

AWARD/CONTRACT	1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)	RATING	PAGE OF PAGES 1 2
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2. CONTRACT (Proc. Inst. Ident.) NO. AID-617-C-09-00001	3. EFFECTIVE DATE See Block 20C	4. REQUISITION/PURCHASE REQUEST/PROJECT NO. REQ-617-09-000011
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5. ISSUED BY USAID Uganda	CODE UGANDA	6. ADMINISTERED BY (If other than Item 5) USAID Uganda 00001	CODE UGANDA
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7. NAME AND ADDRESS OF CONTRACTOR (No., Street, City, Country, State and ZIP Code) ABT ASSOCIATES INC SUITE 800 NORTH 4550 MONTGOMERY AVE BETHESDA MD 20814-3343	8. DELIVERY <input checked="" type="checkbox"/> FOB ORIGIN <input type="checkbox"/> OTHER (See below)
	9. DISCOUNT FOR PROMPT PAYMENT N/A

10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN	ITEM
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11. SHIP TO/MARK FOR USAID/UGANDA U.S. Mission Compound, South Wing Plot 1577 Ggaba Rd PO Box 7856 Kampala, Uganda	CODE USAID/UGANDA	12. PAYMENT WILL BE MADE BY OFFICE OF FINANCIAL MANAGEMENT 00001	CODE UGANDA
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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 617
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15A. ITEM NO	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
Continued					

15G. TOTAL AMOUNT OF CONTRACT **\$34,348,339.00**

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CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

17. CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 1 copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)

18. AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number _____ 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 condition sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.

19A. NAME AND TITLE OF SIGNER (Type or print)
David McGuire, Vice President

19B. NAME OF CONTRACTOR
[Signature]
(Signature of person authorized to sign)

20A. NAME OF CONTRACTING OFFICER
Bruce McFarland

20B. UNITED STATES OF AMERICA
BY *[Signature]*
(Signature of the Contracting Officer)

20C. DATE SIGNED
7/22/09

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19A. NAME AND TITLE OF SIGNER (Type or print)	20A. NAME OF CONTRACTING OFFICER Bruce McFarland
19B. NAME OF CONTRACTOR	20B. UNITED STATES OF AMERICA
19C. DATE SIGNED	20C. DATE SIGNED
BY _____ (Signature of person authorized to sign)	BY _____ (Signature of the Contracting Officer)

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
AID-617-C-09-00001

PAGE OF
2 | 2

NAME OF OFFEROR OR CONTRACTOR
ABT ASSOCIATES INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0001	USAID/Uganda Indoor Residual Spraying Program Indoor Residual Spraying Services				

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PART I - THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS

B.1 PURPOSE

The purpose of this contract is to achieve the Presidential Malaria Initiative (PMI)/ Uganda targets in indoor residual spraying (IRS) through implementing a high quality IRS project, conducting comprehensive monitoring and evaluation of the IRS program and developing the national capacity to conduct the IRS. The proposed activities will be carried out with full collaboration of the Uganda National Control Program (NMCP) and will cover eight districts.

B.2 CONTRACT TYPE

This is a cost-plus award fee (CPAF) completion contract type. The general structure and management of the award fee arrangements are described in Section E.4. For the consideration set forth below, the Contractor must provide the deliverables in Section F and section C in accordance with the performance standards and targets specified in Section E.

B.3 ESTIMATED COST, BASE FEE, AWARD FEE, AND OBLIGATED AMOUNT

(a) The estimated cost for the performance of the work required hereunder, exclusive of fee(s) is \$XXXX.XX. The base fee is \$XXX.XX and the maximum possible award fee is \$XXX.XX. The estimated cost plus all maximum fees is \$34,348,339.

(b) Within the estimated cost plus all possible fees specified in paragraph (a) above, the amount currently obligated and available for reimbursement of allowable costs incurred by the Contractor (and payment of fee, if any) for performance hereunder is \$4,040,175. The Contractor shall not exceed the aforesaid obligated amount.

(c) Funds obligated hereunder are anticipated to be sufficient through January 30, 2010.

B.4 CONTRACT LINE ITEMS

BASE PERIOD (YEAR 1, 2, & 3),

CLIN 0001	Project Management Only	
0001a	Estimated Cost	\$
0001b	Base Fee	\$
0001c	Award Fee	\$

CEILING PRICE: CLIN 0001 (0001a+0001b+0001c) \$34,348,339

NOTES:

Contract Line item Number “CLIN 0001a, CLIN 0001b, CLIN 0001c” are the prime Contractor’s estimated direct and indirect cost for project management performance plus fees. Payment for these CLINs shall be handled on an actual cost reimbursement, plus fees payment basis.

The “Ceiling Price” is the total of all CLINs and represents the total maximum value of the contract. This contract does not cover (and will not reimburse) host country taxes, customs liens and other fees pursuant to the USAID/GOU bilateral agreement.

B.5 INDIRECT COSTS (DEC 1997)

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

Description	Rate	Base	Type	Period

Base of Application:

- (a)
- (b)
- (c)
- (d)
- (e)
- (f)

B.6 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 and AIDAR 752.7003, Documentation for Payment.

Note:

All program costs incurred by the contractor will be vouchered in US Dollars and reimbursed to the contractor by USAID in US Dollars. Out of Country Short-term consultants will bill in U.S. dollars and be paid in U.S. Dollars.

B.7 SUBCONTRACTS CONSENT

Prior consent for subcontracts included in the contractor's proposal is not provided with the signing of the contract by the Contracting Officer. In accordance with Contract FAR clause 52.244-2, Subcontracts, the Contractor shall request Contracting Officer's consent and submit the information required by the aforementioned clause for any subcontracts requiring consent.

(END OF SECTION B)

SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

C.1 INTRODUCTION

C.1.1 Background

In June 2005, the United States Government announced that Uganda had been selected to be included in the President's Malaria Initiative (PMI), a five year, \$1.2 billion initiative to rapidly scale-up malaria prevention and treatment interventions in high burden countries in sub-Saharan Africa. The goal of PMI is to reduce malaria-related mortality by 50% by the end of 2010 in vulnerable groups: children under five, and pregnant women. PMI/Uganda has a five-year strategic plan and an annual malaria operational plan for Uganda which guides current implementation and scale-up of activities. The PMI is a USAID-led initiative that is implemented in partnership with the U.S. Centers for Disease Control and Prevention (CDC). In FY06, the first year of PMI, Uganda received \$9.5 million. In FY07, funding doubled to \$21.5 million, and in FY08, funding increased again to \$22 million. In subsequent years, Uganda expects to continue to receive funding upwards from \$22 million annually until FY10 to achieve PMI goals (the funding year is generally one year in advance of the contract performance year). Whereas it is still unclear if PMI funding will be continued in FY11 and FY12, planning is for comparable levels of funding for malaria in out years. IRS is the largest component of FY08 malaria operational plan and is the cornerstone of the PMI/Uganda program.

C.1.2. Current Malaria situation in Uganda

Malaria is endemic in 95% of Uganda. The remaining 5% of malaria transmission lies in the epidemic-prone highlands of the southwest. It is the leading cause of morbidity and mortality and accounts for 25-40% of outpatient visits at health facilities, 20% of all hospital admissions and 9-14% of all hospital deaths. The current estimated mortality due to malaria ranges from 70,000 to 100,000 deaths per year. Nearly half of hospital in-patient deaths among children under five are attributed to malaria and there are even more unreported malaria-related deaths that occur at home. The total number of fever cases (i.e. cases of fever that were not confirmed as malaria) for all ages was estimated to be 65 million in 2005. Of these cases, approximately 12 million were treated in the public and private not-for-profit sector.

C.1.3. USAID/Uganda's Investing in People Strategy

This contract will fall under the USAID/Uganda's Investing in People strategy, a comprehensive effort to improve outcomes in health, HIV/AIDS and education in Uganda. The Investing in People strategy supports the public and private sectors to preserve and nurture human capacity by working towards a healthier and more educated society. Through its many partners and projects, USAID aims to prevent diseases, improve treatment for the sick and enhance health care and support, especially among the most vulnerable groups. Many lives can be saved by ensuring that vulnerable populations; such as infants, children, women of reproductive age, people with disabilities, internally displaced persons, and orphans are able to access high quality and affordable health and social services and related products.

Uganda is also a President's Emergency Plan for HIV/AIDS Relief (PEPFAR) focus country, and the PEPFAR program falls under this strategy. USAID/Uganda receives approximately \$102 million per year to respond to the HIV/AIDS epidemic. According to performance data collected in mid-2005, the PEPFAR program in Uganda is ahead in achieving treatment, care and support targets. To continue to make progress in the fight against HIV/AIDS, PEPFAR/Uganda is reinforcing its efforts in prevention for HIV positive individuals and couples, improve access to family planning among HIV positive couples, and spearhead a national effort to address the gender and sexual norms that condone multiple concurrent sexual relationships for men. PEPFAR/Uganda also continues to support palliative care programs and provide comprehensive support including: treatment for opportunistic infections and tuberculosis (TB), cotrimoxazole prophylaxis, nutrition support, safe water, long-lasting insecticide treated nets (LLINs), psychosocial support, pain management and other interventions. Access to antiretroviral therapy (ART) programs is also expanding and over 70,000 individuals are receiving treatment.

USAID/Uganda aims for all of its Investing in People programs in malaria, HIV/AIDS, child survival, maternal and child

health, family planning and health system strengthening to work in a coordinated fashion to ensure that any potential wrap around programs or linkages are realized. The Presidential Malaria Initiative (PMI) also falls under this strategy as described below.

C.1.4. The President's Malaria Initiative

To reach the goal of reducing malaria-related mortality by 50% by 2010, 85% coverage of the most vulnerable groups must be reached. These groups include children under five years of age, pregnant women, and people living with HIV/AIDS, and the coverage is with proven preventive and therapeutic interventions including indoor residual spraying (IRS), treatment with artemisinin-based combination therapy (ACTs), intermittent preventive treatment (IPT) of malaria in pregnancy, and long-lasting insecticide treated nets (LLINs). It is anticipated that by the end of 2010, PMI will have assisted Uganda in achieving the following targets among the at-risk populations for malaria:

- 85% of households targeted for IRS will have been sprayed;
- 85% of pregnant women and children under five will have slept under an Insecticide-Treated Net (ITN)¹ the previous night or in a house that has been sprayed with IRS in the last six months;
- More than 90% of households with a pregnant woman and/or children under five will own at least one ITN;
- 85% of pregnant women will have slept under an ITN the previous night;
- 85% of children under five will have slept under an ITN the previous night;
- 85% of children under five with suspected malaria have received treatment with an antimalarial drug in accordance with national malaria treatment policies within 24 hours of the onset of their symptoms; and
- 85% of pregnant women will have received two or more doses of IPT during their pregnancies.

In implementing PMI, the USG is committed to working closely with host governments and within existing national malaria control strategies and plans. Efforts are coordinated with other national and international partners, including the Global Fund to Fight AIDS, Tuberculosis, and Malaria (GFATM), United Nations Children's Fund (UNICEF), Roll Back Malaria (RBM), and non-governmental and private sector organizations to ensure that investments are complementary and Roll Back Malaria (RBM) and Millennium Development Goals (MDGs) can be achieved.

PMI/Uganda developed a five-year strategic plan in cooperation with the Ministry of Health's National Malaria Control Program (NMCP) and other donors, and the annual malaria operational plan (MOP), guides the implementation and scale-up of the program. The activities specifically funded by PMI/Uganda complement existing malaria activities and directly support the NMCP's strategic plan.

C.1.5. Overview of the Ugandan Health System

According to the National Health Sector Strategic Plan (HSSP II), within the formal government health sector, preventive and curative malaria interventions have been incorporated as part of the Minimum Health Care Package delivered at the primary health care level. Primary health care centers are responsible for the delivery of malaria prevention and treatment services through the Integrated Management of Childhood Illnesses (IMCI) strategy and mobilization of communities and other partners to address malaria at the household level. At the district level, primary duties include planning, resource allocation and management, as well as oversight of all facilities in the district including those operated by non-governmental organizations (NGOs), faith-based organizations (FBOs), and the private sector. Districts are decentralized to a large degree and are responsible for their respective health plans and budgets. The MOH and RBM partners strengthen the existing referral structure to improve access to treatment for severe malaria at higher level facilities. At the central level, the NMCP supports implementation through policy formulation, standards setting and quality assurance, resource mobilization, capacity development and technical support, malaria epidemic control and monitoring and evaluation. Health allocations comprise 9.7% of the GOU's national budget²

¹ PMI/Uganda currently only supports LLINs. ITNs is a broader category that includes nets that do not have a long-lasting insecticide and need to be periodically re-treated. The PMI indicators are for this broader category, so the term "ITN" is used only in these indicators and not elsewhere in the description of the activity.

² Annual Health Sector Performance report, Fiscal Year 2004/2005, October 2005

C.1.6. Government of Uganda Malaria Control Policies

Uganda has several policy and strategy documents that support treatment and prevention of malaria including: the Policy and Strategy for Indoor Residual Spraying (2006); Malaria in Pregnancy Control (2000); Home Based Management of Fever (2005); Policy and Strategy for Insecticide Treated Nets (2006); The Use of ACTs at the Community Level (Implementation Guidelines for the HBMF Strategy second edition: 2006); and Management of Uncomplicated Malaria, a Practical Guide for Health Workers, 3rd Edition, (2005).

PMI fully supports the MOH / NMCP guidance on implementation of malaria control activities through a broad RBM partnership which includes all sectors of society and which is based on the three ones: one strategic plan under which all partners work and contribute, one coordination mechanism to ensure maximum synergy and avoidance of duplications, and one M&E plan to measure progress and assess the impact. The MOH through the NMCP has the leading role in the coordination of efforts with an improved Interagency Coordination Committee and its Technical Working Groups as the major tool.

C.1.7. National Malaria Control Strategic Plan

According to the National Malaria Control Strategic Plan 2005/06-2009/10, the vision of the NMCP is that by 2010, malaria will no longer be the major cause of illness and death in Uganda and families will have universal access to malaria prevention and treatment. The NMCP's goal is to control and prevent malaria morbidity and mortality so as to minimize the social ill effects and economic losses attributable to malaria in the country. PMI Uganda supports and works within the NMCP Strategic Plan.

The objectives for the National Malaria Control Strategy 2005/06-2009/10 are:

- (1) To go to scale nationally with a package of effective and appropriate core interventions that promote positive behavior change and prevent and treat malaria; and
- (2) To achieve rapid and sustainable high coverage levels for this intervention package.

The core interventions include:

- Indoor residual spraying with a focus both on low and epidemic prone areas (to prevent malaria epidemics) and high transmission endemic areas, accompanied by environmental management where feasible and effective;
- Malaria prevention through ITNs with special emphasis on distributing LLINs in highly endemic areas;
- Universal access to ACTs, improved diagnosis and severe malaria management;
- Emphasis on treatment and prevention of malaria in pregnancy, particularly IPTp;
- Intensive information, education and communication (IEC) efforts and social mobilization at all levels;
- Integration of malaria control into a balanced health system development with emphasis on human resource development; and
- Strong monitoring, evaluation, and operational research to monitor progress, evaluate impact, and continuously improve interventions.

The following table shows the status of the major malaria indicators, as estimated by the 2006 Uganda Demographic and Health Survey (DHS):

Recent Estimates of Malaria Indicators: 2006 Uganda DHS	
Indicator	Estimate
Proportion of children under five years old with fever in the last two weeks who received treatment with an antimalarial according to national policy within 24 hours of onset of fever	29%
Proportion of children under five years old with fever in the last two weeks who received treatment with ACTs within 24 hours of onset fever.	1.1%
Proportion of households with at least one ITN	15.9%
Proportion of children under five years old who slept under an ITN the previous night.	21.6 %
Proportion of pregnant women who slept under an ITN the previous night.	10.1%
Proportion of women who received two or more doses of IPTp during their last pregnancy in the last two years	NA
Proportion of targeted households sprayed with a residual insecticide in the last 12 months (source: Activity Reports- RTI International)	98.7%

C.1.8. IRS in Uganda

USAID/Uganda under PMI is committed to implementation of activities related to IRS, as part of our support to the NMCP’s malaria control strategy. IRS is the largest component of FY08 malaria operational plan and is the cornerstone of the PMI/Uganda program. Since the launch of PMI in Uganda in 2006, PMI/Uganda supported the implementation of spraying in eight districts in both epidemic-prone and endemic regions.

The PMI strategy in Uganda supports IRS in the highest transmission areas, particularly endemic areas, where it is expected to have the greatest impact on malaria transmission. The major focus for IRS in Uganda is to build implementation capacity of the public sector in regions selected for IRS intervention, establishing a robust system to plan, implement, manage, monitor and evaluate the interventions. PMI will also build private sector capacity for delivering a quality IRS program to the communities and private companies.

In FY06, PMI/Uganda supported Uganda’s first IRS program in decades with a large-scale IRS campaign in the epidemic-prone highland district of Kabale. In its first year, the highly successful program sprayed 103,000 households in the district with lambda-cyhalothrin 10 % wettable powder (ICON 10% WP®), with 98% coverage of households and total a population of 480,000 protected.

Because of high coverage, remarkable public acceptance, and lessons learned, the NMCP was keen on expansion and conducting large-scale, well-targeted, evidence-based, timely IRS campaigns in both unstable and stable transmission areas, including internally displaced persons (IDP) settings. Therefore, in its second year, PMI supported selective spraying of 76,000 households in Kabale (second round) and 45,000 households in Kanungu (first round) targeting only high risk sub-counties. Case data was used to determine high transmission areas since only part of the district has malaria transmission. From January-March 2007, households in these high transmission areas and in areas below an altitude of 1,200 meters were sprayed, resulting in approximately 70% coverage of all households in each of these two districts. Above 1,200m there is an absence of breeding sites (and vectors) and spraying was not appropriate. During the 2007 IRS campaign, 466 spray operators and supervisors in Kabale were retrained and 460 and 1,118 were newly trained in Kanungu and Kitgum districts respectively. These individuals now have the capacity to implement future rounds of spraying in this part of the country, further reducing the donor cost.

As part of the IRS expansion, 230,000 households in the IDP camps in the Northern Uganda districts of Kitgum and Pader were sprayed in May-July 2007 and 102,247 households in the adjoining district of Amuru were sprayed in November 2007. These spray rounds were partly funded by the UK Department for International Development (DFID) and the

World Health Organization (WHO), which provided the necessary insecticide for Kitgum district. In February 2008, 160,000 households were sprayed in Gulu. Finally, with FY07 funds, IRS with DDT was supported in the highly endemic districts of Apac and Oyam and protected a total of 198,523 households. The second round of spraying in Kitgum district was done in June/July 2008 and Pader spraying completed in August 2008 with lambda-cyhalothrin 10 % capsule suspension (ICON 10% CS®).

In December 2006, the Uganda MOH received approval from the National Environment Management Authority (NEMA) to use DDT for IRS pending the implementation of various conditions to mitigate its potential negative impact on the environment. Currently the NMCP is working on fulfilling those requirements. An IRS Supplemental Environmental Assessment (SEA) for DDT use in IRS in Uganda was completed by PMI/Uganda, and approved by the USAID Mission Director as required by US law, allowing DDT to be used in Apac and Oyam in 2008 under strict conditions. An updated SEA will be needed for any future rounds of spraying with DDT. Future spray rounds will use long-acting insecticides – either lambda-cyhalothrin CS or DDT, which have a residual activity of at least 6 months on the sprayed surfaces. If any other WHO recommended insecticide for IRS is registered in Uganda and the MOH/NMCP considers using it, another supplementary environmental assessment needs to be conducted.

In 2006, PMI/Uganda established insecticide resistance monitoring for IRS in Kabale with a training course on the use of the bottle bioassay for mosquito insecticide resistance testing. The planned entomological activities for 2007 include a training course and meeting between CDC, the Uganda Virus Research Institute (UVRI) and the NMCP Vector Control Unit to coordinate, discuss, and review technology for monitoring transmission rates in Apac and Oyam. This is intended to enhance Uganda's capacity in entomology to conduct IRS-related monitoring and evaluation (M&E) including the estimation of vector density, infectivity, entomological inoculation rates, vector susceptibility, vector behavior change and quality assurance of IRS treatment.

The NMCP recognizes that information communication and education (IEC) and social mobilization for IRS play a significant role in the success of its IRS programs and such activities have been conducted prior to all spray programs, during and after. Based on experience, the NMCP believes that IEC through radio and community meetings is critical for the success of IRS and that involvement of local leaders (formal and informal) is important.

Both the public and private sector including NGO/ Civil Society Organizations (CSO) capacity to conduct IRS activities in Uganda is still limited. There are some vector control companies operating in Kampala that deliver private IRS services to residents and companies. Some NGOs have also provided targeted IRS services in highly endemic areas in the Teso sub-region, Luwero district and at the staff residences of a cement manufacturing plant and the surrounding community in western Uganda. These companies and NGOs have limited technical capacity to conduct a technically sound and effective IRS program or to go to national scale. It is not clear whether these companies have technical capabilities and followed the necessary environmental regulations and precautions to mitigate any environmental concerns that might arise in the process of implementing IRS. Though PMI supported the Uganda Ministry of Health (NMCP/VCD) to scale up significantly its indoor residual spraying program, still the capacity for planning, implementing, monitoring and evaluation is limited. This support is essential to develop a qualified national cadre of people and organizations to carry out cost effective IRS according to national and international standards, particularly on technical aspects and environmental compliances and safe use of insecticides.

The MOH/NMCP intends to submit an IRS proposal against the Global Fund Round 9 call for applications. In principle, Global Fund encourages involvement of sufficient NGO/civil society organization and private sector involvement in implementation of its program. In order for the NMCP IRS policy to achieve national coverage, therefore, the private/non-governmental sector needs to be developed to plan, manage and implement quality IRS. Specific assistance will be needed to ensure quality assurance and monitoring and evaluation capacity in the areas of program implementation and environmental monitoring. The MOH/NMCP capacity needs to be built in the areas of IRS planning, personnel management, environmental and human health safety and logistics management, including forecasting and procurement of insecticide, and mapping and stratification of areas for spraying.

PMI intends to develop Uganda's capacity to expand and sustain IRS operations in both the public and private sector. This will be done in phases, and will include both development of the public sector and the private sector. The first phase will be to develop the public sector capacity to give technical, logistical and management oversight to all aspects of IRS activities. The second phase will be to help develop the capacity of the public and private sectors to procure and manage

services of organizations implementing IRS, and to build the capacity of these organizations, be they NGOs/CSOs or private sector companies.

Phase one (contract years 1-3): PMI will invest in capacity development of the public sector to provide appropriate supervision and oversight of IRS activities, including technical quality, environmental monitoring, and accountability. The current IRS operation is run with technical support from the NMCP, NEMA and local district governments. It is high cost and unlikely to scale sufficiently to cover the total national requirement. Before other donors' funds can be effectively utilized to expand IRS (such as Global Fund money), the government (NMCP, NEMA and district local governments) must have the capacity to oversee these operations. In phase one the contractor will target the School of Entomology and Parasitology (SOEP) to develop and conduct basic IRS courses appropriate for pre-service as well as in-service training for vector control and public health students and government officials such as vector control officers, public health assistants, district health team members, district environmental officers, National Environment Management Authority (NEMA) officials, and National Malaria Control Program (NMCP) staff. The training will integrate technical, environmental, accountability and oversight issues related to IRS. This course will ensure that current government officials have the capacity to adequately oversee IRS activities in Uganda, and that students graduating from the entomological schools will also be a trained work force for IRS implementation and oversight.

The SOEP is currently funded under the Ministry of Education and Sports (MOES), but was previously under the Ministry of Health and like all the training schools including the paramedical schools in the country, was its funding was moved to MOES. The entomology school is located in the vector control division (which is part of MOH) and the training staff for this school is funded under the MOH. Every year the school enrolls a minimum of 25 students for the entomology course and has the capacity to have an intake of 50 students. The school has been contacted and has expressed the interest in hosting any related training courses together with MOH/VCD. The SOEP provides training for assistant entomologists, commonly known as Vector Control Officers (VCOs) in Uganda. The VCOs are responsible for technical support to medical entomologists and also coordinate the control of vector borne diseases at the district and sub-district levels. The School awards diploma certificates in medical entomology and parasitology after successfully passing examinations at the end of a 3 year course. The School is headed by a graduate professional trained tutor in community education, medical entomology and parasitology. Since the school is based at VCD, highly resourceful staff of the division participates in part-time teaching. Some of them are members of the school's examination board. Most of the trained VCO's are Ugandans but in the recent years, the school also admits students from neighbouring states notably Rwanda, Sudan and Ethiopia.

Phase two (contract years 2-3): Part 1 - The SOEP will expand and adapt the IRS curriculum to include the participation of profit and not-for-profit private organizations. Fees paid by these organizations will help ensure sustainability of this course and the entomology program, and will help ensure a private sector that is compliant with government policy and guidelines related to IRS. Part 2 - The contractor will develop the capacity of the public sector to procure and manage services of organizations implementing IRS, including determining criteria for eligibility to bid on GOU tenders for IRS.

It was initially planned that the contractor would have two (2) main spraying cycles of the 8 districts with long-acting (6+ months) insecticide in 2009. The first cycle was planned for April - July 2009 to cover the following districts:

- Kabale and Kanungu, third round of spraying
- Apac and Oyam, second round of spraying
- Amuru and Gulu, second round of spraying
- Kitgum and Pader, fourth round of spraying

The second cycle of spraying was planned for November 2009 - February 2010 and was to cover the following districts:

- Kitgum and Pader, fifth round of spraying
- Gulu and Amuru, third round of spraying

- Apac and Oyam, third round of spraying

However, given the unexpected delays in the award of the contract, the PMI team will review the overall spraying schedule with the contractor. However, at the minimum, the contractor will be required to conduct the fourth round of spraying in Kitgum and Pader districts between September and November 2009. During the first quarter of Fiscal year 2010 (October - December 2009), the PMI team will review and determine a revised schedule for spraying of the 8 districts.

In future years, all the above districts will be sprayed annually for subsequent rounds of spraying. Further districts may be added as determined by NMCP and PMI/Uganda, pending availability of additional funds.

C.2 STATEMENT OF WORK

The following are the results, performance requirements, and standards for this contract.

Result 1: High quality IRS program implemented

Summary of requirement:

The focus of this result is the planning, management and implementation of indoor residual spraying in collaboration with USAID and key Uganda Government ministries and departments like the MOH/NMCP, Ministry of Agriculture, Animal Industry and Fisheries (MAAIF), Ministry of Water, Lands and Environment (MWLE), National Environment Management Authority (NEMA), National Bureau of Standards (NBS), National Drug Authority (NDA) and other relevant authorities in designated Uganda districts according to international standards.

Contractor achievement shall be measured by the following indicators and targets;

Indicators	Targets
1 Proportion of households targeted for IRS fully sprayed	85%
2 Proportion of population protected through IRS	85%
3 Number of districts sprayed in each spray round	6 - 8
4 Number of occupied households in the IRS program target area fully Sprayed with residual insecticide in the most recent round with USG funds	665,000*
5 Number of spray personnel trained to deliver IRS in the eight district (suggested)	3,500 – 4,000
6 Number of IRS print materials printed and disseminated in the target Communities (suggested)	40,000

* Only the first round target

Requirement 1.1: IRS programs planned in collaboration with the NMCP/MOH and other stakeholders.

Standards: At a minimum, the Contractor shall:

1.1.1: Conduct appropriate planning prior to commencement of spraying in collaboration with the NMCP and other relevant authorities to spray at least 6 districts per year (as they are currently defined) during the appropriate timeframes as directed by USAID, the NMCP, and the district to ensure cost effective program implementation.

1.1.2: Use modern technologies and tools for geographical reconnaissance, tracking and data management in respect to evidence-based cost effective IRS program.

1.1.3: Work with the NMCP, USAID, and other relevant authorities to select the appropriate insecticide, equipment and accessories to be used in the various geographic areas targeted for spraying. Selection shall be done in accordance with World Health Organization (WHO) and Government of Uganda guidelines, namely: insecticide susceptibility and vector behavior; safety for humans and the environment; and efficacy and cost effectiveness.

Requirement 1.2: Sufficient program infrastructure, skills and information developed to manage IRS program

effectively.

For this activity, the Contractor shall have programmatic infrastructure, human resources, logistics arrangements and other adequate preparations such as training, Information, Education and Communication (IEC) and Behavior Change Communication (BCC) to properly implement the program.

Standards: At a minimum the Contractor shall:

1.2.1: Provide adequate human resources, office spaces, transport, storage facilities, and other program infrastructure for conducting the IRS program and related environmental and entomological activities.

1.2.2: Prepare and execute logistical plans for IRS-related commodity and timely procurement and distribution of all logistics, including the storage and handling of spray pumps, protective clothing and any other supplies and equipment required to carry out the IRS operations in Uganda in compliance with Uganda national policies on IRS and WHO IRS guidelines.

1.2.3: Plan and implement appropriate and necessary training activities for the range of skills needed to safely and effectively implement IRS including, but not limited to, refresher trainers for experience spray operators, supervisors, clinicians, environment officers and other support staff as well as training for new staff.

1.2.4: Provide appropriate IRS-specific IEC/BCC prior to, during and after any campaign. The population to receive IRS shall be thoroughly informed of all aspects of the IRS program through radio spots, leaflets, community meetings, involvement of local leaders, and other appropriate methods of communication.

Requirement 1.3: Quality operational, technical and financial program elements managed

Standards: At a minimum the Contractor shall:

1.3.1: Ensure that the spraying exercise is conducted to meet WHO technical standards; it is evidence-based and cost effective in achieving the required targets and goals.

1.3.2: Initiate implementation of indoor residual spraying, including operational management and all other services needed to ensure a successful IRS program, including allowances, subsistence, transport, logistics, field supervision, etc.

Result 2: Comprehensive monitoring and evaluation of the IRS program performed

Summary of requirement:

The Contractor shall ensure appropriate program activity monitoring environmental compliance and monitoring; and vector surveillance.

Contractor achievement shall be measured by the following indicators and targets;

Indicators	Targets
1 Vector susceptibility tests conducted 1, 3 and 6 months of post spraying in all districts according to WHO standard	y/n
2 Number of vector susceptibility tests conducted in 8 districts	210
3 Number of wall bioassay tests conducted according to WHO standards	840
4 IEEs and/or SEAs, including amendment, completed as required.	y/n
5 Number of entomological surveys conducted	48

Requirement 2.1: Program activity management and performance monitoring plans developed and implemented.

Standards: At a minimum the Contractor shall:

Develop and implement a system to monitor households sprayed/not sprayed and produce regular IRS status reports that shall be submitted to NMCP and USAID/Uganda.

Requirement 2.2: IRS is being conducted in compliance with all USG and Ugandan environmental regulations and guidance.

Standards: At a minimum the Contractor shall:

2.2.1: Conduct initial environmental examinations (IEE), supplemental environmental assessments (SEA) and amendments to existing documents as needed, in compliance with United States Government (USG) environmental regulations, 22 CFR 216, including selection of pesticides, plan for safe use of the pesticides, and ongoing monitoring and compliance. Details on USAID environmental review procedures and the Programmatic Environmental Assessment for Integrated Vector Management (PEA for IVM) as well as other related guidance documents) can be found at http://www.usaid.gov/our_work/environment/compliance/index.html.

2.2.2: Adhere to and ensure compliance with all requirements documented in USAID’s Supplemental Environmental Assessment and Pesticide Evaluation Report and Safer Use Plan (PERSUAP) and its amendments. The contractor shall meet host government officials, local officials, other stakeholders, and USAID officials to provide operational and policy recommendations to fulfill the requirements of 22 CFR 216. The contractor shall be responsible for ensuring that all requirements are met and may be requested to conduct environmental compliance audits, baseline samplings and monitoring surveys.

2.2.3: Ensure the quality and safety of the insecticide purchased; including clearance from port and logistics for the safe distribution of the insecticide and other logistics to intended districts.

2.2.4: Implement procedures for disposal of insecticide, waste products and package material according to national and international standards.

2.2.5: Ensure that procurement and logistics systems include adequate safeguards to prevent pilferage (“leakage”)/misuse of insecticides to non-vector control uses, that warehouses used for storing IRS materials are well maintained and secured.

Requirement 2.3: Entomological monitoring and studies conducted.

Standards: At a minimum the Contractor shall:

2.3.1: Provide entomological monitoring and support to measure the impact of IRS including: collecting information on vector identity, population dynamics, and the frequency of infective bites (i.e. entomological inoculation rate), to establish baseline for monitoring of the IRS program.

2.3.2: Conduct IRS quality control, in collaboration with the NMCP and the Vector Control Division of the Ministry of Health, through wall bioassay tests according to WHO criteria, vector susceptibility to insecticides and changes in vector behavior. The Contractor shall also be expected to have a mechanism of monitoring the quality of the spraying exercise.

Result 3: National capacity for conducting IRS developed.

Summary of requirement:

The Contractor shall improve the technical skills and capability of the NMCP/MOH (national and district level) and other relevant government bodies including NEMA. This may be through short and long-term technical assistance, basic

and on the job field training and involvement in any or all aspects of the IRS campaigns in such a way as to build local capacity in the government to manage and conduct future IRS operations. The contractor shall also improve the technical capacity of private sector and NGOs/CSOs to conduct IRS. This includes appropriate IEC/BCC, IRS implementation, and environmental and vector monitoring, and development of a quality control and quality assurance (QC/QA) system for IRS in collaboration with the National Malaria Control program and Vector Control Division of the Ministry of Health. The Contractor shall partner with the SOEP in Kampala to develop appropriate IRS training courses for pre- and in-service training. These shall be incorporated into the pre-service curriculum so that the graduates from this school will provide the workforce required to conduct IRS in the future, and shall be offered separately for current government (central and district) staff as in-service training. In subsequent years, the same or an adapted version of the course shall be offered to the private sector and NGOs on a fee basis to develop their capacity to implement IRS services.

Contractor achievement will be measured by the following indicators and targets;

Indicators	Targets
1 Development of IRS training module for the entomological training school	y/n
2 IRS policy, guidelines and procedures reviewed and updated	y/n
3 IRS quality control and quality assurance system developed	1
4 Number of NMCP/MOH staff, environment officers and vector control officers involved in the in-service training	200
5 Number of NMCP/MOH staff, environment officers and vector control officers involved in the implementation of IRS at district levels	200
6 Number of private/NGO/CSO receiving training in the IRS implementation and environmental monitoring for IRS	6
7 Number of students receiving basic (pre-service) IRS training at the entomology school per year	25
8 Number of district-based IRS and entomological monitoring plans developed and implemented as scheduled	8
9 National insectory developed and maintained by MOH	y/n

Requirement 3.1: National and district level training and technical assistance on IRS related activities provided.

Standards: At a minimum the Contractor shall:

3.1.1: Provide state-of-the-art short- and long-term technical assistance through expert consultancies and on the job training on IRS programs in Uganda, applying best practices as defined by WHO guidelines and the USAID Supplemental Environmental Assessment and lessons learned from other settings/countries.

3.1.2: Develop the policy, guidelines and procedures including training curricula, materials as well as quality control and quality assurance for IRS, and periodically update to ensure a technically sound IRS program.

3.1.3: Increase technical skills and capability among NMCP/MOH staff and other relevant stakeholders including NEMA and district environment officers through active involvement of them in all aspects of the IRS campaigns.

3.1.4 Partner with the SOEP to include IRS training in its curriculum.

Requirement 3.2: Development of insectory and entomological capacity

Standards: At a minimum the Contractor shall:

3.2.1: Establish capacity at the district and central levels for conducting basic field based entomological surveillance.

3.2.2: In collaboration with the Centers for Disease Control and Prevention, support the NMCP and the MOH to establish effective systems to monitor resistance and changes in behavior of vectors, monitor IRS quality by providing technical assistance, purchasing equipment, developing insectory capacity and training staff including the Vector Control

Division of the Ministry of Health.

3.2.3: In collaboration with the NMCP and the VCD, and other relevant ministries, ensure a budget line item for maintenance of the insectory as part of VCD normal operations.

In pursuit of these results, the Contractor shall:

- (1) Provide USAID/Uganda with technical expertise and implementation support in IRS to support the Uganda PMI IRS program;
- (2) Customize technical consultations and program support to meet evolving USAID needs (e.g. expanded scope of vector control activities, use of alternative insecticides. etc).

C.3 STRATEGIC PROGRAM PRINCIPLES

The Contractor shall develop a project that is in accordance with the following principles:

1. Involvement of the MOH/NMCP

The Uganda NMCP has a clear strategy for IRS for malaria control. All activities implemented under this contract shall be consistent with NMCP priorities and MOH policies. As policies are updated, the Contractor shall adjust to comply with these changes. The NMCP and district health programs shall be involved with the development of annual work plans of the Contractor. Appropriate MOH and local government staff shall be involved or consulted as appropriate in the implementation of the work plan.

2. Linkages with other implementing partners and donors

A defining principle of the PMI is its commitment to working with other donors and partners in malaria control such as the Roll Back Malaria Partnership, and the Global Fund. The Contractor shall ensure that all activities are clearly linked or complementary with other activities and fall under the NMCP strategy. This can be done through active participation in the Malaria Working Group under the Basic Care Package working group. Within PMI, it is expected that this project will work closely with other USAID-funded PMI partners in Uganda, to ensure there is unified, consistent and technically sound approach to malaria control.

3. Contribution to scale-up

The PMI mandate is to scale-up proven interventions and approaches to malaria control. While innovation and adaptation of these approaches is encouraged, this project shall not include operations research or pilot testing new approaches. Its primary function is to reach high coverage of the already proven interventions.

4. Building Capacity

To ensure that the activities undertaken in this project can continue following its completion, the transfer of knowledge to the NMCP and other government staff is vital. The government staff shall always be involved so that they have the capacity to implement these activities directly following the completion of the project. While some training may be involved in implementation of objectives, capacity building shall also be developed through supportive participation of NMCP staff in all aspects of the program.

5. Epidemiologically- focused to achieve PMI targets

As these activities scale-up, it is important to target project resources to areas and populations that are the most vulnerable to malaria with the goal of halving malaria-related mortality. The Contractor shall consider issues such urban and rural variation in malaria endemicity, seasonal variation, weather conditions, implementation of other vector control programs, geography, and malaria's impact on vulnerable populations such as pregnant women and children under five, people living with HIV/AIDS and the poorest of the poor when implementing the interventions. Given funding and other technical reasons, it will be necessary to implement cost effective programs in different regions based on these issues. The contractor shall have the epidemiological expertise to influence decision-making in these areas.

6: Anti-corruption procedures

The Contractor shall develop a plan to mitigate opportunities for corruption and put into practice at each level of the implementation of these activities starting with the implementing partner's staff and operations, to sub-contractors, grantees, government partners and vendors in procurement, supply chain, during spraying, at disposal, and with accounting. Internationally agreed best practices exist to guide the Contractor in these activities, and include greater transparency about the activity to the public, such as publishing the roles of individuals, and the prices of services, triangulation of accounting practices, education of local partners on best practices, and ensuring physical security of project inputs.

C.4 MANAGEMENT PLAN

1. Management Structure and staffing plan

The Contractor shall have or establish an office in Kampala and any regional offices as deemed necessary by the Contractor and USAID. The management and office structure is expected to be cost effective and provide the necessary combination of permanent staff and experienced consultants (limited short-term) in areas where there is limited in-country capacity, office space and equipment to carry out this project. Cost effective approaches such as regional spray program/teams shall be used. The Contractor shall develop an organogram that clearly shows a streamlined and effective management structure of the project across regions and technical areas.

2. Key Personnel

Chief of Party (COP): This individual (100% time basis) shall manage and monitor the project. The COP shall have had extensive experience in vector control and public health program management in developing countries for more than 10 years, including some planning, implementing and managing larger IRS programs. The proposed candidate shall be familiar with USG environmental regulations and the appropriate use of restricted insecticides such as DDT, IEC/BCC related to IRS and entomological monitoring. S/he shall have at least a Masters Level Degree in public health, or another related field, or equivalent experience. S/he shall have a proven history of managing public health projects and strong written and oral communication skills and experience working with African Ministries of Health. S/he shall possess excellent organizational, analytical, supervisory, and team-building skills. The candidate must sign a two-year letter of commitment to the project if awarded.

Finance Manager: This individual (100% time basis) shall have extensive experience in finance management and shall manage all of the finances related to implementation of activities under this project. The Finance Manager shall have at least a Masters Level Degree in Business Administration, Finance or other relevant field and experience in logistics, procurement or supply management is highly preferred. S/he shall have at least eight years experience in financial management of large international projects. S/he shall have familiarity with compliance to USG Cost Accounting Standards as well as experience and skills in developing and managing large budgets, experience with managing logistics and/or supply chain management for the implementation of public health programs in Africa. S/he shall be proficient in relevant computer applications and databases. S/he shall possess excellent organizational, analytical, oral and written communications skills; demonstrated supervisory skills; and ability to work well on teams. The candidate must sign a two-year letter of commitment to the project if awarded.

Other Personnel: The staffing plan for a Uganda-based team shall be provided. The team shall be recruited locally to the extent possible to optimize use of Ugandan resources. A proposed staffing plan shall take into consideration the purpose and scope of the project, the roles and skills of named key staff and the complementary array of local and short-term assistance. The Contractor shall take appropriate measures to ensure that project staff turnover is limited.

The team shall have the necessary managerial and technical skills required in-country. The draft staffing plan shall include a description of the key roles and responsibilities, minimum qualifications and experience required for each proposed position and the proposed compensation of the different positions.

Short-term technical assistance: USAID/Uganda recognizes the need for short-term technical assistance to complement the skills and enhance the work of local staff. It is the preference of USAID/Uganda that, to the extent possible, the

Contractor engages short-term technical assistance resources available locally (in Uganda and the Africa Region) and actively promotes South-South technical assistance to foster South-South exchange and minimize travel costs. (South-South is the concept that recognizes the capabilities and contributions as well as the needs of the Southern Hemisphere.)

C.5 MID-TERM EVALUATION

At the mid-point mark of the life of the project (base years), USAID/Uganda will conduct an external mid-term evaluation to assess progress toward the objectives and expected results. This mid-term evaluation will guide implementation in the remaining life of the project.

SECTION D - PACKAGING AND MARKING

D.1 752.7009 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.

D.2 BRANDING STRATEGY FOR IRS ACTIVITY

The branding strategy for this contract as specified in USAID ADS **320.3.2.1** is as follows:

- Program Name : Uganda Indoor Residual Spraying project
- Positioning : The branding shall incorporate the message: The assistance is “from the American People jointly sponsored by USAID and the Government of Uganda”.
- Level of Visibility : USAID identity shall be prominently displayed in: commodities or equipment; audio, visual or electronic public communications; studies, reports, publications, web sites, and all promotional and informational products; and events.
- Other Organizations : The branding may acknowledge other organizations deemed as partners of an event or deliverable.

D.3 BRANDING IMPLEMENTATION PLAN AND MARKING PLAN

The contractor’s below proposed Branding and Implementation Plan and Marking Plan as submitted on December 31, 2008 under Part 12 of the Cost Proposal is hereby incorporated into this contract.

[“Our proposed branding strategy for the Uganda Indoor Residual Spraying Project is as follows:



Abt Associates, Inc.
Branding, Implementation and Marking Plan
Uganda Indoor Residual Spraying (IRS) Project
Request for Proposal (RFP) No. 617-09-003

Naming and Positioning

We recognize USAID's preference that new projects such as the Uganda Indoor Residual Spraying Project not assume a public identity independent of that of USAID, so that intended beneficiaries of the related activities, and the general public in Uganda, recognize the work as coming from the American People jointly sponsored by USAID and the Government of Uganda. Consequently, if Abt Associates, Inc. is the successful bidder for the Uganda Indoor Residual Spraying Project, we do not propose to develop a project name or program logo for related activities. Rather, all events (e.g., community meetings, training workshops, technical meetings, leaflets etc.) will be branded as USAID-supported activities, with no separate Uganda Indoor Residual Spraying Project identity. We will work closely with the USAID/Uganda Indoor Residual Spraying Project CTO and USAID/Uganda's communication specialist to ensure that a consistent message is projected that all technical assistance and support activities carried out by Abt Associates, Inc. under the project contract constitute assistance from the American People jointly sponsored by USAID and the Government of Uganda.

Communications and Publicity

If Abt Associates, Inc. is the successful bidder for the Uganda Indoor Residual Spraying Project, it is anticipated that that three offices will be developed: A project head-office in Kampala, a permanent satellite office in Gulu, and a temporary office in Kabale. Shortly after start-up, we would produce a short leaflet that outlines the main areas of assistance that will be provided by Abt Associates, Inc.'s technical team in Uganda through the Uganda Indoor Residual Spraying Project mechanism. The leaflet would adhere to all guidelines contained in the Graphic Standards Manual. To further publicize project activities related to indoor residual spraying, we expect to produce radio shows and public service announcements and to hold multiple community-based awareness-raising meetings. All text and/or dialogue would clearly communicate that the assistance of Abt Associates, Inc.'s technical team is provided by the American People jointly sponsored by USAID and the Government of Uganda. Moreover, all elements for public communication in Uganda will be submitted to USAID for review prior to production.

Marking

We will use stickers with the USAID identity. The cost of this marking is already included in our budget as part of the line item for office supplies. On other items, such as products manufactured specifically for activities under the Indoor Residual Spraying Project, marking that complies with the Graphic Standards Manual and/or specific guidance from USAID/Uganda will be included in the specifications and will not represent a significant additional cost.

The covers of all reports will follow the guidance of the Graphic Standards Manual and will include the USAID identity and Uganda as the sub-brand. The text on the cover will read: "This report was produced for review by the United States Agency for International Development. It was prepared by Abt Associates, Inc. and was authored by (*names of the authors*)." Abt Associates, Inc.'s local address in Uganda will be placed on the back cover of any report produced. The title page of each report will include the following text:

DISCLAIMER

The views expressed in this publication do not necessarily reflect the views of the United States Agency for International Development or the United States Government.

Reports produced by Abt Associates, Inc. under the Indoor Residual Spraying Project would generally be word-processed. In the event that professionally designed publications or materials are required, these will be produced by Abt Associates, Inc.'s home office, which is highly experienced in applying the guidance contained in the USAID Graphic Standards Manual.

Communications, Commodities and Program Materials to Be Marked

While all of the specific commodities and program materials to be funded through the Uganda Indoor Residual Spraying Project have yet to be defined and are subject to negotiation with USAID, the examples in the table below are likely to be included and serve to illustrate the marking strategy of Abt Associates, Inc.

Indoor Residual Spraying Project Deliverables that Abt Associates, Inc. Will Mark	Type of Marking
Office furniture and equipment	Sticker with USAID Identity
Vehicles	Removable magnetic USAID Identity affixed to vehicle door.
Personal protective and spraying equipment	Sticker with USAID identity or marking with USAID identity by the manufacturer, whichever is more cost-effective
Guidelines and training materials	Abt Associates, Inc. logo with language in the documents acknowledging development was made possible by USAID through the support of the American People; some training materials will be co-branded with the World Health Organization logo
Training events	Incorporation of USAID Identity in all signage and participant materials
BCC materials	All materials will be branded with the USAID identity and possibly co-branded with the NMCP or MoH logos.

Exceptions

All of the necessary procurements have yet to be determined. However, we seek approval for exceptions to the marking requirements for:

- Public service announcements prepared based on Presumptive Exemptive (iii), where professional and public acceptance could be compromised by overt marking
- Certain types of medical equipment and supplies that would be impractical to mark, as contemplated under Presumptive Exception (v)"]

D.4 BRANDING AND MARKING POLICY

In accordance with provision D.2 above, and where applicable, the Contractor shall comply with the requirements of the policy directives and required procedures outlined in USAID Automated Directive System (ADS) 320.3.2 “Branding and Marking in USAID Direct Contracts” (effective date:01/08/2007) at <http://www.usaid.gov/policy/ads/300/320.pdf>; and USAID “Graphic Standards Manual” available at www.usaid.gov/branding, or any successor branding policy.

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	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
52.246-3	INSPECTION OF SUPPLIES--COST-REIMBURSEMENT	MAY 2001
52.246-5	INSPECTION OF SERVICES--COST-REIMBURSEMENT	APR 1984

E.2 INSPECTION AND ACCEPTANCE

USAID inspection and acceptance of services, reports and other required deliverables or outputs shall take place at the principal place of performance or at any other location where the services are performed and reports and deliverables or outputs are produced or submitted. The COTR listed in Section G has been delegated authority to inspect and accept all services, reports and required deliverables or outputs.

E.3 QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)

The progress, success and impact of the contractor’s performance under this contract will be monitored and evaluated as a part of the overall activity results. The QASP is a management tool with the intent of encouraging maximum performance, efficiencies, and cost effectiveness by the contractor and can be modified at any time by the Government. The QASP will be used as a Government document to enforce the inspection and acceptance clauses of the contract. The QASP may require revision after selection for award to reflect the contractor’s known strengths and weaknesses. This is intended to be a “living” document that should be reviewed and updated on an annual basis. It is based on the premise that the contractor, not the Government, is responsible for managing and ensuring that quality controls meet the terms of the contract.

The Government reserves the right to modify performance standards and/or metrics during the life of this contract, in order to ensure that the right outcomes are being assessed and that the performance standards are appropriate. The COTR will ensure that QASP is implemented and updated.

A variety of mechanisms may be used to monitor the progress/success of the activity and the contractor’s performance:

- a. Weekly contract mobilization meetings during the first three months of contract implementation
- b. Monthly progress review meetings with the implementation teams
- c. Review of contractor’s scheduled reports (see Section F)
- d. Feedback from GOU and collaborating partners
- e. Site visits by USAID personnel
- f. Quarterly reviews of work plan with performance milestones
- g. Periodic impact evaluations
- h. Review of Milestone Achievement Reports

E.4 MONITORING AND EVALUATION

The USAID COTR will conduct periodic performance reviews to monitor the progress of work and the achievement of indicator targets and/or completion of major tasks under this contract, based on the contract terms and conditions. USAID will assess the Contractor's progress in implementation of its work plan and success in meeting benchmarks, as defined in the work plan with performance milestones. The information provided and exchanged through quarterly progress reviews of the work plan with performance milestones and the other mechanisms mentioned above will form the basis for assessing and reporting on contractor performance.

The Contractor shall submit, for technical review, all information and appropriate documentation necessary to demonstrate and support the achievement of milestones to the COTR. The Contractor shall also provide an explanation and/or justification if any milestones have not been achieved according to the schedule. The COTR will lead a review of the documentation to determine if the milestones have been met. The COTR and CO will discuss the COTR recommendations, and the CO will approve or disapprove the payment of fee.

In addition to the technical performance requirements stated in Section C and above, the Contractor will be held fully accountable for responsible management of this contract. Of particular concern shall be the following:

- 1) satisfactory performance record, which includes effective independent cost control;
- 2) amounts of cost overruns and under runs, and reasons for them;
- 3) compliance with terms and conditions of contract, particularly areas where the Contracting Officer's approval or consent is needed prior to execution of action, purchase of equipment, subcontract, formalization of constructive change, timeliness of reports and other deliverables;
- 4) task completion versus scheduled completion date as stated in the contract Work Plan with Performance Milestones, with explanation for completion delays; and,
- 5) terminations for default or convenience.

E.5 AWARD FEE IMPLEMENTATION PLAN

A) AWARD-FEE DETERMINATION PROCEDURES

Fee Determination Official (FDO)

For the three-year base period of the contract, the amount negotiated as the award fee will be divided into twelve equal portions. On an annual basis, the Fee Determination Official (FDO), who will be the Contracting Officer, USAID/Uganda, will take into account the self-assessment of the contractor, any other pertinent technical or management reports, and the reports of the Performance Evaluation Board. The weighing of performance factors, the grading charts and conversion table shown in Sections C and D below will be used to produce a percentage to be applied to the total amount of award fee available for the period. In this manner, the FDO will make his/her annual award fee determination. In the event that a portion of the available fee is not awarded to the Contractor, the Fee Determination Official will decide whether any portion of that remaining fee should be rolled over into subsequent award fee periods. Key factors outside the Contractor's control, such as significant political upheaval or economic disruption, may be considered for the FDO's determination to roll forward some portion of the remaining award fee.

Performance Evaluation Board (PEB)

A Performance Evaluation Board (PEB) will be constituted under the direction of the USAID/Uganda Contracts Officer that will consist of three members. The Team Leader will chair, and the Contracting Officer's Technical Representative

of the IRS Contract will be a member of the Board. The third member will be selected from USAID/Uganda staff outside the Investing in People Office. The PEB will meet quarterly to review the performance of the contractor. The PEB will make an annual report of findings and discuss them with the Fee Determination Official.

Performance Monitoring (PM)

The Contractor will be responsible for submitting, as part of its regular quarterly report, its self-assessment of progress toward achieving indicators and milestone as established in the Annual Plan, as agreed with USAID. The Contractor’s monthly reports will also form part of the record for award fee review. Monitoring reports prepared by the COTR, as well as written comments prepared by the COTR on the semi-annual report and self-assessment will also form part of the record for the award fee review. Using these materials, the Performance Evaluation Board (PEB) will prepare a report on its assessment of the Contractor’s achievement of progress. This report will be a foundation document for use of by the Fee Determination official in establishing the award fee. The Contractor will have access to this report and be given the opportunity to comment on it before the award fee determination decision is made.

B) PERFORMANCE EVALUATION CRITERIA

The evaluation criteria used in making award fee decisions under the proposed contract are divided into three major parts: technical management, business management, and cost considerations:

Technical management

Technical achievements under the contract are equated with progress toward achieving the intermediate result, milestones which fall under each intermediate result in the contract.

The Contractor and USAID will agree on the overall structure of expected results, and associated milestones through the annual planning process under the contract. Each annual plan will define the technical results and milestones to be achieved over each three-month interval, to correspond to the planned timing of award fee decisions. These technical results and benchmarks are divided into several categories (see Sections C), which correspond with the results framework:

The evaluation criteria that will be applied to each of these technical elements are:

- On-time achievement of the indicators or milestones;
- Overall assessment of the volume of results achieved vs. those planned;
- Quality of the results achieved, measured through discussions with implementers, other partners, and host-country counterparts
- Effectiveness of relationships with partners and others whose work is critical to achievement of overall results under the framework.

Business management

Achievement of technical results will be accelerated or impeded by the relative effectiveness of the business management functions of the contract. Therefore, a number of evaluation criteria in this general area are judged pertinent in a ward fee decisions:

- On-time deployment and effective management of key personnel;
- On-time reporting of progress and results;
- Quality of data collection and reporting; and
- Effective control of property

Cost Considerations

Proper financial management and prudent use of Government resources are also critical to efficient contract operation. The following criteria will apply to award fee decisions:

- Accuracy of contract financing projections;
- Timeliness and accuracy of financial reporting;
- Costs presented are allowable and allocable under the contract; and
- Economies are demonstrated in the use of personnel and materials.

C) WEIGHTING OF PERFORMANCE AREAS

The following weights are assigned to the performance areas defined above:

Primary Performance Area	Weight	Sub-factors	Weight
Technical Management	40	Implementation schedules adhered to	30
		Comprehensive monitoring and evaluation	30
		Capacity development of public and private sectors	20
		Compliance with environmental regulations	20
			100
Business Management	30	Key personnel deployed	25
		On-time reporting	25
		Effective Management capacity	25
		Control of property	25
			100
Cost Consideration	30	Financial projections	25
		Accurate reports	25
		Allowable costs	25
		Financial efficiency	25
			100
Total Possible Performance Score		Technical (100 x 40) = 4000	10,000
		Business (100 x 30) = 3000	
		Cost (100 x 30) = 3000	

D) GRADING TABLE & AWARD FEE COVERSION CHART

Adjective Grade	Performance Score	Award Fee (%)
Superlative Superlative level of performance; achievement of distinguished results and effectiveness. No deficiencies. Example, displays ability to anticipate problems and effective remedies.	9,501 – 10,000	100
Exceptional Of exceptional merit; exemplary performance in a timely, efficient and economical manner-very minor deficiencies-no negative effect on overall performance.	9,001 – 9,500	90 - 99
Excellent Very effective performance; fully responsive to contract requirements; more than adequate results; reportable deficiencies, but with little identifiable effect on overall performance.	8,001 – 9,000	80 - 89
Good Effective performance; responsive to contract requirements; adequate results. Reportable deficiencies with identifiable, but not substantial effects on overall performance.	7,001 – 8,000	60 - 79
Satisfactory Meets or slightly exceeds minimum acceptable standards; useful levels of performance, but suggest remedial action. Reportable deficiencies which adversely affect overall performance.	6,001 – 7,000	30 - 59
Poor Below minimum acceptable standards; poor performance; inadequate results; requires prompt remedial action. Significant deficiencies.	5,001 – 6,000	1 - 29
Unsatisfactory	5000 and below	0

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With the exception of the Superlative category, which receives 100% of award fee, award fee is calculated on a proportional scale within the category according to the formula (rounded to the nearest percentage point):

$$(\text{Evaluated Score} - \text{Score Low Range}) / (\text{Score High Range} - \text{Score Low Range}) = \text{Score Category Percentage}$$

$$[\text{Score Category Percentage} \times (\text{Award \% High} - \text{Award \% Low})] + \text{Award \% Low} = \text{Award Fee Percentage.}$$

$$\text{Award Fee Percentage} \times \text{Available Award Fee} = \text{Award Fee}$$

For example, if the evaluated score was 7775, then, using the Good performance category:

$$(7500 - 7001) / (8000 - 7001) = 50\% \text{ (Score Category Percentage)}$$

$$50 \times (79 - 60) + 60 = 70\% \text{ (Award Fee Percentage)}$$

Note that a score halfway between the high and low of a category results in an award fee percentage that is also halfway between the high and low Award Fee Percentage of that category.

Any factor/sub-factor receiving a grade of unsatisfactory will be assigned zero performance points for purposes of calculating the award fee amount

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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
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
52.242-15	STOP-WORK ORDER ALTERNATE I (APR 1984)	AUG 1989
52.247-34	F.O.B. DESTINATION	NOV 1991
52.247-48	F.O.B. DESTINATION--EVIDENCE OF SHIPMENT	FEB 1999

F.2 PERIOD OF PERFORMANCE

The period of performance for this contract is three years effective the date of the Contracting Officer's signature on the cover page.

F.3 PLACE OF PERFORMANCE

Performance of this contract will be principally in Uganda.

F.4 WORK PLAN WITH PERFORMANCE MILESTONES

The Work Plan with performance milestones is the key document for contract performance against which contractor performance shall be monitored and evaluated by USAID. Achievement of the semi-annual performance milestone plan will determine payment of the award fee. The Contractor should review the proposed performance semi-annual milestone plans (Annex 1) and if required may propose alterations to the work plan with performance milestones as part of the technical proposal, per section L.6. During the implementation of this contract, the work plan with performance milestones may be updated if necessary, subject to the COTR's approval. The Contracting Officer's approval of the work plan with performance milestones updates shall be required if the proposed changes have monetary impact. USAID Mission staff and host government officials will review the updates in order to provide comments, thereon and recommend changes. Such comments and changes, however, if accepted by the Contractor, shall not constitute a change from the terms of this contract. The work plan with performance milestones shall specify a time table for the implementation of planned activities and a summary program budget (by result category). The updates shall include a brief summary report on contract performance to-date. The work plan with performance milestones is intended to be a working document for the use of the Contractor and USAID; much of the information may be presented in tabular format, and there is no expectation of widespread public dissemination.

The Contractor shall immediately notify the COTR and the Contracting Officer, in writing, in the event that circumstances arise that have or may have an adverse impact on timely performance of the contract or the occurrence of unanticipated costs under this contract. This

requirement is applicable to all subcontracts as well as to the prime.

F.5 MONITORING AND EVALUATION PLAN

Within 90 days of signing the contract, the Contractor shall submit to USAID/ Uganda a written overview of Monitoring and Evaluation Plan for the timeframe of the project. USAID requires that all performance measures will be part of a coherent system that will objectively assess the overall progress and impacts of activities with the ultimate goal of achieving the expected results outlined in the Statement of Work.

This plan shall include a final performance monitoring plan, complete with baselines, targets, and indicators pertinent to activity-level management and monitoring, which clearly supports achievement of USAID/Uganda PMI goals and targets. The set of indicators chosen shall include the appropriate core PMI indicators and these will be provided to the Contractor following the award. To collect this data, the Contractor shall develop a robust data collection system, which includes adequate data quality controls and complies with all USAID data quality requirements, ADS 203.3.5.1.

The Contractor shall use the most effective mechanisms to monitor progress, success and the impact of their activities and performances at all levels. USAID expects the Contractor to be innovative and creative in their efforts, capturing, documenting, and reporting all the outcomes of USAID assistance and complying with the reporting requirements under the PMI. The Contractor shall coordinate with the USAID/Uganda Monitoring and Evaluation Contractor for all reporting and monitoring activities.

F.6 ADDITIONAL DELIVERABLES OR OUTPUTS

In addition to other required reports and deliverables in this Contract, USAID may request the Contractor to deliver additional deliverables or outputs as and when required. These additional requirements will be negotiated with the Contractor first and agreed to by the Contracting Officer and COTR.

F.7 PROGRESS REPORTS

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 below listed deliverables or outputs to the COTR specified in Section G. All reports shall be submitted by the due date for approval of the COTR. Additional reports requiring review and clearances, when necessary, are listed under each requirement. The Contractor will consult the COTR on the format and expected content of reports prior to submission. Reports will be submitted in hard copy and electronically, either by e-mail or CD-ROM to USAID, and the NMCP. Any existing formats for NMCP reports in the respective technical areas shall be maintained.

(1) Monthly, End of Spray Cycle and Quarterly Performance Monitoring Reports

The performance monitoring reports shall be submitted to the COTR and NMCP within 30 days following the end of the reporting period. Reports should briefly document on-going activities, and relate actual accomplishments toward the results and milestones. The last performance monitoring report of the year shall be a summation of the results and progress toward results made during that year. Each report should follow a special format agreed to by USAID. The monthly, end of spray cycle for each district and quarterly reports shall include the following:

- a) Summary of activities and progress towards results under this award during the timeframe of the report;
- b) For each district spray round, the report shall include numbers of households sprayed compared against targets, inventory of insecticide used and at hand, census on net ownership or other information requested by USAID, and NMCP;
- c) Explanation of quantifiable output of the tasks, if appropriate and applicable;
- d) Reasons why established targets were not met, if appropriate;

- e) Analysis and explanation of any cost overruns or high unit costs (the Contractor shall immediately notify USAID of developments that have a significant impact on award-supported activities); and
- f) Notification shall be given to USAID in the case of problems, delays, or adverse conditions which materially impair the ability to meet the objectives of the award. These notifications shall include a statement of the action taken or contemplated, and any assistance needed to resolve the situation.
- g) Planned activities for the following month; spray round or quarter.

(2) Final Report

Within ninety days of the completion date of this project, the Contractor shall submit a final report which includes: an executive summary of the Contractor's accomplishments in achieving the activities and conclusions about areas that need future support; an overall description of the Contractor's activities and attainment of results during the life of the project; an assessment of progress made toward accomplishing the activities; significance of these activities; comments and recommendations; a section on how the program will be sustained after termination of USAID funding; and a fiscal report.

The end of project report will contain, at a minimum, the following:

- Achievement toward results, sub-results and targets for all indicators in the Performance Management Plan(PMP)
- Difficulties or challenges encountered in the implementation of IRS;
- Capacity of the NMCP to independently implement and continue the IRS program without assistance
- Recommendations for future implementation of IRS; and
- Projections, based on best epidemiological and entomological evidence, for future needs of IRS.

(3) Operational Plan

The Contractor shall provide a narrative, targets and report annually on the quantitative indicators that are collected via the annual USAID Uganda Operational Plan.

(4) Ad Hoc Reports

The Contractor shall be prepared to submit ad hoc reports on the status of their activities as requested by the USAID mission. These may be for purposes of annual reporting, strategic planning, VIP visitors, and as well as other reasons.

F.8 TECHNICAL APPROVALS REQUIREMENTS

The Contractor is required to seek the following approvals through the COTR:

- Approval of annual work plans and modifications that describe the specific activities to be carried out under the contract;
- Approval of specified key personnel; and
- Approval of the performance management plan (PMP), and involvement in monitoring progress toward achieving expected results and outcomes.
- Approval and acceptance of the work plan, M&E plan, reporting and other key documents.
- In addition, the COTR may visit all sites where the Contractor is working, including but not limited to, offices, health facilities, communities and field sites for monitoring or other purposes.

F.9 KEY PERSONNEL

A. The key personnel positions that the Contractor has furnished for the performance of this contract are as follows:

Title
Chief of Party
Deputy Chief of Party/Director of Finance and Administration
Senior IRS Advisor and Entomologist

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

F.10 752.7005 SUBMISSION REQUIREMENTS FOR DEVELOPMENT EXPERIENCE DOCUMENTS (JAN 2004)

(a) Contractor 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 Contracting Officer's Technical Representative (COTR). These reports include: assessments, evaluations, studies, development experience documents, technical reports and annual reports. The Contractor shall also submit two copies of information products including training materials, publications, databases, computer software programs, video 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 an 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 COTR, 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:

Online: <http://dec.usaid.gov>

By mail (for pouch delivery): DEXS Document Submissions
M/CIO/KM/DEC
RRB M.01-010
Washington, DC 20523-6100

(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

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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 cover sheet 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.

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SECTION G - CONTRACT ADMINISTRATION DATA

G.1 752.7003 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 Contracting Officer's technical Representative (COTR) 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)			
<i>Line Item</i>	<i>Description</i>	<i>Amt. Vouchered To Date</i>	<i>Amt. Vouchered this Period</i>
0001	Product/Service Desc. for Line Item 0001	\$XXXX.XX	\$XXXX.XX
0002	Product/Service Desc. for Line Item 0002	\$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

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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:

Acquisition & Assistance Office
USAID/Uganda
US Mission Compound, South Wing
Plot 1577 Ggaba Road
P.O. Box 7856
Kampala, Uganda
Phone: 256-41-306001
Fax: 256-41-306661

G.3 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)

The COTR will be designated by a separate Administrative letter issued by the Contracting Officer at the time of contract award. A copy of the COTR designation letter will be given to the Contractor.

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 shall be in writing, and shall be within the scope of the work as detailed in Section C.

(b) The COTR 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 "Contracting Officer's Technical Representative" with a copy furnished to the

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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 and Contracting Officer 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 COTR 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 U.S. Government. The COTR may not take any action which may impact on the contract schedule, funds or scope of work. All contractual agreements, commitments, or modifications which involve prices, quantities, quality, and schedules shall be made only by the Contracting Officer.

(c) The COTR 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 COTR, the CO may designate someone to serve as COTR in their place. However, such action to direct an individual to act in the COTR's stead shall immediately be communicated to the Contractor.

(e) Contractual Problems - Contractual problems, of any nature, that may arise during the life of the contract shall 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 COTR 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:

The Controller,
Financial Management Office
US Mission Compound, South Wing
Plot 1577 Ggaba Road
P.O. Box 7856
Kampala, Uganda

Financial Tracking and vouchering

It is likely that multiple resources of funds may be used to fund this contract. The contractor should be prepared to track the use of these multiple financial resources and performance measures associated with these funds. All vouchers should clearly mark the source of funds. Prior year funds should be disbursed first.

G.6 ACCOUNTING AND APPROPRIATION DATA

Requisition #	REQ-617-09-000011
Program Element:	A049
Program Area:	A11
Fund Account:	08/09-GH-C

G.7 AWARD FEE EVALUATION

See section E; subsection E-5 – Award Fee Implementation Plan, for details.

G.8 752.216-70 AWARD FEE (May 1997) (DEVIATION)
(USAID Uganda Class Deviation 08-01)

(a) The Government shall pay the Contractor for performing this contract such base fee and such additional fee as may be awarded, as provided in the Schedule.

(b) Payment of the base fee and award fee shall be made as specified in the Schedule; provided, that after payment of 85 percent of the base fee and potential award fee, the Contracting Officer may withhold further payment of the base fee and award fee until a reserve is set aside in an amount that the Contracting Officer considers necessary to protect the Government's interest. This reserve shall not exceed 15 percent of the total base fee and potential award fee or \$100,000, whichever is less. The Contracting Officer shall release 75 percent of all fee withholds under this contract after receipt of the certified final indirect cost rate proposal covering the year of physical completion of this contract, provided the Contractor has satisfied all other contract terms and conditions, including the submission of the final patent and royalty reports, and is not delinquent in submitting final vouchers on prior years' settlements. The Contracting Officer may release up to 90 percent of the fee withholds under this contract based on the Contractor's past performance related to the submission and settlement of final indirect cost rate proposals.

(c) The award amount if any, and the award-fee determination methodology are unilateral decisions made solely at the discretion of the Government.

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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)	
752.7027	PERSONNEL	DEC 1990

H.2 752.7004 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.3 FOREIGN GOVERNMENT DELEGATIONS TO INTERNATIONAL CONFERENCES
(JAN 2002)

Funds in this contract may not be used to finance the travel, per diem, hotel expenses, meals, conference fees or other conference costs for any member of a foreign government's delegation to an international conference sponsored by a public international organization, except as provided in ADS Mandatory Reference "Guidance on Funding Foreign Government Delegations to International Conferences" or as approved by the CO/COTR.

H.4 752.225-70 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 source for procurement is Geographic Code 000 unless otherwise specified in the schedule of this contract. Guidance on eligibility of specific goods or services may be obtained from the 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.5 INSURANCE AND SERVICES

(a) 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:
Diane Proctor or Sue Somers
(703) 813-6503

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

H.6 752.228-70 MEDICAL EVACUATION (MEDEVAC) SERVICES (July 2007)

(a) Contractors must provide MEDEVAC service coverage to all U.S. citizen, U.S. resident alien, and Third Country National employees and their authorized dependents (hereinafter "individual") while overseas under a USAID-financed direct contract. USAID will reimburse reasonable, allowable, and allocable costs for MEDEVAC service coverage incurred under the contract. The Contracting Officer will determine the reasonableness, allowability and allocability of the costs based on the applicable cost principles and in accordance with cost accounting standards.

(b) Exceptions.

(i) The Contractor is not required to provide MEDEVAC

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insurance to eligible employees and their dependents with a health program that includes sufficient MEDEVAC coverage as approved by the Contracting Officer.

(ii) The Mission Director may make a written determination to waive the requirement for such coverage. The determination must be based on findings that the quality of local medical services or other circumstances obviate the need for such coverage for eligible employees and their dependents located at post.

(c) Contractor must insert a clause similar to this clause in all subcontracts that require performance by contractor employees overseas.

H.7 AUTHORIZED GEOGRAPHIC CODE

The authorized geographic code for procurement of goods and services under this contract is 935.

H.8 NONEXPENDABLE PROPERTY AND INFORMATION TECHNOLOGY RESOURCES

The Contractor is hereby authorized to purchase the following equipment and/or resources:

1. 4WD Vehicles – 04 ea
2. Generators – 02 ea
3. Server – 01 ea

The contractor shall seek prior approval for the purchase of any other equipment and non expendable property not listed above from USAID/Uganda.

H.9 LOGISTIC SUPPORT

The Contractor shall be responsible for furnishing all logistic support in the United States and overseas. In addition, and in accordance with the post policy as from time-to-time amended, the Mission may help the contractor:

- Provide custom and/or tax exemption certificates for long-term expatriate staff for UAB, HHE, POV, office and residential furniture, appliances, equipment, hotels;

- May provide letters to facilitate the Contractor's establishing bank accounts, leasing housing and Contractor's office space, and obtaining visas.

H.10 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.11 REPORTING OF FOREIGN TAXES

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

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

(i) Contractor name.

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

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(iii) Agreement number(s).

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

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

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

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

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

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

(c) Definitions. For purposes of this clause:

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

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

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

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

(d) Where. Submit the reports to: The Controller, Financial Management Office, US Mission Compound – South Wing, 1577 Ggaba Road, P.O. Box 7856, Kampala.

(e) Sub agreements. The contractor 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>.

H.12 752.7032 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 advance 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.

H.13 USAID DISABILITY POLICY - ACQUISITION (DECEMBER 2004)

(a) The objectives of the USAID Disability Policy are (1) to enhance the attainment of United States foreign assistance program goals by promoting the participation and equalization of opportunities of individuals with disabilities in USAID policy, country and sector strategies, activity designs and implementation; (2) to increase awareness of issues of people with disabilities both within USAID programs and in host countries; (3) to engage other U.S. government agencies, host country counterparts, governments, implementing organizations and other donors in fostering a climate of nondiscrimination against people with disabilities; and (4) to support international advocacy for people with disabilities. The full text of the policy paper can be found at the following website:
<http://www.usaid.gov/about/disability/DISABPOL.FIN.html>.

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

H.14 752.7007 PERSONNEL COMPENSATION (July 2007)

(a) Direct compensation of the Contractor's personnel will be in accordance with the Contractor's established policies, procedures, and practices, and the cost principles applicable to this contract.

(b) Reimbursement of the employee's base annual salary plus overseas recruitment incentive, if any, which exceed the USAID Contractor Salary Threshold (USAID CST) stated in USAID Automated Directives System (ADS) Chapter 302 USAID Direct Contracting, must be approved in writing by the Contracting Officer, as prescribed in 731.205-6(b) or 731.371(b), as applicable.

H.15 EMPLOYMENT COSTS OF THIRD COUNTRY NATIONALS AND COOPERATING COUNTRY NATIONALS

(a) The following are unallowable costs for third country nationals (TCN's) and cooperating country nationals (CCN's) unless the Contracting Officer provides a written determination that such costs are allowable for specifically named individuals:

- 1) Compensation, including merit or promotion increases, that exceeds the prevailing compensation paid to personnel performing comparable work in the cooperating country;
- 2) Payment of compensation to TCN and CCN employees in other than the currency of the local country.
- 3) Allowances and Differentials;

(b) Unless otherwise approved by the Contracting Officer, the maximum prevailing compensation will be the same as the maximum salary under the Uganda Mission Local Compensation Plan.

(c) The Contracting Officer will only determine the above costs to be allowable if and to the extent that the Mission Director approves such exceptions, and also subject to the usual considerations of reasonableness and allocability to the contract.

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(d) Even if the contract ceiling price is based on a cost proposal that estimated such payments, a specific allowability determination from the Contracting Officer is required in order for such costs to be reimbursed under the contract.

(e) Employee agreements or contracts entered into by contractors and CCN/TCNs must reflect a fixed annual or monthly salary, denominated in local currency with a provision for annual salary increases that have been approved by the Contracting Officer through negotiations.

H.16 VALUE ADDED TAX AND CUSTOMS DUTIES

Pursuant to bilateral agreements with the Government of Uganda (GOU), all imports and expenditures under this contract by the Contractor and by non-local subcontractors (as defined below) will be exempt from Value-Added Tax (VAT) and Customs Duties imposed by the GOU. Therefore, in accordance with paragraph (a) of FAR 52.229-8, Taxes—Foreign Cost-Reimbursement Contracts (3/90), GOU VAT customs duties shall not constitute allowable costs under this contract.

USAID will assist the Contractor to obtain customs exemption certificate on imports. In cases where GOU VAT cannot be avoided, the Contractor shall obtain original VAT tax invoices/receipts from the vendors. Receipts must be submitted to USAID's Financial Management Office on a monthly basis to enable USAID to obtain VAT refunds from VAT authorities. The Contractor is responsible for ensuring that subcontractors and sub grantees comply with this requirement. All VAT claims for subcontractors and sub grantees shall be submitted to USAID through the Contractor.

With each monthly statement (progress payment invoice / request), the Contractor will furnish USAID as part of the required supporting documentation and in addition to the monthly submissions as discussed in the previous paragraph, a copy of all certified VAT tax receipts showing the portion of the amount of progress payment requested which is attributable to VAT taxes paid to local subcontractors from amounts earned and requested for payment.

H.17 HOMELAND SECURITY PRESIDENTIAL DIRECTIVE-12 (HSPD-12) (September 2006)

In response to the general threat of unauthorized access to federal facilities and information systems, the President issued Homeland Security Presidential Directive-12. HSPD-12 requires all Federal agencies to use a common Personal Identity Verification (PIV) standard when identifying and issuing access rights to users of Federally-controlled facilities and/or Federal Information Systems. USAID will begin issuing HSPD-12 "smart card" IDs to applicable contracts, using a phased approach. Effective October 27, 2006, USAID will begin issuing new "smart card" IDs to new contractors (and new contractor employees) requiring routine access to USAID controlled facilities and/or access to USAID's information systems. USAID will begin issuance of the new smart card IDs to existing contractors (and existing contractor employees) on October 27, 2007. (Exceptions would include those situations where an existing contractor (or contractor employee) loses or damages his/her existing ID and would need a replacement ID prior to Oct 27, 2007. In those situations, the existing contractor (or contractor employee) would need to follow the PIV processes described below, and be issued one of the new smart cards.)

Accordingly, before a contractor (including a PSC* or a contractor employee) may obtain a USAID ID (new or replacement) authorizing him/her routine access to USAID facilities, or logical access to USAID's information systems, the individual must provide two forms of identity source documents in original form and a passport size photo. One identity source document must be a valid Federal or state government-issued picture ID. (Overseas foreign nationals must comply with the requirements of the Regional Security Office.)

USAID/W contractors must contact the USAID Security Office to obtain the list of acceptable forms of documentation, and contractors working in overseas Missions must obtain the acceptable documentation list from the Regional Security Officer. Submission of these documents, and related background checks, are mandatory in order for the contractor to receive a building access ID, and before access will be granted to any of USAID's information systems. All contractors must physically present these two source documents for identity proofing at their USAID/W or Mission Security Briefing.

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The contractor or his/her Facilities Security Officer must return any issued building access ID and remote authentication token to USAID custody upon termination of the individual's employment with the contractor or completion of the contract, whichever occurs first.

The contractor must comply with all applicable HSPD-12 and PIV procedures, as described above, and any subsequent USAID or government-wide HSPD-12 and PIV procedures/policies, including any subsequent related USAID General Notices, Office of Security Directives and/or Automated Directives System (ADS) policy directives and required procedures. This includes HSPD-12 procedures established in USAID/Washington and those procedures established by the overseas Regional Security Office.

In the event of inconsistencies between this clause and later issued Agency or government-wide HSPD-12 guidance, the most recent issued guidance should take precedence, unless otherwise instructed by the Contracting Officer. The contractor is required to include this clause in any subcontracts that require the subcontractor or subcontractor employee to have routine physical access to USAID space or logical access to USAID's information systems.

H.18 ENVIRONMENTAL COMPLIANCE AND MANAGEMENT

- 1a) The Foreign Assistance Act of 1961, as amended, Section 117 requires that the impact of USAID's activities on the environment be considered and that USAID include environmental sustainability as a central consideration in designing and carrying out its development programs. This mandate is codified in Federal Regulations (22 CFR 216) and in USAID's Automated Directives System (ADS) Parts 201.5.10g and 204 (<http://www.usaid.gov/policy/ADS/200/>), which, in part, require that the potential environmental impacts of USAID-financed activities are identified prior to a final decision to proceed and that appropriate environmental safeguards are adopted for all activities. *Contractor* environmental compliance obligations under these regulations and procedures are specified in the following paragraphs of this *contract*.
- 1b) In addition, the contractor/recipient must comply with host country environmental regulations unless otherwise directed in writing by USAID. In case of conflict between host country and USAID regulations, the latter shall govern.
- 1c) No activity funded under this *contract* will be implemented unless an environmental threshold determination, as defined by 22 CFR 216, has been reached for that activity, as documented in a Request for Categorical Exclusion (RCE), Initial Environmental Examination (IEE), or Environmental Assessment (EA) duly signed by the Bureau Environmental Officer (BEO). (Hereinafter, such documents are described as "approved Regulation 216 environmental documentation.")
 - 2a) As part of its initial Work Plan, and all Annual Work Plans thereafter, the *contractor*, in collaboration with the USAID Cognizant Technical Officer and Mission Environmental Officer or Bureau Environmental Officer, as appropriate, shall review all ongoing and planned activities under this *contract* to determine if they are within the scope of the approved Regulation 216 environmental documentation.
 - 2b) If the *contractor* plans any new activities outside the scope of the approved Regulation 216 environmental documentation, it shall prepare an amendment to the documentation for USAID review and approval. No such new activities shall be undertaken prior to receiving written USAID approval of environmental documentation amendments.
 - 2c) Any ongoing activities found to be outside the scope of the approved Regulation 216 environmental documentation shall be halted until an amendment to the documentation is submitted and written approval is received from USAID.

H.19 INTERNATIONAL TRAVEL APPROVAL

In accordance with the clearance/approval requirements in paragraph (a) of AIDAR 752.7027 Personnel (DEC 1990) (incorporated by reference in section I) and AIDAR 752.7032 International Travel Approval and Notification

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Requirements (JAN 1990) (incorporated by reference above), the Contracting Officer hereby provides prior written approval provided that the Contractor obtains the COTR's written concurrence with the assignment of individuals outside the United before the assignment abroad, which must be within the terms of this contract/task order, is subject to availability of funds, and should not be construed as authorization either to increase the estimated cost or to exceed the obligated amount (see Section B). The Contractor shall retain for audit purposes a copy of each travel concurrence.

CONTRACT # AID-617-C-09-00001 SECTION I

Contract Clauses

PART II - CONTRACT CLAUSES

SECTION I - CONTRACT CLAUSES

I.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract.

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
52.202-1	DEFINITIONS	JUL 2004
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	SEP 2006
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	SEP 2007
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	AUG 2000
52.204-7	CENTRAL CONTRACTOR REGISTRATION (OCT 2003)	APR 2008
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	SEP 2007
52.204-10	REPORTING SUBCONTRACT AWARDS.	SEP 2007
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	SEP 2006
52.211-5	MATERIAL REQUIREMENTS	AUG 2000
52.215-2	AUDIT AND RECORDS--NEGOTIATION	JUN 1999
52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT 1997
52.215-19	NOTIFICATION OF OWNERSHIP CHANGES	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
52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB 1997
52.222-19	CHILD LABOR – COOPERATION WITH AUTHORITIES AND REMEDIES	FEB 2008
52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB 1999

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52.222-22	PREVIOUS CONTRACTS AND COMPLIANCE REPORTS	FEB 1999
52.222-25	AFFIRMATIVE ACTION COMPLIANCE	APR 1984
52.222-26	EQUAL OPPORTUNITY	MAR 2007
52.222-29	NOTIFICATION OF VISA DENIAL	JUN 2003
52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	SEP 2006
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN 1998
52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	SEP 2006
52.223-6	DRUG-FREE WORKPLACE	JUN 2008
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	FEB 2006
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	DEC 2007
52.227-3	PATENT INDEMNITY	APR 1984
52.230-3	DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES	OCT 2008
52.230-4	DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES FOR CONTRACTS AWARDED TO FOREIGN CONCERNS	OCT 2008
52.227-14	RIGHTS IN DATA--GENERAL	DEC 2007
52.228-3	WORKERS' COMPENSATION INSURANCE (DBA)	APR 1984
52.228-7	INSURANCE--LIABILITY TO THIRD PERSONS	MAR 1996
52.230-2	COST ACCOUNTING STANDARDS	OCT 2008
52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS	MAR 2008
52.232-9	LIMITATION ON WITHHOLDING OF PAYMENTS	APR 1984
52.232-17	INTEREST	OCT 2008
52.232-18	AVAILABILITY OF FUNDS	APR 1984
52.232-20	LIMITATION OF COST	APR 1984
52.232-22	LIMITATION OF FUNDS	APR 1984
52.232-23	ASSIGNMENT OF CLAIMS	JAN 1986
52.232-25	PROMPT PAYMENT ALTERNATE I (FEB 2002)	OCT 2008
52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER —CENTRAL CONTRACTOR REGISTRATION	OCT 2003
52.233-1	DISPUTES ALTERNATE I (DEC 1991)	JUL 2002
52.233-3	PROTEST AFTER AWARD ALTERNATE I (JUN 1985)	AUG 1996
52.233-4	APPLICABLE LAW FOR BREACH OF	OCT 2004
52.237-3	CONTINUITY OF SERVICES	JAN 1991
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
52.243-2	CHANGES--COST REIMBURSEMENT	AUG 1987

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	ALTERNATE II (APR 1984)	
52.243-6	CHANGE ORDER ACCOUNTING	APR 1984
52.244-2	SUBCONTRACTS	JAN 2007
	ALTERNATE I (JAN 2007)	
52.244-5	COMPETITION IN SUBCONTRACTING	DEC 1996
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	FEB 2009
52.245-1	GOVERNMENT PROPERTY	JUN 2007
52.246-23	LIMITATION OF LIABILITY	FEB 1997
52.246-25	LIMITATION OF LIABILITY--SERVICES	FEB 1997
52.247-63	PREFERENCE FOR U.S.-FLAG AIR CARRIERS	JUN 2003
52.247-64	PREFERENCE FOR PRIVATELY OWNED U.S.-FLAG COMMERCIAL VESSELS	FEB 2006
52.248-1	VALUE ENGINEERING	FEB 2000
52.249-6	TERMINATION (COST-REIMBURSEMENT) (MAY 2004)	MAY 2004
52.249-14	EXCUSABLE DELAYS	APR 1984
52.251-1	GOVERNMENT SUPPLY SOURCES	APR 1984
52.253-1	COMPUTER GENERATED FORMS	JAN 1991

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752.202-1	DEFINITIONS	JAN 1990
752.209-71	ORGANIZATIONAL CONFLICT OF INTEREST DISCOVERED AFTER AWARD	JUN 1993
752.211-70	LANGUAGE AND MEASUREMENT	JUN 1992
752.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS AND SMALL DISADVANTAGED BUSINESS CONCERNS	
752.219-70	USAID MENTOR-PROTÉGÉ PROGRAM	JUL 2007
752.219-71	MENTOR REQUIREMENTS AND EVALUATION	JUL 2007
752.225-9	BUY AMERICAN ACT – TRADE AGREEMENTS ACT – BALANCE OF PAYMENTS PROGRAM	
752.225-70	SOURCE, ORIGIN AND NATIONALITY REQUIREMENTS	FEB 1997
752.227-14	RIGHTS IN DATA – GENERAL	OCT 2007
752.228-3	WORKER’S COMPENSATION INSURANCE (DEFENSE BASE ACT)	
752.228-7	INSURANCE-LIABILITY TO THIRD PERSONS	
752.245-70	GOVERNMENT PROPERTY-USAID REPORTING REQUIREMENTS	
752.245-71	TITLE TO AND CARE OF PROPERTY	APR 1984
752.7001	BIOGRAPHICAL DATA	JUL 1997
752.7002	TRAVEL AND TRANSPORTATION	JAN 1990
752.7006	NOTICES	APR 1984
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

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752.7018	HEALTH AND ACCIDENT COVERAGE FOR USAID PARTICIPANT TRAINEES	JAN 1999
752.7019	PARTICIPANT TRAINING	JAN 1999
752.7023	REQUIRED VISA FORM FOR USAID PARTICIPANTS	APR 1984
752.7025	APPROVALS	APR 1984
752.7027	PERSONNEL	DEC 1990
752.7028	DIFFERENTIALS AND ALLOWANCES	JUL 1996
752.7029	POST PRIVILEGES	JUL 1993
752.7031	LEAVE AND HOLIDAYS	OCT 1989
752.7033	PHYSICAL FITNESS	JUL 1997
752.7034	ACKNOWLEDGEMENT AND DISCLAIMER	DEC 1991

I.2 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 60 days.

I.3 52.222-50 COMBATING TRAFFICKING IN PERSONS (Feb 2009)

(a) *Definitions.* As used in this clause—

“Coercion” means—

- (1) Threats of serious harm to or physical restraint against any person;
- (2) Any scheme, plan, or pattern intended to cause a person to believe that failure to perform an act would result in serious harm to or physical restraint against any person; or
- (3) The abuse or threatened abuse of the legal process.

“Commercial sex act” means any sex act on account of which anything of value is given to or received by any person.

“Debt bondage” means the status or condition of a debtor arising from a pledge by the debtor of his or her personal services or of those of a person under his or her control as a security for debt, if the value of those services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of those services are not respectively limited and defined.

“Employee” means an employee of the Contractor directly engaged in the performance of work under the contract who has other than a minimal impact or involvement in contract performance.

“Involuntary servitude” includes a condition of servitude induced by means of—

- (1) Any scheme, plan, or pattern intended to cause a person to believe that, if the person did not enter into or continue in such conditions, that person or another person would suffer serious harm or physical restraint; or
- (2) The abuse or threatened abuse of the legal process.

“Severe forms of trafficking in persons” means—

- (1) Sex trafficking in which a commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age; or
- (2) The recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

“Sex trafficking” means the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act.

(b) *Policy.* The United States Government has adopted a zero tolerance policy regarding trafficking in persons.

Contractors and contractor employees shall not—

- (1) Engage in severe forms of trafficking in persons during the period of performance of the contract;
- (2) Procure commercial sex acts during the period of performance of the contract; or

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(3) Use forced labor in the performance of the contract.

(c) *Contractor requirements.* The Contractor shall—

(1) Notify its employees of—

(i) The United States Government's zero tolerance policy described in paragraph (b) of this clause; and

(ii) The actions that will be taken against employees for violations of this policy. Such actions may include, but are not limited to, removal from the contract, reduction in benefits, or termination of employment; and

(2) Take appropriate action, up to and including termination, against employees or subcontractors that violate the policy in paragraph (b) of this clause.

(d) *Notification.* The Contractor shall inform the Contracting Officer immediately of—

(1) Any information it receives from any source (including host country law enforcement) that alleges a Contractor employee, subcontractor, or subcontractor employee has engaged in conduct that violates this policy; and

(2) Any actions taken against Contractor employees, subcontractors, or subcontractor employees pursuant to this clause.

(e) *Remedies.* In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraphs (c), (d), or (f) of this clause may render the Contractor subject to—

(1) Required removal of a Contractor employee or employees from the performance of the contract;

(2) Required subcontractor termination;

(3) Suspension of contract payments;

(4) Loss of award fee, consistent with the award fee plan, for the performance period in which the Government determined Contractor non-compliance;

(5) Termination of the contract for default or cause, in accordance with the termination clause of this contract; or

(6) Suspension or debarment.

(f) *Subcontracts.* The Contractor shall include the substance of this clause, including this paragraph (f), in all subcontracts.

I.4 52.229-8 TAXES--FOREIGN COST-REIMBURSEMENT CONTRACTS (MAR 1990)

(a) Any tax or duty from which the United States Government is exempt by agreement with the Government of, or from which the Contractor or any subcontractor under this contract is exempt under the laws of, shall not constitute an allowable cost under this contract.

(b) If the Contractor or subcontractor under this contract obtains a foreign tax credit that reduces its Federal income tax liability under the United States Internal Revenue Code (Title 28, U.S.C.) because of the payment of any tax or duty that was reimbursed under this contract, the amount of the reduction shall be paid or credited at the time of such offset to the Government of the United States as the Contracting Officer directs.

I.5 52.243-7 NOTIFICATION OF CHANGES (APR 1984)

(a) *Definitions.* "Contracting Officer," as used in this clause, does not include any representative of the Contracting Officer. "Specifically Authorized Representative (SAR)," as used in this clause, means any person the Contracting Officer has so designated by written notice (a copy of which shall be provided to the Contractor) which shall refer to this subparagraph and shall be issued to the designated representative before the SAR exercises such authority.

(b) *Notice.* The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing promptly, within 15

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calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state--

- (1) The date, nature, and circumstances of the conduct regarded as a change;
- (2) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;
- (3) The identification of any documents and the substance of any oral communication involved in such conduct;
- (4) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;
- (5) The particular elements of contract performance for which the Contractor may seek an equitable adjustment under this clause, including--
 - (i) What contract line items have been or may be affected by the alleged change;
 - (ii) What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;
 - (iii) To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;
 - (iv) What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and
- (6) The Contractor's estimate of the time by which the Government must respond to the Contractor's notice to minimize cost, delay or disruption of performance.

(c) Continued performance. Following submission of the notice required by (b) above, the Contractor shall diligently continue performance of this contract to the maximum extent possible in accordance with its terms and conditions as construed by the Contractor, unless the notice reports a direction of the Contracting Officer or a communication from a SAR of the Contracting Officer, in either of which events the Contractor shall continue performance; provided, however, that if the Contractor regards the direction or communication as a change as described in (b) above, notice shall be given in the manner provided. All directions, communications, interpretations, orders and similar actions of the SAR shall be reduced to writing promptly and copies furnished to the Contractor and to the Contracting Officer. The Contracting Officer shall promptly countermand any action which exceeds the authority of the SAR.

(d) Government response. The Contracting Officer shall promptly, within 15 calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either--

- (1) Confirm that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance;
- (2) Countermand any communication regarded as a change;
- (3) Deny that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance; or
- (4) In the event the Contractor's notice information is inadequate to make a decision under (1), (2), or (3) above, advise the Contractor what additional information is required, and establish the date by which it should be furnished and the date

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thereafter by which the Government will respond.

(e) Equitable adjustments. (1) If the Contracting Officer confirms that Government conduct effected a change as alleged by the Contractor, and the conduct causes an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether changed or not changed by such conduct, an equitable adjustment shall be made--

- (i) In the contract price or delivery schedule or both; and
- (ii) In such other provisions of the contract as may be affected.

(2) The contract shall be modified in writing accordingly. In the case of drawings, designs or specifications which are defective and for which the Government is responsible, the equitable adjustment shall include the cost and time extension for delay reasonably incurred by the Contractor in attempting to comply with the defective drawings, designs or specifications before the Contractor identified, or reasonably should have identified, such defect. When the cost of property made obsolete or excess as a result of a change confirmed by the Contracting Officer under this clause is included in the equitable adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of the property. The equitable adjustment shall not include increased costs or time extensions for delay resulting from the Contractor's failure to provide notice or to continue performance as provided, respectively, in (b) and (c) above.

I.6 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):

See <http://www.arnet.gov/far/> for electronic access to the full text of FAR clauses and <http://www.usaid.gov/policy/ads/300/aidar.doc> for the full text of AIDAR clauses.

I.7 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

- (a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of “(DEVIATION)” after the date of the clause.
- (b) The use in this solicitation or contract of any U.S. Agency for International Development Acquisition Regulation (AIDAR) (48 CFR Chapter 7) clause with an authorized deviation is indicated by the addition of “(DEVIATION)” after the name of the regulation.

I.8 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (DEC 2008)

(a) *Definitions.* As used in this clause—

“Agent” means any individual, including a director, an officer, an employee, or an independent Contractor, authorized to act on behalf of the organization.

“Full cooperation”—

(1) Means disclosure to the Government of the information sufficient for law enforcement to identify the nature and extent of the offense and the individuals responsible for the conduct. It includes providing timely and complete response to Government auditors’ and investigators' request for documents and access to employees with information;

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(2) Does not foreclose any Contractor rights arising in law, the FAR, or the terms of the contract. It does not require—

(i) A Contractor to waive its attorney-client privilege or the protections afforded by the attorney work product doctrine; or

(ii) Any officer, director, owner, or employee of the Contractor, including a sole proprietor, to waive his or her attorney client privilege or Fifth Amendment rights; and

(3) Does not restrict a Contractor from—

(i) Conducting an internal investigation; or

(ii) Defending a proceeding or dispute arising under the contract or related to a potential or disclosed violation.

“Principal” means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (*e.g.*, general manager; plant manager; head of a subsidiary, division, or business segment; and similar positions).

“Subcontract” means any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract.

“Subcontractor” means any supplier, distributor, vendor, or firm that furnished supplies or services to or for a prime contractor or another subcontractor.

“United States,” means the 50 States, the District of Columbia, and outlying areas.

(b) *Code of business ethics and conduct.*

(1) Within 30 days after contract award, unless the Contracting Officer establishes a longer time period, the Contractor shall—

(i) Have a written code of business ethics and conduct; and

(ii) Make a copy of the code available to each employee engaged in performance of the contract.

(2) The Contractor shall—

(i) Exercise due diligence to prevent and detect criminal conduct; and

(ii) Otherwise promote an organizational culture that encourages ethical conduct and a commitment to compliance with the law.

(3)(i) The Contractor shall timely disclose, in writing, to the agency Office of the Inspector General (OIG), with a copy to the Contracting Officer, whenever, in connection with the award, performance, or closeout of this contract or any subcontract there under, the Contractor has credible evidence that a principal, employee, agent, or subcontractor of the Contractor has committed—

(A) A violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 of the United States Code; or

(B) A violation of the civil False Claims Act ([31 U.S.C. 3729-3733](#)).

(ii) The Government, to the extent permitted by law and regulation, will safeguard and treat information obtained pursuant to the Contractor’s disclosure as confidential where the information has been marked “confidential” or “proprietary” by the company. To the extent permitted by law and regulation, such information will not be released by the Government to the public pursuant to a Freedom of Information Act request, [5 U.S.C. Section 552](#), without prior notification to the Contractor. The Government may transfer documents provided by the Contractor to any department or agency within the Executive Branch if the information relates to matters within the organization’s jurisdiction.

(iii) If the violation relates to an order against a Government wide acquisition contract, a multi-agency contract, a multiple-award schedule contract such as the Federal Supply Schedule, or any other procurement instrument intended for use by multiple agencies, the Contractor shall notify the OIG of the ordering agency and the IG of the agency responsible for the basic contract.

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(c) Business ethics awareness and compliance program and internal control system. This paragraph (c) does not apply if the Contractor has represented itself as a small business concern pursuant to the award of this contract or if this contract is for the acquisition of a commercial item as defined at FAR [2.101](#). The Contractor shall establish the following within 90 days after contract award, unless the Contracting Officer establishes a longer time period:

(1) An ongoing business ethics awareness and compliance program.

(i) This program shall include reasonable steps to communicate periodically and in a practical manner the Contractor's standards and procedures and other aspects of the Contractor's business ethics awareness and compliance program and internal control system, by conducting effective training programs and otherwise disseminating information appropriate to an individual's respective roles and responsibilities.

(ii) The training conducted under this program shall be provided to the Contractor's principals and employees, and as appropriate, the Contractor's agents and subcontractors.

(2) An internal control system.

(i) The Contractor's internal control system shall—

(A) Establish standards and procedures to facilitate timely discovery of improper conduct in connection with Government contracts; and

(B) Ensure corrective measures are promptly instituted and carried out.

(ii) At a minimum, the Contractor's internal control system shall provide for the following:

(A) Assignment of responsibility at a sufficiently high level and adequate resources to ensure effectiveness of the business ethics awareness and compliance program and internal control system.

(B) Reasonable efforts not to include an individual as a principal, whom due diligence would have exposed as having engaged in conduct that is in conflict with the Contractor's code of business ethics and conduct.

(C) Periodic reviews of company business practices, procedures, policies, and internal controls for compliance with the Contractor's code of business ethics and conduct and the special requirements of Government contracting, including—

(1) Monitoring and auditing to detect criminal conduct;

(2) Periodic evaluation of the effectiveness of the business ethics awareness and compliance program and internal control system, especially if criminal conduct has been detected; and

(3) Periodic assessment of the risk of criminal conduct, with appropriate steps to design, implement, or modify the business ethics awareness and compliance program and the internal control system as necessary to reduce the risk of criminal conduct identified through this process.

(D) An internal reporting mechanism, such as a hotline, which allows for anonymity or confidentiality, by which employees may report suspected instances of improper conduct, and instructions that encourage employees to make such reports.

(E) Disciplinary action for improper conduct or for failing to take reasonable steps to prevent or detect improper conduct.

(F) Timely disclosure, in writing, to the agency OIG, with a copy to the Contracting Officer, whenever, in connection with the award, performance, or closeout of any Government contract performed by the Contractor or a subcontract there under, the Contractor has credible evidence that a principal, employee, agent, or subcontractor of the Contractor has committed a violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title [18 U.S.C.](#) or a violation of the civil False Claims Act ([31 U.S.C. 3729-3733](#)).

(1) If a violation relates to more than one Government contract, the Contractor may make the disclosure to the agency OIG and Contracting Officer responsible for the largest dollar value contract impacted by the violation.

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(2) If the violation relates to an order against a Government wide acquisition contract, a multi-agency contract, a multiple-award schedule contract such as the Federal Supply Schedule, or any other procurement instrument intended for use by multiple agencies, the contractor shall notify the OIG of the ordering agency and the IG of the agency responsible for the basic contract, and the respective agencies' contracting officers.

(3) The disclosure requirement for an individual contract continues until at least 3 years after final payment on the contract.

(4) The Government will safeguard such disclosures in accordance with paragraph (b)(3)(ii) of this clause.

(G) Full cooperation with any Government agencies responsible for audits, investigations, or corrective actions.

(d) *Subcontracts.*

(1) The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts that have a value in excess of \$5,000,000 and a performance period of more than 120 days.

(2) In altering this clause to identify the appropriate parties, all disclosures of violation of the civil False Claims Act or of Federal criminal law shall be directed to the agency Office of the Inspector General, with a copy to the Contracting Officer.

I.9 52.225-19 CONTRACTOR PERSONNEL IN A DESIGNATED OPERATIONAL AREA OR SUPPORTING A DIPLOMATIC OR CONSULAR MISSION OUTSIDE THE UNITED STATES (MAR 2008)

(a) *Definitions.* As used in this clause—

“Chief of mission” means the principal officer in charge of a diplomatic mission of the United States or of a United States office abroad which is designated by the Secretary of State as diplomatic in nature, including any individual assigned under section 502(c) of the Foreign Service Act of 1980 (Public Law 96-465) to be temporarily in charge of such a mission or office.

“Combatant commander” means the commander of a unified or specified combatant command established in accordance with [10 U.S.C. 161](#).

“Designated operational area” means a geographic area designated by the combatant commander or subordinate joint force commander for the conduct or support of specified military operations.

“Supporting a diplomatic or consular mission” means performing outside the United States under a contract administered by Federal agency personnel who are subject to the direction of a chief of mission.

(b) *General.*

(1) This clause applies when Contractor personnel are required to perform outside the United States—

(i) In a designated operational area during—

(A) Contingency operations;

(B) Humanitarian or peacekeeping operations; or

(C) Other military operations; or military exercises, when designated by the Combatant Commander; or

(ii) When supporting a diplomatic or consular mission—

(A) That has been designated by the Department of State as a danger pay post (see http://aoprals.state.gov/Web920/danger_pay_all.asp); or

(B) That the Contracting Officer has indicated is subject to this clause.

(2) Contract performance may require work in dangerous or austere conditions. Except as otherwise provided in the contract, the Contractor accepts the risks associated with required contract performance in such operations.

(3) Contractor personnel are civilians.

(i) Except as provided in paragraph (b)(3)(ii) of this clause, and in accordance with paragraph (i)(3) of this clause, Contractor personnel are only authorized to use deadly force in self-defense.

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(ii) Contractor personnel performing security functions are also authorized to use deadly force when use of such force reasonably appears necessary to execute their security mission to protect assets/persons, consistent with the terms and conditions contained in the contract or with their job description and terms of employment.

(4) Service performed by Contractor personnel subject to this clause is not active duty or service under [38 U.S.C. 106](#) note.

(c) *Support.* Unless specified elsewhere in the contract, the Contractor is responsible for all logistical and security support required for Contractor personnel engaged in this contract.

(d) *Compliance with laws and regulations.* The Contractor shall comply with, and shall ensure that its personnel in the designated operational area or supporting the diplomatic or consular mission are familiar with and comply with, all applicable—

- (1) United States, host country, and third country national laws;
- (2) Treaties and international agreements;
- (3) United States regulations, directives, instructions, policies, and procedures; and
- (4) Force protection, security, health, or safety orders, directives, and instructions issued by the Chief of Mission or the Combatant Commander; however, only the Contracting Officer is authorized to modify the terms and conditions of the contract.

(e) *Preliminary personnel requirements.*

(1) Specific requirements for paragraphs (e)(2)(i) through (e)(2)(vi) of this clause will be set forth in the statement of work, or elsewhere in the contract.

(2) Before Contractor personnel depart from the United States or a third country, and before Contractor personnel residing in the host country begin contract performance in the designated operational area or supporting the diplomatic or consular mission, the Contractor shall ensure the following:

- (i) All required security and background checks are complete and acceptable.
- (ii) All personnel are medically and physically fit and have received all required vaccinations.
- (iii) All personnel have all necessary passports, visas, entry permits, and other documents required for Contractor personnel to enter and exit the foreign country, including those required for in-transit countries.
- (iv) All personnel have received—
 - (A) A country clearance or special area clearance, if required by the chief of mission; and
 - (B) Theater clearance, if required by the Combatant Commander.
- (v) All personnel have received personal security training. The training must at a minimum—
 - (A) Cover safety and security issues facing employees overseas;
 - (B) Identify safety and security contingency planning activities; and
 - (C) Identify ways to utilize safety and security personnel and other resources appropriately.
- (vi) All personnel have received isolated personnel training, if specified in the contract. Isolated personnel are military or civilian personnel separated from their unit or organization in an environment requiring them to survive, evade, or escape while awaiting rescue or recovery.
- (vii) [All personnel who are U.S. citizens are registered with the U.S. Embassy or Consulate with jurisdiction over the area of operations on-line at http://www.travel.state.gov.](#)

(3) The Contractor shall notify all personnel who are not a host country national or ordinarily resident in the host country that—

(i) [If this contract is with the Department of Defense, or the contract relates to supporting the mission of the Department of Defense outside the United States, such employees, and dependents residing with such employees, who engage in conduct outside the United States that would constitute an offense punishable by imprisonment for more than](#)

one year if the conduct had been engaged in within the special maritime and territorial jurisdiction of the United States, may potentially be subject to the criminal jurisdiction of the United States (see the Military Extraterritorial Jurisdiction Act of 2000 (18 U.S.C. 3261 et seq.);

(ii) Pursuant to the War Crimes Act, 18 U.S.C. 2441, Federal criminal jurisdiction also extends to conduct that is determined to constitute a war crime when committed by a civilian national of the United States; and

(iii) Other laws may provide for prosecution of U.S. nationals who commit offenses on the premises of United States diplomatic, consular, military or other United States Government missions outside the United States (18 U.S.C. 7(9)).

(f) *Processing and departure points.* The Contractor shall require its personnel who are arriving from outside the area of performance to perform in the designated operational area or supporting the diplomatic or consular mission to—

(1) Process through the departure center designated in the contract or complete another process as directed by the Contracting Officer;

(2) Use a specific point of departure and transportation mode as directed by the Contracting Officer; and

(3) Process through a reception center as designated by the Contracting Officer upon arrival at the place of performance.

(g) *Personnel data.*

(1) Unless personnel data requirements are otherwise specified in the contract, the Contractor shall establish and maintain with the designated Government official a current list of all Contractor personnel in the areas of performance. The Contracting Officer will inform the Contractor of the Government official designated to receive this data and the appropriate system to use for this effort.

(2) The Contractor shall ensure that all employees on this list have a current record of emergency data, for notification of next of kin, on file with both the Contractor and the designated Government official.

(h) *Contractor personnel.* The Contracting Officer may direct the Contractor, at its own expense, to remove and replace any Contractor personnel who fail to comply with or violate applicable requirements of this contract. Such action may be taken at the Government's discretion without prejudice to its rights under any other provision of this contract, including termination for default or cause.

(i) *Weapons.*

(1) If the Contracting Officer, subject to the approval of the Combatant Commander or the Chief of Mission, authorizes the carrying of weapons—

(i) The Contracting Officer may authorize an approved Contractor to issue Contractor-owned weapons and ammunition to specified employees; or

(ii) The _____ [*Contracting Officer to specify individual, e.g., Contracting Officer Representative, Regional Security Officer, etc.*] may issue Government-furnished weapons and ammunition to the Contractor for issuance to specified Contractor employees.

(2) The Contractor shall provide to the Contracting Officer a specific list of personnel for whom authorization to carry a weapon is requested.

(3) The Contractor shall ensure that its personnel who are authorized to carry weapons—

(i) Are adequately trained to carry and use them—

(A) Safely;

(B) With full understanding of, and adherence to, the rules of the use of force issued by the Combatant Commander or the Chief of Mission; and

(C) In compliance with applicable agency policies, agreements, rules, regulations, and other applicable law;

(ii) Are not barred from possession of a firearm by 18 U.S.C. 922; and

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(iii) Adhere to all guidance and orders issued by the Combatant Commander or the Chief of Mission regarding possession, use, safety, and accountability of weapons and ammunition.

(4) Upon revocation by the Contracting Officer of the Contractor's authorization to possess weapons, the Contractor shall ensure that all Government-furnished weapons and unexpended ammunition are returned as directed by the Contracting Officer.

(5) Whether or not weapons are Government-furnished, all liability for the use of any weapon by Contractor personnel rests solely with the Contractor and the Contractor employee using such weapon.

(j) *Vehicle or equipment licenses.* Contractor personnel shall possess the required licenses to operate all vehicles or equipment necessary to perform the contract in the area of performance.

(k) *Military clothing and protective equipment.*

(1) Contractor personnel are prohibited from wearing military clothing unless specifically authorized by the Combatant Commander. If authorized to wear military clothing, Contractor personnel must wear distinctive patches, armbands, nametags, or headgear, in order to be distinguishable from military personnel, consistent with force protection measures.

(2) Contractor personnel may wear specific items required for safety and security, such as ballistic, nuclear, biological, or chemical protective equipment.

(l) *Evacuation.*

(1) If the Chief of Mission or Combatant Commander orders a mandatory evacuation of some or all personnel, the Government will provide to United States and third country national Contractor personnel the level of assistance provided to private United States citizens.

(2) In the event of a non-mandatory evacuation order, the Contractor shall maintain personnel on location sufficient to meet contractual obligations unless instructed to evacuate by the Contracting Officer.

(m) *Personnel recovery.*

(1) In the case of isolated, missing, detained, captured or abducted Contractor personnel, the Government will assist in personnel recovery actions.

(2) Personnel recovery may occur through military action, action by non-governmental organizations, other Government-approved action, diplomatic initiatives, or through any combination of these options.

(3) The Department of Defense has primary responsibility for recovering DoD contract service employees and, when requested, will provide personnel recovery support to other agencies in accordance with DoD Directive 2310.2, Personnel Recovery.

(n) *Notification and return of personal effects.*

(1) The Contractor shall be responsible for notification of the employee-designated next of kin, and notification as soon as possible to the U.S. Consul responsible for the area in which the event occurred, if the employee—

(i) Dies;

(ii) Requires evacuation due to an injury; or

(iii) Is isolated, missing, detained, captured, or abducted.

(2) The Contractor shall also be responsible for the return of all personal effects of deceased or missing Contractor personnel, if appropriate, to next of kin.

(o) *Mortuary affairs.* Mortuary affairs for Contractor personnel who die in the area of performance will be handled as follows:

(1) If this contract was awarded by DoD, the remains of Contractor personnel will be handled in accordance with DoD Directive 1300.22, Mortuary Affairs Policy.

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(2)(i) If this contract was awarded by an agency other than DoD, the Contractor is responsible for the return of the remains of Contractor personnel from the point of identification of the remains to the location specified by the employee or next of kin, as applicable, except as provided in paragraph (o)(2)(ii) of this clause.

(ii) In accordance with [10 U.S.C. 1486](#), the Department of Defense may provide, on a reimbursable basis, mortuary support for the disposition of remains and personal effects of all U.S. citizens upon the request of the Department of State.

(p) *Changes.* In addition to the changes otherwise authorized by the Changes clause of this contract, the Contracting Officer may, at any time, by written order identified as a change order, make changes in place of performance or Government-furnished facilities, equipment, material, services, or site. Any change order issued in accordance with this paragraph shall be subject to the provisions of the Changes clause of this contract.

(q) *Subcontracts.* The Contractor shall incorporate the substance of this clause, including this paragraph (q), in all subcontracts that require subcontractor personnel to perform outside the United States—

(1) In a designated operational area during—

(i) Contingency operations;

(ii) Humanitarian or peacekeeping operations; or

(iii) Other military operations; or military exercises, when designated by the Combatant Commander; or

(2) When supporting a diplomatic or consular mission—

(i) That has been designated by the Department of State as a danger pay post (see http://aoprals.state.gov/Web920/danger_pay_all.asp); or

(ii) That the Contracting Officer has indicated is subject to this clause.

I.10 752.225-71 LOCAL PROCUREMENT (FEB 1997)

(a) Local procurement involves the use of appropriated funds to finance the procurement of goods and services supplied by local businesses, dealers or producers, with payment normally being in the currency of the cooperating country.

(b) All locally-financed procurements must be covered by source/ origin and nationality waivers as set forth in subpart F of 22 CFR part 228 except as provided for in 22 CFR 228.40, Local procurement.

I.11 752.242-70 PERIODIC PROGRESS REPORTS (OCT 2007)

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

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

I.12 752.7101 VOLUNTARY POPULATION PLANNING ACTIVITIES (JUNE 2008)

(a) *Requirements for Voluntary Sterilization Program.* None of the funds made available under this contract shall be used to pay for the performance of involuntary sterilization as a method of family planning or to coerce or provide any financial incentive to any individual to practice sterilization.

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(b) *Prohibition on Abortion-Related Activities.*

(1) No funds made available under this contract will be used to finance, support, or be attributed to the following activities: (i) procurement or distribution of equipment intended to be used for the purpose of inducing abortions as a method of family planning; (ii) special fees or incentives to any person to coerce or motivate them to have abortions; (iii) payments to persons to perform abortions or to solicit persons to undergo abortions; (iv) information, education, training, or communication programs that seek to promote abortion as a method of family planning; and (v) lobbying for or against abortion. The term “motivate”, as it relates to family planning assistance, shall not be construed to prohibit the provision, consistent with local law, of information or counseling about all pregnancy options.

(2) No funds made available under this contract will be used to pay for any biomedical research which relates, in whole or in part, to methods of, or the performance of, abortions or involuntary sterilizations as a means of family planning. Epidemiologic or descriptive research to assess the incidence, extent or consequences of abortions is not precluded.

(c) The contractor shall insert this provision in all subcontracts.

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

ATTACHMENT NUMBER TITLE

ATTACHMENT 1 - IDENTIFICATION OF PRINCIPAL GEOGRAPHIC CODE NUMBERS

<http://www.usaid.gov/policy/ads/200/260mab.xls>

ATTACHMENT 2 – LIST OF ACTIVITY ACRYNOMS

[END OF SECTION J]

ATTACHMENT 1: IDENTIFICATION OF PRINCIPAL GEOGRAPHIC CODE NUMBERS

The USAID Geographic Code Book sets forth the official description of all geographic codes used by USAID in authorizing or implementing documents, to designate authorized source countries or areas. The following are summaries of the principal codes:

- (a) Code 000--The United States: The United States of America, any State(s) of the United States, the District of Columbia, and areas of U.S.-associated sovereignty, including commonwealths, territories and possessions.
- (b) Code 899--Any area or country, except the cooperating country itself and the following foreign policy restricted countries: Libya, Cuba, Iran, North Korea, and Syria.
- (c) Code 935--Any area or country including the cooperating country, but excluding the foreign policy restricted countries.
- (d) Code 941--The United States and any independent country (excluding foreign policy restricted countries), except the cooperating country itself and the following: Albania, Andorra, Angola, Armenia, Austria, Australia, Azerbaijan, Bahamas, Bahrain, Belgium, Bosnia and Herzegovina, Bulgaria, Belarus, Canada, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Gabon, Georgia, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Italy, Japan, Kazakhstan, Kuwait, Kyrgyzstan, Latvia, Liechtenstein, Lithuania, Luxembourg, Macedonia*, Malta, Moldova, Monaco, Mongolia, Montenegro*, Netherlands, New Zealand, Norway, Poland, Portugal, Qatar, Romania, Russia, San Marino, Saudi Arabia, Serbia*, Singapore, Slovak Republic, Slovenia, South Africa, Spain, Sweden, Switzerland, Taiwan*, Tajikistan, Turkmenistan, Ukraine, United Arab Emirates, United Kingdom, Uzbekistan, and Vatican City.
- (e) Code 110 – Collective for New Independent States of the former Soviet Union.

* Has the status of a "Geopolitical Entity", rather than an independent country.

ATTACHMENT: ACRONYMS

ACT	Artemisinin-based Combination Therapy
BCC	Behavior Change Communication
CBOs	Community Based Organizations
CDC	Centers for Disease Control and Prevention
CMD	Community Medicine Distributors
CO	Contracting Officer
COP	Chief of Party
CSO	Civil Society Organizations
COTR	Contracting Officer’s Technical Representative
DHS	Demographic and Health Survey
FBO	Faith-Based organization
FY	Fiscal Year
GFATM	Global Fund to Fight AIDS, Tuberculosis, and Malaria
GOU	Government of Uganda
HBMF	Home Based Management of Fever
HSSP	Health Sector Strategic Plan
IDP	Internally Displaced Person
IEC	Information, Education and Communication
IPTp	Intermittent Preventive Treatment in pregnancy
IRS	Indoor Residual Spraying
ITN	Insecticide-Treated Net
JUMP	Joint Uganda Malaria Training Program
LLIN	Long Lasting Insecticide-treated Net
LOE	Level of Effort
MAAIF	Ministry of Agriculture, Animal Industry and Fisheries
M&E	Monitoring and Evaluation
MDGs	Millennium Development Goals
MOH	Ministry of Health
MOP	Malaria Operational Plan
MWLE	Ministry of Water, Lands and Environment
NBS	National Bureau of Standards
NDA	National Drug Authority
NEMA	National Environment Management Authority
NMCP	National Malaria Control Program
NUMAT	Northern Uganda Malaria, AIDS, and Tuberculosis Project
PEPFAR	President’s Emergency Plan for HIV/AIDS Relief
PERSUAP	Pesticide Evaluation Report and Safe Use Action Plan
PMI	President’s Malaria Initiative
PMP	Performance Management Plan
RBM	Roll Back Malaria
RFP	Request for Proposals
SEA	Supplementary Environmental Assessment
SP	Sulfadoxine-Pyrimethamine
UNICEF	United Nations Childrens’ Fund
USAID	United States Agency for International Development
USG	United States Government