



MODIFICATION NO. 5

Subcontract Agreement No. 5835-001-05S-010-01

Under

**USAID/DAI PRIME Task Order No.3 #DFD-1-03-05-00250-00
Cuba Democracy and Contingency Planning Program (CDCP)**

Contractor: Development Alternatives, Inc. (DAI)
7600 Wisconsin Avenue, Suite 200
Bethesda, MD 20814
Tel: (301) [REDACTED]
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Subcontractor: JBDC, LLC
5530 Wisconsin Avenue, Suite 1115
Chevy Chase, MD 20815
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Type of Subcontract: Firm Fixed Price

Period of Performance: February 10, 2009 – October 31, 2010

Subcontract Amount: \$590,608.00

The purpose of this modification is to:

- I. Revise the Statement of Work to incorporate follow-on activities to be carried out between November 1, 2009 and October 31, 2010
- II. Extend the end of the period of performance from October 31, 2009 to October 31, 2010.
- III. Provide additional funding to support the additional activities identified in the revised Statement of Work.
- IV. Revise *Appendix A Special Provisions* to incorporate a new clause on force majeure

Accordingly, the following articles of the Subcontract are modified as follows:

I. ARTICLE 1 - THE WORK

1.1 The Subcontractor shall provide all labor and other resources necessary to properly perform the work set forth in Appendix D, Statement of Work (hereinafter referred to as the "Work"). Appendix D is revised to incorporate Annex 1, incorporated herein as Attachment A, in support of follow-on activities to be accomplished through October 31, 2010. The Work shall be carried out in a diligent and professional manner utilizing duly qualified personnel and good and sufficient materials and equipment.



II. ARTICLE 2 - PERIOD OF PERFORMANCE

2.1 **Period of Performance:** The term of performance for this subcontract shall begin on the effective date of the subcontract and continue through its estimated completion date of October 31, 2010 unless terminated earlier or extended by DAI as provided herein

III. ARTICLE 4 - SUBCONTRACT AMOUNT AND PAYMENTS

4.1 **Firm Fixed Price:** This Modification 5 to the subcontract agreement increases the subcontract amount by \$332,334 to support activities identified in Attachment A to this modification. The total Firm-Fixed Price of the Subcontract is revised to be \$590,608. The Subcontractor will not be paid any sum in excess of this Firm Fixed Price without DAI's prior authorization and a formal modification to this Subcontract. A breakdown of the current value of the subcontract is as follows:

Original Subcontract Amount:	\$258,274.00
Add'l Funding per Modification 5:	\$332,334.00
Revised subcontract total:	\$590,608.00

4.2.1 **Payment Schedule:** This article and *Appendix E, Budget*, are revised to add the following table to reference follow-on activities identified in Attachment A to this Modification 5:

Deliverable	Components I and II	% Due Comp. I / II	Component III	% Due Comp. III	Due Date
1. Work plan and timeline	\$32,566.40	20%			Within 1 week of contract signing.
2. Survey instrument	\$32,566.40	20%			Within 3 weeks of contract signing and prior to resumption of field travel.
3. Trip memorandum (a) and debriefing for follow-up on Site 1	\$21,168.16	13%			Within 5 days of return from first trip.
4. Trip memorandum (a) and debriefing for follow-up on Site 2	\$21,168.16	13%			Within 5 days of return from second trip.
5. Trip memorandum (a) and debriefing for follow-up on Site 3	\$22,796.48	14%			Within 5 days of return from third trip.



6. Training Materials Plan for additional sites; Telco-In-A-Bag verification for Site 4			\$56,784.00	33.5%	As stated in the task order for Site 4
7. Telco-In-A-Bag verification for Site 5			\$56,784.00	33.5%	As stated in the task order for Site 5
8. Telco-In-A-Bag verification for Site 6			\$55,934.00	33%	As stated in the task order for Site 6
9. Final Report (to include survey results and content report)	\$32,566.40	20%			Within 10 days of project completion
Sub Totals	\$162,832.00		\$169,502.00		
Grand Total		100%	\$332,334.00	100%	

IV. APPENDIX A – SPECIAL PROVISIONS. Revised to incorporate the following:

18. FORCE MAJEURE:

The Subcontractor shall not be liable by reason of any failure in the performance of this Agreement in accordance with the terms hereunder if such failure arises out of causes beyond the control and without the fault or negligence of the Subcontractor. Such causes may include, but are not limited to, acts of God, acts of government, municipal, or other authority, fires, floods, epidemics, quarantines, strikes, and labor disputes.

All other terms and conditions of the subcontract remain unchanged and in full force and effect.

The Subcontractor is required to execute this document. In witness whereof, the duly authorized representatives of the Contractor has executed this agreement on the date shown.

Contractor

Development Alternatives

Signature: _____

Name: _____

Title: Manager, Subcontracts

Date: 26 October 2009

Subcontractor

JBDC, LLC

Signature: Alan P. Gross

Name: Alan P. Gross

Title: Executive Member

Date: 23 October 2009

Annex 1 to Statement of Work for Subcontract 5835-001-05S-010-01

This Annex is issued to incorporate follow-on activities to the original statement of work incorporated into the referenced subcontract agreement. These activities have been approved by USAID via the consent to subcontract dated October 8, 2009 and are articulated in the subcontractor's proposal for follow-on activities finalized on September 17, 2009. Any information identified in the original statement of work remains valid unless revised herein.

The subcontractor's finalized proposal for follow-on activities dated September 17, 2009 is identified as Attachment 1 and is incorporated herein. Subcontractor shall comply with and provide all information identified in that proposal, however should there be any inconsistency between this Statement of Work and Attachment 1, this Statement of Work shall govern.

The following are activities scheduled, differentiated by component, for the follow-on to the original subcontract agreement.

Period of Performance: November 1, 2009 – October 31, 2010

Component 1: Increase Security at Existing Sites PL1, PL2, and PL3

The objectives of this component are as articulated in the Subcontractor's finalized proposal incorporated herein as Attachment 1.

Component 2: Monitor Usage and Provide Content at PL1, PL2 and PL3

The objectives of this component are as articulated in the Subcontractor's finalized proposal incorporated herein as Attachment 1.

Component 3: "Telco-in-a-Bag"

The objectives of this component are as articulated in the Subcontractor's finalized proposal incorporated herein as Attachment 1. Attachment 2 to this Annex represents the ordering mechanism that will govern the implementation of Component 3 and is incorporated herein.

Deliverables Schedule

Deliverables to be submitted are as articulated in the Subcontractor's finalized proposal incorporated herein as Attachment 1. The following is a table summarizing the due dates for each deliverable identified in Attachment 1.

Deliverable	Due Date
1. Work plan and timeline	Within 1 week of contract signing.
2. Survey instrument	Within 3 weeks of contract signing and prior to resumption of field travel.
3. Trip memorandum (a) and debriefing for follow-up on Site 1	Within 5 days of return from first trip.
4. Trip memorandum (a) and debriefing for follow-up on Site 2	Within 5 days of return from second trip.

5. Trip memorandum (a) and debriefing for follow-up on Site 3	Within 5 days of return from third trip.
6. Training Materials Plan for additional sites; Telco-In-A-Bag verification for Site 4	As stated in the task order for Site 4
7. Telco-In-A-Bag verification for Site 5	As stated in the task order for Site 5
8. Telco-In-A-Bag verification for Site 6	As stated in the task order for Site 6
9. Final Report *(to include survey results and content report)	Within 10 days of project completion

*See note below regarding submission of the final report.

Deliverables and Acceptance

Deliverables will be submitted according to the table incorporated into the subcontract under Article 4 and indicated above. DAI will accept the work performed by the Subcontractor and deliverables submitted in accordance with applicable clauses and articles in this subcontract agreement. DAI's responses and conclusions to deliverables are expected within 5 days of submission.

The following are acceptance criteria for each deliverable submitted:

Work Plan

- The work plan shall address how the 3 component activity tasks identified herein will be accomplished. The work plan shall follow the technical proposal and each activity identified therein.

Survey Instrument

- The subcontractor will develop and conduct a survey to identify the types of content being accessed by the target group identified in current Sites 1- 3.
- The survey instrument will capture how the content is being used
- Methodologies to be employed to develop and administer the survey are as described in the Subcontractor's proposal incorporated herein as Attachment 1

Training Guides, Training Plan and M&E Plan

- Training Guides and Training Plan will be done in the same context as and as an extension of the first phase of the pilot, the exception being that no Ruckus wireless equipment is budgeted for Component III.
- The M&E Plan shall be submitted as part of the work plan and will place emphasis on MBs of Internet throughput via BGANs and shall include all information as possible from the original Statement of Work.
- Initial Internet Utilization Survey inputs based upon the survey conducted under Component 2 will be submitted.

Operability of Each Site

- A new site will be considered operational when Internet access and a functioning Intranet have been established utilizing the equipment identified in the subcontractor's proposal under Component 3, "Telco-in-a-Bag."

Acceptance of equipment delivered and received by recipients identified under Component 3 will be based on submission of Attachment A to the original Statement of Work and in accordance with Section 6, Performance Monitoring and Evaluation (M&E) Plan of the subcontractor's original technical proposal and as articulated in the original Statement of Work.

- In the event that a force majeure, as defined by the force majeure clause in the subcontract agreement, prevents the Subcontractor from performing, an amicable agreement on how to resolve or settle the matter in terms of the deliverable is to be reached.

Trip Memoranda and Debriefings

- The same types of information provided in previous Trip Memoranda and Debriefings will be included, to include information addressing the indicators identified in the original SOW
- For Component 3, references to the information identified in Attachment A to the original Statement of Work for each site will be included.
- Internet Utilization Survey inputs will be submitted when available. Per the Subcontractor's technical proposal, incorporated herein as Attachment 1, survey results will be provided as they become available in the monthly usage reports the Subcontractor will be submitting in support of Components 1 and 2.

Equipment Status/Disposition Report

- The final field visit under this proposed Scope expansion will deal with the matter of the disposition of equipment. This will take into consideration whether a follow on activity will ensue.

Final Report

The following information shall be included:

- Overall summary of the project addressing how the project met all objectives, goals, activities and indicators cited herein and indicated in the original technical proposal.
- Accomplishments and challenges faced.
- Results of the Internet Utilization Survey.
- Suggestions for any possible follow-on project.

The Final Report will be submitted as follows:

- If only Components 1 and 2 are exercised, the report will be due within 10 days of completion of those components. If Component 3 is exercised, the report will be due within 10 days of completion of the last Site established via Component 3.