

690-11-140-055-3
6900095-3
PD-AAC-235



The COOPERATIVE LEAGUE of the USA

a national federation of cooperatives

Stanley Dreyer, president

SWAZILAND CONTRACT CHRONOLOGY

June 29, 1977

1. October 19, 1976.- The request for proposals appeared in the Commerce Business Daily.
2. October 20, 1976.- CLUSA received from AID/Washington a copy of the RFP.
3. October 21, 1976.- Request for travel approval of Lewis Townsend to Swaziland to meet and discuss with Swazi officials the AID proposed cooperative and marketing project sent to PHA/PVC which subsequently approved. Cable from Mission stated it welcomed any and all visitors to discuss project.
4. October 22, 1976.- Copies of loan agreement and Project Paper requested from AID/Washington - Swaziland Desk Officer by letter. (We did not receive a response to this request).
- *5. October 29-November 6.- Townsend travels to Swaziland to discuss project. Townsend was given access to Project Paper during visit.
6. November 15, 1976.- CLUSA submitted proposal for Swaziland to AID/Washington-Contract Office. The other cooperative organization submitting a proposal was ACDI.
7. December 20, 1976.- Request for travel approval of Lewis Townsend to Tanzania, Swaziland, Lesotho, Botswana and Zambia sent to PHA/PVC which approved.
- *8. January 7, 1977.- CLUSA was one of four organizations selected by AID for interviews in Washington by AID/Swaziland personnel and the Permanent Secretary of the Ministry of Commerce and Cooperatives, Government of Swaziland. This interview took place in the CLUSA offices. (Technical evaluation criteria from the RFP is attached as Annex A)
9. Week of January 24.- CLUSA advised by AID/Washington officials that CLUSA's proposal had been selected from those proposals submitted, and invited CLUSA to negotiate the details of the contract.

1828 L Street, Northwest, Washington, D.C. 20036
202-872-0550
CABLE: CLUSA

Roman N. Eller, chairman of the board
Dean Jeffers, vice chairman

10. February 1, 1977 through April 28.- A series of meetings took place between CLUSA personnel and AID/Washington personnel to discuss details of the contract.
- *11. February 1 through March 4.- Townsend travel to Uruguay, Swaziland, Botswana and Zambia for project exploration and review.
- *12. April 4 through 6.- CLUSA personnel met at FARMLAND in Kansas City to conduct final interviews with persons assigned to the project.
13. April 22.- First draft of Swaziland contract provided to CLUSA for review. CLUSA responded with several suggested changes.
14. April 28.- Revised draft of Swaziland contract incorporating some of the foregoing suggested changes provided to CLUSA.
15. On May 3, CLUSA was advised by AID/Washington by phone that the revised draft of the contract was being submitted to the AID General Counsel for review.
- *16. May 12 - 13.- Townsend of CLUSA, on DPG funds, and Felder, on CLUSA funds, visited Swaziland together to give Felder an opportunity to become acquainted with the project design and concept, project personnel from U.K. and Sweden, and the GOS and AID/Swaziland personnel who would be involved in the implementation. During this visit the GOS took the following actions:
 - a. Expedited approval of five of our six proposed CLUSA team members.
 - b. Expedited with the Public Works Department completion of construction of residences for the expatriate personnel;
 - c. Authorized Dr. Felder to stop in London on his return to the US and inform Youngjohns of British ODM that the official request from the GOS to ODM for an accountant was being forwarded; and
 - d. Took systematic and effective action to arrange for selection of high caliber CCU personnel for training.
17. May 17.- CLUSA was advised verbally by AID/Washington that the procurement for the Swaziland project might have to be cancelled because of "major deviations from AID procurement procedures".
18. May 20.- Felder requested James O'Neill, CLUSA attorney, who had been working on the contract negotiations, to look into the matter. Later Felder requested the AID Assistant and Deputy Assistant Administrators, Bureau for Population and Humanitarian Assistance (PHA) to intervene and consult with Bureau for Africa regarding the mitigating circumstances and possible negative implications for CLUSA policy and practical day-to-day operations, should

cancellation of the procurement take place. Emphasis was placed on the following:

- a. Involvement of and obligations to member organizations in recruitment of personnel for the project.
 - b. Specific approvals and actions by the Swazi government during Feider's visit to Swaziland and subsequent expectations of CLUSA by the Swazi government.
 - c. International cooperative implications relating to input of cooperative personnel and resources by the Swedish and British governments and the involvement of ILO all in the same project.
 - d. The multinational nature of the project as a model for other countries cited by Youngjohns, the British ODM representative at the ADC workshop in London on the 5th and 6th of June, 1977 and by Dan Nyanjon, ICA at the ADC workshop in Nairobi on 9 and 10 of May, 1977.
19. From information provided by the Assistant Administrator's office, PHA, and the Office of Contract Management, to the CLUSA attorney and subsequently to CLUSA staff direct, the following was understood:
- a. There had been some major deviations from AID procurement procedures which were internal AID matters.
 - b. CLUSA personnel have in no way been guilty of indiscretion, illegal or improper action.
 - c. AID/Washington advised AID/Swaziland by cable on or about May 19 of their intention to cancel the procurement due to "major deviations from AID procurement procedures", and requested AID/Swaziland to so inform the GOS and simultaneously ascertain whether the GOS would be willing to accept another contractor in case CLUSA were not selected following re-procurement.
 - d. AID/Swaziland responded to the cable expressing alarm and great concern and requested AID/Washington to refrain from further action until AID/Swaziland could meet with the GOS Ministry of Finance and Planning.
20. May 26.- Assistant Administrator, PHA advised verbally that CLUSA should await word from AID/Washington as to the result of the AID/Swaziland meeting with the GOS Ministry of Finance and Planning referred to in 19d.
21. June 10.- Letter from Felder to Ulinski requested that if the cable expected from AID/Swaziland did not resolve the matter such as to allow CLUSA to sign a contract within a reasonable period (CLUSA would

prefer ten to thirty days after receipt of the cable by AID/Washington) then CLUSA would be given the opportunity to meet with someone authorized to act for the Assistant Administrator of the Bureau for Africa, and any other cognizant AID personnel before further action is taken regarding the procurement. During the meeting CLUSA would be given an opportunity to explain the various mitigating circumstances as to how AID's adverse decision would affect CLUSA's ability to call on our membership when recruiting persons for overseas assignments in the future.

- *22. June 10.- PHA/PVC was sent a copy of a draft cable which CLUSA felt it was obligated to send to the Government of Swaziland in all courtesy. CLUSA invited comments or suggestions from PHA and the Africa Bureau. We were informed by PHA that the cable was appropriate and the cable was sent (see Annex "B").
23. Week of June 13.- CLUSA learned from various sources within AID that a reply had been received from AID/Swaziland but we did not learn the details of the reply.
24. June 13 - June 26.- The Assistant Administrators Office (PHA) had been attempting to meet with cognizant people of the Bureau for Africa. During this period, Felder advised AID that we had lost one of our candidates.
25. June 27.- CLUSA was informed verbally by PHA that a meeting took place between PHA and the Bureau for Africa and other cognizant AID personnel and that someone from the Bureau for Africa (possibly Tom Quimby) would be telephoning Felder the same day to arrange a meeting with CLUSA not later than June 29. During the meeting between PHA and the Bureau, the Bureau for Africa was informed that Felder was leaving for a cooperative meeting in Europe on June 30 or July 1, and the Bureau for Africa was requested to expedite the meeting with CLUSA referred to in # 21 above.

Swazi chronology

-5-

26. June 29 (?) Felder and O'Neill met with Tom Quimby and his staff to review chronology of events and discuss alternate solutions.
27. July 1 -- CLUSA informed by AID/Washington of decision to approach Government of Swaziland with proposal to amend PRO/AG to allow for direct host country contract.
28. July 6 -- AID/W cables OSARAC instructions
- *29. July 6 -- Felder advises British ODM of steps being taken by AID/W to resolve problems
- *30. July 6 -- Lane and Townsend lunch with Kean of OSARAC in Washington to discuss steps and procedures to be followed in regards to CLUSA contacts with GOS.
31. July 8 -- OSARAC requests more information. AID/W replies that Kean of OSARAC is hand carrying details and arriving by July 11.
32. July 25 -- OSARAC informs contact made with Ministry of Finance and Planning to be followed by July 26 meeting with Permanent Secretary, Ministry of Commerce and Co-ops.
33. July 27 -- OSARAC cabled AID/W informing that the Permanent Secretary of Ministry of Commerce and Co-ops rejected idea of GOS taking on responsibility for direct contract. CLUSA informed by AID/W.

Swazi chronology

-5-

34. July 28 -- Stan Dreyer called Tom Quimby to advise of CLUSA cable to Permanent Secretary of Commerce and Co-ops.
- *35. July 29 -- CLUSA sends cable to Permanent Secretary of MCC. Copies to OSARAC, Charge d'affaires of U.S. Embassy and AID/W.
36. July 29 -- One CLUSA candidate for a senior position advises that he has a firm offer pending from ILO for another project and cannot continue to wait past August 6.

690055 (4)
PD-ACC-235

AID 1350-1
(7-71)

DEPARTMENT OF STATE
AGENCY FOR
INTERNATIONAL DEVELOPMENT

PIO/T

PROJECT IMPLEMENTATION
ORDER TECHNICAL
SERVICES

1. Cooperating Country
SWAZILAND

Page 1 of 7 Pages 7

2. PIO/T No.
690-055-3-70054

3. Original or
Amendment No. _____

4. Project/Activity No. and Title
690-0055
SWAZILAND COOPERATIVES AND MARKETING

DISTRIBUTION

5. Appropriation Symbol
72-11X1023

6.A. Allotment Symbol and Charge
402-52-690-00-69-71

6.B. Funds Allotted to:
 A.I.D. Mission

7. Obligation Status
 Administrative Reservation Implementing Document

8. Funding Period (Mo., Day, Yr.)
From _____ To _____

9.A. Services to Start (Mo., Day, Yr.)
Between SEE BLOCK 14 and _____

9.B. Completion date of Services
(Mo., Day, Yr.)
SEE BLOCK 14

10.A. Type of Action
 A.I.D. Contract Cooperating
Country Contract Participating Agency
Service Agreement Other

10.B. Authorized Agent
AID/W

Estimated Financing		(1)	(2)	(3)	(4)
		Previous Total	Increase	Decrease	Total to Date
11.					
Maximum A.I.D. Financing	A. Dollars		230,000		230,000
	B. U.S.-Owned Local Currency				
12. Cooperating Country Contributions	A. Counterpart		(SEE ProAg 77-S-10)		
	B. Other				

13. Mission
References

ProAg
77-S-10

14. Instructions to Authorized Agent
Funds provided herein are to be utilized for:

- A) Six months additional funding for the Deputy General Manager (ref PIO/T 690-055-3-60061), Six months additional funding for the Input Supply/Transport Officer (ref PIO/T 690-055-3-60061), and six months additional funding for the Marketing Officer (ref PIO/T 690-055-3-TQ002).
- B) The recruitment of three new additional Farm Service Center Managers/Advisors funded for six months each. Job descriptions for these three new technicians are attached at Annex A.
- C) Sixty-five thousand dollars of the funds sub-obligated in Block 11 will be utilized by the contractor for financing participant training in the U.S. or third countries for selected and USAID approved participants. (Cont. page 7)

15. Clearances Show Office Symbol, Signature and Date for all Necessary Clearances.

A. The specifications in the scope of work are technically adequate.
William H. Johnson, ADO *W.H. Johnson* 5/4/77

B. Funds for the services requested are available
R. Leonard, A/CONT *RL*

C. The scope of work lies within the purview of the initiating and approved Agency Programs
Byron Bahl, APO *Bahl*

D. Jack Warner, APO/A *Warner* 5/4/77

E.

F.

16. For the cooperating country: The terms and conditions set forth herein are hereby agreed to

Signature and date: (SEE ProAg 77-S-10)
Title:

17. For the Agency for International Development
W.H. Johnson for J.H. Kean
Signature: John H. Kean
Title: Regional Development Officer

18. Date of Signature
May 12, 1977

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SCOPE OF WORK

18. Scope of Technical Services

A. Objective for which the Technical Services are to be used **TO assist in developing a viable, producer-oriented cooperative structure providing production related inputs and marketing services to the rural sector in Swaziland.**

B. Description:

SEE Block 14 for technical services to be provided by this PIO/T.

Description of duties and qualifications required for the three new technicians funded herein is attached at Annex A.

C. Technicians

(1) (a) Number	(b) Specialized Field	(c) Grade and/or Salary	(d) Duration of Assignment (Year-Month)
3	Farm Service Center Manager/ Advisor	Approx. GS 11	24

(2) Duty Post and Duration of Technicians' Services

At field locations to be selected.

(3) Language requirements

Should be willing to learn siSwati in the field; not required for initial posting.

(4) Access to Classified Information

None

(5) Dependents

Will

Will Not

Be Permitted to Accompany Technicians

D. Financing of Technical Services

(1) By AID - \$ 165,000

(2) By Cooperating Country -

PIO/T

Project/Activity No. and Title

690-11-140-055 SWAZILAND COOPERATIVES AND MARKETING

20. Equipment and Supplies (Related to the services described in Block 19 and to be procured outside the Cooperating Country by the supplier of those services)

A. (1) Quantity (2) Description (3) Estimated Cost (4) Special Instructions

NONE

B. Financing of Equipment and Supplies

(1) By AID - \$

(2) By Cooperating Country -

21. Special Provisions

- A. This PIO/T is subject to AID (contracting) (PASA implementation) regulations.
- B. Except as specifically authorized by AID, or when local hire is authorized under the terms of a contract with a U.S. Supplier, services authorized under this PIO/T must be obtained from U.S. sources.
- C. Except as specifically authorized by AID/W, the purchase of commodities authorized under this PIO/T will be limited to the U.S. under Geographic Code 000.
- D. Other (specify):

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22. Reports by Contractor or Participating Agency (Indicate type, content and format of reports required, including language to be used if other than English, frequency or timing of reports, and any special requirements)

A. Annual Report ^{1/}

The contractor will prepare an annual report each year to be due at a date mutually acceptable to the GOS and USAID.

B. Work Plan ^{1/}

The contractor will prepare an annual detailed plan which will identify the actions contemplated and procedures to be followed for a following 12-month period. This plan will, in less specific detail, identify the expected course of action for an additional 12-month period. The first of these annual plans will be due six (6) months after the Deputy Director of CCU arrives at post.

C. Interim and Final Reports

The contractor shall submit an interim report to USAID/Southern Africa not later than the 36th month of the contract. This report will provide an objective, comprehensive analysis of progress made to date on all major activities. It shall include an assessment of the major accomplishments and shortfalls of the first phase of the project

(continued on page 7)

^{1/} For all contractor reports indicated above the requirement for submission to AID shall be satisfied by delivery to the Regional Development Officer or his designee, for internal AID distribution.

23. Background Information (Additional information useful to Authorized Agent and Prospective Contractors or Participating Agency; if necessary cross reference Block 19.C(4) above.)

Project Paper for subject project.

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

A. Relationships and Responsibilities U.S. contract team through the Deputy Director of CCU (Chief of team) will receive direct operational guidance and direction from the Director of CCU. Policy guidance will be provided by the Ministry of Commerce and Cooperatives (MCC). The U.S. contract team may serve both in

B. Cooperating Country Liaison Officials

(continued on page 7)

Registrar of Cooperatives of the MCC.

C. AID Liaison Officials

USAID Regional Development Officer or his designee.

PIO/T

Project/Activity No. and Title
690-11-140-055 SWAZILAND COOPERATIVES AND MARKETING

LOGISTIC SUPPORT

25. Provisions for Logistic Support

A. Specific Items (insert "X" in applicable column or right. If entry needs qualification, insert notation and explain below in C. "Comments")

	In Kind Supplied By		From Local Currency Supplied By	
	AID	Cooperating Country	AID	Cooperating Country
(1) Office Space		X		
(2) Office Equipment		X(1)		
(3) Housing and Utilities		X(2)		
(4) Furniture		X		
(5) Household Equipment (Stoves, Refrig., etc.)		X(1)		
(6) Transportation in Cooperating Country		X		
(7) Interpreter Services				
Other (Specify)				
(8)				
(9)				
(10)				
(11)				
(12)				
(13)				
(14)				
(15)				

B. Additional Facilities Available From Other Sources

Exemption from duties and taxes as spelled out in ProAg 77-S-10.

C. Comments

(1) The cooperating country will provide in kind: (a) office space; (b) office furniture, equipment, supplies, desks, chairs, tables, adding machines, file cabinets and other necessary office equipment will be provided on a temporary or loan basis until AID-financed equipment is available. The contractor will provide one refrigerator per advisor and one airconditioner per occupied bedroom for advisors assigned to Manzini or posts at elevations below Manzini.

(2) Housing for U.S. Advisors. Permanent housing will be provided without cost to the U.S. advisors and will be equipped with basic hard furnishings of a type assigned to GOS employees of comparable rank. The individual occupant will be responsible for utility bills which may be reimbursed by the contractor.

In the event that permanent housing is not available for use by the U.S. technician and his family upon his arrival in Swaziland, the GOS will provide full costs of suitable temporary housing until permanent housing is available.

DEPARTMENT OF STATE
AGENCY FOR
INTERNATIONAL DEVELOPMENT Worksheet Issuance

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CONTINUATION
SHEET1. Cooperating Country
SWAZILAND

2a. Code No.

FORM SYMBOL

TITLE OF FORM

2b. Effective Date

2c. Original Amendment
OR No.PIO/T
ANNEX A

3. Project/Activity No. and Title

690-0055
SWAZILAND COOPERATIVES AND MARKETINGIndicate block
numbers.

Use this form to complete the information required in any block of a PIO or FA/PR form.

ANNEX A

JOB TITLE: Farm Service Center Manager/Advisor

QUALIFICATIONS: A B.Sc. degree in agriculture is desirable but extensive experience in a farm-related business may substitute. For a degree-holder some experience in warehouse management, agricultural marketing and agricultural cooperatives is desirable. Must be able to relate well to less experienced and less qualified cooperative staff. Must be willing to live and work in a rural area. Must be prepared to spend a good portion of work time in the field. An interest in aptitude for and willingness to learn the local language on the job is highly desired. No previous overseas experience is required.

POSITION: Will serve as either manager of rural service center or as advisor to GOS personnel in this position.

RESPONSIBILITIES:

- a. To train Swazi Farm Service Center Managers and staff, Cooperative Field Officers, staff of primary societies and individual members of societies in cooperative service and management practices.
- b. To serve as, or work with the Farm Service Center Manager and develop operating practices and procedures in the areas of accounting, supply, marketing and storage.
- c. To provide expert advice and guidance to Primary Cooperatives on storage, inventory and general cooperative management.
- d. To assist in the preparation of necessary reports, plans, projections, budgets and estimates.
- e. To cooperate with the CCU Deputy Director in carrying out evaluations of cooperative impact and effectiveness.
- f. To promote the expansion of cooperative services.
- g. Other duties as assigned.

AID 1300-1 (7-65)	DEPARTMENT OF STATE AGENCY FOR INTERNATIONAL DEVELOPMENT	<input type="checkbox"/> Worksheet <input checked="" type="checkbox"/> Issuance	PAGE 7 OF 7 PAGES
CONTINUATION SHEET		1. Cooperating Country SWAZILAND	2.a. Code No.
FORM SYMBOL	TITLE OF FORM PIO/T ANNEX A	2.b. Effective Date	2.c. Amendment <input checked="" type="checkbox"/> Original OR No.
		3. Project/Activity No. and Title 690-0035 SWAZILAND COOPERATIVES AND MARKETING	

Indicate block numbers. Use this form to complete the information required in any block of a PIO or PA/PR form.

- | | |
|------|---|
| 14 | Additional funds will be provided for the above as required, subject to availability, and satisfactory contractor performance. |
| 22 C | as well as recommendations for implementing the second phase if conditions warrant. This report will provide the basis for a major AID/GOS project appraisal, the results of which will provide the basis for determining whether and under what conditions AID support of the project should continue. A final report will be due in the 60th month of the contract. |
| 24 A | operational roles and in advisory capacities. Leadership and decision-making will come from the GOS. The contractor will assume responsibility for providing the means of support for his own staff and operations not otherwise provided by the GOS. Contract matters, problems of logistical support and contractor personnel concerns which are not feasible to be handled by the GOS or directly through the contractor's home office will be directed through USAID, Regional Development Officer or his designee. |