

AWARD/CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)	RATING	PAGE OF PAGES 1 38
2. CONTRACT (Proc. Inst. Ident.) NO. CCS-0002-C-00-2008-00		3. EFFECTIVE DATE See Block 20c.	4. REQUISITION/PURCHASE REQUEST/PROJECT NO. 110-0002-3-262-2826	
5. ISSUED BY Agency for International Development Office of Procurement FA/OP/CC/S, SA-14, Rm. 1527 Washington, D.C. 20523-1420		6. ADMINISTERED BY (If other than Item 5) CODE		

PDFCZ 961

7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, State and ZIP Code) Resources Management Associates 520 University Ave. Ste. 300 Madison, WI 53703 DUNS: 052811189 T.I.N.: 391423169		8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below)
		9. DISCOUNT FOR PROMPT PAYMENT NONE
		10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN: ITEM Block 12

11. SHIP TO/MARK FOR N/A	FACILITY CODE	12. PAYMENT WILL BE MADE BY FA/FM/CMPD/DC Room 700, SA-2 Washington, D.C. 20523-0209
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13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input checked="" type="checkbox"/> 40 U.S.C. 474 <input type="checkbox"/> 10 U.S.C. 2304(c)) <input type="checkbox"/> 41 U.S.C. 253(c))	14. ACCOUNTING AND APPROPRIATION DATA 72-111/21037 170-62-110-00-69-21 QES1-92-32110-KG-12
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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 as set forth in the Schedule. This is a Cost-Reimbursement/Completion type contract.				

15G. TOTAL AMOUNT OF CONTRACT ▶ \$ 730,000

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CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 3 copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, or specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)	18. <input type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. (c) further contractual document is necessary.
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19A. NAME AND TITLE OF SIGNER (Type or print) Wesley K. Foell, President Resource Management Associates of Madison, Inc.	20A. NAME OF CONTRACTING OFFICER
19B. NAME OF CONTRACTOR BY <u>W.K. Foell</u> (Signature of person authorized to sign)	19C. DATE SIGNED 2/24/92
20B. UNITED STATES OF AMERICA BY <u>Steph G. De...</u> (Signature of Contracting Officer)	20C. DATE SIGNED 2/25/92

SECTION B - SERVICES AND COSTS

B.1 OVERVIEW

The contractor shall provide/perform the necessary facilities, materials, personnel and services necessary to carry out the Scope of Work identified in Section C.

B.2 ESTIMATED CONTRACT COST AND FINANCING

a. The total estimated cost for the performance of the work specified in Section C if this contract, exclusive of the fixed fee, if any, is \$ 671,265. The fixed fee, if any, is \$ 58,735. The total estimated cost plus fixed fee, if any, is \$ 730,000.

b. The amount of funds currently obligated to this contract for performance hereunder is \$ 730,000. This amount is anticipated to be sufficient through contract completion.

The contractor shall not exceed this amount unless authorized by the contracting officer pursuant to the clause of this contract entitled "Limitation of Cost" (FAR 52.232.20) (see Section I of this contract.)

c. The primary source of funding for this contract is the cognizant A.I.D. Project Office (EUR/DR/EI) from funds allocated/allotted for the Energy Efficiency and Market Reform Project (110-0002).

B.3 BUDGET

a. The following itemized budget sets forth the estimates for reimbursement of dollar costs for individual line items of cost, and fixed fee, if any, for providing and or performing the services and submitting reporting and other deliverables as specified in this contract. Without the prior written approval of the contracting officer, the contractor shall not exceed the total estimated cost set forth in the budget hereunder, or the obligated amount, whichever is less (see Part 3 of this Section B above). Without the prior written approval of the cognizant A.I.D. Project Officer, the

contractor shall not exceed the estimated dollar cost for any individual line item of cost shown below, or in any contract modification issued hereunder, by more than 15% of such line item, except for (1) indirect costs, which are governed by Section B.6 below, and (2) salaries and wages, and consultant fees, which shall not be exceeded unless approved by the contracting officer.

b. Itemized Budget

<u>Category</u>	<u>Component 1</u>	<u>Component 2</u>	<u>Total Amount</u>
Salaries and Wages	\$ 95,216	\$ 21,029	\$ 116,245
Overhead	\$ 106,957	\$ 23,552	\$ 130,150
Travel, Transport & Per Diem	\$ 96,159	\$ 19,176	\$ 115,335
Equipment	\$ 151,105	\$ -0-	\$ 151,105
Subcontract(s)	\$ 96,876	\$ 22,376	\$ 119,952
ODC (Includes DBA)	\$ 17,258	\$ 3,673	\$ 20,931
G&A (on subcontracts)	\$ 14,531	\$ 3,356	\$ 17,888
TOTAL ESTIMATED COST	\$ 578,102	\$ 93,163	\$ 671,265
FIXED FEE			\$ 58,735
TOTAL EST COST + FIXED FEE			\$ 730,000

NOTE: The inclusion of any dollar amount for subcontract(s) and/or major 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.

The inclusion of any costs in the above budget does not obviate the requirement for contracting officer's prior approval of cost items designated as requiring such approval by the applicable cost principle (see clause of this contract entitled "Allowable Cost and Payment" (FAR 52.215.07), nor does it constitute a determination of allowability by the contracting officer of any item of cost, unless specifically stated elsewhere in this contract or in a modification

thereto. No more than 15% of any one line item, excluding equipment and indirect costs, may be transferred for use under another line item unless prior written approval is given by the Contracting Officer. The line item amount designated for Equipment costs shall not be transferred or deferred to any other budget line item or to any other cost that may incurred under this contract without the prior written approval of the Contracting Officer.

The foregoing budget is based on the contractor's proposal and/or best and final offer, which was accepted by A.I.D. through award of this contract, and which is incorporated herein by reference and is made a part hereof. The contractor's proposal and/or best and final offer may be used to substantiate negotiated agreements between the parties to this contract, but shall not supersede any terms and conditions under this contract.

c. The contractor agrees to furnish data which the contracting officer may request on costs expended or accrued under this contract in support of the budget information provided herein.

B.4 ESTABLISHMENT OF INDIRECT COST RATES

Pursuant to the clause of this contract entitled "Allowable Cost and Payment" (FAR 52.217.07), and, if applicable, the clause of this contract entitled "Predetermined Indirect Cost Rates" (FAR 52.216-15), and 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 or final 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 rate(s) applied to the base(s) which is(are) set forth below:

<u>Description</u>	<u>Rate</u>	<u>Base</u>	<u>Type</u>	<u>Period</u>
Overhead (Home Office/On Campus)	112%	1/	1/	1/
Overhead (Off-Site,/Off Campus)	112%	2/	2/	2/
G&A	15%	3/	3/	3/

- 1/ Base of Application: Direct Labor
 Type of Rate (Provisional/Predetermined): Provisional
 Period: 7/1/1991 - 6/30/1992
- 2/ Base of Application: Direct Labor
 Type of Rate (Provisional/Predetermined): Provisional
 Period: 7/1/1991 - 6/30/1992
- 3/ Base of Application: Subcontract Amount
 Type of Rate (Provisional/Predetermined): Provisional
 Period: 7/1/1991 - 6/30/1992

B.5 ADVANCE UNDERSTANDING ON CEILING INDIRECT COST RATES AND FINAL REIMBURSEMENT FOR INDIRECT COSTS

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

a. 1) The distribution base for establishment of final overhead rates is direct labor.

2) The distribution base for establishment of final G&A rates is total amount of subcontracting.

b. The contractor shall make no change in his established method of classifying or allocating of indirect costs without the prior written approval of the contracting officer.

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

<u>For Accounting Period Ending</u>	<u>G&A Rate</u>	<u>Overhead Rate</u>	
		<u>On-Site</u>	<u>Off Site</u>
June 30, 1992	17%	122%	122%
June 30, 1993	18%	132%	132%
June 30, 1994	19%	135%	135%
June 30, 1994	19%	135%	135%

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 COSTS REIMBURSABLE, PAYMENT, AND LOGISTIC SUPPORT TO THE CONTRACTOR

a. Cost Reimbursable

In accordance with the clauses of this contract entitled "Allowable Cost and Payment" (FAR 52.216-07) and "Documentation for Payment" (AIDAR 752.7003). the contractor shall be reimbursed in U.S. dollars for reasonable, allocable, and necessary costs incurred during performance of this contract, subject to the clauses of this contract entitled "Limitation of Cost" (FAR 52.232.20) and other applicable terms and conditions of this contract.

b. Fixed Fee

In addition to reimbursement of costs pursuant to Section B.6.(a) above, the contractor shall, if the clause entitled "Fixed Fee" (FAR 52.216-08) is applicable to this contract, be paid a fixed fee in accordance with said clause. Payment of such a fee, if applicable, will apply at the time of each payment to the contractor for allowable dollar costs, such that 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 for 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 (85) percent of the total fixed fee, the provisions of the clause of this contract entitled "Fixed Fee" (FAR 52.216-08) shall apply.

c. Payment

1) Payment shall be made in accordance with the clauses of this contract entitled "Allowable Cost and Payment" (FAR 52.216-07), "Prompt Payment" (FAR 52.232-25 and Alternate II), "Documentation for Payment (AIDAR 752.7003), and if applicable, "Fixed Fee (FAR 52.216-08).

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

d. Logistic Support

1) The contractor shall be responsible for providing or arranging all logistic support in the United States and shall generally be responsible for providing or arranging for all logistic support for its overseas performance of this contract.

2) To the extent that a U.S.A.I.D. Mission or a cooperating country provides logistic support for the contractor's overseas performance under this contract, the of such logistic support will not be charged by the Cooperating Country and/or the U.S.A.I.D. Mission to the contractor, and shall not be charged by the contractor to this contract. Logistic support provided in the form of local currency shall be paid to the contractor in a manner adapted to the local situation and as agreed be by the Mission Director, in writing, The documentation for such costs shall be on such forms and in such manner as the Mission Director shall describe.

3) If, under emergency circumstances, it is necessary for a U.S.A.I.D. Mission to pay for any in-country costs on behalf of the contractor in order to facilitate implementation of any activities under this contract, the Mission may bill the contractor for such costs, and the contractor, may, in turn, charge those cost against this contract (however, see paragraph 2 above where logistic support to be provided by the Mission will be provided without charge). Under no circumstances will the Mission recoup those costs via an Advice of Charge (AOC) to the paying office. In addition, in order to maintain the contractor's responsibility for compliance with the clauses of this contract entities "Limitation of Cost" (FAR 52.232-20) and "Limitation of Funds" (FAR 52.232.22), a Mission may not pay any in-country cost without the prior written approval of the contractor, which approval must indicate a maximum amount which may be paid.

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Section C - Statement of Work

Statement of Work

The Contractor shall perform in accordance with the Statement of Work set forth within Attachment 11 to this contract.

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Section D - Packaging and Marking

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 shall include a descriptive title, the author's name(s), the contractor's name, the name of the A.I.D. project office, and the publication or issuance date of the report.

D.2 Supplies and Commodities

Any supplies and equipment/commodities purchased and shipped or provided by the Contractor hereunder shall be marked in accordance with the clause of this contract entitled, "Marking" (AIDAR 752.7009). Unless otherwise specified, all commodities shipped overseas shall be in accordance with the supplier's standard commercial export packaging.

Section E - Inspection and Acceptance

INSPECTION AND ACCEPTANCE

1. RESPONSIBLE OFFICIAL

In accordance with the clauses of this contract entitled, "Inspection of Services - Cost Reimbursement" (FAR 52.246-05) and "Limitation of Liability - Services" (FAR 52.246-25), inspection and acceptance of all services and supplies required hereunder shall be made only by the cognizant A.I.D. Project Officer (see Section G of this contract), and not by any official of a USAID Mission or any other A.I.D. office. Inspection and acceptance of services and supplies by the cognizant A.I.D. Project Officer shall form the basis for payments to the contractor.

2. PLACE OF INSPECTION AND ACCEPTANCE

A.I.D. inspection and testing of services and reports and other deliverables required hereunder, if any, shall take place in Washington, DC at EUR/DR, located at New State.

3. 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.

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Section F - Deliveries or Performance

DELIVERIES OR PERFORMANCE

F.1 PERIOD OF CONTRACT

The effective date of this contract is the date of signature by the A.I.D. Contracting Officer and the estimated completion date is twenty months thereafter.

F.2 Reports

The contractor shall comply with all the reporting requirements identified in Section C of this contract.

F.3 Place of Performance

- a. Performance of this contract shall be in the Washington, D.C. metropolitan area, at the Contractor's and any subcontractor's facilities in the United States, and those countries to which the cognizant A.I.D. Project Officer, in accordance with Section H of this contract and the clauses of this contract entitled "Travel and Transportation" (AIDAR 752.7002) and "Personnel" (AIDAR 752.7027), approve international travel for performance of the work.
- b. All reports shall be delivered to the AID cognizant project officer at the following address:

Agency for International Development
EUR/DR/EI, RM. 4440, NS
Attn: Mr. Robert Archer
Washington, D.C. 20523
- c. All addresses for host country delivery of reports shall be provided to the Contractor upon completion of the reporting requirement.

F.4 Schedule of Work

All tasks set forth in the Statement of Work shall be performed in accordance with the Statement of Work in Section C and any schedules as negotiated.

F.5 Applicable Clauses

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

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

752.7026 Reports (OCT 1989)

F.6 Technical Directions

Performance of the work hereunder shall be subject to the technical directions of the cognizant A.I.D. Project Officer. Only the cognizant A.I.D. Project Officer (and not any other A.I.D. official) may issue technical directions. 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 and any modifications issued hereunder, 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 issued by the Contracting Officer. The Contractor shall comply with the clause of this contract entitled "Notification of Changes" (FAR 52.243-07).

F.7 Key Personnel

- a. The following positions and the individuals who occupy these positions are designated as key personnel in the contract:

Team Leader/Engineer under Component #1
Engineers under Component #1
Energy Pricing Analyst under Component #2

- b. The positions specified above are considered to be essential to the work being performed hereunder. All personnel must be individually approved by the A.I.D. Project Officer prior to actual assignment to the project. Unless otherwise agreed to by A.I.D., the Contractor shall be responsible for providing such personnel for performance of this contract. Unless failure to provide the key personnel specified above is beyond the control, and without the fault or negligence, of either the individual or the Contractor, failure to provide such key

personnel may be considered nonperformance by the contractor. Prior to diverting any of the individuals approved by the A.I.D. Project Officer to other programs, the Contractor shall simultaneously notify the Contracting Officer and the A.I.D. Project Officer reasonably in advance and shall submit justification 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 approved individuals. Failure to do so may be considered nonperformance by the Contractor.

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Section G - Contract Administration Data

CONTRACT ADMINISTRATION DATA

1. COGNIZANT A.I.D. PROJECT OFFICER AND PROGRAM ANALYST

The cognizant A.I.D. Project Officer is Robert Archer, EUR/DR/EI, A.I.D/Washington, or the person so designated by the Director, EUR/DR, A.I.D./Washington.

2. PAYING OFFICE

The paying office, and the office to which requests for payment shall be sent is:

Agency for International Development
Office of Financial Management
FA/FM/CMPD/DC, Room 700, SA-2
Washington, D.C. 20523-0209

When submitting documentation for payment in accordance with AIDAR Clause 752.7003, the Contractor shall use the format shown in Attachment 10 for the required certified fiscal report.

3. POST-AWARD CONTRACT ADMINISTRATION OFFICE

The post-award contract administration office is FA/OP/CC/S, A.I.D./Washington.

4. ACCOUNTING DATA

Funds currently obligated in this contract are chargeable as follows:

PIO/T No.	:110-0002-3-262-2826
Appropriation No.	:72-111/21037
Budget Plan Code	:QES1-92-32110-KG-12
Allotment No.	:170-62-110-00-69-21
Amount	:\$730,000
Funding Source	:EUR/DR/EI

5. MODIFICATION NUMBERS

The number of this contract, and the meaning of each data element is as follows:

CCS	-	<u>0002</u>	-	<u>C</u>	-	<u>00</u>	-	<u>2008</u>	-	<u>00</u>
Issuing Office of contract	Last Four Digits of Project No.	A.I.D./W Funded Contract	Order No.	Contract No.	Modifi- cation Number					

Thus, CCS-0002-C-00-2008-01 would refer to the first modification to this contract.

6. SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS SUBCONTRACTING

The Director of the A.I.D./Washington Office of Small and Disadvantaged Business (OSDBU/MRC) is hereby designated as the Contracting Officer's representative, responsible for assisting in monitoring, evaluating, and documenting the Contractor's performance under the clause of this contract entitled "Small Business and Small Disadvantaged Business Subcontracting Plan" (FAR 52.219-09, FEB 1990).

7. 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:

Section H - Special Contract Requirements

SPECIAL CONTRACT REQUIREMENTS

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

In accordance with each of the above clauses of this contract, whereunder the Contractor may not send individuals outside the United States to perform work under this contract without the prior written approval of the Contracting Officer, 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 A.I.D. Project Officer and the USAID Mission 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 of this contract, whichever is less (see Section B of this contract), which are subject to the clauses of this contract entitled "Limitation of Cost" (FAR 52.232.20), (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.

After approval of the proposed international travel, the Contractor shall provide the USAID Mission Director advance notification, with a copy to the A.I.D. Project Officer, of the arrival date and time and flight identification of A.I.D.-financed travelers.

H.2 DEFENSE BASE ACT (DBA) INSURANCE

Pursuant to the clause of this contract entitled "Workers' - Compensation Insurance (Defense Base Act)" (FAR 52.228-03), the contractor shall, during the period of this contract (see section F), provide and maintain such workers compensation insurance or security as the Defense Base Act (42 U.S.C. 1651, et seq.) requires (U.S. citizens and U.S. residents who are hired in the U.S. must be covered by DBA insurance during the period they are performing outside the U.S.). Pursuant to the clause of this contract the contractor shall obtain such coverage from A.I.D.'s current insurance carrier for such insurance. This insurance carrier is CIGNA Corporation, Inc. The CIGNA Coordinator for this DBA program is Wright & Co.; 1400 I Street N.W., Washington, D.C. 20005; telex 440508; telephone (202) 289-0200, or (800-424-9801) outside the Washington area. The costs of DBA insurance are allowable as a direct cost to this contract.

H.3 EMERGENCY LOCATOR INFORMATION

The Contractor agrees to provide the following information to the Mission Administrative 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 with the Part 5 of Section B of this contract entitled "Costs Reimbursable and Logistic Support to the Contractor," 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.

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.

2) Salaries During Travel

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

3) Return of Overseas Employees

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

4) Annual Salary Increases

Annual salary increases may not exceed those provided by the Contractor's established policy and practice. With respect to employees performing work overseas under this contract, one annual salary increase of not more than 6% of the employee's base salary may, subject to the Contractor's established policy and practice, be granted after the employee's completion of each twelve month period of satisfactory services under the contract. Annual salary increases of any kind exceeding these limitations or exceeding the maximum salary of FS-1 may be granted only with the advance written approval of the Contracting Officer.

5) Consultants

No compensation for consultants will be reimbursed unless their use under the contract has the advance written approval of the A.I.D. Project Officer; and if such provision has been made or approval given, compensation shall not exceed, without specific approval of the rate by the Contracting Officer, (1) the current compensation or the highest rate of annual compensation received by the consultant during any full year of the immediately preceding three years or (2) the maximum daily salary rate of FS-1, whichever is less.

6) Third Country and Cooperating Country Nationals

No compensation for third country or Cooperating Country nationals will be reimbursed unless their use under the contract has the prior written approval of the USAID Mission Director or the A.I.D./CTO. 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 A.I.D., paid to personnel of equivalent technical competence. In no event shall compensation for such persons exceed the FS-1 rate, unless approved in advance by the Contracting Officer.

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 paragraph 3 above.

NOTE: The daily rate of a Foreign Service Officer Class 1 (FS-1) is determined by dividing the annual salary by 2087 hours and multiplying the quotient by 8.

NOTE: Any approvals issued pursuant to paragraphs 5, 6 and 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 or the obligated amount of this contract, whichever is less (see Part 2 of Section B of this contract).

8) Work Week

Nonoverseas Employee. The work week for the Contractor's nonoverseas employees shall not be less than the established practice of the Contractor.

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.

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.6 PROCUREMENT AND SUBCONTRACTING

A.I.D. has eligibility rules concerning goods and commodities, commodity-related services, and suppliers of goods and services (other than commodity-related services). These rules are set forth in A.I.D. Handbook 1, Supplement B, which, as amended from time to time, is incorporated by reference as a part of this contract (see the clause of this contract entitled "Source and Nationality Requirements" [AIDAR 752.7004]). The relevant A.I.D. eligibility rules in effect as of the date of this contract are set forth in Section J of this contract. For the purposes of this contract, the following applies:

a. Authorized Geographic Code

- 1) Unless otherwise provided, the Authorized Geographic Code for procurement of goods and services hereunder shall be "000", or the Cooperating Country. The Authorized Geographic Code for nationality of suppliers shall be "000" or the Cooperating Country. This nationality provision does not apply to the employees of contractors and subcontractors, but all contractor and subcontractor employees engaged in providing services under this contract must be citizens of countries included in Geographic Code 000, non-U.S. citizens lawfully admitted for permanent residence in the United States, or the Cooperating country.

2) Local Cost Financing With U.S. Dollars

In the event that the Contracting Officer authorizes the Cooperating Country for procurement of goods and services pursuant to the above subparagraph 1) of this contract, the clause of this contract entitled "Local Cost Financing With U.S. Dollars" (AIDAR 752.7017) shall become applicable. Pursuant to said clause, indigenous goods and imported shelf items shall then become eligible for local cost financing in quantities specified in such waiver, and subject to the restrictions stated in said clause, the waiver, and Chapter 18 of Supplement B to A.I.D. Handbook 1, which, as may from time to time be amended, will be incorporated herein as part of this contract by reference.

3) Restricted Goods

Pursuant to the clause of this contract entitled "Source and Nationality Requirements" (AIDAR 752.7004), the following restricted goods must be specifically approved by the Contracting Officer:

Agricultural Commodities
Motor Vehicles
Pharmaceuticals
Pesticides
Rubber Compounding & Plasticizers
Used Equipment
Fertilizer

4) Nationality of Supplier

a) Suppliers of Goods and Commodities

Except as may be specified elsewhere, the suppliers of goods and commodities shall have their nationality in the United States (A.I.D. Geographic Code 000), or the Cooperating Country, except as the Contracting Officer may otherwise agree in writing.

b) Suppliers of Services (Other Than Commodity-Related Services)

Except as may be specified elsewhere, the suppliers of services (other than commodity-related services) shall have their nationality in the United States (A.I.D. Geographic Code 000), or the Cooperating Country, except as the Contracting Officer may otherwise agree in writing.

5) Exception for Purchase/Procurement Transactions not Exceeding \$5,000

If the proposed purchase/procurement transaction does not exceed \$5,000 excluding transportation costs, all goods and commodities must have their source and origin in any Geographic Code 935 country, may not contain any components from a non-Free World country, and must meet other A.I.D. commodity eligibility requirements.

6) 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 organizations 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.

b. Definitions

1) Source, Origin, Componentry, and Nationality of Supplier

Source, origin, componentry requirements, and nationality of suppliers are defined in Chapter 5 of A.I.D. Handbook 1, Supplement B, which, as may be amended from time to time, is incorporated herein as part of this contract by reference.

2) A.I.D. Geographic Codes

A.I.D. Geographic Codes are defined in Appendix D of A.I.D. Handbook 18, which, as may be amended from time to time, is incorporated herein as a part of this contract by reference.

c. Air Travel and Transportation

Air travel and transportation shall be financed only on U.S. Flag Air Carriers (A.I.D. Geographic Code 000), unless service by such carriers is unavailable (see the clauses of this contract entitled "Preference for U.S.-Flag Air Carriers" [FAR 52.247-63] and "Source and Nationality Requirements" [AIDAR 752.7004]).

d. 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, except as specified in paragraphs (d), (e) and (f) below. 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.

e. Competition in 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 Contracting Officer pursuant to paragraphs (c) above or (e) and (f) below, 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). 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, the Contractor shall compete all other subcontracting opportunities or provide the Contracting Officer with justification for the lack of competition.

f. Automation Equipment

In addition to the requirements of paragraph (c) above and (f) below, 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, M/SER/IRM, before providing any such approvals.

g. Anticipated Purchases

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

Combustion Analyzer
AC Power Analyzer
Heat Spy
One laptop computer

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.

h. Government Property

With respect to nonexpendable equipment purchased by the Contractor hereunder, the Contractor shall comply with all requirements of the clauses of this contract entitled "Government Property (Cost Reimbursement, Time-and-Material, or Labor-Hour Contracts)" (FAR 52.245-05) and "Government Property -- A.I.D. Reporting Requirements" (AIDAR 752.245-70).

i. 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) and, if applicable, "Small Business and Small Disadvantaged Business Subcontracting Plan" (FAR 52.219-09).

H.7 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 State. 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.8 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 A.I.D., 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]).
- 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.9 SUBMISSION OF COMPLETION VOUCHER

The clause of this contract entitled "Allowable Cost and Payment" (FAR 52.216-7) 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 insure 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 will have up to one (1) year after completion of the contract effort, (or longer, as the Contracting Officer may approve in writing) or until 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.10 ORGANIZATION CONFLICTS OF INTEREST

It is understood and agreed that some of the activities proposed hereunder may place the contractor or its personnel or its subcontractors or their personnel in the position of having any organizational conflict of interest, i.e., because of other activities or relationships with other persons (a) the contractor (or its personnel or its subcontractors or their personnel) is unable or potentially unable to render impartial assistance or advice; or (b) the contractor's (or its personnel or its subcontractors' or their personnel) objectively in performing the contract activity is or might be impaired; or (c) the contractor or its personnel or its subcontractors or their personnel) may receive an unfair competitive advantage. To preclude or mitigate any potential conflicts of interest, the contractor agrees not to undertake any activity which may result in an organizational conflict of interest (further discussion of organizational conflicts of interest may be found in FAR 9.5) without first notifying the contracting officer for such potential conflict of interest and receiving the contracting officer's approval to undertake such activities. The contracting officer's approval to undertake a such activities may be based on the contracting officer's determination that an organizational conflict of interest was identified in the contractor's proposal for the delivery order.

The contracting officer's approval to undertake such activities may be based on the contracting officer's determination that an organizational conflict of interest does not exist, or may be conditioned on the placement by the contracting officer and acceptance by the contractor of restrictions on the contractor's (or its personnel or its subcontractors or their personnel) future activities, as permitted by FAR 9.5. If it is discovered that the contractor (or its subcontractor personnel) engaged in any activities which constitute an organizational conflict of interest without having first obtained the contracting officer's approval to undertake such activities, restrictions as permitted by FAR 9.5 on the contractor's (and its or its subcontractor personnel) future activities may be placed unilaterally by the contracting officer, and other remedies (including termination for default and those permitted by the clause of this contract entitled "Price of Fee Adjustment for Illegal for Improper Activity" (FAR 52.203-10) for violations of Section 27 of the Federal Procurement Policy Act (41 U.S.C. 423), as amended by Section 814 of Pub. L. 101-1891), may be taken by A.I.D. If it is discovered that the contractor (or its personnel or its subcontractors or their personnel) engaged in any activities in violation of the restrictions placed by the contracting officer on the contractor's (or its or its subcontractor's personnel) future activities, other remedies (including termination for

default and those permitted by the clause of this contract entitled "Price or Fee Adjustment for Illegal or Improper Activity" (FAR 52.203-10) for violations of Section 27 of the Office of Federal Procurement Policy Act (41 U.S.C. 423), as amended by Section 814 of Pub. L. 101-189), may be taken by A.I.D. Nothing in this provision precludes the application of any other remedies available to A.I.D. by law, regulation, or other provisions of this contract.

H.11 PROCUREMENT INTEGRITY

It is understood and agreed that some of the contract activities proposed hereunder may require that the contractor (or its personnel or its subcontractor or its personnel) serve as Procurement Officials (as defined in FAR 3.104-4(h) and as determined by the contracting officer, and/or having access to or developing proprietary or source selection information for, and during the conduct of, another procurement toward which the work under the proposed activity would be directed. In order to serve as a Procurement Official or to have access to proprietary or source selection information, neither the contractor, nor any of its or its subcontractors or their personnel who serve as Procurement Officials or who have access to proprietary or source selection information, may be a "competing contractor" (as defined in FAR 3.104-4(b), i.e., if the contractor (or its personnel or its subcontractors or their personnel) is, or is reasonable likely to become, a competitor for, or the recipient of, a contract or subcontract under the procurement for which they are serving as Procurement Officials or have access to proprietary or source selection information while performing the proposed activity).

Thus, engaging in the activity would foreclose the opportunity for the contractor (or its personnel or its subcontractors or their personnel) to be a "competing contractor" on that other procurement, and appropriate restrictions on future participation in that other procurement would be imposed. In addition, if the contractor, or any of its or its subcontractor personnel do serve as Procurement Officials or do have access to proprietary or source selection information, they will be subject to Sections 27(a), (b), and (d) of the Office of Federal Procurement Policy ACT (41 U.S.C. 423), as amended by Section 814 of Pub. L. 101-189, and as implemented in FAR 3.104. As a precondition to serving as a Procurement Official or having access to proprietary or source selection information each such individual will be required to submit the Procurement Integrity Certification for Procurement Officials, set forth in Section J of this contract (see the clause of this contract entitled 'Procurement Integrity - Service Contracting' FAR 52.203-13). Neither the contractor nor any of its or its subcontractors or their personnel may disclose such information to any unauthorized person. Violations of Sections 27(1), (b), or (d) of the Office of Federal Procurement Policy Act (41 U.S.C. 423), as amended by

Section 814 of Pub. L. 101-189, and as implemented in FAR 3.104, by the contractor or any of its or its subcontractor personnel may result in contractual, civil, and/or criminal penalties as permitted by law (see also the clause of this contract entitled "Price or Fee Adjustment for Illegal or Improper Activity" (FAR 52.203-101). Nothing in this provision precludes the application of any other remedies available to A.I.D. by law, regulation, or other provisions of this contract.

H.12 Representations, Certifications and Other Statements of the Contractor

The Representations, Certifications and Other Statements of the Contractor, dated 14 February 1992 and 18, February 1992, for this contract are hereby incorporated by reference.

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Section I - Contract Clauses

CONTRACT CLAUSES

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

52.252-02 - Clauses Incorporated by Reference (JUN 1988)

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

52.202-01	Definitions (APR 1984)
52.203-01	Officials Not to Benefit (APR 1984)
52.203-03	Gratuities (APR 1984)
52.203-05	Covenant Against Contingent Fees (APR 1984)
52.203-06	Restrictions on Subcontractor Sales to the Government (JUL 1985)
52.203-07	Anti-Kickback Procedures (OCT 1988)
52.203-09	Requirement for Certificate of Procurement Integrity - Modification (NOV 1990)
52.203-10	Remedies for Illegal or Improper Activity (SEP 1990)
52.203-13	Procurement Integrity - Service Contracting (SEP 1990)
52.209-06	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment (JUN 1991)
52.212-13	Stop-Work Order (AUG 1989)
52.215-01	Examination of Records by Comptroller General (APR 1984)
52.215-02	Audit-Negotiation (DEC 1989)
52.215-08	Amendments to Solicitations (DEC 1989)
52.215-09	Submission of Offers (DEC 1989)
52.215-10	Late Submission, Modifications, and Withdrawals of Proposal (DEC 1989)
52.215-16	Contract Award (JUL 1990)
52.215-22	Price Reduction for Defective Cost or Pricing Data (JAN 1991)
52.215-24	Subcontractor Cost or Pricing Data (APR 1985)

52.215-30	Facilities Capital Cost of Money (SEP 1987) <u>1</u> /
52.215-31	Waiver of Facilities Capital Cost of Money (SEP 1987)
52.215-33	Order of Precedence (JAN 1986)
52.216-07	Allowable Cost and Payment (JUL 1991)
52.216-08	Fixed Fee (APR 1984)
52.219-08	Utilization of Small Business Concerns and Small Disadvantaged Business Concerns (FEB 1990)
52.219-13	Utilization of Women-Owned Small Businesses (AUG 1986)
52.220-01	Preference for Labor Surplus Area Concerns (APR 1984)
52.220-03	Utilization of Labor Surplus Area Concerns (APR 1984)
52.222-03	Convict Labor (APR 1984)
52.222-26	Equal Opportunity (APR 1984)
52.222-28	Equal Opportunity Preaward 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)
52.223-02	Clean Air and Water (APR 1984)
52.223-06	Drug-Free Workplace (JUL 1990)
52.225-11	Restrictions on Certain Foreign Purchases (APR 1991)
52.225-13	Restrictions on Contracting With Sanctioned Persons (APR 1991)
52.227-01	Authorization and Consent (APR 1984)
52.227-02	Notice and Assistance Regarding Patent and Copyright Infringement (APR 1984)
52.227-09	Refunds of Royalties (APR 1984)
52.227-11	Patent Rights-Retention by the Contractor (Short Form) (JUN 1989)
52.227-13	Patent Rights - Acquisition by the Government (JUN 1989)
52.227-14	Rights in Data - General (JUN 1987)
52.228-03	Workers' Compensation Insurance (Defense Base Act) (APR 1984)
52.228-04	Workers Compensation and War- Hazard Insurance Overseas (APR 1984)

52.229-08	Taxes-Foreign
52.230-03	Cost-Reimbursement Contracts (MAR 1990)
52.230-04	Cost Accounting Standards (SEP 1987) 2/
52.230-05	Administration of Cost Accounting Standards (SEP 1987) 2/
52.232-17	Disclosure and Consistency of Cost Accounting Practices (SEP 1987) 2/
52.232-20	Interest (JAN 1991)
52.232-22	Limitation of Cost (APR 1984)
52.232-23	Limitation of Funds (APR 1984)
52.232-25	Assignment of Claims (JAN 1986)
52.232-28	Prompt Payment (APR 1989)
52.233-01 and Alternate I	Electronic Funds Transfer Payment Methods (APR 1989)
52.233-03	Disputes (APR 1984)
52.237-02	Protest After Award (AUG 1989)
52.237-03	Protection of Government Buildings, Equipment and Vegetation (APR 1984)
52.237-08	Continuity of Services (JAN 1991)
52.242-01	Severance Payments to Foreign Nationals Employed Under a Service Contract Performed Outside the United States (JAN 1991)
52.242-13	Notice of Intent to Disallow Costs (APR 1984)
52.243-02, Alternate II	Bankruptcy (APR 1991)
52.243-07	Changes - Cost Reimbursement (AUG 1987)
52.244-02	Notification of Changes (APR 1984)
52.244-05	Subcontracts (Cost Reimbursement and Letter Contracts) (JUL 1985)
52.245-04	Competition in Subcontracting (APR 1984)
52.245-05	Government-Furnished Property (Short Form) (APR 1984)
52.246-03	Government Property (Cost Reimbursement Time-and-Material, or Labor-Hour Contracts) (JAN 1986)
52.246-05	Inspection of Supplies - Cost Reimbursement (APR 1984)
52.246-23	Inspection of Services - Cost Reimbursement (APR 1984)
52.246-25	Limitation of Liability (APR 1984)
52.247-01	Limitation of Liability - Services (APR 1984)
52.247-63	Commercial Bill of Lading Notations (APR 1984)
	Preference for U.S. Flag Air Carriers (APR 1984)

52.247-64, Alternate I	Preference for Privately Owned U.S. Flag Commercial Vessels (APR 1984)
52.249-06	Termination (Cost Reimbursement) (MAY 1986)
52.249-04	Termination for Convenience of the Government (Services) (Short Form) (APR 1984)
52.249-14	Excusable Delays (APR 1984)
752.202, Alternate 70	Definitions (JAN 1990)
752.202, Alternate 72	Definitions (DEC 1986)
752.203-01	Officials Not to Benefit (APR 1984)
752.219-08	Utilization of Small Business Concerns and Small Disadvantaged Business Concerns (APR 1984)
752.228-03	Worker's Compensation Insurance (Defense Base Act) (APR 1989)
752.245-70	Government Property-A.I.D. Reporting Requirements (APR 1984)
752.245-71	Title To and Care of Property (APR 1984)

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- 1/ These clauses only apply if the Contractor is a commercial (for-profit) firm.
 - 2/ Applicability to be determined. The clauses entitled "Cost Accounting Standards" (FAR 52.230-03) and "Administration of Cost Accounting Standards" (FAR 52.230-04) shall apply if the Contractor is not exempt from Cost Accounting Standards (CAS) (See Section K.1.p. of the solicitation). The clause entitled "Disclosure and Consistence of Cost Accounting Practices" (FAR 52.230-05) shall apply if the Offeror is not exempt from CAS but is eligible for modified CAS coverage (See Section K.1.p. of the solicitation).

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 (APR 1989)
752.7005	Language, Weights, and Measures (APR 1984)
752.7006	Notices (APR 1984)
752.7007	Personnel Compensation (AUG 1984)
752.7008	Use of Government Facilities or Personnel (APR 1984)
752.7009	Marking (APR 1984)
752.7010	Conversion of U.S. Dollars to Local Currency (APR 1984)
752.7013	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) <u>3/</u>
752.7025	Approvals (APR 1984)
752.7026	Reports (OCT 1989)
752.7027	Personnel (DEC 1990)
752.7029	Post Privileges (DEC 1990)
752.7030	Inspection Trips by Contractor's Officers and Executives (APR 1984)
752.7031	Leave and Holidays (OCT 1989)
752.7032	International Travel Approval and Notification Requirement (JAN 1990)

3/ See Section H of this contract.

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I.2 52.252-04 - Alterations in Contract (APR 1984)

Portions of this contract are altered as follows:

- a. The following is added to Clause 52.219-08 entitled "Utilization of Small Business Concerns and Small Disadvantaged Business Concerns (APR 1984)" in accordance with AIDAR 752.219-08:

"AID small business provision. To permit AID, in accordance with the small business provisions of the Foreign Assistance Act, to give small business firms an opportunity to participate in supplying equipment, supplies and services financed under this contract, the Contractor shall, to the maximum extent possible, provide the following information to the Office of Small and Disadvantaged Business Utilization (PRE/SDB), AID, Washington, D. C. 20523, at least 45 days prior to placing any order in excess of five thousand dollars (\$5,000), except where a shorter time is requested of, and granted by PRE/SDB:

- (1) Brief general description and quantity of commodities or services;
- (2) Closing date for receiving quotations or bids; and
- (3) Address where invitations or specifications may be obtained."

- b. The following is inserted preceding the text of Clause 52.245-04 entitled "Government Furnished Property (Short Form) (APR 1984)" in accordance with AIDAR 752.245-70:

"The term 'Government furnished property' wherever it may appear in the following clause, shall mean (1) non-expendable personal property owned by or leased to the U.S. Government and furnished to the contractor and (2) personal property furnished either prior to or during the performance of this contract by any U.S. Government accountable officer to the contractor for use in connection with performance of this contract and identified by such officer as accountable. The term 'government property', wherever it may appear in the following clause, shall mean government-furnished property and non-expendable personal property title to which vests in the U.S. Government under this contract. Non-expendable property, for purposes of this contract, is defined as 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."

- c. The following is inserted following the text of Clause 52.245-04 entitled "Government Furnished Property (Short Form) (APR 1984)" in accordance with AIDAR 752.245-70:

"Reporting Requirements: The contractor will submit an annual report on all non-expendable property in a form and manner acceptable to AID substantially as follows:

- d. The F.A.R. clause at 3.102-2 is modified to specify that it refers to United States officials.

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**ANNUAL REPORT OF GOVERNMENT PROPERTY
IN CONTRACTOR'S CUSTODY**

(Name of Contractor)

As of (End of Contract Year), 19

	Motor vehicles	Furniture and furnishings Office Living quarters	Other nonexpendable property
A. Value of property as of last report.			
B. Transactions during this reporting period.			
1. Acquisitions (add):			
a. Purchased by contractor <u>1</u> /			
b. Transferred from AID <u>2</u> /			
c. Transferred from others-without reimbursement <u>3</u> /			
2. Disposals (deduct):			
a. Returned to AID			
b. Transferred to AID- Contractor Purchased			
c. Transferred to other Government agencies <u>3</u> /			
d. Other disposals <u>3</u> /			
C. Value of property as of reporting date.			
D. Estimated average age <u>of contractor-held</u> <u>property.</u>			

Years Years Years Years

I attest that (1) physical inventories of Government property are taken not less frequently than annually; (2) the accountability records maintained for Government property in our possession are in agreement with such inventories; and (3) the total of the detailed accountability records maintained agrees with the property value shown opposite line C above, and the estimated average age of each category of property is as cited opposite line D above.

Authorized Signature:

1/ Property which is complete in itself, does not lose its identity of 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.

2/ Government furnished property listed in this Contract as non-expendable.

3/ Explain if transactions were not processed through or otherwise authorized by AID.

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Attachments 1-10 are not attached to this contract the
next page is Attachment 11, Scope of Work

**SCOPE OF WORK
(Byelorussia, Ukraine, Armenia)**

Component #1: HEATING SYSTEM ENERGY EFFICIENCY IMPROVEMENT

(NOTE: Scope of Work for Component #1 is to be done in each country, except that the policy and institutional analysis shall focus on Ukraine.)

I. BACKGROUND

The United States has recognized the independent republics of Russia, Byelorussia, Ukraine, Armenia, Kazakhstan, and Kyrgyzstan, which are part of the new Commonwealth of Independent States. All these republics face serious problems this winter in meeting energy needs due to the disruption of economic and trading relations and the abolishment of the central Soviet government. Power plants, factories and residential consumers are experiencing reduced energy supplies due to declining energy production, the switch to hard currency payments for energy product trade between republics, the collapse of centralized distribution systems, and the hoarding of supplies in expectation of price increases. Reports indicate that problems with central district heating systems in a number of cities are resulting in lack of heat for substantial numbers of residential consumers.

II. PURPOSE

The purpose of the work is to improve in the short-term the efficiency of the district heating systems. The objectives are to (1) foster improved management of energy use in the heating plants by identifying and implementing immediately cost-effective "low cost-no cost" energy efficiency improvements, (2) transfer energy auditing and management techniques including financial and economic analysis techniques, and (3) provide equipment support to implement low-cost options, improve monitoring and energy management, and identify additional energy efficiency opportunities.

To accomplish these objectives the scope of work includes the following:

- (1) Reconnaissance to identify district heating plants, prepare implementation plan and work out arrangements, including subcontracting for local technical and logistical support;
- (2) Conduct of energy audits and training in the plants;
- (3) Procurement of energy efficiency equipment;

- (4) Assistance in implementation of equipment and audit recommendations;
- (5) Analysis of policy, institutional and investment decision-making processes affecting performance and efficiency of district heating plants;
- (6) Wrap-up seminar for management and technical staff.

USAID will establish government cooperation with the program and identify a central point of contact; contractor will be responsible for establishing heating plant point of contact and subcontracts for local technical and logistical assistance.

III. SCOPE OF WORK

The following tasks will be done in three states in the Commonwealth of Independent States (CIS).

1. Screening Phase

-Collect heating system data and meet with key personnel to identify candidate heating plants where energy efficiency savings can be accomplished.

--Prepare with country counterpart a plan to conduct preliminary energy audits of up to 3 heating systems that (a) have potential for significant energy savings, and (b) can lead to wider replication.

-Identify heating systems to be audited and provide rationale and data supporting proposed program; establish plant-level counterparts; get concurrence on schedule and role of host country individuals regarding logistics, identification of participants in seminar and on-the-job audit training; get preliminary commitment to implement audit recommendations including some low-cost investments (e.g., insulation); arrange clearance process for contractor's audit equipment and equipment to be purchased for heating plants to implement efficiency measures.

-Get concurrence on proposed audit program plan from AID and the host country counterpart.

2. Industrial Plant Energy Audit/Training Phase

-Provide a technical seminar; topic to be defined in reconnaissance (e.g., audit methodology with emphasis on financial methods, energy management such as Boiler/Furnace tuneup practices, steam system maintenance, etc.).

-Perform a "focused" energy audit of heating system that addresses short-term management (housekeeping) and low-cost equipment opportunities with economic paybacks. This will be a "training" audit including a manageable number of technical staff (up to 10) that will participate in the audit with the team. Provide a standard audit report that (a) identifies short-term no-cost/low-cost efficiency measures with savings potential and paybacks, (b) provides implementation priorities and plan, (c) identifies equipment needs and source (in-country or U.S.), and (d) provides preliminary identification of energy conservation opportunities (ECOs) requiring larger capital investment, training and longer-term management improvements. The audit work will employ appropriate instrumentation such as flow meters, pyrometers, flue gas analyzers, etc. to allow testing during typical operations.

-Assess overall technical and management capabilities, plant energy efficiency, and capital investment decision-making processes for each plant; assess plant and overall government or heating organization procedures for identifying and executing energy saving investments requiring (a) management changes, and (b) capital investment.

-Develop equipment specifications and other documentation required for procurement of U.S. equipment; procure equipment, arrange customs clearance and delivery to plant.

-Organize workshop on heat system energy efficiency and present audit results, policy issues and options and recommendations for future efficiency activities.

3. Implementation Phase (Follow-up visit)

-Review implementation steps undertaken by plant; assist completion of implementation of recommendations,

-provide training and assistance on use and installation of purchased equipment,

-based on discussions with plant personnel and minor additional audit work, if necessary, refine the audit report and recommendations for short- and long-term actions.

-Measure actual energy savings as a result of audit and equipment installation; if measurement is not possible estimate with rationale for method of estimation.

4. Analysis of Factors Influencing The Efficient Provision of Heat

Prepare a Policy and Institutional Analysis Report designed to:

-describe the current management practices and investment decision-making process for energy efficiency at the plant level and the role of government entities including the heating organizations.

-analyze the policy and institutional factors influencing the provision of heat and the plant level decision-making process for energy efficiency investments and management improvements.

-describe possible reforms under consideration (e.g., restructuring, privatization, price reform, etc.) and their likely impact on energy efficiency management, investment decision-making and provision of services and equipment.

-Identify options (e.g., technical, policy, institutional and financial) for enhancing energy efficiency management and investment climate at the national level and the plant.

Present the paper at the Workshop given at the end of the audit and equipment installation.

IV. DELIVERABLES

PLANT AUDIT REPORT: Each heating plant and heating organization will be provided draft and final standard audit reports defining the short-term energy efficiency measures and paybacks, implementation priorities and plan, equipment needs, training requirements, preliminary identification of energy conservation opportunities requiring capital investment and longer term management improvements.

The report will also describe current energy consumption and method of monitoring energy savings. Two copies of the draft audit report will be provided to the plant, one copy to each local government counterpart and two to the Agency for International Development, Bureau for Europe, Office of Development Resources, Energy and Infrastructure Division (AID/EUR/DR/EI). Ten copies of the final industry audit report will be provided to the plant and government and five copies to AID/EUR/DR/EI.

POLICY AND INSTITUTIONAL ANALYSIS REPORT: Contractor will provide an analysis of the policy and institutional factors (including financial institutions) influencing energy efficiency investment decision-making. The report will include recommendations to address the findings and conclusions. The draft will contain an appendix with preliminary recommendations for a medium term energy efficiency program that could be supported by USAID and others. It should address the need for technical assistance, training and financial assistance. Two copies of a draft report will be provided to both the host country counterpart and AID/EUR/DR/EI. Twenty copies of the final policy and institutional analysis will be provided to AID/EUR/DR/EI and twenty to the host-country government.

PROJECT PLAN AND TRIP REPORTS: Contractor will provide a Project Plan after the reconnaissance to be approved by AID/EUR/DR/EI and trip reports after each trip.

V. ILLUSTRATIVE SCHEDULE

Day 1-15: Team Leader performs reconnaissance trip to countries.

Day 30-60: Technical personnel go to countries and perform audit/training activities in 3 heating systems (1-1 1/2 weeks per plant).

Day 90-120: Procurement of energy efficiency equipment.

Day 75-105: Policy analyst goes to country and prepares policy and institutional analysis; submits draft report to government and AID.

Days 120-150: Technical teams return to country to facilitate implementation of recommendations, revise draft audit report, provide equipment training and installation.

Day 180: One to two day Workshop for plant management, technical personnel, energy officials and others.

Illustrative Schedule for Single Plant Visit (1 1/2 weeks)

Monday: Half day plant familiarization; half day seminar
Tuesday: "Focused" energy audit with 10 training participants
Wednesday: Audit continues
Thursday: Audit continues
Friday: Audit continues
Saturday: Audit Continues/audit draft report begun
Monday: Draft audit report prepared
Tuesday: Draft audit presented to plant personnel and trainees

VI. PERSONNEL

The following personnel are required:

Team Leader/Engineer
Engineers (3)
Policy Analyst
Procurement Specialist
Secretary