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COST-REIMBURSEMENT CONTRACT FOR TECHNICAL SERVICES, OVERSEAS, 3-67

AGENCY FOR INTERNATIONAL DEVELOPMENT
NEGOTIATED CONTRACT NO. AID 12-679

CONTRACT TYPE
Cost Reimbursement

NEGOTIATED PURSUANT TO THE FOREIGN ASSISTANCE ACT OF 1961, AS AMENDED, AND EXECUTIVE ORDER 11223 AMOUNT \$10,630

CONTRACT FOR: Project No. 512-11-799-122.14
Monitoring of a Computer Procurement Financed under an AID LOAN

ISSUING OFFICE (Name and Address)

CONTRACTOR (Name and Address)

Supply Management & Contract Division (MGSC)

Arthur Andersen & Co.

USAID/Brasil
Rio de Janeiro

NAME
Caixa Postal 174-ZC-00

STREET ADDRESS

Rio de Janeiro-GB

CITY, STATE, ZIP CODE

CERTIFIED TRUE COPY
By: *[Signature]*
Date: APR 20 1971

ADMINISTRATION BY
Office of Capital Development (CDLS)-USAID/B-Rio de Janeiro

COGNIZANT SCIENTIFIC/TECHNICAL OFFICE Office of Capital Development (CDL) USAID/B - Rio de Janeiro - GB

MAIL VOUCHERS (Original & 3 copies)
TO: USAID/Brazil Controller
Rio de Janeiro

ACCOUNTING AND APPROPRIATION DATA
PIO/T NO. 512-122.14-3-10203
APPROPRIATION NO. 72-1111010
ALLOTMENT NO. 195-50-512-00-69-11

EFFECTIVE DATE April 19, 1971 ESTIMATED COMPLETION DATE October 18, 1971

TYPES OF BUSINESS (CHECK APPROPRIATE BOXE(S))

<input type="checkbox"/>	SOLE PROPRIETORSHIP	<input type="checkbox"/>	SMALL BUSINESS
<input checked="" type="checkbox"/>	PARTNERSHIP	<input type="checkbox"/>	LABOR SURPLUS AREA
<input type="checkbox"/>	JOINT VENTURE		
<input type="checkbox"/>	CORPORATION INCORPORATED IN STATE OF		

The United States of America, hereafter 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 6 Pages, including the Table of Contents, and the General Provisions (Form CT/GP/Technical Services Overseas, 2-70).

NAME OF CONTRACTOR ARTHUR ANDERSEN & CO.	UNITED STATES OF AMERICA AGENCY FOR INTERNATIONAL DEVELOPMENT
BY (Signature of Authorized Individual)	BY (Signature of Contracting Officer)
TYPED OR PRINTED NAME	TYPED OR PRINTED NAME ROGER B. GARLOCK
TITLE	CONTRACTING OFFICER
DATE APR 16 1971	DATE APR 20 1971

TABLE OF CONTENTS SCHEDULE

The Schedule, on pages 1 through 6, consists of this Table of Contents and the following Articles:

- Article I — STATEMENT OF WORK
- Article II — KEY PERSONNEL
- Article III — LEVEL OF EFFORT
- Article IV — PERIOD OF CONTRACT
- Article V — PAYMENTS
- Article VI — ESTIMATED COST

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GENERAL PROVISIONS

The following provisions, numbers 1 through 47, omitting number(s) 3, 4, 5, 6, 8, 9, 11, 13, 14, 15, 22, 23, 26, 28, 30, 31, 32, 33 are the General Provisions of this contract:

- | | |
|--|---|
| 1. Definitions | 25. Examination of Records |
| 2. Biographical Data | 26. Price Reduction for Defective Cost or Pricing Data |
| 3. Personnel | 27. Audit and Records |
| 4. Leave and Holidays | 28. Subcontractor Cost and Pricing Data |
| 5. Allowances | 29. Reports |
| 6. Travel and Transportation Expenses | 30. Utilization of Small Business Concerns |
| 7. Notice of Changes in Regulations | 31. Utilization of Concerns in Labor Surplus Areas |
| 8. Conversion of United States Dollars to Local Currency | 32. Insurance - Workmen's Compensation, Private Automobiles, Marine and Air Cargo |
| 9. Orientation and Language Training | 33. Insurance - Liability to Third Persons |
| 10. Services Provided to Contractor | 34. Termination for Default or for Convenience of the Government |
| 11. Miscellaneous | 35. Disputes |
| 12. Contractor - Mission Relationship | 36. Authorization and Consent |
| 13. Procurement of Equipment, Vehicles, Materials and Supplies | 37. Notice and Assistance Regarding Patent and Copyright Infringement |
| 14. Subcontracts | 38. Patent Provisions and Publication of Results. |
| 15. Title to and Care of Property | 39. Rights in Data |
| 16. Excusable Delays | 40. Release of Information |
| 17. Stop Work Order | 41. Equal Opportunity |
| 18. Changes | 42. Convict Labor |
| 19. Standards of Work | 43. Walsh-Healey Public Contracts Act |
| 20. Inspection | 44. Officials Not to Benefit |
| 21. Limitation of Cost | 45. Covenant Against Contingent Fees |
| 22. Allowable Cost, Fixed Fee and Payment | 46. Language, Weights and Measures |
| 23. Negotiated Overhead Rates | 47. Notices |
| 24. Assignment of Claims | |

General Provisions for Cost Type Contract for Technical Services Overseas (Form CT/GP/Technical Services Overseas, 2-70) attached hereto, and except for the Clauses omitted as specified on the preceding page, such General Provisions are incorporated in this contract.

SCHEDULEARTICLE I - STATEMENT OF WORK

For a period as hereinafter set forth in the Schedule, the Contractor shall provide technical services at the level of effort hereinafter set forth, and shall perform such technical services directed toward the Public Administration Technical Support Project. The scope of work shall include:

A. General Statement

The objective of this contract is to have the Contractor serve as a consultant to USAID in the monitoring of the computer procurement financed under AID Loan No 512-L-076 (IBGE). The work and services hereunder will be performed principally in Rio de Janeiro, Brazil.

B. Detailed Statement

The Contractor shall provide up to two (2) well qualified personnel who had previous experience with major computer procurements, and who will be considered "Key Personnel." A working knowledge of the Portuguese language is preferred.

The services to be provided under this contract are divided into five (5) activities. These activities may not necessarily be performed on contiguous days. The Contractor shall begin work under each of these activities only upon a written Notice to Proceed from USAID/B. Following are the activities:

1 - Activity A - Specifications

The Contractor will familiarize himself with the Invitation for Bids, and all supplements and amendments thereto, provided to him by USAID, and provide written opinions concerning all of the following:

- Consistency with the spirit of accepted U.S. procurement practices and governing AID regulations.
- Sufficiency of technical specifications.

- Reasonability of any requirements tending to limit the field of competition.
- Adequacy and equitability of techniques for qualification of bidders and evaluation of proposals, to the extent that these are described in the Invitation for Bid documents.

2 - Activity B - Amenda and Bid Conferences

The Contractor will attend any and all tests and bid conferences in the States of Guanabara and São Paulo, Brazil, and such other locations as are approved in advance by USAID, and will provide a written opinion to USAID in a manner similar to Activity A above concerning all amenda, supplementary data, tests, and bid conferences related to the subject procurement.

3 - Activity C - Prequalification

The Contractor will review the prequalification data received from the bidders and the evaluation, analysis, and tabulation made by the procuring entity. The Contractor will provide a written opinion concerning the fairness and competitiveness of criteria applied by the procuring entity in prequalifying the bidders.

4 - Activity D - Award

The Contractor will review the proposals received from the bidders and the evaluation, analysis, and tabulation made by the procuring entity. The Contractor will provide a written opinion concerning the fairness and competitiveness of the criteria applied by the procuring entity in making its award and will also review the final draft contract.

5 - Activity E - Acceptance

The Contractor will provide a written opinion concerning his examination of the final equipment as installed against the specifications and performance requirements contained in the contract and approved amendments, excluding speeds.

Reports

The Contractor will supply written opinions to USAID/B, as specified in the above activities.

ARTICLE II - KEY PERSONNEL

- A. The key personnel which the Contractor shall furnish for the performance of his contract are as follows:

Key Personnel

Walter Bates - Partner
Roberto Silva - Manager

- 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 on 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 III - LEVEL OF EFFORT

- A. The level of effort for the performance of this contract shall be 280 total man-hours of direct labor.
- B. The estimated composition of the total man-hours of direct labor is as follows:

<u>Activities</u>	<u>Man-hours</u>				<u>Total</u>
	<u>Partner</u>	<u>Manager</u>	<u>Staff</u>	<u>Clerical</u>	
A	4	15	20	2	41
B	7	30	40	5	82
C	2	15	-	2	19
D	10	50	50	5	115
E	2	20	-	1	23
TOTAL:	<u>25</u>	<u>130</u>	<u>110</u>	<u>15</u>	<u>280</u>

- C. It is understood and agreed that the rate of man-hours for key personnel may fluctuate in pursuit of the technical objectives by as much as 15%, without obtaining prior approval of the Contracting Officer. It is further understood and agreed that the number of hours of effort for any classification except for the hours of the Key Personnel may be utilized by the Contractor in any other direct labor classification if necessary in the performance of the work.

ARTICLE IV - PERIOD OF CONTRACT

- A. The effective date of this contract is April 19, 1971 and the estimated completion date is October 18, 1972.
- B. 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.

ARTICLE V - PAYMENTS

1. Fixed hourly rate for services

Contractor shall be paid hourly fixed rates for the authorized services of its employees, in accordance with the following rates:

<u>Personnel Categories</u>	<u>Hourly Rates</u> (Cruzeiros)
1. Partner (Walter Bates)	Cr\$346,00
2. Manager (Roberto Silva)	Cr\$241,00
3. Staffmen	Cr\$ 70,00 to Cr\$121,00
4. Clerical	Cr\$ 25,00

The above hourly rates include all costs to the contractor and all overhead and profit incidental to the performance of the services required hereunder.

2. Procedures for Payment

- A. Payment will be made on a monthly basis upon submission of the documents required herein.
- B. Claims for payment must be submitted to the Office of the Controller, USAID/Brazil and accompanied by the documents specified in this clause as appropriate and/or such other supporting documents and justifications as the Contracting Officer shall prescribe. Contractor's final invoice, to be clearly labelled "Final Invoice", must be submitted within 120 days after completion of performance of the contract, unless such period is extended by the Contracting Officer. This document must be identified by the appropriate USAID Contract number.
 1. Contractor's detailed invoice, in original and three (3) copies indicating fully for each amount claimed the paragraph of this Contract under which payment is to be made, supported by staff member's name and position category, hours worked and period covered.
 2. Contractor's invoice must have attached thereto or endorsed thereon, one copy of a Work Progress Certificate signed by the Contractor in the following form:

"The undersigned certifies that the costs of man-day payments payable to the Contractor in accordance with the terms of the Contract, up to the date of this certificate, are not less than the total payments received or claimed by the Contractor under the contract (including the payment claimed under the invoice), and that the Contractor has fully complied with the terms and conditions of the Contract."

3. Final Payment

Upon completion of the work under the Contract and its acceptance by USAID, and upon the furnishing by the Contractor of a release, in such form and with such exceptions as may be approved by the Contracting Officer, of all claims against USAID under or arising out of the Contract, accompanied by a satisfactory

accounting for all USAID owned property for which it had custodial responsibility, USAID shall pay to the Contractor the unpaid balance of payments, less (i) deductions due under the terms of the Contract, and (ii) any sum required to settle any unsettled claim which USAID may have against the Contractor in connection with this Contract.

ARTICLE VI - ESTIMATED COST

The total estimated cost of this Contract to the Government is \$10,630 unless additional amount is authorized by the Contracting Officer by amendment. Although the estimated cost is expressed in U.S. dollars, all payments under this Contract will be made in Brazilian currency (cruzeiros) equivalent, based on the official exchange rate in effect on the last day of the month during which the billed services were furnished.