

**SUBCONTRACT AGREEMENT  
TO PERFORM PROFESSIONAL SERVICES  
UNDER PRIME CONTRACT NUMBER AID-OAA-I-15-00022  
AND TASK ORDER AID-660-TO-16-0002**

Prime Contractor:           IBTCI  
Subcontractor:  
Subcontract Number:  
Subcontract Date:           \_\_\_\_\_



**International Business & Technical Consultants, Inc. (IBTCI)**

8618 Westwood Center Drive  
Suite 400  
Vienna, VA 22182  
1.703.749.0100

This Subcontract Agreement is made and entered into as of DATE by and between ***International Business & Technical Consultants, Inc. (IBTCI)***, a Commonwealth of Virginia Corporation, (hereinafter referred to as the “Prime Contractor”), with offices located at 8618 Westwood Center Drive, Suite 400, Vienna, Virginia 22182, and ***COMPANY (XXX)***, (hereinafter referred to as the “Subcontractor”), whose principal place of business is located at **ADDRESS**.

NOW, THEREFORE in consideration of the covenants hereinafter contained, the parties hereto hereby agree as follows.

PRIME CONTRACTOR hereby awards a subcontract to Subcontractor to assist in implementing the PROJECT NAME contract (hereinafter referred to as the “Project”) between IBTCI and CLIENT (hereinafter referred to as the “Client”). In its performance of subcontract work, Subcontractor shall be an independent entity and not an employee or agent of Prime Contractor.

## **1 DESCRIPTION OF WORK/PURPOSE**

Subcontractor agrees to furnish the necessary personnel, services, materials, equipment and facilities, and otherwise do all things necessary to support the delivery of all tasks, items and deliverables assigned by Prime Contractor to the Subcontractor under an agreed upon subcontract.

## **2 PERIOD OF PERFORMANCE**

This Subcontract Agreement commences on DATE and shall continue until DATE subject to performance and availability of funds unless extended by mutual written consent.

## **3 PLACE OF PERFORMANCE**

The place of performance under this subcontract is PLACE and/or other provinces, as related to activities and as specified in the Statement of Work.

## **4 CONTRACT TYPE**

This is a Firm Fixed Price (FFP) type subcontract.

## **5 TOTAL PRICE**

The total price for the performance of the work required under this subcontract is **\$XXXXXXX**. Subcontractor will be paid in accordance with paragraph 12 below and Attachment B, Deliverable and Payment Schedule

## **6 TRAVEL**

If any travel is required, IBTCI must approve travel in advance in writing. All travel will be done in accordance with the federal travel regulations.

## **7 KEY PERSONNEL**

The key personnel identified below are considered to be essential to the work being performed. Unless otherwise agreed to in writing by the IBTCI, the Subcontractor shall be responsible for providing such personnel as specified in the Subcontractor. The Subcontractor shall make no replacement of any personnel without the written approval of the IBTCI.

Failure to provide key personnel designated below may be considered nonperformance by the Subcontractor unless such failure is beyond the control, and through no fault or negligence of the subcontractor. The subcontractor must immediately notify IBTCI’s Chief of Party of the key personnel’s departure and the reasons therefore.

The key personnel that the Subcontractor must furnish for the performance of this contract is/are:

## 8 CONTACTS

All personnel assigned to perform work by the Subcontractor to the subcontract shall be personally and professionally qualified for the assignment to be undertaken. Matters concerning the technical performance of this Subcontract should be directed to the appropriate party’s Project Manager. The person designated as Project Manager for each party in the subcontract is:

<b>IBTCI</b>	<b>COMPANY</b>
Name: XXX	Name:
Title: Project Director	Title:
Address: 8618 Westwood Drive Suite 400 Vienna, VA 22182	Address:
Telephone: (703) 749-0100	Telephone:
Fax: (703) 749-0110	Fax:
Email: <a href="mailto:xxx@ibtci.com">xxx@ibtci.com</a>	Email:

Matters concerning the request or negotiation of any changes in the terms, conditions, or amounts cited in this Subcontract Agreement, and any changes requiring prior approval, should be directed to the appropriate party’s Administrative Contact/Authorized Official. Any such changes made to this Subcontract Agreement require the written approval of each party’s Administrative Contact/Authorized Official. The person designated as the Administrative Contact/Authorized Official for each party in the Subcontract is:

<b>IBTCI</b>	<b>COMPANY</b>
Name: Jeffrey A. Greene	Name:
Title: Director of Contracts & Pricing	Title:
Address: 8618 Westwood Center Drive Suite 400 Vienna, VA 22182	Address:
Telephone: (703) 749-0100 Ext. 278	Telephone:
Fax: (703) 749-0110	Fax:
Email: <a href="mailto:jgreene@ibtci.com">jgreene@ibtci.com</a>	Email:

## 9 SPECIAL TERMS AND CONDITIONS

Add any special terms and conditions for this agreement either provided by program/contracts or the prime contractor.

## 10 FLOW DOWN OF PRIME CONTRACT CLAUSES

See Attachment X below.

## 11 DELIVERABLES AND PROGRESS REPORTS

The Subcontractor agrees to deliver all products and deliverables as described in the Statement of Work (SOW). These reports may be used by customer personnel or their authorized representatives when evaluating the Prime and Subcontractor's performance.

## 12 CONSIDERATION

Prime Contractor agrees to pay Subcontractor in consideration of the promises and upon observance and full performance in accordance with the scope of this Subcontract.

Final payment of any amount due from Prime Contractor to the Subcontractor under this Subcontract is conditional upon acceptance of the Work by the Prime Contractor Project Manager. Such acceptance shall not be unreasonably withheld. If Prime Contractor does not accept the Work, Prime Contractor will give notification to the Subcontractor in writing of the reasons for non-acceptance and the Subcontractor shall have fifteen (15) days in which to remedy any defect(s).

## 13 SUBMISSION OF INVOICES

The Subcontractor shall submit invoices to Prime Contractor upon completion and approval of each deliverable as described in Attachment X, XXX. Payment will be made within 30 days of receipt of an acceptable and properly submitted invoice. All invoices shall be submitted using Subcontractor's standard invoice format, but at a minimum shall include a description of tasks completed, reference to the contract number, and certification as to the truth and accuracy of the invoice. The invoice shall contain all necessary information to effect payment, including banking information. Receipts for all travel related expenses must be included with invoices. Travel and related expenses must comply with Federal Travel Regulations and costs limited to Federal per diem rates in force on the date of travel. Invoices and questions concerning invoice receipt or payment should be directed to the appropriate party's Administrative Contact/Authorized Official. Two copies of each invoice will be submitted via mail, email or fax to:

IBTCI
Attn: Accounting Group
Address: 8618 Westwood Center Drive, Suite 400 Vienna, VA 22182
Telephone: (703) 749-0100
Fax: (703) 749-0110
Email: <a href="mailto:accounting@ibtci.com">accounting@ibtci.com</a>

The Subcontractor shall submit a final invoice within 25 days following the end of the performance of the Subcontract. The invoice shall be marked "FINAL".

## **14 ATTACHMENTS**

The Attachments hereto are an integral part of this Agreement and are deemed incorporated by reference herein.

- Attachment A – Subcontractor’s Statement of Work
- Attachment B – Subcontractor’s Price Budget
- Attachment C – IBTCI General Terms and Conditions dated March 2019
- Attachment D – Prime Contract Flowdown Provisions
- Attachment E – Branding and Marking Plan

## **15 ORDER OF PRECEDENCE**

In the event of an inconsistency or conflict between documents, the inconsistency shall be resolved by giving precedence in the following order:

1. Task Order Clauses?
2. Subcontract Agreement
3. Statement of Work
4. Prime Contract Flowdown Provisions
5. IBTCI General Terms and Conditions dated March 2019
6. Budget/etc
7. Branding and Marking Plan

## **16 COMPLETE AND ONLY AGREEMENT**

Subcontractor and Prime Contractor acknowledge that they have read this entire Agreement. This Subcontract is the complete and exclusive statement thereof between the parties and that it supersedes and merges all prior proposals and understandings, and all other agreements, whether oral or written, between the parties relating to the subject matter hereof. This Contract shall be governed only by the terms and conditions of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Subcontract to be executed by their duly authorized officials.

**International Business & Technical  
Consultants, Inc.**

**COMPANY NAME**

\_\_\_\_\_  
Signature

Jeffrey A. Greene

Name

Director of Contracts & Pricing

Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date