

AWARD/CONTRACT		1 THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)	RATING 936-5836	PAGE OF PAGES
2 CONTRACT (Prior Inst Ident) NO DPE-5836-C-00-1042-00		3 EFFECTIVE DATE 9/27/91	4 REQUISITION/PURCHASE REQUEST/PROJECT NO SEE SECTION G OF THE CONTRACT	
5 ISSUED BY AGENCY FOR INTERNATIONAL DEVELOPMENT MS/OP/W/HP, Mr. C.L. Byrne Room 1543, SA-14 Washington, D.C. 20523-1430 (703) 875-1220		6 ADMINISTERED BY (If other than Item 5) SEE SECTION G OF THE CONTRACT		

7 NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, State and ZIP Code) INSTITUTE FOR INTERNATIONAL RESEARCH 1815 North Fort Myer Drive, Sixth Floor Arlington, VA 22209 (703) 527-5546		8 DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below)
TIN: 52-1054333 DUNS: 08-234-4326		9 DISCOUNT FOR PROMPT PAYMENT
CODE		10 SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN

11 SHIP TO/MARK FOR AGENCY FOR INTERNATIONAL DEVELOPMENT S&T/ED, M. Warren Room 609A, SA-18, Washington, D.C. 20523		12 PAYMENT WILL BE MADE BY SEE SECTION G OF THE CONTRACT
13 AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION <input type="checkbox"/> 10 USC 2304(c) <input type="checkbox"/> 41 USC 253(c)		14 ACCOUNTING AND APPROPRIATION DATA SEE SECTION G OF THE CONTRACT

15A ITEM NO	15B SUPPLIES/SERVICES	15C QUANTITY	15D UNIT	15E UNIT PRICE	15F AMOUNT
SEE ATTACHED					

16G. TOTAL AMOUNT OF CONTRACT **\$4,906,077.00**

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CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

17 <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return _____ 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 <input type="checkbox"/> AWARD (Contractor is not required to sign this document) Your offer on Solicitation Number _____ 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.
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18A NAME AND TITLE OF SIGNER (Type or print) Paul Spector, President Institute for International Research, Inc.	20A NAME OF CONTRACTING OFFICER STEPHEN A. DEAN Chief, Health and Population Branch
18B NAME OF CONTRACTOR INSTITUTE FOR INTERNATIONAL RESEARCH, INC.	20B UNITED STATES OF AMERICA
BY <i>[Signature]</i> (Signature of person authorized to sign)	BY <i>[Signature]</i> (Signature of Contracting Officer)
19C DATE SIGNED 09/26/91	20C DATE SIGNED 9/27/91

INDEX OF SCHEDULE

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SECTION B
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SUPPLIES OR SERVICES AND PRICES/COST

B.1 PURPOSE

The purpose of this contract is to assist developing countries in the generation and adaptation of innovations that hold promise for major improvement in student achievement, as well as the provision of contribution to increasing the conceptual and institutional support directed to the issue through other activities.

B.2 SUPPLIES AND SERVICES

This is a Cost Plus Fixed Fee Completion Contract. For the consideration set forth below, the Contractor shall provide the services set forth in Section C of this Contract.

B.3 TOTAL ESTIMATED COST, FIXED FEE, AND FINANCING

a. TOTAL ESTIMATED COST AND FIXED FEE

The total estimated cost for performance of the work required hereunder, exclusive of the fixed fee, is \$4,769,148. The fixed fee, is \$136,929. The total estimated cost plus fixed fee, is \$4,906,077.

b. FUNDS OBLIGATED

The funds presently available and obligated under this contract are limited to \$ 445,000, and 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 Funds". It is estimated that the amount currently obligated will be sufficient to fund this contract through July 31, 1992.

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SUPPLIES OR SERVICES AND COST/PRICE

c. SOURCE OF FUNDS

The source of funding for this contract is the S&T/ED Technical Office, i.e., A.I.D./Washington's Bureau for Science and Technology, Office of Education as well as PPC/WID. Such funding is intended for what is hereinafter referred to as the "core activities" portion of this project. However, A.I.D. anticipates that other A.I.D./Washington Bureaus and Offices as well as USAID missions will require access to the resources and expertise developed by and under this contract. This is referred to as a "buy-in". A buy-in is the acquisition of services which are related and complementary to, and within the scope of work contained in this contract. Such buy-ins are not included in this contract, but shall be implemented under a companion Requirements-type contract (Contract Number DPE-5836-Q-00-1043-00).

B.4 BUDGET

e. 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. Without the prior written approval of the Contracting Officer, the Contractor may not exceed the estimated dollar cost for any individual line item of cost shown below by more than 15% of such line item, except for indirect costs, which are governed by Section B.6. below.

b. Itemized Budget (09/30/1991- 09/30/1996)

Salaries and Wages.....	\$ 874,131
Fringe Benefits.....	256,236
Overhead.....	251,470
Consultants.....	168,387
Travel, Transportation, and Per Diem.....	417,235
Nonexpendable Equipment and Commodities.....	25,000
Subcontract(s).....	2,030,575
Other Direct Costs.....	235,575
G&A.....	<u>510,600</u>
TOTAL ESTIMATED COST.....	\$4,769,148
Fixed Fee.....	<u>136,929</u>
TOTAL ESTIMATED COST PLUS FIXED FEE.....	<u>\$4,906,077</u>

- c. The inclusion of a dollar amount for salaries and wages, subcontract(s), and/or consultants in the above budget does not obviate the requirements of the clause of this contract entitled, "Subcontracts under Cost-Reimbursement and Letter Contracts" (FAR 52.244-02), or Section H. of this contract for prior written approval by the A.I.D. official indicated therein.
- d. The inclusion of any costs in the above budget does not obviate the requirement for prior approval by the Contracting Officer of cost items designated as requiring prior approval by any of the terms and conditions of this contract including the applicable cost principles (see the clause of this contract entitled "Allowable Cost and Payment" [FAR 52.216-07]), nor does it constitute a determination of allowability by the Contracting Officer of any item of cost, unless specifically stated elsewhere in this contract.
- e. 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.
- f. All purchases of nonexpendable equipment require approval of the Contracting Officer, except as specified in Section H. Approvals provided pursuant to this paragraph must be within the terms of this contract, and shall not serve to change them in any way.

B.5 ESTABLISHMENT OF INDIRECT COST RATES

Pursuant to the clause of this contract entitled "Allowable Cost and Payment", [and, if applicable, the clause of this contract entitled "Predetermined Indirect Cost Rates" (FAR 52.216-15)], an indirect cost rate or rates shall be established for each of the Contractor's accounting periods which apply to this contract. Pending establishment of revised provisional, final, or revised predetermined indirect cost rates for each of the Contractor's accounting periods which apply to this contract, payments on account of allowable indirect costs shall be made on the basis of the following negotiated provisional or predetermined rate(s) applied to the base(s) which is (are) set forth below:

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SUPPLIES OR SERVICES AND COST/PRICE

<u>Description</u>	<u>Rate</u>	<u>Base</u>	<u>Type</u>	<u>Period</u>
Fringe Benefits	33.64%	1/	1/	1/
Overhead (Home Office, On-Campus)	28.93%	2/	2/	2/
Overhead (Off-Site/Off-Campus)	16.53%	3/	3/	3/
G&A	11.99%	4/	4/	4/

- 1/ Base of Application: Total Labor Dollars
 Type of Rate (Provisional/Predetermined): PROVISIONAL
 Period: 10/1/90 UNTIL AMENDED
- 2/ Base of Application: Total Domestic Labor and Fringe Benefits
 Type of Rate (Provisional/Predetermined): PROVISIONAL
 Period: 10/1/90 UNTIL AMENDED
- 3/ Base of Application: TOTAL FOREIGN DIRECT LABOR AND FRINGES
 Type of Rate (Provisional/Predetermined): PROVISIONAL
 Period: 10/1/90 UNTIL AMENDED
- 4/ Base of Application: Total Costs Incurred except G&A Expenses
 Type of Rate (Provisional/Predetermined): PROVISIONAL
 Period: 10/1/90 UNTIL AMENDED

B.6 ADVANCE UNDERSTANDING ON CEILING INDIRECT COST RATES AND FINAL REIMBURSEMENT FOR INDIRECT COSTS

- a. Notwithstanding any other clause of this contract, for each of the Contractor's accounting periods during the term of this contract, the parties agree as follows:

The distribution base for establishment of final fringe benefit rates is Total Labor Dollars.

The distribution base for establishment of final overhead rates is Total Domestic Direct Labor Dollars plus applicable fringe benefits (Domestic Overhead) and Total Foreign Direct Labor Dollars plus applicable fringe benefits (Off-Site).

The distribution base for establishment of final G&A rates is total costs incurred excluding G&A expenses.

The Contractor shall make no change in its established method of classifying or allocating indirect costs without the prior written approval of the Contracting Officer.

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

<u>For Accounting</u> <u>Period Ending</u>	<u>G&A</u> <u>Rate</u>	<u>Overhead Rate</u>		<u>Fringe</u> <u>Benefits</u>
		<u>On-Site</u>	<u>Off-Site</u>	
09/30/1992	12.0%	30.0%	16.8%	34.0%
09/30/1993	12.5%	30.0%	17.0%	34.0%
09/30/1994	13.0%	31.0%	17.0%	34.5%
09/30/1995	13.5%	31.5%	17.0%	35.0%
09/30/1996	14.0%	31.5%	17.0%	35.0%

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

B.7 COSTS REIMBURSABLE, PAYMENT, AND LOGISTIC SUPPORT TO THE CONTRACTOR

a. COSTS REIMBURSEABLE

In accordance with the clauses of this contract entitled, "Allowable Cost and Payment" (FAR 52.216-07) and "Documentation for Payment" (AIDAR 752.7003), the Contractor shall be reimbursed in U.S. dollars for reasonable, allowable, allocable, and necessary costs incurred during performance of this contract, subject to the clauses of this contract entitled "Limitation of Cost" (FAR 52.232-20) and "Limitation of Funds" (FAR 52.232-22), and other applicable terms and conditions of this contract.

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b. FIXED FEE

In addition to reimbursement of costs, the Contractor, shall be paid a fixed fee in accordance with said clause. Payment of fee will be made at the time of each payment to the Contractor for allowable dollar costs, such that the Contractor shall be paid a dollar amount which is in the same ratio to the total fixed fee as the related payment being made for allowable dollar costs is to the total estimated cost, as amended from time to time; provided however, that whenever in the opinion of the Contracting Officer such payment would result in a percentage of fee in excess of the percentage of work completion, further payment of fee may be suspended until the Contractor has made sufficient progress, in the opinion of the Contracting Officer, to justify further payment of fee up to the agreed ratio; provided further, that after payment of eighty-five percent (85%) of the total fixed fee, the provisions of the clause of this contract entitled "Fixed Fee" (FAR 52.216-08) shall be followed.

c. PAYMENT

1. 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), "Fixed Fee" (FAR 52.216-08) and "Letter of Credit Advance Payments" (AIDAR 752.232-70).
2. Payment shall be made by the payment office designated in Section G.2. of this contract.

d. LOGISTICAL SUPPORT

1. The Contractor shall be responsible for providing or arranging for all logistic support in the United States and shall generally be responsible for providing or arranging for all logistic support for its overseas performance of this contract.
2. To the extent that a USAID Mission or a cooperating country provides logistic support for the Contractor's overseas performance under this contract, the costs of such logistic support shall not be charged by the Cooperating Country and/or the USAID Mission to the Contractor, and shall not be charged by the Contractor to this contract. Logistic support provided in the form of

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local currency shall be paid to the Contractor in a manner adapted to the local situation and as agreed to by the Mission Director, in writing. The documentation for such costs shall be on such forms and in such manner as the Mission Director shall prescribe.

3. If, under emergency circumstances, it is necessary for a USAID Mission to pay for any in-country costs on behalf of the Contractor in order to facilitate implementation of any activities under this contract, the Mission may bill the Contractor for such costs, and the Contractor may, in turn, charge those costs against this contract (however, see Section B.7.[d][2] above, wherein logistic support to be provided by the Mission will be provided without charge). Under no circumstances will the Mission recoup those costs via an Advice of Charge (AOC) to the payment office. In addition, in order to maintain the Contractor's responsibility for compliance with the clauses of this contract entitled "Limitation of Cost" and "Limitation of Funds", a Mission may not pay any in-country cost without the prior written approval of the Contractor, which approval must indicate a maximum amount which may be paid.

END OF SECTION B

SECTION C
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DESCRIPTION, SPECIFICATIONS, OR WORK STATEMENT

C1.0 RESERVED

C2.0 BACKGROUND AND PURPOSE

After years of comparative neglect, the urgency of improving the quality of learning that takes place in schoolrooms around the world has moved to the forefront of educational thinking. As the delegates to the 1990 World Conference on Education for All -- including the Ministers of Education from 155 nations and leaders of all major development agencies -- declared, "The focus of education must be on actual learning acquisition."

This project is an effort to provide an impetus to the quality improvement effort. It will do so through assisting developing countries to generate and adapt innovations that hold promise for major improvement in student achievement, which build those innovations on a base of research in classroom observation and on performance assessment. Further, the project will contribute to increasing the conceptual and institutional support directed to the issue through other activities: through increasing the worldwide knowledge base on what works in improving quality; through facilitating the Agency for International Development's (AID) efforts to coordinate with other donors on the quality issue; and through associating with A.I.D.'s work on the quality issue institutions involved in research-based reform in the United States.

This project builds upon the small but growing research base on improving educational quality carried out by other donors, developing country researchers and previous A.I.D. research projects. It will also build upon the substantial research base on classroom effectiveness in the U.S. and other industrial nations.

There is some knowledge of principles that work to improve learning. It will be the goal of this project to help developing

nations embody these principles in reliable and cost-effective interventions, within specific national contexts, that will make a difference at the classroom level.

C3.0 DEFINITIONS

SCHOOL QUALITY - The acquisition level of student knowledge and skills as measured by achievement examinations.

C4.0 WORK REQUIRED UNDER THIS CONTRACT

The Contractor shall assist counterparts in three developing countries to introduce a process of improving educational achievement. The key element shall be carefully crafted pilot activities, developed from analysis of classroom-level behavior and student achievement, and from a knowledge of promising innovations developed elsewhere. Careful monitoring and assessment of student performance and classroom behaviors shall provide the necessary feedback both to researchers and to policy-makers. A special focus on gender issues related to student achievement shall be encompassed throughout the project

The Contractor also shall develop and maintain a knowledge base on innovations related to the improvement of educational quality, and shall assist A.I.D. in inter-donor collaboration efforts.

C4.1. IDENTIFICATION OF TEACHING AND LEARNING INTERVENTIONS

C4.1.1 The Contractor shall be responsible for the development, implementation and maintenance of a literature and data survey of teaching and learning interventions that hold promise for improving quality within a variety of developing country settings. The sources of potential interventions shall be drawn from international research on improving instructional practices in developing countries, and from research and experience on the same subject in the developed world. Promising innovations may also be identified within the countries which participate in this project. The contractor shall develop and apply criteria for selecting those approaches that can, with appropriate modifications, be successfully carried out within developing country contexts.

The initial survey shall be completed not later than ninety (90) days after Contract Award. The Contractor shall submit a written report, not exceed 20 Single-Spaced typed pages (excluding attachments), providing a summary of the survey and analysis of the implications for the

project. The Contractor shall submit five (5) copies of this report to the Contracting Officer's Technical Representative (COTR), specified in Section H of this Contract, not later than one hundred twenty (120) days after Contract award.

- C4.1.2** The Contractor shall review innovations that have been successfully implemented in developing countries, as well as those currently being tested, in terms of their potential for either partial or full application. The contractor also shall survey appropriate results in the educational innovation literature from the U.S. and other developed countries that identify major promising teaching and learning interventions. These interventions shall include, but not be limited to promising interventions that vary from the simple to the broadly systematic.
- C4.1.3** The Contractor shall have a continuing responsibility for the assessment of and dissemination of the most promising approaches. This information shall be, when possible, supported by, but not necessarily limited to, data on achievement, practices, costs and administrative requirements.

C4.2 SELECTION OF PARTICIPATING COUNTRIES.

- C4.2.1** The Contractor shall select six (6) potential countries for possible inclusion in the project. Four (4) of the countries shall be in Africa and two (2) shall be in the Latin America and Caribbean region. These countries shall be selected in conjunction with the literature review/survey and shall be finalized not later than one-hundred fifty (150) days after Contract award.
- C4.2.2** The Contractor, with the approval of AID/W and the relevant A.I.D. missions, shall select three cooperating countries from the original six selected for inclusion in this project.

Criteria for country selection shall include:

- (A) interest and support expressed by the A.I.D. mission and its host government's Ministry of Education;
- (B) evidence that the country is committed to and engaged in efforts to improve its national education system and, more specifically, the quality of its classroom learning; and

(C) basic interest and capability within one or more host country research institutions and/or educational planning and research units to design and carry out research-based innovations that hold promise for substantial, significant and lasting gains in national educational quality.

This task shall be completed not later than two hundred forty (240) days after Contract Award.

C4.2.3 The Contractor shall negotiate memoranda of understanding with the selected countries. These Memoranda of Understanding shall include, at a minimum, the following:

(A) A description of the activities to be undertaken in the selected country;

(B) A clear delineation of activities to be undertaken in the selected country, including identification of parties responsible for each task (e.g. "The Host Country shall provide logistical support for the team while in country", etc.).

(C) Identification of Host-Country personnel to be included in the project;

(D) Contributions to be made by the Host-Country (either monetary or in-kind);

(E) Establishment of a National Advisory Committee; and

(F) Endorsement of the Memoranda by the Cognizant Mission Director and the Contracting Officer's Technical Representative (Identified in Section H of this Contract).

This task shall be completed not later than ten (10) months after Contract award.

C4.3 The Contractor shall publish a biennial publication on "Improving Educational Quality". This document shall include, but not be limited to:

(A) a synthesis and summary of the most promising approaches, including updates from continued research;

(B) an annotated bibliography of other key publications on the issue of improving educational quality.

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The first biennial publication shall be completed and ready for dissemination one (1) year after Contract award.

C4.4 PARTICIPATION IN STEERING AND INTERNATIONAL COORDINATING COMMITTEES

C4.4.1 The Contractor shall participate in quarterly meetings of the Project Steering Committee. These meetings shall take place at the Agency for International Development, or at an otherwise designated site in the Metropolitan Washington, D.C. area. Attendance at the meeting shall include, but not be limited to:

(A) Representatives of the Agency for International Development;

(B) Representatives of the U.S. Department of Education; and

(C) Other individuals and/or groups as required or requested.

C4.4.2 The Contractor shall provide substantive assistance to an annual meeting of the International Coordinating Group on Educational Quality. The meetings shall take place at the Agency for International Development, or at an otherwise designated site in the Metropolitan Washington, D.C. area. Attendance at the meeting shall include, but not be limited to:

(A) Representatives of the Agency for International Development;

(B) Representatives of the U.S. Department of Education; and

(C) Other individuals and/or groups as required or requested.

C4.5 LINKAGE WITH THE U.S. DOMESTIC EDUCATIONAL RESEARCH AND INNOVATION COMMUNITY

C4.5.1 The Contractor shall establish linkages with key U.S. domestic education research institutions, such as the U.S. Dep't. of Education-funded Education Laboratories and Research and Development (R&D) Centers. These links shall serve to bring the capacities of the research institutions into the service of research-based reform efforts in the developing world.

- C4.5.2** The Contractor shall subcontract with the selected domestic research and development institutions to provide expertise necessary to evaluate, test and/or assist in the implementation of specific research-based reform efforts that hold particular promise for the improvement of quality in the countries selected for intervention under this Contract.

The Contractor shall have established, at a minimum, one subcontract not later than one (1) year after Contract award.

C4.6 ESTABLISHMENT OF HOST COUNTRY RESEARCH AND INNOVATION TEAMS (HCRTs)

- C4.6.1** The Contractor shall establish, for each of three selected countries, Host Country Research and Innovation teams (HCRTs) to carry out a life-of-contract process of quality improvement activities. These teams shall be established not later than one (1) year of the signing of the contract. The Contractor shall submit documentation that the teams have been established.

Each HCRT shall consist of host country personnel and external technical expertise. Essential host country personnel shall be funded by the contractor; it is expected that those countries will supplement that expertise with their funding and other staff members and assistants.

- C4.6.2** The HCRTs shall be responsible for problem identification, implementation and analysis of classroom observation research, analysis of promising approaches as they may fit the educational and cost constraints of that specific country when adapted, the development of teaching-learning interventions, implementation of these interventions, and formative evaluation assessment activities.

- C4.6.3** For all activities, gender related issues shall be analyzed and addressed.

- C4.6.4** The teams shall consist of specialists who shall carry out, but not be limited to, the following activities:

(A) Classroom Observation Research

U.S. and host country researchers shall systematically observe instructional practices, classroom management, motivational techniques and the socio-cultural context of developing country

classrooms in order to identify salient patterns of teaching and learning. These shall provide a basis for identifying effective instructional methods.

(B) Identification of promising Teaching and Learning Interventions

The project team shall identify from these classroom patterns those which can be improved through instructional, management and motivational interventions. Particular attention shall be paid to how gender issues affect student performance and to alternatives that address the issues.

This analysis shall be supported by the continuing survey of promising interventions being carried out by the Contractor. Those interventions must, of course, be modified to fit the specific cultural, institutional, economic and pedagogical environment of the host country. In addition, the interventions shall also be congruent with educational priorities of the host country as articulated in policy statements and plans.

(C) Introduction and Implementation of the Interventions

Interventions selected as potentially significant shall be developed and field tested on a pilot basis, with gradual extension as warranted to large scale implementation, under the guidance of the Ministry of Education. Linkages shall be established between the host country research institutions and policy-makers in the Ministries of Education; and between these institutions and U.S. contractors, as well as other participating organizations such as selected U.S. Regional Educational Laboratories and Research Centers, where appropriate.

The HCRTs shall introduce and develop these interventions using a research and development process, with "action research" associated at all appropriate stages of the activity.

(D) Assessment of Interventions

Assessment of the impact of the interventions shall be based on a range of evaluation techniques, focusing on student performance and, if appropriate, teacher performance as well. Specialists shall use formative evaluation methods to help refine and

develop further the interventions. They shall utilize summative evaluation techniques to demonstrate impacts on quality and to help select the best methods for national dissemination. The project shall also provide assistance, within available budgets, to existing testing and examination systems in the participating countries, to help sustain the continuous assessment of quality-related efforts at improvement.

C4.7 NATIONAL ADVISORY COMMITTEES

The Contractor shall maintain close liaison with national policy-makers. Once the participating countries have been selected, the USAID missions shall request their host governments to establish Advisory Committees. These shall consist of, but not be limited to, MOE decision-makers, practitioners and assessment specialists participating in the project. They may also include representatives of other relevant institutions, such as the Ministries of Planning or Finance. The Committees shall monitor the progress of the project in each country and shall feed back information about the project into relevant sections of the MOE to ensure the dissemination of interventions.

C5.0 REQUIRED REPORTS

The Contractor shall submit the following reports in accordance with the following:

C5.1 SEMI-ANNUAL PROGRESS REPORTS

The Contractor shall submit six (6) copies of a semi-annual progress report. This report shall be produced six months after contract award and be submitted every 12 months thereafter (the Semi-Annual progress reports due on the annual anniversary of the Contract award shall be incorporated as part of the Annual Report called for herein).

The Contractor shall address progress achieved vis-a-vis the implementation plan. The Contractor shall also address difficulties and/or problems encountered and recommend solutions. The Contractor shall also provide objectives for the next six (6) month period.

The report shall incorporate activities, if any, conducted under the companion Requirements Contract (Contract DPE-5836-Q-00-1043-00).

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DESCRIPTION, SPECIFICATIONS, OR WORK STATEMENT

C5.2 PROJECT IMPLEMENTATION REPORT

The Contractor shall submit a ten (10) copies of a detailed life of project implementation plan for each field site, revised annually, and subject to A.I.D. approval. Annual revisions shall be submitted as components of the annual report.

C5.3 ANNUAL REPORT

The Contractor shall submit ten (10) copies of an annual report on major activities and achievements over the past year, with evaluation findings, problems encountered and solutions applied or recommended. This report shall incorporate the semi-annual progress report for the second half of each year. A section shall focus on the basic instructional principles being applied in the several research sites, in addition to summarizing the way those are being embodied in particular intervention techniques. Activities in each site shall be summarized, including not only the details of the interventions but also a discussion of the costs and other requirements necessary for larger-scale implementation, if judged successful.

The report shall incorporate activities, if any, conducted under the companion Requirements Contract (Contract DPE-5836-Q-00-1043-00).

C5.4 OCCASIONAL PAPERS

Two-to-four occasional papers on educational quality issues shall be prepared, as requested and identified by A.I.D. (10-20 single-spaced pages, exclusive of attachments)

C5.5 TRIP REPORTS

Trip reports shall briefly describe activities undertaken, persons contacted, and findings. They shall be submitted to A.I.D. within 15 days after travel completion.

C5.6 BIENNIAL PUBLICATION

The Contractor shall submit fifty (50) copies each of biennial publication on "Improving Educational Quality". This publication shall provide a synthesis and summary of these most promising approaches, updated each time. It shall, in addition, include an annotated bibliography of other key publications on the issue of improving educational quality. Material developed for other reports can be utilized in this publication (End of Years 1, 3 and 5).

SECTION C

DESCRIPTION, SPECIFICATIONS, OR WORK STATEMENT

The report shall incorporate activities, if any, conducted under the companion Requirements Contract (Contract DPE-5836-Q-00-1043-00).

C5.7 FINAL REPORT

The Contractor shall submit ten (10) copies of a final contract report, which shall include but not be limited to: a summary of the contract's accomplishments or short-falls; an overall description of activities; comments/recommendations on unfinished work and/or project direction in the future.

The report shall incorporate activities, if any, conducted under the companion Requirements Contract (Contract DPE-5836-Q-00-1043-00).

C5.8 FINANCIAL REPORTS

The Contractor shall submit three (3) copies each of monthly financial report detailing amount obligated to the Contract, Budgetted Cost of Work Scheduled, Actual Cost of Work Scheduled, Budgetted Cost of Work Performed, and Actual Cost of Work Performed, and expenditures to date. The first report is due thirty (30) days after Contract Award and shall be submitted every thirty (30) days thereafter.

The report shall incorporate activities, if any, conducted under the companion Requirements Contract (Contract DPE-5836-Q-00-1043-00) and shall segregate costs incurred for PPC/WID activities under the core contract. The costs from the requirements contract shall be segregated by Delivery Order.

END OF SECTION C

SECTION D
CONTRACT DPE-5836-C-00-1042-00
PACKAGING AND MARKING

- D.1** Pursuant to the clause of this contract entitled "Reports" (AIDAR 752.7026), the cover page of all reports prepared by the Contractor shall include at a minimum, the Project Title, the Project Number, and the Contract Number.
- D.2** Reports and any other deliverables shall be packaged and marked with the Contractor's best practice to ensure safe arrival at destination.

END OF SECTION D

SECTION E
CONTRACT DPE-5836-C-00-1042-00
INSPECTION AND ACCEPTANCE

E.1 Inspection and acceptance of all services and reports and other deliverables required hereunder shall be made by the Contracting Officers Technical Representative (COTR) as identified in Section H of this Contract via a certificate of conformance (Contractor format). Inspection and Acceptance shall take place at the Agency For International Development, Washington, D.C. 20523.

E.2 FAR 52.252-2 "CLAUSES INCORPORATED BY REFERENCE"

This contract incorporates the following clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available.

FAR 52.246-6 Inspection of Services - Cost Reimbursement (APR 1984)

END OF SECTION E

SECTION F
CONTRACT DPE-5836-C-00-1042-00
DELIVERIES OR PERFORMANCE

F.1. PERIOD OF CONTRACT

The effective date of this contract is the date of the Contracting Officer's signature on the cover page, and the estimated completion date is five years thereafter.

F.2. DOCUMENTATION REQUIREMENTS

In addition to the requirements set forth for submission of reports in the clause of this contract entitled "Reports: (AIDAR 752.7026), the Contractor shall submit all reports called for in Section C of this Contract in accordance with the schedule identified in Section C.

F.3 OTHER REPORTING REQUIREMENTS

In addition to the requirements set forth under the clause of this contract entitled "Rights in Data - General" (FAR 52.227-14), the Agency for International Development reserves the right to review and approve for publication any and all contract publications and documents prior to their issuance as well as production of any audio-visual materials to be funded by the contract. One copy of all papers and documents on subprojects funded by this contract to be presented at conferences or submitted for publication shall be sent to the COTR prior to presentation or submission.

In addition to the requirements set forth under the clause of this contract entitled "Rights in Data - General" (FAR 52.227-14), the Agency for International Development reserves the right to review and approve for publication any and all contract publications and documents prior to their issuance as well as production of any audio-visual materials to be funded by the contract. One copy of all papers and documents on subprojects funded by this contract to be presented at conferences or submitted for publication shall be sent to the COTR prior to presentation or submission.

CONTRACT DPE-5836-C-00-1042-00
SECTION F
DELIVERIES OR PERFORMANCE

The Contractor shall immediately notify the COTR and the Contracting Officer, in writing, in the event that circumstances arise that have or may have an adverse impact on timely performance of the contract or the occurrence of unanticipated costs under this contract. This provision is applicable to all subcontracts as well as to the prime contract.

F.4 FAR 52.252-02 "CLAUSES INCORPORATED BY REFERENCE"

This contract incorporates the following clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available.

FAR 52.212-13 Stop Work Order (AUG 1989)

END OF SECTION F

SECTION G
CONTRACT DPE-5836-C-00-1042-00
CONTRACT ADMINISTRATION DATA

G.1 PAYMENT OFFICE

The payment office, and the office to which requests for payment shall be sent, is:

AGENCY FOR INTERNATIONAL DEVELOPMENT
PFM/FM/CMPD/DCB
Room 700, SA-2
Washington, DC 20523-0209.

G.3 POST AWARD CONTRACT ADMINISTRATION OFFICE

The post-award contract administration office is:

AGENCY FOR INTERNATIONAL DEVELOPMENT
MS/OP/W/HP
Room 1543, SA-14
Washington, DC 20523-1430.
(703) 875-1220

G.4 SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS SUBCONTRACTING

The Director of the Office of Small and Disadvantaged Business Utilization (OSDBU/MRC) is hereby designated as the Contracting Officer's representative, responsible for assisting the Contracting Officer in monitoring, evaluating, and documenting the Contractor's performance under the clause of this contract entitled "Small Business and Small Disadvantaged Business Subcontracting Plan" (FAR 52.219-09). This mailing address for this office is:

AGENCY FOR INTERNATIONAL DEVELOPMENT
OSDBU/MRC
SA-14, Room 1400
Washington, DC 20523-1414

CONTRACT DPE-5836-C-00-1042-00
SECTION G
CONTRACT ADMINISTRATION DATA

G.5 ACCOUNTING AND APPROPRIATION DATA

Funds currently obligated in this contract are chargeable as follows:

PIO/T : 936-5836-1361275
Appropriation Symbol: 72-1111021.5
Allotment Number : 145-36-099-01-20-11
Budget Plan Code : DDEA-91-13600-IG11
Amount Obligated : \$345,000

PIO/T : 930-0200-1305331
Appropriation Symbol: 72-1111021.5
Allotment Number : 145-30-099-00-20-01
Budget Plan Code : FDEA-91-13004-KG11
Amount Obligated : \$100,000

TOTAL CONTRACT AMOUNT: \$ 4,906,077
CUMULATIVE OBLIGATION: (445,000)
REMAINING AUTHORITY : \$ 4,461,077

DUNS NUMBER: 08-234-4326
TIN: 52-1054333

G.6 CONTRACTOR'S PAYMENT ADDRESS

Payments shall 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:

N/A

END OF SECTION G

SECTION H
CONTRACT DPE-5836-C-00-1042-00
SPECIAL CONTRACT REQUIREMENTS

H-1 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)

1. For this Contract, the Contracting Officer has designated Marion Warren, S&T/ED, Agency for International Development, Washington, D.C. to act as the Contracting Officer's Technical Representative. The Contractor may direct all questions of a technical nature to the COTR. The COTR is only authorized to furnish information regarding the scope of work and requirements set forth in this contract. Any information furnished shall be within the general scope of work.
2. The COTR may not make any commitments, changes or provide information that:
 - a. assign additional work under the contract;
 - b. direct a change as defined in the contract clause entitled "Changes";
 - c. address personnel or consultant compensation under the Contract;
 - d. increase or decrease the purchase order price or time required for performance; or
 - e. change any terms, conditions or specifications of the Contract.
3. The COTR shall not provide supervisory or instructional information to the Contractor.
4. Any proposed changes, commitments or information in violation of paragraph (2) shall be brought to the immediate attention of the Contracting Officer for action under the "Notification of Changes" clause. The acceptance of any change by the Contractor without the specified approval and written consent of the Contracting Officer will be at the Contractor's risk.

CONTRACT DPE-5836-C-00-1042-00
SECTION H
SPECIAL CONTRACT REQUIREMENTS

5. The COTR is authorized to monitor all phases of the Contractor performance, excluding performance of subcontractors, in order to determine compliance with the technical requirements of the Contract.
6. **IT IS FURTHER REEMPHASIZED THAT THE COTR HAS NO AUTHORITY TO MAKE CHANGES TECHNICAL OR OTHERWISE THAT AFFECT THE PRICE, TERMS AND/OR CONDITIONS OF THE CONTRACT. ONLY THE CONTRACTING OFFICER IS EMPOWERED WITH SUCH AUTHORITY.**

H-2 GOVERNMENT FURNISHED PROPERTY FOR USE UNDER THIS CONTRACT

The Contractor intends to use the following equipment from existing or completed contracts in the completion of this Contract:

CONTRACT NO.	<u>EQUIPMENT</u>
NONE	

H-3 SPECIAL PROVISION REGARDING THE CLAUSES ENTITLED "TRAVEL EXPENSES AND TRANSPORTATION AND STORAGE EXPENSES" (AIDAR 752.7002, ALTERNATE 70) AND "PERSONNEL" (AIDAR 752.7027, ALTERNATE 71)

- a. In accordance with each of the above clauses of this contract, whereunder the Contractor must obtain the Contracting Officer's prior written approval for all international travel under this contract, the Contracting Officer does, hereby, provide said approval for those individuals required to travel outside the United States; provided, however, that concurrence with the assignment of any and all said individuals outside the United States is obtained by the Contractor, in writing, from the COTR prior to their assignment abroad. Such concurrence must be within the terms of this contract, is subject to availability of funds, and shall not be construed as authorization to increase the total estimated cost of this contract or to exceed the obligated amount, whichever is less. A copy of each concurrence issued pursuant to this paragraph shall be retained by the Contractor for audit purposes.
- b. After approval of the proposed international travel, the Contractor shall notify the USAID Mission and the COTR of the arrival date and time and flight identification of A.I.D. financed travellers.

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SECTION H
SPECIAL CONTRACT REQUIREMENTS

H-4 DEFENSE BASE ACT (DBA) INSURANCE

Pursuant to applicable clauses of this contract entitled "Workers' Compensation Insurance (Defense Base Act)", A.I.D.'s current insurance carrier for, and from which the Contractor shall purchase, DBA insurance is:

Wright & Co.
1400 I Street N.W.
Washington, D.C. 20005
Telex 440508
(202) 289-0200
(800) 424-9801

H-5 PERSONNEL COMPENSATION

a. Limitations

Personnel compensation shall be in accordance with AIDAR Clause 752.7007 entitled "Personnel Compensation." Compensation of personnel which is charged as a direct cost under this contract, like other costs, will be reimbursable in accordance with Section B.7. of this contract, and the clause of this contract entitled, "Allowable Cost and Payment" (FAR 52.216-07) and other applicable provisions of this contract, but subject to the following additional specified understandings which set limits on items which otherwise might be reasonable, allocable and allowable.

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 will be certified to by the Contractor, nor may any individual salary or wage, without approval of the Contracting Officer, exceed the employee's current salary or wage or the highest rate of annual salary or wage received during any full year of the immediately preceding three years. This shall also be applicable if the Contractor intends to retain an individual or individuals whose salary or compensation during any period during the preceding three years is on a United Nations, World Bank, or any other International Organization which utilizes United Nations or World Bank pay scales. Specifically, approval of a salary based on a salary history from one of these organizations shall obtain approval from the Contracting Officer before such a salary may be paid. There is a ceiling on reimbursable salaries and wages paid to a person employed directly under the contract of the maximum salary rate of FS-1 (or the equivalent daily rate of the maximum FS-1 salary, if compensation is not on an annual basis), unless advance written approval is given by the Contracting Officer.

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2. Salaries and wages paid while in travel status will not be reimbursed for a travel period greater than the time required for travel by the most direct and expeditious air route.
 3. Salaries and wages paid to an employee serving overseas who is discharged by the Contractor for misconduct, inexcusable nonperformance, 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.
 4. Annual salary increases paid under this contract shall not exceed the current employment cost index as published by the Bureau of Labor statistics (For example, the employment cost index to be used for Calendar Year 1992 is 4.2%. The employment cost index for Calendar Year 1993 will be released in the Fall of 1991). With respect to employees performing work directly under this contract, ONE ANNUAL SALARY INCREASE may, subject to the Conditions established above, be granted either after the employee's completion of each twelve-month period of satisfactory services under this contract (if the individual was not a regular employee of the Contractor prior to award of this contract) or after the employee's completion of each twelve-month period of satisfactory job performance as a regular employee of the Contractor (if the individual was a regular employee of the Contractor prior to award of this contract). Annual salary increases of any kind exceeding these limitations or which cause the employee's salary to exceed the maximum salary of FS-1 may be granted only with the advance written approval of the Contracting Officer.
- b. In addition to the requirements set forth above, the following criteria shall be met:

1. Consultants

The use of consultants is authorized under this contract, subject to the prior written concurrence of the COTR that the proposed consultant is suitable for the task assigned. Fees paid to consultants and reimbursed hereunder shall be reasonable in accordance with FAR cost principles set forth at 31.205-33 entitled "Professional and Consultant Service Costs," and shall not exceed, without the specific prior approval of the Contracting Officer, 1) a daily rate based on current compensation or 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 a Foreign Service Officer Class 1 (FS-1), whichever is less. The Contractor shall take into consideration salary differentials paid by International

Organizations and make appropriate downward adjustments, if necessary, to compute a comparable daily rate. The Contractor, for each consultant utilized, shall maintain a file which includes:

- a. A completed AID Form 1420 (Biographical Data Sheet) which includes the following language:

"The information provided herein constitutes cost or pricing data. The individuals certification in Block 20 above and the Contractor's certification on the reverse of this form are material representations of fact upon which reliance will be placed, and concerns a matter within the jurisdiction of an Agency of the United States. The making of false, fictitious, or fraudulent certifications may render the maker subject to prosecution under Title 18, United States Code Section 1001"

- b. Written documentation that each individual or organization listed on the AID Form 1420-17 has been contacted and that the daily rates submitted are accurate and do not include any costs for overhead, travel, per diem, etc. In addition, the name, address, and telephone number of the person contacted shall be retained in the file.

The Contractor shall, upon written or verbal request from the Contracting Officer (or a designated member of his/her Contracting Staff), make these files available within twenty-four (24) hours of the request.

The Contractor shall ensure that no individual receives dual compensation with regard to State and Federal funds. (NOTE: Daily rates are determined by dividing the consultant's annual compensation by 260 days). Six-day work weeks may be authorized by obtaining the prior written approval of the COTR. No overtime premium or pay is authorized under this Contract.

2. **Third Country National (TCN) and Cooperating Country National (CCN) Compensation**

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

Cooperating Country, as determined by A.I.D., paid to personnel of equivalent technical competence. In no event shall compensation for such persons exceed the FS-1 rate, unless approved in writing in advance by the Contracting Officer.

3. Work Week

U.S. Employees. The work week for the Contractor's U.S. employees shall not be less than the established practice of the Contractor.

Overseas Employees. The work week for the Contractor's overseas employees shall not be less than forty (40) hours and shall be scheduled to coincide with the work week for those employees of the A.I.D. Mission and the Cooperating Country associated with work under this contract. Six-day work weeks are subject to the approval of the COTR and the cognizant A.I.D. Mission Director.

c. Definitions

As used herein, the terms "Salaries," "Wages," and "Compensation" mean the periodic remuneration received for professional or technical services rendered exclusive of overseas differential or other allowances associated with overseas service 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.

H-6 PROCUREMENT AND SUBCONTRACTING

For the purposes of this contract, the following A.I.D. eligibility rules apply (see also AIDAR 752.7004):

a. Authorized Geographic Code

Except as specified below, all goods/commodities shall have their source and origin in the United States (A.I.D. Geographic Code 000) or the Cooperating Country, and shall meet A.I.D.'s componentry requirements, except as the Contracting Officer may otherwise agree in writing. Because the Cooperating Country is authorized for source and origin purposes, the clause of this contract entitled "Local Cost Financing With U.S. Dollars" (AIDAR 752.7017) applies.

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SECTION H
SPECIAL CONTRACT REQUIREMENTS

b. Government Owned Organizations

Except as the Contracting Officer may otherwise agree in writing, a Government Owned Organization, i.e., a firm operated as a commercial company or other organizations (including nonprofit organizations other than public educational institutions) which are wholly or partially owned by governments or agencies thereof, are not eligible for A.I.D. financing hereunder.

- c.** With the exception of any subcontractors identified in the Contractor's proposal and/or best and final offer which was accepted by A.I.D. through award of this contract, additional subcontracting by the Contractor is not generally anticipated. However, should additional subcontracting become necessary, the Contractor shall comply fully with requirements set forth in FAR 52.244-2, "Subcontracts under Cost-Reimbursement and Letter Contracts". Notwithstanding the above, it is recognized that during performance particularly overseas, small dollar subcontracting will be required for services such as videotaping, etc. It is further recognized that subcontracting with local, host country institutions may be required for the development of subprojects and preparation of protocols. These type of activities will be permitted in accordance with applicable regulations.

d. Automation Equipment

In addition to the requirements of Section H.4.(a) above and H.4.(e) below, the Contractor must obtain the specific approval of the Contracting Officer for any purchases of automation equipment (e.g., computers, word processors, etc.), software, or related services made hereunder, if the total cost of such purchases will exceed \$100,000. The Contracting Officer must, in turn, have the concurrence of A.I.D./Washington, M/SER/IRM, before providing any such approvals.

e. Anticipated Purchases

It is anticipated that the Contractor shall purchase the following items of nonexpendable equipment:

[TO BE DETERMINED]

Notwithstanding the foregoing, prior to purchasing any nonexpendable equipment, the Contractor shall perform an

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SECTION H
SPECIAL CONTRACT REQUIREMENTS

analysis of the cost of purchasing such equipment vs. the cost of leasing such equipment, and shall submit such analyses to the Contracting Officer, together with the request to lease or purchase. The Contracting Officer must approve each purchase or lease.

f. Government Property

With respect to nonexpendable equipment purchased by the Contractor hereunder, the Contractor shall comply with all requirements of the clauses of this contract entitled "Government Property (Cost Reimbursement, Time-and-Material, or Labor-Hour Contracts)" (FAR 52.245-05) and "Government Property -- AID Reporting Requirements" (AIDAR 752.245-70).

g. Subcontract Documentation

If the Contractor chooses to subcontract any of this effort, the following procedures shall be followed:

1. If the Contractor must begin work before a definitized subcontract can be finalized, the Contractor shall issue a letter subcontract in accordance with the procedures established in FAR 16.603 "Letter Contracts". Notwithstanding this, any approvals required under FAR 52.244-2.
2. The Contractor shall maintain a file on each subcontract issued and the files shall, at a minimum, contain:
 - (a) Source Selection Procedures utilized in the selection;
 - (b) If a Gray Amendment firm has not been selected for the subcontract, the rationale for this decision;
 - (c) A copy of the solicitation(s) used to obtain proposals;
 - (d) A copy of each proposal received for each subcontract, including AID Form 1420-17's which contain the following statement:

"The information provided herein constitutes cost or pricing data. The individuals certification in Block 20 above and the Contractor's certification on the reverse of this form are material representations of fact upon which reliance will be placed, and concerns a matter within the jurisdiction of an Agency of the United States. The making of false, fictitious, or fraudulent certifications may render the maker subject to prosecution under Title 18, United States Code Section 1001"

- (e) Written documentation that each individual or organization listed on the AID Form 1420-17 has been contacted and that the daily rates submitted are accurate and do not include any costs for overhead, travel, per diem, etc. In addition, the name, address, and telephone number of the person contacted shall be retained in the file.
- (f) Written documentation on the conduct of negotiations (or competition, if applicable), including any cost/price analysis conducted;
- (g) Copies of all required certifications;
- (h) Copy of Contracting Officer approval, if required.

The Contractor shall make these files available, upon the written or verbal request of the Contracting Officer (or a designated member of his/her contracting staff), within twenty-four (24) hours of the request.

H-7 MEDEVAC INSURANCE

In addition to any insurance provided under the Contractor's normal personnel policies, the Contractor shall obtain medevac insurance for all its employees and consultants working overseas, on either long-term or short-term assignments.

H-8 ORDINARY COURSE OF BUSINESS

With respect to the clauses of this contract entitled, "Allowable Cost and Payment" (FAR 52.216-07) and "Documentation for Payment" (AIDAR 752.7003), it is understood and agreed that the Contractor may, in some circumstances, invoice and be paid for recorded costs for items or services purchased directly for this contract, even though the Contractor has not yet paid for those items or services; provided, that such costs are paid in the ordinary course of business. "The ordinary course of business" is defined in accordance with the principles established by the Prompt Payment Act, Public Law 97-177 (96 Stat. 85, 31 USC 1801), i.e. within 30 days after the Contractor's receipt of payment from A.I.D. for such costs. In those instances where the Contractor properly invoices and is paid for recorded costs which have not yet been paid by the Contractor, the Contractor agrees to pay all such costs, and especially employee compensation, consultants, subcontractors, suppliers, support of participants, and costs incurred in the Cooperating Country, in the ordinary course of business. Failure to do so may be considered nonperformance by the Contractor.

H-9 TRAVEL EXPENSES

Notwithstanding any other provision of this contract, if any of the personnel utilized hereunder are discharged by the Contractor for misconduct or inexcusable nonperformance, travel and transportation costs associated with the assignment of substitute personnel therefore shall not be an allowable cost under this contract. Misconduct shall be defined as the deliberate and/or repeated disregard for the laws and regulations of the Cooperating Country or of A.I.D., the continued existence of conflict of interest after advice that such conflict exists, or general behavior unbecoming a professional serving as a part of the U.S. foreign assistance program (see also the clause of this contract entitled, "Personnel" [AIDAR 752.7027]). Inexcusable nonperformance shall be defined as unauthorized absences or failure to undertake and/or complete assigned tasks which are within the scope of this contract, when such absences or failures are within the control of the individual.

H-10 SUBMISSION OF COMPLETION VOUCHER

The clause of this contract entitled, "Allowable Cost and Payment" (FAR 52.216-07), provides in Paragraph (h)(1) that "...the Contractor shall submit a completion invoice or voucher, designated as such, promptly [emphasis added] upon completion of the work...". The term "promptly" is not defined in the clause. In order to avoid ambiguity, and to ensure expeditious closeout of completed contracts, the term "promptly" is defined as 60 days from the actual completion date of the contract, unless otherwise approved in writing by the Contracting Officer. The Contractor shall have up to one year after completion of the contract effort (or longer, as the Contracting Officer may approve in writing), or until a mutually acceptable final release has been signed, to submit a revised completion voucher, should circumstances warrant. Upon receipt of the final voucher, the Contracting Officer shall begin actions necessary to properly close the contract. Processing of the final voucher for payment shall not begin until compliance by the Contractor with all terms and conditions of the contract.

H-11 SUBCONTRACTING WITH GRAY AMENDMENT ENTITIES

Notwithstanding any other provision of this Contract, the Contractor shall subcontract not less than ten (10) percent of the dollar value of this contract must be subcontracted to disadvantaged enterprises as described in paragraph (b) of AIDAR clause 752.226-2. As provided in 752.226-2(b), Disadvantaged enterprises means U.S. organizations or individuals that are: (1) business concerns (as defined in FAR 19.001) owned and controlled by socially and

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economically disadvantaged individuals; (2) institutions designated by the Secretary of Education, pursuant to 34 CFR 608.2, as historically black colleges and universities; (3) colleges and universities having a student body in which more than 40 percent of the students are Hispanic American; or (4) private voluntary organizations which are controlled by individuals who are socially and economically disadvantaged. "Controlled by socially and economically disadvantaged individuals" means management and daily business are controlled by one or more such individuals. "Owned by socially and economically disadvantaged individuals" means at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business having at least 51 percent of its stock owned by one or more socially and economically disadvantaged individuals. "Socially and economically disadvantaged individuals" has the same meaning as in FAR 19.001, except that the term also includes women. Any individual who certifies that he or she is a Black American, Hispanic American, Native American (as defined in FAR 19.001), Asian-Pacific American (as defined in FAR 19.001), Subcontinent-Asian American (as defined in FAR 19.001), or a woman shall be presumed to be a socially and economically disadvantaged individual. As provided in 752.226-2(c) Contractors should require representations from their subcontractors regarding their status as a disadvantaged enterprise. Contractors acting in good faith may rely on such representations by their subcontractors.

H-12 SUBCONTRACTING WITH SMALL AND SMALL DISADVANTAGED BUSINESSES

The Contractor shall comply with the requirements of the clauses of this contract entitled, "Utilization of Small Business Concerns and Small Disadvantaged Business Concerns" (FAR 52.219-08 and AIDAR 752.219-08) and, if applicable, "Small Business and Small Disadvantaged Business Subcontracting Plan" (FAR 52.219-09).

END OF SECTION H

SECTION I
CONTRACT DPE-5836-C-00-1042-00
CONTRACT CLAUSES

I.1 FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

52.252.04 Alterations in Contract (APR 1984)

Portions of this contract are altered as follows:

- (a) In the clause entitled "Payment for Overtime Premiums" (FAR 52.222-02), insert "zero" in the blank in paragraph (a).
- (b) In the clause entitled "Taxes - Foreign Cost Reimbursement Contracts (FAR 52.229-08), insert "the Cooperating Country" and "the Cooperating Country", respectively, in the blanks.
- (c) In the clause entitled "Notification of Changes" (FAR 52.243-07), insert "7 days" in the blank in paragraph (b).
- (d) If the Contractor is an educational institution, in the clause entitled "Allowable Cost and Payment" (FAR 52.216-07), delete "...Subpart 31.2...", and in lieu thereof, substitute "...Subpart 31.3...".
- (e) If the Contractor is a not-for-profit organization, other than an educational institution, in the clause entitled "Allowable Cost and Payment" (FAR 52.216-07), delete "...Subpart 31.2...", and in lieu thereof, substitute "...Subpart 31.7...".

52.252-02 Clauses Incorporated by Reference (JUN 1988)

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.

52.202-01 Definitions (APR 1984)

52.203-01 Officials Not to Benefit (APR 1984)

- 52.203-03 Gratuities (APR 1984)
- 52.203-05 Covenant Against Contingent Fees (APR 1984)
- 52.203-06 Restrictions on Subcontractor Sales to the Government (JUL 1985)
- 52.203-07 Anti-Kickback Procedures (OCT 1988)
- 52.203-09 Requirement for Certificate of Procurement Integrity - Modification (NOV 1990)
- 52.203-10 Remedies for Illegal or Improper Activity (MAY 1989)
- 52.203-13 Procurement Integrity - Service Contracting (SEP 1990)
- 52.209-06 Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment (May 1989)
- 52.212-13 Stop Work Order (AUG 1989) & Alt. I (APR 1984)
- 52.215-01 Examination of Records by Comptroller General (APR 1984)
- 52.215-02 Audit-Negotiation (DEC 1989)
- 52.215-22 Price Reduction for Defective Cost or Pricing Data (APR 1988)
- 52.215-24 Subcontractor Cost or Pricing Data (APR 1985)
- 52.215-30 Facilities Capital Cost of Money (SEP 1987)
- 52.215-31 Waiver of Facilities Capital Cost of Money (SEP 1987)
- 52.215-33 Order of Precedence (JAN 1986)
- 52.216-07 Allowable Cost and Payment (APR 1984)
- 52.216-08 Fixed Fee (APR 1984)
- 52.216-15 Predetermined Indirect Cost Rates (APR 1984)
- 52.219-08 Utilization of Small Business Concerns and Small Disadvantaged Business Concerns (FEB 1990)
- 52.219-09 Small Business and Small Disadvantaged Business Subcontracting Plan (FEB 1990)
- 52.219-13 Utilization of Women-Owned Small Businesses (AUG 1986)
- 52.220-01 Preference for Labor Surplus Area Concerns (APR 1984)
- 52.220-03 Utilization of Labor Surplus Area Concerns (APR 1984)
- 52.222-02 Payment for Overtime Premiums (APR 1984)
- 52.222-03 Convict Labor (APR 1984)
- 52.222-26 Equal Opportunity (APR 1984)
- 52.222-28 Equal Opportunity Preaward Clearance of Subcontracts (APR 1984)
- 52.222-29 Notification of Visa Denial (APR 1984)
- 52.222-35 Affirmative Action for Special Disabled and Vietnam Era Veterans (APR 1984)
- 52.222-36 Affirmative Action for Handicapped Workers (APR 1984)
- 52.222-37 Employment Reports on Special Disabled Veterans and Veterans of the Vietnam Era (JAN 1988)
- 52.223-02 Clean Air and Water (APR 1984)
- 52.223-06 Drug-Free Workplace (MAR 1989)
- 52.225-11 Certain Communist Areas (APR 1984)
- 52.225-13 Restrictions on Contracting With Sanctioned Persons (May 1989)
- 52.227-01 Authorization and Consent (APR 1984)

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CONTRACT CLAUSES

- 52.227-02 Notice and Assistance Regarding Patent and Copyright Infringement (APR 1984)
- 52.227-03 Patent Indemnity (APR 1984)
- 52.227-08 Reporting of Royalties (Foreign) (APR 1984)
- 52.227-09 Refund of Royalties (APR 1984)
- 52.227-11 Patent Rights-Retention by the Contractor (Short Form) (JUN 1989)
- 52.227-14 Rights in Data - General (JUN 1987)
- 52.228-03 Workers' Compensation Insurance (Defense Base Act) (APR 1984)
- 52.228-04 Workers' Compensation and War-Hazard Insurance Overseas (APR 1984)
- 52.228-07 Insurance-Liability to Third Persons (APR 1984)
- 52.229-08 Taxes-Foreign Cost-Reimbursement Contracts (MAR 1990)
- 52.232-17 Interest (APR 1984)
- 52.232-23 Assignment of Claims (JAN 1986)
- 52.232-25 Prompt Payment (APR 1989)
- 52.232-28 Electronic Funds Transfer Payment Methods (APR 1989)
- 52.233-01 and Alt. I Disputes (APR 1984)
- 52.233-03 Protest After Award - Alternate I (AUG 1989)
- 52.237-03 Continuity of Services (APR 1984)
- 52.237-09 Procurement Integrity - Advisory and Assistance Services (May 1989)
- 52.242-01 Notice of Intent to Disallow Costs (APR 1984)
- 52.243-02 & Alt. II Changes-Cost Reimbursement Alternate II (AUG 1987)
- 52.243-07 Notification of Changes (APR 1984)
- 52.244-02 Subcontracts under Cost-Reimbursement and Letter Contracts (JUL 1985)
- 52.244-05 Competition in Subcontracting (APR 1984)
- 52.245-05 Government Property (Cost Reimbursement, Time-and-Material, or Labor-Hour Contracts) (JAN 1986)
- 52.246-03 Inspection of Supplies-Cost Reimbursement (APR 1984)
- 52.246-05 Inspection of Services - Cost-Reimbursement (APR 1984)
- 52.246-23 Limitation of Liability (APR 1984)
- 52.246-25 Limitation of Liability - Services (APR 1984)
- 52.247-01 Commercial Bill of Lading Notations (APR 1984)
- 52.247-63 Preference for U.S.-Flag Air Carriers (APR 1984)
- 52.247-64 Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 1984)
- 52.249-06 Termination (Cost-Reimbursement) (MAY 1986)
- 52.249-14 Excusable Delays (APR 1984)
- 52.251-01 Government Supply Sources (APR 1984)
- 52.204-02 Security Requirements (APR 1984)
- 52.207-03 Right of First Refusal of Employment (APR 1984)
- 52.212-01 Time of Delivery (APR 1984)
- 52.215-26 Integrity of Unit Prices (APR 1987)
- 52.219-14 Limitations on Subcontracting (OCT 1987)
- 52.220-04 Labor Surplus Area Subcontracting Program (APR 1984)
- 52.222-01 Notice to the Government of Labor Disputes (APR 1984)

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- 52.224-01 Privacy Act Notification (APR 1984)
- 52.224-02 Privacy Act (APR 1984)
- 52.227-10 Filing of Patent Applications-Classified Subject Matter (APR 1984)
- 52.230-03 Cost Accounting Standards (SEP 1987)
- 52.230-04 Administration of Cost Accounting Standards (SEP 1987)
- 52.230-05 Disclosure and Consistency of Cost Accounting Practices (SEP 1987)
- 52.232-09 Limitation on Withholding of Payments (APR 1984)
- 52.232-18 Availability of Funds (APR 1984)
- 52.232-20 Limitation of Cost (APR 1984)
- 52.232-22 Limitation of Funds (APR 1984)
- 52.252-06 Authorized Deviations in Clauses (APR 1984)

I.2 A.I.D. ACQUISITION REGULATION (48 CFR CHAPTER 7) CLAUSES

- 752.202
Alt. 70 AID Definitions Clause -- General Supplement for Use in All AID Contracts (APR 1984)
- 752.202
Alt. 72 AID Definitions Clause -- Supplement for AID Contracts Involving Performance Overseas (DEC 1986)
- 752.219-8 Utilization of Small Business Concerns and Small Disadvantaged Business Concerns (APR 1984)
- 752.228-3 Worker's Compensation Insurance (Defense Base Act) (APR 1989)
- 752.228-7 Insurance - Liability to Third Persons (DEC 1988)
- 752.245-70 Government Property-AID Reporting Requirements (APR 1984)
- 752.245-71 Title to and Care of Property (APR 1984)
- 752.7001 Biographical Data (DEC 1988)
- 752.7002
Alt. 70 Travel Expenses and Transportation and Storage Expenses (AUG 1986)
- 752.7003 Documentation for Payment (APR 1984)
- 752.7004 Source and Nationality Requirements for Procurement of Goods and Services (APR 1989)
- 752.7005 Language, Weights, and Measures (APR 1984)
- 752.7006 Notices (APR 1984)
- 752.7007 Personnel Compensation (AUG 1984)
- 752.7008 Use of Government Facilities or Personnel (APR 1984)
- 752.7009 Marking (APR 1984)
- 752.7010 Conversion of U.S. Dollars to Local Currency (APR 1984)
- 752.7011 Orientation and Language Training (APR 1984)

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- 752.7013
Alt. 70 Contractor-Mission Relationships (APR 1984)
- 752.7013
Alt. 71 Contractor-Mission Relationships (APR 1984)
- 752.7014 Notice of Changes in Travel Regulations (DEC 1988)
- 752.7015 Use of Pouch Facilities (APR 1984)
- 752.7020 Organizational Conflicts of Interest (MAR 1985)
- 752.7025 Approvals (APR 1984)
- 752.7026
Alt. 70 Reports (JUN 1987)
- 752.7027
Alt. 71 Personnel (APR 1984)
- 752.7028 Differentials and Allowances (DEC 1988)
- 752.7029 Post Privileges (APR 1984)
- 752.7030 Inspection Trips by Contractor's Officers and Executives (APR 1984)
- 752.7031
Alt. 70 Leave and Holidays (DEC 1988)
- 752.7031
Alt. 71 Leave and Holidays (DEC 1988)
- 752.7031
Alt. 72 Leave and Holidays (AUG 1989)
- 752.7012 Protection of the Individual as a Research Subject (APR 1984)
- 752.7016 Family Planning and Population Assistance Activities (AUG 1986)
- 752.7017 Local Cost Financing with U.S. Dollars (APR 1984)

END OF SECTION I

UNITED STATES INTERNATIONAL
DEVELOPMENT COOPERATION AGENCY
AGENCY FOR
INTERNATIONAL DEVELOPMENT

PIO/T

PROJECT IMPLEMENTATION
ORDER/TECHNICAL
SERVICES

1. Cooperating Country
WORLDWIDE

Page 1 of Pages

2. PIO/T No.
1305331

3. Original or
Amendment No. _____

4. Project/Activity No. and Title
930-0200
WOMEN IN DEVELOPMENT

DISTRIBUTION

Date Posted
 Initials
 FUNDS RESERVED BY:
 PFL/M/A/PNP
 6/17

5. Appropriation Symbol
72-1111021.5

6. Account Symbol and Charge
FDEA-91-13004-KG-11 (145-30-099-00-20-01)

7. Obligation Status
 Administrative Reservation Implementing Document

8. Project Assistance Completion Date (Mo., Day, Yr.)

9. Authorized Agent
OP/W/HP

10. This PIO/T is in full conformance with PRO/AG
Date _____

11a. Type of Action and Governing AID Handbook
 AID Contract (MB 14) PASA/RSSA (MB 12) AID Grant (MB 13) Other

11b. Contract/Grant/PASA/RSSA Reference Number (if this is an Amendment)
TBD

12. Estimated Financing (A detailed budget in support of column (2) is attached as attachment no. _____)

Maximum AID Financing	A. Dollars	(1) Previous Total	(2) Increase	(3) Decrease	(4) Total to Date
					100,000
	B. U.S.-Owned Local Currency				

3. Mission References

14a. Instructions to Authorized Agent
 In conjunction with S&T/ED PIO/T No. 1361275, Project No. 936-5836, Improving Educational Quality; you are requested to add \$100,000 for a PPC/WID buy-in. The services called for are described in the attached Scope of Work. Services should begin o/a 10/1/91 and end o/a PACD.

The funds in this PIO/T will be matched with \$40,000 allocated in PIO/T No. 1361275 and approximately \$27,000 from USAIDS for this activity.

14b. Address of Voucher Paying Office
PFM/CMPD
Rm. 703, SA-2

5. Clearances—Include typed name, office symbol, telephone number and date for all clearances.

The project officer certifies that the specifications in the statement of work are technically accurate PPC/WID, Tim Seims <i>[Signature]</i>	Phone No. 73992	B. The statement of work lies within the purview of the initiating and approved agency programs AA/PPC, Tom O'Keefe <i>[Signature]</i>	Date 31 May 91	Date 6/6/91
	D. Funds for the services requested are available Clearance: DAA/PPC: LWBond <i>[Signature]</i> Date 6/11 S&T/ED: LWhite (Draft) Date 6/4/91			
PPC/WID, Chloe O'Gara <i>[Signature]</i> (Draft)	Date June 3, 91			
S&T/ED, Clifford Block	Date 6/4/91			

6. For the cooperating country: The terms and conditions set forth herein are hereby agreed to

Signature _____ Date _____

15c

17. For the Agency for International Development

Signature *Reginald J. Brown* Date 6/6/91

Title AA/PPC, Reginald J. Brown

CB

AID 1350 1 (3 87) *PIO/T AGENCY FOR INTERNATIONAL DEVELOPMENT PROJECT IMPLEMENTATION ORDER/TECHNICAL SERVICES	1 Cooperating Country Worldwide	Page 1 of 3 Pages
	2 PIO/T No. 1361275	3 <input checked="" type="checkbox"/> Original or Amendment No. _____
	4 Project/Activity No and Title 936-5836 Improving Educational Quality Doc. Type: RFP Doc. No. 0440	

DISTRIBUTION Initials: _____ Date Posted: 3-29-91 PFM/FM/A/PNP FUNDS RESERVED BY: T. Anderson	5 Appropriation Symbol 72-1111021.5	6 Budget Plan Code (145-36-099-01-20-11) DDEA-91-13600-IG11
	7 Obligation Status <input checked="" type="checkbox"/> Administrative Reservation <input type="checkbox"/> Implementing Document	8 Project Assistance Completion Date (Mo, Day, Yr) 12/31/00
	9 Authorized Agent MS/OP/W/HP	10 This PIO/T is in full conformance with PRO/AG No PAF/S/T/HR Date 3/28/91
	11a Type of Action and Governing AID Handbook <input checked="" type="checkbox"/> AID Contract (HB 14) <input type="checkbox"/> AID Grant or Cooperative Agreement (HB 13) <input type="checkbox"/> PASA/RSSA (HB 12) <input type="checkbox"/> Other	11b Contract/Grant/Cooperative Agreement/ PASA/RSSA Reference Number (If this is an Amendment) TBI
	12 Estimated Financing (A detailed budget in support of column (2) is attached as Attachment No. _____)	

Maximum AID Financing Available	A Dollars	(1) Previous Total	(2) Increase	(3) Decrease	(4) Total to Date
					345,000
	B U S Owned Local Currency				

13 Mission References	14A Instructions to Authorized Agent Request that you issue a Request for Proposal (RFP) in order to negotiate a five-year core contract and a five-year requirements contract for the services contained in the attached scope of work. Evaluation criteria for procurement are listed in an attachment. Work should begin NLT September, 1991. The funds in this PIO/T cover the first six months of the contract. A detailed budget is attached. Estimated cost of core contract is \$3,550,000. 14B Address of Voucher Paying Office Agency for International Development PFM/FM/CMPD/DCB, Room 700, SA-2 Washington, D.C. 20523
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15 Clearances—Include typed name office symbol telephone number and date for all clearances			
A The Project Officer certifies that the specifications in the statement of work or program description are technically adequate S&T/ED, Clifford Block <i>Clifford Block</i>	Phone No. 875-4700 Date 3/28/91	B The statement of work or program description lies within the purview of the initiating office, and approved agency programs S&T/ED, Samuel Rea <i>C. Block (Actg.)</i>	Date 3/28/91
C S&T/ED, Linda White <i>Linda White</i>	Date 3/28/91	D Funds for the services requested are available	Date
E S&T/PO, Leola Thompson <i>Leola Thompson</i>	Date 3/28/91	PFM/FM/A/PNP, Rose Anderson	
16 For the Cooperating Country The terms and conditions set forth herein are hereby agreed to Signature _____ Date _____ Title _____		17 For the Agency for International Development Signature <i>Elizabeth P. Roche</i> Date 3/28/91 Title Elizabeth P. Roche, Chief, S&T/PO/PR	

*See HB 3, Sup A, App C, Att B, for preparation instructions Note The completed form contains sensitive information whose unauthorized disclosure may subject an employee to disciplinary action

OFFICE OF FINANCIAL MANAGEMENT