

UNITED STATES OF AMERICA
AGENCY FOR INTERNATIONAL DEVELOPMENT

1. Country of Performance: Worldwide
Adv. & Asst. Services Yes [] No [x]

2. Contract (Incorporating FAR and AIDAR Clauses):
Contract No: GPO-I-00-05-00040-00 Order No: GPO-I-01-05-00040-00

NEGOTIATED PURSUANT TO THE FOREIGN ASSISTANCE ACT OF 1961,
AS AMENDED, AND EXECUTIVE ORDER 11223

3. CONTRACTOR (Name and Address):
Futures Group
One Thomas Circle, NW, Suite 200

Washington, D.C 20005

TIN:
DUNS: 18-629-5239

4a. ISSUING OFFICE:
US AGENCY FOR INTERNATIONAL DEVELOPMENT
OFFICE OF ACQUISITION AND ASSISTANCE
1300 PENNSYLVANIA AVENUE, NW
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WASHINGTON DC 20523-7900

4b. ADMINISTRATION OFFICE:

SAME AS BLOCK 4a

5. TECHNICAL OFFICE:
US AGENCY FOR INTERNATIONAL DEVELOPMENT
BUREAU OF GLOBAL HEALTH GH/PRH/SDI
1300 PENNSYLVANIA AVENUE, NW

WASHINGTON DC 20523

6. PAYING OFFICE. SUBMIT INVOICE TO:
US AGENCY FOR INTERNATIONAL DEVELOPMENT
OFFICE OF FINANCIAL MANAGEMENT
M/FM/CMP
1300 PENNSYLVANIA AVENUE, NW
WASHINGTON DC 20523

7. EFFECTIVE DATE:
SEE BLOCK 11b

8. ESTIMATED COMPLETION DATE:
09-29-2010

9. ACCOUNTING AND APPROPRIATION DATA: (See Section XVII)

TOTAL ESTIMATED COST: \$99,999,961.00
AMOUNT OBLIGATED: \$14,129,565.00

10. The United States of America, represented by the Contracting Officer signing this Order, and the Contractor agree that: (a) this Order is issued pursuant to the Contract specified in Block 2 above and (b) the entire Contract between the parties hereto consists of this Order and the Contract specified in Block 2 above.

11a. NAME OF CONTRACTOR:
Futures Group

BY: 
NAME: Robert H. Smith
TITLE: PRESIDENT
DATE: 9/30/05

11b. UNITED STATES OF AMERICA
Agency for International Development

BY: 
NAME: BRUCE BALTAS
TITLE: CONTRACTING OFFICER
DATE: 09-30-2005

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STATEMENT OF WORK
Policy Dialogue and Implementation Project (PDI)
Task Order One

I. Overview

A. Introduction

The purpose of this task order is to exercise global leadership and provide field level programming in policy development and implementation. The assistance provided under this procurement is expected to improve the enabling environment for health, making it possible for men and women around the world to obtain and use the information and services they need for better health, especially in the areas of family planning/reproductive health (FP/RH), HIV/AIDS, and maternal health (MH).

This Task Order will serve as the primary mechanism to support core RH/FP and HIV/AIDS activities in policy dialogue and formulation. The contractor will undertake core-funded global leadership activities including development of indicators to measure overall project progress and impact; development of computer models and other tools and use of new technologies; development work to address health equity issues in policy advocacy, formulation, and implementation; development work to broaden the policy process to include participation by the poor; development of sustainable approaches to build institutional capacities to manage policy change; development work on multi-sector engagement and leadership; and coordination with other donors, particularly other USG and UN agencies. Core funds may also be made available to the project from time to time to address technical issues of particular interest to one or more GH SO team. For example, the Office of Population and Reproductive Health's current priority areas of global leadership are: maximizing access and quality (MAQ), FP/HIV integration, contraceptive security, post-abortion care, gender, female genital cutting, population-environment, reproductive health for refugees, poverty and health equity, and graduating/graduated countries. The contractor must understand the needs of the Office of Population and Reproductive Health and the Office of HIV/AIDS and be able to respond to those needs, including short-turnaround data compilation and analysis on priority issues. Core-funded policy activities in maternal health and other health areas may also be programmed under this task order.

The contractor will also provide technical leadership in carrying out field supported activities, through strategic direction and implementation that recognizes and deals with new/emerging issues, and through an approach that integrates activities under the 5 results below as much as possible.

In addition to the tasks specified in Section II, the responsibilities of the contractor include capturing, documenting and disseminating knowledge and information learned, and collecting and compiling selected data from activities funded under this task order and under all other PDI task orders for reporting to USAID/W. The contractor will also collect best practices and lessons learned from selected bilateral programs, not funded under this IQC, that include significant policy activities in FP/RH, HIV/AIDS and maternal health.

B. Strategic Framework and Expected Results

This activity will complement existing projects in the Bureau for Global Health portfolio and contribute to the state of the art in FP/RH, HIV/AIDS, and MH policy assistance. The results framework for this task order is the same as the results framework for the overall PDI IQC contract.

PDI Activity Objective: Improved enabling environment for health, especially family planning/reproductive health, HIV/AIDS, and maternal health

This activity objective will be accomplished through the achievement of the five results listed below.

Result 1: Policies that improve equitable and affordable access to high-quality services and information adopted and put into practice

Result 2: Public sector and civil society champions strengthened and supported to advocate successfully and sustainably

Result 3: Health sector resources (public, private, NGO and CBO) increased and allocated more effectively and equitably

Result 4: Strengthening multi-sectoral engagement and host country coordination in the design, implementation, and financing of health programs

Result 5: Timely and accurate data used for evidence-based decision-making

In addition to directly contributing to the results stated above, the contractor will provide specific services for PDI as a whole, including monitoring and reporting functions.

C. Relationship to the GH/PRH Strategic Plan

The PDI IQC is authorized under the Policy and Communications (P&C) Activity Approval Document, which was approved on July 30, 2004. Task Order 1 (TO 1) is the first task order to be issued under the PDI IQC. TO 1 will support the USAID Global Health Bureau's Strategic Objectives listed below. Most of the activities in the task order will contribute to Strategic Objective One (SO 1) and Strategic Objective 4 (SO4), with a smaller share of activities contributing to Strategic Objective 2 (SO2). If requested by Missions, some activities in the task order will also contribute to SO3 and SO5.

SO 1: Advance and support voluntary FP/RH programs worldwide

SO 2: Increased use of key maternal health and nutrition interventions

SO 3: Increased use of key child health and nutrition interventions

SO 4: Increased use of improved, effective, and sustainable responses to reduce HIV transmission and to mitigate the impact of the HIV/AIDS pandemic.

SO 5: Increased use of proven interventions to reduce the threat of infectious diseases of major public health importance.

A graphic presentation of the relationships within this strategic framework, which guides all Bureaus for Global Health activities, can be found at: <http://www.usaid.gov/pop/health/pdf/stratpln.pdf>. Country-specific activities under this task order will be guided by country-specific strategic frameworks and work-plans.

A.2 TITLE

Policy Dialogue and Implementation (PDI) Task Order 1

II. SCOPE OF WORK

A. Introduction

This task order serves as the primary mechanism to support core RH/FP and HIV/AIDS activities in the policy arena. It will also accept funds from USAID Missions and from other GH offices, Regional Bureaus, or other USAID pillar bureaus to accomplish Global Health Strategic Objectives in RH/FP, HIV/AIDS, MH and other health areas.

TO 1 will make important contributions to the PDI Activity Objective: *Improved enabling environment for health, especially family planning/reproductive health, HIV/AIDS, and maternal health* and to each of the five results that are needed to meet this objective. In addition to directly contributing to these five results, TO 1 will provide specific services for PDI as a whole, including technical leadership, development of new tools and approaches, and monitoring and reporting functions. The anticipated contributions to each result and the additional services that will be provided by the TO 1 contractor using core FP/RH, HIV/AIDS, and MH funds are described below.

Some USAID Missions may not have adequate staffing to issue, award, and manage their own task orders for policy assistance work under this IQC. In such cases, and in order to provide maximum flexibility for missions and other GH offices, missions and other GH offices may commit funding to this task order to obtain services to improve the enabling environment for health, especially FP/RH, HIV/AIDS and MH.

B. Results to be achieved

Overall, the contractor is expected to contribute to the Global Health Bureau's mandate to provide technical leadership to the field. This will be displayed both in core-supported activities and in field-supported activities. Using core funds, the contractor will develop tools and approaches that will be available to all Missions, including those that provide policy assistance through bilateral agreements, through Mission task orders under PDI, and through field support obligated through PDI. The contractor will also provide technical leadership in field-supported

activities under this task order, making special efforts to ensure that the activities and approaches used in country work are constantly reviewed and updated to address emerging issues and changing conditions over the five year period of the Task Order.

Result 1: Policies that improve equitable and affordable access to high-quality services and information adopted and put into practice

The contractor will provide assistance to both public and private sector entities and organizations to help them formulate and adopt policies that improve access to high-quality RH services and information. To ensure that such policies are put into practice, the contractor will collaborate with service delivery improvement activities so that policy changes and updates are disseminated to and understood by service providers. The contractor will provide technical leadership in developing feasible approaches for such work. The contractor will also seek creative new ideas and demonstrate proven methods for addressing barriers to both policy adoption and implementation, especially with respect to equity and affordability of health care services for FP/RH, HIV/AIDS, and MH.

Desired outcomes to be achieved under IR 1 include the following:

- development of implementation plans as part of the policy adoption process;
- guidance to service providers about how to use the policies, with special attention to ensuring equitable and affordable access to underserved populations;
- information included in the policy or developed in follow-on work that identifies operational barriers to policy implementation;
- a plan for post-policy adoption analysis of the barriers encountered and a process to overcome them;
- capacity and expertise increased within host country governments to address complex and challenging health policy issues;
- cultural and attitudinal barriers to quality health services identified and addressed with host-country governments;
- increased capacity of host-country governments and the private sector to address policy issues associated with new and emerging issues and health technologies;
- collaboration with in-country partners and other CAs to put policies into action in the public and private sectors.

Result 2: Public sector and civil society champions strengthened and supported to assume leadership in the policy process

The contractor will provide assistance to strengthen and improve political commitment for access to RH services and information. It will also provide assistance to ensure that a range of stakeholders at the local, sub-national, national, regional, and global level can assume leadership of meaningful and sustainable advocacy efforts so that policies reflect and address their needs in a sustainable way. The contractor will be expected to provide leadership in increasing the visibility and leadership of PLWHA, women's groups and the poor in policy dialogue. The contractor must also demonstrate feasible ways to integrate assistance in advocacy, resource allocation, and data use, so that advocacy efforts are bolstered with knowledge about the effective allocation of resources and access to appropriate data.

Desired outcomes under IR 2 include:

- Policy champions in host country governments identified and strengthened to support FP/RH, HIV/AIDS, MH policy formulation, adoption, and implementation.
- Structures (e.g. committee, task force, working groups) to advise on FP/RH, HIV/AIDS, MH policies established and/or strengthened, with participation of public sector, civil society, and representatives of marginalized and impoverished groups.
- Increased visibility and leadership role of PLWHA, women's groups and the poor in policy dialogue.
- Capacity of PLWHA groups, women's groups, private sector and CBO/FBOs strengthened to speak on FP/RH, HIV/AIDS, and MH policy issues and articulate priority needs.
- Political commitment to address FP/RH, HIV/AIDS, and MH issues increased on local, sub-national and national levels.
- Commitment from private sector representatives, and church and community leaders to address FP/RH, HIV/AIDS, and MH issues.
- Increased awareness on the part of champions of the intersection between poverty and FP/RH, HIV/AIDS and MH and active engagement in advancing efforts to implement policies where the need is greatest.
- Capacity of in-country organizations to train and continue to implement advocacy efforts strengthened.
- Evidence that organizations and groups can advocate independently.
- Evidence that organizations and groups can monitor the extent to which government actions are consistent with policies, particularly in reducing inequities in access to health services.

Result 3: Health sector resources (public, private, NGO and CBO) increased and allocated more effectively and equitably

The contractor will provide assistance to improve the resource situation for RH services by helping to increase government investment in the health sector; by marshalling new resources from the private sector, consumers and donors; and by helping to allocate existing resources more effectively and equitably. The contractor will provide technical leadership in developing ways to help government leaders address the complexities of resource allocation and coordination, including a clear delineation of goals and appropriate alignment of resources with those goals. As part of its technical leadership responsibilities under this TO, the contractor must ensure participation in the resource allocation process by a wide variety of constituencies to develop a broad consensus on society's health needs and how best to meet those needs. Therefore, the work under this IR will be undertaken in coordination with other IRs, especially IR1, IR2, and IR4.

Desired outcomes under IR 3 include the following:

- Development and application of necessary processes and methodology to support effective and equitable resource generation and allocation.
- Improved financial and operational planning for resource allocation and health sector programming, especially FPRH, HIV/AIDS and MH.

- Improved allocation of health resources to better meet the needs of underserved populations such as the poor, women and youth.
- Increased in-country capacity to effectively allocate and program health sector resources, especially FPRH, HIV/AIDS and MH.
- Increased capacity of host-country governments to address resource allocation needs in response to new and emerging issues and health technologies, such as for HIV/AIDS.
- Improved understanding by non-health sectors of the benefits of health sector investments for overall country development.

Result 4: Strengthening multi-sectoral engagement and host country coordination in the design, implementation, and financing of health programs

Under Result 4, the contractor will provide assistance to help host countries develop and coordinate expanded multi-sectoral engagement in FP/RH, HIV/AIDS and maternal health programs. The contractor will help build the capacity of individuals and institutions to convene and build consensus among key stakeholders; to identify policy and program needs in FP/RH, HIV/AIDS, and MH; to develop and prioritize short and long term plans; to make collective decisions regarding allocations of resources from multiple sources; to weigh resource allocation decisions and their effects on all parts of the health system; and to build capacity to oversee implementation of health programs. In its technical leadership role under the PDI IQC, the contractor will also help to promote understanding of the benefits of a multi-sectoral approach based on an analysis of health, economic and development gains of such an approach.

Desired outcomes under IR 4 include:

- Relevant partners from a wide range of sectors engaged in policy, advocacy, financing, and program oversight at a level appropriate for the particular issue or intervention, whether for short term or long term efforts.
- Government/institutional capacity to establish and use collaborative and participatory mechanisms to address FP/RH, HIV/AIDS, and MH issues strengthened in clear and measurable ways.
- Collaboration and information flows increased and improved across sectors and administrative levels. For instance, from national policy makers to state or district level health officers responsible for implementing policies.
- Transparent processes used by multi-sectoral commissions or oversight bodies established and strengthened to allocate resources for specific interventions.
- FP/RH funding and programs kept on the national policy agenda through multi-sectoral support.
- Governments coordinate resource allocations necessary to an effective multi-sectoral response.
- National and sub-national HIV/AIDS commissions strengthened to collaborate, be transparent and efficiently administer programs with multiple funding streams.
- National leaders from various sectors collaborate more effectively in policy and advocacy both within their own organizations and across a broad range of partners.

Result 5: Timely and accurate data used for evidence-based decision-making

Given that good data provide the basis for effective policy and advocacy work, the contractor will help stakeholders provide data to policymakers in easily-understood ways; will adapt, develop, and apply user-friendly tools for data analysis and policy dialogue; and will build the capacity of in-country partners to provide data for evidence-based decision-making on their own. As part of its technical leadership role, the contractor will make special efforts to compile and use data on the poor and other underserved groups and their access to services in the policy process. The contractor will also develop and apply user-friendly tools for multi-sector policy analysis and dialogue.

Desired outcomes under IR 5 include:

- Country-specific data and a limited amount of global data (both quantitative and qualitative) compiled, analyzed, and used in policy analysis, dialogue, formulation, and monitoring of implementation
- Development and application of user-friendly tools for data analysis and policy dialogue, including tools for multi-sector analysis and dialogue
- Institutional capacity for data compilation, analysis and presentation strengthened at the country or regional level
- Data and information on the poor and other underserved groups and their access to services compiled and used in the policy process

Country strategies for field-supported country work

Previous experience has shown that policy assistance is more effective when various types of activities (e.g., policy formulation, resource allocation, strengthening of champions) take place in an integrated way. In general, these multi-dimensional activities tend to support and reinforce each other and lead to more rapid progress than one-dimensional activities. Therefore, to the greatest degree possible, the contractor should strive to develop country strategies that integrate various kinds of policy activities.

Each country strategy will have certain common elements:

- Each strategy must identify the objective and intermediate results that PDI will try to achieve in a given country. Targets, indicators and data sources must be identified for each objective and intermediate result.
- PDI's strategic objective in each country must flow logically from the Mission strategic objective or one of the Mission intermediate results in that country. PDI will be expected to identify the Mission SO or IR to which its assistance will contribute, and PDI's results must contribute to the achievement of the Mission results in the country in question. PDI will also identify other CAs that are working to achieve the same Mission SO or IR and, with Mission direction and concurrence, will collaborate with these CAs to achieve their common objectives and results.

In drawing up its country strategies, the contractor is expected to look not only at the Mission's PHN strategic objective but also at the Mission's SOs and IRs in other sectors. PDI management and CTOs will actively look for opportunities to collaborate with other SOs where such

collaboration makes sense, where it will promote multi-sectoral engagement, and where it is welcomed by the Mission.

Based on the country strategy, the contractor will draft annual work-plans for each country in which a substantial amount of work is to be undertaken (i.e., over \$100,000). The work-plan will discuss the specific kinds of technical assistance that will be provided, the counterparts (public, private and NGO) that will be involved in these activities, any research and data analyses that will be needed to support the proposed activities, the timeline for such activities, and the expected results. The work-plan should describe how the contractor plans to work with other donors and other USAID-funded projects that are active in the country.

Monitor results, gather lessons learned, and disseminate new approaches and tools:

As part of its core responsibilities to the Global Health Bureau, the contractor will:

- Develop a performance monitoring plan (PMP) for the IQC as a whole. This PMP will include a comprehensive list of indicators to assess progress toward the IQC's strategic framework, including data from TO1 and the other TO activities. Missions that develop task orders or commit funding through TO1 will be asked to include 2-5 indicators from the standardized list of indicators developed under TO1.
- Develop and maintain a system to collect the routine monitoring information described above across all IQC contractors and be responsible for synthesis of these data for reporting to USAID in collaboration with the other contractors under the IQC.
- Develop a knowledge management and knowledge sharing strategy on approaches and best practices to improve the policy environment for FP/RH, HIV/AIDS and MH, used by the different partners within the IQC and beyond.
- Package and disseminate lessons learned from the IQC contractors' experiences, selected bilateral programs and other relevant Cooperating Agencies' experience in ways deemed most appropriate to ensure their incorporation into future programming, with attribution and acknowledgement of the contribution of each cooperating agency.

C. Grants

The contractor will award one or more grants on behalf of USAID to eligible recipients in accordance with the terms of Section C.6 in the IQC contract. Such grants will be used to promote the participation of civil society groups in the policy development and implementation process. Examples include grants to enable advocacy groups to communicate with each other, to publish materials, and to attend meetings at which policy issues are discussed and decided; other examples include activities by church or other community groups to lessen the stigma and discrimination associated with HIV/AIDS. The total value of such grants may not exceed two percent of the value of this task order. No single grant shall exceed \$25,000; most will be under \$10,000.

III. USAID Management Structure

The USAID management structure for Task Order 1 is the same as the management structure for the PDI IQC. It will include a Project Management Team comprised of staff from the Office of Population and Reproductive Health (PRH), Policy, Evaluation and Communication Division (PEC); the Office of HIV/AIDS (OHA), Implementation Support Division (IS); and the Office of Health, Infectious Disease and Nutrition (HIDN) (if the project attracts substantial demand for assistance in maternal health, child health or infectious disease policy and advocacy issues). Responsibility for technical and operational management will be shared by a CTO from either PRH/PEC or OHA/IS and Technical Advisors from PRH/PC and OHA/IS (and possibly a Technical Advisor from HIDN, as described above).

IV. Performance Monitoring

The CTO and Technical Advisors, in conjunction with the contracting officer, will monitor and evaluate the contractor's overall performance in meeting the end-of-task order targets (see Section VII) in accordance with performance standards and indicators. The contractor will propose, and USAID will establish, indicators for assessing performance of activities accomplished using core funds as well as country-specific activities.

Criteria for judging performance of the contractor will include the ability to foster a good working relationship with other contractors under the PDI IQC and to collect information from these contractors and other projects for monitoring and documenting lessons learned and best practices. Annual performance reviews will be conducted after submission of annual reports. An external midterm evaluation of the task order will take place in year three of the task order if deemed necessary by the Bureau of Global Health. A final performance review of this task order will be scheduled during the final task order year. A final report synthesizing the work, deliverables and results of the project over the entire task order duration will be due from the contractor 60 days after the task order is completed.

V. Staffing and Implementation Plan

A. Personnel

1. Key Personnel

The key personnel identified below are considered essential to the accomplishment of this task order. Key personnel positions will be full-time positions.

- a.** Cross Harry E., Task Order 1 Project Director
- b.** Young Felicity June, Deputy Director of HIV
- c.** Shepherd Carol, Deputy Director of Reproductive & Maternal Health
- d.** Lionetti Denise Conley, Deputy Director for Program Operations

Prior to diverting any key personnel to other duties, the contractor will notify the Contracting Officer, the CTO and the Technical Advisors for the Task Order reasonably in advance and will

submit justification and explanation including proposed substitutions in sufficient detail to permit evaluation of the impact on the task order (including budget implications.) No diversion or replacement of key personnel will be made by the contractor without prior written consent of the CTO. The CTO will ratify in writing such replacement and such ratification shall constitute the consent of the CTO. The listing of key personnel may, with the consent of the contracting parties, be amended from time to time during the course of the task order to either add or delete personnel and positions, as appropriate. Qualifications of replacement personnel will be equal to or greater than those of the personnel they are replacing.

2. Other Policy Technical Advisors in Technical Focus Areas

The contractor will have a staffing structure in other full-time or regular part-time project positions sufficient to accomplish the End-of-Task Order Targets and Deliverables indicated in Section VII.

B. Implementation plan

The TO1 contractor will be responsible for a significant body of core-funded work, including the development of tools and techniques for new areas of policy work and will also carry out a broad range of in-country activities, some of them previously-untried policy activities. Given this complexity and given the need for various aspects of policy work to be closely integrated in each country if such work is to be successful, it is imperative that the work must be carried out in an integrated and cohesive way.

The complexity of the contract mandates frequent and intensive contact between the contractor and USAID. The contractor shall keep the USAID management team apprised of the status of technical services provided by the contract and shall be prepared to travel frequently (e.g., once every other week) to USAID offices in Washington to review the annual work plan, to review country strategies and work-plans, to review planned core activities, and to debrief USAID on specific country activities.

The USAID management team will assist the contractor by providing liaison with regional bureaus, the various SO teams in the Global Health Bureau, and USAID Missions. All aspects of travel and contract implementation must be reviewed and approved in advance by the USAID management team. In addition, the USAID management team will review and approve consultants assigned to each activity.

C. Schedule

Within two weeks of the award of this order:

- The individual designated as the Project Director shall be hired and available to commence work

Within one month of the award:

- Other individuals designated as Key Personnel shall be hired and available to commence work.
- A project office shall be established in the Washington D.C. area or environs.

Within 10 weeks of the award:

- The contractor shall submit a detailed draft work plan and budget for a one (1) year period, and a PMP including standardized indicators to USAID for CTO approval.

The contractor shall also provide:

- A quarterly financial report
- A semi-annual report
- An annual report that includes the results obtained against the PMP (consolidated from all reporting Task Orders)
- An annual work-plan

D. REPORTING REQUIREMENTS

1. Work plan and PMP: Within ten weeks of award, the contractor shall submit six copies of a first year work plan and budget to implement activities until June 30, 2006. Subsequent work plans will be submitted for each annual cycle, which currently runs from July 1 – June 30. The initial work plan will include a proposed Performance Monitoring Plan for the entire period of performance. This will include a proposed list of standardized indicators that will be used by all recipients of task orders. Two to five indicators will be selected by each Task Order recipient and the CTO for each Task Order; progress will be reported annually by each Task Order recipient to the TO 1 contractor at an agreed schedule for incorporation into the TO 1 annual report. The TO work plan and the PMP will be subject to the approval in writing by the CTO.

2. Progress Reports: The contractor shall submit one semi-annual performance report and one annual performance report yearly to the CTO and the Technical Advisers. These reports will indicate progress achieved towards benchmarks and end-of-task order targets, highlight tangible results, identify any problems encountered in implementation and propose remedial actions as appropriate. The semiannual report will be submitted within 45 calendar days of the six-month period ending on December 31. The annual report will be submitted within 45 days of the 12-month period ending on June 30. Annual reports will include data collected across all PDI task orders to measure progress against the PMP. An annual performance review meeting will be scheduled with the CTO, TAs, and other appropriate PRH and OHA staff.

3. Financial Reports: The contractor shall submit a quarterly financial report that will include a summary of task order finances and a pipeline analysis of funds obligated, funds expended, expenses accrued and funds remaining by budget categories. This financial report will break out funds by fund category, core and field support (by country) and by year of obligation.

4. Demobilization Plan: Six months prior to the completion date of the task order, the contractor shall submit a Demobilization Plan to the CTO. The Demobilization Plan will include, at a minimum, an illustrative Property Disposition Plan; a plan for the phase-out of in-country operations; a delivery schedule for all reports or other deliverables required under the task order; and a timetable for completing all required actions in the Demobilization Plan, including the submission date of the final Property Disposition Plan to the Contracting Officer. A final project report will be due 30 days after project closeout.

5. Ad hoc Reports: Other reports may be requested as needed by the Global Health Bureau.

VI. END-OF-TASK ORDER TARGETS AND DELIVERABLES

All countries where the contractor undertakes significant work show an increase in the policy enabling environment

8 countries meet indicators in at least four of the five IRs

12* countries meet an indicator for IR1; 10 countries will meet two indicators for IR1; and 5 countries will meet 3 indicators for IR1

12* countries meet an indicator for IR2; 10 countries will meet two indicators for IR2; and 5 countries will meet 3 indicators for IR2

12* countries meet an indicator for IR3; 10 countries will meet two indicators for IR3; and 5 countries will meet 3 indicators for IR3

12* countries meet an indicator for IR4

12* countries meet an IR5 data use indicator and 5 countries meet an IR5 indicator for application of a tool

* *If the contractor works in fewer than 12 countries, the government may elect to substitute "equivalent expansion of work in existing country contexts" for the additional countries.*

VII. 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 quarter's 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.

VIII. TECHNICAL DIRECTIONS

Technical Directions during the performance of this task order shall be provided by the Technical Officer as stated in Block 5 of the cover page pursuant to Section F of the IQC contract.

IX. TERM OF PERFORMANCE

a. Work shall commence on the date noted in Block 7 of the cover page. The estimated completion date is reflected in Block 8 of the cover page.

b. Subject to the ceiling price of this task order and the prior written approval of the Technical Officer (see Block No. 5 on the Cover Page), the contractor may extend the estimated completion date, provided that the extension does not cause the elapsed time for completion of the work, including the furnishing of all deliverables, to extend beyond calendar days from the original estimated completion date. Prior to the original estimated completion date, the contractor shall provide a copy of the Technical Officer's written approval for any extension of the term of this task order to the Contracting Officer; in addition, the contractor shall attach a copy of the Technical Officer's approval to the final voucher submitted for payment.

c. It is the contractor's responsibility to ensure that the Technical Officer-approved adjustments to the original estimated completion date do not result in costs incurred that exceed the ceiling price of this task order. Under no circumstances shall such adjustments authorize the contractor to be paid any sum in excess of the task order.

d. Adjustments that will cause the elapsed time for completion of the work to exceed the original estimated completion date by more than calendar days must be approved in advance by the Contracting Officer.

X. FIELD SUPPORT APPROVAL PROCESS

When an mission proposes to add funds that exceed a threshold amount of \$500,000 for acti be performed under this PDI task order, the following process shall be followed:

(i) The mission Cognizant Technical Officer (CTO) submits a SOW for those activities to the contractor and requests a budget from the contractor.

- (ii) The mission CTO also submits the SOW for those activities and the Independent Government Cost Estimate (GCE) to the cognizant mission CO as well as a copy to the GH CTO and the OAA CO.
- (iii) The GH CTO provides concurrence via email to the cognizant mission CO and OAA CO that the SOW for those activities is within the parameters of the Task Order.
- (iv) The contractor submits a cost proposal budget for those field support activities to the mission CTO and the cognizant mission CO to determine if the costs are fair and reasonable.
- (v) The cognizant mission CO has 5 work days from receipt of the cost proposal to provide approval or request additional information/time from the contractor or the GH CTO.
- (vi) The cognizant mission CO shall provide approval via email to the contractor as well as a copy to the mission CTO, GH CTO and the OAA CO.
- (vii) If there is no response from the cognizant mission CO within 5 work days from receipt of the cost proposal, it is understood, that the contractor will proceed with those SOW activities.

The cognizant mission CO reserves the right to address any costs after the 5 day review period that may not appear to be allowable or allocable.

XI. CEILING PRICE

For Workdays Ordered (Salaries, Fringe Benefits)	\$23,199,879.00
For Other Direct Costs (Travel/Transportation/Per-diem, Subcontractors, Allowances, Equipment, Small grants,)	\$48,988,284.00
Indirect Cost (Overhead, Fringe Benefits, G&A, Subcontract Handling)	\$20,006,064.00
Fixed Fee (8.5%)	\$7,805,734.00
Ceiling Price	\$99,999,961.00

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

b. Subject to the ceiling price established in this delivery order and the prior written approval of the Technical Officer, the contractor may adjust the number of workdays actually employed in the performance of the work by each position specified in this order. The contractor shall attach a copy of the Technical Officer's approval to the final voucher submitted for payment.

c. It is the contractor's responsibility to ensure that the Technical Officer-approved adjustments to the workdays ordered for each functional labor specialist do not result in costs incurred which exceed the ceiling price of this delivery order. Under no circumstances shall such adjustments authorize the contractor to be paid any sum in excess of the ceiling price.

XII. USE OF GOVERNMENT FACILITIES AND PERSONNEL

(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 authorized in advance, in writing, by the 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.

XIII. LOGISTIC SUPPORT

The contractor shall be responsible for all logistic support needed to successfully complete the contract.

XIV. WORKWEEK

The contractor is authorized up to a 5 workweek in the field with no premium pay.

XV. AUTHORIZED GEOGRAPHIC CODE

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

XVI. EXECUTIVE ORDER ON TERRORISM FINANCING

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

XVII. FUND CITATIONS

NMS Request No.: 12602
Organization: 961

BBFY: 2005
EBFY: 2006
FUND: CD-AIDS
OP Unit: GH/OHA
Strategic Objective: 936-004
Distribution: 936-3109
Team Division: GH/PRH/PEC
BGA: 997
SOC: 410000
Core:
GH/OHA \$2,500,000.00
GH/PRH \$3,000,000.00

Field Support:
E&E \$3,134,565.00
ANE \$725,000.00
LAC \$2,175,000.00
AFR \$2,250,000.00

USAID/Indonesia
MAARD No.: 497-0019-05-087
BPC: HCD5-05-23497-IG13
Appropriation: 725/61095
OC: 41000
Project No: 4970019.02
U150079
Amount: \$400,000.00

USAID/Iraq
MAARD No.: 267-0002-3-05030
BPC No.: HIQ40523267QG13
Appropriation: 72114/61096
Reservation No.: AO50026
Amount: \$30,000.00

Total Obligated Amount: \$14,129,565.00