

AWARD/CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)	RATING	PAGE OF PAGES 1 14
2. CONTRACT (Proc. Inst. Ident.) NO. PDC-0086-C-00-6221-00		3. EFFECTIVE DATE September 30, 1986	4. REQUISITION/PURCHASE REQUEST/PROJECT NO. 930-0086-6303325	
5. ISSUED BY Agency for International Development Office of Procurement Central Operations Branch Washington, D.C. 20523		6. ADMINISTERED BY (If other than Item 5) Agency for International Development PPC/PDPR/SI Room 3957C NS Washington, D.C. 20523		

7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, State and ZIP Code) Eddie Mahe, Jr. and Associates, Inc. 300 Eye Street, N.E. Suite 400 Washington, D.C. 20002 DUNS No.: 12-231-0451		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 See Block 12

11. SHIP TO/MARK FOR CODE	FACILITY CODE	12. PAYMENT WILL BE MADE BY Agency for International Development M/FM/PAFD, Room 623, SA-12 Washington, D.C. 20523
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)(1) <input type="checkbox"/> 41 U.S.C. 253(c)(1)		14. ACCOUNTING AND APPROPRIATION DATA 72-1161021.6; 646-30-099-00-20-61 FDAA-86-13010-DG-11

15A. ITEM NO.	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
	The Contractor shall provide the services described in the attached Scope of Work. <i>BEST AVAILABLE COPY</i>				
15G. TOTAL AMOUNT OF CONTRACT					\$144,403

V)	SEC.	DESCRIPTION	PAGE(S)	V)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
X	A	SOLICITATION/CONTRACT FORM	1	X	I	CONTRACT CLAUSES	10-14
X	B	SUPPLIES OR SERVICES AND PRICES/COSTS	2-5	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
X	C	DESCRIPTION/SPECS./WORK STATEMENT	5-8	J		LIST OF ATTACHMENTS	
	D	PACKAGING AND MARKING		PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	INSPECTION AND ACCEPTANCE	8-9	K		REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
X	F	DELIVERIES OR PERFORMANCE	9	L		INSTRS., CONDS., AND NOTICES TO OFFERORS	
X	G	CONTRACT ADMINISTRATION DATA	9	M		EVALUATION FACTORS FOR AWARD	
X	H	SPECIAL CONTRACT REQUIREMENTS	10				

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 7 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) <i>Ladonna Y. Lee President</i>	20A. NAME OF CONTRACTING OFFICER <i>Jean M. Hacker</i>
19B. NAME OF CONTRACTOR BY <i>Ladonna Y. Lee</i> (Signature of person authorized to sign)	20B. UNITED STATES OF AMERICA BY <i>Jean M. Hacker</i> (Signature of Contracting Officer)
19C. DATE SIGNED	20C. DATE SIGNED SEP 30 1986

SECTION B - SERVICES AND COSTS

B.1. Services

The Contractor shall provide services to the Agency for International Development (AID) as described in Section C - Description/Specs/Work Statements.

B.2. Estimated Cost and Fixed Fee

The total estimated cost of this contract is \$134,956 The fixed fee is \$9,447. The total estimated cost and fixed fee is \$144,403.

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. Without the prior written approval of the Contracting Officer, 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 shall 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, G&A). The fee is fixed.

<u>Cost Element</u>	<u>Total</u>
Salaries	\$ 25,535
Fringe Benefits	4,341
Overhead	20,913
Travel/Trans.	21,000
Other Direct Costs	21,792
Subcontracts	41,375
Total Est. Cost	<u>\$134,956</u>
Fixed Fee	<u>9,447</u>
Total Estimated Cost Plus Fixed Fee	\$144,403

- c. The Contractor 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 dollar costs, the Contractor shall be paid a dollar amount which is in the same ratio to the total

fixed fee as the related payment being made on account of allowable dollar costs as to the total estimated costs, as amended from time to time; 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

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

B.6. Personnel Compensation

a. In addition to the requirements set forth in the contract clause entitled "Personnel Compensation" the following provisions apply:

1. Salary Increases

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

2. Consultants

No compensation for consultants will be reimbursed unless their use under the contract has the advance written approval of the cognizant AID Project Officer; and if such provision has been made or approval given,

6

compensation shall not exceed, without specific approval of the rate by the AID 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 (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 "Allowable Cost and Payment (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 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 rates applied to the bases which are set forth below:

<u>Type of Rate</u>	<u>Period</u>	<u>Rate</u>	<u>Base</u>
Fringe Benefits	9/30/86 - until amended	17.0%	Direct Salaries and Wages
Overhead	9/30/86 - until amended	70.0%	Direct Salaries and Wages Including Fringe Benefits

7

A determination as to the adequacy and acceptability of the Contractor's accounting system has preceded the awarding 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 to its 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 will require negotiation.

SECTION C - DESCRIPTION/SPECS/WORK STATEMENT

C.1. Objective

The objective of this contract is to develop a program of election assistance with the long range goal of strengthening democracy around the world by improving the election process. The project will culminate in the establishment of a permanent entity to provide election assistance through a trained core group of election specialists and through ready access to comprehensive, computerized election data in response to requests from AID, international organizations, and other organizations. With such an organization in place, AID or any other use of the service will be able to: (1) react quickly and precisely when election assistance is required, and (2) realize significant cost savings because of the centralized repository of data, technology, and expertise available through this organization.

C.2. Scope of Work

(A) Establish the Permanent Organization. The Contractor will be responsible for: creating the entity, recruiting the official board members, setting a date for the convening of the initial meeting of the board and developing the operating parameters of the organization. Selection of official board members and overall plan for the organization will be subject to prior written approval from the AID Technical Office.

(B) Complete the Election Assistance Data Base for the Latin American/Caribbean Region. The Contractor will work with the regional election assistance center in Central America (CAPEL), and evaluate USG opportunities, if appropriate, in providing election assistance in Central and Latin America. An operational plan to maintain the Latin American/Caribbean phase of the project will be developed.

4

(C) Identify Additional Countries for Review. Third World countries in Africa, Asia and the Near East will be surveyed to determine which would be appropriate for evaluation under the election assistance program. With the advice and approval of the AID Technical Office, countries will be selected for initial efforts in the areas of generic research, in-country research, electoral law and analysis of current election resources.

(D) Expand the Project Data Base. Information contained in the data base covers twelve specific areas of election assistance:

1. Election law/administration entities;
2. Registries;
3. Mechanics of process and procedures at voting table;
4. Election day worker training;
5. Commodities, e.g. paper, ink;
6. Election day transportation;
7. Distribution and collection of voting materials;
8. Planning and implementation of security process;
9. Process for counting, reporting and certification of votes;
10. Management of the total election day process;
11. Determination of election environment to promote free and fair voting; and
12. Fostering commitment to the democratic process.

The Contractor shall expand the data base, covering the same components contained therein, by applying lessons learned in the Central American region to countries in other areas of the world. Selection of countries will be based on previous research which includes a complete list of countries who hold "free elections", and specifically Third World countries holding elections within the next eleven months. Decisions will be based also on prior information, such as, dates of proposed elections, types of governments involved, various elective offices, overview of election law and the election process, relevant data from previous elections, identification of country experts, and a listing of publications on the country situation and election processes.

9

- (E) 1. Monthly progress reports will be submitted by the end of each month to PPC/PDPR/II. They will discuss specific activities undertaken during the months and outline future directions.
2. A comprehensive report of Contract activities will be submitted to the AID Technical Officer on or about April 30, 1987. The report will be submitted in draft to the AID Technical Officer for comments. AID will provide comments on the report within 10 working days, and any requested minor changes will be made by the Contractor no later than May 31, 1987.

The report will include:

--A conceptual description of the permanent organization's general functions and responsibilities, mechanism(s) by which its services will be accessed, probable users of the service, a list of board members, and an outline of activities/services available/proposed for the first year of operation.

--A description of available reports on specific areas of election assistance as well as electoral law in the Latin American/Caribbean region. The report should cover all election assistance components outlined in Item (D) in the Scope of Work. A presentation of the Latin American/Caribbean election assistance data base will be given to interested AID staff prior to contract completion.

--A description of the activities undertaken to expand the data base into other regions and of data input during this phase of the project.

--A list of election specialists trained to date, bio-graphic information, areas of expertise, and availability as election consultants.

C.3. Technical Directions

Performance of the work hereunder shall be subject to the technical directions of the cognizant AID Technical Officer. 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, 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. Level of Effort

- a. The level of effort for the performance of this contract shall be 155 total work days of direct labor.
- b. The estimated composition of the total of direct labor is as follows:

<u>Category</u>	<u>Work Days</u>
Principals	75
Assistant	50
Secretary	30

- 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 days of effort prior to the expiration of the term hereof.

C.5. Key Personnel

- a. The key personnel which the Contractor will furnish for the performance of this contract is as follows:

Principals

- b. The above personnel are considered to be essential to the work being performed hereunder. Prior to diverting the services of these individuals to other projects or programs, the Contractor will notify the Contracting Officer reasonably in advance and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the program. No diversion will be made by the Contractor without the written consent of the Contracting Officer. The list 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.

SECTION E - INSPECTION AND ACCEPTANCE

Clauses Incorporated by Reference (April 1984). This contract incorporates the following clauses by reference, with the same force

11

and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available.

Federal Acquisition Regulation (48 CFR Chapter 1) Clause 52.246-05
Inspection of Services - Cost Reimbursement (APR 1984)

Federal Acquisition Regulation (48 CFR Chapter 1) Clause 52.246-25
Limitation of Liability - Services (APR 1984)

SECTION F - DELIVERIES OR PERFORMANCE

- F.1. The effective date of this contract is September 30, 1986, and the estimated completion date is May 31, 1987.
- F.2. In the event that the Contractor fails to furnish the level of effort set forth herein for the specified term, then 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.
- F.3. Clauses Incorporated by Reference (APR 1984). This contract incorporates the following clause by reference, with the same force and effect as if it was given in full text. Upon request, the Contracting Officer will make the full text available.

Federal Acquisition Regulation (48 CFR Chapter 1) Clause
52.212-13 Stop Work Order (APR 1984) - Alternate 1

F.4. Deliverables

The Contractor shall submit the deliverables as described in Section C of this contract to Ms. Travis Horel, Agency for International Development, PPC/PDPR/SI, Washington, D.C. 20523.

SECTION G - CONTRACT ADMINISTRATION DATA

Amount Obligated	:	\$144,403
Total Estimated Cost:	:	\$144,403
PIO/T No.	:	930-0086-6303325
Appropriation No.	:	72-1161021.6
Allotment No.	:	646-30-099-00-20-61
Budget Plan Code	:	FDAA-86-13010-DG-11
Paying Office	:	Office of Financial Management, M/FM/PAFD, Washington, DC 20523
Technical Office	:	PPC/PDPR/SI
Technical Officer	:	Travis Horel

12

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1. Selection of legal assistance shall be subject to the approval of the AID Technical Officer.

SECTION I - CONTRACT CLAUSES

52.252-2 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. Upon request, the Contracting Officer will make their full text available.

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

52.202-1 Definitions (APR 1984).

52.203-1 Officials Not to Benefit (APR 1984).

52.203-3 Gratuities (APR 1984).

52.203-5 Covenant Against Contingent Fees (APR 1984).

52.204-2 Security Requirements (APR 1984).

52.212-13 Stop Work Order (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)

52.215-24 Subcontractor Cost or Pricing Data (APR 1985).

52.215-26 Integrity of Unit Prices Alternate I (JUN 1985).

52.215-30 Facilities Capital Cost of Money (APR 1984).

52.215-33 Order of Precedence (JAN 1986)

52.216-7 Allowable Cost and Payment (APR 1984).

52.216-8 Fixed Fee (APR 1984).

52.219-8 Utilization of Small Business Concerns and Small Disadvantaged Business Concerns (JUN 1985).

52.219-13 Utilization of Women Owned Small Businesses (APR 1984)

12

- 52.220-1 Preference for Labor Surplus Area Concerns (APR 1984).
- 52.220-3 Utilization of Labor Surplus Area Concerns (APR 1984)
- 52.222-2 Payment of Overtime Premiums (APR 1984)
- 52.222-3 Convict Labor (APR 1984).
- 52.222-26 Equal Opportunity (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 Clean Air and Water (APR 1984)
- 52.227-1 Authorization and Consent (APR 1984)
- 52.227-8 Reporting of Royalties (Foreign) (APR 1984)
- 52.228-7 Insurance--Liability to Third Persons (APR 1984).
- 52.229-8 Taxes - Foreign Cost-Reimbursement Contracts (APR 1984)
- 52.232-17 Interest (APR 1984).
- 52.232-20 Limitation of Cost (APR 1984).
- 52.232-23 Assignment of Claims (JAN 1986).
- 52.233-1 Disputes (APR 1984).
- 52.233-3 Protest After Award, Alternate I (JUN 1985)
- 52.242-1 Notice of Intent to Disallow Costs (APR 1984).
- 52.243-2 Changes - Cost Reimbursement Alternate I (APR 1984)
- 52.244-2 Subcontracts (Cost-Reimbursement and Letter Contracts) (JUL 1985).
- 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)

14

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

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

52.249-14 Excusable Delays (APR 1984).

52.251-1 Government Supply Sources (APR 1984)

II. AGENCY FOR INTERNATIONAL DEVELOPMENT ACQUISITION REGULATION
(48 CFR CHAPTER 7) CLAUSES

752.202-A70 AID Definitions Clause-General Supplement for Use in All AID Contracts (APR 1984) (This clause supplements FAR 52.202)

752.202-A72 AID Definitions Clause-General Supplement for Use in All AID Contracts (APR 1984) (This clause supplements FAR 52.202)

752.203-1 Officials Not to Benefit (APR 1984)

752.204-2 Security Requirements (APR 1984) (This clause supplements FAR 52.204-2).

752.219-8 Utilization of Small Business Concerns and Small Disadvantaged Business Concerns (APR 1984) (This clause supplements FAR 52-219-8)

752.7001 Biographical Data (APR 1984)

752.7002 A70 Travel and Transportation Expenses (APR 1984)

752.7002 A73 Travel and Transportation Expenses (MAR 1984)

752.7003 A70 Interest on Overdue Payments (APR 1984), Payment Due Dates (NOV 1984), and Invoice Requirements (APR 1984)

752.7003 A71 Documentation and Payment (APR 1984)

752.7004 Source and Nationality Requirements for Procurement of Goods and Services (NOV 1985)

752.7005 Language, Weights, and Measures (APR 1984)

752.7006 Notices (APR 1984)

752.7007 Personnel Compensation (AUG 1984)

752.7008 Use of Government Facilities or Personnel (APR 1984)

752.7009 Marking (APR 1984)

15

- 752.7010 Conversion of U.S. Dollars to Local Currency (APR 1984)
 - 752.7011 Orientation and Language Training (APR 1984)
 - 752.7013 A70 Contractor-Mission Relationships (APR 1984)
 - 752.7014 Notice of Changes in Travel Regulations (APR 1984)
 - 752.7015 Use of Pouch Facilities (APR 1984)
 - 752.7017 Local Cost Financing with U.S. Dollars (APR 1984)
 - 752.7020 Organizational Conflict of Interest (MAR 1985)
 - 752.7025 Approvals (APR 1984)
 - 752.7026 A70 Reports (APR 1984)
 - 752.7027, A71 Personnel (APR 1984)
 - 75.7028 Differential and Allowances (MAR 1986)
 - 752.7029 Post Privileges (APR 1984)
 - 752.7031 A70 Leave and Holidays (APR 1984)
 - 752.7031 A72 Leave and Holidays (APR 1984)
- (End of clause)

III. SPECIAL PROVISION: RIGHTS IN DATA

(a) The term "Subject Data" as used herein includes writings, sound recordings, pictorial reproductions, drawings or other graphical representations, and works of any similar nature (whether or not copyrighted) which are specified to be delivered under this contract. The term does not include financial reports, cost analyses, and other information incidental to contract administration.

(b) All Subject Data first produced in the performance of this contract shall be the sole property of the Government. The Contractor agrees not to assert any rights at common law or equity and not to establish any claim to statute copyright in such Data. The Contractor shall not publish or reproduce such Data in whole or in part or in any manner or form, nor authorize others to do so, without the written consent of the Government until such time as the Government may have released such Data to the public.

16

(c) The Contractor agrees to grant and does hereby grant to the Government and to its officers, agents and employees acting within the scope of their official duties, a royalty-free, nonexclusive, and irrevocable license throughout the world (i) to publish, translate, reproduce, deliver, perform, use, and dispose of, in any manner, any and all Data not first produced or composed in the performance of this contract but which is incorporated in the work furnished under this contract; and (ii) to authorize others to do so.

(d) The Contractor shall indemnify and save and hold harmless the Government, its officers, agents and employees acting within the scope of their official duties against any

liability including costs and expenses (i) for violation of proprietary rights, copyright or right of privacy, arising out of the publication, translation, reproduction, delivery, performance, use, or disposition of any Data furnished under this contract; or (ii) based upon any libelous or other unlawful matter contained in such Data.

(e) Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government under any patent.

(f) Paragraphs (c) and (d) of this section are not applicable to material furnished to the Contractor by the Government and incorporated in the work furnished under the contract; provided, such incorporated material is identified by the Contractor at the time of delivery of such work.