

SECTION B – SUPPLIES OR SERVICES AND PRICE/COSTS

B.1 PURPOSE

The purpose of this program is to support implementation of integrated community case management for children under five for malaria, diarrhea, and pneumonia, and provide immunization and nutrition messages, by community-based organizations and community health workers, as detailed in Section C.

B.2 CONTRACT TYPE

This is a Cost Plus Fixed Fee completion task order. For the consideration set forth in the contract, the Contractor shall provide the deliverables or outputs described in Section C and comply with all contract requirements.

B.3 BUDGET

The Total Estimated Cost including Fixed Fee of this acquisition shall not exceed \$4,500,000.00

| | |
|---------------------------------|--------------|
| Direct Labor (including Fringe) | \$1, 527,008 |
| For Other Direct Costs | \$2,127,458 |
| *Indirect Costs/Overhead | \$726,832 |
| Fixed Fee | \$118,675 |

Cost Plus Fixed Fee Ceiling Price is \$4,500,000.00

**The Indirect costs are applied in accordance with the current NICRA and are subject to the ceilings stated in the IQC.*

a) The Total Estimated Cost of this acquisition is **\$4,381,325**. The fixed fee is **\$118,675**. The Total Cost Plus Fixed Fee Ceiling Price is **\$4,500,000**. The contractor will not be paid any sum in excess of the ceiling price of \$4,500,000.

b) Within the cost plus fixed fee ceiling price specified in B.3 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 \$1,500,000. The Contractor shall not exceed the aforesaid obligated amount.

c) Funds obligated hereunder are anticipated to be sufficient through July 29, 2010.

B.4 PAYMENT

The paying office is provided in section G.

END OF SECTION B

SECTION C: STATEMENT OF WORK

C.1. BACKGROUND

Benin Context: Benin has a population of approximately 8 million, 44 percent of whom are below the age of 15. Benin ranks 163 out of 177 countries on the United Nations Human Development Index. The per capita annual income is about \$510. With an annual growth rate of almost 3 percent, Benin's population will double in the next 24 years. The burgeoning population exerts a huge influence on demands for social services, including health and water. In these areas, Benin faces particular challenges due to entrenched poverty, low knowledge and health-seeking behavior, and persistent weaknesses in the management and delivery of health services.

The Ministry of Health (MOH) is committed to a significant and lasting reduction in child and maternal mortality. Over the past decade, the MOH has reorganized its structure through the creation of health zones or zones sanitaires (often called districts in other African countries). These zones are designed to facilitate decentralized planning and management, as well as to facilitate the efficiency of resource allocation and the rehabilitation of referral units. Each zone covers a population of 100,000 to 150,000 inhabitants. Through this reorganization, the MOH intends to reinforce and reorient current services, promote interventions for high-prevalence diseases, and ultimately promote the effective decentralization of health services. A wide variety of health facilities, pharmacies, and other services exist in the private sector, and most of these are situated in the urban centers. In addition, many religious institutions and some NGOs run hospitals or dispensaries, or provide training, health education, and other health services. It is estimated that the private/NGO/confessional sector actually provides at least 30 percent of health services in Benin. Overall, 19 percent of medical personnel work in the private sector, including approximately 37 percent of physicians, 16 percent of nurses, and 14 percent of nurse midwives.

Child Health in Benin: Although Benin is experiencing substantial declines in childhood mortality as reported in the DHS 2006, the infant and child mortality rates remain among the highest in coastal West Africa at 67 and 125 deaths per 1,000 live births mainly due to preventable childhood illnesses, especially malaria, acute respiratory infections, and diarrhea. These three illnesses account for 70 percent of visits to health centers and 65 percent of under-5 deaths. Malaria, followed by acute respiratory infections, diarrhea and anemia are the leading causes of mortality and morbidity in children under five. Malaria alone is estimated to be responsible for 41% of hospitalizations in children under-five years (MIS 2006). Care seeking and treatment of these major childhood illnesses remains poor. Only 36% of children with symptoms of ARI, 37% of children with symptoms of fever and 21% of children with diarrhea sought treatment from a health facility or a health care provider and only 23% of children under five with diarrhea received oral rehydration salts (ORS) (BDHS 2006).

The Government of Benin (GOB) views malaria control as a top priority for the development of the country. The NMCP has developed a five-year strategic plan (2006-2010) that builds on recent changes in the national malaria policy to include long-lasting ITNs (LLINs), rapid diagnostic tests (RDTs), artemisinin-based combination therapy (ACTs), and sulfadoxine-pyrimethamine (SP) for IPTp. The overall goal of the GOB is to reduce malaria morbidity and mortality by 50% by the year 2010. As part of the government's overall goal to reach the MDGs, the GOB has adopted a strategy to reduce infant and child mortality by increasing integrated IMCI coverage within the country. This strategy includes increasing IMCI coverage to all health zones by 2010; training public sector, private sector and community health care providers in the IMCI package (including nutrition) and supporting vitamin A supplementation every year.

USG Assistance: USG assistance supports an integrated family health program which addresses family planning, maternal and child health, infectious diseases, and HIV/AIDS. The USAID/Benin's Family Health program (2006-2011) includes two major activities: a five-year \$15.5 million integrated family health project, *Projet Intégré de Santé Familiale (PISAF)*, implemented in the central region of the country, and a five-year \$14 million social marketing and HIV/AIDS prevention project implemented nationally. USAID activities focus on 1) creating a supportive policy environment; 2) increasing access to quality services and products; and 3) increasing demand for health services and products. The maternal and child health services and products addressed through USAID activities include essential and emergency obstetric care (safe delivery through active management of the third stage of labor [AMTSL] and treatment of postpartum hemorrhage), essential newborn care, integrated management of childhood illnesses (IMCI), immunization (including polio), surveillance, and prevention and treatment of diarrhea with oral rehydration therapy and zinc.

USAID focuses on strengthening the health system's ability to provide evidence-based family health services that meet the needs of communities and families and to help communities become more active participants in their own health and in the health system. The approach relies on a multipronged strategy to strengthen health care service systems by working in partnership with Benin's MOH and collaborating organizations to strengthen effective planning, financial, and human resource management for health zones; strengthen local capacity for decentralized management, community mobilization, and behavioral change communication; expand group insurance programs (*Mutuelles de Sante*); increase availability of health services and products and establish community-based service provisions; strengthen health worker competencies in critical clinical areas by monitoring performance through facilitative supervision and reviewing outcomes; and implement community mobilization and behavior change communication

MCH activities in Benin are in a position to be further strengthened given that Benin is now a focus country under two new initiatives: the President's Malaria Initiative and the MCH Initiative.

President's Malaria Initiative: In June 2005, the United States Government (USG) announced a new five-year, \$1.2 billion Initiative to rapidly scale up malaria prevention and treatment interventions in 15 high-burden countries in sub-Saharan Africa. Benin was announced as a PMI focus country in December 2006 and began receiving PMI funding in FY2008. The goal of the President's Malaria Initiative (PMI) is to reduce malaria-related mortality by 50 percent after three years of full implementation in each country. This will be achieved by reaching 85 percent coverage of the most vulnerable groups - children under five years of age and pregnant women - with proven preventive and therapeutic interventions, including ACTs, ITNs, IPTp, and indoor residual spraying with insecticides (IRS).

By the end of 2010, PMI will assist the PMI focus countries to achieve the following targets in populations at risk for malaria:

- More than 90% of households with a pregnant woman and/or children under five will own at least one ITN;
- 85% of children under five will have slept under an ITN the previous night;
- 85% of pregnant women will have slept under an ITN the previous night;
- 85% of houses in geographic areas targeted for IRS will have been sprayed;
- 85% of pregnant women and children under five will have slept under an ITN the previous night or in a house that has been sprayed with IRS in the last 6 months;
- 85% of women who have completed a pregnancy in the last two years will have received two or more doses of IPTp during that pregnancy;
- 85% of government health facilities have ACTs available for treatment of uncomplicated malaria; and
- 85% of children under five with suspected malaria will have received treatment with an ACT within 24 hours of onset of their symptoms.

MCH Initiative: Benin has been selected as a focus country for the new Maternal and Child Health Initiative. The FY 2008 Appropriation passed by Congress and signed by the President provides USAID with an increase of \$90 million dollars of CSH funds for MCH. Focus countries were selected based on:

- high magnitude (number) and severity (rates) of maternal and child deaths
- commitment of the host country government
- capacity of the USAID mission and the country to manage and program MCH resources
- opportunity to interact synergistically with other resources, including
 - other USG investments such as Title II, the Presidential Malaria Initiative, the Presidential Emergency Plan for AIDS Relief (PEPFAR), and OFDA programs
- Investments of other multilateral agencies, donors, the Global Funds, and other international partners

This initiative aims to achieve and sustain the greatest possible reduction of maternal and child mortality and malnutrition through programs that:

- focus on maternal, newborn, and child mortality reduction
- identify & scale up high impact interventions most relevant to the country
- strengthen health systems & human capacity to support and sustain improved MCH outcomes
- support the most effective approaches to deliver key interventions
- link water and sanitation investments to improved women’s and children’s health
- complement other USG, donor, and host country resources, and
- in post-conflict settings, implement tailored programs that extend basic services as quickly as possible while rebuilding the foundations of health systems.

By 2013, the initiative aims to support achievement of:

- average reductions of both under-five and maternal mortality rates by 25% in 30 high mortality burden countries,
- average reductions of child malnutrition by 15% in at least 10 of these countries, and
- address the human resources crisis by increasing by at least 100,000 the number of functional (trained, equipped, and supervised) health workers & volunteers serving at primary care & community levels

These efforts are coordinated with other national and international partners, including WHO, UNICEF, the Global Fund, RBM, the World Bank Booster Program, and nongovernmental and private sectors, to ensure complementary investments and achievement of the health MDGs.

C.2. SCOPE OF WORK

Overall Program Objectives

As an integral part of the above initiatives and as a complement to ongoing MCH activities, USAID intends to strengthen key components of its MCH program by focusing on community level actions as follows. Activities under this scope of work will be implemented in the following 5 Health Zones in 3 selected Departments:

| Departments | Health Zones |
|--------------------|--------------------------|
| Alibori | - Kandi-Ségbana-Gogounou |
| | - Banikoara |

| | | |
|--------|---|-----------------|
| Donga | - | Ouaké-Copargo |
| | - | Djougou-Bassila |
| Borgou | - | Tchaourou |

Overall activities will include:

- Support implementation of integrated community case management for children under five for malaria (with ACTs), diarrhea (ORS plus zinc) and pneumonia, with vaccination and nutrition messages, by community health workers (CHWs), including training and supervising CHWs, engaging and strengthening the capacity of existing community-based structures, and developing effective supervisory and commodity supply systems, among others;
- Support the distribution of LLINs to pregnant women through CHWs;
- Improve ANC attendance and uptake of IPTp1, IPTp2 and tetanus toxoid by pregnant women through IEC/BCC efforts of CHWs; and
- Support the development and implementation of culturally-appropriate and community-based IEC/BCC strategies.

Program Activities and Outcomes

Program activities are expected to include the following three components:

(1) NGO Grants for Community Case Management (CCM)

The purpose of this component is to significantly increase the number of ill children correctly treated at the community level. Under this component, the contractor will award and administer sub-grants to approximately five existing community-based organizations focused on health (including NGOs, CBOs, and FBOs) in the 5 selected Health Zones, in accordance with Automated Directive Systems (ADS) 303 and the clause of this task order entitled “Grants Under Contracts.” These organizations will be responsible for implementation of CCM activities in close collaboration with the MOH. The contractor will be responsible for monitoring grantees’ financial and program activities and providing technical assistance to the grantees to ensure that the overall program objectives are met. The contractor will also provide ongoing mentorship for awardees on organizational development.

The grant award process will start with the joint development of terms of reference (TOR) by the MOH, USAID, and the contractor to ensure that grants awarded meet technical and policy needs, and can be incorporated and held accountable within the Departments’ annual work plans. Grantees and Department teams will be jointly responsible for ensuring this integration. The contractor will develop an implementation framework to ensure a common understanding of program goals, objectives and deliverables, an evidence-based technical approach for community case management interventions and activities, and mechanisms for clear accountability.

An initial orientation meeting/workshop will be organized for all grantees, and regular progress meetings with NGO grantees, national and zonal representatives from the Directorate of Family Health and the National Malaria Control Program, and Department teams will be held throughout the life of the grants to ensure accountability and collaboration to reach maximal coverage (i.e. vulnerable populations in remote, rural parts of Benin) and integration with other USG initiatives or USG-funded activities.

Activities under this component should include capacity building for the community-based organizations, CHWs and volunteers as well as mechanisms for effective BCC (such as regular meetings/events with local and community leaders, or CBO/FBO constituencies to raise awareness around prompt careseeking and treatment). Grant proposals will be required to include a clear and sustainable strategy for how CHWs

will be motivated to limit attrition over time. In addition, as part of integrated CCM, treatment of diarrheal disease will be promoted and revitalized through the introduction of zinc at both the health facility and community levels. Zinc is already available through the private sector. Cases of malaria in children under five will be treated with artemisinin-based combination therapy (ACT). Promotion and support for community-based treatment of acute respiratory infections among children under five years of age will be done in collaboration with the MOH (Directorate of Family Health) and donors such as UNICEF and the World Health Organization as well as international NGOs.

The contractor should ensure that all grantees are using state-of-the-art, culturally appropriate, MOH approved materials and should also assist grantees to develop a common set of core child health indicators that can be used to measure progress across all sites and that are consistent with both USAID and MOH/NMCP indicators.

In the first year of the task order, each individual grant shall not exceed \$50,000; individual grant amounts may increase in the second year of the task order as the capacity of local NGOs/FBOs to manage larger grants is strengthened. Prior to solicitation, USAID shall approve the Contractor's grants manual. In their proposals, grantees shall identify the community case management interventions the grant will address, what approaches will be applied, what outcomes are expected and how these will be monitored and reported.

Results

1. Strengthened capacity of individuals, families, communities and health workers to identify the signs and symptoms of malaria and to understand the importance of prompt treatment of malaria;
2. Improve CHWs knowledge and understanding of community case management;
3. Increase community awareness of consistent and proper use of LLINs;
4. Improved case management of diarrhea/ARI/malaria through community based approaches.

Indicators

The contractor will be responsible for ensuring that the program achieves a goal of at least 85% coverage during the first two years of the task order for the following indicators:

1. Percentage of children <5 years of age with presumed malaria and seen by a CHW, who are treated according to Benin's policy for community level case management (presumed malaria is presence of fever where no other causes of fever are present)
2. Percentage of children < 5 years of age with diarrhea and seen by a CHW, who receive ORT.
3. Percentage of CHWs who receive in-person supportive supervision at least once every month

In addition, the contractor will be responsible for reporting on the following standard USAID indicators:

1. Number of people trained with USG funds in malaria treatment or prevention
2. Number of cases of child diarrhea treated in USAID-assisted programs
3. Number of USG-assisted service delivery points experiencing stock outs of specific tracer drugs
4. Number of people trained with USG funds in malaria treatment or prevention
5. Number of people trained in child health and nutrition through USG-supported health area programs
6. Number of cases of child pneumonia treated with antibiotics by trained facility or community health workers in USG-supported programs

The contractor will propose additional indicators (where appropriate) for this component in their proposal. These indicators will be included in the quarterly and annual performance monitoring report.

Illustrative activities in support of an NGO/FBO grants program to implement community case management activities:

- Train NGO staff/CHWs on new community case management protocols;
- Conduct organizational capacity building activities for grantees;
- Harmonize/develop an integrated IEC/BCC package, including a social mobilization strategy for CCM;
- Ensure drug and LLIN supply logistics are in place with partners at the national and departmental levels;
- Develop effective sustainable monitoring and supervisory systems including tools to oversee, reinforce, and support CHW activities and the CCM program;
- Disseminate lessons learned with MOH and partners to promote scaling up at the national level; and
- Process and award individual grants to local NGOs to:
 - train and supervise CHWs to
 - clinically diagnose and appropriately treat simple malaria, diarrhea and pneumonia in children under 5 according to country policy for case management at community level;
 - recognize signs of severe childhood illnesses and refer and provide follow-up as appropriate;
 - recognize ARI signs in households in order to refer suspicious cases of children under five of age to health facilities for treatment;
 - provide messages to the population in general on appropriate and consistent use of LLINs
 - encourage pregnant women to attend ANC clinics early to receive protective treatment for malaria
 - implement CCM activities
 - implement community-based distribution of LLINs to pregnant women, particularly in areas where net ownership and usage by pregnant women is low and with low access to health services (still in discussion with PNLP)
 - conduct IEC/BCC activities.

(2) Technical Assistance for developing Integrated Community Case Management approaches and tools with the MOH

The purpose of this component is to provide technical assistance to the GOB and to grantees in the implementation of integrated community case management. The contractor, in close collaboration with MOH and partners, will work to develop common approaches and tools for CCM of malaria, diarrheal disease, and ARI. The contractor will also work closely with grantees to ensure that implemented activities are in line with GOB policy and approaches.

Results

1. Development of common community level approaches and tools for CCM of malaria, diarrheal disease, and ARI
2. Development and/or refinement of IEC/BCC strategies and materials in support of community case management of malaria, diarrheal disease, and ARI
3. Strengthened capacity for GOB and NGO grantees to implement integrated community case management

Indicators

The contractor will be responsible for reporting against the following USAID standard indicator:

1. Number of improvements to laws, policies, regulations or guidelines related to improved access to and use of health services drafted with USG support

The contractor will propose additional indicators (where appropriate) for this component in their proposal. These indicators will be included in the quarterly and annual performance monitoring report.

Illustrative Activities:

- Facilitate the development of a child health committee composed of the MOH and partners, and work through the committee to develop common approaches and tools for CCM;
- Review existing policies and directives and work with the MoH to develop and adopt policies and guidelines for community-based management of ARI;
- Ultimately and to the extent possible, work with the MOH to explore ways to progressively introduce distribution of cotrimoxazole for ARI treatment at the community level;
- Work closely with the GOB, NGO grantees and partners (e.g. other USAID implementing partners, WHO, UNICEF and others) to develop or refine IEC/BCC strategies, including approaches for community mobilization and job aides for CHWs, to ensure that messages are harmonized and communities receive consistent messages.

(3) Strengthen links between the community, CHWs and their respective health facility

The purpose of this component is to strengthen the link between the community, the community health worker and their respective health facility. Community health workers working in the community can be linked to community-based organizations or directly to the health facility. In either case, CHWs should receive standard training, supervision, and guidance. This coordination, support and oversight role should be played by the health facility. The contractor should work with the MoH and facility staff to develop and establish sustainable supervision, coordination and support systems.

Results

1. Strengthened capacity of individuals, families, communities and health workers to identify the signs and symptoms of malaria, diarrheal disease and ARI and to understand the importance of prompt treatment of malaria, diarrheal disease and ARI;
2. Improve CHWs knowledge and understanding of community case management;
3. Development of supportive supervision approaches and tools between the health facility and community health workers.

Indicators

1. Number of people trained with USG funds in malaria treatment or prevention
2. Number of cases of child diarrhea treated in USAID-assisted programs
3. Percentage of children <5 years of age with presumed malaria and seen by a CHW, who are treated according to Benin's policy for community level case management (presumed malaria is presence of fever where no other causes of fever are present)
4. Percentage of children < 5 years of age with diarrhea and seen by a CHW, who receive ORT.
5. Percentage of CHWs who receive in-person supportive supervision at least once every month

6. Number of people trained with USG funds in malaria treatment or prevention
7. Number of cases of child diarrhea treated in USAID-assisted programs
8. Number of USG-assisted service delivery points experiencing stock outs of specific tracer drugs
9. Number of people trained with USG funds in malaria treatment or prevention
10. Number of people trained in child health and nutrition through USG-supported health area programs
11. Number of cases of child pneumonia treated with antibiotics by trained facility or community health workers in USG-supported programs

In addition to the above standard USAID indicators, the contractor will propose additional indicators (where appropriate) for this component in their proposal. These indicators will be included in the quarterly and annual performance monitoring report.

Illustrative activities:

To strengthen the link between the health facility and the communities, the contractor will work closely with the GOB, NGO grantees and health facilities to:

- Strengthen integrated CHW training materials with a focus on prevention and treatment of childhood illnesses and malaria in pregnancy.
- Develop effective and sustainable supervisory systems including tools to oversee, reinforce, and support CHW activities.
- Develop effective interventions or innovative solutions to maintain high motivation and low attrition among CHWs.
- Develop reliable and sustainable commodity supply systems to support CHW activities.
- Establish or refine a simple reporting system for CHWs that can be used to track the treatments, referrals and any follow-up actions.

C.3 SPECIAL CONSIDERATIONS

1. Cultural and Regional Considerations. Benin is a complex and culturally rich country, all of which can impact the successful implementation of programs. The Contractor is expected to demonstrate sensitivity and flexibility when taking into account the different provinces and their cultures, population size, geographical makeup and general ways of doing business. Activities and approaches must be properly tailored to meet these challenges.

2. Role of the GOB and Local Governments. USAID/Benin seeks to support the Benin Ministry of Health’s goals of providing accessible and affordable health care for all. Support and commitment from the MOH is essential to the success of this program and the Contractor shall develop and maintain collaborative relationships to ensure ownership and support throughout all phases of program planning, implementation and monitoring and evaluation. The program should encourage linkages with local governments, the private sector and civil society groups and communities. In addition, it will be especially important to ensure that the contractor does not create parallel systems of training and supervision for these CHWs. All activities must be implemented in close collaboration with the relevant NMCP and health facility staff. Building local ownership and increasing demand for relevant services are especially important to ensure program sustainability, equity, and community empowerment and involvement. Also, building effective partnerships with local groups is important to ensure an authentic, culturally appropriate, indigenous response to malaria and other child illnesses. Programs should demonstrate how they plan to involve an array of community stakeholders in identifying needs and developing effective program strategies. Participatory approaches are also needed to ensure that all appropriate community actors are engaged in program development and implementation.

3. Coordination. The Contractor shall ensure that program interventions are carefully coordinated and linked with local organizations, other USAID partners' and donors' activities focused on systems strengthening to leverage the investment and resources where and when appropriate and to prevent duplication of efforts. All activities must be implemented in close collaboration with the relevant NMCP and health facility staff. The contractor is expected to work closely with other USAID-funded partners in Benin to ensure that there is a unified, consistent, and technically-sound approach to community-based child health.
4. Building Human Resources and Sustainability. The Contractor shall implement measures to develop competencies for decision-making among an increased number of Benin counterparts at all levels to develop long-term sustainability.
5. Gender. Differences in women's and men's roles and responsibilities and gender inequities in access to resources, information and power are reflected in gender differences and inequalities in their vulnerability to illness; health status; access to prevention and curative measures; burdens of ill health and quality of care. The Contractor shall take into consideration the impact of gender and ensure that equity concerns will be an integral element of all program activities. Appropriate internal and external management structures and personnel processes are required to demonstrate that gender issues are incorporated into all program interventions.
6. Development Alliances. USAID strongly encourages public-private alliances in implementing its programs, as illustrated in USAID's Global Development Alliance. In order to achieve the "*Increased use of improved behaviors and services,*" there is need for greater involvement of private sector and civil society in the delivery of health care services. The contractor is encouraged to look for opportunities for public private partnerships.
7. Collaboration with Partners. Due to the many local languages in Benin, local NGO/CBO partners with a health portfolio will be required for program implementation. These NGOs/CBOs should already be present or be willing to develop a program in the geographical areas selected. Since Benin is a Global Fund Round 7 malaria grant recipient, the contractor will maintain an open dialogue with the Global Fund to closely coordinate activities with the NGO Consortium of Global Fund grantees (Catholic Relief Services, Africare, Plan Benin, Medical Care Development International). Since Benin is also a Malaria Booster country, the contractor will also work closely with the World Bank malaria program. The contractor will build upon the work that USAID collaborating agencies, Africare, Plan International and UNICEF are doing on a community-based package of health services. To the extent possible, the contractor should seek and encourage collaboration with Peace Corps Volunteers in those areas where they are assisting communities. Such collaboration will mostly be related to education and use of LLINs to prevent malaria in communities.

C.4. ENVIRONMENTAL DETERMINATION

1 a) 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.

Offeror's environmental compliance obligations under these regulations and procedures are specified in the following paragraphs of this RFTOP.

1 b) In addition to USAID regulations, 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.

1 c) No activity funded under this task order 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.”)

1 d) As part of its initial Work Plan, and all Annual Work Plans thereafter, the contractor, in collaboration with the USAID Contracting Officer Technical Representative 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.

1 e) 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.

1 f) 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.

END OF SECTION C

SECTION D – PACKAGING AND MARKING

D.1 AIDAR 752.7009 MARKING (JAN 1993)

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

(b) Specific guidance on marking requirements shall 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 shall be retained by the Contractor.

D.2 BRANDING

Contractor's Branding Strategy and Marking Plan dated June 1, 2009, included in Partnership For Child Health Care, Inc. (PCHC) Final Revised Proposal dated July 8, 2009 is approved and will remain in effect until amended or otherwise rescinded by the Task Order Contracting Officer.

Refer to ADS 320 (<http://www.usaid.gov/policy/ads/300/>), specifically ADS 320.3.2.2 and 320.3.2.3, for more information. The Contractor shall comply with the requirements of the USAID "Graphic Standards Manual" available at www.usaid.gov/branding, or any successor branding policy.

END OF SECTION D

SECTION E - INSPECTION AND ACCEPTANCE

E.1 TASK ORDER PERFORMANCE EVALUATION

Task order performance evaluation shall be performed in accordance with the Basic Support for Institutionalizing Child Survival (BASICS) IQC as specified in Section E.3.

END OF SECTION E

SECTION F – DELIVERIES OR PERFORMANCE

F.1 PERIOD OF PERFORMANCE

The estimated period of performance for this task order is three years (03) from o/a July 30, 2009 through o/a July 29, 2012.

F.2. DELIVERABLES

See Section C for full information and definitive listing. All of the evaluation findings, conclusions, and recommendations shall be documented in the Final Report. All written deliverables shall also be submitted electronically to the TOCOTR. Bound/color printed deliverables may also be required, as directed by the COTR.

F.3 TECHNICAL DIRECTION AND DESIGNATION OF RESPONSIBLE USAID OFFICIALS

(Lawrence Bogus RCO in Ghana)
Regional Contracting Officer
Phone: +233-21-741-434
Fax: 233-21-741-365
E-mail: lbogus@usaid.gov

The Task Order Contracting Officer Technical Representative, herein after referred to as TOCOTR is designated separately in the attached letter.

The TOCOTR address is:
USAID/Benin
Rue Caporal Anani Bernard
c/o American Embassy
01 BP 2012
Phone: (+229) 21-30-05-00

F.4 PLACE OF PERFORMANCE

The place of performance under this Task Order is Benin.

F.5 AUTHORIZED WORK DAY / WEEK

The contractor employees and consultant are authorized up to 5-day workweek with no overtime or premium pay under this Task Order.

F.6 DELIVERABLES AND REPORTING REQUIREMENTS

In addition to the requirements set forth for submission of reports in Sections I and J, and in accordance with AIDAR clause 752.242-70, Periodic Progress Reports, the Contractor shall submit reports, deliverables or outputs as further described below to the TOCOTR (referenced in Sections F.3 and G). All reports and other deliverables shall be in the provided in both English and French, unless otherwise specified by the TOCOTR.

F.7 REPORTING REQUIREMENTS

The Contractor will adhere to requirements listed below. Reports will be submitted by the due date for approval by the USAID/BENIN TOCOTR. Reports requiring review and clearances, when necessary, are listed under each requirement. The exact format for preparation and expected content of all reports will be jointly determined between the Contractor and the TOCOTR prior to submission.

The Contractor shall provide timely responses to all requests pertaining to the annual submission of the newly instituted joint USAID and State Department Operational Plan, and subsequent semi- and annual reports.

1. Quarterly Financial Reports

The Contractor shall submit to USAID, through the TOCOTR, an electronic copy of the quarterly financial report that specifically includes line item budgets, expenditures and accruals and a pipeline (balance remaining). This report shall be submitted to the TOCOTR no less than 15 days after the end of each (USAID) fiscal year quarter through the life of the project.

2. Performance Management Reports

The Contractor shall submit reports to the USAID TOCOTR as described below. The exact format for preparation of all reports shall be proposed by the Contractor and concurred by the TOCOTR.

a) Award Monitoring Plan (2 hard copies + electronic copy).

Sixty days after award, the Contractor, in consultation with USAID, shall submit the final version of the performance monitoring plan (PMP) for the project, including final selection of indicators, baseline data needs and establishment of program targets. This will be the finalization of the draft PMP version submitted with the RFTOP. In addition to internal project impact and monitoring indicators for the Contractor's use, USAID may require the collection of data on a set of core indicators to be finalized during PMP development.

b) Annual Implementation Plan (2 hard copies + electronic copy).

The first implementation plan is due two (2) months after the contract is awarded. The second and third annual implementation plans are due in month 13 and 26 respectively of the activity. The first annual implementation plan will cover the 12 month period following mobilization. The implementation plan shall serve as a guide to program implementation, a demonstration of links between activities, strategic objectives and intended results, a basis for budget estimates and the foundation for the monitoring and evaluation plan. The implementation plan shall be organized to clearly link activities to the expected results. The implementation plan shall be jointly determined by the Contractor and the TOCOTR and in consultation with the GOB. Implementation plan budgets shall delineate an overall budget and the budget per activity in the Development Focused Budgeting (DFB) format.

The implementation plan, at a minimum, shall include:

- Brief situation analysis in the context of what other donors and implementing partners and host-country governments are contributing.
- Life-of-program results.
- Milestones (or benchmarks) toward achieving those results over the duration of the program.
- Development Focused Budget (DFB).
- Timeline.

3. Quarterly Narrative Performance Reports (2 hard copies + electronic copy).

Contractor shall submit three hard copies and one electronic of Quarterly performance monitoring reports to the COTR within 30 days of the end of each (USAID) fiscal quarter. Reports should be submitted in French and English versions and briefly document actual accomplishments toward the program objectives, intermediate results and milestones, including conformance with environmental guidelines. In addition, French version of the report should be submitted to the following Ministry of Health entities:

- The Secretary General
- The National Malaria Control Program (NMCP)
- The Directorate of Family Health

The last performance monitoring report of the year shall include a summation of the results and progress toward results made during that year as well as a presentation of accomplishments and constraints during the last quarter. Key indicators shall be tracked against pre-defined targets and reported in table or graph format as agreed upon by the COTR. The reports must also include the following:

- Explanation of quantifiable outputs, if appropriate and applicable;
- Reasons why established goals were not met, if appropriate;
- Analysis and explanation of any cost overruns or high unit costs. (Contractors must immediately notify USAID of developments that have a significant impact on award-supported activities).

Notification must be provided to the TOCOTR in a timely manner in the case of problems, delays, or adverse conditions which materially impair the ability to meet the objectives of the award. These notifications must include a statement of the action taken or contemplated, and any assistance needed to resolve the situation.

4. Final Report (3 hard copies + electronic copy).

The Contractor shall submit three (3) hard copies and one electronic of a final report 90 days after the completion date of this Contract which includes:

- an executive summary of the Contractor's accomplishments in achieving results and conclusions about areas in need of future assistance;
- an overall description of the Contractor's activities and attainment of results during the life of the Contract;
- significance of these activities;
- important research findings, if any;
- recommendations; and
- a fiscal report that describes how the Contractor's funds were used.

F.8 AIDAR 752.7005 SUBMISSION REQUIREMENTS FOR DEVELOPMENT EXPERIENCE DOCUMENTS (JAN 2004) (AAPD 04-06)

The Contractor shall submit an original and two copies of the final report to the TOCOTR and one copy to the USAID Development Experience Clearinghouse: E-mail (the preferred means of submission) is: docsu@dec.cdie.org. The mailing address via U.S. Postal Service is: Development Experience Clearinghouse, 8403 Colesville Road, Suite 21 0, Silver Spring, MD 20910.

(a) Contract Reports and Information/Intellectual Products.

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

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

(b) Submission requirements.

(1) Distribution.

(i) At the same time submission is made to the 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:

(A) Via E-mail: docsubmit@dec.cdie.org;

(B) Via U.S. Postal Service: Development Experience Clearinghouse, 8403 Colesville Road, Suite 210, Silver Spring, MD 20910, USA;

(C) Via Fax: (301) 588-7787; or

(D) Online: <http://www.dec.org/index.cfm?fuseaction=docSubmit.home>

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

(2) Format.

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

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

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

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

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

(A) Name and version of the application software used to create the file, e.g., MSWord6.0 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.

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

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

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

(i) Contractor name.

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

(iii) Agreement number(s).

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

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

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

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

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

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

(c) Definitions. For purposes of this clause:

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

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

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

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

(d) Where. Submit the reports to:
USAID/Benin, Office of Financial Management (OFM)
01 B.P 2012 Cotonou - Benin

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

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

END OF SECTION F

SECTION G – TASK ORDER ADMINISTRATION DATA

G.1 CONTRACTING OFFICER'S AUTHORITY

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

G.2 TECHNICAL DIRECTION

The USAID Benin Family Health Team (FHT) shall provide technical oversight to the Contractor through the designated TOCOTR. The task order Contracting Officer (TOCO) shall issue a letter appointing the TOCOTR for the task order and provide a copy of the designation letter to the contractor.

G.3 ACCEPTANCE AND APPROVAL

In order to receive payment, all deliverables must be accepted and approved by the TOCOTR.

G.4 INVOICES

One (1) original of each invoice shall be submitted on an SF-1034 Public Voucher for Purchases and Services Other Than Personal to the Controller Office, USAID/Benin Office of Financial Management and a copy to the TOCOTR.

Claims for reimbursement or payment under this Purchase Order/Contract must be submitted to the Controller's Office. The Contractor must submit the SF-1034 Public Voucher for Purchases and Services Other Than Personal and SF-1034A continuation, if necessary, attached. Each voucher shall be identified by:

- (a) Name of the vendor/contractor;
- (b) Date and invoice number;
- (c) USAID Purchase Order/Contract number;
- (d) Description, price, quantity, period of goods and services rendered;
- (e) Contact name, telephone and fax number;
- (f) Other substantiating documentation or information required by the Purchase Order/Contract. Original invoice is required.

Invoice with required supporting documents may be submitted either through paper or electronic in a Portable Document File (PDF) format through an electronic mailbox. Electronic submission (PDF format) are encouraged and do not require subsequent transmittal of original paper invoice. The SF-1034 must be signed, and it must be submitted along with the invoice and any other documentation in Adobe. If submitting invoices electronically, please request a confirmation of receipt from the COTR and the Office of Financial Management.

Paper Invoices shall be sent to the following address:

USAID/Benin
 Office of Financial Management (OFM)
 Rue Caporal Ananni
 01 B.P. 2012
 PHONE: 229-21-30-05-00
 COTONOU, BENIN
 Attention: Controller

G.5 APPROPRIATION DATA

Request Number: MAARD-680-229-3-90005

| BBFY | Fund | Program Element | Program Area | Program Element | SOC | Distribution | Net Amount |
|-------------|-------------|------------------------|---------------------|------------------------|------------|------------------------|-----------------------|
| 2008 | 2009 | GH-C | A11 | A052 | 410100 | 680-M | \$400,000.00 |
| 2008 | 2009 | GH-C | A11 | A049 | 410100 | 680-M | \$1,100,000.00 |
| | | | | | | Total Obligated | \$1,500,000.00 |

Total Cost Plus Fixed Fee Ceiling Price: \$4,500,000.00

Total Obligated Amount: \$1,500,000.00

END OF SECTION G

SECTION H – SPECIAL TASK ORDER REQUIREMENTS

H.1 KEY PERSONNEL

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

| NAME | TITLE |
|----------------|---|
| Alioune Ayaba | Chief of Party; |
| Alioune Camara | Director of Administration and Financial Management |
| Albert Togbe | Grants Manager |

Additional personnel will include Technical Advisors with experience in multiple aspects of child health and malaria.

Required qualifications and functions for Key Personnel include the following:

1. Chief of Party (COP)

The COP shall be responsible for the overall management and implementation of the program and report directly to the designated USAID COTR. S/he shall supervise project implementation, serve as the principal interlocutor with USAID and the GOB and ensure the program meets stated goals and reporting requirements. S/he shall have diplomatic and interpersonal skills to ensure internal coherence amongst diverse team members as well as relations with government officials, donors and the international community. The COP shall possess advanced English and French communication (oral and written) skills. The COP shall be in-country two weeks after the task order is signed. The Chief of Party serves as the representative of the program and will be the point of contact in Benin for all purposes of this project.

2. Director of Administration and Financial Management

Administration and Financial Management shall be responsible for overseeing the administrative and financial management and accountability requirement of the program. He/She shall have the ability to manage the finances of a program in an international non-governmental organization. The Director of Administration and Financial Management will also have experience with ensuring transparent and timely financial management decisions. Shall possess advanced English and French communication (oral and written) skills.

3. Grants Manager

Under the direct supervision of the Chief of Party, and working closely with the project's Director of Administration and Financial Management and technical advisors, the Grants Manager will be responsible for managing the contractors grants portfolio in accordance with USAID procedures. Shall possess advanced English and French communication (oral and written) skills. The Grants Manager will participate in evaluating grant proposals and budgets and assist applicants in refining them. In addition, s/he will monitor on an on-going basis, the performance of grantees with respect to the activities, reporting deliverables and milestone agreed upon in their funding proposal.

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

H.2 – AUTHORIZED GEOGRAPHIC CODE

The authorized geographic code for procurement of goods and services under this award is 000 (United States). However, local procurement in the cooperating country is authorized within the parameters specified 22 CFR 228.40, “Local Procurement.”

H.3 LANGUAGE REQUIREMENTS

All deliverables shall be produced in English and French unless otherwise directed by the COTR. Ability to hire French and local language expertise are required when necessary for the completion of field support tasks.

H.4 GOVERNMENT FURNISHED FACILITIES OR PROPERTY

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

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

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

H.5 CONFIDENTIALITY AND OWNERSHIP OF INTELLECTUAL PROPERTY

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

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

The Contractor shall be responsible for all technical advisors, administrative and program support, as well as the logistics required in the United States and overseas to fulfill the requirements of this task order. Logistic arrangements shall include all travel arrangements, appointment scheduling, secretarial services, report preparations services, printing, and duplicating.

H.7 ADDITIONAL ORGANIZATIONAL CONSIDERATIONS

H.7.1. The Contractor shall provide office space for all program staff, but should also seek to co-locate with government or non-governmental partners in the district offices. The staffing pattern proposed for non-key staff should describe how additional expertise and skill mix might be obtained while attending to the necessity of cost containment and avoiding unnecessary staffing.

H.7.2. The Contractor shall ensure that all project staff create and maintain effective working relationships with the communities and district health management teams and zones, USAID and other donor organizations; and work in a collaborative and inclusive team oriented manner. USAID places a high value on the Contractor's ability to develop partnerships and promote teamwork and on its responsiveness to the varied needs of the Mission.

H.7.3 - APPROVALS OF SALARIES

The salaries for the following individuals are hereby approved as reflected in the Contractor's budget Proposal revisions dated July 23, 2009 and accepted by USAID:

Alioune Ayaba
Alioune Camara
Albert Togbe
Andre Houtoukpe
Otchaileo Gandaho
Dr. Ciro Franco

H.7.4. Technical Direction and Coordination:

The task order shall be managed in-country. The prime Contractor's home office shall provide managerial oversight and administrative backstopping, and technical assistance as needed. The Mission TOCOTR is responsible for all day to day management oversight and technical direction. The TOCOTR will provide technical direction during performance of this Task Order as specified in the TOCOTR designation letter. The Contractor shall meet regularly, on a schedule to be mutually agreed upon, with the TOCOTR or his/her designate to review the status of activities.

H.8 INFORMATION TECHNOLOGY REQUIREMENT

The Contractor shall comply with the requirements contained in ADS 548 which require review and approval by the Office of Information Resource Management (M/IRM) in USAID/W of information technology components in which the life-cycle cost of commodities or services (e.g., installation, maintenance, and technical assistance) exceeds \$100,000.

H.9 MANAGEMENT OF INFORMATION TECHNOLOGY RESOURCES

Pursuant to ADS 547, Information Technology (IT) is defined as follows:

Information Technology

(A) The term 'information technology', with respect to an executive agency means any equipment or interconnected system or subsystem of equipment, that is used in the automatic acquisition, storage,

manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information by the executive agency. For purposes of the preceding sentence, equipment is used by an executive agency if the equipment is used by the executive agency directly or is used by a contractor under a contract with the executive agency which:

(1) requires the use of such equipment, or

(2) requires the use, to a significant extent, of such equipment in the performance of a service or the furnishing of a product.

(B) The term 'information technology' includes computers, ancillary equipment, software, firmware and similar procedures, services (including support services), and related resources.

(C) Notwithstanding subparagraphs (A) and (B), the term 'information technology' does not include any equipment that is acquired by a Federal contractor incidental to a Federal contract. (Source: Clinger-Cohen Act) (Chapters 541-548, 552)

(1) The Contractor shall maintain accountable property records of IT resources. These records must identify each accountable item of U.S. Government-funded property acquired or furnished under the contract in a format acceptable to the Contracting Officer and must be furnished to the Contracting Officer six months after the effective date of the contract or task order and thereafter annually based on the effective date of the contract.

(2) In the event any IT resources are lost, stolen, destroyed or damaged beyond economical repair, the Contractor must promptly notify both the CTO and the Contracting Officer.

(3) As part of the Property Disposition Plan, the Contractor will provide a separate and final inventory of IT resources. After consultation with the CTO and the USAID Office of Information Resource Management, the Contracting Officer will provide disposition instructions to the Contractor. The Contractor shall provide a final report to the CTO and Contracting Officer on the final disposition of all IT resources.

H.10 CONSENT TO SUB-CONTRACT

Pursuant to the clause of the basic Contract, entitled "Sub-Contract" (FAR 52.244-2), the Contracting Officer consent is hereby provided for the placement of the following subcontracts for professional/technical services:

Academic for Educational Development
Management Sciences for Health, Inc.

Additional subcontracts will require consent in accordance with the referred clause during administration.

H.11 GRANTS UNDER CONTRACT

Before proceeding with the issuance of a Grant under this task order, the contractor must ensure the following:

1. The grantee does not appear on the "List of Parties Excluded from Federal Procurement and Non-Procurement Programs"; is not a "public international organization", any governmental organization or is affiliated with the Contractor or any of its directors, officers or employees.

2. The Grant follows all requirements of USAID's Automated Directives System 303, as amended, on grant making and administration, except as modified by this Agreement or as approved through a specific written deviation granted by the Task Order Contracting Officer. Furthermore, the Contractor agrees that it shall be responsible, prior to awarding each grant, to ensure that any applicable regulatory, policy or procedural changes disseminated through Acquisition & Assistance Policy Directives or any similar notice available on the Agency's public web site are included in all grants awarded after the effective date of such changes.

3. Each grant awarded by the Contractor on behalf of USAID under this contract must satisfy the criteria listed in ADS 302.3.4.8(b) and shall be in the following form: (1) a grant letter; (2) a Schedule; (3) a Program Description to be developed by the grantee and the Contractor; and (4)(i) the mandatory standard provisions and (ii) any applicable required-as-applicable standard provisions. Grants to US organizations may not exceed \$100,000 without the advance written consent of the Contracting Officer.

4. The grants do not finance: 1) capital expenditures (including construction) or equipment having a useful life of more than one year and an acquisition cost of \$5,000 or greater, 2) sub-awards or subcontracts, 3) indirect costs, 4) human subject research (as defined by 22 CFR 225), 5) family planning activities, 6) HIV/AIDS activities, 7) trafficking in persons activities without written approval, in advance, from the Contracting Officer; and 8) contain no substantial involvement. In addition, grants shall not be used to support: 1) any matter before a court in which the United States government or a private entity or citizen is or is likely to be involved as a party or 2) any matter before a court that involves or is likely to involve a matter of significance for the foreign policy or national security interests of the United States.

5. The Contractor has received a signed Certification Regarding Terrorist Financing from the proposed grantee and unless the Contractor has confirmed that the proposed grantee: (i) does not appear on the master list of Specially Designated Nationals and Blocked Persons, which list is maintained by the U.S. Treasury's Office of Foreign Assets Control (OFAC) and is available online at OFAC's website: <http://www.treas.gov/offices/eotffc/ofac/sdn/t11sdn.pdf> and (ii) is not included in any supplementary information concerning prohibited individuals or entities that may be provided by USAID to the Contractor and (iii) has not been designated by the United Nations Security (UNSC) sanctions committee established under UNSC Resolution 1267 (1999) (the "1267 Committee") [individuals and entities linked to the Taliban, Usama bin Laden, or the Al Qaida Organization]. To determine whether there has been a published designation of an individual or entity by the 1267 Committee, the Contractor should refer to the consolidated list available online at the Committee's website: <http://www.un.org/Docs/sc/committees/1267/1267ListEng.htm> The Contractor further agrees to consider all information about the proposed grantee of which it is aware and all public information that is reasonably available to it or of which it should be aware prior to recommending a grant to that individual or organization for USAID's approval. The Contractor further agrees to implement reasonable monitoring and oversight procedures to safeguard against assistance being diverted to support terrorist activity and to immediately notify USAID and cease support, transactions or dealings with any individual or organization that is designated by the United States Government as a Foreign Terrorist Organization or as a Specially Designated Terrorist or a Specially Designated Global Terrorist or has been designated by the United States Government in or pursuant to Executive Orders 12947 or 13224, or has been designated by the 1267 Committee, or otherwise engages in terrorist acts.

6. The grant does not extend for any period beyond the estimated termination or completion date of its Contract.

7. The grants provide that all interest and other refunds by grant recipients hereunder will be made to a special, non-comingled, interest-bearing account established by the Contractor (the "Separate Account"). The Contractor has no beneficial interest in any funds in the Separate Account. Funds in the Separate Account shall be used as directed by the task order Contracting Officer.

8. The grants provide that in Recognition of the paramount interest of the United States and USAID in grant-making, the parties agree that USAID may, in its sole discretion, supersede any decision, act or omission taken by the Contractor in respect of any grant made by it, or proposed to be made by it, hereunder. Notwithstanding any other provision of this Agreement, USAID retains the right, at all times hereunder, through the Contracting Officer, to (1) dictate a different decision with respect to the award or administration of any grant; (2) rectify an omission by the Contractor with respect to the award or administration of any grant; (3) take over the administration of any grant awarded hereunder; and/or (4) terminate, in whole or in part, the Contractor's authorities under this Agreement.

9. That the Contractor scrupulously avoid any conflicts of interest and should any conflict of interest arise, the Contractor shall immediately notify the Contracting Officer as to the conflict and the Contractor's proposed solution for avoiding the conflict, and the Contractor shall follow the instructions of the task order Contracting Officer.

10. That the Contractor will act as custodian for USAID of all records relating to grants under the Contract. The Contractor will preserve all records with respect to its grant-making (including with respect to the deliberations of all Review Panels) and grant administration hereunder. Copies of all reports received from grantees will be promptly forwarded to the task order Contracting Officer Technical Representative (TOCOTR). USAID and the Comptroller General shall have full access to all documents, papers and others records of the Contractor with respect to its duties hereunder. At the conclusion of the Contract, the Contractor shall consult with the Contracting Officer for direction as to which records shall be transferred to USAID.

11. With reference to Required as Applicable Standard Provision No. 7 entitled "Publications and Media Releases", the Contractor agree to be responsible for forwarding one copy of all published reports referenced in paragraph (c) to USAID Development Experience Clearinghouse (DEC), Development Experience Clearinghouse, 8403 Colesville Road, Suite 210, Silver Spring, MD 20910, USA Internet e-mail address: docsubmit@dec.cdie.or.

H.12 – TITLE TO AND CARE OF PROPERTY

Title to all property acquired and financed hereunder shall vest in the U.S. Government, subject to the requirements of AIDAR 752.245-71 regarding use, accountability, and disposition of such property.

H.13 EXECUTIVE ORDER ON TERRORISM FINANCING

The Contractor 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/subawards issued under this task order.

H.14 PERIODIC PROGRESS REPORTS (July 1998) (CIB 98- 21)

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

used by USAID personnel or their authorized representatives when evaluating the contractor's performance.

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

H.15 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.16 - PROHIBITION OF ASSISTANCE TO DRUG TRAFFICKERS (JUNE 1999)

USAID reserves the right to terminate this Contract, to demand a refund or take other appropriate measures if the Contractor is found to have been convicted of a narcotics offense or to have been engaged in drug trafficking as defined in 22 CFR Part 140.

H.17 ANTI-TRAFFICKING ACTIVITIES--LIMITATION ON USE OF FUNDS; RESTRICTION ON ORGANIZATIONS PROMOTING, SUPPORTING, OR ADVOCATING PROSTITUTION

http://www.usaid.gov/business/business_opportunities/cib/pdf/aapd07_03.pdf

“PROHIBITION ON THE USE OF FEDERAL FUNDS TO PROMOTE, SUPPORT, OR ADVOCATE THE LEGALIZATION OR PRACTICE OF PROSTITUTION – TIP ACQUISITION (MAY 2007)

(a) The U.S. Government is opposed to prostitution and related activities, which are inherently harmful and dehumanizing, and contribute to the phenomenon of trafficking in persons. None of the funds made available under this contract may be used to promote, support, or advocate the legalization or practice of prostitution. Nothing in the immediately preceding sentence shall be construed to preclude

assistance designed to ameliorate the suffering of, or health risks to, victims while they are being trafficked or after they are out of the situation that resulted from such victims being trafficked.

(b) The contractor shall insert this clause, in its entirety, in all sub-awards under this award.

(c) This provision includes express terms and conditions of the contract and any violation of it shall be grounds for unilateral termination of the contract, in whole or in part, by USAID prior to the end of the term.

(End of Provision)”

H.18 IMPLEMENTATION OF THE UNITED STATES LEADERSHIP AGAINST HIV/AIDS, TUBERCULOSIS AND MALARIA ACT OF 2003 – ELIGIBILITY LIMITATION ON THE USE OF FUNDS AND OPPOSITION TO PROSTITUTION AND SEX TRAFFICKING

http://www.usaid.gov/business/business_opportunities/cib/pdf/aapd05_04_amendment1.pdf

“PROHIBITION ON THE PROMOTION OR ADVOCACY OF THE LEGALIZATION OR PRACTICE OF PROSTITUTION OR SEX TRAFFICKING (ACQUISITION) (OCTOBER 2007)

(a) This contract is authorized under the United States Leadership Against HIV/AIDS, Tuberculosis and Malaria Act of 2003 (P.L. 108-25). This Act enunciates that the U.S. Government is opposed to prostitution and related activities, which are inherently harmful and dehumanizing, and contribute to the phenomenon of trafficking in persons. The contractor shall not use any of the funds made available under this contract to promote or advocate the

legalization or practice of prostitution or sex trafficking. Nothing in the preceding sentence shall be construed to preclude the provision to individuals of palliative care, treatment, or post-exposure pharmaceutical prophylaxis, and necessary pharmaceuticals and commodities, including test kits, condoms, and, when proven effective, microbicides.

(b)(1) Except as provided in (b)(2) and (b)(3), as a condition of being awarded USAID funds for HIV/AIDS activities under this contract or subcontract, a non-governmental organization or public international organization contractor/subcontractor must have a policy explicitly opposing prostitution and sex trafficking.

(b)(2) The following organizations are exempt from (b)(1): the Global Fund to Fight AIDS, Tuberculosis and Malaria; the World Health Organization; the International AIDS Vaccine Initiative; and any United Nations agency.

(b)(3) Contractors and subcontractors are exempt from (b)(1) if the contract or subcontract is for commercial items and services as defined in FAR 2.101, such as pharmaceuticals, medical supplies, logistics support, data management, and freight forwarding.

(b)(4) Notwithstanding section (b)(3), not exempt from (b)(1) are contractors and subcontractors that implement HIV/AIDS programs under this contract or subcontract by:

(i) providing supplies or services directly to the final populations receiving such supplies or services in host countries;

(ii) providing technical assistance and training directly to host country individuals or entities on the provision of supplies or services to the final populations receiving such supplies and services; or

(iii) providing the types of services listed in FAR 37.203(b)(1)-(6) that involve giving advice about substantive policies of a recipient, giving advice regarding the activities referenced in (i) and (ii), or making decisions or functioning in a recipient’s chain of command (e.g., providing managerial or supervisory services approving financial transactions, personnel actions).

(c) The following definition applies for purposes of this provision:

“Sex trafficking” means the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act. 22 U.S.C. 7102(9).

(d) The contractor shall insert this clause in all subcontracts.

- (e) Any violation of this clause will result in the immediate termination of this contract by USAID.
- (f) This clause does not affect the applicability of FAR 52.222-50 to this contract.”

**H.19 VOLUNTARY POPULATION PLANNING ACTIVITIES (JUNE 2008)
PROHIBITION ON THE PROMOTION OR ADVOCACY OF THE LEGALIZATION
OR PRACTICE OF PROSTITUTION OR SEX TRAFFICKING (ACQUISITION)
(OCTOBER 2007)**

(a) This contract is authorized under the United States Leadership Against HIV/AIDS, Tuberculosis and Malaria Act of 2003 (P.L. 108-25). This Act enunciates that the U.S. Government is opposed to prostitution and related activities, which are inherently harmful and dehumanizing, and contribute to the phenomenon of trafficking in persons. The contractor shall not use any of the funds made available under this contract to promote or advocate the legalization or practice of prostitution or sex trafficking. Nothing in the preceding sentence shall be construed to preclude the provision to individuals of palliative care, treatment, or post-exposure pharmaceutical prophylaxis, and necessary pharmaceuticals and commodities, including test kits, condoms, and, when proven effective, microbicides.

(b)(1) Except as provided in (b)(2) and (b)(3), as a condition of being awarded USAID funds for HIV/AIDS activities under this contract or subcontract, a non-governmental organization or public international organization contractor/subcontractor must have a policy explicitly opposing prostitution and sex trafficking. (b)(2) The following organizations are exempt from (b)(1): the Global Fund to Fight AIDS, Tuberculosis and Malaria; the World Health Organization; the International AIDS Vaccine Initiative; and any United Nations agency. (b)(3) Contractors and subcontractors are exempt from (b)(1) if the contract or subcontract is for commercial items and services as defined in FAR 2.101, such as pharmaceuticals, medical supplies, logistics support, data management, and freight forwarding. (b)(4) Notwithstanding section (b)(3), not exempt from (b)(1) are contractors and subcontractors that implement HIV/AIDS programs under this contract or subcontract by: (i) providing supplies or services directly to the final populations receiving such supplies or services in host countries; (ii) providing technical assistance and training directly to host country individuals or entities on the provision of supplies or services to the final populations receiving such supplies and services; or (iii) providing the types of services listed in FAR 37.203(b)(1)-(6) that involve giving advice about substantive policies of a recipient, giving advice regarding the activities referenced in (i) and (ii), or making decisions or functioning in a recipient’s chain of command (e.g., providing managerial or supervisory services approving financial transactions, personnel actions).

(c) The following definition applies for purposes of this provision: “Sex trafficking” means the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act. 22 U.S.C. 7102(9).

(d) The contractor shall insert this clause in all subcontracts. AAPD 05-04 Amendment 02

(e) Any violation of this clause will result in the immediate termination of this contract by USAID.

(f) This clause does not affect the applicability of FAR 52.222-50 to this contract.”

END OF SECTION H

SECTION I – CONTRACT CLAUSES

I.1 Reference IQC # GHA-I-00-04-00002-00 -Basic Support for Institutionalizing Child Survival (BASICS).

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

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

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

(b) Living quarters allowance. Living quarters allowance is an allowance granted to reimburse an employee for substantially all of his/her cost for either temporary or residence quarters whenever Government-owned or Government-rented quarters are not provided to him/her at his/her post without charge. Such costs are those incurred for temporary lodging (temporary quarters subsistence allowance) or one unit of residence quarters (living quarters allowance) and include rent, plus any costs not included therein for heat, light, fuel, gas, electricity and water. The temporary quarters subsistence allowance and the living quarters allowance are never both payable to an employee for the same period of time. The Contractor will be reimbursed for payments made to employees for a living quarters allowance for rent and utilities if such facilities are not supplied. Such allowance shall not exceed the amount paid USAID employees of equivalent rank in the Cooperating Country, in accordance with either the Standardized Regulations (Government Civilians, Foreign Areas), Chapter 130, as from time to time amended, or other rates approved by the Mission Director. Subject to the written approval of the Mission Director, short-term employees may be paid per diem (in lieu of living quarters allowance) at rates prescribed by the Federal Travel Regulations, as from time to time amended, during the time such short-term employees spend at posts of duty in the Cooperating Country under this contract. In authorizing such per diem rates, the Mission Director shall consider the particular circumstances involved with respect to each such short-term employee including the extent to which meals and/or lodging may be made available without charge or at nominal cost by an agency of the United States Government or of the Cooperating Government, and similar factors.

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

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

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

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

(g) Educational travel. Educational travel is travel to and from a school in the United States for secondary education (in lieu of an educational allowance) and for college education. The Contractor will be reimbursed for payments made to regular employees for educational travel for their dependent children provided such payment does not exceed that which would be payable in accordance with the Standardized Regulations (Government Civilians, Foreign Areas), Chapter 280, as from time to time amended.

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

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

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

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

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

I.3 52.216-7 ALLOWABLE COST AND PAYMENT (DEC 2002)

(a) Invoicing. (1) The Government will make payments to the Contractor when requested as work progresses, but (except for small business concerns) not more often than once every 2 weeks, in amounts determined to be allowable by the Contracting Officer in accordance with Federal Acquisition Regulation (FAR) subpart 31.2 in effect on the date of this contract and the terms of this contract. The Contractor may submit to an authorized representative of the Contracting Officer, in such form and reasonable detail as the representative may require, an invoice or voucher supported by a statement of the claimed allowable cost for performing this contract.

(2) Contract financing payments are not subject to the interest penalty provisions of the Prompt Payment Act. Interim payments made prior to the final payment under the contract are contract financing payments, except interim payments if this contract contains Alternate I to the clause at 52.232-25.

(3) The designated payment office will make interim payments for contract financing on the day after the designated billing office receives a proper payment request.

In the event that the Government requires an audit or other review of a specific payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date.

(b) Reimbursing costs. (1) For the purpose of reimbursing allowable costs (except as provided in paragraph (b)(2) of the clause, with respect to pension, deferred profit sharing, and employee stock ownership plan contributions), the term "costs" includes only--

(i) Those recorded costs that, at the time of the request for reimbursement, the Contractor has paid by cash, check, or other form of actual payment for items or services purchased directly for the contract;

(ii) When the Contractor is not delinquent in paying costs of contract performance in the ordinary course of business, costs incurred, but not necessarily paid, for--

(A) Supplies and services purchased directly for the contract and associated financing payments to subcontractors, provided payments determined due will be made-

(1) In accordance with the terms and conditions of a subcontract or invoice; and

(2) Ordinarily within 30 days of the submission of the Contractor's payment request to the Government;

(B) Materials issued from the Contractor's inventory and placed in the production process for use on the contract;

(C) Direct labor;

(D) Direct travel;

(E) Other direct in-house costs; and

(F) Properly allocable and allowable indirect costs, as shown in the records maintained by the Contractor for purposes of obtaining reimbursement under Government contracts; and

(iii) The amount of financing payments that have been paid by cash, check, or other forms of payment to subcontractors.

(2) Accrued costs of Contractor contributions under employee pension plans shall be excluded until actually paid unless-

(i) The Contractor's practice is to make contributions to the retirement fund quarterly or more frequently; and

(ii) The contribution does not remain unpaid 30 days after the end of the applicable quarter or shorter payment period (any contribution remaining unpaid shall be excluded from the Contractor's indirect costs for payment purposes).

(3) Notwithstanding the audit and adjustment of invoices or vouchers under paragraph (g) below, allowable indirect costs under this contract shall be obtained by applying indirect cost rates established in accordance with paragraph (d) below.

(4) Any statements in specifications or other documents incorporated in this contract by reference designating performance of services or furnishing of materials at the Contractor's expense or at no cost to the Government shall be disregarded for purposes of cost-reimbursement under this clause.

(c) Small business concerns. A small business concern may receive more frequent payments than every 2 weeks.

(d) Final indirect cost rates. (1) Final annual indirect cost rates and the appropriate bases shall be established in accordance with Subpart 42.7 of the Federal Acquisition Regulation (FAR) in effect for the period covered by the indirect cost rate proposal.

(2)(i) The Contractor shall submit an adequate final indirect cost rate proposal to the Contracting Officer (or cognizant Federal agency official) and auditor within the 6-month period following the expiration of each of its fiscal years. Reasonable extensions, for exceptional circumstances only, may be requested in writing by the Contractor and granted in writing by the Contracting Officer. The Contractor shall support its proposal with adequate supporting data.

(ii) The proposed rates shall be based on the Contractor's actual cost experience for that period. The appropriate Government representative and the Contractor shall establish the final indirect cost rates as promptly as practical after receipt of the Contractor's proposal.

(3) The Contractor and the appropriate Government representative shall execute a written understanding setting forth the final indirect cost rates. The understanding shall specify (i) the agreed-upon final annual indirect cost rates, (ii) the bases to which the rates apply, (iii) the periods for which the rates apply, (iv) any specific indirect cost items treated as direct costs in the settlement, and (v) the affected contract and/or subcontract, identifying any with advance agreements or special terms and the applicable rates. The understanding shall not change any monetary ceiling, contract obligation, or specific cost allowance or disallowance provided for in this contract. The understanding is incorporated into this contract upon execution.

(4) Failure by the parties to agree on a final annual indirect cost rate shall be a dispute within the meaning of the Disputes clause.

(5) Within 120 days (or longer period if approved in writing by the Contracting Officer) after settlement of the final annual indirect cost rates for all years of a physically complete contract, the Contractor shall submit a completion invoice or voucher to reflect the settled amounts and rates.

(6)(i) If the Contractor fails to submit a completion invoice or voucher within the time specified in paragraph (d)(5) of this clause, the Contracting Officer may--

(A) Determine the amounts due to the Contractor under the contract; and

(B) Record this determination in a unilateral modification to the contract.

(ii) This determination constitutes the final decision of the Contracting Officer in accordance with the Disputes clause.

(e) Billing rates. Until final annual indirect cost rates are established for any period, the Government shall reimburse the Contractor at billing rates established by the Contracting Officer or by an authorized representative (the cognizant auditor), subject to adjustment when the final rates are established. These billing rates--

(1) Shall be the anticipated final rates; and

(2) May be prospectively or retroactively revised by mutual agreement, at either party's request, to prevent substantial overpayment or underpayment.

(f) Quick-closeout procedures. Quick-closeout procedures are applicable when the conditions in FAR 42.708(a) are satisfied.

(g) Audit. At any time or times before final payment, the Contracting Officer may have the Contractor's invoices or vouchers and statements of cost audited. Any payment may be (1) reduced by amounts found by the Contracting Officer not to constitute allowable costs or (2) adjusted for prior overpayments or underpayments.

(h) Final payment. (1) Upon approval of a completion invoice or voucher submitted by the Contractor in accordance with paragraph (d)(5) of this clause, and upon the Contractor's compliance with all terms of this contract, the Government shall promptly pay any balance of allowable costs and that part of the fee (if any) not previously paid.

(2) The Contractor shall pay to the Government any refunds, rebates, credits, or other amounts (including interest, if any) accruing to or received by the Contractor or any assignee under this contract, to the extent that those amounts are properly allocable to costs for which the Contractor has been reimbursed by the Government. Reasonable expenses incurred by the Contractor for securing refunds, rebates, credits, or other amounts shall be allowable costs if approved by the Contracting Officer. Before final payment under this contract, the Contractor and each assignee whose assignment is in effect at the time of final payment shall execute and deliver--

(i) An assignment to the Government, in form and substance satisfactory to the Contracting Officer, of refunds, rebates, credits, or other amounts (including interest, if any) properly allocable to costs for which the Contractor has been reimbursed by the Government under this contract; and

(ii) A release discharging the Government, its officers, agents, and employees from all liabilities, obligations, and claims arising out of or under this contract, except--

(A) Specified claims stated in exact amounts, or in estimated amounts when the exact amounts are not known;

(B) Claims (including reasonable incidental expenses) based upon liabilities of the Contractor to third parties arising out of the performance of this contract; provided, that the claims are not known to the Contractor on the date of the execution of the release, and that the Contractor gives notice of the claims in writing to the Contracting Officer within 6 years following the release date or notice of final payment date, whichever is earlier; and

(C) Claims for reimbursement of costs, including reasonable incidental expenses, incurred by the Contractor under the patent clauses of this contract, excluding, however, any expenses arising from the Contractor's indemnification of the Government against patent liability.

I.4 52.232-25 PROMPT PAYMENT (OCT 2003)

Notwithstanding any other payment clause in this contract, the Government will make invoice payments under the terms and conditions specified in this clause. The Government considers payment as being made on the day a check is dated or the date of an electronic funds transfer (EFT). Definitions of pertinent terms are set forth in sections 2.101, 32.001, and 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see paragraph (a)(4) of this clause concerning payments due on Saturdays, Sundays, and legal holidays.)

(a) Invoice payments-

(1) Due date.

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

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

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

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

(2) Certain food products and other payments.

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

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

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

(C) For perishable agricultural commodities, as defined in section 1(4) of the Perishable Agricultural Commodities Act of 1930 (7 U.S.C. 499a(4)), as close as possible to, but not later than, the 10th day after product delivery, unless another date is specified in the contract.

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

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

(3) Contractor's invoice. The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in paragraphs (a)(3)(i) through (a)(3)(x) of this clause. If the invoice does not comply with these requirements, the designated billing

office will return it within 7 days after receipt (3 days for meat, meat food products, or fish; 5 days for perishable agricultural commodities, dairy products, edible fats or oils, and food products prepared from edible fats or oils), with the reasons why it is not a proper invoice. The Government will take into account untimely notification when computing any interest penalty owed the Contractor.

(i) Name and address of the Contractor.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(iii) In the case of a final invoice for any balance of funds due the Contractor for supplies delivered or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

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

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

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

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

(7) Additional interest penalty.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Alternate I (Feb 2002). As prescribed in 32.908(c)(3), add the following paragraph (e) to the basic clause:

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

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

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

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

I.5 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)

United States law will apply to resolve any claim of breach of the contract.

I.6 AIDAR 752.7032 INTERNATIONAL TRAVEL APPROVAL AND NOTIFICATION REQUIREMENTS (JAN 1990)

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

I.7 INTERNATIONAL TRAVEL APPROVAL

In accordance with the clearance/approval requirements in paragraph(a) of AIDAR 752.7027 Personnel (DEC 1990) (incorporated by reference above) and AIDAR 752.7032 International Travel Approval and Notification Requirements (JAN 1990) (incorporated above), the Contracting Officer hereby provides prior written approval, provided that the Contractor obtains the TOCOTR's written concurrence with the assignment of individuals outside the United before the assignment abroad, which must be within the terms of this contract, 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 and itinerary.

END OF SECTION I

SECTION J – LIST OF DOCUMENTS EXHIBITS AND OTHER ATTACHEMENTS SECTION J

| Reference/ Attachment Number | Title |
|---|---|
| J.1 | Contractor's Final Revised proposal dated July 8, 2009, with revisions of July 22, 2009. |
| J.2 | Contractor Subcontracting Plan |
| J.3 | ADS 300, Acquisition and Assistance www.usaid.gov/policy/ads/300/ |