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COST REIMBURSEMENT CONTRACT FOR RESEARCH AND DEVELOPMENT 7-67

AGENCY FOR INTERNATIONAL DEVELOPMENT
NEGOTIATED CONTRACT NO. AID/csa 2804
NEGOTIATED PURSUANT TO THE FOREIGN
ASSISTANCE ACT OF 1961, AS AMENDED,
AND EXECUTIVE ORDER 11823

CONTRACT TYPE
Cost Reimbursement
AMOUNT
\$ 338,186

CONTRACT FOR: Development of a Process for Preparation of Coconut Protein
Products for Use in Foods

ISSUING OFFICE (NAME AND ADDRESS)
Agency for International Development
Office of Procurement
Contract Services Division
Washington, D. C. 20523

CONTRACTOR (NAME AND ADDRESS)
Texas A&M Research Foundation
F.E. Box H
College Station, Texas 77843

ADMINISTRATION BY

CONTRACT ADMINISTRATION OFFICE

Issuing Office

AID/TA/N

MAIL VOUCHERS (Original and 3 copies)
TO:

Agency for International Development
Office of the Controller
Washington, D. C. 20523

ACCOUNTING AND APPROPRIATION DATA
PIO/T No. 931-17-560-522-73-3105712
APPROPRIATION NO. 72-1101006
ALLOTMENT NO. 056-31-099-00-22-01-2
057-31-099-00-22-01

EFFECTIVE DATE

June 30, 1970

ESTIMATED COMPLETION DATE

June 30, 1972

TYPE OF BUSINESS (CHECK APPROPRIATE BOXES)

SOLE PROPRIETORSHIP

SMALL BUSINESS

PARTNERSHIP

LARGE BUSINESS AREA

JOINT VENTURE

X University

CORPORATION, INCORPORATED IN THE STATE OF

The United States of America, hereinafter called the Government, represented by the Contracting Officer executing this contract, and the Contractor agree that the Contractor shall perform all the services set forth in the attached Schedule, for the consideration stated therein. The rights and obligations of the parties to this contract shall be subject to and governed by the Schedule and the General Provisions. To the extent of any inconsistency between the Schedule or the General Provisions and any specifications or other provisions which are made a part of this contract, by reference or otherwise, the Schedule and the General Provisions shall control. To the extent of any inconsistency between the Schedule and the General Provisions, the Schedule shall control.

This Contract consists of this cover page, the Schedule of 9 Pages, including the Table of Contents, and the General Provisions (Form CI/CP/3D, 3-67).

NAME OF CONTRACTOR

Texas A&M Research Foundation

UNITED STATES OF AMERICA

AGENCY FOR INTERNATIONAL DEVELOPMENT

BY (Signature of authorized individual)

[Signature]

BY (Signature of Contracting Officer)

[Signature]

TYPED OR PRINTED NAME

A.D. Rycklik

TYPED OR PRINTED NAME

W.F. J. Moncada

TITLE

Assistant to Director

CONTRACTING OFFICER

JUN 30 1970

June 30, 1970

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PREVIOUS EDITION ON PAGE 9...

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SCHEDULE

The Schedule, on pages 1 through _____, consists of this Table of Contents and the following Articles:

ARTICLE I	-STATEMENT OF WORK	ARTICLE VIII	-COSTS REIMBURSABLE
ARTICLE II	-AID RESPONSIBILITIES	ARTICLE IX	-ESTABLISHMENT OF OVERHEAD RATE
ARTICLE III	-KEY PERSONNEL	ARTICLE X	-PERSONNEL COMPENSATION
ARTICLE IV	-LEVEL OF EFFORT	ARTICLE XI	-REPORTS
ARTICLE V	-PERIOD OF CONTRACT	ARTICLE XII	-ADDITIONAL CLAUSES
ARTICLE VI	-ESTIMATES AND LIMITATIONS ON FUNDS		
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GENERAL PROVISIONS

The following provisions, numbers 1 through 50, are the General Provisions of this contract:

- | | |
|---|--|
| 1. Definitions | 26. Disputes |
| 2. Changes | 27. Authorization and Consent |
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| 4. Leave and Holidays | 29. Patent Provisions and Publication
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| 5. Travel and Transportation Expenses | 30. Rights in Data |
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| 7. Inspection | 32. Equal Opportunity |
| 8. Limitation of Cost | 33. Convict Labor |
| 9. Allowable Cost, Fixed Fee, and
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| 10. Negotiated Overhead Rates | 35. Officials Not to Benefit |
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| 16. Reports | 41. Leave and Holidays |
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| 22. Insurance - Liability to Third
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| 23. Termination for Default or for
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| 24. Excusable Delays | 49. Contractor - Mission Relationships |
| 25. Stop Work Order | 50. Notice of Changes in Regulations |

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ARTICLE I - STATEMENT OF WORK

A. General

The general purpose of this contract is to provide for continuing research in the area of coconut protein products. The Contractor will make available and employ its research and development facilities and personnel at the level of effort hereinafter set forth, and shall perform a research and development program directed toward an investigation of alternatives for commercially viable processing of fresh coconut meats into edible coconut product products for human consumption.

B. Specific

1. Conduct a thorough laboratory investigation, building upon the laboratory work conducted under AID Contract No. EA-84, of the physical characteristics and the chemical and nutritive properties of coconuts and/or processed coconut products;

2. Investigate the technical feasibility of key unit operations of each of the following processes: the expeller process, the dry and solvent extract process, and the wet process;

3. Evaluate the processing economics of the three above proposed processes;

4. Investigate the food use potential of the protein products of each of the above three processes and disseminate information and limited quantities of material to other research groups in university, government, and industry laboratories for product evaluation and development work;

5. Train selected scientists and engineers from coconut producing countries in the general techniques of oilseed processing and in the processing of coconuts for the recovery of food protein products;

6. Prepare selected scientists from coconut-producing countries for the initiation of research activities on coconut processing at a research center in a major coconut-producing nation;

7. Define the parameters for a pilot plant to demonstrate the commercial viability for the most favorable processing alternative, if warranted by investigation of the unit operations.

ARTICLE II - AID RESPONSIBILITIES

A. Technical Directions

Performance of the work hereunder shall be subject to the technical directions of the AID Technical Assistance Bureau. 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 the work. Technical directions must be within the terms of this contract and shall not change or modify them in any way.

B. Approval of International Travel

All international travel by the Contractor under this contract must be approved in writing by the AID Technical Assistance Bureau, subject to the concurrence of the Contracting Officer.

C. Excess Currency Travel

AID may, at its option, retain travel and transportation funds in order to finance the cost of Government Transportation Requests and/or Bills of Lading for authorized international travel of personnel employed under this contract, or for shipping unaccompanied baggage, with excess or near excess currency. Whenever AID wishes to exercise this option the Contracting Officer will specifically state this fact in his concurrence of the international travel. The cost of such travel is chargeable against the contract dollars.

ARTICLE III - KEY PERSONNEL

A. During the period July 1, 1970 and June 30, 1972, the key personnel which the Contractor shall furnish for the performance of this contract are as follows:

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KEY PERSONNEL

TITLE

Karl F. Mattel
Carl M. Cater
J.W. Dieckert
S.P. Clark
B.P. Baliga

Project Coordinator
Principal Investigator
Principal Investigator
Principal Investigator
Collaborator

B. The personnel specified above are considered to be essential to the work being performed hereunder. Prior to diverting any of the specified individuals to other programs, the Contractor shall notify the Contracting Officer reasonably in advance and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact of the program. No diversion shall be made by the Contractor without the written consent of the Contracting Officer; provided, that the Contracting Officer may ratify in writing such diversion and such ratification shall constitute the consent of the Contracting Officer required by this clause. The listing of key personnel may, with the consent of the contracting parties, be amended from time to time during the course of the contract to either add or delete personnel, as appropriate.

ARTICLE IV - LEVEL OF EFFORT

A. During the period July 1, 1970 through June 30, 1972, the estimated level of effort for the performance of this contract shall be 190 man-months of direct labor at an average rate of approximately 7.9 man-months per month.

B. The estimated composition of the total man-months of direct labor is as follows:

<u>Category</u>	<u>Man-Months</u>
Professional	82
Non-Professional	108
	<u>190</u>

ARTICLE V - PERIOD OF CONTRACT

The contract is effective on the date of the Contracting Officer's signature and shall continue in effect for twenty-four (24) months thereafter.

ARTICLE VI - ESTIMATES AND LIMITATIONS ON FUNDS

A. Estimate of Cost

The total estimated cost of this contract to the Government is \$333,186.

B. Obligated Funds and Limit on Total Payments

There is presently obligated for commitment under this contract the amount of \$194,494 which may be utilized for the dollar costs as set forth in Article VIII, hereinafter called "Obligated Funds." Additional US dollar sums may be allocated to this contract by the Contracting Officer, in which event upon written notice to the Contractor, the obligated funds shall be deemed increased by the additional sum or sums so allocated. AID's obligation for dollar payments to the Contractor hereunder shall in no event exceed the obligated funds as allocated to this contract in accordance with the foregoing provision.

C. Notice of Costs Approaching Obligated Funds - Contractor Excused Unless Increased

The Contractor shall notify the Contracting Officer in writing when the difference between the obligated funds and the aggregate of allowable expenditures and outstanding commitments already accrued under this contract is not sufficient to meet anticipated reimbursable US dollar costs to accrue hereunder during the ensuing ninety (90) days, and unless the Contracting Officer allocated necessary additional funds within sixty (60) days after receipt of such notice, the Contractor shall be excused from further performance of the work and it shall terminate the work in an orderly manner within the total obligated funds as previously allocated to the contract. Termination of the

work in accordance with this provision shall be considered as a termination for the convenience of AID and settlement with the Contractor shall be made in accordance with the Termination Clause contained in the General Provisions.

ARTICLE VII - BUDGET

The following budget sets limitations for reimbursement of dollar costs. Within the Total Budget Amount, the Contractor may adjust individual line items in order to meet the requirements of the contract.

<u>Line Item</u>	<u>Category</u>	<u>Amount</u>
1	Salaries and Wages	\$138,126
2	Consultant Fees	2,000
3	Fringe Benefits	6,851
4	Overhead	52,259
5	Travel and Transportation	13,400
6	Per Diem	4,420
7	Equipment, Materials, and Supplies	80,400
8	Participants	28,480
9	Other Direct Costs	12,250
	TOTAL	<u>\$338,186</u>

ARTICLE VIII - COSTS REIMBURSABLE

The United States dollar costs allowable under the contract shall be limited to reasonable, allocable and necessary costs determined in accordance with General Provisions 9 of this Contract entitled "Allowable Cost, Fixed Fee & Payment".

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ARTICLE IX - ESTABLISHMENT OF OVERHEAD RATE

Pursuant to the provisions of the Clause of the General Provisions of this contract entitled "Negotiated Overhead Rates," a rate shall be established for the period beginning September 1, 1969 and ending August 31, 1970. Pending establishment of final overhead rate for the initial period, provisional payments 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:

On Site (On-Campus)	<u>44.24%</u> (Rate)	<u>\$118,126</u> (Base)
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ARTICLE X - PERSONNEL COMPENSATION

A. Limitations

Compensation of personnel which is charged as a direct cost under this contract, like other costs, will be reimbursable in accordance with the schedule, Article VIII, entitled "Costs Reimbursable" and General Provision 9, entitled "Allowable Cost, Fixed Fee, and Payment", and other applicable provisions of this contract but subject to the following additional specified understandings which set limits on items which otherwise would be reasonable, allocable and allowable.

1. Approvals

Salaries and wages may not exceed the Contractor's established policy and practice, including the Contractor's established pay scale for equivalent classification of employees, which will be certified to by the Contractor.

2. Salaries During Travel

Salaries and wages paid while in travel status will not be reimbursed for a travel period greater than the time required for travel by the most direct and expeditious air route.

3. Return of Overseas Employees

Salaries and Wages paid to an employee serving overseas who is discharged by the Contractor for misconduct 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 expeditious air route plus accrued vacation leave.

4. Merit or Promotion Increases

Merit or promotion increases may not exceed those provided by the Contractor's established policy and practice. Merit or promotion increases exceeding the maximum salary of FSR-1 may be granted only with the advance written approval of the Contracting Officer.

5. Consultants

No compensation for consultants will be reimbursed unless their use under the contract has the advance written approval of the Contracting Officer; and if such provision has been made or approval given, compensation shall not exceed, without specific approval of the rate by the Contracting Officer, the current compensation or the highest rate of annual compensation received by the consultant during any full year of the immediately preceding three years. There is a ceiling on a reimbursable compensation for any consultant of \$100.00 per day and a total period of service for each consultant not to exceed 90 work days in any twelve month period, unless advance written is given by the Contracting Officer.

6. Third Country and Cooperating Country Nationals

The Contractor is authorized to employ third country or Cooperating Country Nationals for the performance of this contract. Salaries and wages paid to such persons may not, without specific written approval of the Contracting Officer, exceed either the Contractor's established policy and practice or the level of salaries paid to equivalent personnel by the A.I.D. Mission in the Cooperating Country; or the prevailing rates in the Cooperating Country, as determined by A.I.D., paid to personnel of equivalent technical competence. For the purposes of this paragraph, the term "other persons" in Clause 39 (a) shall refer to third country and Cooperating Country Nationals.

7. Work Week

a. Non-Overseas Employees. The work week for the Contractor's non-overseas employees shall not be less than the established practice of the Contractor.

b. Overseas Employees. The work week for the Contractor's overseas employees shall not be less than 40 hours and shall be scheduled to coincide

with the work week for those employees of the A.I.D. Mission and the Cooperating Country associated with the work of this contract.

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.

ARTICLE XI - REPORTS

A. The Contractor shall prepare and submit the following reports:

1. Brief, concise quarterly reports covering activities performed during the period, anticipated future activities, and comments or suggestions concerning the progress, adequacy, and importance of the work under way;
2. Informal interim reports to be submitted whenever data of particular significance are generated;
3. A final, detailed report.

B. The final report shall be submitted within three months after the completion date of the contract. The final report shall be submitted in 100 copies and all other reports in 25 copies to the project monitor located at:

The Agency for International Development
Technical Assistance Bureau
Washington, D.C. 20523

C. One (1) copy of the quarterly reports and the final report shall be submitted to:

Mr. F. J. Moncada
Contracting Officer
Agency for International Development
Office of Procurement
Contract Services Division
Washington, D.C. 20523

ARTICLE XII - ADDITIONAL CLAUSES

- A. Pursuant to Clause No. 19 of the General Provisions of this contract entitled "Title to and Care of Property," title to all equipment, materials, and supplies acquired by the Contractor hereunder shall be in the name of the U.S. Government and is subject to the provisions of Attachment No. 1 of this contract entitled "Government Furnished Property."
- B. Add Attachment No. 1 entitled "Government Furnished Property."
- C. Delete the reference to "fixed fee" wherever it appears.
- D. In Clause No. 32 (Equal Opportunity) whenever the term "race, creed, color, or national origin" appears substitute the term "race, color, religion, sex, or national origin."
- E. Change reference from "Subpart 1-15-2 of the Federal Procurement Regulations" to "Subpart 1-15-3 of the Federal Procurement Regulations" whenever and wherever it appears.
- F. Delete Clause No. 23 and substitute in lieu thereof by reference the Clause set forth in the Federal Procurement Regulations Subpart 1-8.704 (in effect as of the date of this contract) entitled "Termination for the Convenience of the Government."
- G. Delete Clause No. 12 in its entirety and in lieu thereof insert Attachment No. 2 entitled "Examination of Records."
- H. Delete Clause No. 14 in its entirety and in lieu thereof insert Attachment No. 3 entitled "Audit and Records."

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FUNDS AVAILABLE

FUNDS AVAILABLE

DATE June 30/1973
 BRIDGE NO. 3105712

DATE June 30/1973
 BRIDGE NO. 310 5712

NO. 050-31099-02-22-02
8 124, 250.00

NO. 054-31099-02-22-01
870, 494.00

W.M.A. 0/100/16 RBG (original) 2/14/83