

SONENTHAL & OVERALL, P.C.

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Washington, D.C. 20036

April 6, 1998

FREEDOM OF INFORMATION ACT REQUEST

Chief, Customer Outreach and
Oversight Staff
M/AS/IRD
U.S. Agency for International Development
Ronald Reagan Building
Room 2.7C
Washington, D.C. 20523-2701

FOI-146/98

Dear Sir/Madam:

This is a request pursuant to the Freedom of Information Act (the "Act") and USAID's implementing regulations, 22 CFR Part 212.

Paragraph #1 of this request supplements and expands on a previous request, FOIA 160/97, dated **May 19, 1997**. Of course, any documents already provided by the agency in response to FOIA 160/97 need not be provided a second time. However, please note: Performance of the Task Order that is the focus of this request continued at least through October 31, 1997, and financial close out has not yet been completed. **Accordingly, we expect that there will be a considerable number of responsive documents relating to implementation and performance that were not supplied to us earlier.**

Request. Please provide copies of the following materials:

1. All records in any way referring or relating to the **solicitation, negotiation, award (including protests), modification, amendment, interpretation, extension and or funding** of Contract EPE-O005-I-00-5040-00, Task Order ("T.O.") for services in regard to the Securities Regulatory Program in Kazakstan and Kyrgystan, and/or to the **implementation and performance** of that T.O., to the date of this request. Such records would include, but are expressly not limited to, the following:

(a) All records containing, or referring or relating to, **communications** regarding the T.O., especially communications between The Pragma Corporation ("Pragma") and USAID. "Pragma" includes not only the corporation itself but also its directors, officers, employees, agents, representatives, consultants and

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subcontractors; "USAID" includes the agency itself, and its officials, employees, PSCs, agents, representatives, consultants and subcontractors.

(b) All records concerning, referring or in any way relating to the **performance** by Pragma of its obligations under to the T.O. -- including, but not limited to, records relating to personnel and subcontracting arrangements, USAID T.O./contract administration, approvals, technical directions, reports (program, financial, and other), and technical office project/program correspondence.

(c) All records concerning, referring or in any way relating to **personnel**, including but not limited to expatriate and local hires, long- and short-term, provided by or through Pragma under the T.O., including all records relating to their qualifications, hours/days/months worked, salaries and fringe benefits.

(d) All records concerning, referring or relating to the **amount of work done and payments claimed and/or received** by Pragma from, through or on behalf of USAID under or relating to the T.O.

2. All records referring or in any way relating to the **solicitation, negotiation, award (including protests), modification, amendment, interpretation, extension and/or funding** of any other task orders under Contract EPE-O005-I-00-5040-00, awarded by USAID or any of its overseas missions, to The Pragma Corporation for performance in Central Asia during calendar years 1996 and 1997, and/or to the **implementation and performance** of any such task orders to the date of this request. Such records include, but are expressly not limited to--

(a) All records containing, or referring or relating to, **communications** regarding the task orders, especially communications between The Pragma Corporation ("Pragma") and USAID. "Pragma" includes not only the corporation itself but also its directors, officers, employees, agents, representatives, consultants and subcontractors; "USAID" includes the agency itself, and its officials, employees, PSCs, agents, representatives, consultants and subcontractors.

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(b) All records concerning, referring or in any way relating to the **performance** by Pragma of its obligations under the task orders -- including, but not limited to, records relating to personnel and subcontracting arrangements, USAID task order/contract administration, approvals, technical directions, reports (program, financial, and other), and technical office project/program correspondence.

(c) All records concerning, referring or in any way relating to **personnel**, including but not limited to expatriate and local hires, long- and short-term, provided by or through Pragma under the task orders, including all records relating to their qualifications, hours/days/months worked, salaries and fringe benefits.

(d) All records concerning, referring or relating to the **amount of work done and payments claimed and/or received** by Pragma from, through or on behalf of USAID under or relating to the task orders.

The requested documents include **all** records -- including, but not limited to, written documents, electronic mail, and notes of oral or other communications, regardless of by whom generated, in any form, whether final or draft, or whether handwritten, printed, mechanical or electronic.

Location. The requested documents are believed to be publicly available, non-exempt, and in the custody of procurement and program staff at the USAID offices in the Central Asian republics, in particular Almaty and Bishkek, and at the USAID/Washington, particularly at the ENI bureau and the Office of Procurement. However, this request is expressly not limited to documents in the custody of the above-referenced offices.

Denial. If any portion of this request is denied, I respectfully request a detailed statement of the reasons for the withholding and an index or similar statement of the nature of any documents withheld. To expedite this request, I would be willing to discuss specific instances of deletion or other exemption claims in advance of a final decision by the agency. In the event of deletions, I request that a reason be stated for each partial denial of access.

Payment. In compliance with the applicable regulations, I promise to pay reasonable charges incurred for search and copying and any other legally required costs. Please send me your invoice along with the copies. If total

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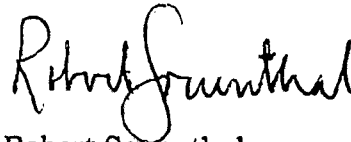
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charges will exceed US\$350.00, please telephone me in advance at the number below for agreement to such charges.

We look forward to your response within 10 days, or earlier if possible, as there is a critical, time-sensitive need for these records.

Thank you very much for your assistance in this matter.

Sincerely,



Robert Sonenthal