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Emerging Markets
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**Deloitte
Touche
Tohmatsu**

USAID SEGIR Financial Services IQC

Contract No: PCE-1-00-99-00008-00

TASK ORDERS

July 1, 1999 – December 31, 2000

**Deloitte Touche Tohmatsu Emerging Markets
SEGIR Financial Services IQC
Task Order Summary Information**

Region	Country	Product	Sub-Activity Title	Tier	Objectives		Subject Major	Subject Minor	Activity Start Date	Activity End Date	Core Funds (\$000's)	Buy-In Funds (\$000's)	Oblig Amt (\$000's)
					Major/	Minor							
ANE	Jordan West	Advisory Services	Jordan Loan Guarantee Corporation	I	1.1	0	Fin. Sector	Capital Markets	5/21/99	8/29/99	184.0	0.0	184.0
ANE	Bank/Gaza	Advisory Services	Accounting & Auditing Reform	III	1.1	0	Fin. Sector	Accounting & Auditing	9/29/99	10/31/02	3.2 Mil	0.0	2.5 Mil
ANE	Egypt	Advisory Services	Financial Services to EEA	I	1.1	0	Fin. Sector	Financial Services	8/15/99	9/30/00	1.9 Mil	0.0	1.9 Mil
ANE	Thailand	Advisory Services	AERA/IFCT	III	1.1	0	Fin. Sector	Thai Bank Training Program	3/20/00	5/16/00	106.0	0.0	106.0
ANE	Thailand	Advisory Services	AERA/Thai Farmers Bank	III	1.1	0	Fin. Sector	Thai Bank Training Program	3/20/00	8/30/00	218.0	0.0	218.0
ANE	Thailand	Advisory Services	AERA/Bank of Ayudya	III	1.1	0	Fin. Sector	Thai Bank Training Program	3/20/00	9/15/00	124.0	0.0	124.0
ANE	Thailand	Advisory Services	AERA/Govt. Savings Bank of Thailand	III	1.1	0	Fin. Sector	Thai Bank Training Program	5/11/00	8/4/00	156.0	0.0	156.0
ANE	Thailand	Advisory Services	AERA/Bank Thai	III	1.1	0	Fin. Sector	Thai Bank Training Program	6/19/00	8/25/00	150.0	0.0	150.0
ANE	Thailand	Advisory Services	BOT III - Mid-term Evaluation	II	2.0	0	Infrastructure	Privatization Program	6/22/00	7/30/00	50.0	0.0	50.0
ANE	Thailand	Advisory Services	AERA/Bangkok Bank of Thailand	III	1.1	0	Fin. Sector	Thai Bank Training Program	7/10/00	9/29/00	179.0	0.0	179.0
AFR	Uganda	Advisory Services	Access to Financial Services	I	1.1	0	Fin. Sector	Bank Training	8/21/00	8/31/01	208.0	0.0	208.0

AWARD/CONTRACT'	1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)	RATING	PAGE OF PAGES 1 56
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2. CONTRACT (Proc. Inst. Ident.) NO. PCE-1-00-99-00008-00	3. EFFECTIVE DATE See Block 20C.	4. REQUISITION/PURCHASE REQUEST/PROJECT NO. 10287/805
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5. ISSUED BY AGENCY FOR INTERNATIONAL DEVELOPMENT OFFICE OF PROCUREMENT DIVISION B/PCE, RRB, RM. 7.09-140 WASHINGTON, D.C. 20523	6. ADMINISTERED BY (If other than Item 5)
--	--

7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, State, and ZIP Code) Deloitte Touche Tohmatsu 555 12th Street, NW, Suite 500 Washington, D.C. 20004 TIN: 521788060 DUNS: 877698936	8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input 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

CODE	FACILITY CODE
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11. SHIP TO/MARK FOR	12. PAYMENT WILL BE MADE BY See Section G
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13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 USC 2304(c)() <input type="checkbox"/> 41 USC 253(c)()	14. ACCOUNTING AND APPROPRIATION DATA See Section G
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15A. ITEM NO.	15B. SUPPLIES/SERVICES	15C. QTY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
CLIN 1	See Attached.	1		\$ 10,000.00	\$ 10,000.00

15G. TOTAL AMOUNT OF CONTRACT \$ 10,000.00

16. TABLE OF CONTENTS							
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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 <u>6</u> copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)	18. <input type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.
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19A. NAME AND TITLE OF SIGNER (type or print) <i>Recheval Andrews, Partner</i> <i>Deloitte Touche Tohmatsu</i>	20A. NAME OF CONTRACTING OFFICER Mark Walther, OP/B/PCE
--	--

19B. NAME OF CONTRACTOR	19C. DATE SIGNED <i>Jan 19/99</i>	20B. UNITED STATES OF AMERICA	20C. DATE SIGNED
BY <i>[Signature]</i> (Signature of person authorized to sign)	BY <i>[Signature]</i> (Signature of Contracting Officer)		

CHANGE-OF-NAME AGREEMENT

Deloitte Touche Tohmatsu Emerging Markets Ltd., a corporation duly organized and existing under the laws of state of Delaware and the United States of America (Government) enters into this Agreement as of November 25, 1997.

(a) The parties agree to the following facts:

(1) The Government, represented by various Contracting Officers of the United States Agency For International Development, has entered into certain contracts and purchase orders with Deloitte Touche Tohmatsu ILA Group Ltd. namely:

Contract # HRN-C-00-98-00039-00 Tom Bordone, Contracting Officer
Contract # PCE-I-00-97-00016-00 Mark Walther, Contracting Officer
Contract # EUR-0014-I-00-1056-00 Shelia Bumpass, Contracting Officer
Contract # DPE-3056-C-00-1040-00 John McAvoy, Contracting Officer
Contract # PCE-I-00-99-00008-00 Mark Walther, Contracting Officer

The term "the contracts," as used in this Agreement, means the above contracts and purchase orders and all other contracts and purchase orders, including all modifications, made by the Government and the Contractor before the effective date of this Agreement (whether or not performance and payment have been completed and releases executed if the Government or the Contractor has any remaining rights, duties, or obligations under these contracts and purchase orders).

(2) Deloitte Touche Tohmatsu ILA Group Ltd. by an amendment to its certificate of incorporation, dated November 26, 1997, has changed its corporate name to Deloitte Touche Tohmatsu Emerging Markets Ltd.

(3) This amendment accomplishes a change of corporate name only and all rights and obligations of the Government and of the Contractor under the contracts are unaffected by this change.

(4) Documentary evidence of this change of corporate name has been filed with the Government.

(b) In consideration of these facts, the parties agree that-

(1) The contracts covered by this Agreement are amended by substituting the name "Deloitte Touche Tohmatsu Emerging Markets Ltd." for the name "Deloitte Touche Tohmatsu ILA Group Ltd." wherever it appears in the contracts: and

(2) Each party has executed this Agreement as of the day and year first above written.

United States of America

Steven A. Tashjian

Steven A. Tashjian
Contracting Officer
United States Agency for International Development

Deloitte Touche Tohmatsu Emerging Markets Ltd.

Robert J.F. McPhail

Robert J.F. McPhail
Managing Director

[Corporate Seal]

Certificate

I, Joseph J. Lambert, certify that I am the Secretary of Deloitte Touche Tohmatsu Emerging Markets Ltd.: that Robert J.F. McPhail, who signed this Agreement for this corporation, was then Managing Director of this corporation; and that this Agreement was duly signed for and on behalf of this corporation by authority of its governing body and within the scope of its corporate powers. Witness my hand and the seal of this corporation this 23rd day of December 1998.

Joseph J. Lambert

Joseph J. Lambert
Secretary

[Corporate Seal]

Contracts:

DPE-3056-C-00-1040-00
EUR-0014-I-00-1056-00
PCE-I-00-97-00016-00
HRN-C-00-98-00039-00
PCE-I-00-99-00008-00

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 1
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE November 25, 1997	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY USAID Overhead, Special Costs and Closeout Branch Office of Procurement Washington, D.C. 200523-7802	CODE	7. ADMINISTERED BY (If other than Item 6) U.S. Agency for International Devel Overhead, Special Costs and See Block 6 Office of Procurement Washington, D.C. 20523-7802	CODE
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, state and ZIP code) Deloitte Touche Tohmatsu Emerging Markets Ltd. Suite 500 555 12th Street N.W. Washington, D.C. 20004-1207		9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
		10A. MODIFICATION OF CONTRACT/ORDER NO. X See "Exhibit B" Attached	10B. DATED (SEE ITEM 13)
CODE	FACILITY CODE		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offers is extended, is not extended. Offerors must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning ___ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Federal Acquisition Regulation Subpart 42.1205 Change of Name Agreement
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return 2 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The Change-of-Name Agreement dated December 23, 1998 identified as Exhibit "A" hereto, which recognizes Deloitte Touche Tohmatsu IIA Group Ltd. by amendment to its certificate of incorporation, as of November 25, 1997, changed its name to Deloitte Touche Tohmatsu Emerging Markets, Ltd. is hereby incorporated into the contracts set forth in Exhibit "B" attached.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Richard Andrew Partner	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Steven A. Tashjian
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	16B. UNITED STATES OF AMERICA BY <i>Steven A. Tashjian</i> (Signature of Contracting Officer)
15C. DATE SIGNED 2/15/99	16C. DATE SIGNED 2/18/99

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 OVERVIEW

The United States Agency for International Development (USAID), is contracting for technical assistance necessary to support broad-based and sustainable development in USAID-recipient countries by providing intellectual leadership and technical resources for addressing a broad range of constraints to economic growth. The purpose of the Support for Economic Growth and Institutional Reform Project (SEGIR) is to strengthen USAID's capacity to assist developing countries in introducing, developing and maintaining appropriate economic policies and institutional reforms at the macro, sectoral and project level.

Services shall be performed in accordance with Section C and F of this Contract. Support for the Center for Economic Growth and Agricultural Development will be implemented under this contract in accordance with the Task Order System outlined in Section F.

This is an indefinite delivery, indefinite quantity contract utilizing:

Task orders to provide technical direction, a ceiling price for the task and obligation of funds;

Fixed daily rates for U.S. expatriates;

Reimbursement of actual salaries for locally hired national personnel and other non-U.S. expatriates;

Fixed multipliers applied to salaries of locally hired national personnel and other non-U.S. expatriates;

Reimbursement of reasonable, allowable and allocable other direct costs not covered by the above; and

Modified time-and-material payment provisions.

B.2 OBLIGATED AMOUNT

The basic contract includes an initial obligation of funds of at least \$10,000 to cover a minimum of services, which will be applied towards the first task order(s). Following this initial obligation, individual task orders will obligate funds to cover each task.

B.3 TASK ORDER CEILING PRICE

Each task order will have a ceiling price. The Contractor shall not be paid any amount in excess of the ceiling price without advance, written approval of the Contracting Officer. Each task order will include a mix of professional labor categories, a maximum number of workdays, and other direct costs. The ceiling price will be based on the following budget elements.

B.3.(a) LABOR

B.3.(a)(1) U.S. Expatriate Professionals - Fixed Daily Rates

The task order will cite the applicable fixed daily rates selected from the Table of Fixed Daily Rates. The fixed daily rates in effect when the task order is executed will remain in effect for the entire task order period.

Each fixed daily rate shall include the salary cost or consulting fee of the individual providing the services, payroll costs (fringe benefits, FICA, etc.), indirect costs applicable to labor, all home/corporate office secretarial/administrative support [Domestic and International] all computer rental [Domestic and International], all report preparation costs, contract management (See Section C.2.e.), DBA, MEDEVAC and profit or fee, if any. At posts where Danger Pay allowance, post differential, and other allowances (i.e., housing, education, etc.) are granted, these allowances may be budgeted as a direct cost, but not included in the fixed daily rate. Fixed daily rates shall include consideration of the contractor's established personnel policies and procedures, except what is covered as Other Direct Costs in B.3.(b).

[Note: Fixed Daily Rates shall not include or be applied to costs covered as other direct costs in B.3.(b) such as travel and transportation, costs of a local office, etc. USAID anticipates that, for the most part, bilateral agreements with countries receiving technical assistance under any task order will exempt the contractor from paying non-U.S. taxes, duties, and bonding. To the extent that these costs are not exempted, the question of their allowability would be determined on a case-by-case basis as a direct cost. These costs are not to be considered part of the fixed daily rates.]

The fixed daily rates set forth below shall be fixed for the contract period and shall not be adjusted or re-negotiated.

[Note: If a task order is written in Year 3 with a period of performance that extends into Year 4, the applicable fixed daily rate for work days performed in Year 3 and 4 may be negotiated into the task order accordingly. The same is applicable if occurring between Year 4 and 5. Extensions that will cause existing task orders to extend into a subsequent rate period would not typically involve a change in the allowable fixed daily rate under that task order. Under these circumstances, all changes in the allowable rates are subject to the cognizant Contracting Officer's discretion.]

**Management
Comments**



**UNITED STATES AGENCY FOR INTERNATIONAL DEVELOPMENT
Mission to Romania**

Bldv. Natiunilor Unite No. 1
Block 108A, "Gemenii Sitraco"
Floors 5-9, Sector 5
Bucharest, Romania

Tel: (401) 335-5805
Fax: (401) 337-2683

March 12, 2001

Lee Jewell
Acting Director of Audit Operations
Office of the Regional Inspector General
U.S. Agency for International Development
Budapest, Hungary

Subject: Draft audit report on USAID/Romania's Recipient
Audit Universe

Dear Mr. Jewell,

We have reviewed the 02/28/01 draft audit report on USAID/
Romania's Recipient Audit Universe.

We found the statements in the report to be accurate
reflections of the Mission's performance in the audited area.
Based on the comments and recommendation of the audit report,
the Mission will continue to work on developing and improving
its audit management procedures to ensure proper coverage of
its audit responsibilities.

We would like to clarify one statement in the report on page
three:

".... for the period audited, only one out of the four non-U.S. awards in the Mission's audit
inventory database met the required audit threshold of \$300,000 in annual disbursements and,
therefore, required an audit. The audit is due by June 2001 and the Mission's Audit
Management Officer is planning a recipient-contracted audit to commence by the due date in
accordance with the requirements in USAID's guidelines on financial audits of foreign
recipients."

At the time Mr. Dev Sen performed the audit and drafted the
above paragraph, the Mission did not have the final financial
report for fiscal year 2000 for the referenced organization.

Appendix II

Subsequent to Mr. Sen's departure, the organization submitted to USAID its financial report for FY 2000. This report indicates that the disbursements made during FY 2000 did not reach \$300,000 (actual disbursements for FY00 were \$ 264,971). Thus, a recipient audit is not mandatory.

As recommended by the audit report, the Mission will develop an Audit Management Plan (AMP). However, we would like to defer the decision on whether to include in the AMP the organization referred to in the audit report. The Mission will review the findings of the audit of this organization performed last year by the local KPMG office and then assess the need of a separate USAID-funded audit.

We look forward to receiving the final audit report.

Sincerely,



Denny F. Robertson
Mission Director

Contract Years 1-3

<u>Labor (US Expatriate)</u>	<u>Fixed Daily Rates</u>		
	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>
Financial Analyst, Investment Banker, Corporate Financial Advisor, Commercial Banking Specialist, Central Banking Specialist, Venture Capital Specialist, Financial Management Specialist, Macro-economist, Micro-economist, Capital/Commodity Market Specialist, Financial Regulatory Specialist, Tax Specialist, Pension Specialist, Insurance Specialist	<u>\$1,236.00</u>	<u>\$731.00</u>	<u>\$506.00</u>
Elec. Info. Management Specialist	<u>\$894.00</u>	<u>\$618.00</u>	<u>\$393.00</u>
Accountant	<u>\$843.00</u>	<u>\$618.00</u>	<u>\$393.00</u>
Attorney	<u>\$1,023.00</u>	<u>\$843.00</u>	<u>N/A</u>
Marketing Specialist, Public Relations Specialist, Training Specialist, Conference Management Specialist, Communications Specialist	<u>\$843.00</u>	<u>\$562.00</u>	<u>\$393.00</u>

Contract Year 4

Financial Analyst, Investment Banker, Corporate Financial Advisor, Commercial Banking Specialist, Central Banking Specialist, Venture Capital Specialist, Financial Management Specialist, Macro-economist, Micro-economist, Capital/Commodity Market Specialist, Financial Regulatory Specialist, Tax Specialist, Pension Specialist, Insurance Specialist	<u>\$1,236.00</u>	<u>\$731.00</u>	<u>\$506.00</u>
Elec. Info. Management Specialist	<u>\$899.00</u>	<u>\$618.00</u>	<u>\$393.00</u>
Accountant	<u>\$843.00</u>	<u>\$618.00</u>	<u>\$393.00</u>
Attorney	<u>\$1,023.00</u>	<u>\$843.00</u>	<u>N/A</u>
Marketing Specialist, Public Relations Specialist, Training Specialist, Conference Management Specialist, Communications Specialist	<u>\$843.00</u>	<u>\$562.00</u>	<u>\$393.00</u>

Contract Year 5

Financial Analyst, Investment Banker, Corporate Financial Advisor, Commercial Banking Specialist, Central Banking Specialist, Venture Capital Specialist, Financial Management Specialist, Macro-economist, Micro-economist, Capital/Commodity Market Specialist, Financial Regulatory Specialist, Tax Specialist, Pension Specialist, Insurance Specialist	<u>\$1,236.00</u>	<u>\$731.00</u>	<u>\$506.00</u>
Elec. Info. Management Specialist	<u>\$899.00</u>	<u>\$618.00</u>	<u>\$393.00</u>
Accountant	<u>\$843.00</u>	<u>\$618.00</u>	<u>\$393.00</u>
Attorney	<u>\$1,023.00</u>	<u>\$843.00</u>	<u>N/A</u>
Marketing Specialist, Public Relations Specialist, Training Specialist, Conference Management Specialist, Communications Specialist	<u>\$843.00</u>	<u>\$562.00</u>	<u>\$393.00</u>

B.3. (a) (2) Locally-Hired National Personnel or Other Non-U.S. Expatriates

All locally hired national personnel and other non-U.S. expatriates shall be paid in accordance with rates negotiated between the contractor and the cognizant USAID Contracting Officer. [Note: If the contractor can demonstrate that a third country national (TCN) or cooperating country national (CCN) is located in the United States, and is provided the same benefits and on the same pay scale as U.S. counterparts in a particular labor category, the contractor may request the utilization of the U.S. fixed daily rates for those TCNs and CCNs. These requests will be reviewed on a case-by-case basis and will be subject to the prior approval of the cognizant Contracting Officer.]

The negotiated rates for individual locally-hired personnel and other non-U.S. expatriates shall be based upon a combination of factors including prevailing in-country salaries for the professional category being negotiated and consideration of the individual's education and salary/or and consultant rate history over the most recent 3-year period. Annual salaries will be converted to daily salaries by dividing the annual figure by 260 workdays per year, except for annual salaries at the ES-6 level which shall not exceed the established current ES-6 daily rate. [Note: The annual salary of an employee is that individual's basic compensation exclusive of fringe benefits, travel incentives, housing allowances, differentials, or other bonuses.]

The multiplier listed below shall be applied to the negotiated daily salary; the resultant daily rate will be fixed for the task order.

The multiplier shall include payroll costs, indirect costs applicable to labor, all home/corporate office secretarial/administrative support [Domestic and International] all computer rental [Domestic and International], all report preparation costs, contract management (See Section C.2.e.), and profit or fee, if any. (The multiplier shall NOT include DBA or MEDEVAC insurance. To the extent that these costs are authorized, they will be treated as direct costs.)

[Note: The Locally-Hired National Personnel or Other Non-U.S. Expatriate multiplier shall not include or be applied to costs covered as other direct costs in B.3.(b) such as travel and transportation, costs of a local office, etc. USAID anticipates that, for the most part, bilateral agreements with countries receiving technical assistance under any task order will exempt the contractor from paying non-U.S. taxes, duties, and bonding. To the extent that these costs are not exempted, the question of their allowability would be determined on a case-by-case basis as a direct cost. These costs are not to be considered part of the multiplier. Fringe benefits and social welfare costs for locally-hired or non-U.S. expatriates will be reimbursed as direct costs if allowable/authorized under task orders. They are not to be considered part of the multiplier.]

The fixed multiplier for locally hired national personnel and other non-U.S. expatriates under this contract is:

Contract Years 1-3:	<u>1.98</u>
Contract Year 4:	<u>1.98</u>
Contract Year 5:	<u>1.98</u>

Note: If a task order is written in Year 3 with a period of performance that extends into Year 4, the applicable multiplier for work days performed in Year 3 and 4 may be negotiated into the task order accordingly. The same is applicable if occurring between Year 4 and 5. Extensions that will cause existing task orders to extend into a subsequent multiplier period would not typically involve a change in the allowable multiplier under that task order. Under these circumstances, all changes in the allowable multiplier are subject to the cognizant Contracting Officer's discretion.

B.3.(a)(3) The length of the Contractor's overseas work day shall coincide with the work day for employees of the USAID Mission. The length of the Contractor's U.S. work day shall be in accordance with the Contractor's established policies and practices. The fixed daily rate for a fractional part of a day shall be pro-rated. No overtime or premium pay will be paid.

B.3.(b) Materials (Other Direct Costs)

[Note: USAID will allow contractors to recover applicable indirect costs (i.e., overhead, G&A, etc.) on other direct costs (ODCs), if it is part of the contractor's usual accounting procedures, consistent with FAR Part 31, and Negotiated Indirect Cost Rate Agreement (NICRA).]

B.3.(b)(1) Other direct costs necessary for the performance of the work under task orders, such as travel and transportation, lodging and subsistence expenses may be authorized in the task order. Any cost elements included in the fixed daily rates or multipliers shall not be charged as an other direct cost.

B.3.(b)(2) The cognizant Contracting Officer will make a determination whether or not other direct costs and applicable indirect costs [on ODCs] are allowable, allocable and fair & reasonable, in accordance with the applicable federal cost principles (i.e., FAR 31.2 and AIDAR 731.2 for commercial [for profit] organizations or FAR 31.3 and AIDAR 731.3 for educational institutions, or FAR 31.7 and AIDAR 731.7 for other not-for-profit organizations).

B.3.(b)(3) No profit or fee will be applied to other direct costs. Applicable indirect costs allocated to other direct costs should be in accordance with the contractor's usual accounting procedures, consistent with FAR Part 31, and Negotiated Indirect Cost Rate Agreements (NICRA).

B.3.(b)(4) Establishment Of Indirect Cost Rates [Applied to ODCs Only]: Pursuant to the clause of this contract entitled "Allowable Cost and Payment", an indirect cost rate or rates shall be established for each of the Contractor's accounting periods which apply to this contract. Pending establishment of revised provisional, final, or revised predetermined indirect cost rates for each of the Contractor's accounting periods which will apply to this contract, 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 [for applicable ODCs under task orders, as authorized by the cognizant Contracting Officer]:

<u>Description</u>	<u>Rate</u>	<u>Base</u>	<u>Period</u>
<u>G&A</u>	<u>8.00%</u>	<u>1/</u>	<u>1/</u>
<u>1/</u>	<u>Base of Application: Total Costs Excluding G&A Costs</u>		
	<u>Type of Rate (Provisional): Provisional</u>		
	<u>Period: Contract Award - Until Amended</u>		

[Note: The Contractor shall make no change in its established method of classifying or allocating indirect costs without the prior written approval of the Contracting Officer.]

B.3.(b)(5) Establishment Of Ceiling Indirect Cost Rates [Applied to ODCs Only]: Reimbursement for indirect costs shall be at negotiated final or predetermined rates, but not in excess of the following ceiling rates:

<u>Cost</u>	<u>Period</u>	<u>Rate</u>
G&A	Life of Contract	8.00%

The Government shall not be obligated to pay any additional amount on account of indirect costs above ceiling rates established in this contract. Other U.S. Government Agreements shall not absorb these

costs.

B.4 TASK ORDER LIMITATIONS

B.4.(a) Minimum Order. When USAID requires services or reports and other deliverables covered by this contract in a Task Order in the amount of less than \$10,000, the Contractor is not obligated to furnish those services or reports and other deliverables under this contract. However, if the Contractor agrees to furnish services or reports and other deliverables required by USAID in an amount of less than \$10,000 and is awarded a Task Order to do so, the Contractor shall be required to provide said services and reports/deliverables in accordance with the Contract's terms and conditions.

B.4.(b) Maximum Order. When USAID requires services or reports and other deliverables covered by this contract in a Task Order amount of more than \$1,000,000, the Contractor is not obligated to furnish those services or reports and other deliverables under this contract. However, if the Contractor agrees to furnish services or reports and other deliverables required by USAID in excess of \$1,000,000 and is awarded a Task Order to do so, the Contractor shall be required to provide said services and reports/deliverables in accordance with the Contract's terms and conditions.

B.4.(c) Notwithstanding the above, if issuance of a task order to, and acceptance of a task order by, the Contractor would: (1) result in the Contractor (or its personnel or its subcontractors or their personnel) having an organizational conflict of interest for which restrictions would be placed on the Contractor's (or its personnel's or its subcontractors' or their personnel's) future activities (see Section H of this contract); or (2) violate the provisions of the Procurement Integrity legislation, i.e., 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 (see Section H.6. of this contract), the Contractor, after written notification to the CTO, is not obligated to furnish those services or reports and other deliverables under this contract, and USAID may acquire the supplies or services from another source.

B.5 MINIMUM AND MAXIMUM FOR CONTRACT

B.5.(a) Minimum Cumulative Guarantee

USAID guarantees that it shall order, and the Contractor is guaranteed to receive, a minimum amount of \$10,000 for services or reports and other deliverables during the period of this contract.

B.5.(b) Maximum Ordering Limitation

B.5.(b)(1) The Contractor is required to provide, if ordered, up to a maximum cumulative amount of \$60,833,333 of services or reports and other deliverables during the period of this contract.

B.5.(b)(2) Option: In addition to the Maximum Ordering Limitation set forth in Section B.5.b.1. above, pursuant to FAR 52.217-6, Option for Increased Quantity, this contract includes a single option to allow

for a one-time increase of 25% to the Maximum Ordering Limitation. This option shall be exercised at the sole discretion of the Contracting Officer and will not extend the term of the contract.

The option is intended to be utilized only when an additional ceiling level is necessary and may not correspond with any identifiable calendar years.

END OF SECTION B

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 OBJECTIVE AND GENERAL DESCRIPTION OF THE CONTRACT

C.1.(a) In March, 1994, USAID produced Strategies for Sustainable Development to inform and guide the process of economic development assistance to developing countries. The document states that economic growth succeeds when the provision of economic assistance "respects and safeguards the economic, cultural and natural environment, creates many incomes and chains of enterprises, is nurtured by an enabling policy environment; and builds indigenous institutions that involve and empower the citizenry. Development is sustainable when it permanently enhances the capacity of a society to improve its quality of life, enlarges the range of freedom and opportunities." Accordingly, USAID's Strategic Objective of Broad-based Economic Growth focuses on (1) strengthening markets, (2) expanding access and opportunity, and (3) investing in people.

To meet this mandate, the Bureau for Global Programs, Research and Mission Support is consolidating its technical support under "umbrella" projects to enhance economy and efficient response capability. Accordingly, the Bureau's Center for Economic Growth and Agricultural Development (G/EGAD) is merging its research and technical support activities into a single activity called "Support for Economic Growth and Institutional Reform" (SEGIR). SEGIR provides an efficient, multi-tasking delivery mechanism which combines direct-hire and contracted technical resources to support USAID economic growth activities in five areas of focus:

- (1) Macroeconomic Policy
- (2) Privatization
- (3) Financial Services
- (4) General Business Development and Trade and Investment; and
- (5) Legal and Institutional Reform.

Note: This Request For Proposal only calls for bids in area (3), Financial Services.

C.1.(b) The overall goal of the Support for Economic Growth and Institutional Reform (SEGIR) Project is to support broad-based and sustainable development in USAID-recipient countries by providing intellectual leadership and technical resources for addressing a broad range of constraints to economic growth. The purpose of this activity is to strengthen USAID's capacity to assist developing countries in introducing, developing and maintaining appropriate economic policies and institutional reforms at the macro, sectoral and project level.

C.1.(c) SEGIR's objectives are to:

- (1) provide the Agency with a unique source of access to technical expertise and leadership in areas of economic and institutional analyses, economic policy guidance and private sector development issues;

- (2) expedite the provision of foreign assistance through Missions in an efficient and effective manner;
- (3) provide the Missions with a wide selection of USAID and non-USAID service providers, including recognized, world-class experts, under individual or institutional arrangements;
- (4) conserve funds by reducing high administrative costs currently paid by the Mission's and USAID-centrally-funded activities; and
- (5) customize assistance provision to meet evolving USAID needs.

C.1.(d) In pursuit of its goal, SEGIR will produce the following outputs:

- (1) core research on priority technical, policy and strategic issues and applied research to meet specific, contextually-defined requirements of countries, regions or subregions.
- (2) information dissemination through seminars, workshops, conferences, and working papers, among others;
- (3) customized strategic and tactical development approaches;
- (4) technical advice and implementation support to USAID regional bureaus and field missions;
- (5) trained host-country decision-makers and technical personnel in the design and implementation of economic policy and institutional reforms; and
- (6) long-term, in-country coordination and implementation of field buy-in activities.

C.1.(e) SEGIR Technical Leadership activities will promote research, evaluation, and new "product" design for the benefit and use of USAID as a whole but particularly to enhance bilateral and regional programs. Technical Leadership initiatives will focus on three interrelated areas to:

- (1) Set the Macro-Economic Policy Pre-Conditions for Growth. The focus is to help countries gain economic stability and establish conditions for growth through appropriate monetary and fiscal policies;
- (2) Design and help implement structural reform interventions. Specific foci include market strengthening, promotion of efficient, equitable allocation of resources, and human and capital formation;

- (3) Expand access and opportunity, addressing poverty and distributional concerns. SEGIR will provide the analytical base for objectives (1) and (2) such as creating models for social safety nets, developing poverty indicators to identify and monitor at-risk groups and the impact of corrective measures, inter alia.

An illustrative start-up agenda for SEGIR Technical Leadership during its first year includes:

Studies on the economic impacts of financial sector development, including, financial sector reform, capital market development, financial system support, institution building, competitiveness issues in developing and transition economies, defining successful social safety nets, fiscal federalism, economic growth and democracy, fiscal policy management and poverty alleviation, externalities in public/private sector efficiency, and measuring effectiveness and trade-offs of health and environmental programs.

The findings of these studies will provide the basis for workshops, seminars and training programs involving other agency staff.

C.1.(f) SEGIR Mission Services, financed by Missions and Regional Bureaus under Task Orders, will supply technical experts to assist Missions with the design, implementation and evaluation of country and regional technical assistance programs.

C.2 STATEMENT OF WORK

The Contractor shall provide to the Center for Economic Growth and Agricultural Development (EGAD) such services as may be required under Task Orders to be issued hereunder. The Contractor shall also provide, as requested by field Missions and Regional Bureaus through SEGIR, direct technical assistance and/or advisory and assistance services to host country institutions (both governmental and non-governmental) to promote financial sector development as an integral element of economic and institutional reform.

C.2.(a) Background

This Contract provides a resource that is intended to follow and build upon the "Financial Sector Development Project - Phase II" (FSDP), which was awarded to Barents Group, formerly KPMG Peat Marwick, and expires in September, 1998. Through this Contract, SEGIR will make available to USAID a wide range of long-, medium-, and short-term technical support and training in all areas related to financial services. The purpose of this instrument is to promote more efficient capital mobilization, allocation, and intermediation through improved strategic planning, regulatory policies, institutional reform and the creation and/or introduction of financial mechanisms and instruments and the provision of wide dissemination of relevant, updated information.

Over the Agency's long history with financial sector-related projects, financial sector development resources have been in demand by missions in all four USAID geographic regions (Asia/Near East, Latin America and the Caribbean, Europe and the Newly Independent States, and Africa) as well as by its Washington-based bureaus. Trends related to field support functions have evolved from providing short-term technical assistance to numerous countries on an ad-hoc basis, to increasingly integrated, long-term, multifaceted assignments primarily to transitional economies.

A fundamental constraint to accelerated economic performance in developing countries is the absence of strong, dynamic, transparent, and prudentially-supervised financial systems. Well functioning capital and credit markets serve the vital functions of attracting savings, intermediating funds, and allocating credit to productive uses. Regulatory reform, which includes reducing directed credit and excessive reserve requirements, lifting interest rate ceilings, and improving bank supervision, will also bring about benefits such as a more efficient allocation of capital, greater domestic and international resource mobilization, and reductions in banking fraud. Experience tells us that all sectors benefit from healthy capital and credit markets, and similarly all sectors suffer from unstable or underdeveloped financial markets.

Demand for more efficient and varied financial services is expected to increase as developing country requirements for technical support for market-driven financial systems grows. Demand for services under the new Financial Services awards is expected to come largely from subregions and countries in more advanced stages of economic transition where decisions and performance are increasingly driven by market forces rather than by government directive. As Financial Services providers prove themselves to be flexible and responsive mechanisms for breaking new ground as well as applying proven technologies and services, they should quickly assert themselves as the Agency's key supplier of financial sector technical assistance.

C.2.(b) Contractor's Role Within SEGIR

The Contractor shall interact closely with USAID/G/EGAD/EM staff. The services provided shall fall within two categories: (a) under SEGIR's "Technical Leadership" component to initiate analysis, research and development paradigms that advance state-of-the-art financial services as a key element of sustainable economic growth, and (b) under SEGIR's "Mission Services" component to provide a technical resource mechanism from which missions may draw to meet broad-based or specific financial services technical support requirements. The primary functions of both the financial sector Technical Leadership and Mission Services elements support will be to promote the more efficient capital mobilization and allocation through improved strategic planning, regulatory policies, institutional reform and the creation and/or introduction of financial mechanisms and instruments along with the gathering and dissemination of relevant, updated information.

C.2.(c) Objective

The objective of this Contract is to make available services that are readily accessible by USAID for the following purposes:

- (1) to strengthen commercial banking systems, institutions and supporting infrastructures in developing countries;
- (2) to support financial policy and regulatory reform;
- (3) to restructure public and private banks;
- (4) to develop and implement systems of prudential regulation and supervision of financial intermediaries;
- (5) to develop and strengthen capital markets for equity and debt;
- (6) to assess, examine and/or instigate fiscal and monetary policy reform;
- (7) to develop and apply innovative financial instruments;
- (8) to create linkages, electronically and otherwise, between the US financial community with cooperating country counterparts;
- (9) to establish and/or encourage broad-based participation in formal financial sector institutions including capital markets, banking and credit systems;
- (10) to support development of sustainable models of microfinance delivery in the context of development of a broad based financial market, and;
- (11) to create and develop innovative models and mechanisms to link financial sector reforms to private delivery of services such as medical pension plans.

C.2.(d) Description of Components and Tasks

The four primary financial services components are: (1) Policies, Regulatory and Institutional Framework Development; (2) Bank Restructuring, Transfer and Supervision of Financial Intermediaries; (3) Capital and Credit Market Regulation, Transparency, and Back Room Operations; and (4) Research and Information Dissemination.

When an Order is placed under this Contract, the Contractor shall be required to perform within the following framework:

C.2.(d)(1) Policies, Regulatory and Institutional Framework Development:

The Contractor shall undertake the following functions:

- (a) Conduct analyses and prepare assessments of financial sector policies and regulations of the enabling environment for financial systems;
- (b) Conduct analyses and prepare assessments of financial service opportunities and constraints in specific individual sectors (e.g., rural credit, municipal finance, export credit guarantees, insurance industry, banking, capital markets);
- (c) Advise host country governments on policies and regulations and help develop financial sector sequencing and development strategies;
- (d) Design financial sector strategies, models, approaches, and organizational structures to deliver efficient and competitive financial services; and
- (e) Develop skills and strengthen host country institutional capability in each of these functions.

Illustrative tasks include:

- Analysis and analytical tools/paradigm development for financial sector development modeling;
- Assessments of the enabling environment of financial sectors, including estimated economic and social impact of financial sector reforms, political will and institutional capability of host governments;
- Applied Research (defined as SEGIR-initiated research under its Technical Leadership component. See examples provided in Section C.1.(e) above);
- Training in support of implementation of financial services, and to build local capability in activities and tasks involved in policy, regulatory and institutional framework development.

Contractor performance shall be evaluated against the following performance standards:

- (a) As required, legislation and regulatory structures relevant to financial systems are drafted, reviewed, and commented upon in a manner specified by the Task Order;

- (b) Analyses and assessments are high quality, comprehensive, and add materially to USAID and/or host country government understanding of the strategic role of financial systems;
- (c) Financial sector strategies are comprehensive and self-contained, and analyses clearly support the feasibility of recommended procedures;
- (d) Financial system organizational structures recommended or established are feasible and sustainable; and
- (e) Training and other skill transfer activities demonstrably increase capacity and understanding of financial sector policy and institutional framework.

C.2.(d)(2) Bank Restructuring, Transfer and Supervision of Financial Intermediaries:

The Contractor shall undertake the following functions:

- (a) Review available information and data related to the financial condition of selected public and private banks and other financial intermediaries such as non-bank financial institutions;
- (b) Implement restructuring strategies;
- (c) Design and conduct due diligence;
- (d) Design bank restructuring and supervision strategies, models, approaches, and organizational structures to restructure banks, insurance structures, and other non-bank intermediation institutions; and
- (e) Develop skills and strengthen host country institutional capability in each of these functions.

Illustrative tasks include:

- Reviewing strategies for restructuring host country banking sectors and other financial non-bank intermediaries and resolution plans, if any;
- Assessing and compiling available information and data related to the financial condition of host country banks and other financial institutions;
- Engaging with senior host country officials to gain an understanding of their roles regarding efforts to restructure their financial institutions;

- Advising and assisting in refining existing strategies and plans to ensure that they are sound and realistic. The strategy for restructuring the banking sector may include the creation of a disposal mechanism to handle the resolution of problem assets carved out of the banks which will be restructured;
- Developing sets of criteria for determining the resolution strategy for targeted banks;
- Reviewing existing legal, regulatory and policy framework under which the banking sector operates and development of plans to address any significant deficiencies;
- Assisting host country officials to compile a complete list of assets and liabilities in targeted banks;
- Advising on the establishment of criteria for the selection, contracting and oversight processes, and participate as requested;
- Recommend actions regarding the extent of due diligence that is necessary and appropriate;
- Drafting terms of reference for the process of due diligence;
- Development of domestic and foreign marketing and sales strategies;
- Development and implementation of marketing and sales strategies for targeted financial intermediaries and formulation of an action/sale process including the development of the tender documents and selection criteria;
- Developing, with host country officials, short- and long-term public awareness efforts;
- Revision of bank examination manuals and report forms to assure that bank examinations performed by host country officials are comprehensive in scope and contextually relevant and appropriate;
- Advising on the improvement in procedures for taking effective, corrective actions in those cases where individual banks have violated banking laws and prudential regulations, are engaged in unsound banking practices, or are in an unsatisfactory financial condition;
- Providing needed policy advice to host country officials on issues relating to the bank supervision and examination process;

- Designing and implementing core training programs of intensive, seminar-style classroom training of host country bank inspectors/supervision personnel;
- Preparing basic manuals for bank supervision (and, as necessary, the core training curriculum) based on individual consulting;
- Developing multilevel training programs and offer advanced seminars and specialized "modules" for key topics, including Accounting, Foreign Exchange Reporting, Anti-Money Laundering Procedures, and Training of Trainers, to be incorporated into the core courses or to be presented in shorter seminars; and as appropriate, study tours to those agencies if possible, study tours to U.S. bank regulatory agencies;
- Providing continuing assistance and advice to teams conducting on-site examinations in order to help facilitate full implementation of the on-site exam methods taught in the core training;
- Performing financial analysis of banks, using the CAMEL rating system and other standardized accepted methodologies;
- Reviewing legal framework for banks and procedures in dealing with problem banks and offer advice and comments;
- Providing advice on overall bank supervision methods and specific advice on issues or problems, including procedures for rehabilitation of banks, their liquidation or merger; and
- Providing technical assistance for improvement of the "off-site" system of data collection and examination, possibly to include a formal examination manual for off-site examination.

Contractor performance shall be evaluated against the following performance standards:

- (a) Training and other skill transfer activities demonstrably increase capacity and understanding of prudential bank management and supervision;
- (b) Strengthen the capacity to regulate and monitor banking systems and individual banks and enforce banking laws and regulations; and

- (c) As required, legislation and supervisory regulations relevant to banking institutions are drafted, reviewed, and commented upon in a manner specified by the Task Order.

C.2.(d) (3) Capital and Credit Market Regulation, Transparency, and Back Room Operations:

The Contractor shall undertake the following functions:

- (a) Identify barriers to international capital flows between the countries and determine policy approaches to reduce them;
- (b) Assist authorities in the creation of public information programs to enhance the attractiveness of capital market-based securities to small savers both through the creation of new instruments and by increasing the public awareness of existing ones;
- (c) Coordinate regulations on the various trading and financial entities in regard to their roles as underwriters and market makers -- in particular, regulations on the deposit and investment functions of banks and insurance companies;
- (d) Investigate the benefits and workability of new capital market instruments, both conventional and derivatives, in each of the regional national markets while ensuring their tradability across borders within the region;
- (e) Arrange for training in the form of short courses of instruction, mini workshops, or seminars on topics related to (a)-(d) above as well as assist in coordinating the selection of trainees for longer training in the United States or elsewhere;
- (f) Review the development and performance of national stock markets and design programs to enhance the cross-listing of equities and more systemic integration of the national equity markets in the region;
- (g) Prepare policy, legislation and regulations to provide national and regional regulatory frameworks for the securities industry and capital markets;
- (h) Advise host country governments on and help develop financial sector strategies;
- (i) Design financial sector strategies, models, approaches, and organizational structures to deliver financial services; and
- (j) Develop skills and strengthen host country institutional capability in each of these functions.

Illustrative tasks include:

- Review and assess policy, regulatory, and institutional developments and progress in the capital markets arena;
- Establish licensing, regulation and examination procedures for securities firms;
- Examination of legal and regulatory frameworks, including oversight and inspection of clearance and settlement organizations, securities registrars, custodians, depositaries and transfer agents;
- Establishing disclosure and reporting standards for public issues of securities and publicly-owned issuers;
- Reviewing registration, regulation and examination procedures of investment funds and investment advisers;
- Increasing trading capacity;
- Establishing on-line surveillance systems;
- Establishing off-site back systems;
- Training stock brokers and traders to improve capital market skills and increase effectiveness of staff trained in market surveillance;
- Conducting capital market research;
- Developing debt mechanisms to establish markets for securitized assets and convertible debt;
- Designing and building cost-effective, automated and integrated systems to support trading, clearance, settlement and the information management requirements of a stock exchange;
- Working with host country officials to develop public awareness programs that will include, educational and promotional TV, newspaper articles and training programs for journalists, fact sheets and brochures, public presentations to key groups, and improve the quality and quantity of information;

Contractor performance shall be evaluated against the following performance standards:

- (a) Information/reporting systems assure transparency and disclosure consistent with US industry standards;

- (b) Back room operation systems approximate real-time trading; and
- (c) Public relations efforts produce more informed individual and institutional investors.

C.2.(d)(4) Research and Information Dissemination:

The Contractor shall undertake the following functions:

- (a) Financial sector impact assessments defining the economic, social or political impact of financial sector development, sector level impacts of financial systems development, cross-methodology impact analyses, and design of sound measures of impact;
- (b) USAID financial sector program evaluations and strategies;
- (c) Case studies and "best practices" paradigms; and
- (d) Conferences and seminars directed toward USAID (and other donor) staff and host country officials.

Illustrative tasks include;

- Financial sector programs and impact analyses;
- Financial sector programs and project evaluations;
- Case study development; and
- Conferences, seminars and workshop design and logistical support.

Contractor performance shall be evaluated against the following performance standards:

- (a) The Contractor is responsive to and participates in the SEGIR Technical Leadership agenda;
- (b) Methodologies, analyses and writing related to research and studies undertaken under this Activity consistently adhere to the highest university standards and contribute substantially to the state of the art provision of financial services and its impacts; and
- (c) Conferences, seminars and workshops are judged to be germane, are well attended and well received.

C.2.(e) Contract Management

The Contractor shall provide contract management necessary to fulfill all the requirements of this Contract. This includes cost and quality control of all tasks and assignments undertaken in pursuit of any and all requirements as contracted as well as the following functions:

- (a) Designate a principal point of contact (Project Manager) who USAID may contact for procedural and substantive matters. The person designated as Project Manager will be responsible for preparing and responding to Task Order proposals. The Project Manager will also be responsible for ensuring quality control and the overall responsiveness of technical assistance provided under the Contract. [Note: Subject to the prior approval of the USAID/G/EGAD/EM CTO, the Project Manager may perform services under task orders and the contractor may request payment for services rendered by the Project Manager as a direct charge under task orders to this contract. However, under no circumstances shall the Project Manager provide more than a total of eighty (80) days of effort as a direct charge under task orders to this contract in any given contract year. For audit purposes, the Contractor shall maintain an updated record of the total workdays provided by the Project Manager under task orders and provide the list to the Contracting Officer upon request. The Contractor's management structure should clearly indicate who will act as the principal point of contact in the absence of the Project Manager.]
- (b) Select, prepare, place, and support all technical experts carrying out technical requirements;
- (c) Report to USAID technical and contract personnel in accordance with USAID reporting requirements; and
- (d) Ensure quality and cost control methods in a consistent and transparent manner for all contracted tasks and functions.

Note: The cost for providing Contract Management shall be incorporated into the fixed daily rates and multipliers set forth in Section B.

C.2.(f) Grants Management

Funds may be made available on a grant basis for institutional capacity building which the contractor will administer. Such grants will be limited to administrative and start-up costs and participating organizations will be expected to provide a portion of their costs from their own resources. In this regard, the Contractor may be required to execute and/or administer grants under awarded task orders.

[Note: Per USAID CIB 94-23, the appropriate approvals/clearances are required prior to utilizing the contractor to execute and administer grants under this contract. Approvals are generally limited to situations where it is not feasible to accomplish USAID objectives through normal contract and grant instruments executed by USAID and where either (a) the grant program is incidental and relatively small in comparison to other technical assistance activities of the contractor; or (b) the burden of executing a number of small grant activities is particularly difficult for the responsible USAID Mission or Office.]

C.3 REQUIRED PROFESSIONAL SKILLS

In order to perform the scope of work set forth in Section C.2. above, the Contractor shall provide the appropriate specialist personnel, meeting or exceeding the education and experience levels of the Functional Labor Categories indicated below. The qualifications in the categories below shall correspond to the applicable fixed daily rates provided in Section B.

C.3.(a) U.S. Expatriate Professionals

The following requirements are to be applied in the recruitment and selection of U.S. Expatriate Personnel:

Level I: A Level I Specialist must have an MBA, MA, MS or its equivalent, and ten years of relevant work experience, of which no less than five years must have been spent working in a developing country context.

Level II: A Level II Specialist must have an MBA, MA, MS or its equivalent, and five years of relevant work experience, of which no less than two years must have been spent working in a developing country context.

Level III: A Level III Specialist must have a BA, BS or three years prior work experience in a relevant area.

NOTE: The minimum qualifications defined in the levels for each functional labor category shall be strictly followed in the selection and payment of personnel via the task order system. In all instances where either an MBA, MS or MA or equivalent (i.e., an advanced degree) is required, the equivalent is defined as a Bachelors degree in the relevant technical discipline plus four years of relevant professional work experience. In all cases where equivalent work experience is substituted for the educational requirement, required years of work experience are in addition to the years of work experience listed for the level/position for either the MBA, MS or MA. For example, an individual with a Bachelors degree who is proposed under Level I must have (as a minimum) a total of fourteen years relevant work experience (four years to satisfy the requirement for the equivalent of an advanced degree in addition to the ten years of relevant work experience required).

C.3.(b) Locally-Hired National Personnel or Other Non-U.S. Expatriates

When requested to respond to a Task Order statement of work, the Contractor shall provide, as required, CV's and completed Contractor Employee Biographical Data sheets.

The position descriptions for each of the locally-hired nationals and non-U.S. expatriates are to be proposed by the Contractor when they are required for orders. The descriptions shall define the overall experience and educational credentials that are required.

C.3.(c) Functional Labor Categories

Financial Analyst
Investment Banker
Corporate Financial Advisor
Commercial Banking Specialist
Central Banking Specialist
Venture Capital Specialist
Financial Management Specialist
Macro-economist, Micro-economist
Capital/Commodity Market Specialist
Financial Regulatory Specialist
Tax Specialist
Pension Specialist
Insurance Specialist
Electronic Information Management Specialist
Accountant
Attorney
Marketing Specialist
Public Relations Specialist
Training Specialist
Conference Management Specialist
Communications Specialist

C.4 STANDARDS OF PERFORMANCE

USAID's ongoing effort to measure meaningful developmental impacts of its activities has been renewed in recent years by diminishing budget allocations, shrinking technical presence overseas and USAID's own "re-engineering" and "re-invention" programs. This section defines some of the performance requirements which the contractor shall be held to, establishes the performance levels or standards and defines how these performance standards will be measured.

C.4.(a) Performance Standards

Measurable performance standards will be established in individual task orders for each of the major activities. These performance standards will be consistent with the performance standards set forth above and with the following general performance standards:

- Technical competence: Performance may be measured by the contractor's effectiveness on the assignment. Effective technical assistance will produce reports that contain actionable recommendations which can/will be successfully implemented by the client organization. Ineffective technical assistance is marked by superficial or theoretical findings and recommendations which are irrelevant or cannot be implemented.
- Ability to assemble/prepare effective expertise: Performance may be measured in several different ways. For example, superior contractor recruitment ability goes beyond a simple review of candidates resumes before submission to USAID. Individually, some candidates might appear qualified on paper, but may lack effectiveness in action. Superior recruitment processes shall be based on references and first-hand contacts with the technical expertise proposed. Similarly, in team building, superior contractor performance will be demonstrated by assembling teams which function smoothly in a team effort to accomplish the required task. Superior contractor performance shall take into consideration how each individual will contribute to create positive group chemistry when assembling team efforts. Inferior performance is marked by disruptive team relations, notwithstanding the sometimes stellar reputation of individual members on the team.
- Contractor responsiveness: Performance may be measured by the contractor's ability to maintain open, direct and responsive communications channels with G/EGAD/EM and its clients. Superior contractor performance is marked by a rapid, helpful response to clients without undue delays. Inferior performance may result from a lack of strong communications efforts with G/EGAD/EM and its clients.
- Client satisfaction with the finished product: Performance may be measured in many ways. Superior contractor performance is distinguished by the high quality of the final deliverable. High quality deliverables should be clear, concise, accurate, well-structured and easily comprehended. Advisory services may be measured by the results from recommendations followed.
- Proficiency of the client: Performance may be measured based on the increased ability of the client (USAID Mission and/or host country government) to understand and act on the technical subject matter subsequent to contractor's provision of services.

C.4.(b) Performance Indicators

The contractor should also be aware of the overall strategy framework of the SEGIR Results Package. Specifically, the results framework lists the following intermediate results and the indicators by which results may be measured:

- Increased trade, investment and enhanced general business environment. Indicator: Changes in levels of Foreign Direct Investment (FDI) as a percentage of GDP.
- Increasing application of legal, institutional and regulatory reforms for competitive markets. Indicator: Trade Openness within USAID-assisted countries as measured by exports plus imports as a percent of GDP.
- Increased economic stability and stabilization reforms. Indicator: Government surplus/deficits as a percent of GDP, inflation rates and foreign exchange reserves measured in number of months of import coverage.
- Increasingly liquid, transparent and rationalized financial markets. Indicator: Capital market flows within USAID-assisted countries as measured by DEPTH (M2/GDP).
- Increased host country privatization efforts and competitive market environments. Indicator: Subsidies paid by the central government to state-owned nonfinancial enterprises as a percent of central government spending.

While it may be beyond the "manageable interests" of contractors to produce results which can be directly attributed to these intermediate results, the contractor's interventions may also be evaluated based on the "plausible association" they may have with these intermediate results.

END OF SECTION C

SECTION D - PACKAGING AND MARKING

D.1 REPORTS

Pursuant to the clause of this contract entitled "Reports" (AIDAR 752.7026), the cover page of all reports prepared by the Contractor shall include a descriptive title and a USAID/G/EGAD/EM designation. The second page of the report shall include the author's name(s), the project name, the project number, the contract and task order number, the Contractor's name, the name of the USAID Project Office and Contracting Officer's Technical Representative (CTO), 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 export packaging.

END OF SECTION D

SECTION E - INSPECTION AND ACCEPTANCE

E.1 RESPONSIBLE OFFICIAL

The Contracting Officer's Technical Representative (identified in G.1) or his/her designated representative shall inspect and accept/reject all services, reports and deliverables in accordance with the clause of this contract entitled, "Inspection of Supplies - Cost Reimbursement" (FAR 52.246-3) and "Inspection of Services - Cost Reimbursement" (FAR 52.246-5).

E.2 PLACE OF INSPECTION AND ACCEPTANCE

Inspection of services, reports and other deliverables shall take place at the principle place of performance or at any other location deemed appropriate by the CTO. Acceptance of services, reports and other deliverables shall take place at USAID Washington DC, or at any other place deemed appropriate by the CTO.

E.3 MONITORING AND EVALUATION PLAN

Evaluation of the Contractor's overall performance in accordance with performance standards/indicators established under task orders and in Section C of this Contract shall be conducted jointly by the CTO and the Contracting Officer, and shall form the basis of the Contractor's permanent performance record with regard to this contract. The cognizant CTO and Contracting Officer will undertake an evaluation at the conclusion of each task order and forward a copy to the USAID/W CTO and Contracting Officer. In addition, each year G/EGAD/EM will survey Missions and implementing agencies regarding their level of satisfaction with services rendered under this contract.

USAID will arrange for a mid-term and final evaluation to be carried out by an independent consultant. The contractor will cooperate with and facilitate these evaluations.

END OF SECTION E

SECTION F - DELIVERIES OR PERFORMANCE

F.1 PERIOD OF PERFORMANCE

The term of performance for this Contract will be five years. The effective date is the date of signature on the Contract cover page and the contract completion date will be five years thereafter.

F.2 TASK ORDERS

Task Orders may be issued by USAID/W Contracting Officers and field Contracting Officers. All statements of work must be cleared by Contracting Officer's Technical Representative (CTO) or his/her designee in G/EGAD/EM. The Task Order System is described below.

Each task order will carry a specific task order number which will be cited on each invoice placed against this contract.

In no event shall the aggregate total of all task orders exceed the Maximum Ordering Limitation authorized in the contract. All task order statements of work and performance periods shall be within the scope of work and effective period of this contract.

F.3 FAIR OPPORTUNITY TO BE CONSIDERED

F.3.(a) Pursuant to FAR 16.505, the following procedures shall be followed in order to ensure that the Contractor shall have a fair opportunity to be considered for each task order:

F.3.(a)(1) If the requirements for a particular activity to be implemented through a task order are such that past performance/experience is the criterion for selecting the awardee, the cognizant USAID/W CTO for USAID/W orders or Mission CTO for Mission orders will review and consider the past performance/experience information for each of the multiple awarded contracts. The Contractor's past performance and experience information accompanies this contract and shall be updated by the Contractor on a semi-annual basis as provided in F.3.(a)(5) below. If review of this information is sufficient for the cognizant USAID/W or Mission CTO to determine which contract to order against, each awardee is considered to have been provided a fair opportunity to be considered for the order. Subsequent to identification of the desired contract, the cognizant USAID/W or Mission CTO will contact the contractor to determine personnel availability and schedule.

F.3.(a)(2) If review of the past performance and experience information which accompanies the multiple awarded contracts and is updated on a semi-annual basis [See F.3.(a)(5)] is insufficient to determine which contract to order against, and personnel qualifications and schedule of availability will determine selection, the cognizant USAID or Mission CTO will provide orally or in writing (e.g., Internet, etc.) a description of the intended services (e.g., brief synopsis, outline, or complete scope of work/deliverables) to each of the contractors awarded a contract under the relevant SEGIR component, and provide them an opportunity to submit personnel resumes

and a schedule to determine which contract to order against.

F.3.(a)(3) If a requirement requires consideration of cost/price information for the cognizant CTO to determine which contract to order against, or the government estimate for the requirement is over \$2,000,000, or technical approach would be a determining factor on which contract to order against, the procedures/selection for an order award will be undertaken as described below as opposed to procedures/selection described in Section F.3.(a)(1) and F.3.(a)(2) above. The cognizant CTO will forward the requirement to the cognizant Contracting Officer who will in turn contact each of the contractors awarded a contract and provide them an opportunity to submit a proposal for the requirement. The cognizant Contracting Officer along with the cognizant CTO will determine the minimal information necessary to obtain from each contractor in order to make the selection among them, and will provide each of them the evaluation criteria which will be utilized in making the selection. Evaluation factors may include past performance, quality of deliverables, cost control, price, cost, or other relevant factors.

F.3.(a)(4) In each of the procedures described above [F.3.(a)(1), F.3.(a)(2) and F.3.(a)(3)], the cognizant CTO will prepare a selection memo for the file describing the basis for selecting the awardee, and recommend the awardee to the Contracting Officer.

F.3.(a)(5) The contractor shall update their past performance and experience on a semi-annual basis and submit copies to the USAID/W CTO and each Mission.

F.3.(a)(6) The contractor shall provide a fully executed copy of each task order upon their execution to the USAID/W CTO.

F.3.(a)(7) The Cognizant CTO and Contracting Officer will undertake an evaluation at the conclusion of each task order and forward a copy to the USAID/W CTO and Contracting Officer.

F.4. ORDERING (FAR 52.216-18) (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued at any time during the period of this contract [see Section F.1. above].

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally or by written telecommunications only if authorized in the Schedule.

F.5 ISSUANCE OF TASK ORDERS

Task Orders may be issued only by a Contracting Officer and may be issued orally or by written telecommunications, subject to any terms, conditions, and/or limitations which may be imposed by the Contracting Officer. No task orders may be modified to allow for a period of performance that exceeds the estimated completion date of this contract. The basic contract period is not extended unless by formal contract modification and new task orders shall not be issued after the basic contract estimated completion date, as modified. Only the cognizant USAID/W Contracting Officer may modify the basic Contract.

F.6 CONTENTS OF TASK ORDERS

Each task order shall specify:

F.6.(a) The Source of Funds and Fiscal Data (including Budget Plan Code).

F.6.(b) The Ceiling Price and Obligated Amount, which shall constitute the maximum obligation of the Government to the Contractor for performance of the Task Order.

F.6.(c) The Scope of Work that is based as much as possible on performance standards to which the contractor will be held.

F.6.(d) The Quantity of Services/Work days.

F.6.(e) The types of Services/Personnel Requirements, including:

- (1) the number of work days ordered for each functional labor category (FLC),
- (2) the name(s) of approved individual(s) for each FLC,
- (3) the specific duties and responsibilities for each FLC, if such specification from the FLC's in the contract are needed, and
- (4) The fixed daily rate for each authorized individual.

F.6.(f) The Period of Performance/delivery schedule, including a time line indicating benchmarks/milestones and performance standards and completion date.

F.6.(g) The Budget.

F.6.(h) The Logistic Support.

F.6.(i) The USAID and Other Liaison Officials.

F.6.(j) The Language Requirements, if any.

F.6.(k) The Reports and Other Deliverables.

F.6.(l) The Special Requirements/Relevant Information (e.g., source/origin waivers).

F.6.(m) The task order number, which shall be sequentially numbered.

F.6.(n) The Government Furnished Property, if any, to be furnished to the Contractor, or the alternative means of obtaining same.

F.6.(o) The Authorized Work Week.

F.7 PLACES OF PERFORMANCE

Performance of this contract and task orders issued hereunder shall be in the Washington, DC metropolitan area, at the Contractor's and any subcontractors' facilities at other locations in the United States, and in those countries specified in task orders to which the Contracting Officer's Technical Representative, in accordance with Section H of this contract and the clauses of this contract entitled "International Travel Approval and Notification Requirements" (AIDAR 752.7032) and "Personnel" (AIDAR 752.7027), approves international travel for performance of the work.

F.8 SUBMISSION/DELIVERY OF REPORTS AND OTHER DELIVERABLES

The Contractor shall submit/deliver all reports and other deliverables in accordance with the clause of this contract entitled "F.o.b. Destination, Within Consignee's Premises" (FAR 52.247-35). The types, quantities, consignees, and due dates of such reports and other deliverables are specified in Section F of this contract, and may be supplemented by task orders issued hereunder.

F.9 TECHNICAL DIRECTIONS/RELATIONSHIP WITH USAID

Performance of work under each task order will be subject to the written technical direction of the cognizant Contracting Officer's Technical Representative (CTO) set forth in each task order. Technical directions must be within the terms of this contract and any task order issued hereunder.

F.10 PERFORMANCE OF TASK ORDERS

F.10.(a) The Contractor shall, upon issuance of a task order, promptly commence performance of the work specified therein. It is anticipated that there will be very short notice of requirements for services under this contract and the Contractor's prompt response is required.

F.10.(b) Subject to the prior written approval of the CTO (see Section G.1. of this contract), the Contractor may be authorized to continue performance under a task order beyond the estimated completion date set forth therein; provided that performance shall not extend beyond 60 calendar days from the original estimated completion date set forth in the task order. Prior to the original estimated completion date, the Contractor shall provide a copy of the CTO's written approval for any extension to the term of the task order to the Contracting Officer; in addition, the Contractor must attach another copy of the CTO's approval for such continued performance under the task order to the completion voucher submitted for payment. No authorized extension provided for above a task order can extend beyond the contract

completion date.

F.10.(c) It is the Contractor's responsibility to ensure that such CTO-approved continuations of performance do not result in costs which exceed the ceiling price of the task order. Under no circumstances shall such CTO-approved continuations of performance authorize the Contractor to be paid any sum in excess of the ceiling price of the task order.

F.10.(d) Proposed adjustments to the period of performance of a task order which would cause the elapsed time for completion of the work to exceed 60 calendar days beyond the original estimated completion date must be approved in writing, and in advance, by the Contracting Officer. Requests for such approvals must be submitted in writing to the Contracting Officer prior to the estimated completion date of the task order when the CTO has not approved an extension in accordance with F.10.(b) above, or prior to the project officer's approved extension date, if the CTO has already approved an extension pursuant to F.10.(b).

F.10.(e) Subject to the prior written approval of the CTO, the Contractor may be authorized to adjust the number of days actually employed in the performance of the work by each functional position specified in a task order. The Contractor must specify which personnel and labor categories are to be adjusted, and any such adjustments are subject to the clause of this contract entitled "Payments Under Time-and-Materials and Labor-Hour Contracts" [FAR 52.232-07], whereby only the Contracting Officer may authorize the Contractor to exceed the ceiling price of a task order.

The Contractor shall attach a copy of the CTO's approval to the completion voucher submitted for payment.

F.10.(f) It is the Contractor's responsibility to ensure that the CTO's adjustments to the work days ordered for each functional position do not result in costs which exceed the ceiling price of the task order. Under no circumstances shall the CTO's adjustment authorize the Contractor to be paid any sum in excess of the ceiling price of the task order.

F.11 REPORTS AND OTHER DELIVERABLES

In addition to providing the services described in Section C, and to be described in task orders issued hereunder, the Contractor shall also submit the following reports and other deliverables:

(a) Specific Task Order Reports and Other Deliverables

Each task order issued hereunder shall include specific requirements for reports and other deliverables. In addition to the distribution specified in the task order, the Contractor shall provide one (1) copy to the G/EGAD/EM CTO for this Contract (see Section G.1. of this Contract) and two (2) copies to U.S. Agency for International Development; PPC/CDIE/DI; Washington, DC 20523.

(b) Briefings

Prior to completion of each task order or departure from post, if overseas (whichever is earlier), Contractor personnel shall brief the relevant USAID Mission and/or cooperating country officials on the principal activities, accomplishments, and findings during the assignment, unless a briefing is not desired. As requested by the G/EGAD/EM CTO, Contractor personnel will brief G/EGAD/EM upon return from each assignment and provide copies of any documents generated under individual task orders.

(c) Performance Reports

Performance reports shall be provided in accordance with AIDAR 752.7026, as noted below:

(c)(1) Performance monitoring reports (PMRs): The Contractor shall submit performance reports summarizing progress of the major activities in process during the period in relation to the requirements of the contract, indicating any problems encountered, and proposing remedial actions as appropriate.

(a) Performance reports shall be submitted within 30 days of the three-month periods (calendar quarters) ending on March 31, June 30, September 30, and December 31.

(b) The contractor shall submit the reports to the cognizant CTO identified in Section G of the Schedule, who will forward the reports to the responsible Contracting Officer.

(c)(2) Performance evaluation reports (PERs): The Contracting Officer shall use information contained in the periodic PMRs, discussed in paragraph 1, and input from the CTO, to evaluate contractor performance on completion of activities and, for multi-year contracts, on an interim basis.

(a) The Contractor Performance Report (AID Form 1420-66) which will be used to evaluate performance is attached to the Schedule (See list of attachment, Section J).

(b) Contractors shall have 30 days to comment on or rebut the assessment, or may simply concur with the assessment by signing and returning the CPR form to the CO.

(c)(3) No other performance reports shall be required. The contractor, however, shall promptly notify the CO and CTO of any problems, delays, or adverse conditions which materially impair the contractor's ability to meet the requirements of the contract.

(d) Development Experience Documents

Development experience documents shall be provided in accordance with AIDAR 752.7005, as noted below:

(d) (1) Contract Reports and Information/Intellectual Products:

(a) The Contractor shall submit to PPC/CDIE/DI copies of reports and information products which describe, communicate or organize program/project development assistance activities, methods, technologies, management, research, results and experience as outlined in the Agency's ADS Chapter 540, section E540.5.2b(3). Information may be obtained from the CTO.

These reports include: assessments, evaluations, studies, development experience documents, technical reports and annual reports. The Contractor shall also submit to PPC/CDIE/DI copies of information products including training materials, publications, databases, computer software programs, videos and other intellectual deliverable materials required under the Contract Schedule. Time-sensitive materials such as newsletters, brochures, bulletins or periodic reports covering periods of less than a year are not to be submitted.

(b) Upon contract completion, the contractor shall submit to PPC/CDIE/DI an index of all reports and information/intellectual products referenced in paragraph d.1.a.

(d) (2) Submission requirements:

(a) Distribution.

(i) The contractor shall submit contract reports and information/intellectual products (referenced in paragraph (a)(1) above) in electronic format and hard copy (one copy) to U.S. Agency for International Development, PPC/CDIE/DI, Attn: ACQUISITIONS, Washington D.C. 20523 at the same time submission is made to the CTO.

(ii) The contractor shall submit the reports index referenced in paragraph (a)(2) above and any reports referenced in paragraph (a)(1) above that have not been previously submitted to PPC/CDIE/DI, within 30 days after completion of the contract to the address cited in paragraph d.2.a.i. above.

(b) Format.

(i) Descriptive information is required for all Contractor products submitted. The title page of all reports and information products shall include the contract number(s), contractor name(s), name of the USAID cognizant technical office, the publication or issuance date of the document, document title, author name(s), and strategic objective or

activity title and associated number. In addition, all materials submitted in accordance with this clause shall have attached on a separate cover sheet the name, organization, address, telephone number, fax number, and Internet address of the submitting party.

(ii) The hard copy report shall be prepared using non-glossy paper (preferably recycled and white or off-white) using black ink. Elaborate art work, multicolor printing and expensive bindings are not to be used. Whenever possible, pages shall be printed on both sides.

(iii) The electronic document submitted shall consist of only one electronic file which comprises the complete and final equivalent of the hard copy submitted.

(iv) Acceptable software formats for electronic documents include WordPerfect, Microsoft Word, ASCII, and Portable Document Format (PDF). Submission in Portable Document Format is encouraged.

(v) The electronic document submission shall include the following descriptive information:

A. Name and version of the application software used to create the file, e.g., WordPerfect Version 6.1 or ASCII or PDF.

B. The format for any graphic and/or image file submitted, e.g., TIFF-compatible.

C. Any other necessary information, e.g. special backup or data compression routines, software used for storing/retrieving submitted data, or program installation instructions.

(e) Contract Quarterly Financial Report

The contractor shall submit a quarterly financial report to the USAID/W CTO and the cognizant USAID/W Contracting Officer. The quarterly financial report shall include the following information in the following format:

Contract No.	_____					
Contractor's Name	_____					
Task				Est	Actual	Balance
Order	Authorized	Actual		Compl.	Compl.	in Days
No.	Expend.	Expend.	Balance	Date	Date	+ / (-)

TOTAL

(f) Language of Reports and Other Deliverables

All reports and other deliverables shall be in the English language, unless otherwise specified by the USAID/W CTO or in a task order.

(g) Meetings

The contractor shall be responsible for attending semi-annual general coordination meetings which will be held jointly with all SEGIR contractors and G/EGAD/EM. The contractor shall be responsible for ensuring personnel presented to undertake assignments are up to date on relevant advances and issues in the field through attendance at G/EGAD/EM workshops, seminars, events and training courses.

F.12 ADDRESS FOR PPC/CDIE/DI

The reports and other intellectual products referenced at AIDAR 752.7026, Reports, should be sent to:

U.S. Agency for International Development
PPC/CDIE/DI, Attn: Acquisitions
RRB M.01-010
Washington, DC 20523

F.13 Key Personnel

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

<u>Name</u>	<u>Position Title</u>
Ms. Teresa Mastrangelo	Project Manager

b. U.S. expatriates identified by the cognizant CTO as key personnel under individual task orders shall be considered key personnel to those task orders.

c. The personnel specified above are considered to be essential to the work being performed hereunder. Prior to diverting any of the specified individuals, the Contractor shall notify the Contracting Officer reasonably in advance (a thirty day notice is required in the absence of compelling circumstances) and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the program. Failure to do so may be considered nonperformance by the Contractor. 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. The listing of key personnel may, with the consent of the contracting parties, be amended from time to time during the course of this contract to either add or delete personnel, as appropriate.

END OF SECTION F

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (CTO)

The CTO for this Contract is Ms. Rebecca Maestri or her designee at:

USAID
G/EGAD/EM
RRB, Room 2.11-000
Washington, D.C. 20523

Each task order issued hereunder will indicate a cognizant CTO for that particular task order.

G.2 TECHNICAL DIRECTIONS/RELATIONSHIP WITH USAID

G.2.(a) Technical Directions are defined to include:

- (1) Written directions to the Contractor which fill in details, suggest possible lines of inquiry, or otherwise facilitate completion of work;
- (2) Provision of written information to the Contractor which assists in the interpretation of drawings, specifications, or technical portions of the work statement;
- (3) Review and, where required, provide written approval of technical reports, drawings, specifications, or technical information to be delivered.

Technical directions must be in writing, and must be within the scope of the work as detailed in Section C.

G.2.(b) The CTO is authorized by designation to take any or all action with respect to the following which could lawfully be taken by the Contracting Officer, except any action specifically prohibited by the terms of this Contract:

- (1) Assure that the Contractor performs the technical requirements of the contract in accordance with the contract terms, conditions, and specifications.
- (2) Perform or cause to be performed, inspections necessary in connection with a) above and require the Contractor to correct all deficiencies; perform acceptance for the Government.
- (3) Maintain all liaison and direct communications with the Contractor. Written communications with the Contractor and documents shall be signed as "Contracting Officer's Technical Representative" with a copy furnished to the Contracting Officer.
- (4) Issue written interpretations of technical requirements of Government drawings, designs, and specifications.

- (5) Monitor the Contractor's production or performance progress and notify the Contractor in writing of deficiencies observed during surveillance, and direct appropriate action to effect correction. Record and report to the Contracting Officer incidents of faulty or nonconforming work, delays or problems.
- (6) Obtain necessary security clearance and appropriate identification if access to Government facilities is required. If to be provided, ensure that Government furnished property is available when required.

LIMITATIONS: The CTO is not empowered to award, agree to, or sign any contract (including delivery or purchase orders) or modifications thereto, or in any way to obligate the payment of money by the Government. The CTO may not take any action which may impact on the contract schedule, funds, scope or rate of utilization of LOE. All contractual agreements, commitments, or modifications which involve prices, quantities, quality, schedules shall be made only by the Contracting Officer.

G.2.(c) The CTO is required to meet quarterly with the Contractor and the Contracting Officer concerning performance of items delivered under this contract and any other administration or technical issues. Telephonic reports may be made if no problems are being experienced. Problem areas should be brought to the immediate attention of the Contracting Officer.

G.2.(d) In the absence of the designated CTO, the CTO may designate someone to serve as CTO in their place. However, such action to direct an individual to act in the CTO's stead shall immediately be communicated to the Contractor and the Contracting Officer.

G.2.(e) Contractual Problems - Contractual problems, of any nature, that may arise during the life of the contract must be handled in conformance with specific public laws and regulations (i.e. Federal Acquisition Regulation and Agency for International Development Acquisition Regulation). The Contractor and the CTO shall bring all contracting problems to the immediate attention of the Contracting Officer. Only the Contracting Officer is authorized to formally resolve such problems. The Contracting Officer will be responsible for resolving legal issues, determining contract scope and interpreting contract terms and conditions. The Contracting Officer is the sole authority authorized to approve changes in any of the requirements under this contract. Notwithstanding any clause contained elsewhere in this contract, the said authority remains solely with the Contracting Officer. These changes include, but will not be limited to the following areas: scope of work, price, quantity, technical specifications, delivery schedules, and contract terms and conditions. In the event the Contractor effects any changes at the direction of any other person other than the Contracting Officer, the change will be considered to have been made without authority.

G.2.(f) Failure by the Contractor to report to the Administrative Contracting Office, any action by the Government considered to a change, within the specified number of days contained in FAR 52.243-7 (Notification of Changes), waives the Contractor's right to any claims for equitable adjustments.

G.3 PAYMENT OFFICE

The original and three (3) copies of the invoice or voucher shall be submitted to the following payment office unless otherwise designated in the Task Order:

USAID
M/FM/CMP/DC
RRB, Room 7.07-000
Washington, DC 20523

G.4 PAYMENT

G.4.(a) Payment of Fixed Daily Rates

The Contractor may submit monthly vouchers to the payment office indicated in Section G.3. of this contract for actual number of work days (or fractions thereof) provided/performed during the period by each individual, to which the fixed daily rates established in the task order shall be applied; provided, however, that 5% of the fixed daily rates due or \$50,000, whichever is less, shall be withheld by USAID until the completion of the task order and acceptance of services by USAID in accordance with the clause. [Note: AIDAR 752.232-07 is subject to amendment. If amended, the amended clause will take precedence.]

G.4.(b) Payment of Other Direct Costs

The Contractor may include in its monthly vouchers for fixed daily rates the costs of allowable other direct costs authorized in the task order and incurred during performance of the task order; provided, however, that cash, checks, or other forms of actual payment have been made by the Contractor for such costs.

G.5 LIAISON OFFICIALS

In-country USAID liaison officials are not empowered to act on behalf of the USAID/W Contracting Officer or G/EGAD/EM CTO, such as providing technical direction or making any material changes in this Contract, unless authorized in advance to do so by the USAID/W Contracting Officer.

G.6 ACCOUNTING AND APPROPRIATION DATA OF OBLIGATED FUNDS

Organization ID/Request No.: 10287/805
RC No.: 420464
Account No.: DV98/99DDV899
Amount: \$10,000

END OF SECTION G

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 752.7032 INTERNATIONAL TRAVEL APPROVAL AND NOTIFICATION
REQUIREMENTS AND 752.7027 PERSONNEL

In accordance with the above clauses, the Contracting Officer hereby provides prior written approval for international travel, provided that concurrence with the assignment of individuals outside the United States is obtained by the Contractor, in writing, from the CTO prior to their assignment abroad, which must be within the terms of this contract and the applicable task order, is subject to availability of funds, and should not be construed as authorization to exceed the ceiling price of this contract. The Contractor shall retain for audit purposes a copy of each travel concurrence.

[End of Clause]

H.2 INSURANCE AND SERVICES

H.2.(a) AIDAR 752.228-3 Worker's Compensation Insurance
(Defense Base Act)

USAID's DBA insurance carrier is:

Rutherford International, Inc.
5500 Cherokee Avenue, Suite 300
Alexandria, VA 22312
Telephone: (703) 354-1616
Fax: (703) 354-0370

H.2.(b) AIDAR 752.228-70 Medical Evacuation Services (MAR 1993)

USAID's Medevac service provider is:

Medex Assistance Corporation
P.O. Box 5375
Timonium, MD 21094-5375
Telephone: (410) 453-6300 in Maryland;
or (800) 537-2029 (toll-free)
Telefax: (410) 453-6301
E'mail: operations@medexassist.com

Applicants should request coverage in accordance with USAID Contract No. HNE-Q-00-98-00106-00.

H.3 AUTHORIZED GEOGRAPHIC CODE

The authorized geographic code for procurement of goods and services under this contract is 000.

[End of Clause]

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H.4 LOGISTIC SUPPORT

H.4.(a) The Contractor shall be responsible for furnishing all logistic support in the United States and overseas.

H.4.(b) To the extent that a USAID Mission or an Office of the USAID Representative (OAR) in the cooperating country, or a cooperating country, furnishes logistic support for the Contractor's overseas performance, the costs of such logistic support will not be charged to the Contractor, and shall not be charged by the Contractor to this contract.

Logistic support furnished in the form of local currency shall be paid to the Contractor in a manner adapted to the local situation and as agreed to by the Mission Director or USAID Representative (USAID REP), in writing. The documentation for such costs shall be on such forms and in such manner as the Mission Director/USAID REP shall prescribe.

H.4.(c) If, under emergency circumstances, it is necessary for a USAID Mission or OAR to pay for any in-country costs on behalf of the Contractor in order to implement any activities under this contract, the Mission may bill the Contractor for such costs, and the Contractor may, in turn, charge those costs against this contract (however, see Section H.4.(b), wherein logistic support to be furnished by the Mission/OAR will be furnished without charge. The Mission/OAR will never recoup those costs via an Advice of Charge (AOC) to the paying office. A Mission may not pay any in-country cost without the prior written approval of the Contractor, which approval must indicate a maximum amount that may be paid.

[End of Clause]

H.5 PERSONNEL COMPENSATION

[References to salary approvals and annual increases in this section are made with respect to locally hired national personnel or other non-U.S. expatriates.]

H.5.(a) Definitions - As used herein, the terms "Salaries" "Wages," "Consultant Fees," and "Compensation" mean the periodic remuneration received by personnel for professional or technical services rendered, exclusive of fringe benefits, travel incentives, housing allowances, differentials, or other bonuses as defined in the clause of this contract entitled "Differentials and Allowances" AIDAR 752.7028, unless otherwise stated. The terms "Compensation," "Salaries," "Wages," and "Consultant Fees" include 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.

1. As used herein, the term "Employee" means an individual who is eligible for all fringe benefits, is generally compensated on a salary basis, is provided with working space on the contractor's premises, and whose compensation is reported on IRS Form W-2.

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2. As used herein, the term "Consultant" means an individual who is not an employee, but who is engaged from time to time, who does not share in the contractor's fringe benefits package, and for whom the contractor does not specifically maintain office space. Consultant fees for such individuals are reported on IRS Form 1099 rather than Form W-2.
3. "Personnel" means both employees and consultants.

H.5.(b) Limitations - Compensation of personnel which is charged as a direct cost under this contract, like other costs, will be reimbursable in accordance with section B.3, the clause 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: The cognizant Contracting Officer shall approve salaries for all personnel working directly under this Contract. In rare instances where the contractor is unable to identify an individual required to fill a position in an order prior to award of the Order, the cognizant Contracting Officer may elect to negotiate a reasonable salary for that position and designate the position as "to be determined".

Note: There is a ceiling on reimbursable salaries and wages paid to a person employed directly under this contract of the maximum salary rate of ES-6 (or the equivalent daily rate of the maximum ES-6 salary, if compensation is not on an annual basis), unless advance written approval is given by the Procurement Executive, through the cognizant Assistant Administrator or Mission Director.

2. Annual Salary Increases: Annual salary increases may not exceed those provided by the Contractor's established policy and practice. With respect to employees performing work directly under this contract, one annual salary increase 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. Annual salary increases of any kind exceeding these limitations or which cause the employee's salary to exceed the maximum salary of ES-6 may be granted only with the advance written approval of the Procurement Executive, through the cognizant Assistant Administrator or Mission Director.
3. Fixed Daily Rates or Salaries During Travel: Fixed daily rates, salaries and wages paid while in travel status will not be reimbursed for a travel period greater than the time required to travel by the most direct and expeditious air route.

4. 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.
5. Consultants: No compensation for consultants will be reimbursed unless the USAID CTO has reviewed and approved, in advance, in writing, the consultant's technical qualifications (via a resume) and a scope of work for their use under the contract. Consultants who are used more than once will be required to submit their CV's for each consulting assignment to the CTO to ensure that their credentials match the scope of work.
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 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 USAID, paid to personnel of equivalent technical competence. In no event shall compensation for such persons exceed the ES-6 maximum rate, unless approved in advance by the Contracting Officer.

Salaries for third country and cooperating country nationals shall be paid in the local currency of the country in which the work is being performed.

NOTE: Any approvals issued pursuant to this clause 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.

7. Work Week:

- Non-Overseas Employee: The work week for the Contractor's nonoverseas employee 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 USAID Mission and the Cooperating Country associated with the work of this contract.

H.6 ORGANIZATIONAL CONFLICTS OF INTEREST

In accordance with the principles of FAR Subpart 9.5 and USAID policy, if the contract (as implemented by task order) calls for the Contractor to furnish important services in support of the design of a USAID project, the Contractor shall be ineligible to furnish, either through a modification to the task order or subsequent task order to this contract or through another contract or subcontract, the implementation services, or the evaluation services for the project, unless the USAID/W Competition Advocate shall have granted a prior waiver, based upon the Competition Advocate's determination, per FAR 9.503, that preclusion of the Contractor from implementation or evaluation would not be in the Government's interest.

It is critical to USAID that Contractor evaluations be conducted with complete impartiality and objectivity, uninfluenced by the possibility that the Contractor might in the near future compete for further USAID consulting work against the evaluated firm implementing a project or, on the other hand, any perception that a favorable review would enhance the reputation of the Contractor with USAID and thus improve its position with respect to obtaining further USAID consulting work. Therefore, if the contract (as implemented by task order) calls for the Contractor to evaluate a USAID project, the Contractor shall be ineligible to furnish, either through a modification to the task order or subsequent task order to this contract or through another contract or subcontract, any services (except for design services or other evaluation services) to USAID in the relevant project sector for a period of three (3) years after the last services are provided by the Contractor under this contract, unless the USAID/W Competition Advocate shall have granted a waiver, based upon the Competition Advocate's determination, per FAR 9.503, that such preclusion of the Contractor would not be in the Government's interest.

It is USAID policy to guard against any possibility that a contractor might receive an unfair competitive advantage in competing for future USAID consulting contracts through its exposure to sensitive cost and other proprietary information of USAID contractors which it may audit, and any resulting appearance of impropriety. Therefore, if the contract (as implemented by task order) calls for the Contractor to audit USAID contractor(s), the Contractor shall be ineligible to furnish, either through a modification to the task order or subsequent task order to this contract or through another contract or subcontract, any services (except for other audit services) to USAID for a period of three (3) years after the last services are provided by the Contractor under this contract, unless the USAID/W Competition Advocate shall have granted a waiver, based upon the Competition Advocate's determination, per FAR 9.503, that such preclusion of the Contractor would not be in the Government's interest.

H.7 RELOCATION OF U.S. BUSINESSES, ASSISTANCE TO EXPORT PROCESSING ZONES, INTERNATIONALLY RECOGNIZED WORKERS' RIGHTS (USAID JAN 1994)

No funds or other support provided hereunder may be used in a project or activity reasonably likely to involve the relocation or expansion outside of the United States of an enterprise located in the United States if non-U.S. production in such relocation or expansion replaces some or all of the production of, and reduces the number of employees at, said enterprise in the United States.

No funds or other support provided hereunder may be used in a project or activity the purpose of which is the establishment or development in a foreign country of any export processing zone or designated area where the labor, environmental, tax, tariff, and safety laws of the country would not apply, without the prior written approval of USAID. No funds or other support provided hereunder may be used in an activity which contributes to the violation of internationally recognized rights of workers in the recipient country, including those in any designated zone or area in that country.

Note: This provision must be included in all subcontracts and subagreements.

H.8. SUBCONTRACTING PLAN AND THE SF 294 - SUBCONTRACTING REPORT FOR INDIVIDUAL CONTRACTS AND SF 295 - SUMMARY CONTRACTING REPORT

The Contractor's subcontracting plan dated December 9, 1998 is hereby incorporated as a material part of this contract.

In accordance with 52.219-9, SF 294 and SF 295 should be forwarded to the following address:

U.S. Agency for International Development
Office of Small and Disadvantaged Business Utilization
RRB, 7.08-125
Washington, DC 20523

END OF SECTION H

SECTION I - CONTRACT CLAUSES

I.1 FEDERAL ACQUISITION REGULATION (FAR) CLAUSES INCORPORATED BY REFERENCE

<u>CLAUSE NO.</u>	<u>CLAUSE TITLE</u>
52.202-01	DEFINITIONS (OCT 1995)
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 1995)
52.203-07	ANTI-KICKBACK PROCEDURES (JUL 1995)
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 1997)
52.204-04	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER (JUN 1996)
52.209-06	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JUL 1995)
52.215-02	AUDIT AND RECORDS (AUG 1996)
52.215-08	ORDER OF PRECEDENCE (OCT 1997)
52.215-14	INTEGRITY OF UNIT PRICES (OCT 1997)
52.215-15	TERMINATION OF DEFINED BENEFIT PENSION PLANS (OCT 1997)
52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POST RETIREMENT BENEFITS OTHER THAN PENSIONS (PRB) (OCT 1997)
52.216-7	ALLOWABLE COST AND PAYMENT (FEB 1998)
52.217-6	OPTION FOR INCREASED QUANTITY (MAR 1989)
52.217-8	OPTION TO EXTEND SERVICES (AUG 1989)
52.219-7	NOTICE OF PARTIAL SMALL BUSINESS SET-ASIDE (OCT 1995)
52.219-8	UTILIZATION OF SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS CONCERNS (JUN 1997)
52.219-9	SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (AUG 1996)
52.219-14	LIMITATIONS ON SUBCONTRACTING (DEC 1996)
52.219-16	LIQUIDATED DAMAGES--SUBCONTRACTING PLAN (OCT 1995)
52.222-02	PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)
52.222-03	CONVICT LABOR (AUG 1996)
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)
52.222-41	SERVICE CONTRACT ACT OF 1965, AS AMENDED (MAY 1989)

52.223-02 CLEAN AIR AND WATER (APR 1984)
52.223-06 DRUG-FREE WORKPLACE (JAN 1997)
52.223-14 TOXIC CHEMICAL RELEASE REPORTING (OCT 1996)
52.225-11 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (OCT 1996)
52.225-14 INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT (AUG 1989)
52.227-01 AUTHORIZATION AND CONSENT (JUL 1995)
52.227-02 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (AUG 1996)
52.227-03 PATENT INDEMNITY (APR 1984)
52.227-09 REFUND OF ROYALTIES (APR 1984)
52.227-11 PATENT RIGHTS - RETENTION BY THE CONTRACTOR (SHORT FORM) (JUN 1997)
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)
52.230-03 DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES (APR 1996)
52.230-04 CONSISTENCY IN COST ACCOUNTING PRACTICES (AUG 1992)
52.230-06 ADMINISTRATION OF COST ACCOUNTING STANDARDS (APR 1996)
52.232-07 PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS (FEB 1997)
52.232-17 INTEREST (JUN 1996)
52.232-23 ASSIGNMENT OF CLAIMS (JAN 1986)
52.232-25 PROMPT PAYMENT (JUN 1997)
52.233-01 DISPUTES (OCT 1995)--ALTERNATE I (DEC 1991)
52.233-03 PROTEST AFTER AWARD (AUG 1996) ALTERNATE I (JUN 1985)
52.237-02 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT AND VEGETATION (APR 1984)
52.237-03 CONTINUITY OF SERVICES (JAN 1991)
52.242-01 NOTICE OF INTENT TO DISALLOW COSTS (APR 1984)
52.243-02 CHANGES - COST REIMBURSEMENT - (AUG 1987)
ALTERNATE II (APR 1984)
52.243-07 NOTIFICATION OF CHANGES (APR 1984)
52.244-3 SUBCONTRACTS (TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS) (OCT 1997)
52.244-05 COMPETITION IN SUBCONTRACTING (DEC 1996)
52.245-05 GOVERNMENT PROPERTY COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACTS) (JAN 1986)
52.246-03 INSPECTION OF SUPPLIES -- COST REIMBURSEMENT (APR 1984)
52.246-05 INSPECTION OF SERVICES -- COST REIMBURSEMENT (APR 1984)
52.246-23 LIMITATION OF LIABILITY (FEB 1997)
52.246-25 LIMITATION OF LIABILITY-SERVICES (FEB 1997)
52.247-01 COMMERCIAL BILL OF LADING NOTATIONS (APR 1984)
52.247-35 F.O.B. DESTINATION, WITHIN CONSIGNEE'S PREMISES (APR 1984)
52.247-63 PREFERENCE FOR U.S. AIR FLAG CARRIERS (JAN 1997)

52.247-64 PREFERENCE FOR PRIVATELY OWNED U.S.-FLAG
COMMERCIAL VESSELS (JUN 1997)
52.248-01 VALUE ENGINEERING (MAR 1989)
52.249-5 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT
(EDUCATIONAL AND OTHER NONPROFIT INSTITUTIONS
(SEP 1996)
52.249-6 TERMINATION (COST REIMBURSEMENT) (SEP 1996)--
ALTERNATE IV (SEP 1996)
52.249-14 EXCUSABLE DELAYS (APR 1984)
52.251-1 GOVERNMENT SUPPLY SOURCES (APR 1984)
52.253-1 COMPUTER GENERATED FORMS (JAN 1991)

I.2 A.I.D. ACQUISITION REGULATION (48 CFR CHAPTER 7) CLAUSES

752.202-01, ALT. 70 A.I.D. DEFINITIONS CLAUSE -- GENERAL SUPPLEMENT
FOR USE IN ALL A.I.D. CONTRACTS (JAN 1990)
752.202-01, ALT. 72 A.I.D. DEFINITIONS CLAUSE -- SUPPLEMENT FOR
A.I.D. CONTRACTS INVOLVING PERFORMANCE OVERSEAS
(DEC 1986)
752.209-71 ORGANIZATIONAL CONFLICTS OF INTEREST DISCOVERED
AFTER AWARD (JUN 1993)
752.211-70 LANGUAGE AND MEASUREMENT (JUN 1992)
752.225-70 SOURCE, ORIGIN AND NATIONALITY REQUIREMENTS (FEB
1997)
752.225-71 LOCAL PROCUREMENT (FEB 1997)
752.228-7 INSURANCE -- LIABILITY TO THIRD PERSONS
752.228-9 CARGO INSURANCE
752.232-7 PAYMENTS UNDER TIME-AND-MATERIAL AND LABOR-HOUR
CONTRACTS
752.242-70 PERIODIC PROGRESS REPORTS (JUL 1998)
752.245-71 TITLE TO AND CARE OF PROPERTY (APR 1984)
752.7001 BIOGRAPHICAL DATA (JUL 1997)
752.7002 TRAVEL AND TRANSPORTATION (JAN 1990)
752.7003 DOCUMENTATION FOR PAYMENT (APR 1984)
752.7004 EMERGENCY LOCATOR INFORMATION (JUL 1997)
752.7005 SUBMISSION REQUIREMENTS FOR DEVELOPMENT
EXPERIENCE DOCUMENTS (OCT 1997)
752.7006 NOTICES (APR 1984)
752.7008 USE OF GOVERNMENT FACILITIES OR PERSONNEL (APR
1984)
752.7009 MARKING (JAN 1993)
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 (JUL 1997)
752.7018 HEALTH AND ACCIDENT COVERAGE FOR AID PARTICIPANT
TRAINEES (OCT 1989)
752.7019 PARTICIPANT TRAINING (JUL 1996)
752.7023 REQUIRED VISA FORM FOR AID PARTICIPANTS (APR
1984)
752.7025 APPROVALS (APR 1984)
752.7026 REPORTS (OCT 1996)
752.7027 PERSONNEL (DEC 1990)

752.7028	DIFFERENTIALS AND ALLOWANCES (JUL 1996)
752.7029	POST PRIVILEGES (JUL 1993)
752.7032	INTERNATIONAL TRAVEL APPROVAL AND NOTIFICATION REQUIREMENTS (JAN 1990)
752.7033	PHYSICAL FITNESS (JUL 1997)
752.7034	ACKNOWLEDGEMENT AND DISCLAIMER (DEC 1991)
752.7035	PUBLIC NOTICES (DEC 1991)

I.3 ALTERED CONTRACT CLAUSES

Portions of this contract are altered as follows:

(a) In the clause entitled "Payment for Overtime Premiums" (FAR 52.222-02), insert "zero" in the blank in paragraph (a).

(b) In clause "Workers' Compensation and War-Hazard Insurance Overseas" (FAR 52.228-3) add the following:

"(a) The contractor agrees to procure Defense Base Act (DBA) Insurance pursuant to the terms of the contract between USAID and USAID DBA insurance carrier unless the contractor has a DBA self insurance program approved by the Department of Labor or has an approved retrospective rating agreement for DBA.

(b) If USAID or the contractor has secured a waiver of DBA coverage for contractor's employees who are not citizens of, residents of, or hired in the United States, the contractor agrees to provide such employees with worker's compensation benefits as required by the laws of the employees native country, whichever offers greater benefits. The list of countries for which USAID has secured waiver of DBA coverage is included as an attachment in Section J.

(c) The contractor further agrees to insert in all subcontracts hereunder to which the DBA is applicable, a clause similar to this clause, including this sentence, imposing on all subcontractors a like requirement to provide overseas workmen's compensation insurance coverage and obtain DBA coverage under the aid requirements contract."

(c) In the clause entitled "Payments Under Time-and-Materials and Labor-Hour Contracts" (FAR 52.232-7), Add the following preamble:

"For the purposes of this clause certain terms shall be interpreted as follows: the term 'contract(s)' includes 'task order(s)'; 'hour(s)', or 'hourly' may be calculated in terms of 'day(s)' or 'daily (8 hours)'; and 'materials' includes 'other direct costs'."

(d) In the clause entitled "Notification of Changes" (FAR 52.243-07), Insert "7 days" in the blank in paragraph (b).

(e) Class Deviation to FAR 52.222-35, Affirmative Action for Special Disabled and Vietnam Era Veterans (APR 1984).

In order to implement applicable laws and Department of Labor regulations, the clause at FAR 52.222-35 is amended as follows:

1. Paragraph (a) is revised to read as follows:

(a) Definitions.

"Appropriate office of the State employment service system," as used in this clause, means the local office of the Federal-state national system of public employment offices with assigned responsibility for serving the area where the employment opening is to be filled, including the District of Columbia, Guam, the Commonwealth of Puerto Rico, and the Virgin Islands.

"Positions that will be filled from within the Contractor's organization," as used in this clause, means employment openings for which no consideration will be given to persons outside the Contractor's organization (including any affiliates, subsidiaries, and the parent companies) and includes any openings that the Contractor proposes to fill from regularly established "recall" lists.

"Employment openings," used in this clause, includes full-time employment, temporary employment of over 3 days, and part-time employment, but does not include (1) executive and top management positions, (2) positions that will be filled from within the Contractor's organization or under a customary and traditional employer-union hiring arrangement, or (3) openings in an educational institution that are restricted to students of that institution.

2. Paragraph (c) (1), (2) and (3) are amended by deleting the word "suitable" wherever it appears.

3. Paragraph (d) (1) is revised as follows:

(d) Applicability.

(1) This clause does not apply to the listing of employment openings which occur and are filled outside the 50 States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, and the Virgin Islands.

(f) Pursuant to the clause of this contract entitled "Payments under Time-and-Materials and Labor-Hour Contracts" (AIDAR 752.232-07), the term "materials" includes "other direct costs," i.e., costs not included in the fixed daily rates and multipliers. In referring to "other direct costs," the clause of this contract entitled "Payments under Time-and-Materials and Labor-Hour Contracts" (FAR 52.232-07), as amended by the aforesaid AIDAR clause of the same name, includes subcontracts. For the purposes of this contract, however, references in the clauses of this contract entitled "Payments under Time-and-Materials and Labor-Hour Contracts" (FAR 52.232-07) and "Subcontracts (Time-and-Materials and Labor-Hour Contracts)" (FAR 52.244-03) to the term "subcontracts" mean: (A) purchase orders and subcontracts for purposes other than technical assistance services to be

provided/performed under a task order issued hereunder; or (B) for that portion of subcontracts with subcontractors for technical assistance services which are not associated with, or included in, the fixed daily rates set forth in the task order, which shall be entirely included as a reimbursable cost and will not be included in the fixed daily rates described in Section B.3.(a) above. No indirect costs, profit, or any other burden will be applied to subcontracts, which shall be reimbursed on an actual expense basis.

(g) In clause "Government Property (Cost Reimbursement, Time-and-Material, or Labor-Hour Contracts)" (FAR 52.245-5) insert the following preceding the text of the FAR clause:

"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."

Reporting requirement to be inserted following the text of the FAR clause.

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:

Annual Report of Government Property
in Contractor's Custody
(name of contractor)
as of (end of contract year), 19xx

Motor Vehicles	furniture and furnishings	other non-expendable property	office living quarters
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- a. Value of property
as of last report
- b. Transactions during this reporting period.
1. Acquisitions (add):
- a. Purchased by contractor 1/
 - b. Transferred from aid 2/
 - c. Transferred from others- without reimbursement 3/
2. Disposals (deduct):
- a. Returned to aid
 - b. Transferred to aid- contractor purchased
 - c. Transferred to other government agencies 3/
 - d. Other disposals 3/
- c. Value of property as of reporting date
- d. Estimated average age of contractor held property _____ years _____ years _____ years

1/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.

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

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

Property inventory verifications

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"

I.4 COMMUNICATION PRODUCTS (OCT 1994)

I.4.(a) Definition - Communications products are any printed material (other than non-color photocopy material), photographic services or video production services.

I.4.(b) Standards - AID has established standards for communications products. These standards must be followed unless otherwise specifically provided in the contract or approved in writing by the contracting officer. A copy of the standards for AID-financed publications and video productions is attached.

I.4.(c) Communications products which meet any of the following criteria are not eligible under this contract unless specifically authorized in the schedule of the contract or in writing by the contract officer:

- (1) All communications materials funded by operating expense account funds.
- (2) Any communication products costing over \$25,000, including the costs of both preparation and execution. For example, in the case of a publication, the costs will include research, writing and other editorial services (including any associated overhead), design, layout and production costs.
- (3) Any communication products that will be sent directly to, or is likely to be seen by, a Member of Congress or Congressional staffer.
- (4) Any publication that will have more than 50 percent of its copies distributed in the United States (excluding copies provided to CDIE and other AID/W offices for internal use).

I.4.(d) The initial proposal must provide a separate estimate of the cost of every communications product as defined in paragraph (a) above [not just those which meet the criteria in paragraph (c)] which is anticipated under the contract. Each estimate must include all of the costs associated with preparation and execution of the product. Any

subsequent request for approval of a covered communication product must provide the same type of cost information.

I.5 AIDAR 752.228-70 MEDICAL EVACUATION SERVICES (MAR 1993)

I.5.(a) Contractors agree to provide MEDEVAC service coverage to all U.S. Citizen, U.S. Resident alien, and third country national employees and their authorized dependents while overseas under an aid financed direct contract. Coverage shall be obtained pursuant to the terms of the contract between USAID and USAID's MEDEVAC service provider unless exempted in accordance with paragraph (b) of this clause.

I.5.(b) The following are exempted from the requirements in paragraph (a) of this clause:

(i) eligible employees and their dependents with a health insurance program that includes sufficient medevac coverage as approved by the contracting officer.

(ii) eligible employees and their dependents located at missions where the mission director makes a written determination to waive the requirement for such coverage based on findings that the quality of local medical services or other circumstances obviate the need for such coverage.

I.5.(c) Contractors further agree to insert in all subcontracts hereunder to which the MEDEVAC coverage is applicable, a clause similar to this clause, including this sentence, imposing on all subcontractors a like requirement to provide medical evacuation services coverage and obtain MEDEVAC coverage in accordance with the contract between USAID and USAID's MEDEVAC service provider.

END OF SECTION I

SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

- J.1 Subcontracting Plan
- J.2 Standards for USAID-Funded Publications and Video Productions
- J.3 Defense Base Act (DBA) Waiver List
- J.4 USAID Form 1420-66 Contractor Performance Evaluation

END OF SECTION J

**SMALL BUSINESS, SMALL DISADVANTAGED BUSINESS, AND
WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN
DECEMBER 9, 1998**

CONTRACTOR: Deloitte Touche Tohmatsu Emerging Markets Ltd.

ADDRESS: 555 12th Street, NW, Suite 500
Washington, DC 20004-1207

SOLICITATION OR CONTRACT NUMBER: RFP No. OP/B/PCE-98-001

PROJECT TITLE: Support for Economic Growth and Institutional Reform - Financial Services

TOTAL AMOUNT OF CONTRACT: To Be Determined

PERIOD OF PERFORMANCE: Five Years from Contract Award

Federal Acquisition Regulation (FAR), paragraph 19.708(b) prescribes the use of the clause at FAR 52.219-9 entitled "Small Business, Small Disadvantaged Business, and Women Owned Small Business Subcontracting Plan." The following is the subcontracting plan which will apply to any contract awarded to Deloitte Touche Tohmatsu Emerging Markets Ltd. (Deloitte Emerging Markets) representative of Deloitte Touche Tohmatsu in connection with the above solicitation. Deloitte Emerging Markets is strongly committed to an orderly and progressive program to meet the spirit and intents of USAID's small business, small disadvantaged business, and women-owned small business program. Good faith attempts and innovative best efforts will be extended by Deloitte Emerging Markets in this regard.

It is the policy of Deloitte Emerging Markets is to actively to seek out small business, small disadvantaged business, and women-owned small business subcontractors with the following capabilities, in all area where services and supplies are required:

- Specific, substantive programmatic experience
- Specific technical skills
- Expertise in areas which complement and supplement the expertise of Deloitte Emerging Markets.

1. Type of Plan

X Individual plan (All elements developed specifically for this contract and applicable for the full term of this contract).

___ Master plan (Goals developed for this contract; all other elements standard; must be

renewed annually).

Commercial products plan (Contractor sells large quantities of off-the-shelf commodities to many Government agencies. Plans/goals negotiated by a lead agency on a company-wide basis rather than for individual contracts. Plan effective only during year approved. Contractor must provide copy of lead agency approval).

2. Goals

- (a) The following percentage goals are applicable to the contract to be awarded under the solicitation cited above.

Since this is an indefinite quantity contract and total contract value will not be established until contract end, it is not possible to establish dollar goals for work to be subcontracted. However, we will make good faith efforts to achieve, on a delivery order basis, for those delivery orders under which we have an opportunity to award work to small, small disadvantaged, and women-owned small businesses, the percentage goals listed below.

- (i) The total amount of subcontracting planned under this contract is: 50%.
 - (ii) Small business concerns: 15% of total dollars under this contract will go to subcontractors who are small business concerns.
 - (iii) Small disadvantaged business concerns: 3% of total dollars under this contract will go to subcontractors who are small business concerns owned and controlled by socially and economically disadvantaged individuals.
 - (iv) Small women-owned business concerns: 2% of total dollars under this contract will go to subcontractors who are small business concerns owned and controlled by women.
- (b) A range of professional services will be subcontracted to small businesses, small disadvantaged businesses, and women-owned small businesses. We have not yet determined the most appropriate work areas in the contract for participation of all firms; those determinations will be made throughout the course of the contract.

At the current time, we envision the following principal products and/or services to be subcontracted under this contract, and the distribution among all subcontractors (i.e., large business [LB], small business [SB], small disadvantaged business [SDB], and women-owned small business [W-OSB]):

LB- Deloitte Touche Tohmatsu is a world leader in financial sector services and one of the premier accounting and auditing, management consulting, and tax services firms. Our national practices serve multinational and large national enterprises, public institutions, and tens of thousands of fast-growing small businesses. With more than 72,000 people in 128 countries, our

internationally experienced professionals deliver seamless, consistent services wherever our clients operate. Deloitte Touche Tohmatsu Emerging Markets (Deloitte Emerging Markets) manages our firm's services to donor agencies and sovereign governments, coordinating resources from our 128 national practices. Deloitte Emerging Markets brings together over 100 staff with extensive emerging markets experience, based out of offices in Washington, D.C.; Guelph, Canada; and Brussels, Belgium. For this contract, Deloitte Emerging Markets' services will focus on bank privatization, SME credit, bank restructuring, troubled financial institutions, tax, agrofinance, investment funds, development finance, privatization-linked capital market instruments, bank diagnostics, accounting reform, financial management information systems. As Prime Contractor, we will also be responsible for overall project management.

SB- The Aries Group, Ltd. is a financial sector consulting firm which specializes in the areas of banking and capital market development. During the past sixteen years, The Aries Group and its principals have undertaken over 70 projects in more than 35 countries, each involving institutional development and legal and regulatory reform. The Aries Group has conducted over 20 banking sector projects designed to establish central banking institutions capable of conducting effective monetary policy and ensuring the soundness of the banking system, modernize banking operations, and to develop legal and regulatory frameworks which promote stability within the banking sector. The Aries Group assists in developing bank supervisory and examination procedures; formulating policies for dealing with failing institutions; developing staff capabilities; designing appropriate organizational structures and information systems; as well as reviewing and drafting banking sector laws and regulations. For this contract, The Aries Group's services will focus on bank regulation/supervision, capital market regulation and operations and central banking.

LG - PADCO, Inc. is an employee-owned international urban, local government, and regional planning and development firm with permanent, fully-operational offices in Washington, DC., Moscow and St. Petersburg, along with project offices in every developing region. The firm employs a technical and corporate staff of more than 120 professionals. Over its 35 year history in 85 countries around the globe, PADCO has developed and implemented a host of methodologies and implemented numerous technical assistance projects including: Housing Finance Strategy Methodology -- PADCO has assisted USAID formulate guidelines and conduct methodologies to assess needs and strategies for improving housing finance systems including construction and mortgage lending and secondary mortgage market development; Municipal Finance and Governance Assessment --PADCO regularly conducts broad-based assessments of municipal credit worthiness,

own source revenue generation, budgeting, capital investment, tax and user fee collection, grant management, and management training needs; Social Sector and Pension Reform -- PADCO has formulated a successful methodology in Ukraine that has reduced and rationalized very large communal services and housing subsidies. Cost recovery for these programs is now nearing 90 percent and subsidies once representing 40 percent of GDP have been virtually eliminated. For this contract, PADCO's services will focus on municipal finance, housing guarantee facilities, and housing finance will also participate in infrastructure finance.

SB - First Washington Associates, Ltd. (FWA) provides international financial management technical assistance and consulting to a full range of financial institutions including eximbanks, export credit agencies, commercial banks, development banks and housing finance institutions. FWA has provided a wide array of technical assistance services to support financial and capital markets development in 90 countries worldwide, including specialized practices in payment systems, electronic funds transfer, bank operations, credit rating agency development, securities clearing and settlement. In addition, FWA is the oldest and most active private consulting firm in the world specializing in the establishment and strengthening of national export credit, guarantee and insurance programs. For this contract, FWA's services will focus on trade finance, credit rating agencies, political risk schemes and export finance.

W-OSB - ADB & Associates, Ltd. (ADB&A) is a small woman owned consulting firm dedicated to providing consulting services and training to corporations, governments, bilateral and international organizations. Recent projects have focused housing finance issues, analyzing social and political impact of projects, and assessing financial viability of financial institutions. For this contract, ADB & A will focus on venture funds, and housing finance.

SDB - Roop Management Inc. (RMI) is a privately owned small business serving clients globally. The company is dedicated to providing quality, innovative, and response services and products in management, technology, and engineering to major government agencies, institutions, and corporations. RMI provides management, technology, and engineering services in areas of program management, financial management, public relations, privatization, information technology, system engineering, and system integration. For this contract, RMI will focus on procurement and automation.

LG - Nathan Associates Inc. for over 50 years has provided economic and management consulting experience in over 100 countries worldwide. Nathan Associates Inc. has a core staff of 70 dedicated economists and financial analysts, many of whom have been with the firm for 15 to 20 years, supported

by a large network of experts in highly specialized disciplines. Macroeconomic policy, infrastructure planning and finance, trade policy, investment promotion, labor policy, and deregulation are some of the cornerstones of the firm's work. Specifically, Nathan Associates has been involved in many financial sector projects that incorporate various aspects of financial sector reform, macroeconomic policy, bank supervision, financial sector assessment, and infrastructure finance. For this contract, Nathan Associates' services will focus on financial sector policy reform, financial sector assessment/survey, and macro-economic policy.

We wish to point out that we do not believe our subcontracting goals will be fully met through the firms identified in the technical proposal. Previous experience has shown that, particularly on IQCs, requirements change throughout the course of the project. Accordingly, we expect to include additional subcontractors as project requirements arise and as specifically requested to do so by USAID.

- (c) The subcontracting goals were developed based on our understanding of the types of services to be provided under this contract and our previous experience in providing similar services. From extensive past experience, we are familiar with the capabilities and experience of the firms in the project team and have access to other firms which may be required.
- (d) Indirect costs have not been included in the percentage subcontracting goals stated above.
- (e) Since indirect costs have not been included, it is not necessary to describe methods of determination.

3. Administration

The following individual will administer the subcontracting program:

Name:	Robert J. F. McPhail
Address and Telephone:	Deloitte Touche Tohmatsu Emerging Markets. 555 12th Street, NW Suite 500 Washington, D.C. 20004-1207
Title:	Partner

This individual's specific duties, as they relate to the firm's subcontracting program, are to provide oversight for Deloitte Emerging Markets' small business program, the development, preparation, and execution of individual subcontracting plans, and monitoring performance relative to contractual subcontracting requirements contained in this plan, including but not limited to:

- (a) Developing and promoting company-wide policy initiatives that demonstrate the company's support for awarding contracts and subcontracts to small, small disadvantaged, and women-owned small business concerns; assuring that small, small disadvantaged, and women-owned businesses are included on the source lists for solicitations for products and services for which they are capable of providing;
- (b) Developing and maintaining bidders' lists of small and small disadvantaged business concerns from all possible sources;
- (c) Ensuring periodic rotation of potential subcontractors on bidder's lists'
- (d) Ensuring that procurement packages are structured to permit small, small disadvantaged and women-owned business concerns to participate to the maximum extent possible
- (e) Making arrangements for the utilization of various sources for the identification of small, small disadvantaged, and women-owned small businesses such as the SBA's Procurement Automated Source System (PASS), the National Minority Purchasing Council Vendor Information Service, the Office of Minority Business Data Center in the Department of Commerce, and the facilities of local small business and minority associations, and maintaining contact with the Federal agency's Small and Disadvantaged Business Utilization Specialist.
- (f) Overseeing the establishment and maintenance of contract and subcontract award records;
- (g) Attending or arranging for the attendance of company counselors at Business Opportunity Workshops, Minority Business Enterprise Seminars, Trade Fairs, Procurement Conferences;
- (h) Ensuring small, small disadvantaged, and women-owned small business concerns are made aware of subcontracting opportunities and of how to prepare responsive bids to the company;
- (i) Conducting or arranging for the conduct of training for purchasing personnel regarding the intent and impact of Public Law 95-507 on purchasing procedures;
- (j) Monitoring the company's performance and making any adjustments necessary to achieve the Subcontracting Plan goals;
- (k) Preparing and submitting timely, required Subcontracting Reports including SF 294 and SF 295;

- (l) Coordinating the company's activities during the conduct of compliance reviews by Federal Agencies; and,
- (m) Additions to (or deletions from) the duties specified above are as follows:
 - (i) Providing notice to subcontractors, similar to that in the solicitation provision at 52.219-1, concerning penalties for misrepresentations of business status as small business or small disadvantaged business for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in D&T's subcontracting plan
 - (ii) Awarding subcontracts to the bidder who is most responsive to the solicitation and most advantageous with regard to price and operating capabilities. Subcontractors must provide clear and accurate descriptions of the technical requirements of a program. Only subcontractors who have the ability to perform the task, demonstrate integrity, and have access to necessary sources will be considered.

4. Equitable Opportunity

Deloitte Emerging Markets has made an effort to identify small and small disadvantaged businesses with capabilities which complement and enhance our own. As these businesses are identified, we meet with them to discuss areas of mutual interest and we collect information regarding their capabilities. We maintain files regarding the capabilities and areas of interest of the businesses we have contacted. These files are normally our primary resource for identifying potential subcontractors for specific opportunities.

Further, we tend to rely on subcontractors with whom we have had previous successful collaborations.

The following efforts will be taken to assure that SB and SDB concerns will have an equitable opportunity to compete for subcontracts:

- (a) Outreach efforts will be made as follows:
 - (i) Contacts with minority and small business trade associations
 - (ii) Contacts with business development organizations
 - (iii) Attendance at small and minority business procurement conferences and trade fairs
 - (iv) Sources will be requested from: the SBA's PASS system; the National Minority Purchasing Council Vendor Information Service; the Research and Information Division of the Minority Business Development Agency, Department of Commerce; the National Minority Business Directory; the National Association of Women Business Owners; and the National Small Business Association.

- (v) Placement of newspaper and magazine ads which encourage new sources.
- (b) The following internal efforts will be made to guide and encourage buyers:
 - (i) Workshops, seminars, and training programs will be conducted
 - (ii) Establishing, maintaining and using small, small disadvantaged and women-owned small businesses source lists, guides, and other data for soliciting subcontracts
 - (iii) Activities will be monitored to evaluate compliance with this subcontracting plan.
- (c) SB and SDB concern source lists, guides, and other data identifying SB and SDB concerns will be maintained and utilized by buyers in soliciting subcontracts.
- (d) Additions to (or deletions from) the above listed efforts are as follows: None.

5. Flow-Down Clause

Deloitte Emerging Markets agrees to include the provisions under FAR 52.219-8, "Utilization of Small Business Concerns, Small Disadvantaged Business Concerns, and Women-Owned Small Business Concerns," in all subcontracts which offer further subcontracting opportunities. All subcontractors, except small business concerns, that receive subcontracts in excess of \$500,000 (\$1,000,000 for construction) will be required to adopt and comply with a plan similar to the plan required by FAR 52.219-9, "Small Business, Small Disadvantaged Business, and Women-Owned Small Business Subcontracting Plan." Ref. FAR 19.704(a)(4).

6. Reporting and Cooperation

Deloitte Emerging Markets agrees to (1) cooperate in any studies or surveys that may be required by USAID or the Small Business Administration in order to determine the extent of compliance by the bidder with the subcontracting plan; (2) submit periodic reports which show compliance with the Subcontracting Plan; (3) submit Standard Form SF 294, "Subcontracting Report for Individual Contracts," and SF 295, "Summary Subcontract Report," in accordance with the instructions on the forms; and (4) ensure that subcontractors agree to submit SF 294 and SF 295.

<u>Reporting Period</u>	<u>Report Due</u>	<u>Due Date</u>
Oct 1 - Mar 31	SF 294	04/30
Apr 1 - Sep 30	SF 294	10/30
Oct 1 - Sep 30	SF 295	10/30

SF 294 and SF 295 to be submitted to:

Director
Office of Small and Disadvantaged Business
Utilization/Minority Resource Center
U.S. Agency for International Development
Washington, DC 20523-1414

7. Recordkeeping

Deloitte Emerging Markets agrees that it will maintain at least the following types of records to document compliance with this subcontracting plan:

- (a) SB and SDB concern source lists, guides, and other data identifying SB/SDB vendors
- (b) Organizations contacted in an attempt to locate sources that are SB or SDB concerns
- (c) Records on each subcontract solicitation resulting in an award of more than \$100,000, indicating: (i) whether small business concerns were solicited and if not, why not; (ii) whether small disadvantaged business concerns were solicited and if not, why not; and (iii) whether women-owned small business concerns were solicited, and if not, why not and (iv) the reason award was not made to a small business concern
- (d) Records of any outreach efforts to contact trade associations, business development organizations, and conferences and trade fairs to locate small and minority business procurement conferences and trade fairs;
- (e) Records of internal guidance and encouragement provided to buyers through workshops, seminars, training, etc., and monitoring performance to evaluate compliance with the program's requirements
- (f) On a contract-by-contract basis, records to support award data submitted by the offeror to the Government, including the name, address, and business size of each subcontractor. Contractors having company or division-wide annual plans need not comply with this requirement.

This subcontracting plan was submitted by:

Robert J.F. McPhail

Signature:

Typed Name: Robert J.F. McPhail

Title: Partner

Date Prepared: December 9, 1998

Phone No.: (202) 879-5600

STANDARDS FOR USAID-FUNDED PUBLICATIONS

The following standards are intended as general guidelines for the production of USAID-funded publications that fall within the scope of those requiring LPA approval.

The purpose of establishing basic standards is to enable LPA to work in a cooperative effort with agency bureaus and field missions to produce informative, professional and cost-effective products that meet the needs of a designated audience. The audience and distribution plans must be clearly defined and justification given that a real need exists for the proposed publication.

We are fully aware that there will be situations that warrant exceptions to these standards. Exceptions will be made by LPA on a case-by-case basis.

I. Publications intended for a U.S. audience, including Congress:

A. Use of color: Two-color maximum for both cover and text (black or blue ink, generally used for text, counts as one color). In the case of publications such as conference proceedings, one color is the standard.

B. Paper: For both cover and text, use the most cost effective stock that suits the publication's purpose. Make every effort to use recycled paper. Do not use heavy stock.

C. Photos: Black-and-white

D. Content: Emphasize results achieved toward sustainable development through USAID programs. NOTE: In most cases, LPA will ask for a separate textual (ASCII) version of the final document for possible posting on USAID's Internet, which at present can support text only.

E. Design: Avoid expensive folds/paper cuts, inserts/foldouts, die cuts, embossing, foil stamps and other design elements that add additional expense.

II. Reports Required by Congress

Most reports should be in typewritten, xeroxed format and respond specifically to what is required by statute.

III. Use of metric units of measurement

Unless a waiver is granted, metric units are to be used in accordance with Executive Order 12770. Traditional units may be shown in parentheses after metric.

IV. Use of Agency logo

The USAID logo (or the name of the agency written out) should be displayed prominently, e.g., on the cover or title page.

V. Approval Form

LPA is developing a "request-for-approval" form that will be put on the agency wide computer network as a macro to simplify and streamline the approval process. Information that will be required is as follows: type and design/format of publication; justification for its need; clearly defined audience and distribution plans; print run; budget breakdown including costs for photographic services (if a contract photographer is used), writing, editing, design, layout and printing; whether OE or program funds are being used; and plans to evaluate the effectiveness of the product.

VI. Publications produced through USAID-funded grants and contracts are subject to these standards.

STANDARDS FOR USAID-FUNDED VIDEO PRODUCTIONS

The following standards are intended as general guidelines for USAID-funded video productions that require LPA approval.

The purpose of establishing these basic standards is to enable LPA to work in cooperation with agency bureaus and field missions to produce informative, professional and cost-effective programs that meet the needs of the designated audience. The audience and distribution plans must be clearly defined. The purpose and production plans must be justified and must support a real need.

We are aware that USAID video productions generally fall into two categories--those produced for information/education of U.S. audiences, and those produced with program funds for largely foreign audiences. These guidelines will help missions decide which programs warrant video productions and how these should be produced.

We are also aware that certain situations will justify exceptions to these standards. Exceptions will be made by LPA on a case-by-case basis.

I. Basic Guidelines

A. Content: Videos intended for U.S. audiences, including Congress, should portray concrete results or chronicle a USAID success story. The video should not be a "promo" for a contractor or a specialized technical report aimed at a narrow audience of experts. Videos produced with program funds for foreign audiences would usually be training tapes or other instructional material.

Also, LPA will not approve video recordings of conference proceedings that can more appropriately be shared as written transcripts or audiocassette recordings.

B. Format: The program should be shot in a professional television format: BETA, BETA-SP, or 3/4". Only viewing copies should be made in VHS. Programs may be shot in American TV standard (NTSC) or in PAL or SECAM TV standard.

C. Producers: Direct contracts must comply with OFPP Letter No. 79-4 which establish a "Government-Wide Contracting System for Motion Picture and Videotape Productions" (as required by OFPP by OFPP letter 79-4.) The designated production team must have a track record producing information/education programs or other professional broadcast products. A brief list of previously produced programs should be included.

D. Length: The video should be no more than 15 minutes, unless there is a strong justification.

E. Copies: The number should be determined by the bureau/mission and reflected in the production budget. Viewing copies for NGOs, PVOs and local officials should be in VHS. Copies for local TV placement must be in 3/4" or BETA. A copy of the master of the finished program must be sent to the LPA video archive.

II. Approval Form

To simplify the approval process, LPA is developing a macro for the "request-for-approval" form that will be put on the agency wide computer network. The following information will be required.

- A. A general description of the subject of the video.
- B. The intended audience and a detailed distribution plan.
- C. Whether OE or program funds will be used.
- D. Budget breakdown to include costs for the following items:
 - Pre-production: research, script, shooting schedule (where the video will be shot);
 - Production: how many shooting days (include travel days), how much per day for the crew plus equipment. Please note: where possible, a local crew should be used; and
 - Editing: how many hours, how much per hour, how much for graphics and titles.
- E. Discussion of plans to evaluate the script and the "rough cut" for the effectiveness of the product.

III. Videos produced through USAID-funded grants and contracts are subject to these standards.

Note: All videos produced with USAID funds must be deposited in the LPA video archive. This includes all "source" tapes, plus a copy of the completed master program.

DEFENSE BASE ACT (DBA) WAIVER LIST
AS OF 9/8/98

Afghanistan	Haiti	St Lucia
Albania	Honduras	St. Vincent
Antigua	Hungary	Senegal
Armenia	India	Serbia
Azerbaijan	Indonesia	Seychelles
Bahamas	Israel	Sierra Leone
Bangladesh	Italy	Slovak Republic
Barbados	Jamaica	Slovenia
Belarus	Jordan	Somalia
Belize	Kazakhstan	South Africa
Benin	Kenya	Sri Lanka
Bolivia	Korea	Sudan
Bosnia & Hercegovina	Krygyzstan	Swaziland
Botswana	Latvia	Syria
Brazil	Lebanon	Tajikistan
Bulgaria	Lesotho	Tanzania
Burkina Faso	Liberia	Thailand
Burundi	Lithuania	Togo
Cambodia	Macedonia	Tonga
Cameroon	Madagascar	Tunisia
Cape Verde	Malawi	Turkey
Chad	Mali	Turkmenistan
Chile	Mauritania	Uganda
Colombia	Mauritius	Ukraine
Costa Rica	Mexico	Uruguay
Cote d'Ivoire	Moldova	Uzbekistan
Croatia	Mongolia	Vietnam
Czech Republic	Montenegro	Western Samoa
Democratic Republic of the Congo	Morocco	Yemen
Djibouti	Mozambique	Yugoslavia
Dominica	Namibia	Zambia
Dominican Republic	Nepal	Zimbabwe
Ecuador	New Caledonia	
Egypt	Nicaragua	
El Salvador	Niger	
Equatorial Guinea	Nigeria	
Estonia	Oman	
Ethiopia	Pakistan	
Fiji	Panama	
Gambia	Papua New Guinea	
Georgia	Paraguay	
Ghana	Peru	
Grenada	Philippines	
Guatemala	Poland	
Guinea	Portugal	
Guinea-Bissau	Romania	
Guyana	Russian Federation	
	Rwanda	
	St. Christopher & Nevis	

CONTRACTOR PERFORMANCE REPORT

 Final or Interim - Period Report: From_ To_

1. Contractor Name and Address: Attn:	2. Contract Number:
	3. Contract Value:
	4. Award Date: Completion Date:
5. Type of Contract: <input type="checkbox"/> FP <input type="checkbox"/> CR <input type="checkbox"/> CPFF <input type="checkbox"/> CPIF <input type="checkbox"/> CPAF <input type="checkbox"/> Other (specify)	
6. Description of Requirement:	
7. Ratings. (comments required to support a score above or to explain a score below a "3")	
A. Quality - Comments	
B. Cost Control - Comments	
C. Timeliness - Comments	
D. Customer Satisfaction - USAID - Comments	
E. Customer Satisfaction - End Users - Comments	
Total Score (sum of scores from each area):	
Mean Score (sum of scores divided by number of areas evaluated):	

8. Key Personnel/Subcontractor

A. Key Personnel (name, title, employment dates)

(1) Name:

Title: Employment Dates:

(2) Name:

Title: Employment Dates:

(3) Name:

Title: Employment Dates:

B. Subcontractors (Name of firm, value of contract, begin/end dates)

(1) Name:

Value: Begin Date: End Date:

(2) Name:

Value: Begin Date: End Date:

(3) Name:

Value: Begin Date: End Date:

9. Would you select the firm again? Please explain. (answer only for the final and not interim evaluation)

10. CTO's Name/Org. id Date Sent to Contractor:

Phone/Fax Number: Sent by: (initials)

11. Contractor's Review. Did the contractor provide comments, rebuttals, or additional information? [] Yes [] No
If yes, did the Agency agree with the contractor's response? [] Yes [] No If no, see block 13.

12. Contractor's Contact Date Received by Agency:

Phone, Fax, or Internet Address Rec'd by: (initials)

13. Agency Review. Were differences with contractor reviewed at a level above the contracting officer? [] Yes [] No
If yes, please attach review decision. If no, please explain below.

14. Final Ratings. Validate or revise scores in Block 7 based on contractor's comments and Agency's review.

Quality	Cost Control	Timeliness	Customer Satisfaction	
			USAID	End

Mean Score (Add the ratings above and divide by the number of areas rated) 0.00

15. CO's Name Signature

Phone, Fax, or Internet Address Date

Note: This evaluation may be used to support future award decisions, and therefore is treated as SOURCE SELECTION INFORMATION.

79

Author: Ned Ballengee at D...US.NATTAX
Date: 7/1/99 09:55 AM
Priority: Normal
CC: Kathryn Snyder, Ian Driscall
TO: jsitton@brainy1.ie-eg.com at Internet-USA
CC: Teresa Mastrangelo
Subject: Re: Computer purchase

John

The wording in the contract is that the daily rate will include secretarial/administrative support, computer RENTAL, and report preparation costs.

I would thank that if we are expected to establish a office it would include all equipment need to operated the office including the purchase of computers. The purchase would be under geographic code OOO and the property would belong to the government at the end of the project.

Ned

Reply Separator

Subject: Computer purchase
Author: jsitton@brainy1.ie-eg.com at Internet-USA
Date: 7/1/99 08:26 AM

Ned -

I think my question regarding Amercian content has caused some confusion. I realize now that since the computers are in the overhead it doesn't matter where they come from because we are not charging USAID directly for them. They would be EMG assets to be used like any other computer we might give a consultant who comes out here. If we buy some thing for the project - such as a printer - we probably need to comply with USAID "000" sourcing.

By the way is a laser printer computer equipment or part of the cost of a local office? When I discussed a "tentative" budget with the USAID project office, I consider the printer, fax, etc. part of the cost of a local office. What is your opinion? If we buy the printer under the task order does it become USAID/Egypt property? If so i will buy it and lease it to the project?

- John



U.S. Agency for International Development
Bureau for Management
Office of Procurement
Washington, D.C. 20523

NOV 4 1999

Ms. Teresa Mastrangelo
Deloitte Touche Tohmatsu
555 12th Street, NW
Suite 500
Washington, DC 20004

Subject: Contract No. PCE-I-00-99-00008-00
Consent to Subcontract

Dear Ms. Mastrangelo:

Based on your request and the documentation included therewith, I hereby provide consent to Deloitte Touche Tohmatsu to subcontract with The Aries Group, Ltd., and First Washington Associates, Ltd.

In addition, I hereby provide general consent to Deloitte Touche Tohmatsu to subcontract with East-West Management Institute, Incorporated in performance of the subject Contract. Please note that cognizant Contracting Officer consent to subcontract will also be required in each instance you intend to subcontract with East-West Management Institute, Incorporated under task orders to the subject Contract. All subcontract prices/costs for East-West Management Institute, Incorporated are subject to negotiation with the cognizant Contracting Officer for each task order.

This consent is given with the understanding that sufficient funding exists in the subject Contract for the subcontracts, that there will be no increase in the total estimated cost of the subject Contract, and that additional funding will not be required as a result of entering into the subcontracts.

This consent does not constitute a determination of the acceptability of any subcontract terms and conditions, of the allowability of any cost under this contract, or relieve your firm of any responsibility for performing the subject Contract.

Sincerely,

Mark A. Walther
Contracting Officer
Division B/PCE
Office of Procurement



U.S. Agency for International Development
Bureau for Management
Office of Procurement
Washington, D.C. 20523

OCT 8 1999

Ms. Teresa Mastrangelo
Deloitte Touche Tohmatsu
555 12th Street, NW
Suite 500
Washington, DC 20004

Subject: Contract No. PCE-I-00-99-00008-00
Consent to Subcontract

Dear Ms. Mastrangelo:

Based on your request and the documentation included therewith, I hereby provide consent to Deloitte Touche Tohmatsu to subcontract with PADCO, Incorporated, ADB & Associates, and Nathan Associates, Incorporated.

In addition, I hereby provide general consent to Deloitte Touche Tohmatsu to subcontract with Weidemann Associates in performance of the subject Contract. Please note that cognizant Contracting Officer consent to subcontract will also be required in each instance you intend to subcontract with Weidemann Associates under task orders to the subject Contract. All subcontract prices/costs for Weidemann Associates are subject to negotiation with the cognizant Contracting Officer for each task order.

This consent is given with the understanding that sufficient funding exists in the subject Contract for the subcontracts, that there will be no increase in the total estimated cost of the subject Contract, and that additional funding will not be required as a result of entering into the subcontracts.

This consent does not constitute a determination of the acceptability of any subcontract terms and conditions, of the allowability of any cost under this contract, or relieve your firm of any responsibility for performing the subject Contract.

Sincerely,

A handwritten signature in black ink, appearing to read "Mark A. Walther", is written over a horizontal line.

Mark A. Walther
Contracting Officer
Division B/PCE
Office of Procurement

MB
LG

FAX TRANSMISSION

INTERNATIONAL RESOURCES GROUP

1211 Connecticut Avenue
Washington, D.C. 20036
202-289-0100
Fax: 202-289-7601

To: Mr. Matthew Buresch
Ms. Lili Getzstain
Deloitte Touche Tohmatsu
FAX: (202) 879-5607

Date: June 20, 2000

Pages: 2 including this cover sheet.

From: Judy Jhingory Webb,
Contracts Manager

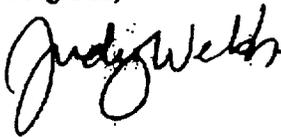
Subject: MOU and Task Order from Deloitte to IRG

COMMENTS:

Dear Matthew and Lili:

Please see attached the MOU and task order issued to IRG by your organization. I hope we can make this work for Burt to travel to the Ukraine during the week of July 4, 2000.

Regards,





Deloitte Touche Tohmatsu
ILA Group Ltd.
Suite 500
555 12th Street, N.W.
Washington, DC 20004-1207, USA

Telephone: (202) 879-5600
Facsimile: (202) 879-5607

10 pages

MEMORANDUM OF UNDERSTANDING

This memorandum of understanding, entered into on the 3rd day of September 1997, between Deloitte Touche Tohmatsu International ILA Group Ltd. (hereinafter referred to as Prime) and International Resources Group (hereinafter referred to as Subcontractor), sets forth the terms and conditions governing the management of the Support for Economic Growth and Institutional Reform (SEGIR) IQC Contract No. PCE-I-00-97-00016-00 and Subcontract No. SEGIR-IRG-00.

I. SEGIR IQC MANAGEMENT

The Prime's IQC management team is comprised of the following:

Teresa Mastrangelo, SEGIR Project Manager, has primary technical responsibility for the SEGIR IQC. She is responsible for the final selection of T.O. team candidates to be proposed to USAID, contributing to the technical content of SEGIR proposals, reviewing draft T.O. deliverables, etc.

Christine Brown has primary SEGIR contract management responsibility and will be the primary Subcontractor contact on a day-to-day basis. She is responsible for all preparation and negotiation of T.O. budgets, SEGIR financial and administrative reporting, Subcontract management, etc.

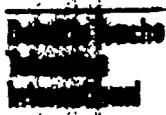
Jeff Baldwin has primary responsibility for the Prime's SEGIR marketing strategy and allocation of SEGIR marketing activities to Subcontractors.

Subcontractor agrees that overall management of the SEGIR IQC and the primary relationships with USAID are the sole responsibility of the Prime. Subcontractor agrees to obtain explicit prior approval from one of the Prime's IQC management team, Teresa Mastrangelo or Christine Brown, before making any direct contact with USAID personnel about SEGIR.

II. MARKETING

Prime will do mass mailing of brochure to USAID/W, USAID Missions and national practices.

Subcontractor will contribute to the marketing of SEGIR based upon the marketing strategy developed for the DTTI consortium.



01

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01/09/97-
06/19/00.

Subcontractor agrees to do the following while marketing SEGIR within USAID/W and in USAID missions and host country entities overseas:

- Notify Prime of Subcontractor's intent to meet with specified USAID and host country personnel for the primary purpose of marketing SEGIR. Prior notification is necessary to ensure two things: (1) the same USAID and host country personnel are not contacted multiple times by different members of the Prime's SEGIR consortium; and (2) the Prime can notify Deloitte & Touche national practice (DTTI) personnel in the country (if any) of Subcontractor's pending visit.
- Invite designated DTTI personnel to attend any marketing meetings held in-country for which the primary purpose is to market the Prime's SEGIR contract. Prime will provide the name and contact numbers of the appropriate Deloitte & Touche representative to be contacted.
- Distribute the SEGIR fact sheet and/or brochure developed by Prime during any marketing meetings with USAID or host country personnel.
- Email to Prime in a timely fashion a brief summary of marketing meetings conducted by Subcontractor. Provide names and contact numbers of USAID personnel met with and a concise but comprehensive account of SEGIR-related market intelligence obtained during each meeting.

III. T.O. PROCUREMENT PROCESS

A. Proposal Development

In those instances where the Prime is requested to submit a full proposal to USAID for a task order activity which falls within the realm of the Subcontractor's IQC technical specialty, the Subcontractor agrees to contribute substantively to the technical approach section of the proposal. The cost of this contribution is to be recovered through the Subcontractor multiplier.

B. Subcontractor Opportunity to be Considered

The Subcontractor will be given the opportunity to propose candidates for any task order. The Prime will retransmit the entire USAID task order (T.O.) scope of work (SOW) to the Subcontractor within 48 hours (two work days) of receipt from USAID. Prime will attach a cover memorandum notifying Subcontractor of the due date by which candidate c.v.'s must be faxed to the Prime. If the Subcontractor chooses not to identify candidates, the Subcontractor must notify the Prime Project or Deputy Project Manager immediately.

Subcontractor agrees that the final selection of candidates to be proposed to USAID rests with the Prime and will be based on the comparative strength of each candidate's relevant technical and geographic experience and language capability as appropriate.

If Subcontractor personnel are selected by the Prime for submission to USAID, Subcontractor agrees to provide the following documentation to the Prime on/before the deadline specified:

- Current curriculum vitae in the format set forth in Attachment A to this Memorandum;
- Current USAID Contractor Employee Biographical Data Sheet signed by the candidate and an authorized representative of the Subcontractor;
- Illustrative Subcontractor budget covering the proposed fixed daily rates and allowable other direct costs.

Upon award of the T.O. to the Prime, Subcontractor agrees to provide completed emergency locator forms to the Prime for each Subcontractor personnel traveling overseas at least 48 hours (two work days) prior to departure. Subcontractor will use its own emergency locator form provided it includes all of the information shown in the Prime locator form in Attachment B to this Memorandum.

IV. T.O. IMPLEMENTATION

A. Task Order Technical Leadership

To the extent possible, the Team Leader of every T.O. will be fielded by the Prime. For those T.O.'s for which the Subcontractor fields the Team Leader, Subcontractor agrees that its Team Leader will cooperate fully with the Prime home office management personnel and keep the Prime fully informed on an on-going basis of all T.O. implementation activities and issues.

B. T.O. Team Mobilization

To the extent USAID approves the cost in a T.O. budget, Prime will organize a pre-departure orientation session for T.O. teams in Prime's Washington, D.C. offices.

Additional mobilization support provided to all T.O. team members by Prime will be limited to obtaining the following: USAID travel approvals and Mission clearances and in-country hotel reservations.

Subcontractor agrees to furnish a laptop computer for each of their employees and consultants approved to participate overseas on a delivery order. As stipulated in the subcontract, the cost of this computer is to be recovered by the Subcontractor through its multiplier.

Subcontractor agrees to provide the following for its T.O. employees and consultants:

- All necessary visas and other required travel documents;
- Economy class airline tickets on American carriers wherever possible in accordance with USAID rules and regulations;
- Travel advances in accordance with Subcontractor's established policy and practice.

To the extent office costs are approved in the T.O. budget, Prime will arrange office space. In some instances, local DTTI offices may be requested to provide office space and to allow use of their office equipment. Use of local DTTI office facilities must be managed prudently and will be coordinated only by the Prime.

To the extent USAID approves the cost in a T.O. budget, Subcontractor T.O. personnel may be requested to participate in a de-briefing for interested USAID/Washington personnel upon completion of assignment.

C. T.O. Deliverables

Subcontractor agrees that the Prime will be responsible for all deliverables required for every T.O. regardless of whether the Prime has any personnel on the team. In those instances where the Subcontractor fields the Team Leader, Subcontractor agrees to ensure that the Team Leader provides the final draft version of the report to the Prime for editing, final production, and dissemination.

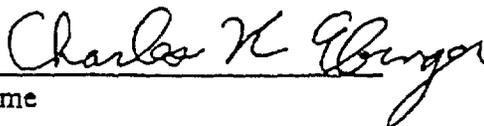
Prime agrees to include the name of Subcontractor firm and the individuals fielded by Subcontractor on every T.O. deliverable to which Subcontractor personnel contributed in a substantive technical manner.

FOR PRIME:



 Robert J.F. McPhail
 Managing Partner

FOR SUBCONTRACTOR:



 Name

 Executive Vice President

 Title

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ATTACHMENT A
MODEL CURRICULUM VITAE FORMAT

MASTRANGELO, Teresa B

Deloitte Touche Tohmatsu International

Profession: Management Consultant

Years with Firm: 10 years

Nationality: U.S.A.

KEY QUALIFICATIONS:

Ms. Mastrangelo is a Senior Manager with Deloitte Touche Tohmatsu ILA Group Ltd., and is currently managing the Financial Sector Department, with oversight responsibilities for the Group's services to financial institutions in emerging markets. In addition to recent work in the banking sector in Indonesia and capital market development in Central Europe and the former Soviet Union, Ms. Mastrangelo has contributed to several privatization consultancies undertaken by the Firm such as: restructuring support to Russian enterprises, design of the mass privatization program in Russia, privatization of the energy and telecommunications sectors in the Czech Republic, small scale privatization in Kazakstan, and a study on the private provision of public services.

Ms. Mastrangelo holds her M.B.A. in Finance and Investments. She has a background in international economics and finance, specifically related to developing nations. In addition to privatization, her other areas of experience include private sector project evaluation and review of investment opportunities, and financial analysis including financial modeling.

EDUCATION:

- 1988 M.B.A., Finance and Investments, George Washington University
- 1984 A.B., History and Politics, Mount Holyoke College

EXPERIENCE DETAILS:

Deloitte Touche Tohmatsu ILA Group, Ltd.

1987-Present

Ms. Mastrangelo is currently managing the Financial Sector Department, which is responsible for all engagements pertaining to financial sector reform, including financial institution and capital market development in emerging markets and transitioning economies. Since beginning in this role in November, 1995, Ms. Mastrangelo experience includes:

• **Bank Indonesia Divestment Strategy and Implementation (1996-7)**

Served as Project Manager for a team including senior banking and credit specialists and a divestment specialist who undertook diagnostic reviews of six banks and development of recommended divestment strategies for each of the six, on behalf of the owner, the central bank of Indonesia. Our recommendations included reviewing and assessing the organizational structure, financial condition, level of computerization, credit policies and procedures, at a high level. The team achieved the following results: recommendations for the implementation of Bank Indonesia's equity participation

Mastrangelo - 2

divestment policy, assessment of the possible impact of proposed recommendations on the Indonesia banking system, and indicative share values.

Subsequently, served as Project Co-Director for project to assist in the final valuation and negotiation of the sale of one of the six banks. Ms. Mastrangelo led the analysis and review of valuations and premiums paid for banks in recent transactions in other parts of the world as comparables. Managed review by the project team of the loan portfolio of the bank to be sold taking into account loan classification and the impact of specific and general loan loss provisions on the value of the bank.

• **China/State Development Bank (1997)**

Serve as Project Director for an engagement to assess and improve credit and project appraisal practices, including supporting management information systems for China's infrastructure project financing institution. Ms. Mastrangelo oversees a team which will provide technical assistance and training to improve the policies and procedures for the State Development Bank's lending program, including credit, asset/liability management, internal audit and control, and management information systems.

• **Russia/Commission for Securities and the Capital Market (1994-1996)**

Provided management oversight and USAID contract management for significant capital market development project in Russia. Results of the project included: technical assistance and training for the development of the Depository Clearing Corporation; establishment of a large national share registry (including conduct of feasibility study and securing foreign investors); and institutional strengthening for the securities market regulator:

• **Albania and Uzbekistan/Capital Market Assessment (1996)**

Provided quality control and management oversight for two capital markets engagements, one in Albania and the other in Uzbekistan. One objective of those projects was to identify the state of development of market structures and institutions and to consult with key market participants. The result of our work was a capital market strategy, presented to the Minister of Finance, head of the Securities and Exchange Commission and other senior government officials responsible for capital market development. The scope of project in Albania also included development and implementation of an independent share registrar.

• **Uganda/Divestiture Design Study (1989)**

Conducted a review of the financial sector in Uganda as part of a Divestiture Design Study. Collected data through interviews with commercial bankers, central bank officers, and entrepreneurs, then analyzed the availability of debt and equity financing for privatization. The findings were included in a report to the government on issues and constraints related to designing a potential privatization program.

• **Worldwide/Banks (1990)**

Analyzed financial structure and capabilities of foreign financial institutions. Identify specific variables to measure performance of 22 foreign banks and to produce a ratio analysis of bank operations.

Mastrangelo - 5

LANGUAGES:

	<u>Speaking</u>	<u>Reading</u>	<u>Writing</u>
English	Excellent	Excellent	Excellent
Spanish	Very Good	Good	Good
Italian	Very Good	Good	Good
Russian	Fair	Fair	Fair

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ATTACHMENT B
MODEL EMERGENCY LOCATOR INFORMATION FORM



EMERGENCY LOCATOR INFORMATION

Deloitte Touche Tohmatsu
ILA Group Ltd.
1001 Pennsylvania Avenue, N.W.
Suite 350N
Washington, DC 20004-2594, USA

Telephone: (202) 879-5600
Facsimile: (202) 879-5607

Date: _____

Employee Name: _____

Home address: _____

Home telephone(s): _____

Name(s) of dependent(s)/relationship: _____

Contract Name: _____

Contract No: _____

Contractor Name: _____

Home office address: _____

Home office telephone number: _____

After hours emergency number: _____

Home office contract administrator: _____

Employee's next of kin to be contacted in case of emergency:

(1) Name: _____ Relationship: _____

Address: _____

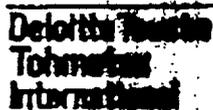
Telephone(s): _____

(2) Name: _____ Relationship: _____

Address: _____

Telephone(s): _____

Special instructions for emergency situations, such as power of attorney or alternate contact persons:



9 pages

Deloitte Touche Tohmatsu



Deloitte Touche Tohmatsu
ILA Group Ltd.
Suite 500
555 12th Street, N.W.
Washington, DC 20004-1207, USA

Telephone: (202) 879-5600
Facsimile: (202) 879-5607

November 17, 1997

Virginia Hines
International Resources Group
1211 Connecticut Ave., Suite 700
Washington, D.C. 20036

Re: Subcontract No. SEGIR-IRG-00, Amendment No. 1

Ref.: Brown/Hines Voice Mail Message November 14, 1997

Dear Ginny:

Per the referenced voice mail message, enclosed please find two copies of Amendment No. 1 to the subject subcontract. This amendment provides funding for one day of Daud Beg's time to participate in the USAID/W SEGIR Technical Leadership Agenda Workshop on October 7, 1997.

Please have both copies signed, retain one for your files and return one to me at the addressed listed in Block 5 of the amendment facesheet. Please have an invoice for Daud's services submitted to Deloitte's Accounting Department on/before December 13, 1997.

If you have any questions, please call me at 202-879-5642.

Sincerely,

Christine Brown

Christine Brown

Enc.: Amendment No. 1 (2 copies)

*see contract
IRG Deloitte 1250
for invoicing
instructions*

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SUBCONTRACT AMENDMENT

PAGE OF PAGES
1 | 8

1. ISSUED THRU 1a. Prime Contract No. PCE-I-00-97-00016-00 1b. Delivery Order No. 01	2. EFFECTIVE DATE June 20, 1997 See Block 8	3. SUBCONTRACT NO. SEGIR-IRG-00	4. AMENDMENT NO. 01
--	--	---	-------------------------------

5. ISSUED BY Deloitte Touche Tohmatsu 555 12 th St. N.W., Suite 500 Washington, DC 20004-1207	6. NAME AND ADDRESS OF SUBCONTRACTOR International Resources Group 1211 Connecticut Avenue, Suite 700 Washington, D.C. 20036
--	--

7. COUNTRY OF PERFORMANCE: United States	
--	--

8. EFFECTIVE DATE September 26, 1997	9. ESTIMATED COMPLETION DATE October 30, 1997
--	---

10A. ITEM NO.	10B. SUPPLIES/SERVICES	10C. CEILING AMOUNTS OBLIGATED
1	Up to 1 work day of Daud Beg's time to participate in USAID/W Privatization Day Workshop on October 7, 1997	\$712.71
Subtotal		\$712.71
Less amount obligated to date		\$100.00
10D. TOTAL AMOUNT OF SUBCONTRACT AMENDMENT		\$812.71

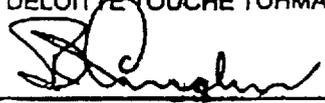
11. TABLE OF CONTENTS

X	SEC.	DESCRIPTION	PAGE(S)	X	SEC.	DESCRIPTION	PAGE(S)
X	A	PRIME CONTRACT DELIVERY ORDER NO. 000					
X	B	SUBCONTRACT BUDGET					

11. **SUBCONTRACTOR'S NEGOTIATED AGREEMENT** (*Subcontractor is required to sign this document and return 2 copies to issuing office.*) Deloitte Touche Tohmatsu ILA Group Ltd., Prime Contractor, and the Subcontractor agree that: (a) this amendment is issued pursuant to the Prime Contract specified in Block 1a above and the Subcontract specified in Block 3 above; (b) the entire subcontract between the parties hereto consists of this amendment and the Subcontract specified in Block 3 above, and (c) FAR and AIDAR clauses are incorporated herein.

Subcontractor further agrees that the work days authorized in Block 10B and the ceiling amounts specified in Block 10C represent maximum levels and are subject to USAID and Prime Contractor approvals.

12A. NAME OF PRIME CONTRACTOR REPRESENTATIVE Robert J.F. McPhail, Managing Partner	13A. NAME AND TITLE OF SUBCONTRACTOR REPRESENTATIVE ASIF M. SHAIKH, PRESIDENT AND CEO
--	---

12B. DELOITTE TOUCHE TOHMATSU BY  (Signature of person authorized to sign)	12C. DATE SIGNED Nov 17/97	13B. NAME OF SUBCONTRACTOR BY  (Signature of person authorized to sign)	13C. DATE SIGNED 11/18/97
--	--	--	---

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Deloitte Touche Tohmatsu
PCE-I-00-97-00016-00
Delivery Order No. 01
Page 2

ARTICLE I TITLE

SEGIR Privatization Technical Leadership Workshop

ARTICLE II OBJECTIVE/BACKGROUND

See Attachment I.

ARTICLE III SCOPE OF WORK

The contractor shall perform in accordance with the Statement of Work attached hereto as Attachment I.

ARTICLE IV TECHNICAL DIRECTIONS

Technical directions during the performance of this Delivery Order will be provided by G/EG, Penny Farley.

ARTICLE V TERM OF PERFORMANCE

A. The effective date of this delivery order is September 26, 1997 and the estimated completion date is October 30, 1997.

B. Subject to the prior written approval of the Project Manager (see block no. 5 on the cover page), Contractor is authorized to extend the estimated completion date, provided that such extension does not cause the elapsed time for completion of the work, including furnishing of all deliverables, to extend beyond 30 calendar days from the original estimated completion date. The Contractor shall attach a copy of the Project Manager's approval for any extension of the term of this delivery order to the final voucher submitted for the payment.

C. It is the contractor's responsibility to ensure that Project Manager-approved adjustments to the original estimated completion date do not result in costs to the government which exceed the total amount obligated for the performance of the work. Under no circumstances shall such adjustments authorize the Contractor to be paid any sum in excess of the total amount obligated in this order for the performance of this work.

D. Adjustments which will cause the elapsed time for completion of the work to exceed 30 calendar days beyond the original estimated completion date must be approved in advance by the Contracting Officer.

Deloitte Touche Tohmatsu
 PCE-I-00-97-00016-00
 Delivery Order No. 01
 Page 3

ARTICLE VI LEVEL OF EFFORT

A. The estimated composition of the total of direct labor is as follows:

<u>Category/Specialist</u>	<u>Work Days Ordered</u>	<u>Burdened Daily Rate*</u>
Industry Specialist-BEG	1	\$712.71

* Actual daily rate of \$326.93 times Subcontractor multiplier of 2.18.

B. Subject to the ceiling price established in this delivery order and the prior written approval of the Project Manager (see block 5 on the cover page) the Contractor is authorized to adjust the number of days actually employed in the performance of the work by each position specified in this order. The contractor shall attach a copy of the Project Manager's approval to the final voucher submitted for payment.

C. It is the contractor's responsibility to ensure that the Project Manager-approved adjustments to the work days ordered for each position do not result in costs incurred which exceed the ceiling price of this delivery order. Under no circumstances shall such adjustments authorize the contractor to be paid any sum in excess of the total amount obligated in this order for the performance of the work.

ARTICLE VII CEILING PRICE

For Total Work Days Ordered	\$712.71
For Other Direct Costs	-0-
CEILING PRICE	\$712.71

Without the prior written approval of the Contracting Officer, the Contractor may not exceed the ceiling price of this Order.

Deloitte Touche Tohmatsu
PCE-I-00-97-00016-00
Delivery Order No. 01
Page 4

ARTICLE VIII USE OF GOVERNMENT FACILITIES OR PERSONNEL

A. The Contractor and any employee or consultant of the Contractor is prohibited from using U.S. Government facilities (such as office space or equipment) or U.S. Government clerical or technical personnel in the performance of the services specified in the contract, unless the use of Government facilities or personnel is specifically authorized in the contract, or is authorized in advance, in writing, by the Contracting Officer.

B. If at any time it is determined that the Contractor, or any of its employees or consultants have used U.S. Government facilities or personnel without authorization either in the contract itself, or in advance, in writing by the Contracting Officer then the amount payable under the contract shall be reduced by an amount equal to the value of the U.S. Government facilities or personnel used by the Contractor, as determined by the Contracting Officer.

C. If the parties fail to agree on an adjustment made pursuant to this clause, it shall be considered a "dispute" and shall be dealt with under the terms of the "Disputes" clause of the contract.

ARTICLE IX EMERGENCY LOCATOR INFORMATION

The contractor agrees to provide the following information to the Mission Administrative Officer on or before arrival in the host 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.

Deloitte Touche Tohmatsu
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Delivery Order No. 01
Page 5

ARTICLE X SPECIAL PROVISIONS

A. DUTY POST

The work to be performed under this delivery order will be performed in the United States.

B. ACCESS TO CLASSIFIED INFORMATION

Contractor shall not have access to any Government classified material.

C. LOGISTIC SUPPORT

The Contractor is responsible for all logistic support.

D. WORK WEEK

The Contractor is authorized a five-day work week with no premium pay.

Attachment I

**STATEMENT OF WORK
SEGIR PRIVATIZATION TECHNICAL LEADERSHIP WORKSHOP
(DELOITTE)**

I. BACKGROUND

The SEGIR Privatization Technical Leadership Workshop will launch the new phase of the Agency's global technical support in privatization, looking at the year 2000 and beyond. The privatization component makes available to host country decision makers and USAID missions services in policy and institutional framework development; assets restructuring and transfer; post privatization and the role of government; and research and information dissemination.

The two-day technical leadership workshop will bring together USAID staff responsible for economic growth and privatization program design and implementation, contractor staff working with USAID, key non-AID privatization practitioners and selected host country decision makers to review the state of the art and explore new directions in the agency's privatization technical leadership and field support. It will allow a focused exploration into the complex role performed by privatization at the heart of economic regeneration. The Agency has accumulated valuable privatization experience in recent years deserving of a wide exchange and analysis. This experience, shared broadly, is key to finding more efficient ways to achieve USAID's goal of sustainable development.

Specific functions of the workshop are:

1. To define the overall mission of the SEGIR Privatization Component over the next five years;
2. To identify problems and opportunities for practical interventions in privatization, including "new" product development, and research focus areas; and
3. To establish an informal information exchange among participants.

II. SCOPE OF WORK

Working closely with USAID staff, the contractor shall work with the six other SEGIR Privatization IQC contractors to design and implement the workshop.

The contractor shall:

1. Provide up to seven days of effort for personnel proposed to participate in the workshop. This effort shall include effort for workshop preparation and participation.
2. Meet with USAID coordinators to identify key privatization issues and experience to serve as the focus of the workshop.
3. Identify and select from among the body of existing written material (case studies, monographs and other published material) illustrative of issues, experience, to be featured in the workshop.

- 2 -

4. Arrange for and/or prepare written material not otherwise available (eg., reducing more lengthy case studies or published material for ready use by conference participants, preparation of visual aids).
5. Prepare and lead a presentation on the following topic:
Post Privatization: What is Needed To Complete the Process
 - Management and Corporate Governance: What enables and precipitates restructuring?
 - Changing the role of government.
 - Triage and "Creative Destruction": Why not all firms can or should be sustained.
6. Participate in all other panel discussions.
7. Prepare a summary of each presentation made under Item 5 above in a format for ready compilation into an overall Workshop Summary Document.

IRG BUDGET

SUPPORT FOR ECONOMIC GROWTH AND INSTITUTIONAL REFORM (SEGIR)						
IQC CONTRACT NO. PCE-I-00-97-00016-00						
SUBCONTRACT NO. SEGIR-IRG-00						
AMENDMENT NO. 01						
I. LABOR						
LABOR CATEGORY	CANDIDATE	LOE	DAILY RATE	MULTIPLIER	TOTAL LABOR	GRAND TOTAL
A. Expatriates						
Position Title	Daud Beg	1	326.93	2.18	712.71	
B. Non-U.S. Personnel	N/A					
I. Subtotal Labor						\$ 712.71
II. OTHER DIRECT COSTS			BASE	RATE	TOTAL	TOTAL
Not applicable						0
III. GRAND TOTAL						\$ 712.71

Contract File

4600-100



United States Agency for International Development
West Bank and Gaza Mission

April 19, 2000

Ms. Teresa Mastrangelo
Deloitte Touche Tohmatsu
555 12th Street, NW Suite 500
Washington, D.C. 20004

Fax: (202) 879-5607

Subject: Possible Task Order under IQC No. PCE-I-00-99-00008-00

Dear Ms. Mastangelo,

This purpose of this letter is to amend our initial request for proposals under the Finance Services Section of the SEGIR Activity. We recently received a number of questions on the subject procurement. The following questions, and subsequent answers, are provided to all potential offerors.

Q1. We would appreciate clarification of whether this submission falls within Tier 2 or Tier 3 of the SEGIR FS proposals.

A1. Section F.3 (a)(3) of the subject IQC states that a requirement which requires consideration of cost/price information, or if the government estimate is over \$2,000,000, or has the technical approach of proposal as a determining factor, should be evaluated in accordance with the procedures of Tier 3. ~~Therefore, since one of the determining factors of the evaluation criteria is the contractor's technical approach, the requirement clearly falls under the selection procedures of Tier 3.~~

Q2. The scope for short-term specialist is unclear. Could you provide parameters of LOE budget numbers for expatriate short-term requirements?

A2. The determination of local staffing is at the discretion of the bidder and should be influenced by the staffing required to meet the benchmarks established in the SOW.

Q3. Could you provide guidance on what the current FSN scale is for the West Bank & Gaza?

A3. The USAID/West Bank & Gaza FSN Scale is not based on the West Bank and Gaza, it is based on Israel. The salaries proposed by the contractors for the local staff should be based on the area in which this project will take place. Therefore, we feel our scale would not be an appropriate indicator of "local" salary rates.

Q4. Can you tell us what USAID's estimated level of effort is, or, at a minimum, the anticipated performance period for this project? It is understood that the proposal submission requires a preliminary budget; it would be helpful in composing a more meaningful budget if we knew the estimated LOE and period of performance.

A4. In accordance with the "Goal of CMDI" Section (page 4) of the Scope of Work, the estimated period of performance of this project is three years. The Level of Effort should be determined by the contractor based on what they perceive to be the needs to achieve the performance targets outlined.

Q5. Are there any restrictions on the Chief of Party candidate (i.e., do they have to be a Securities Attorney or can they be a Capital Markets Specialist?)

A5. There is no restriction on the Chief of Party candidate but it seems likely that a strong candidate would be either a securities attorney or capital markets specialist. The candidate should have strong project leadership experience and experience implementing a capital markets project.

Q6. The Statement of Work makes reference to a Securities Law and establishment of a Capital Market Authority (probably through decree). Is there a Company Law in existence in Palestine and if so, to what degree does it incorporate internationally acceptable standards of shareholder rights? The RFP outlines that we should conduct a comprehensive review of those existing laws and regulations. If there is no Company Law, or one that needs a bit of work, this will require an adequate allocation of the work-plan and LOE (e.g. under a similar USAID project Barents worked on in Georgia, this took nearly eight months). It is common knowledge that corporate governance reforms, fiduciary duties of directors/officers, financial reporting requirements, in addition to shareholder rights are most effectively enforced through legislation and statute (i.e., Company Law/Law of Entrepreneurs, etc.).

A6. The Mission anticipates that the Securities Law and Capital Market Authority law should be enacted by decree by the time the contractor mobilizes in country, although we cannot state this for sure. In general, commercial laws have been drafted (not necessarily passed and enacted yet) to international standards with the guidance of the World Bank and the IMF. We see the contractor's role in

fine-tuning these drafts, if necessary. This should not be a major task -- as a guideline you should budget for a four month LOE.

As a result of the questions listed above and a request for an extension, the due date for this proposal is extended to May 4, 2000. Please note that this project is considered urgent and must be started as soon as possible.

Please feel free to contact me or my Contract Specialist, Amira Basel, at 972-5114822, if you have any questions concerning this matter.

Sincerely,



Timothy T. Beans
Contracting Officer.

Deloitte Touche Tohmatsu
Emerging Markets
555 12th St NW, Suite 500
Washington DC 20015 USA

Tel: (202) 879-5656
Fax: (202) 879-5607
www.deloitte.com/emergingmarkets

**Deloitte
Touche
Tohmatsu**

USAID SEGIR Financial Services IQC

Contract No: PCE-1-00-99-00008-00

Jordan: Loan Guarantee Corporation

May 21, 1999 – August 29, 1999

RA
TBM
CA
NBB

Fax Transmission

To: Richard Andrews
Company: Deloitte Touche Tohmatsu
Fax #: 202-879-5607

From: Rima Kayyal
Date: May 26, 1999

You should receive 2 page(s) including this one.
If you do not receive all pages, please call 962-6-5920143

Message:

Subject: Task Order # OUT-PCE-I-800-99-00008-00

Please find attached a signed copy of the subject task order.

Regards.

TRM
NR
KS

UNITED STATES OF AMERICA
AGENCY FOR INTERNATIONAL DEVELOPMENT

- 1. Country of Performance: Jordan
Adv. & Asst. Services Yes [X] No []
- 2. Contract OUT-PCE-I-800-99-00008-00, Task Order No. 800
(Incorporating FAR and AIDAR Clauses)

NEGOTIATED PURSUANT TO THE FOREIGN ASSISTANCE ACT OF 1961,
AS AMENDED, AND EXECUTIVE ORDER 11223

3. CONTRACTOR (Name and Address):

Deloitte Touche Tohmatsu
555 12th Street, NW, Suite 500
Washington, DC 20004

4a. ISSUING OFFICE:

Regional Contracting Office
American Embassy/Amman
USAID Unit 70206
APO AE 09892-0206

4b. ADMINISTRATION OFFICE:

Regional Contracting Office
American Embassy/Amman
USAID Unit 70206
APO AE 09892-0206

TIN: 521788060
CEC: 877698936

5. TECHNICAL OFFICE:

Rula Dababneh

6. PAYING OFFICE. SUBMIT INVOICE TO:

Controller's Office
American Embassy/Amman
USAID Unit 70206
APO AE 09892-0206

7. EFFECTIVE DATE:

5/21/99

8. ESTIMATED COMPLETION DATE:

8/29/99

9. ACCOUNTING AND APPROPRIATION DATA:

Request ID: OUTNMS 109 Amend 1 Amount Obligated: \$184,107.00
Activity Title: Technical Assistanc Ceiling Price: \$184,107.00
Organization ID:
Resource Category:
Account Number:

10. The United States of America, represented by the Contracting Officer signing this Order, and the Contractor agree that: (a) this Order is issued pursuant to the Contract specified in Block 2 above and (b) the entire Contract between the parties hereto consists of this Order and the Contract specified in Block 2 above.

11a. NAME OF CONTRACTOR:

Deloitte Touche Tohmatsu

BY:

Robert J.F. McPhail
NAME: Robert J.F. McPhail
TITLE: Partner
DATE: May 21, 1999

11b. UNITED STATES OF AMERICA

Agency for International Development

BY:

Jerry D. Bell
NAME: Jerry D. Bell
TITLE: Contracting Officer (R.K.)
DATE: 5/26/99

AID 1420-61 (Rev'd)

FUNDS AVAILABLE FOR	
ADM. RES. <input type="checkbox"/>	OBLIGATION <input type="checkbox"/>
EM. RES./EM. <input type="checkbox"/>	COMM. RES. <input checked="" type="checkbox"/>
ACTION TAKEN BY: <i>NSZ</i> DATE: 5/19/99	
APPROPRIATION: 72 X 1037	
BPC: RESO-91-23278-KG-13	
RCN/ECN: A990028	

PRT. 9220755

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1.1 BACKGROUND

The JLGC was established in 1994 with a capitalization of JD 7 million. Shortly after its establishment, the JLGC identified the need for an export credit guarantee facility (ECG) and, thus, increased its capitalization to JD 10 million to support this undertaking. The JLGC also requested USAID to provide funding for technical assistance in evaluating its intended approach. Following the completion of a USAID study in 1995, a technical assistance program was designed for housing the ECG within the JLGC. It was also concluded that there would be a need to offer guidance and training to JLGC administrators in operations procedures as well as a need to facilitate access to export finance facilities to Jordanian small and micro enterprises (SMEs).

The availability of credit at a reasonable price and on reasonable payment terms is an important element in the success of export companies. Pre-shipment credit helps to meet working capital needs, including administrative expenses, overhead requirements, and inputs during the period prior to export. Post-shipment credit helps to close the gap between the shipment of goods and the receipt of payment from overseas buyers. The export credit guarantees provided by the ECG will offer banks issuing credit to Jordanian enterprises the ability to further mitigate the risks of selling abroad on credit terms. The reduced risk to exporters, thus encourages sales to new buyers and expansion into new markets.

In January 1996, First Washington Associates (FWA) was contracted by USAID to launch the pre-export guarantee aspect of the ECG. FWA prepared a series of standard documents necessary for evaluating and issuing pre-export guarantees including: agreements for banks, operating manuals for internal procedures, credit evaluation manuals, claims and recoveries manuals, and operating instructions for banks. FWA also assessed and suggested marketing strategies and remarked on training needs.

In May 1997, International Business & Technical Consultants Inc. (IBTCI) was contracted by USAID to assist JLGC in developing a comprehensive marketing plan. This plan made a series of recommendations regarding operational improvements that would help increase JLGC's business. The findings pointed out several recommendations including that the actuarial soundness of JLGC's pre-shipment loan guarantee needs a comprehensive and urgent review to assess the long-term viability of this program and that many improvements are needed in the area of information technology. These needed improvements include online connectivity with local banks, commercial information sources, and credit history databases as well as automated approval systems for loan guarantee operations.

In addition, recent expansion of the ECG program, to include

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1.1 (Continued)

Postshipment Export Credit Guarantees (a whole-turnover policy covering the commercial risks of the buyer, which is currently reinsured by Coface Group, a French Export Credit Agency), highlighted an urgent need for an improved underwriting capability at JLGC. Also, several future ECG products will require underwriting the performance risk of the local exporter. This in turn requires a risk rating system and an informational database on such exporters, neither which exist, in house, at this time.

USAID/Jordan now intends to offer technical assistance and training services to continue the activities suggested by previous consultants and prevailing needs. The continuation of services will entail assisting the ECG and the Domestic Loan Guarantee (DLG) programs in developing and improving its operations and providing training to JLGC staff.

1.2 TITLE

Activity Title:

Title: Technical Assistance for Jordan Loan Guarantee Corporation

1.3 OBJECTIVE

Technical assistance is required to assess the actuarial soundness of the JLGC fee structure for both the DLG and ECG programs, the long term financial viability of JLGC's guarantee programs as well as provide assistance and training of JLGC personnel in underwriting procedures. In addition, assistance will also be required to streamline JLGC's operations through the development of an improved, integrated IT infrastructure well as prepare it for future ECG products by assisting in development of an informational database on local exporters.

Because of the varied nature of objectives, the Tasks and Deliverables portion of this Scope of Work will be broken into two areas that represent the specific advisory skills necessary for providing appropriate assistance.

1.4 STATEMENT OF WORK

I. Advisors:

1st. Short-Term Actuarial/Underwriter Advisor. The contractor will provide a short-term expatriate advisor for 14 weeks to JLGC

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1.4 (Continued)

to develop an actuarial assessment of their DLG and ECG programs. In addition, this advisor will also assist JLGC in developing an underwriting capability for its products.

It should be noted that because JLGC would like to model its ECG programs after the SBA's, it is requested that the advisor be intimately familiar with the SBA's underwriting procedures, Export Working Capital Program/International Trade Loan, and preferably have worked in the SBA's Office of International Trade. In addition, knowledge of EXIM Banks Export Credit Guarantee underwriting procedures (post-shipment commercial and political risk) would be extremely helpful.

Members of JLGC staff will work closely with the Advisor on all tasks and much emphasis will be placed on transferring the knowledge and ability to conduct similar assessments in the future without the aid of an Advisor.

The Actuarial/Underwriter Advisor will perform the following specific tasks:

- 1 Conduct a study on the long-term financial viability of JLGC's pricing policies toward their ECG and DLG programs.
- 2 Develop a financial model for future pricing policy assessment in both the ECG and DLG programs.
- 3 Make specific pricing policy recommendations for both the ECG and DLG programs.
- 4 Conduct a rapid assessment of the ECG's underwriting needs for the current pre and post-shipment products as well as future products such as the Political Risk Guarantee to be introduced in the 2nd quarter of 1999.
- 5 Assess and specify the information technology requirements to support underwriting capability at JLGC (joint effort with IT/Database consultant).
- 6 Develop associated operations and training manuals in English, suitable for translation into Arabic, which identifies proper underwriting procedures.
- 7 Develop required forms for underwriting procedures.
- 8 Develop an automated rating system that assigns credit risk ratings based on online and local database information as well as underwriter opinions/estimations, similar to that which is used by the SBA (computer program development/procurement in conjunction with IT/Database consultant and JLGC's IT staff).
- 9 Develop training plan and course materials for an underwriting training course to be held at JLGC.
- 10 Conduct underwriting training for ECG employees.
- 11 Provide regular briefings for the JLGC Director General on the progress of the various activities.
- 12 Conduct any other assignments, related to the above mentioned tasks, as determined by JLGC.

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1.4 (Continued)

The Actuarial/Underwriter Advisor will work closely with JLGC staff throughout all the above tasks to assure their ability to regularly evaluate pricing policies and conduct refresher underwriting training.

2nd. Short-Term IT/Database Advisor. The contractor will provide a short-term expatriate advisor with local assistance for 9 weeks to JLGC in order to assess their IT needs as well as assist in the infrastructure/application development/procurement. In addition, the contractor will assist in the development of an in-house training room, credit history and informational database, and several applications to streamline operations at JLGC.

To expedite the process and reduce the cost JLGC would prefer a local IT consultant to assist in procurement of the hardware and software needed for the IT improvements.

The IT/Database Advisor should be proficient in the following areas:

- LAN systems
- Unix/Windows NT server systems
- Oracle Database Management systems
- Web server systems
- Internet networking systems (protocols, client systems, HTML, etc.)
- SSL encryption
- Visual Basic, C++, HTML and other related programming languages
- Dial-up networking systems
- Expert Systems, Fuzzy Logic systems (shells and development there of)
- Communication management systems
- Integrated management information systems
- Audio/Visual training aid technology
- Other associated systems/programs

Members of JLGC staff will work closely with the Advisor on all tasks and much emphasis will be placed on transferring the related knowledge and ability to its own staff.

The IT/Database Advisor will perform the following specific tasks:

- 1 Conduct an assessment of the current IT infrastructure and how it responds to the present and future needs of JLGC and its customers.
- 2 Provide specific recommendations with regard to the following issues:

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1.4 (Continued)

- Overall IT strategy and integration.
 - Online connectivity with local banks and Coface (web based or internet based).
 - Integration of commercial information services/credit history database online connections (i.e. Reuters, Dunn & Bradstreet).
 - In house training room to be outfitted with specific audio/visual IT systems.
 - Communications management strategy.
 - Database management strategy.
 - Internet connectivity/integration.
 - Feasibility and integration of a "backward chaining" Expert System application for generating a preliminary informal appraisal of guarantee applications at bank branches (including the identification of hardware/software needed and program development requirements, study conducted in conjunction with Actuarial/Underwriting Advisor).
 - Feasibility and integration of an automated underwriting rating system application that assigns credit risk ratings based on online and local database information as well as underwriter opinions/estimations (study conducted in conjunction with Actuarial/Underwriting Advisor).
- 3 Assist Actuarial/Underwriting Advisor on matters relating to the IT requirements/integration of underwriting capability.
 - 4 Design an integrated IT infrastructure and identify specific hardware and software requirements to fulfill proposed infrastructure changes.
 - 5 Design a training room and identify specific hardware and software requirements for its operation.
 - 6 Assist in procurement, setup, and training of JLGC employees (in conjunction with software/hardware vendor) in the use of the new equipment procured.
 - 7 Develop and install a "backward chaining" Expert System application capable of generating a preliminary informal appraisal of guarantee applications at bank branch level. In addition, supervise its deployment and use in bank branches (conducted in conjunction with Actuarial/Underwriting Advisor and JLGC IT staff).
 - 8 Develop and install an automated underwriting rating system application that assigns credit risk ratings based on online and local database information as well as underwriter opinions/estimations (conducted in conjunction with Actuarial/Underwriting Advisor and JLGC IT staff).
 - 9 Develop associated operations and training manuals in English, suitable for translation into Arabic, which identifies proper usage of Expert System and underwriting rating system.
 - 10 Develop a training plan and course materials for Expert System and Underwriting Rating System training courses to be

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1.4 (Continued)

held at JLGC.

- 11 Conduct associated training for JLGC employees.
- 12 Assist in the design and development of an informational/credit history database for Jordanian exporters.
- 13 Provide regular briefings for the JLGC Director General on the progress of the various activities.
- 14 Conduct any other assignments, related to the above mentioned tasks, as determined by JLGC.

The IT/Database Advisor will work closely with JLGC staff throughout all the above tasks to assure their ability to regularly evaluate the IT needs of the company as well as the ability to conduct in-house IT training.

II. Deliverables

1st. The Actuarial/Underwriting Advisor will provide the following deliverables during the course of this activity:

- 1 An assessment of current pricing policies with regard to the Domestic Loan Guarantee program and the Export Credit Pre-shipment Guarantee program. This analysis will include specific pricing policy recommendations with regard to both programs and a financial model for future assessment in this regard. This analysis should be completed within 2 weeks of the Advisor's arrival in Jordan.
- 2 An analysis of JLGC's current and future underwriting requirements with regard to the ECG's Pre and Post-shipment programs. This analysis should be completed in week 4 of the Advisor's assignment.
- 3 An analysis of JLGC's information technology requirements with regard to underwriting procedures to include online connections with information/credit history databases, banks, etc. (to be conducted in cooperation with the IT/Database consultant). This analysis should be completed by week 6 of the Advisor's assignment.
- 4 Completion of English and Arabic operations and training manuals for underwriting procedures, complete with the required forms and computer programs necessary for underwriting. This should be completed in week 8 of the Advisor's assignment.
- 5 Planning, preparation, implementation, and evaluation of an underwriting training course for JLGC employees. This should be completed in week 11 of the Advisor's assignment.
- 6 Oversight of the initial implementation of the underwriting procedures, to be conducted during the balance of the Advisor's assignment.
- 7 A final report that includes all tasks completed, including an overall evaluation of JLGC's fee structure, pricing policies and underwriting procedures. The report should

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1.4 (Continued)

also include recommendations for future actuarial assessment as well as future underwriting training and evaluation. In addition, the final report should include all source material used in training.

2nd. The Information Technology/Database Advisor will provide the following deliverables during the course of this activity:

- 1 An assessment of JLGC's IT infrastructure needs (to include the training room). This analysis will include specific IT recommendations with regard to strategy, design, and specific hardware/software required for its implementation. In addition, this analysis should have a developmental/implementation timetable for the proposed changes. IT requirements and development issues pertaining to underwriting will be drafted in conjunction with the Actuarial/Underwriting Advisor. This analysis should be completed within 2 weeks of the Advisor's arrival in Jordan.
- 2 Development (or assist in procurement if commercially available) and installation of a "backward chaining" Expert System application capable of generating a preliminary informal appraisal of guarantee applications at bank branch level. This should be completed in week 3 of the Advisor's assignment.
- 3 Development (or assist in procurement if commercially available) and installation of an automated underwriting rating system application that assigns credit risk ratings based on online and local database information as well as underwriter opinions/estimations (conducted in conjunction with Actuarial/Underwriting Advisor and JLGC IT staff). This should be completed in week 4 of the Advisor's assignment.
- 4 Development of a framework for an informational/credit history database on Jordanian exporters and assist in its compilation. This should be completed in week 5 of the Advisor's assignment.
- 5 Completion of associated operations and training manuals for Expert System and Underwriting Rating System. This should be completed in week 6 of the Advisor's assignment.
- 6 Planning, preparation, implementation, and evaluation of an Expert System and Underwriting Rating System training course for JLGC employees. This should be completed in week 7 of the Advisor's assignment.
- 7 Assisting with the procurement and oversight of the implementation of the IT infrastructure changes (to include the training room), to be conducted throughout the Advisor's assignment.
- 8 A final report that includes all tasks completed, including an overall evaluation of JLGC's IT infrastructure changes. The report should also include recommendations for future IT assessments and training. In addition, the final report should include all source material used in training.

should include all source material used in training.

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1.4 (Continued)

III. Briefings

The Advisors will provide a briefing to the USAID Office of Economic Opportunities after completion of week three of their assignments. These briefings will include a summary of the analysis conducted and an outline of their various recommendations and training plan to be proposed to JLGC. A final briefing will be conducted for USAID at the completion of the Advisors' assignment.

IV. Relationships and Responsibilities

The Advisors will work under the general supervision of the Director General of the JLGC, with technical guidance from USAID's Office of Economic Opportunities in Amman.

V. Performance Period

Actuarial/Underwriting Advisor - Work on this contract will commence on May 21, 1999 and will be completed by August 29, 1999.

IT/Database Advisor - Work on this contract will commence May 25, 1999 and will be completed by July 29, 1999.

VI. Special Provisions

- A All activities of the Advisors will take place in Jordan.
- B The Advisors should provide his/her own word processing support, compatible with the JLGC system.
- C The language requirement for the short-term Advisors will be English.
- D The advisors will work a five day work week to coincide with JLGC's work week, Sunday through Thursday.

1.5 ACCOUNTING AND APPROPRIATION DATA

FISCAL DATA

Request ID	:	10621, OUTNMS109
Appropriation	:	72x1037
Budget Plan Code	:	QES0-91-23278-KG13
Total Estimated	:	\$184,107.00
Total Obligated	:	\$184,107.00
Allotment	:	A990028
Paying Office	:	Controller, USAID/Jordan

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1.5 (Continued)

Total Amount Obligated: \$184,107.00

1.6 TECHNICAL DIRECTIONS

Technical Directions during the performance of this task order shall be provided by the Technical Officer as stated in Block 5 of the cover page pursuant to Section F of the contract.

1.7 TERM OF PERFORMANCE

- a. Work shall commence on the date noted in Block 7 of the cover page. The estimated completion date is reflected in Block 8 of the cover page.
- b. Subject to the ceiling price of this task order and the prior written approval of the Technical Officer (see Block No. 5 on the Cover Page), the contractor may extend the estimated completion date, provided that the extension does not cause the elapsed time for completion of the work, including the furnishing of all deliverables, to extend beyond 30 calendar days from the original estimated completion date. Prior to the original estimated completion date, the contractor shall provide a copy of the Technical Officer's written approval for any extension of the term of this task order to the Contracting Officer; in addition, the contractor shall attach a copy of the Technical Officer's approval to the final voucher submitted for payment.
- c. It is the contractor's responsibility to ensure that the Technical Officer-approved adjustments to the original estimated completion date do not result in costs incurred that exceed the ceiling price of this task order. Under no circumstances shall such adjustments authorize the contractor to be paid any sum in excess of the task order.
- d. Adjustments that will cause the elapsed time for completion of the work to exceed the original estimated completion date by more than 30 calendar days must be approved in advance by the Contracting Officer.

1.8 WORKDAYS ORDERED

a. Functional Labor Category & Specialist	Workdays Ordered	Burdened Daily Rate	Fixed Total
Commercial Banker Level 1 R. Roberts	24.0	\$1,236.00	\$29,664.00
Commercial Banker	52.0	\$1,236.00	\$64,272.00

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1.8 (Continued)

Level 1
W. Clark

Commercial Banker	48.0	\$901.61	\$43,277.28
Level 1 S. Ree			
Total	124.0		\$137,213.28

- b. The individuals identified above are designated as key personnel pursuant to Section B.3.(a) of the contract.
- c. Subject to the ceiling price established in this delivery order and the prior written approval of the Technical Officer, the contractor may adjust the number of workdays actually employed in the performance of the work by each position specified in this order. The contractor shall attach a copy of the Technical Officer's approval to the final voucher submitted for payment.
- d. It is the contractor's responsibility to ensure that the Technical Officer-approved adjustments to the workdays ordered for each functional labor specialist do not result in costs incurred which exceed the ceiling price of this delivery order. Under no circumstances shall such adjustments authorize the contractor to be paid any sum in excess of the ceiling price.

1.9 CEILING PRICE

For Workdays Ordered	\$137,213.28
For Other Direct Costs	\$46,893.72
	<hr/>
Ceiling Price	\$184,107.00

The contractor will not be paid any sum in excess of the ceiling price.

1.10 USE OF GOVERNMENT FACILITIES AND PERSONNEL

- (a) The contractor and any employee or consultant of the contractor is prohibited from using U.S. Government facilities (such as office space or equipment), or U.S. Government clerical or technical personnel in the performance of the services specified in the task order, unless the use of Government facilities or personnel is authorized in advance, in writing, by the Contracting Officer.
- (b) If at any time it is determined that the contractor, or any of

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1.10 (Continued)

its employees or consultants, have used U.S. Government facilities or personnel either in performance of the contract itself, or in advance, without authorization in, in writing, by the Contracting Officer, then the amount payable under the contract shall be reduced by an amount equal to the value of the U.S. Government facilities or personnel used by the contractor, as determined by the contracting officer.

(c) If the parties fail to agree on an adjustment made pursuant to this clause it shall be considered a "dispute" and shall be dealt with under the terms of the "Disputes" clauses of the contract.

1.11 DUTY POST

The Duty Post for this task order is Jordan.

1.12 ACCESS TO CLASSIFIED INFORMATION

The contractor will not have access to classified information.

1.13 LOGISTIC SUPPORT

The U.S. Government and/or Cooperating Country shall provide the following logistical support hereunder:

The short-term Advisors will receive all logistical support from the JLGC while in Jordan, including photocopying services, printer, translation, secretarial services and local transportation. The JLGC will also provide office space for the Advisors.

1.14 WORKWEEK

The contractor is authorized up to a five-day workweek in the field with no premium pay.

1.15 AUTHORIZED GEOGRAPHIC CODE

The authorized geographic code for procurement of goods and services under this order is 000.

Fax Transmission

To: Robert McPhail
Company: Deloitte Touche Tohmatsu
Fax #: 202-879-5607

From: Rima Kayyal
Date: June 21, 1999

You should receive 3 page(s) including this one.
If you do not receive all pages, please call 962-6-5920143

Message:

Subject: Task Order # 800 under OUT-PCE-I-800-99-00008, Mod 1

Please find attached modification # 1 of the subject Task Order. Please sign and return a copy for our files.

Regards.

UNITED STATES AGENCY FOR INTERNATIONAL DEVELOPMENT

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 1	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)
6. ISSUED BY Regional Contracting Office American Embassy/Amman USAID Unit 70206 APO AE 09892-0206		CODE	7. ADMINISTERED BY (If other than Item 6)	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP code) Deloitte Touche Tohmatsu 555 12th Street, NW, Suite 500 Washington, DC 20004 Tel: 202-879-5600 Fax: 202-879-5607 TIN: 521788060 CEC: 877698936		<div style="border: 1px solid black; padding: 5px;"> <p align="center">FUNDS AVAILABLE FOR</p> <p>ADM. RES. <input type="checkbox"/> OBLIGATION <input type="checkbox"/> EM. RES./EM. <input type="checkbox"/> COMM. RES./COMM. <input checked="" type="checkbox"/></p> <p>ACTION TAKEN BY <i>RE</i> DATE <i>6/20/99</i> APPROPRIATION: <i>72X1037</i> BPC: <i>QES0-91-23278-KG13</i> RON/ECH: <i>A990028</i></p> </div>		9A. AMENDMENT OF SOLICITATION NO.
CODE		FACILITY CODE <i>PO 7480155</i>		9B. DATED (SEE ITEM 11)
				10A. MODIFICATION OF CONTRACT/ORDER NO. OUT-PCE-1-800-99-00008 TO
				10B. DATED (SEE ITEM 13) 5/26/1999

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offers is extended, is not extended. Offerors must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

APPR: 72x1037 BPC: QES0-91-23278-KG13 Allotment: A990028 (\$676.50)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

<input type="checkbox"/>	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input checked="" type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAA of 1961 As amended.
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return all copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is to increase the Other Direct Costs by \$676.50 and to approve the proposed change to Mr. Rees' travel schedule.

Accordingly, the subject Task Order is being modified as follows:

- Cover Page, Item 1.5 Accounting and Appropriation Data, Amount Obligated and Ceiling Price, delete "\$184,107.00" and replace with "\$184,783.50".

< See Continuation Sheet(s) >

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Jeffery D. Bell Regional Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		BY <i>[Signature]</i> (Signature of Contracting Officer)	<i>6/20/99</i>

NSN 7540-01-152-8070
PREVIOUS EDITION UNUSABLE

30-105

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE NO. 2
2. AMENDMENT/MODIFICATION NO. 1	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REG. NO.	5. PROJECT NO. (If applicable)

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) - CONTINUATION

2. Item 1.5 Accounting and Appropriation Data, Total Estimated and Total Obligated, delete "\$184,107.00" and replace with "\$184,783.50".

3. Item 1.9 Ceiling Price, delete and replace with the following:

"For Workdays Ordered	\$137,213.28
For Other Direct Costs	\$ 47,570.22
Ceiling Price	\$184,783.50

The Contractor will not be paid any sum in excess of the ceiling price."

4. Approval is hereby granted concerning Mr. Rees' travel schedule as requested in your e-mail dated 6/10/1999.

All other terms and conditions remain the same.

Deloitte Touche Tohmatsu
Emerging Markets
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**Deloitte
Touche
Tohmatsu**

USAID SEGIR Financial Services IQC

Contract No: PCE-1-00-99-00008-00

West Bank/Gaza: Accounting & Auditing Reform

September 29, 1999 – October 31, 2002

UNITED STATES OF AMERICA
AGENCY FOR INTERNATIONAL DEVELOPMENT

1. COUNTRY OF PERFORMANCE: Israel/West Bank & Gaza

2. CONTRACT: PCE-I-00-99-00008-00 Adv. & Asst. Services Yes [] No [X]
T.O. NO.: OUT-PCE-I-802-99-00008-00
(Incorporating FAR and AIDAR Clauses)

NEGOTIATED PURSUANT TO THE FOREIGN ASSISTANCE ACT OF 1961, AS AMENDED, AND EXECUTIVE ORDER 11223

3. CONTRACTOR (Name and Address): 4a. ISSUING OFFICE:

Deloitte Touche Tohmatsu
555 12th Street, NW, Suite 500
Washington, DC 20004

Regional Contracting Office
USAID/West Bank & Gaza
Unit 7228, Box 0026
APO AE 09830

TIN: 52-178-8060
DUNS: 87-769-8936

4b. ADMINISTRATION OFFICE:
(See 4a)

5. TECHNICAL OFFICE:
Private Enterprise Office
USAID/West Bank & Gaza
Courtney Blair, CTO

6. PAYING OFF./SUBMIT INVOICE TO:
Controller's Office, USAID/WB & Gaza
Unit 7228, Box 0026
APO AE 09830

7. EFFECTIVE DATE:
(See 11 c)

8. ESTIMATED COMPLETION DATE:
October 31, 2002

9. ACCOUNTING AND APPROPRIATION DATA:
Request No: MAARD 294-99-132
Activity Title: Accounting and Auditing Reform
Organization ID: USAID/West Bank & Gaza
Account No: HES99923294KG13

Amount Obligated: \$1,500,000.00
Ceiling Price: \$2,982,676.00
Resource Category: 251455
RCN: P900132 729/01037
AL
9-28-99

10. The United States of America, represented by the Contracting Officer signing this Order, and the Contractor agree that: (a) this Order is issued pursuant to the Contract specified in Block 2 above and (b) the entire Contract between the parties hereto consists of this Task order and the Contract specified in Block 2 above.

11a. NAME OF CONTRACTOR:
DELOITTE TOUCHE TOHMATSU

11b. UNITED STATES OF AMERICA AGENCY
FOR INTERNATIONAL DEVELOPMENT

BY: (Signature of authorized individual)

BY: (Contracting Officer)

TYPED OR PRINTED NAME & TITLE:
Richard I. Andrews
Partner

TYPED OR PRINTED NAME & TITLE:
Timothy T. Beans
Regional Contracting Officer

DATE: Sept 28/99

11c. DATE: Sept. 29, 1999

ARTICLE I - TITLE

West Bank and Gaza Accounting and Auditing Sector Program

ARTICLE II - OBJECTIVE**2.1 ACTIVITY SUMMARY AND BACKGROUND**

USAID/West Bank and Gaza (WB&G) created a program concept for enhancing the policy environment for the mobilization of equity capital in the Palestinian Territories that focused on four sectors for intervention: uniform accounting and auditing standards, securities market regulation, pension and insurance reform, and trust law. A multi-disciplinary design team further analyzed these four areas and validated the need for assistance in each of these sectors.

The design team noted in its report that there is a general lack of coordination between different ministries and other Palestinian Authority (PA) institutions, as well as a sense of isolation of people in the business and academic communities. In order to improve the coordination among the PA institutions and the private sector, as well as to assess the level of our counterparts' commitment, the team recommended a workshop to develop professional ethics.

The Mission expanded that concept and co-sponsored workshops on the accounting and auditing sector with local accounting associations. In December 1997, USAID brought an accounting standards specialist from the U.S. to facilitate two workshops (one held in the West Bank and one held in Gaza). Each workshop was divided into two parts. The first part consisted of the following agenda items:

- Financial Accounting Standards
- Auditing Standards
- The Accounting Profession in the Palestinian Territories
- Professional Ethics
- Accounting Education

From those attending the first day of the workshops, a steering committee was selected. The steering committees are interim groups for representing the needs of the private accounting sector during the concept, design, and early implementation of this activity. The second day of the workshop included only the members of the steering committee, who worked with the consultant to expand upon the ideas from the first day of the workshop and suggest an agenda and time line for assistance. Both workshops were successful, with many participants from accounting firms, solo practices, academia, banks, and Palestinian Authority observers in attendance. Consensus was reached within each workshop on a variety of topics, including the use of international standards, establishing an accounting framework, and establishing a national accounting association. Additionally, these steering committees continued to meet and worked on prioritizing their needs.

In May 1998, USAID engaged a 3-person team "...to design a program of activities to assist the private accounting sector in adopting and using internationally competitive standards." The team reviewed the reports and recommendations, met with public accountants, university faculty members and PA officials, and participated in a joint workshop for steering committee members. The design team reviewed recommendations and designed a three-year program of activities that is sufficiently comprehensive to create an internationally competitive accounting profession in WB&G. The program is based on providing support to four institutions:

1. Financial Accounting Standards Board (FASB): The FASB will serve as an independent standard setting body, modeled on the United States FASB. The Palestinian FASB will write and adopt the Palestinian Conceptual Accounting Framework, promulgate the International Accounting Standards (IAS), and establish accounting standards for private voluntary organizations (PVOs). Further, the FASB staff will perform research, prepare and distribute draft interpretations relating to the IAS, as well as analyze and respond to communications received from

the public. There was some disagreement among the Palestinian accountants and auditors relating to the adoption of IAS. Some felt that only those standards relevant now should be promulgated, while others felt all the standards should be modified to fit the "Palestinian reality". After a series of discussions, the Palestinians agreed that the FASB would promulgate the IAS as written, but issue pronouncements for those standards that are currently relevant. As more standards become relevant, the FASB will issue pronouncements for those as well.

2. *Palestinian Financial Accounting Foundation (The Foundation)*: Foundation membership will constitute a Board of Trustees that will represent a broad spectrum of the business and financial community and will exercise general oversight over the non-technical aspects of the work of the Financial Accounting Standards Board (FASB). The Foundation will appoint the FASB Board of Directors, review the FASB budget, and raise funds for the FASB.

3. *The Palestinian Society of Auditors (The Society)*: The Society, based in the West Bank, will exercise the authority and responsibility for establishing auditing standards, ethics and professional qualifications required for the examination and certification of financial statements by public accountants. The ultimate purpose of the Society will be to ensure that public accountants, certified by the Society, will perform audits in accordance with international standards of auditing and express opinions on financial statements prepared in accordance with IAS promulgated by the Palestinian FASB. The Ministry of Interior has already registered the Society; however, it does not have the authority to regulate the auditing profession. That authority will be granted to the Society in the legislation that has been submitted to the Palestinian Legislative Council (PLC).

4. *Palestinian Association of Professional Accountants (The Association)*: The Association, based in Gaza, will perform roles and functions for the accounting profession not already provided by the FASB. This will include providing training and sponsoring seminars and conferences. Like the Society, the Association is already registered with the Ministry of Interior.

Successful implementation of a project to implement International Accounting and Auditing Standards requires, in the first instance, legislation to grant self-regulatory authority to the FASB and to a unified association of professional accountants. The legislation will also establish legal authority for a financial accounting foundation that will appoint members of the FASB. Through USAID, two consultants were retained to assist the steering committees in drafting the legislation. The Minister of Finance, who submitted the draft to the Ministry of Justice for review, endorsed the legislation. Once the Ministry of Justice staff ensures the law complies with drafting requirements, the law will be submitted to the PLC. Upon passage by the PLC, the draft will be sent to the Executive Authority. When the Chairman of the Executive Authority signs the draft, it will become a law.

In addition to assisting practicing accountants and auditors, this USAID activity will also address the needs of university accounting students and professors. Support will be provided for curriculum development, limited training of professors, if necessary, and limited instructional resources procurement. Five universities have been pre-selected, based on the quality of current accounting programs they have. The universities are listed below, and detailed information about each accounting program has been provided.

1. Al-Azhar University, Gaza City, Gaza Strip
2. The Islamic University, Gaza City, Gaza Strip
3. An-Najah National University, Nablus, the West Bank
4. Bethlehem University, Bethlehem, the West Bank
5. Birzeit University, Birzeit, the West Bank.

2.2 STATEMENT OF OBJECTIVES

This activity is part of the Mission's Strategic Objective 1 "Expanded Economic Opportunities" and directly supports Intermediate Result 1.4 "Improved Legal and Regulatory Environment for Private Sector Growth."

The specific objectives of this Phase One Statement of Work (SOW) are to:

- Support the organizational development of the four organizations mentioned above, including drafting by-laws, providing limited recurrent cost support (rent and supplies), and training three of the organizations to raise funds and/or collect revenues in order to cover all necessary operating costs;
- Support the adoption and use of internationally accepted accounting standards in the Palestinian Territories;
- Support the development, adoption and use of international auditing standards;
- Develop university curriculum that reflect the new standards and support the implementation of the curriculum. This includes some assistance for procuring institutional resources such as textbooks and computers;
- Develop continuing education courses for those already practicing accounting and auditing, based on the new standards, and implement the courses through an appropriate institution;
- Develop continuing education courses for those who will undertake the new university curricula, and implement the courses through an appropriate institution;¹
- Develop a system for administering a CPA exam or its equivalent, including offering preparatory courses for students, preparing an exam and grading the exam;
- Develop a code of ethics for both professions and methods of enforcement that re-enforce the self-regulatory nature of the professions under the draft legislation/new law.

ARTICLE III - STATEMENT OF WORK

3.1 WORK REQUIREMENTS

The program described below includes a full range of technical aspects in the development of a self-regulating accounting and auditing profession that uses internationally accepted or internationally competitive standards. The initial assistance will be provided over a three-year period. It will involve a combination of 2 long-term resident advisors, with experience in accounting and auditing, to work on organizational development complimented by short-term advisors to cover specialized areas such as CPA examination, university assistance, licensing and the regulatory infrastructure. The program of activities will be phased: initial activities will relate to establishing codes of ethics, developing continuing professional education, developing new university curricula, developing methods of enforcement, and providing support to the Association and the Society. Additional support in the areas of promulgating internationally accepted accounting standards, promulgating internationally competitive auditing standards, publishing interpretations of accounting standards, development of a CPA examination system, and providing support to the Foundation and FASB will be phased in once the Executive Authority signs the draft legislation into law.

Because the Phase Two tasks cannot be implemented until the draft legislation becomes a law, the assistance provided under the initial task order SOW will be limited. Phase One activities will be implemented during the course of the entire activity while the illustrative Phase Two activities can be implemented only after the legislation is signed into law. It is imperative that activities are implemented in a coordinated fashion, to ensure minimal delay

¹ The continuing education courses for those already practicing accounting and auditing will differ in some respects from courses for those currently in university accounting programs. Most notably, current practitioners will have to learn the international accounting standards through continuing education or a series of seminars.

in the use of IAS once they are adopted.

3.2 PHASE ONE - Tasks/Outputs

Assessment

The Contractor will commence with an assessment of the following areas:

- The accounting faculty at the five pre-selected universities;
- Curriculum currently in use at those universities;
- CPA preparatory courses available in the region;
- The market's satisfaction rate with graduates from the university accounting programs;
- The Association's current work and staffing; and
- The Society's current work and staffing.

The assessment will include an analysis of each of the above areas and recommendations for action. USAID will make the final decision on actions to be taken based on the results of the diagnostic. The assessment and the Contractor's recommendations should answer the following questions for action:

1. What courses should be included in the new curriculum to reflect the new standards? Which current courses should remain part of the curricula? Do professors need training before being qualified to teach new courses? Should teacher training be institutionalized? Where? Are new books for students and teachers required? Are the texts in Arabic? Should non-Arabic language texts be translated, or should accountants be expected to speak English?
2. What kinds of CPA prep courses are already available in the area? Are students in the West Bank and Gaza able to participate in such courses? If USAID is going to support these courses, what is the recommended method for such support? (Contracting with a private company? Going through an accounting institution? Going through a university?)
3. Is the market fully or partially satisfied with the knowledge and skills of university accounting program graduates? Which areas do most respondents think need to be improved? How can USAID assist in improving these areas through curriculum development?
4. Given the staffing of the already-existing organizations (The Association and The Society), what are current and projected future staffing needs?

Support to the Association

The Association will carry out all duties pertaining to the accounting profession that are not reserved for the FASB in the law. The Association will be responsible for, among other things, establishing continuing education requirements for accountants and providing training courses to enable accountants to meet those requirements.

Organization and Membership: Membership will be open for all those passing the minimum standards requirements for practicing accounting in the Palestinian Territories. The Association already exists, but its powers and authorities will be formalized with passage of the accounting and auditing law. The committees, some of which already exist, are expected to include: membership, continuing education, ethics, and publications.

The Contractor will provide technical assistance to the Association, its committees and staff assistants in order to:

- Draft new by-laws;
- Establish and implement procedures to review applications and approve members of the Association;
- Draft a professional code of ethics, establish procedures for investigating complaints concerning violations of ethics, establish the process to be followed in rendering judgments and enforcing penalties (note: disciplinary procedures cannot be implemented until Phase Two – when the Accounting and Auditing Law is signed by the Executive).
- Establish procedures and requirements for continuing education;
- Offer continuing education courses on a formalized basis;
- Publish and disseminate documents from the various committees (e.g. code of ethics), determine members' information needs and publish/disseminate bulletins or newsletters with that information in a timely fashion; and
- Establish and implement procedures to enable the Association to become self-sustaining.

The Contractor shall provide limited financial support to the Association for selected items of recurrent costs (office rent, office equipment, and communication costs and supplies) for the duration of this three-year activity; however, such support will decrease each year. It is expected that the Contractor will provide training assistance to the Association on how to raise funds or collect revenues through a variety of means, thereby enabling the Association to become self sufficient by the time USAID support for recurrent costs is scheduled to end.

Support to the Society

The Society will exercise the authority and responsibility for establishing auditing standards, ethics, and professional qualifications required for the examination and certification of financial statements by public accountants. The ultimate purpose of the Society will be to ensure that public accountants, certified by the Association, will perform audits in accordance with International Standards of Auditing and express opinions on financial statements prepared in accordance with IAS promulgated by the Palestinian FASB.

Organization and Membership: Membership in the Society should eventually be limited to Certified Public Accountants who have passed a uniform CPA examination comparable to that conducted in the United States. Initially, there will be a membership transition period during which accountants who have been licensed to practice auditing by the Palestinian Authority will be admitted as members of the Society. Members who are "grandfathered" into membership in the Association should not be permitted to use the title "Certified Public Accountant", but should be encouraged to avail themselves of training opportunities and to sit for the CPA exam when it is offered by the Society.

The Society will continue to have a board of directors elected by the members and an organizational structure modeled, in part, on the American Institute of Certified Public Accountants (AICPA). Committees will be formed for (1) establishing international standards for auditing, (2) establishing a code of professional ethics and disciplinary procedures for non-conformance, (3) developing continuing professional education requirements as a condition for renewal of membership, (4) publishing pronouncements of the Society to ensure that members and others are aware of requirements, and (5) writing and administering CPA examinations and recommending successful candidates for Palestinian Authority licensing of practitioners.

Functions: committees of the Society will perform functions as follows:

- **Auditing Standards Committee** - International Standards of Auditing will be published as soon as possible after formation of this committee.
- **Ethics Committee** – A code of ethics, procedures for investigating a complaint, and the disciplinary process will be established.
- **Continuing Professional Education (CPE) Committee** - Members will be required to obtain not less than a fixed number of CPE credits each year as a precondition to retaining membership in the Society. The CPE Committee will propose minimum requirements for approval by the board of directors and advise members of how these credits may be obtained (e.g. workshops/seminars).
- **Publications Committee** - The International Standards for Auditing will be published and distributed to members when completed by the Auditing Standards Committee. This committee will also be responsible for identifying member needs for information (such as continuing education requirements) and for ensuring that timely bulletins are published and mailed to members.
- **CPA Examination Committee** - New members of the Society will be required to pass a uniform CPA examination. The CPA Examination Committee will recruit individuals who have professional experience in writing CPA examination problems and in grading completed exams. Such professionals will normally work part time while maintaining full time positions as faculty members or practitioners. Depending on the results of the contractor's assessment, this Committee may also offer CPA examination prep courses, as an additional source of revenue for the Society.

The Contractor will provide technical assistance to the Society, its committees and staff assistants in order to:

- Draft by-laws;
- Establish procedures to review applications and approve members of the Society;
- Review existing Arabic language versions of the International Standards of Auditing, write any necessary explanatory interpretations, and approve the standards for publication;
- Draft a professional code of ethics, establish procedures for investigating complaints concerning violations of ethics, establish the process to be followed in rendering judgments and enforcing penalties (note: disciplinary procedures cannot be implemented until Phase Two – when the Accounting and Auditing Law is signed by the Executive);
- Publish and disseminate documents from the various committees (e.g. code of ethics), determine members' information needs and publish/disseminate bulletins or newsletters with that information in a timely fashion;
- Establish procedures for administering CPA exams including quality control measures to ensure that exams are comparable to those offered in the U.S. and elsewhere; and
- Establish and implement procedures to enable the Society to become self-sustaining.

The Contractor shall provide limited financial support to the Society for selected items of recurrent costs (office rent, office equipment, and communication costs and supplies) for the duration of this three-year activity; however, such support will decrease each year. It is expected that the Contractor will provide training assistance to the Society on how to raise funds or collect revenues through a variety of means, thereby enabling the Society to become self sufficient by the time USAID support for recurrent costs is scheduled to end.

Curriculum Development

The Contractor assessment will analyze the current curriculum (as required in the assessment section of this SOW), to determine the performance of the pre-selected universities in the areas of: student preparation, alumni satisfaction, graduate accomplishments, teaching quality, and employers' satisfaction.

The results of the assessment will determine what revisions/additions need to be made to the current curricula and what courses related to international accounting standards should be added. Regardless of the changes in the curricula, the contractor will provide limited instructional resources to the universities, based on a needs assessment for each university's accounting department. The resources are expected to include items such as computers, textbooks and library materials.

3.3 PHASE TWO Tasks/Outputs

Note: The following tasks are illustrative and their completion is NOT required nor included in the total fixed ceiling price for this task order. Because the draft legislation is not yet signed into law, USAID cannot confirm that the activities listed below will be the exact activities required from the Contractor. However, USAID will require completion of the Phase One tasks regardless of the status of the final law. The activities listed below are for planning purposes only. Implementation of Phase Two activities will require a negotiated modification to the task order once specific requirements are established.

Support to the Association

The Contractor will support the Association's implementation of the enforcement provisions for accountants. This must wait until the Association is granted such authority through the Accounting and Auditing law.

Support to the Society

The Contractor will support the Society's implementation of the enforcement provisions for Certified Public Accountants. This must wait until the Society is granted such authority through the Accounting and Auditing law.

Support to the Foundation

The Foundation will act as a Board of Trustees who will select the board members of the FASB and serve as a fund raising body for the FASB. The Foundation will exercise general oversight over the non-technical aspects of FASB work. The Foundation membership will represent a broad spectrum of the business and financial community, which depends on sound and credible financial statements for management and investment purposes. The Foundation members may then be expected to nominate and select highly qualified members for the FASB and to raise funds necessary for its activities. The Foundation will also review and approve the annual FASB budget.

Funds received from the overall financial community will be allocated to the FASB based on an annual operating expense budget submitted by the FASB staff. (A limited amount of such funds will also be available to the Foundation for nominal costs of correspondence and other Foundation expenses.) The Board of Trustees will also conduct the nomination and selection of FASB members by seeking nominations from Foundation members, evaluating the professional credentials of nominees, and making selections in accordance with procedures established in the by-laws. The FASB will provide periodic reports to the Foundation describing the status of its activities in promulgating the international accounting standards and in issuing interpretations.

The Contractor shall provide technical assistance to the Foundation's Board of Trustees and staff assistants in order to:

- Draft by-laws;
- Establish and implement procedures for nominating and selecting FASB members; and
- Train staff on how to establish and implement procedures to enable the Foundation to become self-sustaining.

The Contractor may be required to provide limited financial support to the Foundation for selected items of recurrent costs (office rent, office equipment, and communication costs and supplies) for the duration of the task order. It is expected that the Contractor will provide training assistance to the Foundation on how to raise funds or collect revenues through a variety of means, thereby enabling the Foundation to become self sufficient by the time USAID support for recurrent costs is scheduled to end.

Support to the FASB

This organization will be the independent standard setting body, modeled on the United States FASB. Members of the FASB will be selected by the Foundation. The Palestinian FASB will obtain its authority for establishing the Conceptual Accounting Framework and for setting IAS through legislation obtained from the Palestinian Authority.

The FASB will prepare a Palestinian Conceptual Financial Accounting Framework modeled on the "Framework for the Preparation and Presentation of Financial Statements" released by the International Accounting Standards Committee (IASC). The Palestinian framework will set out fundamental objectives of financial reporting and the essential elements of financial statements. A prompt adoption of the Conceptual Financial Accounting Framework will be essential to avoid delay in incorporating the framework into timely distribution of the IAS. Project implementation must recognize that business accountants will need time to familiarize themselves with IAS and to adopt accounting methods, which will produce acceptable financial statements. Similarly, auditors who are not familiar with IAS will need time to acquire such knowledge before expressing opinions on the fair and consistent application of the standards in the preparation of these financial statements. Accordingly, the FASB may choose to provide a grace period of one or two years for implementation of the standards by all entities responsible for financial reporting. The grace period would also provide a period for public comments on the IAS. The FASB role following distribution of all standards will be one of issuing pronouncements to explain specific provisions of the standards as they apply to business practices and legal requirements in WB&G. It will also be necessary for the FASB to establish accounting standards for PVOs.

The Contractor may provide technical assistance to FASB members and staff assistants in order to:

- Draft by-laws;
- Write, distribute and adopt the Palestinian Accounting Conceptual Framework;
- Adopt and issue IAS, including any notice of a grace period before the IAS must be used;
- Issue pronouncements; and
- Establish accounting standards for PVOs.

Limited support for some recurrent costs may be provided for the duration of the activity; however, such support will decrease over time.

3.4 PERFORMANCE INDICATORS/RESULTS

The primary performance indicators to be used to monitor accomplishments under this task order will be the Contractor's success in accomplishing the specific tasks and outputs laid out in Section 3.2 and Section 3.3 and 3.5, as required therein, and as summarized below as well as the level of satisfaction expressed by the USAID technical office with the quality of service offered by the Contractor, the timeliness of delivery of the required outputs, and the cost control demonstrated during performance.

At the conclusion of this task order, contractor performance will be evaluated in terms of accomplishing the following results:

Phase One:

- University curricula will have been modernized and reflect the adoption and use of IAS in the Palestinian Territories, and the curricula will have been implemented in the Universities.
- A CPA examination system, including preparatory courses, will have been implemented.
- The Society will be self-sustaining.
- The Association will have developed and implemented a training program for continuing professional education.
- The Association will have developed, published and distributed a Code of Professional Ethics and a document setting forth related disciplinary procedures to be followed for violations of those ethical standards.
- The Association will be self-sustaining.
- The Society will have functioning committees in the areas of publications, ethics, CPA exam, CPE and auditing standards, and each of the committees is fulfilling the work responsibilities established for each committee.

Phase Two:

- The Foundation will have been established and by-laws promulgated.
- The Foundation members will have appointed the FASB members according to Foundation procedures.
- Sufficient funds will have been raised or dues and revenues collected by the Foundation to fund FASB operations on a continuous basis.
- The FASB will have developed and distributed the Conceptual Framework.
- The FASB will have distributed the International Accounting Standards and formally adopted them after a pre-announced grace period, to allow for IAS training.
- The Society will have adopted bylaws commensurate with the new legislation.
- The Accounting Association will have adopted bylaws commensurate with the new legislation.

3.5 REPORTING REQUIREMENTS AND DELIVERABLES OR OUTPUTS

The Contractor shall submit the following deliverables or outputs to the CTO specified for this Task Order. If specifically requested and approved by USAID, reports will be made available to the representatives of the relevant accounting and auditing organizations for informational purposes.

Assessment Report: An assessment report of no more than 15 pages is required within 45 days of the effective date of this task order. The purpose and required content of the assessment report is described above.

Implementation Plan: An initial implementation plan will be required within 45 days of the effective date of this task order. This plan will describe activities undertaken to facilitate contract start-up, any delays/problems encountered and steps taken to resolve them, and planned additional activities to be undertaken to facilitate program implementation. The plan will also include a description of any proposed deviations from the Contractor's plan submitted in its technical proposal and a discussion of why the deviation is recommended.

In developing the implementation plan, the Contractor is expected to take into account the strong preference of Palestinian counterparts for the use of local and regional resources and the analysis of regional experience, and for the provision of training and technical assistance directly in Arabic. The Contractor will also be expected to take into account the need to accommodate Gaza and West Bank accounting systems without appearing to favor either the West Bank or Gazan system. The Contractor will also need to review the sustainability of program efforts, since this will be critical to their ultimate success.

The Contractor will also take into account prior experience in the West Bank and Gaza and elsewhere in developing accounting and auditing systems, and draw upon lessons learned in these activities. The Contractor will need to closely coordinate their planned activities with any other donors found to be planning activities in the same or related areas.

Annual Work Plan: Immediately thereafter, a detailed annual work plan will be required for the duration of the first year of the contract, and annually thereafter. The work plan will include projected tasks for the coming year, grouped by program component, a discussion of how these activities build on previous implementation tasks, and any changes in strategy. The plan will also include a matrix or chart listing indicators and results and showing current levels of accomplishment toward those indicators and results. This plan will be reviewed with USAID every quarter, in association with the quarterly progress reports discussed below. The Contractor will be expected to make any needed adjustments in the plan, in consultation with USAID, following these quarterly reviews.

Performance Indicators: This program is expected to produce results that will lead to establishing the elements of an effective accounting and auditing system in the West Bank and Gaza. The Contractor will be responsible for measuring, monitoring, and reporting on program performance. At the outset of the task order, the Contractor will work with the Association, the Society, and USAID to outline a comprehensive assistance plan with specific performance targets. These targets will be clearly identified and mutually agreed upon.

Quarterly Progress Reports: Quarterly reports are to be submitted 30 days after the end of USAID's established quarters (i.e., Oct-Dec, Jan-Mar, Apr-June, July-Sept). These reports will include trip reports of up to fifteen pages covering the work of each individual advisor, and an integrated summary from the Contractor that indicates, in detail, the progress made in implementing each task, output or targeted result, the success and/or failure of particular tasks as they relate to the strategy employed in reaching the required results, and the actual results achieved. These reports will also assess the current institutional strengths and weaknesses of each targeted organization and their progress towards attaining financial self-sustainability. Furthermore, these reports will list and discuss all potential obstacles for the following period and suggested strategies for addressing each one.

Final Report: The final quarterly report will serve as the final report for the project and should not exceed thirty

pages. It will include reporting from each resident advisor and from the Contractor's project manager as well as an overview of the Contractor's efforts to complete the statement of work in the terms specified above, and an evaluation of the initial activity design compared to the actual results achieved. The final report should also be forward looking, examining the problems or issues still to be addressed, and suggesting where further technical assistance could be utilized.

The final report should be submitted in draft to the USAID CTO and made available for review and comments by appropriate Mission personnel before final submission by the Contractor.

Contractor Evaluations: This statement of work outlines the results to be achieved, suggests implementation strategies and provides an illustrative list of contract outputs and performance indicators. As a performance-based contract, the Contractor is responsible to define and carry out the most effective implementation approach, using the Contractor's expertise in implementing the types of activities contained in the statement of work. USAID will prepare periodic written evaluation reports on the Contractor's performance. The Contractor is required to review and sign these reports.

Publications: The Contractor is expected to produce a number of publications and communications products under this contract (i.e. training curricula and materials, and reports on various issues, etc.). The Contractor will submit all publications to USAID for review and approval before they are published and distributed. USAID will review and respond promptly. The appropriate Palestinian counterpart may also review and approve publications prior to publication and distribution by the Contractor, as determined necessary by the USAID CTO.

If specifically requested and approved by USAID, reports will be made available to the representatives of the relevant accounting and auditing organizations for informational purposes.

The reports and publications described above are the basic documentation that USAID requires to fulfill its fiduciary responsibility to monitor and evaluate the progress of the overall activity. As such, they must be both candid and well crafted. Without the specific approval of USAID, the Contractor will not circulate these documents or the information obtained for their preparation beyond the parties mentioned. All information obtained from or otherwise relating to audits of specific businesses shall not be communicated to persons other than the staff of the organization actively engaged in the delivery of the contracted services to the extent that the communication identifies the specific business(es) involved. Such specific information will not be included in reports made by the Contractor to USAID or otherwise, except as sanitized for use as general reference information. The Contractor will treat all information obtained during contract performance with the strictest confidentiality.

3.6 CONCURRENCES/CLEARANCES

Resumes of all short-term consultants (not already listed) will be sent to the USAID CTO for concurrence and approval prior to assignments and arrival in country of Contractor personnel. All USAID funded international travel of Contractor personnel to Israel requires prior country clearance approval from USAID/West Bank/Gaza

The Contractor will coordinate closely with the USAID CTO in Tel Aviv. Resident advisors are required to brief the USAID CTO at regular intervals. Upon request by the CTO, short-term advisors are required to brief and debrief the USAID CTO on individual in-country assignments.

ARTICLE V - ACCOUNTING AND APPROPRIATION DATA

(See Cover Page)

ARTICLE VI - TECHNICAL DIRECTION

Technical Direction during performance of this Task Order shall be provided by the CTO listed in Block 5 of the Cover Page pursuant to Section G of the basic contract.

ARTICLE VII - TERM OF PERFORMANCE

7.1 Work shall commence no sooner than the date noted in Block 7 of the Cover Page. The estimated completion date is reflected in Block 8 of the Cover Page.

7.2 Subject to the ceiling price of this Task Order and the prior written approval of the CTO (see Block No. 5 of the Cover Page), the Contractor may extend the estimated completion date, provided that the extension does not cause the elapsed time for completion of the work, including the furnishing of all deliverables, to extend beyond 60 calendar days from the original estimated completion date. Prior to the original estimated completion date, the Contractor shall provide a copy of the CTO's written approval for any extension of the term of this Task Order to the Contracting Officer; in addition, the Contractor shall attach a copy of the CTO's approval to the final voucher submitted for payment.

7.3 It is the Contractor's responsibility to ensure that the CTO-approved adjustments to the original estimated completion date do not result in costs incurred that exceed the ceiling price of this Task Order. Under no circumstances shall such adjustments authorize the Contractor to be paid any sum in excess of the Task Order.

7.4 Adjustments that will cause the elapsed time for completion of the work to exceed the original estimated completion date by more than 60 calendar days must be approved in advance by the Contracting Officer.

ARTICLE VIII - WORKDAYS ORDERED

8.1 Functional Labor Category	<u>Work Days Ordered</u>	<u>Fixed Burdened Daily Rate</u>	<u>Total</u>
Long Term Expatriate:			
TCN Financial Mgt. Specialist/COP Ray Harris	720	\$ 900.90	\$ 648,648.00
Level 1 Financial Mgt. Specialist Robert Viernum	680	1,236.00	840,480.00
Subtotal	1400		\$1,489,128.00
Short Term Expatriate:			
Level 1 Financial Mgt. Specialists Robert McPhail John Gruner Williams E. Kuntz Kenneth MacLeod Zubaidur Rahman Adolf Enthoven	204	1,236.00	252,144.00
Level 1 TCN Fin. Mgt. Specialists Maurice Mould David Cairns	108	900.90	97,297.20
Level 2 Financial Mgt. Specialists Violetta Kozlowski	30	731.00	21,930.00

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Level 3 Financial Mgt. Specialists Chongli An	30	506.00	15,180.00
Level 1 TCN Fin. Mgt./Training Duncan Williamson	12	613.80	7,365.60
Level 3 Training Specialists Roman Hewryk	12	393.00	4,716.00
Level 2 Accountants Nicholas Zacchea	12	618.00	7,416.00
Level 3 Accountants Elias Habayeb Sari Binhadi	48	393.00	<u>18,864.00</u>
Subtotal	456		\$ 424,912.80
Total Labor (rounded)	1856		\$1,914,041.00

8.2 Subject to the ceiling price established in this Task Order and the prior written approval of the CTO, the Contractor may adjust the number of workdays actually employed in the performance of the work by each functional labor category specified in this order. The Contractor may also employ additional personnel in labor categories established in the IQC basic contract which are not currently listed in this task order, subject to the prior written approval of the designated CTO. The Contractor shall attach a copy of the CTO's approval to the corresponding voucher submitted for payment.

8.3 It is the Contractor's responsibility to ensure that the CTO-approved adjustments to the workdays ordered for each functional labor category do not result in costs incurred which exceed the ceiling price or the obligated amount of this Task Order, whichever is less. Under no circumstances shall such adjustments authorize the Contractor to be paid any sum in excess of the ceiling price or the obligated amount, whichever is less.

ARTICLE IX - CEILING PRICE

For Work Days Ordered	\$ 1,914,041.00
For Other Direct Costs	\$ 989,477.00
For Indirect Costs	<u>\$ 79,158.00</u>
Ceiling Price	\$ 2,982,676.00

Note: The Contractor will not be paid any sum in excess of the ceiling price or the obligated amount, whichever is less.

Budget flexibility: Any deviation beyond 15% of the individual line item amounts requires written approval from the CTO.

ARTICLE X - KEY/ESSENTIAL PERSONNEL

The individuals identified below are designated as key personnel. The key personnel identified are considered essential to the work being performed. Unless otherwise agreed to in writing by the Contracting Officer (CO), the Contractor shall be responsible for providing such personnel for performance at the level of effort and for the term required. Failure to provide key personnel designated below may be considered nonperformance by the Contractor unless such failure is beyond the control, and through no fault or negligence of the Contractor. The Contractor shall immediately notify the CO and CTO of any of the Key Personnel's departure and the reasons therefor. The

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Contractor shall take steps to immediately rectify this situation and shall propose a substitute candidate for each vacated position along with a budget impact statement in sufficient detail to permit evaluation of the impact on the program. No replacement of personnel shall be made by the Contractor without the written consent of the CO and CTO.

The key personnel designated under this Task Order are:

<u>Name of Key Personnel</u>	<u>Title/Position</u>
Ray Harris	COP/Financial Management Specialist
Robert Viernum	Financial Management Specialist

ARTICLE XI - DUTY POST

The primary place of performance under this Task Order is Ramallah, but work will be carried out throughout the West Bank and Gaza as well as at other work sites, primarily within Israel.

ARTICLE XII - USE OF GOVERNMENT FACILITIES OR PERSONNEL

The Contractor and any employee or consultant of the Contractor is prohibited from using U.S. Government facilities (such as office space or equipment) or U.S. Government clerical or technical personnel in the performance of the services specified in the Task Order unless the use of Government facilities or personnel is specifically authorized in the Task Order, or is authorized in advance, in writing, by the Contracting Officer.

ARTICLE XIII - ACCESS TO CLASSIFIED INFORMATION

The Contractor will not have access to classified information.

ARTICLE XIV - LOGISTICAL SUPPORT

The Contractor shall be responsible for all logistic support needed to successfully complete the Task Order.

ARTICLE XV - WORK WEEK

Resident advisors are authorized to work a five-day week in the West Bank/Gaza. The Contractor is authorized to utilize up to a six-day workweek for short-term consultant personnel in the field with no premium pay.

ARTICLE XVI - PAYMENT OFFICE

The Payment Office for this Task Order is listed in Block 6 of the Cover Page.

ARTICLE XVII - LANGUAGE REQUIREMENT

No specific requirements, but Contractor personnel should be able to communicate effectively in Arabic whenever possible and appropriate.

(End of Task Order)

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AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE PAGE OF PAGES
1 2

2. AMENDMENT/MODIFICATION NO. TWC-2
3. EFFECTIVE DATE 08/15/2000
4. REQUISITION/PURCHASE REQ. NO. MAARD 294-2000-290
5. PROJECT NO. (If applicable) 294-0025

6. ISSUED BY CODE
7. ADMINISTERED BY (If other than Item 6) CODE
Contracting Office
USAID
C/O American Embassy
71 Hayarkon St., Tel Aviv, Israel 63903

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and ZIP Code)
Deloitte Touche Tohmatsu
555 12th Street, NW, Suite 500
Washington, D.C. 20004

(J) 9A. AMENDMENT OF SOLICITATION NO.
9B. DATED (SEE ITEM 11)
10A. MODIFICATION OF CONTRACT/ORDER NO.
PCE-I-802-99-00008-00
10B. DATED (SEE ITEM 13)
09/29/1999

CODE FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:
(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)
HES90023294KG13 P000290 729/01037 \$784,681.00

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

- (J) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
- B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103 (b).
- C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
- D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
The purpose of this modification is to fully fund the Task Order. Therefore, Task Order No. PCE-I-802-99-00008-00, as previously modified, is hereby modified as follows:

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

5A. NAME AND TITLE OF SIGNER (Type or print) Richard Andrews
5B. CONTRACTOR/OFFEROR
5C. DATE SIGNED
16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Timothy T. Beans
Contracting Officer
16B. UNITED STATES OF AMERICA
BY Timothy T. Beans
(Signature of Contracting Officer)
16C. DATE SIGNED 8/15/00

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A. COVER LETTER, PAGE ONE, Block 9 "ACCOUNTING AND APPROPRIATION DATA"

Delete Amount Obligated : "\$ 2,468,544.00" and replace with "3,253,225.00"

B. Article V, "ACCOUNTING AND APPROPRIATION DATA"

Add the following:

(c) "MAARD No.:	294-2000-290
APPN:	729/01037
BPC:	HES90023294KG13
RCN:	P000290

Amount Obligated: \$ 784,681.00"

All other terms and conditions of this Task Order remain unchanged and in full force and effect.

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AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 5
2. AMENDMENT/MODIFICATION NO. One (1)	3. EFFECTIVE DATE See Block 16C.	4. REQUISITION/PURCHASE REQ. NO. MAARD No. 294-2000-153	5. PROJECT NO. (If applicable) 294-0025
6. ISSUED BY Contracting Office USAID c/o American Embassy 71 Hayarkon St. Tel Aviv, Israel 63903	CODE	7. ADMINISTERED BY (If other than Item 6)	CODE
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP code) Deloitte Touche Tohmatsu 555 12th Street, NW, Suite 500 Washington, D.C. 20004		9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE		FACILITY CODE	10A. MODIFICATION OF CONTRACT/ORDER NO. PCE-I-802-99-00008-00
			10B. DATED (SEE ITEM 13) September 29, 1999

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offers is extended, is not extended. Offerors must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

HES90023294KG13 P000153 720/11037
\$968,544.00

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X D. OTHER (Specify type of modification and authority) Incremental funding and increase of ceiling price FAR 52.243-02, Changes - Cost Reimbursement, Alt. II

E. IMPORTANT: Contractor is not, is required to sign this document and return 2 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is to increase the ceiling price of this Task Order by \$270,549, increase the total obligated amount by \$968,544, and to modify the Scope of Work. In addition, this modification will adjust the line items to reflect actual expenditures and the current increases.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) <i>Richard Andrews</i>	15B. CONTRACTOR/OFFEROR Richard Andrews	15C. DATE SIGNED June 21/00	15D. UNITED STATES OF AMERICA BY <i>Timothy T. Beans</i>	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Timothy T. Beans Contracting Officer	16C. DATE SIGNED June 22, 2000
(Signature of person authorized to sign)		(Signature of Contracting Officer)			

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Therefore, this Task Order is hereby modified as follows:

- a) On the Task Order cover sheet, in Block 9, ACCOUNTING AND APPROPRIATION DATA, delete the "Amount Obligated: \$1,500,000.00" and "Ceiling Price: \$2,982,676.00" and replace with the following:

"Amount Obligated: \$2,468,544.00
Ceiling Price: \$3,253,225.00"

- b) Modify ARTICLE III- STATEMENT OF WORK, by adding the following paragraph to Article 3.2, PHASE ONE – Tasks/Outputs:

"Training

Training is an integral part of this activity. Specific objectives under Phase One SOW include support in training selected organizational staff to raise funds and/or collect revenues. Further, continuing education courses are required under Phase One.

The additional funding under this modification to be used for training is to be used to train the accountants, auditors and interested parties (such as bankers and business people) who will have to use the new accounting and auditing standards. The amount of training required to raise the knowledge of auditors, accountants and interested parties regarding international standards is greater than anticipated. Thus, additional training is required prior to beginning the training contemplated originally under Phase One.

This additional training may take the form of seminars, conferences, short sessions, or continuing education courses. In other words, the training should be tailored to the audience, as long as it relates to the international standards. Further, although several local auditors and accountants serve as trainers, if it is determined that limited training of trainers is beneficial, such activities may be supported under the Task Order as long as USAID approves the activities."

c) Delete ARTICLE V – ACCOUNTING AND APPROPRIATION DATA, in its entirety and replace with the following:

"ARTICLE V – ACCOUNTING AND APPROPRIATION DATA

(a) MAARD No. 294-99-132
 APPN: 729/01037
 BPC: HES99923294KG13
 RCN: P900132
 Amount: \$1,500,000.00

(b) MAARD No. 294-2000-153
 APPN: 720/11037
 BPC: HES90023294KG13
 RCN: P000153
 Amount: \$968,544.00"

d) Delete ARTICLE 8.1 of ARTICLE VIII – WORKDAYS ORDERED, in its entirety and replace with the following:

"Article 8.1:

<u>Functional Labor Category</u>	<u>Work Days Ordered</u>	<u>Fixed Burdened Daily Rate</u>	<u>Total</u>
Long Term Expatriates:			
TCN Financial Mgt. Specialist/COP Ray Harris	703	901	\$633,403.00
Level 1 Financial Mgt. Specialist Robert Viernum	678	1,236	838,008.00
Subtotal	1,381		\$1,471,411.00
Short Term Expatriates:			
Level 1 Financial Mgt. Specialists Robert McPhail John Gruner Williams E. Kuntz Kenneth MacLeod Zubaidur Rahman	138	1,236	\$170,568.00

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<u>Functional Labor Category</u>	<u>Work Days Ordered</u>	<u>Fixed Burdened Daily Rate</u>	<u>Total</u>
Level 1 TCN Fin. Mgt. Specialists Maurice Mould David Cairns Mark Anderson	60	901	54,060.00
Level 2 Financial Mgt. Specialist Violetta Kozlowski	48	731	35,088.00
Level 3 Financial Mgt. Specialist Chongli An Hezekiah White	79	506	39,974.00
Level 1 Financial Mgt. Specialist/ Training Duncan Williamson	24	614	14,736.00
Level 3 Financial Mgt. Specialist Roman Hewryk	12	393	4,716.00
Level 3 Accountant Elias Habayeb	72	393	28,296.00
Subtotal	433		\$347,438.00
Level 1 CCN Accountant TBD	600	182	109,200.00
Level 2 CCN Accountants(3) TBD	1,760	133	234,080.00
Subtotal	2,360		\$343,280.00
Total Labor	4,174		\$2,162,129.00"

e) Delete ARTICLE IX – CEILING PRICE, in its entirety and replace with the following:

ARTICLE IX – CEILING PRICE

For Work Days Ordered	\$2,162,129.00
For Other Direct Costs	\$1,010,274.00
For Indirect Costs	<u>\$ 80,822.00</u>
 Ceiling Price	 \$3,253,225.00

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Note: The Contractor will not be paid any sum in excess of the ceiling price or the obligated amount, whichever is less.

Budget flexibility: Any deviation beyond 15% of the individual line item amounts requires written approval from the CTO."

All other terms and conditions of this Task Order remain unchanged and in full force and effect.



United States Agency for International Development
West Bank and Gaza Mission

Marty

July 18, 2000

Mr. Richard L. Andrews
Deloitte Touche Tohmatsu
555 12th Street, N.W. Suite 500
Washington, D.C.

Subject: Task Order Number PCE-I-802-99-00008-00

Dear Mr. Andrews,

Please note that we have previously sent this letter to you requesting you to sign three originals of Modification Number One to the subject Task Order. The originals have been signed by you, but you have used a different date on the originals than that used when you signed the faxed copy. Therefore, we are sending the originals to again for your signature.

Please find attached for your signature three originals of the subject Contract. Please note that you have already signed a faxed copy (see attached) and we are requesting that you please sign and date all three originals exactly like the faxed copy you signed. One of these originals is a copy for your files. Please return the other two originals.

Should you have any questions, or wish to discuss this matter, please feel free to contact me at 972-3-5114-852.

Sincerely,

Timothy T. Beans
Contracting Officer

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AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 5
2. AMENDMENT/MODIFICATION NO. One (1)	3. EFFECTIVE DATE See Block 16C.	4. REQUISITION/PURCHASE REQ. NO. WARD No. 294-2000-153	5. PROJECT NO. (If applicable) 294-0025
6. ISSUED BY Contracting Office USAID c/o American Embassy, 71 Hayarkon St. Tel Aviv, Israel 63903	CODE	7. ADMINISTERED BY (If other than Item 6)	CODE
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP code) Deloitte Touche Tohmatsu 555 12th Street, NW, Suite 500 Washington, D.C. 20004		9A. AMENDMENT OF SOLICITATION NO.	
		9B. DATED (SEE ITEM 11)	
		10A. MODIFICATION OF CONTRACT/ORDER NO. PCB-I-802-99-00008-00	
		10B. DATED (SEE ITEM 13) September 29, 1999	
CODE	FACILITY CODE		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offers is extended, is not extended. Offerors must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

HB690022294KG13 P000153 720/11037
\$968,544.00

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

<input type="checkbox"/>	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF PAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input checked="" type="checkbox"/>	D. OTHER (Specify type of modification and authority) Incremental funding and increase of ceiling price PAR 52.243-02, Changes - Cost Reimbursement, Alt. II

8. IMPORTANT: Contractor is not, is required to sign this document and return 2 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is to increase the ceiling price of this Task Order by \$270,549, increase the total obligated amount by \$968,544, and to modify the Scope of Work. In addition, this modification will adjust the line items to reflect actual expenditures and the current increases.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Richard Andrews Managing Director	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Timothy T. Beans Contracting Officer
15B. CONTRACTOR/OFFEROR <i>[Signature]</i> (Signature of person authorized to sign)	16B. UNITED STATES OF AMERICA BY <i>[Signature]</i> (Signature of Contracting Officer)
15C. DATE SIGNED June 21/00	16C. DATE SIGNED June 22, 2000

NSN 7540-01-152-8070
PREVIOUS EDITION UNUSABLE

30-105

STANDARD FORM 30 (REV. 10-13)
Prescribed by GSA
FAR (48 CFR) 53.243

Deloitte Touche Tohmatsu
Emerging Markets
555 12th St NW, Suite 500
Washington DC 20015 USA

Tel: (202) 879-5656
Fax: (202) 879-5607
www.deloitte.com/emergingmarkets

**Deloitte
Touche
Tohmatsu**

USAID SEGIR Financial Services IQC

Contract No: PCE-1-00-99-00008-00

Egypt: Financial Services to EEA

August 15, 1999 – September 30, 2000

4602

UNITED STATES OF AMERICA
AGENCY FOR INTERNATIONAL DEVELOPMENT

- 1. Country of Performance: Egypt
Adv. & Asst. Services Yes [] No [X]
- 2. Contract No. PCE-I-00-99-00008-00, Task Order No. OUT-PCE-I-801-99-00008-00
(Incorporating FAR and AIDAR Clauses)

NEGOTIATED PURSUANT TO THE FOREIGN ASSISTANCE ACT OF 1961,
AS AMENDED, AND EXECUTIVE ORDER 11223

3. CONTRACTOR (Name and Address):

Deloitte Touche Tohmatsu
555 12th Street, N.W., Suite 500
Washington, D.C. 20004

4a. ISSUING OFFICE:

Office of Procurement
USAID/Egypt
Unit 64902
APO AE 09839-4902

4b. ADMINISTRATION OFFICE:

(Same as above)

TIN: 521788060
CEC: 877698936

DUPLICATE ORIGINAL

5. TECHNICAL OFFICER (Also CTO):

Iqbal Chaudhry
EI/PT
USAID/Egypt

6. PAYING OFFICE. SUBMIT INVOICE TO:

Office of Financial Management
USAID/Egypt
Unit 64902
APO AE 09839-4902

7. EFFECTIVE DATE:
August 15, 1999

8. ESTIMATED COMPLETION DATE:
August 14, 2000

9. ACCOUNTING AND APPROPRIATION DATA:

Request ID: 263-0224-3-98034	Amount Obligated: \$1,786,716.00
Activity Title: Financial Services to EEA	Ceiling Price : \$1,786,716.00
Organization ID:	
Resource Category:	
Account Number:	

10. The United States of America, represented by the Contracting Officer signing this Order, and the Contractor agree that: (a) this Order is issued pursuant to the Contract specified in Block 2 above and (b) the entire Contract between the parties hereto consists of this Order and the Contract specified in Block 2 above.

11a. NAME OF CONTRACTOR:
Deloitte Touche Tohmatsu

BY: *John Simon*
NAME: JOHN SIMON
TITLE: SENIOR MANAGER
DATE: 30 August 1999

11b. UNITED STATES OF AMERICA
Agency for International Development

BY: *Phillip S. Tresch*
NAME: Phillip S. Tresch
TITLE: Contracting Officer
DATE: 30 AUGUST 1999

AID 1420-61 (Rev'd)

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Contract No. PCE-I-00-99-00008-00

Task Order No. 801

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1.16	AUTHORIZED GEOGRAPHIC CODE	11

1.1 BACKGROUND

In 1975 when USAID provided initial funding for the power sector, power supply facilities were not sufficient to meet customer demand. Scheduled maintenance was frequently deferred to maximize the generating capacity. This led to excessive generating unit failures and frequent service interruptions. The country's electric network was not monitored properly or coordinated on the basis of economic operations. The distribution facilities were in poor condition and caused additional system failures. The Egyptian Electric Authority (EEA) was over staffed and under managed. EEA was ill equipped to correct the problems that were disrupting Egypt's energy sector.

Since 1975, USAID and the Government of Egypt (GOE) have jointly implemented a total of eleven projects consisting of 24 subprojects in the electric power sector. Over \$1.8 billion in project and commodity assistance has been provided for the construction of power plants, transmission/distribution lines, substations, control centers, technical assistance and training. USAID has supported urban electric distribution system modernization, transmission line upgrades and long-term training. USAID has increased generating capacity by a total of 4,340 MW and rehabilitated an additional 2,700 MW.

As a result of these efforts, there have been substantial reductions in energy losses, fewer outages, more reliable service and savings in fuel costs. The system has grown from a disconnected, unreliable operation to a modern, centrally controlled electric grid operated by a competent organization. USAID funds have contributed to the development of this vital sector of the Egyptian economy, enabling it to close the gap between demand and supply within a twenty year period. Presently, 97% of the Egyptian population has access to electricity and Egypt is ready to start exporting power to Jordan with an approximate annual value of LE 300 million.

USAID with the approval and cooperation of the Ministry of Electricity and Energy (MEE) performed a Policy Reform and Institutional Development Assessment of the Egyptian Power Sector under the direction of the Private Sector Energy Development program (PSED). A two volume report was completed in 1993 which focussed on EEA and the distribution of electricity under the Egyptian Electric Distribution Company (EDC). Recommendations from this report led to power sector assistance to the GOE focussed on implementing policy reforms and institutional development within the existing industry structure.

Some of the objectives of this policy/institutional assistance have been institutionalized by EEA and some remain in various stages of implementation and adoption. An electric utility regulatory board has been authorized and a technical secretariat is being formed to assist the regulatory board. Additional initiatives remain to be implemented. The GOE has recently decided to push ahead with privatization of the power sector.

Restructuring in 1998 combined the geographical areas of the seven existing EEA zones with the associated EDC distribution networks. This reorganization of EEA was completed in 1998. The GOE has also announced its intention to transfer 20 percent of these new organizations into private ownership as soon as possible. Cairo Electricity Company will have the first public offering.

Due to these GOE led developments, there is an explicit need for technical assistance to guide the new initiatives. Because the existing program had expected a slow pace for privatization, assistance for the fields of commercialization, restructuring, regulation and privatization are urgently required. To begin to assist the GOE with a rapid reform of the electricity sector, USAID utilized Energy IQC in June 1998 to establish a small team of key policy advisors along with short-term assistance in highly specialized fields.

ESPG, the existing Energy IQC contractor, will continue efforts for the achievement of USAID policy concerning institutional development to insure that EEA can sustain benefits and progress made under prior USAID assistance programs, the emphasis of their IQC will be to strengthen institutional and policy reform efforts in support of MEE, EEA and EC's (Electric Companies) on proposed electric sector commercialization/privatization and restructuring. The priorities on the assistance will be on regulatory, organizational, management, operational, financial and policy/legal issues that are necessary for commercialization and private sector participation in power generation, transmission and distribution. Additional initiatives remain to be implemented.

1.2 TITLE

Power Sector Support II

1.3 OBJECTIVE

The objective of this task order is to support the privatization of the Electricity Companies (ECs) by strengthening their financial planning, cash management and debt management systems and by providing financial advice to EC management.

1.4 STATEMENT OF WORK

The work under this task order will be split into four sub-tasks: Financial Planning, Cash Management, Debt Management and ad hoc financial advisory assistance.

Financial Planning:

The contractor shall assist the seven ECs to strengthen their financial planning capabilities by implementing an Arabic Financial Planning Model and by assisting them to develop the required organization, skill, policies and procedures.

Deliverables:

- a. Translate the Financial Planning Model developed under the ESGP task order into Arabic (MS Excel-Arabic version).
- b. Modify the existing Arabic Financial Planning Model to incorporate the chart Of accounts and financial statement format used by the companies.
- c. Prepare an user manual for the Financial Planning model in Arabic.
- d. Prepare a standardized report template in Arabic to be used by the ECs to prepare financial planning reports.

- e. Assist the ECs to organize financial planning departments, to prepare policies and procedures and to train their staff. All formal training will be conducted through the USAID Developmental Training 2 Project.
- f. Assist the ECs to prepare financial plans as part of the 2000/01-budget process.

Cash Management:

The contractor shall assist the seven ECs to strengthen cash management by assisting them to develop the organization, skills, systems, policies and procedures to improve cash planning.

Deliverables:

- a. Develop the requirements for a Cash Management System that integrates cash flow information from payment and receivable sub-systems and provides forecast and analysis tools for cash planning. The screens and reports for the Cash Management System are to be prepared in Arabic.
- b. Interface with the IS project to coordinate IS requirements, prepare Software specifications and to purchase required computer hardware and software.
- c. Modify/adapt purchased software as required for Cash Management System and implement at pilot site.
- d. Implement Cash Management System in other EC's.
- e. Prepare user manual for the Cash Management System in Arabic.
- f. Assist EEA and the seven Electricity Companies to organize cash management department.
- g. Assist the ECs to develop policies and procedures, etc. necessary for the effective operation of Cash Management System.
- h. Conduct training, in Arabic, for EC personnel on how to use the Cash Management System.

Debt Management:

The contractor shall assist the ECs and EEA to improve debt management by implementing a Loan Tracking System in EEA and each EC.

Deliverables:

- a. Develop the requirements for a Loan Tracking System to be implemented at EEA and the ECs. The Loan Tracking System is intended to serve the dual purpose of tracking (projecting) the timing and amount of local and foreign loan payments and providing information to conduct "what-if" analyses of company loan structures and the impact of interest and foreign exchange adjustments. The Loan Tracking System will also provide the loan-input data for the Financial Planning Model. The screens and reports for the Loan Tracking System are to be prepared in Arabic.
- b. Interface with the IS project to coordinate IS requirements, prepare software specifications and to purchase required computer hardware and software.

- c. Modify/adapt purchased software as required for Loan Tracking System and implement at pilot site.
- d. Implement the Loan Tracking System in EEA and other EC's; including the conversion of existing data from manual records. The Loan Tracking System screens and reports will be in Arabic.
- e. Prepare a user manual for the Loan Tracking System in Arabic.
- f. Assist EEA and the ECs to develop policies and procedures, etc. necessary for the effective operation of Loan Tracking System.
- g. Conduct training, in Arabic, for EEA and EC personnel on how to use the Loan Tracking System.

EC Implementation Support:

Provide HCN (host country nationals) support to assist the Ecs to implement Financial Planning, Cash Management and Debt Management improvements.

1.5 ACCOUNTING AND APPROPRIATION DATA

Appropriation : 728/91037
Budget Plan Code: HES89823263KG13
Total Amount Obligated: \$1,786,716.00

1.6 REPORTS

Progress Reporting:

1. Develop annual work plan with benchmarks and targets for the financial management activities, and establish reporting systems to document progress in relation to the benchmarks and targets. Benchmarks against which the success of effecting the desired financial changes which will be measured will include, but will not necessarily be limited to the following:
 - a) Improved financial planning.
 - b) Improved financial management and cost recovery.
 - c) Improved cash management.
 - d) Improved debt management.
 - e) Improved management information systems.
2. Prepare and maintain project records, conduct quarterly implementation workshops to report progress, and resolve problem areas.

Submittals:

It is required that close and clear communications be maintained between the Contractor, USAID/Cairo and EEA throughout the project. The Contractor shall submit sufficient status reports to both EEA and USAID/Cairo to keep them fully informed of the project.

1. The Contractor shall submit quarterly progress reports to USAID/Cairo. The reports shall, at a minimum, include the following:
 - a) A brief discussion of current activities for each major element of the project. This shall include status of each task and

activity, progress, status of coordinating work with EEA, cash flow status, recommendations issued, and other activities pertinent to the project.

- b) Presentation of major problem areas, current or foreseen, and recommendations for resolving these problems.
- c) Anticipated activities for the coming quarter.
- d) A status report on the contractor staff, including arrival and departure dates of U.S. personnel, employment and termination dates of Egyptian personnel, a summary of man-months to date and projected for each major task for U.S., and Egyptian personnel, and exhibits showing expenditure versus work done and work scheduled versus work done.
- e) Presentation of actual progress to date versus scheduled progress, and where appropriate, discuss reasons for slippage from schedule and actions being taken toward recovery.
- f) Such supporting information as required to provide a concise and comprehensive report.

Quarterly status reports shall be due on the tenth working day of the following month at the end of each quarter. Five copies of each report shall be delivered to the USAID/Cairo COTR. Quarterly reports shall be submitted.

- 2. An implementation schedule for the Contractor's activities shall be required. The Contractor shall update this schedule on not less than a quarterly basis for the duration of the project. Summary updates of the schedule shall be included in the quarterly progress reports.

Initial issue of the schedule shall be prepared by the Contractor, based on the task order proposal submitted in response to the RFP, and forwarded to USAID/Cairo for review and approval within 30 days of execution of this Task Order.

3. Demobilization Plan

Three months prior to the estimated completion date of the Task Order, the Contractor shall submit a draft demobilization plan to the USAID CTO and Contracting officer for review and approval. The demobilization plan shall have a realistic time frame with a detailed schedule breakdown by task or deliverable, demonstrating compliance with the Task Order terms and requirements. The plan shall have three components:

- a) **Equipment/Furniture/Vehicles:** Not Applicable.
- b) **Staff:** Demobilization of staff must be tied to the Task Order workplan.

- c) **Programmatic:** This aspect of the demobilization plan tracks the deliverables to be provided under the Task Order, indicating when the deliverables will be completed or at what stage of completion they will be when the staff depart post. This component must track closely with the workplan.
4. At the conclusion of Task Order activities, a final report shall be produced requiring USAID approval that includes a review and discussion of the planning, implementation and outcomes of the Task Order activities.

Submitted to USAID for approval fifteen days prior to the completion of the Task Order, the Final Report shall summarize all Task Order activities and assess the progress made in fulfilling the Task Order purpose and include the following information:

- a. Expatriate personnel (by name and job title); arrival and departure dates; man weeks of service in the performance of the work.
- b. Egyptian personnel (by name and job title) with inclusive dates of work on the project.
- c. Sub-contracts; purpose; starting and completion dates; brief evaluation of work (competence of personnel) adequacy of equipment and management.
- d. Actual submission and approval dates; comments.
- e. Problem areas in Task Order administration and suggestions for improvements.
- f. All sources of data, information interviews, etc., and a bibliography of reference works used in carrying out the project.
- g. A draft report shall be submitted to USAID for review and comment prior to submittal of the final report.
- h. Ten copies of the CONTRACTOR's final report shall be submitted to USAID's CTO.

1.7 TECHNICAL DIRECTIONS

Technical Directions during the performance of this task order shall be provided by the Cognizant Technical Officer as stated in Block 5 of the cover page pursuant to Section (F) of the contract.

1.8 TERM OF PERFORMANCE

- a. Work shall commence on the date noted in Block 7 of the cover page. The estimated completion date is reflected in Block 8 of the cover page.

b. Subject to the ceiling price of this task order and the prior written approval of the Cognizant Technical Officer (see Block No. 5 on the Cover Page), the contractor may extend the estimated completion date, provided that the extension does not cause the elapsed time for completion of the work, including the furnishing of all deliverables, to extend beyond 30 calendar days from the original estimated completion date. Prior to the original estimated completion date, the contractor shall provide a copy of the Technical Officer's written approval for any extension of the term of this task order to the Contracting Officer; in addition, the contractor shall attach a copy of the Technical Officer's approval to the final voucher submitted for payment.

c. It is the contractor's responsibility to ensure that the Technical Officer-approved adjustments to the original estimated completion date do not result in costs incurred that exceed the ceiling price of this task order. Under no circumstances shall such adjustments authorize the contractor to be paid any sum in excess of the task order.

d. Adjustments that will cause the elapsed time for completion of the work to exceed the original estimated completion date by more than 30 calendar days must be approved in advance by the Contracting Officer.

1.9 WORKDAYS ORDERED

<u>a. Functional Labor Category & Specialist</u>	<u>Workdays Ordered</u>	<u>Burdened Daily Rate</u>	<u>Fixed Total</u>
<u>U.S. Expatriates</u>			
Financial Management* Specialist T. Nein	220	\$1,236.00	\$271,920.00
Financial Management* Specialist D. Hayward	120	\$1,236.00	\$148,320.00
Financial Management* Specialist R. Lagrange	150	\$1,236.00	\$185,400.00
2 Financial Management Specialists TBD	150	\$731.00	\$109,650.00
<u>CCN PERSONNEL</u>			
Financial Advisor A. Nabih	238	\$329.00	\$78,302.00
Financial Advisor H. Bahaa	238	\$286.00	\$68,068.00
Financial Advisor K. Ibrahim	238	\$286.00	\$68,068.00

Financial Advisor A. Lotfi	238	\$286.00	\$68,068.00
Financial Advisor H. Kassiba	238	\$338.00	\$80,444.00
Financial Advisor H. Ahmed	238	\$286.00	\$68,068.00
Financial Advisor H. Abu Hamer	238	\$336.00	\$79,968.00
<u>Home Office Support</u>			
Financial Analyst	50	\$506.00	\$25,300.00
Technical Writer/ Communication Specialist	70	\$393.00	\$27,510.00
Administrative Personnel	238	\$107.00	<u>\$25,466.00</u>
Total Labor			\$1,304,552.00

b. The three individuals identified above (by *) in section 1.9.a. are designated as key personnel pursuant to Section (F) of the contract.

c. Subject to the ceiling price established in this delivery order and the prior written approval of the Technical Officer, the contractor may adjust the number of workdays actually employed in the performance of the work by each position specified in this order. The contractor shall attach a copy of the Technical Officer's approval to the final voucher submitted for payment.

d. It is the contractor's responsibility to ensure that the Cognizant Technical Officer-approved adjustments to the workdays ordered for each functional labor specialist do not result in costs incurred which exceed the ceiling price of this delivery order. Under no circumstances shall such adjustments authorize the contractor to be paid any sum in excess of the ceiling price.

1.10 CEILING PRICE

For Workdays Ordered	\$1,304,552.00
For Other Direct Costs	<u>482,164.00</u>
Ceiling Price	\$1,786,716.00

The contractor shall not be paid any sum in excess of the ceiling price.

1.11 USE OF GOVERNMENT FACILITIES AND PERSONNEL

(a) The contractor and any employee or consultant of the contractor is prohibited from using U.S. Government facilities (such as office space or

equipment), or U.S. Government clerical or technical personnel in the performance of the services specified in the task order, unless the use of Government facilities or personnel is authorized in advance, in writing, by the Contracting Officer.

(b) If at any time it is determined that the contractor, or any of its employees or consultants, have used U.S. Government facilities or personnel either in performance of the contract itself, or in advance, without authorization in, in writing, by the Contracting Officer, then the amount payable under the contract shall be reduced by an amount equal to the value of the U.S. Government facilities or personnel used by the contractor, as determined by the contracting officer.

(c) If the parties fail to agree on an adjustment made pursuant to this clause it shall be considered a "dispute" and shall be dealt with under the terms of the "Disputes" clauses of the contract.

1.12 DUTY POST

The Duty Post for this task order is Egypt.

1.13 ACCESS TO CLASSIFIED INFORMATION

The contractor shall not have access to classified information.

1.14 LOGISTIC SUPPORT

The contractor shall be responsible for all logistic support needed to successfully complete the contract.

1.15 WORKWEEK

The contractor is authorized up to a six-day workweek in the field with no premium pay.

1.16 AUTHORIZED GEOGRAPHIC CODE

The authorized geographic code for procurement of goods and services under this order is 000.

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AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 3
2. AMENDMENT/MODIFICATION NO. 02	3. EFFECTIVE DATE see block 16c	4. REQUISITION/PURCHASE REQ. NO. 263-0224-3-98034	5. PROJECT NO. (If applicable) 263-0224
6. ISSUED BY Office of Procurement (O/PROC) USAID/Egypt Unit 64902 APO AE 09839	CODE	7. ADMINISTERED BY (If other than Item 6)	CODE
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP code) Deloitte Touche Tohmatsu 555 12th Street, N.W. Suite 500 Washington, D.C. 20004-1207 USA TIN: 521788060 DUNS #:		9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE		FACILITY CODE	10A. MODIFICATION OF CONTRACT/ORDER NO. OUT-PCE-I-801-99-00008-01
			10B. DATED (SEE ITEM 13) July 10, 2000

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offers is extended, is not extended. Offerors must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning ___ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)
Appropriation No.: 72X1037 BPC: HES89823263KG13 Increase Funding by \$19,930.00

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: X FAA of 1961 as amended; E.O. 11223, FAR AND AIDAR
D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this Task Order modification is to 1) increase Task Order Ceiling price by \$19,930 from \$1,980,070 to \$2,000,000 to finance the required continuity of technical assistance services and operation of the DTT's local office and staff; and 2) extend the Task Order completion date from September 30, 2000 to October 31, 2000. Specific changes in Task Order are on following pages.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) <i>John Sifton, Senior Mgr</i>	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Celeste Fulgham Contracting Officer
15B. CONTRACTOR/OFFEROR <i>John Sifton</i>	15C. DATE SIGNED
16B. UNITED STATES OF AMERICA BY <i>C. Fulgham</i>	16C. DATE SIGNED 9/30/00
(Signature of person authorized to sign)	(Signature of Contracting Officer)

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This Task Order is hereby modified as follow:

I. Cover page:

- 1) Block 8 – Estimated Completion Date, DELETE “September 30, 2000” and INSERT “October 31, 2000”.
- 2) Block 9 – Accounting and Appropriation Data:
 - A. DELETE “Amount Obligated: \$1,980,070” and INSERT “Amount Obligated: \$2,000,000”.
 - B. DELETE “Ceiling Price: \$1,980,070” and INSERT “Ceiling Price: \$2,000,000”.

II. 1.5 -- ACCOUNTING AND APPROPRIATION:

Add the following fiscal data:

Appropriation: 72X1037
 Budget Plan Code: HES89823263KG13
 Amount Obligated by this Action: \$19,930.00

III. 1.9 – Workdays Ordered:

Section (a): DELETE section (a) “Modified Total columns” in its entirety and INSERT the following:

		Work Days	Modified Total	
			Burdened Daily Rates (US\$)	Fixed Total
“ LABOR				
Name	Labor Category			
T. Nein	Financial Mngmt Specialist	250	1,236	309,000
D. Hayward	Financial Mngmt Specialist	135	1,236	166,860
R. Lagrange	Financial Mngmt Specialist	215	1,236	265,740
STA	Financial Mngmt Specialist	82	731	59,942
Subtotal USN Personnel				801,542
CCN Personnel				
A. Nabih	Financial Advisor	299	329	98,371
H. Bahaa	Financial Advisor	299	286	85,514
K. Ibrahim	Financial Advisor	299	286	85,514
A. Lotfi	Financial Advisor	299	286	85,514
H. Kasseba	Financial Advisor	299	338	101,062
H. Ahmed	Financial Advisor	299	286	85,514
H. Abu Hamer	Financial Advisor	292	336	98,112
S. El Salmay	CM Process Redesign Specialist	100	338	33,800
N. Abdel Mohsen	CM Process Redesign Assistant	30	178	5,340
Home Office Support				
	Financial Analyst	10	506	5,060
	Technical Writer/ Communication Specialist	0	393	0
Administrative Personnel				31,886
Total Labor				1,517,229
OTHER DIRECT COSTS				482,771
TASK ORDER TOTAL				2,000,000”

1.10 -- Ceiling Price: DELETE in its entirety and INSERT the following:

“The contractor shall not be paid any sum in excess of the below ceiling price
Workdays Ordered: \$1,517,229.00
Other Direct Costs: \$ 482,771.00
Ceiling Price: \$2,000,000.00.”

End text for specific changes.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 6
2. AMENDMENT/MODIFICATION NO. 01	3. EFFECTIVE DATE See block 16c	4. REQUISITION/PURCHASE REQ. NO. 263-0224-3-98034	5. PROJECT NO. (If applicable) 263-0224
6. ISSUED BY Office of Procurement USAID/Egypt Unit 64902 APO AE 09839	CODE	7. ADMINISTERED BY (If other than Item 6) EI/PT USAID/Egypt Zahraa El Maadi, Maadi Cairo, Egypt	CODE
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP code) Deloitte Touche Tohmatsu 555 12th Street, N.W., Suite 500 Washington, DC 20004-1207, USA TIN: 521788060 CEC: 877698939		9A. AMENDMENT OF SOLICITATION NO.	
DUPLICATE ORIGINAL		9B. DATED (SEE ITEM 11)	
		10A. MODIFICATION OF CONTRACT/ORDER NO. OUT-PCE-I-801-99-00008-00	
		10B. DATED (SEE ITEM 13) August 15, 1999	
CODE	FACILITY CODE		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offers is extended, is not extended. Offerors must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

Appropriation No.: 72X1037, BPC: HESU-98-23263-KG13 Increase Funding by \$193,354

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

<input type="checkbox"/>	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input checked="" type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAA of 1961 as amended; E.O. 11223, FAR and AIDAR
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return 5 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this Modification No. 1 is to extend the Task Order completion date from August 14, 2000 to September 30, 2000 and to increase the Ceiling Price and the Amount Obligated each by \$193,354 from \$1,786,716 to \$1,980,070.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) <i>John Sutton</i>		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Gary V. Kinney Contracting Officer	
15B. CONTRACTOR OFFICER (Signature of person authorized to sign)	15C. DATE SIGNED 7/10/00	16B. UNITED STATES OF AMERICA BY <i>Gary V. Kinney</i> (Signature of Contracting Officer)	16C. DATE SIGNED 7/10/00

16c

Task Order No. OUT-PCE-1-801-99-00008-00
Deloitte Touche Tohmatsu
Modification No. 1
Page 2 of 6

This Task Order is hereby modified as follow:

I. Cover page:

- 1) Block 8 – Estimated Completion Date, DELETE "August 14, 2000" and INSERT "September 30, 2000".
- 2) Block 9 – Accounting and Appropriation Data:
 - A. DELETE "Amount Obligated: \$1,786,716" and INSERT "Amount Obligated: \$1,980,070".
 - B. DELETE "Ceiling Price: \$1,786,716" and INSERT "Ceiling Price: \$1,980,070".

II. 1.4 – Statement of Work, in addition to the existing Statement of Work, INSERT the following:

"Supplementary Scope of Work:

Background:

The Financial Management (FM) Task Order is primarily designed to develop, and implement fully across the seven regional Electricity Companies (ECs) and EEA, three tools that would strengthen financial management and planning in the following areas: (a) Financial Planning, (b) Debt Management, and (c) Cash Management. The current status of the three models is summarized as follows:

Financial Planning Model (FPM)

- 100% complete in the English version, final translation into Arabic in progress
- Already rolled out to the ECs and being populated with baseline data
- Training of end-users and financial managers scheduled for early June

Loan Tracking System (LTS)

- Final development of the bilingual version in progress
- Already rolled out to Cairo EC and being populated
- Training of end-users scheduled for late June with immediate roll-out to other ECs and EEA

Cash Management System (CMS)

- Excel forecasting template complete, links to Access database to supply data under development
- Development of the bilingual version scheduled in conjunction with the LTS
- Training of end-users scheduled for early July with immediate roll-out to other ECs thereafter

Task Order No. OUT-PCE-1-801-99-00008-00
Deloitte Touche Tohmatsu
Modification No. 1
Page 3 of 6

(1.4 - SOW continued)

Additional TA required from the Egyptian Consultants

1. Ensuring Real Ownership and Active Use of the Tools in the ECs

One of the three tools (the FPM) is rolled out fully, but active use for forecasting and "what-if" and scenario analysis has not yet begun. End users will have the skills necessary to use the model after the June training, but will lack the practical experience of it in their every day work environment. Reinforcing ownership and active use of the model by providing "hands-on" advice and support to the end-user group will be critical to the full realization of the model's value. The situation with the other two tools is similar, but there is much less experience of them as rollout has not yet occurred. Failure to provide effective post-rollout support from the Egyptian consultants to their end-user counterparts after training will lead to weak implementation and maybe even long-term failure. Although this reinforcement and support will be needed for an extended period (at least one-year), the period immediately following training and rollout is especially critical.

2. Securing USAID's Return on Investment in the Egyptian Consultants Considerable investment has already been made in the seven Egyptian consultants working in the ECs.

As individuals they have grown significantly in their understanding and appreciation of financial management. They have also succeeded to varying degrees, largely depending on the culture of the individual ECs, in establishing title imperative to strengthening of financial management in their assigned companies. By mid July, they will have been fully trained, along with their counterpart end users, in all three financial management tools. They have their potential to grow into fully-fledged financial advisors to the EC's as they struggle to adjust to eventual privatization and operation in a capital market environment. Failure to seek continuity of services of these consultants will force them to seek alternative employment, and result in the loss of a valuable resource, the need to identify and retrain new resources (which are themselves scarce in Egypt), and the need to build acceptance within the ECs all over again.

Additional TA required from US Consultants:

For the Loan Tracking System it has been determined that the LTS database is really needed to be populated prior to the centralized training. This effort has required a 'hand-on' effort to teach CEC personnel and has taken longer than anticipated pushing the centralized training off by about one-month from the original plan. Additional time is needed for US consultants and to support their efforts to roll out the LTS to the ECs and EEA.

Task Order No. OUT-PCE-I-801-99-00008-00
Deloitte Touche Tohmatsu
Modification No. 1
Page 4 of 6

(1.4 - SOW continued)

Also, it has been recently decided that the Cash Management System needed to be supported by a Microsoft Access database to capture deposit and disbursement information to improve the cash flow analysis needed for solid cash flow forecasting. Additional LOE is also required to develop the screens, tables and reports for this database and supervise its programming and translation. Correspondingly additional management and coordination support is needed from the COP and the company's Home Office during the extension period.

Deliverables for the Extension Period:

1. Provide immediate and ongoing "hands-on" reinforcement by the Egyptian consultants within all the ECs to support ownership and actual use of the FPM, LTS and CMS by end user counterparts.
2. Complete programming of the Access portions of the LTS and CMS.
3. Manage and test the bilingual conversation of the LTS/CMS.
4. Modify the LTS as necessary to accommodate the different debt management needs of EEA.
5. Provide basic management oversight and technical support for the Egyptian consultants in their ECs by regular visits."

III. 1.6 - Reports, INSERT the following as paragraph four (4):

"An addendum to the original Work Plan will be prepared and presented to USAID within 10 days of approval of this proposed change in work. The format will be consistent with the original Work Plan, which was approved by USAID.
The quarterly reports will be prepared consistent with the method stated in the original Task Order."

Task Order No. LAG-800-99-00007-00
 Abt Associates, Inc.
 Modification No. 1
 Page 5 of 6

IV. 1.8 - Workdays Ordered, section (a), DELETE in its entirety and INSERT the following:

* LABOR	Name	Labor Category	Original Budget			Proposed Modification			Modified Total		
			Work Days	Rate	Cost (US\$)	Work Days	Rate	Cost	Work Days	Rate	Cost
	T. Nein	Financial Mngmt Specialist	220	1,236	271,920	30	1236	37,080	250	1,236	309,000
	D. Hayward	Financial Mngmt Specialist	120	1,236	148,320	15	1236	18,540	135	1,236	166,860
	R. Lagrange	Financial Mngmt Specialist	150	1,236	185,400	65	1236	80,340	215	1,236	265,740
	STA	Financial Mngmt Specialist	150	731	109,650	(66)	731	(49,708)	82	731	59,942
Subtotal USN Personnel			640		716,290			86,262			801,442
CCN Personnel											
	A. Nabih	Financial Advisor	238	329	78,302	52	329	17,108	290	329	95,410
	H. Bahas	Financial Advisor	238	286	68,068	52	286	14,872	290	286	82,940
	K. Ibrahim	Financial Advisor	238	286	68,068	52	286	14,872	290	286	82,940
	A. Lotfi	Financial Advisor	238	286	68,068	52	286	14,872	290	286	82,940
	H. Kasseba	Financial Advisor	238	338	80,444	52	338	17,576	290	338	98,020
	H. Ahmed	Financial Advisor	238	286	68,068	52	286	14,872	290	286	82,940
	H. Abu Hamer	Financial Advisor	238	336	79,968	45	336	15,120	283	336	95,088
	S. El Salmi	CM Process Redesign Specialist				100	338	33,800	100	338	33,800
	N. Abdel Mohsen	CM Process Redesign Assistant				30	178	5,340	30	178	5,340
Home Office Support											
		Financial Analyst	50	506	25,300	(40)	506	(20,240)	10	506	6,060
		Technical Writer/Communication Specialist	70	393	27,510	(70)	393	(27,510)	0	393	0
Administrative Personnel			238	107	25,466	60	107	6,420	298	107	31,886
Total Labor			2,664		1,304,662			183,364			1,487,986
OTHER DIRECT COSTS					482,164			0			482,164
TASK ORDER TOTAL					1,786,716			183,364			1,980,070

Task Order No. LAG-800-99-00007-00
Abt Associates, Inc.
Modification No. 1
Page 6 of 6

V. 1.9 - Ceiling Price, DELETE in its entirety and INSERT the following:

“ The contractor shall not be paid any sum in excess of the below ceiling price:

Workdays Ordered: \$1,497,906.00

Other Direct Costs: \$ 482,164.00

Ceiling Price: \$1,980,070.00.”

Deloitte Touche Tohmatsu
Emerging Markets
555 12th St NW, Suite 500
Washington DC 20015 USA

Tel: (202) 879-5656
Fax: (202) 879-5607
www.deloitte.com/emergingmarkets

**Deloitte
Touche
Tohmatsu**

USAID SEGIR Financial Services IQC

Contract No: PCE-1-00-99-00008-00

Thailand: AERA/IFCT

March 20, 2000 – May 16, 2000

UNITED STATES OF AMERICA
AGENCY FOR INTERNATIONAL DEVELOPMENT

1. Country of Performance: Thailand
Adv. & Asst. Services Yes [] No [X]
2. Contract No. PCE-I-00-99-00008-00, Task Order No. 804
(Incorporating FAR and AIDAR Clauses)

NEGOTIATED PURSUANT TO THE FOREIGN ASSISTANCE ACT OF 1961,
AS AMENDED, AND EXECUTIVE ORDER 11223

3. CONTRACTOR (Name and Address):
Deloitte Touche & Tomatsu
555 12th Street, N.W.
Suite 500
Washington, DC 20004-1207

4a. ISSUING OFFICE:
USAID/Cambodia
Office of Procurement
Box P
APO 96546

TIN: 52-1788-060
CEC:

4b. ADMINISTRATION OFFICE:
USAID/Cambodia
Box P
APO AP 96546

5. TECHNICAL OFFICE:

ANE/SEA/AID/W
Washington, D.C. 20523

6. PAYING OFFICE. SUBMIT INVOICE TO:
Controller
USAID/MANILA
FPO AP 96515

7. EFFECTIVE DATE:
March 20, 2000

8. ESTIMATED COMPLETION DATE:
May 16, 2000

9. ACCOUNTING AND APPROPRIATION DATA:

Request ID: 498-0001-3-00010
Activity Title: AERA (IFCT)
Organization ID:
Resource Category: (See page 2)
Account Number:

Amount Obligated: US\$105,937
Ceiling Price: US\$105,937

10. The United States of America, represented by the Contracting Officer signing this Order, and the Contractor agree that: (a) this Order is issued pursuant to the Contract specified in Block 2 above and (b) the entire Contract between the parties hereto consists of this Order and the Contract specified in Block 2 above.

11a. NAME OF CONTRACTOR:
Deloitte Touche & Tomatsu
Richard Andrews
BY: Deloitte Touche & Tomatsu
NAME: Richard Andrews
TITLE: Managing Director
DATE: March 14, 2000

11b. UNITED STATES OF AMERICA
Agency for International Development
Carey N. Gordon
BY: USAID/Cambodia
NAME: Carey N. Gordon
TITLE: Contracting Officer
DATE: March 17, 2000

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1.1 BACKGROUND

See the attached statement of work

1.2 TITLE

Activity Title: Accelerating Economic Recovery

Program: Thai Banking Program

1.3 OBJECTIVE

See the attached statement of work.

1.4 STATEMENT OF WORK

See the attached statement of work.

1.5 ACCOUNTING AND APPROPRIATION DATA

MAARD No.: 498-0001-3-00010

Appropriation: 729/01021

Budget Plan Code: HDV9-00-23493-KG12

RCN/ECN: P000432

Amount Obligated: US\$105,937

Total Amount Obligated: US\$105,937

1.6 REPORTS

See details in the attached statement of work.

1.7 TECHNICAL DIRECTIONS

Technical Directions during the performance of this task order shall be provided by the Technical Officer as stated in Block 5 of the cover page pursuant to Section F of the contract.

1.8 TERM OF PERFORMANCE

a. Work shall commence on the date noted in Block 7 of the cover page. The estimated completion date is reflected in Block 8 of the cover page.

b. Subject to the ceiling price of this task order and the prior written approval of the Technical Officer (see Block No. 5 on the Cover Page), the contractor may extend the estimated

completion date, provided that the extension does not cause the elapsed time for completion of the work, including the furnishing of all deliverables, to extend beyond 30 calendar days from the original estimated completion date. Prior to the original estimated completion date, the contractor shall provide a copy of the Technical Officer's written approval for any extension of the term of this task order to the Contracting Officer; in addition, the contractor shall attach a copy of the Technical Officer's approval to the final voucher submitted for payment.

- c. It is the contractor's responsibility to ensure that the Technical Officer-approved adjustments to the original estimated completion date do not result in costs incurred that exceed the ceiling price of this task order. Under no circumstances shall such adjustments authorize the contractor to be paid any sum in excess of the task order.
- d. Adjustments that will cause the elapsed time for completion of the work to exceed the original estimated completion date by more than 30 calendar days must be approved in advance by the Contracting Officer.

1.9 WORKDAYS ORDERED

a. Functional Labor Category & Specialist	Workdays Ordered	Burdened Daily Rate	Fixed Total
F. Zamon, Commercial Bank Specialist	25	\$1,236	\$30,900
W. Bodine, Investment Banker	20	\$1,236	\$24,720
V. Kozlowski, Commercial Bank Specialist	12	\$1,236	\$14,832
A. Ng, Elec. Info. Management Specialist	10	\$932	\$9,322
TBD, Elec. Info. Management Specialist	10	\$115	\$1,148
TOTAL LABOR			\$80,922

- b. The individuals identified above are designated as key personnel pursuant to Section F.13 of the contract.
- c. Subject to the ceiling price established in this delivery order and the prior written approval of the Technical Officer,

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the contractor may adjust the number of workdays actually employed in the performance of the work by each position specified in this order. The contractor shall attach a copy of the Technical Officer's approval to the final voucher submitted for payment.

- d. It is the contractor's responsibility to ensure that the Technical Officer-approved adjustments to the workdays ordered for each functional labor specialist do not result in costs incurred which exceed the ceiling price of this delivery order. Under no circumstances shall such adjustments authorize the contractor to be paid any sum in excess of the ceiling price.
- e. Personnel to be determined (TBD) are subject to submission of biodatas and prior approval of the Contracting Officer before final recruitment.

1.10 CEILING PRICE

For Workdays Ordered	\$80,922
For Other Direct Costs	\$23,162
G&A	\$1,853
Ceiling Price	<u>US\$105,937</u>

The contractor will not be paid any sum in excess of the ceiling price.

1.11 DUTY POST

The Duty Post for this task order is Thailand.

1.12 ACCESS TO CLASSIFIED INFORMATION

The contractor will not have access to classified information.

1.13 LOGISTIC SUPPORT

The contractor shall be responsible for all logistic support needed to successfully complete the contract. The Industrial Finance Corporation of Thailand (IFCT) will provide the following support for the work order under this task order:

- PERSONNEL: An IFCT team of at least two staff members to work full-time with the advisory team

- PRODUCTION/SUPPLIES: IFCT will provide supplies to reproduce all training materials needed for the project
- FACILITIES: An operation room for the working team, equipped with computers, fax machine, photocopying machine and telephone;
- Training/Seminar room;
- Coffee breaks for the working team throughout the project period; and
- Meal and Hotel rooms for the Contractor.

1.14 WORKWEEK

The contractor is authorized up to a five-day workweek in the field with no premium pay.

1.15 AUTHORIZED GEOGRAPHIC CODE

The authorized geographic code for procurement of goods and services under this order is 935.

1.16 ADDITIONAL PROVISIONS

Development of Workplan: At the commencement of work, following task order award, the contractor shall contact the bank at which training or other consulting work will be held and develop a detailed workplan in consultation with the bank, covering all aspects of the planned implementation of the work. A copy of the agreed-upon workplan shall be supplied to USAID as soon as the plan is developed. The workplan shall be updated as needed and appropriate during the implementation of the work.

Final Report: After the conclusion of the work at each bank, the contractor shall prepare a final report summarizing the work carried out under the task order, including results achieved and problems encountered. This report shall be submitted in final form to USAID (ANE/SEA) in hard copy writing and electronic format (in Microsoft Word) by the completion date of the task order unless another date is specified. This final report shall indicate the extent to which the work performed can be replicated at other banks or other organizations in Thailand, and what would be required to so replicate the work.

Non-Disclosure Agreement: By signing this task order, the Contractor hereby acknowledges that the reports, advice and all other information, whether oral or written, provided or generated under this Contract or any subcontract of the Contractor for use by the Industrial Finance Corporation of Thailand (IFCT), or to which the Contractor or any of its subcontractors obtains access in connection with the Contract, is confidential information. The undersigned agrees not to publish, divulge, disclose or make known in any manner to any outside party any such confidential information except as expressly contemplated herein for the performance of this Contract or unless the undersigned first obtains the prior written consent of the USAID contracting officer.

The Industrial Finance Corporation of Thailand

Proposed Program (s)	Description	Target Group	No. & Length of Classes	Language
Risk Management Program on Risk-Based Capital Allocation for Asset Management Enhancement	A consulting-based program to establish a risk management system and the training on risk aspects.	25 executives and 15 staff members from the IT and Policy and Planning Dept.	4 weeks for consulting and training services.	English

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STATEMENT OF WORK

The Industrial Finance Corporation of Thailand

Program : Risk Management Program On Risk-based Capital Allocation for
Asset Management Enhancement

A. BACKGROUND

Since the Thai Baht was floated on July 1997, the economic crisis has damaged many finance companies, banks and other private corporations whose businesses were financed by foreign-currency loans. The remedy for problemed financial institutions is that they have to undergo a large capital increase to recover the loan loss provision. The recovery of the Thai economy will take longer than expected if the problem facing finance companies and banks could not be solved. To protect against any failures in the banking industry in the future, an effective risk management system must be developed. That is, banks have to be able to measure from the financial and foreign exchange markets and be able to allocate their capital to their business activities not only according to the return but also to the risk. In other words, managing banking business in the future has become one of risk management of the core business and the use of risk-based capital.

The Industrial Finance Corporation of Thailand (IFCT) plans to strengthen the risk management system and the use of risk measurement arising from both market and credit risks to provide top executives, credit managers, investment managers and relationship managers warning signals on their portfolios and revising its lending rules and its asset management. The bank needs to add new aspects of risk management to improve project appraisal analysis. The top executives also need to improve their management skills in asset management in order to enhance the return on business activities based on risk and their capital usage. The IFCT therefore needs to establish a risk management system and undertake training on risk aspects for managers in an effort to protect against any future loss in the new financial environment.

Program Objectives:

To assist IFCT in improving its market risk and credit risk measurement and analysis.

To provide IFCT s executives efficient method of asset management with the efficient use of its capital.

To provide IFCT the information on future capital requirements based on risk and return on business activities.

To provide the IFCT front-line managers strong analytical tools in the assessment of their investment portfolio characteristics or project appraisal analysis.

B. PROJECT DESCRIPTION

Consultation between contractors and banks to agree with the workplan. The program will develop the process of how to measure the risk of business assets resulting from the adverse effects of defaults from the financial and exchange markets and credit risk and other types of risk facing a bank.

It also will provide knowledge to top executives and managers on the ability to use risk measurement, how to diversify lending activities and investment with the efficient use of capital. The project will be as follows.

1. Require presentation of concepts of risk-based capital and its usage to 10 top Executive Presidents, 25 Vice Presidents and 15 staff members who are in charge of departments in the information technology and the policy and planning departments and are responsible in the implementation of the risk management system.
2. Train about 15 IFCT staff members in the information technology and the policy and planning departments, on techniques of how to measure value-at-risk (VAR), credit risk of defaults and the capital-at-risk (CAR) for each group of products, customers, and corporate data requirements.
3. Recommend the hardware and software systems for implementing the risk-based capital allocation system.

C. LANGUAGE ISSUES

Training may be conducted in English.

D. Tangible Results

IFCT expects the results from the program to be the following:

1. At least 50 top executives and managers attend and complete the risk management course.
2. All 15 working staff members in the policy and planning department shall form as a strong risk management unit and be able to act as trainers on the use of risk management aspects of on investment analysis and project appraisal analysis.
3. Completion and delivery to IFCT a set of lesson plans for use in the further training of 50 front-line managers.
4. Completion of an analytical check-list on the risk-based capital allocation system for the IFCT.

5. Completion of a work plan for establishing the risk-based capital allocation system at IFCT.
6. Completion of a plan for training other banks and financing companies in Thailand on the use of CAR on their asset management enhancement.

E. SUSTAINABILITY ACTIVITIES

The IFCT will extend the risk management training to all other relationship managers. The IFCT will also update the risk management topics regularly and discuss new issues to the IFCT managers. Furthermore, the IFCT will educate other financial institutions on how to use risk management as a management tool to improve its asset management based on risk-based capital allocation concept.

G. COST SHARE OFFER

ITEM
Personnel An IFCT team of at least two staff members to work full-time with the advisory team
Production/Supplies IFCT will provide supplies to reproduce all training materials needed for the project
Facilities An operation room for the working team, equipped with computers, fax machine, photocopying machine and telephone. Training/seminar room. Coffee breaks for the working team throughout the project period. Meal and Hotel rooms for the contractor.

UNITED STATES OF AMERICA
AGENCY FOR INTERNATIONAL DEVELOPMENT

- 1. Country of Performance: Thailand
Adv. & Asst. Services Yes [] No [X]
- 2. Contract No. PCE-I-00-99-00008-00, Task Order No. 804
(Incorporating FAR and AIDAR Clauses)

NEGOTIATED PURSUANT TO THE FOREIGN ASSISTANCE ACT OF 1961,
AS AMENDED, AND EXECUTIVE ORDER 11223

- 3. CONTRACTOR (Name and Address):
Deloitte Touche & Tomatsu
555 12th Street, N.W.
Suite 500
Washington, DC 20004-1207
- 4a. ISSUING OFFICE:
USAID/Cambodia
Office of Procurement
Box P
APO 96546

TIN: 52-1788-060
CEC:

OFM FUNDS AVAILABLE AMOUNT: <u>US\$ 937</u> RECEIVED (DATE)
<i>2</i>
MAR 5 2000

- 4b. ADMINISTRATION OFFICE:
USAID/Cambodia
Box P
APO AP 96546

- 5. TECHNICAL OFFICER:
NAME: Richard Andrews
TITLE: Contracting Officer
ADDRESS: Washington, D.C. 20513
- 6. PAYING OFFICE. SUBMIT INVOICE TO:
Controller
USAID/MANILA
FPO AP 96515

- 7. EFFECTIVE DATE:
DATE: March 20, 2000
- 8. ESTIMATED COMPLETION
May 16, 2000

- 9. ACCOUNTING AND APPROPRIATION DATA:
Request ID: 498-0001-3-00010
Activity Title: AERA (IFCT)
Organization ID:
Resource Category: (See page 2) ✓
Account Number:
Amount Obligated: US\$105,937
Ceiling Price: US\$105,937.

10. The United States of America, represented by the Contracting Officer signing this Order, and the Contractor agree that: (a) this Order is issued pursuant to the Contract specified in Block 2 above and (b) the entire Contract between the parties hereto consists of this Order and the Contract specified in Block 2 above.

- 11a. NAME OF CONTRACTOR:
Deloitte Touche & Tomatsu
Richard Andrews
Mar 14/00
Richard Andrews
- 11b. UNITED STATES OF AMERICA
Agency for International Development
Cary M. Smith
Contracting Officer
17 March 2000

Mar. 09 2000 04:59PM PA

PHONE NO. : 632+5224411

FROM : USAID/MANILA

Deloitte Touche Tohmatsu
Emerging Markets
555 12th St NW, Suite 500
Washington DC 20015 USA

Tel: (202) 879-5656
Fax: (202) 879-5607
www.deloitte.com/emergingmarkets

**Deloitte
Touche
Tohmatsu**

USAID SEGIR Financial Services IQC

Contract No: PCE-1-00-99-00008-00

Thailand: AERA/Thai Farmers Bank

March 20, 2000 – August 30, 2000

4552



UNITED STATES AGENCY FOR
INTERNATIONAL DEVELOPMENT
PHNOM PENH, CAMBODIA
No. 18, Street 228

Tel: (855-23) 217634 or 218075
Fax: (855-23) 217638 or 218074

August 7, 2000

Teresa Mastrangelo
Deloitte Touche Tohmatsu Emerging Markets Ltd.
Suite 500
555-12th Street, NW
Washington, DC 20024

Subject: Indefinite Quantity Contract No. PEC-I-00-99-00008-00
Task Order #805 (Accclerating Economic Recovery in Asia) - Thai Farmer's Bank

Ref.: JDougherty/Gordon e-mail dated 8/1/00

Dear Ms. Mastrangelo:

Further to the reference and in accordance with the terms of the subject Contract and concurrence of the technical office, the Contracting Officer hereby approves the request to extend the period of service under the task order from June 23, 2000 to August 30, 2000, to provide DTT with sufficient time for collection and revision of training materials before submission to USAID. This approval is granted on the condition that work performed thereunder is in conformance with the terms and conditions of the Task Order and does not change any of the funding limitations contained in the Task Order and will not cause the total obligated and total estimated amount of the Task Order to be exceeded.

A formal modification of the Task Order changing the completion to August 30, 2000, will be prepared and sent to you for signature as soon as possible.

If you have any further questions, please contact Ms. Aissatou Kane, Contracts Specialist or the undersigned.

Sincerely,

Carey N. Gordon
Contracting Officer
USAID/Cambodia



UNITED STATES AGENCY FOR
INTERNATIONAL DEVELOPMENT
PHNOM PENH, CAMBODIA
No. 18, Street 228

4558

Tel: (855-23) 217634 or 218074/75
Fax: (855-23) 217638

March 31, 2000

Richard Andrews
Deloitte Touche & Tohmatsu
555 12th Street, N.W.
Suite 500
Washington, D.C. 20004-1207

Subject: Bank Training Program in Thailand – Thai Farmers Bank

Reference: Contract No. PCE-I-805-99-00008-00, Task Order No. 805

Dear Mr. Andrews:

We are forwarding multiple copies of the above referenced task order for your signature. Please sign and date the cover page of each copy; retain one copy for your files, and return all other copies to this office, at the address below. Please note that we have used the same date (March 14, 2000) as used on the previous FAX copy of this document that you have signed.

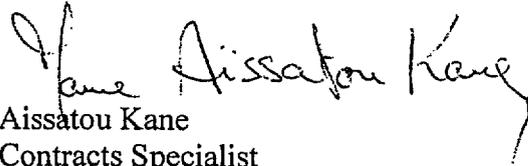
U.S. Mail

Carey N. Gordon
Grant/Agrément Officer
USAID/Cambodia
Box P
APO AP 96546

International Mail

Carey N. Gordon
Grant/Agreement Officer
USAID/Cambodia
No. 18 Street 228
Phnom Penh, Cambodia

Sincerely,


Aissatou Kane
Contracts Specialist

125

USAID / C&R

ATTN: CAREY GORDON

MAR 13 3 01 AM '00

UNITED STATES OF AMERICA
AGENCY FOR INTERNATIONAL DEVELOPMENT

Country of Performance: Thailand
Adv. & Asst. Services Yes No
2. Contract No. E-I-805-99-00008-00, Task Order No. 805
(Incorporating FAR and AIDAR Clauses)

RECEIVED

NEGOTIATED PURSUANT TO THE FOREIGN ASSISTANCE ACT OF 1961,
AS AMENDED, AND EXECUTIVE ORDER 11223

3. CONTRACTOR (Name and Address):
Deloitte Touche & Tomatsu
555 12th Street, N.W.
Suite 500
Washington, DC 20004-1207

4a. ISSUING OFFICE:
USAID/Cambodia
Office of Procurement
Box F
APO 96546

TIN: 52-1788-060
CEC:

OPEN PLANS AVAILABLE
AMOUNT: \$ 217,480
DATE: MAR 13 2000

4b. ADMINISTRATION OFFICE:
USAID/Cambodia
Box F
APO AP 96546

5. TECHNICAL OFFICE:
TO:
ANE/SEA/AID/W
Washington, D.C. 20523

6. PAYING OFFICE. SUBMIT INVOICE
TO:
Controller
USAID/MANILA
FPO AP 96515

7. EFFECTIVE DATE:
DATE:

March 20, 2000

8. ESTIMATED COMPLETION

June 23, 2000

9. ACCOUNTING AND APPROPRIATION DATA:

Request ID: 498-0001-3-00010 Amount Obligated:
US\$217,480
Activity Title: AERA (TFB) Ceiling Price: US\$217,480
Organization ID:
Resource Category: (See page 2)
Account Number:

10. THE United States of America, represented by the Contracting Officer signing this Order, and the Contractor agree that: (a) this Order is issued pursuant to the Contract specified in Block 2 above and (b) the entire Contract between the parties hereto consists of this Order and the Contract specified in Block 2 above.

11a. NAME OF CONTRACTOR:
Deloitte Touche & Tomatsu
Development

Richard Andrews
Mar 14/00
Richard Andrews

11b. UNITED STATES OF AMERICA
Agency for International

Carey M Gordon
Contracting Officer
17 March 2000

UNITED STATES OF AMERICA
AGENCY FOR INTERNATIONAL DEVELOPMENT

1. Country of Performance: Thailand
Adv. & Asst. Services Yes No
2. Contract No. PCE-I-805-99-00008-00, Task Order No. 805
(Incorporating FAR and AIDAR Clauses)

NEGOTIATED PURSUANT TO THE FOREIGN ASSISTANCE ACT OF 1961,
AS AMENDED, AND EXECUTIVE ORDER 11223

3. CONTRACTOR (Name and Address):
Deloitte Touche & Tomatsu
555 12th Street, N.W.
Suite 500
Washington, DC 20004-1207

4a. ISSUING OFFICE:
USAID/Cambodia
Office of Procurement
Box P
APO 96546

TIN: 52-1788-060
CEC:

4b. ADMINISTRATION OFFICE:
USAID/Cambodia
Box P
APO AP 96546

5. TECHNICAL OFFICE:
ANE/SEA/AID/W
Washington, D.C. 20523

6. PAYING OFFICE. SUBMIT INVOICE TO:
Controller
USAID/MANILA
FPO AP 96515

7. EFFECTIVE DATE:
March 20, 2000

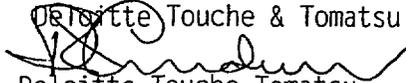
8. ESTIMATED COMPLETION DATE:
June 23, 2000

9. ACCOUNTING AND APPROPRIATION DATA:
Request ID: 498-0001-3-00010
Activity Title: AERA (TFB)
Organization ID:
Resource Category: (See page 2)
Account Number:

Amount Obligated: US\$217,480
Ceiling Price: US\$217,480

10. The United States of America, represented by the Contracting Officer signing this Order, and the Contractor agree that: (a) this Order is issued pursuant to the Contract specified in Block 2 above and (b) the entire Contract between the parties hereto consists of this Order and the Contract specified in Block 2 above.

11a. NAME OF CONTRACTOR:
Deloitte Touche & Tomatsu

BY: 
NAME: Richard Andrews
TITLE: Managing Director
DATE: March 14, 2000

11b. UNITED STATES OF AMERICA
Agency for International Development

BY: 
NAME: Carey N. Gordon
TITLE: Contracting Officer
DATE: March 17, 2000

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1.1 BACKGROUND

See the attached statement of work

1.2 TITLE

Activity Title: Accelerating Economic Recovery

Program: Thai Banking Program

1.3 OBJECTIVE

See the attached statement of work.

1.4 STATEMENT OF WORK

See the attached statement of work.

1.5 ACCOUNTING AND APPROPRIATION DATA

MAARD No.: 498-0001-3-00010

Appropriation: 729/01021

Budget Plan Code: HDV9-00-23493-KG12 (DV99/00)

RCN/ECN: P000432

Amount Obligated: US\$217,480

Total Amount Obligated: US\$217,480

1.6 REPORTS

See details in the attached statement of work.

1.7 TECHNICAL DIRECTIONS

Technical Directions during the performance of this task order shall be provided by the Technical Officer as stated in Block 5 of the cover page pursuant to Section F of the contract.

1.8 TERM OF PERFORMANCE

- a. Work shall commence on the date noted in Block 7 of the cover page. The estimated completion date is reflected in Block 8 of the cover page.
- b. Subject to the ceiling price of this task order and the prior written approval of the Technical Officer (see Block No. 5 on

the Cover Page), the contractor may extend the estimated completion date, provided that the extension does not cause the elapsed time for completion of the work, including the furnishing of all deliverables, to extend beyond 30 calendar days from the original estimated completion date. Prior to the original estimated completion date, the contractor shall provide a copy of the Technical Officer's written approval for any extension of the term of this task order to the Contracting Officer; in addition, the contractor shall attach a copy of the Technical Officer's approval to the final voucher submitted for payment.

- c. It is the contractor's responsibility to ensure that the Technical Officer-approved adjustments to the original estimated completion date do not result in costs incurred that exceed the ceiling price of this task order. Under no circumstances shall such adjustments authorize the contractor to be paid any sum in excess of the task order.
- d. Adjustments that will cause the elapsed time for completion of the work to exceed the original estimated completion date by more than 30 calendar days must be approved in advance by the Contracting Officer.

1.9 WORKDAYS ORDERED

a. Functional Labor Category & Specialist	Workdays Ordered	Burdened Daily Rate	Fixed Total
C. Taylor, Commercial Bank Specialist (Aries)	50	\$1,236	\$61,800
P. Hanney, Commercial Bank Specialist (D&T)	40	\$1,236	\$49,440
J. Pettit, Training Specialist (Aries)	20	\$843	\$16,860
P. Sherman, Commercial Bank Specialist (D&T)	15	\$1,236	\$18,540
J. Dougherty Bank Specialist (D&T)	20	\$1,236	\$24,720
TOTAL LABOR			\$171,360

- b. The individuals identified above are designated as key personnel pursuant to Section F.13 of the contract.

- c. Subject to the ceiling price established in this delivery order and the prior written approval of the Technical Officer, the contractor may adjust the number of workdays actually employed in the performance of the work by each position specified in this order. The contractor shall attach a copy of the Technical Officer's approval to the final voucher submitted for payment.
- d. It is the contractor's responsibility to ensure that the Technical Officer-approved adjustments to the workdays ordered for each functional labor specialist do not result in costs incurred which exceed the ceiling price of this delivery order. Under no circumstances shall such adjustments authorize the contractor to be paid any sum in excess of the ceiling price.

1.10 CEILING PRICE

For Workdays Ordered	\$171,360
For Other Direct Costs	\$42,704
G&A	\$3,416
Ceiling Price	<u>US\$217,480</u>

The contractor will not be paid any sum in excess of the ceiling price.

1.11 DUTY POST

The Duty Post for this task order is Thailand.

1.12 ACCESS TO CLASSIFIED INFORMATION

The contractor will not have access to classified information.

1.13 LOGISTIC SUPPORT

The contractor shall be responsible for all logistic support needed to successfully complete the contract. The Thai Farmers Bank (TFB) will provide the following support for the work ordered under this task order:

PERSONNEL: Project Coordinator (4 persons/46 days)

PRODUCTION: Training material for 250 persons
Evaluation materials for 250 persons

FACILITIES: Meal
Coffee break
Office space for training management

ACCOMMODATION: Hotel for trainers
Accommodation for trainers
Accommodation for trainees
Local transportation

1.14 WORKWEEK

The contractor is authorized up to a five-day workweek in the field with no premium pay.

1.15 AUTHORIZED GEOGRAPHIC CODE

The authorized geographic code for procurement of goods and services under this order is 935.

1.16 ADDITIONAL PROVISIONS

Development of Workplan: At the commencement of work, following task order award, the contractor shall contact the bank at which training or other consulting work will be held and develop a detailed workplan in consultation with the bank, covering all aspects of the planned implementation of the work. A copy of the agreed-upon workplan shall be supplied to USAID as soon as the plan is developed. The workplan shall be updated as needed and appropriate during the implementation of the work.

Final Report: After the conclusion of the work at each bank, the contractor shall prepare a final report summarizing the work carried out under the task order, including results achieved and problems encountered. This report shall be submitted in final form to USAID (ANE/SEA) in hard copy writing and electronic format (in Microsoft Word) by the completion date of the task order unless another date is specified. This final report shall indicate the extent to which the work performed can be replicated at other banks or other organizations in Thailand, and what would be required to so replicate the work.

Non-Disclosure Agreement: By signing this task order, the Contractor hereby acknowledges that the reports, advice and all other information, whether oral or written, provided or generated under this Contract or any subcontract of the Contractor for use by the Thai Farmers Bank (TFB), or to which the Contractor or any of its subcontractors obtains access in connection with the Contract, is confidential information. The undersigned agrees not to publish, divulge, disclose or make known in any manner to any outside party any such confidential information except as expressly contemplated herein for the performance of this Contract or unless the undersigned first obtains the prior written consent of the USAID contracting officer.

Thai Farmers Bank

Proposed Program(s)	Description	Target group	No & Length of classes	Language
Credit Management CreditManagement1 Credit Management 2	To match TFB 's new credit organization structure and the existing rules and policies that govern the Bank 's credit practice.	<ul style="list-style-type: none"> - 200 Credit Analysts (40 persons per class / 5 classes) - 50 credit trainers (17 persons per class / 3 classes) 	<ul style="list-style-type: none"> - 5-day per session for credit analyst - 7-day per session for credit trainer 	English for 200 credit analyst Thai for 50 credit trainers

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Statement of Work

THAI FARMERS BANK

PROGRAM : CREDIT MANAGEMENT

A. BACKGROUND

Due to the economic crisis in Thailand since 1997, all financial institutions have been strongly hit including Thai Farmers Bank. Non- Performing Loans (NPLs) have piled up in some banks to a level that some private- banks have to be nationalized or taken over by international financial institutions. Thai Farmers Bank is among few Thai-owned banks left in the industry. Besides the macro economic problem, the fundamental problem arose from the quality of credit. In the past, most Thai banks considered collateral as an integral part of the lending decision. In fact, the source of loan repayment should have been from the cashflow of the borrowers' operation.

In order to prevent these circumstances from happening again in the future, the bank needs to revise its credit management process as well as train our credit officers at the branches and the head office in new credit practice.

B. PROJECT DESCRIPTION

The consultation between the contractor and the bank to agree with the work plan shall be processed.

This Statement of Work requests support for a world standard credit practice training program. The service providers will develop a custom-made training program for TFB's credit staff in related departments: Credit Policy Department, Corporate Client Relationship Department, and Domestic Branch Network. The service providers shall provide a course that will fit the bank's environment and also lead the bank to the global standard. The training may be divided into 2 modules:

Module 1: *Credit Management 1*

1. Financial Statement Analysis
 - 1.1 Cash Flow Analysis
 - 1.2 Sources and Uses of Fund
 - 1.3 Sales and Marketing
2. Financial forecasting e.g. Cashflow etc.
3. Credit Facility Structuring

Module 2: *Credit Management 2*

1. Financial Analysis for project finance, loan syndication
2. Risk analysis
3. Customer Risk Rating
4. Operational Risk
5. Risk-based Pricing
6. Risk Mitigation
7. Credit Risk Derivatives
8. Portfolio Management
9. Recovery and Workout

For the two modules of the credit management programs, the applicable target groups are

- 1.1 200 Credit Analysts from the Corporate Client Relationship department and Credit Policy department for 5 days for each module which may be conducted in English. Each class size will be approximate 40 attendees.
- 1.2 50 key Credit Trainers for 7 days for each "train the trainers" module which should be in Thai. These trainers will train 1,500 Credit Officers from all domestic branches. Each class will be for 17 attendees.

The criteria for being trainers are:

1. Having experience in credit function at least 5 years.
2. passing the particular pre-test
3. having potential skills for trainer e.g. communicating effectively, facilitating class, coaching and motivating participants

The trainers will be tested at the end of the training.

C. Language Issue

The course, which is designed for the "trainers", may be conducted in English.

D. Tangible Results

1. All trainees shall successfully complete the course.
2. All trainees shall actively participate in group work on assigned topics.
3. All trainees shall train or transfer the knowledge to their subordinate effectively.
4. The selected trainees shall present the results of their group's work.
5. The selected trainees shall participate in designing and making presentation on various topics.
6. All trainees from "Train - the - trainers" course shall train or transfer the knowledge to their subordinates effectively.

E. SUSTAINABILITY OF ACTIVITIES

The continuous activities will be sustained in the bank through rolling out of the program to all prospective trainees and implementing the new credit management process. It will create a significant impact to the credit operations and culture in TFB as a whole.

F. TIMELINE

The program will start within one month after approval. The program shall begin in March 2000 and be completed on June 23, 2000.

[continued on next page]

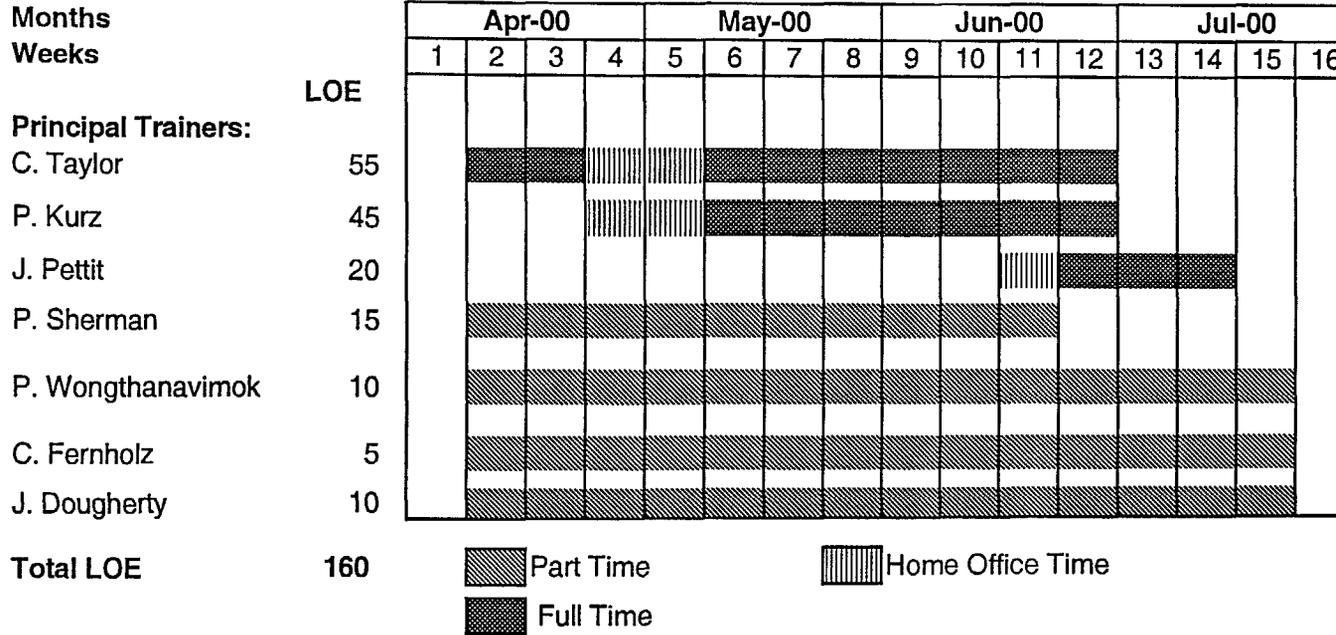
G. COST SHARE OFFER

TFB will provide the following:

ITEM
Personnel Project coordinator (4 persons / 46 Days)
Production Training materials for 250 persons Evaluation materials for 250 persons
Facilities Meal Coffee break Office space for training management
Accommodation Hotel for trainers Accommodation for trainer Accommodation for trainees Local transportation

Thailand Training Program - Thai Farmers Bank
 Deloitte Touche Tohmatsu
 SEGIR Financial Services Contract - PCE-I-00-99-0008-00

Staffing Plan and Schedule of Work Beginning March 20, 2000



Specialists	Labor Category
C. Taylor	Commercial Bnk. Specialist
P. Kurz	Commercial Bnk. Specialist
J. Pettit	Training Specialist
P. Sherman	Commercial Bnk. Specialist
P. Wongthnavimok	Financial Analyst
C. Fernholz	Financial Analyst
J. Dougherty	Commercial Bnk. Specialist

Thailand Training Program - Thai Farmers Bank
 Deloitte Touche Tohmatsu
 SEGIR Financial Services Contract - PCE-I-00-99-0008-00

Final Cost Proposal

		Level	Unit	No.	Salary	Multiplier	Rate	Deloitte Total	Aries Gr. Total	Grand Total	
LABOR [1]											
Name		Labor Category									(US\$)
C. Taylor	Commercial Bnk. Specialist	Level I	Day	55			1,236		67,980	67,980	
P. Kurz	Commercial Bnk. Specialist	Level I		45			1,236	55,620		55,620	
J. Pettit	Training Specialist	Level I		20			843		16,860	16,860	
P. Sherman	Commercial Bnk. Specialist	Level I		15			1,236	18,540		18,540	
P. Wongthanavimok	Financial Analyst	Level III		10	203	1.98	402	4,019		4,019	
C. Fernholz [2]	Financial Analyst	Level III		5			506	2,530		2,530	
J. Dougherty [3]	Commercial Bnk. Specialist	Level I		10			1,236	12,360		12,360	
Total Labor				160				93,069	84,840	177,909	
OTHER DIRECT COSTS											
Travel											
Airfare - D&T Personnel			Trip	2			3,400	6,800		6,800	
Airfare - Aries Personnel				3			3,400		10,200	10,200	
Airfare - Sherman (Sin/Bkk/Sin)				2			400	800		800	
Airport Transfers - D&T Personnel				4			200	800		800	
Airport Transfers - Aries Personnel				3			200		600	600	
Total International Transport								8,400	10,800	19,200	
Per Diem											
Expatriates [4]											
M&IE - D&T Personnel			Day	77			74	5,698		5,698	
M&IE - Aries Personnel				84			74		6,216	6,216	
Total Per Diem								5,698	6,216	11,914	
Equipment											
Overhead and LCD projector			Actual	4			300	1,200		1,200	
Total Equipment/Software								1,200	-	1,200	

Other ODC's

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Thailand Training Program - Thai Farmers Bank
 Deloitte Touche Tohmatsu
 SEGIR Financial Services Contract - PCE-I-00-99-0008-00

Final Cost Proposal

	Level	Unit	No.	Salary	Multiplier	Rate	Deloitte Total	Aries Gr. Total	Grand Total
Communications Translation		Actual	1			500	500		500
		Actual	1			5,000	5,000		<u>5,000</u>
Total Other ODCs							5,500	-	<u>5,500</u>
Subtotal ODCs							20,798	17,016	<u>37,814</u>
Aries Group's G&A Rate Applied						0%		-	
Subtotal ODCs and Contractors Rate									37,814
D&T's G&A Rate Applied						8%			3,025
Total Estimated Cost									<u>\$ 218,749</u>

Cost Notes

- [1] Assumes 1 hour of preparation time in Home Office for each hour of delivery
- [2] Cinthia Fernholz is serving as the Project Coordinator for all 6 Deloitte Thai Bank Training Projects.
- [3] By the submission of this proposal, Mr. Joseph Dougherty will meet the Level I qualifications of at least 10 years relevant exp.and 5 years working in a developing country context.
- [4] Accomodation to be provided by the Thai Farmers Bank per Section H. of Statement of Work

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AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 3
2. AMENDMENT/MODIFICATION NO. 01 (One)	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 498-0001-3-00010-00	5. PROJECT NO. (if applicable)
6. ISSUED BY USAID/Cambodia #18, Street 228 Phnom Penh, Cambodia	CODE	7. ADMINISTERED BY (If other than Item 6)	CODE
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP code) Richard Andrews Deloitte Touche & Tohmatsu (TFB) 555 12th Street, NW Suite 500 Washington, D.C. 20004-1207		9A. AMENDMENT OF SOLICITATION NO. X	9B. DATED (SEE ITEM 11)
CODE		FACILITY CODE	10A. MODIFICATION OF CONTRACT/ORDER NO. PCE-I-99-00008-00, 805
			10B. DATED (SEE ITEM 13) 3/17/2000

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offers is extended, is not extended. Offerors must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

MAARD: 498-0001-3-00010 APP: 729/01021 RCN/ECN:P000432 BPC: HDV9-00-23493-KG12 (DV99/00)
OBL. AMOUNT: US\$1,268.00

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

- A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
- B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
- C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
- D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

X Extension to Aug. 30 pending

The task order identified in block 10A above is modified to (1) increase both the ceiling price and obligated amount by \$1,268 from \$217,480 to \$218,748; (2) substitute Peter Hanney, Commercial Bank Specialist with Peter Kurz, Commercial Bank Specialist; (3) add two additional Financial Analysts, Wongthanavimok C. Fernholz; (4) increase the total workdays ordered under the task order from "145" to "160" workdays; (5) add the Prohibition of drug trafficking provision.

< See Continuation Sheet(s) >

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Richard Andrews Managing Director		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Carey N. Gordon	
15B. CONTRACTOR/OFFEROR <i>[Signature]</i> (Signature of person authorized to sign)	15C. DATE SIGNED May 24, 2000	16B. UNITED STATES OF AMERICA <i>[Signature]</i> (Signature of Contracting Officer)	16C. DATE SIGNED 5-26-00

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE NO. 2
2. AMENDMENT/MODIFICATION NO. 01 (One)	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 498-0001-3-00010-00	5. PROJECT NO. (If applicable)

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) - CONTINUATION

The contract identified in block 10A is modified as follows:

A. Revise both the total ceiling price and the total obligated amount of "\$217,480", wherever it appears in the task order to read "\$218,748" in lieu thereof.

B. Revise the total workdays ordered of "145 days" wherever it appears in the task order to read "160 days" in lieu thereof.

C. Revise Section 1.5, Accounting and Appropriation Data to change the obligated amount and the total obligated amount to read "\$218,748" in lieu thereof.

D. Revise Section 1.9, Workdays Ordered, and replace with the following:

Functional Labor Category & Specialist	Workdays Ordered	Burdened Dailly Rate	Fixed Total
C. Taylor, Commercial Bank Specialist	55	\$1,236	\$67,980
P. Kurz, Commercial Bank Specialist	45	\$1,236	\$55,620
J. Pettit, Training Specialist	20	\$843	\$16,860
P. Sherman, Commercial Bank Specialist	15	\$1,236	\$18,540
P. Wongthnavimok, Financial Analyst	10	\$401.94	\$4,019
C. Fernholz, Financial Analyst	5	\$506	\$2,530
J. Dougherty, Commercial Bank Specialist	10	\$1,236	\$12,360
TOTAL LABOR			\$177,909

E. Revise section 1.5, Accounting and Appropriation Data to add the following:

MAARD No. 498-0001-3-00010
 Appropriation: 729/01021
 Budget Plan Code: HDV9-00-23493-KG12 (DV99/00)
 RCN/ECN: P000432
 Amount Obligated: US\$1,268.00

F. Revise Section 1.10, Ceiling Price with the following:

For Workdays Ordered	\$177,909
For Other Direct Costs	\$37,814
G&A	\$3,025

Ceiling Price	\$218,748

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE NO. 3
2. AMENDMENT/MODIFICATION NO. 01 (One)	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 498-0001-3-00010-00	5. PROJECT NO. (If applicable)

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) - CONTINUATION

G. Add Section 1.17, in the task order as follows:

"1.17 Special Provision

Prohibition of Drug Trafficking: USAID reserves the right to terminate this contract/task order, to demand a refund or take other appropriate measures if the Contractor is found to have been convicted of a narcotics offense or to have been engaged in drug trafficking as defined in 22 CFR Part 140"

All other terms and conditions under the task order remain unchanged and in full force and effect.

End Modification No. 01

Deloitte Touche Tohmatsu
Emerging Markets
555 12th St NW, Suite 500
Washington DC 20015 USA

Tel: (202) 879-5656
Fax: (202) 879-5607
www.deloitte.com/emergingmarkets

**Deloitte
Touche
Tohmatsu**

USAID SEGIR Financial Services IQC

Contract No: PCE-1-00-99-00008-00

Thailand: AERA/Bank of Ayudyha

March 20, 2000 – September 15, 2000

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 1
2. AMENDMENT/MODIFICATION NO. 02 (Two)	3. EFFECTIVE DATE See block 16C	4. REQUISITION/PURCHASE REQ. NO. 498-0001-3-00010-00	5. PROJECT NO. (If applicable)
6. ISSUED BY USAID/Cambodia #18, Street 228 Phnom Penh, Cambodia	CODE	7. ADMINISTERED BY (If other than Item 6)	CODE
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP code) Richard Andrews Deloitte Touche & Tohmatsu (BAY) 555 12th Street, NW Suite 500 Washington, D.C. 20004-1207		9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
		X 10A. MODIFICATION OF CONTRACT/ORDER NO. PCE-1-00-99-00008-00, 803	10B. DATED (SEE ITEM 13) 03/17/2000
CODE	FACILITY CODE		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offers is extended, is not extended. Offerors must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)
Ref: JDougherty/CGordon email dated 8/1/00

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

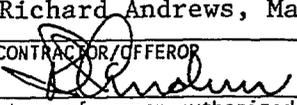
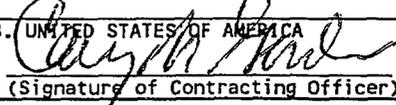
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: F.A.A. of 1961 as amended and E.O. 11223
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return 3 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The task order identified in block 10A above is modified to extend the completion date from June 23, 2000 to September 15, 2000, with no additional cost to the task order.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Richard Andrews, Managing Director	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Carey N. Gordon
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 8/16/2000
16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED 8-24-00

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 3
2. AMENDMENT/MODIFICATION NO. 01 (One)	3. EFFECTIVE DATE See block 16C	4. REQUISITION/PURCHASE REQ. NO. 498-0001-3-00010-00	5. PROJECT NO. (If applicable)
6. ISSUED BY USAID/Cambodia #18, Street 228 Phnom Penh, Cambodia	CODE	7. ADMINISTERED BY (If other than Item 6)	CODE
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP code) Richard Andrews Deloitte Touche & Tohmatsu (BAY) 555 12th Street, NW Suite 500 Washington, D.C. 20004-1207		9A. AMENDMENT OF SOLICITATION NO.	
		9B. DATED (SEE ITEM 11)	
		10A. MODIFICATION OF CONTRACT/ORDER NO. PCE-1-00-99-00008-00, 803	
		10B. DATED (SEE ITEM 13) 03/17/2000	
CODE	FACILITY CODE		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offers is extended, is not extended. Offerors must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

MAARD:498-0001-3-00010 APP: 729/01021 RCN/ECH P000432 BPC:NDV9-00-23493-KG12 (DV99/00)
De-Obligated Amount: (US\$17,398)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: F.A.A. of 1961 as amended and E.O. 11223
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return 3 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The task order identified in block 10A above is modified to (1) decrease both the ceiling price and obligated amount by \$17,398 from \$124,157 to \$106,759; (2) substitute Michael McNerty, Commercial Bank Specialist with Leif Andersen, Commercial Bank Specialist; (3) add Cinthia Fernholz, Financial Analyst; and (4) increase the total workdays ordered under the task order from "108" to "113" workdays; and (3) add the prohibition of drug trafficking provisions.
< See Continuation Sheet(s) >

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Richard Andrews Managing Director		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Carey N. Gordon	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED May 24, 2000	16B. UNITED STATES OF AMERICA BY <i>Carey N. Gordon</i> (Signature of Contracting Officer)	16C. DATE SIGNED 5-26-00

BAY

AMENDMENT OF SOLICITATION/NOTIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 3	
2. AMENDMENT/NOTIFICATION NO. 01 (One)	3. EFFECTIVE DATE See block 18C	4. REQUISITION/PURCHASE REQ. NO. 498-0001-3-00010-00	5. PROJECT NO. (if applicable)	
6. ISSUED BY USAFB/Cambodia 878, Street 228 Phnom Penh, Cambodia	CODE	7. REGISTERED BY (if other than item 6)	CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., name, country, sector and ZIP code) Richard Andrews Deloitte Touche & Johnston (BAY) 855 12th Street, NW Suite 300 Washington, D.C. 20004-1207		9A. AMENDMENT OF SOLICITATION NO.		9B. DATES (SEE ITEM 13)
10A. MODIFICATION OF CONTRACT/ORDER NO. PCE-1-00-99-00000-00, BMS		10B. DATED (SEE ITEM 13) 05/17/2000		

OFFER FUNDS AVAILABLE
AMOUNT: (17,298)
SPECIFIC FUNDS

MAY 25 2000

REGISTERED BY
NAME: [Signature]
DATE: [Signature]

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above referenced solicitation is provided as set forth in Item 14. The hour and date specified for receipt of offers is amended, is not amended. Offerors must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or be deemed by one of the following methods: (a) by completing items 2 and 6, and returning copies of the amendment; (b) by acknowledgment receipt of this amendment by each copy of the amendment; or (c) by separate letter or telegram which includes a reference to the solicitation and amendment. FAILURE OF YOUR AGENCY/ORDER TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided such telegram or letter is sent returned to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)
 BAY: 498-0001-3-00010 AND: 788/STREZ SOURCE FORBORN SPEC: 0001-00-25498-857E (1499/00)
 Co-allocated Account: (14917, 588)

13. THIS ITEM APPLIES ONLY TO NOTIFICATIONS OF CONTRACT/ORDER, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 10.

A. THIS ORDER UNDER IS BEING RESUBMITTED TO CLARIFY AUTHORITY? YES CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IS ITEM 10A.

B. THE ABOVE MENTIONED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as change in paying office, appropriation code, etc.) SET FORTH IN ITEM 10.

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
 F.A.A. of 1981 as amended and E.O. 11885

D. STATE CLARIFY TYPE OF MODIFICATION AND AUTHORIZE

E. IMPORTANT CONTRACTOR IS NOT, IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 3 COPIES TO THE ISSUING OFFICE.

H. DESCRIPTION OF AMENDMENT/NOTIFICATION (GIVEN BY US/ISSUING OFFICE), INCLUDING ALL CREATION/CONTACT SUBJECT MATTER WHERE POSSIBLE.

The work order identified in block 10A above is modified to (1) decrease both the billing price and obligated amount by \$27,398 from \$124,157 to \$96,759; (2) substitute Michael Moriarty, Commercial Bank Specialist with Leif Anderson, Commercial Bank Specialist; (3) add Cinthia Pechholz, Financial Analyst; and (4) increase the total workdays ordered under the task order from "108" to "112" workdays; and (5) add the prohibition of drug trafficking provisions.
 < See continuation sheet (a) >

Except as provided herein, all terms and conditions of the contract referenced in item 9A or 10A, as heretofore changed, shall be incorporated and in full force and effect.

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
Carey K. Gordon

16B. DATE ORDERED
May 24/00

16C. DATE SIGNED
5-26-00

16D. SIGNATURE OF CONTRACTING OFFICER
[Signature]

16E. DATE SIGNED
30-108

16F. DATE SIGNED
30-108

16G. DATE SIGNED
30-108

16H. DATE SIGNED
30-108

16I. DATE SIGNED
30-108

16J. DATE SIGNED
30-108

16K. DATE SIGNED
30-108

16L. DATE SIGNED
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16M. DATE SIGNED
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16N. DATE SIGNED
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16O. DATE SIGNED
30-108

16P. DATE SIGNED
30-108

16Q. DATE SIGNED
30-108

16R. DATE SIGNED
30-108

16S. DATE SIGNED
30-108

16T. DATE SIGNED
30-108

16U. DATE SIGNED
30-108

16V. DATE SIGNED
30-108

16W. DATE SIGNED
30-108

16X. DATE SIGNED
30-108

16Y. DATE SIGNED
30-108

16Z. DATE SIGNED
30-108

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UNITED STATES OF AMERICA
AGENCY FOR INTERNATIONAL DEVELOPMENT

1. Country of Performance:

Adv. & Asst. Services Yes [] No [X]

2. Contract No. PCE-I-00-99-00008-00, Task Order No. 803
(Incorporating FAR and AIDAR Clauses)

NEGOTIATED PURSUANT TO THE FOREIGN ASSISTANCE ACT OF 1961,
AS AMENDED, AND EXECUTIVE ORDER 11223

3. CONTRACTOR (Name and Address):
Deloitte Touche & Tomatsu
555 12th Street, N.W.
Suite 500
Washington, DC 20004-1207

4a. ISSUING OFFICE:
USAID/Cambodia
Office of Procurement
Box P
APO 96546

TIN: 52-1788-060
CEC:

4b. ADMINISTRATION OFFICE:
USAID/Cambodia
Box P
APO AP 96546

5. TECHNICAL OFFICE:

ANE/SEA/AID/W
Washington, D.C. 20523

6. PAYING OFFICE. SUBMIT INVOICE TO:
Controller
USAID/MANILA
FPO AP 96515

7. EFFECTIVE DATE:

March 20, 2000

8. ESTIMATED COMPLETION DATE:

June 23, 2000

9. ACCOUNTING AND APPROPRIATION DATA:

Request ID: 498-0001-3-00010
Activity Title: AERA (BAY)
Organization ID:

Amount Obligated: US\$124,157
Ceiling Price: US\$124,157

Resource Category: (See page 2)
Account Number:

10. The United States of America, represented by the Contracting Officer signing this Order, and the Contractor agree that: (a) this Order is issued pursuant to the Contract specified in Block 2 above and (b) the entire Contract between the parties hereto consists of this Order and the Contract specified in Block 2 above.

11a. NAME OF CONTRACTOR:
Deloitte Touche & Tomatsu

Richard Andrews
BY: Deloitte Touche Tomatsu
NAME: Richard Andrews
TITLE: Managing Director
DATE: March 14, 2000

11b. UNITED STATES OF AMERICA
Agency for International Development

Carey N. Gordon
BY: USAID/Cambodia
NAME: Carey N. Gordon
TITLE: Contracting Officer
DATE: March 17, 2000

AID 1420-61 (Rev'd)



UNITED STATES AGENCY FOR
INTERNATIONAL DEVELOPMENT
PHNOM PENH, CAMBODIA
No. 18, Street 228

4557

Tel: (855-23) 217634 or 218074/75
Fax: (855-23) 217638

March 31, 2000

Richard Andrews
Deloitte Touche & Tohmatsu
555 12th Street, N.W.
Suite 500
Washington, D.C. 20004-1207

Subject: Bank Training Program in Thailand – Bank of Ayudhya

Reference: Contract No. PCE-I-00-99-00008-00, Task Order No. 803

Dear Mr. Andrews:

We are forwarding multiple copies of the above referenced task order for your signature. Please sign and date the cover page of each copy; retain one copy for your files, and return all other copies to this office, at the address below. Please note that we have used the same date (March 14, 2000) as used on the previous FAX copy of this document that you have signed.

U.S. Mail

Carey N. Gordon
Grant/Agreement Officer
USAID/Cambodia
Box P
APO AP 96546

International Mail

Carey N. Gordon
Grant/Agreement Officer
USAID/Cambodia
No. 18 Street 228
Phnom Penh, Cambodia

Sincerely,

Aissatou Kane
Contracts Specialist

UNITED STATES OF AMERICA
AGENCY FOR INTERNATIONAL DEVELOPMENT

1. Country of Performance: Adv. & Asst. Services Yes [] No [X]
2. Contract No. PCE-1-00-99-00008-00, Task Order No. 803
(Incorporating FAK and AIDAR Clauses)

NEGOTIATED PURSUANT TO THE FOREIGN ASSISTANCE ACT OF 1961,
AS AMENDED, AND EXECUTIVE ORDER 11223

3. CONTRACTOR (Name and Address):
Deloitte Touche & Tomatsu
555 12th Street, N.W.
Suite 500
Washington, DC 20004-1207

4a. ISSUING OFFICE:
USAID/Cambodia
Office of Procurement
Box P
APO 96546

TIN: 52-1788-060
CEC:

4b. ADMINISTRATION OFFICE:
USAID/Cambodia
Box P
APO AP 96546

5. TECHNICAL OFFICE:
ANE/SEA/AID/W
Washington, D.C. 20523

6. PAYING OFFICE, SIAMI
Controller
USAID/MANILA
FPO AP 96516

INVOICE AVAILABLE
MAR 09 2000
MAR 07 2000

7. EFFECTIVE DATE:
March 20, 2000

8. ESTIMATED COMPLETION DATE:
June 23, 2000

9. ACCOUNTING AND APPROPRIATION DATA:
Request ID: 498-0001-3-00010 Amount Obligated: US\$124,157
Activity Title: AERA (BAY) Ceiling Price: US\$124,157
Organization ID:
Resource Category: (See page 2)
Account Number:

10. The United States of America, represented by the Contracting Officer signing this Order, and the Contractor agree that: (a) this Order is issued pursuant to the Contract specified in Block 2 above and (b) the entire Contract between the parties hereto consists of this Order and the Contract specified in Block 2 above.

11a. NAME OF CONTRACTOR:
BY: Deloitte Touche & Tomatsu
NAME: Richard Andrews
TITLE: Managing Director
DATE: Mar 14/00

11b. UNITED STATES OF AMERICA
Agency for International Development
BY: USAID/Cambodia
NAME: Corey M. Gordon
TITLE: Contracting Officer ()
DATE: 17 March 2000

AID 1420-61 (Rev 1)

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1.1 BACKGROUND

See the attached statement of work

1.2 TITLE

Activity Title: Accelerating Economic Recovery

Program: Thai Banking Program

1.3 OBJECTIVE

See the attached statement of work.

1.4 STATEMENT OF WORK

See the attached statement of work.

1.5 ACCOUNTING AND APPROPRIATION DATA

MAARD No.: 498-0001-3-00010

Appropriation: 729/01021

Budget Plan Code: HDV9-00-23493-KG12 (DV99/00)

RCN: P000432

Amount Obligated: US\$124,157

Total Amount Obligated: US\$124,157

1.6 REPORTS

See details in the attached ~~statement of work.~~ -----

1.7 TECHNICAL DIRECTIONS

Technical Directions during the performance of this task order shall be provided by the Technical Officer as stated in Block 5 of the cover page pursuant to Section F of the contract.

1.8 TERM OF PERFORMANCE

a. Work shall commence on the date noted in Block 7 of the cover page. The estimated completion date is reflected in Block 8 of the cover page.

b. Subject to the ceiling price of this task order and the prior written approval of the Technical Officer (see Block No. 5 on the Cover Page), the contractor may extend the estimated

completion date, provided that the extension does not cause the elapsed time for completion of the work, including the furnishing of all deliverables, to extend beyond 30 calendar days from the original estimated completion date. Prior to the original estimated completion date, the contractor shall provide a copy of the Technical Officer's written approval for any extension of the term of this task order to the Contracting Officer; in addition, the contractor shall attach a copy of the Technical Officer's approval to the final voucher submitted for payment.

- c. It is the contractor's responsibility to ensure that the Technical Officer-approved adjustments to the original estimated completion date do not result in costs incurred that exceed the ceiling price of this task order. Under no circumstances shall such adjustments authorize the contractor to be paid any sum in excess of the task order.
- d. Adjustments that will cause the elapsed time for completion of the work to exceed the original estimated completion date by more than 30 calendar days must be approved in advance by the Contracting Officer.

1.9 WORKDAYS ORDERED

a. Functional Labor Category & Specialist	Workdays Ordered	Burdened Daily Rate	Fixed Total
P. Sherman, Commercial Bank Specialist	15	\$1,236	\$18,540
M. McNertney, Commercial Bank Specialist	45	\$1,236	\$55,620
To be determined, Training Specialist	30	\$401.94	\$12,058
J. Dougherty, Commercial Bank Specialist	18	\$731	\$13,158
 TOTAL LABOR			 \$99,376

- b. The individuals identified above are designated as key personnel pursuant to Section F.13 of the contract.
- c. Subject to the ceiling price established in this delivery order and the prior written approval of the Technical Officer, the contractor may adjust the number of workdays actually employed in the performance of the work by each position specified in this order. The contractor shall attach a copy of the Technical Officer's approval to the final voucher submitted for payment.

- d. It is the contractor's responsibility to ensure that the Technical Officer-approved adjustments to the workdays ordered for each functional labor specialist do not result in costs incurred which exceed the ceiling price of this delivery order. Under no circumstances shall such adjustments authorize the contractor to be paid any sum in excess of the ceiling price.
- e. Personnel to be determined (TBD) are subject to submission of biodatas and prior approval of the Contracting Officer before final recruitment.

1.10 CEILING PRICE

For Workdays Ordered	\$99,376
For Other Direct Costs	\$22,922
G&A	\$1,859
Ceiling Price	<u>US\$124,157</u>

The contractor will not be paid any sum in excess of the ceiling price.

1.11 DUTY POST

The Duty Post for this task order is Thailand.

1.12 ACCESS TO CLASSIFIED INFORMATION

The contractor will not have access to classified information.

1.13 LOGISTIC SUPPORT

The contractor shall be responsible for all logistic support needed to successfully complete the contract. The Bank of Ayudhya will provide the following support for the work order under this task order:

PHASE I: Project Coordinator (2 person/2days)

- Training material for 16 persons
- Meals and coffee breaks
- Hotel for trainers
- Accommodation for trainees; and
- Local transportation.

PHASE II: Project Coordinator (2 person/25 days)

- Training material for 100 persons
- Evaluation materials for 100 persons

Meals and coffee breaks
Hotel for trainers; and
Local transportation

PHASE III: Project Coordinator (3 person/20 days)
Training material for 200 persons
Evaluation materials for 200 persons
Meals and coffee breaks

1.14 WORKWEEK

The contractor is authorized up to a five-day workweek in the field with no premium pay.

1.15 AUTHORIZED GEOGRAPHIC CODE

The authorized geographic code for procurement of goods and services under this order is 935.

1.16 ADDITIONAL PROVISIONS

Development of Workplan: At the commencement of work, following task order award, the contractor shall contact the bank at which training or other consulting work will be held and develop a detailed workplan in consultation with the bank, covering all aspects of the planned implementation of the work. A copy of the agreed-upon workplan shall be supplied to USAID as soon as the plan is developed. The workplan shall be updated as needed and appropriate during the implementation of the work.

Final Report: After the conclusion of the work at each bank, the contractor shall prepare a final report summarizing the work carried out under the task order, including results achieved and problems encountered. This report shall be submitted in final form to USAID (ANE/SEA) in hard copy writing and electronic format (in Microsoft Word) by the completion date of the task order unless another date is specified. This final report shall indicate the extent to which the work performed can be replicated at other banks or other organizations in Thailand, and what would be required to so replicate the work.

Non-Disclosure Agreement: By signing this task order, the Contractor hereby acknowledges that the reports, advice and all other information, whether oral or written, provided or generated under this Contract or any subcontract of the Contractor for use by the Bank of Ayudhya, or to which the Contractor or any of its subcontractors obtains access in connection with the Contract, is confidential information. The undersigned agrees not to publish, divulge, disclose or make known in any manner to any outside party any such confidential information except as expressly contemplated herein for the performance of this Contract or unless the undersigned first obtains the prior written consent of the USAID contracting officer.

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Bank of Ayudhya

Proposed Program	Description	Target Group	No. & Length of classes	Language
Risk Management	<p>2 phases training for 3 levels, top, middle, and operating staff members of the bank to enable them to address areas the bank needs for risk management at each level of the bank personnel</p> <p>provide the framewok in the areas so that the bank can use this risk management framework as a guideline for development</p>	<p>16 Executives from EVP up</p> <p>100 persons from Manager up</p> <p>20 persons per class</p> <p>200 operating staff members</p> <p>50 persons per class</p>	<p>2 or more full days, outside office, and during weekend</p> <p>3-5 working days /5classes</p> <p>5 working days /4 classes</p>	<p>Thai or English</p> <p>Preferably Thai</p> <p>Must be Thai</p>

Bank of Ayudhya (BAY)

Program : Risk Management

A. BACKGROUND

Bank of Ayudhya Public Company Limited, the fifth largest bank in Thailand plans to apply for the funding provided by USAID under the Accelerating Economic Recovery in Asia (AERA) Program to conduct training on the subject of risk management. The bank recognizes that risk management is quite a new concept, which has been implemented, in recent years in financial systems in western countries. Even though before the present financial crisis, the bank implemented risk management in some areas, it was not a comprehensive, bank wide, Risk Management program, which reflects the connection between well-managed risk and improved bank performance. We believe that where management mobilize the linkage between risk management, achievement of corporate goals and reduced volatility of outcomes, the organization's economic performance can be enhanced significantly.

Bank of Ayudhya aims to be one of the best local banks with good corporate governance. In order to achieve this, it is necessary for every level of the bank's people to understand the principles of risk management and put in place a robust risk management framework that matches with or is aligned to the infrastructure and direction of the bank. The bank believes that the use of these funds will create the highest likelihood that the bank will achieve the goal.

B. PROJECT DESCRIPTION

The consultation between the contractor and the bank to agree with the work plan shall be processed.

The project proposal is divided into 2 phases.

1. Training phase

The purpose is to create an understanding among the top, middle, and operating levels of bank employees in risk management and to be able to address areas the bank needs to concentrate for future developments.

2. Framework phase

The purpose is to set up a framework for risk management in areas that management identify for future development. The Bank intends to use this framework in implementation stage.

PHASE 1: TRAINING PHASE

The bank will divide participants into 3 groups.

1. Top Management Level (Executive Vice President level up, which consists of 16 executives. The Bank expects this group to be bank's policy and direction driver of change management.

Scope of Training:

- Procedures to manage a banks exposure to various types of risks face by commercial banks.
- Various methods to manage risks through a combination of internal policies, contractual arrangements with insurance companies for *Banker=s Blanket Bond* coverage, *Directors & Officers Insurance*, and *SelfInsurance*, *Prioritization of Risks* to reduce the costs from accidental loss.
- Concepts of controlling risks: for example, financial risk, including credit risk, and interest rate risk, through hedging devices, financial futures, and interest rate caps.
- The objectives and procedures of controlling corporate funding cost, budget interest rate expense, and limit exposure to interest rate fluctuations
- Setting limits for foreign exchange, Investments, Customer loans, and off book services

Methods of Training:

- Lecture
- Workshops and interviews
- Brainstorming

C. LANGUAGE ISSUES

Language of instruction can be English.

D. TANGIBLE RESULTS

16. All trainees shall successfully complete the course.
17. All trainees shall actively participate in group work on assigned topics.
18. All trainees shall develop proper policies and directions of change management.

E. SUSTAINIBILITY ACTIVITIES

The policies and directions of change management program will be strategically developed by the management.

F. TIMELINE

Expect to take 2 or more full days, preferably outside office during a weekend.

G. COST SHARE OFFER

BAY will provide the following:

Item
Personnel Project coordinator (2 persons / 2 days)
Preparation/Production Training materials for 16 persons
Facilities Meal Coffee break
Accommodation Hotel for trainers Accommodation for trainees Local transportation

2. **Middle Management Level** (Manager level up) In consultation with the contractor, the bank will select approximate 100 participants tailored to generate maximum benefit to the bank. This group will be responsible for implementing policy and strategy for each area of the bank

Scope of Training:

- Concepts of risk management and internal policies.
- Procedures to manage risks in managing funds in interest sensitive assets, primarily loans, including:
 - credit risk-the possibility that the borrower will be unable to make regular payments of principal and interest, and may default;
 - capital risk-risk that a deterioration in asset quality from loan losses will impair a bank=s capital;
 - delivery risk-the possibility that the buyer or seller of an instrument or foreign exchange may be unable to meet obligations at maturity;
 - exchange risk-the possibility of a loss on an uncovered position resulting from an appreciation or depreciation of a foreign currency;
 - interest rate risk-risk that an interest earning asset (a bank loan) will decline in value as market interest rates change;
 - liquidity risk-risk that a bank will have insufficient cash or short-term marketable assets to meet needs of depositors and borrowers;
 - operations risk-the possibility that a data processing failure from fire, other natural disaster, or from other causes (for example, a computer hacker gaining access to bank records) will impede or prevent a bank from maintaining normal service.

Methods of Training:

- Training should be divided into groups for each topic. Each group consists of management whose job relates to the topic being discussed.
- Training can be held at the bank training center.
- Lecture and workshop are preferred.

C. LANGUAGE ISSUES

Language of instruction is preferably in Thai.

D. TANGIBLE RESULTS

1. All trainees shall successfully complete the course.
19. All trainees shall actively participate in group work on assigned topics.
20. All trainees shall train or transfer the knowledge to their subordinates effectively.

E. SUSTAINABILITY ACTIVITIES

The activities will be sustained in the bank through strategic implementation by the middle management. Managers shall train their staff so that all can perform properly.

F. TIMELINE

Weekdays depending on schedule set. Length of training depends on course outline and number of groups, but would likely be 3 to 5 days duration.

G. COST SHARE OFFER

Item
Personnel Project coordinator (2 persons / 25 days)
Preparation/Production Training materials for 100 persons Evaluation materials for 100 persons
Facilities Meal Coffee break
Accommodation Accommodation for trainers Local transportation

3. **Operational Level** : Target for staff involved in day to day work (approximately 200 people)

Scope of Training:

- Broad concepts of risk management and internal policies.
- Procedures and guidelines to follow the bank's policies.
- Knowledge of related-data involving various types of risks for management decisions.
- Day to day risk control of various operations.
- Trainees to be tested at the end of training.

Method of Training:

- Divided into groups where jobs related to each topic.
- Lecture and workshop are preferred.

C. LANGUAGE ISSUES

Language of instruction must be in Thai.

D. TANGIBLE RESULTS

21. All trainees shall successfully complete the course.
22. All trainees shall actively participate in group work on assigned topics.
23. All trainees shall train or transfer the knowledge to their subordinates effectively.

E. SUSTAINABILITY ACTIVITIES

The continuous activities will be sustained through implementation of the operating officers.

F. TIMELINE

Working days within the bank.

G. COST SHARE OFFER

Item
Personnel Project coordinator (3 persons/20 days)
Preparation/ Production Training materials for 200 persons Evaluation materials for 200 persons
Facilities Meal Coffee break

Note: The training will be in Thai.

Phrase 2: Framework

After providing training to the 3 groups, the contractor will have a clearer picture of the bank infrastructure and working process of the bank. The management team will identify areas needed to be developed in risk management and implemented in the future. The contractor will provide the framework for risk management so that the bank can use this framework as a guideline for development.

Measurement of the Program:

- The bank will be responsible for implementing risk management.
 - At the end of the training program, if the contents given by the trainers are clear and the bank can implement the risk management project, the training will be regarded as successful.
-

Deloitte Touche Tohmatsu
Emerging Markets
555 12th St NW, Suite 500
Washington DC 20015 USA

Tel: (202) 879-5656
Fax: (202) 879-5607
www.deloitte.com/emergingmarkets

**Deloitte
Touche
Tohmatsu**

USAID SEGIR Financial Services IQC

Contract No: PCE-1-00-99-00008-00

Thailand: AERA/Government Savings Bank of Thailand

May 11, 2000 – August 4, 2000

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 3
2. AMENDMENT/MODIFICATION NO. 01 (One)	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 498-0001-3-00010-00	5. PROJECT NO. (If applicable)
6. ISSUED BY USAID/Cambodia #18, Street 228 Phnom Penh, Cambodia	CODE	7. ADMINISTERED BY (If other than Item 6)	CODE
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP code) Richard Andrews Deloitte Touche & Tohmatsu (GSB) 555 12th Street, NW Suite 500 Washington, D.C. 20004-1207		9A. AMENDMENT OF SOLICITATION NO.	
		9B. DATED (SEE ITEM 11)	
		10A. MODIFICATION OF CONTRACT/ORDER NO. X PCE-I-00-99-00008-00, 806	
		10B. DATED (SEE ITEM 13) 05/25/2000	
CODE	FACILITY CODE		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offers is extended, is not extended. Offerors must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required)

Ref:JDougherty/CGordon e-mail dated 8/1/00

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: X F.A.A. of 1961 as amended and E.O. 11223
D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return 3 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The task order identified in block 10A above is modified to extend the completion date from July 18, 2000 to August 4, 2000, with no additional cost to the task order.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) <i>Richard Andrews</i>	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Carey N. Gordon
15B. CONTRACTOR/OFFEROR <i>Richard Andrews</i> (Signature of person authorized to sign)	15C. DATE SIGNED <i>Aug 16, 2000</i>
16B. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer)	16C. DATE SIGNED

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UNITED STATES OF AMERICA
AGENCY FOR INTERNATIONAL DEVELOPMENT

1. Country of Performance: Thailand
Adv. & Asst. Services Yes [] No [X]
2. Contract No. PCE-I-00-99-00008-00, Task Order No. 806
(Incorporating FAR and AIDAR Clauses)

NEGOTIATED PURSUANT TO THE FOREIGN ASSISTANCE ACT OF 1961,
AS AMENDED, AND EXECUTIVE ORDER 11223

3. CONTRACTOR (Name and Address):
Deloitte Touche & Tohmatsu
555 12th Street, N.W.
Suite 500
Washington, DC 20004-1207
- 4a. ISSUING OFFICE:
USAID/Cambodia
Office of Procurement
Box P
APO 96546
- 4b. ADMINISTRATION OFFICE:
USAID/Cambodia
Box P
APO AP 96546
- TIN: 52-1788-060
CEC:

5. TECHNICAL OFFICE:
ANE/SEA/AID/W
Washington, D.C. 20523
6. PAYING OFFICE. SUBMIT INVOICE TO:
Controller
USAID/MANILA
FPO AP 96515

7. EFFECTIVE DATE:
May 11, 2000
8. ESTIMATED COMPLETION DATE:
July 18, 2000

9. ACCOUNTING AND APPROPRIATION DATA:
Request ID: 498-0001-3-00010
Activity Title: AERA (GSB)
Organization ID:
Resource Category: (See page 2)
Account Number:
- Amount Obligated: US\$156,942
Ceiling Price: US\$156,942

10. The United States of America, represented by the Contracting Officer signing this Order, and the Contractor agree that: (a) this Order is issued pursuant to the Contract specified in Block 2 above and (b) the entire Contract between the parties hereto consists of this Order and the Contract specified in Block 2 above.

- 11a. NAME OF CONTRACTOR:
Deloitte Touche & Tomatsu
BY: Deloitte Touche & Tomatsu
NAME: Richard Andrews
TITLE: Managing Director
DATE: May 16, 2000
- 11b. UNITED STATES OF AMERICA
Agency for International Development
BY: USAID/Cambodia
NAME: Carey N. Gordon
TITLE: Contracting Officer
DATE: May 25, 2000

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1.1 BACKGROUND

See the attached statement of work

1.2 TITLE

Activity Title: Accelerating Economic Recovery in Asia.

Program: Thai Banking Program

1.3 OBJECTIVE

See the attached statement of work.

1.4 STATEMENT OF WORK

See the attached statement of work.

1.5 ACCOUNTING AND APPROPRIATION DATA

MAARD No.: 498-0001-3-00010

Appropriation: 729/01021

Budget Plan Code: HDV9-00-23493-KG12 (DV99/00)

RCN/ECN: P000432

Amount Obligated: US\$156,942

Total Amount Obligated: US\$156,942

1.6 REPORTS

See details in the attached statement of work and Section 1.17 below.

1.7 TECHNICAL DIRECTIONS

Technical Directions during the performance of this task order shall be provided by the Technical Officer as stated in Block 5 of the cover page pursuant to Section F of the contract.

1.8 TERM OF PERFORMANCE

- a. Work shall commence on the date noted in Block 7 of the cover page. The estimated completion date is reflected in Block 8 of the cover page.
- b. Subject to the ceiling price of this task order and the prior written approval of the Technical Officer (see Block No. 5 on the Cover Page), the contractor may extend the estimated

completion date, provided that the extension does not cause the elapsed time for completion of the work, including the furnishing of all deliverables, to extend beyond 30 calendar days from the original estimated completion date. Prior to the original estimated completion date, the contractor shall provide a copy of the Technical Officer's written approval for any extension of the term of this task order to the Contracting Officer; in addition, the contractor shall attach a copy of the Technical Officer's approval to the final voucher submitted for payment.

- c. It is the contractor's responsibility to ensure that the Technical Officer-approved adjustments to the original estimated completion date do not result in costs incurred that exceed the ceiling price of this task order. Under no circumstances shall such adjustments authorize the contractor to be paid any sum in excess of the task order.
- d. Adjustments that will cause the elapsed time for completion of the work to exceed the original estimated completion date by more than 30 calendar days must be approved in advance by the Contracting Officer.

1.9 WORKDAYS ORDERED

a. Functional Labor Category & Specialist	Workdays Ordered	Burdened Daily Rate	Fixed Total
J. Dougherty, Commercial Bank Specialist	30	\$1,236	\$37,080
J. Jessen, Commercial Bank Specialist	50	\$1,236	\$61,800
P. Wongthanavimok, Training Specialist	40	\$401.94	\$16,078
S. Ployangunsri, Training Facilitator/Interpreter	50	\$150.48	\$7,524
TBD, Lawyer	3	\$500	\$1,500
C. Fernholz, Financial Analyst/Project Coordinator	5	\$506	\$2,530
TOTAL LABOR			\$126,512

- b. The individuals identified above are designated as key personnel pursuant to Section F.13 of the contract.
- c. Subject to the ceiling price established in this delivery order and the prior written approval of the Technical Officer, the contractor may adjust the number of workdays actually

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employed in the performance of the work by each position specified in this order. The contractor shall attach a copy of the Technical Officer's approval to the final voucher submitted for payment.

- d. It is the contractor's responsibility to ensure that the Technical Officer-approved adjustments to the workdays ordered for each functional labor specialist do not result in costs incurred which exceed the ceiling price of this delivery order. Under no circumstances shall such adjustments authorize the contractor to be paid any sum in excess of the ceiling price.
- e. Personnel identified as to be determined (TBD) are subject to submission of biodatas and prior approval of the Contracting Officer before their final recruitment and commencement of work.

1.10 CEILING PRICE

For Workdays Ordered	\$126,512
For Other Direct Costs	\$28,176
G&A	\$2,254
	<hr/>
Ceiling Price	US\$156,942

The contractor will not be paid any sum in excess of the ceiling price.

1.11 PAYMENT

Payments shall be made in accordance with Block 6 of the cover page, workdays ordered, ceiling price and AIDAR 752.7003, not to exceed the ceiling price stated in the contract. Payments shall be made by the payment office designated in Block 6 of the cover page.

The Contractor shall submit vouchers (Standard Form 1034) or financial reports in accordance with workdays ordered, ceiling price and AIDAR 752.7003. In addition to submission/delivery to the payment office, the Contractor shall simultaneously submit/deliver one copy to the Contracting Officer and one copy to the CTO specified in this Delivery Order. Each voucher/financial report shall include a complete breakdown, both for the billing period and cumulatively of costs for each activity and a complete breakdown of other direct costs.

1.12 DUTY POST

The Duty Post for this task order is Thailand.

1.13 ACCESS TO CLASSIFIED INFORMATION

The contractor will not have access to classified information.

1.14 LOGISTIC SUPPORT

The contractor shall be responsible for all logistic support needed to successfully complete the contract. The Government Saving Bank (GSB) will provide the following support for the work order under this task order:

- 2 Project Coordinators
- Reproduction of materials
- Seminar room and equipment
- Hotel for trainers
- Hotel for trainees
- Transportation
- Lunch
- Coffee break

1.15 WORKWEEK

The contractor is authorized up to a five day workweek in the field with no premium pay.

1.16 AUTHORIZED GEOGRAPHIC CODE

The authorized geographic code for procurement of goods and services under this order is 935.

1.17 ADDITIONAL PROVISIONS

Development of Workplan: At the commencement of work, following task order award, the contractor shall contact the bank at which training or other consulting work will be held and develop a detailed workplan in consultation with the bank, covering all aspects of the planned implementation of the work. A copy of the agreed-upon workplan shall be supplied to USAID as soon as the plan is developed. The workplan shall be updated as needed and appropriate during the implementation of the work.

Final Report: After the conclusion of the work at each bank, the contractor shall prepare a final report summarizing the work carried out under the task order, including results achieved and problems encountered. This report shall be submitted in final form to USAID (ANE/SEA) in hard copy writing and electronic format (in Microsoft Word) by the completion date of the task order unless another date is specified. This final report shall indicate the extent to which the work performed can be replicated at other banks or other organizations in Thailand, and what would be required to so replicate the work.

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Non-Disclosure Agreement: By signing this task order, the Contractor hereby acknowledges that the reports, advice and all other information, whether oral or written, provided or generated under this Contract or any subcontract of the Contractor for use by the Government Saving Bank (GSB), or to which the Contractor or any of its subcontractors obtains access in connection with the Contract, is confidential information. The undersigned agrees not to publish, divulge, disclose or make known in any manner to any outside party any such confidential information except as expressly contemplated herein for the performance of this Contract or unless the undersigned first obtains the prior written consent of the USAID contracting officer.

Prohibition to Drug Trafficking: USAID reserves the right to terminate this contract/task order, to demand a refund or take other appropriate measures if the Contractor is found to have been convicted of a narcotics offense or to have been engaged in drug trafficking as defined in 22 CFR Part 140.

Government Savings Bank

Proposed Program (s)	Description	Target Group	No. & Length of Classes	Language
Credit Management	<ul style="list-style-type: none"> • Training in "Project Assessment Techniques". Topics include financial, securities, marketing and legal analysis. • Training in "Credit Analysis Techniques". Topics include financial, securities, marketing and legal analysis. • Training in "Credit Business Marketing". Topics include marketing strategy, niche market analysis and marketing promotion. 	<ul style="list-style-type: none"> • 30 credit analysts from the head office. • 30 credit trainers from branches and regional offices. • 30 credit trainers from branches and regional offices. 	<ul style="list-style-type: none"> • 2-day training session • 5-day train-the-trainers session • 5-day train-the-trainers session 	Thai

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Credit Management

A. Principal

Mr. Anupap Jangyubon
Vice President, Learning Organization Department
Government Saving Bank (GSB)
470 Phaholyothin Rd.
Payathai Bangkok 10400
Tel : 299-2384 Fax: 270-1842

B. Background

In the face of excess liquidity, the Government Savings Bank has to become more commercially- oriented providing financial services to the private sector. However, GSB has encountered fierce competition from fully - fledged financial institutions that have more expertise. The intense competition is accompanied with the ever - changing domestic financial situation.

Thailand's internal and external factors combined have impacts on GSB's operation. In addition, GSB presently has inadequate technical know-how, tools as well as skilled and experienced personnel in the field of credit management. For the foregoing, GSB has not achieved its goals and its non-performing loans (NPLs) have grown.

C. Project Description

The contractor and bank shall consult to agree on an appropriate work plan.

For the above mentioned reasons, GSB is in need of assistance for the following training programs aimed at enhancing the capabilities of the loan officers:

1. Training in " Project Assessment Techniques for Loan Officers at the Head Office"

Consisting of the following subjects:

- a. Financial Analysis
- b. Securities Analysis
- c. Marketing Analysis
- d. Legal Analysis

2. Training in " Credit Analysis Techniques for Loan Officers at the Branches as well as Zonal and Regional Officers"

Consisting of the following subject:

- a. Financial Analysis
- b. Securities Analysis
- c. Marketing Analysis
- d. Legal Analysis

3. Training in " Credit Business Marketing"

- a. Marketing Strategy
- b. Niche Market Analysis
- c. Marketing Promotion

Training Targets

The aforementioned training programs have been designed for two groups of GSB personnel as follows:

- 1.1 The training program no. 1 above shall be held for a group of 30 loan officers at the head office for a duration of 2 days.
- 1.2 The training program no. 2 shall be organized for 30 selected loan officers for 5 days. Upon completion of the training, the 30 trained loan officers will become trainers, transferring the knowledge to more than 1,500 loan officers nation wide.
- 1.3 The training program no. 3 shall be organized for 30 selected loan officers for a duration of a 5 days. Upon completion of the training, the 30 trained loan officers will become trainers, transferring the knowledge to more than 1,500 loan officers nation wide.

D. Language Issues

The three training programs shall be conducted in Thai language.

E. Tangible Results

1. GSB shall have skilled and experienced personnel who can train more than 1,500 other staff at the branches as well as zonal and regional offices.
2. GSB shall be able to perform credit analysis more systematically and efficiently. The improved credit analysts will enable the GSB's credit business to expand in terms of credit products provided and customer base.

F. Sustainability of Activities

The GSB's credit analysis process and operations shall be more systematic and be followed by all the branches throughout the country.

G. Time Line

The training shall be held around May - July 2000.

H. Cost share offer

Item
2 Project coordinators
Reproduction of materials
Seminar room and equipment
Hotel for trainers
Hotel for trainees
Transportation
Lunch
Coffee break

22/3/00

Deloitte Touche Tohmatsu
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Fax: (202) 879-5607
www.deloitte.com/emergingmarkets

**Deloitte
Touche
Tohmatsu**

USAID SEGIR Financial Services IQC

Contract No: PCE-1-00-99-00008-00

Thailand: AERA/Bank Thai

June 19, 2000 – August 25, 2000

25/6

UNITED STATES OF AMERICA
AGENCY FOR INTERNATIONAL DEVELOPMENT

1. Country of Performance: Thailand
Adv. & Asst. Services Yes [] No [X]
2. Contract No. PCE-I-00-99-00008-00, Task Order No. 807
(Incorporating FAR and AIDAR Clauses)

NEGOTIATED PURSUANT TO THE FOREIGN ASSISTANCE ACT OF 1961,
AS AMENDED, AND EXECUTIVE ORDER 11223

3. CONTRACTOR (Name and Address):
Deloitte Touche & Tohmatsu
555 12th Street, N.W.
Suite 500
Washington, DC 20004-1207
- 4a. ISSUING OFFICE:
USAID/Cambodia
Office of Procurement
Box P
APO 96546
- 4b. ADMINISTRATION OFFICE:
USAID/Cambodia
Box P
APO AP 96546
- TIN: 52-1788-060
CEC:

5. TECHNICAL OFFICE:
ANE/SEA
Washington, D.C. 20523
6. PAYING OFFICE. SUBMIT INVOICE TO:
Controller
USAID/MANILA
FPO AP 96515

7. EFFECTIVE DATE:
June 19, 2000
8. ESTIMATED COMPLETION DATE:
August 25, 2000

9. ACCOUNTING AND APPROPRIATION DATA:
Request ID: 498-0001-3-00010
Activity Title: AERA (BTB)
Organization ID:
Resource Category: (See page 2)
Account Number:
- Amount Obligated: US\$150,071
Ceiling Price: US\$150,071

10. The United States of America, represented by the Contracting Officer signing this Order, and the Contractor agrees that: (a) this Order is issued pursuant to the Contract specified in Block 2 above and (b) the entire Contract between the parties hereto consists of this Order and the Contract specified in Block 2 above.

- 11a. NAME OF CONTRACTOR:
Deloitte Touche & Tohmatsu
BY: *Richard Andrews*
NAME: Richard Andrews
TITLE: Managing Director
DATE: June 13, 2000
- 11b. UNITED STATES OF AMERICA
Agency for International Development
BY: *Carey N. Gordon*
NAME: Carey N. Gordon
TITLE: Contracting Officer
DATE: *6-15-2000*

AID 1420-61 (Rev'd)

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1.1 BACKGROUND

See the attached statement of work

1.2 TITLE

Activity Title: Accelerating Economic Recovery in Asia

Program: Thai Banking Program

1.3 OBJECTIVE

See the attached statement of work.

1.4 STATEMENT OF WORK

See the attached statement of work.

1.5 ACCOUNTING AND APPROPRIATION DATA

MAARD No.: 498-0001-3-00010

Appropriation: 729/01021

Budget Plan Code: HDV9-00-23493-KG12 (DV99/00)

RCN/ECN: P000432

Amount Obligated: US\$150,071

Total Amount Obligated: US\$150,071

1.6 REPORTS

See details in the attached statement of work and Section 1.17.

1.7 TECHNICAL DIRECTIONS

Technical Directions during the performance of this task order shall be provided by the Technical Officer as stated in Block 5 of the cover page pursuant to Section F of the contract.

1.8 TERM OF PERFORMANCE

- a. Work shall commence on the date noted in Block 7 of the cover page. The estimated completion date is reflected in Block 8 of the cover page.
- b. Subject to the ceiling price of this task order and the prior written approval of the Technical Officer (see Block No. 5 on the Cover Page), the contractor may extend the estimated completion date, provided that the extension does not cause the elapsed time for completion of the work, including the

furnishing of all deliverables, to extend beyond 30 calendar days from the original estimated completion date. Prior to the original estimated completion date, the contractor shall provide a copy of the Technical Officer's written approval for any extension of the term of this task order to the Contracting Officer; in addition, the contractor shall attach a copy of the Technical Officer's approval to the final voucher submitted for payment.

- c. It is the contractor's responsibility to ensure that the Technical Officer-approved adjustments to the original estimated completion date do not result in costs incurred that exceed the ceiling price of this task order. Under no circumstances shall such adjustments authorize the contractor to be paid any sum in excess of the task order.
- d. Adjustments that will cause the elapsed time for completion of the work to exceed the original estimated completion date by more than 30 calendar days must be approved in advance by the Contracting Officer.

1.9 WORKDAYS ORDERED

a. Functional Labor Category & Specialist	Workdays Ordered	Burdened Daily Rate	Fixed Total
D. Persinger, Commercial Bank Specialist	32	\$1,236	\$39,552
H. Schuman, Training Specialist	30	\$843	\$25,290
T. Sukhasapha, Commercial Bank Specialist	10	\$731	\$7,310
M. Kelly, Commercial Bank Specialist	20	\$731	\$14,620
C. Stinger, Commercial Bank Specialist	20	\$731	\$14,620
C. Fernholz, Commercial Bank Specialist	30	\$506	\$15,180
TOTAL LABOR			\$116,572

- b. The individuals identified above are designated as key personnel pursuant to Section F.13 of the contract.
- c. Subject to the ceiling price established in this delivery order and the prior written approval of the Technical Officer, the contractor may adjust the number of workdays actually

employed in the performance of the work by each position specified in this order. The contractor shall attach a copy of the Technical Officer's approval to the final voucher submitted for payment.

- d. It is the contractor's responsibility to ensure that the Technical Officer-approved adjustments to the workdays ordered for each functional labor specialist do not result in costs incurred which exceed the ceiling price of this delivery order. Under no circumstances shall such adjustments authorize the contractor to be paid any sum in excess of the ceiling price.
- e. Personnel to be determined (TBD) are subject to submission of biodatas and prior approval of the Contracting Officer before final recruitment.

1.10 CEILING PRICE

For Workdays Ordered	\$116,572
For Other Direct Costs	\$31,018
G&A	\$2,481
Ceiling Price	<u>US\$150,071</u>

The contractor will not be paid any sum in excess of the ceiling price.

1.11 PAYMENT

Payments shall be processed by the payment office designated in Block 6 of the cover page. The Contractor shall submit vouchers (Standard Form 1034) or financial reports in accordance with workdays ordered, ceiling price and AIDAR 752.7003. In addition to submission/delivery to the payment office, the Contractor shall simultaneously submit/deliver one copy to the Contracting Officer and one copy to the CTO specified in this Delivery Order. Each voucher/financial report shall include a complete breakdown, both for the billing period and cumulatively of costs for each activity and a complete breakdown of other direct costs.

1.12 DUTY POST

The Duty Post for this task order is Thailand, with supporting work in other locations.

1.13 ACCESS TO CLASSIFIED INFORMATION

The contractor will not have access to classified information.

1.14 LOGISTIC SUPPORT

The contractor shall be responsible for all logistic support needed to successfully complete the contract. The BankThai Bank (BTB) will provide the following support for the work order under this task order:

- 2 Project Assistants
- Training Room Equipped with Overhead Projector, LCD Projector and Computers
- Training Management Room with at least 2 Computers & Printers
- Lunches and Coffee Breaks During Training Sessions
- Hotel Accommodation at a Three Star Hotel for 2 trainers
- Per diem for 2 Trainers \$50 per person per day
- Reproduction Materials for Trainees

1.15 WORKWEEK

The contractor is authorized up to a six-day workweek in the field with no premium pay.

1.16 AUTHORIZED GEOGRAPHIC CODE

The authorized geographic code for procurement of goods and services under this order is 935.

1.17 ADDITIONAL PROVISIONS

Development of Workplan: At the commencement of work, following task order award, the contractor shall contact the bank at which training or other consulting work will be held and develop a detailed workplan in consultation with the bank, covering all aspects of the planned implementation of the work. A copy of the agreed-upon workplan shall be supplied to USAID as soon as the plan is developed. The workplan shall be updated as needed and appropriate during the implementation of the work.

Final Report: After the conclusion of the work at each bank, the contractor shall prepare a final report summarizing the work carried out under the task order, including results achieved and problems encountered. This report shall be submitted in final form to USAID (ANE/SEA) in hard copy writing and electronic format (in Microsoft Word) by the completion date of the task

order unless another date is specified. This final report shall indicate the extent to which the work performed can be replicated at other banks or other organizations in Thailand, and what would be required to so replicate the work.

Non-Disclosure Agreement: By signing this task order, the Contractor hereby acknowledges that the reports, advice and all other information, whether oral or written, provided or generated under this Contract or any subcontract of the Contractor for use by the BankThai Bank (BTB), or to which the Contractor or any of its subcontractors obtains access in connection with the Contract, is confidential information. The undersigned agrees not to publish, divulge, disclose or make known in any manner to any outside party any such confidential information except as expressly contemplated herein for the performance of this Contract or unless the undersigned first obtains the prior written consent of the USAID contracting officer.

Prohibition to Drug Trafficking: USAID reserves the right to terminate this contract/task order, to demand a refund or take other appropriate measures if the Contractor is found to have been convicted of a narcotics offense or to have been engaged in drug trafficking as defined in 22 CFR Part 140.

BANKTHAI

Proposed Programs	Description	Target Group	Timeline	Language
<p>Debt Restructuring</p>	<ul style="list-style-type: none"> • The program should cover <ul style="list-style-type: none"> - Motives and objectives of restructuring - Tools and techniques of financial restructuring - Guideline for corporate restructuring - Review of key legislation and law, debt restructuring model - Cash flow and financial analysis - Key success factors and unsuccessful debt restructuring - Negotiation technique for debt restructuring • Additional session for workshop on Debt Restructuring 	<ul style="list-style-type: none"> • 30 Selected persons from <ul style="list-style-type: none"> - Senior Managers - Managers - Officers of the Revenue-Generated Department • Same group as previous • Executive Management 	<ul style="list-style-type: none"> • 30 hours • 1 session • 24 hours for each additional session • 3 hours 	<p>English Include Thai speaker</p>

2/12

Management Development Training Program

PRINCIPAL

Mr. Phirasilp Subhapholsiri

President

BankThai Public Company Limited
44 North Sathorn Road, Silom, Bankrak, Bangkok 10500
Tel. 638 -8031 Fax: 633 - 9051

BACKGROUND

In 1998, the recapitalization of BankThai Public Company Limited through the sale of 99.99% new shares to the Financial Institution Development Fund (FIDF) changed it to a state-owned bank. Under the adverse circumstance and unprecedented economic conditions 80% of bank loans are substandard loans. The bank has to handle its business cautiously with focus being given to stabilizing its financial position. In this respect, importance has been increasingly attached to focus on diminishing substandard loans, improving loan quality, and entering into new business. The Mission achievement is not only for the survival of the bank but also reducing national financial difficulty.

BankThai has therefore begun to revise its debt restructuring. The revenue-generated departments' senior managers and managers are the key to success of the mission realization. Hence, the preliminary preparation is the need to improve working knowledge and skills in debt restructuring to these employees in order that they are fully equipped for fulfilling the mission and transferring knowledge to their subordinates. The training officer of the bank, however, is not strong in these skills.

PROJECT DESCRIPTION

The contractor and bank shall consult to agree on an appropriate work plan.

The Statement of Work requests support in management development for a training-for-trainer program. The service providers shall develop a custom-made training program for BankThai senior managers, managers and officers of the revenue-generated departments. The service providers shall first study the bank lending policy, credit management procedures, credit operation policy. All training will integrate these rules and procedures.

Theoretical Presentations and Workshops on Business Knowledge

1. Provide at least thirty hours of theoretical presentations and workshops on business knowledge and twenty-four hours for train-the-trainers tips to each module of business training program for approximately 30 selected senior managers and managers. The program will comprise thirty-hour modules as follows.

Debt Restructuring Training

The program should cover

- Motives and objectives of restructuring
- Tools and techniques of financial restructuring such as debt-for-equity

swaps, foreign shareholding limitation, BOI promotion privileges, tender offers, SWAP, bonds etc.

- Guideline for corporate restructuring such as letters of appointment of steering committee, debt restructuring term sheet, debt restructuring agreements
- Review of key legislation and law, debt restructuring models
- Cash flow and financial analysis
- Key success factors and unsuccessful debt restructuring
- Negotiation techniques for debt restructuring

Special attention will be given to

- 1) Tools and techniques of guidelines for corporate debt restructuring
- 2) Debt restructuring models
- 3) Negotiation technique for debt restructuring.
- 4) Writing and presenting a report on loan/debt restructuring
- 5) Negotiating skills and techniques
- 6) Distinguishing between corporate and retail loan/debt restructuring and provide techniques for both types of restructuring

Case Study:

- 1) Thai cases
 - 2) Large and mid-sized business
2. The theoretical presentations will be supplemented by international and Thai case studies, which should be written by the training provider. The bank will provide data for some Thai cases of debt restructuring.
 3. Run break out work session to give trainees opportunities to practice the relevant skills in a team format using these cases. Trainees should present their analysis and explain how the cases would be treated under the bank rules.
 4. Provide additional 3 hours on course wrap up session for BankThai executive team.

Additional session for business knowledge for 24 hours

1. Provide at least twenty-four hours on training methodologies and workshop to the participants so that they may transfer the knowledge to their subordinates and the relevant staff. Each trainee should prepare and teach a one-hour class on Debt Restructuring. The service provider shall be an observer.
2. The service provider shall work with BankThai training staff to design a training program which includes lesson plan, training materials and evaluation methods for debt restructuring training to be rolled out to all relevant employees in the bank.

The objectives of this program are to:

- Assist BankThai in improving their debt restructuring;
- Provide revenue-generated departments' senior managers and managers the latest theories and experience on debt restructuring.
- Provide BankThai revenue-generated departments' senior managers and managers with knowledge on negotiation techniques for debt restructuring and cross-selling techniques.
- Design a training program for BankThai staff regarding debt restructuring and negotiation techniques for debt restructuring.
- Provide BankThai Bank with the skills of writing and presenting a report on

- loan/debt restructuring
- Provide negotiating skills and techniques
- Assist BankThai Bank to distinguish between corporate and retail loan/debt restructuring

LANGUAGE ISSUES

The training sessions shall be conducted in English and include a Thai speaker in the training provider's team. The bank will provide two "language mentors" who will be available during breaks for questions from other members of the class. The language mentors will also provide assistance to the trainers if translation or explanation is needed during a session.

TANGIBLE RESULTS

Results of the program shall include the following:

1. All 30 trainees shall successfully complete the course. At least 20 trainees shall pass a standardized test which will be classified into high pass, pass and unsatisfactory provided by service provider on debt restructuring. In the case that any trainees are rated unsatisfactory, the instructors should suggest their weak points and how to improve the weak points.
2. All 30 trainees shall actively participate in group work.
3. At least 15 trainees shall present the results of their groups' work.
4. All 30 trainees shall design and present on different aspects of debt restructuring
5. Completion of a set of lesson plans for teaching the program to the bank staff.

SUSTAINABILITY OF ACTIVITIES

Activities will be sustained in the bank through roll out of the classroom training and on-the-job training programs to 300 revenue-generated staff. The bank also intends to review and upgrade this training every two years for new employees. Short refresher courses are also planned.

COST SHARE OFFER

Bank Thai will provide the following to the program:

Item
2 Project Assistants
Training Room Equipped with Overhead Projector, LCD Projector and Computers
Training Management Room with at least 2 Computers & Printers
Lunches and Coffee Breaks During Training Sessions
Hotel Accommodation at a Three Star Hotel for 2 trainers
Per diem for 2 Trainers \$50 per person per day
Reproduction Materials for Trainees



UNITED STATES AGENCY FOR
INTERNATIONAL DEVELOPMENT
PHNOM PENH, CAMBODIA
No. 18, Street 228

Tel: (855-23) 217634 or 218074/75
Fax: (855-23) 217638

June 16, 2000

Richard Andrews
Deloitte Touche & Tohmatsu
555 12th Street, N.W.
Suite 500
Washington, D.C. 20004-1207

Subject: Bank Training Program in Thailand – BankThai Bank

Reference: Contract No. PCE-I-00-99-00008-00, Task Order No. 807

Dear Mr. Andrews:

We are forwarding multiple copies of the above referenced task order for your signature. Please sign and date the cover page of each copy; retain one copy for your files, and return all other copies to this office, at the address below. Please note that we have used the same date (June 13, 2000) as used on the previous FAX copy of this document that you have signed.

U.S. Mail

Carey N. Gordon
Grant/Agreement Officer
USAID/Cambodia
Box P
APO AP 96546

By Courier

Carey N. Gordon
Grant/Agreement Officer
USAID/Cambodia
No. 18 Street 228
Phnom Penh, Cambodia

Sincerely,

Carey N. Gordon
Contracting Officer

UNITED STATES OF AMERICA
AGENCY FOR INTERNATIONAL DEVELOPMENT

- 1. Country of Performance: Thailand
Adv. & Asst. Services Yes [] No [X]
- 2. Contract No. PCE-1-00-99-00008-00, Task Order No. 807
(Incorporating FAR and AIDAR Clauses)

NEGOTIATED PURSUANT TO THE FOREIGN ASSISTANCE ACT OF 1961,
AS AMENDED, AND EXECUTIVE ORDER 11223

3. CONTRACTOR (Name and Address):
Deloitte Touche & Tohmatsu
555 12th Street, N.W.
Suite 500
Washington, DC 20004-1207

4a. ISSUING OFFICE:
USAID/Cambodia
Office of Procurement
Box P
APO 96546

TIN: 92-1788-060
CEC:

4b. ADMINISTRATION OFFICE:
USAID/Cambodia
Box P
APO AP 96546

5. TECHNICAL OFFICE:
ANE/SEA
Washington, D.C. 20523

6. PAYING OFFICE. SUBMIT INVOICE TO:
Controller
USAID/MANILA
FPO AP 96515

IF FUNDS AVAILABLE
AMOUNT: \$ 150,071
INCURRED DATE
JUN 06 2000
FOR RECORD
DATE
BY
CHECK NO.
DATE

7. EFFECTIVE DATE:
June 19, 2000

8. ESTIMATED COMPLETION DATE:
August 25, 2000

9. ACCOUNTING AND APPROPRIATION DATA:
Request ID: 498-0001-3-00010
Activity Title: AERA (BTB)
Organization ID:
Resource Category: (See page 2)
Account Number:

Amount Obligated: US\$150,071
Ceiling Price: US\$150,071

10. The United States of America, represented by the Contracting Officer signing this Order, and the Contractor agrees that: (a) this Order is issued pursuant to the Contract specified in Block 2 above and (b) the entire Contract between the parties hereto consists of this Order and the Contract specified in Block 2 above.

11a. NAME OF CONTRACTOR:
Deloitte Touche & Tohmatsu

11b. UNITED STATES OF AMERICA
Agency for International Development

BY: Deloitte Touche & Tohmatsu
NAME: Richard Andrews
TITLE: Managing Director
DATE: 6/13/00

BY: USAID/Cambodia
NAME: Carey H. Gordon
TITLE: Contracting Officer
DATE: 6-15-00

AID 1420-61 (Rev'd)

4606

UNITED STATES OF AMERICA
AGENCY FOR INTERNATIONAL DEVELOPMENT

- 1. Country of Performance: Thailand
Adv. & Asst. Services Yes [] No [X]
- 2. Contract No. PCE-1-00-99-00008-00, Task Order No. 807
(Incorporating FAR and AIDAR Clauses)

NEGOTIATED PURSUANT TO THE FOREIGN ASSISTANCE ACT OF 1961,
AS AMENDED, AND EXECUTIVE ORDER 11223

- 3. CONTRACTOR (Name and Address):
Deloitte Touche & Tohmatsu
555 12th Street, N.W.
Suite 500
Washington, DC 20004-1207
- 4a. ISSUING OFFICE:
USAID/Cambodia
Office of Procurement
Box P
APO 96546
- 4b. ADMINISTRATION OFFICE:
USAID/Cambodia
Box P
APO AP 96546

TIN: 92-1788-060
CEC:

- 5. TECHNICAL OFFICE:
ANE/SEA
Washington, D.C. 20523
- 6. PAYING OFFICE. SUBMIT INVOICE TO:
Controller
USAID/MANILA
FPO AP 96515
- 7. EFFECTIVE DATE:
June 19, 2000
- 8. ESTIMATED COMPLETION DATE:
August 25, 2000

FOR FUND AVAILABLE
ACCOUNTS: 67 671
DATE: JUNE 16 2000
OR
OR
OR

- 9. ACCOUNTING AND APPROPRIATION DATA:
Request ID: 498-0001-3-00010
Activity Title: AERA (NTB)
Organization ID:
Resource Category: (See page 2)
Account Number:
Amount Obligated: US\$150,071
Ceiling Price: US\$150,071

10. The United States of America, represented by the Contracting Officer signing this Order, and the Contractor agrees that: (a) this Order is issued pursuant to the Contract specified in Block 2 above and (b) the entire Contract between the parties hereto consists of this Order and the Contract specified in Block 2 above.

- 11a. NAME OF CONTRACTOR:
Deloitte Touche & Tohmatsu
BY: Deloitte Touche & Tohmatsu
NAME: Richard Andrews
TITLE: Managing Director
DATE: 6/13/00
- 11b. UNITED STATES OF AMERICA
Agency for International Development
BY: USAID/Cambodia
NAME: Caray M. Gordon
TITLE: Contracting Officer
DATE: 6-15-00

AID-1420-61 (Rev'd)

Deloitte Touche Tohmatsu
Emerging Markets
555 12th St NW, Suite 500
Washington DC 20015 USA

Tel: (202) 879-5656
Fax: (202) 879-5607
www.deloitte.com/emergingmarkets

**Deloitte
Touche
Tohmatsu**

USAID SEGIR Financial Services IQC

Contract No: PCE-1-00-99-00008-00

Thailand: BOT III – Mid-term Evaluation

June 22, 2000 – July 30, 2000

UNITED STATES OF AMERICA
AGENCY FOR INTERNATIONAL DEVELOPMENT

1. Country of Performance: Philippines
Adv. & Asst. Services Yes [x] No []

2. Contract No. PCE-I-00-97-00016-00
Delivery Order No. 807
(Incorporating FAR and AIDAR Clauses)

NEGOTIATED PURSUANT TO THE FOREIGN ASSISTANCE ACT OF 1961,
AS AMENDED, AND EXECUTIVE ORDER 11223

3. CONTRACTOR (Name and Address):

Deloitte Touche Tohmatsu
Suite 500
555 12th Street, NW
Washington, D.C. 20006-1207

erp

4a. ISSUING OFFICE:

Office of Regional Procurement
USAID/Philippines
FPO AP 96515

4b. ADMINISTRATION OFFICE:

Office of Regional Procurement
USAID/Philippines
FPO AP 96515

5. TECHNICAL OFFICE:

OEDG/USAID/Philippines
FPO AP 96515

Project Officer: Joseph Ryan

6. PAYING OFFICE. SUBMIT INVOICE

Office of Financial Management
USAID/Philippines
FPO AP 96515

7. EFFECTIVE DATE:

June 22, 2000

8. ESTIMATED COMPLETION DATE:

July 30, 2000

9. ACCOUNTING AND APPROPRIATION DATA:

Request ID:

Amount Obligated: \$50,853

Activity Title: BOT III - Mid-Term Evaluation

Ceiling Price: \$50,853

Fund/Fund Account/Allot Symbol: Approp: 72X1021

BPC: DDV5-95-29492KG11 ECN: T940143

10. The United States of America, represented by the Contracting Officer signing this Order, and the Contractor agree that: (a) this Order is issued pursuant to the Contract specified in Block 2 above and (b) the entire Contract between the parties hereto consists of this Order and the Contract specified in Block 2 above.

11a. NAME OF CONTRACTOR:

Deloitte Touche Tohmatsu

BY:

NAME: Richard Andrews

TITLE: Managing Director

DATE:

AID 1420-61 (Rev'd)

11b. UNITED STATES OF AMERICA

Agency for International Development

BY:

NAME: William E. Reynolds

TITLE: Contracting Officer (ERP)

DATE:

⊗

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ARTICLE I - TITLE: BOT III - Mid-Term Evaluation

ARTICLE II - BACKGROUND: See Attachment 1.

ARTICLE III - STATEMENT OF WORK: See Attachment 1.

ARTICLE IV - WORKDAYS ORDERED

- A. The workdays ordered is 44 person days to be performed during the delivery order period. The functional labor specialist categories are as follows:

Functional Labor Category	Workdays Ordered	Burdened Fixed Daily Rates	Total
Junior Economist/Engineer (Guzman, Alfonso)	11* 11**	\$775.38 \$710.76	\$8,529 \$7,818
Senior Economist/Environmental Engineer (Carmichael, Gregory)	11* 11**	\$1,012.85 \$928.44	\$11,141 \$10,213
Total Labor			\$37,701

* Proposed daily salaries are as follows: Mr. Guzman \$323.07 and Mr. Carmichael - \$422.02

** In accordance with the labor rate structure of the IQC contract, which establishes different rates in Option Year 4 effective June 19, 2000. Assumes that half of the proposed Level of Effort will fall under Year 4 of the contract.

- B. Subject to the ceiling price established in this Delivery Order and the prior written approval of the Technical Officer, the contractor may adjust the number of workdays actually employed in the performance of the work by each position specified in this order. The contractor shall attach a copy of the Technical Officer's approval to the final voucher submitted for payment.
- C. It is the contractor's responsibility to ensure that the Technical Officer - approved adjustments to the workdays ordered for each functional labor specialist do not result in costs incurred which exceed the ceiling price of this delivery order. Under no circumstances shall adjustments authorize the contractor to be paid any sum in excess of the ceiling price.

ARTICLE V - TECHNICAL DIRECTIONS

Technical Directions during the performance of this delivery order shall be provided by Chief, Office of Economic Development Governance & Participation, of his designee.

ARTICLE VI - TERM OF PERFORMANCE

- A. Work shall commence on the date note in Block 7 of the cover page. The estimated completion date is reflected in Block 7 on the cover page.
- B. Subject to the ceiling price of this task order and the prior written approval of the COTR, the contractor may be authorized to extend the estimated completion date set forth herein, provided that the extension does not cause the elapsed time for completion of the work, including the furnishing of all deliverables, to extend beyond 30 calendar days from the original estimated completion date, the contractor shall provide a copy of the COTR's approval to the final voucher submitted for payment. In no event shall the estimated completion date of this Task Order, with any authorized extension, exceed the expiration date of the basic IQC Contract, unless an extension to the base contract is affected by USAID/W Contracting Officer.

- C. It is the contractor's responsibility to ensure that the Technical Officer - approved adjustments in the LOE (Level of Effort) do not result in costs incurred that exceed the ceiling price of this delivery order. Under no circumstances shall such adjustments authorize the contractor to be paid any sum in excess of the delivery order.
- D. Adjustments that will cause the elapsed time for completion of the work to exceed the original estimated completion date by more than 30 calendar days must be approved in advance by the Contracting Officer.

ARTICLE VII - INSPECTION AND ACCEPTANCE

Inspection and acceptance of services and deliverables required by this Order will be performed by Teresita Espenilla, Cognizant Technical Officer (CTO).

ARTICLE VIII - CEILING PRICE

A. For Workdays Ordered	:	\$37,701
B. For Other Direct Costs	:	\$13,152
Ceiling Price (A+B)	:	<u>\$50,853</u>

ARTICLE IX - USE OF GOVERNMENT PROPERTY

- A. The Contractor, and any employed or consultant of the Contractor's, is prohibited from using U.S. Government facilities (such as office space or equipment), or U.S. Government clerical or technical performance of the services specified in the contract, unless the use of Government facilities or personnel is specifically authorized in the contract, or is authorized in advance, in writing, by the Contracting Officer.
- B. If, at any time, it is determined that the Contractor, or any of its employee or consultants, have used U.S. Government facilities without authorization, then the amount equal to the value of the U.S. Government facilities or personnel used by the Contractor, as determined by the Contracting Officer.
- C. If the parties fail to agree on an adjustment made pursuant to this clause, it shall be considered a "dispute" and shall be dealt with under the terms of the "Disputes" clause of the contract.

ARTICLE X - EMERGENCY LOCATOR INFORMATION

The Contractor shall provide emergency locator information as required by the Mission Administrative Officer on or before arrival in the host country.

ARTICLE XI - LOGISTIC SUPPORT

All logistic support is to be provided by the Contractor.

ARTICLE XII - ACCESS TO CLASSIFIED INFORMATION

The Contractor will not have access to classified information.

ARTICLE XIII - DUTY POST

The Duty Post for this delivery order is Manila.

ARTICLE XIV - WORK WEEK

The LOE distribution is based on a five day work week.

ARTICLE XV - APPLICABLE CLAUSES

This Order is issued under Contract No. PCE-I-00-97-00016-00. Contract clauses contained therein are applicable to this Order. This Order does not change or modify the Contract in any way.

Notwithstanding the above, the following AIDAR clauses are set forth herein, as they shall be considered specifically applicable to the funds contained in this Order.

52.232-22 Limitation of Funds (APR 1984)
752.7002 Travel and Transportation (JAN 1990)

ARTICLE XVI - PAYMENT

Payment will be made in accordance with Block 6 of the Cover Page, Articles V and IX of this Order, 48 CFR 752.7003. Payment for professional services shall be based on actual workdays performed not to exceed the ceiling price stated in Article IX. Payment of Other Direct Costs up to a maximum of \$13,152 will be on actual cost reimbursement basis subject to presentation of adequate supporting documentation.

ARTICLE XVII - ACCOUNTING AND APPROPRIATION DATA

MAARD No.	:	492-0452-3-40127
Appropriation Symbol	:	72X1021
Budget Plan Code	:	DDV5-95-29492KG11
Total Amount Obligated	:	\$50,853
Ceiling Price	:	\$50,853



Deloitte Touche Tohmatsu
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**Deloitte
Touche
Tohmatsu**

USAID SEGIR Financial Services IQC

Contract No: PCE-1-00-99-00008-00

Thailand: AERA/Bangkok Bank of Thailand

July 10, 2000 – September 29, 2000

UNITED STATES OF AMERICA
AGENCY FOR INTERNATIONAL DEVELOPMENT

1. Country of Performance: Thailand
Adv. & Asst. Services Yes [] No [X]
2. Contract No. PCE-I-00-99-00008-00, Task Order No. 808
(Incorporating FAR and AIDAR Clauses)

NEGOTIATED PURSUANT TO THE FOREIGN ASSISTANCE ACT OF 1961,
AS AMENDED, AND EXECUTIVE ORDER 11223

3. CONTRACTOR (Name and Address):
Deloitte Touche & Tohmatsu
555 12th Street, N.W.
Suite 500
Washington, DC 20004-1207
- 4a. ISSUING OFFICE:
USAID/Cambodia
Office of Procurement
Box P
APO 96546
- 4b. ADMINISTRATION OFFICE:
USAID/Cambodia
Box P
APO AP 96546
- TIN: 52-1788-060
CEC:

5. TECHNICAL OFFICE:
ANE/SEA
Washington, D.C. 20523
6. PAYING OFFICE. SUBMIT INVOICE TO:
Controller
USAID/MANILA
FPO AP 96515

7. EFFECTIVE DATE:
July 10, 2000
8. ESTIMATED COMPLETION DATE:
September 29, 2000

9. ACCOUNTING AND APPROPRIATION DATA:
Request ID: 498-0001-3-00010
Activity Title: AERA (BKKB)
Organization ID:
Resource Category: (See page 2)
Account Number:
- Amount Obligated: US\$179,702
Ceiling Price: US\$179,702

10. The United States of America, represented by the Contracting Officer signing this Order, and the Contractor agree that: (a) this Order is issued pursuant to the Contract specified in Block 2 above and (b) the entire Contract between the parties hereto consists of this Order and the Contract specified in Block 2 above.

- 11a. NAME OF CONTRACTOR:
Deloitte Touche & Tomatsu
BY: *[Signature]*
NAME: Richard Andrews
TITLE: Managing Director
DATE: July 6, 2000
- 11b. UNITED STATES OF AMERICA
Agency for International Development
BY: *[Signature]*
NAME: Carey N. Gordon
TITLE: Contracting Officer
DATE: 10 July 2000

AID 1420-61 (Rev'd)

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1.1 BACKGROUND

See the attached statement of work

1.2 TITLE

Activity Title: Accelerating Economic Recovery in Asia

Program: Thai Banking Program

1.3 OBJECTIVE

See the attached statement of work, with revisions in accord with the attached discussion notes of May 29, 2000 and agreement between DTT and Bangkok Bank dated May 31, 2000.

1.4 STATEMENT OF WORK

See the attached statement of work, with revisions in accord with the attached discussion notes of May 29, 2000 and agreement between DTT and Bangkok Bank dated May 31, 2000.

1.5 ACCOUNTING AND APPROPRIATION DATA

MAARD No.: 498-0001-3-00010
Appropriation: 729/01021
Budget Plan Code: HDV9-00-23493-KG12 (DV99/00)
RCN/ECN: P000432
Amount Obligated: US\$179,702
Total Amount Obligated: US\$179,702

1.6 REPORTS

See details in the attached statement of work with revisions and Section 1.17.

1.7 TECHNICAL DIRECTIONS

Technical Directions during the performance of this task order shall be provided by the Technical Officer as stated in Block 5 of the cover page pursuant to Section F of the contract.

1.8 TERM OF PERFORMANCE

- a. Work shall commence on the date noted in Block 7 of the cover page. The estimated completion date is reflected in Block 8 of the cover page.
- b. Subject to the ceiling price of this task order and the prior

written approval of the Technical Officer (see Block No. 5 on the Cover Page), the contractor may extend the estimated completion date, provided that the extension does not cause the elapsed time for completion of the work, including the

furnishing of all deliverables, to extend beyond 30 calendar days from the original estimated completion date. Prior to the original estimated completion date, the contractor shall provide a copy of the Technical Officer's written approval for any extension of the term of this task order to the Contracting Officer; in addition, the contractor shall attach a copy of the Technical Officer's approval to the final voucher submitted for payment.

- c. It is the contractor's responsibility to ensure that the Technical Officer-approved adjustments to the original estimated completion date do not result in costs incurred that exceed the ceiling price of this task order. Under no circumstances shall such adjustments authorize the contractor to be paid any sum in excess of the task order.
- d. Adjustments that will cause the elapsed time for completion of the work to exceed the original estimated completion date by more than 30 calendar days must be approved in advance by the Contracting Officer.

1.9 WORKDAYS ORDERED

a. Functional Labor Category & Specialist	Workdays Ordered	Burdened Daily Rate	Fixed Total
J. Balwin , Commercial Bank Specialist	33	\$1,236	\$43,260 ✓
C. Stinger , Commercial Bank Specialist	32	\$731	\$23,392 ✓
K. White, Commercial Bank Specialist	10	\$1,236	\$12,360
Chaitanaki , Commercial Bank Specialist	44	\$534.6	\$23,522 ✓
Thavinsipatkul , Commercial Bank Specialist	52	\$534.6	\$27,799 ✓
C. Fernholz , Financial Analyst	34	\$506	\$17,204
TOTAL LABOR			\$147,537

- b. The individuals identified above are designated as key personnel pursuant to Section F.13 of the contract.

c. Subject to the ceiling price established in this delivery order and the prior written approval of the Technical Officer, the contractor may adjust the number of workdays actually

employed in the performance of the work by each position specified in this order. The contractor shall attach a copy of the Technical Officer's approval to the final voucher submitted for payment.

d. It is the contractor's responsibility to ensure that the Technical Officer-approved adjustments to the workdays ordered for each functional labor specialist do not result in costs incurred which exceed the ceiling price of this delivery order. Under no circumstances shall such adjustments authorize the contractor to be paid any sum in excess of the ceiling price.

e. Personnel to be determined (TBD) are subject to submission of biodatas and prior approval of the Contracting Officer before final recruitment.

1.10 CEILING PRICE

For Workdays Ordered	\$147,537
For Other Direct Costs	\$29,782
G&A	\$2,383
Ceiling Price	<u>US\$179,702</u>

The contractor will not be paid any sum in excess of the ceiling price.

1.11 PAYMENT

Payments shall be processed by the office identified in Block 6 of the cover. The Contractor shall submit vouchers (Standard Form 1034) or financial reports in accordance with workdays ordered, ceiling price and AIDAR 752.7003. In addition to submission/delivery to the payment office, the Contractor shall simultaneously submit/deliver one copy to the Contracting Officer and one copy to the CTO specified in this Delivery Order. Each voucher/financial report shall include a complete breakdown, both for the billing period and cumulatively of costs for each activity and a complete breakdown of other direct costs.

1.12 DUTY POST

The Duty Post for this task order is Thailand, with supporting work in other locations.

1.13 ACCESS TO CLASSIFIED INFORMATION

The contractor will not have access to classified information.

1.14 LOGISTIC SUPPORT

The contractor shall be responsible for all logistic support needed to successfully complete the contract. The Bangkok Bank (BKKB) will provide the following support for the work order under this task order:

1. Train-the-trainer Session
 - Participants: 30 persons
 - Sessions: 3 sessions
 - Duration: 7 days
 - 1.1 Trainer fee
 - 1.2 Accommodation and other expenses for trainees
 - 1.3 Training materials
 - 1.4 Miscellaneous
 - 1.5 Training room and equipment expenses
 - 1.6 Project Coordinator
 - 1.7 Evaluation materials
2. Master Trainer Sessions
 - participants: 20 persons
 - Session: 1 session
 - Duration: 10 days
 - 1.1 Trainer fee
 - 1.2 Accommodation and other expenses for trainees
 - 1.3 Training materials
 - 1.4 Miscellaneous
 - 1.5 Training room expenses
 - 1.6 Project Coordinator
3. Business Plan for SMEs (for Provincial Area)
 - Persons
 - Sessions: 4 sessions
 - Duration: 2 days
 - 1.1 Trainer fee
 - 1.2 Accommodation and other expenses for trainer
 - 1.3 Travelling expense for trainers
 - 1.4 Accommodation and other expenses for trainees
 - 1.5 Training materials
 - 1.6 Miscellaneous
 - 1.7 Training room and equipment expenses
 - 1.8 Project Coordinator
4. Business Plan for SMEs (for Metropolitan Area)
 - Participants: 50 persons

- Sessions: 2 sessions
- Duration: 2 days
- 1.1 Trainer fee
- 1.2 Accommodation and other expenses for trainees
- 1.3 Training materials
- 1.4 Miscellaneous
- 1.5 Training room and equipment expenses
- 1.6 Project Coordinator

1.15 WORKWEEK

The contractor is authorized up to a six-day workweek in the field with no premium pay.

1.16 AUTHORIZED GEOGRAPHIC CODE

The authorized geographic code for procurement of goods and services under this order is 935.

1.17 ADDITIONAL PROVISIONS

Development of Workplan: At the commencement of work, following task order award, the contractor shall contact the bank at which training or other consulting work will be held and develop a detailed workplan in consultation with the bank, covering all aspects of the planned implementation of the work. A copy of the agreed-upon workplan shall be supplied to USAID as soon as the plan is developed. The workplan shall be updated as needed and appropriate during the implementation of the work.

Final Report: After the conclusion of the work at each bank, the contractor shall prepare a final report summarizing the work carried out under the task order, including results achieved and problems encountered. This report shall be submitted in final form to USAID (ANE/SEA) in hard copy writing and electronic format (in Microsoft Word) by the completion date of the task order unless another date is specified. This final report shall indicate the extent to which the work performed can be replicated at other banks or other organizations in Thailand, and what would be required to so replicate the work.

Non-Disclosure Agreement: By signing this task order, the Contractor hereby acknowledges that the reports, advice and all other information, whether oral or written, provided or generated under this Contract or any subcontract of the Contractor for use by the Bangkok Bank (BKKB), or to which the Contractor or any of its subcontractors obtains access in connection with the Contract, is confidential information. The undersigned agrees not to publish, divulge, disclose or make known in any manner to any outside party any such confidential information except as expressly contemplated herein for the performance of this Contract or unless the undersigned first obtains the prior written consent of the USAID contracting officer.

Prohibition to Drug Trafficking: USAID reserves the right to terminate this contract/task order, to demand a refund or take other appropriate measures if the Contractor is found to have been convicted of a narcotics offense or to have been engaged in drug trafficking as defined in 22 CFR Part 140.

Bangkok Bank

Proposed program	Deliverables	Description	Target groups	No. & Length of Classes	Language	Tangible results
Train-the-trainers of Business Plan for Small and Medium Enterprises - SMEs	SMEs Workshop	* Conceptual framework on business plan	60 BBL trainers 20 persons per session	7 days for trainers	* English / Thai summary	* New certifies Master Trainers and Trainers * 5 sets of facilitator's Guides and Training Kits * Master Participant's Manual * Estimated 300 Trainees both BBL employees working in SMEs project and Customers from Provincial Area and Metropolitan Area * The course would be later a core course of the Bank.
		* Structure of business plan * Composition of business plan	20 Master Trainers 20 persons per session	10 days for Master Trainers		
		* Technical analysis and production plan * Financial analysis and financial plan * Workshop	200 BBL employees and entrepreneurs from Provincial area 50 persons per sessions, 4 sessions	2 days for entrepreneurs from Provincial area		
		* Presentation / Feedback	100 BBL employees and entrepreneurs from Metropolitan area 50 persons per session, 2 sessions	2 days for entrepreneurs from Metropolitan area		

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Bangkok Bank Public Company Limited

Train-the trainers in Business Plans for Small and Medium Enterprises - SMEs

A. BACKGROUND

The economic crisis in the past few years had a strong impact on Thai business, particularly to the large enterprises. From this stand point, the small and medium enterprises (SMEs) which are the real economic bases of the country have gained attention more gradually. Consisting of various kind of businesses, SMEs are expected to be the hub of the wheel that will drive and determine the strength of Thailand's economy if they are properly utilized.

Bangkok Bank (BBL) completely agreed with this initiative concept. To effectively support the adjustment process, to create the better understanding and knowledge on the sustainable development and to procure the long-term profit to the entrepreneurs, the seminars on "SMEs and the sustainable development" were held in regions such as Chiang Mai, Khon Ken, Songkhla, Chonburi and Ratchaburi provinces in June and July 1999. The seminars were considered a success widely welcomed from both the public and private sectors. Thus BBL realizes this demand and has plans to expand the continuous training in many Phases. The first phase will be "A Business Plan for SMEs" program for internal trainers and BBL customers.

B. PROJECT OBJECTIVES

The consultation between the contractor and the bank to agree with the work plan shall be processed.

The Bank's benefit

1. To develop internal trainers in the course "Train the Trainers Workshop - Business Plans for SMEs organized and certified by specialized and professional trainers.
2. To have knowledge transfer to BBL employees working in SME projects and SME entrepreneurs both in Bangkok metropolitan and provincial areas.
3. To standardize knowledge and skills in SME Business Plan preparation and analysis.

Customers' benefit

1. To develop and provide systematically to the SME entrepreneurs the guidelines for SME business plan preparation and analysis
2. To share knowledge and experiences between the SME entrepreneurs, the trainers, BBL Executives and employees.

C. PROJECT DESCRIPTION

Train-the-trainers

1. Conceptual framework on business plan
 - The vital role of business plan in the modern management;
 - the usefulness of business plan as a tools for bankers in evaluating SME projects
2. Structure of business plan (This section should give trainers a general conception on the

composition of business plans)

3. Composition of business plans

3.1 Executive summary

3.2 Background of SME projects

3.3 Marketing analysis and marketing plan

- Industrial structure
- Product characteristics, the strength and weakness of their products
- The target customers
- Evaluate demand of products and quality
- Estimate growth of product
- Market positioning

3.4 Technical analysis and production plan

3.5 Financial analysis and financial plan

- Cash Flow, estimated revenue and cost
- Financial statement analysis : payback period, break even point and net present value
- Financial projection in the next 5 years

4. Expected result : Trainers should be able to evaluate customers' plans as well as to assist or give consultation to customers in writing the business plan. The total participants will be 60 persons and there will be 3 sessions. (20 persons per session, 7 days per session).

5. For the Master Trainers, it will be 10 day course. The total participants will be 20 persons with only 1 session. The subject matter experts with good presentation skills and good English ability from the Credit Department will be selected to be participants in the course.

6. The course will be arranged for BBL employees working in the SME projects and the entrepreneurs both from Bangkok metropolitan and provincial areas (two sessions for metropolitan and 4 sessions for provincial areas). The 6 sessions will be treated as the pilot model for the trainers.

D. LANGUAGE ISSUES

1. The train-the trainers and the master trainers BBL trainers which will be selected to be the trainers and master trainers for the course have to be good in English both speaking and reading. But since the content of the course would be specialized and full of terminology, Thai language summaries should be required to provide the better and complete understanding for the trainers.

2. BBL employees working in the SME projects and the entrepreneurs both from Bangkok metropolitan and provincial areas. The main facilitator should be Thai and BBL trainers would also help in the workshop session.

E. TANGIBLE RESULTS

The deliverables of the project shall be as follows :

1. The individuals trained have the ability and skills to train others.
2. 5 sets of the Facilitator's Guides and Training Kits for the Trainers shall be completed and ready for use.

2/2/04

3. The Master Participant's Manual for the trainees shall be completed.
4. BBL employees working in SME projects and entrepreneurs both from Bangkok metropolitan and provincial areas shall be trained in 6 sessions with approximate 50 persons per session. The estimated total trained will be 300 persons.
5. Completed materials will be available for future training in the Bank.

F. SUSTAINABILITY OF ACTIVITIES

After the training courses are completed, BBL plans to have additional training activities for the sustainability of development as follows:

1. Develop 30 more internal trainers
2. For the Roll Out Phase, BBL employees working in the SME projects and the entrepreneurs both from Bangkok metropolitan and provincial areas will be trained in 18 regions, 50 persons per region. The estimated total trained would be 900 persons



UNITED STATES AGENCY FOR
INTERNATIONAL DEVELOPMENT
PHNOM PENH, CAMBODIA

USG
- 12/11
M. D.

FACSIMILE

TO: Hezekiah White FAX: 202-879-5607
Deloitte Touche & Tohmatsu

FROM: Sokunn Mealea Prak *SM* DATE: July 5, 2000
USAID/Cambodia

SUBJECTS: Contract No. PCE-I-00-99-00008-00, T.O #808
Bangkok Bank

REF: NO. OF PAGES: 3

Please find attached a copy the referenced Task Order No. 808. Please have an authorized official of your organization review/sign and date both cover pages and return it to us via fax as soon as possible, after which the Contracting Officer will countersign. The completed copy is being sent to you by e-mail attachment.

The original and hard copies will be sent to your office for your signature upon receipt of this signed faxed copy of the task order.

If you have any question, please contact Mrs. Aissatou Kane.

Thank you for your cooperation.

FROM : USAID/MANILA

PHONE NO. : 632+5224411

Jul. 05 2000 01:31PM P2

UNITED STATES OF AMERICA
AGENCY FOR INTERNATIONAL DEVELOPMENT

- 1. Country of Performance: Thailand
Adv. & Asst. Services Yes [] No [X]
- 2. Contract No. PCE-I-00-99-00008-00, Task Order No. 808
(Incorporating FAR and AIDAR Clauses)

NEGOTIATED PURSUANT TO THE FOREIGN ASSISTANCE ACT OF 1961,
AS AMENDED, AND EXECUTIVE ORDER 11223

- 3. CONTRACTOR (Name and Address):
Deloitte Touche & Tomatsu
555 12th Street, N.W.
Suite 500
Washington, DC 20004-1207
- 4a. ISSUING OFFICE:
USAID/Cambodia
Office of Procurement
Box P
APO 96546
- 4b. ADMINISTRATION OFFICE:
USAID/Cambodia
Box P
APO AP 96546

TIN: 52-1788-060
CEC:

- 5. TECHNICAL OFFICE:
ANE/SEA
Washington, D.C. 20523
- 6. PAYING OFFICE. SUBMIT INVOICE TO:
Controller
USAID/MANILA
PPO AP 96515

- 7. EFFECTIVE DATE:
July 10, 2000 ✓
- 8. ESTIMATED COMPLETION DATE:
September 29, 2000 ✓

- 9. ACCOUNTING AND APPROPRIATION DATA:
Request ID: 498-0001-3-00010
Activity Title: AERA (BKKB)
Organization ID:
Resource Category: (See page 2)
Account Number:
- Amount Obligated: US\$179,702
Ceiling Price: US\$179,702

10. The United States of America, represented by the Contracting Officer signing this Order, and the Contractor agree that: (a) this Order is issued pursuant to the Contract specified in Block 2 above and (b) the entire Contract between the parties hereto consists of this Order and the Contract specified in Block 2 above.

- 11a. NAME OF CONTRACTOR:
Deloitte Touche & Tomatsu
 - 11b. UNITED STATES OF AMERICA
Agency for International Development
- BY: Deloitte Touche & Tomatsu
NAME: Richard Andrews
TITLE: Managing Director
DATE:
- BY: USAID/Cambodia
NAME: Carey N. Gordon
TITLE: Contracting Officer
DATE:

AID 1420-61 (Rev. 10/97) **FORM FUNDS AVAILABLE** Page 1 of 6
AMOUNT: 179,702
ACCUMULATE

7 JUL 05 2000

RESERVED FOR
DATE: _____

WACS BY: Richard Andrews OK: _____
DATE: 7/5/00 OK: _____

---UNITED STATES OF AMERICA
AGENCY FOR INTERNATIONAL DEVELOPMENT

- 1. Country of Performance: Thailand
Adv. & Asst. Services Yes [] No [X]
- 2. Contract No. PCE-I-00-99-00008-00, Task Order No. 808
(Incorporating FAR and AIDAR Clauses)

NEGOTIATED PURSUANT TO THE FOREIGN ASSISTANCE ACT OF 1961,
AS AMENDED, AND EXECUTIVE ORDER 11223

- 3. CONTRACTOR (Name and Address):
Deloitte Touche & Tohmatsu
555 12th Street, N.W.
Suite 500
Washington, DC 20004-1207
- 4a. ISSUING OFFICE:
USAID/Cambodia
Office of Procurement
Box P
APO 96546
- 4b. ADMINISTRATION OFFICE:
USAID/Cambodia
Box P
APO AP 96546

TIN: 52-1788-060
CEC:

- 5. TECHNICAL OFFICE:
ANE/SEA
Washington, D.C. 20523
- 6. PAYING OFFICE. SUBMIT INVOICE TO:
Controller
USAID/MANILA
FPO AP 96515

- 7. EFFECTIVE DATE:
July 10, 2000
- 8. ESTIMATED COMPLETION DATE:
September 29, 2000

- 9. ACCOUNTING AND APPROPRIATION DATA:
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Activity Title: AERA (BKKB)
Organization ID:
Resource Category: (See page 2)
Account Number:
- Amount Obligated: US\$179,702
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- 11a. NAME OF CONTRACTOR:
Deloitte Touche & Tomatsu
- 11b. UNITED STATES OF AMERICA
Agency for International Development

BY: Deloitte Touche & Tomatsu	BY: USAID/Cambodia
NAME: Richard Andrews	NAME: Carey N. Gordon
TITLE: Managing Director	TITLE: Contracting Officer
DATE:	DATE:

UNITED STATES OF AMERICA
AGENCY FOR INTERNATIONAL DEVELOPMENT

- 1. Country of Performance: Thailand
Adv. & Asst. Services Yes [] No [X]
- 2. Contract No. PCE-I-00-99-00008-00. Task Order No. 808
(Incorporating FAR and AIDAR Clauses)

NEGOTIATED PURSUANT TO THE FOREIGN ASSISTANCE ACT OF 1961,
AS AMENDED, AND EXECUTIVE ORDER 11223

- 3. CONTRACTOR (Name and Address):
Deloitte Touche & Tomatsu
555 12th Street, N.W.
Suite 500
Washington, DC 20004-1207
- 4a. ISSUING OFFICE:
USAID/Cambodia
Office of Procurement
Box P
APO 96546
- 4b. ADMINISTRATION OFFICE:
USAID/Cambodia
Box P
APO AP 96546

TIN: 52-1788-060
CEC:

- 5. TECHNICAL OFFICE:
ANE/SEA
Washington, D.C. 20523
- 6. PAYING OFFICE. SUBMIT INVOICE TO:
Controller
USAID/MANILA
FPO AP 96515

- 7. EFFECTIVE DATE:
July 10, 2000 ✓
- 8. ESTIMATED COMPLETION DATE:
September 29, 2000 ✓

- 9. ACCOUNTING AND APPROPRIATION DATA:
Request ID: 498-0001-3-00010
Activity Title: AERA (BKKB)
Organization ID:
Resource Category: (See page 2)
Account Number:
Amount Obligated: US\$179,702
Ceiling Price: US\$179,702

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- 11a. NAME OF CONTRACTOR:
Deloitte Touche & Tomatsu
BY: *[Signature]*
NAME: Richard Andrews
TITLE: Managing Director
DATE: July 6, 2000
- 11b. UNITED STATES OF AMERICA
Agency for International Development
BY: *[Signature]*
NAME: Carey N. Gordon
TITLE: Contracting Officer
DATE: 10 July 2000

AID 1420-61 (Rev. 10/97) **FORM FUNDS AVAILABLE** AMOUNT: \$179,702 Page 1 of 6

RECEIVED
JUL 03 2000
OFFICE OF THE CONTRACTING OFFICER
USAID/CAMBODIA
APO 96546



UNITED STATES AGENCY FOR
INTERNATIONAL DEVELOPMENT
PHNOM PENH, CAMBODIA
No. 18, Street 228

Tel: (855-23) 217634 or 218074/75
Fax: (855-23) 217638

July 10, 2000

Richard Andrews
Deloitte Touche & Tohmatsu
555 12th Street, N.W.
Suite 500
Washington, D.C. 20004-1207

Subject: Bank Training Program in Thailand – BKKB

Reference: Contract No. PCE-I-00-99-00008-00, Task Order No. 808

Dear Mr. Andrews:

We are forwarding multiple copies of the above referenced task order for your signature. Please sign the cover page of each copy; retain one copy for your files, and return all other copies to this office, at the address below. Please note that we have used the same date (July 6, 2000) as used on the previous FAX copy of this document that you signed.

U.S. Mail

Carey N. Gordon
Grant/Agreement Officer
USAID/Cambodia
Box P
APO AP 96546

By Courier

Carey N. Gordon
Grant/Agreement Officer
USAID/Cambodia
No. 18 Street 228
Phnom Penh, Cambodia

Sincerely,

Carey N. Gordon
Contracting Officer

Deloitte Touche Tohmatsu
Emerging Markets
555 12th St NW, Suite 500
Washington DC 20015 USA

Tel: (202) 879-5656
Fax: (202) 879-5607
www.deloitte.com/emergingmarkets

**Deloitte
Touche
Tohmatsu**

USAID SEGIR Financial Services IQC

Contract No: PCE-1-00-99-00008-00

Uganda: Access to Financial Services

August 21, 2000 – August 31, 2001



ORIGINALS HAVE BEEN SENT VIA DHL COURIER

UNITED STATES AGENCY FOR INTERNATIONAL DEVELOPMENT

USAID / KAMPALA :
Agency for International Development
Washington D.C 20521 - 2190.

UGANDA ADDRESS :
USAID Mission to Uganda
P.O.Box 7007, Kampala , Uganda

August 21, 2000

Richard I. Andrews
Managing Director
Deloitte Touche Tohmatsu
555 12th Street, NW Suite 500
Washington, D.C. 20004
Fax No. 202-879-5607

Subject: Deloitte Touche Tohmatsu
Contract No..OUT-PCE-I-809-99-00008-00
Task Order No. 809

Dear Mr. Andrews:

You are hereby informed that John F. Lord is now the Contracting Officer,
USAID/Uganda.

Also, enclosed are three (3) sets of the subject document. Please sign all three in conformation with the faxed version, also enclosed, retain one copy for your files and return the two sets to the undersigned at:

Contracts Office
USAID/Kampala
Department of State
Washington, D.C. 20521-2190

or if hand carried or via Courier Service:

Contracts Office
USAID/Kampala
Plot 42 Nakasero Road
P.O. Box 7856
Kampala, Uganda

Sincerely,

Sam Nagwera
Acquisition Specialist

Encls: a/s

UNITED STATES OF AMERICA
AGENCY FOR INTERNATIONAL DEVELOPMENT

1. Country of Performance: Uganda Adv. & Asst. Services Yes [X] No []
2. Contract OUT-PCE-I-809-99-00008-00, Task Order No.809
(Incorporating FAR and AIDAR Clauses)

NEGOTIATED PURSUANT TO THE FOREIGN ASSISTANCE ACT OF 1961,
AS AMENDED, AND EXECUTIVE ORDER 11223

3. CONTRACTOR (Name and Address):
Deloitte Touche Tohmatsu
555 12th Street, NW Suite 500
Washington, D.C. 20004
- 4a. ISSUING OFFICE:
Contracts Office
USAID/Uganda
DOS/USAID, 2190 Kampala Place,
Washington, D.C. 20521-2190
- 4b. ADMINISTRATION OFFICE:
Same as in 4a. Above
- TIN: 52-1788060
DUNS: 87-769-8936

5. TECHNICAL OFFICE:
Patrick Rader
USAID/Uganda
Plot 42, Nakasero Road
P.O. Box 7856
Kampala, Uganda
6. PAYING OFFICE. SUBMIT INVOICE TO:
Controller
USAID/Uganda
DOS/USAID, 2190 Kampala Place,
Washington, D.C. 20521-2190

7. EFFECTIVE DATE:
See Block 11b
8. ESTIMATED COMPLETION DATE:
August 31, 2001

9. ACCOUNTING AND APPROPRIATION DATA:

Request ID: MAARD 617-0134-00-003 Amount Obligated: \$207,721.00
Activity Title: See section 1.2 Ceiling Price: \$207,721.00
Organization ID: Strategic Objective One
Resource Category: 410463
Account Number: See Section 1.4

10. The United States of America, represented by the Contracting Officer signing this Order, and the Contractor agree that: (a) this Order is issued pursuant to the Contract specified in Block 2 above and (b) the entire Contract between the parties hereto consists of this Order and the Contract specified in Block 2 above.

- 11a. NAME OF CONTRACTOR:
Deloitte Touche Tohmatsu
- BY: [Signature]
- NAME: Rich Andrews
- TITLE: Managing Director
- DATE: Aug 22/00
- 11b. UNITED STATES OF AMERICA
- Agency for International Development
- BY: [Signature]
- NAME: John F. Lord
- TITLE: Contracting Officer (PRM)
- DATE: 8/21/00

AID 1420-61 (Rev'd)

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1.1 BACKGROUND

In July 1998, USAID and Bank of Uganda (BOU) determined that an opportunity existed to develop an Export Credit Guarantee Scheme (ECGS). First Washington Associates Ltd., a consulting firm commissioned by USAID, reviewed existing analysis and the demand for the ECGS, and determined that a guarantee scheme was the appropriate vehicle to serve the needs of financing export development. In June 1999, phase one of the ECGS began with its establishment and capitalization with 2.465 billion Uganda shillings. During phase I, the BOU contracted First Washington Associates Ltd. to prepare the "Report on the Feasibility of Establishing A Pre-Shipment Export Credit Guarantee Scheme (ECGS) in Uganda March 2000." This task order will cover the phase II activities. Bank of Uganda's Development Finance Department (BOU/DFD) will manage the ECGS.

1.2 TITLE

Activity Title: Access to Financial Services

1.3 STATEMENT OF WORK

Phase two activities will:

- (i) Develop internal procedures and prepare the ECGS Operations Manual for the BOU/DFD (5 weeks)
- (ii) Train five BOU/DFD staff (3 weeks)
- (iii) Market ECGS, train the staff of participating commercial banks and oversee transactions (6 weeks)

This SOW calls for fourteen weeks of technical assistance and training. These fourteen weeks may be utilized over the course of the one-year life of this contract. All work described herein will adhere to the content and recommendations of the "Report on the Feasibility of Establishing a Pre-Shipment Export Credit Guarantee Scheme (ECGS) in Uganda March 2000." A copy of this document is available from the BOU or USAID/Uganda.

1. OPERATIONS MANUAL PREPARATION

The contractor, in consultation with BOU/DFD, will develop internal procedures and prepare the ECGS Operations manual. The operation manual will cover all aspects of the ECGS (processes, roles and responsibilities, performance standards, etc.) and the procedures will be written so that the BOU/DFD and other BOU departments have clear guidance on how to manage the ECGS.

2. TRAINING

In Washington, D.C., First Washington Associates Ltd. offers courses in export guarantee agencies (see "Catalog of Training Courses for Export Guarantee Agencies 2000-2001"). USAID/Uganda recommends that the following six course topics be covered in training courses provided by First Washington Associates Ltd. or another local training provider: (1) trade finance with emphasis on pre-shipment export support programs, (2) financial analysis including credit scoring, (3) MIS, (4) export credit institution management, (5) marketing and selling techniques for export credit programs, and (6) claims evaluation and recovery techniques.

These course topics represent the basics of what is required to knowledgeably manage the ECGS. The contractor shall ensure that training is provided for

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BOU/DFD staff that will have managerial or oversight function for the ECGS. The contractor shall provide at least one set of reference material on each of the six subject areas mentioned above. The reference material will reinforce what was learned in the classroom and will assist the BOU/DFD staff in the course of managing the ECGS. The contractor shall also establish contacts with the Berne Union and the International Association of Export Credit Agencies for the BOU.

The contractor shall arrange visits to international financial institutions such as the IMF, World Bank, and the International Finance Corporation, U.S. agencies including USAID and the Export/Import Bank, and the Washington offices of one or two major U.S. commercial banks.

The contractor shall assign a resident advisor to the BOU for six weeks after completion of the training program. The advisor will (i) train commercial bankers in basic credit evaluation and operation of the ECGS, (ii) assist with initial marketing of the ECGS to appropriate staff at commercial banks, exporter associations, and prominent exporters, and (iii) support the BOU in evaluation of any ECGS applications received during this period.

3. MARKETING OF THE ECGS AND TRAINING FINANCIAL INSTITUTION STAFF

In order to develop a volume of business that will generate a high level of fee income, the BOU must implement a highly effective marketing plan. The Uganda Export Promotion Board has estimated the number of non-traditional exporters at 200, with the majority of exports accounted for by less than 50 firms. There are over 17 commercial banks operating in Uganda, and one development bank (Development Finance Company of Uganda). In addition to export associations, these two groups are the target audience for the marketing campaign.

The contractor shall develop a detailed, one-year marketing plan that identifies the target groups and specific products/methods to address each group. This will include direct calls, media interventions, brochures, seminars, and workshops. The contractor shall specify which aspects of the marketing plan it will implement during the course of this task order and which will be the responsibility of the BOU and commercial banks. The marketing plan is a deliverable under this task order and is subject to BOU and USAID approval. Implementation of the marketing plan prior to the official opening of the ECGS is expected to be the primary responsibility of the contractor.

The contractor shall:

- Identify all potential customers of the ECGS. This will include, but is not limited to, commercial banks, exporters, and exporter associations.
- Develop a comprehensive, one-year marketing plan directed at the potential customers of the ECGS.
- Develop marketing materials (brochures, newspaper advertisements, etc.).
- Implement marketing plan leading up to the opening of the ECGS.
- This will include, but is not limited to, scheduling, planning, and holding seminars, placing advertisements in the media, implementing a direct mail campaign, and cold calls.
- Publicize significant events (e.g. issuance of the first guarantee, first guarantee to a new market, or the first claims payment).

(3) Method of Payment

Payment shall be made in accordance with the clauses of this contract entitled "Payments under Time-and-Materials and Labor-Hour Contracts" (FAR 52.232-07), "Payments under Time-and-Materials and Labor-Hour Contracts" (AIDAR 752.232-07), and other applicable terms and conditions of this contract.

(4) Payment Office

The payment office designated on the Cover Page of this task order shall make the payments.

1.6. REPORTS

REPORTING REQUIREMENTS

- i Within 3 calendar days after mobilization, the contractor shall prepare an initial work plan with the BOU/DFD, which provides a detailed set of actions to be taken by the contractor over the life of the task order to fulfill the tasks enumerated. BOU/DFD and USAID/Uganda will approve this work plan.
- ii The contractor shall submit training status and evaluation reports to BOU/DFD and USAID/Uganda at the end of each activity phase. The reports shall be comprehensive, concise, and at a minimum each report shall contain: 1) a brief narrative statement on progress against deliverables and/or completion, 2) proposed changes or refinements to the task order or work plan, 3) problems or obstacles encountered, 4) any other developments or events which have the potential to significantly affect performance or progress toward targets, and 5) training session reports that contain details on number of participants, evaluation, and adoption/assimilation. The reports shall discuss interaction with the counterpart, and any necessary alterations to the work plan and initial timetable.
- iii A detailed completion report that highlights accomplishments against the work plan and gives the final status of benchmarks and results will be submitted not more than 30 days after completion of this assignment. This report will evaluate the achievement of results and shall also recommend follow-on work needed.

The Contractor shall submit one copy of all reports to the following:

Patrick O. Rader
Private Enterprise Officer
USAID/Uganda
Plot 42 Nakasero Road
P.O. Box 7856, Kampala

Penny Farley
SEGIR/FS Component Manager
G/EG/EM, SA-2
Washington, D.C. 20523

Richard Apire
Director, Development Finance
Department
Bank of Uganda,
P.O. Box 7120, Kampala

The Contractor shall submit two (2) copies of the completion report to U.S. Agency for International Development; PPC/CDIE/DI; Washington, D.C. 20523

Reports:

Performance monitoring reports (PMR's):

- a) The Contractor shall submit performance reports summarizing progress of the major activities in process during the period in relation to the requirements of the contract, indicating any problems encountered, and proposing remedial actions as appropriate.
 - (i) Performance reports shall be submitted within 30 days of the three-month periods (calendar quarters) ending on March 31, June 30, September 30, and December 31.
 - (ii) The contractor shall submit the reports to the CTO identified in Section G of the Schedule, who will forward the reports to the responsible Contracting Officer.

The contractor shall promptly notify the Contracting Officer and CTO of any problems, delays, or adverse conditions, which materially impair the contractor's ability to meet the requirements of the contract.

Contract Quarterly Financial Report

The contractor shall submit a quarterly financial report to the USAID/W CTO and the cognizant USAID/W Contracting Officer. The quarterly financial report shall include the following information in the following format:

Contract No.: _____

Contractor's Name: _____

Task Order No.	Authorized Expend.	Actual Expend.	Balance	Est. Compl. Date	Actual Compl. Date	Balance in Days + / (-)
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TOTAL

Language of Reports and Other Deliverables

All reports and other deliverables shall be in the English language, unless otherwise specified by the USAID/W CTO or in a task order.

752.242-70 PERIODIC PROGRESS REPORTS (July 1998)

- a) The contractor shall prepare and submit progress reports as specified in the Schedule of this contract. These reports are separate from the interim and final performance evaluation reports prepared by USAID in accordance with (48 CFR) FAR 42.15 and internal Agency procedures, but they may be used by USAID personnel or their authorized representatives when evaluating the contractor's performance.
- b) During any delay in furnishing a progress report required under this contract, the contracting officer may withhold from payment an amount not to exceed US\$25,000 (or local currency equivalent) or 5 percent of the amount of this contract, whichever is less, until such time as the Contracting Officer determines that the delay no longer has a detrimental effect on the Government's ability to monitor the Contractor's progress.

1.7. TECHNICAL DIRECTIONS

Technical Directions during the performance of this task order shall be provided by the Cognizant Technical Officer as stated in Block 5 of the cover page pursuant to Section F of the contract.

1.8. TERM OF PERFORMANCE

- a. Work shall commence on the date noted in Block 7 of the cover page. The estimated completion date is reflected in Block 8 of the cover page.
- b. Subject to the ceiling price of this task order and the prior written approval of the Technical Officer (see Block No. 5 on the Cover Page), the contractor may extend the estimated completion date, provided that the extension does not cause the elapsed time for completion of the work, including the furnishing of all deliverables, to extend beyond 30 calendar days from the original estimated completion date. Prior to the original estimated completion date, the contractor shall provide a copy of the Technical Officer's written approval for any extension of the term of this task order to the Contracting Officer; in addition, the contractor shall attach a copy of the Technical Officer's approval to the final voucher submitted for payment.
- c. It is the contractor's responsibility to ensure that the Technical Officer-approved adjustments to the original estimated completion date do not result in costs incurred that exceed the ceiling price of this task order. Under no circumstances shall such adjustments authorize the contractor to be paid any sum in excess of the task order.
- d. Adjustments that will cause the elapsed time for completion of the work to exceed the original estimated completion date by more than 30 calendar days must be approved in advance by the Contracting Officer.

1.9. LABOR DAYS ORDERED

a.1 Name & Functional Labor Category/Level	Fixed Daily Rate (A)	NO. of Days LOE (B)	Total (AXB)
LABOR			
Commercial Banking Specialist Level I Edward A. Green.	\$1,236.00	37	\$ 45,732.00
Commercial Banking Specialist Level I John W. Lentz.	\$1,236.00	37	\$ 45,732.00
Financial Analyst/ Project Coordinator Level II Charu Adesnik.	\$731.00	5	\$ 3,655.00
Total Labor		79	\$ 95,119.00

- a. Mr. John W. Lentz and Mr. Edward A Green are designated as key personnel pursuant to Section F of the basic contract.

- b. Subject to the ceiling price established in this task order and the prior written clearance of the Technical Officer and prior written approval of the Contracting Officer, the contractor may adjust the number of workdays actually employed in the performance of the work by each position specified in this order. The contractor shall attach a copy of the approval to the final voucher submitted for payment.
- c. It is the contractor's responsibility to ensure that the Technical Officer-approved adjustments to the workdays ordered for each functional labor specialist do not result in costs incurred which exceed the ceiling price of this task order. Under no circumstances shall such adjustments authorize the contractor to be paid any sum in excess of the ceiling price.
- d. The fixed daily rates established in this task order are not subject to revision.
- e. Pending establishment of revised provisional, final, revised predetermined indirect cost rates for each of the contractor's accounting periods which will apply to this contract, 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.

Description	Rate	Base	Type	Period
G&A	8.00%	1/	1/	1/

1/ Base of application: Total Costs Excluding G&A Costs
 Type of Rate: Provisional
 Period: Contract award - Until amended

1.10. CEILING PRICE

The contractor shall not be reimbursed costs incurred in excess of the obligated amount.

For Workdays Ordered	\$95,119.00
For Other Direct Costs	\$86,253.00
For Indirect costs	\$26,349.00
Ceiling Price	\$207,721.00

The Contractor shall not be paid any sum in excess of the ceiling price.

1.11. USE OF GOVERNMENT FACILITIES AND PERSONNEL

- (a) The contractor and any employee or consultant of the contractor is prohibited from using U.S. Government facilities (such as office space or equipment), or U.S. Government clerical or technical personnel in the performance of the services specified in the task order, unless the use of Government facilities or personnel is authorized in advance, in writing, by the Contracting Officer.
- (b) If at any time it is determined that the contractor, or any of its employees or consultants, have used U.S. Government facilities or personnel either in performance of the contract itself, or in advance, without authorization in, in writing, by the Contracting Officer, then the amount payable under the contract shall be reduced by an amount equal to the value of the U.S. Government facilities or personnel used by the contractor, as determined by the contracting officer.

(c) If the parties fail to agree on an adjustment made pursuant to this clause it shall be considered a "dispute" and shall be dealt with under the terms of the "Disputes" clauses of the contract.

1.12. DUTY POST

The Duty Post for this task order is Uganda.

1.13. ACCESS TO CLASSIFIED INFORMATION

The Contractor shall not have access to classified information.

1.14. LOGISTIC SUPPORT

The contractor shall be responsible for all logistic support needed to successfully complete the contract.

1.15. WORKWEEK

The contractor is authorized up to a six-day workweek in the field with no premium pay.

1.16. AUTHORIZED GEOGRAPHIC CODE

The authorized geographic code for procurement of goods and services under this order is 935.

1.17. SPECIAL PROVISIONS

(i) LIMITATION ON LEVEL OF EFFORT (March 1996)

The contractor shall notify the Contracting Officer in writing when the contract or any task order awarded under the contract is expected to exceed 75% of the estimated level of effort (LOE) specified in either the Schedule or on the task order. Along with the written notice, the contractor shall provide the contracting officer with a revised estimate of the total LOE. Project approvals, technical orders or other direction from the project office do not constitute authorization to increase, decrease or redistribute LOE. The Government is not obligated to reimburse the contractor for any actions that increase, decrease or redistribute LOE unless such actions have been authorized in writing by the contracting officer.

In the event that direct labor days in excess of the LOE are required to accomplish the work, such additional effort will be treated as new procurement except in limited situations in which the "Changes" clause may be applicable.

In the event fewer days of LOE are used than authorized originally or by modification, the contracting officer has the option to extend the period of performance for any additional period of time not exceeding 90 days to allow the contractor to furnish the LOE specified in the contract schedule. Such extensions shall not exceed any established funding ceilings or other terms and conditions and is for the sole purpose of allowing the contractor to utilize the LOE.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. One (1)	3. EFFECTIVE DATE See Block 16c	4. REQUISITION/PURCHASE REQ. NO. MAARD No. 617-0134-00-003/A1		5. PROJECT NO. (If applicable) 617-0134	
6. ISSUED BY CODE		7. ADMINISTERED BY (If other than Item 6)		CODE	
Contracts Office DOS/USAID 2190 Kampala Place Washington, D.C. 20521-2190		Same as Item 6			
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP code) Deloitte Touche Tohmatsu 555 12th Street, NW Suite 500 Washington, D.C. 20004			9A. AMENDMENT OF SOLICITATION NO.		
			9B. DATED (SEE ITEM 11)		
			10A. MODIFICATION OF CONTRACT/ORDER NO. X OUT-PCE-I-809-99-00008		
			10B. DATED (SEE ITEM 13) 08/21/2000		
CODE		FACILITY CODE			

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended. Offerors must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)
See Page 2

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAA of 1961, as amended and E.O. 11223 and 12163
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return 3 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is to: 1) revise the Statement of Work to add a sixth person in the training program; 2) increase the Ceiling Price by \$4,496.00; and 3) obligate \$4,496.00 to fully fund the task order

Accordingly, specific changes are effected as follows: See continuation pages

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Richard Archibus Acquiring Director		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) JOHN F. LORD CONTRACTING OFFICER	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED Dec/19/2000	16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)	16C. DATE SIGNED 12/20/00

NSN 7540-01-152-8070
PREVIOUS EDITION UNUSABLE

30-105

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

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Specific changes are:

1. Cover Page, Item No. 9, Accounting and Appropriation Data, revise as follows:

"Amount Obligated: \$212,217.00
Ceiling Price: \$212,217.00"

2. Section 1.4, Statement of Work, line (ii), revise as follows:
"(ii) Train Six BOU/DFD staff (3 weeks).

3. Section 1.4, Accounting and Appropriation Data, ADD the following data:

"MAARD No. 617-0134-00-003/A1
Appropriation: 72X1021
Account Number: GDV9-99-21617-KG13
Earmark Number: P995048
Amount obligated: \$4,496.00"

4. Section 1.10, Ceiling Price, revise as follows:

"For Workdays Ordered \$95,119
For Other Direct Costs \$90,416
Indirect Costs (G&A) \$ 26,682
CEILING PRICE \$212,217"

All other terms and conditions remain unchanged.