

**UNITED STATES OF AMERICA
AGENCY FOR INTERNATIONAL DEVELOPMENT**

1. Country of Performance: Worldwide	Adv. & Asst. Services Yes [] No [x]						
2. Contract (Incorporating FAR and AIDAR Clauses):							
<table style="width: 100%; border: none;"> <tr> <td style="width: 50%;">Contract No: GPO-I-00-06-00007-00</td> <td style="width: 50%;">Order No: GPO-I-03-06-00007-00</td> </tr> </table>		Contract No: GPO-I-00-06-00007-00	Order No: GPO-I-03-06-00007-00				
Contract No: GPO-I-00-06-00007-00	Order No: GPO-I-03-06-00007-00						
NEGOTIATED PURSUANT TO THE FOREIGN ASSISTANCE ACT OF 1961, AS AMENDED, AND EXECUTIVE ORDER 11223							
3. CONTRACTOR (Name and Address):	4a. ISSUING OFFICE:						
John Snow, Inc. 44 Farnsworth Street Boston, MA 20523 DUNS: 091500090 TIN: 0425785580	US Agency for International Development M/OAA/GH/HSR, RRB 7.09-72 1300 Pennsylvania Avenue, NW Washington, DC 20523-7900						
	4b. ADMINISTRATION OFFICE:						
	Same as Block 4a						
5. TECHNICAL OFFICE:	6. PAYING OFFICE. SUBMIT INVOICE TO:						
US Agency for International Development Bureau of Global Health, GH/HIDN 1300 Pennsylvania Avenue, NW Washington, DC 20523	US Agency for International Development Office of Financial Management M/FM/CMP 1300 Pennsylvania Avenue, NW Washington, DC 20523						
7. EFFECTIVE DATE:	8. ESTIMATED COMPLETION DATE:						
04-06-2007	04-05-2012						
9. ACCOUNTING AND APPROPRIATION DATA: (See Section G)							
<table style="width: 100%; border: none;"> <tr> <td>Total Estimated Cost:</td> <td style="text-align: right;">\$894,917,675</td> </tr> <tr> <td>Amount Obligated this Action:</td> <td style="text-align: right;">\$1,400,000</td> </tr> <tr> <td>Cumulative Obligation:</td> <td style="text-align: right;">\$1,400,000</td> </tr> </table> <p style="margin-top: 10px;">Please see Section G.5 for Detailed Accounting and Appropriations Data.</p>		Total Estimated Cost:	\$894,917,675	Amount Obligated this Action:	\$1,400,000	Cumulative Obligation:	\$1,400,000
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Amount Obligated this Action:	\$1,400,000						
Cumulative Obligation:	\$1,400,000						
10. The United States of America, represented by the Contracting Officer signing this Order, and the Contractor agree that: (a) this Order is issued pursuant to the Contract specified in Block 2 above and (b) the entire Contract between the parties hereto consists of this Order and the Contract specified in Block 2 above.							
11a. NAME OF CONTRACTOR:	11b. UNITED STATES OF AMERICA						
John Snow, Inc.	Agency for International Development						
BY: _____	BY: _____						
NAME:	NAME: Bruce Baltas						
TITLE:	TITLE: Contracting Officer						
DATE:	DATE:						

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SECTION B – SUPPLIES OR SERVICES AND PRICE/COSTS

B.1 PURPOSE

The United States Agency for International Development (USAID), Bureau of Global Health, Office of Health, Infectious Diseases and Nutrition (GH/HIDN) requires support to provide USAID Missions and Bureaus with a worldwide mechanism to support the goals and objectives of the PMI and USAID's goal of reducing the burden of malaria in Africa, as detailed in Section C.1 Background.

B.2 CONTRACT TYPE

This is a cost plus fixed fee completion form task order. For the consideration set forth in the contract, the Contractor shall provide the deliverables or outputs described in Section C and comply with all contract requirements.

B.3 BUDGET AND CEILING PRICE

The Total Estimated Cost of this acquisition is **\$894,917,675.00**.

The contractor will not be paid any sum in excess of the ceiling price.

B.4 PAYMENT

The paying office is specified on the Cover Page, Block 6. For invoice information, refer to Section G.4.

END OF SECTION B

SECTION C – DESCRIPTION / SPECIFICATIONS/STATEMENT OF WORK

C.1 BACKGROUND

(1) Purpose

USAID has supported the provision of malaria commodities in a number of countries for several years. With the increased resources of the Presidential Malaria Initiative (PMI), USAID now has the ability to meet ambitious treatment and prevention coverage targets by providing, expanding access, and ensuring appropriate use of key malaria commodities.

This Task Order is intended to provide USAID Missions and Bureaus with a worldwide mechanism to support the goals and objectives of the PMI and USAID's goal of reducing the burden of malaria in Africa. It will support USAID's implementation of malaria prevention and treatment programs through the procurement, management, and delivery of high quality, safe, and effective malaria commodities; the provision of on-the-ground logistics capacity, technical assistance, and pharmaceutical management expertise; and technical leadership to strengthen the global supply, demand, and financing of high quality malaria commodities.

(2) The President's Malaria Initiative

Malaria is a global problem in over half the world's countries but is a particularly severe public health problem in Africa¹PT. It is estimated that more than 1 million Africans die from malaria each year, the majority children under 5 years of age. In addition, malaria contributes to premature delivery and low birth weight, and overall child mortality.²PT It has been estimated that high-burden countries lose approximately 1.3% of their economic growth because of malaria.³PT Much of the progress African nations have made in strengthening the development of their countries is being weakened by the toll of malaria.

Recognizing the urgent need for a dramatic scaling-up of the effort against malaria, on June 30, 2005, President George W. Bush announced a new U.S. Government Malaria Initiative of \$1.2 billion over the next five years. This new initiative began with \$30 million in bilateral funding in FY 2006 and will increase each year to a peak of \$500 million through FY 2010.

The Presidential Malaria Initiative (PMI) is intended to accelerate delivery of a package of proven preventive and curative interventions in 15 high-burden African countries. The program is expected to reduce malaria deaths by fifty percent (50%) by achieving eighty-five percent (85%) coverage of proven interventions including effective treatment with artemisinin-based combination therapies (ACTs), prevention with insecticide-treated nets (ITNs) and indoor residual spraying (IRS), and intermittent preventive treatment for pregnant women (IPTp).

USAID is the lead implementing agency for the PMI working closely with Department of Health and Human Service's Centers for Disease Control and Prevention, Department of State, National Institute of Health, and other USG agencies. In addition to PMI focus countries, USAID will also continue to

¹ WHO, Roll Back Malaria, http://www.rbm.who.int/docs/rbm_brochure.pdf

² WHO, World Malaria Report 2005, <http://rbm.who.int/wmr2005/html/1-2.htm#box2>

³ WHO, World Malaria Report 2005, <http://rbm.who.int/wmr2005/html/1-2.htm#box2>

support malaria programs in a targeted number of other countries (PMI non-focus countries). USAID malaria programs in non-focus countries will operate in a similar fashion as PMI focus countries with an emphasis on achieving coverage of proven interventions such as IRS, ITNs, IPT, and ACTs. Implementation of the initiative will be closely coordinated with the efforts of host government and national and international partners, including the non-governmental and private sectors.

A key focus of the PMI in focus and non-focus countries and regional programs will be the provision and management of lifesaving commodities including insecticide-treated nets (ITNs) especially long-lasting insecticide treated nets (LLINs), artemisinin-based combination therapies (ACTs), drugs for the prevention and treatment of uncomplicated and severe malaria, rapid diagnostic tests (RDTs), and laboratory supplies and equipment for malaria diagnosis.

(3) Related procurement and logistics contracts

In addition to Task Order 1 under the Deliver 2 IQC, there are several existing USAID Global Health mechanisms that either directly or indirectly support the implementation of the PMI and USAID's malaria program. The Indoor Residual Spray IQC and Integrated Vector Management 2 task order are intended to provide implementation support and technical leadership in the areas of indoor residual spraying and vector control. The NetMark Plus project supports the private sector supply and demand for insecticide treated nets. The Rational Pharmaceutical Management Plus project provides technical assistance in the areas of logistics, pharmaceutical management, ACT implementation, and drug quality. The United States Pharmacopeia Drug Quality Information project provides technical assistance to country programs to ensure the quality of anti-malaria drugs and their informed and appropriate use. The UNICEF Malaria Control Grant provides commodity procurement, logistics and technical assistance support through UNICEF Supply Division and UNICEF Country Offices. The UNICEF Malaria Control Grant will be the primary mechanism for malaria commodity procurement for Fiscal Year 2007 and will continue to provide commodity and logistics support throughout the life of the PMI.

This task order shall coordinate and draw upon the resources available to USAID in Task Order 01. In addition, the Contractor is required to coordinate with the above USAID mechanisms, National Malaria Control Programs, and Essential Drugs and FDAs in countries, and others that are described further below to support worldwide commodities procurement and implementation goals of the PMI.

C.2 OBJECTIVES

The three main objectives of this Task Order are to:

Objective 1: Improve and Expand USAID's Provision of Malaria Commodities to Programs

Objective 2: Strengthen In-country Supply Systems and Capacity for Effective Management of Malaria Commodities

Objective 3: Improve Global Supply and Long-term Availability of Malaria Commodities

In pursuit of these objectives, the Contractor shall:

- (i) Establish cost-effective implementation mechanisms for forecasting, procurement, logistics and management of commodities;

- (ii) Provide USAID and host country institutions with technical expertise and implementation support in all aspects of malaria commodity forecasting, procurement, supply chain, and pharmaceutical management to support the PMI and the USAID’s malaria strategy; and
- (iii) Customize technical consultations and program support to meet evolving USAID requirements under the PMI.

C.3 TASK ORDER SCOPE

(1) General

The Contractor shall provide malaria commodities procurement and supply chain management services and support to USAID Missions, the USAID/Washington Global Health Bureau, and other USAID Bureaus and operating units. Through this contract, the Contractors shall also provide, as requested by USAID, planning, organization, management, implementation, and reporting on commodity forecasting, procurement and supply chain management; USAID Mission requested host-country technical assistance (when required); long- and short-term technical assistance; and advisory and monitoring services to host country institutions (both governmental and non-governmental) to implement effective commodity forecasting, procurement and supply chain management programs.

(2) Contractors’ Roles

The Contractor will constitute technical resources from which USAID Missions and Bureaus may draw on to meet commodities provision and management requirements under the PMI program, as well as fulfill the Task Order Objectives outlined below.

(3) Description of Functional Activities from the Key Objectives

The component objectives and activities to be performed under this Task Order include the following:

Objective 1: Improve and Expand USAID’s Provision of Malaria Commodities to Programs
<p>Tasks include:</p> <ul style="list-style-type: none"> 1.a: Tendering and administering contracts with suppliers and internationally recognized wholesalers; 1.b: Define criteria to pre-qualify commodities and sources of supply for USAID procurement with respect to dimensions such as quality, efficacy, safety, performance, reliability, and sensitivity; 1.c: Creating and maintaining a quality assurance (QA) and quality control (QC) program to ensure commodities meet contractual product specifications; 1.d: Procurement management and commodity ordering support to all USAID funded malaria programs and PMI focus countries, and support for commodity procurement, ordering, reporting and management through the MIS system supported under Task Order 1; 1.e: Provide freight forwarding, insurance, custom clearance, and consignment that promote efficient and secure delivery of malaria control program commodities; 1.f: Coordinating procurements and deliveries with other international donors; 1.g: Support USAID commodity procurement through other USAID-funded mechanisms, such as the UNICEF Malaria Control Grant and WHO’s Roll Back Malaria Medicines and Supply Service; 1.h: Provide commodity-specific information to USAID for inclusion in the annual PMI report and other Congressional requests for information;

Objective 2: Strengthen In-Country Supply Systems and Capacity for Effective Management of Malaria Commodities

Tasks include:

- 2.a: Sustainability, capacity building, and long-term financing;
- 2.b: Strengthening pharmaceutical management systems and supply chains and coordinating logistics required throughout the supply chain with a specific focus on the delivery of commodities from port of entry to point of use;
- 2.c: Ensuring quality assurance and quality control within the supply chain;
- 2.d: Coordinating, implementing and managing logistics for large-scale ITN distribution campaigns, re-treatment campaigns, and routine distribution;
- 2.e: Management of diagnostic equipment including laboratory supplies and rapid diagnostics tests;
- 2.f: Coordinating, implementing and rolling out of artemisinin-based combination therapies (ACTs) and diagnostics;
- 2.g: Analyzing, introducing and overseeing commodities in the private sector supply chain;
- 2.h: Strengthening pharmacovigilance and post market surveillance;
- 2.i: Strengthening waste management systems;

Objective 3: Improve Global Supply and Availability of Malaria Commodities

Tasks include:

- 3.a: Supporting global leadership on key commodity supply chain management issues;
- 3.b: Coordinating with other international donors and procurement agencies;
- 3.c: Working with malaria control programs in Africa on policy issues regarding the adoption, financing, and implementation of malaria commodities, particularly ITNs, ACTs and RDTs;
- 3.d: Coordinating with other USAID contractors and cooperative agencies;
- 3.e: Strengthen and define PMI prequalification process for malaria commodities working with domestic and international standards and partners as appropriate;
- 3.f: Periodic analysis of supply and pricing issues;
- 3.g: Support development of new technology and products;

C.4 IMPLEMENTATION AND MANAGEMENT PLAN

The Contractor shall provide contract management necessary to fulfill all the requirements of this task order. This includes cost and quality control under this contract.

C.5 BRANDING IMPLEMENTATION AND MARKING PLAN

The Branding Implementation and Marking Plan in response to USAID's Branding Strategy is detailed in Attachment J.1 and incorporated here by reference.

C.6 PERFORMANCE MONITORING PLAN

The contractor's performance shall be evaluated based on the completion of specific tasks as outlined in the Task Order, adherence to the work plan, and reports submitted to the Task Order Cognizant Technical Officer (TOCTO).

END OF SECTION C

SECTION D – PACKAGING AND MARKING

D.1 AIDAR 752.7009 MARKING (JAN 1993)

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

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

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

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

D.2 BRANDING

The Contractor shall comply with the requirements of the USAID “Graphic Standards Manual” available at www.usaid.gov/branding, or any successor branding policy.

END OF SECTION D

SECTION E - INSPECTION AND ACCEPTANCE

E.1 TASK ORDER PERFORMANCE EVALUATION

Task order performance evaluation shall be performed in accordance with the USAID | DELIVER IQC, Section E.3.

END OF SECTION E

SECTION F – DELIVERIES OR PERFORMANCE

F.1 PERIOD OF PERFORMANCE

- (a) The estimated period of performance for this task order is April 6, 2007 through April 5, 2012.
- (b) Subject to the cost plus fixed fee amount of this task order, the TOCTO may extend the estimated completion date, provided that the extension does not cause the elapsed time for completion of the work, including the furnishing of all deliverables, to extend beyond 60 calendar days from the original estimated completion date. Prior to the original estimated completion date, the contractor shall provide a copy of the TOCTO's written approval for any extension of the term of this task order to the Contracting Officer; in addition, the contractor shall attach a copy of the TOCTO's approval to the final voucher submitted for payment.
- (c) It is the contractor's responsibility to ensure that the TOCTO-approved adjustments to the original estimated completion date do not result in costs incurred that exceed the ceiling price of this task order. Under no circumstances shall such adjustments authorize the contractor to be paid any sum in excess of the task order amount.
- (d) Adjustments that will cause the elapsed time for completion of the work to exceed the original estimated completion date by more than 60 calendar days must be approved in advance by the Task Order Contracting Officer (TOCO).

F.2 DELIVERABLES

The Contractor shall be expected to provide the following deliverables under this Task Order:

- a) Assuming an expeditious USAID waiver and approval time (14 working days from the date of submission for approval), procurement and delivery mechanisms in place within 60 days of award.
- b) Timely and efficient procurement, management, delivery and consignment of up to an estimated commodity value of \$804,500,000 over the life of the contract, subject to funding availability.
- c) Availability of the first release of the Orion MIS system within 60 days of award.
- d) Timely mobilization and response to USAID requests for technical assistance related to Objective 2 and Objective 3, upon CTO concurrence and available funding.

F.3 TECHNICAL DIRECTION AND DESIGNATION OF RESPONSIBLE USAID OFFICIALS

Mr. Bruce Baltas
Contracting Officer
U.S. Agency for International Development
M/OAA/GH/HSR, RRB 7.09-072
1300 Pennsylvania Avenue NW
Washington, DC 20523
Email: bbaltas@usaid.gov

The Cognizant Technical Officer (CTO) will be designated separately.

F.4 PLACE OF PERFORMANCE

The place of performance under this Task Order is Worldwide, as specified in the Statement of Work.

F.5 AUTHORIZED WORK DAY / WEEK

No overtime or premium pay is authorized under this Task Order.

F.6 REPORTS

In addition to the requirements set forth for submission of reports in Sections I and J, and in accordance with AIDAR clause 752.242-70, Periodic Progress Reports, the Contractor shall submit reports, deliverables or outputs as further described below to the CTO (referenced in Sections F.2 and G). All reports and other deliverables shall be in the English language, unless otherwise specified by the CTO.

The Contractor shall develop and report to USAID on program progress using a planning and monitoring system that focuses on the performance work statement, annual performance work plans, and accompanying budgets, semi-annual performance reports, and specific technical reports. In addition, to these reports, the Contractor will also submit a final contract completion report. All reports must be in English and in a format that has been approved by USAID.

(a) Annual Performance Work Plans

Deliverables related to all three Objectives will be specified in the Annual Workplan. The Contractor shall prepare and present the initial annual performance work plan to USAID for approval within 45 days of award. Subsequent workplans will be submitted 30 days before the close of each operating year. Each will cover a 15 month period to facilitate continuity from one year to the next. The annual performance work plan must show expected progress toward program and contract objectives and achievement of the project results. The annual performance work plan should not exceed 50 pages and address the following points in a coherent and

concise presentation that can be reviewed quickly by USAID management: (a) the performance objectives or benchmarks for the period; (b) the expected activities and deliverables; (c) how the annual objectives and activities contribute toward achieving contract objectives; (d) expected completion date of the activities; (e) cost estimates for each major category; and, (f) critical assumptions or support needed from USAID, and other activity partners to accomplish the work.

These plans should be dynamic and updated as necessary to reflect changes in strategies and/or activities. The work plans with their budgets will be submitted at least 30 days before the close of each operating year.

(b) Semi-annual Performance Report

The Contractor shall submit a brief report (not to exceed 15 pages) on its semi-annual performance within 45 days of the end of the period being covered. The report should address the following areas: (a) performance objectives/expected outputs for the period; (b) summary of major accomplishments during the period as well as unexpected or unplanned outcomes/activities during the quarter; (c) outstanding issues and implementation problems and options for resolving these issues and problems; (d) planned performance objectives for the next period; and, (e) an administrative report covering expenditures by contract budget category and status of funds available to date. This report should also contain an evaluation against the agreed performance standards.

(c) Annual Report

The Contractor shall submit a comprehensive annual report (not to exceed 30 pages) combining the fourth quarter activities and providing an assessment towards achieving the annual objectives set forth in the Annual Performance Work plans.

(d) Commodity Management Reports

The Contractor is expected to produce and submit commodity management reports that at a minimum specify receipt of goods, order tracking, financial reports detailing status of obligations, expenditures, and remaining balance of USAID funds; shipment history report. Fields may include country recipient, procurement status, commodity, quantities, freight mode, shipping date, receipt date.

(e) Certificate of receipt of goods

The Contractor is expected to document and certify delivery of commodities to consignee through a reporting and verification system. The Contractor shall maintain this documentation on file and keep available for USAID or external review.

(f) Contract Completion Report

Within 60 days after the Task Order 2 completion date, the Contractor will submit a final completion report that describes, in summary form, the following: (a) specific objectives of the

task order; (b) activities undertaken to achieve task order objectives and the results achieved; (c) cost of efforts; and, (d) actions taken to ensure the continuation and sustainability of program objectives or recommendations regarding unfinished work and/or program continuation.

(g) Quality Assurance Surveillance Plan (QASP)

Monitoring and evaluation of the Contractor's overall performance will be in accordance with the performance standards established in the quality assurance surveillance plan proposed by the Contractor. Evaluation of the contractor performance shall be conducted jointly by the CTO and the Contracting Officer, and shall form the basis of the Contractor's permanent performance record with regard to this contract.

(h) Other Reports

It is anticipated that this task order will receive multiple sources of USAID funding from Missions and USAID Bureaus. The Contractor shall track and report the following:

- 1) The fund's directive and account data;
- 2) The contributing Office or Mission location;
- 3) The program objective for each input of funds provided to the contract;
- 4) Commodity reports;
- 5) Indicators specified by the Malaria Annual Program Report.

F.7 FIELD SUPPORT APPROVAL PROCESS

When a mission or bureau proposes to add field support funds for activities to be performed under this Task Order, i.e., a task order that has been awarded to accept field support, the following process shall be followed:

1. The mission activity manager submits a SOW for those activities to the CTO of the task order (TO CTO), along with the mission's government cost estimate. If the TO CTO makes an initial determination that the activities are within the scope of the overall task order, the TO CTO passes it on to the contractor.
2. The TO contractor prepares an initial workplan and estimated budget for the activity, and fills out the checklist (Attachment J.2) that gives information on summary budget, LOE and other contractual information such as any need for waivers or new subcontracts.
3. The contractor submits the draft workplan, the signed checklist, and a detailed budget to the TO CTO and the mission or bureau activity manager. The TO CTO and the mission technical manager review the documents.
4. Upon approval, the TO CTO and the mission activity manager sign the checklist and send it to the TO CO, along with the mission's government cost estimate.
5. If the activity budget is less than \$500,000 or for centrally procured commodities, a unilateral modification of the task order is executed by the TO CO and distribution occurs. If the activity budget is for \$500,000 or more of the work, the TO CO may require additional budget detail from the mission.

6. The TO CO will review these documents and within a reasonable response time (10 days) will either execute the task order modification or request further clarification from the TO contractor.

END OF SECTION F

SECTION G – TASK ORDER ADMINISTRATION DATA

G.1 CONTRACTING OFFICER'S AUTHORITY

The Contracting Officer is the only person authorized to make or approve any changes in the requirements of this task order and notwithstanding any provisions contained elsewhere in this task order, the said authority remains solely in the Contracting Officer. In the event the Contractor makes any changes at the direction of any person other than the Contracting Officer, the change shall be considered to have been made without authority and no adjustment shall be made in the contract terms and conditions, including price.

G.2 TECHNICAL DIRECTION

The USAID/GH/HIDN office shall provide technical oversight to the Contractor through the designated CTO. The contracting officer shall issue a letter appointing the CTO for the task order and provide a copy of the designation letter to the contractor.

G.3 ACCEPTANCE AND APPROVAL

The CTO must accept and approve deliverables and reports before payment may be made.

G.4 INVOICES

One (1) original of each invoice shall be submitted on an SF-1034 Public Voucher for Purchases and Services Other Than Personal to USAID/M/FMO/CMP. One copy of the voucher and the invoice shall also be submitted to the Contracting Officer and the CTO.

Electronic submission of invoices is encouraged. Submit invoices to the Office of Chief Financial Officer to this address: EI@USAID.GOV.

The SF-1034 must be signed, and it must be submitted along with the invoice and any other documentation in Adobe.

Paper Invoices shall be sent to the address indicated on the Cover Page, Block 6.

If submitting invoices electronically, do not send a paper copy.

G.5 ACCOUNTING AND APPROPRIATIONS DATA

NMS Request No:	1943
Organization:	12603
Commitment Doc. Type:	PR
Commitment Number:	GH/HIDN-01943
Line No.:	1
BBFY:	2007
EBFY:	2008
Fund:	CD
OP Unit:	GH/HIDN
Strategic Objective:	A11
Distribution:	936-3100
Management:	A049
BGA:	997
SOC:	4100300
Amount Obligated:	\$1,400,000.00

END OF SECTION G

SECTION H – SPECIAL TASK ORDER REQUIREMENTS

H.1 KEY PERSONNEL

The contractor shall provide the following key personnel for the performance of this task order:

<u>Name:</u>	<u>Title:</u>
1.	Project Director
2.	Technical Director
3.	Procurement Coordinator

USAID reserves the right to adjust the level of key personnel during the performance of this task order.

H.2 AUTHORIZED GEOGRAPHIC CODE

- In accordance with Section H.7 of the USAID | DELIVER IQC:
- The authorized geographic code for the prime contractor is 000;
- The authorized geographic code for the procurement of goods and services under this order is 935;
- The authorized geographic code for the subcontractors is 935;

H.3 LANGUAGE REQUIREMENTS

All deliverables shall be produced in English.

H.4 GOVERNMENT FURNISHED FACILITIES OR PROPERTY

(a) The Contractor and any employee or consultant of the Contractor is prohibited from using U.S. Government facilities (such as office space or equipment) or U.S. Government clerical or technical personnel in the performance of the services specified in the Task Order unless the use of Government facilities or personnel is specifically authorized in the Task Order or is authorized in advance, in writing, by the CO.

(b) If at any time it is determined that the contractor, or any of its employees or consultants, have used U.S. Government facilities or personnel either in performance of the contract itself, or in advance, without authorization in, in writing, by the Contracting Officer, then the amount payable under the contract shall be reduced by an amount equal to the value of the U.S. Government facilities or personnel used by the contractor, as determined by the contracting officer.

(c) If the parties fail to agree on an adjustment made pursuant to this clause it shall be considered a "dispute" and shall be dealt with under the terms of the "Disputes" clauses of the contract.

H.5 CONFIDENTIALITY AND OWNERSHIP OF INTELLECTUAL PROPERTY

All reports generated and data collected during this project shall be considered the property of USAID and shall not be reproduced, disseminated or discussed in open forum, other than for the purposes of completing the tasks described in this document, without the express written approval of a duly-authorized representative of USAID. All findings, conclusions and recommendations shall be considered confidential and proprietary.

H.6 CONTRACTOR'S STAFF SUPPORT, AND ADMINISTRATIVE AND LOGISTICS ARRANGEMENTS

The Contractor shall be responsible for all administrative support and logistics required to fulfill the requirements of this task order. These shall include all travel arrangements, appointment scheduling, secretarial services, report preparations services, printing, and duplicating.

H.7 PERIODIC PROGRESS REPORTS (July 1998) (CIB 98- 21)

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

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

H.9 REPORTING ON TAXATION OF U.S. FOREIGN ASSISTANCE

(a) Reporting of Foreign Taxes. The contractor must annually submit a final report by April 16 of the next year.

(b) Contents of Report. The reports must contain:

(i) Contractor name.

(ii) Contact name with phone, fax and e-mail.

(iii) Agreement number(s).

(iv) Amount of foreign taxes assessed by a foreign government [each foreign government must be listed separately] on commodity purchase transactions valued at \$500 or more financed with U.S. foreign assistance funds under this agreement during the prior U.S. fiscal year.

(v) Only foreign taxes assessed by the foreign government in the country receiving U.S. assistance is to be reported. Foreign taxes by a third party foreign government are not to be reported. For example, if an assistance program for Lesotho involves the purchase of commodities in South Africa using foreign assistance funds, any taxes imposed by South Africa would not be reported in the report for Lesotho (or South Africa).

(vi) Any reimbursements received by the Contractor during the period in (iv) regardless of when the foreign tax was assessed plus, for the interim report, any reimbursements on the taxes reported in (iv) received by the contractor through October 31 and for the final report, any reimbursements on the taxes reported in (iv) received through March 31.

(vii) The final report is an updated cumulative report of the interim report.

(viii) Reports are required even if the contractor did not pay any taxes during the report period.

(ix) Cumulative reports may be provided if the contractor is implementing more than one program in a foreign country.

(c) Definitions. For purposes of this clause:

(i) "Agreement" includes USAID direct and country contracts, grants, cooperative agreements and interagency agreements.

(ii) "Commodity" means any material, article, supply, goods, or equipment.

(iii) "Foreign government" includes any foreign governmental entity.

(iv) "Foreign taxes" means value-added taxes and custom duties assessed by a foreign government on a commodity. It does not include foreign sales taxes.

(d) Where. Submit the reports to M/FM/CMP or as instructed by missions.

(e) Subagreements. The contractor must include this reporting requirement in all applicable subcontracts, subgrants and other subagreements.

(f) For further information see <http://www.state.gov/m/rm/c10443.htm>.

H.10 USAID DISABILITY POLICY - ACQUISITION (DECEMBER 2004)

(a) The objectives of the USAID Disability Policy are (1) to enhance the attainment of United States foreign assistance program goals by promoting the participation and equalization of opportunities of individuals with disabilities in USAID policy, country and sector strategies, activity designs and implementation; (2) to increase awareness of issues of people with disabilities both within USAID programs and in host countries; (3) to engage other U.S. government agencies, host country counterparts, governments, implementing organizations and other donors in fostering a climate of nondiscrimination against people with disabilities; and (4)

to support international advocacy for people with disabilities. The full text of the policy paper can be found at the following website:

<http://www.usaid.gov/about/disability/DISABPOL.FIN.html>.

(b) USAID therefore requires that the contractor not discriminate against people with disabilities in the implementation of USAID programs and that it make every effort to comply with the objectives of the USAID Disability Policy in performing this contract. To that end and within the scope of the contract, the contractor's actions must demonstrate a comprehensive and consistent approach for including men, women and children with disabilities.

END OF SECTION H

SECTION I – CONTRACT CLAUSES

I.1 Reference USAID | DELIVER IQC.

I.2 AIDAR 752.7028 DIFFERENTIALS AND ALLOWANCES (JULY 1996)

(This clause does not apply to TCN or CCN employees. TCN and CCN employees are not eligible for differentials and allowances, unless specifically authorized by the cognizant Assistant Administrator or Mission Director. A copy of such authorization shall be retained and made available as part of the contractor's records which are required to be preserved and made available by the "Examination of Records by the Comptroller General" and "Audit" clauses of this contract).

(a) Post differential. Post differential is an additional compensation for service at places in foreign areas where conditions of environment differ substantially from conditions of environment in the continental United States and warrant additional compensation as a recruitment and retention incentive. In areas where post differential is paid to USAID direct-hire employees, post differential not to exceed the percentage of salary as is provided such USAID employees in accordance with the Standardized Regulations (Government Civilians, Foreign Areas), Chapter 500 (except the limitation contained in Section 552, "Ceiling on Payment") Tables-Chapter 900, as from time to time amended, will be reimbursable hereunder for employees in respect to amounts earned during the time such employees actually spend overseas on work under this contract. When such post differential is provided to regular employees of the Contractor, it shall be payable beginning on the date of arrival at the post of assignment and continue, including periods away from post on official business, until the close of business on the day of departure from post of assignment en route to the United States. Sick or vacation leave taken at or away from the post of assignment will not interrupt the continuity of the assignment or require a discontinuance of such post differential payments, provided such leave is not taken within the United States or the territories of the United States. Post differential will not be payable while the employee is away from his/her post of assignment for purposes of home leave. Short-term employees shall be entitled to post differential beginning with the forty-third (43rd) day at post.

(b) Living quarters allowance. Living quarters allowance is an allowance granted to reimburse an employee for substantially all of his/her cost for either temporary or residence quarters whenever Government-owned or Government-rented quarters are not provided to him/her at his/her post without charge. Such costs are those incurred for temporary lodging (temporary quarters subsistence allowance) or one unit of residence quarters (living quarters allowance) and include rent, plus any costs not included therein for heat, light, fuel, gas, electricity and water. The temporary quarters subsistence allowance and the living quarters allowance are never both payable to an employee for the same period of time. The Contractor will be reimbursed for payments made to employees for a living quarters allowance for rent and utilities if such facilities are not supplied. Such allowance shall not exceed the amount paid USAID employees of equivalent rank in the Cooperating Country, in accordance with either the Standardized Regulations (Government Civilians, Foreign Areas), Chapter 130, as from time to time amended, or other rates approved by the Mission Director. Subject to the written approval of the Mission

Director, short-term employees may be paid per diem (in lieu of living quarters allowance) at rates prescribed by the Federal Travel Regulations, as from time to time amended, during the time such short-term employees spend at posts of duty in the Cooperating Country under this contract. In authorizing such per diem rates, the Mission Director shall consider the particular circumstances involved with respect to each such short-term employee including the extent to which meals and/or lodging may be made available without charge or at nominal cost by an agency of the United States Government or of the Cooperating Government, and similar factors.

(c) Temporary quarters subsistence allowance. Temporary quarters subsistence allowance is a quarters allowance granted to an employee for the reasonable cost of temporary quarters incurred by the employee and his family for a period not in excess of (i) 90 days after first arrival at a new post in a foreign area or a period ending with the occupation of residence (permanent) quarters, if earlier, and (ii) 30 days immediately preceding final departure from the post subsequent to the necessary vacating of residence quarters, unless an extension is authorized in writing by the Mission Director. The Contractor will be reimbursed for payments made to employees and authorized dependents for temporary quarters subsistence allowance, in lieu of living quarters allowance, not to exceed the amount set forth in the Standardized Regulations (Government Civilians, Foreign Areas), Chapter 120, as from time to time amended.

(d) Post allowance. Post allowance is a cost-of-living allowance granted to an employee officially stationed at a post where the cost of living, exclusive of quarters cost, is substantially higher than in Washington, D.C. The Contractor will be reimbursed for payments made to employees for post allowance not to exceed those paid USAID employees in the Cooperating Country, in accordance with the Standardized Regulations (Government Civilians, Foreign Areas), Chapter 220, as from time to time amended.

(e) Supplemental post allowance. Supplemental post allowance is a form of post allowance granted to an employee at his/her post when it is determined that assistance is necessary to defray extraordinary subsistence costs. The Contractor will be reimbursed for payments made to employees for supplemental post allowance not to exceed the amount set forth in the Standardized Regulations (Government Civilians, Foreign Areas), Chapter 230, as from time to time amended.

(f) Educational allowance. Educational allowance is an allowance to assist an employee in meeting the extraordinary and necessary expenses, not otherwise compensated for, incurred by reason of his/her service in a foreign area in providing adequate elementary and secondary education for his/her children. The Contractor will be reimbursed for payments made to regular employees for educational allowances for their dependent children in amounts not to exceed those set forth in the Standardized Regulations (Government Civilians, Foreign Areas), Chapter 270, as from time to time amended. (See Standardized Regulation 270)

(g) Educational travel. Educational travel is travel to and from a school in the United States for secondary education (in lieu of an educational allowance) and for college education. The Contractor will be reimbursed for payments made to regular employees for educational travel for their dependent children provided such payment does not exceed that which would be payable in

accordance with the Standardized Regulations (Government Civilians, Foreign Areas), Chapter 280, as from time to time amended.

(See Standardized Regulation 280) Educational travel shall not be authorized for regular employees whose assignment is less than two years.

(h) Separate maintenance allowance. Separate maintenance allowance is an allowance to assist an employee who is compelled, by reason of dangerous, notably unhealthful, or excessively adverse living conditions at his/her post of assignment in a foreign area, or for the convenience of the Government, to meet the additional expense of maintaining his/her dependents elsewhere than at such post. The Contractor will be reimbursed for payments made to regular employees for a separate maintenance allowance not to exceed that made to USAID employees in accordance with the Standardized Regulations (Government Civilians, Foreign Areas), Chapter 260, as from time to time amended. (See Standardized Regulation 260)

(i) Payments during evacuation. The Standardized Regulations (Government Civilians, Foreign Areas) provide the authority for efficient, orderly, and equitable procedure for the payment of compensation, post differential and allowances in the event of an emergency evacuation of employees or their dependents, or both, from duty stations for military or other reasons or because of imminent danger to their lives. If evacuation has been authorized by the Mission Director the Contractor will be reimbursed for payments made to employees and authorized dependents evacuated from their post of assignment in accordance with the Standardized Regulations (Government Civilians, Foreign Areas), Chapter 600, and the Federal Travel Regulations, as from time to time amended. (See Standardized Regulation 600)

(j) Danger pay allowance. (1) The contractor will be reimbursed for payments made to its employees for danger pay not to exceed that paid USAID employees in the cooperating country, in accordance with the Standardized Regulations (Government Civilians, Foreign Areas), Chapter 650, as from time to time amended. (See Standardized Regulation 650)

(2) Danger pay is an allowance that provides additional compensation above basic compensation to an employee in a foreign area where civil insurrection, civil war, terrorism or wartime conditions threaten physical harm or imminent danger to the health or well-being of the employee. The danger pay allowance is in lieu of that part of the post differential which is attributable to political violence. Consequently, the post differential may be reduced while danger pay is in effect to avoid dual crediting for political violence.

SECTION J – ATTACHMENTS

J.1. USAID | DELIVER Branding Implementation and Marking Plan, Task Order 03

J.2. Initial Budget Estimate & Checklist for Field Support Under Task Orders

DRAFT BRANDING STRATEGY AND MARKING PLAN, TASK ORDER 3

April 5, 2007

The USAID | DELIVER PROJECT⁴ is the project sub-brand assigned to the Indefinite Quantity Contract (IQC) for Logistics and Commodity Security. The project seeks to improve the availability of essential health pharmaceuticals and other health commodities through strengthening local supply chains, improving logistics management information systems, streamlining distribution systems, identifying financial resources for procurement and supply chain operation, enhancing forecasting and procurement planning, and providing centralized procurement services. The project encourages policymakers and donors to support logistics as a critical factor in the overall success of their health care mandates.

The single contractor eligible to bid on task orders within this IQC is John Snow, Inc.

1.0 POSITIONING

1.1 PROJECT NAME

The USAID | DELIVER PROJECT name applies to all programs, projects, activities, and public communications funded by USAID through the IQC and all task orders awarded under the original contract name “Logistics and Commodity Security.” In all documents and materials produced by the IQC, the full name of the initiative should be used together with the task order identification number; for example, USAID | DELIVER PROJECT, Task Order 3. On subsequent references, the program can be referred to as “the project.” Documents will need to clearly reference the task order number under which the work was performed. Once the task order number has been referenced on the cover of the document, on the reverse of title page, and on first reference to the project name, it is not necessary to always repeat the task order number. However, the task order number should be mentioned as appropriate to avoid confusion with the overall IQC or other task orders.

1.2 SUB-BRAND

Working with USAID, a project sub-brand has been designed to consistently identify and unify all task orders under the IQC as the USAID | DELIVER PROJECT. The sub-brand uses USAID's recommended fonts, typefaces, colors, and sizes for brands, as found in the branding guidelines created by USAID.

⁴ This document was prepared by staff of the USAID | DELIVER PROJECT, Task Order 3, which is funded by the U.S. Agency for International Development (USAID) under contract number GPO-I-00-06-00007-00, beginning April 6, 2007. Task Order 3 is implemented by John Snow, Inc., in collaboration with the [Program for Appropriate Technology](#) in Health, [Crown Agents Consultancy, Inc.](#), [Abt Associates](#), [Fuel Logistics Group \(Pty\) Ltd.](#), [UPS Supply Chain Solutions](#), [Family Health International](#), [Manoff Group, Inc.](#), U.S. Pharmacopeia (USP), Center for International Health and Development at the Boston University School of Public Health, and [3i Infotech](#).

1.2.1 Task order sub-brands:

Separate sub-brands will not be created for each task order. Subsequent task orders will be numbered and identified accordingly in the text of documents.

1.2.2 Mission or country sub-brands:

Documents and materials produced through the USAID | DELIVER PROJECT should not use the USAID country sub-brands (e.g., USAID | Nigeria) even if a Mission requests it. This is not a proper use of the country sub-brands even when the document is country related. The country name may be included in the document title instead.

1.3 PRIMACY OF PROJECT SUB-BRAND OVER OTHER LOGOS

When a product is produced under the IQC, it will typically carry the USAID | DELIVER PROJECT sub-brand. In some instances, Missions may decide that it is better to position a product as coming from USAID rather than from the IQC, and, in these instances, the USAID graphic identity could be used instead. In such cases, the Mission (health officer) must request an exception to full branding to the Cognizant Technical Officer (CTO), who will work with the Contracting Officer (CO) to sign the form and approve the branding exception. Logos of contractors will not be used on materials funded under this contract, although the contractor name and contact information may be included on the inside or back covers of documents.

1.4 TRANSLATION OF THE SUB-BRAND

The USAID | DELIVER PROJECT will translate the project name “DELIVER PROJECT” and USAID will translate the tagline “From the American People” into selected foreign languages for use when branding country-specific (not global) project activities and products in countries where the dominant language is Arabic, Chinese, French, Hindi, Portuguese, Russian, Spanish, Vietnamese, and other languages as needed. The English sub-brand will be used for products of a global nature and in countries where a local language sub-brand has not been created. Copies of the sub-brand will be made available to staff and country programs via the project websites and possibly on CD-ROM.

2.0 TYPES OF BRANDING

There are four types of branding:

Full branding. This is used when a product, publication, or event is positioned as from the USAID | DELIVER PROJECT (includes project materials and project-funded subcontractor materials). Design follows the USAID full branding guidelines.

Co-branding. This is used when a product, publication, or event is positioned as from the USAID | DELIVER PROJECT and a partner. It applies when another organization has contributed funding and/or the Mission, CTO, CO otherwise agrees that there is a compelling rationale to co-brand. The design varies, as appropriate, though the project sub-brand should be of equivalent size and prominence as other partner logos. CO approval is required for co-branding of all products produced 100 percent

with USAID funds. USAID approval is not required to co-brand products produced with joint funding from other organizations, assuming the funding contributed is not a token amount.⁵

President's Malaria Initiative (PMI) co-branding. Once the PMI logo has been developed, it will be used whenever materials or activities are supported by PMI funds. Pending USAID approval and the PMI branding guidance, the appropriate PMI logo and the project sub-brand will be used.

No branding. This is used when a product, publication, or event is positioned as from a host-country government or partner, subject to CO approval. Missions can request exemptions from branding when the objective or purpose of the product would be furthered by an appearance of neutrality; branding causes the data or findings to be viewed as not credible by target audiences; branding impairs the functionality of the product; branding would not be cost-beneficial or practical; branding of a particular product would violate a cultural or social norm or would otherwise be considered inappropriate; or branding violates applicable international law.

Core-funded materials will follow full branding guidelines; the CTO and the CO in Washington must approve any exceptions to full branding. For materials funded with field support, the Mission (health officer) must submit a request for an exception to full branding to the CTO, who will work with the CO to sign the form and approve the branding exception. The CO must approve any exceptions to full branding. The annex contains a form that the Mission or CTO can use for requesting an exception to full branding.

3.0 PROGRAM COMMUNICATIONS AND PUBLICITY

3.1 AUDIENCES

Subject to approval by USAID, the USAID | DELIVER PROJECT has the following target audiences with whom it will promote and publicize USAID sponsorship:

3.1.1 Primary audience:

Host-country organizations and their staff including government officials, policymakers, civil society, and private-sector groups that are involved in or related to the health sector (e.g., faith-based organizations, women's groups, the media, businesses, etc.).

3.1.2 Secondary audience:

Host-country clients of malaria and other healthcare programs and services, and other individuals who influence uptake of services; international agencies; other Bureau of Global Health cooperating agencies and contractors; and public health researchers.

3.2 MESSAGES

The USAID | DELIVER PROJECT focuses on providing availability of essential health commodities and technical assistance to improve implementation of policies, programs, and services but does not directly fund the implementation of services per se. Therefore, external messages disseminated to the general public in the host country will be limited. Messages will typically be of a more technical nature—focusing on the creation of strong commodity security policies and on the development of reliable supply chain systems—and will vary depending on the

⁵ USAID is considering determining a set percentage (e.g., at least 25 percent) as a guideline for determining when automatic co-branding would apply.

particular audiences, which are noted in section 3.1.

Where appropriate, the materials and communications prepared under the IQC will make clear that the product was produced with the support of the U.S. Agency for International Development under Task Order 3 of the USAID | DELIVER PROJECT. This acknowledgment may not be appropriate in some program materials, such as certain behavior change materials, or in those instances when the materials produced must appear to be coming directly from the host-country government. The Marking Plan in section 3.3 below lists other possible exceptions to branding requirements.

3.3 MARKING PLAN FOR MATERIALS TO BE PRODUCED AND COMMODITIES

Table 1 outlines the types of materials that may be produced under the USAID | DELIVER PROJECT, Task Order 3. Any materials that are not anticipated below, but are produced under the initiative, will also be subject to branding guidelines and CO approval, as appropriate. Please note that marking is not required on items used as part of the administration of the contract, such as stationery products, equipment, and offices. The goal is to mark programs, projects, and commodities, not implementing partners. Thus, letterhead, name tags, business cards, office space, and equipment and supplies are not subject to branding.

Please note, we request a presumptive exception for projects done for government ministries, NGOs/FBOs, or corporate entities, based on exception category c (undercut host-country ownership of constitutions, laws, regulations, policies, studies, assessments etc., better positioned as “by” or “from” a cooperating ministry, organization, or government official). According to the latest official policy guidance, as specified in ADS 320, sections 320.3.2.3 and 320.3.2.5, and CFR Part 226 (P. 7, Exceptions), it is possible to request a presumptive exception to marking for certain types of project materials, where such marking would interfere with USAID and recipient program goals. It states that applicants may request approval for one or more presumptive exceptions as part of their marking plan, which will apply for the life of the award, unless provided otherwise (22 C.F.R. 226.91 (h)). Both exception categories c and h (deter achievement of program goals) would apply for the NGO or FBO policies that we may help with, as we are trying to build the capacity of the local organization as part of our assistance and these policies/plans would be better positioned as “by” or “from” the local organization. These exemptions are incorporated in the plan below.

TABLE 1. MARKING PLAN FOR MATERIALS TO BE PRODUCED AND COMMODITIES

Category	Type of Marking*	Notes
Administrative		
Stationery products (administrative business)	USAID standard graphic identity will not be used on stationery products intended for <i>administrative</i> use; the contractor should use its own letterhead. Examples include letters for hiring, purchase orders, office space rental, etc.	Pertains to letterhead, envelopes, mailing labels, fax cover sheets, name tags; designs for these materials use the project name without the USAID identity.
Stationery products (program related)	Stationery products that are used for <i>program</i> purposes will use the USAID standard graphic identity and the project sub-brand.	Pertains to letters that accompany program materials, workshop invitation letters, etc.

Category	Type of Marking*	Notes
Business cards	USAID standard graphic identity will not be used on business cards. The contractor should use its own business cards but include the line "Contractor for USAID DELIVER PROJECT" at the bottom of the business card.	Please refer all inquiries about the use of the USAID identity on business cards to USAID/W.
Office signs	USAID standard graphic identity will not be used to mark project offices. Signs may say "John Snow, Inc., a contractor for the USAID DELIVER PROJECT."	Please refer all inquiries about the use of the USAID identity on office signs to USAID/W.
Project deliverables (e.g., semi-annual reports, work plans, performance monitoring plans, financial reports, etc.)	Follows guidelines for full branding.	
IQC website	Follows guidelines for full branding.	To be developed and maintained by the IQC; it will serve all task orders.
Notecards	Follows guidelines for full branding.	Pertains to thank you cards, announcement cards, etc.
Folders	Follows guidelines for full branding.	
Technical		
Technical website	The project sub-brand presented at the top of the homepage and sub-pages as appropriate; design follows guidelines for full branding.	To be developed and maintained by the IQC; it will serve all task orders.
Technical reports, studies, and analyses	The project sub-brand printed on the cover of documents; design follows guidelines for full branding unless co-branding is acceptable or an exemption is provided for no branding.	
Briefing papers, memoranda, and policy recommendations	The project sub-brand printed on the cover of documents; design follows guidelines for full branding unless co-branding is acceptable or an exemption is provided for no branding.	
Government policies, strategies, plans, and guidelines (regional, national, and subnational levels) or other materials positioned as being from the host-country government	These materials would be exempted from marking under presumptive exception (iii): USAID branding would undermine host-country government ownership of constitutions, laws, regulations, policies, studies, assessments, reports, publications, surveys or audits, public service announcements, or other communications better positioned as "by" or "from" a cooperating country ministry, agency, department, or government official.	It may still be possible to acknowledge USAID assistance in the document.**

Category	Type of Marking*	Notes
Organizations' policies, strategies, plans, and guidelines (e.g., an NGO's <i>procedures manual</i> for malaria logistics, a <i>workplace anti-discrimination policy</i>) or other materials positioned as being from the host-country partner	<p>Policies, strategies, plans, and guidelines would be exempted from marking under presumptive exception (iii): USAID branding would compromise the organization's ownership of constitutions, laws, regulations, policies, studies, assessments, reports, publications, surveys or audits, public service announcements, or other communications better positioned as "by" or "from" a host-country partner organization. Another rationale for this exception is that we are trying to build capacity of the local organization (viii, program goal of capacity building) and branding would compromise ownership of said materials.</p> <p>Other materials may be eligible for an exception from marking on a case-by-case basis with approval from USAID, when the materials are better positioned as from the local organization in order to increase the credibility of the materials in the eyes of local audiences (ii) or because we are trying to build capacity of the local organization (viii, program goal of capacity building) and branding would compromise ownership of said materials.</p>	It may still be possible to acknowledge USAID assistance in the document.**
Training materials and manuals	The project sub-brand printed on the cover of documents; design follows guidelines for full branding unless co-branding is acceptable or an exemption is provided for no branding.	
Software	The project sub-brand incorporated into the splash screen/menu and printed on the software packaging; design follows guidelines for full branding unless co-branding is acceptable or an exemption is provided for no branding.	
CD-ROMs	The project sub-brand printed on the CD label, splash screen/menu, and packaging; design follows guidelines for full branding unless co-branding is acceptable or an exemption is provided for no branding.	
PowerPoint presentations	The project sub-brand is required on title and breaker slides; design follows guidelines for full branding unless co-branding is acceptable or an exemption is provided for no branding	Subject to CO approval, design of the PowerPoint may be tailored to the specific audience at the country level as long as title slides use USAID branding.

Category	Type of Marking*	Notes
Conference posters and presentations	The project sub-brand printed on the poster or presentation; design follows guidelines for full branding unless co-branding is acceptable or an exemption is provided for no branding.	Posters and materials presented at professional meetings or international conferences that use project data or research should use the project sub-brand. Co-branding with the author's organization may be requested if the corporate office made significant contributions to the technical and intellectual development of the study and the resulting products. Co-branding with the author's organization is not allowed if the organization provided funds for the author's conference registration and travel only but did not make significant contributions to the technical and intellectual development of the study and the resulting products. The author's corporate affiliation can be acknowledged in the author block.
Fliers and fact sheets	The project sub-brand printed on the materials; design follows guidelines for full branding unless co-branding is acceptable or an exemption is provided for no branding.	
Videos	The project sub-brand included in opening and/or closing title sequences, as appropriate; design follows guidelines for full branding unless co-branding is acceptable or an exemption is provided for no branding.	
Program materials (<i>communications that target beneficiaries with particular messages, e.g., "Keep your warehouse clean," "Stack cartons at least 10 cm off the floor"</i>)	The project sub-brand or other acknowledgment of USAID printed on the materials, if and as appropriate as per CO approval.**	If used, the preferred placement of the project sub-brand is on the front cover or poster in the lower left-hand corner.
Promotional		
Event signs, banners, and exhibition booths	The project sub-brand printed on the materials; design follows guidelines for full branding unless co-branding is acceptable or an exemption is provided for no branding.	
Project promotional materials (e.g., <i>success stories, beneficiary testimonials, announcement of research findings or project results</i>)	The project sub-brand printed on the materials; design follows guidelines for full branding.	
Materials for policy launch events	The project sub-brand or other acknowledgment of USAID assistance printed on the materials, if appropriate as per CO approval**	Materials would follow same branding strategy as for actual policy document; see above.

Category	Type of Marking*	Notes
Materials for site visits	The project sub-brand printed on the materials; design follows full branding guidelines.	
Commodities		
Cartons and outer packaging	<p>Where feasible, export shipping cartons and/or outer packaging of commodities, whether shipped from the United States or from any other source country, carry the official USAID or PMI emblem. Emblems are affixed by metal plate, decal, stencil, label, tag, or other means, depending upon the type of commodity or export shipping carton and the nature of the surface to be marked. The emblem on each export-shipping carton will be affixed in a manner which assures that the emblem will remain legible until the carton reaches the consignee.</p> <p>The size of an emblem varies depending upon the size of the commodity and the size of the package or export-shipping carton. The emblem will, where feasible, be large enough to be clearly visible at a reasonable distance.</p> <p>Emblems conform in design and color to samples available from USAID/Washington, and can be found at: http://www.usaid.gov/branding/</p> <p>Missions can also identify whether host government graphic identity will be used to mark commodities. The project will work with the Missions in accordance with USAID's branding policies and CO approval.</p>	Please refer all inquiries about the use of the USAID and/or project identity on commodities, cartons, and packaging to USAID/W.

Notes:

* Exact positioning of the project sub-brand or other USAID acknowledgment may vary if the product, with CO approval, is subject to co-branding or no branding.

** Even when a document qualifies for “no branding,” it may be possible to acknowledge USAID's contribution in one of several ways:

- The USAID standard graphic identity or the project sub-brand may appear on the inside cover with the following acknowledgment: “This document was produced with support from the U.S. Agency for International Development through Task Order 3 of the USAID | DELIVER PROJECT under Contract No. GPO-I-00-06-00007-00.” Wording may vary slightly depending on the product and the nature and extent of the technical assistance provided. This acknowledgment should also be modified as appropriate to correspond to the particular task order and contractors.
- USAID support may be acknowledged in the preface, foreword, or acknowledgment sections of the document.

However, the host government may not want any acknowledgment of USAID assistance—for example, on government policies and plans. The Mission (through approval by the CO) should decide how and whether to acknowledge USAID assistance when processing a request for an exception to full branding.

Also, in some instances, the Mission (through approval by the CO) may prefer to use the USAID standard graphic identity instead of the project sub-brand.

3.4 PROMOTIONAL ACTIVITIES/MATERIALS FOR HOST-COUNTRY CITIZENS

Because the level of desired visibility for the USAID | DELIVER PROJECT is low, given the nature of the project's activities (e.g., behind-the-scenes technical assistance) and results (e.g., improved essential health commodity supply chains vs. building a school, establishing a clinic, providing food aid, or repairing a road), the opportunities for and appropriateness of widespread in-country publicity and external promotion of the USAID | DELIVER PROJECT sub-brand and the support of the American people is somewhat limited. In-country awareness of the support of the American people will be generated primarily through the following key opportunities:

- project activities (e.g., acknowledgment at training workshops, commodity security meetings, and events)
- success stories (disseminated through the USAID | DELIVER PROJECT website(s), USAID listservs, and e-newsletters, etc.)
- beneficiary testimonials
- site visits by USAID and U.S. Government officials
- professional photography of key visits by top U.S. Government officials, training workshops, etc.
- conference presentations, posters, and exhibition booths
- launch events, when and where appropriate
- announcements of research findings or release of a new study
- promotion of final or interim reports
- communication of program impact/overall results.

It is USAID's policy that contractors must not generate their own corporate publicity about a USAID-funded program without first obtaining permission from USAID. USAID should also be notified before contractors make public the findings of USAID-funded studies or reports (e.g., at conferences and public meetings).

4.0 ACKNOWLEDGMENTS

4.1 ACKNOWLEDGING USAID AND THE USAID | DELIVER PROJECT IQC FUNDING MECHANISM

The following acknowledgment will be included on external USAID | DELIVER PROJECT publications and internal publications, such as semi-annual reports, as appropriate. The examples below use information for Task Order 3; however, the task order number, contract number, start date, and contractor and subcontractor names will vary as appropriate.

4.1.1 Non-PMI-funded publications:

The USAID | DELIVER PROJECT, Task Order 3, is funded by the U.S. Agency for International Development under Contract No. GPO-I-00-06-00007-00, beginning April 6, 2007. Task Order 3 is implemented by John Snow, Inc., in collaboration with the Program for Appropriate Technology in Health, Crown Agents Consultancy, Inc., Abt Associates, Fuel Logistics Group (Pty) Ltd., UPS Supply Chain Solutions, Family Health International, Manoff Group, Inc., U.S. Pharmacopeia

(USP), Center for International Health and Development at the Boston University School of Public Health, and 3i Infotech.

4.1.2 PMI-funded publications:

Subject to the PMI branding guidance, funded products can include an additional sentence in the acknowledgment, which can be modified as needed to indicate program or initiative funding.

The USAID | DELIVER PROJECT, Task Order 3, is funded by the U.S. Agency for International Development under Contract No. GPO-I-00-06-00007-00, beginning April 6, 2007. Malaria-related activities of the initiative are supported by the President's Malaria Initiative. Task Order 3 is implemented by John Snow, Inc., in collaboration with the Program for Appropriate Technology in Health, Crown Agents Consultancy, Inc., Abt Associates, Fuel Logistics Group (Pty) Ltd., UPS Supply Chain Solutions, Family Health International, Manoff Group, Inc., U.S. Pharmacopeia (USP), Center for International Health and Development at the Boston University School of Public Health, and 3i Infotech.

4.1.3 Publications co-funded with other USAID projects:

When publications are co-funded by USAID projects, they will include an acknowledgment of each project separately and mention both in the “Recommended Citation.”

4.2 ACKNOWLEDGING HOST-COUNTRY GOVERNMENTS

As the USAID | DELIVER PROJECT strives to strengthen logistics systems and encourages policymakers and donors to support logistics as a critical factor in the overall success of their health care mandates, host-country ministries will be key partners of the initiative. Because a significant proportion of funding for the USAID | DELIVER PROJECT is expected to come from field missions, subject to CO approval, products that are to be positioned as coming from host-country governments may be exempted from full branding requirements (see sections 2.0 and 3.3).

4.3 ACKNOWLEDGING OTHER HOST-COUNTRY PARTNERS

As the USAID | DELIVER PROJECT strives to facilitate the strengthening of local institutions and host country professionals to build local management of supply systems, civil society and private-sector groups will be key partners of the initiative. Especially when working with in-country partners and grass-roots organizations, recognizing contributions of partners through co-branding is essential for building local capacity, increasing in-country ownership and validation of project activities or findings, and highlighting the ways in which the U.S. Government works collaboratively with others. Co-branding with civil society and private-sector groups will occur when these organizations have contributed funds to the activity. Co-branding with in-country partners may also be desirable when trying to promote local ownership and capacity building. However, when products are fully funded by USAID, CO approval is required for any exceptions to full branding requirements (see sections 2.0 and 3.3).

4.4 CO-BRANDING WITH OTHER INTERNATIONAL ORGANIZATIONS

On the basis of previous experience, the contractors under the USAID | DELIVER PROJECT can expect to collaborate with other international organizations, such as the U.S. Centers for Disease Control and Prevention, the U.S. Department of State, the Roll Back Malaria Partnership, the World Bank, WHO, UNICEF, and other organizations that contribute funds to publications, products, and events. In such cases, the guidelines for co-branding will be followed, assuming the funding

contributed is more than a token amount. Otherwise, CO approval will be required for co-branding.

4.5 CO-BRANDING WITH THE PRESIDENT'S MALARIA INITIATIVE

The project receives funding from USAID's Offices of Population and Reproductive Health (PRH), HIV/AIDS (OHA), and Health, Infectious Diseases and Nutrition (HIDN), regional bureaus and Missions. For its malaria-related activities, the project will follow the forthcoming branding guidelines established by PMI.

ANNEX 1

FORM FOR REQUESTING EXCEPTIONS TO FULL BRANDING

Please use the form on the next page to facilitate the process of seeking Mission (health officer) or Cognizant Technical Officer (CTO) approval for any exceptions to full USAID branding of project materials. This form is available for downloading via the project website. Email approvals are also acceptable. The Mission or CTO completes this form and sends it to the Contracting Officer (CO) for approval. **Only the CO can sign and approve this form.**

Approval is not needed for full branding. Approval is also not required for co-branding when other organizations contribute funds for the document's production, but approval is needed when USAID paid for the activity or product in its entirety. The CO may also approve co-branding for the following reasons:

Co-branding acknowledges the human resources or in-kind resources contributed by the partner.

Co-branding builds capacity of a local organization.

A document deals with culturally sensitive issues and co-branding highlights the broad-based local support for the findings of the report.

Or other reasons as appropriate.

The CO may approve no branding for the following reasons:

The objective or purpose of the product would be furthered by an appearance of neutrality.

Branding causes the data or findings to be viewed as not credible by target audiences.

The product is better positioned as being produced by the host-country government or partner.

Branding impairs the functionality of the product.

Branding would not be cost-beneficial or practical.

Branding of a particular product would violate a cultural or social norm or would otherwise be considered inappropriate.

Branding violates applicable international law.

Even in cases of no branding when the project sub-brand is not used, USAID's contribution may be acknowledged either in the text or verbally at relevant meetings and events.

Program materials do not need to follow the full branding guidelines for type, color, and layout. However, the project sub-brand or other acknowledgment statement should be used on program materials to acknowledge the U.S. Government's support and funding, if and when appropriate. CO approval, depending on the funding source, should be obtained before program materials are produced.

Note: All documents and materials produced for widespread distribution (irrespective of the type of branding) should be reviewed and cleared by USAID prior to production.

REQUEST FOR EXCEPTIONS TO FULL BRANDING

1. Title (or Activity):

If not known yet, please briefly describe the material to be marked.

2. Type of material(s) to be produced (document, banner, CD, program materials, etc.):

3. Type of branding proposed:

- co-branding with another donor, U.S. agency, or USAID project
- co-branding with local partner organization or in-country government
- exemption from branding (“no branding”).

4. Date submitted:

5. Date approval is needed by:

6. If not using full branding, please describe the proposed branding approach (attach example if available):

7. Rationale for branding approach:

8. Type and placement of USAID acknowledgment if appropriate:

J. 2 Budget Line Items & Checklist for Field Support Under Task Orders
 (Submitted by TO Contractor for all Mission-funded activities)

Labor*	\$ _____
Fringe Benefits**	\$ _____
Consultants	\$ _____
Allowances	\$ _____
Travel and Transportation	\$ _____
Subcontracts	\$ _____
Other Direct Costs	\$ _____
Overhead**	\$ _____
G&A**	\$ _____
Subtotal	\$ _____
Fixed Fee**	\$ _____
<i>Total Estimated CPFF of Activity</i>	\$ _____

*List of labor categories, Level of Effort (LOE), and rates for each person proposed for this activity.

<u>Labor Category</u>	<u>LOE</u>	<u>Rate</u>
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** TOCO will verify that indirect rates and fee are in accordance with established contract/task order rates.

Checklist for Field Support activity

- Total LOE for field support labor not exceeded
 No deviation from Task Order SOW
 Local Salaries are in accordance with the Local compensation plan
 Source Origin waivers are in place if necessary
 No new subcontracts are necessary

The information contained above is true and accurate and reflects our best estimate of the total activity's cost.

_____	_____
Contractor	Date

I have reviewed the SOW and find that it is within the overall TO Scope of Work. I have reviewed the proposed workplan and budget associated with this activity and find them to be reasonable.

_____	_____
TO CTO	Date

I have reviewed the proposed workplan and budget associated with this activity and find them to be reasonable.

_____	_____
Mission Activity Manager	Date