

**PART I - THE SCHEDULE****SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS****B.1 PURPOSE**

The purpose of this contract is to procure and provide technical and other assistance to strengthen local administrations, civic institutions and processes in Iraq. Activities will respond to a broad range of challenges in sub-national administration, democratic institutions and processes, civil society development, and citizen participation in local governance and access to services.

**B.2 CONTRACT TYPE**

This is a Cost-Plus-Fixed-Fee (CPFF) Level of Effort term contract. For the consideration set forth below, the Contractor shall provide the deliverables or outputs described in Section C.

**B.3 SUPPLIES AND SERVICES**

For the consideration set forth below, the Contractor shall, during the period specified in Section F. of this contract, provide the following services and deliver the following reports and other deliverables:

(a) Services

The contractor shall provide the total workdays of direct employee, consultant and/or subcontract labor as set forth in Schedule B, to perform the Statement of Work as further described in Section C. of this contract.

(b) Reports and Other Deliverables

The Contractor shall deliver the quantities or reports and other deliverables as specified in Section C. and F. of this contract.

**B.4 ESTIMATED COST, FIXED FEE, AND OBLIGATED AMOUNT**

(a) The total estimated cost for the performance of the work required hereunder, exclusive of fixed fee, is (b)(4) The fixed fee, if any, is \$ (b)(4) The total estimated cost plus fixed fee is \$167,973,016.

(b) Within the estimated cost plus fixed fee (if any) specified in paragraph (a) above, the amount currently obligated and available for reimbursement of allowable costs incurred by the Contractor (and payment of fee, if any) for performance hereunder is \$7,900,000. The Contractor shall not exceed the aforesaid obligated amount.

(c) The funds currently available and obligated under this contract are \$7,900,000. and are anticipated to be sufficient for two months. The Contractor shall not exceed this amount unless approved in writing by the Contracting Officer as provided in the clause of this contract entitled "Limitation of Cost."

SECTION B

<b>CLIN 0003 - OTHER DIRECT COSTS</b> (Includes Vehicle Purchase, travel, communications and other ODC's) TOTAL ESTIMATED COST CLIN 0003	BASE PERIOD \$ (b)(4)	OPTION YR 1 \$ (b)(4)	OPTION YR 2 \$ (b)(4)
<b>CLIN 0004 - SUB-GRANTS TO NGO'S</b> TOTAL ESTIMATED COST CLIN 0004	BASE PERIOD \$ (b)(4)	OPTION YR 1 \$ (b)(4)	OPTION YR 2 \$ (b)(4)
<b>CLIN 0005 - CCN/TCN LABOR COSTS</b> TOTAL ESTIMATED COST CLIN 0005	BASE PERIOD \$ (b)(4)	OPTION YR 1 \$ (b)(4)	OPTION YR 2 \$ (b)(4)
<b>CLIN 0006 - SUBCONTRACTS</b> TOTAL ESTIMATED COST CLIN 0006	BASE PERIOD \$ (b)(4)	OPTION YR 1 \$ (b)(4)	OPTION YR 2 \$ (b)(4)
<b>CLIN 0007 - CONSULTANT LABOR</b> TOTAL ESTIMATED COST CLIN 0007	BASE PERIOD \$ (b)(4)	OPTION YR 1 \$ (b)(4)	OPTION YR 2 \$ (b)(4)
<b>CLIN 0008 - OVERHEAD</b> TOTAL ESTIMATED COST CLIN 0008	BASE PERIOD \$ (b)(4)	OPTION YR 1 \$ (b)(4)	OPTION YR 2 \$ (b)(4)
<b>CLIN 0009 - G&amp;A</b> TOTAL ESTIMATED COST CLIN 0009	BASE PERIOD \$ (b)(4)	OPTION YR 1 \$ (b)(4)	OPTION YR 2 \$ (b)(4)
<b>TOTAL ESTIMATED COST</b> (CLIN 0001-0009)	BASE PERIOD \$ (b)(4)	OPTION YR 1 \$ (b)(4)	OPTION YR 2 \$ (b)(4)
<b>CLIN 00010 - FIXED FEE</b> TOTAL ESTIMATED COST CLIN 00010	BASE PERIOD \$ (b)(4)	OPTION YR 1 \$ (b)(4)	OPTION YR 2 \$ (b)(4)
<b>TOTAL ESTIMATED COST PLUS</b> <b>FIXED FEE</b> (CLIN 0001-0010)	BASE PERIOD \$ 167,973,016	OPTION YR 1 \$ 147,682,693	OPTION YR 2 \$ 150,414,799

B. 5. (c) The Contractor also agrees to furnish data which the Contracting Officer may request on costs expended or accrued under this contract in support of the budget information provided herein.

**B.6 INDIRECT COSTS (DEC 1997)**

Pending establishment of revised provisional or final indirect cost rates, allowable indirect costs shall be reimbursed on the basis of the following negotiated provisional or predetermined rates and the appropriate bases

Description	FY03	FY04	FY05	FY06	Base	Type	Period
			(b) (4)			1/	1/
			(b) (4)			2/	2/
			(b) (4)			3/	3/
			(b) (4)			4/	4/

1a/Base of Application: (b) (4)  
 Type of Rate: Predetermined/Provisional  
 Period: 10/01/02 - 09/30/03  
 1b Period 10/01/03- 10/01/04 1c period 10/01/04-10/01/05 1d period 10/01/05-10/01/06  
 2a/Base of Application: (b) (4)

Type of Rate: Predetermined/Provisional  
 Period: 10/01/02 - 09/30/03  
 2b Period 10/01/03- 10/01/04 2c period 10/01/04-10/01/05 2d period 10/01/05-10/01/06  
 3a/Base of Application: (b) (4)  
 Type of Rate: Predetermined/Provisional  
 Period: 10/01/02 - 09/30/03

3b Period 10/01/03- 10/01/04 3c period 10/01/04-10/01/05 3d period 10/01/05-10/01/06  
 4a/Base of Application: (b) (4)

Type of Rate: Predetermined/Provisional  
 Period: 10/01/02 - 09/30/03  
 4b Period 10/01/03- 10/01/04 4c period 10/01/04-10/01/05 4d period 10/01/05-10/01/06

**B.7 ADVANCE UNDERSTANDING ON CEILING INDIRECT COST RATES AND FINAL REIMBURSEMENT FOR INDIRECT COSTS**

(a) For each of the contractor's accounting periods during the term of this contract, the parties agree as follows:

1. (a) The distribution base for establishment of final overhead rates is (b) (4)

(b) (4)

2 The contractor will make no change in its established method of classifying or allocating indirect costs without the prior written approval of the contracting officer.

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

Description	FY03	FY04	FY05	FY06
-------------	------	------	------	------

(b)(4)

Reference respective accounting period specified in B.6. **INDIRECT COSTS.**

4. The government shall not be obligated to pay any additional amount on account of indirect costs above the ceiling rates established in the contract. This advance understanding shall not change any monetary ceiling, cost limitation, or obligation established in the contract.

#### **B.8 COST REIMBURSABLE**

The U.S. dollar costs allowable shall be limited to reasonable, allocable and necessary costs determined in accordance with FAR 52.216-7, Allowable Cost and Payment, FAR 52.216-8, Fixed Fee, if applicable, and AIDAR 752.7003, Documentation for Payment.

#### **B.9 PAYMENT**

Payment shall be made in accordance with the clauses of this contract entitled "Allowable Cost and Payment" (FAR 52.216-07), "Prompt Payment" (FAR 52.232-25), "Electronic Funds Transfer" (FAR 52.232-28), "Documentation for Payment" (AIDAR 752.7003), and, if applicable, "Fixed Fee" (FAR 52.216-08) and "Letter of Credit Advance Payments" (AIRDAR 752.232-70).