

AWARD/CONTRACT	1. THIS CONTRACT IS RATED ORDER UNDER DPAS (15 CFR 350)	RATING N/A	PAGE OF PAGES 1 72
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2. CONTRACT NO. (Proc. Inst. Ident.) GHA-I-00-04-00002-00	3. EFFECTIVE DATE 09-30-2004	4. REQUISITION/PURCHASE REQUEST/PROJECT NO. NMS 00000681
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5. ISSUED BY US Agency for International Development M/OP/GH/HSR, RRB Room 7.09-091 1300 Pennsylvania Avenue, NW Washington, DC 20523-7900	6. ADMINISTERED BY (If other than Item 5) SAME AS BLOCK 5
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7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, State and ZIP Code) PARTNERSHIP FOR CHILD HEALTH CARE, INC. 1600 Wilson Blvd., Suite 300 Arlington VA 22209	8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input type="checkbox"/> OTHER (See below) 9. DISCOUNT FOR PROMPT PAYMENT N/A
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11. SHIP TO/MARK FOR CODE _____ FACILITY CODE _____	12. PAYMENT WILL BE MADE BY CODE _____ USAID Office of Financial Management M/FM/CMP Ronald Reagan Building, 7th Floor 1300 Pennsylvania Avenue NW Washington, DC 20523
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13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()	14. ACCOUNTING AND APPROPRIATION DATA SEE SECTION G
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15A. ITEM NO.	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
001	CHILD HEALTH - BASICS III TECHNICAL ASSISTANCE SUPPORT CONTRACT. CEILING AMOUNT OF CONTRACT IS \$500,000,000.00				\$25,000.00
15G. TOTAL AMOUNT OF CONTRACT					\$25,000.00

(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
X	A	SOLICITATION/CONTRACT FORM	1	X	I	CONTRACT CLAUSES	60
X	B	SUPPLIES OR SERVICES AND PRICES/COSTS	5	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
X	C	DESCRIPTION/SPECS./WORK STATEMENT	10		J	LIST OF ATTACHMENTS	
X	D	PACKAGING AND MARKING	32	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	INSPECTION AND ACCEPTANCE	33		K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
X	F	DELIVERIES OR PERFORMANCE	35		L	INSTRS., CONDS., AND NOTICES TO OFFER	
X	G	CONTRACT ADMINISTRATION DATA	45		M	EVALUATION FACTORS FOR AWARD	
X	H	SPECIAL CONTRACT REQUIREMENTS	50				

CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return <u>THREE</u> copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein (Attachments are listed herein.)	18. <input type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number <u>M-OP-GH-HSR-04-254</u> , including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.
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19A. NAME AND TITLE OF SIGNER (Type or print) FREDERICK J. WHITE CFO, PENC, INC.	20A. NAME OF CONTRACTING OFFICER LISA M. BILDER CONTRACTING OFFICER
19B. NAME OF CONTRACTOR BY <i>[Signature]</i> (Signature of person authorized to sign)	19C. DATE SIGNED 9-22-04
20B. UNITED STATES OF AMERICA BY <i>[Signature]</i> (Signature of Contracting Officer)	20C. DATE SIGNED SEP 22 2004

Table of Contents	Page
PART I - THE SCHEDULE	1
SECTION A - SOLICITATION/CONTRACT FORM	1
SF 26 AWARD/CONTRACT	1
PART I - THE SCHEDULE	4
SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS	4
B.1 PURPOSE	4
B.2 CONTRACT TYPE AND SERVICES (CPFF)	4
B.3 MINIMUM OBLIGATED AMOUNT (CPFF)	4
B.4 MAXIMUM CONTRACT CEILING (CPFF)	4
B.5 OBLIGATED AMOUNT, ESTIMATED COST, FIXED FEE (CPFF)	4
B.6 INDIRECT COSTS (CPFF)	5
B.7 CEILING ON FIXED FEE (CPFF)	5
B.8 LABOR (CPFF)	5
B.9 TASK ORDER LIMITATIONS (CPFF)	7
B.10 COST REIMBURSABLE	8
SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK	9
C.1 STATEMENT OF WORK	9
SECTION D - PACKAGING AND MARKING	31
D.1 AIDAR 752.7009 MARKING (JAN 1993)	31
SECTION E - INSPECTION AND ACCEPTANCE	32
E.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE	32
E.2 INSPECTION AND ACCEPTANCE	32
E.3 MONITORING AND EVALUATION PLAN	32
SECTION F - DELIVERIES OR PERFORMANCE	34
F.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE	34
F.2 PERIOD OF PERFORMANCE	34
F.3 PLACE OF PERFORMANCE	34
F.4 KEY PERSONNEL (CPFF)	35
F.5 PERFORMANCE STANDARDS	35
F.6 REPORTS AND DELIVERABLES OR OUTPUTS	35
F.7 CONTENTS OF TASK ORDERS	38
F.8 LOCALLY-HIRE NATIONAL PERSONNEL	39
F.9 ISSUANCE OF TASK ORDERS	39
F.10 REPORTING OF FOREIGN TAXES - REQUIRED REPORTING CLAUSE (EFFECTIVE	42
F.11 SUBMISSION OF DEVELOPMENT EXPERIENCE DOCUMENTATION TO PPC/CDIE/DI	43
SECTION G - CONTRACT ADMINISTRATION DATA	44
@ G.1 AIDAR 752.7003 DOCUMENTATION FOR PAYMENT (NOV 1998)	44
G.2 ADMINISTRATIVE CONTRACTING OFFICE	45
G.3 COGNIZANT TECHNICAL OFFICER (CTO)	46
G.4 TECHNICAL DIRECTIONS/RELATIONSHIP WITH USAID	46

G.5	PAYING OFFICE	48
G.6	ACCOUNTING AND APPROPRIATION DATA	48
SECTION H - SPECIAL CONTRACT REQUIREMENTS		49
H.1	NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE	49
H.2	AIDAR 752.225-70 SOURCE, ORIGIN AND NATIONALITY REQUIREMENTS (FEB 1997)	49
H.3	AIDAR 752.7004 EMERGENCY LOCATOR INFORMATION (JUL 1997) ..	50
H.4	AIDAR 752.7005 SUBMISSION REQUIREMENTS FOR DEVELOPMENT EXPERIENCE DOCUMENTS (OCT 1997)	51
H.5	SECURITY CLEARANCE (CPFF)	52
H.6	INSURANCE AND SERVICES	54
H.7	AUTHORIZED GEOGRAPHIC CODE	55
H.8	NONEXPENDABLE PROPERTY PURCHASES AND INFORMATION TECHNOLOGY RESOURCES	55
H.9	LOGISTIC SUPPORT	56
H.10	LANGUAGE REQUIREMENTS	56
H.11	SUBCONTRACTING PLAN AND THE SF 294 - SUBCONTRACTING REPORT FOR INDIVIDUAL CONTRACTS AND SF 295 - SUMMARY CONTRACTING REPORT	56
H.12	EXECUTIVE ORDER ON TERRORISM FINANCING	56
H.13	ORGANIZATIONAL CONFLICTS OF INTEREST: PRECLUSION FROM IMPLEMENTATION CONTRACT	56
H.14	RELOCATION OF U.S. BUSINESSES, ASSISTANCE TO EXPORT PROCESSING ZONES, INTERNATIONALLY RECOGNIZED WORKERS' RIGHTS (USAID JAN 1994)	57
H.15	ACCESSIBILITY OF MEETINGS, CONFERENCES, AND SEMINARS TO PERSONS WITH DISABILITIES	57
H.16	IMPLEMENTATION OF SECTION 508 OF THE REHABILITATION ACT OF 1973 AND FEDERAL ACQUISITION CIRCULAR (FAC) 97-27 "ELECTRONIC AND INFORMATION TECHNOLOGY ACCESSIBILITY"	58
PART II - CONTRACT CLAUSES		59
SECTION I - CONTRACT CLAUSES		59
I.1	NOTICE OF HYBRID CONTRACT	59
I.2	NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE ..	59
I.3	52.216-18 ORDERING (OCT 1995)	62
I.4	52.216-19 ORDER LIMITATIONS (OCT 1995)	62
I.5	52.216-22 INDEFINITE QUANTITY (OCT 1995)	63
I.6	52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)	63
I.7	52.232-25 PROMPT PAYMENT (FEB 2002) ALTERNATE I (FEB 2002)	63
I.8	52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998) ..	69
I.9	52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (MAY 2004)	69
I.10	AIDAR 752.7032 INTERNATIONAL TRAVEL APPROVAL AND NOTIFICATION REQUIREMENTS (JAN 1990)	71
I.11	COMMUNICATIONS PRODUCTS (OCT 1994)	71

PART I - THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS

B.1 PURPOSE

The purpose of this contract is to provide services that fall within the scope of the work specified in Section C for Child Health - BASICS III. USAID Task Order Contracting Officers (TOCOs) will request the work through the issuance of task orders during the ordering period as specified in Section F of the contract.

B.2 CONTRACT TYPE AND SERVICES (CPFF)

This is an Indefinite Quantity Contract (IQC). The Government will issue task orders that are either Cost-Plus-Fixed Fee (CPFF) or Firm Fixed Priced. The Contractor must perform the services set forth in task orders at prices consistent with section B of this contract.

B.3 MINIMUM OBLIGATED AMOUNT (CPFF)

The basic contract includes an initial obligation of funds in the amount of \$25,000 to cover the minimum order guarantee. USAID is required to order and the Contractor is required to furnish the minimum order amount of services.

Following this initial obligation, individual task orders will obligate funds to cover the work required under that task order.

B.4 MAXIMUM CONTRACT CEILING (CPFF)

This is a single award Indefinite Quantity Contract (IQC) with an overall ceiling price of \$500,000,000. The maximum aggregate dollar value of all task orders awarded to the contractor can not exceed the contract ceiling.

B.5 OBLIGATED AMOUNT, ESTIMATED COST, FIXED FEE (CPFF)

B.5.1 Obligated Amount. The basic contract includes an initial obligation of funds in the amount of \$25,000 to cover the minimum order guarantee.

B.5.2 The Total Estimated Cost Plus Fixed Fee for each task order must be negotiated in accordance with the terms of the IQC contract.

In no event may the indirect rates or fixed fee for a task order exceed the ceilings set forth in Section B.8 and B.9 of IQC contract. The U.S. dollar costs must be limited to reasonable, allocable, and allowable costs determined in accordance with FAR 52.216-7, Allowable Cost and Payment, and FAR 52.216-8, Fixed Fee, OMB Circular A-21 and OMB Circular A-122 for non-profits.

B.5.3 Fixed Fee Payment. For any task order issued under this contract, at the time of each payment of allowable costs to the Contractor, the USAID paying office ordinarily pays the Contractor a percentage of fixed fee that directly corresponds to the percentage of allowable costs being paid. Two exceptions to paying fixed fee in this manner apply:

- (a) If the TOCO determines that this method results in paying a disproportionately higher ratio of fixed fee than the percentage of work that the Contractor has completed, then the TOCO may suspend further payment of any fixed fee until the Contractor has made sufficient progress to justify further payment, up to the agreed percentage.
- (b) Because the clauses entitled "Allowable Cost and Payment" (FAR 52.216-7) and "Fixed Fee" (FAR 52.216-8) are incorporated into this contract, the terms and conditions of these clauses apply after total payments of fixed fee reach eighty-five percent (85%) of the total fixed fee.

B.6 INDIRECT COSTS (CPFF)

The Partnership for Child Health Care (PCHC) Inc. direct charges all costs. The PCHC does not incur or charge indirect costs.

B.7 CEILING ON FIXED FEE (CPFF)

For each task order issued under this IQC, the TOCO and Contractor agree to negotiate a set dollar amount for fixed fee. In negotiating the fixed dollar amount for fee, the TOCO must consider the policies and factors for establishing fee in FAR 15.404-4 as well as any applicable USAID policy on establishing a fixed fee amount. In no event, however, may the amount of fixed fee in any individual task order exceed 2.5 percent (offeror proposes ceiling percentage) of the task order's estimated cost, excluding fee.

B.8 LABOR (CPFF)

Compensation of personnel under this contract or any resulting subcontract must be in accordance with AIDAR 752.7007 Personnel Compensation (July 1996).

(a) LABOR

(a)(1) U.S. Personnel. All U.S. personnel shall be paid in accordance with rates negotiated between the contractor and the cognizant USAID Contracting Officer. (Note: If the contractor can demonstrate that a third country national (TCN) or cooperating country national (CCN) is a resident of the United States, and is provided the same benefits and on the same pay scale as U.S. counterparts in a particular labor category, the contractor may request the utilization of the U.S. salary rate for those TCNs and CCNs. These requests will be reviewed on a case-by-case basis and will be subject to the prior approval of the cognizant Contracting Officer.)

The negotiated rates for individual U.S. expatriates shall be based upon a combination of factors including, but not limited to, the labor category under which the individual is being considered for utilization, consideration of the individual's education and salary and/or consultant rate history over the most recent 3-year period. Annual salaries will be converted to daily salaries by dividing the annual figure by 260 workdays per year. Contractor salary approval threshold shall be in accordance with current USAID policies and procedures (Reference AAPD 04-11).

(a)(2) Locally-Hired National Personnel or Other Non-U.S. Expatriates. All locally hired national personnel and other non-U.S. expatriates shall be paid in accordance with rates negotiated between the contractor and the cognizant USAID Contracting Officer. The negotiated rates for individual locally-hired personnel and other non-U.S. expatriates shall be based upon a combination of factors including, but not limited to, prevailing in-country salaries for the professional category being negotiated and consideration of the individual's education and salary and/or consultant rate history over the most recent 3-year period. Annual salaries will be converted to daily salaries by dividing the annual figure by 260 workdays per year. Contractor salary approval threshold shall be in accordance with current USAID policies and procedures (Reference AAPD 04-11).

(a)(3) IQC Project Director. The contractor for the base award shall designate an IQC Project Director (key personnel) i.e., central point of contact for management responsible for responding to task order proposal requests, central reporting, and central meetings with the base award CTO. Management backstopping as it relates to task order implementation is a cost that will be negotiated on a task order by task order basis.

(b) Other Direct Costs. Other allowable direct costs necessary for the performance of the work, including, but not limited to, such costs as DBA and Medevac insurance, travel and transportation, lodging and subsistence expenses may be authorized in the task order. Any cost elements included in the Contractor's indirect cost rate pools shall not be charged as another direct cost. Lodging and Subsistence costs

may be authorized for locally-hired national personnel, if the terms of the task order require travel, in accordance with the clause of this contract entitled "Travel and Transportation (JAN 1990)", AIDAR 752.7002. Costs for U.S. expatriate travel/transportation to perform services overseas may be authorized by the Contracting Officer or designee in accordance with the same "Travel and Transportation" clause.

The Contracting Officer shall make the determination whether or not other direct costs are allowable, in accordance with the applicable federal cost principles (i.e., FAR 31.2 and AIDAR 731.2 for commercial (for profit) organizations, FAR 31.3 and AIDAR 731.3 for educational institutions, or FAR 31.7 and AIDAR 731.7 for other not-for-profit organizations).

B.9 TASK ORDER LIMITATIONS (CPFF)

B.9.(a) Cost-Plus-Fixed-Fee (CPFF) Task Orders. When issuing CPFF task orders, the TOCO must state in the task order the total estimated cost plus fixed fee, which is the total amount of the task order and the maximum amount the Contractor may be paid without the advance written approval of the cognizant Contracting Officer. This maximum amount represents the negotiated mix of the prime contractor's and subcontractors' professional labor categories and salaries, an estimated number of workdays, other direct costs, and fixed fee.

B.9.(b) Firm-Fixed-Price (FFP) Task Orders. When issuing FFP task orders, TOCOs must state in the task order the firm-fixed-price, which represents the total amount of the task order and the maximum price the contractor may be paid to perform the services, reports, or other deliverables in the task order.

B.9.(c) Minimum Order. When USAID requires services or reports and other deliverables covered by this contract in a Task Order in the amount of less than \$50,000, the Contractor is not obligated to accept an order to furnish those services or reports and other deliverables under this contract. However, if the Contractor agrees to furnish services or reports and other deliverables required by USAID in an amount of less than \$50,000 and is awarded a Task Order to do so, the Contractor is required to provide said services and reports/deliverables in accordance with the Contract's terms and conditions.

B.9.(d) Maximum Order. When USAID requires services or reports and other deliverables covered by this contract in a Task Order amount of more than \$2,500,000., the Contractor is not obligated to accept an order to furnish those services or reports and other deliverables under this contract. However, if the Contractor agrees to furnish services or reports and other deliverables required by USAID in excess of \$2,500,000., and is awarded a Task Order to do so, the Contractor

is required to provide said services and reports/deliverables in accordance with the Contract's terms and conditions.

B.9.(e) Notwithstanding the above, if issuance of a task order to, and acceptance of a task order by, the Contractor would: (1) result in the Contractor (or its personnel or its subcontractors or their personnel) having an organizational conflict of interest for which restrictions would be placed on the Contractor's (or its personnel's or its subcontractors' or their personnel's) future activities ; or (2) violate the provisions of the Procurement Integrity legislation, i.e., Section 27 of the Office of Federal Procurement Policy Act (41 U.S.C. 423), as amended by Section 814 of Pub. L. 101-189 the Contractor, after written notification to the cognizant Contracting Officer, is not obligated to furnish those services or reports and other deliverables under this contract, and USAID may acquire the supplies or services from another source.

B.10 COST REIMBURSABLE

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

SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

C.1 BASICS III OVERVIEW

The USAID Bureau for Global Health, BGH, seeks to competitively award a single award indefinite quantity contract in Child Health. The Child Health single award IQC will be referred to as BASICS III. USAID Task Order Contracting Officers (TOCOs) will request the work under BASICS III through the issuance of task orders during the ordering period as specified in Section F of the contract. BASICS III is a worldwide activity with an overall ceiling of \$500 million; specific countries for field work will be designated in Task Orders to the IQC.

C.2 BASICS III OBJECTIVE AND GENERAL DESCRIPTION

The purpose of BASICS III is to establish a world-wide mechanism to support the Bureau for Global Health as well as other USAID Missions and Bureaus in the implementation of child health activities as defined in this section. BASICS III is authorized under the Child Health Results Package/Activity Approval Document, the product of which will be increased use of effective, improved and sustainable child health interventions, and which has been extended until September 14, 2012.

BASICS III will work within the strategic frameworks of the USAID Missions and Bureaus. Activities under BASICS III can range in size from relatively small task orders for specific activities to national or regional programs, as appropriate, based on the requirements of the individual task orders.

Task Order awards under BASICS III are intended to assist GH, other USAID/Washington Bureaus, USAID field Missions, host-country governments, donor agencies, NGOs, PVOs, research institutions, and the private sector to scale up and increase the use of child health and nutrition interventions by families, communities and health systems.

C.3 BASICS III CONTRACT STRUCTURE

The Maternal and Child Health (MCH) Division in the Office of Health, Infectious Diseases, and Nutrition will be the primary manager of BASICS III. The management structure will include a Project Management Team comprised of MCH staff supported by a Global Health Bureau advisory team, forming a Technical Advisory Group. The Technical Advisory Group members and other USAID staff shall be available to support PHN offices in field Missions to conduct

assessments, develop SOWs for specific task orders and evaluate proposals from BASICS III, as required. The designated CTO for the BASICS III IQC in the MCH division will also serve as CTO for any task orders issued by GH/HIDN. Other operating units, including Missions, will identify a CTO and manager for each task order issued under this IQC contract.

TO1 will be the main vehicle to accomplish GH core child health objectives. Core funds will be used to support critical functions of technical leadership: advancing the state of the art; improving monitoring and reporting, and developing and facilitating new alliances and partnerships.

Missions interested in accessing services under this IQC will develop and issue separate Task Orders. However, USAID/W also can accept Mission field support funds into TO1 or negotiate and award Task Orders for country-specific activities using Mission field support funds with Mission input on the scope of work (SOW), contractor selection, and delegation of technical oversight to the Mission. Mission-issued Task Orders may receive additional funds from GH, e.g., for collaboration with TO1.

The BASICS III IQC Project Director and the BASICS III IQC Senior Technical Officer also will be the director and senior technical officer of TO1 and the central point of contact for management responsible for responding to task order proposal requests, central reporting, and central meetings with the basic award CTO. Other key personnel under TO1 will be exclusive to TO1, unless permission to share with other task orders is granted by the BASICS III CTO. Management backstopping as it relates to task order implementation is a cost that will be negotiated on a task order by task order basis.

C.4 BACKGROUND

Every year, approximately 10.8 million children die unnecessarily. Sixty percent of these deaths, an estimated 6.5 million children, could be prevented through the implementation of known child health interventions; for example, immunizations, vitamin A, appropriate hand washing, breastfeeding, Oral Rehydration Therapy (ORT) and antibiotics for pneumonia.

Targeted and universal coverage of these same interventions also could help close the growing worldwide equity gap in child health. These gaps exist between rich and poor, boys and girls, and the rest of the world and Sub-Saharan Africa and South Asia where three-quarters of all under-five deaths occur. A large gap also exists between children and the very young. Every year, 3.9 million of all child deaths worldwide occur during the first 28 days of life, the neonatal period.

Two interventions, breastfeeding and ORT, are estimated to be able to prevent 13% and 15%, respectively, of all under-five deaths. Six other interventions could prevent a significant percentage of under-five

deaths: zinc for the prevention and treatment of diarrhea and pneumonia (9%), insecticide treated materials (ITMs) (7%), complementary feeding (6%), antibiotics for sepsis (6%), antibiotics for pneumonia (6%), and antimalarials (5%). Many of these interventions operate on more than one cause - complementary feeding, for example, through its impact on under-nutrition and micronutrient deficiencies, can reduce child deaths from diarrhea, pneumonia, measles and malaria. (Jones G, et al. "How many deaths can we prevent this year?" The Lancet 2003; 362: 65-71).

In many countries, basic immunization and vitamin A supplementation already are reaching the majority of children and saving large numbers of lives. Even in these countries, however, these interventions require further expansion of coverage, especially to highest risk groups, as well as improvements in the quality and effectiveness of their delivery. In a number of countries, particularly in Sub-Saharan Africa, the rapid reduction in child mortality witnessed during the 1960s, 70s and 80s was replaced in the 1990s by a period of stagnation and reduction in use of these interventions. Over the last ten years, mortality rates among children in several African countries actually increased.

a) Key Constraints to Reducing Infant and Child Mortality

Proven interventions to reduce infant and child mortality and the mechanisms to deliver them exist; there is no need to wait for new vaccines, new drugs, or new technologies. Well planned, implemented and evaluated public health programs, managed by capable and motivated people, tackling a limited number of diseases and underlying or risk factors, can have an enormous public health impact. Trained health workers, knowledgeable of interventions and using locally adapted protocols can achieve meaningful results. Effective and frequent supervision of health workers and regular monitoring activities provide essential motivation and feedback for progress. What, therefore, are the constraints to reducing infant and child mortality?

Without good policies, adequate funding and strong national and local political support, child health programs eventually fail. On a program level, poor quality of health services, lack of essential drugs and supplies, and physical and cultural barriers to access work against improving child health. In many countries, an exclusive focus of program investment on public sector services, ignoring the formal and informal private sector providers of information and health services, acts as a constraint on improving child survival.

Another key constraint is the lack of equity and undue focus on results at the national level rather than the district or community level. Too often, programs achieve early success, reaching the geographically or socio-economically most accessible children while the most vulnerable children with the highest burden of disease remain unreached and underserved.

A final constraint is a persistent lack of focus on public health results. Programs have been slow to move from traditional output and process measures of success to rigorous public-health measures of program impact, without which real reductions in mortality and morbidity will not occur.

b) Evolution and Progress of the USAID Child Health Program

USAID's Child Survival program began in 1982. It marked a shift away from support for primary health care systems toward support for focused preventive and curative health interventions, aimed at the main causes of mortality and morbidity in less developed countries. The Child Survival Strategy, adopted in 1986, focused on the development and application of effective, low-cost technologies, principally immunization and ORT - the so-called "twin engines" of health development - as well as nutrition and child spacing.

After 1986, USAID launched three global projects to provide technical assistance for the implementation of its Child Survival activities. The Technologies and Resources for Child Health (REACH) Project supported the Expanded Program on Immunization (EPI) and to a lesser extent acute respiratory infections (ARI). The Technology for Primary Health Care (PRITECH) Project supported Diarrhea Disease Control (CDD) programs and increased use of ORT. The Communication and Marketing for Child Survival (HealthCom) Project, provided information, education and communication (IEC) support to Child Survival programs.

In 1993, USAID brought together the key elements of REACH, PRITECH, and HealthCom, along with other child health and nutrition interventions, in a single global leadership and technical assistance contract: The Basic Support for Institutionalizing Child Survival (BASICS) Project. This was USAID's first BASICS award.

In 1999, USAID awarded BASICS II, a performance-based contract, with performance defined in public health results/indicators. The BASICS II five-year contract provided services to the Center for Population, Health and Nutrition (now the Bureau for Global Health, BGH) other bureaus, and field Missions to develop and implement child survival programs. BASICS II's strategic objective-level results were: "increased use of effective, improved and sustainable child health interventions." To achieve this objective, BASICS II's activities were organized around a limited number of key technical focus areas, corresponding to critical program needs and child survival technical priorities: Increased effectiveness and sustainability of child immunizations; Integrated approaches to child health; incorporating nutrition into child survival activities, and neonatal survival and health.

c) Evolution of Child Survival Programs in USAID Field Missions and Washington

Over the course of the BASICS and BASICS II contracts (1993-2004), the needs of USAID field Missions have evolved and matured. Working with Missions and with USAID/Washington, The first two BASICS contracts helped build the capacity in countries to carry out assessments of child health needs, identify and negotiate with local partners, and design and manage child health programs. These contracts also helped develop and introduce innovations in child health and consolidate and integrate child health programs.

Today, many USAID Missions, instead of using a Washington-based agreement like BASICS II, now design, procure and manage bilaterals for their child health program needs. In some cases, Missions are using bilaterals for integrated child health programs or for wider programs that encompass maternal health as well as education and democracy. Many Missions now work directly with local non-governmental organizations (NGOs) and private voluntary organizations (PVOs) and have access to well-trained child health specialists in-country. These Missions no longer need a full service, Washington-based project. Other Missions, however, with less mature child and maternal health programs, diminishing staff resources, or under special circumstances such as war or disasters, continue to have a need for Washington-based projects to play a more direct role in designing and implementing programs on the ground.

Changes also occurred at the Agency headquarters that are having an impact on USAID child survival programs. In 2002, the USAID Report, "Foreign Aid in the National Interest, Promoting Freedom, Security and Opportunity," (FANI) provided a broader vision of the role of child survival in development and of the differences both among and within countries. The report recognizes that much of the improvement in life expectancy in developing countries has come from the decline in infant mortality, which, between 1970 and 1999, fell from 158 to 63 per 1,000 live births. The report describes two broad groups of countries. In the first health status has improved dramatically; in the second health indicators have stagnated or worsened. In the first group of countries USAID-supported child survival programs must advance programs to a higher level of financial and institutional sustainability and shift the focus from women and children to families. In the second, interventions must refocus maternal and child health program approaches on health conditions with the greatest potential for impact. Programs also must improve quality and sustainability of programs and consider non-health approaches to improving health, such as income growth, education, water and sanitation.

Ultimately, in both groups of countries significant results in improving child and family health can be achieved only extending the coverage of interventions known to be effective and efficient in reducing under-five mortality. Coverage is defined as access to and utilization of public health interventions, especially among population groups that represent the greatest proportion of disease burden.

Higher scale public health results usually are achieved through a succession of stages. These stages, for example, may include some or all of the following actions:

- defining the characteristics of the health problem to be addressed
- identifying a potential intervention or program approach for delivering that intervention
- testing the intervention or approach to provide evidence of its feasibility and impact
- introducing the intervention or approach in demonstration areas in program settings
- scaling up to the national level
- combining with other interventions into effective, comprehensive country programs and systems
- adapting and implementing these programs in multiple countries

Achieving broad coverage will be a driving, underlying principle of this contract. Depending on the stage of an intervention or program approach, the BASICS III contractor will work with USAID to achieve the greatest possible effective coverage, using USAID resources to complement and influence the investments of other partners.

d) Evolution of the Environment for Child Health and USAID's Response

Over the last ten years, the environment for child health has changed considerably. New partnerships and funds as well as the growing HIV/AIDS public health crisis have changed the way business is done, the amounts of funding available, and the leadership role of USAID.

The new global partnerships and funding mechanisms - Global Alliance for Vaccines and Immunizations (GAVI), The Global Fund for AIDS, TB and Malaria, Stop TB, and the Roll Back Malaria (RBM) partnership, among others - have changed the size, shape, and needs of child survival programs of many USAID Missions. USAID now functions as a partner in many of the working groups of the different funds, as well as contributing to their core budgets.

The Global Health Bureau has developed and implemented initiatives such as "Boost Immunization," the Vitamin A international partnership, and the "Request for Mission Partnership" that have established new program and policy directions within and outside the Agency. Such initiatives typically combine Bureau technical leadership, limited

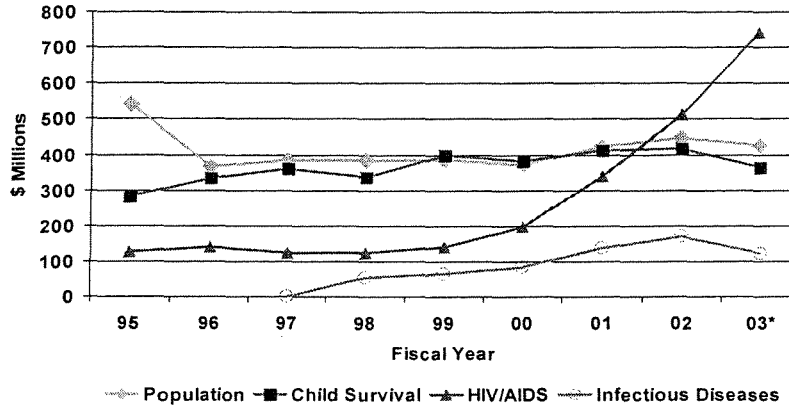
provision of additive funding to field Missions, and technical assistance by one or more of the Bureau's cooperating agencies, carried out through in-country partnership with other USAID-supported cooperating agencies.

Funding changes in other donors, such as the World Bank and European aid agencies, and the use of Poverty Reduction Strategy Papers (PRSPs) and Sector-Wide Approaches (SWAPs) also have influenced child health programming. In some cases, less funding is now available for dedicated child health interventions. In others, health funding as a whole has declined as larger debt reduction schemes have been embraced by countries and donors.

The enormous jump in HIV/AIDS funding, especially for Africa, has increased the need for coordination between growing HIV/AIDS programs and existing child survival interventions. The most obvious areas for coordination are prevention of mother to child transmission (PMTCT), care and support for HIV-infected children, and meeting the special needs of orphans and other HIV-affected children. Many children, however, live in HIV-prevalent communities where maternal and child HIV status is unknown. For these children, the key to improved nutrition, health, and development outcomes is strengthening basic care through families, communities, and existing health services. Exclusive breastfeeding and appropriate complementary feeding, basic immunization, vitamin A supplementation, and sleeping under insecticide treated nets (ITNs) in malaria-endemic areas benefit all children, especially those who are HIV-exposed or HIV-infected. Community-based growth promotion and care programs for children, regardless of their HIV status, can improve nutrition and developmental outcomes. And since diarrheal illness is more common and prolonged among HIV-positive children and is a major contributor to malnutrition, promotion of personal and domestic hygiene, especially in conjunction with water and sanitation improvements, is a key area of intervention that intersects directly with established child health and nutrition programs.

Finally, a flat-lined or declining USAID budget for child survival, shown in Figure 1, has resulted in smaller, more focused activities, designed to assist and support USAID, regional bureaus, and field Missions in more efficiently reaching their strategic objectives.

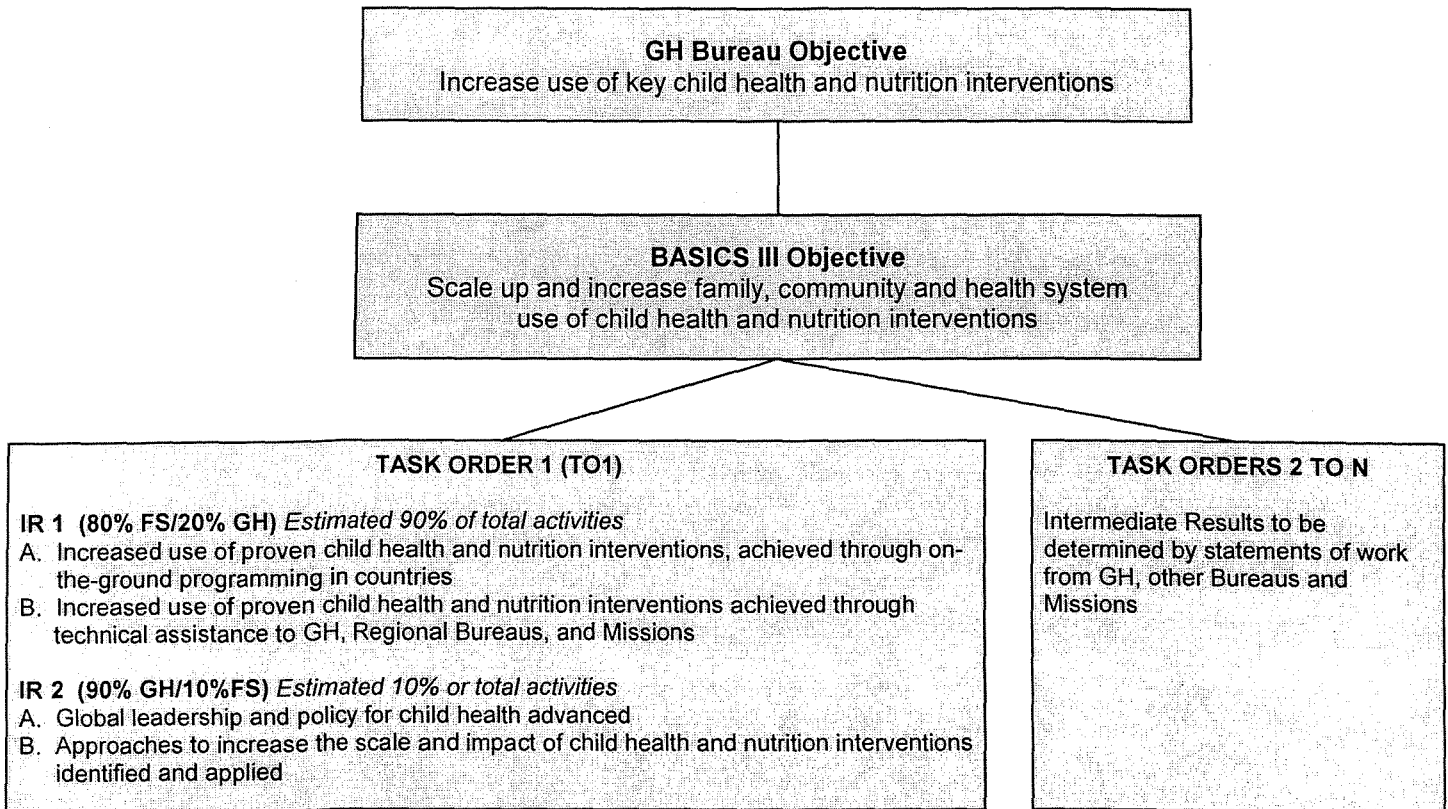
Figure 1: USAID Global Health funding trends, all accounts



*Request Level

As a result of these changes in the environment for child health, BGH resources can achieve significant child health and nutrition results only by interacting effectively with the additional resources of USAID field Missions and other partners, including countries themselves.

C.5 BASICS III STRATEGIC FRAMEWORK



a) BASICS III

Six elements distinguish child health activities to be carried out under BASICS III from the activities carried out under BASICS II:

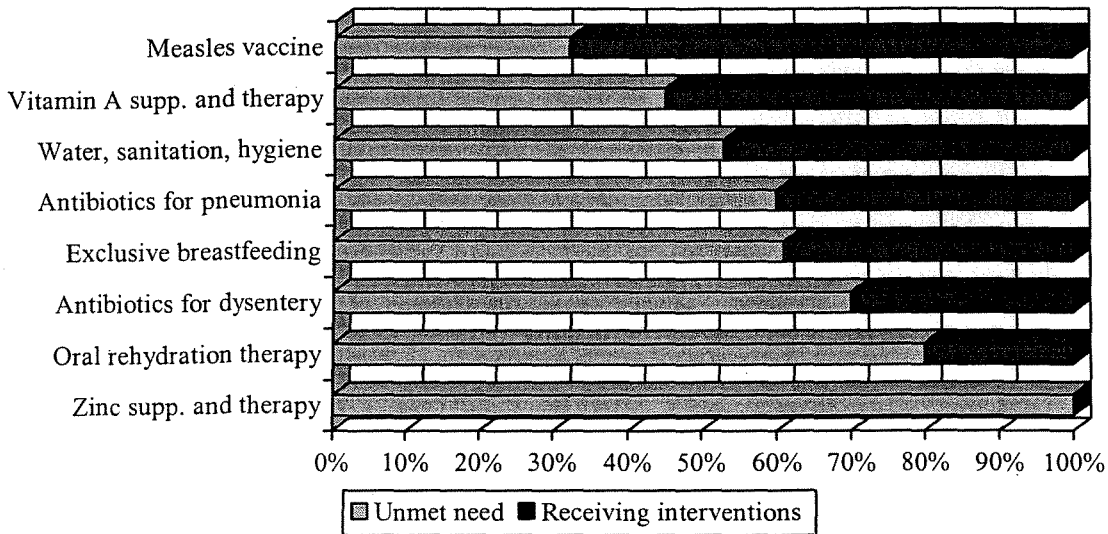
1. Results consistent with Mission strategies, aiming for population-based public health impact
2. A global technical leadership agenda led by the Global Health Bureau under TO1
3. Effective, large-scale partnerships with the private sector
4. Access to on-demand capacity in health systems, birth spacing, and humanitarian assistance
5. A small grants mechanism funded through field support for local NGOs and local faith-based organizations (FBOs) as part of increasing coverage
6. Increased attention to gender as a determining factor in child morbidity and mortality
 - programs routinely will gather gender-disaggregated data on child morbidity and mortality, as well as coverage with key child survival interventions

- programs will develop and apply new approaches to address gender-specific differences in family, community and institutional use of key child survival interventions

b) Child Health Interventions Covered by BASICS III

The BASICS III IQC will expand the use of child health and nutrition interventions. Specifically, the activity will focus on those areas of greatest unmet need for child health interventions in USAID-supported countries. At the outset of the project, the contract will not have initial targets for what proportion of the work will be on any one intervention. Figure 2 illustrates the distribution of unmet need for some of the different interventions.

Figure 2: Percentage of under-5 children receiving proven child survival interventions - and the unmet need



Adapted from Jones G, et al. "How many deaths can we prevent this year?" *The Lancet* 2003; 362: 65-71

Within these and other areas of unmet need, the BASICS III IQC will be expected to have access to staff with the requisite technical competencies. In some of these areas USAID expects BASICS III to be the lead cooperating agency, providing expertise in technical support of USAID activities and coordinating the efforts of other projects acting in a supportive role. In other areas BASICS III will have access to full-time resident expertise to facilitate work in that area and its integration into broader programming, but it will act in a supportive role to another activity that will take the lead in providing technical support to USAID. Examples of "supportive competency" are micronutrients and breastfeeding, areas for which other cooperating agencies have the lead in support of Agency activities. In both lead and supportive roles, BASICS III will be

required to collaborate closely with other relevant Agency-funded projects and partners.

The BASICS III IQC will have access to the on-demand competencies specified below. The specific sources of each of these on-demand competencies will be identified in the proposal and included as part of the contract.

Competencies are understood as the technical knowledge, practical program experience, and skills and expertise in public health approaches, required to design and implement policies and programs to achieve impact on a scale commensurate with USAID objectives.

C.6 GRANTS MANAGEMENT AND GRANTS-UNDER-CONTACT

In addition, funds may be available on a grant basis within the scope of this contract which the contractor will administer. In this regard, the Contractor(s) may be required to execute and/or administer grants under awarded Task Orders.

Per USAID's Automated Directives System, ADS 302.5.6 (a), when the Head of the Contracting Activity (HCA) provides written approval, the Contracting Officer may enter into a contract that provides for a USAID-direct contractor to execute grants up to \$25,000 with non-governmental organizations (not-for-profits or for-profits), providing conditions in ADS 302.5.6(a) are met. Such approval will be sought and justified on an individual task order basis.

C.7 BASICS III Strategic Framework.

Intermediate Result 1: Increased use of proven child health and nutrition interventions.

- A. The contractor will work within the strategic frameworks of USAID's Bureaus and Missions, both directly and,
- B. Through technical assistance to other mechanisms such as USAID Mission projects and NGOs to increase use of proven child health and nutrition interventions.

In A and B, the contractor, in collaboration with Missions and through a negotiated process with BGH, will define specific, quantifiable performance results in terms of Mission Intermediate Results. The results will include the corresponding indicators of the use of proven child health and nutrition interventions. In specific cases, as part of a USAID programming initiative, USAID/Washington may direct the contractor to provide USAID Washington funding to programs of USAID Missions. These programs will be designed to achieve population-based public health impact with proven child health interventions.

Intermediate Result 2: Global Leadership in child health and improved approaches to increase coverage.

- A. The contractor will advance policy and global leadership for child health.
- B. The contractor will identify, apply, and transfer efficient and effective approaches and strategies for achieving improved coverage and greater impact for child health and nutrition interventions.

This intermediate result, approximately ten percent of the overall activities of the project, will be funded largely by USAID Washington. The contractor will provide services to USAID/Washington and Missions for international and national forums and global and national advocacy activities and for formulating and implementing child health policies. The contractor will identify, apply and evaluate approaches to increase coverage of country programs, either directly with USAID support or through partnerships with other donors and organizations. This will include, but not be limited to, the development of effective approaches to reach the poor and other groups often unreached by current programming approaches, as well as approaches that increase the effectiveness of private sector and PVO participation in delivery of child health and nutrition-related goods, services, and information.

a) New Office-wide Requirements

Monitoring & Evaluation: The contractor will be responsible for monitoring progress toward the milestones of the activities carried out within Mission or Bureau frameworks, as laid out in multi-year implementation plans developed with the responsible Mission or Bureau and reviewed and approved by the Cognizant Technical Officer (CTO). These multi-year plans will specify the expected changes and scale of coverage, quality, and/or capacity outcomes that will be realized through the project's investments and the means by which these outcome changes will be measured. The contractor, however, will not necessarily be responsible for measuring these outcome changes. This measurement typically will be carried out through other USAID-funded projects (e.g., MEASURE DHS) or partner-supported mechanisms such as UNICEF's Multiple Indicator Cluster Surveys (MICS). In these cases the contractor will be responsible for coordination with the designated mechanism that will collect the country-level impact data through joint workplans and synchronized planning. In limited cases, the contractor may be responsible for collecting country-level impact data.

Operations Research: BASICS will not be responsible for a significant amount of operations research. Under BASICS the contractor may be asked to apply small scale operations research in the context of improving specific elements of country programs. It may also be asked to participate in specific collaborations aimed at establishing ways tools and to increase the coverage and impact of child survival interventions with reasonable costs. In this capacity, BASICS will

work in close collaboration with the Child Health Research Project (HARP).

New Categories of Staff: Overall, the contractor will have a smaller number of staff in comparison with USAID's previous child survival contract, BASICS II. The staff will respond to the categories of "lead," "supportive," and "on-demand" competencies for the activity. Lead, supportive and on-demand competencies for each technical area are identified below. The contractor is expected to provide highly experienced senior staff in all lead areas. Supportive competencies are areas where the contractor is expected to provide a lesser level of senior staff effort, which will be applied in close collaboration with other USAID collaborating agencies that will take the lead in this area, for example, LINKAGES in the case of breastfeeding. On-demand competencies are areas where the contractor is not expected to provide permanent staff but where the contractor is expected to be able to access staff on demand (short term and longer term) through its own staff not assigned to BASICS or through sub-contractors or other mechanisms.

Incorporation of Behavior Change: Under the previous child health framework, the CHANGE project was a separately procured and awarded cooperative agreement. Its objective was to assist USAID maternal and child health programs by developing and testing approaches to change individual, community and institutional behaviors as a key component of achieving public health impact. Under this contract, efforts under component B of Result 2 will be directed towards identifying, adapting, applying, and transferring behavioral approaches to increase the coverage of child health interventions to achieve greater public health impact. The contractor is expected to incorporate an individual, community and institutional behavioral analysis and strategy as a part of all its child health programs.

Strategic Experience Transfer: The contractor largely will be held responsible for country-level impacts as defined by the frameworks of the USAID Missions with which it works. It also will be held responsible for participating in the process of transferring the experiences gained by the country-level programs to other USAID Missions, NGOs, partners and donors, and especially to and from USAID-supported bilaterals. This transfer will take the form primarily of participation in selected events, exchanges with other countries, appropriate "packaging of the experience" and selected technical assistance to implement experiences in other venues, rather than in the form of publications. This focus on strategic experience transfer should be part of all country-level work, although additional costs of transfer largely will be funded by USAID Washington.

C.8 TECHNICAL/PROGRAM AREAS

USAID's Bureau for Global Health has identified strategic and intermediate results and priority areas where it will focus its investment and efforts. In the role of technical partner and source of technical assistance to BGH's global technical leadership function, the contractor will focus its efforts in these priority areas. These priority areas are identified in the following text. From time to time, in response to the evolving child survival environment, additional priority areas may be identified and agreed upon.

By focusing on priority areas of proven child survival interventions, it is understood that the contractor's programs and activities will consist to a great extent of actions that also strengthen the health systems of countries. Community delivery of antibiotics for ARI, for example, cannot succeed without strengthening human capacity development through health worker and volunteer training and ensuring that antibiotics are of good quality and available. The strengthening of multi-level health systems as the platform to deliver proven child survival interventions is a core element of USAID's approach to sustainable improvements in child health. Similarly, the promotion and facilitation of key behaviors that improve child health and nutrition is a core element of USAID's approach.

Likewise, the technical intervention areas described below should not be viewed as stand-alone, vertical programs but as elements of a more complex web of integrated child health services, adapted to the local context. One of the many differences between BASICS and the BASICS II contract is the absence of a technical intervention specifically entitled, "Integrated approaches to child health," or the like. This absence is not intended to convey the message that integration is no longer important to BGH, but precisely the opposite: since the start of BASICS II, the principle of integration has evolved to the point that its value in child health programming is no longer questioned.

In support of the program objectives of other USAID bureaus and field Missions, the contractor is expected to provide technical expertise and assistance for implementation in essentially the same technical areas as they are for BGH. The objectives and program strategies of field support or task orders from other bureaus and field Missions, however, on occasion may differ from those of BGH. Work in these technical areas, funded by other bureaus and field Missions, may involve a broader range of technical assistance, program activities, and competencies, funded through field support in BASICS.

USAID's approach recognizes the important role and contribution of PVOs in implementing key child health and nutrition strategies at the household, community and facility levels. During the course of BASICS, the contractor will be expected to collaborate with and provide technical support to PVOs in these priority areas, to provide training and access to the latest information, and to utilize the

learning and experiences of PVOs in community-based approaches to expand coverage at regional and national levels.

a) Accelerating Child Survival - MDGs and the post-Ottawa movement

In 2003, in response to the analyses presented in The Lancet articles regarding the "unfinished agenda" of global child survival, USAID/BGH co-hosted with the Canadian International Development Agency (CIDA) and the Government of Uganda a meeting of donors, international agencies, and developing countries. The meeting took place in Ottawa and examined options for accelerating progress toward the Millennium Development Goal (MDG) for Child Survival (2/3 reduction in under-5 mortality by 2015). From this meeting an informal multi-partner Working Group formed to define and support coordinated approaches to achieve greater child health and nutrition impact in selected countries. The BASICS II Project provided technical, analytical, and administrative support to the early activities of this Working Group. It is expected that under BASICS the contractor will continue to provide such support at the request of BGH, in the context of Result 2.A.

b) Diarrheal Diseases

ORT remains an effective intervention to prevent death from acute dehydrating diarrhea, which has saved millions of children's lives. In the face of evidence that use of ORT has not been maintained in several countries where it previously was very high (e.g. Peru), BGH considers this to be an area of high priority. BGH expects to focus on guiding Field Mission investment towards successful strategies and working with partners to assure continued attention to effective implementation of ORT in households, communities, health systems, and the private sector. Additional resources will be invested in zinc therapy introduction and scale up, in part through BASICS. BGH expects the contractor to provide technical assistance and support to its own efforts and to other bureaus and field Missions in this effort.

c) Pneumonia

In response to a second global evaluation of evidence supporting the safety and effectiveness of antibiotic treatment of child pneumonia by adequately trained and supervised community health workers, USAID and UNICEF, with BASICS II, launched a New Activity for Child Health with the Government of Senegal. This activity drew heavily upon the tools, methods, and indicators developed through the USAID-supported program in Nepal. USAID intends to continue and expand this activity in Senegal and carry out collaborative community-based pneumonia treatment activities in additional countries. This line of work will be a collaborative initiative with UNICEF and other partners with the intention of achieving widespread increase in coverage in countries with low access to health services and stimulating broader investment

by countries and global partners in expanding effective antibiotic treatment of child pneumonia.

In countries in which malaria is also a major cause of morbidity, mortality, and care-seeking for children, GH expects that the efforts to expand appropriate care-seeking and treatment for pneumonia will be linked with efforts to expand appropriate treatment of children with malaria/febrile illness. This linkage will likely include defining appropriate responses to overlapping clinical presentations, incorporating improved treatment for either malaria or pneumonia, and developing appropriate linkages to health services, especially for children with very severe illness. At the policy level, expanding effective antibiotic treatment will require a push similar to that Roll Back Malaria (RBM) provided for treatment of malaria.

d) Nutrition

Through its project activities and cooperation with countries, Missions, and other partners, GH has become a leader in developing and defining programmatic approaches to improving overall child nutrition, integrated with child health program activities, implemented at scale as elements of national program approaches, and replicated in other countries. The contractor will build on this experience and further expand and replicate these approaches in ways that promote improved nutritional status and health of children. Specific program approaches that GH expects the contractor to help expand include Community-Based Growth Promotion (CBGP) and Essential Nutrition Actions (ENA). Other approaches that potentially fit into this category include Community Therapeutic Care, of which Positive Deviance - Hearth is one example.

e) Newborn survival and health

USAID is part of a global effort to develop, evaluate, and expand approaches to reduce illness and death among newborn infants. For several years, various components of USAID - including BGH, regional bureaus, and a number of Missions - have been working with various cooperating agencies, major PVO partners (such as Save the Children and CARE), central and regional offices of WHO, and other international partners to implement, evaluate, and expand the availability and use of effective interventions to improve neonatal health and survival. For USAID, significant effort has been directed at households and communities, recognizing that the majority of high-risk births occur, and the majority of newborns live, in settings where adequate maternal and neonatal health services are not available or utilized. At the same time, efforts to improve the availability, use, and quality of such services in the public and private sector continue to be an important component of USAID's overall approach.

Some of the key interventions that affect newborn outcomes need to be delivered to women before and during pregnancy, labor, and delivery. These will not be expected to be part of the core competency of the

contractor. Other interventions, however, need to be provided to the newborn, beginning at the moment of birth and continuing through the first weeks of life. Among these newborn interventions are: stimulation and resuscitation; adequate attention to warmth and cord care; immediate and exclusive breastfeeding, and hygiene. They also include recognition, appropriate care seeking and best possible care for life-threatening neonatal infections and other complications, as well as best possible care for low birth weight and premature infants. These interventions may be linked to other interventions such as post-partum maternal care or hepatitis B immunization.

f) HIV/AIDS

Many potentially HIV-exposed and HIV-infected children will be born in circumstances where HIV status will not be known and special care capability will be limited. Here the approach to child nutrition, health, and development must be adapted to the resources of services, communities, and families in different and changing settings. The contractor will be BGH's lead technical assistance partner in developing and implementing child health strategies for potentially HIV-exposed and HIV-infected children in collaboration with the lead partners within the Office of HIV/AIDS.

For the many children living in HIV-prevalent communities where maternal and child HIV status is unknown, the key to improved nutrition, health, and development outcomes is strengthening basic care through families, communities, and existing health services. Exclusive breastfeeding and appropriate complementary feeding, basic immunization, vitamin A supplementation, and sleeping under ITNs in malaria-endemic areas benefit all children, and especially those who are HIV-exposed or HIV-infected. Active community-based growth promotion and care programs for children, regardless of HIV status, have the potential to improve nutrition and developmental outcomes. They also provide a platform for outreach services such as immunization and vitamin A supplementation, and for promotion of improved child care practices. Another key set of practices to be promoted relates to personal and domestic hygiene, especially in conjunction with water and sanitation improvements, since diarrheal illness is more common and prolonged among HIV-positive children and is a major contributor to malnutrition.

Whether children are HIV status is known or not, effective treatment of routine illness will be important for HIV-exposed and HIV-infected children. For affected communities, access to high quality routine primary care, including drugs and commodities, is especially important and is expected to assume a more prominent role as programs evolve. Where public sector health service capabilities are limited, community-based approaches and interaction with private sector health care providers may be effective ways of providing basic services and advice.

At the same time, all health care providers in HIV-prevalent areas require guidance and training on clinical indications for suspecting immune deficiency in a child and on appropriate management of known or suspected HIV-positive children. This guidance and training should include special care, such as cotrimoxazole prophylaxis for *Pneumocystis carinii* pneumonia, special supplementation and nutritional guidance, and suspicion and treatment of opportunistic infections, as feasible. Such children should be candidates for HIV testing and sustained anti-retroviral therapy, once appropriate pediatric regimens for developing countries have been established and become available. Referral level facilities should, if possible, provide HIV testing for children presenting with conditions potentially associated with HIV infection (such as generalized adenopathy, severe malnutrition, pneumonia unresponsive to first-line treatment, persistent diarrhea, or oral candidiasis). Health care service-based interventions for known or suspected HIV-infected children and for children known or suspected to have AIDS will need to be linked to community-based approaches to care of these children and support of their families.

These program interventions will need to be supported by the development and clear communication of policies and guidelines related to care, treatment, and support of children in HIV-prevalent communities. Because confusion regarding HIV infection in children, concern about stigma, and other considerations may lead families to seek information and care from inadequate, ineffective and even harmful sources, active multi-channel communication and information programs should be developed to support appropriate care for child nutrition, health, and development in HIV-prevalent countries. Systems strengthening activities are also essential to ensure that necessary pharmaceuticals and commodities of adequate quality are available and appropriately used.

g) Malaria

In Sub-Saharan Africa and other regions where malaria is a major cause of infant and child morbidity and mortality, the contractor will provide program and technical expertise in malaria as it relates to child health. Because of its involvement in treatment of children ill with other illnesses, especially diarrhea and pneumonia, BGH expects the contractor to take the lead role in developing and applying approaches to the detection and management of febrile illness/malaria in children. These approaches have evolved, and will continue to evolve, both in technical content (use of new drugs and multiple drugs), but mainly in the approaches to delivering treatment (pre-packaged drugs, treatment by community workers, families, and other health care providers, etc.).

BGH expects that this competency will be applied to link treatment of children with febrile illness/malaria with other child health and nutrition interventions, including links with specific program elements such as pneumonia treatment and with programming approaches

such as community and household child health programs, reduction of anemia, pharmaceutical management and others. It also will be applied to coordinate or link child health and nutrition program strategies and initiatives with major malaria-related strategies and initiatives, especially RBM.

This competency will need to be applied in addressing the policy and resource issues related to child malaria treatment, including treatment and use of new drugs by community health workers and the role of private sector providers of drugs and treatment in the health sector. To be effective, the contractor will need to stay abreast of evolving issues such as multi-drug resistance of malaria parasites, new drug regimens and delivery modalities, efforts to address substandard or counterfeit drugs and new program approaches (such as home-based treatment of febrile children).

h) Birth Spacing

A number of recent studies have suggested that a preceding birth interval of 3-5 years is associated with reduced mortality risk for newborns, infants and young children when compared to shorter intervals, particularly those less than 18 months. As such, the contractor may be called on to provide technical assistance to help integrate birth spacing counseling and services into existing child survival programs. The competencies that may be required include the following:

i) Humanitarian Crises

Given the high toll that natural and man-made disasters typically take on newborns, infants and children, the contractor may be called upon to provide assistance to USAID or U.S. Government efforts in specific emergencies in a well-defined capacity. The competencies that may be required include the following:

j) Immunization

While a new cooperative agreement for Immunization (BASICS/Immunization) will be the key vehicle for virtually all immunization-related activities funded by BGH, circumstances may arise that require involvement of BASICS III. Under these circumstances, BASICS III will be required to collaborate with BASICS/Immunization in any and all ways possible. Since these circumstances can not be predicted in advance, the contractor should have access to high-quality immunization-related expertise on-demand.

k) Identification and Application of Efficient and Effective Approaches to Increase the Coverage of Child Survival Interventions to Achieve Population-Level Impact

Improved approaches are needed to increase the coverage of proven child survival interventions, and new strategies are needed to apply interventions on a larger scale. Some of these approaches and strategies may involve commercial marketing or branding. Others may involve streamlining community approaches to serve wider populations. Still others need OR on specific individual, collective, or institutional behavioral barriers that limit or facilitate increased coverage. The contractor will be GH's lead technical assistance partner to identify, adapt and apply improved approaches and strategies to increase the coverage of child survival interventions and will be required to house the requisite professional skill set in order to achieve this result.

The contractor will not necessarily develop or create these approaches and strategies, which may come from the review of existing program experiences, whether USAID-supported or not. The purpose of work will be to identify promising approaches, adapt and implement them, evaluate them in relation to the intended public health results, and - if and when effective - promote their wider adoption.

1) Cross-Cutting Areas

Families and Communities: The analysis and experience of predecessor GH child survival projects, USAID programming, and country and international partners increasingly has demonstrated the importance of reaching beyond health services to families and communities to achieve better health and nutrition outcomes for children. This is especially true for countries with high levels of unmet need and low levels of health system capacity, as well as for addressing inequities in coverage of child survival interventions in all countries. It now has become increasingly clear that in the absence of an effective strategy to reach families and communities, countries are unlikely to reach the MDGs.

Experiences in numerous country and NGO programs show that behavior change related to the promotion of health and growth, prevention of illness, and detection and treatment of child illness can be achieved through effective, systematic, community and family-based approaches. These approaches benefit from linkages to appropriate health service providers, but are themselves ways to increase healthy behaviors and care, with or without creating demand for services from outside providers. These empowering and participatory community approaches, often facilitated by NGOs and PVOs, have the greatest potential for impact when they are made part of a country's overall strategy and programming approach for improving child health and provided with commensurate levels of resources.

BGH expects the contractor to include community approaches to improving child health and nutrition as a lead competency of the contract's work. This core competency will interact with the contract's implementation and scale-up of key child survival interventions: The focus will be on making the development and

implementation of at-scale community and family-based approaches elements of national and international policies, programs, and investment strategies.

Health Systems: Health systems in most developing countries require strengthening, especially countries with high unmet need for child survival interventions. Some of USAID's donor and multilateral partners invest exclusively in "systems strengthening," the assumption being that strengthened systems produce better health outcomes. BGH's perspective is that strengthened health systems, broadly defined to include community and private sector elements as parts of the system, are an important medium- to long-term goal. Investments in any health activity in a given country shall be consistent with and contribute to development of the health system. In fact, many of the programs to increase the use of key interventions are activities that strengthen health systems.

The contractor, working with GH, other bureaus, field Missions, and international partners will work to improve coverage and quality of key child survival interventions. To the greatest degree possible these approaches will strengthen key elements of countries' health systems. Achieving this balance will require fitting country policy and program approaches into a wider vision for that country's health system. The contractor will aim to achieve a consistent approach to system strengthening across its work within a given country so that support in one intervention is not inconsistent with work in another intervention.

The contractor will require access to competencies in relevant aspects of health systems (e.g., working with RPM Plus to improve the quality and availability of essential drugs) in order to achieve coverage at scale and contribute to systems strengthening. The nature of the country-specific health systems issues that might need to be addressed cannot be identified in advance. BGH considers these competencies to be both on-demands as well as integrated into approaches within each intervention area.

Elements of Effective Programs (the IMCI lesson): In 2002-2003, USAID participated in an inter-agency "Analytic Review" of global experience implementing the WHO/UNICEF Integrated Management of Childhood Illness (IMCI) Strategy. This review examined IMCI in terms of effective delivery of key child health interventions. An important lesson from this review was that to deliver interventions successfully all key elements of programming must be in place and functioning. Examples of key elements of effective programming include:

- a defined organization and management structure
- a manager with defined responsibility and accountability
- a budget line
- defined approaches and tools for key system functions, such as planning, management, skill building, supervision, assessment and

provision of required drugs and commodities, communication and demand creation, and monitoring service and population-level indicators

The lesson for child survival programming and for this contract is that at-scale impact cannot be expected from interventions unless key program elements for their delivery are functioning. In countries with strong health systems, these functions routinely may be performed by the system itself. In weaker systems, lack of some or all of these elements will significantly limit the impact of investments in key interventions. One way to implement key interventions in the absence of a broader functional system would be to define and support these key elements through an actual program. Another way would be to systematically assess the status of programming elements relevant to an intervention and determine how to support those found inadequate.

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 semi finished 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.

SECTION E - INSPECTION AND ACCEPTANCE

E.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

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

	NUMBER	TITLE FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	DATE
\$	52.246-2	INSPECTION OF SUPPLIES--FIXED-PRICE	AUG 1996
@	52.246-3	INSPECTION OF SUPPLIES--COST-REIMBURSEMENT	MAY 2001
\$	52.246-4	INSPECTION OF SERVICES--FIXED-PRICE	AUG 1996
@	52.246-5	INSPECTION OF SERVICES--COST-REIMBURSEMENT	APR 1984
\$	52.246-16	RESPONSIBILITY FOR SUPPLIES	APR 1984

E.2 INSPECTION AND ACCEPTANCE

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

USAID
Global Health Bureau
3rd Floor, Ronald Reagan Building
1300 Pennsylvania Avenue, NW
Washington, DC 20523

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

E.3 MONITORING AND EVALUATION PLAN

Evaluation of the Contractor's overall performance in accordance with performance standards/indicators established under task orders and in Section C of this Contract shall be conducted jointly by the Task Order CTO and the Task Order Contracting Officer, and shall form the basis of the Contractor's permanent performance record with regard

to this contract. The Task Order CTO and the Task Order Contracting Officer will undertake an evaluation at the conclusion of each task order and forward a copy to the USAID/W CTO and Contracting Officer. In Addition, each year, the Global Health Bureau will survey Missions and implementing agencies regarding their level of satisfaction with services rendered under this contract.

SECTION F - DELIVERIES OR PERFORMANCE

F.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

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

NUMBER	TITLE	DATE
1)	FEDERAL ACQUISITION REGULATION (48 CFR Chapter	
\$ 52.242-15	STOP-WORK ORDER	AUG 1989
@ 52.242-15	STOP-WORK ORDER	AUG 1989
	ALTERNATE I (APR 1984)	

F.2 PERIOD OF PERFORMANCE

The ordering period for this contract is five (05) years from the effective date of the award of the basic Indefinite Quantity Contract (IQC).

Although task orders may be issued at anytime during this ordering period, two constraints apply to the period of performance for task orders. First, the period of performance for a task order may not go beyond three (3) years after the end of the ordering period. Second, a Task Order Contracting Officer (TOCO) may not award a task order for a period of performance that goes more than five (5) years into the future at the time the order is either awarded or extended by modification.

F.3 PLACE OF PERFORMANCE

Performance of this contract and task orders issued hereunder, shall be in the Washington DC metropolitan area, at the Contractor's and any subcontractor's facilities at other locations in the United States, and in those countries specified in task orders to which the Cognizant Technical Officer, in accordance with Section H of this contract and the clauses of this contract entitled "International Travel Approval and Notification Requirements" (AIDAR 752.7032) and "Personnel (AIDAR 752.7027), approves international travel for performance of the work.

F.4 KEY PERSONNEL (CPFF)

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

(1) Project Director (IQC Primary Point of Contact):

Name: Dan Kraushaar
Telephone No.: (703)-312-6800
Fax: (703) 312-6900

(2) Senior Technical Director

Name: Diane Silimperi
Telephone No.: (703)-312-6800
Fax: (703) 312-6900

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

F.5 PERFORMANCE STANDARDS

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

F.6 REPORTS AND DELIVERABLES OR OUTPUTS

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

(a) Long range strategic plans: Including country and headquarters plans.

(c) Annual progress reports: In accordance with the planning and review cycle established with HIDN, the contractor shall submit a report of progress for each component of the long-range strategic plans. This report shall be timed and formatted so that it can provide USAID bureaus and Missions with input required for their own reporting requirements.

Annual progress reports shall present in narrative and quantitative form the progress made in achieving planned results and intermediate milestones, as well as the inputs expended in accomplishing progress to date, relating these to the total inputs planned for in the strategic plan. The planned timeline for every activity shall be presented, as well as progress along the timeline achieved during the reporting period. The report shall include a narrative and quantitative description of all progress made in country, regional and global programs; their relation to the strategic objectives and intended results of the USAID country and regional program; significance and recommended follow-up of these accomplishments and results; conclusions regarding future program and policy directions and approaches; important issues, problems and the most effective approaches to achieving further improvement; other comments and recommendations; and documentaiton of the use of funds and effort in the execution of activities under this task order.

(d) Final report: The contractor will submit a final report 90 days after the completion date of this task order. This report will include: a description in quantitative and narrative terms of accomplishment in achieving results; quantitative and narrative description of the achievements in each country program; a description of activities carried out under each of the areas and transfer of experience. Furthermore the report shall include recommendations concerning follow-up to the work conducted under BASICS; conclusions regarding future program and policy directions and approaches; recommendations regarding important issues, problems, and the most effective approaches to achieving further improvement in the area of child health. The report shall also include a financial summary describing how USAID funds were used and the effort that went into implementation of activities.

All required reports shall be submitted to the HIDN CTO; final acceptance of reports shall be subject to review and approval by HIDN.

All reports and deliverables shall be in the English language, unless otherwise specified by the USAID/W CTO or in a Task Order.

(e) Performance Monitoring Reports (PMRs): The Contractor shall submit annual performance reports summarizing progress of the major activities in process in relation to the requirements, indicating any problems encountered, and proposing remedial action as appropriate.

(1) Performance Reports shall be submitted within 30 days of the 12-month calendar period ending from date of contract award, and each 12-month period thereafter for the remaining performance period.

(2) The Contractor shall submit two copies of the PMR, one each to the Cognizant Technical Officer (CTO) and the Contracting Officer.

(3) The Contractor shall promptly notify the Contracting Officer and the CTO of any problems, delays, or adverse conditions, which materially impair the Contractor's ability to meet the requirements of this contract.

(f) Ad Hoc Reports: Each Task Order issued hereunder shall include specific requirements for reports and other deliverables. In addition to the distribution specified in the Task Order, the Contractor shall provide one (1) copy to the USAID/W CTO for this Contract (see Section G) and two (2) copies to U.S. Agency for International Development; PPC/CDIE/DI; Washington, DC 20523. The contractor shall also comply with the clauses of this contract entitled "Rights in Data - General" (FAR 52.227-14), "Periodic Progress Reports" [(AIDAR 752.242-70 (see Section I)], "Acknowledgment and Disclaimer" (AIDAR 752.7034), and Public Notices (AIDAR 752.7035).

(g) Briefings: Prior to completion of each task order or departure from post, if overseas (whichever is earlier), Contractor personnel shall brief the relevant USAID Mission and/or cooperating country officials on the principal activities, accomplishments, and findings during the assignment, unless a briefing is not desired. As requested by the USAID/W CTO, Contractor personnel will brief BGH upon return from each assignment and provide copies of any documents generated under individual Task Orders.

(h) Meetings: The contractor shall be responsible for attending quarterly general coordination meetings which will be held jointly with the contractor and the USAID/W CTO. The contractor shall be responsible for ensuring Key personnel presented to undertake assignments are up to date on relevant advances and issues in the field either through the attendance or by contractors briefing them on contents from Global Health Bureau workshops, seminars, events and training courses.

(i) Contract Quarterly Financial Report: The contractor shall submit a quarterly financial report to the USAID/W CTO and the cognizant USAID/W Contracting Officer. The quarterly financial report shall include the following information in the following format:

Contract No. _____
Contractor's Name _____

Task Order No.	Authorized Expend.	Actual Expend.	Balance	Est Compl. Date	Actual Compl. Date	Balance in Days + /(-)
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(j) Contractor Performance Evaluation Reports (CPRs): The CO shall use information contained in the PMRs (see paragraph (b) above) and input from the CTO to evaluate contractor performance upon completion of task order activities. Contractors shall have 30 days to comment on or rebut the assessment, or may simply concur with the assessment by signing and returning the CPR form to the CO.

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

F.7 CONTENTS OF TASK ORDERS

Each task order shall specify:

- (a) The Source of Funds and Fiscal Data.
- (b) The Ceiling Price and Obligated Amount, which shall constitute the maximum obligation of the Government to the Contractor for performance of the Task Order.
- (c) The Scope of Work that is based as much as possible on performance standards to which the contractor will be held.
- (d) The Quantity of Services/Work days.
- (e) The types of Services/Personnel Requirements, including:
 - (i) The number of work days ordered for each functional labor category (TLC);
 - (ii) The name(s) of approved individual(s) for each TLC;
 - (iii) The specific duties and responsibilities for each TLC, if such specification from the TLC's in the contract are needed, and;
 - (iv) The salary rate for each authorized individual, depending on the cost/pricing methodology of each Task Order.
- (f) The Period of Performance/delivery schedule, including a time line indicating benchmarks/milestones and performance standards and completion date.
- (g) The Budget.

- (h) The Logistic Support.
- (i) The USAID and Other Liaison Officials.
- (j) The Language Requirements, if any.
- (k) The Reports and Other Deliverables.
- (l) The Special Requirements/Relevant Information (e.g., source/origin/ nationality waivers).
- (m) The task order number, which shall be sequentially numbered.
- (n) The Government Furnished Property, if any, to be furnished to the Contractor, or the alternative means of obtaining same.
- (o) The Authorized Work Week.
- (p) Authorized Geographic Code, if different than 000.
- (q) The Paying Office

F.8 LOCALLY-HIRED NATIONAL PERSONNEL

When requested to respond to a task order statement of work, the Contractor shall provide, as required, CV's and completed contractor Employee Bibliographical Data sheets. The position descriptions for each of the locally hired nationals are to be proposed by the Contractor when they are required for task orders. The descriptions shall define the overall experience and educational credential that are required.

F.9 ISSUANCE OF TASK ORDERS

(1) Classified Task Orders

In accordance with Section H.5 of this contract, USAID may award a classified task order under this contract. Because USAID participates in the National Industrial Security Program (see FAR 4.4 and ADS 567), the CTO and CO must follow the procedures in ADS 567, particularly the requirement to include security specifications in the Statement of Work for a contract or task order. If time permits, the CO may allow a contractor without the requisite facility clearance to participate in the fair opportunity procedures for a classified task order in anticipation of DSS granting the clearance before the task order must actually be awarded. However, doing so is on the condition that all parties acknowledge and agree that if DSS does not grant an interim or final facility clearance in time, the CO must award the classified task order to the contractor that is selected through the fair opportunity procedures AND has the requisite facility clearance.

(2) Request for Task Order Proposal

(a) Individual T.O.s shall clearly describe all services to be performed or supplies to be delivered so the full cost or price for the performance of the work can be established when the order is placed. Orders shall be within the scope, issued within the period of performance, and be within the maximum value of the contract. Only the CO for the basic IQC may modify the Basic IQC to change the scope, period, or maximum ceiling.

(b) The contractor's response to a request for a task order proposal (RFTOP) must include the contractor's cost or price to perform the anticipated T.O. The RFTOP must be in writing (via mail, e-mail, fax, or other, as set out in the RFTOP) and include a description of the intended services.

The following are the procedures for requesting proposals for task orders:

After evaluating the requirement(s) as stated in the request, the T.O. CTO drafts a brief memorandum to the TOCO recommending that the task order be awarded to the contractor. The TOCO is responsible for negotiation, and T.O. award.

(i) To obtain services or other deliverables that are within the scope of this contract, the TOCO may issue orders using any of the pricing types specified in the contract.

(ii) The contractor must respond to the RFP within the number of calendar days stated in the RFTOP.

(3) Task Order Award

The Contractor must not commence work until authorized by the TOCO.

(4) Task Order Administration

(a) Task Order Extensions (Non-funded). The T.O. CTO has the authority to extend the Contractor's performance under a T.O. beyond the estimated completion date set forth therein, provided that

- This approval is made in writing before the original estimated completion date set forth in the task order and clearly states that the extension is at no additional cost to the task order;
- Performance must not extend beyond 60 calendar days from the original estimated completion date set forth in the task order; and
- Performance must not extend beyond the end of the period of performance in Section F of the base IQC.

Prior to the original estimated completion date, the Contractor must provide a copy of the T.O. CTO's written approval for any extension to the term of the T.O. to the TOCO; in addition, the Contractor must attach another copy of the T.O. CTO's approval for such continued performance under the T.O. the completion voucher submitted for payment.

Prior to the original estimated completion date, the Contractor must provide a copy of the T.O. CTO's written approval for any extension to the term of the T.O. to the TOCO; in addition, the Contractor must attach another copy of the T.O. CTO's approval for such continued performance under the T.O. the completion voucher submitted for payment.

(5) Right to Procure from Other Sources

The Government, under the terms of this IQC, retains the right to procure similar services from other sources during the period of this contract.

(6) Ombudsman

If a Contractor believes its organization has not been fairly treated, they may contact the Ombudsman. The Ombudsman may be reached at the following address: U.S. Agency for International Development, Attn: Jean Horton, M/OP, Room 7.10-75, 1300 Pennsylvania Ave., N.W. Washington, DC 20314; E-mail Ombudsman@usaid.gov.

(7) Task Order Labor (US--FDRs)

The TO CTO has the authority to adjust the number of days ordered within existing labor categories in the task order as long as the total dollar value of labor ordered is not exceeded. The TO CTO must provide this approval in writing before the Contractor may make any adjustment. The Contractor must request approval of the TOCO if revision of days ordered includes the addition of a labor category not originally included in the task order, or if total dollar value of labor would be exceeded.

(8) Task Order Ceiling Prices (FDRs)

The total task order ceiling price includes a monetary sub-ceiling for total labor ordered and a separate monetary sub-ceiling for all other costs. The TO CTO has the authority to approve revisions of costs within each respective sub-ceiling, provided such revision(s) are within the terms and conditions of the task order and base IQC. The TO CTO does not have the authority to approve revisions that exceed the respective sub-ceilings, move costs from one sub-ceiling category to the other, or increase the overall total estimated cost of the TO. TO CTO approvals must be in writing and clearly state that the revision is at no additional cost to the task order.

**F.10 REPORTING OF FOREIGN TAXES - REQUIRED REPORTING CLAUSE
(EFFECTIVE
9/24/2003)**

(a) Final and interim Reports. The [contractor/recipient] must annually submit two reports:

(i) an interim report by November 17; and (ii) a final report by April 16 of the next year.

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

(i) Contractor/Recipient name.

(ii) Contact name with phone, fax and email.

(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. NOTE: For fiscal year 2003 only, the reporting period is February 20, 2003 through September 30, 2003.

(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/Recipient] 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 recipient 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/recipient did not pay any taxes during the report period.

(ix) Cumulative reports may be provided if the contractor/recipient 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: USAID - FM/CMP, RRB, Room 7.07-099, 1300 Pennsylvania Avenue, Washington, D.C. 20523 with a copy to the CTO.

(e) Sub-agreements. The [Contractor/Recipient] must include this reporting requirement in all applicable subcontracts, sub-grants and other sub-agreements.

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

F.11 SUBMISSION OF DEVELOPMENT EXPERIENCE DOCUMENTATION TO PPC/CDIE/DI

In accordance with AIDAR Clause 752.7005 "Submission Requirements for Development Experience Documents (JAN 2004)" (the full text of which is included in Section H), USAID contractors are to submit one electronic and/or one hard copy of development experience documentation (electronic copies are preferred) to the Development Experience Clearinghouse at the following address (rather than the outdated address in the cited clause):

Development Experience Clearinghouse
8403 Colesville Road, Suite 210
Silver Spring, MD 20910

Telephone Number (301)562-0641
Fax Number (301)588-7787
E-mail: docsubmit@dec.cdie.org
<http://www.dec.org>

SECTION G - CONTRACT ADMINISTRATION DATA

@ G.1 AIDAR 752.7003 DOCUMENTATION FOR PAYMENT (NOV 1998)

(a) Claims for reimbursement or payment under this contract must be submitted to the Paying Office indicated in the schedule of this contract. The cognizant technical officer (CTO) is the authorized representative of the Government to approve vouchers under this contract. The Contractor must submit either paper or fax versions of the SF-1034--Public Voucher for Purchases and Services Other Than Personal. Each voucher shall be identified by the appropriate USAID contract number, in the amount of dollar expenditures made during the period covered.

(1) The SF 1034 provides space to report by line item for products or services provided. The form provides for the information to be reported with the following elements:

Total Expenditures
[Document Number: XXX-X-XX-XXXX-XX]

Line Item No.	Description	Amt vouchered to date	Amt vouchered this period
001	Product/Service Desc. for Line Item 001	\$XXXX.XX	\$ XXXX.XX
002	Product/Service Desc. for Line Item 002	XXXX.XX	XXXX.XX
Total		XXXX.XX	XXXX.XX

(2) The fiscal report shall include the following certification signed by an authorized representative of the Contractor:

The undersigned hereby certifies to the best of my knowledge and belief that the fiscal report and any attachments have been prepared from the books and records of the Contractor in accordance with the terms of this contract and are correct: the sum claimed under this contract is proper and due, and all the costs of contract performance (except as herewith reported in writing) have been paid, or to the extent allowed under the applicable payment clause, will be paid currently by the Contractor when due in the ordinary course of business; the work reflected by these costs has been performed, and the quantities and amounts involved are consistent with the requirements of this Contract; all required Contracting Officer approvals have been obtained; and appropriate refund to USAID will be

made promptly upon request in the event of disallowance of costs not reimbursable under the terms of this contract.

BY: _____
TITLE: _____
DATE: _____

(b) Local currency payment. The Contractor is fully responsible for the proper expenditure and control of local currency, if any, provided under this contract. Local currency will be provided to the Contractor in accordance with written instructions provided by the Mission Director. The written instructions will also include accounting, vouchering, and reporting procedures. A copy of the instructions shall be provided to the Contractor's Chief of Party and to the Contracting Officer. The costs of bonding personnel responsible for local currency are reimbursable under this contract.

(c) Upon compliance by the Contractor with all the provisions of this contract, acceptance by the Government of the work and final report, and a satisfactory accounting by the Contractor of all Government-owned property for which the Contractor had custodial responsibility, the Government shall promptly pay to the Contractor any moneys (dollars or local currency) due under the completion voucher. The Government will make suitable reduction for any disallowance or indebtedness by the Contractor by applying the proceeds of the voucher first to such deductions and next to any unliquidated balance of advance remaining under this contract.

(d) The Contractor agrees that all approvals of the Mission Director and the Contracting Officer which are required by the provisions of this contract shall be preserved and made available as part of the Contractor's records which are required to be presented and made available by the clause of this contract entitled "Audit and Records--Negotiation".

G.2 ADMINISTRATIVE CONTRACTING OFFICE

The Administrative Contracting Office is:

Lisa M. Bilder
Contracting Officer
USAID
M/OP/GH/HSR, RRB 7.09-071
1300 Pennsylvania Avenue, NW
Washington, DC 20523

Or As specified in the Task Orders.

G.3 COGNIZANT TECHNICAL OFFICER (CTO)

The Cognizant Technical Officer is Elizabeth Fox or his or her designee at:

USAID
Global Health Bureau, GH/HIDN, RRB 3rd Floor
1300 Pennsylvania Avenue
Washington, DC 20523

Or

As specified in Task Orders

G.4 TECHNICAL DIRECTIONS/RELATIONSHIP WITH USAID

(a) Technical Directions is defined to include:

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

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

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

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

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

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

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

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

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

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

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

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

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

(e) Contractual Problems - Contractual problems, of any nature, that may arise during the life of the contract must be handled in conformance with specific public laws and regulations (i.e. Federal Acquisition Regulation and Agency for International Development Acquisition Regulation). The Contractor and the CTO shall bring all contracting problems to the immediate attention of the Contracting Officer. Only the Contracting Officer is authorized to formally resolve such problems. The Contracting Officer will be responsible for resolving legal issues, determining contract scope and interpreting contract terms and conditions. The Contracting Officer is the sole authority authorized to approve changes in any of the requirements under this contract. Notwithstanding any clause contained elsewhere in this contract, the said authority remains solely with the Contracting Officer. These changes include, but will not be limited to the following areas: scope of work, price, quantity, technical specifications, delivery schedules, and contract terms and conditions. In the event the Contractor effects any changes at the

direction of any other person other than the Contracting Officer, the change will be considered to have been made without authority.

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

G.5 PAYING OFFICE

The paying office for this contract is:

US Agency for International Development (USAID)
Office of Financial Management, M/FM/CMP
1300 Pennsylvania Avenue, NW
Ronald Reagan Building Room 7.09-131
Washington, DC 20523

G.6 ACCOUNTING AND APPROPRIATION DATA

BBFY: 2004

EBFY: 2005

FUND: CD

Operating Unit: GH/HIDN

Strategic Objective: 936-003

Benefiting Geo Area: 997

Object Class: 41000

Amount Obligated: \$25,000

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

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

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
	AIDAR 48 CFR Chapter 7	
752.7027	PERSONNEL	DEC 1990

H.2 AIDAR 752.225-70 SOURCE, ORIGIN AND NATIONALITY REQUIREMENTS (FEB 1997)

(a) Except as may be specifically approved by the Contracting Officer, all commodities (e.g., equipment, materials, vehicles, supplies) and services (including commodity transportation services) which will be financed under this contract with U.S. dollars shall be procured in accordance with the requirements in 22 CFR part 228, "Rules on Source, Origin and Nationality for Commodities and Services Financed by USAID." The authorized geographic code for procurement of services under this contract is 935 and the geographical code for all goods and commodities is 000. Any change to the geographical code may be specified in the task order, as authorized by the task order's cognizant contracting officer.

(b) Ineligible goods and services. The Contractor shall not procure any of the following goods or services under this contract:

- (1) Military equipment,
- (2) Surveillance equipment,
- (3) Commodities and services for support of police and other law enforcement activities,
- (4) Abortion equipment and services,

- (5) Luxury goods and gambling equipment, or
- (6) Weather modification equipment.

(c) Restricted goods. The Contractor shall not procure any of the following goods or services without the prior written approval of the Contracting Officer:

- (1) Agricultural commodities,
- (2) Motor vehicles,
- (3) Pharmaceuticals and contraceptive items,
- (4) Pesticides,
- (5) Fertilizer,
- (6) Used equipment, or
- (7) U.S. government-owned excess property.

If USAID determines that the Contractor has procured any of these specific restricted goods under this contract without the prior written authorization of the Contracting Officer, and has received payment for such purposes, the Contracting Officer may require the Contractor to refund the entire amount of the purchase.

H.3 AIDAR 752.7004 EMERGENCY LOCATOR INFORMATION (JUL 1997)

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

- (1) The individual's full name, home address, and telephone number.
- (2) The name and number of the contract, and whether the individual is an employee or dependent.
- (3) The contractor's name, home office address, and telephone number, including any after-hours emergency number(s), and the name of the contractor's home office staff member having administrative responsibility for the contract.
- (4) The name, address, and telephone number(s) of each individual's next of kin.
- (5) Any special instructions pertaining to emergency situations such as power of attorney designees or alternate contact persons.

H.4 AIDAR 752.7005 SUBMISSION REQUIREMENTS FOR DEVELOPMENT EXPERIENCE DOCUMENTS (JAN 2004)

(a) Contract Reports and Information/Intellectual Products.

(1) The Contractor shall submit to USAID's Development Experience Clearinghouse (DEC) copies of reports and information products which describe, communicate or organize program/project development assistance activities, methods, technologies, management, research, results and experience as outlined in the Agency's ADS Chapter 540. Information may be obtained from the Cognizant Technical Officer (CTO). These reports include: assessments, evaluations, studies, development experienced documents, technical reports and annual reports. The Contractor shall also submit to copies of information products including training materials, publications, databases, computer software programs, videos and other intellectual deliverable materials required under the Contract Schedule. Time-sensitive materials such as newsletters, brochures, bulletins or periodic reports covering periods of less than a year are not to be submitted.

(2) Upon contract completion, the contractor shall submit to DEC an index of all reports and information/intellectual products referenced in paragraph (a)(1) of this clause.

(b) Submission requirements.

(1) Distribution. (i) At the same time submission is made to the CTO, the contractor shall submit, one copy each, of contract reports and information/intellectual products (referenced in paragraph (a)(1) of this clause) in either electronic(preferred) or paper form to one of the following: (A) Via E-mail: docsubmit@dec.cdie.org ; (B) Via U.S. Postal Service: Development Experience Clearinghouse, 8403 Colesville Road, Suite 210, Silver Spring, MD 20910, USA; (C) Via Fax: (301) 588-7787; or (D) Online: <http://www.dec.org/index.cfm?fuseaction=docSubmit.home>.

(ii) The contractor shall submit the reports index referenced in paragraph (a)(2) of this clause and any reports referenced in paragraph (a)(1) of this clause that have not been previously submitted to DEC, within 30 days after completion of the contract to one of the address cited in paragraph (b)(1)(i) of this clause.

(2) Format. (i) Descriptive information is required for all Contractor products submitted. The title page of all reports and information products shall include the contract number(s), contractor name(s), name of the USAID cognizant technical office, the publication or issuance date of the document, document title, author name(s), and strategic objective or activity title and associated number. In addition, all materials submitted in accordance with this clause shall have attached on a separate coversheet the name, organization, address, telephone

number, fax number, and Internet address of the submitting party.

(ii) The report in paper form shall be prepared using non-glossy paper (preferably recycled and white or off-white) using black ink. Elaborate art work, multicolor printing and expensive bindings are not to be used. Whenever possible, pages shall be printed on both sides.

(iii) The electronic document submitted shall consist of only one electronic file which comprises the complete and final equivalent of the paper copy.

(iv) Acceptable software formats for electronic documents include WordPerfect, Microsoft Word, and Portable Document Format (PDF). Submission in PDF is encouraged.

(v) The electronic document submission shall include the following descriptive information:

(A) Name and version of the application software used to create the file, e.g., WordPerfect Version 9.0 or Acrobat Version 5.0.

(B) The format for any graphic and/or image file submitted, e.g., TIFF-compatible.

(C) Any other necessary information, e.g. special backup or data compression routines, software used for storing/retrieving submitted data, or program installation instructions.

H.5 SECURITY CLEARANCE (CPFF)

(a) Task orders under this contract may involve classified performance in accordance with ADS Chapter 567 "Classified Contract Security and Contractor Personnel Security Program" and FAR Subpart 4.4 "Safeguarding Classified Information Within Industry". Consequently, this contract incorporates the minimum provisions needed to comply with the National Industrial Security Program (NISP) and ADS 567, as summarized in paragraphs (b) through (g) below. Before initiating the Fair Opportunity procedures in Section F of this contract for any classified task order, the requiring office for the task order must complete a DD 254, have it cleared by the Office of Security (SEC), and include it with the Statement of Work for the classified task order. A blank copy of the DD 254 is attached in Section J. Questions pertaining to the DD 254 are to be directed to the Office of Security.

(b) In order to be considered for a classified task order, the contractor must obtain and maintain a "Facility Clearance" at the "Secret" level. In accepting the award of this contract, the contractor acknowledges that it waives any right to be considered or to participate in the "fair opportunity to be considered" procedures in Section F of this contract for any classified task order if the contractor fails to obtain and maintain a Secret level facility clearance. Even though the basic contract is not classified, the

contractor may request a Secret level facility clearance at any time after the contract is awarded in order to be eligible for consideration for a classified task order. The CTO from the office sponsoring the IQC is responsible for coordinating with SEC in taking any actions ADS 567 requires to request the facility clearance from the Defense Security Service (DSS). The TO CTO is responsible for managing the clearance requirements for any classified task orders.

At the time of award, the contractor does [] does not [] have a Secret level facilities clearance.

The TOCO is responsible for incorporating the completed and cleared DD 254 into a classified task order.

(c) If DSS grants an interim clearance but then subsequently revokes the interim clearance after contract award and denies a final clearance, the contract may be terminated, depending on the reasons DSS denied the clearance. If the contract is not terminated, the contractor is prohibited from being considered for or being issued any future classified task orders, in accordance with the acknowledgement in (b) above.

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

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

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

(g) The Office of Security will issue RRB facility passes to individual contractor representatives/employees upon receipt of the "Visit Request". The contractor must ensure that any passes issued are returned upon termination of employment or completion of the contract, whichever occurs first."

H.6 INSURANCE AND SERVICES

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

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

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

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

POLICY: USAID awarded a contract to Fidelity and Casualty of New York to provide Defense Base Act (DBA) coverage to USAID direct and host country contractors which includes a provision for periodic adjustment of the basic rate. The contract was awarded using full and open competition. The incumbent contractor won the competition. The period of performance for the new contract is a two year base period with three one-year option periods. The fixed rate for the two year base period of the contract, October 1, 2003 - September 30, 2005, is \$2.15 per \$100 of employee remuneration. A policy directive will be issued to provide information regarding exercise of option rates applicable after September 30, 2005.

Applications for coverage should be made directly to:

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

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

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

Application may be requested by telephone or facsimile and coverage will be effective the day the covered individual leaves the United States. Applicants should request coverage in accordance with USAID Contract No. REE-Q-00-03-00090 with Fidelity and Casualty of New York.

Rutherford International, Inc., the administrative agent for Fidelity and Casualty of New York, will require a faxed copy of the Application for Defense Base Act Coverage. Applications and complete information and instructions are available directly from Rutherford International, Inc. or from the Rutherford web-site. Copies of Department of Labor (DOL) forms necessary to make an initial report of injury or illness are available at DOL website: www.DOL.gov.

Coverage is effective on the date listed on the application form as the "coverage effective date" (the date the individual leaves the United States). "Date of application" is the date Rutherford invoices the applicant. For new business, the applicant has 10 days from the date of application (Rutherford's invoice date) to submit the premium. For renewal business, the applicant has 30 days from the date of application (Rutherford's invoice date) to submit the premium. Rutherford may adjust the application date, at its option, to meet particular circumstances.

COST OF COVERAGE

For the period October 1, 2003 - September 30, 2005, the rate is \$2.15 per \$100 of employee remuneration for all USAID financed contracts, subcontracts and subordinate contracts for both direct and host country contracts. For the purpose of this contract, employee remuneration is defined as salary plus overseas recruitment incentive and post differential, but excludes per diem, housing allowance, travel expenses, temporary quarters allowance education allowance and other miscellaneous post allowances.

POINT OF CONTACT: Gwendolyn Little, Office of Procurement Evaluation Division, M/OP/E, Phone: (202) 712-5473, email: glittle@usaid.gov.

H.7 AUTHORIZED GEOGRAPHIC CODE

The authorized geographic code for procurement of services under this contract is 935 and the geographical code for all goods and commodities is 000. Any change to the geographical code may be specified in the task order, as authorized by the task order's cognizant contracting officer.

H.8 NONEXPENDABLE PROPERTY PURCHASES AND INFORMATION TECHNOLOGY RESOURCES

The Contractor shall request authorization from the Government to purchase equipment and/or resources for each task order that is issued. As part of this requirement, the Contractor shall provide a list giving a description of every item, quantity of units, price, function and whether it is a new/used item.

H.9 LOGISTIC SUPPORT

The Contractor shall be responsible for furnishing all logistic support in the United States and overseas.

H.10 LANGUAGE REQUIREMENTS

Contractor personnel and/or consultant shall have language proficiency to perform technical services.

H.11 SUBCONTRACTING PLAN AND THE SF 294 - SUBCONTRACTING REPORT FOR INDIVIDUAL CONTRACTS AND SF 295 - SUMMARY CONTRACTING REPORT

The Contractor's subcontracting plan dated April 01, 2004 and as revised on July 06, 2004 is hereby incorporated as a material part of this contract.

In accordance with FAR 52.219-9, SF 294 and SF 295 should be forwarded to the following address:

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

H.12 EXECUTIVE ORDER ON TERRORISM FINANCING

The Contractor/Recipient is reminded that U.S. Executive Orders and U.S. law prohibits transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of the contractor/recipient to ensure compliance with these Executive Orders and laws. This provision must be included in all subcontracts/sub-awards issued under this contract/agreement.

H.13 ORGANIZATIONAL CONFLICTS OF INTEREST: PRECLUSION FROM IMPLEMENTATION CONTRACT

Task orders under this contract may call for the Contractor to furnish important services in support of the design of specific activities. In accordance with the principles of FAR Subpart 9.5 and USAID policy, THE CONTRACTOR SHALL BE INELIGIBLE TO FURNISH, AS A PRIME OR SUBCONTRACTOR OR OTHERWISE, THE IMPLEMENTATION SERVICES FOR ANY ACTIVITIES FOR WHICH IT PROVIDES SUBSTANTIAL DESIGN SERVICES EXCEPT FOR SUCH SERVICES THAT MAY BE FURNISHED UNDER THIS CONTRACT, unless the Head of the Contracting Activity, in consultation with USAID's Competition Advocate, authorizes a waiver (in accordance FAR 9.503) determining that preclusion of the Contractor from the implementation contract would not be in the Government's interest. When a task order includes a work requirement that will preclude the contractor from furnishing implementation services, a clause stating the preclusion will be included in the task order.

H.14 RELOCATION OF U.S. BUSINESSES, ASSISTANCE TO EXPORT PROCESSING ZONES, INTERNATIONALLY RECOGNIZED WORKERS' RIGHTS (USAID JAN 1994)

No funds or other support provided hereunder may be used in a project or activity reasonably likely to involve the relocation or expansion outside of the United States of an enterprise located in the United States if non-U.S. production in such relocation or expansion replaces some or all of the production of, and reduces the number of employees at, said enterprise in the United States.

No funds or other support provided hereunder may be used in a project or activity the purpose of which is the establishment or development in a foreign country of any export processing zone or designated area where the labor, environmental, tax, tariff, and safety laws of the country would not apply, without the prior written approval of USAID. No funds or other support provided hereunder may be used in an activity which contributes to the violation of internationally recognized rights of workers in the recipient country, including those in any designated zone or area in that country.

Note: This provision must be included in all subcontracts and subagreements.

H.15 ACCESSIBILITY OF MEETINGS, CONFERENCES, AND SEMINARS TO PERSONS WITH DISABILITIES

The contractor shall assure that any meeting, conference, or seminar held pursuant to the contract will meet all applicable standards for accessibility to persons with disabilities pursuant to section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794) and any implementing regulations of the Department.

H.16 IMPLEMENTATION OF SECTION 508 OF THE REHABILITATION ACT
OF 1973 AND FEDERAL ACQUISITION CIRCULAR (FAC) 97-27
"ELECTRONIC AND INFORMATION TECHNOLOGY ACCESSIBILITY"

The contractor shall assure that contractors meet all applicable standards for accessibility to persons with disabilities pursuant to section the Rehabilitation Act of 1973, as amended (29 U.S.C. 794) and any implementing regulations of the Department.

PART II - CONTRACT CLAUSES

SECTION I - CONTRACT CLAUSES

I.1 NOTICE OF HYBRID CONTRACT

This is a FFP/CPFF type contract.

See the listing below for applicable contract types:

FFP = Firm Fixed Price
FP-E = Fixed Price with Economic Price Adjustment
FP-I = Fixed Price Incentive
FP-P = Fixed Price Redetermination-Prospective
FP-R = Fixed Price Redetermination-Retroactive
FFP-L = Firm Fixed Price, Level of Effort Term
LH = Labor Hour
TM = Time and Material
CPAF = Cost Plus Award Fee Completion;
CPAF-T = Term
CPIF = Cost Plus Incentive Fee Completion; CPIF-T = Term
CR = Cost Reimbursement (No Fee) Completion; CR-T = Term
CS = Cost Sharing Completion; CS-T = Term
TM = Time and Materials

When applicable, the following symbols will appear next to the applicable clauses and provisions through out this document.

\$ = applicable to FIXED-PRICE line items only.

@ = applicable to COST-REIMBURSEMENT line items only.

& = applicable to TIME-&-MATERIAL/LABOR-HOUR line items only .

I.2 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

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

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	

GHA-I-00-04-00002-00 · SECTION I

	52.202-1	DEFINITIONS	DEC 2001
	52.203-3	GRATUITIES	APR 1984
	52.203-5	COVENANT AGAINST CONTINGENT FEES	APR 1984
	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL 1995
	52.203-7	ANTI-KICKBACK PROCEDURES	JUL 1995
	52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN 2003
	52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	AUG 2000
	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JUL 1995
\$	52.215-2	AUDIT AND RECORDS--NEGOTIATION	JUN 1999
	52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT 1997
	52.215-14	INTEGRITY OF UNIT PRICES	OCT 1997
@	52.216-7	ALLOWABLE COST AND PAYMENT	DEC 2002
@	52.216-8	FIXED-FEE	MAR 1997
	52.217-2	CANCELLATION UNDER MULTIYEAR CONTRACTS	OCT 1997
	52.219-4	NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (JAN 1999)	JAN 1999
	52.219-25	SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM--DISADVANTAGED STATUS AND REPORTING	OCT 1999
	52.222-3	CONVICT LABOR	JUN 2003
	52.222-19	CHILD LABOR - COOPERATION WITH AUTHORITIES AND REMEDIES	JAN 2004
	52.222-38	COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS	DEC 2001
	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	DEC 2003
\$	52.227-9	REFUND OF ROYALTIES	APR 1984
	52.227-14	RIGHTS IN DATA--GENERAL	JUN 1987
@	52.228-7	INSURANCE--LIABILITY TO THIRD PERSONS	MAR 1996
\$	52.232-1	PAYMENTS	APR 1984
\$	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB 2002
\$	52.232-11	EXTRAS	APR 1984
	52.232-17	INTEREST	JUN 1996
@	52.232-22	LIMITATION OF FUNDS	APR 1984
	52.232-23	ASSIGNMENT OF CLAIMS	JAN 1986
	52.233-1	DISPUTES	JUL 2002
	52.233-3	PROTEST AFTER AWARD	AUG 1996
@	52.233-3	PROTEST AFTER AWARD	AUG 1996

	ALTERNATE I (JUN 1985)	
52.237-8	RESTRICTION ON SEVERANCE PAYMENTS TO FOREIGN NATIONALS	AUG 2003
52.237-9	WAIVER OF LIMITATION ON SEVERANCE PAYMENTS TO FOREIGN NATIONALS	AUG 2003
52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	APR 1984
52.242-3	PENALTIES FOR UNALLOWABLE COSTS	MAY 2001
52.242-4	CERTIFICATION OF FINAL INDIRECT COSTS	JAN 1997
52.242-13	BANKRUPTCY	JUL 1995
\$ 52.243-1	CHANGES--FIXED PRICE ALTERNATE II (APR 1984)	AUG 1987
@ 52.243-2	CHANGES--COST REIMBURSEMENT ALTERNATE II (APR 1984)	AUG 1987
@ 52.244-2	SUBCONTRACTS ALTERNATE II (AUG 1998)	AUG 1998
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS	MAY 2004
52.246-23	LIMITATION OF LIABILITY	FEB 1997
52.248-1	VALUE ENGINEERING	FEB 2000
\$ 52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	MAY 2004
@ 52.249-6	TERMINATION (COST-REIMBURSEMENT) (MAY 2004)	MAY 2004
52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR 1984
52.249-14	EXCUSABLE DELAYS	APR 1984
52.253-1	COMPUTER GENERATED FORMS	JAN 1991

AIDAR 48 CFR Chapter 7

752.202-1	DEFINITIONS	
752.211-70	LANGUAGE AND MEASUREMENT	JUN 1992
752.225-71	LOCAL PROCUREMENT	FEB 1997
@ 752.228-7	INSURANCE-LIABILITY TO THIRD PERSONS	
752.228-70	MEDICAL EVACUATION (MEDVAC) SERVICES	MAR 1993
752.7001	BIOGRAPHICAL DATA	JUL 1997
@ 752.7002	TRAVEL AND TRANSPORTATION	JAN 1990
752.7006	NOTICES	APR 1984
@ 752.7007	PERSONNEL COMPENSATION	JUL 1996
752.7008	USE OF GOVERNMENT FACILITIES OR PERSONNEL	APR 1984
752.7010	CONVERSION OF U.S. DOLLARS TO LOCAL CURRENCY	APR 1984
@ 752.7011	ORIENTATION AND LANGUAGE TRAINING	APR 1984
752.7013	CONTRACTOR-MISSION RELATIONSHIPS	OCT 1989
@ 752.7014	NOTICE OF CHANGES IN TRAVEL REGULATIONS	JAN 1990
752.7015	USE OF POUCH FACILITIES	JUL 1997
752.7025	APPROVALS	APR 1984
@ 752.7028	DIFFERENTIALS AND ALLOWANCES	JUL 1996
752.7029	POST PRIVILEGES	JUL 1993
752.7033	PHYSICAL FITNESS	JUL 1997
752.7035	PUBLIC NOTICES	DEC 1991

I.3 52.216-18 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from September 30, 2004 through September 29, 2009.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

I.4 52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than , the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor--

(1) Any order for a single item in excess of ;

(2) Any order for a combination of items in excess of ;

(3) A series of orders from the same ordering office within days that together call for quantities exceeding the limitation in subparagraph (b) (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the . ordering office within days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

I.5 52.216-22 INDEFINITE QUANTITY (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after .

I.6 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within .

I.7 52.232-25 PROMPT PAYMENT (FEB 2002) ALTERNATE I (FEB 2002)

Notwithstanding any other payment clause in this contract, the Government will make invoice payments under the terms and conditions specified in this clause. The Government considers payment as being made on the day a check is dated or the date of an electronic funds transfer (EFT). Definitions of pertinent terms are set forth in

sections 2.101, 32.001, and 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see paragraph (a)(4) of this clause concerning payments due on Saturdays, Sundays, and legal holidays.)

(a) Invoice payments--

(1) Due date.

(i) Except as indicated in paragraphs (a)(2) and (c) of this clause, the due date for making invoice payments by the designated payment office is the later of the following two events:

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

(B) The 30th day after Government acceptance of supplies delivered or services performed. For a final invoice, when the payment amount is subject to contract settlement actions, acceptance is deemed to occur on the effective date of the contract settlement.

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

(2) Certain food products and other payments.

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

(A) For meat or meat food products, as defined in section 2(a)(3) of the Packers and Stockyard Act of 1921 (7 U.S.C. 182(3)), and as further defined in Pub. L. 98-181, including any edible fresh or frozen poultry meat, any perishable poultry meat food product, fresh eggs, and any perishable egg product, as close as possible to, but not later than, the 7th day after product delivery.

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

(C) For perishable agricultural commodities, as defined in section 1(4) of the Perishable Agricultural Commodities Act of 1930 (7 U.S.C. 499a(4)), as close as possible to, but not later than, the 10th

day after product delivery, unless another date is specified in the contract.

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

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

(3) Contractor's invoice. The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in paragraphs (a)(3)(i) through (a)(3)(x) of this clause. If the invoice does not comply with these requirements, the designated billing office will return it within 7 days after receipt (3 days for meat, meat food products, or fish; 5 days for perishable agricultural commodities, dairy products, edible fats or oils, and food products prepared from edible fats or oils), with the reasons why it is not a proper invoice. The Government will take into account untimely notification when computing any interest penalty owed the Contractor.

(i) Name and address of the Contractor.

(ii) Invoice date and invoice number. (The Contractor should date invoices as close as possible to the date of the mailing or transmission.)

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

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

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

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

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

(viii) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(ix) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision (e.g., 52.232-38, Submission of Electronic Funds Transfer Information with Offer), contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(x) Any other information or documentation required by the contract (e.g., evidence of shipment).

(4) Interest penalty. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if payment is not made by the due date and the conditions listed in paragraphs (a)(4)(i) through (a)(4)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday, the designated payment office may make payment on the following working day without incurring a late payment interest penalty.

(i) The designated billing office received a proper invoice.

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

(iii) In the case of a final invoice for any balance of funds due the Contractor for supplies delivered or services performed, the

amount was not subject to further contract settlement actions between the Government and the Contractor.

(5) Computing penalty amount. The Government will compute the interest penalty in accordance with the Office of Management and Budget prompt payment regulations at 5 CFR part 1315.

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

(ii) The prompt payment regulations at 5 CFR 1315.10(c) do not require the Government to pay interest penalties if payment delays are due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance, or on amounts temporarily withheld or retained in accordance with the terms of the contract. The Government and the Contractor shall resolve claims involving disputes and any interest that may be payable in accordance with the clause at FAR 52.233-1, Disputes.

(6) Discounts for prompt payment. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if the Government takes a discount for prompt payment improperly. The Government will calculate the interest penalty in accordance with the prompt payment regulations at 5 CFR part 1315.

(7) Additional interest penalty.

(i) The designated payment office will pay a penalty amount, calculated in accordance with the prompt payment regulations at 5 CFR part 1315 in addition to the interest penalty amount only if--

(A) The Government owes an interest penalty of \$1 or more;

(B) The designated payment office does not pay the interest penalty within 10 days after the date the invoice amount is paid; and

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

(ii) (A) The Contractor shall support written demands for additional penalty payments with the following data. The Government will not request any additional data. The Contractor shall--

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

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

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

(B) If there is no postmark or the postmark is illegible--

(1) The designated payment office that receives the demand will annotate it with the date of receipt, provided the demand is received on or before the 40th day after payment was made; or

(2) If the designated payment office fails to make the required annotation, the Government will determine the demand's validity based on the date the Contractor has placed on the demand, provided such date is no later than the 40th day after payment was made.

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

(b) Contract financing payment. If this contract provides for contract financing, the Government will make contract financing payments in accordance with the applicable contract financing clause.

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

(d) Overpayments. If the Contractor becomes aware of a duplicate payment or that the Government has otherwise overpaid on an invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

(e) Invoices for interim payments. For interim payments under this cost-reimbursement contract for services--

(1) Paragraphs (a) (2), (a) (3), (a) (4) (ii), (a) (4) (iii), and (a) (5) (i) do not apply;

(2) For purposes of computing late payment interest penalties that may apply, the due date for payment is the 30th day after the designated billing office receives a proper invoice; and

(3) The contractor shall submit invoices for interim payments in accordance with paragraph (a) of FAR 52.216-7, Allowable Cost and Payment. If the invoice does not comply with contract requirements, it will be returned within 7 days after the date the designated billing office received the invoice.

I.8 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

<http://arnet.gov/far/>

**I.9 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS
(MAY 2004)**

(a) It is the policy of the United States that small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns shall have the maximum practicable opportunity to participate in performing contracts let by any Federal agency, including contracts and subcontracts for subsystems, assemblies, components, and related services for major systems. It is further the policy of the United States that its prime contractors establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns.

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

(c) Definitions. As used in this contract--

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

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

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

Small disadvantaged business concern means a small business concern that represents, as part of its offer that--

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

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

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

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

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

Women-owned small business concern means a small business concern--

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

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

(d) Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as a small business concern, a veteran-owned small business concern, a service-disabled veteran-owned small business concern, a HUBZone small business concern, a small disadvantaged business concern, or a women-owned small business concern.

I.10 AIDAR 752.7032 INTERNATIONAL TRAVEL APPROVAL AND NOTIFICATION REQUIREMENTS (JAN 1990)

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

I.11 COMMUNICATIONS PRODUCTS (OCT 1994)

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

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

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

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

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

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

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

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