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PLANNING AND IMPLEMENTATION GUIDE

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17 March 1988

MEMORANDUM FOR DISTRIBUTION

SUBJECT: Africa Civic Action Implementation Guide

This Implementation Guide was developed by ISA/AFR in concert with DSAA, the Corps of Engineers, and the Department of State to provide Country Teams with a general understanding of the three subprograms which comprise the Africa Civic Action program (African Coastal Security, Military Civic Action, and Military Health Affairs) and to provide general guidance to assist in implementing and managing projects in one or more of the subprograms.

The guide is intended to provide posts sufficient information to conceptualize and implement a modest civic action program with minimal outside assistance. It is expected, however, that individual posts will seek additional information, as needed, from the Department of State, the ISA/AFR program managers, DSAA, and post's respective Unified Command. This guide is not intended to replace the Security Assistance Management Manual (SAMM), which is the official DoD directive governing all security assistance matters. In the event this guide and the SAMM conflict on any point, the provisions of the SAMM will govern.

We would be grateful for any comments on the guide as well as suggestions for additional information which might be included.

Suggestions or comments of any kind may be forwarded to LTC Bob Hess at the address below.

VINCENT D. KERN
Director
Africa Region

LTC Robert W. Hess
OASD/ISA/AFR
Room 4B746, The Pentagon
Washington, DC 20301-2400
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AFRICA CIVIC ACTION

PLANNING AND IMPLEMENTATION GUIDE

INDEX

- I. Program Description
- II. Project Development
- III. Project Selection Process
- IV. Fiscal and Procurement Procedures
- V. Management Functions
- VI. Representative Projects
- VII. Past Problem Areas
- VIII. Program Administrative Forms
- IX. Program Management Personnel



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Availability Codes	
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INTRODUCTION

The Africa Civic Action program is intended to assist African military establishments to undertake activities which will directly benefit their civilian populations. The program, although implemented by DoD, is part of the State Department foreign assistance program and ideally will complement the efforts of already existing national infrastructure or coastal security programs, or complement activities already sponsored by USAID, PVOs (private voluntary organizations), or other assistance agencies. This guide is designed to describe the elements of the Africa Civic Action program and explain the procedures required by the Foreign Military Sales system. The guide is based on several years' program experience and draws on input from the organizations which have been most involved in establishing and nurturing the program during its first three years. It is intended to ease as much as possible the in-country management burden of the program; however, the guide is not all inclusive and is intended to be supplemented with program management by the Unified Commands, the involved Washington agencies, and the Military Service case manager. It is not intended to replace the Security Assistance Management Manual (SAMM) published by DSAA, and should the Implementation Guide vary with the SAMM on any point, the provisions of the SAMM will govern. Civic Action projects will continue to require extensive management by the concerned Country Teams. Despite this workload, experience over the past several years clearly indicates that embassies and the host nations which have implemented projects strongly support the program. OASD/ISA/AFR would be grateful for any comments users would care to provide concerning the content and utility of the guide. The POC is LTC Robert W. Hess, Civic Action Program Manager, OASD/ISA/AFR, Room 4B746, The Pentagon, Washington, DC, 20301-2400, (202) 697-9753.

SECTION I

PROGRAM DESCRIPTION

I. General. The following three short sections describe each of the three subprograms, Military Civic Action (MCA), African Coastal Security (ACS), and Military Health Affairs (MHA). Each of the subprograms focuses on different objectives and have different approval criteria. They all share, however, the same funding source, the Africa Civic Action Military Assistance Program (MAP) budget line in the Foreign Assistance Act. Since all three programs are funded by the same source, the Host Nation and the Country Team must carefully address the priority to be placed on proposed projects and which subprograms best serve their needs and capabilities. Note that when the Unified Command prepares its annual list of proposals from the Country Teams in its area of responsibility for submission to OASD/ISA/AFR and State, it will present one combined list. The Country Team should feel free to contact their Unified Command for assistance in developing program proposals. Additional program information and assistance on any of the three subprograms can be obtained either from the Unified Command, the OASD/ISA/AFR program managers, State AF, PM and AF/RA, or DSAA Operations. The Army Corps of Engineers in Winchester, Virginia provides program engineering technical advice for all subprogram construction projects (MCA, ACS, and MHA). Assistance on MHA projects will come primarily from the OASD/ISA/AFR program manager, while ACS projects are best assisted by either the Navy or Coast Guard. Program managers for all action agencies are listed in Section IX.

II. Military Civic Action (MCA)

A. The Military Civic Action program for Africa is aimed at expanding the involvement of African armed forces in the nation-building process by providing the training and materials needed for African governments to use their armed forces for developmental purposes. The program has the potential to link the legitimate security needs of African nations with needed economic development. The program had its genesis with studies conducted or sponsored by OASD/ISA in 1983 concerning the possibility of encouraging African military establishments to undertake or intensify their efforts to benefit the civilian sectors of their populace.

B. The MCA program is funded entirely by MAP funds, which are grants provided to finance agreements implemented under the Foreign Military Sales (FMS) program. Assistance provided under the program normally consists of technical advice and training, consumables (such as spare parts for engineering equipment and fuels), and building materials. In some instances construction

equipment is provided. This is, however, an exception since such equipment is expensive and reduces project scope. When equipment is provided, normally it is tied to plans by the recipient country to conduct follow-on projects which will use this equipment in support of program objectives.

C. MCA program implementation and management will be discussed in greater detail in later sections; however, there are several key guidelines which must be adhered to:

1. Since the FMS program may only be provided to African militaries, all assistance must be to the military, and normally all work must be completed by the armed forces.
2. Projects may be exclusively for the benefit of the civil populace or "dual use," that is, they may benefit both the civilian and the military sectors, but they must have a primary benefit to the civilian populace.
3. Projects should not compete with the private sector and may not have any commercial or profit-making aspect.
4. Projects are conducted as a cooperative effort between the U.S. and the host nation. The U.S. will provide materials and technical assistance and possibly some equipment; the host nation military is expected to provide the manpower and most or all the equipment needed for project implementation.
5. Monies authorized for project execution must be obligated and expended by an agency of the U.S. Government. No money may be provided directly or indirectly to the host government. This applies to all categories of projects.
6. Cooperative efforts with allies may be mutually beneficial and should be pursued where possible.

D. Projects may fall into categories such as education, public works, agriculture, transportation, communications, and health and sanitation. Projects to date include the reconstruction of an airfield in a remote region of Niger; construction of clinics in Malawi, Cote d'Ivoire, and Rwanda; the erection of a bridge on a key transportation route in Mauritania; and the provision of engineering spare parts and equipment to Sierra Leone, Rwanda, and Togo. Any project can be considered if it meets the program guidelines and falls within an appropriate category as noted above. Ideally, project conception would originate with the host nation; however, the Unified Commands and the Corps of Engineers are available to assist the field in developing proposals.

5. The program has been quite successful to date, and the African response has been enthusiastic. Implementation has been slower than expected, however, due to delays in technical aspects of project planning and procedural requirements in the U.S. While the MCA program places a management burden on U.S. Embassies where no security assistance or attache personnel are assigned, we believe the potential benefits of the program are significant, and expect the program to remain popular with African countries.

III. African Coastal Security (ACS)

A. African Coastal Security is designed to help selected African littoral states enhance their ability to control their coastal waters and maritime resources. Its initial focus is on conserving the fish resources off west Africa. The ACS program has been developed over a three-year period by the Department of Defense in close coordination with other U.S. Government agencies. The program provides training, technical assistance, advisory services, and limited amounts of equipment needed to fill gaps in the recipients' ability to perform a coastal security mission. ACS is not intended to provide combat vessels and aircraft except on an exception basis. It is intended, however, to assist in developing and exercising the coastal states' existing capabilities for maritime reconnaissance and law enforcement in fisheries protection, anti-smuggling, search and rescue, and pollution control.

B. Basic principles, guidelines, and constraints which apply to ACS are:

1. Funding likely will be very limited, probably on the order of only \$2M to \$3M per year.

2. Normally, MAP financing is provided for acquisition of major end items. Due to the limited funding of this program, procurement of major items of equipment will be deferred in favor of making better use of existing assets. Exceptions are possible, however, depending on the circumstance. This was the case in Sierra Leone where a patrol boat was provided because of the rapid depletion of the country's extensive fish resources and their rapid depletion by foreign fishing fleets.

3. Over the long term, we view the problem as a regional one. The resources are regional, and fishing fleets move readily across national boundaries. Thus data must be collected and shared on a regional basis. Ideally, therefore, the program would be oriented on regional cooperation. We accept, however, that a regional approach in the near to mid-term will be severely constrained by realities in Africa. In terms of practical planning and execution, we expect initially

to be bound mainly by what can be accomplished informally on a bilateral basis.

4. We acknowledge the need to coordinate our general approach and particular projects closely with other concerned states particularly given the paucity of program resources.

5. And, as was the case for MCA, we are bound by U.S. law to extend assistance only to military organizations.

C. The ACS program complements other U.S. bilateral security assistance programs which are aimed at improving the capabilities of African navies. Cameroon, Guinea, and Equatorial Guinea are obtaining or have obtained (through commercial purchase or U.S. grants or credits) patrol craft to improve their inventories and enable them to patrol and monitor their riverine and coastal waters more effectively. The ACS, MAP, and IMET programs form a solid basis for improving the infrastructure, materiel, and professionalism of African coastal navies, to include enhancing their ability to prevent predatory fishing by foreign distant water fishing fleets. The program may be expanded to other coastal regions of Africa with fisheries resources as projects are validated and additional funds become available.

III Military Health Affairs (MHA)

A. The Military Health Affairs program is designed to provide medical assistance to military forces in sub-Saharan Africa. Throughout the continent, both civilian and military medical infrastructure is woefully inadequate to meet the needs of the populace. Through the MCA component of the Africa Civic Action program, we are providing necessary materiel for clinic construction and rehabilitation in Cote d'Ivoire, Malawi, Mali, Rwanda, and Senegal; helping the Ghanaian Armed Forces improve a water system at the military hospital in Accra; providing medical supplies for use in conjunction with a military exercise in Zaire; and supplying Botswana with five ambulances and a disaster relief vehicle.

B. The MHA program broadens the Africa Civic Action program to include health affairs projects not necessarily linked to provision of services to the host nation's population. Examples of such undertakings would be military MTT's specifically designed to upgrade the medical skills of military specialists or to assist the foreign military in the institution of a field medical and evacuation system. Requests for military field equipment for the individual soldier such as combat surgeons kits, basic bandages, or antiseptics are envisioned. Though it appears most clinics in sub-Saharan Africa serve at least some non-military patients, these health affairs projects would not be required to benefit a civilian population.

C. The MHA program is in the developmental stage, so posts with possible projects should contact the ISA/AFR program manager for assistance. The Unified Command Headquarters also can provide assistance in developing proposals.

SECTION II

PROJECT IDENTIFICATION, DEVELOPMENT, AND SUBMISSION

I. General. The Country Team plays a key role in project identification. Using this guidebook, as well as amplification from the Unified Command, DoD, and State, the Country Team should explain the program to appropriate host nation military officials and political leaders, and solicit appropriate projects which are within the capability of the host nation military to implement.

A. For MCA, most projects will likely involve construction by the host nation military engineers. The host nation military should have all or most of the equipment needed to implement the proposed project, and ideally the technical expertise as well. Because engineer equipment is usually very expensive, we strictly limit its purchase in order to devote funds directly to the project. Some funds can, however, be used to provide spare parts and fuels to operate equipment already on hand. Given limited program funding, projects for which the host nation is already equipped will stand a better chance of approval.

B. DoD can and will provide needed technical assistance both in the planning and execution stages; however, the Country Team must consider the costs involved in having U.S. personnel on temporary duty (TDY) in country for lengthy periods of time. Additional planning assistance can be requested from the post's Unified Command headquarters.

C. For ACS, planning assistance to date has been provided by the Unified Command headquarters, the U.S. Coast Guard, and the US Navy. Because of the technical nature of the ACS program this will continue, and posts proposing ACS projects can expect to receive considerable outside assistance.

D. Projects ideally would be conceptualized by the host nation and would thus represent a real need. We recognize, however, that in the start-up phase host nation projects will often be in response to Country Team suggestions. Remember the following general guidelines in discussing the various programs:

1. MCA

a. The project must have a primary benefit to the civilian populace.

b. The host nation military must implement the project, although the U.S. can provide needed technical assistance. Normally, no subcontracting to civilian firms is authorized.

c. Although the project is generally conducted as a U.S.-host nation cooperative effort, the primary responsibility for planning and completion should rest with the host nation military.

d. U.S. involvement is aimed at providing the resources for the host nation to implement the project.

e. There are specific restrictions on the use of MAP funds: they may not pay for per diem or travel expenses for host nation personnel; they generally may not be used to pay for "subcontracted" labor or work costs--although this may be considered in very exceptional cases; no local procurement of materials or services other than that specified in the Letter of Offer and Acceptance (LOA) which funds the case is authorized--LOAs will be discussed in a later section.

f. The project must not be in competition with private firms or conflict with projects proposed or underway through USAID or other organizations, and can have no commercial or profit-making aspect.

2. ACS

a. ACS planning should generally avoid the procurement of patrol boats and aircraft due to high cost and low program funding levels. Ideally, we would like to repair boats and aircraft worth saving and provide increased communications and surveillance capabilities, e.g., radar, to already operational platforms.

b. The primary focus is on making better use of existing assets. This could be accomplished through training and advice provided in country by U.S. Navy or Coast Guard personnel or through CONUS training, either ACS, MAP, OR IMET-funded.

c. The modest construction or improvement of shore facilities to support coastal security activities is acceptable.

d. Over the long term, we are seeking to encourage the development of a cooperative approach to fisheries surveillance and enforcement between neighboring countries.

3. Military Health Affairs

a. MHA aims at providing health assistance directly to African military establishments.

b. While benefit to the local civilian populace is not essential, it is certainly desirable.

c. Projects can include the provision of equipment, medical supplies, medical services, or training.

d. As with the other Africa Civic Action sub-programs, the primary emphasis is on helping African militaries help themselves.

II. Procedural Steps

A. Discuss the program with host nation military personnel, making clear that the Africa Civic Action program is subject to annual funding by Congress and that they will be in competition with other countries for project funding.

B. It is very important that the host nation understand from the beginning the limitations on civic action monies and the fact that it will be a host nation project with the U.S. providing materials and technical expertise.

C. Determine if the host nation has the capability to implement the project and be certain that in the case of MCA there is a direct, tangible benefit to the civilian populace. The Unified Command or the program manager at ISA/AFR can provide assistance.

D. Forward a message summary of the project, along with estimated costs where possible, to the Unified Command, State, and DoD. Information copies should be sent to the appropriate agencies listed in Section IX, depending on the subprogram.

E. Posts should also include requests for civic action projects as part of their annual AIASA submission, although this is not a formal requirement.

F. Once the project is received by the Unified Command and the Washington agencies, it will be considered for funding either with fallout funds from the current year, or from succeeding year funding.

SECTION III

PROJECT SELECTION/ASSESSMENT TEAM DEPLOYMENT

I. Project Selection. Projects for all three Civic Action program subelements (MCA, ACS, MHA) follow the selection process detailed below. The actual management process for the civic action program is still evolving; however, the role of the Unified Commands and the Washington agencies in the selection process are fairly fixed.

A. The Unified Command. The Unified Command is the first step in the selection process. As mentioned earlier, posts submit their proposed projects both to the Unified Command and to State. The Unified Command reviews all project proposals, prioritizes them, and forwards them to ISA/AFR. ISA/AFR consolidates the proposals from the Unified Commands as well as proposals gleaned from message traffic and post AIASA submissions.

B. State. The desk officers in State AF receive proposals from posts and coordinate with ISA/AFR to ensure they are added to the list of potential projects, both for current year fallout funding and for subsequent year funding.

C. African Civic Action Working Groups. ISA/AFR hosts working group meetings for each of the subprograms (MCA, ACS, MHA) every four to six months. All agencies involved in managing or implementing the civic action program are represented--ISA/AFR, State (AFRA and PM), DSAA, the Military Services, the Army Corps of Engineers, and others.

D. Project submissions may take place throughout the year. The annual funding approval by Congress should become known at the beginning of the fiscal year--late October to mid-November. ISA/AFR will host a working group meeting at which the Unified Commands will present their proposed programs, prioritized and with justification. Following this meeting, tentative selection of countries to receive funding for the fiscal year will be coordinated by State, ISA, and DSAA. Final selection will depend heavily on the results of a follow-on project assessment team visit as well as funding constraints and other projects.

E. Project approval at this point, however, is tentative only. Relatively simple or modest projects which clearly are within the capability of the host nation to implement and which can be managed by the Country Team can be approved at this point. This is, however, rare. Most projects require the visit of an assessment team for further project definition.

F. Project selection and approval is enhanced greatly by advanced host nation preparation of a project scope and

definition, conceptual designs, site plans, and an accompanying narrative. This material also is extremely useful in preparing for the assessment team visit. Experience has shown that preparation of these documents by the host nation aids greatly in establishing a clear understanding of project scope on both sides.

II. Assessment Teams. Assessment teams are sent to the field to gather additional information needed to define project objectives, develop cost firm project data, and recommend project management procedures.

A. Following tentative project selection, an assessment team will visit the post for the following purposes:

1. Brief the host nation and the Country Team on program limitations.
2. Ensure that the project meets program criteria and can be accomplished by the host nation military.
3. Review initial plans that the host nation has prepared, determine project objectives, and evaluate the need for technical expertise.
4. Gather or develop precise project cost data.
5. Develop cost data for any in-country procurement requirements.
6. Establish management procedures with the Country Team and host nation for in-country project management, local procurement, and the provision of outside technical assistance as needed.

B. The assessment team will prepare a formal report of its findings which will be distributed to the Washington agencies, the Country Team, and the host nation for review prior to formal project approval in Washington and the transfer of funds to the country account and project implementation. Assessment teams contain the technical skills needed to assess the particular type project--i.e., Corps of Engineers, Coast Guard, Navy, etc.

C. Assessment teams usually are funded through a special set-aside of Africa Civic Action money which does not reduce project funds.

SECTION IV
FISCAL AND PROCUREMENT PROCEDURES

I. General

A. Since the Africa Civic Action program is funded under the Foreign Assistance Act with MAP funds, it must be implemented using Foreign Military Sales (FMS) procedures. Key elements of these procedures are discussed in this section. Most important is the use of the standard DD Form 1513, or Letter of Offer and Acceptance (LOA), which must be prepared by DoD and signed by a specifically authorized host nation government official. Once this is done the project may be implemented and funds may be expended, but only through a U.S. government agency. This can be an appropriate DoD, State, or USAID procurement officer.

B. The use of MAP funds is for acquisition of U.S. origin articles and services. Local procurement of materials and in some cases services may be authorized; however, while it is recognized that offshore procurement is inherent in Africa Civic Action projects, it remains an exceptional use of MAP funds and requires a formal approval process in Washington. It will be considered only when the cost of local procurement equals the cost of continental United States (CONUS) procurement and transportation plus fifty percent, or when there are compelling requirements to use locally-configured or supportable equipment and materials. Thus offshore (local) procurement is possible but only after formal approval by DoD Defense Security Assistance Agency (DSAA), State, and Treasury. The LOA development process may be started before processing an offshore procurement request. DSAA will coordinate formal approval by State and Treasury following development of all project costs and preparation of the project LOA. Following offshore procurement approval, the LOA is approved by DSAA and submitted to the host nation for signature by an authorized official. Signature authority in Washington assists considerably in the implementation of the LOA and the processing of later changes, if needed. Consideration should be given to authorization of signature authority to an individual in Washington to expedite the process.

C. MAP funds used to finance Africa Civic Action can not be used to pay the salaries of host nation personnel, travel or per diem costs for host nation military personnel, or generally for the services of local civilian construction or service companies, since the host nation military is expected to implement the entire project. It is recognized, however, that some key skills required for project accomplishment may be beyond the capability of the host nation military and, moreover, may be acquired more cheaply and quickly in country than from U.S. agencies in the CONUS. In such a case, the procurement of

technical services by local civilian contractors may be authorized; however, these requirements should be discussed with the project assessment team prior to LOA development for inclusion in the final LOA.

D. MAP funds used to finance Africa Civic Action projects cannot be passed directly or indirectly to the host nation for disbursement. All procurement actions must be accomplished by a U.S. government agent with an appropriate procurement authority and in accordance with U.S. procurements regulations.

II. Fiscal Procedures. A detailed description of FMS procedures is contained in the Security Assistance Management Manual (SAMM), which should be available at each post. Any of the organizations involved in program management (Section IX) can provide assistance in FMS procedures. Listed below, however, is a short summary of key portions of the DD Form 1513. An English and French version of the form is found in Section VIII. The French version is not, however, an authorized official document and may not be signed by the U.S. Government.

A. FMS procedures are the primary method used by the U.S. Government to provide goods and services of the U.S. Department of Defense to foreign governments. The SAMM covers all forms of transfers, grant aid (MAP), FMS credit, and FMS cash sales.

B. Projects are implemented through the use of a standardized agreement (LOA, DD Form 1513). The FMS program is managed by DSAA. The Latin America/Africa Division of DSAA is responsible for implementation, management, and processing of the case (LOA) and the coordination of any offshore procurement waivers. A "case" refers to the goods and services provided to a country to implement a project. The DD Form 1513, or case, will list all of the items to be provided for the project.

C. DD Form 1513, Letter of Offer and Acceptance. An international agreement which lists in detail the conditions of the FMS sale, the scope of services or equipment to be provided, a schedule of payments, legal liabilities of contractual parties, and other information. For a MAP-funded civic action case, the key elements are:

1. The scope of the project--identification of articles and services which will be provided--(items 13, 14).

2. The cost of the project (items 16, 17, 21-26). Note that the costs charged for each project ensure that the U.S. Government is reimbursed for all costs associated with the case.

3. The source of the materials or equipment--local or CONUS procurement.

4. The delivery date (note 20) and condition of the equipment.

5. The expiration date (item 8). The host nation will be asked to approve and sign the LOA (items 29-32) prior to the expiration date and return the LOA to DoD. The LOA will be implemented after signature.

D. Case signature by the host nation representative is very important. Implementation can be expedited if the LOA can be signed in Washington rather than in country. This has been a stumbling block in the past, resulting in one instance in a delay in case implementation of almost a year. Host nation personnel can be briefed on the DD Form 1513 and the FMS process using the enclosed form. DSAA can provide any additional information needed.

E. Since Africa Civic Action projects are grant aid, the payment schedule information identified in the LOA indicates the schedule on which DoD will withdraw MAP funds from the country FMS trust fund.

F. Once the signed LOA is received by DoD funds can be disbursed to finance the project. If the case involves the local in-country purchase of equipment or materials, we prefer this be accomplished by the country team; either the embassy or USAID procurement officers normally can handle the purchases. If not, a Corps of Engineers procurement officer can perform the functions during a TDY visit. The cost of the visit, however, must be charged to the project.

G. FMS cases are prepared and subsequently managed by a DoD agency. For Africa Civic Action projects, DoD requests that the Country Team assume as much in-country responsibility as possible to reduce management overhead costs.

III. Procurement

A. Procurement actions may take place either in CONUS or, where specifically authorized on an exception basis, locally. For CONUS purchases, one of the Military Services will be charged with responsibility for purchasing and shipping the equipment. The host nation is not a party to the DoD contract involved in the purchase. The Military Service will contract on behalf of the host nation using the same procedures used for its own procurements. For CONUS procurements the Country Team's responsibility will be limited to providing the correct address for shipment and arranging for duty free entry of the equipment or materials. If a DoD contracting officer is needed for local purchases, the Military Service will let the contract using the same procedures used for its own procurements. All funds must

be disbursed under the authority of a U.S. Government contracting officer.

B. Where local purchases are specifically authorized, either a Country Team officer or a DoD contracting officer on TDY must do the procurement. Embassy procurement has been used in a majority of the cases thus far and has been very cost effective. If the Country Team can handle the actions, DoD will provide a DoD funding authority message (see Section VIII). The embassy may use whatever procedures it normally follows to procure on the local economy and will report expenditures to the Military Department case manager using a format agreed to during the visit of the project assessment team. This report will be kept as simple as possible to minimize the burden on the Country Team. Local purchases are an exception to U.S. policy on offshore procurement and international balance of payments restrictions apply unless a specific waiver is obtained. Local purchase requirements are identified during the assessment team visit and authorization is coordinated through an interagency process prior to submission of the LOA to the host nation for signature.

C. If the Country Team is too small to handle local purchase functions other arrangements can be made. In this case, either a DoD contracting officer will be sent on temporary duty to handle procurement actions or a local firm not affiliated with the host nation may be contracted to handle a portion of the receiving and accounting functions. Both of these procedures have been used successfully in the past; however, both impose an additional cost to the project.

ENCLOSURE 1 TO SECTION IV: LOCAL PROCUREMENT/FUNDS MANAGEMENT
PROCEDURES

I. General. Local procurement by the Country Team or USAID may reduce project costs by lowering the amount of funds needed for TDY visits for procurement actions--management overhead costs. However, the basic tenet of FMS-funded Africa Civic Action projects is that monies must be expended by an agency of the U.S. Government. The options, thus, are either the U.S. Embassy procurement office, a similar office of USAID, or a U.S.-based procurement organization which accomplishes the task on TDY. Country team participation would be limited to solicitation of bids, contract(s) award, and verification of receipt. The CONUS-based Military Service case manager would prepare all technical specifications of the contract based on the provisions of the FMS agreement.

II. Procedures

A. Funds transfer. When local procurement is authorized and contracting is accepted by the Country Team, funds are transferred by formal letter or message, providing the accounting classification and the expenditure limit. A sample letter is found in Section VIII.

B. Management procedures. The procedures below must be followed by the local procurement agency. The local activity reports submitted by the Country Team are combined with the overall financial records kept by the case manager.

1. Funds authorized to the Country Team for local procurement are administratively reserved in the case manager's records and are committed by DSAA. The country team may incur obligations against the fund authorization up to the limit provided without prior permission of the case manager.

2. In the normal course of procurement, funds will also be committed. The commitment or reservation of funds is made prior to the obligation. Each commitment will be recorded to assure the availability when the obligation is incurred. The obligation exists when a contractor is legally obligated to provide goods or services and the government is legally obligated to make payment. By law, obligations must be recorded and reported in the month incurred. Disbursement in payment of obligation is made only after the contractor has delivered the agreed-on goods or services. No advance payments can be made.

3. To maintain adequate control, visibility of remaining funds by the local procurement activity is required. A simple three column worksheet will normally suffice if properly maintained. The first column should contain notices of fund availability. The net total of the column must agree with cumulative total amount in the authorization letters. The second column will identify the uses of the funds. On issue of a procurement request or request for proposal, sufficient funds must be identified to cover the obligation to be incurred. Additionally, there may be actions where the obligation is incurred indirectly and an obligation amount must be recorded to reduce the available balance. In these cases, the available balance must be adjusted by the amount of the difference. These adjustments will be posted in the second column also. The second column sum will represent the total committed. The third column will be the available fund balance. A running balance must be maintained after each commitment, obligation, or adjustment transaction.

4. Disbursements, as such, are not posted to this worksheet. There may arise, however, differences between the amount obligated and the amount ultimately disbursed. When this occurs, it represents an adjustment to the obligation and must be posted in column two and result in a change in the available balance. Contracts or procurements for which partial payments are made do not require adjustment until the final payment. Partial payment records on these items must be maintained to assure the payments made do not exceed contractual limits and differences are recorded promptly.

5. Though only these three columns are required, each entry must be labeled to permit ready identification. This is particularly important so that obligations can be matched to and compared with the proper commitment. Likewise, adjustment to the obligations and final disbursement must also be matched. Liberal use of remarks and labels will provide greater ease of cross-reference.

6. These procedures will provide the necessary information to maintain positive funds control and will satisfy case manager requirements if properly maintained. The system can, however, be enhanced in several ways. Additional columns can be used to separate commitments, obligations, and adjustments. The key is to be able to maintain the current available balance and identify and match transactions. Since there is only one source of funds for an Africa Civic Action project, only one worksheet is necessary. If other sources (separate cases or lines within a case) are used, a separate worksheet must be established for each. Each source is separately limited and must be controlled.

7. The Military Department case manager will be provided copies of financial worksheets on a monthly basis. These documents are needed by the CONUS case (funds) manager to

record outstanding obligations and track the current project funding status.

8. The requirements noted above are designed to provide the case manager needed financial data with a minimum amount of effort by the embassy. Within the restrictions of procurement regulations, the law, and financial constraints, the financial management plan can be adapted to country team capabilities. The assessment team will work with the Country Team to develop acceptable procedures.

ENCLOSURE 2 TO SECTION IV: SAMPLE FUND STATUS REPORT (FSR)

A. A fund status report (FSR) is periodically prepared by the FMS case manager to document total project financial status. The format of the FSR is as follows:

COL (1)	(2)	(3)	(4)	(5)	(6)
Line Item	Current Budget	Obligation/ Commitment	Cost to Date	Available Funds	Funds Reqd

B. The Country Team is required to provide information to the case manager only on information contained in columns 1-3. This may be provided by message. The line items and initial budget are developed in the project assessment team report and are reflected in the signed DD Form 1513. These figures determine the amount of funds to be transferred to the Country Team for local procurement functions. As the project evolves, procurement requirements may increase with associated revisions of the respective budget.

C. The project fund status is obtained by comparing the figures contained in column two of the case managers accounting worksheet (this sheet contains figures for both CONUS and local procurement actions) with the FMS case value.

D. Every effort is made to keep in-country accounting and record keeping requirements to a minimum.

SECTION V
PROGRAM AND PROJECT MANAGEMENT

I. Program Management

A. Washington Agencies

1. OASD/ISA/AFR

a. ISA/AFR has the overall lead among the Washington agencies in the management of the Africa Civic Action program. The Africa Region has three desk officers who handle the three subprograms. The ISA/AFR organization chart at enclosure 1 to this section contains appropriate names and phone numbers.

b. As the agency with primary oversight of the program, in conjunction with State, ISA/AFR makes recommendations for final project selection, funding levels, allocation of end-of-year funds, and coordinates actions and funding with the Unified Commands and DSAA. ISA/AFR also directs the formation of project assessment teams, issues Terms of Reference (TOR) for team deployment, and heads teams as appropriate.

2. State. State PM and AF/RA coordinate with ISA/AFR on country/project selection and develop final program and project funding levels.

3. DSAA. DSAA is responsible for implementation of the LOAs as well as the administration and processing of all funds transactions.

B. Unified Commands. The Unified Commands oversee the Civic Action program much as they do normal FMS programs. As discussed in previous sections, the Unified Command provides assistance to Country Teams in developing projects, reviews and prioritizes all project submissions for subsequent recommendations to ISA/AFR, State and DSAA, and participates on assessment teams as needed or desired. The Unified Commands have a great deal of experience both in FMS procedures and in their region which can be of assistance to posts. Additionally, the Unified Commands coordinate closely with ISA/AFR, State, and DSAA and can be a valuable source of assistance and information to the Country Team.

II. In-country Management

A. General. The most important phase of project management is always in-country. Because of funding limitations and project length, DoD is not able to provide continuous on-site TDY personnel to manage projects. Thus the Country Team needs to evaluate early in the project definition phase its ability to manage the project on the ground.

B. In-country Management Requirements:

1. Detailed and continuous coordination with host nation military forces will be required. This is both essential to project development and completion and beneficial to country team/host nation relations. Tasks include planning, receipt, and turnover of materials, tax exonerations, etc.

2. In-country procurement actions. This function was discussed in the previous section. We would like the Country Team to assume full responsibility for these actions when possible; when infeasible, assistance can be provided, but we will want to minimize TDY costs as much as possible. When TDY procurement support is provided, administrative support from the Country Team will be essential. The assessment team normally will work with the Country Team during its visit to develop procedures which will minimize the burden on the embassy. Embassy procurement procedures can be used and, for construction projects, the Corps of Engineers has developed relatively simple accounting procedures.

3. Receipt and accounting for project materials is the responsibility of the host nation military; however, the embassy must help ensure that controls are in place to account for materials so that project funds are not wasted. The ultimate security for project materials, however, is the desire of the host nation to receive funding for additional projects in later years. Embassy personnel need establish only those procedures they feel are needed to adequately control material/equipment usage. This will vary from country to country.

4. The Embassy GSO or USAID procurement officer will need to provide an accounting report to the project manager--Corps of Engineers for construction projects, on the disbursement of in-country procurement funds, and a final project financial accounting for in-country expenditures. The format for these reports will be coordinated between the Country Team and the CONUS project case manager.

5. The preparation and submission of a final project report. The report should detail problem areas, successes, and host nation response to the program. These reports will be used for Congressional briefings in support of additional program funding. Reports will also serve to refine this program guide

and improve program management. There is no fixed report format, and it should be as concise as possible, while covering all aspects of project implementation. The inclusion of photographs and press reporting is essential.

C. Case Manager

1. The case manager is the individual in the Military Service responsible for execution of the LOA. Where the project involves the provision of equipment procured either from a military or civilian source in CONUS, one of the Military Services will do the procurement. Delivery to the recipient country is normally the responsibility of the host nation but DoD transportation may be authorized if required. All MAP financed transactions require the use of U.S. flag vessels for ocean transportation. The Country Team must only arrange for duty free entry and delivery/turnover to the host nation.

2. In the case of construction projects, the project may well stretch out over several years and entail the purchase of materials both locally and in CONUS. The Corps of Engineers has been designated as the case manager for all construction projects--MCA, ACS, and MHA--and will work with the Country Team throughout project development and implementation.

D. The Country Team should carefully evaluate its ability to carry out overseas management functions when submitting a project proposal. The program can best be implemented with the maximum involvement by the Country Team supplemented by minimal outside help. Despite the seeming complexity of the program, management is relatively easy once responsibilities, procedures, and relationship of all activities are understood.

SECTION VI

REPRESENTATIVE PROJECTS

I. General. All three programs are aimed at specific objectives, as has been discussed in previous sections. We realize, however, that each of the countries in sub-Saharan Africa is unique and may have peculiar requirements and that host nation military capabilities will vary, as will the post's ability to assist in the program. A good first step in finding a suitable project may lie with the USAID office or perhaps the private voluntary organizations (PVOs). Since MCA projects are most often infrastructure related, USAID will have a good idea of the country's needs. They may also be able to assist later in project management, since very little of the project involves DoD. In the MHA field, the PVOs might be able to assist with medical evaluation, although it may be more difficult since the MHA program focuses on the host nation military. With the ACS program, the best means of identifying projects is to ask for outside assistance from either the Unified Command or the Washington agencies. An assessment team with the technical expertise needed to review the country's naval forces and their organization for fisheries protection and other coastal security functions will be provided. The projects below represent only projects approved to date. Other types of projects will be considered if they meet program guidelines and can be implemented by the host nation military.

II. Military Civic Action

A. Clinics/dispensaries. We have approved the construction or refurbishment of basic clinics and dispensaries in six countries. Progress has been slow, however, because of the planning required of the host nation military. These projects range from the construction of completely new facilities to the refurbishment of already existing but sound structures. Projects in excess of \$500 thousand have proven to be difficult for host nation military organizations to plan and implement. Projects in the range of \$250 thousand are preferable. The average project time--from submission to completion--probably will be 3-3½ years. This results both from the U.S. requirement that the host submit plans for U.S. approval, and from the pace of expected in-country implementation.

B. Bridging. We have constructed a Bailey-type bridge in Mauritania to connect a USAID-constructed road with a local medical facility. This project involved the combined efforts of the country military, a Seabee Mobile Training Team (MTT), and the local USAID engineer. The project was completed in approximately six months at a very reasonable cost (\$110k), and the embassy viewed the project as a complete success. This

combination of DoD technical expertise and funding, Country Team (in this case USAID) assistance, and host nation military forces represents the ideal civic action project.

C. Construction of water systems. One country is currently planning improvements to a water system. Proposed improvements will substantially increase the water pressure in the system allowing for 24-hour operation and will increase the number of water distribution points for local residents. The military will benefit through the construction of a water storage/system pressure tank on a naval base.

D. Equipment. Although the programs seek to avoid providing equipment, we have provided engineer equipment (a bulldozer and front loader) and ambulances for a rural medical service. In those cases where equipment seems to be the most efficacious project, we expect a clear commitment from the host nation military that the equipment will be used in a civic action project with the required benefit to the civilian populace. Recent legislation allows DoD to provide excess equipment to countries for humanitarian purposes. This equipment comes on an "as is" basis and must be requested by posts through State Department channels to DoD. The Unified Commands and OASD/ISA/HA can provide additional information.

E. Spare parts. We currently have a project underway where the U.S. jointly funded with the Federal Republic of Germany (FRG) the provision of spare parts for Caterpillar engineer equipment. This coordination with the FRG is typical of the cooperation ISA/AFR is trying to establish with our European allies in sub-Saharan Africa. We expect that the host nation would utilize these parts to support equipment used in civic action projects.

F. Low cost housing. One country currently is developing a program for the military construction of low cost housing near its capital. Plans were obtained from the Ministry of Public Works and currently are being evaluated to determine if the military can implement the project.

G. Airfield refurbishment. An airfield in Niger was refurbished under the program but proved to be a very difficult undertaking. Originally estimated at 90 days, the project required 1½ years to complete at a significantly increased cost. Problems stemmed from a too optimistic assessment team report coupled with a construction effort located in a very remote area. The Unified Commands or ISA/AFR program manager can assist posts in evaluating proposed projects for potential problems of this sort.

III. Africa Coastal Security. The ACS program comprises construction projects, the provision of equipment (including small patrol boats on an exception basis), spare parts,

equipment repairs and technical assistance, and training. For this program, posts should seek the assistance of the Unified Command or the ISA/AFR program manager in developing potential projects.

A. Patrol boats. One country is receiving a 100-foot reconditioned patrol boat under the program. This will supplement coast guard training provided under the IMET program. Patrol boats are a major expense and are provided under ACS only in rare cases. The same would apply to aircraft.

B. Equipment. Although new boats are expensive, the program does provide communications, surveillance, and other equipment, as well as spare parts to increase the effectiveness of on-hand craft, or to bring deadlined boats to an operational status. This is the case with Mauritania (radios, satellite navigation equipment, boarding equipment), Guinea-Bissau (communications equipment, reconditioning of a Cessna aircraft for surveillance), Cote d'Ivoire (communications equipment for five patrol boats and a shore station), and The Gambia (the reconditioning of marine engines).

C. Technical assistance and training. One of the most effective means of improving fisheries control is through the application of proper surveillance and boarding techniques. A U.S. Coast Guard MTT visited west Africa in 1987 and provided excellent training. Where possible, posts that plan to seek ACS projects should seek to select IMET courses which might complement the ACS program. The Unified Command or the ISA/AFR program manager can assist in selecting the proper courses.

D. Shore facilities. Shore-based facilities are being constructed or improved in three countries. Adequate shore support facilities are essential for effective operations; however, extensive construction is unlikely because of cost and limited program funding.

IV. Military Health Affairs. FY88 will be the first year for this subprogram, and any project may be proposed as long as it meets the program criteria outlined in Section II.

SECTION VII

TYPICAL PROBLEM AREAS

I. General. The Civic Action program has proved popular both with posts and with host nation militaries. The program, however, is not without problem areas. Points raised in this section are not meant to be all inclusive and represent problem areas identified with past projects. Additional problems certainly will arise in the future.

II. Planning

A. This has proved to be one of the most time consuming and aggravating aspects of the program. In order to improve the host nation's ability to implement future similar projects, they are required to do the initial planning and subsequent modifications where feasible. This often means that the process will be slow and sometimes frustrating.

B. The Country Team needs to work closely and continuously with both the host military and the project manager (Corps of Engineers in the case of construction projects) to obtain needed information. There likely will be a series of exchanges before all parties agree on the project and it is brought within budget.

C. Experience has shown that almost always host nations will submit plans far beyond the available funding level. Posts need to resist the temptation to suggest that the host nation segment the project and request additional funding from the next fiscal year. This has happened in the past and has resulted in great difficulty in convincing the host nation to redefine its project to match available funds. This occurred in one instance and delayed project implementation by almost two years. Projects must be funded within one fiscal year; there is no guarantee of Congressional funding for the program in a subsequent fiscal year.

D. Posts and managers at all levels need to be patient and realize that this type of planning sequence will take longer than normal. It should, however, in the long run provide the training and confidence needed for the host nation military to plan projects on its own. Of course, the Unified Commands or the Corps of Engineers can and will provide technical expertise during the planning stage if requested.

E. A sound plan agreed to by all parties is essential. Normally, the assessment team report serves as a written agreement between all parties as to responsibilities and project scope. A good method of documenting this is a joint meeting at

the Embassy, where possible, with written minutes wherein all agree formally to the report's contents.

III. LOA Procedures

A. The LOA process was discussed in a previous section. Nothing can take place until the country signs this international agreement. The host nation should be encouraged to empower their representative in Washington to sign the LOA. In one instance, project implementation was delayed for almost a year pending host government signature. Also, there is an expiration date on each LOA after which the cost may need to be recalculated.

B. The French translation of the DD Form 1513 in Section VIII may make it easier to explain the program to francophone countries. The French version is not an authorized official document and may not be signed by the U.S. Government.

IV. Offshore and Sole Source Procurement

A. An offshore procurement waiver from DSAA is required for all materials, services, and equipment not procured in CONUS. The assessment team will gather data regarding the extent of non-U.S. content required for the project during its visit. In those cases where the project is small enough not to require a team visit, the Country Team will be requested to provide cost and procurement data to the Military Department. This information will be used by DSAA to coordinate the offshore procurement waiver with State and Treasury.

B. In cases where a specific make of equipment is needed, FMS regulations require that the host nation submit a "sole source request and justification" stating why only a certain piece of equipment manufactured by a specific contractor can fulfill the requirement. A format for this request is in Section VIII.

C. The request for a sole source letter must be prepared by the host nation government. The contents of the letter should be sent to the Military Department by message, noting the name and position of the host nation official signing the letter, with the actual signed letter mailed to the Military Department. Chapter 8 of the SAAM requires that this letter be a part of the LOA after approval by DSAA.

V. Transportation

A. Transportation from CONUS

1. Advance host nation approval for the waiver of import duties is needed, since the host nation military may not have approval authority. Failure to do so in advance may result in equipment sitting on the quay for a lengthy period of time. Most host nations militaries do not have national funds to defray these costs.

2. The Embassy needs to negotiate tax exempt status for both materials and equipment arriving from the U.S. and for items purchased in the host nation. FMS regulations do not allow the payment of local taxes. This can be a problem for locally procured items; however, the issue has been solved successfully in the past.

3. In the case of equipment deliveries, it is important that the Embassy provide the correct in-country delivery address. This is covered in the SAMM; however, the Country Team should discuss this with the project manager and determine where the equipment or material should be delivered. Equipment normally will be delivered to the host nation military. The Country Team must oversee such deliveries.

4. Since some African countries are not able to pay transportation costs with national funds, the Defense Transportation System (DTS) has been authorized to move the equipment through its system. Since there are no scheduled DoD (Military Sealift Command) ships servicing Africa, transportation must be subcontracted which often causes delays and makes the tracking of cargo difficult.

B. In-country Transportation

1. For equipment delivery, this will not be a problem for littoral countries. Material and equipment will be delivered to the major port. A key point is embassy action to exonerate material from import and port handling taxes. For inland nations, the LOA can in most cases be written to include transportation to the destination in country. This must be paid for from the project budget, and the transportation costs are included in the LOA.

2. For MCA construction projects, the contract for locally procured materials should be written to reflect delivery at the construction site. This will ensure that the host nation military will not be charged later for transportation costs. In some cases, spare parts and fuel can be provided to the military to transport materials from the purchase site to the construction location. This can be a major problem, however, and result in disagreements over the requirements.

3. Normally, the host nation military will seek funding for everything remotely related to the project. The Country Team should resist this line of reasoning since all of these

costs ultimately detract from project funds. We would reiterate that these are cooperative projects, and the host nation military should be encouraged to assume as much management and financial responsibility for the project as possible. The concept that Africa Civic Action projects are total "U.S." turn key projects must be avoided.

4. In one country, USAID was very helpful in providing transportation from the port to the bridge site for bridging materials. This both facilitated the movement of the materials and kept project costs at a minimum.

5. In-country transportation costs and difficulties should be an early consideration if the project site is located any distance from the host nation's major commercial center. Commercial transportation costs were a significant factor in cost overruns in an airfield project and was partly responsible in the need for the country to commit bilateral MAP funds to complete the project.

C. Equipment Delivery

1. For deliveries of small quantities of equipment or spare parts, the Country Team should request that they be consolidated for delivery at one time. This may be at variance with Service procedures which are to ship parts as they become available. A consolidated shipment, however, will make receipt, accounting, and turnover much easier. Consolidation should be requested at the time of the LOA request.

2. For all Civic Action programs which are financed with grant aid (MAP) funds, equipment and materials provided become the titled property of the country. The Country Team, however, needs to inventory material/equipment prior to turnover and establish procedures to ensure that materials and equipment are received and properly used to support the project. The country further needs to be advised that the material can not be transferred to any third party which is not an agent of the country without written U.S. Government authorization.

3. In those rare instances where the U.S. is providing major pieces of complicated equipment, the U.S. will send a small team to arrive concurrently with the equipment for training and verification that the equipment operates properly. This was another shortcoming in a previous project. The project assessment team will be able to advise the Country Team if this is needed. Again, this type of MTT would be funded from the project budget and included in the FMS LOA.

4. The LOA for equipment end items will normally provide support for the item. A two years basic supply of spare parts (CSP) is recommended for equipment items. Additional parts for the out years must be purchased by the host nation.

There is no guarantee of succeeding year Africa Civic Action funding and the host nation should be cautioned in this regard.

VI. Control of Project Materials

A. The legal title to equipment provided under the program passes to the host nation at time of delivery and becomes their responsibility. However, equipment of U.S. origin may not be transferred to any third party not an agent of the country without written U.S. Government approval.

B. For construction materials, however, the issue is not so clear cut. The need for accountability requires the establishment of procedures to ensure that project materials are not diverted from project use. This may entail a phased turn over, or a one-time turnover with periodic inspections, depending on the ability of the host nation to control materials. Procedures can be as elaborate or minimal as required by local customs and conditions. Ultimately, the host nation's future program participation depends on its track record for implementation and effective use of resources.

C. The Corps of Engineers normally allows for a small amount of wastage and loss in all projects; however, major diversions of materials would have to be paid for by the host nation. Budgets, once developed, generally are fixed since program funding is limited.

D. In the case of one country, a local representative was hired to receive and account for project materials. This was due to the very small size of the embassy, and had to be paid from project monies.

E. Local suppliers. Contracts with local suppliers are likely to result in a number of problems: failure to deliver on time, demands for increased prices, inability to meet specifications, and demands for payment in a specific currency. Corps of Engineers will discuss these issues with the Country Team during the project planning phase. Country Team experience with local suppliers will be invaluable in anticipating such problems and with their resolution. Each project has yielded its own unique set of challenges.

SECTION VIII
PROGRAM FORMS

I. General. The forms contained in this section are those most commonly encountered in administering the program. This guide is not intended to supplant the Security Assistance Management Manual, and questions not answered here should be referred to that publication or one of the management organizations for the Africa Civic Action program.

II. Index

A. LOA process

1. DD Form 1513, Letter of Offer and Acceptance
2. French translation of DD Form 1513.
3. Sample sole source request letter.

B. Financial Accounting

1. Sample Corps of Engineers project accounting report.
2. Sample letter providing Embassy DoD funding authority.

C. Project Development

1. Materials cost estimating checklist--English version.
2. Materials cost estimating checklist--French version.

TAB A TO SECTION VIII

LOA PROCESS

11) PURCHASER: Name and Address: Zip Code:

(3) CASE IDENTIFIER

Pursuant to the Arms Export Control Act, the Government of the United States (USG) hereby offers to sell to the above purchaser the defense articles and defense services listed below (hereinafter referred to collectively as "items" and individually as "defense articles" or "defense services") subject to the terms contained herein and conditions set forth in Annex A, and to such other special terms and conditions which may be a part of and appended to this Offer and Acceptance.

Signature (US Dept./Agency Authorized Representative)

Typed Name and Title

(6) ADDRESS

(7) DATE:

(8) THIS OFFER EXPIRES.

Countersignature (Office of the Comptroller, DSA 4) _____ Date _____

Typed Name and Title

(11) DSAA ACCOUNTING ACTIVITY

NOTE: This offer must be accepted not later than the date shown in block 8. Within five (5) days of its acceptance, you must notify the Office of the Comptroller, DSAA. Otherwise, this Offer is cancelled and retention of initial deposit by offerer pending disposition instructions shall not be deemed a waiver of such cancellation. Request prompt notification if this offer is rejected.

(27) TERMS

(28) AMOUNT OF INITIAL DEPOSIT - \$

(29) I am a duly authorized representative of the Government of

and upon behalf of

and upon behalf of

said Government accept this offer under the terms and conditions contained

herein (30) this day of 19__

(311)

SIGNATURE

(32)

TYPED NAME AND TITLE

(33) MARK FOR CODE

(34) FREIGHT FORWARDER CODE

(35) PROCURING AGENCY

(36) DESIGNATED PAYING OFFICE

(37) ADDRESS OF DESIGNATED PAYING OFFICE

GENERAL CONDITIONS

Annex A

A. THE GOVERNMENT OF THE UNITED STATES

1. Agrees to furnish such items from its Department of Defense (hereinafter referred to as "DOD") stocks and resources, or to procure them under terms and conditions consistent with DOD regulations and procedures. When procuring for the Purchaser, the DOD shall, in general, employ the same contract clauses, the same contract administration, and the same inspection procedures as would be used in procuring for itself, except as otherwise requested by the Purchaser and as agreed to by the DOD. Unless the Purchaser has requested that a sole source contractor be designated, and this Letter of Offer and Acceptance reflects acceptance of such designation by the DOD, the Purchaser understands that selection of the contractor source to fill this requirement is solely the responsibility of the Government of the United States (hereinafter referred to as "USG"). Further, the Purchaser agrees that the United States DOD is solely responsible for negotiating the terms and conditions of all contracts necessary to fulfill the requirements in the Letter of Offer.

2. Advises that when the DOD procures for itself, its contracts include warranty clauses only on an exceptional basis. However, the USG shall, with respect to items being procured, and upon timely notice, attempt to the extent possible to obtain any particular or special contract provisions and warranties desired by the Purchaser. The USG further agrees to exercise, upon the Purchaser's request, any rights (including those arising under any warranties) the USG may have under any contract connected with the procurement of any items. Any additional cost resulting from obtaining special contract provisions or warranties, or the exercise of rights under such provisions or warranties, or any other rights that the USG may have under any contract connected with the procurement of items, shall be charged to the Purchaser.

3.a. Shall, unless the condition is otherwise specified herein (e.g., "As is"), repair or replace at no extra cost defense articles supplied from DOD stocks which are damaged or found to be defective in respect of material or workmanship, when it is established that the deficiencies existed prior to passage of title, or found to be defective in design to such a degree that the items cannot be used at all for the purpose for which they were designed. Qualified representatives of the USG and of the Purchaser, upon notification pursuant to paragraph B.6. below, shall agree on the liability of the USG hereunder, and the corrective steps to be taken.

b. With respect to items being procured for sale to the Purchaser, the USG agrees to exercise warranties on behalf of the Purchaser pursuant to A.2. above to assure, to the extent provided by the warranty, replacement or correction of such items found to be defective.

c. In addition, the USG warrants the title of all items sold to the Purchaser hereunder. The USG, however, makes no warranties other than those specifically set forth herein. In particular the USG disclaims any liability resulting from patent infringement occasioned by the use or manufacture by or for Purchaser outside the United States of items supplied hereunder.

4. Agrees to deliver and pass title to the items to the Purchaser at the initial point of shipment unless otherwise specified in this Offer and Acceptance. With respect to defense articles procured for sale to the Purchaser, this will normally be at the manufacturer's loading facilities; with respect to defense articles furnished from stocks, this will normally be at the U.S. depot. Articles will be packed, crated or otherwise prepared for shipment prior to the time title passes. If "Point of Delivery" is specified otherwise than the initial point of shipment, the supplying Military Department or Defense Agency will arrange movement of the items to the authorized delivery point as reimbursable service but will pass title at the initial point of shipment; the USG disclaims any liability for damage or loss to the items incurred after passage of title irrespective of whether transportation is by common carrier or by the U.S. Defense Transportation System.

5. Advises that: a. Unless otherwise specified, USG standard items will be furnished without regard to make or model.

b. The price of items to be procured shall be at their total cost to the USG. Unless otherwise specified, the cost estimates of items to be procured, availability determination, payment schedule, and delivery projections quoted are estimates based on current available data. The USG will use its best efforts to advise the Purchaser or its authorized representatives by DD Form 151-2:

- (1) of any identifiable cost increase that might result in an increase in the "Estimated Total Costs" in excess of 10 percent
- (2) of any changes in the payment schedule(s); and
- (3) of any delays which might significantly affect the estimated delivery dates;

but its failure to so advise of the above shall not affect the Purchaser's obligation under paragraphs B.1. and B.3. below.

c. The USG will, however, use its best efforts to deliver items or render services for the amount and at the times quoted.

6. Under unusual and compelling circumstances when the national interest of the United States so requires, the USG reserves the right to cancel or suspend all or part of this Offer and Acceptance at any time prior to the delivery of defense articles or performance of services (including training). The USG shall be responsible for all termination costs of its suppliers resulting from cancellations or suspensions under this paragraph.

7. Shall refund to the Purchaser any payments received hereunder which prove to be in excess of the final total cost of delivery and performance of this Offer and Acceptance, and are not required to cover arrearages on other open Offers and Acceptances of the Purchaser.

8. Advises that personnel performing defense services provided under this Offer and Acceptance will not perform any duties of a combatant nature, including any duties relating to training, advising, or otherwise providing assistance regarding combat activities, outside the United States in connection with the performance of these defense services.

9. Advises that in the assignment or employment of United States personnel for the performance of this Offer and Acceptance, the USG will not take into account race, religion, national origin or sex.

10. Advises that, notwithstanding Purchaser's agreement to pay interest on any net amount by which Purchaser may be in arrears on payments provided for in paragraph B.3.g. below, USG funds will not be used for disbursements by DOD to its contractors in the event of any such arrears in payments. Accordingly, failure by the Purchaser to make timely payments in the amounts due may result in delays in contract performance by DOD contractors, claims by contractors for increased costs (including the above mentioned interest costs), claims by contractors for termination liability for breach of contract or termination of contracts by the USG under this or other open Offers and Acceptances of the Purchaser at Purchaser's expense.

B. THE PURCHASER:

1. Shall pay to the USG the total cost to the USG of the items, even if the final total cost exceeds the amounts estimated in this Offer and Acceptance.

2. Shall make payment(s) for the items by check(s) or by wire transfer payable in United States dollars to the Treasurer of the United States.

3.a. Shall, if "Terms" specify "cash with acceptance", forward with this Offer and Acceptance a check or wire transfer in the full amount shown as the estimated total cost, and agrees to make such additional payment(s) as may be specified upon notification of cost increase(s) and request(s) for funds to cover such increases.

b. Agrees if "Terms" specifies payment to be "cash prior to delivery" to pay to the USG such amounts at such times as may be specified from time to time by the USG (including any initial deposit set forth under "Terms") in order to meet payment requirements for articles or services to be furnished from the resources of the US Department of Defense. USG requests for funds may be based on estimated requirements to cover forecasted deliveries of articles or costs to provide defense services. It is USG policy to obtain funds 90 days in advance of the time DOD plans such deliveries or incurs such expenses on behalf of the Purchaser.

c. Agrees, if "Terms" specify payment by "dependable undertaking" to pay to the USG such amounts at such times as may be specified from time to time by the USG (including any initial deposit set forth under "Terms") in order to meet payments required by contracts under which items are being procured, and any damages and costs that may accrue, or have accrued, from termination of contracts by the USG because of Purchaser's cancellation of this Offer and Acceptance under paragraph B.7. hereof. USG requests for funds may be based upon estimated requirements for advance and progress payments to suppliers, estimated termination liability, delivery forecasts or evidence of constructive delivery, as the case may be. It is USG policy to obtain such funds 90 days in advance of the time USG makes payments on behalf of the Purchaser.

d. Agrees, if "Terms" specify "payment on delivery" that bills may be dated as of the date(s) of delivery of the defense articles or rendering of the defense services, or upon forecasts of the date(s) thereof.

e. Agrees, if "Terms" specify payment under a Credit Agreement between the Purchaser and DOD, to pay to the USG on a "dependable undertaking" basis, in accordance with B.3.c. above, such costs as may be in excess of the amount funded by the Credit Agreement.

f. Agrees, that requests for funds or billings under paragraphs B.3.a. through e. above are due and payable in full on presentation, or, if a payment date is specified in the request for funds or bill, on the payment date so specified, even if such payment date is not in accord with the estimated payment schedule, if any, contained in this Offer and Acceptance. Without affecting Purchaser's obligation to make such payment(s) when due, documentation concerning advance and progress payments, estimated termination liability or evidence of constructive delivery or shipment in support of request for funds or bills will be made available to the Purchaser by DOD upon request. When appropriate, Purchaser will request adjustment of any questioned billed items by subsequent submission of required discrepancy reports in accordance with paragraph B.6. below.

g. Agrees to pay interest on any net amount by which it is in arrears on payments, determined by considering collectively all of the Purchaser's open Offers and Acceptances with the DOD. Interest shall be calculated on a daily basis. The principal amount of the arrearage shall be computed as the excess of cumulative financial requirements of the Purchaser over total cumulative payments after quarterly billing payment due dates. The rate of interest paid shall be a rate not less than a rate determined by the Secretary of the Treasury taking into consideration the current average market yield on outstanding short-term obligations of the USG as of the last day of the month preceding the net arrearage and shall be computed from the date of net arrearage.

h. Shall designate the Procuring Agency and responsible Paying Office and address thereof to which the USG shall submit requests for funds under this Offer and Acceptance.

4. Shall furnish shipping instructions for the items with its acceptance of this Offer and Acceptance. Such instructions shall include (a) Offer/Release Code, (b) Freight Forwarder Code, and (c) the Mark for Code, as applicable.

5. Shall be responsible for obtaining the appropriate insurance coverage and customs clearances, and, except for items exported by the USG, appropriate export licenses.

6. Shall accept title to the defense articles at the initial point of shipment (see A.4. ab. vi). Purchaser shall be responsible for in-transit accounting and settlement of claims against common carriers. Title to defense articles transported by parcel post shall pass to the Purchaser on date of parcel post shipment. Standard Form 164 shall be used in submitting claims to the USG for overage, shortage, damage, duplicate billing, item deficiency, improper identification or improper documentation, and shall be submitted by Purchaser promptly. Claims of \$100.00 or less will not be reported for overage, shortage, or damage. Claims received after one year from date of passage of title or billing, whichever is later, will be disallowed by the USG, unless the USG determines that unusual and compelling circumstances involving latent defects justify consideration of the claim.

7. May cancel this Offer and Acceptance with respect to any or all of the items listed in this Offer and Acceptance at any time prior to the delivery of defense articles or performance of services (including training). It shall be responsible for all costs resulting from cancellation under this paragraph.

8. Shall, except as may otherwise be mutually agreed in writing, use the items sold hereunder only.

a. For the purposes specified in the Mutual Defense Assistance Agreement if any. See the USG and the Purchaser.

b. For the purposes specified in any bilateral or regional defense treaty to which the USG and the Purchaser are both parties, if subparagraph a. of this paragraph is inapplicable, or

c. For internal security, individual self-defense, and/or civic action, if subparagraphs a. and b. of this paragraph are inapplicable.

9. Shall not transfer title to, or possession of, the defense articles, components and associated support material, related training or other defense services (including any plans, specifications or information) furnished under this Offer and Acceptance to anyone not an officer, employee, or agent of the Purchaser (excluding transportation agencies), and shall not use or permit them use for purposes other than those authorized by B.8. above, unless the written consent of the USG has first been obtained. To the extent that any items, plans, specifications, or information furnished in connection with this Offer and Acceptance may be classified by the USG for security purposes, the Purchaser shall maintain a similar classification and employ all measures necessary to preserve such security, equivalent to those employed by the USG, throughout the period during which the USG may maintain such classification. The USG will use its best efforts to notify the Purchaser if the classification is changed. The Purchaser will ensure, by all means available to it, respect for proprietary rights in any defense article and any plans, specifications, or information furnished, whether patented or not.

C. INDEMNIFICATION AND ASSUMPTION OF RISKS:

1. It is understood by the Purchaser that the USG in procuring and furnishing the items specified in this Offer and Acceptance does so on a nonprofit basis for the benefit of the Purchaser. The Purchaser therefore undertakes, subject to A.3. above, to indemnify and hold the USG, its agents, officers, and employees harmless from any and all loss or liability (whether in tort or in contract) which might arise in connection with this Offer and Acceptance because of: (i) injury to or death of personnel of Purchaser or third parties, (ii) damage to or destruction of (A) property of the DOD furnished to Purchaser or suppliers specifically to implement this Offer and Acceptance, (B) property of Purchaser (including the items ordered by Purchaser pursuant to this Offer and Acceptance, before or after passage of title to Purchaser), or (C) property of third parties or (iii) patent infringement.

2. Subject to any express, special contractual warranties obtained for the Purchaser in accordance with A.2. above, the Purchaser agrees to relieve the contractors and subcontractors of the USG from liability for, and will assume the risk of, loss or damage to: (i) Purchaser's property (including the items procured pursuant to this Offer and Acceptance, before or after passage of title to Purchaser) and (ii) property of the DOD furnished to suppliers specifically to implement this Offer and Acceptance, to the same extent that USG would assume for its property if it were procuring for itself the item or items procured pursuant to this Offer and Acceptance.

D. ACCEPTANCE:

1. To accept this Offer and Acceptance, the Purchaser will not later than the expiration date of the Offer and Acceptance, as set forth herein, return three copies properly signed to the security assistance accounting center designated herein, accompanied by such initial deposit or other payment as may be required by the Terms herein. In addition, Purchaser will concurrently return three copies properly signed to the U.S. Military Department or Defense Agency making the offer. When properly accepted and returned as specified herein, the provisions of this Offer and Acceptance shall be binding upon the USG and the Purchaser.

2. It is understood that implementation of the Offer and Acceptance cannot proceed without a proper acceptance. Failure to comply with Terms and Conditions required for acceptance, as, for example, delay in submission of any required initial deposit or payment of full estimated cost, as the case may be, may require revision or reissue of the Offer and Acceptance.

3. Unless a written request for extension is made by the Purchaser and granted in writing by an authorized representative of the appropriate U.S. Military Department or Defense Agency, this Offer and Acceptance shall terminate on the expiration date set forth herein.

E. ENCLOSURES:

Enclosures attached hereto are, by this reference, incorporated herein and are made a part hereof as though set forth in full.

F. PUBLIC INSPECTION:

This Offer and Acceptance will be made available for public inspection to the fullest extent possible consistent with the national security of the United States.

EXPLANATORY NOTES

1. The item or reference numbers appearing in the "ITEM OR REF. NO." column may not correspond with references used in Purchasers' original request. However, this number, together with the case identifier shown should always be used as a reference in future correspondence.

2. Availability leadtime quoted is the estimated number of months required to complete delivery of the item(s) in accordance with the terms of delivery after receipt of acceptance of this Offer pursuant to Section D. of the Conditions, and the conclusion of appropriate financial arrangements. Phased deliveries are shown by quantity and leadtime for each increment, where applicable. Items for which delivery leadtime is not shown are noted in column headed "Item Description" as items to be installed in the applicable end item prior to shipment.

3. The planned source of supply for each item is expressed in the following codes:

S (*) Service Stocks
P (*) Procurement
R (*) Rebuild/Repair/Modification
X (*) Stock and procurement, e.g., initial repair parts
E (*) "Mix" major items in long supply or excess

*Availability is stated in months.

4. Condition of the defense articles shown in the "AVAILABILITY AND REMARKS" column is expressed in the following codes:

A1 - Items to be provided in existing condition without repair, restoration or rehabilitation which may be required. Condition indicated in item description.
M - Articles of mixed condition (new, reworked, and rehabilitated) may be commingled when issued. Example: repair parts, ammunition, set assemblies, kits, tool sets and shop sets.
B - Serviceable defense articles.
O - Obsolete or non-standard item in an "AS IS" condition for which repair parts support may not be available from DOD.
S - Substitute. Suitable substitutions may be shipped for unavailable defense articles unless otherwise advised by the Purchaser.
U - Reworked or rehabilitated defense articles possessing original appearance insofar as practicable, including all Modification Work Orders and Engineering Change Orders as applied to such defense articles when issued but defense articles should not be considered as having had total replacement of worn parts and/or assemblies. Only parts and components not meeting US Armed Forces serviceability tolerances and standards will have been replaced. In all instances such defense articles will meet US Armed Forces standards of serviceability.

5. Training notes:

AP - Annual Training Program.
SP - Special Training designed to support purchases of US equipment.
NC - This offer does not constitute a commitment to provide US training.
SC - US Training concurrently being addressed in separate Offer and Acceptance.
NR - No US training is required in support of this purchase.

For meaning of delivery codes, see Military Assistance Program Address Directory (MAPAD)

7. The use of Offer/Release Codes "Y" and "Z" will incur a storage fee of .125% per month for shipment delays in excess of 15 days.

FINANCIAL ANNEX

SUPPLEMENTAL FINANCIAL TERMS AND CONDITIONS

1. This agreement is financed entirely with cash, FMS loan funds, MAP funds, or any combination thereof as indicated in Block 27 of DD Form 1513, Letter of Offer and Acceptance (LOA), or Block 28 of DD Form 1513-1, Amendment to Offer and Acceptance. The Purchaser agrees to make payments in such amounts and at such times as may be specified by the U.S. Government, including any initial deposit indicated on the LOA required to meet financial requirements arising from this case.

2. The Foreign Military Sales Billing Statement, DD Form 645, will serve as the statement of account and billing statement. An FMS Delivery Listing identifying items physically or constructively delivered, and services performed during the billing period, will be attached to the billing statement. The Security Assistance Accounting Center (SAAC) forwards billing statements to Purchasers not later than 45 days before payments are due, and Purchasers will forward payments in U.S. dollars (cash or request for advance of loan funds) to the U.S. Government in time to meet prescribed due dates. For cases financed with MAP funds, these funds are merged in the trust fund and applied to the cases. Such costs as may be in excess of the amount funded by MAP or Credit Agreement funds must be paid by the Purchaser, if additional MAP/Credit funds are not available. Questions concerning the content of DD Form 645 billing statements and requests for billing adjustments should be submitted to the Security Assistance Accounting Center (SAAC/FS), Lowry AFB, Colorado 80279-5000.

3. Cash payments in U.S. dollars for initial deposits and amounts due and payable on Quarterly Billing Statements (DD Form 645) are to be forwarded to the SAAC or other formally-agreed-upon depository in time to meet prescribed payment dates. The preferred way for forwarding cash payments is by bank wire transfer to the Department of Treasury account at the Federal Reserve Bank of New York using the Standard Federal Reserve Funds Transfer format. Wire transfers will be accepted by the Federal Reserve System (FRS) only from banks that are members of the FRS, therefore, non-U.S. Banks must go through a U.S. correspondent FRS member bank. The following information is applicable to case payments:

- a. Wire Transfer:
Treasury Department Name: Treas NYC
Treasury Department Code: 021030004
Agency Name: AFAFC/SAAC
Agency Code: (3801)
Third Party Information: Identify Reason for Funds Transfer
- b. Check Mailing Address:
AFAFC/ACFC/SAAC/FSR
P.O. Box 20030
Denver, Colorado 80220-0030

4. To authorize payments of initial deposits required on LOAs or amounts due and payable on FMS billing statements from funds available under loan agreements, the Borrower will submit a letter of request for each advance of loan funds addressed to the Secretary, Federal Financing Bank, c/o U.S. Department of the Treasury, Washington D.C. 0220. Each request to the Federal Financing Bank for an advance will be forwarded to the Defense Security Assistance Agency, DSAA 2-

COMPT-FR&CPD, Pentagon, Room 4B659, Washington, D.C. 20301, with a letter requesting DSAA approval. Letter formats and specific instructions for processing loan advance request are included in applicable provisions of each loan agreement. Questions pertaining to status of loans and associated balances should be directed to the above DSAA address.

5. If full payment is not received by SAAC by the prescribed due date, interest shall be charged as outlined in General Conditions, Paragraph B.3.g. of Annex A to the LOA. The principal of the arrearage will be computed as the excess of cumulative financial requirements over cumulative collections (cash and loan) shown in the FMS Billing Statement after the payment due date.

6. The initial deposit of \$300,000 required to accompany this amendment is an integral part of the Purchaser's acceptance. If the advance payment is made from loan funds, the Credit Programs Division, DSAA, will submit payments to the SAAC in accordance with Borrower requests for loan advances described above.

7. The payment schedule provided below is for planning purposes. The SAAC shall request Purchaser payment in accord with the payment schedule, unless DOD costs (including 90-day forecasted requirements) exceed the amounts required by the payment schedule. Should this occur, DOD would be unable to comply with the advance payment requirement of the Arms Export Control Act and the U.S. will use its best efforts to provide a revised payment schedule (DD Form 1513-2) at least 45 days prior to the next payment due date. The Purchaser is required to make payments in accordance with quarterly billings (DD Form 645) issued by the SAAC regardless of the existing payment schedule.

8. It is understood that the values on the LOA are estimates, and that the final amount to be charged for items or services furnished will be equal to the final total cost to the U.S. Government. When final deliveries are made and all known costs are billed and collected, the SAAC will provide a "Final Statement of Account" which will summarize total final costs of this agreement. Should the final total costs be less than the funds collected, such excess funds will be available for payment of unpaid billings for other agreements. If there are no such unpaid billings, excess funds will be disposed of as agreed upon between the Purchaser and the Comptroller, DSAA.

9. To assist the Purchaser in developing fiscal plans and annual budgets, the U.S. Government provides its best estimate of anticipated costs of this agreement in the following estimated payment schedule.

ESTIMATED PAYMENT SCHEDULE

<u>PAYMENT DATE</u>	<u>QUARTERLY</u>	<u>CUMULATIVE</u>
Initial Deposit		

FOLLOWING IS AN INFORMAL TRANSLATION OF AN LOA PREPARED BY LANGUAGE SERVICES.

DEPARTMENT DE LA DEFENSE DES ETATS-UNIS OFFRE ET ACCEPTATION

1. ACHETEUR (NOM ET ADRESSE) (CODE POSTAL)
2. REFERENCE DE L'ACHETEUR
3. NUMERO D'IDENTIFICATION DU CAS D'OFFRE

CONFORMEMENT A LA LOI SUR LE CONTROLE DES EXPORTATIONS D'ARMES, LE GOUVERNEMENT DES ETATS-UNIS (USG) OFFRE PAR LA PRESENTE DE VENDRE A L'ACHETEUR PRECITE LES ARTICLES DE DEFENSE ET LES SERVICES DE DEFENSE ENUMERES CI-APRES DESIGNES DANS LA PRESENTE PAR LE TERME COLLECTIF

"ARTICLES" ET LE TERME SINGULIER "ARTICLES DE DEFENSE" OU "SERVICES DE DEFENSE"), SOUS RESERVE DES TERMES DEFINIS DANS LA PRESENTE ET DES CONDITIONS ENONCEES DANS L'ANNEXE A, AINSI QUE DES AUTRES CONDITIONS ET TERMES SPECIAUX QUI POURRAIENT FAIRE PARTIE DE LA PRESENTE OFFRE ET ACCEPTATION A TITRE D'ANNEXE.

4. SIGNATURE (REPRESENTANT HABILITE DU DEPARTEMENT OU DU SERVICE DES ETATS-UNIS)
5. NOM ET FONCTION EN CARACTERES D'IMPRIMERIE
6. ADRESSE
7. DATE
8. LA PRESENTE OFFRE PRENDRA FIN LE:
9. CONTRESIGNATAIRE (BUREAU DU CONTROLEUR, DSAA) (DATE)
10. NOM ET FONCTION EN CARACTERES D'IMPRIMERIE
11. PROCEDURE COMPTABLE DU DSAA

REMARQUE: LA PRESENTE OFFRE DOIT ETRE ACCEPTEE A LA DATE INDIQUEE A LA RUBRIQUE AU PLUS TARD. DANS LES CINQ (5) JOURS QUI SUIVENT SON ACCEPTATION, VOUS ETES TENU DE NOTIFIER LE BUREAU DU CONTROLEUR, DSAA. SINON, L'OFFRE SERA ANNULEE ET LE DEPOT INITIAL DU PROPOSEUR DETENU DANS L'ATTENTE D'INSTRUCTIONS RELATIVES A SON EMPLOI NE CONSTITUERA PAS UNE RENONCIATION A LA DITE ANNULATION. EN CAS DE REJET DE LA PRESENTE OFFRE, IL FAUT AVERTIR DSAA IMMEDIATEMENT.

12. NUMERO D'ARTICLE OU DE REFERENCE
13. DESCRIPTION DE L'ARTICLE (INCLURE LE NUMERO D'INVENTAIRE LE CAS ECNEANT)

14. QUANTITE
15. UNITE D' EMISSION
16. COUT UNITAIRE ESTIMATIF
17. COUT TOTAL ESTIMATIF
18. DISPONSIBILITE ET REMARQUES
19. CODE D'OFFRE/MISE A DISPOSITION
20. CODE DES TERMES DE LIVRAISON
21. COUT ESTIMATIF
22. COUT ESTIMATIF D'EMBALLAGE, MISE EN CAISSE ET MANUTENTION
23. COUTS ESTIMATIFS IMPUTABLES A L'ADMINISTRATION GENERALE
24. FRAIS ESTIMATIFS LIES AUX DISPOSITIONS D'APPROVISIONNEMENT
25. COUTS DIVERS ADMINISTRATIFS (PRECISER)
26. MONTANT DES COUTS ESTIMATIFS
27. TERMES
28. MONTANT DU DEPOT INITIAL EN DOLLARS

ACCEPTATION

29. JE SUIS UN REPRESENTANT DUMENT HABILITE DU GOUVERNEMENT DE _____ ET, AU NOM DU DIT GOUVERNEMENT, J'ACCEPTÉ LA PRESENTE OFFRE SELON LES TERMES ET CONDITIONS STIPULEES CI-INCLUS.

30. LE _____, ANNEE 19 _____
31. SIGNATURE
32. NOM ET FONCTION EN CARACTERES D'IMPRIMERIE
33. CODE DE MARQUAGE
34. CODE DE FRET
35. ORGANISME CHARGE DE L' APPROVISIONNEMENT
36. BUREAU CHARGE DES VERSEMENTS
37. ADRESSE DU BUREAU CHARGE DES VERSEMENTS

A. LE GOUVERNEMENT DES ETATS-UNIS:

1. Convient de fournir des éléments de défense provenant des stocks et ressources de son Ministère de la Défense ou de les acheter selon les modalités et conditions en conformité avec les règlements et directives du Ministère de la Défense. Dans le cas d'un achat effectué pour le compte de l'acheteur, le Ministère de la Défense utilisera, en général, les mêmes clauses contractuelles, la même administration des contrats et les mêmes méthodes d'inspection que s'il achetait pour son propre compte, sauf sur demande expresse contraire de l'acheteur et comme convenu par le Ministère de la Défense. A moins que l'acheteur n'ait demandé qu'un seul entrepreneur soit désigné fournisseur, cette lettre d'offre et d'acceptation reflétant l'acceptation de ladite désignation par le Ministère de la Défense, il est entendu par l'acheteur que le choix de l'entrepreneur chargé de l'exécution de la commande est uniquement la responsabilité du Gouvernement des Etats-Unis. En outre, l'acheteur est d'accord pour que le Ministère de la Défense des Etats-Unis soit entièrement responsable de la négociation des modalités et conditions de tous les contrats nécessaires à l'exécution des conditions de la lettre d'offre.

2. Avise que, lorsque le Ministère de la Défense achète pour son propre compte, ses contrats ne comportent des clauses de garantie qu'à titre exceptionnel. Cependant, le Gouvernement des Etats-Unis s'efforcera, dans la mesure du possible, pour les éléments de défense ainsi fournis et sur préavis suffisant, d'obtenir toute clause spéciale ou particulière et toutes garanties désirées par l'acheteur. Le Gouvernement des Etats-Unis accepte en outre d'exercer, sur demande de l'acheteur, tous droits (y compris ceux découlant de toutes garanties) qui reviendraient au Gouvernement des Etats-Unis aux termes de tout contrat lié à l'achat d'éléments quelconques de défense. Seront imputés à l'acheteur tous frais additionnels résultant de l'obtention de clauses ou garanties contractuelles spéciales, ou de l'exercice de droits découlant de ces clauses ou garanties ou de tous autres droits dont le Gouvernement des Etats-Unis pourrait se prévaloir en application de tout contrat ayant un rapport avec l'achat d'éléments de défense.

3. a. Prépare ou remplace gratuitement, sauf dans le cas où leur état est précisé dans les présentes (par exemple: "tels quels"), tous articles de défense provenant des stocks du Ministère de la Défense qui sont endommagés ou défectueux quant aux matériaux ou à la façon et lorsqu'il est déterminé que les

défectuosités existaient avant le transfert du titre de propriété ou que les défauts provenant de la conception sont telles que les articles ne peuvent être utilisés pour aucune des fins auxquelles ils étaient destinés. Des représentants compétents du Gouvernement des Etats-Unis et de l'acheteur, sur notification conformément au paragraphe b.6 ci-dessous, déterminent d'un commun accord la responsabilité du Gouvernement des Etats-Unis en vertu des présentes et les mesures correctives qui s'imposent.

b. En ce qui concerne les éléments de défense achetés aux fins de vente à l'acheteur, le Gouvernement des Etats-Unis convient de faire valoir des garanties pour le compte de l'acheteur conformément aux dispositions du paragraphe a.2. ci-dessus, afin d'assurer, dans la mesure prévue par la garantie, le remplacement ou la réparation des éléments jugés défectueux.

c. Par ailleurs, le Gouvernement des Etats-Unis garantit le titre de propriété pour tous les éléments de défense vendus à l'acheteur en vertu des présentes. Le Gouvernement des Etats-Unis, cependant, n'assure aucune garantie autre que celles expressément énoncées dans les présentes. En particulier, le Gouvernement des Etats-Unis décline toute responsabilité en cas de contrefaçon de brevet d'invention occasionné par l'utilisation ou la fabrication par l'acheteur ou pour le compte de l'acheteur, hors des Etats-Unis, des éléments fournis en vertu des présentes.

4. Convient de fournir et de transférer à l'acheteur le titre de propriété des éléments de défense au point initial d'expédition, à moins qu'il n'en soit stipulé autrement dans la présente lettre d'offre et d'acceptation. Pour les articles de défense obtenus aux fins de vente à l'acheteur, le transfert du titre prendra effet normalement au point de chargement chez le fabricant; et pour les articles de défense fournis sur les stocks, il prendra effet normalement au dépôt américain. Il sera procédé à l'emballage, à la mise en caisse ou à tout autre conditionnement aux fins d'expédition avant le transfert du titre de propriété. Si le "lieu de livraison" désigné est autre que le point initial d'expédition, le Département militaire ou l'organisme de la défense fournisseur se chargera de l'acheminement des éléments de défense jusqu'au lieu de livraison autorisé contre remboursement de ce service mais il transférera le titre au point initial d'expédition; le Gouvernement des Etats-Unis rejette toute responsabilité pour tout dommage ou toute perte des éléments après le transfert du titre, même dans l'éventualité d'un transport effectué par un transporteur commercial ou par le système des transports du Ministère de la Défense des Etats-Unis.

5. Avise que: a. sauf stipulation contraire, des articles standard des Etats-Unis seront fournis sans considération de marque ni de modèle.

b. Le prix des éléments à fournir sera égal à leur coût total pour le Gouvernement des Etats-Unis. A moins qu'il n'en soit stipulé autrement, les données concernant le coût des éléments de défense à fournir, les disponibilités et dates de livraison prévues sont des estimations basées sur les informations courantes disponibles. Le Gouvernement des Etats-Unis indiquera, dans toute la mesure du possible, à l'acheteur ou à son représentant désigné, au moyen de la formule DD 1513-2:

1) toute augmentation sensible des coûts pouvant entraîner une augmentation du "coût total estimé" supérieur à dix pour cent;

2) tout changement dans le calendrier des paiements; et

3) tout retard susceptible de modifier sensiblement les dates de livraison prévues;

Mais même si l'acheteur n'était pas avisé de ce qui précède, il serait tenu de respecter les dispositions des paragraphes B.1 et B.3 ci-dessous.

c. Le Gouvernement des Etats-Unis fera cependant tout son possible pour livrer les articles de défense ou rendre les services aux dates prévues et pour les montants indiqués.

6. En cas de force majeure et dans des circonstances exceptionnelles où les intérêts nationaux des Etats-Unis sont en jeu, le Gouvernement des Etats-Unis se réserve le droit d'annuler ou de suspendre tout ou partie de cette lettre d'offre et d'acceptation à n'importe quel moment avant la livraison d'articles de défense ou la prestation de services (y compris les programmes de la formation). Le Gouvernement des Etats-Unis assumera les frais encourus par ses fournisseurs pour toute résiliation résultant de l'annulation ou de la suspension en vertu du présent paragraphe.

7. Remboursera à l'acheteur toute somme reçue en vertu des présentes en sus du coût total définitif de livraison et d'exécution de la présente lettre d'offre et d'acceptation et il ne sera pas tenu de couvrir les arriérés sur d'autres lettres ouvertes d'offre et d'acceptation de l'acheteur.

8. Avise que le personnel rendant les services de défense prévus aux termes de la présente lettre d'offre et

d'acceptation ne se livrera à aucune activité de combat, notamment à aucune activité en matière de formation et de conseils techniques, ou activité destinée à fournir une assistance en matière d'activités de combat hors des Etats-Unis, dans le cadre de l'exécution desdits services de défense.

9. Avise qu'en ce qui concerne l'affectation ou l'emploi du personnel américain pour l'exécution de la présente offre et acceptation, le Gouvernement des Etats-Unis ne tiendra pas compte des considérations de race, de religion, d'origine nationale ou de sexe.

10. Avise que, nonobstant le fait que l'acheteur s'engage à payer les intérêts sur tout montant net de ses arrérages (tel que prévu au paragraphe B.3.g ci-dessous), les fonds prévus par le Gouvernement des Etats-Unis ne seront pas versés par le Ministère de la Défense à ses agents contractuels en cas d'arrérages desdits agents. En conséquence, le défaut de paiement des montants dus en temps voulu de la part de l'acheteur pourrait entraîner des retards dans l'exécution du contrat par les agents contractuels du Ministère de la Défense, ainsi que par des demandes de majoration de coûts par les agents contractuels (y compris les intérêts mentionnés ci-dessus), des demandes d'indemnité par les agents contractuels pour cessation, rupture ou résiliation de contrats par le Gouvernement des Etats-Unis en application de cette lettre d'offre et d'acceptation ou de toute autre lettre ouverte d'offre et d'acceptation de la part de l'acheteur, aux frais de l'acheteur.

B. L'ACHETEUR:

1. Règlera au Gouvernement des Etats-Unis le coût total des éléments de défense, même si le coût total final dépasse les montants estimatifs indiqués dans cette lettre d'offre et d'acceptation.

2. Effectuera les paiements relatifs aux éléments de défense par chèques ou par virements télégraphiques payables en dollars des Etats-Unis à l'ordre du Trésorier des Etats-Unis.

3.a. Convient, s'il est stipulé dans les "modalités" que la commande est "payable au comptant à l'acceptation", d'envoyer avec cette lettre d'offre et d'acceptation un chèque ou un virement télégraphique du montant égal au coût total estimé et d'effectuer les paiements additionnels qui seront stipulés sur notification des augmentations de coûts et des demandes de fonds en vue de couvrir lesdites augmentations.

b. Convient, s'il est stipulé dans les "modalités" que la commande est "payable avant livraison", d'effectuer des versements au Gouvernement des Etats-Unis aux dates et d'un montant qui seront stipulés, de temps en temps, par le Gouvernement des Etats-Unis (y compris tout dépôt initial prévu dans les "modalités") afin de satisfaire aux conditions de paiement relatives aux articles ou aux services devant être fournis sur les ressources du Ministère de la Défense des Etats-Unis. Les demandes de fonds du Gouvernement des Etats-Unis seront basées sur des montants estimatifs en vue de couvrir les livraisons prévues d'articles ou les coûts des prestations de services. Le Gouvernement des Etats-Unis a pour principe de percevoir les fonds 90 jours avant la date prévue par le Ministère de la Défense pour effectuer les livraisons ou engager les dépenses au nom de l'acheteur.

c. Convient, s'il est stipulé dans les "modalités" que le règlement se fera sur "engagement ferme" ("dependable undertaking"), d'effectuer des versements au Gouvernement des Etats-Unis aux dates et d'un montant qui seront, de temps en temps, stipulés par le Gouvernement des Etats-Unis (y compris tout dépôt initial prévu dans les "modalités") afin de respecter les conditions de paiements prévues par les contrats au titre desquels les éléments de défense sont obtenus, ainsi que tous dédommagements et frais pouvant découler, ou ayant découlé, de la résiliation de contrats par le Gouvernement des Etats-Unis du fait de l'annulation par l'acheteur de cette lettre d'offre et d'acceptation en vertu du paragraphe B.7. des présentes. Les demandes de fonds du Gouvernement des Etats-Unis pourront être basées sur l'estimation des besoins aux fins d'avances et de paiements spécifiques en faveur des fournisseurs, sur le montant estimé de l'indemnité pour cessation de responsabilité, sur les livraisons anticipées ou sur la vérification de la livraison. Le Gouvernement des Etats-Unis se donne pour principe d'obtenir les fonds 90 jours avant d'effectuer des paiements au nom de l'acheteur.

d. Convient, s'il est stipulé dans les "modalités" que la commande est "payable à la livraison", que les factures seront datées à la date ou aux dates de livraison des articles de défense ou de la prestation des services de défense, ou selon les prévisions desdites dates.

e. Convient, s'il est stipulé dans les "modalités" que le règlement sera couvert par un accord de crédit passé entre l'acheteur et le Ministère de la Défense, de payer au Gouvernement des Etats-Unis sur "engagement ferme" ("dependable undertaking") conformément au paragraphe B.3.c. ci-dessus, tous coûts en sus du montant devant être financé par ledit accord de crédit.

f. Convient que, conformément aux dispositions des paragraphes B.3.a à B 3.e ci-dessus, les demandes de fonds ou les factures sont dues et payables intégralement sur présentation ou à la date fixée si une date de paiement est stipulée sur la demande de fonds ou sur la facture, même si ladite date de paiement ne correspond pas à l'échéancier qui pourrait exister et qui figurerait dans cette lettre d'offre et d'acceptation. Sans affecter l'obligation de l'acheteur d'effectuer les paiements lorsqu'ils sont dus, la documentation concernant les avances et les règlements partiels, le montant estimé de l'indemnité pour cessation de responsabilité ou la vérification de la livraison ou de l'expédition à l'appui des demandes de fonds ou des factures sera fournie à l'acheteur par le Ministère de la Défense, sur demande. En cas d'erreur éventuelle de facturation de certains éléments de défense, l'acheteur pourra demander toute rectification nécessaire en soumettant ultérieurement une réclamation comme prévu au paragraphe B.6. ci-dessous.

g. Convient de régler les intérêts sur tout montant net des arrérages, lequel est déterminé en examinant collectivement toutes les lettres ouvertes d'offre et d'acceptation de l'acheteur avec le Ministère de la Défense. Les intérêts seront calculés journalièrement. Le montant principal des arrérages sera calculé comme excédent des exigences financières cumulatives de l'acheteur entre le total des paiements cumulatifs compte tenu du taux de paiement redevable et facturé trimestriellement. Le taux d'intérêt ne sera pas inférieur au taux fixé par le Secrétaire au Trésor en prenant en considération la moyenne actuelle du rendement courant sur les engagements à court terme non amortis du Gouvernement des Etats-Unis à compter du dernier jour du mois précédant l'échéance des arrérages nets et sera calculé à partir de ladite date.

h. Indiquera l'organisme pourvoyeur et le bureau payeur responsable, ainsi que leurs adresses respectives, auxquels le Gouvernement des Etats-Unis devra soumettre les demandes de fonds et les factures en vertu de la présente lettre d'offre et d'acceptation.

4. Fournira les instructions d'expédition des éléments de défense lors de l'acceptation de cette lettre d'offre et d'acceptation. Ces instructions comprendront a) le code livraison, b) le code transitaire et c) le code destinataire, le cas échéant.

5. Convient qu'il lui appartiendra de remplir les formalités douanières et de se procurer toute couverture d'assurance nécessaires et, sauf en ce qui concerne les articles exportés par le Gouvernement des Etats-Unis, toutes licences d'exportation requises.

6. Acceptera le titre de propriété des articles de défense au point initial d'expédition (voir A.4. ci-dessus). Il appartiendra à l'acheteur d'assurer la comptabilité en transit ainsi que le règlement de toute réclamation contre les transporteurs commerciaux. Le titre de propriété pour les articles de défense expédiés par colis postaux passera à l'acheteur à la date d'expédition des colis. La formule SF 364 sera utilisée pour présenter toute réclamation au Gouvernement des Etats-Unis en cas d'excédent, de manque, de dommage, de double facturation, d'article défectueux, d'erreur d'identification ou d'inexactitude dans la documentation, et devra être soumise par l'acheteur dans les meilleurs délais. Tout excédent, manque ou dommage d'une valeur de 100 dollars ou moins ne fera pas l'objet d'une réclamation. Toute réclamation reçue après un délai d'un an à compter de la date de la facture ou du transfert du titre de propriété, selon celle des deux dates qui est la plus récente, ne sera pas honorée par le Gouvernement des Etats-Unis, à moins que celui-ci ne décide qu'un cas de force majeure et des circonstances exceptionnelles entraînant des vices cachés justifient l'examen de la réclamation.

7. Peut annuler cette lettre d'offre et d'acceptation, en ce qui concerne une partie ou la totalité des éléments de défense figurant dans ladite lettre à tout moment avant la livraison des articles de défense ou la prestation des services (y compris la formation). Il assumera tous les frais encourus du fait de toute annulation en vertu du présent paragraphe.

8. Devra, à moins qu'il n'en ait été mutuellement convenu autrement par écrit, utiliser les éléments de défense vendus en vertu des présentes aux seules fins suivantes:

a. Aux fins prévues dans l'accord relatif à l'aide pour la défense mutuelle, le cas échéant, entre le Gouvernement des Etats-Unis et l'acheteur;

b. Aux fins stipulées dans tout traité de défense bilatéral ou régional auquel le Gouvernement des Etats-Unis et l'acheteur sont parties, si l'alinéa a. du présent paragraphe n'est pas applicable; ou

c. Aux fins de sécurité intérieure, d'auto-défense et/ou d'action civique, si les alinéas a. et b. du présent paragraphe ne sont pas applicables.

9. S'engage à ne pas transférer le titre de propriété ou la possession des articles de défense, des composants et équipements auxiliaires, de la formation connexe ou de tous autres services de défense (y compris tous plans, spécifications ou informations) fournis aux termes de la présente

lettre d'offre et d'acceptation à toute personne autre qu'un fonctionnaire, un employé ou un agent de l'acheteur (à l'exclusion des agences de transport) et à ne pas utiliser ou permettre leur utilisation à des fins autres que celles autorisées au paragraphe B.8. ci-dessus, sans le consentement écrit préalable du Gouvernement des Etats-Unis. Dans la mesure où tous les éléments de défense, plans, spécifications ou informations fournis relativement à la présente lettre d'offre et d'acceptation pourraient être classifiés par le Gouvernement des Etats-Unis à des fins de sécurité, l'acheteur devra maintenir une classification similaire et prendre toutes mesures de sécurité nécessaires pour assurer la protection de ladite classification, équivalentes à celles employées par le Gouvernement des Etats-Unis pendant tout le temps que le Gouvernement des Etats-Unis maintiendra cette classification. Le Gouvernement des Etats-Unis mettra tout en oeuvre pour aviser l'acheteur de toute modification de classification. L'acheteur assurera par tous les moyens dont il dispose le respect des droits de propriété de tous articles de défense et de tous plans, de toutes spécifications ou informations fournis, qu'ils soient brevetés ou non.

C. INDEMNISATION ET PRISE EN CHARGE DES RISQUES:

1. Il est entendu par l'acheteur que le Gouvernement des Etats-Unis, en achetant et en fournissant les éléments de défense stipulés dans la présente lettre d'offre et d'acceptation, le fait sans en tirer aucun profit, au seul bénéfice de l'acheteur. L'acheteur, par conséquent, sous réserve des dispositions du paragraphe A.3. ci-dessus, s'engage à tenir le Gouvernement des Etats-Unis, ses agents, fonctionnaires et employés indemnes et à couvrir de toute perte ou responsabilité (contractuelle ou extra-contractuelle) pouvant intervenir relativement à la présente lettre d'offre et d'acceptation par suite i) d'accident ou de décès frappant le personnel de l'acheteur ou de tiers; ii) d'endommagement ou de destruction A) de biens du Ministère de la Défense fournis à l'acheteur ou aux fournisseurs aux fins expresses d'exécution de la présente lettre d'offre et d'acceptation, B) de biens de l'acheteur (y compris les éléments de défense commandés par l'acheteur aux termes de la présente lettre d'offre et d'acceptation, avant ou après le transfert du titre de propriété à l'acheteur) ou C) de biens de tiers, ou iii) de contrefaçon de brevet.

2. Sous réserve de garanties contractuelles expresses particulières, obtenues pour l'acheteur conformément au paragraphe A.2 ci-dessus, l'acheteur convient de dégager la responsabilité des agents et sous-agents contractuels du Gouvernement des Etats-Unis et d'assumer les risques de perte

ou d'endommagement i) des biens de l'acheteur, y compris les éléments de défense obtenus aux termes de la présente lettre d'offre et d'acceptation, avant ou après le transfert du titre de propriété à l'acheteur et ii) des biens du Ministère de la Défense fournis aux fournisseurs aux fins expresses d'exécution de la présente lettre d'offre et d'acceptation, dans la mesure même où le Gouvernement des Etats-Unis les assumerait pour ses biens s'il achetait pour son propre compte l'élément ou les éléments de défense obtenus en vertu de la présente lettre d'offre et d'acceptation.

D. ACCEPTATION:

1. Pour accepter la présente lettre d'offre et d'acceptation, l'acheteur devra retourner, au plus tard à la date d'expiration de la lettre d'offre et d'acceptation indiquée dans les présentes, trois copies dûment signées au centre de comptabilité pour l'aide en matière de sécurité désigné dans les présentes, accompagnées du dépôt initial ou de tout autre paiement qui pourrait être prévu dans les "modalités" de la présente lettre d'offre et d'acceptation. En outre, l'acheteur retournera simultanément trois copies dûment signées au département militaire ou à l'organisme de la défense des Etats-Unis ayant fait l'offre. Lorsque cette lettre d'offre et d'acceptation aura été dûment acceptée et retournée comme indiqué dans les présentes, le Gouvernement des Etats-Unis et l'acheteur seront liés par les dispositions de la présente lettre d'offre et d'acceptation.

2. Il est entendu que l'exécution de la lettre d'offre et d'acceptation ne peut débuter avant que ladite lettre d'offre et d'acceptation ait été dûment acceptée. La non-exécution des modalités et conditions relatives à l'acceptation, par exemple un retard dans la transmission de tout dépôt initial requis ou paiement du coût total estimé, pourrait exiger une révision ou une nouvelle émission de la lettre d'offre et d'acceptation, suivant le cas.

3. A moins qu'une prorogation ne soit demandée par écrit par l'acheteur et que ladite prorogation ne soit accordée par écrit par un représentant autorisé du Département militaire ou de l'organisme de la défense des Etats-Unis approprié, la présente lettre d'offre et d'acceptation prendra fin à la date d'expiration stipulée dans ladite lettre.

E. PIECES JOINTES:

Toutes pièces jointes aux présentes sont, de par cette référence, incorporées au présent accord dont elles deviennent partie intégrante, de même que si elles étaient pleinement énoncées.

F. INSPECTION PUBLIQUE:

La présente lettre d'offre et d'acceptation sera accessible à l'inspection publique dans toute la mesure du possible en conformité avec la sécurité nationale des Etats-Unis.

NOTES EXPLICATIVES

1. L'élément de défense ou les numéros de référence figurant dans la colonne "élément ou numéro de référence" peuvent ne pas correspondre à ceux utilisés dans la demande originale de l'acheteur. Toutefois, ce numéro, accompagné de l'identification du dossier indiquée, devrait toujours être utilisé à titre de référence dans toute correspondance ultérieure.

2. Les délais de disponibilité indiqués représentent le nombre estimatif de mois nécessaires pour achever la livraison des éléments de défense en application des conditions de livraison après réception de l'acceptation de la présente lettre d'offre et d'acceptation, conformément à la section D. des conditions et de la conclusion des arrangements financiers appropriés. Les livraisons prévues sont indiquées par quantité et délai pour chaque élément, chaque fois qu'il convient. Les éléments de défense dont les délais de livraison ne sont pas indiqués figurent dans la colonne intitulée "description de l'élément" en tant qu'éléments devant être inclus dans l'élément applicable prêt à être expédié.

3. Les codes exprimant la source d'approvisionnement prévue sont définis comme suit:

S	(*)	stocks (des forces armées)
P	(*)	(procurement) achat
R	(*)	remis en état/réparé/modifié
X	(*)	stock et achat (par ex. lot initial des pièces de rechange)
E	(*)	principaux éléments de défense "mimex" offre abondante et exédent

(*) Les délais de livraison sont indiqués en mois.

4. L'état des articles de défense indiqué à la rubrique "disponibilité et observations" est exprimé selon les codes ci-après:

A1 - Articles fournis "tels quels" n'ayant subi aucune remise en état, réfection ou rénovation qui pourrait être requise; ceci sera mentionné dans la colonne "description de l'élément".

- M - Articles fournis en lots mixtes (neufs, refaits, renouvelés). Par exemple: lots de pièces de rechange, munitions, ensembles, nécessaires, jeux d'outils, outillage d'atelier.
- B - Articles de défense en bon état
- O - Articles périmés ou non standard fournis "tels quels", pour lesquels des pièces de rechange pourront ne pas être disponibles sur les stocks du Ministère de la Défense.
- S - Substituts. Des articles de remplacement peuvent être substitués aux articles de défense demandés qui ne sont pas disponibles, à moins d'avis contraire de l'acheteur.
- U - Articles de défense renouvelés ou remis en état ayant, dans toute la mesure du possible, leur apparence d'origine, y compris toutes modifications et tous changements techniques autorisés applicables à de tels articles de défense lors de leur distribution, mais les articles de défense ne doivent pas être considérés comme ayant fait l'objet d'un remplacement complet de pièces ou ensembles usagés. Seuls les pièces et éléments ne répondant pas aux normes et tolérances permises pour leur usage dans les forces armées des Etats-Unis auront été remplacés; dans tous les cas, ces articles de défense répondront aux critères d'usage des forces armées des Etats-Unis.

5. Codes exprimant le genre de formation:

- AP - Programme annuel de formation.
- SP - Formation spéciale destinée au personnel chargé de l'achat de matériel américain.
- NC - Cette offre ne constitue pas une obligation de fournir la formation américaine.
- SC - Formation américaine traitée dans une lettre d'offre et d'acceptation distincte.
- NR - Aucune formation américaine n'est exigée à l'appui de cet achat.

6. Pour obtenir l'explication des codes de livraison, consulter le répertoire d'adresses du programme d'aide militaire (MAPAD).

7. Les codes "Y" et "Z" concernant l'offre et le transfert indiquent que des frais d'emménagement de 0,125 pour cent par mois devront être réglés pour les retards de livraison de plus de 15 jours.



REFERENCE: C/HQ/3/16

6th October, 1987

H.E. The Ambassador
American Embassy
P. O. Box 90
GABORONE

Dear Sir,

SOLE SOURCE PROCUREMENT

The Botswana Defence Force (BDF) has a requirement for two small boats to perform patrolling missions along the Linyanti/Chobe river.

These boats should be fast (at least 40 knots), highly maneuverable, armed with .50 caliber machine guns (2 per boat), powered by dual outboard engines, provide armour protection/shielding for the gunners, allow maximum space within the boat for crew (elimination of fixed pedestal mounts would accomplish this), provide constant communications between gunners and other on board crew members, be easily transported on their own trailers, and unsinkable.

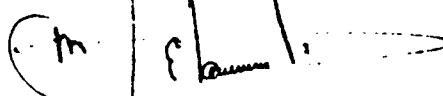
BDF has searched for such a boat and has determined that the Napco RAIDER, a product of Napco International Inc., 1600 Second Street South, Hopkins, Minnesota 55353 USA, is ideal for our mission.

The RAIDER is in current production, but not a standard item in United States Government inventories, and therefore is out of the United States Department of Defence normal buying pattern. The RAIDER is a Napco development and is exclusively available from Napco.

Napco offers a warranty and guaranteed spare parts support for the RAIDER which is essential to BDF. The RAIDER'S "skate ring" system is unique and will meet most of the criteria outlined above.

Based on the above, BDF respectfully requests that 2 Napco RAIDER boats, complete with weapons, be procured from Napco International Inc. on our behalf on a sole source basis.

Yours faithfully,


Major M. Lelang
FOR/COMMANDER. BDF

TAB B TO SECTION VIII
FINANCIAL ACCOUNTING

SAMPLE FUND STATUS REPORT (FSR)

1 . A fund status report (FSR) is periodically prepared by the FMS Case Manager to document total project financial status. The format of the FSR is as follows:

COL (1)	(2)	(3)	(4)	(5)	(6)
Line Item	Current Budget	Obligation/ Commitment	Cost to Date	Available Funds	Funds Reqd

2. The country team is required to provide information to the case manager only on information contained in columns 1-3. This may be provided by message. The line items and initial budget are developed in the project assessment team report and are reflected in the signed DD Form 1513. These figures determine the amount of funds to be transferred to the country team for local procurement functions. As the project evolves, procurement requirements may increase with associated revisions of the respective budget.

3. The project fund status is obtained by comparing the figures contained in column two of the case managers accounting worksheet (this sheet contains figures for both CONUS and local procurement actions) with the FMS case value.

4. Every effort is made to keep in-country accounting and record keeping requirements to a minimum.



DEPARTMENT OF THE ARMY
MIDDLE EAST AFRICA PROJECTS OFFICE CORPS OF ENGINEERS
P. O. BOX 2250
WINCHESTER, VIRGINIA 22601-1450

REPORTS
ATTENTION OF

SAIED-R

28 JAN 1971

SUBJECT: Procurement Funds for Senegal Naval Project

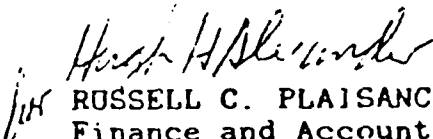
United States Embassy
ATTN: Budget and Fiscal Officer
Dakar, Republic of Senegal

1. Reference message CDRUSAMEAPO, Winchester, VA, 231550Z Jan 87, subject: Naval Project (ACS) Schedule.
2. Obligation and disbursement authority in the amount of \$260,000 is provided to fund items in reference message under Corps of Engineers FMS Case SK-B-HAA.
3. Accounting classification to be cited on all contract (obligation) and invoice/disbursement documentation is as follows:

97-11X8242.SK01 08-8029 HAA/001 S92031 NT71010012

4. Request contract (obligation) and invoice/disbursement documentation be forwarded to U.S. Army Corps of Engineers, Middle East/Africa Projects Office, P. O. Box 2250, Winchester, VA 22601-1450, ATTN: SAIRM-F.
5. Request an accepted copy of this letter be returned to this office, ATTN: SAIRM-F, in order to confirm this reservation of funds in our accounting records.

FOR THE COMMANDER:


JHR
ROSSELL C. PLAISANCE
Finance and Accounting Officer

TAB C TO SECTION VIII
PROJECT DEVELOPMENT

ESTIMATED QUANTITIES

MATERIAL COST ESTIMATING CHECKLIST

(ENGLISH)

DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
			without tax	
<u>MASONRY</u>				
Rebar Steel Ø 10 mm 3/8"	Ton			
Rebar Steel Ø 6 mm 1/4"	Ton			
Tie Wire	Kg			
<u>COVERING</u>				
3-1/8" Steel Beam Purlins 40' long	Ea			
Aluminum or Corrugated Steel Roofing 20' long	Ea			
Ridge Tile for Roofing	Ea			
Hooks for Sheet Metal Roofing	Ea			
White Wood Rafters	M3			
Battons	M3			
Plywood Sheet 5/8"	Ea			
Nails, 3-1/8" in 5 Kg Box	Ea			
Nails, 1-5/8" in 5 Kg Box	Ea			
Plywood Sheet 3/16"	Ea			
Steel Roof Truss 10M long	Ea			
<u>CARPENTRY</u>				
Door Metal Double of 1.20 X 2.20	Ea			
Door Metal Single of 1.20 X 2.20	Ea			
Door Metal Single of 0.60 X 2.20	Ea			
Door Metal Single of 0.60 X 2.20	Ea			
Window Metal Double of 1.20 X 1.20	Ea			
Door Metal Double of 1.20 X 2.20	Ea			
Door Metal Single of 1.00 X 2.00	Ea			

MATERIAL COST ESTIMATING CHECKLIST

(ENGLISH)

ESTIMATED QUANTITIES

DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
Window Metal Double of 1.20 X 1.20	Ea		Without tax	
Door Wood 0.80 X 2.20	Ea			
Door Wood 0.63 X 2.20	Ea			
<u>SANITARY</u>				
Water Closet Western Complete	Ea			
Complete Shower	Ea			
Shower Drain with Trap	Ea			
Coupling Union 15/21	Ea			
Tee 15/21	Ea			
Bend/Elbow 15/21	Ea			
Kitchen Sink, Porcelain	Ea			
Bend/Elbow 20/27	Ea			
Nipple 15/21	Ea			
Nipple 15/21	Ea			
Pipe Galva 15/21	M			
Reducer 20/27-15/21	P			
Pipe Galva 26/34	M			
Pipe Galva 20/27	M			
Pipe Copper 10/12	M			
Pipe Copper 8/10	M			
Lavatory complete	Ea			
Screw 5/8"	Ea			
Screw 1/2"	Ea			
Oakum Rope	Ea			
Gebajoint	Ea			

MATERIAL COST ESTIMATING CHECKLIST

(ENGLISH)

ESTIMATED QUANTITIES

DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
Pipe PVC Ø 100	P		without tax	
Pipe PVC Ø 63	P			
Pipe PVC Ø 40	P			
Pipe PVC Ø 33	P			
<u>ELECTRICAL</u>				
Clamps	P			
Wire 500V of 1,5	P			
Wire 500V of 2,5	P			
Wire 500V 6 M/M	P			
Conduit in Ø 16	M			
Conduit in Ø 13	M			
Switch and Box S.A complete	P			
Switch and Box D.A. complete	P			
Outlets and Box complete	P			
Power Plugs	P			
Cover Plate of 6 mm	P			
Light of 1,20 with tube	P			
Light of 0,60 with tube	P			
Light of 1,20 watertight	P			
Wall Mounted Light watertight	P			
Circuit Breaker 10/30	P			
Meter, 3-Phase complete 1S Kw	P			
Switchboard for circuit breaker	P			
Wood screw	P			

MATERIAL COST ESTIMATING CHECKLIST

(ENGLISH)

ESTIMATED QUANTITIES

=====				
DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
Ventilator, Ceiling, complete with Controls	Ea		without tax	
Air Conditioner, 2 Hp 2 Tons	Ea			
Circuit Breaker 30 - 60	Ea			
Tape	R			
Tube Linolite	Ea			
<u>PAINT</u>				
White Cement in 50 Kgs	Ea			
Glue in Box	Ea			
Linseed Oil	L			
Clear Varnish	L			
Water Base Paint 25 Kgs	Ea			
Enamel Paint 5 Kgs	Ea			
Tube Colorant Different Colors	Ea			
Sheet Glass 6 mm	M2			
Putty	Kg			
Quicklime in 50 Kgs	Ea			
Paint Brush, Trim	Ea			
Roller	Ea			
Knife Painter	Ea			
Brush, Wall	Ea			
Mason String	Ea			
Tyrolean	Ea			
Glazed Floor Tile	M2			
Ceramic Wall Tile 4" X 4"	M2			

MATERIAL COST ESTIMATING CHECKLIST

(ENGLISH)

ESTIMATED QUANTITIES

DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
			without tax	
1-1/2" Steel Angle 6 M Lengths	Ea			
Clamps Joint	Ea			
<u>CONSTRUCTION TOOLS</u>				
Wheelbarrow	Ea			
Shovel with Handle	Ea			
Mattock with Handle	Ea			
Square	Ea			
Pipe Wrench	Ea			
Tin Snips	Ea			
Saws	Ea			
Clippers	Ea			
Nail Pullers	Ea			
Chisel	Ea			
Hammer	Ea			
Concrete Mixer 180 liters	Ea			
Welding Set with Accessories	Ea			
Vibrator for Concrete Electric 240V	Ea			
Aggregate for Concrete	MT			
Sand	MT			
Cement 50 Kg	Bag			
Hollow Block 9 X 9 X 18 or 8 X 8 X 16	Ea			
Solid Block 9 X 9 X 18 or 8 X 8 X 16	Ea			

LISTE DE VÉRIFICATION POUR
PRIX DE MATERIEL DIVERS (FRENCH)

DEVIS QUANTITATIF:

DESIGNATION	UNITE	QUANTITE	PRIX UNIT	MONTANT
<u>MACONNERIE</u>			hors droit	
Fer à béton Ø 10 mm	T			
Fer à béton Ø 6 mm	T			
Fil de fer recuit	Kg			
<u>COUVERTURE</u>				
I.P.N de 80 en 12 M	P			
Bac allu en 6 M ou tole ondulee	P			
Faitière pour bac allu de 2 M	P			
Crochet pour tôle bac allu complet	P			
Planche bois blanc	M3			
Chevron	M3			
Contre plaqué de 15	P			
Pointe de 80 en 5 Kg	P			
Pointe de 40 en 5 Kg	P			
Contre plaqué de 4 M/M	P			
Ferme de comble metallique 10 M	P			
<u>MENUISERIE</u>				
Porte metallique percienne à DUEX(2) battant de 1,20 X 2,20	P			
Porte metallique percienne à UN(1) battant de 1,20 X 2,20	P			
Porte metallique percienne à UN(1) battant de 0,80 X 2,20	P			
Porte metallique chassis vitré à UN(1) battant de 0,80 X 2,20	P			
Fenetre percienne metallique à DEUX(2) battant de 1,20 X 1,20	P			

LISTE DE VERIFICATION POUR
PRIX DE MATERIEL DIVERS (FRENCH)

DEVIS QUANTITATIF:

DESIGNATION	UNITE	QUANTITE	PRIX UNIT	MONTANT
			hors droit	
Porte métallique châssis vitré à DEUX(2) battant de 1,20 X 2,20	P			
Porte métallique châssis vitré à UN(1) battant de 1,00 X 2,20	P			
Fenêtre métallique châssis vitré à DEUX(2) battant de 1,20 X 1,20	P			
Porte isoplane 0,80 X 2,20	P			
Porte isoplane 0,63 X 2,20	P			
<u>SANITAIRE</u>				
WC à l'Anglaise complet	P			
Colonne de douche complète	P			
Siphon de sol	P			
Raccord union 15/21	P			
Té 15/21	P			
Coude 15/21	P			
Évier en porcelaine	P			
Coude 20/27	P			
Mamelon 15/21	P			
Mamelon 15/21	P			
Tuyau galva 15/21	M1			
Réducteur 20/27-15/21	P			
Tuyau galva 20/34	M1			
Tuyau galva 20/27	M1			
Tuyau cuivre 10/12	M			
Tuyau cuivre 8/10	M			
Lavabo complet de 40				

LISTE DE VERIFICATION POUR

PRIX DE MATERIEL DIVERS

(FRENCH)

DEVIS QUANTITATIF:

DESIGNATION	UNITE	QUANTITE	PRIX UNIT	MONTANT
			hors droit	
Ecrou de 15	P			
Ecrou de 12	P			
Fillase en poupé	P			
Gébajoint	P			
Tuyau PVC Ø 100 en 6 M	P			
Tuyau PVC Ø 63 en 6 M	P			
Tuyau PVC Ø 40 en 6 M	P			
Tuyau PVC Ø 33 en 6 M	P			
<u>ELECTRICITE</u>				
Clostorat	P			
Fil 500V de 1,5 mm ²	P			
Fil 500V de 2,5 mm ²	P			
Fil 500V 6 M/M ²	P			
Gaine d'encastrement Ø 16	M			
Gaine d'encastrement Ø 13	M			
Interrupteur d'encastrement S.A complet	P			
Interrupteur encastrer D.A. complet	P			
Boite de dérivation complet	P			
Prises forces	P			
Domino de 6 M/M	P			
Reglétte de 1,20 avec tube	P			
Reglétte de 0,60 avec tube	P			
Reglétte de 1,20 étanche	P			
Hublot étanche	P			

LISTE DE VERIFICATION POUR

PRIX DE MATERIEL DIVERS (FRENCH)

DEVIS QUANTITATIF:

DESIGNATION	UNITE	QUANTITE	PRIX UNIT	MONTANT
			hors droit	
Disjoncteur 10/30	P			
Compteur triphasé complet 18 Kw	P			
Tableau pour disjoncteur	P			
Vis à bois	P			
Ventilateur plafonnier complet	P			
Climatiseur 2 CV	P			
Disjoncteur 30 - 60	P			
Scotch	R			
Tune linolite	P			
<u>PEINTURE</u>				
Cement blanc en 50 Kgs	P			
Colle armofixe en boite	P			
Huile de lin	L			
Vernis clair	L			
Peinture emulsion (d'eau) 5 L	P			
Peinture vermissante 5 L	P			
Tube colorant différentes couleurs	P			
Verre à vitre 6 mm	M2			
Mastic	KG			
Chaux vives en 50 Kgs	P			
Pinceaux	P			
Rouleaux	P			
Couteaux peinture	P			
Brosse	P			

LISTE DE VERIFICATION POUR

PRIX DE MATERIEL DIVERS (FRENCH)

DEVIS QUANTITATIF:

=====				
DESIGNATION	UNITE	QUANTITE	PRIX UNIT	MONTANT
Cordeaux de macon en rouleaus	P		hors droit	
Tyroliennes	P			
Carrelage	M2			
Carréaux de faillance 10 X 10	M2			
Cornière de 35 en 6 M	P			
Serre joint	P			
<u>CONSTRUCTION OUTILS</u>				
Brouette	P			
Pelle + Manche	P			
Pioche + Manche	P			
Ange	P			
Clé à griffe	P			
Tenaille	P.			
Sceaux	P			
Scisaille	P			
Arrache Clou	P			
Burin	P			
Marteau	P			
Betonnières de 180 Litres	P			
Groupe de soudure avec accessoires SAFARC T200	P			
Vibreux de Cement Electric 240 V	P			
=====				

PRIX DE MATERIEL DIVERS (FRENCH)

DEVIS QUANTITATIF:

DESIGNATION	UNITE	QUANTITE	PRIX UNIT	MONTANT
Agregat pour beton	Tonne		hors droit	
Sable	Tonne			
Ciment	50 Kg			
Briques creuse 230 X 230 X 460 ou 200 X 200 X 400	P			
Brique pleine 230 X 230 X 460 ou 200 X 200 X 400	P			

SECTION IX

Civic Action Management Personnel

I. OASD/ISA/Africa Region

MCA Program Manager

LTC Robert W. Hess
OASD/ISA/AFR
Room 4B746, The Pentagon
Washington, DC 20301-2000
(202) 697-9753
227-9753 AUTOVON

ACS/MHA Program Manager

Ms. Monette Melanson
Same as above
(202) 697-9755
227-9755 AUTOVON

227-8824 AUTOVON

MCA Backup

Ms. Monette Melanson

ACS/MHA Backup

LTC Robert W. Hess

II. DSAA

MCA/ACS/HA

LTC Joe Dwyer
Maj Mike Blatti
DSAA Ops-D
Room 4B714, The Pentagon
Washington, DC 20301-2400
(202) 697-7118

III. HQ USEUCOM

MCA/ACS/HA

CDR Robert Thorne
Cpt Bill Feltner
HQ USEUCOM
ECJ4/7-SAA
APO NY 09146
049-(711)-680-5434/8461
430-5434/8461 AUTOVON

IV. HQ USPACOM

MCA, ACS, HA

CDR John Pitt
HQ USPACOM
Box 20 (J4/7)
Camp Smith, HI 96861
(808) 477-5183
477-5183 AUTOVON

V. HQ CENTCOM

MCA/ACS/HA

Maj Michael Renaud
HQ USCENTCOM
CCJ4/7-SCA
McDill AFB, FL 33608
(813) 830-6417
968-6417 AUTOVON

VI. Army Corps of Engineers (COE)

MCA, ACS, HA

Mr. Ben Wood
Cpt. Richard Dickson
Corps Of Engineers
P.O. Box 2250
Winchester, Virginia 22333-0001
(703) 665-3987

VII. U.S. Navy (NAVOTTSA)

LT Paul Hill
NAVOTTSA-81
CP-G #520
Washington, DC 20350
(202) 692-4690

Notes:

1. DSAA is the point of contact for the status of Civic Action equipment cases for all three of the Military Services.
2. Posts should feel free to contact their State AF desk officer on any project problem, since the ISA/AFR program managers coordinate directly with these personnel. Problems can be raised through either DoD or State channels.