

Mrs. Lewis

MEMORANDUM

Date: April 24, 1979

TO : Distribution

FROM : ^{ABSI} CM/SOD, Donald B. Dickie

SUBJECT: Contract No. AID/la-C-73-4 between A.I.D.
and Cooperative For American Relief Everywhere, Inc.

This transmits one copy of a Negotiated Indirect Cost Rate Agreement dated April 10, 1979. This Agreement is also Amendment No. 18 to the subject Contract.

The purpose of this Amendment is to establish final and/or provisional indirect cost rates.

If additional copies are required, please contact CM/SOD/OSC.

DISTRIBUTION:

CM/SD/SUP, Mrs. B. Lewis

CM/SD/SUP, Mr. G. Well

SEN/PL, Mr. W. McKeel

AAG/W, Mr. B. Abshire (2 copies)

Contracting Officer, CM/ROD/LA, Mr. G. Dwoskin

Project Manager, LA/DR, Mr. P. Baucom

USAID/_____

AGENCY FOR INTERNATIONAL DEVELOPMENT
WASHINGTON, D.C. 20523

NEGOTIATED INDIRECT COST RATE AGREEMENT

Date: April 10, 1979

SUBJECT Indirect Cost Rates for Use in Cost Reimbursement Type Agreements With the Agency for International Development (AID)

REFERENCE DCAA Audit Report No. 6171-9E-160216 dated March 28, 1979

INSTITUTION Cooperative For American Relief Everywhere, Inc.

" 660 First Avenue

OTHER New York City, New York 10016

PART I - NEGOTIATED INDIRECT COST RATES (%):

Type	<u>Effective Period</u> <u>From</u>	<u>Thru</u>	<u>General & Administrative</u>
Final	7-1-77	6-30-78	7.92
Provisional	7-1-78	Until Amended	7.92

Acceptance of the rate(s) agreed to herein is predicated upon the conditions: (1) that no costs other than those incurred by the grantee/contractor were included in its indirect cost rate proposal and that such costs are legal obligations of the grantee/contractor, (2) that the same costs that have been treated as indirect costs have not been claimed as direct costs, (3) that similar types of costs have been accorded consistent treatment, and (4) that the information provided by the grantee/contractor which was used as the basis for acceptance of the rate(s) agreed to herein is not subsequently found to be materially incomplete or inaccurate

Base of Application

Total direct cost.

SEE PART III FOR APPLICATION OF THESE RATES TO AID AGREEMENTS.

PART II - ITEMS NORMALLY TREATED AS DIRECT COSTS:

PART III - SPECIAL TERMS AND CONDITIONS:

Pursuant to § 7.3.705 of the Agency For International Development Procurement Regulations (AIDPR), the negotiated indirect cost rates set forth in Part I of this Agreement are incorporated into AID Agreements shown below. This Agreement shall not change any monetary ceiling, obligation, or specific cost allowance or disallowance provided for in the Contracts or Grants listed below or any other Agreement between the parties.

<u>Contract/Grant No.</u>	<u>Amendment No.</u>	<u>Project Number</u>
AID/afr-G-1154	5	636-11-199-101
AID/afr-G-1164	4	615-166-3-50046
AID/afr-G-1251	8	677-0008
AID/afr-G-1371	4	677-0020
AID/afr-G-1400	1	636-0111
AID/la-G-73-4	18	521-15-810-061
AID/la-G-1108	5	521-15-520-076
AID/la-G-1251	1	521-0061
AID/ta-G-1233	5	931-11-560-023
AID/ta-G-1470	3	931-0023-73
AID/ne-G-1219	5	664-288-3-60012
AID/ne-G-1223	3	664-289-3-60013
AID/ne-G-1295	6	664-299-3-70001
AID/ne-G-1432	6	664-0297
AID/ne-G-1350	3	664-0298
AID/ne-G-1538	1	664-0313
AID/asia-G-1171	7	388-017-3-70018
AID/asia-G-1198	5	424-64-498-00
AID/asia-G-1232	2	498-13-899-251
AID/otr-G-1568	2	940-11-000-13
AID/otr-G-1579	2	940-11-999-016

ACCEPTED:

BY

Richard Vogler
 PRINTED OR TYPED NAME
 Comptroller

TITLE

April 16, 1979

DATE

Donald Dickie
 Donald Dickie

CONTRACTING OFFICER
 Overhead and Special Costs Branch
 Services Operations Division
 Office of Contract Management
 Agency for International Development

DISTRIBUTION	CM/ROD	CM/COD	OTHER
X	AFR	X AN	X AAG/W
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X	ASIA	CM/SOD	X AFR/DR X LA/DR X LA/MRSD
		PDC	X TA/N X NE/TECH X ASIA/PE
			X OFDA

DD

ORIGINAL

MEMORANDUM

Date: February 22, 1978

TO : Distribution
FROM : ^{ASD.} CM/SOD, Donald B. Dickie
SUBJECT: Contract _____ No. AID/la-C-73-4 between A.I.D.
and Cooperative For American Relief Everywhere, Inc.

This transmits one copy of a Negotiated Indirect Cost Rate Agreement dated February 7, 1978. This Agreement is also Amendment No. 17 to the subject Contract.

The purpose of this Amendment is to establish final and/or provisional indirect cost rates.

If additional copies are required, please contact CM/SOD/OSC.

DISTRIBUTION:

CM/SD/SUP, Mrs. B. Lewis
CM/SD/SUP, Mr. G. Nell
SER/PM, Mr. W. McKeel
AAG/W, Mr. B. Abshire (2 copies)

Contracting Officer, CM/ ROD/LA, Mr. G. Dwoskin

Project Manager, LA/DR, Mr. P. Baucom

USAID/ _____

AGENCY FOR INTERNATIONAL DEVELOPMENT
WASHINGTON, D.C. 20523

NEGOTIATED INDIRECT COST RATE AGREEMENT

Date: February 7, 1978

SUBJECT Indirect Cost Rates for Use in Cost Reimbursement Type Agreements With the Agency for International Development (AID)

REFERENCE DCAA Audit Report No. 6171-03-8-0366 dated January 27, 1978

INSTITUTION Cooperative For American Relief Everywhere, Inc.
660 First Avenue
OTHER New York City, New York 10016

PART I - NEGOTIATED INDIRECT COST RATES (%):

Type	Effective Period		Rate	Designation
	From	Thru		
Final	7-1-76	6-30-77	8.34	General & Administrative
Provisional	7-1-77	Until Amended	8.34	General & Administrative

Acceptance of the rate(s) agreed to herein is predicated upon the conditions: (1) that no costs other than those incurred by the grantee/contractor were included in its indirect cost rate proposal and that such costs are legal obligations of the grantee/contractor, (2) that the same costs that have been treated as indirect costs have not been claimed as direct costs, (3) that similar types of costs have been accorded consistent treatment, and (4) that the information provided by the grantee/contractor which was used as the basis for acceptance of the rate(s) agreed to herein is not subsequently found to be materially incomplete or inaccurate.

Base of Application

Total direct cost.

5x

PART II - ITEMS NORMALLY TREATED AS DIRECT COSTS:

PART III - SPECIAL TERMS AND CONDITIONS:

Pursuant to § 7-3.705 of the Agency For International Development Procurement Regulations (AIDPR), the negotiated indirect cost rates set forth in Part I of this Agreement are incorporated into AID Agreements shown below. This Agreement shall not change any monetary ceiling, obligation, or specific cost allowance or disallowance provided for in the Contracts or Grants listed below or any other Agreement between the parties.

<u>Contract/Grant No.</u>	<u>Amendment No.</u>	<u>Project Number</u>
AID/afr-G-1154	4	636-11-199-101
AID/afr-G-1164	3	615-166-3-50046
AID/afr-G-1251	5	677-0008
AID/afr-G-1371	2	677-0020
✓ AID/la-C-73-4	17	521-15-810-061
AID/la-G-1107	4	521-15-560-077
AID/la-G-1108	4	521-15-520-076
AID/ta-G-1233	3	931-11-560-023
AID/ta-G-1470	2	931-0023-73
AID/ne-G-1219	4	664-288-3-60012
AID/ne-G-1223	2	664-289-3-60013
AID/ne-G-1295	4	664-299-3-70001
AID/ne-G-1350	2	664-0298
AID/ne-G-1432	2	664-0297
AID/asia-G-1159	3	425-50-388-00
AID/asia-G-1198	4	424-64-498-00
AID/asia-G-1171	4	388-017-3-70018
AID/asia-G-1232	1	498-13-899-251
AID/otr-G-1568	1	940-11-000-13
AID/otr-G-1579	1	940-11-999-016

ACCEPTED:

BY

Richard Vogler

PRINTED OR TYPED NAME

Comptroller

TITLE

February 15, 1978

DATE

Donald B. Dickie

Donald B. Dickie

CONTRACTING OFFICER

Overhead and Special Costs Branch

Special Operations Division

Office of Contract Management

Agency for International Development

DISTRIBUTION:

<input checked="" type="checkbox"/>	CM/ROD	<input checked="" type="checkbox"/>	CM/COD
<input checked="" type="checkbox"/>	AFR	<input checked="" type="checkbox"/>	TAB
<input checked="" type="checkbox"/>	NE	<input checked="" type="checkbox"/>	PHA
<input checked="" type="checkbox"/>	LA		OTR
<input checked="" type="checkbox"/>	ASIA		ITA
			CM/SOD
		<input checked="" type="checkbox"/>	PDC

OTHER

<input checked="" type="checkbox"/>	AG/AUD		
<input checked="" type="checkbox"/>	CM/SD/SUP		<input type="checkbox"/> DBD
<input checked="" type="checkbox"/>	SER/FM/PAD		
<input checked="" type="checkbox"/>	LA/DR	<input checked="" type="checkbox"/> AFR/DR	<input checked="" type="checkbox"/> LA/MRSD
<input checked="" type="checkbox"/>	TA/N	<input checked="" type="checkbox"/> NE/TECH	<input checked="" type="checkbox"/> OFDA
			<input checked="" type="checkbox"/> ASIA/PD
			<input checked="" type="checkbox"/> AFR/DR

GENERAL SERVICES ADMINISTRATION
 REG. PROC. 87-3 (41 CFR) 1-36.101

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

7 of 3

1. AMENDMENT/MODIFICATION NO. 16

2. EFFECTIVE DATE JUL 01 1977

3. SOLICITATION/FUNCTIONAL SOLICIT NO. 521-061-3-70002

4. PROJECT NO. (if applicable) 521-015-310-061

5. ISSUED BY CODE

Agency for International Development
 Office of Contract Management
 Regional Operations Division - LA
 Washington, D.C. 20523

6. ADMINISTERED BY (if other than block 5) CODE

ORIGINAL

John W. Bawern
Reg. - F. Waller

7. CONTRACTOR NAME AND ADDRESS CODE FACILITY CODE

CARE, Inc.
 660 First Ave.
 New York, New York 10016

8. AMENDMENT OF SOLICITATION NO. LA/DR

9. MODIFICATION OF CONTRACT/ORDER NO. AID/CM/LA-C-73-4

10. DATED 1/30/73 (See block 11)

9. THIS BLOCK APPLIES ONLY TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in block 12. The base and date specified for receipt of offers is extended, is not extended.

Officers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation, or as amended, by one of the following methods:

(a) By signing and returning _____ copies of this amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or teletype which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE ISSUING OFFICE PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If, by virtue of this amendment you desire to change an offer already submitted, such change may be made by teletype or letter, provided such teletype or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

10. ACCOUNTING AND APPROPRIATION DATA (if required)

PIO/T: 521-061-3-70002, A-2

Allotment: 402-50-521-00-69-71

Appropriation: 72-11X1023

no unit

11. THIS BLOCK APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS

(a) This Change Order is issued pursuant to _____

The Changes set forth in block 12 are made to the above numbered contract/order.

(b) The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation data, etc.) set forth in block 12.

(c) This Supplemental Agreement is entered into pursuant to authority of Section 633 of the Foreign Assistance Act of 1961, as amended and Executive Order 11223.

It modifies the above numbered contract or set forth in block 12.

12. DESCRIPTION OF AMENDMENT/MODIFICATION

A. Pursuant to the agreement of the parties hereto, the above-numbered contract is hereby modified as follows:

1. In Article II, LEVEL OF EFFORT, the following is added:

"The level of effort for the period July 1, 1977 through January 31, 1978 shall be approximately 14 man months, distributed as follows:

Administrative Advisor	7 Man Months
Assistant Administrative Advisor	7 Man Months"

BEST AVAILABLE COPY

Except as provided herein, all terms and conditions of the document referenced in block 8, as heretofore changed, remain unchanged and in full force and effect.

13. CONTRACTOR/OFFICER IS NOT REQUIRED TO SIGN THIS DOCUMENT CONTRACTOR/OFFICER IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ COPIES TO ISSUING OFFICE

14. NAME OF CONTRACTOR/OFFICER BY *F. Merton Cregger* (Signature of person authorized to sign)

17. UNITED STATES OF AMERICA BY *John W. Bawern* (Signature of Contracting Officer)

15. NAME AND TITLE OF SIGNER (Type or print) F. Merton Cregger
 Assistant Executive Director

16. DATE SIGNED Feb. 21, 1978

18. NAME OF CONTRACTING OFFICER (Type or print)

19. DATE SIGNED MAR 03 1978

2. In Article III, PERIOD OF CONTRACT, change "6/30/77" to "1/31/78."

3. Delete Article V, BUDGET, and substitute the following:

ARTICLE V. BUDGET

The following budget sets limitations for reimbursement of dollar costs for individual line items. Without the prior written approval of the Contracting Officer, the Contractor may not exceed the grand total set forth in the budget hereunder or exceed the dollar costs for any individual line item by more than 15% of such line item.

<u>Line Item</u>	<u>Actual</u>	<u>Estimated</u>	<u>Total</u>
	11/1/72 - 6/30/77	7/1/77 - 1/31/78	11/1/72 - 1/31/78
Salaries and Benefits	\$150,022	\$18,172	\$168,194
Allowances	69,761	7,029	76,790
Travel and Transportation	26,547	14,770	41,317
Other Direct Costs	23,537	1,436	24,973
Materials and Equipment	533,247	-0-	533,247
Total Direct Costs	803,114	41,407	844,521
G & A Expense	47,183	3,158	50,341
Total Estimated Cost	850,297	44,565	894,862

-3-

Contract AID/CM/LA-C-75-4
Amendment 16
Haiti

B. This action definitizes the constructive change order issued on June 29, 1977.

C. As a result of this action, there is no change in the total estimated cost of the contract.

ORIGINAL

GENERAL FORM 30, JULY 1965 GENERAL SERVICES ADMINISTRATION GSA FPMR (41 CFR) 101-11.6		AMENDMENT NO. OF SOLICITATION / MODIFICATION OF CONTRACT 1 2	
6. AMENDMENT/MODIFICATION NO. 15		14. PROJECT NO. (If applicable) 521-015-810-061	
3. ISSUED BY Office of Contract Management Regional Operations Division-LA Agency for International Development Washington, D.C. 20523		5. ADMINISTERED BY (If other than block 3) <i>Programs - B Bacon</i> <i>Reg - L Wallin</i>	
7. CONTRACTOR NAME AND ADDRESS (Street, city, county, state, and ZIP Code) CARE, Inc. 650 First Ave. New York, New York 10016		8. AMENDMENT OF SOLICITATION NO. _____ DATED _____ (See block 9) 9. MODIFICATION OF CONTRACT/ORDER NO. A1D/CM/1a-C-73-4 DATED 1/30/73 (See block 11)	
10. THIS BLOCK APPLIES ONLY TO AMENDMENTS OF SOLICITATIONS <input type="checkbox"/> The above numbered solicitation is amended as set forth in block 12. The following information is required for receipt of offers: <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offerors must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation, or as amended, by one of the following methods: (a) By signing and returning copies of this amendment; (b) By articulating receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which must contain a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE ISSUING OFFICE PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If, by virtue of this amendment, you desire to change an offer already submitted, such change may be made by telegram or letter, provided such revision or other changes refer to the solicitation and this amendment, and is received prior to the opening hour and date specified.			
13. ACCOUNTING AND APPROPRIATION DATA (If required) PIU/T: 521-091-3-70302 Appropriation: 72-11X1023 Allotment: 402-50-521-00-69-71 Amount: 571,923			
11. THIS BLOCK APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS (a) <input type="checkbox"/> This Change Order is issued pursuant to _____ The Changes set forth in block 12 are made to the above numbered contract/order. (b) <input type="checkbox"/> The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation data, etc.) set forth in block 12. (c) <input checked="" type="checkbox"/> This Supplemental Agreement is entered into pursuant to authority of <u>the Foreign Assistance Act of 1961, as amended, and Executive Order 11223.</u>			
12. DESCRIPTION OF AMENDMENT/MODIFICATION A. Pursuant to the agreement of the parties hereto the above numbered contract is hereby modified as follows: 1. In Article II, <u>LEVEL OF EFFORT</u> , the following is added: "The level of effort for the period May 1, 1977 through June 30, 1977 shall be approximately four man-months, distributed as follows: Administrative Advisor 2 Man months Assistant Administrative Advisor 2 Man months 2. In Article III, <u>PERIOD OF CONTRACT</u> , change "4/30/77" to "6/30/77". 3. Delete Article IV, <u>ESTIMATED COST</u> and substitute the following: ARTICLE IV. <u>ESTIMATED COST</u>			
Except as provided herein, all terms and conditions of the document referenced in block 8, as heretofore changed, remain unchanged and in full force and effect.			
13. <input type="checkbox"/> CONTRACTOR/ORDERER IS NOT REQUIRED TO SIGN THIS DOCUMENT <input checked="" type="checkbox"/> CONTRACTOR/OFFEROR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE			
14. NAME OF CONTRACTOR/OFFEROR F. Merton Cregger (Signature of person authorized to sign)		17. UNITED STATES OF AMERICA BY GARY E. DWOSKIN (Signature of Contracting Officer)	
15. NAME AND TITLE OF SIGNER (Type or print) F. Merton Cregger Assistant Executive Director		18. NAME OF CONTRACTING OFFICE (Type or print) GARY E. DWOSKIN	
TO DATE SIGNED 5/19/77		19. DATE SIGNED JUN - 2 1977	

Amendment No. 10
 Contract No. AID/C1/72-C-75-4

The total estimated cost of this contract, and the amount funded is \$894,852.

4. Delete Article V, BUDGET as set forth in Modification 12 and substitute the following:

<u>Line Item</u>	<u>Estimated Expenditures</u>	<u>Budget</u>	<u>Total Budget</u>
	FR: 11/1/72	FR: 5/1/77	FR: 11/1/72
	TO: 4/30/77	TO: 6/30/77	TO: 6/30/77
1. Salaries and Wages	\$141,383	\$ 4,288	\$145,671
2. Travel and Transportation	27,737	-	27,737
3. Travel Contingency for non-renewal	-	15,530	15,530
4. Allowances	65,531	2,311	67,842
5. Other Direct Costs	20,200	1,730	21,930
6. Equipment and Materials	503,223	58,500	561,723
Sub Total	758,074	82,359	840,433
7. Overhead	49,330	5,099	54,429
Estimated Total	\$807,404	\$87,458	\$894,862

5. In Article XIII, ALTERATIONS IN CONTRACT

Delete the clause entitled "Limitation of Funds", Attachment A and substitute General Provision Number 8 "Limitation of Cost."

B. As a result of this action, the total estimated cost of the contract is increased from \$822,934 by \$71,928 to a total estimated cost of \$894,862.

BEST AVAILABLE COPY

Mrs. Booker
April 25, 1977

TO: Distribution
FROM: CM/SOD, Donald B. Dickie
SUBJECT: Grant No. AID/la-C-73-4 between A.I.D.
and the Cooperative For American Relief Everywhere, Inc.

This transmits one copy of a Negotiated Indirect Cost Rate Agreement dated April 14, 1977. This Agreement is also Amendment No. 14 to the subject Grant.

The purpose of this Amendment is to establish final and/or provisional indirect cost rates.

If additional copies are required, please contact CM/SOD/OSC.

DISTRIBUTION

CM/SO/SUP, Mrs. G. Booker
CM/SO/SUP, Mrs. E. Reis
CM/SO/SUP, Mr. G. Nell
SER/EM, Mr. W. McKeel
AG/AMD, Mr. B. Abshire (2 copies)

Contracting Officer, CM/POB/LA, Mr. G. Dvoskin

Project Manager, LA/CAR, Mr. W. Rhodes

USAID/

12

AGENCY FOR INTERNATIONAL DEVELOPMENT
WASHINGTON, D.C. 20523

NEGOTIATED INDIRECT COST RATE AGREEMENT

Date: April 14, 1977

SUBJECT Indirect Cost Rates for Use in Cost Reimbursement Type Agreements With the Agency for International Development (AID)

REFERENCE DCAA Audit Report No. 671-03-7-0572 dated March 29, 1977

INSTITUTION Cooperative For American Relief Everywhere, Inc.
" 660 First Avenue
OTHER New York City, New York 10016

PART I - NEGOTIATED INDIRECT COST RATES (%):

Type	Effective Period		Rate	Designation
	From	Thru		
Final	7-1-75	6-30-76	7.63	General & Administrative
Provisional	7-1-76	Until Amended	7.63	General & Administrative

BEST AVAILABLE COPY

Acceptance of the rate(s) agreed to herein is predicated upon the conditions: (1) that no costs other than those incurred by the grantee/contractor were included in its indirect cost rate proposal and that such costs are legal obligations of the grantee/contractor, (2) that the same costs that have been treated as indirect costs have not been claimed as direct costs, (3) that similar types of costs have been accorded consistent treatment, and (4) that the information provided by the grantee/contractor which was used as the basis for acceptance of the rate(s) agreed to herein is not subsequently found to be materially incomplete or inaccurate.

Base of Application

Total direct cost.

SEE PART III FOR APPLICATION OF THESE RATES TO AID AGREEMENTS.

PART II - ITEMS NORMALLY TREATED AS DIRECT COSTS:

PART III - SPECIAL TERMS AND CONDITIONS:

Pursuant to § 7-3.705 of the Agency For International Development Procurement Regulations (AIDPR), the negotiated indirect cost rates set forth in Part I of this Agreement are incorporated into AID Agreements shown below. This Agreement shall not change any monetary ceiling, obligation, or specific cost allowance or disallowance provided for in the Contracts or Grants listed below or any other Agreement between the parties.

<u>Contract/Grant No.</u>	<u>Amendment No.</u>	<u>Project Number</u>
AID/afz-G-1154	2	636-11-199-101
AID/afz-G-1164	1	615-166-3-50046
AID/afz-G-1251	3	677-0003
✓AID/la-C-73-4	14	521-15-810-061
AID/la-G-1107	3	521-15-560-077
AID/la-G-1108	3	521-15-520-076
AID/ta-G-1233	2	931-11-560-023
AID/ne-G-1219	2	664-288-3-60012
AID/ne-G-1223	1	664-289-3-60013
AID/ne-G-1295	2	664-299-3-70001
AID/sa-G-1052	6	442-007-3-6858203
AID/asia-G-1159	1	425-50-388-00
AID/asia-G-1192	2	424-64-493-00

ACCEPTED

BY

PRINTED OR TYPED NAME

TITLE

DATE

Donald B. Dickie
Donald B. Dickie

CONTRACTING OFFICER
Overhead and Special Costs Branch
Special Operations Division
Office of Contract Management
Agency for International Development

DISTRIBUTION

	<u>CM/ROD</u>	<u>CM/COD</u>
X	AFR	TAB
X	NE	PHA
X	LA	OTR
X	ASIA	X ITA

OTHER

X	AG/AUD	
X	CM/SD/SUP	DBD
X	SER/FM/CSD, SER/FM/RSD	AFR/CWA
X	LA/CAR	LA/MRSD AFR/ESA
X	TR/N	NE/TECH AFR/STWA
X	ASIA/PD	ASIA/TR ASIA/TD

BEST AVAILABLE DOCUMENT

1. AMENDMENT / MODIFICATION NO. 13	2. EFFECTIVE DATE 3/30/77	3. ACQUISITION/PURCHASE REQUEST NO. 15 APR 77	4. PROJECT NO. (If applicable) 521-15-810-061
5. ISSUED BY (CODE) Regional Operations Division - LA Office of Contract Management Agency for International Development Washington, D. C. 20523		6. CONTRACT NUMBER (If other than block 5) ORIGINAL <i>Proj W Rhodes, LA/CA Proj - L Wallace</i>	
7. CONTRACTOR NAME AND ADDRESS CARE, Inc. 660 First Ave. New York, New York 10016		8. AMENDMENT OF SOLICITATION NO. _____ DATED _____ (See block 9) MODIFICATION OF CONTRACT/ORDER NO. AID/1a-C-73-4 DATED 2/30/73 (See block 11)	

9. THIS BLOCK APPLIES ONLY TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in block 12. The hour and date specified for receipt of Offers is extended, is not extended. Offeror must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation, or as amended, by one of the following methods:

(a) By signing and returning _____ copies of this amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE ISSUING OFFICE PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If, by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided such telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

10. ACCOUNTING AND APPROPRIATION DATA (If required)

N/A

11. THIS BLOCK APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS

(a) This Change Order is issued pursuant to _____
The changes set forth in block 12 are made to the above numbered contract/order.

(b) The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation data, etc.) set forth in block 12.

(c) This Supplemental Agreement is entered into pursuant to authority of the Foreign Assistance Act of 1961, as amended and Executive Order 11223.
It modifies the above numbered contract as set forth in block 12.

12. DESCRIPTION OF AMENDMENT/MODIFICATION

A. Pursuant to the agreement of the parties hereto, the period of contract, Article III is hereby revised from "3/31/77" to "4/30/77."

B. As a result of this action, there is no change in the estimated cost of the contract.

Except as provided herein, all terms and conditions of the document referenced in block 8, as heretofore changed, remain unchanged and in full force and effect.

13. CONTRACTOR/OFFEROR IS NOT REQUIRED TO SIGN THIS DOCUMENT CONTRACTOR/OFFEROR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 7 COPIES TO ISSUING OFFICE

14. NAME OF CONTRACTOR/OFFEROR <i>F. Merton Cregger</i> (Signature of person authorized to sign)	17. UNITED STATES OF AMERICA BY <i>Joseph F. Trout</i> (Signature of Contracting Officer)
15. NAME AND TITLE OF SIGNER (Type or print) F. Merton Cregger Assistant Executive Director	16. DATE SIGNED 4/11/77
18. NAME OF CONTRACTING OFFICER (Type or print) JOSEPH F. TROUT IAH	19. DATE SIGNED 4-13-77

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. AMENDMENT/MODIFICATION NO. 12	2. EFFECTIVE DATE	3. REQUISITION/PURCHASE REQUEST NO. 521-061-3-70002	4. PROJECT NO. (If applicable) 521-15-810-061
5. ISSUED BY Regional Operations Division - LA Office of Contract Management Agency for International Development Washington, D.C. 20523		6. ADMINISTERED BY (If other than Issuing Office) 2 FEB 1977 LA/CAE Reg - W Rhodes Reg - L Wallen	
7. CONTRACTOR NAME AND ADDRESS CARE, Inc. 660 First Avenue New York, New York 10016		8. AMENDMENT OF SOLICITATION NO. DATED _____ (See block 9) MODIFICATION OF CONTRACT/ORDER NO. AID/1a-C-73-4 DATED 1/30/73 (See block 11)	

9. THIS BLOCK APPLIES ONLY TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in block 12. The hour and date specified for receipt of offers is extended is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation, or as amended, by one of the following methods:

(a) By signing and returning _____ copies of this amendment; (b) By acknowledgment of this amendment as each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE ISSUING OFFICE PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. (d) In the event of this amendment you desire to change an offer already submitted, such change may be made by teletype or letter, provided such telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

10. ACCOUNTING AND APPROPRIATION DATA (If required)

Appropriation: 72-11X1023 Allotment: 402-50-521-00-69-71

11. THIS BLOCK APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS

(a) This Change Order is issued pursuant to _____
The changes set forth in block 12 are made to the above numbered contract/order.

(b) The above numbered contract/order is modified to reflect administrative changes (such as changes in paying office, appropriation data, etc.) set forth in block 12.

(c) This Supplemental Agreement is entered into pursuant to authority of the Foreign Assistance Act of 1961, as amended, and Executive Order 11223.
to modify the above numbered contract as set forth in block 12.

12. DESCRIPTION OF AMENDMENT/MODIFICATION

1. In Article II, LEVEL OF EFFORT add the following:

"The level of effort for the period 12/31/76 through 3/31/77 shall be approximately six man-months distributed as follows:

Administrative Advisor	3 man-months
Assistant Administrative Advisor	3 man-months

2. In Article III, PERIOD OF CONTRACT, change "12/31/76" to "3/31/77".

3. In Article IV, ESTIMATED COST, a) delete the figure "780,671" and substitute the figure "822,934". b) Add the following sentence:

The total estimated cost of this contract is \$822,934 and, subject to the availability of funds, AID intends to provide additional funds to bring the obligated total to that figure. However, the amount presently obligated is \$818,671 and AID shall not be liable for reimbursing the contractor for any costs in excess of the obligated amount.

Except as provided herein, all terms and conditions of the document referenced in block 8, as heretofore changed, remain unchanged and in full force and effect.

13. CONTRACTOR/OFFEROR IS NOT REQUIRED TO SIGN THIS DOCUMENT. CONTRACTOR/OFFEROR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 7 COPIES TO ISSUING OFFICE.

14. NAME OF CONTRACTOR/OFFEROR F. Nelson Creegan (Signature of person authorized to sign)	17. UNITED STATES OF AMERICA Gary E. Dvoskin (Signature of Contracting Officer)
15. NAME AND TITLE OF SIGNER (Type or print) Assistant Executive Director	16. DATE SIGNED 1/18/77
18. NAME OF CONTRACTING OFFICER (Type or print) Gary E. Dvoskin	19. DATE SIGNED JAN 27 1977

- 4. In Article V, BUDGET, delete the budget as set forth in modification 11, and substitute the following:

<u>Line Items</u>	<u>Estimated Expenditures 11/1/72 - 12/31/76</u>	<u>Budget 1/1/77 - 3/31/77</u>	<u>Total Budget 11/1/72 - 3/31/77</u>
1. Salaries and Fringe Benefits	\$134,950	\$6,433	\$141,383
2. Travel and Transportation	27,737	-	27,737
3. Travel Contingency for Non-Renewal	-	15,530	15,530
4. Allowances	62,064	3,467	65,531
5. Other Direct Costs	18,470	1,730	20,200
6. Equipment and Materials	<u>478,223</u>	<u>25,000</u>	<u>503,223</u>
Subtotal	\$739,914	\$52,160	\$792,074
7. G&A	<u>27,991</u>	<u>2,869</u>	<u>30,860</u>
Total	\$767,905	\$55,029	\$822,934

- 5. In Article XIII, ALTERATIONS IN CONTRACT

Delete General Provision 8 entitled "Limitation of Cost", and substitute the clause entitled "Limitation of Funds", Attachment A.

- 6. Except as amended herein, the contract, as previously amended, remains in full force and effect.

ATTACHMENT A

DEDICATION OF FUNDS

(a) It is estimated that the cost to the Government for the performance of this Contract will not exceed the estimated cost set forth in the Schedule, and the Contractor agrees to use his best efforts to perform the work specified in the Schedule and all obligations under this Contract within such estimated cost.

(b) The amount presently available for payment and obligated to this Contract is specified in the Schedule. It is contemplated that from time to time additional funds will be obligated to this contract up to the full estimated cost set forth in the Schedule. The Contractor agrees to perform or have performed work on this Contract up to the point at which the total amount paid and payable by the Government pursuant to the terms of this Contract approximates but does not exceed the total amount actually obligated to the contract.

(c) If at any time the Contractor has reason to believe that the costs which he expects to incur in the performance of this Contract in the next succeeding sixty (60) days, when added to all costs previously incurred, including the necessary costs of closing the contract operations, will exceed seventy-five (75%) per cent of the total amount then obligated to the Contract, the Contractor shall notify the Contracting Officer in writing to that effect.

(d) Except as required by other provisions of this Contract specifically citing and stated to be an exception from this clause, the Government shall not be obligated to reimburse the Contractor for

costs incurred in excess of the total amount from time to time obligated to the Contract, and the Contractor shall not be obligated to continue performance under the Contract (including actions under the "Termination for Convenience of the Government" General Provision clause) or otherwise to incur costs in excess of the amount obligated to the Contract, unless and until the Contracting Officer has notified the Contractor in writing that such obligated amount has been increased and has specified in such notice an increased amount constituting the total amount then obligated to the Contract. To the extent the amount obligated exceeds the estimated cost set forth in the Schedule, such estimated cost shall be correspondingly increased. No notice, communication or representation in any other form or from any person other than the Contracting Officer shall effect the amount obligated to this Contract. In the absence of the specified notice, the Government shall not be obligated to reimburse the Contractor for any costs in excess of the total amount then obligated to the Contract, whether those excess costs were incurred during the course of the Contract or as a result of termination. When and to the extent that the amount obligated to the Contract has been increased, any costs incurred by the Contractor in excess of the amount previously obligated shall be allowable to the same extent as if such costs had been incurred after such increase in the amount obligated; unless the Contracting Officer issues a termination or other notice and directs that the increase is solely for the purpose of covering termination or other specified expenses.

(e) Change orders issued pursuant to the "Changes" General Provision clause, if any, of this Contract shall not be considered an authorization

to the Contractor to exceed the amount obligated in the Schedule in the absence of a statement in the change order, or other Contract modification, increasing the amount obligated.

(f) Nothing in this clause shall effect the right of the Government to terminate this Contract. In the event this Contract is terminated, the Government and the Contractor shall negotiate an equitable distribution of all property produced or purchased under the Contract based upon the share of costs incurred by each.

FEDERAL ACQUISITION REG. PROC. REG. 41 CFR 1-16.101 AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1 2					
2. AMENDMENT/MODIFICATION NO. 11	2. EFFECTIVE DATE 10/1/76	3. REQUISITION/PURCHASE REQUEST NO. PIC/T 521-001-3-T0002	4. PROJECT NO. (If applicable) 521-15-310-061				
5. ISSUED BY CODE Regional Operations Division - LA Office of Contract Management Agency for International Development Washington, D.C. 20523		6. ADMINISTERED BY (If other than block 5) CODE <div style="text-align: center; font-size: 2em; font-weight: bold;">ORIGINAL</div> <div style="text-align: right;"> 12 OCT 1976 <i>George W Rhodes</i> <i>H Sutton</i> </div>					
7. CONTRACTOR NAME AND ADDRESS CODE FACILITY CODE CARE, Inc. 660 First Avenue New York, New York 10016 Attn: Mr. F. M. Cregger		8. AMENDMENT OF SOLICITATION NO. <input type="checkbox"/> AMENDMENT OF SOLICITATION NO. _____ DATED _____ (See block 9) <input checked="" type="checkbox"/> MODIFICATION OF CONTRACT/ORDER NO. <u>ATD/1a-C-73-4</u> DATED <u>1/30/73</u> (See block 11)					
9. THIS BLOCK APPLIES ONLY TO AMENDMENTS OF SOLICITATIONS <input type="checkbox"/> The above numbered solicitation is amended as set forth in block 12. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation, or as amended, by one of the following methods: (a) By signing and returning _____ copies of this amendment, (b) By acknowledging receipt of this amendment on each copy of the offer submitted, or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE ISSUING OFFICE PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If, by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided such telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
10. ACCOUNTING AND APPROPRIATION DATA (If required) Appropriation <u>72-11X1023</u> Allotment <u>402-50-521-00-69-51</u>							
11. THIS BLOCK APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS (a) <input type="checkbox"/> This Change Order is issued pursuant to _____ The Changes set forth in block 12 are made to the above numbered contract/order. (b) <input type="checkbox"/> The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation data, etc.) set forth in block 12. (c) <input checked="" type="checkbox"/> This Supplemental Agreement is entered into pursuant to authority of <u>the Foreign Assistance Act of 1961, as amended,</u> and the Executive Order 11223. It modifies the above numbered contract as set forth in block 12.							
12. DESCRIPTION OF AMENDMENT/MODIFICATION 1. In Article II. <u>LEVEL OF EFFORT</u> add the following: <p style="margin-left: 40px;">*The level of effort for the period 10/1/76 through 12/31/76 shall be approximately six man-months distributed as follows:</p> <table style="margin-left: 80px; border: none;"> <tr> <td style="padding-right: 20px;">Administrative Advisor</td> <td>3 man-months</td> </tr> <tr> <td>Assistant Administrative Advisor</td> <td>3 man-months</td> </tr> </table> 2. Article III. <u>PERIOD OF CONTRACT</u> change "9/30/76" to "12/31/76". 3. In Article IV. <u>ESTIMATED COST</u> , delete the figure "\$758,105" and substitute the figure "\$780,671". 4. In Article V. "B. Approved Budget No. 6 and the budget therein and substitute the following:				Administrative Advisor	3 man-months	Assistant Administrative Advisor	3 man-months
Administrative Advisor	3 man-months						
Assistant Administrative Advisor	3 man-months						
Except as provided herein, all terms and conditions of the document referenced in block 8, as heretofore changed, remain unchanged and in full force and effect							
13. <input type="checkbox"/> CONTRACTOR/OFFEROR IS NOT REQUIRED TO SIGN THIS DOCUMENT <input checked="" type="checkbox"/> CONTRACTOR/OFFEROR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>6</u> COPIES TO ISSUING OFFICE							
14. NAME OF CONTRACTOR/OFFEROR <i>Louis Samia</i> (Signature of person authorized to sign)		17. UNITED STATES OF AMERICA <i>S. F. Loebner</i> (Signature of Contracting Officer)					
15. NAME AND TITLE OF SIGNER (Type or print) Louis Samia, Deputy Executive Director		18. NAME OF CONTRACTING OFFICER (Type or print) S. F. Loebner					
16. DATE SIGNED 10/6/76		19. DATE SIGNED 2					

Contract AID/1a-C-73-4
Amendment II
Haiti

<u>Line Items</u>	<u>Actual and Estimated Expenditures 11/1/72 to 9/30/76</u>	<u>Budget 10/1/76 to 12/31/76</u>	<u>Total Budget 11/1/72 to 12/31/76</u>
1. Salaries and Fringe Benefits	\$128,517	\$6,433	\$134,950
2. Travel and Transportation	24,307	3,430	27,737
3. Travel Contingency for Non-Renewal	-	12,100	12,100
4. Allowances	58,597	3,467	62,064
5. Other Direct Costs	16,740	1,730	18,470
6. Equipment and Materials	<u>476,947</u>	<u>1,276</u>	<u>478,223</u>
7. Subtotal	\$705,108	\$28,436	\$735,544
8. G&A	<u>45,563</u>	<u>1,564</u>	<u>47,127</u>
9. Grand Total	\$750,671	\$30,000	\$780,671

5. Except as hereinabove expressly amended, the contract as previously amended, the contract as previously amended, remains in full force and effect.

AMENDMENT/MODIFICATION NO. **10** 2 EFFECTIVE DATE _____ 3 REQUISITION PURCHASE REQUEST NO. **See Block 10** 4 PROJECT NO. (If applicable) **See Block 10**

ISSUED BY _____ CODE _____ 5 ADMINISTERED BY (If other than block 3): _____ CODE _____

Regional Operations Division - IA : **ORIGINAL**
 Office of Contract Management
 Agency for International Development
 Washington, D.C. 20523 AID/W

CONTRACTOR NAME AND ADDRESS CODE _____ FACILITY CODE _____

Care, Inc.
 660 First Avenue
 New York, New York 10016

Attention: Mr. Cregger

8. AMENDMENT OF SOLICITATION NO. _____

DATED _____ (See block 9)

MODIFICATION OF CONTRACT/ORDER NO. **AID/Ja-C-73-4**

DATED **1/30/73** (See block 11)

THIS BLOCK APPLIES ONLY TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in block 12. The hour and date specified for receipt of Offers is extended, is not extended

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation, or as amended, by one of the following methods:

(a) By signing and returning _____ copies of this amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE ISSUING OFFICE PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If, by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided such telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

ACCOUNTING AND APPROPRIATION DATA (If required)

PIO/T 521-061-3-60014 (\$35,000) Project 521-15-810-061
 Appropriation 72-11x1023 Allotment 402-50-521-069-61

THIS BLOCK APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS

(a) This Change Order is issued pursuant to _____
 The Changes set forth in block 12 are made to the above numbered contract/order.

(b) The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation data, etc.) set forth in block 12.

(c) This Supplemental Agreement is entered into pursuant to authority of _____
 It modifies the above numbered contract as set forth in block 12.

DESCRIPTION OF AMENDMENT/MODIFICATION

1. To Article II Level of Effort add the following statement:
 The level of effort for the period from 7/1/76 through 9/30/76 shall be approximately six man months distributed approximately as follows:

Administrative Advisor	3 man months
Assistant Administrative Advisor	3 man months

2. In Article II Period of Contract change "6/30/76" to "9/30/76."

3. In Article IV Estimated Cost increase the estimated cost by \$35,000 from \$723,105 to \$758,105.

BEST AVAILABLE COPY

As provided herein, all terms and conditions of the document referenced in block 8, as heretofore changed, remain unchanged and in full force and effect

CONTRACTOR/OFFEROR IS NOT REQUIRED TO SIGN THIS DOCUMENT CONTRACTOR/OFFEROR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN **6** COPIES TO ISSUING OFFICE

NAME OF CONTRACTOR/OFFEROR: **F. Merton Cregger** 17 UNITED STATES OF AMERICA

Signature of person authorized to sign: _____ BY: **S. D. Hushman** Signature of Contracting Officer

NAME AND TITLE OF SIGNER (Type or print): **F. Merton Cregger** 18 DATE SIGNED: **6/21/76** 19 NAME OF CONTRACTING OFFICER (Type or print): **S. D. Hushman** 20 DATE SIGNED: **6/26/76**

4. Supersede Section B. Approved Budget No. 5 of Article V by the following:

B. Approved Budget No. 6

Line Items	Actual and Estimated Expenditures 11/1/72 to 12/31/75	Budget 1/1/76 to 6/30/76	Budget 7/1/76 to 9/30/76	Total Budget 11/1/72 to 9/30/76
1. Salaries and Fringe Benefits	\$107,908	\$11,270	\$6,260	\$125,438
2. Travel and Transportation	22,475	-0-	-0-	22,475
3. Travel Contingency for Non Renewal	-0-	-0-	10,030	10,030
4. Allowances	47,984	6,210	3,105	57,299
5. Other Direct Costs	14,562	1,600	1,875	18,037
6. Equipment and Materials	<u>381,699</u>	<u>92,000</u>	<u>1,023</u>	<u>474,722</u>
7. Subtotal	\$574,628	\$111,080	\$22,293	\$708,001
8. G & A	<u>42,769</u>	<u>6,109</u>	<u>1,226</u>	<u>51,104</u>
9. Grand Total	<u>\$617,397</u>	<u>\$117,189</u>	<u>\$23,519</u>	<u>\$758,105</u>

5. All other aspects of this contract remain unchanged.

ORIGINAL

21 MAY 1976

STANDARD FORM 30, JULY 1966
GENERAL SERVICES ADMINISTRATION
FED. PROC. REG. (41 CFR) 1-16.101

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

PAGE 1

1. AMENDMENT/MODIFICATION NO. 9	2. EFFECTIVE DATE	3. REQUISITION/PURCHASE REQUEST NO. See Block 10	4. PROJECT NO. (If applicable) See Block 10
5. ISSUED BY Regional Operations Division - LA Office of Contract Management Agency for International Development Washington, D. C. 20523	CODE	6. ADMINISTERED BY (If other than block 5) Proj Tech - W. Rhodes neg - B. Alter AID/W	CODE
7. CONTRACTOR NAME AND ADDRESS CARE, Inc. 660 First Avenue New York, New York 10016 Attention: Mr. Cregger	CODE	FACILITY CODE U	8. AMENDMENT OF SOLICITATION NO. DATED (See block 9) MODIFICATION OF CONTRACT/ORDER NO. AID/la-C-73-4 DATED 1/30/73 (See block 11)

9. THIS BLOCK APPLIES ONLY TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in block 12. The hour and date specified for receipt of offers is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation, or as amended, by one of the following methods:

(a) By signing and returning _____ copies of this amendment; (b) by acknowledging receipt of this amendment as such copy of the offer submitted, or (c) by separate letter or teletype which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE ISSUING OFFICE PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If, by notice of this amendment you desire to change an offer already submitted, such change may be made by teletype or letter, provided such teletype or letter makes reference to the solicitation and this amendment and is received prior to the opening hour and date specified.

10. ACCOUNTING AND APPROPRIATION DATA (If required)
PI0/T 521-061-3-60014 (A-3) (\$20,000) Project 521-15-810-061
Appropriation 72-11X1023 Allocation 402-50-521-00-69-61

11. THIS BLOCK APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS

(a) This Change Order is issued pursuant to _____
The changes set forth in block 12 are made to the above numbered contract/order.

(b) The above numbered contract/order is modified to reflect administrative changes (such as changes in paying office, appropriation data, etc.) set forth in block 12.

(c) This Supplemental Agreement is entered into pursuant to authority of the Foreign Assistance Act of 1961 as amended and Executive Order 11223.

12. DESCRIPTION OF AMENDMENT/MODIFICATION

1. In Article IV Estimated Cost increase the estimated cost by \$20,000 from \$703,105 to \$723,105.

2. Leave lines 1-5 of the approved budget in Article V unchanged, but modify lines 6-9 as follows:

	Actual and Estimated 11/1/72 - 12/31/75	Budget 1/1/76 - 6/30/76	Total Budget 11/1/72 - 6/30/76
6. Equipment and Materials	\$381,699	\$ 69,270	\$450,969
7. Subtotal	\$574,622	\$ 98,330	\$673,008
8. G & A	42,769	7,328	50,697
9. Grand Total	\$517,397	\$105,708	\$723,105

Except as provided herein, all terms and conditions of the instrument referenced in block 8, as lawfully changed, remain unchanged and in full force and effect.

13. CONTRACTOR/OFFEROR IS NOT REQUIRED TO SIGN THIS DOCUMENT. CONTRACTOR/OFFEROR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ COPIES TO ISSUING OFFICE.

14. NAME OF CONTRACTOR/OFFEROR
F. Merton Cregger

17. UNITED STATES OF AMERICA

18. SIGNATURE OF CONTRACTING OFFICER
S. D. Heishman

19. NAME AND TITLE OF SIGNER (Type or print)
F. Merton Cregger
Assistant Executive Director

20. DATE SIGNED
5/17/76

21. NAME OF CONTRACTING OFFICER (Type or print)
S. D. Heishman

22. DATE SIGNED
5/20/76

25

8 APR 1976
Mrs. Booker

ORIGINAL

MEMORANDUM

April 2, 1976

TO : Distribution

FROM : CM/SCD/CSC, F. J. Moncada 

SUBJECT: Contract NO. AID/CM/1a-73-4 between A.I.D. and
CARE

This transmits one copy of a Negotiated Indirect Cost Rate Agreement
dated March 25, 1976. This Agreement is also Amendment No. 0
to the subject Contract.

The purpose of this Amendment is to establish final and/or provisional
indirect cost rates.

If additional copies are required, please contact CM/SCD/CSC.

DISTRIBUTION:

CM/SD/SUP, Mrs. G. Booker
CM/SD/SUP, Mrs. E. Paris
CM/SD/SUP, Mr. D.F. Sutton
SER/EM, Mr. W. McKeel
AG/AUD, Mr. B. Abshire (2 copies)

Contracting Officer, CM/SCD/IA, Mr. S. D. Weisman

Project Manager, IA/SCD, Mrs. V. Zak

USAID/_____

AGENCY FOR INTERNATIONAL DEVELOPMENT
WASHINGTON, D.C. 20523

NEGOTIATED INDIRECT COST RATE AGREEMENT

Date: March 25, 1976

SUBJECT : Indirect Cost Rates for Use in Cost Reimbursement Type Agreements With the Agency for International Development (A.I.D.)

REFERENCE : Proposal of February 24, 1976

INSTITUTION : Cooperative for American Relief Everywhere, Inc. (CARE)
or
660 First Avenue
OTHER New York, New York 10016

PART I - NEGOTIATED INDIRECT COST RATES:

<u>Type</u>	<u>Effective Period</u>		<u>Rate(%)</u>	<u>Designation</u>
	<u>From</u>	<u>Thru</u>		
Final	7-1-74	6-30-75	6.15	General & Administrative (G&A)
Provisional	7-1-75	Until Amended	5.50	General & Administrative (G&A)

Base of Application:

Total direct costs.

Unless otherwise indicated, the above rates are provisional after the latest date shown for each rate designation, until amended.

* SEE PART III FOR APPLICATION OF THESE RATES TO A.I.D. AGREEMENTS.

(OVER)

27x

PART II - ITEMS NORMALLY TREATED AS DIRECT COSTS:

CM/SD/SUP

CONTRACT/AMEND LOGGED IN _____
 (DATE-INITIALS)

CONTRACT/AMEND C. LOG _____
 (DATE-INITIALS)

CONTRACT/AMEND INPUT COGRS. 7/22/77 CMZ
 (DATE-INITIALS)

PART III - SPECIAL TERMS AND CONDITIONS:

Pursuant to 57-3.705 of the Agency for International Development Procurement Regulations (AIDPR), the negotiated indirect cost rates set forth in Part I of this Agreement are incorporated into A.I.D. agreements as follows:

Agreement	Amendment No.	Project/PIO/T No.
Contract AID/CM/asia-G-73-14 (Bangladesh)	6	None
Contract AID/sa-G-1052 (Cambodia)	5	PIO/T No. 442-007-3-6858201
Contract AID/la-G-1107 (Haiti)	2	Project No. 521-15-560-077
Contract AID/afz-G-1154 (Sierra Leone)	1	PIO/T No. 636-11-199-101
Contract AID/ta-G-1233 (Worldwide)	1	Project No. 931-11-560-023-73
Contract AID/CM/la-73-4 (Haiti)	8	Project No. 521-15-810-061
Contract - Emergency Relief and Rehabilitation (Honduras)	2	Project No. 522-16-823-114

ACCEPTED:

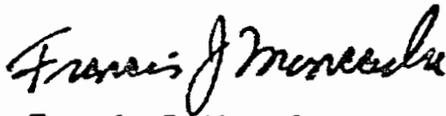
Richard Vogler 

PRINTED OR TYPED NAME

Director, Financial Control Dept.

March 30, 1976

DATE



Francis J. Moncada

CONTRACTING OFFICER

Overhead and Special Costs

Branch

Special Operations Division

Office of Contract Management

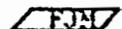
Agency for International Development

CONTRIBUTION:

	<u>CM/ROD</u>		<u>CM/COD</u>
X	AFR	X	TAB
	FE		PHA
X	LA		OTR
X	ASIA		

OTHER

X	AG/AUD	
X	CM/SD/SUP	
X	SER/FM/CSD	X AFR/CWA
X	ASIA/TD	X LA/MRSD
X	TA/N	



AMENDMENT/MODIFICATION NO. 7A		2. EFFECTIVE DATE 4/1/76	3. REQUISITION/PURCHASE REQUEST NO. See Block 10	4. PROJECT NO. (If applicable) See Block 10				
5. ISSUED BY Regional Operations Division - LA Office of Contract Management Agency for International Development Washington, D.C. 20523		6. ADMINISTERED BY (If other than block 5) Cont Tech - W. R. Rhodes AID/W neg - D. Alter						
7. CONTRACTOR NAME AND ADDRESS (Street, city, county, state, and ZIP Code) Care, Inc. 660 First Avenue New York, New York 10016		8. AMENDMENT OF SOLICITATION NO. _____ DATED _____ (See block 9) MODIFICATION OF CONTRACT/ORDER NO. AID/1a-C-73-4 DATED 1/30/73 (See block 11)						
9. THIS BLOCK APPLIES ONLY TO AMENDMENTS OF SOLICITATIONS <input type="checkbox"/> The above numbered solicitation is amended as set forth in block 12. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offerors must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation, or as amended, by one of the following methods: (a) By signing and returning _____ copies of this amendment, (b) By acknowledging receipt of this amendment on each copy of the offer submitted, or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE ISSUING OFFICE PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If, by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided such telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.								
10. ACCOUNTING AND APPROPRIATION DATA (If required) See Block 12								
11. THIS BLOCK APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS (a) <input type="checkbox"/> This Change Order is issued pursuant to _____ The Changes set forth in block 12 are made to the above numbered contract/order. (b) <input type="checkbox"/> The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation data, etc.) set forth in block 12. (c) <input checked="" type="checkbox"/> This Supplemental Agreement is entered into pursuant to authority of <u>the Foreign Assistance Act of 1961 as amended and Executive Order 11223</u> It modifies the above numbered contract as set forth in block 12.								
12. DESCRIPTION OF AMENDMENT/MODIFICATION PIO/T 521-061-3-60014 (and A-1 and A-2) Project 521-15-310-061 Appropriation 72-11X1023 Allotment 402-50-521-00-69-61 (\$85,000)								
1. To Article II - <u>Level of Effort</u> add the following statement: The level of effort for the period 1/1/76 through 6/30/76 shall be approximately L man months distributed approximately as follows: <table style="margin-left: auto; margin-right: auto;"> <tr> <td>Administrative Advisor</td> <td>6 man months</td> </tr> <tr> <td>Assistant Administrative Advisor</td> <td>6 man months</td> </tr> </table>					Administrative Advisor	6 man months	Assistant Administrative Advisor	6 man months
Administrative Advisor	6 man months							
Assistant Administrative Advisor	6 man months							
Except as provided herein, all terms and conditions of the document referenced in block 8, as heretofore changed, remain unchanged and in full force and effect.								
13. <input type="checkbox"/> CONTRACTOR/OFFEROR IS NOT REQUIRED TO SIGN THIS DOCUMENT <input checked="" type="checkbox"/> CONTRACTOR/OFFEROR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>6</u> COPIES TO ISSUING OFFICE								
14. NAME OF CONTRACTOR/OFFEROR BY <u>F. Merton Cregger</u> (Signature of person authorized to sign)		17. UNITED STATES OF AMERICA BY <u>S. D. Weishman</u> (Signature of Contracting Officer)						
15. NAME AND TITLE OF SIGNER (Type or print) Assistant Executive Director F. Merton Cregger		16. DATE SIGNED 4/12/76		18. NAME OF CONTRACTING OFFICER (Type or print) S. D. Weishman				
				19. DATE SIGNED MAR 31 1976 29				

- 2. In Article II - Period of Contract change "12/31/75" to "6/30/76"
- 3. In Article IV - Estimated Cost increase the estimated cost by \$85,000 from \$618,105 to \$703,105.
- 4. Supersede Section B Approved Budget No. 5 of Article V by the following:

B. Approved Budget No. 6

<u>Line Items</u>	<u>Actual Expenditures 11/1/72 to 12/31/75</u>	<u>Budget 1/1/76 to 6/30/76</u>	<u>Total Budget 11/1/72 to 3/31/76</u>
1. Salaries and Fringe Benefits	\$107,908	\$11,270	\$119,178
2. Travel and Transportation	22,475	-0-	22,475
3. Travel Contingency for Non-Renewal	-0-	10,030	10,030
4. Allowances	47,984	6,210	54,194
5. Other Direct Costs	14,562	1,600	16,862
6. Equipment and Materials	<u>381,699</u>	<u>50,313</u>	<u>432,312</u>
7. Subtotal	\$574,628	\$79,423	\$654,051
8. G & A	<u>42,769</u>	<u>6,285</u>	<u>49,054</u>
9. Grand Total	\$617,397	\$85,708	\$703,105

- 5. Effective 4/1/76, supersede the current General Provisions and Additional General Provisions by the attached General Provisions (AID Form 1420-41C - 7/1/75) and Additional General Provisions (AID Form 1420-41D - 7/1/75).
- 6. Add the following to Article XIII Alterations in Contract:

MODIFICATIONS TO THE GENERAL PROVISIONS (effective 4/1/76)

A. General Provision No. 9

Delete in its entirety and in lieu thereof, insert the General Provision No. 9, entitled "Allowable Cost, Fixed-Fee, and Payment", attached hereto as Attachment A.

B. General Provision No. 10

1. Delete the date "Nov. 1973" in the title and in lieu thereof insert the date "September 1975".

2. Delete the paranthetical phrase in paragraph (c) and in lieu thereof insert "(Contracts for Commercial Organizations)."

C. General Provision No. 18

Delete in its entirety and in lieu thereof, insert the General Provision No. 18, entitled "Subcontracts", attached hereto as Attachment B.

D. General Provision No. 29

Delete in its entirety.

E. Add General Provision No. 44, entitled "Clean Air and Water Clause", attached hereto as Attachment C.

F. Add General Provision No. 45, entitled "Cost Accounting Standards", attached hereto as Attachment D.

G. Additional General Provision No. 3

1. Delete the date "June 1975" from the title and in lieu thereof insert the date "September 1975".

2. Delete the phrase "twelve cents (12c) in paragraph (h) and in lieu thereof insert "fifteen cents (15c)".

3. Delete paragraph "(i)" in its entirety and in lieu thereof insert the following:

"(i) Emergency and irregular travel and transportation.

Actual transportation costs and travel allowances while enroute, as provided in this section, will also be reimbursed under the following conditions:

(1) The costs of going from post of duty in the cooperating country to the United States or other location for Contractor employees and dependents and returning to the post of duty, when the Contractor's Chief of Party makes a written determination that such travel is necessary for one of the reasons specified in paragraph (i) (1) (i) and (ii) of this section. A copy of the written determination shall be furnished to the Contracting Officer.

(i) Need for medical care beyond that available within the area to which the employee is assigned, or serious effect on physical or mental health if residence is continued at the assigned post of duty, subject in either case to the limitations stated in the provision of this contract entitled "Physical Fitness of Employee and Dependents". The Mission Director may authorize a medical attendant to accompany the employee

at contract expense if, based on medical opinion, such an attendant is necessary.

(ii) Death or serious illness of a member of the immediate family of the employee or the immediate family of the employee's spouse. "Serious illness or injury" is defined as one in which death is imminent or likely to occur as based on competent medical opinion or one in which the absence of the employee or dependent would result in great personal hardship. "Immediate family" is defined as the mother or father of the employee or spouse, including stepparents or adoptive parents; the spouse of the employee; or children of the employee and/or spouse, including stepchildren or adoptive children, regardless of age.

(A) Ordinarily, only one member of a family may travel at contract expense on such emergency visitation travel. However, there may be exceptional circumstances, such as a critical injury to a dependent child attending school outside the post of assignment, which would require the presence of the employee and/or dependent(s). In such cases, the limitations prescribed in this provision apply to each traveler; for example, if more than one person travels, the deductible described in paragraph (i) (1) (ii) (C) of this section applies to each traveler.

(B) An employee or dependent is limited to one round trip for each serious illness or injury of each immediate family member.

(C) Reimbursement to the Contractor

for the cost of such travel shall be subject to a "deductible" for each round trip. If the employee's basic salary is at or above the minimum scheduled rate for FSR-3 Agency personnel, the deductible is \$175. If the employee's basic salary rate is above the maximum scheduled rate for an FSR-7 and below the minimum scheduled rate of FSR-3, the deductible is \$125. If the employee's basic salary rate is at or below the maximum scheduled rate for FSR-7, the deductible is \$75. The employee will prepare and sign, prior to his or any dependent's departure from post for emergency visitation travel, a statement explaining the emergency for which travel expense is to be authorized, including the name, address, and relationship to the employee or dependent of the ailing or deceased family member. Requests for emergency travel may be granted at contract expense, less deductibles, only on the basis of a certification by a licensed physician that (1) the medical condition of the patient is of such nature that, by customary practice of the medical profession in the locale where the condition is diagnosed and treated, it is considered such as to warrant the placement of the patient on the "critical list", or (2) the person has deceased. Where it is impracticable to provide a physician's statement prior to the travel, tentative approval for the travel may be granted by the Contractor's Chief of Party subject to a later furnishing of such certification.

(D) Time away from post by the employee on emergency visitation travel, including travel time, is charged to vacation leave or leave without pay, as appropriate. No per diem, excess baggage or unaccompanied baggage charges or other expenses, except the cost of transportation in connection with emergency travel, are authorized for reimbursement under the contract.

(2) When, for any reason, the Mission Director, determines it is necessary to evacuate the Contractor's entire team (i.e. employees and dependents or dependents only), the Contractor will be reimbursed for actual travel and transportation expenses and travel allowances while en route, for the cost of the individuals going from post of duty in the cooperating country to the United States or other approved location. The return of such employees and dependents may also be authorized by the Mission Director, when, in his discretion, he determines it is prudent to do so.

(3) The Mission Director may also authorize emergency or irregular travel and transportation in other situations, when in his opinion, the circumstances warrant such action. The authorization shall include the kind of leave to be used and appropriate restrictions as to time away from post, transportation of personal and/or household effects, etc. Requests for such emergency travel shall be submitted through the Contractor's Chief of Party.

(4) If a regular employee does not complete one full year at post of duty (except for reasons beyond his control), the costs

of going to the post of duty are reimburseable hereunder, but the costs of going from post of duty to the United States or other location are not reimbursable under this contract.

H. Additional General Provision No. 6

1. Delete the date "Nov. 1973" from the title and in lieu thereof insert the date "September 1975".

2. Add a new paragraph (d)(3) as follows:

"(3) The Contractor is encouraged to establish its own policy of pre-and post-tour medical examinations. As a contribution, AID shall reimburse the Contractor for physical examinations authorized in paragraphs (d) (1) and (2) of this section as follows:

(i) For the employee and dependents 12 years of age and over: Not to exceed \$85 for the physical examination plus reimbursement of charges for immunizations.

(ii) For dependents under 12 years of age: Not to exceed \$25 for each child plus reimbursement of charges for immunizations."

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ATTACHMENT A
Contract AID/1a-C-73-4
Amendment 7
Haiti

General Provision No. 9

ALLOWABLE COST, FIXED-FEE, AND PAYMENT
(SEPTEMBER 1975)

(a) For the performance of this contract, the Government shall pay to the Contractor:

(1) The cost thereof (hereinafter referred to as "allowable cost") determined by the Contracting Officer to be allowable in accordance with:

(i) Subpart 1-15.2 (Contracts with Commercial Organizations) of the Federal Procurement Regulations as in effect on the date of this contract; and

(ii) The terms of this contract; and

(2) Such fixed fee, if any, as may be provided for in the Schedule.

(b) Dollar payment:

(1) Once each month (or at more frequent intervals, if approved by the paying office indicated on the Cover Page), the Contractor may submit to such office Voucher Form SF-1034 (original) and SF-1034(a) three copies, each voucher identified by the appropriate AID contract number, properly executed, in the amount of the dollar expenditures made during the period covered, which voucher forms shall be supported by:

(i) Original and three copies of a certified fiscal report rendered by the Contractor in a form and manner satisfactory to AID substantially as follows:

Total expenditures

Category	Budget amount	To date	This period (calendar dates)
Salaries and wages:			
Home office	xxx	xxx	xxx
Field office	xxx	xxx	xxx
Indirect costs:			
Home office	xxx	xxx	xxx
Field office	xxx	xxx	xxx
Contractor fees	xxx	xxx	xxx
Allowances	xxx	xxx	xxx
Travel and transportation	xxx	xxx	xxx
Equipment and materials	xxx	xxx	xxx
Participant costs	xxx	xxx	xxx
Other direct costs	xxx	xxx	xxx
Grand total	xxx	xxx	xxx

(ii) The fiscal report shall include a certification signed by an authorized representative of the Contractor as follows:

The undersigned hereby certifies: (A) That payment of the sum claimed under the cited contract is proper and due and that appropriate refund to AID will be made promptly upon request in the event of disallowance of costs not reimbursable under the terms of the contract. (B) That information on the fiscal report is correct and such detailed supporting information as AID may reasonably require will be furnished promptly to AID on request at the Contractor's home office or base office as appropriate, and (C) that all requirements called for by the contract to date of this certification, have been met.

By _____
Title _____
Date _____

(iii) In certain cases, the Contracting Officer may require the Contractor to submit, in lieu of the certified fiscal report required

in subparagraph (b)(1)(i) above, detailed documentation in support of Contractor requests for reimbursement. However, such detailed documentation shall be submitted in support of Contractor requests for reimbursement under all contracts in which the total contract amount is \$50,000 or less, and may be required by the Contracting Officer under contracts in which the total contract amount is in excess of \$50,000. Provided, however, that if the Contractor has a contract in excess of \$50,000 for which a fiscal report is required, then all contracts which he may have shall be supported in the same manner. The detailed documentation shall include the following:

(A) Copy of Contractor's payroll indicating names, pay rates, and pay periods with regard to salaries, fees, and any related allowances paid Contractor's employees and consultants.

(B) Statement of itinerary and originals or copies of carriers' receipts for employees' and dependents' transportation costs. Travel allowances must be stated separately.

(C) Receipted supplier's invoices for cost of commodities, equipment and supplies, insurance, and other items. Invoices must show quantity, description, and price (less applicable discounts and purchasing agent's commission). Individual transactions under \$100.00 may be supported by an itemized listing containing the numbers of the Contractor's checks used to make payment. Delivery of supplies and equipment to appropriate destination must be supported by copy or photostat of bill of lading, airways bill or parcel post receipt. Voucher SF-1034 or SF-1036, as appropriate, must state whether or not items procured by Contractor were procured through advertising.

(D) Receipted invoice of transporter showing name of vessel, flag and transportation charge for transportation of supplies or equipment, plus copy or photostat of ocean or charter party bill of lading or airways bill if applicable. No invoice is required if the bill of lading contains all the required information.

(iv) The Contractor shall, unless otherwise provided in the contract, submit a vendor's invoice or photostat covering each transaction for procurement of commodities, supplies, or equipment totaling in excess of \$2,500 (appropriately detailed as to quantity, description, and price for each individual item of equipment purchased).

(2) Promptly after receipt of each voucher and statement of dollar cost, the Government shall, except as otherwise provided in this contract, subject to the provisions of (d) below, make payment thereon as approved by the paying office indicated on the Cover Page. Payment of the fixed fee, if any, shall be made to the Contractor as specified in the Schedule; provided, however, that after payment of eighty-five percent (85%) of the fixed fee set forth in the Schedule, further payment on account of the fixed fee shall be withheld until a reserve of either fifteen percent (15%) of the total fixed fee, or one hundred thousand dollars (\$100,000), whichever is less, shall have been set aside.

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(3) On receipt and approval of the voucher designated by the Contractor as the "final voucher" (which is to be submitted on Form SF-1034 (original) and SF-1034(a) in three copies and supported by:

(i) Original and three copies of a certified fiscal report rendered by the Contractor as in (b) (1) (i) and (ii) above;

(ii) Vendor's invoices as in (b) (1) (iii) and (iv) above; and

(iii) Refund check for the balance of funds if any remaining on hand and not obligated by the Contractor, and upon compliance by the Contractor with all the provisions of this contract, the Government shall promptly pay to the Contractor any part of the fixed fee which has been withheld pursuant to (2) above or otherwise not paid to the Contractor. The final voucher shall be submitted by the Contractor promptly following completion of the work under this contract but in no event later than one hundred and twenty (120) days (or such longer period as the Contracting Officer may in his discretion approve in writing) from the date of such completion.

(c) **Local currency payment.** The Contractor is fully responsible for the proper expenditure and control of local currency, if any, provided under this contract. Local currency will be provided to the Contractor in accordance with written instructions provided by the Mission Director. The written instructions will also include accounting, voucherization, and reporting procedures. A copy of the instructions shall be provided to the Contractor's Chief of Party and to the Contracting Officer. The costs of bonding personnel responsible for local currency are reimbursable under the contract.

(d) Until the expiration of three years after final dollar or local currency payment under this contract, the Contracting Officer may have the vouchers and statements of cost audited. Each payment therefore made shall be subject to reduction for amounts included in the related voucher which are found by the Contracting Officer on the basis of such audit, not to constitute allowable cost. Any payment may be reduced for overpayments, or increased for underpayments, on preceding vouchers.

Note: When the clause entitled "Audit" (FFR 1-3.814-2(a)) is included in this contract, this paragraph is self-deleting.

(e) The Contractor agrees that all approvals of the Mission Director and the Contracting Officer which are required by the provisions of this contract shall be preserved and made available as part of the Contractor's records which are required to be preserved and made available by the clauses of this contract entitled "Examination of Records by Comptroller General" and "Audit".

(f) The Contractor agrees that any dollar or local currency refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Contractor or any assignee under this contract shall be paid by the Contractor to the Government to the extent that they are properly allocable to costs for which the Contractor has been reimbursed by the Government under this contract. Reasonable expenses incurred by the Contractor for the purpose of securing such refunds, rebates, credits, or other amounts shall be allowable costs hereunder when approved by the Contracting Officer. Prior to final payment under this contract, the Contractor and each assignee under this contract whose assignment is in effect at the time of final payment under this contract shall execute and deliver an assignment and release using AID Forms 1420-40 or 1420-41, as appropriate, as required in AIDPR 7-16.25.

(g) Any dollar or local currency cost incurred by the Contractor under the terms of this contract which would constitute allowable cost under the provisions of this clause shall be included in determining the amount payable under this contract, notwithstanding any provisions contained in the specifications or other documents incorporated in this contract by reference, designating services to be performed or materials to be furnished by the Contractor at his expense or without cost to the Government.

General Provision No. 18

SUBCONTRACTS

(a) The Contractor shall notify the Contracting Officer reasonably in advance of entering into any subcontract which (1) is cost-reimbursement type, time and materials, or labor-hour, or (2) is fixed-price type and exceeds in dollar amount either \$25,000 or 5 percent of the total estimated cost of this contract, or (3) provides for the fabrication, purchase, rental, installation, or other acquisition of special test equipment having a value in excess of \$1,000 or of any items of industrial facilities, or (4) has experimental, developmental, or research work as one of its purposes.

(b) In the case of a proposed subcontract which is (1) cost-reimbursement type, time and materials, or labor-hour which would involve an estimated amount in excess of \$10,000, including any fee, (2) is proposed to exceed \$100,000, or (3) is one of a number of subcontracts under this contract with a single subcontractor for the same or related supplies or services which, in the aggregate are expected to exceed \$100,000, the advance notification required by (a), above, shall include:

(1) A description of the supplies or services to be called for by the subcontract;

(2) Identification of the proposed subcontractor and an explanation of why and how the proposed subcontractor was selected, including the degree of competition obtained:

(3) The proposed subcontract price, together with the Contractor's cost or price analysis thereof;

(4) The subcontractor's current, complete, and accurate cost or pricing data and Certificate of Current Cost or Pricing Data when such data and certificate are required by other provisions of this contract to be obtained from the subcontractor;

(5) Identification of the type of subcontract to be used;

(6) A memorandum of negotiation which sets forth the principal elements of the subcontract price negotiations. A copy of this memorandum shall be retained in the Contractor's file for the use of Government reviewing authorities. The memorandum shall be sufficient detail to reflect the most significant considerations controlling the establishment of initial or revised prices. The memorandum should include an explanation of why cost or pricing data was, or was not required, and, if it was not required in the case of any price negotiation in excess of \$100,000, a statement of the basis for determining that the price resulted from or was based on adequate price competition, established catalog or market prices of commercial items sold in substantial quantities to the general public, or prices set by law or regulation. If cost or pricing data was submitted and a certificate of cost or pricing data was required, the memorandum shall reflect the extent to which reliance was not placed upon the factual cost or pricing

data submitted and the extent to which this data was not used by the Contractor in determining the total price objective and in negotiating the final price. The memorandum shall also reflect the extent to which it was recognized in the negotiation that any cost or pricing data submitted by the subcontractor was not accurate, complete, or current; the action taken by the Contractor and the subcontractor as a result; and the effect, if any, of such defective data on the total price negotiated. Where the total price negotiated differs significantly from the Contractor's total price objective, the memorandum shall explain this difference;

(7) When incentives are used, the memorandum of negotiation shall contain an explanation of the incentive fee/profit plan identifying each critical performance element, management decisions used to quantify each incentive element, reasons for incentives on particular performance characteristics, and a brief summary of trade-off possibilities considered as to cost, performance, and time; and

(8) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract to be obtained from the subcontractor.

(c) The Contractor shall obtain the written consent of the Contracting Officer prior to placing any subcontract for which advance notification is required under (a) above. The Contracting Officer may, in his discretion, ratify in writing any such subcontract; such action shall constitute the consent of the Contracting Officer as required by this paragraph(c).

(d) The Contractor agrees that no subcontract placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis.

(e) The Contracting Officer may, in his discretion, specifically approve in writing any of the provisions of a subcontract. However, such approval or the consent of the Contracting Officer obtained as required by this clause shall not be construed to constitute a determination of the allowability of any cost under this contract, unless such approval specifically provides that it constitutes a determination of the allowability of such cost.

(f) The Contractor shall give the Contracting Officer immediate notice in writing of any action or suit filed, and prompt notice of any claim made against the Contractor by any subcontractor or vendor which in the opinion of the Contractor, may result in litigation, related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(g) Notwithstanding (c) above, the Contractor may enter into subcontracts within (i) and (ii) of (a) above, without the consent of the Contracting Officer, if the Contracting Officer has approved in writing the Contractor's procurement system and the subcontract is within the scope of such approval. (This subparagraph (g) however, shall not be applicable to those subcontracts subject to subparagraph (j) below, if any.)

(h) To facilitate small business participation in subcontracting under this contract, the Contractor agrees to provide progress payments on the fixed-price types of subcontracts of those subcontracts which are small

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ATTACHMENT B
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business concerns, in conformity with the standards for customary progress payments stated in the Federal Procurement Regulations, Subpart 1-30.5, as in effect on the date of this contract. The Contractor further agrees that the need for such progress payments will not be considered as a handicap or adverse factor in the award of subcontracts.

General Provision No. 44

CLEAN AIR AND WATER (FPR 1-1.2302-2) (AUG 1975)

(Applicable only if the contract exceeds \$109,000, or the contracting officer has determined that orders under an indefinite quantity contract in any one year will exceed \$100,000, or a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857c-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(c)) and is listed by EPA, or the contract is not otherwise exempt.)

(a) The Contractor agrees as follows:

(1) To comply with all the requirements of section 114 of the Clean Air Act, as amended (42 U.S.C. 1857, et seq., as amended by Pub. L. 91-604) and section 308 of the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq., as amended by Pub. L. 92-500), respectively, relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in section 114 and section 308 of the Air Act and the Water Act, respectively, and all regulations and guidelines issued thereunder before the award of this contract.

(2) That no portion of the work required by this prime contract will be performed in a facility listed on the Environmental Protection Agency List of Violating Facilities on the date when this contract was awarded unless and until the EPA eliminates the name of such facility or facilities from such listing.

(3) To use his best efforts to comply with clean air standards and clean water standards at the facility in which the contract is being performed.

(4) To insert the substance of the provisions of this clause into any nonexempt subcontract, including this paragraph: (a)(4).

(b) The terms used in this clause have the following meanings:

(1) The term "Air Act" means the Clean Air Act, as amended (42 U.S.C. 1857 et seq., as amended by Pub. L. 91-604).

(2) The term "Water Act" means Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Pub. L. 92-500).

(3) The term "clean air standards"

means any enforceable rules, regulations, guidelines, standards, limitations, orders, controls, prohibitions, or other requirements which are contained in, issued under or otherwise adopted pursuant to the Air Act or Executive Order 11733, an applicable implementation plan as described in section 110(d) of the Clean Air Act (42 U.S.C. 1857c-5(d)), an approved implementation procedure or plan under section 111(c) or section 111(d), respectively of the Air Act (42 U.S.C. 1857c-6(c) or (d)), or an approved implementation procedure under section 112 of the Air Act (42 U.S.C. 1857c-7(d)).

(4) The term "clean water standards" means any enforceable limitation, control, condition, prohibition, standard, or other requirement which is promulgated pursuant to the Water Act or contained in a permit issued to a discharger by the Environmental Protection Agency or by a State under an approved program, as authorized by section 402 of the Water Act (33 U.S.C. 1342), or by local government to ensure compliance with pretreatment regulations as required by section 307 of the Water Act (33 U.S.C. 1317).

(5) The term "compliance" means compliance with clean air or water standards. Compliance shall also mean compliance with a schedule or plan ordered or approved by a court of competent jurisdiction, the Environmental Protection Agency or an air or water pollution control agency in accordance with the requirements of the Air Act or Water Act and regulations issued pursuant thereto.

(6) The term "facility" means any building, plant, installation, structure, mine, vessel or other floating craft, location, or site or operations, owned, leased, or supervised by a contractor or subcontractor, to be utilized in the performance of a contract or subcontract. Where a location or site of operations contains or includes more than one building, plant, installation, or structure, the entire location or site shall be deemed to be a facility except where the Director, Office of Federal Activities, Environmental Protection Agency, determines that independent facilities are collocated in one geographical area.

BEST AVAILABLE COPY

General Provision No. 45

COST ACCOUNTING STANDARDS

(a) Unless the Cost Accounting Standards Board, or the General Services Administration in the case of nondefense contracts, has prescribed rules of regulations exempting the Contractor or this contract from standards, rules, and regulations promulgated pursuant pursuant to 50 U.S.C. App. 2168 (P.L. 91-379, August 15, 1970), or other statutory authority, the Contractor, in connection with this contract shall:

(1) By submission of a Disclosure Statement, disclose in writing his cost accounting practices as required by regulations of the Cost Accounting Standards Board. The required disclosures must be made prior to contract award unless the Contracting Officer provides a written notice to the Contractor authorizing postaward submission in accordance with regulations of the Cost Accounting Standards Board. The practices disclosed for this contract shall be the same as the practices currently disclosed and applied on all other contracts and subcontracts being performed by the Contractor and which contain this Cost Accounting Standards clause. If the Contractor has notified the Contracting Officer that the Disclosure Statement contains trade secrets and commercial or financial information which is privileged and confidential, the Disclosure Statement will not be released outside of the Government.

(2) Follow consistently the cost accounting practices disclosed pursuant to (1), above, in accumulating and reporting contract performance cost data concerning this contract. If any change in disclosed practices is made for purposes of any contract or subcontract subject to Cost Accounting Standards Board requirements, the change must be applied prospectively to this contract, and the Disclosure Statement must be amended accordingly. If the contract price or cost allowance of this contract is affected by such changes, adjustment shall be made in accordance with subparagraph (a) (4) or (a) (5), below, as appropriate.

(3) Comply with all Cost Accounting Standards in effect on the date of award of this contract or if the Contractor has submitted cost or pricing data, on the date of final agreement on price as shown on the Contractor's signed certificate of current cost or pricing data. The Contractor shall also comply with any Cost Accounting Standard which hereafter becomes applicable to a contract or subcontract of the Contractor. Such compliance shall be required prospectively from the date of applicability to such contract or subcontract.

(4) (A) Agree to an equitable adjustment (as provided in the Changes clause of this contract, if any) if the contract cost is affected by a change which, pursuant to (3) above, the Contractor is required to make to his established cost accounting practices whether such practices are covered by a Disclosure Statement or not.

(B) Negotiate with the Contracting Officer to determine the terms and conditions under which a change to either a disclosed cost accounting practice or an established cost accounting practice, other than a change under (4) (A), above, may be made. A change to a practice may be proposed by either the Government or the Contractor, provided, however, that no agreement may be made under this provision that will increase costs paid by the United States.

(5) Agree to an adjustment of the contract price or cost allowance, as appropriate, if he or a subcontractor fails to comply with an applicable Cost Accounting Standard or to follow any practice disclosed pursuant to subparagraphs (a) (1) and (a) (2), above, and such failure results in any increased costs paid by the United States. Such adjustment shall provide for recovery of the increased costs to the United States together with interest thereon computed at the rate determined by the Secretary of the Treasury pursuant to P.L. 92-41, 85 Stat. 97, or 7 percent per annum, whichever is less, from the time the payment by the United States was made to the time the adjustment is effected.

(b) If the parties fail to agree whether the Contractor or a subcontractor has complied with an applicable Cost Accounting Standard, rule, or regulation of the Cost Accounting Standards Board and as to any cost adjustment demanded by the United States, such failure to agree shall be a dispute concerning a question of fact within the meaning of the Disputes clause of this contract.

(c) The Contractor shall permit any authorized representatives of the head

of the agency, of the Cost Accounting Standards Board, or of the Comptroller General of the United States to examine and make copies of any documents, papers, or records relating to compliance with the requirements of this clause.

(d) The Contractor shall include in all negotiated subcontracts which he enters into the substance of this clause except paragraph (b), and shall require such inclusion in all other subcontracts of any tier, except that this requirement shall apply only to negotiated subcontracts in excess of \$100,000 where the price negotiated is not based on:

(1) Established catalog or market prices of commercial items sold in substantial quantities to the general public; or

(2) Prices set by law or regulation, and except that the requirement shall not apply to negotiated subcontracts otherwise exempt from the requirement to accept the Cost Accounting Standards clause by reason of 331.30(b) of Title 4, Code of Federal Regulation (4 CFR 331.30(b)) or 1-3.1203 (a)(2) of Title 41, Code of Federal Regulations (41 CFR 1-3.1203(a)(2)).

However, if this is a contract with an agency which permits subcontractors to appeal final decisions of the Contracting Officer directly to the head of the agency or his duly authorized representative, then the Contractor shall include the substance of paragraph (b) as well.

NOTE: (1) Subcontractors shall be required to submit their Disclosure Statements to the Contractor. However, if a subcontractor has previously submitted his Disclosure Statement to a Government Contracting Officer he may satisfy that requirement by certifying to the Contractor the date of such Statement and the address of the Contracting Officer.

(2) In any case where a subcontractor determines that the Disclosure Statement information is privileged and confidential and declines to provide it to his Contractor or higher tier subcontractor, the Contractor may authorize direct submission of that subcontractor's Disclosure Statement to the same Government offices to which the Contractor was required to make submission of his Disclosure Statement. Such authorization shall in no way relieve the Contractor of liability as provided in paragraph (a)(5) of this clause. In view of the foregoing and since the contract may be subject to adjustment under this clause by reason of any failure to comply with rules, regulations, and standards of the Cost Accounting Standards Board in connection with covered subcontracts, it is expected that the Contractor may wish to include a clause in each such subcontract requiring the subcontractor to appropriately indemnify the Contractor. However, the inclusion of such a clause and the terms thereof are matters for negotiation and agreement between the Contractor and the

subcontractor, provided that they do not conflict with the duties of the Contractor under its contract with the Government. It is also expected that any subcontractor subject to such indemnification will generally require substantially similar indemnification to be submitted by his subcontractors.

(e) The terms defined in Sec. 331.20 of Part 331 of Title 4, Code of Federal Regulations (4 CFR 331.20) shall have the same meanings herein. As there defined, "negotiated subcontract" means "any subcontract except a firm fixed-price subcontract made by a Contractor or subcontractor after receiving offers from at least two firms not associated with each other or such Contractor or subcontractor, providing (1) the solicitation to all competing firms is identical, (2) price is the only consideration in selecting the subcontractor from among the competing firms solicited, and (3) the lowest offer received in compliance with the solicitation from among those solicited is accepted."

GENERAL PROVISIONS

Cost Reimbursement Type Contract

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3. Biographical Data
4. Leave and Holidays
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6. Standards of Work
7. Inspection
8. Limitation of Cost
9. Allowable Cost, Fixed Fee, and Payment
10. Negotiated Overhead Rates
11. Assignment of Claims
12. Examination of Records by Comptroller General
13. Price Reduction for Defective Cost or Pricing Data
14. Audit
15. Subcontractor Cost and Pricing Data
16. Reports
17. Source Requirements of Procurement of Equipment, Vehicles, Materials, Supplies, and Services
18. Subcontracts and Purchase Orders
19. Government Property
20. Utilization of Small Business Concerns
21. Utilization of Labor Surplus Area Concerns
22. Insurance--Liability to Third Persons
23. Termination for Default or for Convenience of the Government
24. Excusable Delays
25. Stop Work Order
26. Disputes
27. Authorization and Consent
28. Notice and Assistance Regarding Patent and Copyright Infringement
29. Patent Provisions and Publication of Results
30. Rights in Data
31. Release of Information
32. Equal Opportunity
33. Convict Labor
34. Walsh-Healey Public Contracts Act
35. Officials Not to Benefit
36. Covenant Against Contingent Fees
37. Language, Weights and Measures
38. Security Requirements
39. Utilization of Minority Business Enterprises
40. Listing of Employment Openings
41. Payment of Interest on Contractors' Claims
42. Employment of the Handicapped
43. Notices

1. DEFINITIONS (DEC. 1970)

(a) "Administrator" shall mean the Administrator or the Deputy Administrator of the Agency for International Development.

(b) "AID" shall mean the Agency for International Development.

(c) "Consultant" shall mean any especially well qualified person who is engaged, on a temporary or intermittent basis to advise the Contractor and who is not an officer or employee of the Contractor who performs other duties for the Contractor.

(d) "Contracting Officer" shall mean the person executing this contract on behalf of the United States Government, and any other Government employee who is a properly designated Contracting Officer; and the term includes, except as otherwise provided in this contract, the authorized representative of a Contracting Officer acting within the limits of his authority.

(e) "Contractor Employee" shall mean an employee of the Contractor assigned to work under this contract.

(f) "Cooperating Country or Countries" shall mean the foreign country or countries in or for which services are to be rendered hereunder.

(g) "Cooperating Government" shall mean the government of the Cooperating Country.

(h) "Economy Class" air travel (also known as jet economy, air coach, tourist class, etc.) shall mean a class of air travel which is less than first class.

(i) "Federal Procurement Regulations (FPR)," when referred to herein shall include Agency for International Development Procurement Regulations (AIDPR).

(j) "Government" shall mean the United States Government.

(k) "Mission" shall mean the United States AID Mission to, or principal AID office in, the Cooperating Country.

(l) "Mission Director" shall mean the principal officer in the Mission in the Cooperating Country, or his designated representative.

2. CHANGES (DEC. 1970)

(a) The Contracting Officer may at any time, by a written order, and without notice to the sureties, if any, make changes, within the general scope of this contract, in any one or more of the following: (1) statement of work or services, (2) drawings, designs, or specifications, (3) method of shipment or packing, (4) place of inspection, delivery, or acceptance, and (5) the amount of logistic support and property of the United States or Cooperating Government to be furnished or made available to the Contractor for

ADDITIONAL GENERAL PROVISIONS

COST REIMBURSEMENT TYPE CONTRACT

(Additional General Provisions for Overseas Cost Type Contract are also attached hereto, and except for the clauses omitted as specified on the preceding pages, such Additional General Provisions are incorporated in this contract.)

INDEX OF CLAUSES

1. Definitions
2. Leave and Holidays
3. Travel Expenses
4. Transportation and Storage Expenses
5. Title to and Care of Property
6. Marking
7. Personnel
8. Differential and Allowances
9. Conversion of United States Dollars to Local Currency
10. Orientation and Language Training
11. Insurance—Workmen's Compensation, Private Automobiles, Marine and Air Cargo
12. Services Provided to Contractor
13. Post Privileges
14. Contractor-Mission Relationships
15. Notice of Changes in Regulations

1. DEFINITIONS (SEPT. 1974)

(a) "Dependents" shall mean:

- (1) Spouse
- (2) Children (including step and adopted children) who are unmarried and under 21 years of age or, regardless of age, are incapable of self support.
- (3) Parents (including step and legally adoptive parents) of the employee or of the spouse, when such parents are at least 51 percent dependent on the employee for support.
- (4) Sisters and Brothers (including step or adoptive sisters or brothers) of the employee, or of the spouse, when such sisters and brothers are at least 51 percent dependent on the employee for support, unmarried and under 21 years of age, or regardless of age, are incapable of self support.

(b) "Local Currency" shall mean the currency of the Cooperating Country.

(c) "Regular Employee" shall mean a Contractor employee appointed to serve one year or more in the Cooperating Country.

(d) "Short-Term Employee" shall mean a Contractor employee appointed to serve less than one year in the Cooperating Country.

(e) "Traveler" shall mean Contractor's Regular Employees, Dependents of the Contractor's Regular Employees, the Contractor's Short-Term Employees, Consultants and, as authorized by the Contracting Officer, the Contractor's Officers and Executives, or other persons.

(f) "Contractor's Chief of Party" shall mean the representative of the Contractor in the Cooperating Country who shall be responsible for supervision of the performance of all duties undertaken by the Contractor in the Cooperating Country.

2. LEAVE AND HOLIDAYS (SEPT. 1974)

(a) *Vacation Leave Overseas.*

(1) The Contractor may grant to his employees working overseas under this Contract, vacations of reasonable duration in accordance with the Contractor's established practice for his employees, but in no event shall such vacation leave be earned at a rate exceeding twenty-six (26) work days per annum. Vacation leave is provided under this Contract primarily for purposes of affording necessary rest and recreation to regular employees during their tour of duty in the cooperating country. The Contractor's Chief of Party, the employee and the cooperating country institution associated with this project shall develop vacation leave schedules early in the employee's tour of duty taking into consideration project requirements, employee preference, and other factors.

(2) Leave taken during the concluding weeks of an employee's tour shall be included in the established leave schedule and be limited to that amount of leave which can be earned during a twelve month period unless approved in accordance with paragraph (3) below.

(3) Vacation leave earned but not taken by the end of the employee's tour pursuant to (1) and (2) above will be forfeited, unless the requirements of the project precluded the employee from taking such leave and the contracting officer, with the endorsement of the mission, approves one of the following as an alternative:

(i) Taking, during the concluding weeks of the employee's tour, leave not permitted under (2) above, or

(ii) Lump-sum payment for leave not taken provided such leave does not exceed the number of days which can be earned by the employee during a twelve month period.

STANDARD FORM 30, JULY 1966 GENERAL SERVICES ADMINISTRATION FD. PROC. REG. (41 CFR) 1-16.101		AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT		PAGE 1 OF 1
1. AMENDMENT/MODIFICATION NO. 7		2. EFFECTIVE DATE		3. REGISTRATION/PURCHASE REQUEST NO. See Block 10
5. ISSUED BY Regional Operations Division-LA Office of Contract Management Agency for International Development Washington, D. C. 20523		6. ADMINISTERED BY (If other than block 5) AID/W W. RHODES LAFAN D. ALTER		4. PROJECT NO. (If applicable) See Block 10
7. CONTRACTOR NAME AND ADDRESS (Street, city, county, state, and ZIP Code) CARE, Inc. 660 First Avenue New York, New York 10016 Attention: F. Merton Cregger		FACILITY CODE		8. AMENDMENT OF SOLICITATION NO. DATED _____ (See block 9) MODIFICATION OF CONTRACT/ORDER NO. AID/CM/LA-C-73-4 DATED 1/30/73 (See block 11)
9. THIS BLOCK APPLIES ONLY TO AMENDMENTS OF SOLICITATIONS <input type="checkbox"/> The above numbered solicitation is amended as set forth in block 12. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offerors must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation, or as amended, by one of the following methods: (a) By signing and returning _____ copies of this amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted, or (c) By teletype or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE ISSUING OFFICE PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If, by virtue of this amendment you choose to change an offer already submitted, such change may be made by teletype or letter, provided such teletype or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
10. ACCOUNTING AND APPROPRIATION DATA (If required) NA				
11. THIS BLOCK APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS (a) <input type="checkbox"/> This Change Order is issued pursuant to _____ The changes set forth in block 12 are made to the above numbered contract/order. (b) <input checked="" type="checkbox"/> The above numbered contract/order is modified to reflect the admin. The changes (such as changes in paying office, appropriation date, etc.) set forth in block 12. (c) <input type="checkbox"/> This Supplemental Agreement is entered into pursuant to authority of _____ It modifies the above numbered contract as set forth in block 12.				
12. DESCRIPTION OF AMENDMENT/MODIFICATION Change the face sheet of the contract to read: Mail Vouchers (Original and 3 copies) To: Regional Controller Port-AU-Prince, Haiti with one copy to: CM/ROD/LA Agency for International Development Washington, D. C. 20523				
ORIGINAL				
Except as provided herein, all terms and conditions of the document referenced in block 8, as heretofore changed, remain unchanged and in full force and effect.				
13. <input checked="" type="checkbox"/> CONTRACTOR/OFFEROR IS NOT REQUIRED TO SIGN THIS DOCUMENT <input type="checkbox"/> CONTRACTOR/OFFEROR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ COPIES TO ISSUING OFFICE				
14. NAME OF CONTRACTOR/OFFEROR BY _____ (Signature of person authorized to sign)		17. UNITED STATES OF AMERICA BY <i>S. D. Heishman</i> (Signature of Contracting Officer)		
15. NAME AND TITLE OF SIGNER (Type or print)		16. DATE SIGNED		18. NAME OF CONTRACTING OFFICER (Type or print) S. D. Heishman
				19. DATE SIGNED 12/19/73

FORM 30, JULY 1966 GENERAL SERVICES ADMINISTRATION REG. PROC. REG. (41 CFR) 101-11.6	AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	PAGE 1 1 2
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1. AMENDMENT/MODIFICATION NO. <p style="text-align: center;">6</p>	2. EFFECTIVE DATE	3. REQUISITION/PURCHASE REQUEST NO. <p style="text-align: center;">See Block 10</p>	4. PROJECT NO. (If applicable) <p style="text-align: center;">15 JUN 1975</p>
5. ISSUED BY <p>Agency for International Development Office of Contract Management Regional Operations Division Washington, D.C. 20523</p>		6. ADMINISTERED BY (If other than block 5) <p style="text-align: center;">AID/Washington</p>	

7. CONTRACTOR NAME AND ADDRESS <p>(Street, city, county, state, and ZIP Code) Care, Inc. 660 First Avenue New York, New York 10016</p>	CODE	FACILITY CODE	8. AMENDMENT OF SOLICITATION NO. <input type="checkbox"/> DATED _____ (See block 9)
			MODIFICATION OF CONTRACT/ORDER NO. <u>AID/1a-C-73-4</u> DATED <u>1/30/73</u> (See block 11)

9. THIS BLOCK APPLIES ONLY TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in block 12. The hour and date specified for receipt of Offers is extended, is not extended. Offerors must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation, or as amended, by one of the following methods:

(a) By signing and returning _____ copies of this amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE ISSUING OFFICE PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If, by virtue of this amendment you desire to change an offer previously submitted, such change may be made by telegram or letter, provided such telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

10. ACCOUNTING AND APPROPRIATION DATA (If required)

PIO/T 521-061-3-50006 (\$128,000) Allotment 402-50-521-00-69-51
 Appropriation 72-11x1023 Project 521-15-810-061

11. THIS BLOCK APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS

(a) This Change Order is issued pursuant to _____
 The Changes set forth in block 12 are made to the above numbered contract/order.

(b) The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation data, etc.) set forth in block 12.

(c) This Supplemental Agreement is entered into pursuant to authority of Foreign Assistance Act of 1961 as amended and Executive Order 11223
 It modifies the above numbered contract as set forth in Block 12.

12. DESCRIPTION OF AMENDMENT/MODIFICATION

1. To Article II Level of Effort add the following statement:
 The level of effort for the period 4/1/75 through 12/31/75 shall be approximately 19 man months distributed approximately as follows:
 Administrative Advisor 9 man-months
 Assistant Administrative Advisor 10 man-months
2. In Article III Period of Contract change "3/31/75" to read "12/31/75".
3. In Article IV Estimated Cost increase the estimated cost by \$128,000 from \$490,105 to \$618,105.
4. Superseide Section B Approved Budget No. 4 of Article V by the following:

(con't. on page 2)

Except as provided herein, all terms and conditions of the document referenced in block 8, as heretofore changed, remain unchanged and in full force and effect.

13. CONTRACTOR/OFFEROR IS NOT REQUIRED TO SIGN THIS DOCUMENT <input type="checkbox"/> CONTRACTOR/OFFEROR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ COPIES TO ISSUING OFFICE <input checked="" type="checkbox"/>			
14. NAME OF CONTRACTOR/OFFEROR <p style="text-align: center;">F. Weston Cregoe</p>	17. UNITED STATES OF AMERICA <p style="text-align: center;">S. D. Heishman</p>		
15. NAME AND TITLE OF SIGNER (Type or print)		18. NAME OF CONTRACTING OFFICER (Type or print)	
		S. D. Heishman	
16. DATE SIGNED		19. DATE SIGNED	
		6/14/75	

B. Approved Budget No. 5

<u>Line Items</u>	<u>Expenditures Actual and Est. 11/1/72 to 3/31/75</u>	<u>Budget 4/1/75 to 12/31/75</u>	<u>Total Budget 11/1/72 to 12/31/75</u>
1. Salaries and Fringe Benefits	\$ 83,540	\$ 18,856	\$102,396
2. Travel and Transportation	22,037	5,111	27,148
3. Travel Contingency for Non-Renewal	-0-	5,527	5,527
4. Allowances	36,388	9,540	45,928
5. Other Direct Costs	10,131	6,350	16,481
6. Equipment and Materials	<u>277,378</u>	<u>100,429</u>	<u>377,807</u>
7. Subtotal	<u>\$429,474</u>	<u>\$145,813</u>	<u>\$575,287</u>
8. G & A	<u>31,882</u>	<u>10,936</u>	<u>42,818</u>
9. Grand Total	<u>\$461,356</u>	<u>\$156,749</u>	<u>\$618,105</u>

5. Effective the date of the last signature on this amendment, supersede the current General Provisions and Additional General Provisions by the attached General Provisions (AID Form 1420-41C - 9/74) and Additional General Provisions (AID Form 1420-41D - 9/74).

6. Add the following Article XIII Alterations in Contract

- A. Delete the words "fixed fee" wherever they appear in the General Provisions and Additional General Provisions of this contract.
- B. Delete General Provision No. 16 in its entirety and replace it with Article VIII Reports of this contract.

GENERAL PROVISIONS

Cost Reimbursement Type Contract

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34. Walsh-Healey Public Contracts Act
35. Officials Not to Benefit
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(b) "AID" shall mean the Agency for International Development.

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(e) "Contractor Employee" shall mean an employee of the Contractor assigned to work under this contract.

(f) "Cooperating Country or Countries" shall mean the foreign country or countries in or for which services are to be rendered hereunder.

(g) "Cooperating Government" shall mean the government of the Cooperating Country.

(h) "Economy Class" air travel (also known as jet economy, air coach, tourist class, etc.) shall mean a class of air travel which is less than first class.

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(j) "Government" shall mean the United States Government.

(k) "Mission" shall mean the United States AID Mission to, or principal AID office in, the Cooperating Country.

(l) "Mission Director" shall mean the principal officer in the Mission in the Cooperating Country, or his designated representative.

2. CHANGES (DEC. 1970)

(a) The Contracting Officer may at any time, by a written order, and without notice to the sureties, if any, make changes, within the general scope of this contract, in any one or more of the following: (1) statement of work or services, (2) drawings, designs, or specifications, (3) method of shipment or packing, (4) place of inspection, delivery, or acceptance, and (5) the amount of logistic support and property of the United States or Cooperating Government to be furnished or made available to the Contractor for

ADDITIONAL GENERAL PROVISIONS

COST REIMBURSEMENT TYPE CONTRACT

(Additional General Provisions for Overseas Cost Type Contract are also attached hereto, and except for the clauses omitted as specified on the preceding pages, such Additional General Provisions are incorporated in this contract.)

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8. Differential and Allowances

9. Conversion of United States Dollars to Local Currency
10. Orientation and Language Training
11. Insurance—Workmen's Compensation, Private Automobiles, Marine and Air Cargo
12. Services Provided to Contractor
13. Post Privileges
14. Contractor-Mission Relationships
15. Notice of Changes in Regulations

1. DEFINITIONS (SEPT. 1974)

(a) "Dependents" shall mean:

- (1) Spouse
- (2) Children (including step and adopted children) who are unmarried and under 21 years of age or, regardless of age, are incapable of self support.
- (3) Parents (including step and legally adoptive parents) of the employee or of the spouse, when such parents are at least 51 percent dependent on the employee for support.
- (4) Sisters and brothers (including step or adoptive sisters or brothers) of the employee, or of the spouse, when such sisters and brothers are at least 51 percent dependent on the employee for support, unmarried and under 21 years of age, or regardless of age, are incapable of self support.

(b) "Local Currency" shall mean the currency of the Cooperating Country.

(c) "Regular Employee" shall mean a Contractor employee appointed to serve one year or more in the Cooperating Country.

(d) "Short-Term Employee" shall mean a Contractor employee appointed to serve less than one year in the Cooperating Country.

(e) "Traveler" shall mean Contractor's Regular Employees, Dependents of the Contractor's Regular Employees, the Contractor's Short-Term Employees, Consultants and, as authorized by the Contracting Officer, the Contractor's Officers and Executives, or other persons.

(f) "Contractor's Chief of Party" shall mean the representative of the Contractor in the Cooperating Country who shall be responsible for supervision of the performance of all duties undertaken by the Contractor in the Cooperating Country.

2. LEAVE AND HOLIDAYS (SEPT. 1974)

(a) *Vacation Leave Overseas.*

(1) The Contractor may grant to his employees working overseas under this Contract, vacations of reasonable duration in accordance with the Contractor's established practice for his employees, but in no event shall such vacation leave be earned at a rate exceeding twenty-six (26) work days per annum. Vacation leave is provided under this Contract primarily for purposes of affording necessary rest and recreation to regular employees during their tour of duty in the cooperating country. The Contractor's Chief of Party, the employee and the cooperating country institution associated with this project shall develop vacation leave schedules early in the employee's tour of duty taking into consideration project requirements, employee preference, and other factors.

(2) Leave taken during the concluding weeks of an employee's tour shall be included in the established leave schedule and be limited to that amount of leave which can be earned during a twelve month period unless approved in accordance with paragraph (3) below.

(3) Vacation leave earned but not taken by the end of the employee's tour pursuant to (1) and (2) above will be forfeited, unless the requirements of the project precluded the employee from taking such leave and the contracting officer, with the endorsement of the mission, approves one of the following as an alternative:

(i) Taking, during the concluding weeks of the employee's tour, leave not permitted under (2) above, or

(ii) Lump-sum payment for leave not taken provided such leave does not exceed the number of days which can be earned by the employee during a twelve month period.

Mrs. Booker

MEMORANDUM

April 18, 1975

TO : Distribution

FROM : CM/SD/OSC; F. J. Moncada 

SUBJECT: Contract No. AID/CM/la-C-73-4 between A.I.D. and
the Cooperative for American Relief Everywhere, Inc. (CARE)

This transmits one copy of a Negotiated Indirect Cost Rate Agreement dated April 2, 1975. This Agreement is also Amendment No. 5 to the subject Contract.

The purpose of this Amendment is to establish final and/or provisional indirect cost rates.

If additional copies are required, please contact CM/SD/OSC.

DISTRIBUTION:

CM/SD/SUP, G. Booker
CM/SD/SUP, E. Amis
CM/SD/SUP, T.B. Tighe
SER/FM, W. McKeel
AG/AUD, J. Griffith (2 copies)

Contracting Officer, CM/ROD/LA, Mr. S. Heishman

Project Manager, LA/CAR, Mr. G. Gower

USAID/ _____

AGENCY FOR INTERNATIONAL DEVELOPMENT
WASHINGTON, D.C. 20523

NEGOTIATED INDIRECT COST RATE AGREEMENT

Date: April 2, 1975

SUBJECT : Indirect Cost Rates for Use in Cost Reimbursement Type Agreements With the Agency for International Development (A.I.D.)

REFERENCE : DCAA Audit Report No. 5161-05-5-0699

INSTITUTION : Cooperative for American Relief Everywhere, Inc. (CARE)
or
660 First Avenue
OTHER New York, New York 10016

PART I - NEGOTIATED INDIRECT COST RATES:

Type	Effective Period		Rate(%)	Designation
	From	Thru		
Final	7-1-73	6-30-74	7.54	General & Administrative
Provisional	7-1-74	Until Amended	7.50	General & Administrative

Base of Application: Total direct costs.

Unless otherwise indicated, the above rates are provisional after the intent date shown for each rate designation, until amended.

* SEE PART III FOR APPLICATION OF THESE RATES TO A.I.D. AGREEMENTS.

PART II - ITEMS NORMALLY TREATED AS DIRECT COSTS:

PART III - SPECIAL TERMS AND CONDITIONS:

Pursuant to §7-3.705 of the Agency for International Development Procurement Regulations (ADPR), the negotiated indirect cost rates set forth in Part I of this Agreement are incorporated into A.I.D. agreements as follows:

Grant No. AID/CM/asia-G-73-14* Amendment No. 5

✓ Contract No. AID/CM/la-C-73-4 Amendment No. 5 PIO/T 521-061-3-40006

* Grant No. AID/CM/asia-G-73-14 does not provide for General and Administrative (G&A) overhead recovery for the period 6/26/72 through 2/14/73. Effective from 2/15/72, this Grant provides for G&A recovery through the use of negotiated rates. Therefore, for the period 2/15/73 through 6/30/73, the negotiated final rate for this Grant is 7.08% applied to total direct costs. The negotiated final rate for FYE 6/30/74 is shown in PART I of this

ACCEPTED: Agreement.

BY [Signature]

RICHARD VOGLER

PRINTED OR TYPED NAME
DIRECTOR,
FINANCIAL CONTROL DEPARTMENT

TITLE

DATE
APRIL 11, 1975

[Signature]
Francis J. Moncada

CONTRACTING OFFICER
Overhead and Special Costs
Branch
Contract Support Division
Office of Contract Management
Agency for International Development

DISTRIBUTION:	CM/ROD	CM/COD
	AFR	TAB
X	NESA	PIA
X	LA	OTR
	EA	

OTHER	
X	AG/AUD
X	CM/SD/SUP
X	SER/FM/RSD
X	LA/CAR
X	NESA/SA

[Signature]

REF ID: A61 007-16701		MANAGEMENT OF SOLICITATION/MODIFICATION OF CONTRACT													
1. AMENDMENT/MODIFICATION NO. 4	2. EFFECTIVE DATE	3. CONTRACT AID/CM/LA-C-73-4	4. PROJECT NO. (If applicable) 521-15-810-061												
5. ISSUED BY Office of Contract Management Regional Operations Division - LA Agency for International Development Washington, D.C. 20523		6. ADMINISTERED BY (If other than block 5) <i>J. J. Green, Lt. Col P. Maddy</i> 41 AUG 1974													
7. CONTRACTOR NAME AND ADDRESS <i>(Street, city, county, state, and ZIP Code)</i> CARE, Inc. 660 First Avenue New York, New York 10016		8. AMENDMENT OF SOLICITATION NO. _____ DATED _____ (See block 9) MODIFICATION OF CONTRACT/ORDER NO. _____ DATED _____ (See block 11)													
9. THIS BLOCK APPLIES ONLY TO AMENDMENTS OF SOLICITATIONS <input type="checkbox"/> The above numbered solicitation is amended as set forth in block 12. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offerors must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation, or as amended, by one of the following methods: (a) By signing and returning _____ copies of this amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE ISSUING OFFICE PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If, by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided such telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.															
10. ACCOUNTING AND APPROPRIATION DATA (If required) PIO/T 521-061-3-40006; \$190,000 Allotment No. 402-50-521-00-69-41 Appropriation No. 72-11X1023															
11. THIS BLOCK APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS (a) <input type="checkbox"/> This Change Order is issued pursuant to _____ The Changes set forth in block 12 are made to the above numbered contract/order. (b) <input type="checkbox"/> The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation data, etc.) set forth in block 12. (c) <input checked="" type="checkbox"/> This Supplemental Agreement is entered into pursuant to authority of FAA 1961 as amended; EO 11223; FFR 1-3.204 It modifies the above numbered contract as set forth in block 12.															
12. DESCRIPTION OF AMENDMENT/MODIFICATION 1. Reference ARTICLE II - LEVEL OF EFFORT at the end of text add: "R - LEVEL OF EFFORT - 6/1/74 through 3/31/75." <table style="width:100%; margin-top: 10px;"> <thead> <tr> <th style="text-align: center;">Number</th> <th style="text-align: center;">Position Description</th> <th style="text-align: center;">Man-Months</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1</td> <td>Administrative Advisor</td> <td style="text-align: center;">10</td> </tr> <tr> <td style="text-align: center;">1</td> <td>Assistant Administrative Advisor</td> <td style="text-align: center;">10</td> </tr> <tr> <td style="text-align: center;">1</td> <td>Field Operations Advisor</td> <td style="text-align: center;">10"</td> </tr> </tbody> </table> 2. Reference ARTICLE III - PERIOD OF CONTRACT, delete "May 31, 1974" and in lieu thereof insert "March 31, 1975." 3. Reference ARTICLE IV - ESTIMATED COST, delete "\$300,105" and in lieu thereof insert "\$490,105."				Number	Position Description	Man-Months	1	Administrative Advisor	10	1	Assistant Administrative Advisor	10	1	Field Operations Advisor	10"
Number	Position Description	Man-Months													
1	Administrative Advisor	10													
1	Assistant Administrative Advisor	10													
1	Field Operations Advisor	10"													
(con't. on page 2)															
Except as provided herein, all terms and conditions of the document referenced in block 8, as heretofore changed, remain unchanged and in full force and effect.															
13. <input type="checkbox"/> CONTRACTOR/OFFEROR IS NOT REQUIRED TO SIGN THIS DOCUMENT <input checked="" type="checkbox"/> CONTRACTOR/OFFEROR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>7</u> COPIES TO ISSUING OFFICE															
14. NAME OF CONTRACTOR/OFFEROR <i>F. Merton Cregger</i> <small>(Signature of person authorized to sign)</small>		17. UNITED STATES OF AMERICA <i>S. D. Heishman</i> <small>(Signature of Contracting Officer)</small>													
15. NAME AND TITLE OF SIGNER (Type or print) F. Merton Cregger Assistant Executive Director	16. DATE SIGNED 8/5/74	18. NAME OF CONTRACTING OFFICER (Type or print) S. D. Heishman	19. DATE SIGNED 8/14/74												

4. Reference ARTICLE V - BUDGET, delete heading "B. APPROVED BUDGET NO. 3" and in lieu thereof insert:

"B. - APPROVED BUDGET NO. 4:

<u>Line Items</u>	<u>Expenditures Actual & Est. 11/1/72 to 5/31/74</u>	<u>Budget 6/1/74 to 3/31/75</u>	<u>Total Budget 11/1/72 to 3/31/75</u>
1. Salaries	\$46,148	\$24,046	\$70,194
2. Fringe Benefits	6,252	4,328	10,580
3. Travel & Transportation	7,377	4,402	23,173
" "		11,394*	
4. Allowances	21,436	11,872	33,358
5. Other Direct Costs	7,353	4,833	12,186
6. Equipment & Materials	<u>193,235</u>	<u>115,240</u>	<u>308,475</u>
7. Subtotal	\$281,851	\$176,115	\$457,966
8. General & Administrative Overhead	<u>19,811</u>	<u>12,328</u>	<u>32,139</u>
9. Grand Total	<u>\$301,662</u>	<u>\$188,443</u>	<u>\$490,105</u>

* Contingency against non-renewal

- 5. Reference ARTICLE X - ESTABLISHMENT OF OVERHEAD RATE, delete "March 31, 1974 and insert March 31, 1975."
- 6. Reference ARTICLE XII - COMMODITY SUPPORT - revise heading of Amendment 1 to read:
 - "A - COMMODITY SUPPORT - 5/1/73 through 3/31/74"
- 7. Reference "ARTICLE XII-A. COMMODITY SUPPORT - 5/1/73 through 3/31/74," at end of text add the following:

"B. COMMODITY SUPPORT 6/1/74 through 3/31/75:

- 1. Procurement by the Contractor and use of commodities provided for below are subject to terms and conditions of the contract including clause No. 17 of the General Provisions: Source Requirements of Procurement of Equipment, Vehicles, Materials, Supplies, and Services and Clause No. 18, Subcontracts and Purchase Orders.

2. Commodity List:

<u>Quantity</u>	<u>Description</u>	<u>Estimated Cost</u>
	<u>Equipment, Vehicles, Etc.</u>	
N/A	Drugs, Lab, Dental Supplies	\$ 77,900
	<u>Vehicles (Replacement), plus some spare parts:</u>	
1	5 Ton Truck	\$7,000
1	Jeep Wagoneer	4,575
3	Jeep C-J-5 with cloth top @ \$3,620	10,860
5	125 CC Motorcycles @ \$700	3,500

Commodity List continued.

<u>Quantity</u>	<u>Description</u>	<u>Estimated Cost</u>
2	Jeep C-J-5 with hard top (@ \$2,518)	7,555
N/A	Ocean freight for six passenger vehicles	1,800
N/A	Ocean freight for one truck	<u>850</u>
	Vehicles and Shipping subtotal	36,140
	<u>Other Equipment</u>	
1	Typewriter (wide carriage)	\$ 400
1	Typewriter (regular)	350
1	Calculator (printing)	<u>450</u>
	Other, subtotal	<u>1,200</u>
	Grand Total	<u>\$115,240ⁿ</u>

All other conditions remain unchanged.

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SEARCHED FORM 30, JULY 1966
 GENERAL SERVICES ADMINISTRATION
 REG. PROC. REG. (GPO) 1-14-10T

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

PAGE 1 OF 3

1. AMENDMENT/MODIFICATION NO. 3R	7. EFFECTIVE DATE 11/1/72	3. Contract AID/CM/LA-C-73-4	4. PROJECT NO. (If applicable)
5. ISSUED BY CODE Agency for International Development Office of Contract Management Regional Operations Divisions - LA Washington, D.C. 20523		6. ADMINISTERED BY (If other than block 5) CODE AID/W	
7. CONTRACTOR NAME AND ADDRESS CODE <i>(Street, city, county, state, and ZIP Code)</i> CARE 660 First Avenue New York, New York 10016		8. AMENDMENT OF SOLICITATION NO. <input type="checkbox"/> DATED _____ (See block 9) MODIFICATION OF CONTRACT/ORDER NO. <input type="checkbox"/> DATED _____ (See block 11)	

9. THIS BLOCK APPLIES ONLY TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in block 12. The hour and date specified for receipt of Offers is extended, is not extended. Offerors must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation, or as amended, by one of the following methods:

(a) By signing and returning _____ copies of this amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE ISSUING OFFICE PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If, by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided such telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

10. ACCOUNTING AND APPROPRIATION DATA (If required)

521-061-3-20013, A-1 and Previous PIO/Ts: 521-061-3-20013
 521-061-3-30006, A-1; 30006 A-2. an increase of \$8,965 521-061-3-30006

11. THIS BLOCK APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS

(a) This Change Order is issued pursuant to _____
 The Changes set forth in block 12 are made to the above numbered contract/order.

(b) The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation data, etc.) set forth in block 12.

(c) This Supplemental Agreement is entered into pursuant to authority of Foreign Assistance Act 1961, as amended, and Executive Order No. 11223
 It modifies the above numbered contract as set forth in block 12.

2. DESCRIPTION OF AMENDMENT/MODIFICATION

1. Reference ARTICLE II - LEVEL OF EFFORT

Delete in its entirety and in lieu thereof insert:

"The following level of effort which is authorized for the period May 1, 1973 to May 31, 1974 is hereby added to and made a part of this contract:

Number	Position Description	Man Months
1	Administrative Advisor	13
1	Assistant Administrative Advisor	13
1	Field Operations Advisor	13"

(con't. on page 2)

Not as provided herein, all terms and conditions of the document referenced in block 8, as heretofore changed, remain unchanged and in full force and effect.

CONTRACTOR/OFFEROR IS NOT REQUIRED TO SIGN THIS DOCUMENT CONTRACTOR/OFFEROR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 7 COPIES TO ISSUING OFFICE

16. NAME OF CONTRACTOR/OFFEROR Assistant Executive Director <i>(Signature of person authorized to sign)</i>	17. UNITED STATES OF AMERICA BY	18. NAME OF CONTRACTING OFFICER (Type or print) James D. Delaney <i>(Signature of Contracting Officer)</i>
19. DATE SIGNED 6/4/74	19. DATE SIGNED 1-74	

2. Reference ARTICLE III. PERIOD OF CONTRACT.

Delete "March 31, 1974" and in lieu thereof insert "May 31, 1974".

3. Reference ARTICLE IV - ESTIMATED COST

Delete "\$291,140" and in lieu thereof insert "\$300,105".

4. Reference ARTICLE V - BUDGET

Delete text and APPROVED BUDGET NO.2 and in lieu thereof insert:

A. The following budget sets limitations for reimbursement of dollar costs for individual line items. Without prior written approval of the Contracting Officer, the Contractor may not exceed the grand total set forth in the budget hereunder or exceed the dollar costs for any individual line item by more than 15% of such line item.

B. APPROVED BUDGET NO. 3

<u>Line Items</u>	<u>Expenditures, Actual & Est. 11/1/72 to 3/31/74</u>	<u>April Plus May Requirements</u>	<u>Total Budget 11/1/72 to 5/31/74</u>
Salaries	\$41,958	\$4,292	\$46,250
Fringe Benefits	4,813	860	5,673
Travel & Transportation	3,879	3,743	7,622
Allowances	19,168	2,438	21,606
Other Direct Costs	7,247	460	7,707
Equipment & Materials	187,496	3,334	190,830
Subtotal	\$264,561	\$15,127	\$279,688
General & Administrative Rate (7.30%) ^{1/}	19,313	1,104	20,417
Grand Total	\$283,874	\$16,231	\$300,105

^{1/} Per overhead agreement of 3/19/74, provisional overhead rate is 7.30% for period 7/1/72 "till further amended". This contract began 11/1/72.

bb

C. Subject to the GENERAL PROVISIONS and the SPECIAL PROVISIONS, pharmaceuticals and medical and dental supplies needed for the HACHO project are eligible for reimbursement.

5. Reference ARTICLE XI - SPECIAL PROVISIONS, add the following:

"No. 5. Subject to the General Provisions, pharmaceuticals and medical and dental supplies as listed in HACHO Form C (4/10/72) are eligible for financing under this contract. By reference HACHO Form C (4/10/72) is hereby incorporated into this contract."

All other conditions remain unchanged.

Mrs. Bode

MEMORANDUM

May 31, 1974

TO : Distribution
FROM : CM/SD/OSC, ^{ASD.} Donald B. Dickie
SUBJECT: Contract No. AID/CM/LA-C-73-4 between A.I.D. and
the Cooperative for American Relief Everywhere, Inc. (CARE)

This transmits one copy of a Negotiated Indirect Cost Rate Agreement dated May 21, 1974. This Agreement is also Amendment No. 3 to the subject Contract.

The purpose of this Amendment is to establish final and/or provisional indirect cost rate.

If additional copies are required, please contact CM/SD/OSC.

DISTRIBUTION:

CM/SD/SUP, M. Bode
CM/SD/SUP, E. Anis
CM/SD/SUP, T.B. Tighe (2 copies)
SER/FM, F. McElroy
AC/AUD, W. Stanford (2 copies)

Contracting Officer, CM/ROD/LA, Mr. S. D. Heishman

Project Manager, LA/CAR, Mr. G. Gower

USAID/_____

68

ORIGINAL
AGENCY FOR INTERNATIONAL DEVELOPMENT
WASHINGTON, D.C. 20523

NEGOTIATED INDIRECT COST RATE AGREEMENT

Date: May 21, 1974

SUBJECT : Indirect Cost Rates for Use in Cost Reimbursement Type Agreements With the Agency for International Development (A.I.D.)

REFERENCE : DCAA Audit Report No. 501-05-4-0656

INSTITUTION : Cooperative for American Relief Everywhere, Inc. (CARE)
or
660 First Avenue
OTHER New York, New York 10016

PART I - NEGOTIATED INDIRECT COST RATES:

<u>Type</u>	<u>Effective Period</u>		<u>Rate(%)</u>	<u>Designation</u>
	<u>From</u>	<u>Thru</u>		
Final	7-1-72	6-30-73	7.08	General & Administrative
Provisional	7-1-73	Until Amended	7.00	General & Administrative

Base of Application:

Total direct costs.

Unless otherwise indicated, the above rates are provisional after the latest date shown for each rate designation, until amended.

* SEE PART III FOR APPLICATION OF THESE RATES TO A.I.D. AGREEMENTS.

(OVER)

69x

PART II - ITEMS NORMALLY TREATED AS DIRECT COSTS:

PART III - SPECIAL TERMS AND CONDITIONS:

Pursuant to §7-3.705 of the Agency for International Development Procurement Regulations (AIDPR), the negotiated indirect cost rates set forth in Part I of this Agreement are incorporated into A.I.D. agreements as follows:

Contract No. AID/CM/1a-C-73-4 Amendment No. 3 PIO/T No. 521-061-3-30005

Grant No. AID/1a-425 Amendment No. 18 PIO/T No. 521-061-3-20001

SUP. DIVISION

ACCEPTED:

BY 

Richard Vogler

PRINTED OR TYPED NAME

Director, Financial Control Department

TITLE

May 28, 1974

DATE


Francis B. Moncada

CONTRACTING OFFICER
Overhead and Special Cost
Branch
Contract Support Division
Office of Contract Management
Agency for International Development

DISTRIBUTION:	CM/ROD	CM/COD	OTHER
	AFR	<input checked="" type="checkbox"/> TAB	<input checked="" type="checkbox"/> AG/AUD
	ASIA	PHA	<input checked="" type="checkbox"/> CM/SD/SUP
<input checked="" type="checkbox"/> LA		OTR	<input checked="" type="checkbox"/> SER/FM
	SA		

WHD

COPIES LA/CAR

70

Mrs. Bode

MEMORANDUM

April 11, 1974

TO : Distribution
FROM : CM/SD/OSC, ^{OB ilike for} F. J. Moncada
SUBJECT: Contract No. AID/CM/1a-C-73-4 between A. I. D. and
Cooperative for American Relief Everywhere, Inc. (CARE).

This transmits one copy of a Negotiated Indirect Cost Rate Agreement dated March 19, 1974. This Agreement is also Amendment No. 2 to the subject Contract.

The purpose of this Amendment is to establish final and/or provisional indirect cost rates.

If additional copies are required, please contact CM/SD/OSC.

DISTRIBUTION:

CM/SD/SUP, M. Bode
CM/SD/SUP, E. Amis
CM/SD/SUP, T. B. Tighe (2 copies)
SER/FM, F. McElroy
AG/AUD, W. Stanford

Contracting Officer, CM/ROD/LA, Mr. S. D. Heisman

Project Manager, LA/CAR, Mr. G. Gower

USAID/_____

ORIGINAL

AGENCY FOR INTERNATIONAL DEVELOPMENT
WASHINGTON, D.C. 20523

NEGOTIATED INDIRECT COST RATE AGREEMENT

Date: March 19, 1974

SUBJECT : Indirect Cost Rates for Use in Cost Reimbursement Type Agreements With the Agency for International Development (A.I.D.)

REFERENCE : AG/AID Report No. 74-254

INSTITUTION : Cooperative for American Relief Everywhere, Inc. (CARE)
or
660 First Avenue
OTHER New York, New York 10016

PART I - NEGOTIATED INDIRECT COST RATES:

<u>Type</u>	<u>Effective Period</u>		<u>Rate(%)</u>	<u>Designation</u>
	<u>From</u>	<u>Thru</u>		
Final	7-1-67	6-30-68	8.79	General & Administrative
Final	7-1-68	6-30-69	8.42	General & Administrative
Final	7-1-69	6-30-70	8.09	General & Administrative
Final	7-1-70	6-30-71	8.11	General & Administrative
Final	7-1-71	6-30-72	8.61	General & Administrative
Provisional	7-1-72	Until Amended	7.30	General & Administrative

Base of Application:

Total direct costs.

Unless otherwise indicated, the above rates are provisional after the latest date shown for each rate designation, until amended.

* SEE PART III FOR APPLICATION OF THESE RATES TO A.I.D. AGREEMENTS.

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PART II - ITEMS NORMALLY TREATED AS DIRECT COSTS:

PART III - SPECIAL TERMS AND CONDITIONS:

Pursuant to §7-3.705 of the Agency for International Development Procurement Regulations (AIDPR), the negotiated indirect cost rates set forth in Part I of this Agreement are incorporated into A.I.D. agreements as follows:

Contract No. AID/CM/La-C-73-4,	Amendment No. 2,	PIO/T 521-061-3-30005
Grant No. AID/La-425,	Amendment No. 17,	PIO/T 521-061-3-20001
Contract No. AID/afr-637,	Amendment No. 4,	PIO/T 620-793(10)-3-02052
Contract No. AID/afr-638,	Amendment No. 4,	PIO/T 620-793(9)-3-02053
Grant No. AID/csd-2471,	Amendment No. 3,	PIO/T 931-11-560-846-73-3195013
Grant No. AID/csd-2464,	Amendment No. 2,	PIO/T 931-11-560-846-73-3195006

ACCEPTED:

BY Richard Vogler
 Director, Financial Control Department
 PRINTED OR TYPED NAME

Francis J. Moncada
 Francis J. Moncada

CONTRACTING OFFICER
 Overhead and Special Cost
 Branch
 Contract Support Division
 Office of Contract Management
 Agency for International Development

April 4, 1974
 DATE

DISTRIBUTION:

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X	AFR	X TAB
	ASIA	PHA
X	LA	OTR
	SA	

OTHER

X	AG/AUD	
X	CM/SD/SUP	
X	SER/FM	
X	TA/N	X LA/CAR
X	AFR/CSA	

FTM

1. Amendment No. 1	2. Effective Date of amendment May 1, 1973	3. Contract No. AID/CM/1a-C-73-4	4. Effective Date November 1, 1972
5. CONTRACTOR (Name and Address) CARE, Inc. 660 First Avenue New York, New York 10016		6. Administered by - USAID/HAITI	
7. PIO/T No. 521-061-3-30006 Appropriation No. 72-1131010 Allotment Symbol - 395-50-521-00-69-31 Amount Obligated: \$137,074		8. Previous PIO/Ts - 521-061-3-20013 - \$96,000 521-061-3-30005 - 8,066 \$104,066	

9. The above numbered Contract is hereby modified as follows:
1. In the TABLE OF CONTENTS following Article XI - SPECIAL PROVISIONS, add: Article XII - COMMODITY SUPPORT.
 2. Delete Article II - LEVEL OF EFFORT

The following level of effort which is authorized for the period May 1, 1973 to March 31, 1974 is hereby added to and made a part of this contract.

(Con't. Page 2)

10. This amendment is entered into pursuant to the authority of the Foreign Assistance Act of 1961, as amended, and Executive Order No. 11223. Except as herein provided, all terms and conditions of the contract referenced in Block #3 remain unchanged and in full force and effect.

11. Contractor is required to sign this document and return 5 copies to issuing office.

12. CONTRACTOR
CARE INC.
By: F. Nestor Cragg

(Name typed or printed)

Title Assistant Executive Director

Date July 26, 1973

UNITED STATES OF AMERICA
AGENCY FOR INTERNATIONAL DEVELOPMENT
By: S. D. Heishman

S. D. HEISHMAN

(Name typed or printed)

Title Contracting Officer

Date July 31, 1973

BEST AVAILABLE COPY

<u>Number</u>	<u>Position Description</u>	<u>Man-Months</u>
1	Administrative Advisor	11
1	Assistant Administrative Advisor	11
1	Field Operations Advisor	11"

3. Delete ARTICLE III in its entirety and in lieu thereof incorporate the following:

"ARTICLE III - PERIOD OF CONTRACT

The effective date of this contract is November 1, 1972 and the completion date is March 31, 1974."

4. Under ARTICLE IV - ESTIMATED COST, delete "\$104,066" and in lieu thereof insert "\$291,140".
5. Under ARTICLE V - BUDGET, delete in its entirety and in lieu thereof insert:

"The following budget sets limitations for reimbursement of dollar costs for individual line items. Without prior written approval of the Contracting Officer, the Contractor may not exceed the grand total set forth in the budget hereunder or exceed the dollar costs for any individual line item by more than 15% of such line item.

APPROVED BUDGET NO. 2

<u>Line Item</u>	<u>Total Actual and Estimated</u> Fr: 11/1/72 To: 4/30/73	<u>Estimated</u> Fr: 5/1/73 To: 3/31/74	<u>Total</u> Fr: 11/1/72 To: 3/31/74	
1. Salaries	\$13,560	\$ 24,842	\$ 38,402	
2. Fringe Benefits	2,170	3,975	6,145	
3. Travel	955	1,822	2,777	
4. Travel (demobilization reserve)	(non-add 7,660)	7,420	7,420	
5. Allowances	6,818	12,379	19,197	
6. Other Direct Costs	2,045	4,400	6,445	
7. Equipment & Materials	60,389	128,524	188,913	
8. 8.11% General and Administrative	6,970	14,871	21,841	
	<u>Total</u>	<u>\$92,907</u>	<u>\$198,233</u>	<u>\$291,140</u> Grand Total

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6. Under ARTICLE X - ESTABLISHMENT OF OVERHEAD RATE, under General and Administrative Rate - Base - Period, delete "April 30, 1973" and in lieu thereof insert "March 31, 1974."

7. Following ARTICLE XI - SPECIAL PROVISIONS, add:

"ARTICLE XII - COMMODITY SUPPORT

Procurement by the Contractor and use of commodities provided for below are subject to terms and conditions of the contract including Clause No. 17 of the General Provisions: Source Requirements of Procurement of Equipment, Vehicles, Materials, Supplies, and Services and Clause No. 18 Subcontracts and Purchase Orders.

<u>Quantity</u>	<u>Description</u>	<u>Estimated Cost</u> *
1	Truck (stake bed type)	\$ 6,963(1)
1	Truck, pick-up type	4,061(1)
3	Commando type vehicles (replacement)	12,000(2)
2	Wagoneer type vehicles (replacement)	10,000 (2)
2	Jeep type vehicles (CJ-5 or CJ-6) (replacement)	<u>8,000 (2)</u>
	Vehicle-subtotal	\$41,024
	* Estimated costs of all vehicles include the cost of spare parts, transportation, surcharges, etc.	
	Drugs and medical supplies	82,500
	Dental and laboratory equipment and supplies	. 5,000
	Total	<u>\$128,524"</u>

(1) Pursuant to General Provision No. 19 "Subcontracts and Purchase Orders" the Contractor is authorized to purchase the two trucks subject to compliance with the source requirements of General Provision 17 and compliance with G.S.A. cost and specification standards.

(2) Purchase of the commando type vehicles, wagoneer type vehicles and jeep type vehicles are subject to prior Contracting Officer approval as provided by General Provision 19.

COST REIMBURSEMENT TYPE CONTRACT

AGENCY FOR INTERNATIONAL DEVELOPMENT
 NEGOTIATED CONTRACT NO. AID/G/1a-3-73-4

CONTRACT TYPE
 Cost Reimbursement

NEGOTIATED PURSUANT TO THE FOREIGN ASSISTANCE ACT OF 1961, AS AMENDED, AND EXECUTIVE ORDER 11223 AMOUNT \$104,066

CONTRACT FOR: Rural Community Development (HACHO) Project No. 52-15-810-061

ISSUING OFFICE (Name and Address) Office of Contract Management Regional Operations Division Latin American Branch Agency for International Development Department of State Washington, D.C. 20523	CONTRACTOR (Name and Address) CARE, Inc. NAME 660 First Avenue STREET ADDRESS New York, New York 10016 CITY, STATE AND ZIP CODE
ADMINISTRATION BY OFFICE of the A.I.D. Representative, c/o American Embassy Port-au-Prince, Haiti	COGNIZANT SCIENTIFIC/TECHNICAL OFFICE ARA-LA/CAR and LA/MRSD
MAIL VOUCHERS (Original & 3 copies) TO: Agency for International Dev. Office of Controller, SER/EM/FSD Washington, D.C. 20523	ACCOUNTING AND APPROPRIATION DATA PIO/T NO. (See Attachment A) APPROPRIATION NO. ALLOTMENT NO.
EFFECTIVE DATE	ESTIMATED COMPLETION DATE

TYPES OF BUSINESS (CHECK APPROPRIATE BOX(ES))

<input type="checkbox"/>	SOLE PROPRIETORSHIP	<input type="checkbox"/>	SMALL BUSINESS
<input type="checkbox"/>	PARTNERSHIP	<input type="checkbox"/>	LABOR SURPLUS AREA
<input type="checkbox"/>	JOINT VENTURE	<input checked="" type="checkbox"/>	CORPORATION, INCORPORATED IN THE DISTRICT OF COLUMBIA (Non-Profit)

The United States of America, hereinafter 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 2 Pages, including the Table of Contents and the General Provisions (form AID 1420-1C, & AID, dated 9/72).

NAME OF CONTRACTOR CARE, Inc.	UNITED STATES OF AMERICA AGENCY FOR INTERNATIONAL DEVELOPMENT
BY (Signature of authorized individual) <i>F. Merton Cregger</i>	BY (Signature of Contracting Officer) <i>William L. Pinholster</i>
TYPED OR PRINTED NAME F. Merton Cregger	TYPED OR PRINTED NAME William L. Pinholster
TITLE Assistant Executive Director	CONTRACTING OFFICER
DATE January 26, 1973	DATE <i>January 30, 1973</i>

Contract No. AID/CM/1a-C-73-4
Attachment A

ACCOUNTING AND APPROPRIATION DATA

APPROPRIATION NO. 72-1121010
ALLOTMENT NO. 295-55-521-00-69-21
PIO/T NO. 521-061-3-20013

APPROPRIATION NO. 72-1131010
ALLOTMENT NO. 395-55-521-00-69-31
PIO/T NO. 521-061-3-30005

TABLE OF CONTENTS

SCHEDULE

The Schedule, on pages 1 through 8 , consists of this Table of Contents and the following Articles:

- Article I - Statement of Work
- Article II - Level of Effort
- Article III - Period of Contract
- Article IV - Estimated Cost
- Article V - Budget
- Article VI - Costs Reimbursable and Logistic Support to Contractor
- Article VII - Personnel Compensation
- Article VIII - Reports
- Article IX - Voucher Certification
- Article X - Establishment of Overhead Rate
- Article XI - Special Provisions

GENERAL PROVISIONS

The General Provisions applicable to this contract consist of form AID 1420-41C entitled "General Provisions - Cost Reimbursement Type Contract", dated 7/72, which includes provisions 1 through 41; and form AID 1420-41D entitled "Additional General Provisions - Cost Reimbursement Type Contract", dated 7/72, which includes provisions 1 through 14.

SCHEDULE

ARTICLE I. STATEMENT OF WORK

For a period as hereinafter set forth in the Schedule, the Contractor shall provide technical guidance, administrative expertise, and project related commodities to the Haitian - American Community Help Organization, (hereinafter referred to as HACHO), a semipublic regional rural development organization, which is governed by an Advisory Board composed of members from various agencies of the Government of Haiti and the United States Embassy, and responsible for the strengthening and maintenance of a community development organization and process in Northwestern Haiti.

In pursuit of the goals of HACHO, the contractor agrees to:

1. Provide the following personnel:

A. Administrative Advisor, based in Port-au-Prince and who shall be the Contractor's chief representative to HACHO for administrative and financial services to be provided to HACHO under this contract. This technician shall provide advice and assistance to the Haitian Director of HACHO for the preparation of the HACHO budget and for the presentation of reports required by this contract. Further, the Administrative Advisor will work with the Haitian Director of HACHO in the aspects of the project which are related to programming and implementation.

B. Assistant Administrative Advisor, based in Port-au-Prince and who shall assist the Administrative Advisor in the fulfillment of his described duties. Further, he shall monitor the daily requirements of the HACHO units in the northwest of Haiti, and coordinate relations between the Central Office in Port-au-Prince and the various units. In the fulfillment of this task, he shall devote a portion of his time with each of the units, surveying their operations. Further, he shall serve as the Administrative Advisor during the latter's absences.

C. Field Operations Advisor, based in the Gonaives field office who shall provide technical operational guidance for the function of that office which will include a garage for the housing and maintenance of HACHO vehicles. He shall provide operational guidance to the various HACHO units and report to the HACHO Central Office in Port-au-Prince on their progress and problems. His duties will include assistance to the Administrative Advisor and to the Haitian Director of HACHO in programming matters.

The above technicians shall cooperate closely with the Advisory Council and the Haitian Director of HACHO in the determining of material and financial needs of the project for given periods of time and the degree to which HACHO should stress the various aspects of its efforts in community development and services, for example; general health, capital development, road construction, family planning, agricultural development and literacy campaigns. They shall also concentrate on providing guidance to all personnel concerned with HACHO on methods of obtaining support for HACHO's activities from various Haitian and international agencies, particularly in the area of financial and technical support. The Administrative Advisor shall jointly approve with the Haitian Director of HACHO the use of AID funds in the Special Fund referred to in paragraph 3 below. The contractor recognizes that the gradual evolution of HACHO towards self-sufficiency is the long-term goal for which an emphasis shall be made.

2. Provide for procurement in the United States of drugs, medical supplies, vehicles and related equipment and spare parts, and various miscellaneous equipment and supplies necessary for the continuation of the HACHO program. The contractor's administrative advisory personnel working with the Haitian Director of HACHO or his designee, shall take necessary action to assure that the selection of all supplies, materials, and commodities necessary for HACHO's activities shall be in accordance with policy guidelines as may be established from time to time by the Advisory Board. The purchase of such supplies shall be subject to the joint approval of the contractor's Administrative Advisor and the Haitian Director of HACHO or his designee.

3. Provide for the financial management and disbursement of AID funds provided for the HACHO program. The contractor's Administrative Advisor shall sign and authorize financial documents and actions jointly with the Haitian Director of HACHO or his designee when the withdrawal and use of the AID special fund ("Special Fund") on deposit with the Central Bank of the Republic of Haiti is required. The contractor's administrative personnel shall provide advice and assistance to HACHO relative to the financial and accounting records necessary for proper administration and utilization of AID funds.

4. Provide advice concerning the selection and assignment of employees from agencies of the Government of Haiti to HACHO. The contractor's Administrative Advisor shall collaborate with the Haitian Director of HACHO or his designee and the Advisory Board of HACHO in the selection of employees from Haitian government agencies for assignments within HACHO. Employees from Haitian government agencies shall be assigned to and separated from HACHO with the joint approval of the Administrative Advisor and the Haitian Director of HACHO or his designee.

5. Provide advice concerning field operations reporting. The contractor's administrative personnel shall advise HACHO with regard to the establishment and use of a system for the reporting of HACHO's field operations which will take evaluation principles into account.

ARTICLE II. LEVEL OF EFFORT

For the period from November 1, 1972 to April 30, 1973, the following personnel are authorized under this contract:

<u>Number</u>	<u>Position Description</u>	<u>Man-Months</u>
1	Administrative Advisor	6
1	Assistant Administrative Advisor	6
1	Field Operations Advisor	6

ARTICLE III. PERIOD OF CONTRACT

The effective date of this contract is November 1, 1972 and the completion date is April 30, 1973.

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ARTICLE IV. ESTIMATED COST

The total estimated cost of this contract to the Government is \$104,066.

ARTICLE V. BUDGET

The following budget sets limitations for reimbursement of dollar costs for individual line items. Without prior written approval of the Contracting Officer, the Contractor may not exceed the grand total set forth in the budget hereunder or exceed the dollar costs for any individual line item by more than 15% of such line item.

<u>Firm Budget</u>	Fr: 11/1/72
	To: 4/30/73
Salaries	\$ 12,798
Fringe Benefits	2,047
International Travel	165
Other Travel & Transportation (Demobilization)	7,660
Allowances	4,339
*Other Direct Costs	7,500
Equipment & Materials	61,750
General & Administrative Rate at 8.11%	7,807
	<u>\$104,066</u>

*Other Direct Costs consist of direct Procurement and Program support at approximately \$1,250 per month.

ARTICLE VI. COSTS REIMBURSABLE AND LOGISTIC SUPPORT TO CONTRACTOR

A. United States Dollar Costs

The United States dollar costs allowable under the contract shall be limited to reasonable, allocable, and necessary costs determined in accordance with General Provision 9 of this Contract entitled "Allowable Cost, Fixed Fee, and Payment".

B. Logistic Support

*The following logistic support shall be provided to the Contractor, in kind, by the cooperating country:

1. Office Space
2. Office Equipment
3. Transportation in Cooperating Country
4. Interpreter Services

*It should be noted that such logistic support is provided mainly as a result of expenditures made heretofore under AID-CARE Grant number AID/1a-425.

ARTICLE VII. PERSONNEL COMPENSATION

A. Limitations

Compensation of personnel which is charged as a direct cost under this contract, like other costs will be reimbursable in accordance with Article VI of the Schedule entitled "Costs Reimbursable and Logistic Support to Contractor" and General Provision 9 entitled "Allowable Cost, Fixed Fee, and Payment" and other applicable provisions of this contract but subject to the following additional specific understandings which set limits on items which otherwise would be reasonable, allocable and allowable.

1. Approvals

Salaries and wages may not exceed the Contractor's established policy and practice, including the Contractor's established pay scale for equivalent classifications of employees, which will be certified to by the Contractor, nor may any individual salary or wage, without approval of the Contracting Officer, exceed the employee's current salary or wage or the highest rate of annual salary or wage received during any full year of the immediately preceding three years, provided that if the work is to be performed by employees serving overseas for a period in excess of one year, the normal base salary may be increased in accordance with the Contractor's established policy and practice, but may not be increased to more than 110% of the base U.S. salary, excluding benefits. There is a ceiling

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on reimbursable salaries and wages paid to a person employed directly under the contract of the maximum salary rate of FSR-1 (or the equivalent daily rate of the maximum FSR-1 salary if compensation is not an annual basis), unless advance written approval is given by the Contracting Officer.

2. Salaries During Travel

Salaries and wages paid while in travel status will not be reimbursed for a travel period greater than the time required for travel by the most direct and expeditious air route.

3. Return of Overseas Employees

Salaries and wages paid to an employee serving overseas who is discharged by the Contractor for misconduct or security reasons will in no event be reimbursed for a period which extends beyond the time required to return him promptly to his point of origin by the most expeditious air route plus accrued vacation leave.

4. Merit or Promotion Increases

Merit or promotion increases may not exceed those provided by the Contractor's established policy and practice. With respect to employees performing work overseas under this contract, one merit or promotion increase of not more than 5% of the employee's base salary pay, subject to the Contractor's established policy and practice, be granted after employee's completion of each twelve month period of satisfactory services under the contract. Merit or promotion increases exceeding these limitations or exceeding the maximum salary of FSR-1 may be granted only with the advance written approval of the Contracting Officer.

5. Third Country and Cooperating Country Nationals

No compensation for third country or cooperating country nationals will be reimbursed unless their use under the contract is authorized in the Schedule or has the prior written approval of the Contracting Officer. Salaries and wages paid to such persons may not, without specific written approval of the Contracting Officer, exceed either the Contractor's established policy and practice, or the level of salaries paid to equivalent personnel by the A.I.D. Mission in the Cooperating Country; or the prevailing rates in the Cooperating Country as determined by A.I.D., paid to personnel of equivalent technical competence.

6. Work Week

(a) Non-Overseas Employees. The work week for the Contractor's non-overseas employees shall not be less than the established practice of the Contractor.

(b) Overseas Employees. The work week for the Contractor's overseas employees shall not be less than 40 hours and shall be scheduled to coincide with the work week for those employees of the A.I.D. Mission and the Cooperating Country associated with the work of this contract.

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 and other allowances associated with overseas service, except as 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 and other charges.

ARTICLE VIII. REPORTS

The following shall be provided in lieu of the reports required by (a)(1) and (c) of General Provision 16 "Reports (Dec. 1971)".

The Contractor's administrative personnel assigned to HACHO shall prepare quarterly reports in the English language, summarizing HACHO's operations during the preceding quarter, which shall include problems encountered in administration and operations, efforts made to solve these problems and recommendations for improving operations. As a basis for these reports, the Contractor's administrative personnel may use whatever system of internal reporting they may wish to design with the Haitian Director of HACHO and the Haitian personnel assigned to the Central Office, the field office in Gonaives, and the HACHO units in the northwest of Haiti. Quarterly reports shall be completed within three weeks after the end of each quarter. Three copies of each quarterly report shall be submitted to the U.S. Embassy in Port-au-Prince, one copy to the Advisory Board of HACHO, and two copies to each of the following Haitian governmental departments: Department of Public Health and Population, Department of Foreign Affairs, Department of Finance and Economics, Department of Agriculture, Natural Resources, and Rural Development, and the Department of Public Works.

ARTICLE IX. VOUCHER CERTIFICATION

In addition to the certification required by General Provision 9 "Allowable Cost, Fixed Fee and Payment: (Dec. 1970)" the Contractor shall place on or attached to each voucher the following certification:

"I hereby certify that amounts invoiced herein do not exceed the lower of (i) the contract price, or (ii) maximum levels established in accordance with Executive Order 11640, January 26, 1972."

ARTICLE X. ESTABLISHMENT OF OVERHEAD RATE

Pursuant to the provisions of the Clause 10 of the General Provisions of this contract entitled "Negotiated Overhead Rates", a rate shall be established for the period beginning November 1, 1972 and ending April 30, 1973.

Pending establishment of final overhead rates for the initial period, provisional payments on account of allowable indirect costs shall be made on the basis of the following negotiated provisional rate applied to the bases which are set forth below:

<u>General and Administrative Rate</u>	<u>Base</u>	<u>Period</u>
8.11%	All Direct Costs	11/1/72 - 4/30/73

ARTICLE XI. SPECIAL PROVISIONS

1. In instances of disagreement between the Contractor's administrative personnel and the Haitian Director of HACHO concerning the implementation of HACHO projects, the Advisory Board of HACHO shall be asked to arbitrate. The results of such arbitration shall be considered binding, by both the Contractor's Administrative personnel and the Haitian Director of HACHO, provided that it not be in conflict with AID regulations and policies concerning the use of AID funds.
2. An extension of this contract is envisioned, at the sole discretion of AID, subject to the availability of funds.
3. Reasonable off-duty use of HACHO vehicles by Contractor personnel is authorized subject to the approval of HACHO.
4. Administration of this contract shall be by the Office of the AID Representative, c/o U.S. Embassy in Port-au-Prince.

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GENERAL PROVISIONS

Cost Reimbursement Type Contract

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1. DEFINITIONS (DEC. 1970)

(a) "Administrator" shall mean the Administrator or the Deputy Administrator of the Agency for International Development.

(b) "A.I.D." shall mean the Agency for International Development.

(c) "Consultant" shall mean any especially well qualified person who is engaged, on a temporary or intermittent basis to advise the Contractor and who is not an officer or employee of the Contractor who performs other duties for the Contractor.

(d) "Contracting Officer" shall mean the person executing this contract on behalf of the United States Government, and any other Government employee who is a properly designated Contracting Officer; and the term includes, except as otherwise provided in this contract, the authorized representative of a Contracting Officer acting within the limits of his authority.

(e) "Contractor Employee" shall mean an employee of the Contractor assigned to work under this contract.

(f) "Cooperating Country or Countries" shall mean the foreign country or countries in or for which services are to be rendered hereunder.

(g) "Cooperating Government" shall mean the government of the Cooperating Country.

(h) "Economy Class" air travel (also known as jet economy, air coach, tourist class, etc.) shall mean a class of air travel which is less than first class.

(i) "Federal Procurement Regulations (FPR)," when referred to herein shall include Agency for International Development Procurement Regulations (AIDPR).

(j) "Government" shall mean the United States Government.

(k) "Mission" shall mean the United States A.I.D. Mission to, or principal A.I.D. office in, the Cooperating Country.

(l) "Mission Director" shall mean the principle officer in the Mission in the Cooperating Country, or his designated representative.

2. CHANGES (DEC. 1970)

(a) The Contracting Officer may at any time, by a written order, and without notice to the sureties, if any, make changes, within the general scope of this contract, in any one or more of the following: (1) statement of work or services, (2) drawings, designs, or specifications, (3) method of shipment or packing, (4) place of inspection, delivery, or acceptance, and (5) the amount of logistic support and property of the United States or Cooperating Government to be furnished or made available to the Contractor for

ADDITIONAL GENERAL PROVISIONS

COST REIMBURSEMENT TYPE CONTRACT

(Additional General Provisions for Overseas Cost Type Contract are also attached hereto, and except for the clauses omitted as specified on the preceding pages, such Additional General Provisions are incorporated in this contract.)

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- | | |
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| 1. Definitions | 9. Orientation and Language Training |
| 2. Leave and Holidays | 10. Insurance—Workmen's Compensation, Private Automobiles, Marine and Air Cargo |
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| 5. Marking | 13. Contractor-Mission Relationships |
| 6. Personnel | 14. Notice of Changes in Regulations |
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| 8. Conversion of United States Dollars to Local Currency | |

1. DEFINITIONS (DEC. 1970)

(a) "Dependents" shall mean:

- (1) Spouse
- (2) Children (including step and adopted children) who are unmarried and under 21 years of age or, regardless of age, are incapable of self support.
- (3) Parents (including step and legally adoptive parents) of the employee or of the spouse, when such parents are at least 51 percent dependent on the employee for support.
- (4) Sisters and Brothers (including step or adoptive sisters or brothers) of the employee, or of the spouse, when such sisters and brothers are at least 51 percent dependent on the employee for support, unmarried and under 21 years of age, or regardless of age, are incapable of self support.

(b) "Local Currency" shall mean the currency of the Cooperating Country.

(c) "Regular Employee" shall mean a Contractor employee appointed to serve one year or more in the Cooperating Country.

(d) "Short-Term Employee" shall mean a Contractor employee appointed to serve less than one year in the Cooperating Country.

(e) "Traveler" shall mean Contractor's Regular Employees, Dependents of the Contractor's Regular Employees, the Contractor's Short-Term Employees, Consultants and, as authorized by the Contracting Officer, the Contractor's Officers and Executives, or other persons.

2. LEAVE AND HOLIDAYS (DEC. 1970)

(a) *Vacation Leave.* Contractor may grant to personnel employed under this contract vacations of reasonable duration in accordance with Contractor's

usual practice, but in no event shall vacation leave be earned at a rate exceeding 26 working days per annum. It is understood that vacation leave is provided under this contract primarily for the purpose of affording necessary rest and recreation to regular employees during their tours of duty in the Cooperating Country. The Contractor will use its best efforts to arrange that earned vacation leave will be used for the above stated purpose during the employee's tour of duty unless the interest of the project dictates otherwise. Lump-sum payments for vacation leave earned but not taken shall be reimbursed in accordance with Subpart 1-15.2 of the Federal Procurement Regulations in effect on the date of this contract.

(b) *Sick Leave.* Sick leave may be granted in accordance with the Contractor's usual practice but not to exceed 13 working days per annum. Additional sick leave after use of accrued vacation leave may be advanced in accordance with Contractor's usual practice if, in the judgment of the Contractor, and with the prior approval of the Contracting Officer, it is determined that such additional leave is in the best interest of the project. In no event shall such additional leave exceed 30 calendar days. Contractor agrees to reimburse A.I.D. for leave used in excess of the amount earned during the regular employee's assignment under this contract. Sick leave earned and unused at the end of a regular tour of duty may be carried over to a succeeding tour of duty. Unused sick leave is not reimbursable under this contract.

(c) *Home Leave*

(1) For Contractor's regular employees who have served two years overseas (which period includes orientation in the United States) under this contract