NOTE: A review of these contracts will show that certain specific information has been omitted or redacted. These are standard types of omissions or redactions and have been made in accordance with Federal law, for instance, in order to safeguard business proprietary information as well as to preserve privacy and security.

(Contract begins on next page)

AWARD/CONTRACT

1 THIS CONTRACT IS RATED ORDER UNDER DPAS (15 CFR 350) | RATING | PAGE 1 OF PAGES 46

2 CONTRACT NO (Proc Inst Ident) EDG-C-00-03-00011-00

3 EFFECTIVE DATE 03-26-2003

4 REQUISITION/PURCHASE REQUEST/PROJECT NO MAARD#267-002-3-03005 + Amend #1

5 ISSUED BY CODE dpds
US Agency for International Development
Office of Procurement, M/OP/GH/HSR
Rm. 7.09-071, RRB
1300 Pennsylvania Avenue, NW
Washington DC 20523-7803

6 ADMINISTERED BY (If other than Item 5) CODE dpds
US Agency for International Development
Asia Near East Bureau (ANE)
1300 Pennsylvania Avenue, NW
Washington DC 20523

7 NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, State and ZIP Code)
Creative Associates International, Inc.
5301 Wisconsin Avenue, NW
Suite 700
Washington DC 20015

CODE n/a FACILITY CODE n/a

8. DELIVERY
☐ FOB ORIGIN ☒ OTHER (See below)

9. DISCOUNT FOR PROMPT PAYMENT
n/a

10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN: ITEM See Section G.4

11. SHIP TO/MARK FOR CODE n/a
n/a

12. PAYMENT WILL BE MADE BY CODE n/a
See Section G.4

13 AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION
☐ 10 U.S.C. 2304(c)(_) ☐ 41 U.S.C. 253(c)(_)

14. ACCOUNTING AND APPROPRIATION DATA
See Section G.5

15A ITEM NO.	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
	Technical Assistance for the Base Period CLIN 0001 to CLIN 0011				$62,628,119.00
				15G. TOTAL AMOUNT OF CONTRACT	$62,628,119.00

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CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

17 X CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return All copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)

18. ☒ AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number M/OP-03-EDU2, including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.

19A. NAME AND TITLE OF SIGNER (Type or print)
M. CHARITO KRUVANT, PRESIDENT & CEO

20A. NAME OF CONTRACTING OFFICER
Lisa M. Bilder
Contracting Officer, M/OP/GH

19B. NAME OF CONTRACTOR BY M. Charito Kruvant (Signature of person authorized to sign) 19C. DATE SIGNED 4/11/03

20B. UNITED STATES OF AMERICA BY Lisa M. Bilder (Signature of Contracting Officer) 20C. DATE SIGNED 4/11/03

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PART I - THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS

B.1 PURPOSE

The purpose of this contract is to procure and provide technical and other assistance to facilitate rapid school enrollment and retention in primary and secondary schools.

B.2 CONTRACT TYPE

This is a Cost-Plus-Fixed-Fee (CPFF) Level of Effort term contract. For the consideration set forth below, the Contractor shall provide the deliverables or outputs described in Section C.

B.3 SUPPLIES AND SERVICES

For the consideration set forth below, the Contractor shall, during the period specified in Section F. of this contract, provide the following services and deliver the following reports and other deliverables:

(a) Services

The contractor shall provide the total workdays of direct employee, consultant and/or subcontract labor as set forth in Schedule B, to perform the Statement of Work as further described in Section C. of this contract.

(b) Reports and Other Deliverables

The Contractor shall deliver the quantities or reports and other deliverables as specified in Section C. and F. of this contract.

B.4 ESTIMATED COST, FIXED FEE, AND OBLIGATED AMOUNT

(a) The total estimated cost for the performance of the work required hereunder, exclusive of fixed fee, if any, is (b)(4) . The fixed fee, if any, is (b)(4) The total estimated cost plus fixed fee, if any, is $62,628,119.

(b) Within the estimated cost plus fixed fee (if any) specified in paragraph (a) above, the amount currently obligated and available for reimbursement of allowable costs incurred by the Contractor (and payment of fee, if any) for performance hereunder is $1,000,000.00. The Contractor shall not exceed the aforesaid obligated amount.

(c) The funds currently available and obligated under this contract are $1,000,000 and are anticipated to be sufficient for six months. The Contractor shall not exceed this amount unless approved in writing by the Contracting Officer as provided in the clause of this contract entitled "Limitation of Cost."

B.5 BUDGET

B. 5. (a) The following itemized budget sets forth the estimates for reimbursement of dollar costs for individual line items of cost, and the fixed fee, if any, for providing the services and other deliverables specified in this contract. Without the prior written approval of the Contracting Officer, the Contractor may not exceed the total estimated cost set forth in Section B.3.(a) above, or the obligated amount set forth in Section B.3.(b) above, whichever is less.

B. 5. (b) **ITEMIZED BUDGET** **Base Period** **OPTION YR 1** **OPTION YR 2**

CLIN 0001 – SALARIES/WAGES

Functional Labor Category and Specialist	Workdays Base Period Ordered (12 months)	Workdays Ordered Option YR 1	Workdays Ordered Option YR 2
Project Director (Washington)	(b)(4)	(b)(4)	(b)(4)
Chief of Party (Field)	(b)(4)	(b)(4)	(b)(4)
Senior Education Advisors (2)	(b)(4)	(b)(4)	(b)(4)
Senior Education Planners (3) and Education development Professionals (7)	(b)(4)	(b)(4)	(b)(4)
Administrative Staff (15)	(b)(4)	(b)(4)	(b)(4)
Third Country Nationals/CCNs (Long-Term)	(b)(4)	(b)(4)	(b)(4)
CLIN 0001 – SALARY/WAGES TOTAL ESTIMATED COST CLIN 0001	**BASE PERIOD** (b)(4)	**OPTION YR 1** (b)(4)	**OPTION YR 2** (b)(4)

CLIN 0002 – FRINGE BENEFITS TOTAL ESTIMATED COST CLIN 0002	BASE PERIOD (b)(4)	OPTION YR 1 (b)(4)	OPTION YR 2 (b)(4)
CLIN 0003 – CONSULTANTS (Short-Term, local, US, or TCNs) TOTAL ESTIMATED COST CLIN 0003	BASE PERIOD (b)(4)	OPTION YR 1 (b)(4)	OPTION YR 2 (b)(4)
CLIN 0004 – OTHER DIRECT COSTS (Includes Vehicle Purchase, travel, ..) TOTAL ESTIMATED COST CLIN 0004	BASE PERIOD (b)(4)	OPTION YR 1 (b)(4)	OPTION YR 2 (b)(4)
CLIN 0005 – U.S. SUB-CONTRACTS TOTAL ESTIMATED COST CLIN 0005	BASE PERIOD (b)(4)	OPTION YR 1 (b)(4)	OPTION YR 2 (b)(4)
CLIN 0006 – SUB-CONTRACTS/ SUB-GRANTS TOTAL ESTIMATED COST CLIN 0006	BASE PERIOD (b)(4)	OPTION YR 1 (b)(4)	OPTION YR 2 (b)(4)
CLIN 0007 – KITS for School CHILDREN TOTAL ESTIMATED COST CLIN 0007	BASE PERIOD (b)(4)	OPTION YR 1 (b)(4)	OPTION YR 2 (b)(4)
CLIN 0008– MATERIALS, EQUIPMENT/SUPPLIES FOR SCHOOLS TOTAL ESTIMATED COST CLIN 0008	BASE PERIOD (b)(4)	OPTION YR 1 (b)(4)	OPTION YR 2 (b)(4)
CLIN 0009 – OVERHEAD TOTAL ESTIMATED COST CLIN 0009	BASE PERIOD (b)(4)	OPTION YR 1 (b)(4)	OPTION YR 2 (b)(4)
CLIN 00010 – G&A TOTAL ESTIMATED COST CLIN 00010	BASE PERIOD (b)(4)	OPTION YR 1 (b)(4)	OPTION YR 2 (b)(4)

TOTAL ESTIMATED COST (CLIN 0001-00010)	BASE PERIOD	OPTION YR 1	OPTION YR 2
	(b)(4)	(b)(4)	(b)(4)
CLIN 00011 – FIXED FEE TOTAL ESTIMATED COST CLIN 00011	BASE PERIOD (b)(4)	OPTION YR 1 (b)(4)	OPTION YR 2 (b)(4)
TOTAL ESTIMATED COST PLUS FIXED FEE (CLIN 0001-00011)	BASE PERIOD $62,628,119.	OPTION YR 1 $51,997,218.	OPTION YR 2 $42,514,031.

B. 5. (c) The Contractor also agrees to furnish data which the Contracting Officer may request on costs expended or accrued under this contract in support of the budget information provided herein.

B.6 INDIRECT COSTS (DEC 1997)

Pending establishment of revised provisional or final indirect cost rates, allowable indirect costs shall be reimbursed on the basis of the following negotiated provisional or predetermined rates and the appropriate bases:

Description	Rate	Base	Type	Period
Fringe Benefits	1/	1/	1/	1/
Overhead	(b)(4) 2/	2/	2/	2/
G&A	3/	3/	3/	3/

1/Base of Application: (b)(4)
Type of Rate: Provisional
Period: (b)(4)

2/Base of Application: (b)(4) (b)(4)
Type of Rate: Provisional
Period: (b)(4)

3/Base of Application: (b)(4) (b)(4)
Type of Rate: Provisional
Period: (b)(4)

B.7 ADVANCE UNDERSTANDING ON CEILING INDIRECT COST RATES AND FINAL REIMBURSEMENT FOR INDIRECT COSTS.

(a) For each of the contractor's accounting periods during the term of this contract, the parties agree as follows:

1. (a) The distribution base for establishment of final overhead rates is (b)(4)
(b)(4) (b) The distribution base for establishment of final G&A rates is (b)(4)
(b)(4)

2. The contractor will make no change in its established method of classifying or allocating indirect costs without the prior written approval of the contracting officer.

3. Reimbursement for indirect costs shall be at final negotiated rates, but not in excess of the following ceiling rates:

G&A Rate	Overhead Rate
(b)(4)	(b)(4)

4. The government shall not be obligated to pay any additional amount on account of indirect costs above the ceiling rates established in the contract. This advance understanding shall not change any monetary ceiling, cost limitation, or obligation established in the contract.

B.8 COST REIMBURSABLE

The U.S. dollar costs allowable shall be limited to reasonable, allocable and necessary costs determined in accordance with FAR 52.216-7, Allowable Cost and Payment, FAR 52.216-8, Fixed Fee, if applicable, and AIDAR 752.7003, Documentation for Payment.

B. 9 PAYMENT

Payment shall be made in accordance with the clauses of this contract entitled "Allowable Cost and Payment" (FAR 52.216-07), "Prompt Payment" (FAR 52.232-25), "Electronic Funds Transfer" (FAR 52.232-28), "Documentation for Payment" (AIDAR 752.7003), and, if applicable, "Fixed Fee" (FAR 52.216-08) and "Letter of Credit Advance Payments" (AIRDAR 752.232-70).

(END OF SECTION B)

SECTION C – DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

Revitalization of Iraqi Schools and Stabilization of Education (RISE)

I. PURPOSE

This contract serves to promote rapid school enrollment and sustained retention in the school system, thus contributing to democracy, equality, stability, economic growth, and improved well-being of Iraqi families. The short-term focus is upon vulnerable children, i.e. those who either dropped out or never entered school. The longer term objective is to lay the foundation for decentralized, sustainable, quality education at the primary and secondary school levels. The purpose of this RFP is to solicit proposals for implementing a 12-month educational revitalization program. The project will follow closely behind any military action, implementing in areas as they become permissive.

II. BACKGROUND

Status of Education in Iraq and the Arab Region

Because certain educational indicators and data for Iraq are scarce and of questionable reliability, this section also incorporates information from the broader Arab region.

In 1999, the UN Security Council convened a Humanitarian Panel to examine pre-Gulf War Iraq and the effects of the post-war sanctions on the citizens of Iraq. UNICEF reported that the Government of Iraq made sizable investments in the education sector from the mid-1970s until 1990. According to UNESCO, educational policy included provision for scholarships, research facilities and medical support for students. By 1989 the combined primary and secondary enrollment ratio stood at 75% (slightly above the average for all developing countries at 70%, according to the Human Development Report for 1991). Illiteracy had been reduced to 20% by 1987. While Iraq's indicators were inferior to that of other Arab countries such as Egypt, education accounted for over 5% of the state budget in 1989, above the developing country average of 3.8%.[1]

According to a field survey conducted in 1993, in Central and Southern governorates 83% of school buildings needed rehabilitation.[2] Some schools with a planned capacity of 700 pupils serve up to 4,500 students. According to UNICEF, progress in reducing adult and female illiteracy has ceased and regressed to mid-1980 levels. The rising number of street children and children who work can be explained, in part, as a result of increasing rates of school drop-outs and repetition, as more families are forced to rely on children to secure household incomes.

A variety of UN agencies testified before the Panel regarding the cumulative effect of the sanctions and economic decline on the social fabric of Iraq.

UNICEF spoke of a whole generation of Iraqis who are growing up disconnected from the rest of the world. UNESCO commented that children between 5 and 15 years of age were the most affected. According to the Humanitarian Coordinator in Iraq, unemployment and low salaries were forcing Iraqis with higher levels of education to abandon jobs as teachers or doctors and to either emigrate or search for employment as taxi drivers or security guards etc. adding to the problems in the areas of health and education.[3]

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[1] UN Security Council, Iraq Humanitarian Panel Report (New York: UN 1999) §22
[2] UN Security Council, Iraq Humanitarian Report §22
[3] UN Security Council, Iraq Humanitarian Report §22

Enrollments: As of the late 1990s, aggregate school enrollment for all ages (6-23) in Iraq had declined to 53%. Net primary enrollment rates in Arab states average 78%, second lowest among major world regions. According to UNESCO's Education for All Monitoring Report 2002, enrollment rates appear to have stagnated during the 1990s[4]. Again, rates for girls and children living in rural areas are frequently much lower. Barely half of the children in Arab states enroll in middle school, and in Iraq the secondary enrollment ratio is only 20%.

Enrollment Ratios for Iraq[5]

	Total	Male	Female
Primary net enrollment ratio	76.3	82.5	69.8
Adult primary completion rate (not gender disaggregated)	11.6		
Secondary net enrollment ratio	33	39.6	26
Adult secondary completion rate (not gender disaggregated)	4.9		

UNICEF 1999/2000

Equity: The education systems in Arab countries have been split into two parts: high quality, expensive education for an exclusive minority, and poor quality public education for the masses. According to the Arab Human Development Report prepared by the UNDP, it is difficult to pass qualifying exams for higher education without a high quality primary and secondary education. Public education is no longer a means of social advancement in many Arab countries[6].

The effect of both the lack of perceived return on public education and severe economic constraints on enrollment and attainment are reflected in the startling calculations of Barro and Lee, economists at Harvard University.

Extent of schooling of Iraqi youth and adults

Average schooling years in male population over 15	2000	4.562
Average schooling years in female population over 15	2000	3.321
Percentage of no schooling in male population over 15	2000	35.5
Percentage of no schooling in female population over 15	2000	48.4

Quality: Internal Efficiency is the best measurement of quality. As shown in the chart on enrollment ratios, Iraqi education is internally inefficient with many students repeating or dropping out along the way. Fewer than half of those who begin primary school make it to secondary school. It makes little sense to improve access without taking steps to improve retention. Many Iraqi schools are extremely overcrowded due to lack of classroom space and lack of teachers. Many teachers teach double and even triple shifts, resulting in less time on task. Analyses in the Arab Human Development Report indicate that the critical challenges to quality include low levels of knowledge attainment and poor analytical and innovative capacity[7]. The Report also found that problems of quality and relevance have led to poor external efficiency, ie., a significant mismatch between the labor market and development needs and the output of the education systems. This mismatch leads to poor economic and social returns on education. According to the Report, "poor quality has become the Achilles heel of education in the Arab world..."[8]

[4] EFA Global Monitoring Report, p. 49
[5] UNICEF Situation Analysis, 2002
[6] Arab Human Development Report, p. 54.
[7] Arab Human Development Report, p. 54
[8] Arab Human Development Report, p. 54

III. STATEMENT OF WORK (RISE)

USAID's RISE activity is an up to12-month effort designed to provide cooperation at both the policy and classroom levels to facilitate rapid universal enrollment and retention through quality improvement at the primary and secondary levels. This program is intended to produce more positive attitudes and behaviors toward schooling and improved practices in basic education for Iraqi children. Early efforts are targeted toward the most vulnerable children, i.e. those most likely to drop- out of school, have already dropped out, or never entered. While the specific program activities will need to adapt to the changing environment in Iraq, the program will support the Government's education programs in three areas:

- Provision of school materials
- Education reform, with emphasis upon economic planning and accelerated learning
- Teacher upgrading and School Leadership training

The Contractor shall put in place a series of short-term interventions that will stabilize Iraq's education system and get all children back in school. Provision of school materials and equipment, provision of school supplies and accelerated learning materials will accompany physical school reconstruction efforts undertaken within other activities and by other implementers. The Contractor shall also coordinate with other entities engaged in textbook production, needs assessments, teacher training, and distribution of materials and school kits with textbooks.

USAID shall review the contents of all teaching materials before they are distributed. This includes both written materials and the contents of any kits that will be provided to students and teachers.

At the same time, the Contractor shall also engage in short-term efforts to strengthen Iraqi MOE capacity in quality improvement through education planning, financing, and teacher training. These activities will lead to decentralization and long-term reform.

Children who are encouraged to question and participate freely are more likely to become questioning, participatory adults. RISE will promote child-centered, inquiry-based, participatory teaching methods that lay a foundation for democratic practices and attitudes among children and educators and draw families into the life of the school communities. The Contractor shall take the issue of ethnic balance in its program into consideration, and will concentrate on areas where girls have particularly low access to educational services.

Basic equipment and supplies for schools and school children are in very short supply and non-existent in many areas, particularly in rural areas. Poverty, population growth and lower-than-desired investments in the social sectors have caused a deficit in equipment and supplies. Among the materials and equipment needed may include teacher desks, pupil desks, tables, and blackboards as well as perhaps copier machines, computers, and basic software. Supplies for schools may include such materials as maps, Arabic and English Dictionaries, protractors, and visual learning aids. Needed school supplies for children may include notebooks, pencils, book bags, rulers, crayons, and other essential materials which facilitate learning. Learning is hindered when adequate materials are not available. Providing school supplies and materials will contribute to enrollment and retention and will also reduce the burden put on families to cover the costs for their children's education. The Contractor shall also be prepared to print and disseminate appropriate textbooks for primary and secondary grades.

The Contractor shall, therefore, provide materials, equipment and school supplies in a timely manner to reopen in time for the new school year, and to mitigate any disruptions to classroom instruction. A nationwide distribution of school and learning supplies shall begin before the beginning of the school year in collaboration with other implementers who may also be providing materials.

The Contractor, in collaboration with USAID, shall engage the Iraqi Ministry of Education in dialogue to strengthen the educational system and to develop and draft educational policies that improve the quality,

equity, access and cost-effectiveness of education. The Contractor shall work with the Ministry of Education as it attempts to provide education that will strengthen Iraq's economy. This is likely to take the form of Program Advisory Committees in some instances, as well as collaborative working groups with businesses, industries, NGOs and other governmental entities, such as the Ministries of Planning, Labor, Health and

Social Welfare. The Ministry of Education and its in-country partners will be expected to set policies regarding educational standards for students and teachers, and resource manuals for school administrators. Economic planning for the equitable allocation of funds within the education budget, and economic modeling to assure sustainability over time is important. Training of teachers and administrators will also be included. The establishment of educational standards will be closely coordinated with textbook and course content efforts being undertaken by other organizations in order to ensure harmonization of programs and content, in collaboration with the MOE, and compatible timing of activities to be prepared for the beginning of the school year.

In each of the program areas, the Contractor shall establish quantitative and qualitative baseline information and realistic targets and indicators to track progress that are based upon the standard set of UNESCO indicators used to track educational progress world-wide. It is important that the contractor assess the capacity of the MOE to manage data, and to develop data management capacity within the Ministry of Education, including installation of and training on software as needed. The Contractor shall also help assess the salaries of Iraqi education providers and determine an appropriate payroll list for public education staff. The following indicators will be used to monitor progress in terms of the GOI's and the Contractor's overall program objectives: After establishing baselines pertaining particularly to the first two bullets below, specific, numerical targets or benchmarks for each will need to be developed within the first two months of program implementation.

- Improved gross primary and secondary school enrollment, dropout, repetition and completion rates in targeted schools.
- Gender and ethnic disparities reduced.
- Increased access to appropriate school supplies and learning material in the classroom.
- Increased numbers of teachers, education officials and school principals trained in active learning.
- Decentralization framework validated.
- Enhanced public-private partnerships for education service delivery.

Collection, organization, and analysis of data will be critical to monitor progress from the baseline in the medium and long-term and to help determine policy decisions by the MOE. USAID would like to assist the MOE in building its capacity to collect and use educational data. The Contractor shall recruit a full-time specialist in assessment and evaluation to be placed at the MOE to work with the technical head of the assessment department.

The contractor shall also deliver an inventory and description of local, regional, and international NGOs and donors that have the capacity to deliver education related services. It is anticipated that the Contractor may subcontract or sub-grant some of the specific program elements in this SOW. Subcontractors and sub-grantees should have demonstrated experience in similar activities in Iraq or similar Middle-Eastern countries.

Subcontracting partners is defined as "community groups" including the entire gamut from women's groups to municipalities to NGOs.

Activities funded under the RISE program will focus on the three inter-related areas specified below. The Contractor shall coordinate with the USAID-supported infrastructure and reconstruction contractor and logistics contractor, and other organizations, such as UNICEF, as necessary on each of these areas to avoid overlap and ensure that all issues are fully addressed

1. **Rapid Distribution of School Materials, Equipment and Supplies**
Based upon experiences gained elsewhere in the Middle East, the Contractor shall purchase and distribute school materials, equipment and supplies, which may include textbooks, in geographic areas not otherwise served to ensure coverage of all permissible areas. These commodities include, but are not limited to the items described above, and are dependent on the initial needs assessment survey. School supplies to primary and secondary school children will differ according to need. The actual content will be determined based on the needs assessment and what is culturally appropriate.

Results:

1. Within 60 days of commencement of program implementation: the Contractor shall have surveyed 2,500 schools in permissive areas to assess needs and collect baseline information.
2. All schools in permissive areas will have materials and equipment necessary to open for the new school year.
3. Within 6 months of program implementation, students kits shall be delivered to 2.1 million children in 12,500 primary and secondary schools, and these schools shall have the materials and equipment and supplies needed to function at a standard level of quality.
4. By the end of 1 year, student kits should be delivered to 4.2 million children in 25,000 primary and secondary schools and these schools shall have the materials and equipment and supplies needed to function at a standard level of quality.

2. **Education Reform and Accelerated Learning:** Based upon experience gained in Iraq and in the Middle East, the Contractor shall collaborate with the Government to strengthen national and local capacity in policy-making and planning in the education sector. Technical assistance will pave the way for Iraqi management of decentralization of school planning, management and finance. Pilot and demonstration-type projects are expected to form the basis for education policy at the district, governorate and national levels, particularly those which increase accountability. The successful implementation of RISE's three main components depends upon the capacity of the MOE to plan and undertake policy reform. Therefore, the Contractor shall assist the MOE in strategic planning for educational reform. This assistance will take the form of full-time specialists in education planning, economics, curriculum and statistics to be placed at the MOE to work with the technical heads of departments.

Only 33 percent of Iraqi students enroll in secondary schools. Repeaters and dropouts are a significant loss to both the individual and the broader society. To educate those who are not in school, accelerated learning strategies and programs are needed to better match age and grade level. The Contractor shall develop programs that provide a) accelerated schooling for over-age students, especially girls; b) education re-entry programs targeting out of school youth; c) accelerated training programs; and d) alternative methodologies, such as bridge schools.
The Contractor shall explore ways to engage civil society in support of government objectives.

The Contractor shall assist the MOE in the certification and oversight of formal or informal accelerated learning programs, aimed at quickly bringing up the education levels of over-aged students and moving them into age-appropriate education levels. The Contractor shall support the active involvement of the MOE in monitoring and certifying accelerated learning programs. The MOE expects that students in accelerated learning programs will be able to complete one year of schooling in six months or less, using MOE-approved curricular materials.

In the provinces where the baseline evaluation finds the highest levels of primary and middle school dropouts, the Contractor, subcontractors, or sub-grantees (which need not be limited to U.S. institutions) shall implement pilot accelerated learning programs. At least 5 pilot projects in accelerated learning using politically neutral course content should begin within 90 days of arrival in-country. This summer program of accelerated learning, utilizing the expertise of local schoolteachers, and providing them a salary during the

summer months, will prepare children who have recently dropped out of school to re-enter at the appropriate grade level at the start of the next school year. The summer pilot programs should include distribution of school kits, which may include pens, pencils, notebooks and other learning aids appropriate to the course content.

No later than three months after implementation of the pilot programs, and if possible in time for the school year, a nationwide program of accelerated learning shall be designed and ready to implement. This will replace the pilot programs, and should be implemented for sustainability. The Contractor shall ensure that programming is gender conscious, ethnically equitable, and should focus on under-served areas. This program should utilize existing teachers, and may also include radio programming, audio cassettes, and other visual and audio materials.

Results

The Contractor shall ensure that:

- The Contractor is able to deploy to a country in the region within 2 weeks of contract awards
- The principal key personnel and Logistics Advisor in each of the technical teams should be identified within two weeks of contract award and be available in-country to support the MOE within 2 weeks of a permissive environment.
- The Contractor shall conduct rapid education assessments within a week of entering permissive areas of Iraq to include the salaries of workers in the education sector and appropriate payroll lists. These assessments and lists will be shared with the CTO for more general use.
- An inventory, needs assessment and baseline survey of existing primary and secondary schools is conducted within two months of arrival in-country, as areas become permissive. This should be done in close collaboration with other relevant assistance providers to determine needs for textbooks and school supplies, and the infrastructure and reconstruction contractor to determine infrastructure needs of the schools. Please note that USAID will fund rehabilitation and reconstruction of schools and other educational facilities through a separate contract. The RISE contractor shall provide the inventory to the CTO within two months of contract award date. The inventory will be shared with the contractor undertaking infrastructure reconstruction efforts.
- The Contractor shall work with the MOE to collect available gender disaggregated data including school age population, primary, secondary, tertiary gross and net enrollments, repetition, and dropouts within two months of contract award and will generate baseline studies to support further data collection as the program progresses. Mapping of ethnic groups should be included in this work. It is understood that the MOE has reasonably good data based upon the information provided from UNESCO.
- Within 90 days of program implementation, at least five, but preferably more, pilot accelerated learning programs will be implemented, using politically neutral course content. These pilots will serve as a laboratory for broader efforts to attract and retain vulnerable children into school. School kits and other useful learning material will be distributed to students participating in these pilot programs.
- Accelerated learning program with relative emphasis on girls at primary school and children in under-served areas, is established nationwide within 10 months of contract award. The program will function during the traditional academic year and during summer break.
- Within one year, the MOE will have increased capacity to effectively manage accelerated learning programs.

3. Training and Upgrading Teachers and School Leaders. The Contractor shall provide training to schoolteachers and administrators to improve the quality of public education. Specific objectives include training of primary and secondary school teachers. This training should complement or include efforts by other assistance providers related to training on the use of newly developed course content as it becomes available. The contractor, subcontractor or sub-grantee is expected to provide for training materials, workshops and other components of this program. Key administrators (e.g., principals and local education

officials) shall also be trained to improve planning and management. Local education officials and school principals will receive training to assume new responsibilities under an Iraqi education system that will eventually be decentralized. In the early stages of reconstruction and stabilization, a strong centralized MOE may be needed to facilitate logistics and communications. In the mid- to long-term, however, decentralized systems will provide for good governance and full involvement of communities to assure access, quality, and relevant education. The intent is to collaborate with Iraqi education officials to undertake appropriate planning that will put them on the path toward timely decentralization.

Based on findings at the ground level, the Contractor shall also develop a strategy to promote and facilitate the repatriation and hiring of qualified teachers who wish to return to Iraq. The reintegration of experienced Iraqi educators who have left the field into the teaching ranks would bolster the quality of education, and to some extent, mitigate against extreme overcrowding. Particularly desirable are Iraqi teachers who can introduce alternative teaching methodologies, means of fostering inquiry and critical thinking skills into the primary and secondary school curriculum, promotion of peer-group learning, the building and use of inexpensive teaching materials, using the natural environment to teach science, and ways to involve parents in their children's education. Pilot classrooms could serve as valuable models for replication.

Results:

The Contractor shall:

- Assess existing pre- and in-service teacher training and identify areas for strengthening in-service training within two months of program implementation. The approach should focus upon the identification and training of Iraqi teacher trainers. This capacity building approach will be the most efficient and sustainable.
- Collaborate with the MOE and other assistance providers to develop and commence implementation of a training curriculum and program for teacher training institutes and in-service teachers within four months.
- Collaborate with the MOE to develop and commence implementation of a training curriculum for education administrators within the first four months.
- Provide in-service training to 50% of primary and secondary teaching cadre within nine months.
- Provide in-service training to 50% of administrators and school leaders within nine months.
- Develop and implement, with the MOE, a recruitment strategy for teachers and returnees. The Contractor shall be encouraged to develop a creative program that can not only recruit returnees, but utilize their knowledge and expertise from abroad to bolster the methodologies and knowledge of local teachers, and ensure sustained quality learning processes.
- Within one year, the MOE will have increased capacity to effectively assume teacher training and school administration.

Project Implementation

The Contractor shall be responsible for overseeing the complete project. USAID expects the Contractor to be prepared to deploy to the region within two weeks of contract award and have logistics and administrative systems in place and functioning within two weeks of arrival in Iraq so that implementation of the program can commence immediately. USAID has a logistics contractor to facilitate the transport and storage of various USAID-funded equipment and supplies as needed. The RISE contractor should coordinate with the logistics contractor to determine the most cost effective mechanisms for acquisition, transportation, and delivery of necessary equipment and supplies. The RISE Contractor shall inform the CTO of the recommended mechanism. The CTO will then determine whether the Logistics Contractor shall support acquisition, delivery, and storage of any necessary material in support of the objectives of this scope.

All project implementation and technical assistance within this program is expected to be done in close collaboration with the Ministry of Education by working through MOE counterparts. Offices for key personnel in-country should be negotiated either within the Ministry itself or within close proximity.

Funds are provided for an evaluation of the overall program's cost effectiveness, lessons learned and the institutionalization process. The scope of work for the evaluation will be prepared by USAID, but may be conducted independently.

Project Coordination
To achieve the objectives of the project, and under the guidance of USAID, the Contractor shall coordinate, as required, with USG representatives, government officials, local government personnel, representatives of the International Community, including UNICEF, other USAID-supported contractors, and international organizations. Subcontracting partners is defined as "community groups" including the entire gamut from women's groups to municipalities to NGOs.

Deliverables
The Contractor shall provide the MOE with expert technical assistance, program management and other services. The Contractor shall carry out program activities within their area of expertise and manage subcontracts and sub-grants to local, regional, and international organizations to carry out specialized activities such as teacher training, accelerated learning programs, and evaluation. The Contractor shall be responsible for providing all personnel, materials, supplies and facilities for its use in order to manage, supervise, inspect, make or authorize payment, and expedite the completion of this Scope of Work in a timely and acceptable manner. The Contractor shall validate arrangements and take responsibility for printing, supply and distribution of materials, as necessary to fulfill the terms and conditions of the contract.

The Contractor shall deliver the following:

1. **Implementation Plan:** The Contractor shall develop an implementation plan and schedule for the length of the contract that will outline the necessary performance and input for all parties in order to complete the program on time and within budget. This shall be submitted within two weeks of contract award. It will establish benchmarks and performance milestones, based on the results stipulated under each program in this contract, and a regular reporting schedule. It will also indicate how the Contractor plans to involve relevant actors from the MOE and ensure that they are actively involved in the implementation of RISE. This plan is to be maintained with current information and procedures and be reviewed at weekly coordination program meetings

   The implementation plan will allow USAID and its representatives to monitor performance. It will also provide for a communication network to streamline coordination with all appropriate parties on a continuing basis. In addition, it is anticipated that an evaluation of the program will be conducted approximately 10 months after initiation. This may be either internal or external.

Note: As part of the workplan, the Contractor shall calculate estimated monthly fuel requirements for program implementation for up to one year and submit with the workplan. The Contractor shall be responsible for providing communications equipment compatible with USG frequencies, vehicles for staff equipped with GPS transmitters, and full support for in-country staff.

2. **Inventory of NGOs:** The contractor shall also deliver an inventory and description of local, regional, and international NGOs and donors that have the capacity to deliver education-related services. Subcontracting partners is defined as "community groups" including the entire gamut from women's groups to municipalities to NGOs.

3. **Initial rapid assessments** of education staff salaries and payroll requirements to be conducted within a week of entering a permissive environment and shared with the CTO.

4. Needs Assessment and Baseline Survey: The Contractor shall submit the results of the initial school needs assessment and baseline survey within 60 days of arrival in country. This will be shared with the infrastructure and reconstruction, and logistics contractors to determine logistics and delivery commitments.

5. Reports and Consultations:

a. **Weekly Consultations:** a continuing requirement of this contract will be close collaboration, reporting to and engagement with the appropriate officers of the USAID Mission. Consultations will occur on a weekly basis at minimum to discuss the overall progress, internal specifics and external contexts of the ongoing work. It is anticipated that these informal but regular consultations will support the monthly reports and help shape workplans.

b. **Monthly Reports:** The contractor shall provide to the CTO, within 5 days after the end of each month, a report on the activities undertaken during the month. The monthly report should seek to be a brief, lucid description of activities, with emphasis on issues that have arisen, results or changes induced, limitations encountered, and suggestions for additional actions that might be taken. The monthly report should also include the Contractor's accrued monthly expenditures. The CTO is responsible for transmitting this information to the USAID financial management office responsible for the contract.

c. **Quarterly Workplans:** Quarterly workplans will briefly state the contractor's mission and modus operandi for the coming three months. The plans shall incorporate scope, budget, schedule, approvals, relationships, control and resource allocation. They will include the identification of responsibilities, identification of critical completion milestones (benchmarks) and project activities, financial and budget procedures, scheduling procedures, administrative procedures and technical standards as part of the design, procurement, construction and project documentation/closeout procedures.

The first quarterly workplan shall be completed within three weeks of contract award date. Subsequent workplans shall be submitted within 7 days before the start of a new 3-month period. The CTO will respond within 5 working days.

d. **Final Report:** The Contractor shall prepare a final report that matches accomplishments to the specific paragraphs of this contract and, where appropriate, to the amendments to said contract.

e. Proposing Indicators: At program start-up, and subject to USAID approval, the recipient will develop and propose indicators for monitoring performance.

Performance Monitoring

Within 30 days from the signing of the award, the recipient shall submit for USAID approval a Performance Monitoring Plan. The plan will necessitate the conduct of a baseline study to develop the required baseline data for the measurement of progress throughout the program. The plan will include methodology on how data will be collected, interim and final targets, and a timeline for collecting data. Data should be collected for all indicators developed by the recipient. The Performance Monitoring Plan shall provide for periodic evaluation by the recipient of the impact of the various program components and operate as a "program feedback loop", i.e. impact evaluation/feedback/fine-tuning of component implementation/new activity cycle. The recipient will submit a semi-annual Performance Monitoring Report that details benchmarks toward achievement of performance indicators and results, the data collected and the method of collection. The first Performance Monitoring Report will be submitted no later than 30 days following the end of the FY 2003 U.S. Government fiscal year, with reports submitted semi-annually thereafter. A specific

format for the performance report will be proposed by the recipient to USAID for approval 60 days following program start-up.

Personnel Requirements

The Contractor should develop in its bid a staffing plan consistent with the scope and objectives of this document. The Contractor shall provide personnel meeting or exceeding the following position descriptions. All personnel are expected to work with counterparts within the Ministry of Education. See Section F for key personnel.

Project Director (Washington): 12 months

Duties include general backstopping, and serving as the liaison with USAID/Washington's ANE Bureau.

Chief of Party (Field): 12 months

The Chief of Party (COP) will supervise all personnel under the contract. The COP is responsible for day-to-day management of the contract and ensuring that deliverables meet both the standards and due dates established by the CTO. The COP reports to the USAID Mission and must be conversant with USAID regulations and procedures.

The COP must have broad experience in directing an education project in the Middle East, collaborating with host country officials, translating research findings into policy dialogue and working at the local community and school level to employ methodologies that involve site educators in gathering information about teaching and learning. Experience must also include supervising and managing a cross-country project, developing and monitoring budgets, and disseminating findings in useful ways. Qualifications include an advanced degree in education and 10 years experience working in the Middle East. English fluency and Arabic proficiency are required.

Senior Education Advisors (2): 12 months

- One Elementary Education/Teacher training Specialist
- One Secondary Education/Teacher training Specialist

These individuals should have practical experience working with Middle Eastern ministries of education on curriculum and instruction, teacher training, staff development, and research methodologies, particularly those that focus on data collection in a local educational environment. The specialists should also be cognizant of the key issues in education, such as language of instruction, early childhood education, health & nutrition, and learning handicaps based on gender, geography, special needs and/or ethnicity. They will also be responsible for the implementation and/or supervision of the accelerated learning program.

Qualifications for these positions include a graduate degree in education or related fields, plus a minimum of 10 years experience, preferably in the Middle East. Language Abilities: English is essential and Arabic is preferred.

Senior Education Planners (3): 12 months

- One Senior Education Economist/Finance Specialist (12 months)
- One Senior Education Administration and Teacher Training Specialist (12 months)
- One Senior Education Statistics, Monitoring and Evaluation Specialist (12 months)

These individuals will have at least the following qualifications:

Graduate degree in an education related field, and demonstrated technical expertise and leadership in education planning, policy analysis, economics or research.

Demonstrated administrative experience and expertise in managing complex projects or programs involving strategic planning, provision of technical services, and information dissemination;

Demonstrated experience in working with and supporting host country educational institutions at national and local levels;

Demonstrated capacity to collaborate effectively with institutions active in the education sector, including bilateral and multilateral funding organizations, as well as U.S. and Middle Eastern non-governmental organizations (NGOs).

Demonstrated experience in promoting cross-sectoral programming and coordination, especially between the education, health, and environment sectors.

A minimum of five years relevant overseas experience.

Language Abilities: English is essential and Arabic is preferred.

GRANTS ADMINISTRATION/MANAGEMENT

Funds may be made available for the award of grants, within the scope of this contract. The contractor shall negotiate, award and administer sub-agreements. Funds for sub-grantees will be provided on a pass-through basis, and profit/fee will not be applied to such funds.

Accordingly:

A. USAID will have substantial involvement in establishing the selection criteria and in selecting the grant recipients, including, at a minimum, USAID approval of the selection of grantees prior to award;

B. USAID will retain the ability to terminate the grant activities unilaterally in extraordinary circumstances;

C. Relevant requirements which apply to USAID-executed grants will also apply to grants signed by the contractor in this small grants program; the contractor shall have the responsibility to determine that applicable requirements are included in each grant; and

D. The contractor shall award such grants to non-U.S., non-governmental grantees, and in some circumstances, governmental, in an amount not to exceed $250,000 per grant and U.S. non-governmental grantees in an amount not to exceed $100,000 per grant.

(END OF SECTION C)

SECTION D - PACKAGING AND MARKING

D.1 AIDAR 752.7009 MARKING (JAN 1993)

(a) It is USAID policy that USAID-financed commodities and shipping containers, and project construction sites and other project locations be suitably marked with the USAID emblem. Shipping containers are also to be marked with the last five digits of the USAID financing document number. As a general rule, marking is not required for raw materials shipped in bulk (such as coal, grain, etc.), or for semifinished products which are not packaged.

(b) Specific guidance on marking requirements should be obtained prior to procurement of commodities to be shipped, and as early as possible for project construction sites and other project locations. This guidance will be provided through the cognizant technical office indicated on the cover page of this contract, or by the Mission Director in the Cooperating Country to which commodities are being shipped, or in which the project site is located.

(c) Authority to waive marking requirements is vested with the Regional Assistant Administrators, and with Mission Directors.

(d) A copy of any specific marking instructions or waivers from marking requirements is to be sent to the Contracting Officer; the original should be retained by the Contractor.

(END OF SECTION D)

SECTION E - INSPECTION AND ACCEPTANCE

E.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)

NUMBER	TITLE	DATE
52.246-1	CONTRACTOR INSPECTION REQUIREMENTS	APR 1984
52.246-5	INSPECTION OF SERVICES--COST-REIMBURSEMENT	APR 1984
52.246-15	CERTIFICATE OF CONFORMANCE	APR 1984

E.2 INSPECTION AND ACCEPTANCE

USAID inspection and acceptance of services, reports and other required deliverables or outputs shall take place at:

USAID/Iraq

or at any other location where the services are performed and reports and deliverables or outputs are produced or submitted. The CTO listed in Section G has been delegated authority to inspect and accept all services, reports and required deliverables or outputs.

(END OF SECTION E)

SECTION F - DELIVERIES OR PERFORMANCE

F.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)

NUMBER	TITLE	DATE
52.242-15	STOP-WORK ORDER AUG 1989 ALTERNATE I	(APR 1984)
52.242-17	GOVERNMENT DELAY OF WORK	APR 1984
52.247-34	F.O.B. DESTINATION	NOV 1991

F.2 PERIOD OF PERFORMANCE

The period of performance for this contract is the date of contract award through 12 months later.
Option Year 1 is one year after the Base Period of 12 months.
Option Year 2 is one year after the Option Year 1 period.

F.3 PERFORMANCE STANDARDS

Evaluation of the Contractor's overall performance in accordance with the performance standards set forth in Section C, and Deliverables, will be conducted jointly by the CTO and the Contracting Officer, and shall form the basis of the Contractor's permanent performance record with regard to this contract.

F.4 REPORTS AND DELIVERABLES OR OUTPUTS

In addition to the requirements set forth for submission of reports in Sections I and J and in the AIDAR clause 752.242-70, Periodic Progress Reports, the Contractor shall submit the following deliverables or outputs to the CTO specified in Section G:

See Section C.

F.5 PROGRESS REPORTING REQUIREMENTS

752.242-70 PERIODIC PROGRESS REPORTS (JUL 1998)

(a) The contractor shall prepare and submit progress reports as specified in Section C of this contract. These reports are separate from the interim and final performance evaluation reports prepared by USAID in accordance with (48 CFR) FAR 42.15 and internal Agency procedures, but they may be used by USAID personnel or their authorized representatives when evaluating the contractor's performance.

(b) During any delay in furnishing a progress report required under this contract, the contracting officer may withhold from payment an amount not to exceed US $25,000 (or local currency equivalent) or 5 percent of the amount of this contract, whichever is less, until such time as the contracting officer determines that the delay no longer has a detrimental effect on the Government's ability to monitor the contractor's progress.

F.6 KEY PERSONNEL

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

Name	Title
(b)(6)	Project Director Chief of Party

B. The personnel specified above are considered to be essential to the work being performed hereunder. Prior to replacing any of the specified individuals, the Contractor shall immediately notify both the Contracting Officer and USAID Cognizant Technical Officer reasonably in advance and shall submit written justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the program. No replacement of personnel shall be made by the Contractor without the written consent of the Contracting Officer.

F.7 SUBMISSION OF DEVELOPMENT EXPERIENCE DOCUMENTATION TO PPC/CDIE/DI

USAID contractors must submit one electronic and/or one hard copy of development experience documentation (electronic copies are preferred) to the Development Experience Clearinghouse at the following address.

Development Experience Clearinghouse
1611 N. Kent Street, Suite 200
Arlington, VA 22209-2111

Telephone Number 703-351-4006, ext. 100
Fax Number 703-351-4039
E-mail: docsubmit@dec.cdie.org
http://www.dec.org

(END OF SECTION F)

SECTION G - CONTRACT ADMINISTRATION DATA

752.7003 DOCUMENTATION FOR PAYMENT NOV 1998

G.1 ADMINISTRATIVE CONTRACTING OFFICE

The Administrative Contracting Office is:
USAID Office of Procurement
M/OP/GH/HSR, Rm. 7.09-071
1300 Pennsylvania Ave, RRB
Washington, DC 20523-7803

G.2 COGNIZANT TECHNICAL OFFICER (CTO)

The Cognizant Technical Officer is Jessica Jordan or his/her designee at:

USAID/ANE/Washington, DC

G.3 TECHNICAL DIRECTIONS/RELATIONSHIP WITH USAID

(a) Technical Directions is defined to include:

(1) Written directions to the Contractor which fill in details, suggest possible lines of inquiry, or otherwise facilitate completion of work;

(2) Provision of written information to the Contractor which assists in the interpretation of drawings, specifications, or technical portions of the work statement;

(3) Review and, where required, provide written approval of technical reports, drawings, specifications, or technical information to be delivered. Technical directions must be in writing, and must be within the scope of the work as detailed in Section C.

(b) The CTO is authorized by designation to take any or all action with respect to the following which could lawfully be taken by the Contracting Officer, except any action specifically prohibited by the terms of this Contract:

(1) Assure that the Contractor performs the technical requirements of the contract in accordance with the contract terms, conditions, and specifications.

(2) Perform or cause to be performed, inspections necessary in connection with a) above and require the Contractor to correct all deficiencies; perform acceptance for the Government.

(3) Maintain all liaison and direct communications with the Contractor. Written communications with the Contractor and documents shall be signed as "Cognizant Technical Officer" with a copy furnished to the Contracting Officer.

(4) Issue written interpretations of technical requirements of Government drawings, designs, and specifications.

(5) Monitor the Contractor's production or performance progress and notify the Contractor in writing of deficiencies observed during surveillance, and direct appropriate action to effect correction. Record and report to the Contracting Officer incidents of faulty or nonconforming work, delays or problems.

(6) Obtain necessary security clearance and appropriate identification if access to Government facilities is required. If to be provided, ensure that Government furnished property is available when required.

LIMITATIONS: The CTO is not empowered to award, agree to, or sign any contract (including delivery or purchase orders) or modifications thereto, or in any way to obligate the payment of money by the Government. The CTO may not take any action which may impact on the contract schedule, funds, scope or rate of utilization of LOE. All contractual agreements, commitments, or modifications which involve prices, quantities, quality, schedules shall be made only by the Contracting Officer.

(c) The CTO is required to meet quarterly/semi-annually/annually with the Contractor and the Contracting Officer concerning performance of items delivered under this contract and any other administration or technical issues. Telephonic reports may be made if no problems are being experienced. Problem areas should be brought to the immediate attention of the Contracting Officer.

(d) In the absence of the designated CTO, the CTO may designate someone to serve as CTO in their place. However, such action to direct an individual to act in the CTO's stead shall immediately be communicated to the Contractor and the Contracting Officer.

(e) Contractual Problems - Contractual problems, of any nature, that may arise during the life of the contract must be handled in conformance with specific public laws and regulations (i.e. Federal Acquisition Regulation and Agency for International Development Acquisition Regulation). The Contractor and the CTO shall bring all contracting problems to the immediate attention of the Contracting Officer. Only the Contracting Officer is authorized to formally resolve such problems. The Contracting Officer will be responsible for resolving legal issues, determining contract scope and interpreting contract terms and conditions. The Contracting Officer is the sole authority authorized to approve changes in any of the requirements under this contract. Notwithstanding any clause contained elsewhere in this contract, the said authority remains solely with the Contracting Officer. These changes include, but will not be limited to the following areas: scope of work, price, quantity, technical specifications, delivery schedules, and contract terms and conditions. In the event the Contractor effects any changes at the direction of any other person other than the Contracting Officer, the change will be considered to have been made without authority.

(f) Failure by the Contractor to report to the Administrative Contracting Office, any action by the Government considered to a change, within the specified number of days contained in FAR 52.243-7 (Notification of Changes), waives the Contractor's right to any claims for equitable adjustments.

G.4 PAYING OFFICE

The paying office for this contract is:

APO Address: Accounts Payable
USAID/Financial Management
Cairo, EGYPT
Unit 64902
APO AE 09839-4902
ATTN: Homi Jamshed

International Courier: Office of Financial Management
USAID Building
Lot 1/A Off Ellaselki Street
New Maadi, Cairo, EGYPT
Post Code No. 11435

Fax No.: 011-20-2-516-4719; Email: AcctsPayableEgypt@usaid.gov

G.5 ACCOUNTING AND APPROPRIATION DATA

MAARD No.: 267-002-3-03005 and Amendment #1; SO: 267002; Approp:72X1035; ELE.#05; BPC: HFDX0323267KG13; Amount Obl: $1,000,000

G.6 CONTRACTOR'S PAYMENT ADDRESS

Payment will be made to the Contractor either by electronic funds transfer or by check mailed to the address shown on the cover page of this contract, unless otherwise indicated below:

TO BE COMPLETED BY CONTRACTOR

_____
_____
_____
_____

(END OF SECTION G)

SECTION H - SPECIAL CONTRACT REQUIREMENTS

752.7027 PERSONNEL DEC 1990

H.1 AIDAR 752.7032 INTERNATIONAL TRAVEL APPROVAL AND NOTIFICATION REQUIREMENTS AND AIDAR 752.7027 PERSONNEL

In accordance with the above clauses, the Contracting Officer hereby provides prior written approval for international travel, provided that concurrence with the assignment of individuals outside the United States is obtained by the Contractor, in writing, from the CTO prior to their assignment abroad, which must be within the terms of this contract, is subject to availability of funds, and should not be construed as authorization either to increase the estimated cost or to exceed the obligated amount (see Section B). The Contractor shall retain for audit purposes a copy of each travel concurrence.

H.2 INSURANCE AND SERVICES

(a) Pursuant to AIDAR 752.228-3 Worker's Compensation Insurance (Defense Base Act); USAID's DBA insurance carrier is:

Rutherfoord International, Inc.
5500 Cherokee Avenue, Suite 300
Alexandria, VA 22312

Points of Contact:
Sara Payne or Diane Ford
(703) 354-1616

Hours of Operation are: 8 a.m. to 5 p.m. (EST)
Telefax: 703) 354-0370
E-Mail: www.rutherfoord.com

(b) Pursuant to AIDAR 752.228-70 Medical Evacuation (MEDEVAC) Services, USAID's Medevac service provider is:

Medex Assistance Corporation
P.O. Box 5375
Timonium, MD 21094-5375
Telephone: (410) 453-6300 in Maryland;
or (800) 537-2029 (toll-free)
Telefax: (410) 453-6301

Applicants should request coverage in accordance with USAID Contract No. HNE-Q-00-98-00106-00.

Medevac services costs are allowable as a direct cost.

H.3 AUTHORIZED GEOGRAPHIC CODE

The authorized geographic code for procurement of goods and services procured in support of the USAID program in the Near East under this contract is 935 (this includes all countries, excluding only the foreign policy restricted countries. There is a preference for U.S. source, origin and nationality, to the extent

practicable. NOTE: **Iraq is currently included on the list of "foreign policy restricted countries" and would need to be removed from the list in order to permit procurement from Iraq.**

H.4 NONEXPENDABLE PROPERTY PURCHASES AND INFORMATION TECHNOLOGY RESOURCES

The Contractor is hereby authorized to purchase the equipment and/or resources as listed in the contractor's revised budget dated April 9, 2003.

H.5 LOGISTIC SUPPORT

The logistics contractor will provide three specific services for all contractors and recipients. Those are:

1. Warehouse and inventory support services including the requirement to "receive, store, and issue materials and supplies and maintain a daily, monthly and quarterly inventory management and control system for receipt, storage and issue in all the storage areas, maintaining documentation for all incoming cargo and outgoing shipments to the Missions and other designated places of performance resulting in a zero balance tolerance."

2. Arrange and implement customs clearances procedures for storage and re-export.

3. Provide freight forwarding services for commodities as they are requisitioned by arranging for long and short-haul trucking as needed including arrangements for straight trucks or semi-trailers, as appropriate, air and sea port freight services; and outgoing customs documentation. Contractor determines the border crossing requirements to deliver commodities to the Iraq border. Logistics contractor arranges and implements an internet tracking control system for all shipments to ensure that commodities are not lost, misplaced or destroyed, and are able to be cleared expeditiously from customs in the receiving country.

USAID is requiring that all Iraq contractors with a need for these three specific services coordinate Through the logistics contractor for them. **USAID is funding these three logistics requirements directly through the logistics contract for mission needs and contractor needs alike.**

The logistics contractor performs a wide ranging variety of services, some of which your vendor may wish to access. Contractors may contact the logistics contractor directly and negotiate subcontracts with the logistics contractor for those logistic support requirements not mentioned for coverage above.

H.6 PERSONNEL COMPENSATION

(a) Limitations:

(1) 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 shall be certified to by the Contractor. Nor may any individual salary or wage, without approval of the Cognizant 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 (3) years.

(2) In addition, there is a ceiling on the reimbursable base salary or wage paid to personnel under the Contract equivalent to the maximum annual salary rate of the USAID "ES-6" (or the equivalent daily rate of the maximum ES-6 salary, if compensation is not calculated on an annual basis), as amended from time to time, unless an advance written waiver is granted by the USAID Procurement Executive prior to contract award.

(b) 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.

(c) Return of Overseas Employees

Salaries and wages paid to an employee serving overseas who is discharged by the Contractor for misconduct, inexcusable non- performance, 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 direct and expeditious air route.

(d) Annual Salary Increases

Annual salary increases (includes promotional increase) may be granted after the employee's completion of each twelve month period of satisfactory services under the contract. Annual salary increases shall be consistent with the AIDAR clause at 752.7007, Personnel Compensation. Annual salary increases of any kind exceeding these limitations or exceeding the maximum salary of ES-6 may be granted only with the advance written approval of the Contracting Officer.

(e) Consultants

No compensation for consultants will be reimbursed unless their use under the contract has advance written approval of the Contracting Officer; and if such provision has been made or approval given, compensation shall not exceed 1) the highest rate of annual compensation received by the consultant during any full year of the immediately preceding three years or 2) the maximum daily salary rate of ES-6, whichever is less.

It should be noted that the U.S. Government will be providing direct compensation to former civil servants through a separate mechanism. This support is intended to ensure that essential services that were undertaken by the former regime are maintained. **The contractor is responsible for submitting a payroll list and assessing salary levels for all appropriate local administrations and submitting to the CTO within one month of entering a permissive area.**

(f) Initial Salaries

The initial starting salaries of all employees whose salaries are charged as a direct cost to this contract must be approved, in advance and in writing, by the Contracting Officer. (any initial starting salaries included in the contractor's best and final and accepted during negotiations, are deemed approved upon contract execution).

NOTE: The daily rate of a Senior Executive Service employee at the ES-6 level is determined by dividing the annual salary by 2087 hours and multiplying the quotient by 8.

NOTE: Any Approvals issued pursuant to the above sections shall be retained by the Contractor for audit purposes. Approvals issued pursuant to the above must be within the terms of this contract, and shall not

serve to increase the total estimated cost or the obligated amount of this contract, whichever is less (see Part I, Section B.4 of this contract).

(g) Work Week

(1) Nonoverseas Employees. The length of the contractor's U.S., non-overseas employees workday shall be in accordance with the contractor's established policies and practices and shall not be less than 8 hours per day and 40 hours per week.

(2) Overseas Employee

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 USAID Mission and the Cooperation Country associated with the work of this contract.

(h) Definitions

As used herein, the terms "Salaries," "Wages," and "Compensation" mean the periodic remuneration received for professional or technical services rendered, exclusive of any of the differentials or allowances defined in the clause of this contract entitled "Differentials and Allowances" (AIDAR 752.7028), unless 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, or other charges (see also the clause of this contract entitled "Personnel Compensation" (AIDAR 752.7007).

H.7 SUBCONTRACTING PLAN AND THE SF 294 – SUBCONTRACTING REPORT FOR INDIVIDUAL CONTRACTS AND SF 295 – SUMMARY CONTRACTING REPORT

The Contractor's subcontracting plan dated _____is hereby incorporated as a material part of this contract. In accordance with FAR 52.219-9, SF 294 and SF 295 should be forwarded to the following address:

U.S. Agency for International Development
Office of Small and Disadvantaged Business Utilization
Room 7.08 RRB
Washington, D.C. 20523

H.8 AIDAR 752.7004 EMERGENCY LOCATOR INFORMATION (JUL 1997):

The contractor agrees to provide the following information to the Mission Administrative Officer on or before the arrival in the host country of every contract employee or dependent:

(1) The individual's full name, home address, and telephone number.

(2) The name and number of the contract, and whether the individual is an employee or dependent.

(3) The contractor's name, home office address, and telephone number, including any after-hours emergency number(s), and the name of the contractor's home office staff member having administrative responsibility for the contract.

(4) The name, address, and telephone number(s) of each individual's next of kin.

(5) Any special instructions pertaining to emergency situations such as power of attorney designees or alternate contract persons.

H.9 SECURITY REQUIREMENTS:

(a) This contract may involve classified performance in accordance with Executive Order 12829, The National Industrial Security Program, USAID's ADS Chapter 567 "Classified Contract Security and Contractor Personnel Security Program" and, FAR Subpart 4.4 "Safeguarding Classified Information Within Industry". Consequently, this contract incorporates the minimum provisions needed to comply with the National Industrial Security Program (NISP) and ADS 567, as summarized in paragraphs (b) through (g) below. The requiring office for this contract must complete a DD 254, have it cleared by the Office of Security (SEC), and include it with the Statement of Work for the classified contract. A blank copy of the DD 254 is attached in Section J. Questions pertaining to the DD 254 are to be directed to the Office of Security.

(b) In order to be considered for this classified contract, the contractor must obtain and maintain a "Facility Clearance" at the level specified on the accompanying Contract Security Classification Specification, DD Form 254. If after award of this contract the contractor fails to obtain and maintain a facility clearance at the level identified on the DD Form 254 this contract will be terminated in accordance with the applicable clauses as set forth in the FAR. Any requirement for a "Secret facility clearance must be justified and approved by the Office of Security prior to the issuance of this contract at this level and before a company is sponsored for the required investigation by the Defense Security Service. (Note: The time necessary to process an un-cleared company for a facility clearance may delay performance). The CTO from the office sponsoring the contract is responsible for coordinating with SEC in taking any actions ADS 567 requires to request the facility clearance from the Defense Security Service (DSS). The CTO is responsible for managing the clearance requirements for this contract.

(c) If DSS grants an interim clearance but then subsequently revokes the interim clearance after contract award and denies a final clearance, the contract may be terminated, depending on the reasons DSS denied the clearance.

(d) Employees of the Contractor working under this contract and requiring access to classified national security information and/or to areas under the control of USAID deemed "Restricted" by USAID's Office of Security must have been subject to an appropriate level background investigation by the Defense Security Service (DSS). DSS must issue either an "Interim" or "Final" security clearance for each tasked employee before USAID will grant him or her unescorted access to USAID's restricted spaces(s) or permit him or her access to classified national security information. If DSS issues an interim personnel security clearance but subsequently denies a final clearance for an employee of a cleared contractor, the contractor must immediately remove the employee from USAID-restricted space and prevent him or her from having access to or handling classified or administratively controlled materials. The contractor is responsible for providing properly cleared personnel to work on the contract and for ensuring that performance is not jeopardized.

(e) The contractor's Facility Security Officer (FSO) must forward a valid "Visit Request" identifying their representatives/employees and the required security clearance information to the USAID Office of Security, Room 2.06A, 1300 Pennsylvania Ave., N.W., Washington, D.C. 20523-8800.

(f) In the event the contractor subcontracts any work to be performed under this contact, the contractor is responsible for issuing the security guidance provided by USAID to any subcontractor and ensuring that subcontractors comply with security requirements of the contract.

(g) The USAID Office of Security will issue RRB facility passes to individual contractor representatives/employees upon receipt and verification of the security data contained in the "Visit

Authorization Request". The contractor must ensure that any passes issued are returned upon termination of employment or completion of the contract, whichever occurs first."

(h) Implementation in Iraq will not take place until an appropriate security environment exists and USAID instructs the contractor to proceed. Currently there are several statutory restrictions on assistance to Iraq. No assistance under this contract shall be provided to Iraq until USAID has determined that it is consistent with U.S. foreign policy and permitted by law. In particular, the contractor shall not proceed with any payments to local consultants until instructed by USAID. In addition, the contractor is subject to the requirements of the Office of Foreign Assets Control (OFAC) and is responsible for compliance with all applicable UN sanctions against Iraq.

(END OF SECTION H)

PART II - CONTRACT CLAUSES

SECTION I - CONTRACT CLAUSES

I.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
52.202-1	DEFINITIONS	MAR 2001
52.203-3	GRATUITIES	APR 1984
52.203-5	COVENANT AGAINST CONTINGENT FEES	APR 1984
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL 1995
52.203-7	ANTI-KICKBACK PROCEDURES	JUL 1995
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN 1997
52.204-2	SECURITY REQUIREMENTS	AUG 1996
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	AUG 2000
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JUL 1995
52.215-2	AUDIT AND RECORDS--NEGOTIATION	JUN 1999
52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT 1997
52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA	OCT 1997
52.215-12	SUBCONTRACTOR COST OR PRICING DATA	OCT 1997
52.215-14	INTEGRITY OF UNIT PRICES	OCT 1997
52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS (DEC 1998)	DEC 1998
52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS OTHER THAN PENSIONS (PRB)	OCT 1997
52.215-19	NOTIFICATION OF OWNERSHIP CHANGES	OCT 1997
52.216-7	ALLOWABLE COST AND PAYMENT	MAR 2000
52.216-8	FIXED-FEE	MAR 1997
52.217-2	CANCELLATION UNDER MULTIYEAR CONTRACTS	OCT 1997
52-217-8	OPTION TO EXTEND SERVICES	NOV 1999
52.217-9	OPTION TO EXTEND THE TERM OF THE CONTRACT	MAR 2000

52.219-4	NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (JAN 1999)	JAN 1999
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	OCT 2000
52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN ALTERNATE II (OCT 2000)	OCT 2000
52.219-16	LIQUIDATED DAMAGES-SMALL BUSINESS SUBCONTRACTING PLAN	JAN 1999
52.219-25	SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM--DISADVANTAGED STATUS AND REPORTING	OCT 1999
52.222-3	CONVICT LABOR	AUG 1996
52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB 1999
52.222-26	EQUAL OPPORTUNITY	APR 2002
52.222-29	NOTIFICATION OF VISA DENIAL	FEB 1999
52.223-6	DRUG-FREE WORKPLACE	MAR 2001
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUL 2000
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG 1996
52.227-14	RIGHTS IN DATA--GENERAL	JUN 1987
52.228-7	INSURANCE--LIABILITY TO THIRD PERSONS	MAR 1996
52.230-2	COST ACCOUNTING STANDARDS	APR 1998
52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS	APR 1996
52.232-17	INTEREST	JUN 1996
52.232-22	LIMITATION OF FUNDS	APR 1984
52.232-23	ASSIGNMENT OF CLAIMS	JAN 1986
52.233-1	DISPUTES	DEC 1998
52.233-3	PROTEST AFTER AWARD ALTERNATE I (JUN 1985)	AUG 1996
52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	APR 1984
52.242-3	PENALTIES FOR UNALLOWABLE COSTS	MAR 2001
52.242-4	CERTIFICATION OF FINAL INDIRECT COSTS	JAN 1997
52.242-13	BANKRUPTCY	JUL 1995
52.243-2	CHANGES--COST REIMBURSEMENT ALTERNATE I (APR 1984)	AUG 1987
52.244-2	SUBCONTRACTS ALTERNATE II (AUG 1998)	AUG 1998
52.244-5	COMPETITION IN SUBCONTRACTING	DEC 1996
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS	MAR 2001
52.246-23	LIMITATION OF LIABILITY	FEB 1997
52.246-25	LIMITATION OF LIABILITY--SERVICES	FEB 1997
52.249-6	TERMINATION (COST-REIMBURSEMENT)	SEP 1996
52.249-14	EXCUSABLE DELAYS	APR 1984
52.253-1	COMPUTER GENERATED FORMS	JAN 1991
752.202-1	DEFINITIONS	
752.211-70	LANGUAGE AND MEASUREMENT	JUN 1992
752.226-2	SUBCONTRACTING WITH DISADVANTAGED ENTERPRISE	APR 1997
752.226-3	LIMITATIONS ON SUBCONTRACTING	JUN 1993

752.228-7	INSURANCE-LIABILITY TO THIRD PERSONS	
752.228-70	MEDICAL EVACUATION (MEDVAC) SERVICES	MAR 1993
752.242-70	PERIODIC PROGRESS REPORTS	JUL 1998
752.7001	BIOGRAPHICAL DATA	JUL 1997
752.7002	TRAVEL AND TRANSPORTATION	JAN 1990
752.7006	NOTICES	APR 1984
752.7007	PERSONNEL COMPENSATION	JUL 1996
752.7008	USE OF GOVERNMENT FACILITIES OR PERSONNEL	APR 1984
752.7010	CONVERSION OF U.S. DOLLARS TO LOCAL CURRENCY	APR 1984
752.7011	ORIENTATION AND LANGUAGE TRAINING	APR 1984
752.7013	CONTRACTOR-MISSION RELATIONSHIPS	OCT 1989
752.7014	NOTICE OF CHANGES IN TRAVEL REGULATIONS	JAN 1990
752.7015	USE OF POUCH FACILITIES	JUL 1997
752.7018	HEALTH AND ACCIDENT COVERAGE FOR USAID PARTICIPANT TRAINEES	JAN 1999
752.7019	PARTICIPANT TRAINING	JAN 1999
752.7023	REQUIRED VISA FORM FOR USAID PARTICIPANTS	APR 1984
752.7025	APPROVALS	APR 1984
752.7028	DIFFERENTIALS AND ALLOWANCES	JUL 1996
752.7029	POST PRIVILEGES	JUL 1993
752.7033	PHYSICAL FITNESS	JUL 1997

I.2 52.204-1 APPROVAL OF CONTRACT (DEC 1989)

This contract is subject to the written approval of the Contracting Officer and shall not be binding until so approved.

I.3 52.219-23 NOTICE OF PRICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTAGED BUSINESS CONCERNS (MAR 2001)

(a) Definitions. As used in this clause--

Small disadvantaged business concern means an offeror that represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either--

(1) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

(i) No material change in disadvantaged ownership and control has occurred since its certification;

(ii) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed $750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(iii) It is identified, on the date of its representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net).

(2) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted. In this case, in order to receive the benefit of a price evaluation adjustment, an offeror must receive certification as a small disadvantaged business concern by the Small Business Administration prior to contract award; or

(3) Is a joint venture as defined in 13 CFR 124.1002(f).

Historically black college or university means an institution determined by the Secretary of Education to meet the requirements of 34 CFR 608.2. For the Department of Defense (DoD), the National Aeronautics and Space Administration (NASA), and the Coast Guard, the term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

Minority institution means an institution of higher education meeting the requirements of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1067k, including a Hispanic-serving institution of higher education, as defined in Section 316(b)(1) of the Act (20 U.S.C. 1101a)).

United States means the United States, its territories and possessions, the Commonwealth of Puerto Rico, the U.S. Trust Territory of the Pacific Islands, and the District of Columbia.

(b) Evaluation adjustment. (1) The Contracting Officer will evaluate offers by adding a factor of 10 percent to the price of all offers, except--

(i) Offers from small disadvantaged business concerns that have not waived the adjustment;

(ii) An otherwise successful offer of eligible products under the Trade Agreements Act when the dollar threshold for application of the Act is equaled or exceeded (see section 25.402 of the Federal Acquisition Regulation (FAR));

(iii) An otherwise successful offer where application of the actor would be inconsistent with a Memorandum of Understanding or other international agreement with a foreign government;

(iv) For DoD, NASA, and Coast Guard acquisitions, an otherwise successful offer from a historically black college or university or minority institution; and

(v) For DoD acquisitions, an otherwise successful offer of qualifying country end products (see sections 225.000-70 and 252.225-7001 of the Defense FAR Supplement).

(2) The Contracting Officer will apply the factor to a line item or a group of line items on which award may be made. The Contracting Officer will apply other evaluation factors described in the solicitation before application of the factor. The factor may not be applied if using the adjustment would cause the contract award to be made at a price that exceeds the fair market price by more than the factor in paragraph (b)(1) of this clause.

(c) Waiver of evaluation adjustment. A small disadvantaged business concern may elect to waive the adjustment, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply to offers that waive the adjustment.

[ ] Offeror elects to waive the adjustment.

(d) Agreements. (1) A small disadvantaged business concern, that did not waive the adjustment, agrees that in performance of the contract, in the case of a contract for --

(i) Services, except construction, at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern;

(ii) Supplies (other than procurement from a non-manufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern;

(iii) General construction, at least 15 percent of the cost of the contract, excluding the cost of materials, will be performed by employees of the concern; or

(iv) Construction by special trade contractors, at least 25 percent of the cost of the contract, excluding the cost of materials, will be performed by employees of the concern.

(2) A small disadvantaged business concern submitting an offer in its own name agrees to furnish in performing this contract only end items manufactured or produced by small disadvantaged business concerns in the United States. This paragraph does not apply in connection with construction or service contracts.

I.4 RESERVED

I.5 52.232-25 PROMPT PAYMENT (FEB 2002)

Notwithstanding any other payment clause in this contract, the Government will make invoice payments and contract financing payments under the terms and conditions specified in this clause. Payment shall be considered as being made on the day a check is dated or the date of an electronic funds transfer. Definitions of pertinent terms are set forth in sections 2.101 and 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see subparagraph (a)(4) of this clause concerning payments due on Saturdays, Sundays, and legal holidays.)

(a) Invoice payments (1) Due Date. (i) Except as indicated in subparagraph (a)(2) and paragraph (c) of this clause, the due date for making invoice payments by the designated payment office shall be the later of the following two events:

(A) The 30th day after the designated billing office has received a proper invoice from the Contractor (except as provided in subdivision (a)(1)(ii) of this clause).

(B) The 30th day after Government acceptance of supplies delivered or services performed by the Contractor. On a final invoice where the payment amount is subject to contract settlement actions, acceptance shall be deemed to have occurred on the effective date of the contract settlement.

(ii) If the designated billing office fails to annotate the invoice with the actual date of receipt at the time of receipt, the invoice payment due date shall be the 30th day after the date of the Contractor's invoice; provided a proper invoice is received and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(2) Certain food products and other payments. (i) Due dates on Contractor invoices for meat, meat food products, or fish; perishable agricultural commodities; and dairy products, edible fats or oils, and food products prepared from edible fats or oils are--

(A) For meat or meat food products, as defined in section 2(a)(3) of the Packers and Stockyard Act of 1921 (7 U.S.C. 182(3)), and as further defined in Pub. L. 98-181, including any edible fresh or frozen poultry

meat, any perishable poultry meat food product, fresh eggs, and any perishable egg product, as close as possible to, but not later than, the 7th day after product delivery.

(B) For fresh or frozen fish, as defined in section 204(3) of the Fish and Seafood Promotion Act of 1986 (16 U.S.C. 4003(3)), as close as possible to, but not later than, the 7th day after product delivery.

(C) For perishable agricultural commodities, as defined in section 1(4) of the Perishable Agricultural Commodities Act of 1930 (7 U.S.C. 499a(4)), as close as possible to, but not later than, the 10th day after product delivery, unless another date is specified in the contract.

(D) For dairy products, as defined in section 111(e) of the Dairy Production Stabilization Act of 1983 (7 U.S.C. 4502(e)), edible fats or oils, and food products prepared from edible fats or oils, as close as possible to, but not later than, the 10th day after the date on which a proper invoice has been received. Liquid milk, cheese, certain processed cheese products, butter, yogurt, ice cream, mayonnaise, salad dressings, and other similar products, fall within this classification. Nothing in the Act limits this classification to refrigerated products. When questions arise regarding the proper classification of a specific product, prevailing industry practices will be followed in specifying a contract payment due date. The burden of proof that a classification of a specific product is, in fact, prevailing industry practice is upon the Contractor making the representation.

(ii) If the contract does not require submission of an invoice for payment (e.g., periodic lease payments), the due date will be as specified in the contract.

(3) Contractor's invoice. The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in paragraph (a)(3)(i) through (a)(3)(viii) of this clause. If the invoice does not comply with these requirements, it shall be returned within 7 days after the date the designated billing office received the invoice (3 days for meat, meat food products, or fish; 5 days for perishable agricultural commodities, edible fats or oils, and food products prepared from edible fats or oils), with a statement of the reasons why it is not a proper invoice. Untimely notification will be taken into account in computing any interest penalty owed the Contractor in the manner described in subparagraph (a)(5) of this clause.

(i) Name and address of the Contractor.

(ii) Invoice date. (The Contractor is encouraged to date invoices as close as possible to the date of the mailing or transmission.)

(iii) Contract number or other authorization for supplies delivered or services performed (including order number and contract line item number).

(iv) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.

(v) Shipping and payment terms (e.g., shipment number and date of shipment, prompt payment discount terms). Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

(vii) Name (where practicable), title, phone number, and mailing address of person to be notified in the event of a defective invoice.

(viii) Any other information or documentation required by the contract (such as evidence of shipment).

(ix) While not required, the Contractor is strongly encouraged to assign an identification number to each invoice.

(4) Interest penalty. An interest penalty shall be paid automatically by the designated payment office, without request from the Contractor, if payment is not made by the due date and the conditions listed in paragraphs (a)(4)(i) through (a)(4)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday when Federal Government offices are closed and Government business is not expected to be conducted, payment may be made on the following business day without incurring a late payment interest penalty.

(i) A proper invoice was received by the designated billing office.

(ii) A receiving report or other Government documentation authorizing payment was processed, and there was no disagreement over quantity, quality, or Contractor compliance with any contract term or condition.

(iii) In the case of a final invoice for any balance of funds due the Contractor for supplies delivered or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

(5) Computing penalty amount. The interest penalty shall be at the rate established by the Secretary of the Treasury under section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) that is in effect on the day after the due date, except where the interest penalty is prescribed by other governmental authority (e.g., tariffs). This rate is referred to as the "Renegotiation Board Interest Rate," and it is published in the Federal Register semiannually on or about January 1 and July 1. The interest penalty shall accrue daily on the invoice principal payment amount approved by the Government until the payment date of such approved principal amount; and will be compounded in 30-day increments inclusive from the first day after the due date through the payment date. That is, interest accrued at the end of any 30-day period will be added to the approved invoice principal payment amount and will be subject to interest penalties if not paid in the succeeding 30-day period. If the designated billing office failed to notify the Contractor of a defective invoice within the periods prescribed in subparagraph (a)(3) of this clause, the due date on the corrected invoice will be adjusted by subtracting from such date the number of days taken beyond the prescribed notification of defects period. Any interest penalty owed the Contractor will be based on this adjusted due date. Adjustments will be made by the designated payment office for errors in calculating interest penalties.

(i) For the sole purpose of computing an interest penalty that might be due the Contractor, Government acceptance shall be deemed to have occurred constructively on the 7th (unless otherwise specified in this contract) after the Contractor delivered the supplies or performed the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. In the event that actual acceptance occurs within the constructive acceptance period, the determination of an interest penalty shall be based on the actual date of acceptance. The constructive acceptance requirement does not, however, compel Government officials to accept supplies or services, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(ii) The following periods of time will not be included in the determination of an interest penalty:

(A) The period taken to notify the Contractor of defects in invoices submitted to the Government, but this may not exceed 7 days (3 days for meat, meat food products, or fish; 5 days for perishable agricultural commodities, dairy products, edible fats or oils, and food products prepared from edible fats or oils).

(B) The period between the defects notice and resubmission of the corrected invoice by the Contractor.

(C) For incorrect electronic funds transfer (EFT) information, in accordance with the EFT clause of this contract.

(iii) Interest penalties will not continue to accrue after the filing of a claim for such penalties under the clause at 52.233-1, Disputes, or for more than 1 year. Interest penalties of less than $1 need not be paid.

(iv) Interest penalties are not required on payment delays due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance or on amounts temporarily withheld or retained in accordance with the terms of the contract. Claims involving disputes, and any interest that may be payable, will be resolved in accordance with the clause at 52.233-1, Disputes.

(6) Prompt payment discounts. An interest penalty also shall be paid automatically by the designated payment office, without request from the Contractor, if a discount for prompt payment is taken improperly. The interest penalty will be calculated as described in subparagraph (a)(5) of this clause on the amount of discount taken for the period beginning with the first day after the end of the discount period through the date when the Contractor is paid.

(7) Additional interest penalty. (i) a penalty amount, calculated in accordance with paragraph (a)(7)(iii) of this clause, shall be paid in addition to the interest penalty amount if the Contractor--

(A) Is owed an interest penalty of $1 or more;

(B) Is not paid the interest penalty within 10 days after the date the invoice amount is paid; and

(C) Makes a written demand to the designated payment office for additional penalty payment, in accordance with paragraph (a)(7)(ii) of this clause, postmarked not later than 40 days after the invoice amount is paid.

(ii)(A) Contractors shall support written demands for additional penalty payments with the following data. No additional data shall be required. Contractors shall--

(1) Specifically assert that late payment interest is due under a specific invoice, and request payment of all overdue late payment interest penalty and such additional penalty as may be required;

(2) Attach a copy of the invoice on which the unpaid late payment interest was due; and

(3) State that payment of the principal has been received, including the date of receipt.

(B) Demands must be postmarked on or before the 40th day after payment was made, except that--

(1) If the postmark is illegible or nonexistent, the demand must have been received and annotated with the date of receipt by the designated payment office on or before the 40th day after payment was made; or

(2) If the postmark is illegible or nonexistent and the designated payment office fails to make the required annotation, the demand's validity will be determined by the date the Contractor has placed on the demand; provided such date is no later than the 40th day after payment was made.

(iii)(A) The additional penalty shall be equal to 100 percent of any original late payment interest penalty, except--

(1) The additional penalty shall not exceed $5,000;

(2) The additional penalty shall never be less than $25; and

(3) No additional penalty is owed if the amount of the underlying interest penalty is less than $1.

(B) If the interest penalty ceases to accrue in accordance with the limits stated in paragraph (a)(5)(iii) of this clause, the amount of the additional penalty shall be calculated on the amount of interest penalty that would have accrued in the absence of these limits, subject to the overall limits on the additional penalty specified in paragraph (a)(7)(iii)(A) of this clause.

(C) For determining the maximum and minimum additional penalties, the test shall be the interest penalty due on each separate payment made for each separate contract. The maximum and minimum additional penalty shall not be based upon individual invoices unless the invoices are paid separately. Where payments are consolidated for disbursing purposes, the maximum and minimum additional penalty determination shall be made separately for each contract therein.

(D) The additional penalty does not apply to payments regulated by other Government regulations (e.g., payments under utility contracts subject to tariffs and regulation).

(b) Contract financing payments--(1) Due dates for recurring financing payments. If this contract provides for contract financing, requests for payment shall be submitted to the designated billing office as specified in this contract or as directed by the Contracting Officer. Contract financing payments shall be made on the 30th day after receipt of a proper contract financing request by the designated billing office. In the event that an audit or other review of a specific financing request is required to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the due date specified.

(2) Due dates for other contract financing. For advance payments, loans, or other arrangements that do not involve recurring submissions of contract financing requests, payment shall be made in accordance with the corresponding contract terms or as directed by the Contracting Officer.

(3) Interest penalty not applicable. Contract financing payments shall not be assessed an interest penalty for payment delays.

(c) Fast payment procedure due dates. If this contract contains the clause at 52.213-1, Fast Payment Procedure, payments will be made within 15 days after the date of receipt of the invoice.

I.6 52.246-24 LIMITATION OF LIABILITY--HIGH-VALUE ITEMS (FEB 1997) ALTERNATE I (APR 1984)

(a) Except as provided in paragraphs (b) through (e) below, and notwithstanding any other provision of this contract, the Contractor shall not be liable for loss of or damage to property of the Government (including the supplies delivered under this contract) that (1) occurs after Government acceptance of the supplies delivered under this contract and (2) results from any defects or deficiencies in the supplies.

(b) The limitation of liability under paragraph (a) above shall not apply when a defect or deficiency in, or the Government's acceptance of, the supplies results from willful misconduct or lack of good faith on the part of any of the Contractor's managerial personnel. The term "Contractor's managerial personnel," as used in this clause, means the Contractor's directors, officers, and any of the Contractor's managers, superintendents, or equivalent representatives who have supervision or direction of--

(1) All or substantially all of the Contractor's business;

(2) All or substantially all of the Contractor's operations at any one plant, laboratory, or separate location at which the contract is being performed; or

(3) A separate and complete major industrial operation connected with the performance of this contract.

(c) If the Contractor carries insurance, or has established a reserve for self-insurance, covering liability for loss or damage suffered by the Government through purchase or use of the supplies required to be delivered under this contract, the Contractor shall be liable to the Government, to the extent of such insurance or reserve, for loss of or damage to property of the Government occurring after Government acceptance of, and resulting from any defects or deficiencies in, the supplies delivered under this contract.

(d) (1) This clause does not diminish the Contractor's obligations, to the extent that they arise otherwise under this contract, relating to correction, repair, replacement, or other relief for any defect or deficiency in supplies delivered under this contract.

(2) Unless this is a cost-reimbursement contract, if loss or damage occurs and correction, repair, or replacement is not feasible or desired by the Government, the Contractor shall, as determined by the Contracting Officer--

(i) Pay the Government the amount it would have cost the Contractor to make correction, repair, or replacement before the loss or damage occurred; or

(ii) Provide other equitable relief.

(e) This clause shall not limit or otherwise affect the Government's rights under clauses, if included in this contract, that cover--

(1) Warranty of technical data;

(2) Ground and flight risks or aircraft flight risks; or

(3) Government property.

I.7 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

http://www.arnet.gov/far

I.8 AIDAR 752.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS AND SMALL DISADVANTAGED BUSINESS CONCERNS

(a) It is the policy of the United States that small business concerns, HUBZone small business concerns, small business concerns owned and controlled by socially and economically disadvantaged individuals, and small business concerns owned and controlled by women shall have the maximum practicable opportunity to participate in performing contracts let by any Federal agency, including contracts and subcontracts for

subsystems, assemblies, components, and related services for major systems. It is further the policy of the United States that its prime contractors establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with small business concerns, HUBZone small business concerns, small business concerns owned and controlled by socially and economically disadvantaged individuals, and small business concerns owned and controlled by women.

(b) The Contractor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor further agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the awarding agency of the United States as may be necessary to determine the extent of the Contractor's compliance with this clause.

(c) Definitions. As used in this contract

(1) Small business concern means a small business as defined pursuant to section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto.

(2) HUBZone small business concern means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

(3) Small business concern owned and controlled by socially and economically disadvantaged individuals and small disadvantaged business concern mean a small business concern that represents, as part of its offer that--

(i) It has received certification as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B;

(ii) No material change in disadvantaged ownership and control has occurred since its certification;

(iii) Where the concern is owned by one or more individuals, the net worth of each individual upon whom the certification is based does not exceed $750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104 (c)(2); and

(iv) It is identified, on the date of its representation, as a certified small disadvantaged business in the database maintained by the Small Business Administration (PRO-Net).

(4) Small business concern owned and controlled by women means a small business concern--

(i) Which is at least 51 percent owned by one or more women, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(ii) Whose management and daily business operations are controlled by one or more women.

(d) Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as a small business concern, a HUBZone small business concern, a small business concern owned and controlled by socially and economically disadvantaged individuals, or a small business concern owned and controlled by women.

USAID small business provision. To permit USAID, in accordance with the small business provisions of the Foreign Assistance Act, to give small business firms an opportunity to participate in supplying equipment supplies and services financed under this contract, the Contractor shall, to the maximum extent possible, provide the following information to the Office of Small and Disadvantaged Business Utilization (OSDBU),

USAID, Washington, DC 20523-1414, at least 45 days prior to placing any order in excess of the simplified acquisition threshold except where a shorter time is requested of, and granted by OSDBU:

(1) Brief general description and quantity of commodities or services;

(2) Closing date for receiving quotations or bids; and

(3) Address where invitations or specifications may be obtained.

I.9 USAIDAR 752.7032 INTERNATIONAL TRAVEL APPROVAL AND NOTIFICATION REQUIREMENTS (JAN 1990)

Prior written approval by the Contracting Officer is required for all international travel directly and identifiably funded by USAID under this contract. The Contractor shall therefore present to the Contracting Officer an itinerary for each planned international trip, showing the name of the traveler, purpose of the trip, origin/destination (and intervening stops), and dates of travel, as far in advanced of the proposed travel as possible, but in no event less than three weeks before travel is planned to commence. The Contracting Officer's prior written approval may be in the form of a letter or telegram or similar device or may be specifically incorporated into the schedule of the contract. At least one week prior to commencement of approved international travel, the Contractor shall notify the cognizant Mission, with a copy to the Contracting Officer, of planned travel, identifying the travellers and the dates and times of arrival.

I.10 52.228-3 WORKERS' COMPENSATION INSURANCE (DEFENSE BASE ACT) (APR 1984)

The Contractor shall (a) provide, before commencing performance under this contract, such workers' compensation insurance or security as the Defense Base Act (42 U.S.C. 1651 et seq.) requires and (b) continue to maintain it until performance is completed. The Contractor shall insert, in all subcontracts under this contract to which the Defense Base Act applies, a clause similar to this clause (including this sentence) imposing upon those subcontractors this requirement to comply with the Defense Base Act.

I.11 COMMUNICATIONS PRODUCTS (OCT 1994)

(a) Definition - Communications products are any printed materials (other than non-color photocopy material), photographic services or video production services.

(b) Standards - USAID has established standards for communications products. These standards must be followed unless otherwise specifically provided in the contract or approved in writing by the contracting officer. A copy of the standards for USAID financed publications and video productions is attached.

(c) Communications products which meet any of the following criteria are not eligible for USAID financing under this agreement unless specifically authorized in the contract or in writing by the contracting officer:

(1) All communications materials funded by operating expense account funds;

(2) Any communication products costing over $25,000, including the costs of both preparation and execution. For example, in the case of a publication, the costs will include research, writing and other editorial services (including any associated overhead), design, layout and production costs.

(3) Any communication products that will be sent directly to, or likely to be seen by, a Member of Congress or Congressional staffer; and

(4) Any publication that will have more than 50 percent of its copies distributed in the United States (excluding copies provided to CDIE and other USAID/W offices for internal use.

(d) The initial proposal must provide a separate estimate of the cost of every communications product as defined in paragraph (a) above [not just those which meet the criteria in paragraph (c)] which is anticipated under the contract. Each estimate must include all of the costs associated with preparation and execution of the product. Any subsequent request for approval of a covered communication product must provide the same type of cost information.

(END OF SECTION I)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1 CONTRACT ID CODE n/a

PAGE 1 OF PAGES 2

2 AMENDMENT/MODIFICATION NO 01

3 EFFECTIVE DATE See Block 16C.

4 REQUISITION/PURCHASE REQ NO NMS No.

5 PROJECT NO (If applicable) n/a

6 ISSUED BY CODE dpds

US Agency for International Development
Office of Procurement
Rm. 7.09-071 RRB
1300 Pennsylvania Avenue, NW
Washington DC 20523-7803

7 ADMINISTERED BY (If other than Item 6) CODE n/a

US Agency for International Development
Asia Near East Bureau (ANE)
1300 Pennsylvania Avenue, NW

Washington DC 20523

8 NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

Creative Associates International, Inc
5301 Wisconsin Avenue, NW
Suite 700

Washington DC 20015

CODE n/a FACILITY CODE n/a

(X) 9A. AMENDMENT OF SOLICITATION NO

9B DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO
EDG-C-00-03-00011-00

X 10B DATED (SEE ITEM 13)
04-11-2003

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

___ The above numbered solicitation is amended as set forth in Item 14. 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 completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment of 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 PLACE DESIGNATED FOR THE RECEIPT OF OFFERS 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 each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12 ACCOUNTING AND APPROPRIATION DATA (If required) n/a

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(X) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43 103(b).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR Subpart 43.103(a)(3)
X

D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor [ ] is not, [X] is required to sign this document and return all copies to the issuing office.

14 DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is to make some revisions to the Statement of Work in order to provide better clarification for the contractor to accomplish the stated contract objectives, to replace the Table of Contents, and to make some administrative changes to Sections H and I.

The specific changes are as follows:

I. Replace the Table of Contents with the revised one attached to this modification.

II. Section C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

A. Page C-3, third paragraph, delete in its entirety and substitute in lieu thereof the following:

"USAID shall review and approve the contents of the sample kits and all teaching materials prior to purchase and

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A NAME AND TITLE OF SIGNER (Type or print)

15B CONTRACTOR/OFFEROR

(Signature of person authorized to sign)

15C DATE SIGNED

16A NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

Lisa M. Bilder, Contracting Officer

16B UNITED STATES OF AMERICA

BY /S/
(Signature of Contracting Officer)

16C DATE SIGNED APR 23 2003

STANDARD FORM 30 (REV 10-83)

CONTRACT NO.	ORDER NO	MODIFICATION NO
EDG-C-00-03-00011-00		01

4 DESCRIPTION OF AMENDMENT/MODIFICATION (CONTINUED)

distribution."

B. Page C-3, delete last sentence in paragraph 6.

C. Page C-5, top of page, first paragraph, second line delete the words "which may included textbooks". Same paragraph, add the following as the last sentence:

"The Contractor will not be purchasing textbooks under this contract. The Contractor may be distributing textbooks

D. Page 8, under Implementation Plan, second paragraph, add as the last sentence the following:

"The Contractor should also plan for the USAID review and approval requirement, (i.e., contents of a sample kit) prior to purchase and distribution of any kits to students and teachers."

II. Section H.7, first paragraph, first sentence, insert the date of "3-17-2003."

III. Section I.5, 52.232-25 PROMPT PAYMENT (FEB 2002), delete in its entirety and substitute in lieu thereof the following:

"Section I.5 52.232-25 PROMPT PAYMENT (FEB 2002) Incorporated by reference."