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DEPARTMENT OF STATE
AGENCY FOR INTERNATIONAL DEVELOPMENT
WASHINGTON, D.C. 20523

September 28, 1979

Mr. Isaac Strahl
New York Friends of Yad Benjamin
150 Broadway
New York, New York 10038

Subject: Letter Amendment
No. 1 to Grant AID/asha 137
Yad Benjamin Educational Center

Dear Mr. Strahl:

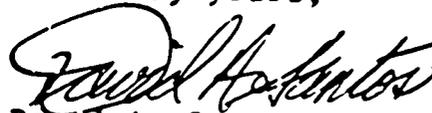
This letter amends grant AID/asha 137 dated July 12, 1977 to extend the expiration date. The grant is amended as follows:

Cover Page - In the second paragraph delete the termination date "September 30, 1979" and insert in lieu thereof "March 31, 1981."

Except as expressly herein amended, said grant is continued in full force and effect in accordance with its terms and conditions.

Please indicate your acceptance of this amendment by signing the original and all copies and returning the original and five copies to this office.

Sincerely yours,



David A. Santos
Director, Office of American
Schools and Hospitals Abroad

ACCEPTED .

New York Friends of Yad Benjamin

By Isaac Strahl

Title Trustee

15 JUL 1977

ORIGINAL

GRANT

BY THE

UNITED STATES OF AMERICA

TO

NEW YORK FRIENDS OF YAD BENJAMIN

FOR

YAD BENJAMIN EDUCATIONAL CENTER, ISRAEL

Pursuant to the authority contained in Section 214 of the Foreign Assistance Act of 1961, as amended, the Government of the United States of America, acting through the Agency for International Development (hereinafter referred to as "A. I. D. ") hereby makes a grant of Seven Hundred and Fifty Thousand Dollars (\$750,000) to New York Friends of Yad Benjamin (hereinafter referred to as "Grantee") to be used solely for the benefit of the Yad Benjamin Educational Center in Israel in accordance with and subject to the terms and conditions set forth in the Appendices hereto attached and made part of this grant, as follows: Appendix A (Special Provisions), and Appendix B (General Provisions: (1) Procurement of Professional Services, (2) Procurement of Construction Services, (3) Procurement of Commodities, (5a) Disbursement Provisions and (6) Administrative and Other Provisions).

This grant is to cover authorized expenditures incurred from the date of execution of this grant and ending September 30, 1979.

Agency for International Development

By Arthur C. Costantino
Director, Office of American
Schools and Hospitals Abroad

Date JUL 12 1977

This grant is hereby accepted under the terms and conditions and for the purposes set forth in the Appendices attached hereto.

New York Friends of Yad Benjamin
261 Broadway
New York, New York 10007

By [Signature]

Title Trustee

Grant No. AID/asha 137

Project No. 913-0264-1278013

Allotment No. 794-13-099-00-84-71

Appropriation No. 72-11710:3

APPENDIX A

SPECIAL PROVISIONS

ARTICLE I - PURPOSE OF THE GRANT

A. Under Section 214 of the Foreign Assistance Act of 1961, as amended, assistance is authorized for schools outside the United States founded or sponsored by United States citizens and serving as study and demonstration centers for ideas and practices of the United States.

B. The Yad Benjamin Educational Center was established in 1963 at Netiva with thirty pupils and during academic year 1976-1977 had an enrollment of 260 boys from disadvantaged families. The school prepares students for a vocational diploma and has two basic majors, one in electronics and the other in electricity. Academic subjects include Jewish and American history and English is taught as a second language.

C. Grantee has requested funds to provide student residence facilities and A. I. D. has determined that \$750,000 should be provided for dormitory facilities.

ARTICLE II - AUTHORIZED EXPENDITURES

Except as otherwise provided by A. I. D. in writing, the funds provided by this grant shall be used only as follows:

Procurement of architectural and construction services and commodities for construction of dormitory facilities of approximately 2,250 square meters, including, to the extent funding permits, furnishings for the dormitories and dining room and kitchen furnishings and equipment.	\$750,000
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ARTICLE III - OTHER SPECIAL PROVISIONS

A. Procurement of Professional Services

Pursuant to Appendix B, Procurement of Professional Services, Grantee is authorized to procure architectural-engineering services in Israel.

B. Authorized Persons

Any person(s) authorized by the Grantee to act for Grantee with regard to administering the activities, contracting for the services and commodities financed by this grant, and requesting disbursement of grant funds, shall be subject to the terms and conditions of this grant. The name(s) of any person(s) so authorized by the Grantee and a specimen signature of such person(s) shall be furnished to A. I. D. and the American Embassy, Israel. In addition, such person(s) shall execute and furnish to A. I. D. and the American Embassy, Israel, a statement legally binding such person(s) to the terms and conditions of this grant.

C. Additional Cost

Grantee agrees that any costs in excess of the amount provided by this grant necessary to construct and furnish the dormitory facilities will be from the account of the Grantee or other private sources.

PROCUREMENT OF PROFESSIONAL SERVICES

A. Definition - Place of Procurement

Professional services refer to architectural-engineering, management, and other consultant services. Appendix A, Special Provisions, will specify whether professional services are to be procured in the United States or may be procured in the country in which Grantee's institution is located.

B. Method of Procurement

1. Selection of Professional Services Firm

For procurement of services in the United States, Grantee shall obtain expressions of interest from various firms. For work estimated to cost over \$25,000, Grantee shall, as part of its effort to obtain expressions of interest, prepare a notice describing the project and services involved for submission to A. I. D. for publication in Commerce Business Daily of the United States Department of Commerce. For procurement of services in the country in which Grantee is located, Grantee shall obtain expression of interest and proposals from firms in accordance with local law and practice. Grantee shall negotiate a proposed contract with the firm Grantee determines to be best qualified.

2. Qualifications and Contract

Grantee shall submit to A. I. D. the names of the firms from whom Grantee obtained proposals and the reasons for selecting the firm chosen. The qualifications of the firm selected shall be submitted to A. I. D. for

approval on form AID 1420-5, Architect-Engineer Questionnaire, or form AID 1420-6, Management Consulting Questionnaire, as appropriate. In addition, Grantee's proposed contract for services, made subject to A. I. D. approval, shall be submitted to A. I. D. for approval of the scope of work, reasonableness of price and adherence to good contracting practice. Grant funds may not be disbursed for professional services prior to written approval of the award and contract by A. I. D.

3. Procurement of Previously Employed Firm or Individual

Grantee may select a firm which Grantee has previously employed for professional services or an individual person without following the selection procedure described in paragraph 1 above. A statement setting forth Grantee's reasons for selection of an individual or previously employed firm shall be submitted to A. I. D. for approval. In addition to the above statement, A. I. D. approval of procurement of such services will be based on the qualifications of the person or firm to perform the work and the adequacy of Grantee's proposed contract as specified in paragraph 2 above.

PROCUREMENT OF CONSTRUCTION SERVICES

A. General

Construction services shall be procured competitively, in a manner to ensure award of a contract to that qualified and responsive bidder offering the lowest price. Construction services shall be procured under a fixed or unit price contract except as A. I. D. may otherwise approve in writing.

B. Place of Procurement

Construction services may be procured from a firm in the country in which Grantee's institution is located unless otherwise specified in Appendix A, Special Provisions.

C. Method of Procurement

1. Selection of Firms to Bid

Grantee shall prepare a synopsis describing its project for use in soliciting the interest of construction firms to bid in accordance with local law and practice. Grantee shall obtain qualifying information necessary to determine that interested firms have satisfactory experience on projects of similar kind and size, adequate financial capacity, necessary manpower and equipment, and any specialized qualification. Grantee shall then determine those firms it considers qualified to bid.

2. A. I. D. Approval Prior to Bidding

Prior to issuance of its Invitation for Bids (IFB), Grantee's bid package shall be submitted to A. I. D. for approval. The IFB shall include the following:

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- (a) the notice and instruction to bidders (3 copies)
- (b) the bid form, including the bid-price schedule if bidding is for a unit price contract (3 copies)
- (c) the proposed contract (3 copies)
- (d) the plans, drawings and specifications (1 set)
- (e) other documents and information included in the IFB (3 copies).

3. A. I. D. Approval Prior to Construction

Following the bidding, the Grantee shall submit to A. I. D. three copies of (1) a tabulation and analysis of the bids received, together with the architect's recommendations and the qualifications of the bidder with whom the Grantee proposes contracting, and (2) a contract with the lowest responsible bidder, which contract shall be made subject to A. I. D. approval of the award and contract. Grantee shall not issue a notice to proceed with construction nor may grant funds be disbursed for construction, prior to written approval of the award and contract by A. I. D.

D. Marking Requirements

An appropriate sign, readable at a reasonable distance, shall be displayed at the construction site indicating that the facility being constructed is financed by A. I. D. Upon completion of construction, a durable metal plaque shall be affixed to the facility giving due credit to the American people for providing the resources to construct the facility. The form of and wording for the plaque shall be submitted to A. I. D. for approval.

PROCUREMENT OF COMMODITIES

Paragraphs A through H apply to procurement of commodities and commodity related services by the Grantee and any Grantee procurement agent. Paragraphs A and B only apply to procurement of commodities under a fixed or unit price contract of the Grantee for construction services.

A. Place of Procurement

Commodities authorized for procurement shall be procured only in the United States or in the country in which Grantee's institution is located (except as Appendix A, Special Provisions, limits procurement to the United States only).

1. Procurement in the United States

Commodities procured in the United States shall have been produced in the United States. A commodity shall not be eligible as being produced in the United States if

(a) more than 50 percent of the total cost of its components were imported into the United States, and

(b) it contains components from any communist country, excluding Yugoslavia.

2. Procurement in the Country in which Grantee's Institution is Located

Commodities procured in the country in which Grantee's institution is located

(a) shall not have entered the market on order from, or otherwise to satisfy a specific need of, the Grantee, except commodities produced in the United States, and

(b) shall not have been produced in, nor--to the best of Grantee's knowledge or the knowledge of any agent or contractor of the Grantee--contain components from, any communist country, excluding Yugoslavia.

B. U. S. Carriers

Shipment of commodities from the United States shall be on U. S. flag carriers except as otherwise approved by A. I. D.

C. Quotations and Bids

Procurement shall be made in accordance with Grantee's regular methods of procurement, provided Grantee employs good business practices which, except as permitted by paragraph D below, shall include:

1. Obtaining quotations or bids, as appropriate, from as many alternative sources as may be feasible, and
2. Procurement at the lowest price except as extenuating circumstances or non-responsive bids otherwise dictate.

Any decision by Grantee to procure a commodity at other than the lowest price offered shall be documented pursuant to paragraph E below.

D. Proprietary Procurement

Proprietary procurement, i. e., procurement from a single source and without obtaining quotations or bids from other manufacturers or suppliers, is hereby authorized (1) to assure compatibility or standardization with existing commodities, (2) when special design requirements are needed and available only from a single source, (3) when a specific commodity has proven to be most economical, dependable or serviceable under local conditions, and (4) when a specific commodity has a sole manufacturer or supplier. Any decision by Grantee to procure a commodity on a proprietary basis shall be documented pursuant to paragraph E below, except for procurement of spare parts and components for existing commodities which may be

undertaken on a proprietary basis without the documentation required in Paragraph E below.

E. Notification to A. I. D.

Any decision by Grantee to procure a commodity (1) at other than the lowest price offered or (2) on a proprietary basis (except for spare parts and components for existing commodities) shall be supported by a statement setting forth the reason(s) and the name(s) of the person(s) deciding that such procurement was advisable and necessary. Statements substantiating the above kinds of action shall be included in Grantee's records and furnished to A. I. D. when the procurement is undertaken.

F. A. I. D. Financed Export Opportunities Bulletin

For commodities costing \$5,000 or more to be procured from the United States, Grantee shall prepare and submit to A. I. D. notice(s) of prospective procurement for publication in the A. I. D. Export Opportunities Bulletin. Each notice shall (1) describe generically the commodities to be procured, (2) provide an address in the United States where more detailed information may be obtained by interested parties, and (3) state that procurement will begin 45 days (or such later date as Grantee may desire) after publication of notice.

G. Marking Requirements

The Grantee shall insure that all major commodities financed under this grant are marked with the official A. I. D. ("clasped hands") emblem, except as A. I. D. may otherwise approve in writing.

H. Procurement Documentation

Grantee's records shall include copies of all solicitations made for bids or quotations for commodities procured under this grant; all quotations or bids received; suppliers commercial invoices; and as applicable, other pertinent documents related to procurement, e. g., bills of lading or other evidence of shipment, including insurance; sales and service contracts or agreements; and Grantee's documentation for proprietary procurement and procurement at other than the lowest price pursuant to paragraph E above.

DISBURSEMENT PROCEDURES

Disbursement for Actual and Accrued Expenses

Except as otherwise provided in Appendix A, Special Provisions, or by A. 1. D. in writing, the disbursement of grant funds shall be in accordance with the following terms and procedures.

A. Disbursement Terms

1. Disbursement for Actual and Accrued Costs

Funds shall be disbursed to the Grantee for actual and accrued United States Dollar and local currency expenses as authorized in Appendix A of this grant.

2. Accrued Costs

Any accrual of costs by the Grantee for which disbursement is requested pursuant to Paragraph B, below, shall be undertaken in accordance with the following guidelines. Accruing costs permits Grantee to request disbursement for expenses incurred for a given period although such expenses may not have been actually paid in cash. As applicable, costs of professional services and/or construction services shall be considered to accrue as a contractor performs his work and materials are delivered to the work site, irrespective of whether the contractor has submitted his bill for such services and/or materials. Accordingly, the cost of work performed and/or materials delivered may be estimated and

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Grantee may request disbursement by A. I. D. for such accrued costs. Any "first payment" provision or construction "start-up costs" provided for in a contract, and within the authorized expenditures of the grant, shall be considered to accrue upon A. I. D.'s approval of the contract. Expenditures for commodities, including books and periodicals, shall be considered to accrue upon delivery of the commodities, or receipt of the bill, whichever is earliest. For commodities procured in the United States, delivery occurs when Grantee, or Grantee's contractor, takes title, typically in the U. S. when the commodities are delivered for shipment overseas.

3. Conversion of Dollars to Local Currency

Grantee is authorized to convert United States Dollars to local currency. Such conversions shall be made by, or under arrangements and at rates approved by, a United States Disbursing Officer at the A. I. D. Mission, American Embassy, or Consulate in the country where Grantee's institution is located.

4. Restriction on Interest

Interest earned on all or any part of the funds disbursed under this grant, whether dollars or dollars converted to local currency, shall be refunded to A. I. D.

5. Records of Grant Financed Expenditures

Grantee's records and books of account shall be maintained in such a manner that expenditures financed by this grant may be readily identified.

B. Method of Disbursement

1. Requesting Payment

To obtain disbursement for authorized expenditures, the Grantee shall request payment, typically not more frequently than once each month, from the A. I. D. Mission Controller or, if there is no A. I. D. Mission in the country where Grantee's institution is located, from the American Embassy. Requests for payment shall include the documentation, (voucher, expenditure report and certification), set forth below.

2. Voucher

Grantee shall submit Voucher Form 1034 (original) and three copies of SF 1034 (a), properly executed, to show the amount of expenditures during the period for which disbursement is requested.

3. Expenditure Report

All vouchers submitted under this grant shall be supported by an original and three copies of an expenditure report as follows:

<u>Authorized Expenditures</u>	<u>Authorized Amount</u>	<u>Expenditure Report</u>	
		<u>Total Expenditures To Date</u>	<u>This Period</u>
(Describe authorized expenditures as set forth in Appendix A)	(As applicable, insert grant amount allocated for authorized expenditures)		

4. Certification

Each request for disbursement of grant funds shall include a certification signed by an authorized representative of the Grantee as follows:

"The undersigned hereby certifies (1) that the payment of the sum claimed under this voucher is proper and due under the terms of the grant; and (2) that the information contained in the expenditure report is true and correct."

Signature

Date

5. Final Payment

For final payment under this grant, Grantee shall submit Voucher Form 1034 (original) and three copies of Voucher Form 1034 (a), marked "FINAL VOUCHER," together with the expenditure report and certification described above not later than 90 days after the expiration of this grant or such other period as may be approved in writing by A. I. D.

6. Additional Documentation

A. I. D. may request the submission of additional documentation to that required above to support authorized expenditures charged by the Grantee to this grant.

ADMINISTRATIVE AND OTHER PROVISIONS

A. Reports to Office of American Schools and Hospitals Abroad

As a condition of accepting this grant, Grantee agrees to keep the Office of American Schools and Hospitals Abroad (ASHA) informed of its activities toward accomplishing the purposes of this grant as well as its successes and problems as an American founded or sponsored institution overseas. To this end, Grantee agrees, pursuant to the provisions set forth below, to submit to ASHA

- quarterly reports of grant expenditures,
- quarterly progress reports on capital improvements, and
- an annual institutional report.

Grantee should bear in mind that failure to submit the reports enumerated above would lead to suspension of disbursement of funds by A. I. D.

1. Quarterly Report of Grant Expenditures

Grantee shall submit to ASHA a quarterly report of grant expenditures as illustrated in the attached format, (See Attachment A). Three copies of this report shall be submitted within 15 days following the end of each quarter of the calendar year, until the (1) expiration date of the grant, (2) total expenditure of grant funds, (3) completion of the purpose of the grant, or (4) termination of the grant, whichever is earliest. This report is separate from and additional to expenditure reports submitted with disbursement vouchers prepared pursuant to the Disbursement Provisions of this grant.

2. Quarterly Progress Report on Capital Improvements

If the Special Provisions of this Grant (Appendix A) provide funding for construction, commodity procurement or other capital improvements, Grantee shall submit two copies of a progress report within 15 days following the end of each quarter of the calendar year. The reports should include the following information and may be consolidated into one quarterly report, as applicable.

a) Construction Progress

The status of planning, contracting, construction, and related procurement by a fixed or unit price contractor should be reported in full. Each report should show the percentage of completion of each major segment of work, e. g. final architectural-engineering planning, excavation, structural work, mechanical work, electrical work, etc., and should indicate how the rate of work compares with the progress schedule adopted at the inception of the project. The progress schedule should be included in each report, along with any revisions made in the schedule and the reasons for such revisions. As applicable, one or more photographs should be included showing the work in progress. The report should include a statement of utilization of funds for the project and should separately identify both grant funds and any other funds financing the project, as applicable. The report should inform ASHA of any current or potential problems affecting the character and progress of the work and steps taken, or which are to be taken, to resolve them.

b. Commodity Procurement

Commodity procurement undertaken during the reporting period by the Grantee or Grantee's procurement agent, excluding procurement undertaken by a fixed or unit price construction contractor, should be reported as follows:

<u>Description and Amount of Commodities Procured</u>	<u>Price</u>	<u>Number of Quotations/ Bids*</u>	<u>Lowest Price (yes, no)</u>	<u>Place of Purchase (U.S., local country)</u>
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*Indicate any proprietary procurement with a "P" (See the grant provisions relating to Procurement of Commodities for information regarding proprietary procurement)

3. Annual Institutional Report

Grantee shall submit an Annual Institutional Report informing ASHA of significant activities, accomplishments, problems, plans for the future, and the contribution this grant is making to Grantee's educational and/or medical endeavors. The report should cover the goals of the institution as well as the assumptions on which the goals are based; changes, improvements or setbacks in the academic or medical programs; local and international developments or trends affecting operations; administration; staffing; budget and finance. Three copies of the report should be submitted to ASHA for each 12 month period, covered in whole or part by the term of the grant, at such times as is most relevant in terms of Grantee's academic or fiscal year.

B. Records and Books of Account - Right of Inspection

The Grantee shall keep full and complete records and books of account, in accordance with generally accepted accounting principles, covering financial details applicable to this grant. A. I. D. and the Comptroller General of the United States, or any of their authorized representatives, shall have the right to examine, audit and copy, at all reasonable times, all such records and books of account, and all other documents or reports, pertaining to the grant. All such books and records shall be maintained by Grantee for at least three years after the date of the last disbursement by A. I. D.

C. Reimbursement to A. I. D.

The Grantee shall promptly reimburse A. I. D. the full amount of any expenditures made by it from granted funds which A. I. D. shall determine to have been applied by the Grantee other than for approved activities or otherwise expended in violation of any of the conditions of this grant.

D. Non-liability

A. I. D. disclaims all liability with respect to any claims for personal property, injury or damage arising out of or connected with activities supported by this grant.

E. Equal Opportunity

Grantee's employment practices with regard to U. S. nationals shall provide equality of opportunity without regard to race, religion, sex, color or national origin. Further, in the carrying out of its educational and/or medical program, Grantee agrees that no person shall, on the grounds of race, religion, sex, color or national origin, be excluded from participation, be denied benefits, or be otherwise subject to discrimination.

The above shall not be construed to require enrollment of students of both sexes at an educational institution enrolling boys or girls only.

F. Covenant Against Contingent Fees

The Grantee warrants that no person or firm has been employed or retained to solicit or secure this grant upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warranty, A. I. D. shall have the right to cancel this grant without liability or, in its discretion, to deduct from the grant amount, or otherwise recover, the full amount of each commission, percentage, brokerage, or contingent fee.

G. Officials Not to Benefit

No member or delegate to the Congress or resident commissioner shall be admitted to any share or part of this grant or to any benefit that may arise therefrom.

H. Termination

A. I. D. may revoke this grant at any time for the convenience of the United States Government by giving written notice to such effect to the Grantee. Upon receipt of and in accordance with such notice, Grantee shall take appropriate action to minimize all expenditures and cancel outstanding obligations financed by this grant wherever possible. Grantee shall be reimbursed for all obligations incurred prior to the date of termination which have not been cancelled and which it has paid in accordance with the provisions of this grant. Grantee shall refund to A. I. D. any unexpended and/or non-obligated portion of the funds which have been disbursed to the Grantee by A. I. D. within ninety (90) days after the termination of this grant.

I. Notices

Any notice given by any of the parties hereto shall be sufficient only if in writing and delivered to the following:

To A. I. D.

Office of American Schools and Hospitals Abroad
Agency for International Development
Washington, D. C. 20523

To Grantee

Name and address as set forth on the cover page of this grant, or such other address as either of the parties shall have designated by notice given as herein required. Notices hereunder shall be effective when delivered in accordance with this clause or on the effective date of the notice, whichever is later.

QUARTERLY REPORT OF GRANT EXPENDITURES*

Grant Number _____

Total Grant Amount _____

For Report Period _____
Ending (month/day/year)_____
Institution

DESCRIPTION	EXPENDITURES FOR REPORTING QUARTER**	TOTAL ACTUAL EXPENDITURES (Cumulative from inception of grant, incl. reporting quarter)	TOTAL ACTUAL AND ACCRUED COSTS***
1. Construction			
a. Architectural and Engineering services			
b. Construction services			
c. Other (specify)			
2. Equipment and Supplies			
3. Scholarships			
4. Other (salaries, travel, allowances, etc. specify)			
TOTAL	_____	_____	_____

*Three copies of this report should be submitted, to the Office of American Schools and Hospitals Abroad (A.I.D.), within 15 days following the end of each quarter of the calendar year until (1) expiration of the grant, (2) expenditure of grant funds, (3) achievement of the purpose of the grant, or (4) termination of the grant whichever is earliest. A report should be submitted even if no expenditures were incurred during the reporting quarter.

**Reports should include all actual expenditures whether they have been reimbursed by A.I.D. or not.

***Report all actual costs (column 3) plus costs accrued as of the end of the reporting period which are to be charged against the grant, e.g. the total unpaid value of Grantee contracts for services and purchase orders for equipment and supplies. Obligations with regard to salaries, allowances, travel, etc. (not part of a contract with a firm for services) should be accrued only through the end of the next reporting quarter.

1.6