

AWARD/CONTRACT		1. CERTIFIED FOR NATIONAL DEFENSE UNDER BDSA REG. 2 AND/OR DMS REG. 1	RATING	PAGE OF PAGES
2. CONTRACT (Proc. Inst. Ident.) NO. DPE-0002-C-00-5019		3. EFFECTIVE DATE May 20, 1985	4. REQUISITION/PURCHASE REQUEST/PROJECT NO. 940-0002.08-3-30157	
5. ISSUED BY Agency for International Development Office of Contract Management Central Operations Division - PE Washington, D.C. 20523		6. ADMINISTERED BY (If other than Item 5) Same <i>(Dr. Nguyen)</i>		

7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, State and ZIP Code) U.S. Small Business Administration San Francisco District 211 Main Street - 4th Floor San Francisco, CA 94105		8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input type="checkbox"/> OTHER (See below)
		9. DISCOUNT FOR PROMPT PAYMENT
		10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN: ITEM 12

11. SHIP TO/MARK FOR N/A	FACILITY CODE	12. PAYMENT WILL BE MADE BY FM/PAD - Room 623 Agency for International Development Washington, D.C. 20523
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13. THIS ACQUISITION WAS: (Check appl. box(es))	A. ADVERTISED	B. NEGOTIATED PURSUANT TO: 15 USC 637 (a)	14. ACCOUNTING AND APPROPRIATION DATA
	<input type="checkbox"/> 10 USC 2304(a)() <input type="checkbox"/> 41 USC 252(c)()		72-1131021.6 346-34-099-00-69-43 PDAA-83-13450-DG11

15A. ITEM NO.	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
	Services as described in attached schedule.				

15G. TOTAL AMOUNT OF CONTRACT \$ 83,956

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X	B	SUPPLIES OR SERVICES AND PRICES/COSTS		PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
X	C	DESCRIPTION/SPECS./WORK STATEMENT		J		LIST OF ATTACHMENTS	
	D	PACKAGING AND MARKING		PART IV - REPRESENTATIONS AND INSTRUCTIONS			
	E	INSPECTION AND ACCEPTANCE		K		REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
X	F	DELIVERIES OR PERFORMANCE		L		INSTRS., CONDS., AND NOTICES TO OFFER	
X	G	CONTRACT ADMINISTRATION DATA		M		EVALUATION FACTORS FOR AWARD	
	H	SPECIAL CONTRACT REQUIREMENTS					

CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

17. <input type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 8 copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)	18. <input type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.
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19A. NAME AND TITLE OF SIGNER (Type or print) U.S. Small Business Administration		20A. NAME OF CONTRACTING OFFICER Judith D. Johnson	
19B. NAME OF CONTRACTOR BY <i>[Signature]</i> (Signature of person authorized to sign)	19C. DATE SIGNED JUN 04 1985	20B. UNITED STATES OF AMERICA BY <i>[Signature]</i> (Signature of Contracting Officer)	20C. DATE SIGNED 5/31/85

Special 8(a) Contract Conditions

The Small Business Administration (SBA) agrees as follows:

- (a) To furnish the supplies or services set forth in this contract according to the specifications and the terms and conditions hereof by subcontracting with Aguirre International (hereinafter called "subcontractor"), an eligible concern pursuant to the provisions of section 8(a) of the Small Business Act, as amended (15 U.S.C. 637(a)).
- (b) That in the event SBA does not award the subcontract for the work hereunder, this contract may be terminated either in whole or in part without cost to either party.
- (c) Delegates to the Agency for International Development (hereinafter called "A.I.D.") the responsibility for administering the subcontract to be awarded hereunder with complete authority to take any action on behalf of the Government under the terms and conditions of the subcontract; provided, however, that the A.I.D. shall give advance notice to the SBA before it issues a final notice terminating the right of a subcontractor to proceed with further performance, either in whole or in part, under the subcontract for default or for the convenience of the Government.
- (d) That payments to be made under any subcontract awarded under this contract will be made directly to the subcontractor by the A.I.D.
- (e) That the subcontractor awarded a subcontract hereunder shall have the right of appeal from decisions of the Contracting Officer cognizable under the "Disputes" clause of said subcontract.

AWARD/CONTRACT		1. CERTIFIED FOR NATIONAL DEFENSE UNDER BDSA REG. 2 AND/OR DMS REG. 1	RATING	PAGE OF PAGES
2. CONTRACT (Proc. Inst. Ident.) NO. 9-85-1-0414		3. EFFECTIVE DATE May 20, 1985	4. REQUISITION/PURCHASE REQUEST/PROJECT NO.	
5. ISSUED BY U.S. Small Business Administration San Francisco District 211 Main Street - 4th Floor		6. ADMINISTERED BY (If other than Item 5) Agency for International Development Office of Contract Management Central Operations Division - PE Washington, D.C. 20523		

7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, State and ZIP Code) Aguirre International 1671 Ascension Drive San Mateo, CA 94402 DUNS NO. 012702058		8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input type="checkbox"/> OTHER (See below)
		9. DISCOUNT FOR PROMPT PAYMENT N/A
		10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN: ITEM 12

CODE	FACILITY CODE	11. SHIP TO/MARK FOR N/A	12. PAYMENT WILL BE MADE BY FM/PAD Room 623 Agency for International Development Washington, D.C. 20523
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13. THIS ACQUISITION WAS: (Check appl. box(es))	A. ADVERTISED	B. NEGOTIATED PURSUANT TO: 15 USC 637 (a)	14. ACCOUNTING AND APPROPRIATION DATA
	<input type="checkbox"/> 10 USC 2304(a)()	<input checked="" type="checkbox"/> 41 USC 252(c)()	

15A. ITEM NO.	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
	Services as described in Prime Contract. DPE-0002-C-00-5019				

15G. TOTAL AMOUNT OF CONTRACT ▶ \$ 83,956.00

(V) SEC.	DESCRIPTION	PAGE(S)	(V) SEC.	DESCRIPTION	PAGE(S)
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	H	SPECIAL CONTRACT REQUIREMENTS			

CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 10 copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)	18. <input type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.
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19A. NAME AND TITLE OF SIGNER (Type or print) Aguirre International	19B. NAME OF CONTRACTOR BY <u>Edward Aguirre</u> (Signature of person authorized to sign)	19C. DATE SIGNED 6-3-85	20A. NAME OF CONTRACTING OFFICER U.S. Small Business Administration	20B. UNITED STATES OF AMERICA BY <u>J. P. [Signature]</u> (Signature of Contracting Officer)	20C. DATE SIGNED JUN 04 1985
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Special 8(a) Subcontract Conditions (APR 1984)

- (a) The Small Business Administration (SBA) has entered into Contract No. DPE-0002-C-00-5019 with the Agency for International Development (A.I.D.) to furnish the supplies or services as described therein. A copy of the contract is attached hereto and made a part hereof.
- (b) Aguirre International, hereinafter referred to as the subcontractor, agrees and acknowledges as follows:
 - (1) That it will, for and on behalf of the SBA, fulfill and perform all of the requirements of Contract No. DPE-0002-C-00-5019 for the consideration stated therein and that it has read and is familiar with each and every part of the contract.
 - (2) That the SBA has delegated responsibility for the administration of this subcontract to the A.I.D. with complete authority to take any action on behalf of the Government under the terms and conditions of this subcontract.
 - (3) That it will not subcontract the performance of any of the requirements of this subcontract to any lower tier subcontractor without the prior written approval of the SBA and the designated Contracting Officer of A.I.D.
- (c) Payments, including any progress payments under this subcontract, will be made directly to the subcontractor by A.I.D.

SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS

B.1 The purpose of this Contract is to provide assistance to the Asociacion Promotora de Institutos Technologicos Superiores (TECSUP) in implementing recommendations, particularly related to strategic planning process, and facilitating work with Delaware Technical Community College, USAID/Peru and AID/PRE.

B.2. Estimated Cost and Fixed Fee

The total estimated cost of the effort stated herein is \$77,736. The fixed fee is \$6,220. The total estimated cost plus fixed fee is \$83,956.

B.3. Budget

a. The following itemized budget sets forth the fixed fee and estimates for reimbursement of dollar costs for individual line items of cost. The Contractor may not exceed the total estimated cost set forth in the budget hereunder. Without the prior written approval of the AID Contracting Officer the Contractor may not exceed the estimated dollar cost for any individual line item of cost shown below by more than 15% of such line item, except for indirect costs (e.g. overhead), which are governed by the article of this section entitled "Establishment of Indirect Cost Rate".

b. Salaries	\$ 34,938
Fringe Benefits	5,638
Travel/Per Diem	22,850
Contract Services	1,650
Materials, Supplies, Etc.	2,521
Total Direct	<u>\$ 67,597</u>
Overhead 15%	\$ 10,139
Fixed Fee	<u>\$ 6,220</u>
Total Cost	<u>\$ 83,956</u>

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

B.4. Payment of Fixed Fee

At the time of each payment to the Contractor on account of allowable costs, the Contractor shall be paid an amount which is in the same ratio to the total fixed fee as the related payment being made on account of allowable costs as to the total estimated cost, provided however, that whenever in the opinion of the Contracting Officer such payment would result in a percentage of fee in excess of the percentage of work completion, further payment of fee may be suspended until the Contractor has made sufficient progress, in the opinion of the Contracting Officer, to justify further payment of fee up to the agreed ratio; provided further that after payment of eighty five percent (85%) of the total fixed fee, the clauses of this Contract entitled "Allowable Cost and Payment" and "Fixed Fee", shall be followed.

B.5. Costs Reimbursable and Logistic Support

The costs allowable under this Contract shall be limited to reasonable, allocable, and necessary costs determined in accordance with the clause of this Contract entitled "Allowable Cost and Payment" and "Fixed Fee".

The Contractor shall provide all necessary logistic support.

B.6. Personnel Compensation

a. In addition to the requirements set forth in the contract clause entitled "Personnel Compensation" the following criteria is required:

1) Return of Overseas Employees

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

2) Annual Salary Increases

Annual salary increases of not more than 5% of the employee's base salary may, subject to the Contractor's established policy and practice, be granted after the employees completion of each twelve month period of satisfactory services under

the contract. Annual salary increases of any kind exceeding these limitations or exceeding the maximum salary of FS-1 may be granted only with the advance written approval of the Contracting Officer.

3. Consultants

The use of consultants is authorized under this contract subject to the technical concurrence of the CTO that the proposed individual is suitable for the task assigned. Fees paid to consultants and reimbursed hereunder shall be reasonable in accordance with the applicable cost principles, FAR 31.205.33, Professional Service Costs, and shall not exceed, without specific approval of the rate by the Contracting Officer, (1) a daily rate based on the current compensation or the highest rate of annual compensation received by the consultant during any full year of the immediately preceding three years or (2) the maximum daily salary rate of FS-1, whichever is less. (Daily rate is determined by dividing annual compensation by 260 days).

b. Definitions

As used herein, the terms "Salaries," "Wages," and "Compensation" mean the periodic remuneration received for professional or technical services rendered exclusive of overseas differential or other allowances associated with overseas service unless otherwise stated. The term "compensation" includes payments for personal services (including fees and honoraria). It excludes earnings from sources other than the individual's professional or technical work, overhead, or other charges.

B.7. Establishment of Indirect Cost Rates

Pursuant to the provisions of the clause of this contract entitled "Post - Determined Indirect Cost Rates" (APR 1984), a rate or rates shall be established for each of the Contractor's accounting periods which apply to this contract. Pending establishment of revised provisional or final indirect cost rates, within the below established ceiling, for each of the Contractor's accounting periods which apply to this contract, provisional payment on account of allowable indirect costs shall be made on the basis of the following negotiated provisional rate applied to the base which is set forth below:

- 1 -

<u>Type of Rate</u>	<u>Rate</u>	<u>Base</u>
Provisional/ Ceiling	15%	Total Direct Costs

Section C - Statement of Work

C.1. Objectives

1. Facilitate Project management and coordination of U.S. technical assistance with the activities of TECSUP, Delaware Technical Community College, USAID/Peru and AID/PRE.
2. Transfer to TECSUP the technologies underlying strategic planning and management/educational data systems. Refine and extend the strategic planning accomplished thus far to produce a TECSUP Strategic/Operation Plan for 1985-1989. Train TECSUP staff, as needed, in implementation of specific strategic planning components.
3. Provide assistance in refining the TECSUP/AID decision data system to produce on-going information for TECSUP, AID/PRE and USAID/Peru for long-term planning and operations. (Design and pilot computerized data base of management activities, including agreements, tasks to be performed, materials developed, evaluation process for this project based on the recommendations made in January, 1985 Aguirre report.)

C.2. Scope of Services

May - June

Contractor will meet with TECSUP staff in Peru to update the extent of coordination with Delaware Technical Community College (DTCC), review the scope of this Contract with TECSUP and USAID/Peru, update the institutional analysis to include Deloit, Haskins and Sells findings and recommendations and update the status of the TECSUP infrastructure with regard to implementation of most recent reports.

Contractor will train TECSUP staff to design and construct preliminary project management and scheduling of AID funded activities in 1985. Contractor will identify the TECSUP staff to work on the Planning Process and assist in the Preparation of Detailed Specifications. Establishment of planning responsibility and authority with TECSUP will be set and a planning format developed.

Contractor will return to Washington, D.C. and brief the Project Officer, AID/PRE.

July - August

Contractor will meet with TECSUP staff in Peru to review status of operations and planning. Contractor will analyze the effectiveness of previous month's training of TECSUP staff and the planning process to date. Contractor will assist in subsequent planning steps, refine TECSUP objectives, analyze TECSUP current and anticipated markets and income opportunities, analyze TECSUP current and projected financial positions and develop the criteria for selecting alternative courses of action and the method by which those actions are analyzed to determine their effect upon the TECSUP capital and liquidity positions.

Contractor will analyze the accomplishments and objectives of TECSUP as they relate to the goals of a high-quality, technical education institution. The Contractor will meet with TECSUP Board of Directors and Advisory Committees, as appropriate, to assist in selecting organizational strategies, analyzing risks and resources, developing time tables and refining operational plans. The Contractor will provide the training and materials necessary to develop staff capabilities in implementing and understanding the organizational plans and strategies. Staff training will include operation of the Management Information System.

Contractor will return to Washington, D.C. and brief the Project Officer, AID/PRE, and meet with DTCC staff in Delaware to review short course development.

September - October

Contractor will meet with TECSUP staff in Peru to review progress, analyze the effectiveness and use of the Management Information System, assist in necessary revision of the planning process such as timetables and operational plan, assist with the final strategic plan feasibility check and outline steps for major plan review.

December - January

Contractor will meet with TECSUP staff in Peru to review and provide necessary training on the final step to produce the 1986-1990 TECSUP Strategic Plan. The Contractor will obtain updated information on the status of TECSUP Management Systems and the accomplishments of AID funded activities. A draft summary of the final project report, including final TECSUP strategic plan, will be prepared and USAID/Peru and TECSUP will be debriefed.

Contractor will return to Washington, D.C. to present the draft summary of the final report to Project Officer, AID/PRE, and DTCC.

C.3. Technical Directions

Performance of the work hereunder shall be subject to the technical directions of the cognizant A.I.D. technical officer (CTO) A. Mohn, AID/PRE/PPR. As used herein, "Technical Directions" are directions to the Contractor which fill in details, suggest possible lines of inquiry, or otherwise complete the general scope of work. "Technical Directions" must be within the terms of this contract, shall not change or modify them in any way, and shall not constitute changes within the meaning of the contract clause entitled "Changes-Cost Reimbursement," Alternate I - APR 1984. The Contractor shall notify the Contracting Officer in writing of any Technical Directions which he considers to constitute changes prior to performing such changes.

C.4. Personnel

The Personnel which the Contractor will furnish for the performance of this Contract are as follows:

Edward Aguirre 68 Days
Project Director

Angela Garcia 60 Days
Strategic Planner/
Systems Specialist

Section F - Deliveries and Performance

- F.1. The effective date of this Contract is May 20, 1985 and the estimated completion date is February 28, 1986.
- F.2. In the event that the Contractor fails to complete the scope of work set forth herein, then the Contracting Officer may require the Contractor to continue performance of the work beyond the estimated completion date until the Contractor has completed the specified scope of work or until the estimated cost of the work for such period shall have been expended.
- F.3. Deliverables
- a) Subsequent to the first trip to Peru (May - June), but no later than July 1, 1985, the Contractor shall submit to the Project Officer, AID/PRE, for review and

approval, a detailed plan of work and itinerary for accomplishing the requirements of this Contract. Also included will be a report of the first trip updating the status of TECSUP operations.

- b) Subsequent to the second trip to Peru (July - August) the Contractor shall submit to the Project Officer, AID/PRE, a report of TECSUP progress and specific assistance provided by the Contractor.
- c) Subsequent to the third trip to Peru (September - October) the Contractor shall submit to the Project Officer, AID/PRE, a written description of the TECSUP strategic plan course of action, timetables and operational plans.
- d) Subsequent to the fourth trip to Peru, but no later than January 31, 1986, the Contractor shall submit to the Project Officer, AID/PRE, a draft final report for review and comments. AID/PRE will provide to the Contractor written comments within ten working days of receipt of the report. Within 15 working days of receipt of AID/PRE comments, the Contractor shall submit 15 copies, in English, of the final Project Report for approval and distribution by AID/PRE.

Section G - Contract Administration Data

PIO/T No.	940-0002.08-3-30157
Appropriation No.	72-1131021.6
Allotment No.	346-34-099-00-69-43
Budget Plan	PDAA-83-13450-DG11
Contract No.	DPE-0002-C-00-5019
Contract Period	5/20/85 - 2/28/86
Total Est. Cost/Oblig.	\$83,956
Project Officer	A. Mohn, PRE/PPR
DUNS NO.	012701058

SECTION I, CONTRACT CLAUSES

1. Clauses Incorporated by Reference (April 1984). This contract incorporates the following clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make full text available.

I. Federal Acquisition Regulation (48 CFR Chapter 1) Clauses

52.202-01	Definitions (APR 1984)
52.203-05	Covenant Against Contingent Fees (APR 1984)
52.242-01	Notice of Intent to Disallow Costs (APR 1984)
52.244-02	Subcontracts Under Cost Reimbursement and Letter Contracts (APR 1984)
52.203-01	Officials Not to Benefit (APR 1984)
52.203-03	Gratuities (APR 1984)
52.212-13	
& Alternate I	Stop-Work Order (APR 1984)
52.215-01	Examination of Records by Comptroller General (APR 1984)
52.215-02	Audit-Negotiation (APR 1984)
52.215-22	Price Reduction for Defective Cost or Pricing Data (APR 1984)
52.215-24	Subcontractor Cost or Pricing Data (APR 1984)
52.215-30	Facilities Capital Cost of Money (APR 1984)
52.215-31	Waiver of Facilities Capital Cost of Money (APR 1984)
52.216-07	Allowable Cost and Payment (APR 1984)
52.216-08	Fixed Fee (APR 1984)
52.219-08	Utilization of Small Business Concerns and Small Disadvantaged Business Concerns (APR 1984)
52.222-03	Convict Labor (APR 1984)
52.222-26	Equal Opportunity (APR 1984)
52.222-35	Affirmative Action for Special Disabled and Vietnam Era Veterans (APR 1984)
52.222-36	Affirmative Action for Handicapped Workers (APR 1984)
52.225-11	Certain Communist Areas (APR 1984)
52.232-17	Interest (APR 1984)
52.232-23	Assignment of Claims (APR 1984)
52.233-22	Limitation of Funds (APR 1984)
52.233-01	
& Alternate I	Disputes (APR 1984)

12

52.243-02 Changes - Cost Reimbursement - Alternate I (APR 1984)
 52.244-05 Competition in Subcontracting (APR 1984)
 52.245-05 Government Property (Cost Reimbursement, Time-and-Materials, or Labor-Hour Contracts) (APR 1984)
 52.246-05 Inspection of Services - Cost - Reimbursement (APR 1984)
 52.246-25 Limitation of Liability - Services (APR 1984)
 52.249-06 Termination (Cost - Reimbursement) (APR 1984)
 52.249-14 Excusable Delays (APR 1984)
 52-251-01 Government Supply Sources (APR 1984)

II. Agency for International Development (48 Chapter 7)

752.202-1 Definitions (APR 1984)
 752.216-70 Post-Determined Indirect Cost Rates (APR 1984)
 752.245-70 Government Property - AID Reporting Requirements (APR 1984)
 752.245-71 Title to and Care of Property (APR 1984)
 752.7001 Biographical Data (APR 1984)
 752.7002 & Alternate 73 Travel and Transportation (APR 1984)
 752.7003 & Alts. 70 & 71 Payment (APR 1984)
 752.7004 Source and Nationality Requirements for Procurement of Goods and Services (APR 1984)
 752.7005 Language, Weights, and Measures (APR 1984)
 752.7006 Notices (APR 1984)
 752-7007 Personnel Compensation (APR 1984)
 752.7008 Use of Government Facilities or Personnel (APR 1984)
 752.7014 Notice of Changes in Travel Regulations (APR 1984)
 752.7020 Organizational Conflicts of Interest (APR 1984)
 752.7025 Approvals (APR 1984)
 752.7026, Alternate 70 Reports (APR 1984)
 752.7027 Personnel (APR 1984)
 752.7031, Alternate 70 Leave and Holidays (APR 1984)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 6
2. AMENDMENT/MODIFICATION NO. 1	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable) 940-0002.08
6. ISSUED BY Contracting Officer Agency for International Development Science & Technology Division Health & Population Branch (AAM/ST/HP) Washington, DC 20523		7. ADMINISTERED BY (If other than Item 6) PRE/PPR, A. Mohn	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) <u>PRIME</u> US Small Business Administration		(y)	9A. AMENDMENT OF SOLICITATION NO.
<u>SUBCONTRACTOR</u> Aguirre International 1671 Ascension Drive San Mateo, CA 94402			9B. DATED (SEE ITEM 11)
CODE		X	10A. MODIFICATION OF CONTRACT/ORDER NO. DPE-0002-C-00-5019
FACILITY CODE			10B. DATED (SEE ITEM 13) 5/20/85

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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

(y)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: The Foreign Assistance Act of 1961, as amended, and E.O. No. 11223.
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return 8 copies to the issuing office.

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

PLEASE SEE ATTACHMENT

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

15A. NAME AND TITLE OF SIGNER (Type or print) Edward Aguirre PRESIDENT	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Judith D. Johnson Contracting Officer, Chief, AAM/ST/HP
15B. CONTRACTOR/OFFEROR <i>Edward Aguirre</i> (Signature of person authorized to sign)	16B. UNITED STATES OF AMERICA BY <i>J. Johnson</i> (Signature of Contracting Officer)
15C. DATE SIGNED 12-09-85	16C. DATE SIGNED 12/10/85

Contract No. DPE-0002-C-00-5019 is hereby modified as follows:

A. Section B - Supplies or Services and Price/Costs.

Under paragraph "B.3. Budget", delete subparagraph "b." in its entirety and insert the following in lieu thereof:

"b. Salaries	\$39,167
Fringe Benefits	6,658
Travel/Per Diem	19,209
Contract Services	1,300
Materials/Supplies, etc.	1,262
TOTAL DIRECT	\$67,596
Overhead 15%	10,139
Fee	6,220
TOTAL COST/FEE	\$83,956

B. Section C - Statement of Work

1. Delete paragraphs "C.1. Objectives" and "C.2. Scope of Services" in their entirety, and insert the following in lieu thereof:

"C.1. Objectives of Technical Assistance

1. Facilitate project management and coordination of U.S. technical assistance with the activities of TECSUP, Delaware Technical Community College, AID/Peru and AID/PRE. (Aguirre International is to be informed of all plans and development so that these can be integrated into the strategic planning process).

2. Transfer to TECSUP the principles and methods underlying strategic planning and management/educational data systems. Refine and extend the strategic planning accomplished thus far to produce an institutional TECSUP Strategic Plan for 1986-1990, including a process for generating yearly operational plans. Train TECSUP staff, as needed, in the implementation of specific strategic planning components.

3. Provide assistance in refining the TECSUP/AID decision data system to produce on-going information for TECSUP, AID/PRE, and AID/PERU for the long-term planning and operations. (Design and pilot computerized data base of management activities, including agreements, tasks to be performed, materials developed, and evaluation process for this project based on the recommendations made in the December 1984 Aguirre report).

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C.2. Scope of Services

May - June 1985

The Contractor will meet with AID, TECSUP, and DTCC administrators in Washington to review and update status and roles of the Contractor, DTCC, AID, and TECSUP. The Contractor will receive from DTCC, TECSUP, and AID, all information necessary to keep current on project developments so as to integrate it into the development of the TECSUP strategic and operational plans.

The Contractor will meet with AID and TECSUP staff in Peru to update and review this scope of work, update the institutional analyses to include the Deloitte, et al report findings and recommendations. The General Director of TECSUP will identify for the Contractor the key TECSUP staff who will have the authority and responsibility for planning, including the coordinator of the process, who will assist in the preparation of detailed specifications. These will be under the ultimate supervision of the General Director and involve current top level managers, with one serving as coordinator. A separate TECSUP planning office is not expected nor seen as appropriate at this time.

Summary of Tasks:

1. Review present Aguirre International (AI) workscope, determine AI/TECSUP process. Update, draft schedule of tasks, personnel, AI visits, dates.
2. Review AI, Deloitte et. al. reports, update changes which have occurred.
3. Develop a schedule of work to be accomplished regarding planning process; establish format, obtain from the TECSUP General Director the names of staff authorized and responsible for planning including the coordinator and key personnel participating in the process.
4. Update the information regarding the TECSUP organizational domain described in February 1985 report by Dr. Aguirre.
5. Update general and specific TECSUP objectives.
6. Update current perception of basic assumptions about future development which will affect TECSUP.

The Contractor will present draft report of first-visit outcomes to TECSUP and AID/Peru before leaving Lima and will return to Washington, DC to brief the Project Officer, AID/PRE, and appropriate DTCC staff.

June - August 1985

AGUIRRE INTERNATIONAL

1. Update TECSUP Strategic Plan incorporating results of first visit into strategic and operational planning process.

2. Generate alternative models for consideration and analyses during second TECSUP visit: design computer-based spreadsheet models of alternative TECSUP outcomes, incomes, expenditures, offerings, clients -- systems necessary for institutional development.

3. Review/generate alternative courses of actions based on 1 and 2 for TECSUP consideration.

TECSUP

Review findings of June AI visit and implement agreed-upon follow-up.

August - September 1985

1. Update TECSUP Strategic Plan to date, incorporate results of TECSUP analysis of current and anticipated markets and income opportunities, current and projected financial positions.

2. Update TECSUP Strategic Plan to date, incorporate results of TECSUP development of criteria and methods for selecting alternative courses of action, where necessary, to determine their effect upon TECSUP.

3. Review TECSUP identification of strategic alternative courses of actions, if appropriate. Present and integrate alternative models -- computer-based models of alternative TECSUP outcomes, incomes, expenditures, offerings, clients -- systems necessary for institutional development.

4. Review overall planning process with TECSUP staff, revise as necessary including timetables and operational plans in view of changes in basic assumptions.

5. Meet with TECSUP Board of Directors and advisory committees, as appropriate, to inform and obtain comments on progress to date.

6. Provide the training and materials necessary to develop staff capabilities for implementing and understanding the organizational plans and strategies. Training will include operation of management information system.

7. Assist with the final Strategic Plan feasibility check and outline steps for major plan review.

8. Meet with TECSUP planners to review progress to date and or to be accomplished by the November/December visit.

The Contractor will brief TECSUP and AID/Peru prior to departure and return to Washington, DC to brief Project Officer, AID/PRE, and appropriate DTCC staff.

October - November 1985

AGUIRRE INTERNATIONAL

1. Review results of second trip and integrate into draft of TECSUP 1986-1990 strategic plan.

2. Finalize computer-based models integrating results of meetings with the executive director of TECSUP, the chief planner of the organization, and other planning personnel.

3. Prepare and obtain materials for final visit.

TECSUP

Review results of second AI visit and implement follow-up determined during second visit.

November - December 1985

1. Update TECSUP 1986-1990 Strategic Plan incorporating results of work done since second visit. Review and provide necessary training on the final step to produce the 1986-1990 TECSUP Strategic Plan. The Contractor will obtain updated information on the status of TECSUP Management Systems and the accomplishments of AID-funded activities.

2. Conduct final interviews and develop draft final project report, including final TECSUP 1986-1990 Strategic Plan.

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The Contractor will present an oral report and draft of final project report, including final TECSUP and AID/Peru. The Contractor will visit Washington, DC and present draft of final project report and TECSUP 1986-1990 Strategic Plan. After receiving feedback on draft report, the Contractor will complete and deliver final project report per contract terms."

2. Delete paragraph "C.4. Personnel" in its entirety and insert the following in lieu thereof:

"C.4. Personnel

The personnel which the Contractor will furnish for the performance of this Contract are as follows:

Edward Aguirre 81 days
Project Director

Angela Garcia 66 days
Strategic Planner/
Systems Specialist"

C. Section F - Deliveries and Performance

Delete paragraph "F.3. Deliverables" in its entirety and substitute the following therefor:

"F.3. Deliverables

1. Subsequent to the first trip to Peru (June), but no later than July 22, 1985, the Contractor shall submit to the Project Officer, AID/PRE, for review and approval, a detailed plan of work and itinerary for accomplishing the requirements of this Contract. Also included will be a report of the first trip updating the status of TECSUP operations.

2. Subsequent to the second trip to Peru (August/September) the Contractor shall submit to the Project Officer, AID/PRE, a report of TECSUP progress and specific assistance provided by the Contractor.

3. Subsequent to the third trip to Peru, no later than January 31, 1986, the Contractor shall submit to the Project Officer, AID/PRE, a draft final report for review and comments. AID/PRE will provide to the Contractor written comments within ten working days of receipt of the report. Within 15 working days of receipt of AID/PRE comments, the Contractor shall submit 15 copies, in English, of the final project report for approval and distribution by AID/PRE."

D. Except as expressly herein amended, all other terms and conditions remain unchanged.

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SECTION F - DELIVERIES AND PERFORMANCE

Paragraph F.1 - delete the estimated completion date "February 28, 1986" and substitute "March 31, 1986" in lieu thereof.

Paragraph F.3, subparagraph 3 - delete the date "January 31, 1986" and substitute "April 25, 1986" in lieu thereof.

Except as expressly herein amended, all other terms and conditions remain unchanged.