End of SECTION I

*PIO/T

AGENCY FOR INTERNATIONAL DEVELOPMENT
PROJECT IMPLEMENTATION ORDER/TECHNICAL SERVICES

1. Cooperating Country
LAC Regional
2. PIO/T No
598-0791-3-1654010
3. Original or Amendment No One
4. Project/Activity No and Title
598-0791
Regional Technical Aid Center II (RTAC II)

Page 1 of 1 Pages

DISTRIBUTION

OFFICE OF FINANCIAL MANAGEMENT
Date Posted
Initials
FUND'S RESERVED BY
P/M/FM/A/PNP

5. Appropriation Symbol
72-1111021.5/145-65-598-00-69-11
6. Budget Plan Code
LDEA 91-35598-KG12
7. Obligation Status
 Administrative Reservation Implementing Document
8. Project Assistance Completion Date (Mo, Day, Yr) 8-22-96
9. Authorized Agent MS/OP/OS/LAC
10. This PIO/T is in full conformance with PRO/AG No Date Project Authorization Amend #3
11a. Type of Action and Governing AID Handbook
 AID Contract (HB 14) AID Grant or Cooperative Agreement (HB 13) PASA/RSSA (HB 12) Other
11b. Contract/Grant/Cooperative Agreement/PASA/RSSA Reference Number (if this is an Amendment) (new procurement under RFP 91-002)

12. Estimated Financing (A detailed budget in support of column (2) is attached as Attachment No One)

Maximum AID Financing Available	A Dollars	(1) Previous Total	(2) Increase	(3) Decrease	(4) Total to Date
		684,000	2,250,000		2,934,000
	B U S -Owned Local Currency				

13. Mission References
14A. Instructions to Authorized Agent
Authorized agent is requested to obligate funding provided in the PIO/T amendment to the new contract for RTAC II. This \$2,250,000, and the \$138,500 provided in Ecuador PIO/T 518-0095-3-09165, added to the original \$684,000 make a total of \$3,072,500 available for the RTAC II contract resulting from RFP 91-002. \$250,000 of the \$2,250,000 is a USAID/San Jose OYB allowance transfer to AID/W for Costa Rica participation in RTAC II. The Ecuador buy-in (PIO/T 518-0095-3-09165) is attached. These funds should be obligated to the contract along with the funds made available in this PIO/T.

14B. Address of Voucher Paying Office
M/FM/PAD, AID/W, Room 700, SA-2

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 LAC/DR/EHR, AVollbrecht LAC/DR/EHR, LGarza	Phone No x7-8044 Date 7/30/91	B. The statement of work or program description lies within the purview of the initiating office and approved agency programs. LAC/DR, EBrineman	Date 8/15/91
C. LAC/DR/EHR, JCarney LAC/DR/PSS, SBUGG	Date 7/31/91 8-13-91	D. Funds for the services requested are available	Date
E. LAC/DP, BMangum LAC/DP, RMeenan	Date 8/12/91 7/29/91		

16. For the Cooperating Country: The terms and conditions set forth herein are hereby agreed to
Signature N/A Date
Title

17. For the Agency for International Development
Signature Peter Blom Date 8/18/94
Title Director, LAC/DR

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

AID 1250 1 (3 87) *PIO/T	AGENCY FOR INTERNATIONAL DEVELOPMENT PROJECT IMPLEMENTATION ORDER/TECHNICAL SERVICES	1 Cooperating Country ECUADOR	Page 1 of _____ Pages
		2 PIO/T No. 518-0095-3-09165	3 <input checked="" type="checkbox"/> Original or Amendment No _____
		4 Project/Activity No and Title 518-0095 RTAC II - Regional Technical Aid Center (Buy-in to 598-0791)	

DISTRIBUTION 7/24/91 (Key 16)	5. Appropriation Symbol 72-1111021 P091117	6. Budget Plan Code LDEA-91-25518-KG13
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7. Obligation Status <input checked="" type="checkbox"/> Administrative Reservation	<input type="checkbox"/> Implementing Document	8 Project Assistance Completion Date (Mo., Day, Yr) 09-24-96
--	--	--

9 Authorized Agent M/OS/OP/LAC	10 This PIO/T is in conformance with PRO/AG No N/A
--	--

11a Type of Action and Governing AID Handbook <input type="checkbox"/> AID Contract (HB 14)	<input type="checkbox"/> AID Grant or Cooperative Agreement (HB 13)	<input type="checkbox"/> PASA/RSSA (HB 12)	<input checked="" type="checkbox"/> Other buy-in	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 <u>2</u>)					
Maximum AID Financing Available	A Dollars	(1) Previous Total	(2) Increase	(3) Decrease	(4) Total to Date
			138,500		138,500
	B. U S -Owned Local Currency				

13 Mission References

14A Instructions to Authorized Agent
 Authorized agent is requested to obligate funds provided by this PIO/T to the RTAC II contract to fund contractor's services and commodities per the contract Statement of Work (Attachment No. 1), according to the attached budget (Attachment No. 2). Also see PIO/T 518-0095-2-09164.

NOTE: Before obligating this amount in the Regional contract, please check with the Controller's Office, USAID/Ecuador, as we might enter into 620Q.

14B Address of Voucher Paying Office
Controller Office, USAID/Ecuador

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 Ellen Leddy, A/GDO	Phone No Date 5/20/91	B The statement of work or program description lies within the purview of the initiating office and approved agency programs Patricio Maldonado, PPD	Date 5-31-91
C James Dunlap, RCO	Date 6-3-91	D Funds for the services requested are available Richard Goughnour, CONT	Date 7/26/91
E H. Robert Kramer, DDIR	Date		

16 For the Cooperating Country The terms and conditions set forth herein are hereby agreed	17 For the Agency for International Development Signature Charles E. Costello Date 7/28/91 Title Mission Director
--	--

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

