

PDFAQ 674

CONTRACT

PART ONE: COMPLETE EACH BLOCK FOR BOTH NEW ASSISTANCE/ACQUISITION AND MODIFICATION ACTIONS

3. Contract/Agreement Number: <u>DAN-5055-C-00-5113-00</u>	
4. Contractor/Recipient Name: <u>INTERNATIONAL SCIENCE & TECHNOLOGY INSTITUTE INC</u>	5. Organization Symbol:
6. Project Title: <u>Technical Advisory Support Services</u>	
7. Project Officer's Name: <u>H. Williamson</u>	8. Organization Symbol: <u>S&T/RUR</u>

3 sheets

9. Requisitioning Document ID No: <u>936-5055.01-5361386</u>	19. Budget Plan Code: <u>App. 72-1151021.3, All. 543-36-099-00-20-51</u>	
10. TYPE OF ACTION: A. New Acquisition/Assistance B. Continuation of activities set forth in a contractual document C. Revision of work scope/purpose of award	20. Country or Region of Performance: <u>WORLDWIDE</u>	
	21. a. This Action Increases TEC by \$ <u>2,632,867</u> b. Total Est. Cost of Contractual Document \$ <u>2,632,867</u>	
11. Amount of this PIO/T: Obl. U.S. \$ <u>550,000 (inc.)</u>	22. Amount of Non-Federal Funds Pledged to the Project: U.S. \$ <u>0</u>	
12. Amount Obligated/Subobligated/Deobligated by this Action: U.S. \$ <u>1,095,833</u> <u>550,000</u>		
13. Cumulative Obligation: U.S. \$ <u>550,000</u>	23. Effective Date of this Action: <u>9/17/85</u>	
14. This Action Funded Through: <u>9/30/87</u>	24. Estimated Completion/Expiration Date: <u>9/30/90</u>	
15. Date Contractual Documents Signed by AID Official: <u>9/17/85</u>	25. Contractor DUNS Number: <u>0191134111311</u>	
16. Incrementally Funded Contract: <u>YES</u>	26. Consultant Type Award: <u>NO</u>	
17. Host Country/Counterpart Inst.: (Univ. Contracts) <u>NA</u>	27. Number of Person Months: (PASA/RSSA only) <u>NA</u>	
18. Campus Coordinator: (Univ. Contracts) <u>NA</u>	28. Number of Persons: (PASA/RSSA only) <u>NA</u>	
29. Negotiator's Typed Name: <u>J. Kryschal JK</u>	30. Negotiator's Signature: <u>[Signature]</u>	31. Date Signed: <u>9/30/85</u>
32. Contract/Grant Officer's Organization Symbol: <u>COD/AN JK 6/17</u>	33. Contract/Grant Officer's Signature: <u>[Signature]</u>	34. Date Signed: <u>9/30/85</u>

PART TWO: COMPLETE EACH BLOCK FOR NEW ASSISTANCE/ACQUISITION ACTIONS ONLY

35. SELECTION PROCEDURES: A. Formally Advertised B. Negotiated Price Competition, General Procedure C. A&E D. Ed. Inst. and/or Int'l. Research E. Collaborative Assistance F. Predominant Capability G. Unsolicited Proposal	H. Procurement to be Performed by the Contractor in Person <input checked="" type="checkbox"/> K I. Sole Source J. Impairment of Foreign Policy Objectives K. 8(a) Selection L. Grant/Cooperative Agreement M. Competitive N. Small Business Set Aside O. Overseas Procuring Activities
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550,000
 300,000
 245,833
 1,095,833

ENTERED
 2

<p>36. CONTRACT TYPE:</p> <p>A. Fixed Price (Specify: FFP, FPRD, FPEPA, FPI) <input type="checkbox"/></p> <p>B. Cost Reimbursement (Specify: CR, CPFF, CS, CPAF, CPIF) <input checked="" type="checkbox"/></p> <p>C. IQC & Requirements Contracts <input type="checkbox"/></p> <p>D. Other <input type="checkbox"/></p> <p style="text-align: right;">CPFF</p>	<p>45. LABOR SURPLUS AREA PREFERENCE: <input type="checkbox"/></p> <p>● Labor Surplus Area <input type="checkbox"/></p> <p>A. No Preference <input type="checkbox"/></p> <p>B. Tie Bid Preference <input type="checkbox"/></p> <p>C. Total Set Aside <input type="checkbox"/></p> <p>D. Not a Labor Surplus Area Preference Award <input checked="" type="checkbox"/></p>
<p>37. ADVANCE: <input type="checkbox"/></p> <p>A. No Advance <input type="checkbox"/></p> <p>B. Advance Non-FRLC <input type="checkbox"/></p> <p>C. Advance FRLC <input checked="" type="checkbox"/></p>	<p>46. Number of Bidders Offering Items or Services of Foreign Content: <input type="checkbox"/></p> <p style="text-align: right;">NONE</p>
<p>38. SUBJECT TO STATUTORY REQUIREMENT: <input type="checkbox"/></p> <p>A. Walsh-Healey Act, Manufacturer* <input type="checkbox"/></p> <p>B. Walsh-Healey Act, Regular Dealer* <input type="checkbox"/></p> <p>C. Service Contract Act (U.S. ONLY - Guards, Maintenance, Laborers) <input type="checkbox"/></p> <p>D. Davis-Bacon Act (Construction) <input type="checkbox"/></p> <p>E. Not subject to Walsh-Healey; Service Contract or Davis-Bacon Act (Most AID Contracts) <input checked="" type="checkbox"/></p> <p>* Equipment, Supplies, Materials, and Commodities</p>	<p>47. TYPE OF BUSINESS: <input type="checkbox"/></p> <p>A. Source: Non-U.S. and Used Outside U.S. & Possessions <input type="checkbox"/></p> <p>B. Source: Non-U.S. and Possessions (Foreign Purchases Used Inside U.S.) (If U.S. Source, complete C through Q) <input type="checkbox"/></p> <p>C. Firm - Profit Making & PSC's <input type="checkbox"/></p> <p>● Non-Profit Organizations <input type="checkbox"/></p> <p>D. Private Educational Organizations <input type="checkbox"/></p> <p>E. Hospitals <input type="checkbox"/></p> <p>F. Research Institutions, Foundations, and Laboratories <input type="checkbox"/></p> <p>G. Other <input type="checkbox"/></p> <p>● Private Voluntary Organizations <input type="checkbox"/></p> <p>H. U.S. Registered <input type="checkbox"/></p> <p>I. U.S. Non-Registered <input type="checkbox"/></p> <p>J. Foreign <input type="checkbox"/></p> <p>● State/Local Government <input type="checkbox"/></p> <p>K. Educational Institutions <input type="checkbox"/></p> <p>L. Hospitals <input type="checkbox"/></p> <p>M. Research Organizations <input type="checkbox"/></p> <p>N. Other <input type="checkbox"/></p> <p>O. International Agricultural Research Organizations <input type="checkbox"/></p> <p>P. Public International Organizations <input type="checkbox"/></p> <p>Q. U.S. Cooperatives <input type="checkbox"/></p>
<p>39. Country of Manufacture (Specify) <u>USA</u></p>	<p>48. Women Owned Business? <input type="checkbox"/></p> <p style="text-align: right;">NO</p>
<p>40. CURRENCY INDICATOR: <input type="checkbox"/></p> <p>A. U.S. Dollar <input checked="" type="checkbox"/></p> <p>B. Local Currency <input type="checkbox"/></p> <p>C. Combination <input type="checkbox"/></p> <p>D. Unfunded <input type="checkbox"/></p>	<p>49. TYPE AWARD: <input type="checkbox"/></p> <p>● Small Business <input type="checkbox"/></p> <p>A. Not Set Aside <input type="checkbox"/></p> <p>B. Partial Set Aside <input type="checkbox"/></p> <p>C. Total Set Aside <input type="checkbox"/></p> <p>D. Personal Service Contract <input type="checkbox"/></p> <p>E. Individual Non-Personal Service Contract <input type="checkbox"/></p> <p>F. U.S. Government <input type="checkbox"/></p> <p>G. University <input type="checkbox"/></p> <p>H. Other Non-Profit Organizations <input type="checkbox"/></p> <p>I. Large Businesses <input type="checkbox"/></p>
<p>41. SUBCONTRACTS: Is There a Provision for a Subcontract? (Contracts only) <input type="checkbox"/></p> <p style="text-align: right;">No</p>	<p>50. Paying Office: Payment will be made by <u>M/EM / PAFD</u></p>
<p>42. TYPE SERVICE: <input type="checkbox"/></p> <p>A. Training of Participants <input type="checkbox"/></p> <p>B. Technical Assistance to Host Country (Program, Project related except A&E Services) <input type="checkbox"/></p> <p>C. A&E Services <input type="checkbox"/></p> <p>D. Construction <input type="checkbox"/></p> <p>E. Research <input type="checkbox"/></p> <p>F. Technical Services to AID (other than training; usually operating expense) <input type="checkbox"/></p> <p>G. Training Service for AID <input type="checkbox"/></p> <p>H. Equipment, Materials, Supplies, Commodities <input type="checkbox"/></p> <p>I. Translation Service <input type="checkbox"/></p>	<p>AID 1420-49 (8-83) - Page 2</p>
<p>43. CONTRACT/AGREEMENT SOURCE: <input type="checkbox"/></p> <p>A. U.S. Contractor/Grantee <input checked="" type="checkbox"/></p> <p>B. Non-U.S. Contractor/Grantee <input type="checkbox"/></p> <p>C. Combination of A & B <input type="checkbox"/></p>	<p>M/CM/SD/SS (COORS)</p>
<p>44. TYPE OF AMERICAN OWNERSHIP: <input type="checkbox"/></p> <p>● Minority <input type="checkbox"/></p> <p>A. Asian/Pacific Islander <input type="checkbox"/></p> <p>B. Black American <input checked="" type="checkbox"/></p> <p>C. American Aleuts or Eskimos <input type="checkbox"/></p> <p>D. American Indian <input type="checkbox"/></p> <p>E. Hispanic <input type="checkbox"/></p> <p>F. Other (Specify) _____ <input type="checkbox"/></p> <p>G. Non-Minority <input type="checkbox"/></p>	<p style="text-align: right;">3</p>

10. TYPE OF ACTION

A

- A. New Acquisition/Assistance
- B. Amendment/Modification
 - 1. New/Revised Scope
 - 2. Funded Extension
 - 3. No Cost Extension
 - 4. Transfer of action from AID/W to Mission/
Mission to AID/W
 - 5. Incremental Funding
 - 6. Overhead Rate Adjustment
 - 7. Contract Closeout
 - 8. Other

C. Please write in FPR or FAR in the blank FAR.

51. SYNOPSIS PRIOR TO AWARD

C

- A. Synopsized prior to awards (see FAR 5.201)
- B. Not Synopsized Due To Emergency (see FAR 5.202(d))
- C. Not Synopsized for other reasons (see FAR 5.202
except d)

52. COMPETITIVE SOLICITATION PROCEDURES

N

- A. Normal full & open competition
- B. Architect - Engineer
- C. Basic Research Proposal
- D. Multiple Award Schedule
- E. Alternate Source - Reduced Cost
- F. Alternate Source - Mobilization
- G. Alternate Source - Engineering/R&D
Capability
- H. Small Business Set-Aside
- J. Labor Surplus Area Set-Aside
- K. LSA/Small Business Set-Aside
- L. Other than full & open competition
- M. Small purchases
- N. 8(A) program
- P. Otherwise authorized by Statute

53. AUTHORITY FOR OTHER THAN FULL
& OPEN COMPETITION

- A. Unique Source
- B. Follow-on Contract
- C. Unsolicited Research Proposal
- D. Patent/Data Rights
- E. Utilities
- F. Standardization
- G. Only One Source - Other
- H. Urgency
- J. Mobilization
- K. Essential R&D Capability
- L. International Agreement
- M. Authorized by Statute
- N. Authorized Resale
- P. National Security
- Q. Public Interest

54. METHOD OF SOLICITATION

E

- A. Sealed Bid
- B. Competitive Proposal
- C. Combination/Competition
- D. Other Competition
- E. Noncompetitive

55. NUMBER OF OFFERORS

A

- A. Only one offeror.
- B. More than one offeror.

56. APPLICABILITY OF COMPETITION IN CONTRACT ACT

B

- A. PRE-CICA
- B. POST-CICA

CONTRACT/AGREEMENT DATA SHEET	B 9026	1.M/SER/CM/SD/SS Action Monitor: L.B.	2. Date PIO/T Received: 6 / 19 / 85
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PART ONE: COMPLETE EACH BLOCK FOR BOTH NEW ASSISTANCE/ACQUISITION AND MODIFICATION ACTIONS

3. Contract/Agreement Number: DAN-5055-C-00-5113-00		Val: 9/30/85	
4. Contractor/Recipient Name: International Science and Technology Institute, Inc.		5. Organization Symbol:	
6. Project Title: Technical Advisory Support Services		8. Organization Symbol: S&T/RUR	
7. Project Officer's Name: H. Williamson			
9. Requisitioning Document ID No: 936-5055.01-5361387		19. Budget Plan Code: App. 72-1151021.0, All. 548-36-099-00-20-51	
10. TYPE OF ACTION: A. New Acquisition/Assistance <input checked="" type="checkbox"/> A B. Continuation of activities set forth in a contractual document C. Revision of work scope/purpose of award		20. Country or Region of Performance: WORLD WIDE	
11. Amount of this PIO/T: Obl. U.S. \$ 300,000 (inc.)		21. a. This Action Increases TEC by \$ 0 b. Total Est. Cost of Contractual Document \$ 2,632,867	
12. Amount Obligated/Subobligated/Deobligated by this Action: U.S. \$ 850 300,000		22. Amount of Non-Federal Funds Pledged to the Project: U.S. \$ 0	
13. Cumulative Obligation: U.S. \$ 850,000		23. Effective Date of this Action: 9/17/85	
14. This Action Funded Through: 9/30/87		24. Estimated Completion/Expiration Date: 9/30/90	
15. Date Contractual Documents Signed by AID Official: 9/17/85		25. Contractor DUNS Number: 091341131	
16. Incrementally Funded Contract: YES		26. Consultant Type Award:	
17. Host Country/Counterpart Inst. (Univ. Contracts): NA		27. Number of Person Months (PASA/RSSA only):	
18. Campus Coordinator (Univ. Contracts): NA		28. Number of Persons (PASA/RSSA only):	
29. Negotiator's Typed Name: J. Kryschal JK		30. Negotiator's Signature: <i>J. Kryschal</i>	
31. Date Signed: 9/30/85		32. Contract/Grant Officer's Organization Symbol: JC 6/19	
33. Contract/Grant Officer's Signature: <i>J. Kryschal</i>		34. Date Signed: 9/30/85	

PART TWO: COMPLETE EACH BLOCK FOR NEW ASSISTANCE/ACQUISITION ACTIONS ONLY

35. SELECTION PROCEDURES: A. Formally Advertised B. Negotiated Price Competition, General Procedure C. A&E D. Ed. Inst. and/or Int'l. Research E. Collaborative Assistance F. Predominant Capability G. Unsolicited Proposal		H. Procurement to be Performed by the Contractor in Person <input checked="" type="checkbox"/> K I. Sole Source J. Impairment of Foreign Policy Objectives K. 8(a) Selection ● Grant/Cooperative Agreement L. Competitive M. Noncompetitive N. Small Business Set Aside O. Overseas Procuring Activities	
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4. Contractor/Recipient Name: <u>INTER NATIONAL SCIENCE AND TECHNOLOGY INSTITUTE</u>	5. Organization Symbol:	
6. Project Title: <u>Technical Advisory Support Services</u>		
7. Project Officer's Name: <u>H. Williamson</u>	8. Organization Symbol: <u>S&T/RUR</u>	
9. Requisitioning Document ID No: <u>936-5055.01-5361386</u>	19. Budget Plan Code: <u>App. 72-1151021.3, All. 543-36-099-00-20-51</u>	
10. TYPE OF ACTION: A. New Acquisition/Assistance B. Continuation of activities set forth in a contractual document C. Revision of work scope/purpose of award <div style="border: 1px solid black; display: inline-block; padding: 2px; margin-left: 10px;">A</div>	20. Country or Region of Performance: <u>WORLDWIDE</u>	
11. Amount of this PIO/T: Ob1. U.S. \$ <u>245,833 (incs)</u>	21. a. This Action Increases TEC by \$ <u>0</u> b. Total Est. Cost of Contractual Document \$ <u>\$2,632,867</u>	
12. Amount Obligated/Subobligated/Deobligated by this Action: U.S. \$ <u>245,833</u>	22. Amount of Non-Federal Funds Pledged to the Project: U.S. \$ <u>0</u>	
13. Cumulative Obligation: U.S. \$ <u>1,095,833</u>	23. Effective Date of this Action: <u>9 / 17 / 85</u>	
14. This Action Funded Through: <u>9 / 30 / 87</u>	24. Estimated Completion/Expiration Date: <u>9 / 30 / 90</u>	
15. Date Contractual Documents Signed by AID Official: <u>9 / 17 / 85</u>	25. Contractor DUNS Number: <u>0913411311</u>	
16. Incrementally Funded Contract: <u>YES</u>	26. Consultant Type Award: <u>NO</u>	
17. Host Country/Counterpart Inst. (Univ. Contracts) <u>NA</u>	27. Number of Person Months (PASA/RSSA only) <u>NA</u>	
18. Campus Coordinator (Univ. Contracts) <u>NA</u>	28. Number of Persons (PASA/RSSA only) <u>NA</u>	
29. Negotiator's Typed Name: <u>J. Kryschal</u>	30. Negotiator's Signature: <i>J. Kryschal</i>	31. Date Signed: <u>9/30/85</u>
32. Contract/Grant Officer's Organization Symbol: <u>COD/AN</u>	33. Contract/Grant Officer's Signature: <i>H. Williamson</i>	34. Date Signed: <u>9/30/85</u>

PART TWO: COMPLETE EACH BLOCK FOR NEW ASSISTANCE/ACQUISITION ACTIONS ONLY

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ORIGINAL

DUNS NUMBER 09 134 1131

OCT 4 1985

AWARD/CONTRACT

1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)

RATING

PAGE 1 OF 2 PAGES

2. CONTRACT (Proc. Inst. Ident.) NO. DAN-5055-00-C-5113-00

3. EFFECTIVE DATE SEP 17 1985

4. REQUISITION/PURCHASE REQUEST/PROJECT NO. 936-5055.01-5361386

5. ISSUED BY Agency for International Development Office of Contract Management, COD/AN Washington, D.C. 20523

6. ADMINISTERED BY (If other than Item 5) CODE

7. NAME AND ADDRESS OF CONTRACTOR (Prime - Small Business Administration 1111 18th Street, N.W. 6th Floor Washington, D.C. 20036)

8. DELIVERY NA FOB ORIGIN OTHER (See below)

Sub - International Science & Technology Institute, Inc. 2033 M Street, N.W. Washington, D.C. 20036

9. DISCOUNT FOR PROMPT PAYMENT NA

10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN ITEM 12 12

11. SHIP TO/MARK FOR CODE FACILITY CODE

12. PAYMENT WILL BE MADE BY Agency for International Development Office of Financial Management, FM/PAFD Washington, D.C. 200523

13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: 10 U.S.C. 2304(c) 41 U.S.C. 253(c)

14. ACCOUNTING AND APPROPRIATION DATA

See Section G.1. Page 13

15A. ITEM NO. 15B. SUPPLIES/SERVICES 15C. QUANTITY 15D. UNIT 15E. UNIT PRICE 15F. AMOUNT

Technical Advisory Support Services as described in Section C

FUNDS AVAILABLE o/c 2590 SEP 30 1985 R. Hemphill Program Acctg. Division OFFICE OF FINANCIAL MANAGEMENT

SEE B.2.

15G. TOTAL AMOUNT OF CONTRACT \$

16. TABLE OF CONTENTS

Table with 4 columns: v) SEC., DESCRIPTION, PAGE(S), v) SEC., DESCRIPTION, PAGE(S). Includes sections for Schedule, Contract Clauses, Documents, and Representations.

CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

17. X CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 7 copies to issuing office)

18. AWARD (Contractor is not required to sign this document. Your offer on Solicitation Number...)

19A. NAME AND TITLE OF SIGNER (Type or print)

20A. NAME OF CONTRACTING OFFICER

(See Tripartite Agreement-Page 23)

19B. NAME OF CONTRACTOR

19C. DATE SIGNED

20B. UNITED STATES OF AMERICA

20C. DATE SIGNED

BY Signature of person authorized to sign

BY Signature of Contracting Officer

ORIGINAL

PART I - THE SCHEDULE

SECTION B

SERVICES AND COSTS

B.1. Services

The Contractor shall furnish non-personal, technical advisory services to the institutions cooperating with the Agency for International Development in furtherance of the Foreign Assistance Act of 1961, as amended.

The technical advisory services will be used to provide assistance to the institutions in the evaluation their research and technology transfer projects which benefit lesser developed countries and their A.I.D.-sponsored Strengthening Grant Programs. The contractor will also assist institutions in the A.I.D. evaluations of their participation in the Joint Career Corps Program.

The contractor will also prepare agendas and furnish logistical support for meetings sponsored under this contract for the benefit of participating institutions, including independent Agencies and advisory committees.

The specific duties and responsibilities of the contractor for these services are described in detail in Section C of the Schedule entitled "Work Statement."

B.2. Estimated Cost and Limitation of Funds

The total estimated cost of this contract, including fixed fee, is \$2,632,867. However, the funds presently available and obligated under this contract are limited to \$1,095,833. The Contractor shall not exceed this amount unless approved in writing by the Contracting Officer as provided in the clause of this contract entitled "Limitation of Funds". It is estimated that the amount currently obligated will be sufficient to partially fund this contract for a level-of-effort of 116 work months and that the portion of the total fixed fee attributable to this effort is \$71,255. In the event funds available for obligation are less than sufficient for the partial level of effort cited (116 work months), the fixed fee will be adjusted in accordance with the General Provisions incorporated in Part Two Contract Clauses.

B.3. Budgets

The following itemized budgets set forth the estimates for reimbursement of dollar costs for individual line items of cost. Without the prior written approval of the Contracting Officer, the Contractor may not exceed the total estimated cost set forth in the budgets hereunder, or the obligated amount, whichever is less (see the Article in this Section entitled "Estimated Cost and Limitation of Funds"). Without the prior written approval of the 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 the fee, which is fixed, and Indirect Costs, which are governed by the Article of this Section entitled "Advance Understanding on Ceiling Indirect Cost Rates and Final Reimbursement for Indirect Costs".

(A) Institutional Support (9/30/85 - 9/30/90)

<u>Line Item</u>	<u>Partial Funding</u>	<u>Total Amount</u>
Work Months	104.0	256.8
Salaries and Wages	\$360,891	\$912,031
Consultants	7,830	7,830
Other Direct Costs	21,515	58,085
Indirect Costs	<u>506,449</u>	<u>1,355,830</u>
Total Estimated Cost	896,685	2,333,776
Fixed Fee	<u>62,361</u>	<u>162,304</u>
Total Estimated Cost plus Fixed Fee	\$959,046	\$2,496,080

(B) Computer Support (9/30/85 - 9/30/86)

<u>Line Item</u>	<u>Total Amount</u>
Work Months	12.0
Salaries and Wages	\$30,000
Consultants	31,520
Other Direct Costs	19,220
Indirect Costs	<u>47,153</u>
Total Estimated Cost	127,893
Fixed Fee	<u>8,894</u>
Total Estimated Cost plus Fixed Fee (Fully Funded)	\$136,787

(C) The Contractor shall furnish data which the Contracting Officer may request on costs expended or accrued under this contract in support of the budget information provided herein.

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NOTE: The inclusion of a dollar amount for subcontract(s) and/or consultants in the above budget does not obviate the requirements of the clause of this contract entitled "Subcontracts - Cost Reimbursement"(APR 1984), or the Article of this contract entitled "Personnel Compensation", for prior written approval by the Contracting Officer, as specified therein.

B.4. Reimbursable Costs and Logistic Support to the Contractor

(A) Costs

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." Facilities capital cost of money is waived by the Contractor.

(B) Logistic Support

The Contractor will provide all facilities, services, and logistic support required for contract performance. No use of Government funded office space, services, or other facilities funded by the Government, directly or indirectly, is allowed under this contract.

B.5. 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 shall be established for each of the Contractor's accounting periods which apply to this contract. Pending establishment of a revised provisional or final indirect cost rate 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 set forth below:

<u>Type of Rate</u>	<u>Rate</u>	<u>Base</u>
Fringe Benefits	41.0%	Total Direct and Indirect Labor Costs
Overhead	50.0%	Total Direct Labor Costs plus applicable Fringe Benefits
G & A*	12.0%	Total Costs less G & A Expenses

*General and Administrative Expenses

10

B.6. Advance Understanding on Ceiling Indirect Cost Rates and Final Reimbursement for Indirect Costs

(A) Notwithstanding any other provision of this contract to the contrary, for each of the Contractor's accounting periods during the term of this contract, including subsequent extensions thereto, the parties agree as follows:

i) Reimbursement for indirect costs throughout the term of the contract shall be at final negotiated rates, but not in excess of the following schedule:

	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>
Fringe Benefits	41.0%	41.0%	41.0%	41.0%	41.0%
Overhead Costs	50.0%	52.6%	55.1%	57.9%	60.8%
G & A *	12.0%	12.6%	13.2%	13.9%	14.6%

(*General and Administrative Expenses)

ii) The Government shall not be obligated to pay any additional amount on account of indirect costs above the ceiling rate established in this contract. Final indirect costs exceeding the rate applied to the base shown above shall be absorbed by the Contractor and shall not be attributed to this or any other U.S. Government Agreement.

iii) Allocation bases:

Fringe Benefits - Total Direct and Indirect Labor costs

Overhead - Direct Labor costs plus applicable Fringe Benefits

G & A - Total costs less G & A

(B) A determination as to the adequacy and acceptability of the Contractor's accounting system has preceded the award of this contract. To the extent that the allocation and allowability of costs affects the agreement negotiated in this contract, it is understood and agreed that the Contractor shall make no change in this accounting system without the prior written approval of the Contracting Officer. Any agreement to modify or change, in any way, the Contractor's current method of allocating costs in the overhead, G&A, or other burden center accounts is subject to negotiation.

B.7. Personnel Compensation

(A) In addition to the requirements set forth in the contract clause entitled "Personnel Compensation," the following criteria is required:

i) Annual Salary - The maximum annual salary which may be paid to any employee of the Contractor and assessed against this contract is the maximum daily salary rate of an FS-1. 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 employee's completion of each twelve month period of satisfactory service under the contract. Annual salaries exceeding the maximum salary of FS-1 or salary increases of any kind exceeding these limitations may be granted only with the advance written approval of the Contracting Officer.

ii) Consultants - No compensation for consultants will be reimbursed unless their use under the contract has the advance written approval of the Contracting Officer. If such approval has been given, compensation shall not exceed, without specific approval of the rate by the Contracting Officer, (1) the current compensation of 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.

(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, fees, and honoraria, but excludes earnings from sources other than the individual's professional or technical work, overhead, or other charges.

B.8. Reports

(A) Annual Work Plans:

Within one (1) month from the effective date of the contract, the Contractor will prepare and submit to the Contracting Officer a draft work plan based on the requirements contained in the Scope of Work. The draft work plan will cover the first six months of contract term. The work plan will include major tasks to be performed and estimated completion dates.

A revised work plan incorporating changes directed by the Contracting Officer will be submitted for final approval within two (2) weeks after receipt of A.I.D. comments on the draft work plan.

A similar annual work plan shall be submitted on April 1 of each year over the life of the contract, and shall be subject to the review process described above.

(B) Computer Support

Within one (1) month from the effective date of this contract the Contractor will submit a detailed work plan to the Contracting Officer for the computer support project as described in the Scope of Work. The Contractor may proceed with the computer support project only after approval of the work plan is received from the Contracting Officer.

(C) Progress Reports:

On a semiannual basis, the Contractor shall submit a report documenting all activities and accomplishments of the preceding six-month period. Copies of all reports and evaluations produced by the contractor during the six-month period will be attached as well. Each progress report will include a summary financial statement and an updated implementation plan and schedule covering the next twelve-month period. After the submission of the report, the contract Coordinator will meet with the A.I.D. Project Officer to discuss the report findings, implementation problems, if any, and recommended or applied solutions.

(D) One (1) copy of the approved work plans and progress reports will be provided to the Contracting Officer.

PART I - THE SCHEDULE

SECTION C

WORK STATEMENT

C.1. Background

A.I.D. is tasked with the following specific Congressional mandates:

- o assist in building or strengthening institutional and human resources capabilities of the U.S. academic community to work in developing countries;
- o provide program support for long-term collaborative university research in developing countries;
- o involve the U.S. scientific and academic community more fully in introducing new scientific solutions to solve LDC development problems.

The Contractor shall provide such services as called for in this Contract for the purpose of assisting universities and colleges to structure elements of their programs in order to be useful collaborators with A.I.D. The scope of work described herein addresses the need to consolidate the external assistance required for good program management.

C.2. Objective

To provide program support and technical assistance to institutions in their evaluation of and collaboration with A.I.D.

C.3. Scope of Work

To achieve the objectives described Article C.2. above, the Contractor shall provide the following technical and advisory services to the participating institutions for the programs listed below:

(A) Strengthening Grant Program

The Contractor will undertake the following activities in furtherance of the "Strengthening Grant Program":

- i) Evaluate new proposals from institutions for technical integrity and provide assistance to the institutions for the revision of proposals, as needed.

1.4

ii) Review the annual work plans for each participating institution to assess technical integrity and the appropriateness of the budget for the proposed work.

iii) Analyze the financial and progress reports of the participating institutions with particular emphasis on the amounts and use of matching funds.

iv) Undertake management reviews and technical evaluations with Title XII Grant recipients. Each management review will include assessment of financial management (use of A.I.D. and matching funds) and accuracy of progress reports.

(B) Program Support Grant

The Contractor will undertake the following activities in cooperation with participating institutions in furtherance of the "Program Support Grants":

i) Evaluate new proposals from the institutions to determine if the scope of activities meets the requirements of a specific research project or provides for LDC development work. The Contractor will provide assistance to the institutions for the revision of proposals, as needed.

ii) Analyze the financial and progress reports of the participating institutions.

iii) Undertake management reviews and technical evaluations with Program Support Grant recipients. Each management review will include assessment of financial management and accuracy of progress reports.

(C) Historically Black Colleges and Universities (HBCU) Program

The Contractor will undertake the following activities in cooperation with participating institutions in furtherance of the "HBCU Program":

i) Provide technical assistance to HBCUs in the preparation of proposals to A.I.D. for Strengthening Grants, Program Support Grants, and other assistance programs.

ii) Evaluate unsolicited research proposals for scientific integrity. The contractor will provide assistance, as needed, to the proposal's principal investigator to follow through expeditiously with the recommendations of the proposal review panel.

iii) Undertake management reviews and technical evaluations with recipient institutions. Each management review will include assessment of financial management and accuracy of progress reports.

iv) Prepare the agenda and provide logistical support for meetings of the A.I.D./HBCU Committee and disseminate the results of Committee meetings.

v) Prepare and disseminate informational brochures on the Program to prospective institutional participants.

vi) Provide input for various reports on the HBCU Program.

(D) Other Agency-Sponsored Activities

The Contractor will undertake the following activities in support of agency-sponsored activities:

i) Provide input for the agenda for various Panel and Committee meetings.

ii) Provide logistical support for Panel and Committee meetings.

iii) Prepare meeting minutes and summary reports and disseminate the results to meeting participants. Activities under this section are limited to those Panel and Committee meetings sponsored by A.I.D.

(E) The Joint Career Corps (JCC) Activity

The Contractor will undertake the following activities in furtherance of JCC activities:

i) Disseminate information to participating institutions on the use and efficiency of the JCC program.

ii) Evaluate JCC candidates and assignments in cooperation with participating institutions.

iv) Evaluate the institutions' JCC Program and recommend improvements.

C.4. Computer Support

The Contractor will provide a detailed work plan to the Contracting Officer for the development of a data base management system (or other appropriate computer assisted system.) The purpose of the system will be to enhance the participation of the institutions in the Grants and JCC Programs and to improve control of documentation required to manage the Programs.

(6)

C.5. Technical Directions

Performance of the work hereunder shall be subject to the "Technical Directions" of the cognizant A.I.D. Project Officer. As used herein, "Technical Directions" are instructions 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 and conditions of this contract, shall not change or modify the Scope of Work 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 immediately notify the Contracting Officer in writing of any Technical Direction which is considered to constitute a change in the Scope of Work prior to implementing any such change.

C.6. Level of Effort

- (A) The level of effort for the performance of this contract shall be 268.8 total work-months of direct labor at an average rate of approximately 21 days per month.
- (B) The estimated composition of the total work-months of direct labor is as follows:

	<u>No. Work-Months</u>
i) Institutional Support	
<u>Key Personnel:</u>	
Coordinator	60.0
Health and Nutrition Specialist	34.8
Agricultural Specialist	42.0
<u>Other Personnel:</u>	
Secretary	60.0
Secretary	<u>60.0</u>
Total	256.8
ii) Computer Support	
Budget/Data Programmer	12.0

- (C) It is understood and agreed that the rate of work-days per month may fluctuate in pursuit of the technical objective provided such fluctuation does not result in the utilization of the total work-months of effort prior to the expiration of the term hereof.

PART I - THE SCHEDULE

SECTION F

DELIVERIES OR PERFORMANCE

This contract is effective as of date signed by the Contracting Officer with an estimated completion date of September 30, 1990.

In the event that the Contractor fails to furnish the level of effort set forth herein for the specified term, the Contracting Officer may require the Contractor to continue performance of the work beyond the estimated completion date until the Contractor has furnished the specified level of effort or until the estimated cost of the work for such period shall have been expended.

In the event the contract expires without expenditure of the level-of-effort set forth herein, an adjustment to the fixed fee will be negotiated by the parties. Failure to agree to such an adjustment will be considered a dispute within the meaning of the contract provision.

PART I - THE SCHEDULE

SECTION G

CONTRACT ADMINISTRATION DATA

G.1. Appropriations Data

(A) PIO/T 931-5055.01-5361386
Appropriation Number: 72-1151021.3
Allotment Number: 543-36-099-00-20-51
Amount: \$550,000

(B) PIO/T 931-5055.01-5361386 AM 1
Appropriation Number: 72-1151021.3
Allotment Number: 543-36-099-00-20-51
Amount: \$245,833

(C) PIO/T 931-5055.01-5361387
Appropriation Number: 72-1151021.8
Allotment Number: 548-36-099-00-20-51
Amount: \$300,000

G.2. Contractor Information

(A) Name: International Sciences and
Technology Institute, Inc.

Address: 2033 M Street, N.W.
Washington, D.C. 20036

Duns Number: 09 134 1131

IRS Employer ID Number: 52 1085528

(B) Authorized Negotiators (FAR 52.215-11 APR 1984)

The offeror or quoter represents that the following persons are authorized to negotiate on its behalf with the Government in connection with this request for proposals or quotations:

Name: B. K. Wesley Copeland Title: President
Telephone No.: (202) 466-7290

Name: Nihal W Goonewardene Title: Division President
Telephone No.: (202) 466-7290

G.3. Payment (AIDAR 752.7003 Alternate 70)

(A) INTEREST ON OVERDUE PAYMENTS (APR 1984)

(i) The Prompt Payment Act, Public Law 97-177 (96 Stat. 85, 31 USC 1801) is applicable to payments under this contract and requires the payment to contractors of interest on overdue payments and improperly taken discounts.

(ii) Determinations of interest due will be made in accordance with provisions of the Prompt Payment Act and Office of Management and Budget Circular A-125.

(B) PAYMENT DUE DATES (APR 1984)

(i) Payments under this contract will be due as follows:

o When the designated paying office identified in the contract or purchase order is located in the U.S.:
30 calendar days after the date of actual receipt of a proper invoice in the designated paying office or 30 days after a designated AID official or authorized representative accepts the property or services, whichever is later.

o When the designated paying office identified in the contract or purchase order is at a foreign location:
45 calendar days after the date of actual receipt of a proper invoice in the designated paying office or 45 days after a designated AID official or authorized representative accepted the property or services, whichever is later.

(ii) For definition of the term "proper invoice", see the clause of this contract entitled "Invoice Requirements".

(iii) The date of the check issued in payment of the date of by wire transfer through the Treasury Financial Communications System shall be considered to be the date payment is made.

(C) INVOICE REQUIREMENTS (APR 1984)

Invoices shall be submitted in an original and 3 copies to the Government office designated in this contract, or on the delivery order to receive invoices. To constitute a proper invoice, the invoice must include the following information and/or attached documentation:

Contract No.: DAN-5055-C-00-5113-00
Project-PIO/T No.: 936-5055.01-5361386
Project Office: S&T/RUR, H. Williamson

PART I - THE SCHEDULE

SECTION H

SPECIAL CONTRACT REQUIREMENTS

H.1. Contractor Responsibilities

(A) The Contractor will provide all facilities, services, and logistic support required for contract performance. No use of Government funded office space, services, or other facilities, funded directly or indirectly by the Government, is allowed under this contract.

(B) The Contractor will not have access to classified information during the term of this contract.

H.2. Source/Origin of Goods and Services

Source and origin for all goods and services shall be the United States except as specifically approved in writing by the Contracting Officer.

PART II - CONTRACT CLAUSES

SECTION I

Contract Clauses

In accordance with Subsection 52.252-2 of the Federal Acquisition Regulation (FAR), (Clauses Incorporated by Reference -APR 1984), this contract incorporates the following clauses by reference, with the same force and effect as if they were given in full text.

(A) Federal Acquisition Regulation (48 CFR Chapter 1)

- 52.202-1 Definitions (APR 1984)
- 52.203-5 Covenant Against Contingent Fees (APR 1984)
- 52.242-1 Notice of Intent to Disallow Costs (APR 1984)
- 52.244-2 Subcontracts Under Cost Reimbursement and Letter Contracts (APR 1984)
- 52.203-1 Officials Not to Benefit (APR 1984)
- 52.203-3 Gratuities (APR 1984)
- 52.204-2 Security Requirements (APR 1984)
- 52.212-13 Stop Work Order -- Alternate I (APR 1984)
- 52.215-1 Examination of Records by Comptroller General (APR 1984)
- 52.215-2 Audit -- Negotiation (APR 1984)
- 52.215-22 Price Reduction for Defective Cost or Pricing Data (APR 1984)
- 52.215-23 Price Reduction for Defective Cost or Pricing Data -- Modifications (APR 1984)
- 52.215-24 Subcontractor Cost or Pricing Data (APR 1984)
- 52.215-25 Subcontractor Cost or Pricing Data -- Modifications (APR 1984)
- 52.215-31 Waiver of Facilities Capital Cost of Money (APR 1984)

52.216-7 Allowable Cost and Payment (APR 1984)
52.216-8 Cost Contract -- Fixed Fee (APR 1984)
52.216-15 Predetermined Indirect Costs (APR 1984)
52.219-8 Utilization of Small Business Concerns and
Small Disadvantaged Business Concerns
(APR 1984)
52.219-9 Small Business and Small Disadvantaged
Business Subcontracting Plan (APR 1984)
52.219-13 Utilization of Women-Owned Small Business (APR
1984)
52.220-1 Preference for Labor Surplus Area Concerns
(APR 1984)
52.220-3 Utilization of Labor Surplus Area Concerns
(APR 1984)
52.220-4 Labor Surplus Area Subcontracting Program (APR
1984)
52.222-2 Payment for Overtime Premiums (APR 1984)
52.222-3 Convict Labor (APR 1984)
52.222-26 Equal Opportunity (APR 1984)
52.222-28 Equal Opportunity Preaward Clearance of
Subcontracts (APR 1984)
52.222-29 Notification of Visa Denial (APR 1984)
52.222-35 Affirmative Action for Special Disabled and
Vietnam Era Veterans (APR 1984)
52.222-36 Affirmative Action for Handicapped Workers
(APR 1984)
52.223-2 Clear Air and Water (APR 1984)
52.224-1 Privacy Act Notification (APR 1984)
52.224-2 Privacy Act (APR 1984)
52.225-11 Certain Communist Areas (APR 1984)

52.228-3 Workers' Compensation Insurance (Defense Base Act) (APR 1984)

52.228-4 Workers' Compensation and War Hazard Insurance Overseas (APR 1984)

52.228-7 Insurance -- Liability to Third Persons (APR 1984)

52.230-3 Cost Accounting Standards (APR 1984)

52.230-4 Administration of Cost Accounting Standards (APR 1984)

52.230-5 Disclosure and Consistency of Cost Accounting Practices (APR 1984)

52.232-17 Interest (APR 1984)

52.232-18 Availability of Funds (APR 1984)

52.232-20 Limitation of Costs (APR 1984)

52.232-22 Limitation of Funds (APR 1984)

52.232-23 Assignment of Claims (APR 1984)

52.233-1 Disputes - Alternate 1 (APR 1984)

52.243-2 Changes -- Cost-Reimbursement -- Alternate I (APR 1984)

52.244-5 Competition in Subcontracting (APR 1984)

52.246-5 Inspection of Services -- Cost-Reimbursement (APR 1984)

52.246-25 Limitation of Liability - Services (APR 1984)

52.247-1 Commercial Bill of Lading Notification (APR 1984)

52.247-63 Preference for U.S.-Flag Air Carriers (APR 1984)

52.247-64 Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 1984)

52.249-6 Termination (Cost-Reimbursement) (APR 1984)

52.249-14 Excusable Delays (APR 1984)

52.252-4 Alterations in Contracts (APR 1984)

(B) Agency for International Development (48 CFR Chapter 7)

752.216-70 Post Determined Indirect Cost Rates
(APR 1984)

752.228-70 Insurance -- Worker's Compensation
(Alternate 70) Private Automobiles, Marine,
and Air Cargo (APR 1984)

752.245-71 Title to and Care of Property (APR 1984)

752.7001 Biographical Data (APR 1984)

752.7002 Travel and Transportation Expense (APR 1984)
(Alternate 70 thru 73)

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)

752.7009 Marking (APR 1984)

752.7010 Conversion of U.S. Dollars to Local Currency
(APR 1984)

752.7013 Contractor-Mission Relationships (APR 1984)
(Alternate 70)

752.7014 Notice of Changes In Travel Regulation
(APR 1984)

752.7015 Use of Pouch Facilities (APR 1984)

752.7017 Local Cost Financing with US Dollars
(APR 1984)

752.7020 Organizational Conflicts of Interest
(APR 1984)

752.7025 Approvals (APR 1984)

752.7026 Reports (APR 1984)

752.7027 Personnel (APR 1984) ALT 71

752.7028 Differentials and Allowances (APR 1984)
752.7029 Post Privileges (APR 1984)
752.7031 Leave and Holidays (APR 1984) (Alternate 70)

(C) Alterations in Contract (APR 1984)

Portions of this contract are altered as follows:

FAR 52.202-1, "Definitions," is altered to add the following:

752.202 Definitions (APR 1984) (Alternate 70)

752.202 Definitions (APR 1984) (Alternate 72)

FAR 52.203-1, "Officials Not to Benefit" (APR 1984), is hereby modified to specify that it refers to United States Officials.

FAR 52.204-2, "Security Requirements " (APR 1984), is amended to add the following paragraph:

"(a) This clause applies to the extent that this contract involves access to classified ('Confidential,' 'Secret,' or 'Top Secret'), or administratively controlled ('Limited Official Use') information."

FAR 52.219-8, "Utilization of Small Business Concerns and Small Disadvantaged Business Concerns" (APR 1984), is amended to add the following paragraph:

"A.I.D. Small Business Provision: To A.I.D., in accordance with the Foreign Assistance Act, to give small business firms an opportunity to participate in supplying equipment, supplies and service financed under this contract, the Contractor shall, to the maximum extent possible, provide the following information to the Office of Small and Disadvantaged Business Utilization (OSDBU), Agency for International Development, Washington, D.C., at least 45 days prior to placing any order in excess of five thousand dollars (\$5,000,) except where a shorter time is requested of, and granted by OSDBU:

- (1) Brief general description and quantity of commodities or services;
- (2) Closing date for receiving quotations or bids, and;
- (3) Address where invitations or specifications may be obtained."

(D) ADDITIONAL PROVISIONS:

i) FAR 52.219-11 Special 8(a) Contract Conditions (APR 1984)

(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 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 a subcontract for all or part of the work hereunder, this contract may be terminated in whole or in part without cost to either party.

(c) Delegates to the Agency for International Development (A.I.D.) has 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 A.I.D. shall give advance notice to the SBA before it issues a final notice of 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 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.

(THE PRECEDING CLAUSE IS APPLICABLE TO THE CONTRACT ENTERED INTO BY THE SBA AND A.I.D.)

ii) FAR 52.219-12 Special 8(a) Subcontract Conditions
(APR 1984)

(a) The Small Business Administration (SBA) has entered into Contract No. DAN-5055-C-00-5113-00 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) International Science and Technology Institute, Inc., hereinafter referred to as the subcontractor, agrees and acknowledges as follows:

- (1) That it will, for and behalf of the SBA, fulfill and perform all of the requirements of Contract DAN-5055-C-00-5113-00 for the consideration stated herein and that it has read and is familiar with each and every part of the contract.
- (2) That the SBA has delegated responsibility for administration of this subcontract to 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.

(THE PRECEDING CLAUSE IS APPLICABLE TO THE CONTRACT ENTERED INTO BY THE SBA AND INTERNATIONAL SCIENCE AND TECHNOLOGY INSTITUTE, INC.)

TRIPARTITE AGREEMENT

(SIGNATURE PAGE)

Prime Contract No. DAN-5055-C-00-5113-00

Subcontract No. 3-85-2-7232

(Subcontractor)

International Science and Technology Institute, Inc.

By: *B. K. W. Cyprian*
Name & Title *B. K. W. Cyprian, President*
Date: *30 Sept 85*

(Prime Contractor)

Small Business Administration
United States of America

By: *Mary E. Adams*
Name & Title _____
Date: *9/30/85*

(Issuing Office)

Agency for International Development
United States of America

By: *Phillip Castel*
/s/ Phillip Castel
Name & Title Contracting Officer
Date: SEP 17 1985

PART III - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

SECTION J

List of Attachments

This section is not applicable to this contract.

PART IV - REPRESENTATIONS AND INSTRUCTIONS

SECTION K

REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFEROR

K.1. 52.203-4 Contingent Fee Representation and Agreement (APR 1984)

- (A) REPRESENTATION. The offeror represents that, except for full-time bona fide employees working solely for the offeror, the offeror -
- i) / / has, /x/ has not employed or retained any person or company to solicit or obtain this contract; and
 - ii) / / has, /x/ has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.
- (B) AGREEMENT. The offeror agrees to provide information relating to the above Representation as requested by the Contracting Officer and, when subparagraph (a)(1) or (a)(2) is answered affirmatively, to promptly submit to the Contracting Officer -
- i) A completed Standard Form 119, Statement of Contingent or Other Fees, (SF 119); or
 - ii) A signed statement indicating that the SF 119 was previously submitted to the same contracting office, including the date and applicable solicitation of contract number, and representing that the prior SF 119 applies to this offer or quotation.

K.2. 52.215-06 Type of Business Organization (APR 1984)

The offeror or quoter, by checking the applicable box, represents that it operates as /x/ a corporation, incorporated under the laws of the District of Columbia, / / an individual, / / a partnership, / / a nonprofit organization, or / / a joint venture.

K.3. 52.219-1 Small Business Concern Representation (APR 1984)

The offeror represents and certifies as part of its offer that it /x/ is, / / is not a small business concern and that /x/ all, / / not all supplies to be furnished will be manufactured or produced by a small business concern in the United States, its possessions, or Puerto Rico. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation.

K.4. 52.219-2 Small Disadvantaged Business Concern Representation (APR 1984)

(A) REPRESENTATION. The offeror represents that it /x/ is, / / is not a small disadvantaged business concern.

(B) DEFINITIONS:

"Asian-Indian American", as used in this provision, means a United States citizen whose origins are in India, Pakistan, or Bangladesh.

"Asian-Pacific American", as used in this provision, means a United States citizen whose origins are in Japan, China, the Philippines, Vietnam, Korea, Samoa, Guam, the U.S. Trust Territory of the Pacific Islands, the Northern Mariana Islands, Laos, Cambodia, or Taiwan.

"Native Americans", as used in this provision, means American Indians, Eskimos, Aleuts, and native Hawaiians.

"Small business concern", as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria and size standards in 13 CFR 121.

"Small disadvantaged business concern", as used in this provision, means a small business concern that (1) is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business having at least 51 percent of its stock owned by one or more socially and economically disadvantaged individuals and (2) has its management and daily business controlled by one or more such individuals.

- (C) **QUALIFIED GROUPS.** The offeror shall presume that socially and economically disadvantaged individuals include Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Asian-Indian Americans, and other individuals found to be qualified by the Small Business Administration (SBA) under 13 CFR 124.1.

K.5. 52.219-3 Women-Owned Small Business Representation (APR 1984)

- (A) **REPRESENTATION.** The offeror represents that it / / is, /x/ is not a women-owned small business concern.
- (B) **DEFINITIONS:**

"Small business concern", as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria and size standards in 13 CFR 121.

"Women-owned", as used in this provision, means a small business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.

K.6. 52.222.21 Certification of Nonsegregated Facilities (APR 1984)

- (A) "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.
- (B) By submission of this offer, the offeror certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The offeror agrees that a breach of this certification is a violation of the Equal Opportunity clause of this contract.
- (C) The offeror further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will-

i) Obtain identical certifications from proposed subcontractors before the award of subcontracts under which the subcontractor will be subject to the Equal Opportunity clause;

ii) Retain certifications in the files; and

iii) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods:)

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES

A certification of Nonsegregated Facilities must be submitted before the award of a subcontract under which the subcontractor will be subject to the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e. quarterly, semiannually, or annually.)

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

K.7. 52.222-22 Previous Contracts and Compliance Reports (APR 1984)

The offeror represents that:

- (A) It / / has, /x/ has not participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114;
- (B) It / / has, /x/ has not, filed all required compliance reports; and
- (C) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

K.8. 52.222-25 Affirmative Action Compliance (APR 1984)

The offeror represents that (a) it / / has developed and has on file, /x/ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) it /x/ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

K.9. Organizational Conflicts of Interest Representation

- (A) The offeror represents, to the best of its knowledge and belief, that:

This award does / / or does not /x/ involve an organizational conflict of interest.

- (B) The term "organizational conflict of interest" means that a relationship exists whereby an offeror or a contractor (including its chief executives, directors, proposed consultants or subcontractors) has interest which --

i) may diminish its capacity to give impartial, technically sound, objective assistance and advice or may otherwise result in a biased work product, or,

ii) may result in an unfair competitive advantage. It does not include the "normal flow of benefits" from the performance of a contract.

iii) The term "contractor" means any person, firm, unincorporated association, joint venture, partnership, or corporation on contract with the United States of America. As used in this definition, the term "affiliate" has the same meaning as provided in FAR 19.101.

- (C) If the offeror indicates that there are organizational conflicts of interest in the "Organizational Conflicts of Interest Representation", the offeror shall provide a statement which described in a concise manner all relevant facts concerning any present or current planned interest (financial, contractual, organizational, or otherwise) relating to the work to be performed in the proposed contract and bearing on whether the offeror has a possible organizational conflict of interest with respect to being able to render impartial, technically sound, and objective assistance or advice, or being given an unfair competitive advantage. The offeror may also provide relevant facts that show how its organizational structure and/or management systems limit its knowledge of possible organizational conflicts of interest relating to other divisions or sections of the organization and how that structure or system would eliminate or neutralize such organizational conflict.

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AID 1350-1 (10-79)

UNITED STATES INTERNATIONAL DEVELOPMENT COOPERATION AGENCY
AGENCY FOR INTERNATIONAL DEVELOPMENT

PROJECT IMPLEMENTATION ORDER/TECHNICAL SERVICES

1. Cooperating Country: **Worldwide**

2. PIO/T No.: **5361387**

3. Original or Amendment No. _____

4. Project/Activity No. and Title: **936-5055.01**
Technical Advisory Support Services

Page 1 of Pages 3

DISTRIBUTION

5. Appropriation Symbol: **72-1151021.8**

6. Allotment Symbol and Charge: **548-36-099-00-20-51**

7. Obligation Status: Administrative Reservation Implementing Document

8. Project Assistance Completion Date (Mo., Day, Yr.): **9/30/90**

9. Authorized Agent: **SER/CM/COD**

10. This PIO/T is in full conformance with PRO/AG **Action Memo** approved by **SAA/S&T** Date **5/3/85**

11a. Type of Action and Governing AID Handbook: AID Contract (HB 14) PASA/RSSA (HB 12) AID Grant (HB 13) Other

11b. Contract/Grant/PASA/RSSA Reference Number (if this is an Amendment): _____

12. Estimated Financing (A detailed budget in support of column (2) is attached as attachment no. **II**)

Maximum AID Financing	A. Dollars	(1) Previous Total	(2) Increase	(3) Decrease	(4) Total to Date
					300,000
	B. U.S.-Owned Local Currency				

13. Mission References

14a. Instructions to Authorized Agent: Request SER/CM/COD to negotiate an 8(a) contract with International Science and Technology Institute Inc. to carry out the scope of work described in Attachment I. This PIO/T is one of two providing FY 85 funds for this procurement. The other is % 5361386. The start date for the contract should be July 1, 1985. Completion date is September 30, 1989.

VOUCHER IDENTIFICATION

CONTRACT/GRANT NO.: _____
 PROJECT NO.: **936-5055**
 PROJECT OFFICE: **S&T/RUR**
 OBLIGATION NUMBER: **5361387**

Justification for the selection of ISTI to carry out the scope of work is contained in the action memorandum referenced in block 10 and forwarded to CM separately.

14b. Address of Voucher Paying Office: **Agency for International Development
 FM/PAD, SA-12
 Washington, D.C. 20523**

5. Clearances—Include typed name, office symbol, telephone number and date for all clearances.

The project officer certifies that the specifications in the statement of work are technically adequate

S&T/RUR, Handy Williams Date **5/28/85**

Phone No. **235 4325**

8. The statement of work lies within the purview of the initiating and approved agency programs

S&T/RUR, Erven Long Date **5/17/85**

S&T/PO, Garland Standrod Date **5/28/85**

S&T/PO, Vivian Anderson

FUNDS RESERVED BY requested are available

R. Hemphill
 FM/PAD, Richard Hemphill

POSTED **6/12/85**

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

Signature _____ Date _____

Signature **Robert Meegan** Date **29 May 85**

Title **Chief, S&T/PO/PR**

AID 1350-1 (10-79)	UNITED STATES INTERNATIONAL DEVELOPMENT COOPERATION AGENCY AGENCY FOR INTERNATIONAL DEVELOPMENT	1. Cooperating Country	Page 1 of 1 pages
		2. PIO/T No.	3. <input type="checkbox"/> Original or Amendment No. <u>1</u>
		4. Project/Activity No. and Title	
		5. Appropriation Symbol	

DISTRIBUTION	5. Appropriation Symbol	6. Allotment Symbol and Charge
	7. Obligation Status	8. Project Assistance Completion Date
M/FM/ASD POSTED 7/10/85 Held for Erven J Long	9. Authorized Agent	10. This PIO/T is in full conformance with PRO/AG Action Memo
	11a. Type of Action and Governing AID Handbook	11b. Contract/Grant/PASA/RSSA Reference Number (if this is an Amendment)

Maximum AID	A. Dollars	(1) Previous Total	(2) Increase	(3) Decrease	(4) Total to Date
	B. U.S. Dollars	550,000	245,833		795,833
	3. U.S. Dollars				
	Local Currency				

13. Mission References

14a. Instructions to Authorized Agent

This PIO/T provides additional FY 85 funds for the procurement described in original PIO/T #5361386. All other terms and conditions remain unchanged.

Technical Notification pending
E S/T/R

VOUCHER IDENTIFICATION

CONTRACT/GRANT NO.:
PROJECT NO.: 936-5055
PROJECT OFFICE: S&T/RUR
OBLIGATION NO: 5361386

14b. Address of Voucher Paying Office

Agency for International Development
FM/PAD, SA-12
Washington, D.C. 20523

15. Clearances—Include typed name, office symbol, telephone number and date for all clearances.

A. The project officer certifies that the specifications in the statement of work are technically adequate	Phone No.	B. The statement of work lies within the purview of the initiating and approved agency programs
S&T/RUR, Handy Williamson	Date 7/10/85	Date S&T/RUR, Erven J Long
C. S&T/PO, Garland Standrod	Date 7/10/85	D. Funds for the services requested are available
E.	Date	FM/PAD, Richard Hemphill

16. For the cooperating country: The terms and conditions set forth herein are hereby agreed to	17. For the Agency for International Development
Signature _____ Date _____	Signature <i>Robert Meehan</i> Date <i>11 July 85</i>
Title _____	Title Robert Meehan, Chief, S&T/PO/PR

AID 1350-1 (10-79)	UNITED STATES INTERNATIONAL DEVELOPMENT COOPERATION AGENCY AGENCY FOR INTERNATIONAL DEVELOPMENT	1. Cooperating Country Worldwide	Page 1 of Pages 3
		2. PIO/T No. 5361386	3. <input checked="" type="checkbox"/> Original or Amendment No. _____
		4. Project/Activity No. and Title 936-5055.01 Technical Advisory Support Services	

DISTRIBUTION	5. Appropriation Symbol 72-1151021.3		6. Allotment Symbol and Charge 543-36-099-00-20-51	
	7. Obligation Status <input checked="" type="checkbox"/> Administrative Reservation <input type="checkbox"/> Implementing Document		8. Project Assistance Completion Date (Mo., Day, Yr.) 9/30/90	
	9. Authorized Agent SER/CM/COD		10. This PIO/T is in full conformance with PRO/AG Action Memo approved by SAA/S&T Date 5/3/85	
	11a. Type of Action and Governing AID Handbook <input checked="" type="checkbox"/> AID Contract (HB 14) <input type="checkbox"/> PASA/RSSA (HB 12) <input type="checkbox"/> AID Grant (HB 13) <input type="checkbox"/> Other		11b. Contract/Grant/PASA/RSSA Reference Number (if this is an Amendment)	

12. Estimated Financing (A detailed budget in support of column (2) is attached as attachment no. II)					
Million AID Financing	A. Dollars	(1) Previous Total	(2) Increase	(3) Decrease	(4) Total to Date
	B. U.S.-Owned Local Currency		550,000		550,000

13. Mission References

14a. Instructions to Authorized Agent
Request SER/CM/COD to negotiate an 8(a) contract with International Science and Technology Institute Inc. to carry out the scope of work described in Attachment I. This PIO/T is one of two providing FY 85 funds for this procurement. The other is 5361387. The start date for the contract should be July 1, 1985. Completion date is September 30, 1989.

VOUCHER IDENTIFICATION

CONTRACT/GRANT NO.:
PROJECT NO.: **936-5055**
PROJECT OFFICE: **S&T/RUR**
OBLIGATION NUMBER: **5361386**

Justification for the selection of ISTI to carry out the scope of work is contained in the action memorandum referenced in Block 10 and forwarded to CIA separately

14b. Address of Voucher Paying Office
**Agency for International Development
FM/PAD, SA-12
Washington, D.C. 20523**

15. Clearances—Include typed name, office symbol, telephone number and date for all clearances.

A. The project officer certifies that the specifications in the statement of work are technically adequate <i>Handy Williamson</i> S&T/RUR, Handy Williamson		Phone No. 235 8420 Date 5/18/85	B. The statement of work lies within the purview of the initiating and approved agency programs S&T/RUR, Erven Long <i>Erven Long</i> Date 5/17/85	
C. S&T/PO, Garland Standrod S&T/PO, Vivian Anderson		Date	D. Funds for the services requested are available FUNDS RESERVED BY <i>R. Hemphill</i> FM/PAD, Richard Hemphill POSTED 6/10/85	
E.		Date	79	

16. For the cooperating country: The terms and conditions set forth herein are hereby agreed to		17. For PRO/AG/Dev for International Development <i>Robert Meenan</i> Signature Robert Meenan Date 79 May 15 Title Chief, S&T/PO/PR	
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