

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.

ADMINISTRATION BY OFFICE of the A.I.D.
Representative, c/o American Embassy
Port-au-Prince, Haiti

NAME
660 First Avenue
STREET ADDRESS
New York, New York 10016
CITY, STATE AND ZIP CODE

MAIL VOUCHERS (Original & 3 copies)
TO: Agency for International Dev.
Office of Controller, SER/EM/FSD
Washington, D.C. 20523

COGNIZANT SCIENTIFIC/TECHNICAL OFFICE
ARA-LA/CAR and LA/MRSD

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

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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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