



USAID
FROM THE AMERICAN PEOPLE

Solicitation Number: RFP-294-2008-009
Issuance Date: April 09, 2008
Closing Date: May 28, 2008
Closing Time: 15:00 hrs/ (Tel Aviv, Israel Time - UTC/GMT +3 hours)

Subject: Request for Proposals (RFP) No. 294-2008-009 USAID/ Palestinian Health Sector Reform Development Project (“the Flagship Project”).

To All Potential Offerors:

The United States Government, represented by the U.S. Agency for International Development (USAID), is seeking proposals from qualified U.S. organizations interested in providing the services as described in the attached solicitation.

This is a full and open competition, under which any type of U.S. organization (large or small commercial [for profit] firm, educational institution, and non-profit organization) is eligible to compete. The procedures set forth in FAR Part 15 shall apply.

The “Palestinian Health Sector Reform and Development Project” will strengthen the institutional capacities and performance of the Palestinian Authority Ministry of Health (MoH), selected non-governmental organizations, and eligible educational and professional institutions to support a functional, democratic Palestinian health sector capable of meeting the priority public health needs of its people. Project activities will support the PA’s reform and development agenda and help respond to priorities identified in the MoH’s National Strategic Health Plan/Medium Term Development Plan for 2008 - 2010. Technical priority areas will include maternal and child health, injury prevention, chronic diseases, rehabilitation and emergency care, and basic household hygiene and sanitation practices. Activities will be supported in the West Bank, with more limited programs in Gaza and East Jerusalem.

USAID/West Bank and Gaza plans to award a cost reimbursement term-type contract as a result of this solicitation covering an estimated period of five years, subject to availability of funds. Offerors must propose costs that they believe are realistic and reasonable for the work. Cost proposals will be evaluated for the purpose of best value determination for contract award, including cost effective approaches to achieving the results.

USAID encourages the participation to the maximum extent possible of small business concerns, small disadvantaged business concerns and women-owned small business concerns in this activity as the prime contractor or as subcontractors in accordance with Part 19 of the FAR.

If substantive questions are received which affect the response to the solicitation, or if changes are made to the closing date and time, as well as other aspects of the RFP, this solicitation will be amended. Any amendments to this solicitation will be issued and posted on the Federal Business Opportunities (FedBizOpps) website. Offerors are encouraged to check this website (<http://www.fedbizopps.gov>) periodically.

An Interested Vendor List is not included in this solicitation. Offerors can register and use the Interested Vendor List (IVL) on the FedBizOpps page, so that firms can contact one another for consideration of teaming arrangements and/or small business subcontracting opportunities in response to this solicitation.

It is the responsibility of the recipient of this solicitation to ensure that the solicitation has been received from the Internet in its entirety. USAID bears no responsibility for data errors resulting from download or conversion processes.

Submission

If your organization decides to submit a proposal in response to this solicitation, it must be submitted in accordance with Section L of the RFP at the designated place and time indicated in Block 9 of the RFP cover page (Standard Form 33). Please note that the designated office or Government installation for receipt of proposals is not the USAID/Washington mailroom or any other office or facility of the U.S. Department of State in Washington, D.C. Any proposal not received in the designated office listed below by the closing date and time will be handled in accordance with FAR 15.208. Proposals, and modifications thereto, shall be submitted in sealed envelopes with the name and address of the Offeror and the RFP number inscribed thereon to:

Via U.S. Mail: _____

OR

Hand or Air Courier Service:

USAID
Attn: Ms. Sonila Hysi
Contracting Officer
9700 Tel Aviv Place
Washington DC 20521-9700

USAID/West Bank and Gaza
Attn: Ms. Sonila Hysi, Contracting Officer
Office of Contracts Management
10th floor, 25 Hamered Street
Tel Aviv, Israel

OR

USAID c/o American Embassy
Attn: Ms. Sonila Hysi, Contracting Officer
Office of Contracts Management
71 Hayarkon Street, 63903
Tel Aviv, Israel

Faxed, telegraphic or electronic proposals will not be accepted.

Questions

USAID requests that all questions regarding this RFP be submitted in writing to Ms. Linda Maher, via e-mail at WBG-OCM-packages@usaid.gov no later than 15:00 hours Tel Aviv, Israel time on April 30, 2007. Answers to all questions will be provided.

Issuance of this solicitation does not in any way obligate the U.S. Government to award a contract nor does it commit the U.S. Government to pay for costs incurred in the preparation and submission of a proposal. Furthermore, the Government reserves the right to reject any and all offers, if such action is considered to be in the best interest of the Government.

Thank you for your interest in USAID programs.

Sincerely,

Sonila Hysi
Contracting Officer
USAID/West Bank and Gaza

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING N/A	PAGE OF	PAGES
2. CONTRACT NUMBER	3. SOLICITATION NUMBER 294-2008-009	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED 04/09/2008	6. REQUISITION/PURCHASE NUMBER	
7. ISSUED BY Office of Contracts Management USAID/ West Bank and Gaza		CODE 9700	8. ADDRESS OFFER TO (If other than Item 7) See Section L.5			

NOTE: In sealed bid solicitations "offer" and "Offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in original and 3 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried, in the depository located in Contracts Officer, USAID/West Bank and Gaza until 15:00 hrs local time 28 May 2008
(Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All Offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME Linda Maher	B. TELEPHONE (NO COLLECT CALLS)		C. E-MAIL ADDRESS lmaher@usaid.gov
		AREA CODE 972 3	NUMBER 5198 670	EXT.

11. TABLE OF CONTENTS

See Attached Table of Contents

(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
X	A	SOLICITATION/CONTRACT FORM		X	I	CONTRACT CLAUSES	53
X	B	SUPPLIES OR SERVICES AND PRICES/COSTS	1	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
X	C	DESCRIPTION/SPECS./WORK STATEMENT	3	X	J	LIST OF ATTACHMENTS	62
X	D	PACKAGING AND MARKING	27	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	INSPECTION AND ACCEPTANCE	29	X	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	63
X	F	DELIVERIES OR PERFORMANCE	30				
X	G	CONTRACT ADMINISTRATION DATA	35	X	L	INSTR., CONDS., AND NOTICES TO OFFERORS	68
X	H	SPECIAL CONTRACT REQUIREMENTS	39	X	M	EVALUATION FACTORS FOR AWARD	84

OFFER (Must be fully completed by Offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within 60 calendar days (60 calendar days unless a different period is inserted by the Offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52-232-8)	10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	CALENDAR DAYS (%)
14. ACKNOWLEDGEMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)
15B. TELEPHONE NUMBER AREA CODE NUMBER EXT.		<input type="checkbox"/> 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE	17. SIGNATURE
			18. OFFER DATE

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT \$. 00	21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(a) () <input type="checkbox"/> 41 U.S.C. 253(c) ()		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM
24. ADMINISTERED BY (If other than Item 7) Office of Contracts Management USAID/West Bank and Gaza 71 Hayarkon Street, 63903 Tel Aviv, Israel		25. PAYMENT WILL BE MADE BY USAID/West Bank and Gaza Office Financial Management	CODE
26. NAME OF CONTRACTING OFFICER (Type or print)		27. UNITED STATES OF AMERICA (Signature of Contracting Officer)	
		28. AWARD DATE	

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

TABLE OF CONTENTS

PART I – THE SCHEDULE	- 1 -
SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS	- 1 -
<i>B.1 PURPOSE</i>	- 1 -
<i>B.2 CONTRACT TYPE</i>	- 1 -
<i>B.3 ESTIMATED COST, FIXED FEE, AND OBLIGATED AMOUNT</i>	- 1 -
<i>B.4 PRICE SCHEDULE</i>	- 1 -
<i>B.5 INDIRECT COSTS (DEC 1997)</i>	- 2 -
<i>B.6 ADVANCE UNDERSTANDING ON CEILING INDIRECT COST RATES AND FINAL REIMBURSEMENT FOR INDIRECT COSTS</i>	- 2 -
<i>B.7 COST REIMBURSABLE</i>	- 2 -
SECTION C – DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK	- 3 -
<i>C.1 PROJECT BACKGROUND</i>	- 4 -
<i>C.2 CONTRACT GOALS AND OBJECTIVES</i>	- 8 -
<i>C.3 STATEMENT OF WORK</i>	- 10 -
SECTION D - PACKAGING AND MARKING.....	- 27 -
<i>D.1 AIDAR 752.7009 MARKING (JAN 1993)</i>	- 27 -
<i>D.2 BRANDING STRATEGY</i>	- 27 -
SECTION E - INSPECTION AND ACCEPTANCE	- 29 -
<i>E.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE</i>	- 29 -
<i>E.2 INSPECTION AND ACCEPTANCE</i>	- 29 -
<i>E.3 MONITORING AND EVALUATION</i>	- 29 -
SECTION F - DELIVERIES OR PERFORMANCE	- 30 -
<i>F.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE</i>	- 30 -
<i>F.2 DELIVERY SCHEDULE</i>	- 30 -
<i>F.3 PERIOD OF PERFORMANCE</i>	- 31 -
<i>F.4 PERFORMANCE STANDARDS</i>	- 31 -
<i>F.5 KEY PERSONNEL</i>	- 31 -
<i>F.6 PLACE OF PERFORMANCE</i>	- 32 -
<i>F.7 AIDAR 752.7005 SUBMISSION REQUIREMENTS FOR DEVELOPMENT EXPERIENCE DOCUMENTS (JAN 2004)</i>	- 32 -
<i>F.8 LEVEL OF EFFORT</i>	- 33 -
SECTION G - CONTRACT ADMINISTRATION DATA.....	- 35 -
<i>G.1 AIDAR 752.7003 DOCUMENTATION FOR PAYMENT (NOV 1998)</i>	- 35 -
<i>G.2 ADMINISTRATIVE CONTRACTING OFFICE</i>	- 36 -
<i>G.3 COGNIZANT TECHNICAL OFFICER (CTO)</i>	- 36 -
<i>G.4 TECHNICAL DIRECTIONS/RELATIONSHIP WITH USAID</i>	- 36 -
<i>G.5 PAYING OFFICE</i>	- 38 -
<i>G.6 ACCOUNTING AND APPROPRIATION DATA</i>	- 38 -
SECTION H - SPECIAL CONTRACT REQUIREMENTS.....	- 39 -
<i>H.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE</i>	- 39 -
<i>H.2 AIDAR 752.225-70 SOURCE, ORIGIN AND NATIONALITY REQUIREMENTS</i>	- 39 -
<i>H.3 AIDAR 752.7004 EMERGENCY LOCATOR INFORMATION (JUL 1997)</i>	- 40 -
<i>H.4 AIDAR 752.228-3 - WORKER'S COMPENSATION INSURANCE (DEFENSE BASE ACT)</i> - 40 -	- 40 -
<i>H.5 MEDICAL EVACUATION (MEDEVAC) SERVICES (JULY 2007)</i>	- 41 -
<i>H.6 AUTHORIZED GEOGRAPHIC CODE</i>	- 41 -
<i>H.7 NONEXPENDABLE PROPERTY PURCHASES AND INFORMATION TECHNOLOGY RESOURCES</i>	- 41 -
<i>H.8 LOGISTIC SUPPORT</i>	- 41 -
<i>H.9 LANGUAGE REQUIREMENTS</i>	- 42 -

H.10	SUBCONTRACTING PLAN AND THE SF 294 – SUBCONTRACTING REPORT FOR INDIVIDUAL CONTRACTS AND SF 295 – SUMMARY CONTRACTING REPORT.....	- 42 -
H.11	752.7007 PERSONNEL COMPENSATION (July 2007).....	- 42 -
H.12	ADDITIONAL REQUIREMENTS FOR PERSONNEL COMPENSATION.....	- 42 -
H.13	EMPLOYMENT COSTS OF THIRD COUNTRY NATIONALS AND COOPERATING COUNTRY NATIONALS.....	- 44 -
H.14	FOREIGN GOVERNMENT DELEGATIONS TO INTERNATIONAL CONFERENCES (JAN 2002) -	44 -
H.15	REPORTING OF FOREIGN TAXES.....	- 44 -
H.16	VALUE ADDED TAX AND CUSTOMS DUTIES.....	- 45 -
H.17	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JULY 2007). -	46 -
H.18	FAR 52.222-50 COMBATING TRAFFICKING IN PERSONS (AUG 2007).....	- 46 -
H.19	GRANTS UNDER CONTRACT.....	- 47 -
H.20	GEOGRAPHIC INFORMATION SYSTEM (GIS) REPORTING.....	- 48 -
H.21	TraiNet REPORTING.....	- 48 -
H.22	PROHIBITION AGAINST SUPPORT FOR TERRORISM.....	- 48 -
H.23	PROHIBITION AGAINST CASH ASSISTANCE TO THE PALESTINIAN AUTHORITY- 50	-
H.24	RESTRICTION ON DESIGNATION AND NAMING OF FACILITIES.....	- 50 -
H.25	ACCESS TO WEST BANK AND GAZA.....	- 50 -
H.26	USAID DISABILITY POLICY - (DEC 2004).....	- 50 -
H.27	HEALTH AND ACCIDENT COVERAGE FOR USAID PARTICIPANT TRAINEES (JAN 1999) -	51 -
H.28	PARTICIPANT TRAINING (Jan 1999).....	- 51 -
PART II - CONTRACT CLAUSES		- 53 -
SECTION I – CONTRACT CLAUSES		- 53 -
I.1	NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE.....	- 53 -
I.2	52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (Aug 2003).....	- 55 -
I.3	52.217-8 OPTION TO EXTEND SERVICES (NOV 1999).....	- 56 -
I.4	AIDAR 752.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS AND SMALL DISADVANTAGED BUSINESS CONCERNS.....	- 56 -
I.5	52.227-23 RIGHTS TO PROPOSAL DATA (TECHNICAL) (JUN 1987).....	- 56 -
I.6	52.232-25 PROMPT PAYMENT (OCT 2003).....	- 56 -
I.7	52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998).....	- 60 -
I.8	AIDAR 752.242.70 PERIODIC PROGRESS REPORTS (JULY 1998).....	- 60 -
I.9	AIDAR 752.7032 INTERNATIONAL TRAVEL APPROVAL AND NOTIFICATION REQUIREMENTS (JAN 1990).....	- 60 -
I.10	COMMUNICATIONS PRODUCTS (OCT 1994).....	- 60 -
PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS.....		- 62 -
SECTION J - LIST OF ATTACHMENTS.....		- 62 -
PART IV - REPRESENTATIONS AND INSTRUCTIONS		- 63 -
SECTION K – REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS.....		- 63 -
K.1	NOTICE LISTING SOLICITATION PROVISIONS INCORPORATED BY REFERENCE- 63	-
K.2	52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2006).....	- 63 -
K.3	52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (JUNE 2000) -	64 -

K.4 52.230-7 PROPOSAL DISCLOSURE--COST ACCOUNTING PRACTICE CHANGES (APR 2005)..... - 66 -

K.5 INSURANCE - IMMUNITY FROM TORT LIABILITY..... - 66 -

K.6 SIGNATURE..... - 66 -

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS..... - 68 -

L.1 NOTICE LISTING SOLICITATION PROVISIONS INCORPORATED BY REFERENCE- 68 -

-

L.2 52.215-1 INSTRUCTIONS TO OFFERORS—COMPETITIVE..... - 68 -

ACQUISITION (JAN 2004)..... - 68 -

L.3 52.216-1 TYPE OF CONTRACT (APR 1984)..... - 71 -

L.4 52.233-2 SERVICE OF PROTEST (SEP 2006)..... - 72 -

L.5 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY..... - 72 -

REFERENCE (FEB 1998)..... - 72 -

L.6 POINT OF CONTACT..... - 72 -

L.7 GENERAL INSTRUCTIONS TO OFFERORS..... - 72 -

L.8 INSTRUCTIONS FOR THE PREPARATION OF THE TECHNICAL PROPOSAL..... - 75 -

L.9 INSTRUCTIONS FOR THE PREPARATION OF THE COST PROPOSAL..... - 80 -

L.10 INSTRUCTIONS FOR THE PREPARATION OF THE BRANDING IMPLEMENTATION PLAN (BIP)..... - 83 -

SECTION M - EVALUATION FACTORS FOR AWARD - 84 -

M.1 GENERAL INFORMATION..... - 84 -

M.2 TECHNICAL EVALUATION..... - 84 -

M.3 COST EVALUATION..... - 87 -

M.4 CONTRACTING WITH SMALL BUSINESS CONCERNS AND DISADVANTAGED ENTERPRISES..... - 87 -

ATTACHMENT 1 - IDENTIFICATION OF PRINCIPAL GEOGRAPHIC CODE NUMBERS.89

ATTACHMENT 2 - SUMMARY BUDGET FORMAT.....90

ATTACHMENT 3 - CONTRACTOR/SUBCONTRACTOR PAST EXPERIENCE INFORMATION.....92

ATTACHMENT 4 - ACRONYMS.....93

ATTACHMENT 5 – USEFUL LINKS.....94

PART I – THE SCHEDULE**SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS****B.1 PURPOSE**

The purpose of this contract is to provide technical assistance as described in detail in Section C, Statement of Work (SOW)

B.2 CONTRACT TYPE

This is a Cost-Plus-Fixed-Fee (CPFF) term-type contract. For the consideration set forth below, the Contractor shall provide the performance objectives or expected results described in Section C in accordance with the performance indicators specified in Sections C & F.

B.3 ESTIMATED COST, FIXED FEE, AND OBLIGATED AMOUNT

(a) The estimated cost for the performance of the work required hereunder, exclusive of fixed fee, if any, is TBD. The fixed fee is TBD. The estimated cost plus fixed fee is estimated to be TBD for the five years period.

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

(c) Funds obligated hereunder are anticipated to be sufficient through TBD.

B.4 PRICE SCHEDULE

CLIN	PROJECT COMPONENT	AMOUNT (\$)
001	Project Component 1 – Health Sector Management and Reform	
	Fee	
002	Project Component 2 - Clinical and Community-Based Health	
	Fee	
003	Project Component 3 - Procurement Support for Health and Humanitarian Assistance	
	Fee	
	TOTAL COST PLUS FIXED FEE	

B.5 INDIRECT COSTS (DEC 1997)

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

Description	Rate	Base	Type	Period
		1/	1/	1/
[To be determined]				

B.6 ADVANCE UNDERSTANDING ON CEILING INDIRECT COST RATES AND FINAL REIMBURSEMENT FOR INDIRECT COSTS

(1) Reimbursement for allowable indirect costs shall be at final negotiated rates but not in excess of the following ceiling rates:

Description	Rate	Base	Type	Period
	1/	1/	1/	
[To be determined]				

(2) The Contractor will make no change in its established method of classifying or allocating indirect costs without the prior written approval of the Contracting Officer.

(3) The Government shall not be obligated to pay any additional amount on account of indirect costs above the ceiling rates established in the contract.

(4) This understanding shall not change any monetary ceiling, obligation, cost limitation, or obligation established in the contract.

B.7 COST REIMBURSABLE

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

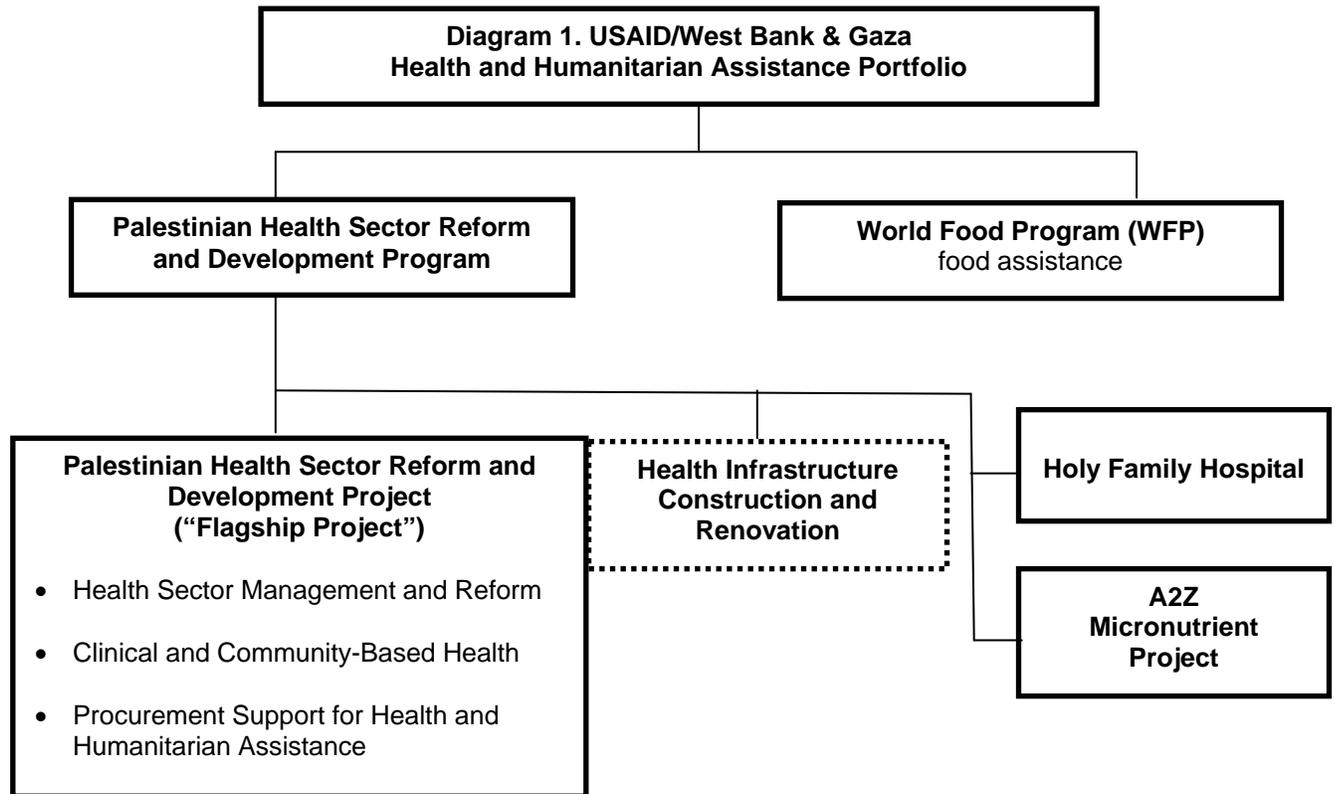
[END OF SECTION B]

SECTION C – DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

USAID/West Bank and Gaza (USAID/WBG) seeks to secure technical services and commodities for the implementation of activities under the new, five-year Palestinian Health Sector Reform and Development Project (“the Flagship Project”).

The purpose of the contract is to strengthen the institutional capacities and performance of the Palestinian Authority Ministry of Health, selected non-governmental organizations, and eligible educational and professional institutions to support a functional, democratic Palestinian health sector capable of meeting the priority public health needs of its people.

The Flagship Project is the Mission’s principal activity for health sector reform and development and is part of a larger program as displayed in Diagram 1:



Health infrastructure construction and renovation activities will be implemented through one or more separate contracts managed directly by the USAID/West Bank and Gaza Water Resources and Infrastructure Office (WRI). Planning and coordination with the Flagship Project contractor will be achieved through an Integrated Management Team which will consist of the Chiefs of Party and the respective USAID Cognizant Technical Officers (CTOs) and Activity Managers. This structure will allow USAID to provide an integrated assistance package which provides all three elements --- strengthened institutional management and human resource capacities, essential health commodities, and upgraded health facilities --- needed to deliver quality services.

In addition to the Flagship Project and construction activities, the Program includes several short-term, targeted projects including follow-on support to the Holy Family Hospital and limited technical interventions in micronutrient fortification. When deemed appropriate by USAID, the Flagship Project contractor and the construction contractors may also be required to provide limited support to these smaller activities.

Illustrative examples of such support under the Flagship Project are provided in Section C and will be limited to the technical scope and available resources of the contract.

USAID’s interventions to support development and reform in the Palestinian health sector will contribute to the achievement of the U.S. Government’s foreign policy objectives in this volatile and strategically vital region. Significant political scrutiny, rigorous program oversight, and demanding stakeholder expectations require the Contractor to provide superlative technical and administrative staff, considerable breadth and depth of state-of-the-art technical expertise, and proven, highly effective management systems which can achieve the important development objectives set forth in this RFP. As it is possible that no single organization has all the expertise needed to successfully implement each Project Component described in this contract, offerors are encouraged to thoughtfully and thoroughly analyze their institutional capacities to meet the challenges of this project and to propose a creative, effective technical approach which ensures that a top quality team is mobilized and solid management systems are in place in order to achieve project results.

The contract is expected to be issued during Fiscal Year 2008 and will be implemented over the course of five years from the date of the award.

C.1 PROJECT BACKGROUND

Public Health in the Context of a Palestinian State

A major foreign policy objective for the United States is the realization of a “two state solution” to resolve the Palestinian-Israeli conflict. This vision seeks to establish a democratic Palestinian state living side-by-side with Israel in mutual peace and security. Such a state must be functional, self-sufficient, and capable of meeting the needs of its people, including effective mechanisms for ensuring the delivery of essential public health services (Table 1).

Table 1. Components of a Functional Public Health System
<ul style="list-style-type: none"> • health promotion and disease prevention • quality primary care services • quality basic curative and rehabilitative services • safe drinking water and sanitation • food security and nutrition • health surveillance, monitoring, and health information systems • health sector governance and management

The Palestinian Authority Ministry of Health (MoH) is responsible for health care service provision, regulation and legislation, human resource development, public health activities, health surveillance, and

health care financing. Recognizing its public health responsibilities, the MoH envisions the creation of “an integrated health care system that contributes to promoting and sustaining the health status of the Palestinians.”¹ The MoH is responsible for ensuring the provision of needed health care services of appropriate quality and emphasizes equitable access, quality of care, community participation, health education, and accountability among its guiding principles. Moreover, the MoH acknowledges the importance of cooperation, integration, and partnership among different health care providers (non-governmental organizations, UNRWA, the private sector) to guarantee availability of health services and ensure rational resource utilization. In the “National Strategic Health Plan – Medium Term Development Plan” for 2008 – 2010, the Ministry of Health identified five key strategic objectives (Table 2) which mark a transition from a “chronic emergency” response to a more integrated development-oriented approach for the health sector.

Table 2. Palestinian Authority Ministry of Health – Strategic Objectives 2008 - 2010
1 – Achievement of the best possible outcomes from health care services
2 – Ensure sustainable financing of the health care system
3 – Efficient and effective infrastructure for the provision of health services
4 - Ensure adequate and appropriate human resources
5 - Effective policy making, planning, and management

Together with international partners, the Ministry has been reviewing its dual role as both a provider of health care and as a regulator and purchaser/financer of services. Though significant progress has been made, additional efforts will be needed to further clarify the appropriate balance of roles for the MoH and to help strengthen its capacity in health sector governance, including health policy development, health services regulation across both public and private sectors (e.g. licensure, quality assurance systems, health care financing), and donor coordination. The Ministry relies heavily on external donations, raising concerns about long-term sustainability. With the new MoH strategic plan, an opportunity exists to align USAID and other donor assistance with Palestinian priorities, optimize use of limited resources, and build capacities needed for a successful, integrated health sector.

A Challenging Environment for Health Sector Development

Since the beginning of the second Intifada in 2000, the Palestinian territories have struggled with a volatile political, security, and economic situation. In March 2006, the installation of a Hamas-controlled government which declined to accept the Quartet Principles led to a redirection of millions of dollars of donor assistance away from the Palestinian Authority. During this period, USAID redesigned many of its interventions to focus on humanitarian assistance needs while maintaining a core set of health development activities through the non-governmental organization (NGO) sector. Following Hamas’ violent seizure of Gaza in June 2007, the cabinet was dissolved by Palestinian President Mahmoud Abbas and a new

¹ “National Strategic Health Plan – Medium Term Development Plan, 2008 – 2010” published by the Palestinian National Authority, January, 2008 (available on-line at <http://www.palestine-pmc.com/pdf/6-2-08.pdf>)

government was appointed under the leadership of Prime Minister Salam Fayyad. The establishment of this new government, committed to the principles of peace, reform, and development, enabled the U.S. to resume its development partnership with the Palestinian Authority Ministry of Health.

Significant challenges remain for reforming and developing the Palestinian health sector:

- The ongoing Palestinian-Israeli conflict, political instability in the Palestinian territories, violence, and insecurity have all had an adverse impact on the Palestinian economy, causing declines in living standards and reduced household resources to purchase health care services.
- The population of the West Bank and Gaza is approximately 4.0 million, including an estimated 1.5 million refugees, with a demographic profile characterized by a young age structure (44% under 15 years old).
- The health system in the West Bank and Gaza is complex, with four major categories of health care providers: the Ministry of Health, the United Nations Relief and Works Agency (UNRWA), local NGOs, and the private sector.
- The Ministry of Health must balance dual roles as the largest network of health facilities, and also serves as the principal administrative and regulatory body for the Palestinian health system.
- Quality of care is a priority issue for the Ministry of Health. Although progress has been made in developing standard treatment protocols and in refining in-service training modules and job aids that can be used as tools for supervision and overall quality improvement, few service delivery sites have quality improvement or performance improvement systems in place and little national guidance exists on how to implement such a system.
- The Palestinian health care system relies on physicians as primary care providers, with underutilization of nurses and midwives as health professionals. Palestinian health care providers have been educated in many different countries and have highly varying levels of training and skills, making it difficult to standardize the provision of quality health care services. Within the West Bank and Gaza, quality clinical training opportunities are limited and often require students to study abroad to qualify for board certification.
- The financial situation of the Palestinian health sector is precarious. Ministry of Health revenues and resources fall far short of expenditures, leaving the MoH highly donor-dependent. NGO facilities also face serious challenges as insurance and out-of-pocket payments often fail to cover the costs of hospital admission, even for routine short-stay services such as labor and delivery. Public sector payments to local NGO hospitals which provide referral care are often in arrears.
- The important role communities can play in health promotion and identifying local solutions to local problems has received little systematic attention in the West Bank and Gaza. Likewise, the linkages between communities, primary care, and referral services have yet to be fully developed.

For the Palestinian population in the West Bank and Gaza, a snapshot of key health status indicators is shown in Table 3.

Table 3. Key Health Status Indicators for the West Bank & Gaza ²

² Unless otherwise noted, the source of data in Table 3 is the “Palestinian Family Health Survey, 2006, Preliminary

Overall	Average life expectancy = 72 years ³ Palestinian households which are food insecure = 34% ⁴
Maternal health and nutrition	96.6% of deliveries occur in health care facilities 15% of deliveries are by caesarean section 30% of mothers had a post-natal visit with a specialist within six weeks after delivery
Child health and nutrition	Infant mortality rate = 25.3 deaths per 1000 live births (28.8 in Gaza; 22.9 in West Bank) Child mortality rate = 28.2 deaths per 1000 live births (31.8 in Gaza; 25.8 in West Bank) 66% of infant deaths occur within the first 27 days of life, with pre-term births and low birth weight as the leading cause of mortality ³ Children age 12 -23 months who are fully immunized = 96.5% Respiratory infections are leading cause of infectious disease deaths among children ³ 26.5% of infants 0 – 5 months of age are exclusively breastfed 10.2% of children under 5 years of age have stunted growth (13.2% in Gaza; 7.9% in West Bank) Anemia rate among children under five = 37.9% ⁵
Chronic diseases	Non-communicable, chronic diseases are main cause of overall mortality ³ : Heart disease = 21% Cerebrovascular conditions = 11% Cancer 10% 17% of youth (age 15 – 29 years) are smokers (28.1% among males; 1% among females)
Injuries	Injuries, which account for 24% of deaths among children 1- 4 years old, are the leading cause of mortality in this age group ³

Report,” published in April 2007 by the Palestinian Central Bureau of Statistics (available on-line at http://www.pcbs.gov.ps/Portals/_pcbs/PressRelease/English_Report.pdf)

³ “Health Status in Palestine 2005,” published by the Ministry of Health in October 2006 (available on-line at <http://www.moh.gov.ps/index.asp?deptid=5&pranchid=184&action=details&serial=3661>)

⁴ The January 2007 Comprehensive Food Security and Vulnerability Assessment (CFSVA) conducted by the United Nations World Food Program (WFP) and the Food and Agriculture Organization (FAO) (available on-line at http://www.wfp.org/policies/Introduction/other/Documents/pdf/CJFSVA_21_Feb.pdf) estimated that 34% of the 3.9 million Palestinians are food-insecure and that another 12% are vulnerable to food insecurity in the near future.

⁵ WFP/FAO CFSVA. January 2007. pg. 14.

	Injuries, which account for 29% of deaths among children and youth 5 – 19 years old, are the leading cause of mortality in this age group ³
Water and Sanitation	63% of households use public water network, 16% use bottled water supplies, 9% use well water 50% of households use public sewer systems, 49% have cesspools
Women's health	Anemia rate among women of reproductive age = 31.1% - 34.8% ⁶

C.2 CONTRACT GOALS AND OBJECTIVES

The overall goal of this project is to strengthen the institutional capacities and performance of the Palestinian health sector, with a special emphasis on building confidence, promoting good governance and effective management practices, and improving the quality of clinical services in the Palestinian Authority's Ministry of Health (MoH). By providing integrated technical assistance and commodity support, USAID interventions are designed with a sector-wide, strategic approach in mind in order to support the PA's reform and development agenda and to respond to priorities identified in the MoH's National Strategic Health Plan/Medium Term Development Plan for 2008 - 2010. Targeted assistance for eligible non-governmental organizations and health professional training institutions will complement the public sector interventions. An integrated set of activities to promote health sector reform and improve management practices, to improve the quality of clinical and community-based health services, and to provide medical and general humanitarian assistance commodities for the Palestinian people will be supported in the West Bank, with a more limited program implemented in Gaza and East Jerusalem.

Through the contract, USAID seeks to support practical, creative, technically sound, and effective approaches that achieve the following objectives by successfully implementing the associated tasks shown in Table 4.

⁶ WFP/FAO CFSVA. January 2007. pg. 14. Anemia among pregnant women appears to be 31.1% and among non-pregnant women 34.8%.

Table 4. USAID Palestinian Health Sector Reform & Development Project (the “Flagship Project”)	
Project Component 1 – Health Sector Management and Reform	
	Objective 1.1 - Improve good governance and management practices in the Palestinian health sector
	Task 1.1.1 - Strengthen the capacity of the Ministry of Health to implement reforms needed for improved quality, sustainability, and equity in the Palestinian health sector
	Task 1.1.2 – Strengthen the capacity of non-governmental organizations to manage quality health care services
Project Component 2 – Clinical and Community-Based Health	
	Objective 2.1 - Improve the quality of essential clinical services for Palestinians
	Task 2.1.1 - Strengthen the capacity of Palestinian health institutions to deliver a quality package of essential primary care services
	Task 2.1.2 - Strengthen quality improvement systems within Palestinian health institutions to deliver better secondary health care services
	Task 2.1.3 – Strengthen the capacity of Palestinian health institutions to provide quality emergency care services
	Task 2.1.4 - Strengthen the capacity of Palestinian health institutions to provide quality rehabilitative care services
	Objective 2.2 – Support delivery of a quality package of community-based health promotion and disease/injury prevention services
	Task 2.2.1 - Strengthen the capacity of Palestinian health institutions to provide effective outreach services in partnership with local communities for improved health and safety outcomes
	Task 2.2.2 – Strengthen the capacity of Palestinian health institutions to effectively use communication strategies to promote healthier and safer behaviors
Project Component 3 – Procurement Support for Health and Humanitarian Assistance	
	Objective 3.1 – Procure essential commodities to help achieve USAID development objectives in health and humanitarian assistance
	Task 3.1.1 – Provide essential health commodity inputs to support successful implementation of institutional development work plans under the Palestinian Health Sector Reform and Development Flagship Project
	Task 3.1.2 – Provide limited, complementary health commodities to support achievement of USAID objectives for other health projects under the Palestinian Health Sector Reform and Development Program
	Task 3.1.3 – Procure emergency medical commodities and general humanitarian assistance materials as directed by USAID

The Flagship Project is the high-profile centerpiece of USAID's Palestinian Health Sector Reform and Development Program. Accordingly, the contract will contribute to the achievement of U.S. Government's foreign policy objectives by supporting the development of a viable, moderate, and democratic Palestinian state.

The performance of the contractor will be measured by the successful implementation of institutional development work plans for each beneficiary organization, and by tangible, measurable, and sustainable improvements in the quality of health care services, management, and governance.

C.3 STATEMENT OF WORK

A. Introduction

The inputs needed to rationalize and revitalize the Palestinian health sector are vast. To achieve its development objective, USAID/West Bank and Gaza will support activities designed and implemented according to the following programming principles:

- Support interventions which contribute to achieving the objectives of the Ministry of Health's vision and strategic plan for Palestinian health sector reform and development.
- Target development resources to support a limited number of the more sustainable Palestinian institutions which deliver a significant proportion of health care services --- the Ministry of Health, and selected non-governmental organizations⁷
- Maintain a long-term, strategic focus on improving the quality of a defined package of essential health care services to be delivered at the clinical and community levels⁸, which respond to priority health needs, and are within USAID's technical priorities.
- Prioritize development-oriented interventions but maintain maximum programmatic flexibility in project design and implementation in order to rapidly respond to humanitarian emergencies or to shifts in the policy, legal, political, or security environment.
- Avoid resource-intensive "pilot projects" which are not practical for scaling up. From the beginning of project design and implementation, program "at scale" and invest in those interventions most likely to strengthen Palestinian institutions and build sustainable local capacity. Focus on implementing interventions which are valued by the beneficiary institutions, integrated into their institutional operating culture, and sustainable after the end of the contract with little if any dependency on additional external resources.

Technical Focus Areas

Based on an analysis of health status indicators, Table 5 displays the technical areas prioritized for USAID/West Bank & Gaza's interventions under the contract.

⁷ NGOs will be selected according to their institutional capacities, sustainability, compliance with USAID/West Bank and Gaza's anti-terrorism requirements, and successful completion of the Mission's vetting process.

⁸ Refer to Project Component 2, Objectives 2.1 and 2.2

Table 5. Technical Priorities for USAID Support to the Palestinian Health Sector	
Essential maternal health services	<ul style="list-style-type: none"> ▪ birth preparedness ▪ prenatal care (including micronutrient supplements) ▪ postpartum care ▪ management of obstetric complications (acute and chronic)
Essential child survival interventions	<ul style="list-style-type: none"> ▪ newborn care ▪ breastfeeding and weaning ▪ micronutrient supplements *⁹ ▪ well child care * ▪ management of childhood illnesses * ▪ childhood immunizations * ▪ rehabilitative care for disabled children
Chronic diseases	<ul style="list-style-type: none"> ▪ systems for early screening, diagnosis, referral, and treatment of chronic diseases especially diabetes, hypertension, and heart disease ▪ community-based wellness programs, including outreach to youth
Injury prevention	<ul style="list-style-type: none"> ▪ hospital emergency department capacity-building ▪ rehabilitative care (occupational and physical therapy) ▪ community-based injury prevention programs ▪ first responder training
Water and Sanitation	<ul style="list-style-type: none"> ▪ improved household practices for safe water use and hygiene
Women's health ¹⁰	<ul style="list-style-type: none"> ▪ breast cancer awareness and screening

Beneficiaries

1. Ministry of Health (MOH):

The principle beneficiary of this project will be the Palestinian Authority Ministry of Health in Ramallah which will be eligible to receive in-kind assistance from USAID (i.e. technical assistance, training, health commodities, etc.). No cash sub-grants or other cash assistance may be provided to the MoH or any other component of the Palestinian Authority under the contract.

2. NGO Community:

USAID will also support selected non-governmental organizations which operate health care networks in the West Bank and Gaza, provide essential referral services in East Jerusalem, deliver quality rehabilitative care for the disabled, or provide professional training and development for health professionals. NGOs will be eligible to receive in-kind assistance and, on a very limited basis, may also benefit from cash sub-grants

⁹ UNICEF is the lead donor in the technical areas marked with an asterisk (*). USAID activities would play a complementary role such collaborating to update national child health protocols for use in primary care clinics.

¹⁰ No family planning activities will be supported under this contract.

under the contract.¹¹ Non-U.S. NGOs must be vetted to determine their eligibility to receive USAID assistance.

Historically, the NGO community has played a very significant, committed, and sustained role in the delivery of health care services to the Palestinian people. By focusing its support on a sub-set of larger, well-established NGOs which operate clinical networks and provide a significant proportion of health care services, or which provide important referral or rehabilitation care, USAID will achieve greater impact and more sustainable results. An illustrative but not comprehensive list of such NGO networks which USAID has supported in the past include: the Palestinian Medical Relief Society (PMRS), the Near East Council of Churches (NECC), the Patient Friends Benevolent Society (in Gaza), the Lutheran World Federation. Smaller, stand-alone NGOs which provide limited health care in vulnerable communities could also be considered for support, but would have to be evaluated on a case-by-case basis according to their institutional capacity and service profile to determine the potential cost-benefit of investing USAID development resources in these organizations.

Geographic Coverage

In partnership with the Ministry of Health and selected NGOs, USAID expects to implement project activities in parts of all twelve governorates in the West Bank.

In East Jerusalem, USAID technical assistance and procurement support will be limited to selected NGO facilities which are within the referral network for the Palestinian Authority. No community-based activities will be undertaken in East Jerusalem but outreach services conducted by these NGOs within the West Bank could be eligible for support.

Because of the current political situation in Gaza, USAID activities there will focus on eligible NGOs with the goal of achieving geographic representation in the north, south, and mid sections of the territory. If future conditions allow, MoH facilities in Gaza could be eligible to receive the same package of in-kind assistance as provided in the West Bank.

Additional Implementation Issues

- The contractor must fully comply with USAID/West Bank and Gaza's anti-terrorism procedures referenced in Section H.22. The most recent Notice, referred to in H.22(c) is Notice No. 2007-WBG-26, and can be found at: <http://www.usaid.gov/wbg/misc/2007-WBG-26.pdf>. As noted in H.22 the details for these requirements may be amended from time to time.
- Regarding restrictions on personnel travel to the West Bank and Gaza, please refer to Section H.25 for further guidance.
- Under the contract, no direct cash assistance (i.e. per diem payments, stipends, reimbursements, sub-grants, etc.) with USAID funds may be provided to any institution or employee of the Palestinian Authority. Please refer to Section H.23 for further guidance.

¹¹ To allow maximum programmatic flexibility, the contractor must have the capacity to manage a grants-under-contract (GUC) mechanism in accordance with Section H.19 in order to respond if asked by USAID to issue sub-grants or if proposed as an integrated part of technical approach to be implemented under the contract.

B. Project Components

I. Project Component 1 – Health Sector Management and Reform

Palestinian health sector reform is essential for creating a more sustainable, responsive system which maximizes the use of scarce resources and provides equitable access to quality services. The contractor will flexibly and effectively respond to a broad range of potential technical assistance needs at various levels of the system:

- *sector-wide reform through the Ministry of Health* (i.e. health care financing, referral networks, accreditation of health facilities, planning and licensing for new health care facilities according to needs and resources, national standards for health professional education, etc.)
- *good governance practices within the MoH* (i.e. more transparent and efficient procurement systems, application of managed care principles to MoH practices, improved financial and budget planning and management, strategic approaches to human resources planning, etc.)
- *improved health facility management within the MoH network* (i.e. standardized administrative and operational policies and procedures for MoH hospitals and clinics, devolution of decision-making authority, improved maintenance of facilities and equipment, etc.)
- *strengthened capacity for health services management within NGO clinical networks*

The contractor will assess current health administration and management systems and practices in the Ministry of Health and selected NGOs at the central and peripheral levels. These assessments will form the basis of customized institutional development work plans which will measurably and demonstrably strengthen the management capacities at these institutions. To utilize resources most effectively, USAID-supported work plans must not duplicate support provided by other donors. Interventions must be practical for organization-wide implementation and sustainable for the long term within the limited resources available to Palestinian institutions. Activities under this Project Component will be coordinated with and supportive of the clinical and community-based interventions under Project Component 2. For example, raising the quality of primary health care in the MoH system will require technical assistance for clinical service provision and for supportive administrative and management systems as well.

Contractor performance will be evaluated not only by successful implementation of the customized work plans developed for each beneficiary organization, but by measurable improvements in the quality of health sector management practices according to performance indicators to be tracked through the project performance management plan..

I.1 Objective 1.1 - Improve good governance and management practices in the Palestinian health sector

Task 1.1.1 - Strengthen the capacity of the Ministry of Health to implement reforms needed for improved quality, sustainability, and equity in the Palestinian health sector

Under the Palestinian Public Health Law, the Ministry of Health has several legal mandates which include: (a) regulate and supervise the provision of health care in Palestine, (b) plan health care services in coordination with other stakeholders, (c) develop human resources in the health sector, (d) manage and disseminate health information, and (e) ensure national health expenditures are allocated according to needs.

Because of evolving MoH needs and priorities for technical assistance in good governance and health systems management, and in the context of diverse and varying donor interventions in these areas, the contractor will have significant institutional capacity and flexibility. Based on needs assessments and data analysis conducted in close consultation with the MoH, targeted work plans will address specific Ministry institutional development objectives within the scope of USAID's available resources and technical priorities. Health reform activities will support improved MoH performance in its dual roles as the leader of

health sector strategic planning, regulation, and financing, and as the leading provider of health care services managed through the largest network of health care facilities serving Palestinians.

To mobilize flexible teams which can respond to MoH needs, the contractor will draw upon a broad base of top quality technical expertise in diverse areas such as health care financing, budget planning and financial management, managed care, human resources planning and development, rational pharmaceutical management and logistics, procurement of health commodities, decentralization, maintenance of physical facilities and equipment, hospital and clinic administration, epidemiology, and health information systems.

Illustrative interventions in support of the MoH under this task could be targeted at the central, governorate, or health care facility level and might include:

- Develop and implement fellowships, foreign study programs, or development of local certificate training programs in health management and administration
- Develop administration and management guidelines and protocols for MoH clinics and hospitals
- Build partnerships among the MoH, NGOs, and health professional training programs¹² to improve the quality of and provide accreditation for pre-service classroom and clinical education
- Develop an accreditation system for Palestinian health care facilities
- Provide technical assistance to harmonize procurement and supply systems with service delivery needs at the primary and secondary care levels
- Place specialized consultants embedded within the Ministry
- Support a strategic analysis of the advantages and disadvantages of decentralization/devolution of selected health care management functions and decision-making to the governorate or health facility level
- Foster broader opportunities for citizen participation in health sector planning and operations

Deliverables:

- Situation analysis and needs assessment regarding MoH governance and management systems
- Five-year institutional development work plan for the Palestinian Ministry of Health governance and management systems
- Health Administration and Management Program for the public sector (including policies, procedures, standards, job aids, training, and oversight)
- Palestinian Health Facility Accreditation Program
- Other deliverables as specified in the MoH institutional development work plan

Task 1.1.2 – Strengthen the capacity of non-governmental organizations to manage quality health care services

For eligible NGO health care networks, specific institutional development work plans will be developed according to the management needs, capacities, and strategic plans of each institution. USAID-funded technical assistance will support better management practices related to topics such as budget planning and financial management, human resources planning and development, procurement and inventory control systems for health commodities, maintenance of physical facilities and equipment, and hospital and clinic administration.

Some illustrative interventions might include:

- Assist the NGO to review and update its administrative policies and procedures
- Assist the NGO to develop more cost-effective processes for procurement of medicines and supplies

¹² Non-U.S. educational institutions, including NGOs, universities, colleges, professional and vocational schools are also subject to the Mission's vetting process to determine eligibility for USAID support.

Deliverables:

- Situation analysis and needs assessment regarding health administration and management for each beneficiary NGO
- Five-year institutional development work plan for each beneficiary NGO
- Other deliverables as specified in the NGO institutional development work plans

II. Project Component 2 – Clinical and Community-Based Health

II.1 Objective 2.1 - Improve the quality of essential clinical services for Palestinians

The Palestinian Ministry of Health identifies “achievement of the best possible outcomes from health care services” as one of its strategic priorities. To help the Palestinian health sector achieve improved service quality and clinical outcomes, a variety of approaches, variously described as total quality management, continuous quality improvement (CQI), quality management, quality improvement, or performance improvement, are available. These methodologies employ a systems approach which can be applied not only to the critically important interaction between the patient and the health care provider, but to broader institutional issues which impact the quality of services as well. A “quality culture” must be fostered within health institutions, supported by training, supervision, and management systems which value and reinforce quality practices through effective organization of service delivery systems, provision of adequate inputs (staffing, facilities, equipment, pharmaceuticals, medical supplies, etc.), and information systems which provide adequate data for decision-making and management.

The Ministry of Health’s renewed commitment to improved quality of care builds on previous development projects in the public sector. For example, as part of the World Bank’s Health System Development Project (1996 – 2005), nine diagnostic and management guidelines for chronic diseases were developed and pilot tested. Training was also provided on national diabetes and hypertension protocols. In 2005, the Ministry created a Quality Improvement Department which has continued to work on operational protocols for outpatient clinics and surgical departments, and clinical protocols for primary and secondary care.

Several other donors, including USAID/West Bank and Gaza, have also supported quality improvement activities. USAID’s Maram Project (2001 - 2005) collaborated with the Ministry of Health to develop tools such as national standards, protocols, and training curricula for essential services such as clinical management of normal childbirth, infection prevention and control, pre and post-partum care. The Hanan Maternal and Child Health and Nutrition Project (2005 – 2008) built on Maram’s foundation by developing job aids such as scorecards, supervision checklists, and patient education booklets to help institutionalize quality services for mothers and infants.

Through the contract, USAID will support the Ministry’s efforts to revitalize its quality improvement efforts at the primary and secondary care levels. USAID will also support NGOs in their on-going efforts to provide quality clinical care. Contractor performance will be evaluated not only by successful implementation of the customized work plans developed for each beneficiary organization, but by measurable improvements in service quality and in selected health status indicators to be tracked through the project performance management plan..

Task 2.1.1 - Strengthen the capacity of Palestinian health institutions to deliver a quality package of essential primary care services

The Ministry of Health organizes its primary care clinics into Level I through IV facilities as described in “National Strategic Health Plan – Medium Term Development Plan” for 2008 – 2010.

The Ministry of Health, in coordination with USAID and the contractor, will define the package of essential primary health care services which should be available at each of the four levels of MoH clinics and are within USAID's scope of technical focus areas (Table 5). Through the contract, USAID will provide technical assistance and support to help the Ministry further develop the systems and tools needed to deliver, supervise, and maintain quality essential primary health care services in the West Bank.

For selected NGOs which operate primary care clinics in the West Bank and Gaza, USAID will also provide systems-strengthening interventions to support quality services within the essential package. Because NGOs do not organize their services according to the Ministry's categories of primary health care clinics, tailored assistance plans will be developed for each of these organizations according to its needs and capacities.

With particular attention to USAID's technical priority areas, illustrative interventions which may be supported under this task include:

- Assess the current capacities and needs of the Ministry of Health's Quality Improvement Department (including a complete inventory of national standards, clinical protocols, training curricula, and other quality improvement tools, and an analysis of structure and function of the MoH quality improvement system)
- Assess the current status and performance of the MoH Primary Health Care system and facilities in the West Bank in relation to Ministry standards and strategic plans
- Provide technical support to develop (or update) and disseminate national clinical standards and protocols for an essential package of primary health care services
- Institutionalize basic quality improvement activities at the primary care level through interventions such as: developing a primary health care facility accreditation program; developing and implementing clinical supervision policies, procedures, job aids, and patient education materials that comply with national clinical standards and protocols; institutionalizing quality improvement systems and practices within MoH and NGO, clinics; strengthening referral and counter-referral systems for better continuity of care; promulgating national standards for customer service and patients' rights (confidentiality, informed consent, access to medical records, etc.)
- Update and standardize primary health care components of pre-service curricula for health professionals
- Integrate A2Z micronutrient social marketing messages in patient education materials for use at the primary care level
- Develop and institutionalize continuing education programs under the auspices of the MoH
- Provide fellowship opportunities for Palestinian doctors, nurses, midwives, and community health workers to develop knowledge and skills needed for delivery of the essential package of primary health care services
- Support visiting professor programs and other health professional exchanges

Deliverables:

- Situation analysis and needs assessment regarding clinical services in the MoH primary health care system
- Five-year institutional development work plan for improved quality of clinical services in the Palestinian Ministry of Health primary health care system
- Package of "Essential Primary Care Services" for each level of MoH clinics
- Integrated Quality Improvement Program for delivery of the essential package of primary health care services
- Continuing Education Program for primary health care providers
- Other deliverables as specified in the MoH institutional development work plan for primary health care
- Situation analysis and needs assessment regarding primary health care services for each beneficiary NGO

- Five-year institutional development work plan for each beneficiary NGO
- Other deliverables as specified in the NGO institutional development work plans

Task 2.1.2 - Strengthen quality improvement systems within Palestinian health institutions to deliver better secondary health care services

To help improve the quality of clinical care provided in secondary (“general”) hospitals¹³, USAID will use a different approach compared to the primary care intervention. Rather than defining a specific set of services, disease conditions, or specialties on which to focus, USAID will provide technical assistance to build quality improvement skills which can be applied to any aspect of secondary hospital care. Typically, quality improvement approaches teach health staff to analyze data and existing systems related to the delivery of specific clinical services (usually those which are high-risk, high-volume, or high-cost), identify specific strategies to improve the quality of care, develop and implement quality improvement plans, monitor and track results. Short-term technical assistance from specialized clinical experts may be needed to ensure that clinical protocols and procedures developed with USAID support are consistent with accepted international standards. The Ministry of Health and the NGOs benefiting from the contract activities may choose to implement an institution-wide focus on a particular aspect of clinical care, allow individual hospitals to select topics for quality improvement based on their specific local needs, or opt for other innovative models such as quality cooperatives.

Some illustrative interventions under this task might include:

- Provide technical support to develop (or update) and disseminate national clinical standards and protocols for selected secondary health care services
- Institutionalize quality improvement activities at the hospital level through interventions such as: developing and implementing clinical supervision policies, procedures, job aids, and patient education materials that comply with national clinical standards and protocols; institutionalizing quality improvement systems and practices within MoH and NGO hospitals; strengthening referral and discharge follow-up systems for better continuity of care; developing a basic accreditation program for hospitals
- Provide targeted fellowship opportunities for Palestinian doctors, nurses, and/or midwives to develop the knowledge and skills needed for delivery of selected secondary level services
- Support visiting professor programs and other health professional exchanges

Deliverables:

- Situation analysis and needs assessment regarding clinical services in the MoH hospital system
- Five-year institutional development work plan for improved quality of clinical services in the Palestinian Ministry of Health hospital system
- Integrated Quality Improvement Program for delivery of hospital services
- Fellowship Training and Visiting Professor Program to support improved quality of MoH hospital services
- Other deliverables as specified in the MoH institutional development work plan for hospitals
- Situation analysis and needs assessment regarding hospital care for each beneficiary NGO¹⁴
- Five-year institutional development work plan for each beneficiary NGO
- Other deliverables as specified in each NGO’s institutional development work plan

¹³ Secondary level hospitals typically provide services in internal medicine, pediatrics, general surgery, and obstetrics/gynecology.

¹⁴ Applicable only to those eligible NGOs which operate one or more hospitals as part of their clinical network.

Task 2.1.3 – Strengthen the capacity of Palestinian health institutions to provide quality emergency care services

Under the Emergency Medical Assistance Project Phase II (EMAP II), USAID supported a program of intensive technical assistance to the Emergency Departments at four Ministry of Health hospitals (including the Ramallah and Rafidia Hospitals in the West Bank) and one NGO facility (Al Makassed Hospital in East Jerusalem). Achievements included creation of a computerized management information system, improved triage procedures, and training in emergency medicine and nursing, basic and advanced cardiac life support. Under both the Maram and Hanan Projects, USAID also supported pre-hospital emergency medical services training and provided emergency medical kits for health professionals and para-professionals.

Under the contract, USAID seeks to improve survival and decrease the risk of long-term disability following injuries and other medical emergencies by continuing its support for emergency care services. The principle beneficiary of activities under this task will be the Ministry of Health in the West Bank, although strategically selected NGOs may also be eligible. Interventions must also be designed to avoid duplication of the well-developed paramedic and ambulance system currently operated by the Palestinian Red Crescent Society (PRCS).

Some illustrative interventions might include:

- Conduct a follow-up assessment of the three Emergency Departments in the West Bank and East Jerusalem which received assistance under EMAP II
- Analyze the current status of the emergency medical service system in the West Bank across the spectrum from community-based first responders through hospital emergency rooms.
- Assist key stakeholders in the development and implementation of a national emergency preparedness and response plan
- Develop national standards and protocols and provide technical support to build clinical and management capacities at all MoH Hospital Emergency Departments
- Revitalize and disseminate the Emergency Department MIS and promote its use for program planning and monitoring to all MoH Emergency Departments in the West Bank
- Create opportunities for advanced clinical training in emergency medicine and nursing

Deliverables:

- Situation analysis and needs assessment regarding MoH emergency departments and emergency preparedness
- Five-year institutional development work plan for improved quality of emergency department services in the Palestinian Ministry of Health hospital system
- Fellowship Training and Visiting Professor Program to support improved quality of MoH emergency services
- Other deliverables as specified in the MoH institutional development work plan for emergency services

Task 2.1.4 - Strengthen the capacity of Palestinian health institutions to provide quality rehabilitative care services

USAID remains committed to improving the quality of life for the disabled, especially children. Non-governmental organizations in the West Bank, Gaza, and East Jerusalem are the principle providers of rehabilitative services for Palestinians, and local educational institutions offer degree programs in areas such as occupational therapy, physical therapy, speech therapy, and disability rehabilitation sciences. Under successive Emergency Medical Assistance Projects, USAID provided competitive sub-grants which subsidized NGO recurring costs (i.e. staffing, utilities), procured medical equipment and assistive devices

(i.e. wheelchairs, hearing aids), and supported home modifications (i.e. installation of ramps) for the disabled.

Under the contract, however, USAID seeks a more development-oriented approach regarding rehabilitative services to support the continuum of care for those disabled due to injuries and to improve child survival outcomes by assisting children who are disabled due to congenital conditions or other medical causes. In addition to working with selected NGOs which provide rehabilitation services, creative partnerships with eligible educational institutions could also create more sustainable impact. Sub-grants, if used as an implementation approach under this task, must clearly support improved quality of services and should not be used for budget support. Procurement of assistive devices should be accomplished under Project Component 3 of the contract.

Some illustrative interventions under this task might include:

- Strengthen pre-service curricula and in-service refresher training courses in occupational and physical therapy
- Foster creation of a network of rehabilitation NGOs to improve information exchange and standardize best practices
- Develop visiting professor and/or fellowship programs in rehabilitation medicine and nursing

Deliverables:

- Situation analysis and needs assessment regarding provision of rehabilitation services in the West Bank and East Jerusalem
- Five-year strategy and work plan for improved quality of rehabilitation services for Palestinians

II.2 Objective 2.2 – Support delivery of a quality package of community-based health promotion and disease/injury prevention services

Optimal health outcomes can only be achieved through a combination of clinical and community-based interventions. Health facilities can reach out to the communities they serve through creative partnerships which promote better health and prevent injury and disease. Communities can mobilize their own resources to contribute to the common good as well. Communication programs utilizing a blend of interpersonal counseling, mass media, and other innovative channels can also produce measurable changes in knowledge, attitudes, and behavior which, in turn, produce improved health outcomes. To maximize results under the contract, USAID expects to support a successful community-based health promotion and disease/injury prevention program which complements interventions to improve the quality of clinical care.

Contractor performance will be evaluated not only by successful implementation of the customized work plans developed for each beneficiary organization, but by measurable improvements in the scope and quality of community-based health services and in selected indicators regarding health and safety knowledge, behaviors, and outcomes.

Task 2.2.1 - Strengthen the capacity of Palestinian health institutions to provide effective outreach services in partnership with local communities for improved health and safety outcomes

Health care organizations can bridge the gap between clinic and community by providing outreach services, home visits, and health education activities. Outreach services, designed in full partnership with the community, can protect health and prevent disease and injuries by helping individuals and families adopt healthier practices, reduce the risk of complications through early screening and referrals, and ensure follow-up for high risk patients after hospital discharge. Through the contract, USAID seeks to identify and implement cost-effective models to expand delivery of community-based outreach services through the public and non-governmental sectors.

Some illustrative interventions might include:

- Review existing models for Community Health Worker (CHW) programs and develop a national standard for CHW roles, training, and service delivery guidelines
- Provide technical assistance to strengthen the Ministry of Health's cadre of community health workers
- Strengthen local training capacities to develop skilled community health workers who can conduct home visits to provide basic health education messages, screen for common health risks (i.e. anemia, blood pressure, blood glucose, height/weight, etc.) and household safety and hygiene (i.e. "child-proofing" homes, safe food handling, etc.), provide discharge follow-up, etc.
- Train community members and local leaders in health advocacy skills to help design and implement effective community-based outreach services

Deliverables:

- Situation analysis and needs assessment regarding MoH and NGO community health services
- Five-year institutional development work plan for improved community health services
- National standards, training, and certification program for Community Health Workers
- Other deliverables as specified in the institutional development work plan for community health services

Task 2.2.2 – Strengthen the capacities of Palestinian health institutions to effectively use communication strategies to promote healthier and safer behaviors

Behavior change communication (BCC) strategies using interpersonal, mass media, and other methodologies can enhance the impact of clinic and community-based health service delivery. Knowledge, beliefs, attitudes, and skills at the community and household levels shape behavior which can have a profound influence, whether negative or positive, on the health status of individuals. Youth, which represent a large proportion of the Palestinian population, can be both recipients and disseminators of health and safety messages in their communities. Health promotion and disease/injury prevention activities targeting younger audiences can be very effective public health interventions implemented through schools, community networks, and peer groups, and can be linked with complementary programs for parents and other adults.

Through the contract, USAID will support a strategic approach to strengthen health communication capacities within Palestinian institutions. Illustrative interventions under this task might include:

- Provide technical assistance to design and implement behavior change communication (BCC) programs and materials to address risk factors for chronic disease and injury (i.e. smoking, high cholesterol, obesity, seatbelt use, household safety and hygiene), to improve maternal and child health and nutrition practices (i.e. proper weaning foods, danger signs in pregnancy, hand-washing, selection of fortified foods, safe drinking water), and to promote health maintenance (i.e. anemia screening, breast self-exam, mammograms)
- Provide technical assistance to improve communication capacities within health institutions (i.e. designing and pre-testing patient educational materials, developing health communication strategies, utilizing mass media to communicate public health messages) and among health providers (i.e. assessing patient information needs, building skills in effective patient counseling techniques, integrating BCC into clinical and community-based practice)
- Assess health promotion, disease/injury prevention needs among youth and the responsiveness of existing education and outreach programs; support innovative outreach strategies to promote knowledge, skills, and practices to reduce health and safety risks among youth

Deliverables:

- Situation analysis and needs assessment regarding MoH health communication programs, materials, and systems

- Five-year strategy and institutional development work plan for improved health communication services through the Ministry of Health
- Fifteen behavior change communication modules targeting key health knowledge and behaviors for the Palestinian population
- Health Communication Training Program for health care providers and patient educators
- Feasibility study for creating a youth health outreach program
- Other deliverables as specified in the institutional development work plan for health communication services

III. Project Component 3 – Procurement Support for Health and Humanitarian Assistance

To effectively manage health care systems, provide quality clinical care, and respond to emergency situations, USAID will provide approximately \$2 million per year of the contract to support the procurement of essential health care commodities, equipment, and humanitarian supplies.

III.1 Objective 3.1 – Procure essential commodities to help achieve USAID development objectives in health and humanitarian assistance

Task 3.1.1 – Provide essential health commodity inputs to support successful implementation of institutional development work plans under the Palestinian Health Sector Reform and Development Flagship Project

To deliver quality clinical services, health care providers must have access to essential commodities such as pharmaceuticals¹⁵, micronutrient supplements, disposable medical supplies, medical equipment, spare parts, and clinical furnishings. To support good governance and management practices, health systems administrators must have appropriate office equipment, computers, and supplies. All commodities procured under this task must be linked to Project Components 1 and 2 by providing inputs for the achievement of the institutional development work plans. Clearly, USAID resources cannot provide the full quantities needed, for example, all essential medicines for MoH primary health care clinics. The contractor must coordinate closely with the USAID, the MoH, NGOs, and other donors to program USAID procurement funds most effectively.

Because USAID-funded commodities donated under this Project Component may result in the generation of medical waste, the contractor will implement mitigation measures to avoid adverse environmental impact. For any beneficiary organization receiving USAID-funded health commodities, the Project must review the institution's existing protocols, guidelines, procedures, and actual practices regarding the handling, storage, use, and disposal of medical waste. The Project will also provide technical assistance and monitoring to help beneficiary organizations improve their medical waste management practices.

Deliverables:

- Annual procurement plan for the MoH and each beneficiary NGO
- Timely delivery of quality products as specified in the annual procurement plans
- Medical waste management assessments for the MoH and each beneficiary NGO
- Medical waste management technical assistance and mitigation plans for the MoH and each beneficiary NGO
- Annual medical waste management monitoring report for each beneficiary organization

Task 3.1.2 – Provide limited, complementary health commodities to support achievement of USAID objectives for other health projects under the Palestinian Health Sector Reform and Development Program

¹⁵ No family planning commodities, contraceptives, or condoms will be procured under the Flagship Project.

The contractor may be directed to procure limited health commodities to achieve USAID's objectives under the smaller, targeted activities which are included under the broad umbrella of the Palestinian Health Sector Reform and Development Program (see Diagram 1). The contractor will collaborate with these other projects and the respective CTOs to develop targeted procurement assistance plans for USAID review and approval.

Illustrative activities might include:

- Procure pharmaceuticals and medical supplies for the Holy Family Hospital

Deliverables:

- Targeted procurement plan for selected beneficiaries
- Delivery of quality products as specified in the targeted procurement plans

Task 3.1.3 – Procure emergency medical commodities and general humanitarian assistance materials as directed by USAID

To maintain USAID's capacity to respond effectively to emergencies in the West Bank and Gaza, the contractor will be able to rapidly procure additional commodities for medical support and/or humanitarian assistance as directed by the Mission. When necessary, USAID and the contractor will coordinate emergency response support with the Ministry of Health, appropriate United Nations agencies, and with local and international NGOs. In such circumstances, it may be necessary to identify and screen additional organizations to deliver the assistance to beneficiaries in the affected communities. For example, a local community-based organization may be needed to distribute blankets, clothing, and food baskets to a village beset by an emergency situation.

Examples of potential support under this task might include:

- Procure and deliver pharmaceuticals, medical supplies, medical equipment (i.e. stretchers, electric generators, portable health care kits) to help local health providers respond to an emergency
- Procure and deliver general humanitarian assistance, including assistive devices (wheelchairs, crutches, hearing aids), food baskets, clothing, water cans, blankets, tents, etc.

Deliverables:

- Emergency procurement plans as directed by USAID
- Delivery of quality products as specified in the emergency procurement plans

Cross-Cutting Themes

During the initial implementation phase of the contract, contractor will design and implement a screening process to identify potential NGO beneficiaries that will receive USAID assistance. The initial assessment of NGOs should be based on factors such as technical capacities, quality of care, and service population profile. The contractor will consult with USAID for approval of the screening process and assessment criteria. In addition, final selection of NGO partners to receive assistance under the contract is also subject to USAID review and approval. As noted previously, NGOs are also subject to an eligibility determination under USAID vetting procedures.

In order to maximize the impact of USAID-supported interventions under the contract, the contractor will establish and implement procedures to design institutional development work plans which are linked across all three Project Components and deliver a coordinated package of technical assistance and commodity support to the beneficiary organizations. An effective process will require internal coordination among staff and consultants working under the contract as well as an integrated team approach with beneficiary organizations.

Key Personnel

The minimum requirements for key personnel for implementation of the contract are listed below:

1) Chief-of-Party

- Masters level degree in public health, health administration, health economics, international health, or a related field; a doctoral level degree is preferred;
- A minimum of 12 years project management experience (of which at least 6 years should be in a senior management position) in large, multi-year international health sector development and/or reform programs that have implemented successful activities in areas such as improved health sector management and reform in the public and NGO sectors, quality improvement for clinical services, sustainable institutional capacity-building, and health commodity procurement;
- Demonstrated senior-level expertise in one of more technical areas directly related to Project Components 1 or 2;
- Demonstrated outstanding leadership, project management, coordination, organizational, teamwork, and strategic planning skills, with proven ability to function effectively with multiple host-country counterparts and representatives from other key stakeholders such as non-governmental organizations, the United Nations, and other donors;
- Strong verbal and written English communications skills.

2) Director of Health Sector Management and Reform

- Masters level degree in public health, health administration, health economics, international health, or a related field; a doctoral level degree is preferred;
- At least 10 years experience in international health, with a minimum of 5 years direct work experience in developing countries as a senior technical expert in systems strengthening for health sector management and reform in one or more relevant areas as described in Section C;
- Demonstrated senior-level knowledge and experience in designing and implementing successful projects for improved health sector management and reform of national health care systems;
- Demonstrated strong management, coordination, teamwork, and planning skills, with proven ability to function effectively with multiple host-country counterparts and representatives from other key stakeholders such as non-governmental organizations, the United Nations, and other donors;
- Strong verbal and written English communications skills.

3) Director of Clinical and Community-Based Health

- Medical degree or doctoral level degree in another clinical or public health discipline;
- At least 10 years experience in international health, with a minimum of 5 years direct work experience in developing countries as a senior technical expert in systems strengthening for quality improvement as applied to one or more of the technical priorities and clinical areas (primary health care, secondary health care, emergency health care, rehabilitation care) described in Section C;

- Demonstrated senior-level knowledge and experience in designing and implementing successful quality improvement interventions;
- Demonstrated strong management, coordination, teamwork, and planning skills, with proven ability to function effectively with multiple host-country counterparts and representatives from other key stakeholders such as non-governmental organizations, the United Nations, and other donors;
- Strong verbal and written English communications skills.

4) Procurement Director

- University level degree in pharmacy sciences, medical engineering, management, business, health administration, public health, or other relevant field;
- At least 7 years of relevant work experience in projects with significant components related to procurement and logistics management of health commodities (pharmaceuticals, medical supplies, medical equipment, spare parts), with demonstrated expertise in two or more of the following areas: technical assessment of health commodity needs; procurement management (preparation of technical specifications, competitive tenders, bids analysis, issuing procurement awards, etc.); quality control; logistics management (transportation, inventory management, warehousing);
- Demonstrated knowledge and experience in designing, implementing, and managing successful health commodity procurement activities;
- Demonstrated knowledge and successful application of U.S.G. procurement regulations in effective and responsive commodity procurement activities;
- Demonstrated strong management, coordination, teamwork, and planning skills, with proven ability to function effectively with multiple host-country counterparts and representatives from other key stakeholders such as non-governmental organizations, the United Nations, and other donors;
- Strong verbal and written English communications skills.

Reports

All required reports (also see Section F.2) shall be submitted by the due date for approval of the USAID CTO designated by the USAID/West bank and Gaza Contracting Officer. Required reports under the contract must contain, at a minimum, the information described below.

a. Annual Implementation Plans

- Annual Implementation Plans will consist of two sections:
 - Work Plan
 - Serves as a guide to program implementation, a demonstration of links between Project Components and intended results, a basis for budget estimates, and the foundation for the Monitoring and Evaluation Plan
 - For each Project Component, Objective, and Task:
 - brief, updated situation analysis, including activities of other donors and implementing partners
 - narrative describing rationale for the work plan (including linkages to specific institutional development work plans developed under the contract)

- progress to date and projected milestones/benchmarks/targets for the coming year (including those in the institutional development work plans)
- activities to be accomplished during the year including planned publications, work products, and events
- level of effort and timeline, including anticipated consultancies and./or sub-contracts
- Budget (organized by CLIN and line item)
- Implementation and Management Plan
 - serves as a guide for the administrative and management functions and activities needed for effective contract implementation
 - should address key aspects of project implementation and management including coordination with the home office, human resources management, financial management, procurement and logistics, coordination with key stakeholders, management of sub-contractors and consultants, management of a grants-under-contracts mechanism, management of a fellowship training program, and compliance with USAID/West Bank & Gaza anti-terrorism policies and reporting requirements
 - narrative describing current status of each management system, planned activities and timeline for the coming year

b. Monitoring and Evaluation Plan

- for each Project Component, Objective, and Task:
 - performance indicators with definitions, baseline levels, monthly/annual targets, data collection methods/sources, disaggregated as appropriate (gender, geographic area, beneficiary, etc.) including linkages to specific institutional development work plans developed under the contract
 - designation of performance indicators needed for annual USAID reporting to Washington (Operational Plans) and for monthly reporting through GIS
- evaluation plan (including purpose, rationale, type (quantitative/qualitative), methodology,, frequency, and estimated dates for each evaluation activity)
- the M&E Plan will be reviewed annually and updated/revised as needed
- data quality plan (including assessment of strengths and weaknesses of monitoring and evaluation data collection methodologies and analyses)

c. Quarterly Progress Reports

- quarterly progress reports must be prepared and submitted in accordance with 22 CFR 226
- narrative to describe progress during the reporting quarter relative to the Annual Implementation Plan, including actual accomplishments towards achieving project objectives, tasks, and milestones/benchmarks and towards achieving results under the institutional development work plans developed under the contract
- narrative to
- updated reports on performance indicators in the Monitoring and Evaluation Plan, including achievements for the reporting quarter as well as aggregated achievements per Fiscal Year and for the life-of-project
- narrative describing lessons learned, explanation if work plan or performance targets were not met, and a success story suitable for publication on the internet
-
- (copies of any work products produced during the quarter can be submitted separately to the CTO)

d. Annual Report

- similar content as the Quarterly Progress Reports, aggregated for year
- similar content as the Quarterly Financial Reports, aggregated for year

e. Quarterly Financial Reports

- financial reports must be prepared and submitted in accordance with 22 CFR 226
- completed SF-269a
- *for each CLIN and line item:*
 - amount of US funds obligated to date
 - line item budgets
 - expenditures and accruals to date
 - pipeline (balance remaining)
 - brief narrative describing progress to date and any issues related to the financial management of the contract

f. Quarterly Accrual Reports

- total amount of USAID funds obligated to date
- total actual expenditures through the end of the preceding reporting quarter
- actual and accrued expenditures per month and in total for the current reporting quarter
- estimated balance of unexpended funds as of the end of the current reporting quarter
- projected quarterly expenditures for the next three reporting quarters
- brief narrative describing any issues which have adversely impacted expenditure rates (burn rates)

g. Short-term technical assistance/consultant reports

- name, title, organization, and CV of the consultant/technical adviser
- terms of reference for TDY (including dates, objectives, agenda/itinerary)
- narrative describing activities conducted during the TDY
- findings, recommendations, and next steps/action plan
- bibliography of documents collected/reviewed (copies to be provided to USAID upon request)
- list of assessment tools, training materials, etc. developed or utilized during the TDY (copies to be provided to USAID)

h. Monthly GIS Report

- sub-set of indicators from the Monitoring and Evaluation Plan (to be determined in consultation with the CTO) (also see Section H.21)

i. TraiNet Reporting

- TraiNet reports must be prepared and submitted in accordance with ADS 253 (also see Section H.22)

j. Special Reports

Special reports may be requested by the CTO in response to inquiries from USAID/Washington and other key stakeholders. The type of information needed (financial, programmatic, technical, etc.) and the degree of analysis may vary widely and cannot be readily predicted. The CTO will coordinate with the Chief of Party on a case-by-case to determine the content, format, and due date/deadline for receipt of the report.

k. Final Report

- executive summary
- comprehensive narrative and supporting data regarding overall contract performance including activities, achievements, challenges, lessons learned, and recommendations per each Project Component, Objective, and Task
- bibliography of all publications, reports, studies, evaluations, etc.
- comprehensive financial report including obligated, expended, and unexpended funds per CLIN and line item, and a description of how funds were used

[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 semi finished products which are not packaged.

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

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

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

D.2 BRANDING STRATEGY

Marking and branding under this contract shall comply with the policies found at Automated Directives System (ADS) Chapter 320 (version from January 8, 2007), or any successor branding policy, and with the “USAID Graphics Standard Manual” is available at www.usaid.gov/branding.

Objective: To provide prospective offerors with areas to be addressed in the development of the Branding Implementation Plan and the Marking Plan to deliver the message that the assistance is from the American people.

Program Name: USAID – Palestinian Health Sector Reform and Development Project

Positioning: A major foreign policy objective for the United States is the realization of a “two state solution” to resolve the Palestinian-Israeli conflict. This vision seeks to establish a democratic Palestinian state living side-by-side with Israel in mutual peace and security. Such a state must be functional, self-sufficient, and capable of meeting the needs of its people, including effective mechanisms for ensuring the delivery of essential public health services. The overall goal of this project is to strengthen the institutional capacities and performance of the Palestinian health sector, with a special emphasis on building confidence, promoting good governance and effective management practices, and improving the quality of clinical services in the Palestinian Authority’s Ministry of Health (MoH).

Materials and communications must be positioned as from the American People, using the USAID Identity. Use of the Arabic USAID logo is preferred on materials primarily for Palestinian audiences. When appropriate, the contractor will be required to co-brand and co-mark materials and communications being jointly sponsored by USAID and the host-country government (the Palestinian Authority Ministry of Health). Contractor corporate identities are prohibited on all program materials. Marking is not required on contractor vehicles, offices, office supplies, or other commodities used solely for administration of this contract. These rules apply to all subcontractors as well.

Level of visibility: In the Palestinian Health Sector Reform and Development Project, USAID identity will have a high level of visibility in cases in which its audience needs to understand the extent of the assistance

provided by the American people. In cases in which the audience needs to recognize the leadership, ownership, and responsiveness of the Palestinian Authority Ministry of Health to meet the needs of the people, visibility will be shared with the MoH.

Other organizations to be acknowledged: No other organizations are required to be acknowledged. However, to foster local ownership in activities, USAID may approve the contractor's acknowledgement of the cooperation and participation of other Palestinian and/or international institutions on a case-by-case basis.

[END OF SECTION D]

SECTION E - INSPECTION AND ACCEPTANCE

E.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

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

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
52.246-5	INSPECTION OF SERVICES--COST-REIMBURSEMENT	APR 1984

E.2 INSPECTION AND ACCEPTANCE

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

Office of Health and Humanitarian Assistance
USAID / West Bank and Gaza
10th floor, 25 Hamered Street
Tel Aviv, Israel

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

E.3 MONITORING AND EVALUATION

The progress, success and impact of the contractor's performance under this contract will be monitored and evaluated against the overall objectives of this activity.

A variety of mechanisms will be used to monitor the progress/success of the activity and the contractor's performance. As part of its Performance Monitoring Plan included in the Annual Work Plan, the contractor is committed to additional surveillance methods. Such methods include, but are not limited to:

- Coordination meetings between the contractor team and USAID/West Bank and Gaza
- Feedback from relevant MOH, if any;
- Feedback from beneficiaries;
- Site visits by USAID personnel;
- Meetings to review Annual Work Plans and Progress Reports;
- Annual Contractor Performance Reports.

[END OF SECTION E]

SECTION F - DELIVERIES OR PERFORMANCE

F.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

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

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

F.2 DELIVERY SCHEDULE

All activities identified in Section C.3 Statement of Work shall be completed within five (5) years after the award. In addition, the contractor must comply with the following delivery schedule (excludes the initial Proposal and Program Work Plan):

No	Deliverable	Delivery Date
1	Annual Implementation Plan – Year 1 (from date of award through September 30, 2009)	Within 45 calendar days after contract award
2	Annual Implementation Plans – Years 2 – 5 (should correspond to fiscal years through the end of the project)	Due by September 1 of each year
3	Monitoring and Evaluation Plan	Within 90 calendar days after contract award
4	Quarterly Progress Reports	First report covering period from date of award until the end of the first quarter of the fiscal year (December 31, 2008); subsequent reports should correspond to fiscal year quarters; quarterly reports are due within 30 days after the end of each quarter
5	Annual Report (to include Annual Medical Waste Management Report)	First report covering period from date of award through September 30, 2009; subsequent reports should correspond to fiscal years; annual reports are due by October 30 of each year
6	Quarterly Financial Reports	First report covering four-five month period from date of award until the end of the first quarter of the fiscal year (December 31, 2008); subsequent reports should correspond to fiscal year quarters; quarterly

		reports are due within 30 days after the end of each quarter; expenditures should be tracked by CLIN, by beneficiary, by location (West Bank, Gaza, Jerusalem), and by funding source (OYB vs. supplemental)
7	Quarterly Accrual Reports	First report covering period from date of award until the end of the first quarter of the fiscal year (December 31, 2008); subsequent reports should correspond to fiscal year quarters; quarterly accrual reports are by the 15 th day of the last month of each quarter
8	Short-term technical assistance/consultant reports	Draft reports are due within 21 calendar days after completion of the consultancy/TDY; final reports are due within 7 days of USAID feedback
9	Monthly GIS Report	As required in Section H.21
10	Trainet Reporting	As applicable, in accordance with Section H.22
11	Special Reports	As required and agreed upon by the Contractor and USAID. Special reports are often required by Washington stakeholders.
12	Final Report	Due within 60 calendar days after the end of the contract

F.3 PERIOD OF PERFORMANCE

The period of performance for this contract will be five years from the effective date of award.

F.4 PERFORMANCE STANDARDS

Evaluation of the Contractor's overall performance will be in accordance with FAR 42.15 and corresponding USAID procedures. The Contractor's performance will be evaluated annually and at contract completion, utilizing the performance standards set forth below.

Evaluation of the Contractor's overall performance in accordance with the performance standards set forth herein shall be conducted jointly by the Cognizant Technical Officer (CTO) and the Contracting Officer, and shall form the basis of the Contractor's permanent performance record with regard to this contract.

F.5 KEY PERSONNEL

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

<u>Name</u>	<u>Title</u>
A.	Chief-of-Party

- B. Director of Health Sector Management and Reform
- C. Director of Clinical and Community-Based Health
- D. Procurement Director

(To be specified by the Offeror in the proposal and based on USAID's concurrence to be incorporated into the contract at time of award).

B. The personnel specified above are considered to be essential to the work being performed hereunder. The contractor shall be responsible for providing such personnel for performance during the entire life of the award at the level of effort. Failure to provide key personnel may be considered non-performance by the contractor unless such failure is beyond the control, and through no fault or negligence of the contractor. Prior to replacing any of the specified individuals, the Contractor shall immediately notify both the Contracting Officer and USAID Cognizant Technical Officer reasonably in advance and shall submit written justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the program. No replacement of personnel shall be made by the Contractor without the written consent of the Contracting Officer.

F.6 PLACE OF PERFORMANCE

Performance of this contract shall be in the West Bank, with more limited programs in Gaza and East Jerusalem.

F.7 AIDAR 752.7005 SUBMISSION REQUIREMENTS FOR DEVELOPMENT EXPERIENCE DOCUMENTS (JAN 2004)

(a) Contract Reports and Information/Intellectual Products.

(1) The Contractor shall submit to USAID's Development Experience Clearinghouse (DEC) copies of reports and information products which describe, communicate or organize program/project development assistance activities, methods, technologies, management, research, results and experience as outlined in the Agency's ADS Chapter 540. Information may be obtained from the Cognizant Technical Officer (CTO). These reports include: assessments, evaluations, studies, development 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 CTO, the contractor shall submit, one copy each, of contract reports and information/intellectual products (referenced in paragraph (a) (1) of this clause) in either electronic (preferred) or paper form to one of the following:

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

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

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

(C) Online: <http://dec.usaid.gov/index.cfm>

(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 cover sheet the name, organization, address, telephone number, fax number, and Internet address of the submitting party.

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

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

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

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

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

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

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

F.8 LEVEL OF EFFORT

(a) The Contractor shall devote TBD person-days level of effort of professional direct employee, consultant, or subcontractor labor for the period specified in the Section F.3 Period of Performance, above. This total level of effort shall be organized by labor categories:

Labor Categories	Year 1	Year 2	Year 3	Year 4	Year 5	Total
Full time/Long term expatriate employees	TBD					
Full time/Long term CCN/TCN employees						
Short term consultant personnel						
Home Office Support						
Total Level of Effort						

- (b) The number of person-days for any labor category may be used in any other labor category, subject to the prior written approval or direction of the CTO. Once the level of effort has been fully expended, this contract is complete.

[END OF SECTION F]

SECTION G - CONTRACT ADMINISTRATION DATA

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

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

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

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

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

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

The undersigned hereby certifies to the best of my knowledge and belief that the fiscal report and any attachments have been prepared from the books and records of the Contractor in accordance with the terms of this contract and are correct: the sum claimed under this contract is proper and due, and all the costs of contract performance (except as herewith reported in writing) have been paid, or to the extent allowed under the applicable payment clause, will be paid currently by the Contractor when due in the ordinary course of business; the work reflected by these costs has been performed, and the quantities and amounts involved are consistent with the requirements of this Contract; all required Contracting Officer approvals have been obtained; and appropriate refund to USAID will be made promptly upon request in the event of disallowance of costs not reimbursable under the terms of this contract.

BY: _____

TITLE: _____

DATE: _____

(b) Local currency payment. The Contractor is fully responsible for the proper expenditure and control of local currency, if any, provided under this contract. Local currency will be provided to the Contractor in accordance with written instructions provided by the Mission Director. The written instructions will also

include accounting, vouchering, and reporting procedures. A copy of the instructions shall be provided to the Contractor's Chief of Party and to the Contracting Officer. The costs of bonding personnel responsible for local currency are reimbursable under this contract.

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

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

G.2 ADMINISTRATIVE CONTRACTING OFFICE

The Administrative Contracting Office is:

Office of Contract Management
USAID / West Bank and Gaza
71 Hayarkon Street, 63903
Tel Aviv, Israel

G.3 COGNIZANT TECHNICAL OFFICER (CTO)

The Cognizant Technical Officer for the basic contract will be indicated in a separate CTO Designation Letter. The CTO is located at:

Office of Health and Humanitarian Assistance
USAID / West Bank and Gaza
71 Hayarkon Street, 63903
Tel Aviv, Israel

G.4 TECHNICAL DIRECTIONS/RELATIONSHIP WITH USAID

(a) Technical Directions is defined to include:

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

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

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

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

- (1) Assure that the Contractor performs the technical requirements of the contract in accordance with the contract terms, conditions, and specifications.
- (2) Perform or cause to be performed, inspections necessary in connection with a) above and require the Contractor to correct all deficiencies; perform acceptance for the Government.
- (3) Maintain all liaison and direct communications with the Contractor. Written communications with the Contractor and documents shall be signed as "Cognizant Technical Officer" with a copy furnished to the Contracting Officer.
- (4) Issue written interpretations of technical requirements of Government drawings, designs, and specifications.
- (5) Monitor the Contractor's production or performance progress and notify the Contractor in writing of deficiencies observed during surveillance, and direct appropriate action to effect correction. Record and report to the Contracting Officer incidents of faulty or nonconforming work, delays or problems.
- (6) Obtain necessary security clearance and appropriate identification if access to Government facilities is required. If to be provided, ensure that Government furnished property is available when required.

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

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

(d) In the absence of the designated CTO, the alternate CTO, as designated by the Contracting Officer in the CTO designation letter, will take care of all functions originally delegated to the CTO. However, whenever an alternate CTO is acting for the CTO, this shall immediately be communicated to the Contractor.

(e) Contractual Problems - Contractual problems, of any nature, that may arise during the life of the contract must be handled in conformance with specific public laws and regulations (i.e. Federal Acquisition Regulation and Agency for International Development Acquisition Regulation). The Contractor and the CTO shall bring all contracting problems to the immediate attention of the Contracting Officer. Only the Contracting Officer is authorized to formally resolve such problems. The Contracting Officer will be responsible for resolving legal issues, determining contract scope and interpreting contract terms and conditions. The Contracting Officer is the sole authority authorized to approve changes in any of the requirements under this contract. Notwithstanding any clause contained elsewhere in this contract, the said authority remains solely with the Contracting Officer. These changes include, but will not be limited to the following areas: scope of work, price, quantity, technical specifications, delivery schedules, and contract terms and conditions. In the event the Contractor effects any changes at the direction of any other person other than the Contracting Officer, the change will be considered to have been made without authority.

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

G.5 PAYING OFFICE

The paying office for this contract is:

Office of Financial Management
USAID / West Bank and Gaza
71 Hayarkon Street, 63903
Tel Aviv, Israel

G.6 ACCOUNTING AND APPROPRIATION DATA

Budget Fiscal: TBD
Operating Unit: USAID/ West Bank and Gaza
Strategic Objective: SO 12
Team/Division: Office of Health and Humanitarian Assistance
Benefiting Geo Area: West Bank, Gaza and East Jerusalem
Object Class: TBD

Amount Obligated: TBD

[END OF SECTION G]

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

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

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

H.2 AIDAR 752.225-70 SOURCE, ORIGIN AND NATIONALITY REQUIREMENTS

(a) Except as may be specifically approved by the Contracting Officer, all commodities (e.g., equipment, materials, vehicles, supplies) and services (including commodity transportation services) which will be financed under this contract with U.S. dollars shall be procured in accordance with the requirements in 22 CFR part 228, "Rules on Source, Origin and Nationality for Commodities and Services Financed by USAID." The authorized source for procurement is Geographic Code 000 unless otherwise specified in the schedule of this contract. Guidance on eligibility of specific goods or services may be obtained from the Contracting Officer.

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

- (1) Military equipment,
- (2) Surveillance equipment,
- (3) Commodities and services for support of police and other law enforcement activities,
- (4) Abortion equipment and services,
- (5) Luxury goods and gambling equipment, or
- (6) Weather modification equipment.

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

- (1) Agricultural commodities,
- (2) Motor vehicles,
- (3) Pharmaceuticals and contraceptive items,
- (4) Pesticides,

- (5) Fertilizer,
- (6) Used equipment, or
- (7) U.S. government-owned excess property.

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

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

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

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

H.4 AIDAR 752.228-3 - WORKER'S COMPENSATION INSURANCE (DEFENSE BASE ACT)

As prescribed in 728.309, the following supplemental coverage is to be added to the clause specified in FAR 52.228-3 by the USAID contracting officer. (See FAR 52.228)

- (a) The Contractor agrees to procure Defense Base Act (DBA) insurance pursuant to the terms of the contract between USAID and USAID's DBA insurance carrier unless the Contractor has a DBA self insurance program approved by the Department of Labor or has an approved retrospective rating agreement for DBA.
- (b) If USAID or the Contractor has secured a waiver of DBA coverage (see AIDAR 728.305-70(a)) for contractor's employees who are not citizens of, residents of, or hired in the United States, the contractor agrees to provide such employees with worker's compensation benefits as required by the laws of the country in which the employees are working, or by the laws of the employee's native country, whichever offers greater benefits.
- (c) The Contractor further agrees to insert in all subcontracts hereunder to which the DBA is applicable, a clause similar to this clause, including this sentence, imposing on all subcontractors a like requirement to provide overseas workmen's compensation insurance coverage and obtain DBA coverage under the USAID requirements contract.
- (d) Pursuant to AIDAR 752.228-3 Worker's Compensation Insurance (Defense Base Act); USAID's DBA insurance carrier is:

Rutherford International, Inc.
5500 Cherokee Avenue, Suite 300
Alexandria, VA 22312-2321

Name E-mail
Diane Proctor: Diane.Proctor@rutherford.com
Taunya Jones: Taunya.Jones@rutherford.com

Hours of Operation: 8 a.m. to 5 p.m. (EST)
Telephone: (703) 354-1616
Fax: (703) 354-0370/2731
E-Mail: www.rutherford.com

Applicants must request coverage in accordance with USAID Contract No. REEQ-03-00090-00 with Fidelity and Casualty of New York.

H.5 MEDICAL EVACUATION (MEDEVAC) SERVICES (JULY 2007)

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

(b) Exceptions.

(i) The Contractor is not required to provide MEDEVAC insurance to eligible employees and their dependents with a health program that includes sufficient MEDEVAC coverage as approved by the Contracting Officer.

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

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

H.6 AUTHORIZED GEOGRAPHIC CODE

The authorized geographic code for procurement of goods and services under this contract is 000. The cooperating country is an eligible source for procuring goods and services as provided under ADS Chapter 311.

H.7 NONEXPENDABLE PROPERTY PURCHASES AND INFORMATION TECHNOLOGY RESOURCES

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

H.8 LOGISTIC SUPPORT

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

- Provide custom and/or tax exemption certificates for long-term expatriate staff for UAB, HHE, POV, office and residential furniture, appliances, equipment, hotels;
- May provide letters to facilitate the Contractor's establishing bank accounts, leasing housing and Contractor's office space, and obtaining visas.

H.9 LANGUAGE REQUIREMENTS

Key contractor personnel, consultants, and senior project staff with frequent interaction with U.S. and Palestinian partners must have English language proficiency sufficient to perform technical services and communicate well in written and spoken form with USAID/West Bank and Gaza personnel. Project staff and consultants must be fluent in speaking and reading Arabic when such language skills are necessary for their job responsibilities.

H.10 SUBCONTRACTING PLAN AND THE SF 294 – SUBCONTRACTING REPORT FOR INDIVIDUAL CONTRACTS AND SF 295 – SUMMARY CONTRACTING REPORT

The Contractor's subcontracting plan dated TBD is hereby incorporated as a material part of this contract.

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

U.S. Agency for International Development
Office of Small and Disadvantaged Business Utilization
Room 5.08 RRB
Washington, D.C. 20523

H.11 752.7007 PERSONNEL COMPENSATION (July 2007)

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

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

H.12 ADDITIONAL REQUIREMENTS FOR PERSONNEL COMPENSATION

(a) Salaries during Travel:

Salaries and wages paid while in travel status will not be reimbursed for a travel period greater than the time required for travel by the most direct and expeditious air route.

(b) Return of Overseas Employees:

Salaries and wages paid to an employee serving overseas who is discharged by the Contractor for misconduct, inexcusable non-performance, or security reasons will in no event be reimbursed for a period which extends beyond the time required to return him promptly to his point of origin by the most direct and expeditious air route.

(c) Annual Salary Increases:

One annual salary increase (includes promotional increase) of not more than the annual cost-of-living adjustment (COLA) received by Federal General Schedule (GS) employees may be granted after the employee's completion of each twelve month period of satisfactory services under the contract. Annual salary increases of any kind exceeding these limitations or exceeding the maximum salary rate of Agencies without a Certified Performance Appraisal System (AWCPAS) may be granted only with the advance written approval of the Contracting Officer.

(d) Consultants:

No compensation for consultants will be reimbursed unless their use under the contract has advance written approval of the Contracting Officer; and if such provision has been made or approval given, compensation shall not exceed 1) the highest rate of annual compensation received by the consultant during any full year of the immediately preceding three years or 2) the maximum salary rate of Agencies Without a Certified Performance Appraisal System (AWCPAS), whichever is less.

(e) Initial Salaries:

The initial starting salaries of all employees whose salaries are charged as a direct cost to this contract must be approved, in advance and in writing, by the Contracting Officer. (Any initial starting salaries included in the contractor's best and final and accepted during negotiations, are deemed approved upon contract execution).

NOTE: The hourly rate for an AWCPAS is determined by dividing the annual compensation by 2080 hours. The daily rate is determined by multiplying the hourly rate by 8 hours.

NOTE: Any Approvals issued pursuant to the above sections shall be retained by the Contractor for audit purposes. Approvals issued pursuant to the above must be within the terms of this contract, and shall not serve to increase the total estimated cost or the obligated amount of this contract, whichever is less.

(f) Work Week:

(1) Non-overseas Employees. The length of the contractor's U.S. non-overseas employees workday shall be in accordance with the contractor's established policies and practices and shall not be less than 8 hours per day and 40 hours per week.

(2) Overseas Employees. The work week for the Contractor's overseas employees shall not be less than 40 hours and shall be scheduled to coincide with the work week for those employees of the USAID Mission and the Cooperating Country associated with the work of this contract.

(g) Definitions:

As used in this contract, the terms "salaries" and "wages" mean the periodic remuneration received for professional or technical personal services rendered. Unless the contract states otherwise, these terms do not include any other elements of personal compensation described in the cost principle in FAR 31.205-6 "Compensation for Personal Services," such as (but not limited to) the differentials or allowances defined in the clause of this contract entitled "Differentials and Allowances" (AIDAR 752.7028). The term "compensation" is defined in FAR 31.205-6(a) and includes fees and honoraria related to the personal services provided under this contract, but excludes earnings from sources other than the individual's professional or technical work, overhead, or other charges.

H.13 EMPLOYMENT COSTS OF THIRD COUNTRY NATIONALS AND COOPERATING COUNTRY NATIONALS

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

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

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

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

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

H.14 FOREIGN GOVERNMENT DELEGATIONS TO INTERNATIONAL CONFERENCES (JAN 2002)

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

H.15 REPORTING OF FOREIGN TAXES

- (a) The awardee must annually submit one report by April 6 of the next year.
- (b) Contents of Report. The reports must be in the format provided in attachment E and contain:
 - (i) Recipient name.
 - (ii) Contact name with phone, fax and email.
 - (iii) Award number(s); separate report needs to be provided for each award.
 - (iv) Amount of foreign taxes assessed by the Palestinian Authority 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 are to be reported. Foreign taxes by a third party foreign government are not to be reported. For example, if an assistance program for the Palestinian Authority involves the purchase of commodities in Israel using foreign assistance funds, any taxes imposed by Israel would not be reported.
 - (vi) Any reimbursements on the taxes reported in (iv) received by the recipient through March 31. Any refund from the Palestinian Authority that is received directly by the awardee should be reflected. For refunds processed by USAID, we will fill in the VAT refunded amount. If a VAT refund receipt was provided to USAID for refund processing the awardee

- will need to provide the month under which the claim was submitted to USAID and the serial number of the invoice as included in the claim.
- (vii) Reports are required even if the recipient did not pay any taxes during the report period.
 - (viii) Cumulative reports may be provided if the recipient is implementing more than one program in a foreign country.
- (c) Definitions. For purposes of this clause:
- (i) “Agreement” includes USAID direct and country contracts, grants, Cooperative Agreements and interagency agreements.
 - (ii) “Commodity” means any material, article, supply, goods, or equipment.
 - (iii) “Foreign government” includes only a Palestinian Authority 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 by either of the following means: E-mail attachment (preferred): 579vat@usaid.gov or fax to 972-3-511-4888, attention Issa Hanna.
- (e) Subagreements. The awardee must include this reporting requirement in all applicable subcontracts, subgrants and other subagreements.
- (f) For further information see <http://www.state.gov/m/rm/c10443.htm> .

H.16 VALUE ADDED TAX AND CUSTOMS DUTIES

Pursuant to agreements with the Palestinian Authority (PA) and the Government of Israel (GOI), all imports and expenditures under this contract by the Contractor and by non-local subcontractors (as defined below) will be exempt from Value-Added Tax (VAT) and customs duties imposed by the PA and from customs duties imposed by the GOI. Therefore, in accordance with paragraph (a) of FAR 52.229-8, Taxes--Foreign Cost-Reimbursement Contracts (3/90), Palestinian VAT and Palestinian and Israeli customs duties shall not constitute allowable costs under this contract. There are no exemptions from VAT imposed by the GOI. Therefore, Israeli VAT is an allowable cost under this contract.

The Contractor and any non-local subcontractors shall make reasonable efforts to avoid Palestinian VAT at the point of sale. USAID will assist the Contractor to register with the PA and obtain zero percent (0%) VAT status from the PA. The contractor shall use this exemption to avoid paying any PA VAT to local subcontractors and vendors by obtaining approval from the PA VAT Department for suppliers to issue 0% VAT invoices

When Israeli VAT is paid, and in cases where Palestinian VAT cannot be avoided, the Contractor shall obtain original VAT receipts from the vendors. Receipts must be submitted to USAID’s Financial Management Office on a monthly basis to enable USAID to obtain VAT refunds from VAT authorities. The Contractor is responsible for ensuring that subcontractors and subgrantees comply with this requirement. All VAT claims for subcontractors and subgrantee shall be submitted to USAID through the Contractor. (Please refer to VAT Guidance dated April 2, 2003 issued to USAID WBG Contractors and Grantees attached as Appendix - X)

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

"Non-local subcontractors" mean subcontractors that are present in the West Bank or Gaza solely for the purpose of performing work financed by USAID or other tax-exempt foreign donors.

H.17 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JULY 2007)

(a) Before a contractor (or a contractor employee) may obtain a USAID ID (new or replacement) authorizing him/her routine access to USAID facilities, or logical access to USAID's information systems, the individual must provide two forms of identity source documents in original form and a passport size photo. One identity source document must be a valid Federal or state government-issued picture ID. (Overseas foreign nationals must comply with the requirements of the Regional Security Office.) USAID/Washington contractors must contact the USAID Security Office to obtain the list of acceptable forms of documentation, and contractors working in overseas Missions must obtain the acceptable documentation list from the Regional Security Officer. Submission of these documents, and related background checks, are mandatory in order for the contractor to receive a building access ID, and before access will be granted to any of USAID's information systems. All contractors must physically present these two source documents for identity proofing at their USAID/Washington or Mission Security Briefing. The contractor or his/her Facilities Security Officer must return any issued building access ID and remote authentication token to USAID custody upon termination of the individual's employment with the contractor or completion of the contract, whichever occurs first.

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

(c) The contractor is required to include this provision in any subcontracts that require the subcontractor or subcontractor employee to have routine physical access to USAID space or logical access to USAID's information systems.

H.18 FAR 52.222-50 COMBATING TRAFFICKING IN PERSONS (AUG 2007)

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

"Coercion" means—

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

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

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

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

"Involuntary servitude" includes a condition of servitude induced by means of—

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

"Severe forms of trafficking in persons" means—

- (1) Sex trafficking in which a commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age; or

(2) The recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

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

(b) *Policy.* The United States Government has adopted a zero tolerance policy regarding trafficking in persons. Contractors and contractor employees shall not—

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

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

(1) Notify its employees of—

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

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

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

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

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

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

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

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

(2) Required subcontractor termination;

(3) Suspension of contract payments;

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

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

(6) Suspension or debarment.

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

H.19 GRANTS UNDER CONTRACT

The Head of the Contracting Activity (HCA) for the ordering activity must provide written approval to allow for a USAID-direct contractor to execute grants up to \$100,000 (unless a deviation is obtained to have this threshold increased) with US organizations (not-for-profits or for-profits), providing conditions in ADS 302.3.4.8 are met. For non-US organizations there is no ceiling unless a fixed obligation grant is executed in which case the ceiling is \$100,000.

If not provided by USAID, the contractor shall develop grants formats and provide a field grant guide that adheres to USAID regulations (including selection criteria, competition, cognizant Contracting Officer approvals, etc.). If the grants formats and field guide are not provided before award to the Contracting Officer, the contractor shall obtain approval from the Contracting Officer within 60 days after award. USAID reserves the right to rescind its approval for any grant issued by the contractor, and each grant must give the contractor and USAID the right to terminate the grant unilaterally in extraordinary circumstances, at USAID's request.

The contractor shall comply with all USAID policies, procedures, regulations, and provisions set forth in the contract and ensure:

- (1) sufficient time to complete grantee audits,
- (2) sufficient time for the grantee to submit a final report to the contractor, and
- (3) sufficient time for the contractor to complete its review of the grantee and provide a final report to the government before contract or task order close-out.

All grants must be closed out no later than the end date of the contract. Reporting requirements shall be in accordance with Section F.

H.20 GEOGRAPHIC INFORMATION SYSTEM (GIS) REPORTING

In support of USAID/WBG's GIS initiative, the Contractor will report and provide GIS related information on all USAID funded activities.

- a) An initial GIS report shall be submitted within 30 days from approval of the Implementation Plan with follow-on reports following every thirty (30) days (monthly) thereafter. The Final Report will reflect that all activities have been fully GIS reported. Close out actions will not be concluded until such reporting has been completed. GIS reports shall be submitted through the internet application available at your office via accessing the Mission GIS domain URL: <http://www.usaidgiswbg.com>.
- b) The Contractor is required to report on a number of fields of data and list of indicators. Details as to the reporting form and format are published at URL: www.usaidgiswbg.com. Registration for access to and questions regarding the use of the GIS web site and reporting are to be directed to USAID/WBG/PPDO. The CTO may provide additional assistance.
- c) The Contractor's staff will be provided GIS training by USAID/WBG/PPDO. This training will be directed toward basic functions of the GIS and enabling the Applicant to add/update activities on the GIS system. The Contractor will appoint a member of its staff for training, as responsible for executing the GIS reports, to serve as liaison with USAID, and participate in GIS working groups.
- d) Illustrative GIS indicators will be finalized with USAID during the development of the Performance Monitoring Plan.

H.21 TraiNet REPORTING

The Contractor shall meet all TraiNet reporting requirements for reporting to TraiNet of the Agency's participant training data system for any in-country training programs or sub-programs of more than three consecutive class days in duration, or 15 contact hours scheduled intermittently, in accordance with ADS 253.3.3. In addition, the Applicant will report on training expenditures under the three cost categories captured by TraiNet: Instruction, Participant, and Travel in accordance with ADS 253.3.6.

Additional informal reports may be required when necessary. The Applicant will consult the CTO on the format and the expected content of reports prior to submission

H.22 PROHIBITION AGAINST SUPPORT FOR TERRORISM

- (a) The Contractor is reminded that U.S. Executive Orders and U.S. law prohibit transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of the Contractor to ensure compliance with these Executive Orders and laws.

- (b) One of the applicable orders is Executive Order 13224, dated September 24, 2001. The website of the Office of Foreign Assets Control (OFAC) of the Department of Treasury contains the text of that order and a list of the individuals and entities designated thereunder. It also contains lists of individuals and entities designated under other anti-terrorism statutes, regulations and Executive Orders. See <http://www.treasury.gov/offices/enforcement/ofac/sdn/>.
- (c) USAID reserves the right to review, and either approve or reject, the following subawards if proposed under this contract (i) any contract or subcontract in excess of \$25,000 with a non-U.S. organization or individual; and (ii) any grant or subgrant to a non-U.S. organization or individual, regardless of the dollar value. Furthermore, the written consent of USAID is required before certain other forms of assistance may be provided to a non-U.S. organization or individual. These include in-kind assistance such as renovation of an NGO's facilities, repair or replacement of a company's equipment, and certain training activities. The details of these requirements are described in notices issued by USAID/West Bank & Gaza from time to time. No approval (or failure to disapprove) by USAID shall relieve the Contractor of its legal obligation to comply with applicable Executive Orders and laws.
- (d) USAID reserves the right to rescind approval for a subaward in the event that USAID subsequently becomes aware of information indicating that the subaward is contrary to U.S. law or policy prohibiting support for terrorism. In such cases, USAID's Contracting Officer will provide written instructions to the Contractor to terminate the subaward.
- (e) USAID reserves the right to terminate this contract if USAID determines that the Contractor is involved in or advocates terrorist activity or has failed to comply with any of the requirements of this provision.
- (f) This provision, including this paragraph (f), shall be included in all contracts, subcontracts, grants and subgrants issued under this contract. The Contractor shall promptly provide to USAID's Contracting Officer a copy of the pages from each subaward that contain this provision.

[In addition to the clauses set forth above, the following clause shall appear in each award made directly by USAID and each subaward made by a USAID prime contractor.]

- (g) The Contractor agrees to promptly notify USAID's Cognizant Technical Officer (CTO) in the event of any change in the identity of its "key individuals" or in the identity of "key individuals" of any recipient of a subaward described in paragraph (c). For purposes of this requirement, "key individuals" means (i) principal officers of the organization's governing body (e.g., chairman, vice chairman, treasurer and secretary of the board of directors or board of trustees); (ii) the principal officer and deputy principal officer of the organization (e.g., executive director, deputy director, president, vice president); (iii) the program manager or chief of party for the USAID-financed program; and (iv) any other person with significant responsibilities for administration of USAID-financed activities or resources. Note that this definition differs from the definition of "key personnel" under contracts and cooperative agreements.

[In addition to the clauses set forth above, the following clause shall be included in any contract, grant or cooperative agreement awarded by USAID (i.e. USAID prime awards only).]

- (h) Before awarding any grant or similar instrument providing cash or in-kind assistance under this contract the Contractor shall (1) obtain from the proposed subawardee the certification required under USAID's Acquisition and Assistance Policy Determination 04-14 (AAPD 04-14), "Certification Regarding Terrorist Financing Implementation E.O. 13224 (Revision 2)," and (2) provide a copy of the certification to USAID's Contracting Officer.

H.23 PROHIBITION AGAINST CASH ASSISTANCE TO THE PALESTINIAN AUTHORITY

U.S. legislation provides that none of the funding under this Award may be “obligated or expended with respect to providing funds to the Palestinian Authority.” In accordance with that prohibition, the Recipient shall not provide any cash to the Palestinian Authority; to any ministry, agency or instrumentality of the Palestinian Authority; to any municipality or other local government unit; or to any full-time or part-time employee or official of any of the foregoing entities. This restriction applies to payments of any kind, including salaries, stipends, fees, honoraria, per diem, and so forth.

This restriction does not prohibit the provision of in-kind assistance, such as technical assistance, training, equipment, supplies, or the construction of public works to the extent it is not otherwise prohibited by U.S. law or the terms of this Agreement.

This provision shall be included in all contracts, subcontracts, grants and subgrants or any other instruments or awards issued under this Agreement. The Recipient shall promptly provide to USAID’s Agreement Officer a copy of the pages from each subaward that contains this provision.

H.24 RESTRICTION ON DESIGNATION AND NAMING OF FACILITIES

- (a) No assistance shall be provided under this Agreement for any school, community center or other facility that is named after any person or group of persons that has advocated, sponsored or committed acts of terrorism. This includes any facility that has “shuhada” or “shaheed” (“martyrs” or “martyrs”) in its name, unless an exception is approved by the USAID Mission Director. In any case where assistance is proposed for a facility that is, or is planned to be, named after a person or group of persons, the Recipient shall provide to USAID’s Cognizant Technical Officer (CTO) written information about the person(s) or group and shall not proceed with the assistance unless or until the CTO has provided written approval therefore. This restriction applies to all forms of cash or in-kind assistance, including construction services, equipment, technical assistance and training.
- (b) In case of any failure to comply with this restriction, USAID may disallow any or all costs incurred by the Recipient with respect to the facility and, if necessary, issue a bill for collection for the amount owed. This is in addition to any other remedies that may be available to USAID for such noncompliance.
- (c) This provision, including this paragraph (c), shall be included in all contracts, subcontracts, grants and subgrants issued under this agreement. The Recipient shall promptly provide to USAID’s Agreement Officer a copy of the pages from each subaward that contain this provision.

H.25 ACCESS TO WEST BANK AND GAZA

As a matter of local USG policy, expatriate personnel (i.e., U.S. citizens, U.S./Palestinian dual citizens and Third Country Nationals) under contracts awarded by USAID are prohibited from traveling into Gaza, without prior approval by the Contracting Officer. Directions by the Contracting Officer may be issued via Contractors and Grantees Notices as the security situation evolves. Travel in the West Bank is not restricted, with decisions about staff travel there to be made by the contractor, exercising its corporate discretion.

H.26 USAID DISABILITY POLICY - (DEC 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_usaid/disability/

(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. 27 HEALTH AND ACCIDENT COVERAGE FOR USAID PARTICIPANT TRAINEES (JAN 1999)

- (a) In accordance with the requirements of USAID Automated Directive System (ADS) 253.5.6b, the Contractor shall enroll all non-U.S. trainees (hereinafter referred to as "participants"), whose training in the U.S. is financed by USAID under this contract, in USAID's Health and Accident Coverage (HAC) program. Sponsored trainees enrolled in third-country or in-country training events are not eligible for USAID's HAC program, but the Contractor may obtain alternative local medical and accident insurance at contract expense, provided the cost is consistent with the cost principles in FAR 31.2
- (b) When enrollment in the HAC program is required per paragraph (a) of this clause, the Contractor must enroll each participant in the HAC program through one of two designated contractors prior to the initiation of travel by the participant. USAID has developed an Agency-wide database training management system, the Training Results and Information Network ("TraiNet"), which is the preferred system for managing USAID's participant training program, including enrollment in the HAC program. However, until such time as the USAID sponsoring unit (as defined in ADS 253) has given the Contractor access to USAID's "TraiNet" software for trainee tracking and HAC enrollment, the Contractor must fill out and mail the Participant Data Form (PDF) (Form USAID 1381-4) to USAID. The Contractor can obtain information regarding each HAC program contractor, including contact information, and a supply of the PDF forms and instructions for completing and submitting them, by contacting the data base contractor serving the Global Center for Human Capacity Development (G/HCD).
- (c) The Contractor must ensure that HAC enrollment begins immediately upon the participant's departure for the United States for the purpose of participating in a training program financed by USAID, and that enrollment continues in full force and effect until the participant returns to his/her country of origin, or is released from USAID's responsibility, whichever is the sooner.
 - (1) The HAC insurance provider, not the Contractor, shall be responsible for paying all reasonable and necessary medical reimbursement charges not otherwise covered by student health service or other insurance programs, subject to the availability of funds for such purposes, in accordance with the standards of coverage established by USAID under its HAC program and by the HAC providers' contracts.
 - (2) After HAC enrollment, upon receipt of HAC services invoice from the selected HAC provider, the Contractor shall submit payment directly to the HAC provider.
 - (3) The Contractor is responsible for ensuring that participants and any stakeholders (as defined in ADS 253) are advised that USAID is not responsible for any

H.28 PARTICIPANT TRAINING (Jan 1999)

(a) Definitions.

- (1) Participant training is the training of any foreign national outside of his or her home country, using USAID funds.

(2) A Participant is any foreign national being trained under this contract outside of his or her country.
(b) Applicable regulations. Participant training conducted under this contract shall comply with the policies and essential procedures pertaining to training-related services contained in USAID Automated Directive System (ADS) Ch. 253 "Training for Development Impact". Any exceptions to ADS 253 requirements are specified as such within this contract. The current version of Chapter 253 may be obtained directly from the USAID website at <http://www.info.usaid.gov/pubs/ads/200>.

(c) The contractor shall be reimbursed for the reasonable and allocable costs incurred in providing training to participants in the United States or other approved location provided such costs do not exceed the limitations in, or have been waived in accordance with, ADS 253.5.5.

Note: Academic rates are available through a special website monitored by the United States Information Agency. The website for academic programs is: <http://www.iie.org/fulbright/posts/restrict>. U.S.-based participants receive the standardized U.S. travel per diem rates maintained by GSA for short-term training ([website:http://policyworks.gov](http://policyworks.gov)).

[END OF SECTION H]

PART II - CONTRACT CLAUSES**SECTION I – CONTRACT CLAUSES****I.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE**

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

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
52.202-1	DEFINITIONS	JUL 2004
52.203-3	GRATUITIES	APR 1984
52.203-5	COVENANT AGAINST CONTINGENT FEES	APR 1984
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	SEP 2006
52.203-7	ANTI-KICKBACK PROCEDURES	JUL 1995
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	SEP 2007
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	AUG 2000
52.204-7	CENTRAL CONTRACTOR REGISTRATION	JUL 2006
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	SEP 2007
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	SEP 2006
52.215-2	AUDIT AND RECORDS--NEGOTIATION	JUN 1999
52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT 1997
52.215-19	NOTIFICATION OF OWNERSHIP CHANGES	OCT 1997
52.216-7	ALLOWABLE COST AND PAYMENT	DEC 2002
52.216-8	FIXED-FEE	MAR 1997
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	MAY 2004
52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN	NOV 2007
52.219-16	LIQUIDATED DAMAGES – SUBCONTRACTING PLAN	JAN 1999
52.219-25	SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM--DISADVANTAGED STATUS AND REPORTING	OCT 1999
52.222-19	CHILD LABOR - COOPERATION WITH AUTHORITIES AND REMEDIES	JAN 2006
52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB 1999
52.222-26	EQUAL OPPORTUNITY	MAR 2007
52.222-29	NOTIFICATION OF VISA DENIAL	JUN 2003

52.222-38	COMPLIANCE WITH VETERANS EMPLOYMENT	DEC 2001
52.223-14	TOXIC CHEMICALS RELEASE REPORTING	AUG 2003
52.225-1	BUY AMERICAN ACT--SUPPLIES	JUN 2003
52.225-2	BUY AMERICAN ACT—CERTIFICATE	JUN 2003
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	FEB 2006
52.227-14	RIGHTS IN DATA--GENERAL	DEC 2007
52.228-7	INSURANCE--LIABILITY TO THIRD PERSONS	MAR 1996
52.229-8	TAXES—FOREIGN COST REIMBURSEMENT CONTRACTS	MAR 1990
52.232-9	LIMITATION ON WITHHOLDING OF PAYMENTS	APR 1984
52.232-17	INTEREST	JUN 1996
52.232-18	AVAILABILITY OF FUNDS	APR 1984
52.232-22	LIMITATION OF FUNDS	APR 1984
52.232-23	ASSIGNMENT OF CLAIMS	JAN 1986
52.233-1	DISPUTES	JUL 2002
52.233-3	PROTEST AFTER AWARD	AUG 1996
	ALTERNATE I (JUN 1985)	
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT 2004
52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	APR 1984
52.242-3	PENALTIES FOR UNALLOWABLE COSTS	MAY 2001
52.242-4	CERTIFICATION OF FINAL INDIRECT COSTS	JAN 1997
52.242-13	BANKRUPTCY	JUL 1995
52.243-2	CHANGES--COST REIMBURSEMENT	AUG 1987
	ALTERNATE I	
52.244-2A	SUBCONTRACTS	JUN 2007
	ALTERNATE I	
52.244-5	COMPETITION IN SUBCONTRACTING	DEC 1996
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS	MAR 2007
52.243-25	LIMITATION OF LIABILITY - SERVICES	FEB 1997
52.247-63	PREFERENCE FOR U.S -FLAG AIR CARRIERS	JUN 2003
52.247-64	PREFERENCE FOR PRIVATELY OWNED U.S.-FLAG COMMERCIAL VESSELS	FEB 2006
	ALTERNATE I	
52.249-6	TERMINATION (COST-REIMBURSEMENT)	MAY 2004
52.249-14	EXCUSABLE DELAYS	APR 1984
52.253-1	COMPUTER GENERATED FORMS	JAN 1991

AIDAR 48 CFR Chapter 7

752.202-1	DEFINITIONS	
752.211-70	LANGUAGE AND MEASUREMENT	JUN 1992
752.225-71	LOCAL PROCUREMENT	FEB 1997
752.228-7	INSURANCE-LIABILITY TO THIRD PERSONS	
752.228-70	MEDICAL EVACUATION (MEDVAC) SERVICES	JUL 2007
752.245-70	GOVERNMENT PROPERTY – USAID REPORTING REQUIREMENTS	
752.245-71	TITLE TO AND CARE OF PROPERTY	APR 1984
752.7001	BIOGRAPHICAL DATA	JUL 1997
752.7002	TRAVEL AND TRANSPORTATION	JAN 1990
752.7006	NOTICES	APR 1984

752.7008	USE OF GOVERNMENT FACILITIES OR PERSONNEL	APR 1984
752.7010	CONVERSION OF U.S. DOLLARS TO LOCAL CURRENCY	APR 1984
752.7011	ORIENTATION AND LANGUAGE TRAINING	APR 1984
752.7013	CONTRACTOR-MISSION RELATIONSHIPS	OCT 1989
752.7014	NOTICE OF CHANGES IN TRAVEL REGULATIONS	JAN 1990
752.7015	USE OF POUCH FACILITIES	JUL 1997
752.7025	APPROVALS	APR 1984
752.7028	DIFFERENTIALS AND ALLOWANCES	JUL 1996
752.7029	POST PRIVILEGES	JUL 1993
752.7031	LEAVE AND HOLIDAYS	OCT 1989
752.7033	PHYSICAL FITNESS	JUL 1997
752.7034	ACKNOWLEDGEMENT AND DISCLAIMER	DEC 1991
752.7035	PUBLIC NOTICES	DEC 1991

I.2 52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (Aug 2003)

(a) Executive Order 13148, of April 21, 2000, Greening the Government through Leadership in Environmental Management, requires submission of this certification as a prerequisite for contract award.

(b) By signing this offer, the offeror certifies that—

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: [Check each block that is applicable.]

- (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;
- (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);
- (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);
- (iv) The facility does not fall within the following Standard Industrial Classification (SIC) codes or their corresponding North American Industry Classification System sectors:
 - (A) Major group code 10 (except 1011, 1081, and 1094.
 - (B) Major group code 12 (except 1241).
 - (C) Major group codes 20 through 39.
 - (D) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce). Acquisition Specialist
 - (E) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, et seq.), or 5169, or 5171, or 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or
 - (v) The facility is not located in the United States or its outlying areas..

I.3 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 60 days from the completion date of the contract.

I.4 AIDAR 752.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS AND SMALL DISADVANTAGED BUSINESS CONCERNS

The Foreign Assistance Act calls for USAID to give small businesses an opportunity to provide supplies and services for foreign assistance projects. To help USAID meet this obligation, the following paragraph is to be added to the clause prescribed in FAR 19.708(a):

USAID small business provision. To permit USAID, in accordance with the small business provisions of the Foreign Assistance Act, to give small business firms an opportunity to participate in supplying equipment supplies and services financed under this contract, the Contractor shall, to the maximum extent possible, provide the following information to the Office of Small and Disadvantaged Business Utilization (OSDBU), USAID, Washington, D.C. 20523-1414, at least 45 days prior to placing any order in excess of the simplified acquisition threshold, except where a shorter time is requested of, and granted by OSDBU:

- (1) Brief general description and quantity of commodities or services;
- (2) Closing date for receiving quotations or bids; and
- (3) Address where invitations or specifications may be obtained.

I.5 52.227-23 RIGHTS TO PROPOSAL DATA (TECHNICAL) (JUN 1987)

Except for data contained on pages (TDB), it is agreed that as a condition of award of this contract, and notwithstanding the conditions of any notice appearing thereon, the Government shall have unlimited rights (as defined in the "Rights in Data--General" clause contained in this contract) in and to the technical data contained in the proposal dated upon which this contract is based.

I.6 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.

I.7 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

I.8 AIDAR 752.242.70 PERIODIC PROGRESS REPORTS (JULY 1998)

(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.

I.9 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.10 COMMUNICATIONS PRODUCTS (OCT 1994)

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

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

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

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

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

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

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

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

[END OF SECTION I]

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS**SECTION J - LIST OF ATTACHMENTS**

ATTACHMENT NUMBER	TITLE
J.1 ATTACHMENT 1	IDENTIFICATION OF PRINCIPAL GEOGRAPHIC CODE NUMBERS
J.2 ATTACHMENT 2	SUMMARY BUDGET FORMAT
J.3 ATTACHMENT 3	CONTRACTOR/SUBCONTRACTOR PAST EXPERIENCE INFORMATION
J.4 ATTACHMENT 4	ACRONYMS
J.5 ATTACHMENT 6	USEFUL LINKS

The following forms may be accessed at: http://www.usaid.gov/procurement_bus_opp/procurement/forms/

1. USAID FORM 1420-17 - CONTRACTOR BIOGRAPHICAL DATA SHEET
2. SF LLL - DISCLOSURE OF LOBBYING ACTIVITIES
3. AID 1420-65 – AID CONTRACTOR EMPLOYEE PHYSICAL EXAMINATION FORM
4. SF 294 – SUBCONTRACTING REPORT FOR INDIVIDUAL CONTRACTS AND SF – 295 SUMMARY SUBCONTRACT REPORT.

[END OF SECTION J]

PART IV - REPRESENTATIONS AND INSTRUCTIONS

SECTION K – REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

The representations, certifications and other statements as provided herein are applicable to task orders based on their individual scopes of work.

K.1 NOTICE LISTING SOLICITATION PROVISIONS INCORPORATED BY REFERENCE

The following solicitation provisions pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the FAR provision at FAR "52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE" in Section L of this solicitation. See FAR 52.252-1 for an internet address (if specified) for electronic access to the full text of a provision.

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
52.237-8	RESTRICTION ON SEVERANCE PAYMENTS TO FOREIGN NATIONALS	(AUG 2003)

K.2 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2006)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 541990.

(2) The small business size standard is \$6,500,000.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) (1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (c) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (c) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

(i) Paragraph (c) applies.

(ii) Paragraph (c) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this

offer by reference (see FAR 4.1201); except for the changes identified below [*offeror to insert changes, identifying change by clause number, title, date*]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause #	Title	Date	Change
_____	_____	_____	_____

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

K.3 52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (JUNE 2000)

NOTE: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. DISCLOSURE STATEMENT-COST ACCOUNTING PRACTICES AND CERTIFICATION

(a) Any contract in excess of \$500,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR, Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

CAUTION: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

[](1) Certificate of Concurrent Submission of Disclosure statement. The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows: (i) original and one copy to the cognizant Administrative contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable, and (ii) one copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement:

Name and Address of Cognizant ACO or Federal Official Where Filed:

The offeror further certifies that: the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

(2) Certificate of Previously Submitted Disclosure Statement.

The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement:

Name and Address of Cognizant ACO or Federal Official Where Filed:

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

(3) Certificate of Monetary Exemption.

The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling \$50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

(4) Certificate of interim Exemption.

The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting officer, in the form specified under subparagraphs (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

CAUTION: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90 day period following the cost accounting period in which the monetary exemption was exceeded.

II. COST ACCOUNTING STANDARDS--ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE

If the offeror is eligible to use the modified provisions of 48 CFR subpart 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

[] The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

CAUTION: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$50 million or more.

III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

[] YES [] NO

K.4 52.230-7 PROPOSAL DISCLOSURE--COST ACCOUNTING PRACTICE CHANGES (APR 2005)

The offeror shall check "yes" below if the contract award will result in a required or unilateral change in cost accounting practice, including unilateral changes requested to be desirable changes.

[] Yes [] No

If the offeror checked "Yes" above, the offeror shall—

(1) Prepare the price proposal in response to the solicitation using the changed practice for the period of performance for which the practice will be used; and

(2) Submit a description of the changed cost accounting practice to the Contracting Officer and the Cognizant Federal Agency Official as pricing support for the proposal.

K.5 INSURANCE - IMMUNITY FROM TORT LIABILITY

The offeror represents that it [] is, [] is not a State agency or charitable institution, and that it [] is not immune, [] is partially immune, [] is totally immune from tort liability to third persons.

K.6 SIGNATURE

By signature hereon, or on an offer incorporating these Representations, Certifications, and Other Statements of Offerors, the offeror certifies that they are accurate, current, and complete, and that the offeror is aware of the penalty prescribed in 18 U.S.C. 1001 for making false statements in offers.

Solicitation No. _____

Offer/Proposal No. _____

Date of Offer _____

Name of Offeror _____

Typed Name and Title _____

Signature _____ Date _____

[END OF SECTION K]

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.1 NOTICE LISTING SOLICITATION PROVISIONS INCORPORATED BY REFERENCE

The following solicitation provisions pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the FAR provision at FAR "52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE" in Section L of this solicitation. See FAR 52.252-1 for an internet address (if specified) for electronic access to the full text of a provision.

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
52.237-10	IDENTIFICATION OF UNCOMPENSATED OVERTIME	OCT 1997

L.2 52.215-1 INSTRUCTIONS TO OFFERORS—COMPETITIVE ACQUISITION (JAN 2004)

(a) Definitions. As used in this provision—

“Discussions” are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer’s discretion, result in the offeror being allowed to revise its proposal.

“In writing,” “writing,” or “written” means any worded or numbered expression that can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

“Proposal modification” is a change made to a proposal before the solicitation’s closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

“Proposal revision” is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

“Time,” if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) Amendments to solicitations. If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) Submission, modification, revision, and withdrawal of proposals.

(1) Unless other methods (*e.g.*, electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages

(i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show—

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

(iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and

(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) Submission, modification, revision, and withdrawal of proposals.

(i) Offerors are responsible for submitting proposals, and any modifications or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.

(ii)(A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and—

(1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(3) It is the only proposal received.

(B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions

specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) Offer expiration date. Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) Restriction on disclosure and use of data. Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall—

(1) Mark the title page with the following legend:

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed—in whole or in part—for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of—or in connection with—the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; *and*

(2) Mark each sheet of data it wishes to restrict with the following legend:

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) Contract award.

(1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to

conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(11) If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

(i) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(ii) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

(iii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(iv) A summary of the rationale for award.

(v) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(vi) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

L.3 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Cost Plus Fixed Fee term-type contract resulting from this solicitation.

L.4 52.233-2 SERVICE OF PROTEST (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Ms. Sonila Hysi
Contracting Officer

Mailing Address:

Office of Contracts Management
USAID / West Bank and Gaza
71 Hayarkon Street, 63903
Tel Aviv, Israel

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

L.5 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The Offeror is cautioned that the listed provisions may include blocks that must be completed by the Offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the Offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this address:

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

L.6 POINT OF CONTACT

Ms. Linda Maher, Acquisition Specialist
USAID/West Bank and Gaza
E-mail address: WBG-OCM-packages@usaid.gov

L.7 GENERAL INSTRUCTIONS TO OFFERORS

(a) Submission

The offeror should submit the proposal either:

(i) via regular mail - sending one original and three paper copies of a technical proposal and one original and three paper copies of a cost proposal, however the issuing office receives regular international mail only once a week. All mail is subject to US Embassy electronic imagery scanning methods, physical inspection, and is not date and time stamped prior to receipt by USAID and the Contracting Officer; or

(ii) hand delivery (including commercial courier) of one original and three paper copies of a technical proposal and one original and three paper copies of a cost proposal to the issuing office.

(iii) Regardless of the method used the Technical Proposal and Cost Proposal must be kept separate from each other. Technical Proposals must not make reference to pricing data in order that the technical evaluation may be made strictly on the basis of technical merit.

Proposals must be received by the closing date and time indicated in Block 9 of the Cover Page (SF33) of this solicitation to the address indicated below. Proposals must remain available for acceptance by USAID for a minimum of 210 days. Telegraphic, facsimile or electronic proposals will not be accepted.

Via U.S. Mail: _____

OR

Hand or Air Courier Service:

USAID
Attn: Ms. Sonila Hysi
Contracting Officer
9700 Tel Aviv Place
Washington Dc 20521-9700

USAID/West Bank and Gaza
Attn: Ms. Sonila Hysi
Contracting Officer
Office of Contracts Management
10th floor, 25 Hamered Street
Tel Aviv, Israel

OR

USAID c/o American Embassy
Attn: Ms. Sonila Hysi, Contracting Officer
Office of Contracts Management
71 Hayarkon Street, 63903
Tel Aviv, Israel

Mailed applications should be sent by certified Mail, and received at the time and place specified above.

Hard copies of the proposals may be sent by international air courier or delivered by hand to the above address. Please be advised that in the past some firms have experienced delays with international air courier services. Because the provision at FAR 52.215-1 does not cover such delays, proposals received after the closing date and time will be processed as late. Also, if you utilize the services of an independent agent in Israel to deliver your proposal, please be certain that he/she understands additional time may be needed to allow for security review of any packages and that the closing date and time are firm.

Please note that the U.S. mail address given above is via a diplomatic pouch and may take up to three weeks for delivery to the USAID/West Bank and Gaza. USAID and the State Department accept no liability for late delivery, or non-delivery, attributable to the diplomatic pouch. Offerors should plan accordingly.

Note: Delivery to the U.S. mail, post office or air courier representative does not constitute meeting the statutory requirement that proposals are received on time at the designated office. For purposes of recording the official receipt of proposals, the date/time stamp of the Office of Contracts Management at USAID/West Bank and Gaza will govern.

The Offeror must pay careful attention to Section K - Representations, Certifications and Acknowledgements of the accompanying Request for Proposals. Offerors must comply with FAR clause 52.204-7, Central Contractor Registration, and complete the annual representations and certifications electronically via the Online Representations and Certifications Application website at <http://orca.bpn.gov>.

Offerors must carefully adhere to Section L - Instructions to Offerors and Section M - Evaluation Factors for Award. Sections B through I of the solicitation will become the basis for the contract. Any blanks in Sections B through I will be completed by the Contracting Officer before award.

The body of the technical proposal is limited to 50 pages. Any pages over the 50-page limit will not be evaluated. The proposals shall be written in English and typed on standard 8 1/2" x 11" paper (210 mm by 297mm paper), single spaced, one inch margins, with font no smaller than 12 point and with each page numbered consecutively. Items such as graphs, charts, cover pages, dividers, table of contents, and attachments (i.e. key personnel resumes, table summarizing qualifications of proposed personnel, past performance summary table and past performance report forms) are not included in the 50-page limitation.

There is no page limit on the cost/business proposal. Detailed information should be presented only when required by specific RFP instructions.

Proposals must be prepared in two separate parts: the Technical Proposal shall address technical aspects only, while the Business (Cost) Proposal shall present the costs and address related issues such as responsibility. Offerors must submit one (1) original and three (3) copies of their Technical Proposal in a sealed envelope which is clearly marked as being in response to this RFP. Offerors must submit one (1) original and three (3) copies of their Business Proposal separately in a sealed envelope indicating that it is in response to this RFP and contains cost information. In addition to hard copies, technical applications must be submitted on data Compact Discs (CD) in Microsoft Word 2003 format and cost/business applications must be submitted in Microsoft Excel 2003 format. Any graphics/tables must be formatted in MS Word 2003 or Excel 2003. Proposals must be signed by an official who is authorized to bind the organization.

It is possible that oral discussions, either in person or via teleconferencing, will take place with those Offerors whose proposals are determined to be in the competitive range. Discussion questions will be sent to the concerned Offerors prior to the actual discussions. Specifics concerning how the discussions will be conducted will also be arranged at that time.

Offerors are requested to submit a proposal directly responsive to the terms, conditions, specifications and provisions of this solicitation. The complete submission of all requested items will constitute the offer. Failure or refusal to assent to any of the terms and conditions of this solicitation, imposition of additional conditions or any material omission may constitute a deficiency, which will make the proposal unacceptable, thereby eliminating the proposal from further consideration.

(b) Questions & Clarifications

Any questions regarding this RFP should be received no later than April 30, 2008 at 15:00 (Tel Aviv, Israel Time UTC/GMT +3 hours), in writing only via e-mail. No oral questions will be accepted. No questions will be accepted after this date. Please send questions to:

Ms. Linda Maher, Acquisition Specialist
USAID/West Bank and Gaza
E-mail address: WBG-OCM-packages@usaid.gov

Oral explanations or instructions given before award will not be binding. Answers to all questions concerning this RFP will be provided promptly after the due date for questions submission to all other prospective offerors as an amendment of this RFP.

(c) Government Obligation

Issuance of this solicitation does not in any way obligate the U.S. Government to award a contract nor does it commit the U.S. Government to pay for costs incurred in the preparation and submission of a proposal. Furthermore, the Government reserves the right to reject any and all offers, if such action is considered to be in the best interest of the Government.

L.8 INSTRUCTIONS FOR THE PREPARATION OF THE TECHNICAL PROPOSAL

The Technical Proposal shall be organized by the technical evaluation criteria listed in Section M. It should address how the offeror intends to accomplish the Project Components, Objectives, Tasks, and Deliverables contained in Section C. It should also demonstrate a clear understanding of the work to be undertaken and the responsibilities of all parties involved.

To the maximum extent feasible, the discussion should provide concrete illustrations to substantiate points. At a minimum, technical proposals should include the following:

Cover Page

Include project title, RFP number, name of organization(s) submitting the proposal, contact person, telephone and fax numbers, e-mail, and mailing address.

Executive Summary (maximum 5 pages)

The offeror should submit a concise description of how it proposes to meet the technical and staffing requirements, implement project activities, and achieve the stated objectives of the contract. A brief description of the technical and management resources and plans proposed for successful implementation of the project should also be provided.

Technical Application (maximum 50 pages)

1. Technical Approach

In all responses to the requirements of this RFP, the offeror should be cognizant of the high visibility of this program and the imperative to produce results which are measurable and demonstrable to numerous stakeholders, both locally and in the U.S.

In separate narratives for Project Components 1 and 2, the offeror shall provide the following:

- a. A concise, logical, and informed situation analysis to demonstrate competent understanding of the relevant challenges, needs, and opportunities that exist for development and reform in the Palestinian health sector.
- b. The offeror shall clearly describe the specific implementation strategy and methodology it will use to successfully achieve each of the contract objectives and complete the tasks and deliverables as detailed in Section C of this RFP:
 - 1) The discussion should include the offeror's proposed approach for assessing the organizational strengths, weaknesses, and development needs of beneficiary Palestinian institutions with regard to USAID's technical priorities and within the broad scope of potential technical assistance needs in health sector management and reform and in clinical and community health service delivery. The results of these assessments will serve as a baseline measure of institutional capacities, performance, and needs, and will also inform the development of customized, integrated institutional development work plans for USAID-funded assistance.
 - 2) The offeror should provide a clear and detailed explanation of its approach and specific methodologies for strengthening Palestinian institutional capacities and performance of the beneficiary organizations relative to each of the stated objectives 1 and 2 of the contract. The proposed approach should be fully consistent with the programming principles described in Section C of this RFP. In particular, the offeror shall describe how it will design, adapt, and implement practical and effective interventions in the unique and challenging Palestinian context to make use of recognized best practices, build on a foundation of U.S. or international quality standards, and apply

the offeror's prior experience to produce measurable and sustainable improvements in health sector performance. .

- 3) The offeror must specifically and clearly explain how it will mobilize top quality technical expertise of sufficient breadth and depth to address the broad scope of technical requirements in *health sector reform and development* and in *clinical and community health* within the technical priorities as specified in Section C in a manner which is timely, responsive, flexible, and feasible.
- 4) The offeror must describe how it would utilize and manage --- as appropriate to its proposed approach for achieving project objectives --- a fellowship program and a sub-grants (grants-under-contract) program.
- 5) The narrative should clearly justify the need for and the value-added contribution of any proposed sub-contractors related to achieving the contract objectives. An illustrative statement of work which clearly articulates the proposed role of the sub-contractor and a letter of commitment shall be included as an appendix.
- 6) The offeror shall also provide examples of specific, measurable, and sustainable project results which it realistically expects to achieve by the end of the contract and what practical and proven approaches the offeror will use to maximize sustainability of the health sector improvements after the Project closes. The offeror should clearly describe its approach for measuring demonstrable improvements in the quality of health systems management and health service delivery.
- 7) The offeror shall explain how it will integrate gender considerations into its technical approach in order to encourage a more significant role for those health professions predominantly staffed by women (nursing and midwifery). In addition, the offeror shall describe how it will design recruitment procedures for USAID-funded fellowship and training programs to support qualified women candidates.

For Project Component 3, the offeror shall provide the following:

- a. The offeror must describe its approach for an efficient, responsive, and technically sound system for the procurement of health and humanitarian assistance commodities. The offeror must be able to assist beneficiary organizations in identifying their health and humanitarian assistance commodity needs and prepare detailed technical specifications for the procurement process. At a minimum, the contractor must have access to technical experts in pharmacy and medical engineering and must ensure that only commodities which meet U.S. quality standards are procured under this project. The offeror must have a thorough knowledge of U.S.G. procurement regulations and be able to access both U.S. and local markets. Moreover, the offeror must have demonstrated success in managing other key aspects of a procurement program including logistics and quality control.
- b. Because USAID-funded commodities donated under this Project Component may result in the generation of medical waste, the offeror must describe its technical assistance approach to help beneficiary organizations review, strengthen, and monitor their medical waste management practices. The offeror will be expected to conduct periodic monitoring of medical waste management practices at beneficiary organizations and report findings and recommendations to USAID.

For the following cross-cutting issues, the offeror shall address:

- a. The offeror should describe how it would implement a thoughtful process for screening and identifying potential NGO partners based on factors such as technical capacities, quality of care, service population profile, and eligibility under USAID vetting procedures.

b. The offeror should clearly describe its approach for preparing and implementing integrated institutional development work plans which are linked across all three Project Components and deliver a coordinated package of technical assistance and commodity support to the beneficiary organizations.

2. Staffing Plan and Key Personnel

a. The offeror shall propose well-qualified key personnel which meet the minimum requirements listed in Section C.

However, in order to optimally implement its proposed technical approach, the offeror may submit alternative key positions to those listed above. The offeror must carefully explain its rationale for the alternative staffing pattern for key personnel and demonstrate that, in aggregate, its alternative team meets all of the minimum requirements above.

The offeror shall clearly identify the roles and responsibilities of the key personnel positions, and provide a detailed explanation regarding how the education, capabilities, and experience of each individual relate to the Project objectives. In appendices, the offeror shall provide for each of the key personnel candidates a detailed job description, a complete CV, and a signed letter of commitment affirming the candidate's intention to serve full-time in the designated position, his/her availability to be on-duty in the West Bank within 60 days of the signed contract. Information provided must be sufficiently detailed for USAID to make a determination of the suitability of each proposed key personnel candidate.

If the offeror's proposal is accepted, the key personnel positions and candidates identified in the final proposal will thereafter be considered as key personnel and critical to the success of the contract. The individuals hired to fill these positions must be approved in writing by the CTO and cannot be transferred, removed, or replaced without the written consent of the Contracting Officer.

b. The offeror must provide a staffing plan for the contract as a whole with a detailed organizational chart and level of effort matrix attached as appendices. The staffing plan must be consistent with the proposed technical approach and the offeror must explain how the plan will effectively achieve the contract objectives.

The estimated Level of Effort for the performance of this contract is 46,000 person-days.

Although USAID expects that the principle project office will be located in Ramallah and a smaller office in Gaza, the offeror may propose and justify alternate project office arrangements. Accordingly, the staffing plan should include an explanation of the number and location of the project offices.

The proposed staffing plan should provide at a minimum:

- the titles and numbers of positions, including support staff positions, with a description of their functions, responsibilities, and skill sets (including proposed language requirements) for implementation of the contract
- when possible, identification of senior project staff to be hired during the first year of the contract, along with their resumes and letters of commitment
- demonstrated good gender practices in the proposed recruitment and retention of project staff, and how the offeror will recruit well-qualified local staff
- if/how consultants will be utilized to augment the technical and management activities implemented by the direct project staff.

3. Management Plan

The offeror should describe the management and administrative processes and structures which it proposes to ensure successful project implementation. If any of these administrative or management functions will be performed by sub-contractors, the offeror should provide a clear explanation of the value-added and cost-benefit of such an arrangement. The offeror should describe how and why the sub-contractors were selected, and clearly explain which portions of project administration/management will be implemented by the sub-contractor. The statement of work, including a description of sub-contractor personnel/consultants/staffing, should be attached as an appendix.

At a minimum, the Management Plan must clearly describe the offeror's proposed approach and capacities regarding the following functions:

a. Institutional Experience:

- 1) The offeror shall provide a narrative describing how it has successfully implemented worldwide or national projects in areas such as health sector reform and management, quality improvement for clinical services, community outreach and mobilization, behavior change communication, and health commodity procurement and logistics. The offeror should explain how it has been able to mobilize top quality technical and administrative staff for project implementation, and to make cost-effective, technically valuable use of sub-contractors and consultants.
- 2) Citing specific examples attributable to its project activities, the offeror should provide a detailed description of measurable and sustainable results in strengthened health systems management and quality improvement of clinical and community services.
- 3) The offeror should also describe its previous successful experiences in collaborating with key stakeholders such as host country governments, NGOs, the UN, and other donors, especially in politically sensitive circumstances. The offeror should explain how this experience positions it to successfully implement the contract and achieve USAID's development objectives for the Palestinian health sector.

b. General Administrative and Management Functions:

- 1) The *respective administrative and management roles, responsibilities, relationships, and lines of authority* among the offeror's home office, the project headquarters office, any other local project offices, and the offices of sub-contractors (although USAID would prefer that project staff are co-located in joint offices to maintain the unified identity of the Flagship Project, the offeror may propose and justify other approaches in the Management Plan)
- 2) *Human resources management* to ensure well-qualified international and local staff are recruited and retained for project success. A pro-active approach regarding gender should be integrated into the offeror's own business practices, including the hiring of qualified women staff and consultants.
- 3) *Financial management and reporting* related to project activities
- 4) *Procurement and logistics processes* which meet all USAID regulatory and quality requirements in a timely and efficient manner; administrative capacity to procure effectively from both U.S. and local markets; capacity to transport, warehouse, and deliver health commodities to beneficiaries in the West Bank, Gaza, and East Jerusalem

- 5) Integration of sound *cost management principles* in program design and management to maximize the percentage of USAID resources used for technical assistance and commodity support rather for administrative costs

c. Special Administrative and Management Functions Related to the Flagship Project:

- 1) *Coordination approaches and mechanisms* to ensure (a) integrated preparation, implementation, and monitoring of institutional development work plans within the contract, (b) effective collaboration and communication with USAID and with the contractor(s) responsible for health facility construction/renovation, and (c) active stakeholder participation, especially the Ministry of Health, in project design and implementation
- 2) (if applicable to the offeror's proposed technical approach) Systems for recruitment, management and oversight to ensure the highest standards of *accountability and quality performance by consultants and sub-contractors* performing work under the contract
- 3) Management and administration of a *grants-under-contract mechanism*
- 4) Management and administration of a *local and international fellowship training program* which complies with USAID regulations and restrictions
- 5) Development and management of effective procedures which ensure full compliance with all USAID/West Bank & Gaza *anti-terrorism policies and reporting requirements*

d. Project Management Documents:

- 1) A realistic and responsive *Implementation Plan* shall be included as an appendix. The plan should clearly and logically display technical and administrative activities by month during the first year of implementation and by quarter for the remaining four years of the contract.
- 2) An illustrative *Monitoring and Evaluation Plan* shall be included as an appendix. When appropriate, performance indicators should be disaggregated by gender.

4. Past Performance

a. As an appendix, the offeror shall provide a table documenting its past performance on directly related or similar federal, state, and local government, and private contracts and subcontracts it has held within the last 5 years and all contracts and subcontracts currently in progress which are of similar scope, magnitude and complexity to that which is detailed in the RFP. The information must be clear whether the work by the offeror was done as a prime contractor or a subcontractor. Offerors who describe similar contracts and subcontracts shall provide a detailed explanation demonstrating the similarity of the contracts to the requirements of the RFP.

The offeror shall provide the following information regarding its past performance.

- Contract Number(s) and type of contract;
- Procuring Agency and name of reference point(s) of contact (not to exceed 3) telephone and fax numbers at the Federal, State, Local government or commercial entity for which the contract was performed;
- Dollar value of the contract;
- Period of Performance;
- Detailed description of the work performed;
- Relevancy of the contract to this proposed contract;

- Clear statements describing whether the contract was completed on time, with a quality product conforming to the contract, without any degradation in performance or customer satisfaction. Discuss any cost growth if the contract was not completed for the original contract amount; and
- The number, type, frequency, duration and impact of any quality, delivery or cost problems in performing the contract, the corrective action taken, if any, and the effectiveness of the corrective action.

Offerors must either provide the above information or affirmatively state that it possesses no relevant directly related or similar past performance.

USAID reserves the right to obtain past performance information from any other sources not named by the offeror.

b. Performance in Using Small Business Concerns (as defined in FAR 19.001) – This section (b) is not applicable to offers from small business concerns.

As part of the evaluation of performance in Section M of this solicitation, USAID will evaluate the extent the offeror used and promoted small business concerns under current and prior contracts. The evaluation will assess the extent to which small business concerns participated in these contracts relative to the size/value of the contracts, the complexity and variety of the work small business concerns performed, and compliance with the small business subcontracting plan or other similar small business incentive programs set out in the contract(s).

Within the appendix, the offeror will also provide a copy of the most recent SF 294 "Subcontracting Report for Individual Contracts" for each contract against which the offeror was required to report within the past three years.

In order for USAID to fully and fairly evaluate performance in this area, all offerors who are not small business concerns must include the following information in an appendix:

- Narrative summary of the offeror's use of small business concerns over the past three years. Description of how the offeror actually uses small businesses --- as subcontractors, joint venture partners, through other teaming arrangements, etc.; explanation of the nature of the work small businesses performed --- support, logistics support, etc.; description of the extent of the offeror's compliance with its small business sub-contracting plan(s) or other similar small business incentive programs set out in the offeror's contract(s); and explanation of any mitigating circumstances of goals were not achieved.
- Names and addresses of three small business concerns for USAID to contact for their assessment of the offeror's performance in using small business concerns. A brief summary of the type of work each small business concern provided to the offeror and the name of a contact person, his/her title, phone number, and e-mail address for each.

L.9 INSTRUCTIONS FOR THE PREPARATION OF THE COST PROPOSAL

The cost proposal must contain the following information and be organized in the following format:

1. Table of contents.
2. RFP page 1 (Standard Form 33).
3. Completed Section K certifications and representations for Offeror and subcontractor(s).

4. A summary budget of the entire program, using attachment J-2.
5. A separate summary budget for the prime and each of the subs, using attachment J-2.
6. Detailed budget breakdowns by component for each year of the contract following the same format used in number 4 & 5 above. This same information shall be provided for each subcontractor.
7. Supporting information and budget narrative. This should include the estimated cost elements at a detailed level, plus a description of the basis of estimated costs. The supporting cost information should be provided in sufficient detail to allow complete cost realism, allowability, and reasonableness analyses of the proposal. A description of what types of costs are included in each summary budget element, including costs for branding and marking, should be provided. For instance, "allowances" may include post differential, cost of living, housing, education or other allowances budgeted for long-term advisors and their dependents. The rationale for the Contractor's proposed fee, if any, should be described. Subcontracts, in particular those that include advisors, must be broken out.
8. If the contractor is a joint venture or partnership, the cost proposal must include a copy of the agreement between the parties to the joint venture/partnership. The agreement shall include a full discussion of the relationship between the firms including identification of the firm which will have responsibility for negotiation of the contract, which firm will have accounting responsibility, how work will be allocated, overhead calculated, and profit shared, and the express agreement of the principals thereto to be held jointly and severally liable for the acts or omissions of the other.
9. A copy of the Offeror's personnel policies in effect at the time the offer is submitted, especially regarding salary and wage scales, merit increases, promotions, leave, differentials, travel and per diem regulations, fringe benefit, etc. Regarding fringe benefit information: Unless the Offeror's (and each subcontractor's) Negotiated Indirect Cost Rate Agreement contains a fringe benefit rate(s), the rate(s) proposed in the calculations shall be supported by a detailed breakdown comprising each item of fringe benefits (i.e., unemployment insurance, retirement, worker compensation, health and life insurance, FICA, etc.) and the costs of each, expressed in dollars and as a percentage of salaries. Each page shall have the prime contractor's (or subcontractor's) name clearly marked.
10. A copy of the Offeror's travel policies in effect at the time the offer is submitted.
11. Completed and signed Contractor Employee Biographical Sheet for each professional personnel proposed.
12. Indirect Cost Information:
 - a. The Offeror shall include a complete copy of its (and each subcontractor's) most current Negotiated Indirect Cost Rate Agreement (NICRA) or other documentation from the Offeror's cognizant Government Audit Agency, if any, stating the Offeror's most recent final indirect cost rates (if the Offeror does not have predetermined rates) and/or the current provisional or predetermined rates accepted by the cognizant Government Audit Agency. For proposal/billing purposes, the base to which such rates are applied, and the Offeror's fiscal year (e.g., October 1 through September 30). The Offeror shall also provide the name and address of the Government Audit Agency, and the name and telephone number of the auditor.
 - b. If the Offeror does not have a cognizant Government Audit Agency, the Offeror shall provide its audited balance sheets and profit and loss statements for the last two complete years and the current year to date (or such lesser period of time if the Offeror is a newly-formed organization). The profit and loss statements should include the total costs of goods and services sold, including a listing of the various indirect administrative costs, and are supplemented by information on the Offerors customary

indirect cost allocation method, together with supporting computations of the basis for the indirect cost rate(s) proposed.

c. If the Offeror proposes, the use of indirect cost rates which are lower than what can be supported by the aforesaid documentation, the Offeror shall include detailed documentation demonstrating the reasonableness of the lower rates. Such documentation may include the impact that the contract would have on the Offerors business activities and volume.

d. If the Offeror or any subcontractor proposes ceiling indirect cost rates, a ceiling rate agreement must be included as part of its proposal.

13. Evidence of Responsibility: The Offeror must submit sufficient evidence of responsibility for the Contracting Officer to make an affirmative determination of responsibility pursuant to the requirements of FAR Subsection 9.104-1. In the absence of evidence sufficient for the Contracting Officer to make an affirmative determination of responsibility, the Offeror could be considered to be non-responsive, thereby precluding award of the contract. Accordingly, the Offeror should address each element of responsibility. To this end, the Offeror must demonstrate that it:

- a. Has adequate financial resources to perform the contract, or the ability to obtain them;
- b. Is able to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental commitments;
- c. Has a satisfactory performance record;
- d. Has a satisfactory record of integrity and business;
- e. Has the necessary organization, experience, accounting and operational controls (including the ability to track the different funding accounts used for specific activities under each component of the program), and technical skills, or the ability to obtain them; and
- f. Is otherwise qualified and eligible to receive an award under applicable laws and regulations (e.g., Equal Opportunity, Clean Air and Water, etc.).

The information stated above in this section regarding responsibility shall be included for each subcontractor. Each subcontractor must be responsible in order to receive a subcontract.

14. Subcontractor Information: This Part shall contain subcontractor information as set forth below. A tab or colored divider sheet shall separate each element of subcontractor information, as well as each subcontractor. Each page shall have the subcontractor's name clearly marked.

The proposal must include a letter, on subcontractor letterhead, and signed by an authorized representative of each subcontractor, which specifically states the following:

- a. The subcontractor's agreement to be included in the Offeror's proposed teaming arrangement; and
- b. A discussion and agreement on type(s) of subcontract(s) to be used, and applicable terms and conditions, and approximate percentage of each type of work to be subcontracted.

15. Subcontracting Plan

Unless the Offeror is a small business concern, the Offeror must include its small business and small disadvantaged business subcontracting plan, as required by the provision of this solicitation entitled "Small Business and Small Disadvantaged Business Subcontracting Plan" (FAR 52.219-9). The plan must contain all of the information required by paragraph (d) of said provision.

NOTE: For the purposes of the small business and small disadvantaged business subcontracting plan, individuals acting as independent consultants are considered to be subcontractors, and are also considered to be small businesses if they meet the small business size standard set forth in Section K. Individual consultants who are African Americans, Native Americans, Asian-Pacific Americans, Asian-Indian Americans, and other individuals found to be qualified by the SBA under 13 CFR 124.1 are considered to be small disadvantaged businesses if they meet the small business size standard set forth in Section K.

L.10 INSTRUCTIONS FOR THE PREPARATION OF THE BRANDING IMPLEMENTATION PLAN (BIP)

Offerors must prepare a Branding Implementation Plan (BIP) to address the Branding Strategy described in Section D.2. This BIP must specifically address the following:

- How to incorporate the message, "This assistance is from the American people," in communications and materials directed to beneficiaries, or provide an explanation if this message is not appropriate or possible.
- How to publicize the program, project, or activity in the host-country and a description of the communications tools to be used. Such tools may include the following:
 - Press releases,
 - Press conferences,
 - Media interviews,
 - Site visits,
 - Success stories,
 - Beneficiary testimonials,
 - Professional photography,
 - PSAs,
 - Videos, and
 - Webcasts, e-invitations, or other e-mails sent to group lists, such as participants for a training session blast e-mails or other Internet activities, etc.
- The key milestones or opportunities anticipated to generate awareness that the program, project, or activity is from the American people, or an explanation if this is not appropriate or possible. Such milestones may be linked to specific points in time, such as the beginning or end of a program, or to an opportunity to showcase publications or other materials, research findings, or program success. These include, but are not limited to, the following:
 - Launching the program,
 - Publishing reports or studies,
 - Spotlighting trends,
 - Highlighting success stories,
 - Featuring beneficiaries as spokespeople,
 - Showcasing before-and-after photographs,
 - Securing endorsements from ministry or local organizations,
 - Promoting final or interim reports, and
 - Communicating program impact/overall results.

[END OF SECTION L]

SECTION M - EVALUATION FACTORS FOR AWARD

M.1 GENERAL INFORMATION

(a) The Government may award a contract without discussions with offerors in accordance with FAR 52.215-1.

(b) The Government intends to evaluate offerors in accordance with Section M of this RFP and make contract award to the responsible offeror(s) whose proposal(s) represents the best value to the U.S. Government. "Best value" is defined as the offer that results in the most advantageous solution for the Government, in consideration of technical, cost, and other factors.

(c) The submitted technical information will be scored by a technical evaluation committee using the technical criteria shown below. The evaluation committee may include industry experts who are not employees of the Federal Government. When evaluating the competing offerors, the Government will consider the written qualifications/capability information provided by the offerors, and any other information obtained by the Government through its own research.

(d) In accordance with FAR 15.304(e)(1), all evaluation factors other than cost/price when combined are significantly more important than cost/price factors.

M.2 TECHNICAL EVALUATION

The criteria set forth herein will serve as the basis for evaluating the technical proposals. The various functional elements of the technical criteria are assigned weighted scores, so that offerors will know which areas require emphasis in the preparation of proposals. Offerors should note that these criteria serve as the standard against which all proposals will be evaluated.

A. Technical Approach Total: 35 points

Sub-Criterion 1: Project Component 1 (15 points)

a. The situation analysis reflects competent understanding of the relevant challenges, needs, and opportunities that exist for health sector development and reform in the Palestinian health sector (20%).

b. The proposed implementation strategy and methodology demonstrates a clear, logical, technically sound, and feasible synthesis and application of best practices, lessons learned, successful state-of-the-art approaches which will produce measurable and sustainable results in improved health sector reform and management (80%).

Sub-Criterion 2: Project Component 2 (10 points)

a. The situation analysis reflects competent understanding of the relevant challenges, needs, and opportunities that exist for improving the quality of clinical and community health services in the Palestinian health sector (20%).

b. The proposed implementation strategy and methodology demonstrates a clear, logical, technically sound, and feasible synthesis and application of best practices, lessons learned, successful state-of-the-art approaches which will produce measurable and sustainable results in improved clinical and community health (80%).

Sub-Criterion 3: Project Component 3 (6 points)

- a. The proposed approach provides an efficient, responsive technically sound, and feasible procurement system which can meet the health and humanitarian assistance commodity needs of project beneficiaries while complying with all USAID procurement regulations and quality standards (67%).
- b. The proposed approach provides an effective, realistic, and technically sound technical assistance process to help beneficiary organizations improve their medical waste management practices (33%).

Sub-Criterion 4: Cross-cutting issues (4 points)

- a. The proposed approach demonstrates a clear, logical, technically sound, and feasible synthesis and application of best practices, lessons learned, successful state-of-the-art methodologies for screening and identifying potential NGO partners based on factors such as technical capacities, quality of care, service population profile, and eligibility under USAID vetting procedures (50%).
- b. The proposed approach demonstrates a clear, logical, technically sound, and feasible process for preparing and implementing integrated institutional development work plans to deliver a coordinated package of technical assistance and commodity support to the beneficiary organizations (50%).

B. Staffing Plan and Key Personnel Total: 30 points

Sub-Criterion 1: Key Personnel (20 points)

The team of Key Personnel has the appropriate technical and management qualifications as specified in the minimum requirements listed in Section C. Each candidate proposed for a *Key Personnel* position has provided a written commitment to be available according to project requirements.

Sub-Criterion 2: Staffing Plan (10 points)

The proposed staffing plan supports effective implementation of the proposed technical approach and achievement of contract objectives. The plan articulates clear roles and responsibilities, and appropriate skill sets (including language), for personnel with defined lines of management, supervisory authority, and technical responsibility. The plan integrates good gender practices and provides for recruitment of well-qualified local staff. If applicable, the plan clearly and logically addresses how consultants will be used to complement full-time project staff.

C. Management Plan Total: 24 points

The proposed Management Plan will be evaluated according to the overall soundness of the management and administration structures and functions whether undertaken directly by the offeror or through a sub-contractor(s).

Sub-Criterion 1 – (6 points): The proposed Management Plan demonstrates that the offeror has **institutional experience** in successfully managing technical and administrative aspects of complex health sector development projects, achieving measurable and sustainable development results, and working effectively with key stakeholders.

Sub-Criterion 2 – (6 points): The proposed Management Plan describes efficient, logical, and cost-effective structures and provides practical, responsive, and flexible processes to implement **general administrative and management functions** (*human resources management*, including a pro-active approach regarding gender; *administrative and management roles, responsibilities, relationships, and lines of authority* among project offices and staff; *financial management and reporting* ; *procurement and logistics processes* ; and *cost management principles* to maximize the percentage of USAID

resources used for technical assistance and commodity support rather for administrative costs). The approach complies with USAID regulations and supports successful implementation of the contract.

Sub-Criterion 3 – (6 points): The proposed Management Plan describes efficient, logical, and cost-effective structures and provides practical, responsive, and flexible processes to implement the **special administrative and management functions** (*coordination approaches and mechanisms* within the project, with USAID and the health facility construction/renovation contractor(s), and with other key stakeholders; (if applicable to the offeror’s proposed technical approach) systems to ensure *accountability and quality performance by consultants and sub-contractors*; management and administration of a *grants-under-contract mechanism*; management and administration of a *local and international fellowship training program* which complies with USAID regulations and restrictions; development and management of effective procedures which ensure full compliance with all USAID/West Bank & Gaza *anti-terrorism policies and reporting requirements*). The approach complies with USAID regulations and supports successful implementation of the contract.

Sub-Criterion 4 – (6 points): The illustrative Project Management Documents meet the following requirements:

- a. The *Implementation Plan* is well-organized, technically sound, and realistic, providing for rapid mobilization of project activities following contract award. The sequence of activities and interventions is logical and responsive to the technical requirements of the contract.
- b. The *Monitoring and Evaluation Plan* is technically sound and realistic, reflecting measurable improvements in health sector management and health service delivery which can be achieved through the contract. Performance indicators are clearly defined, disaggregated by gender when appropriate, with well-defined targets and benchmarks.

D. Past Performance

Total: 11 points

Performance information will be used for both the responsibility determination and best value decision. USAID may use performance information obtained from other than the sources identified by the offeror. USAID will utilize existing databases of contractor performance information and solicit additional information from the references provided in Section L.8.4 of this RFP and from other sources if and when the Contracting Officer finds the existing databases to be insufficient for evaluating an offeror’s performance.

If the performance information contains negative information on which the offeror has not previously been given an opportunity to comment, USAID will provide the offeror an opportunity to comment on it prior to its consideration in the evaluation, and any offeror comment will be considered with the negative performance information.

USAID will initially determine the relevance of similar performance information as a predictor of probable performance under the subject requirement. USAID may give more weight to performance information that is considered more relevant and/or more current.

Sub-Criterion 1: General Past Performance (9 points) - The contractor performance information determined to be relevant will be evaluated in accordance with the elements below which indicate a successful record of Past Performance in terms of:

- Quality of product or service, including consistency in meeting goals and targets
- Cost control, including forecasting costs as well as accuracy in financial reporting

- Timeliness of performance, including adherence to contract schedules and other time-sensitive project conditions, and effectiveness of home and field office management to make prompt decisions and ensure efficient completion of tasks
- Business relations, addressing the history of professional behavior and overall business-like concern for the interests of the customer, including coordination among subcontractors and developing country partners, cooperative attitude in remedying problems, and timely completion of all administrative requirements
- Customer satisfaction with performance, including end user or beneficiary wherever possible
- Effectiveness of key personnel, including appropriateness of personnel for the job and prompt and satisfactory changes in personnel when problems with clients were identified
- Prime offerors who are not small business concerns will be evaluated on their performance in using small business concerns as subcontractors, joint venturers, and in other teaming arrangements

In cases where (1) an offeror lacks relevant performance history, (2) information in performance is not available, or (3) an offeror is a member of a class of offerors where there is provision not to rate the class against a sub-factor, then the offeror will not be evaluated favorably or unfavorably on performance. The “neutral” rating assigned to any offeror lacking relevant performance history is a score commensurate with the percentage of points received vs. possible points. An exception to this neutral rating provision: the non-small business prime with no history of subcontracting with small business concerns. Prior to assigning a “neutral” past performance rating, the Contracting Officer may take into account a broad range of information related to an offeror’s performance.

Sub-Criterion 2: Past Performance with Small Business Concerns (2 points) - USAID will evaluate the extent the offeror used and promoted small business concerns under current and prior contracts. The evaluation will assess the extent to which small business concerns participated in these contracts relative to the size/value of the contracts, the complexity and variety of the work small business concerns performed, and compliance with the small business subcontracting plan or other similar small business incentive programs set out in the contract(s).

M.3 COST EVALUATION

Evaluation points are not awarded for cost. The review of the cost proposal shall include primarily cost realism, allowability and reasonableness analyses. This will consist of a review of the cost portion of an offeror’s proposal to determine if the overall costs proposed are realistic for the work to be performed, if the costs reflect the offeror’s understanding of the requirements, and if the costs are consistent with the technical proposal. Evaluation of cost proposals will consider but not be limited to the following:

- Cost realism and completeness of cost proposal and supporting documentation.
- Overall cost control evidenced by the proposal (such as avoidance of excessive salaries, excessive home office staff visits, and other costs in excess of reasonable requirements).
- Amount of proposed fee.

M.4 CONTRACTING WITH SMALL BUSINESS CONCERNS AND DISADVANTAGED ENTERPRISES

USAID encourages the participation of small business concerns and disadvantaged enterprises in this project, in accordance with FAR Part 19 (48 CFR Chapter 1), and AIDAR Part 726 (48 CFR Chapter 7). Accordingly, every reasonable effort will be made to identify and make use of such

organizations. All evaluation criteria being found equal, the participation of such organizations may become a determining factor for selection.

[END OF SECTION M]

ATTACHMENT 1 - IDENTIFICATION OF PRINCIPAL GEOGRAPHIC CODE NUMBERS

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

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

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

ATTACHMENT 2 - SUMMARY BUDGET FORMAT

Budget summary breakdown by year and for the 5 year period for () Prime, for () Subcontractor

<i>ITEM</i>	<i>FIVE YEAR PERIOD</i>			<i>TOTAL BUDGET</i>
	<i>COMPONENT 1</i>	<i>COMPONENT 2</i>	<i>COMPONENT 3</i>	
SALARIES AND WAGES				
FRINGE BENEFITS				
ST CONSULTANTS				
TRAVEL, TRANSPORTATION AND PER DIEM				
EQUIPMENT AND SUPPLIES				
SUBCONTRACTS **				
ALLOWANCES				
PROCUREMENT				\$10,350,000*
GUCS				\$1,000,000*
OTHER DIRECT COSTS				
OVERHEAD				
G&A				
MATERIAL OVERHEAD				
TOTAL ESTIMATED COST				
FIXED FEE				
TEC + FIXED FEE				

* This is a plug-figure for the total period of project's life of five years.

** Individual subcontractors should include the same cost element breakdowns in their budgets as applicable.

Budget Line Item Definitions and Illustrations

Salary and Wages: FAR 31.205-6, AIDAR 732.205-46 and AIDAR 752.7007 provides for compensation for personal services. Direct salary and wages should be proposed in accordance with the Offeror's personnel policies and meet the regulatory requirements. For example, costs of long-term and short-term personnel should be broken down by person years, months, days or hours.

Fringe Benefits: FAR 31.205-6 provides for allowances and services provided by the contractor to its employees as compensation in addition to regular wages and salaries. If fringe benefits are provided for as part of a firm's indirect cost rate structure, see FAR 42.700. If not part of an indirect cost rate, a detailed cost breakdown by benefits types should be provided.

ST Consultants: FAR 31.205-33 provides for services rendered by persons who are members of a particular profession or possess a special skill and who are not officers or employees of the contractor. For example, costs of consultants should be broken down by person years, months, days or hours.

Travel, Transportation, and Per Diem: FAR 31.205-46, AIDAR 731.205-46 and AIDAR 752-7032 provide for costs for transportation, lodging, meals and incidental expenses. For example, costs should be broken down by the number of trips, domestic and international, cost per trip, per diem and other related travel costs.

Equipment and Supplies: FAR 2.101 provides for supplies as all property except land or interest in land, FAR 31.205-26 provides for material costs, and FAR 45 prescribes policies and procedures for providing Government property to contractors, contractors' use and management of Government property, and reporting, redistributing, and disposing of contractor inventory. For example, costs should be broken down by types and units, and include an analysis that it is more advantageous to purchase than lease.

Subcontracts: FAR 44.101 provides for any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract. Cost element breakdowns should include the same budget items as the prime as applicable.

Allowances: AIDAR 752.7028 provides for differentials and allowances with further references to Standardized Regulations. For example, allowances should be broken down by specific type and by person, and should be in accordance with Offeror's policies and these regulations.

Procurement: Plug figure provided.

Grants Under Contracts (GUCs): Plug figure provided.

Other Direct Costs: FAR 31.202 and FAR 31.205 provides for the allowability of direct costs and many cost elements. For example, costs should be broken down by types and units.

Overhead, G&A and Material Overhead: FAR 31.203 and FAR 42.700 provides for those remaining costs (indirect) that are to be allocated to intermediate or two or more final cost objectives. For example, the indirect costs and bases as provided for in an Offeror's indirect cost rate agreement with the Government, or if approved rates have not been previously established with the Government, a breakdown of bases, pools, method of determining the rates and description of costs.

Fixed Fee: FAR 15.404-4 provides for establishing the profit or fee portion of the Government pre-negotiation objective, and provides profit-analysis factors for analyzing profit or fee. For example, proposed fee with rationale supported by application of the profit-analysis factors.

**ATTACHMENT 3 - CONTRACTOR/SUBCONTRACTOR PAST EXPERIENCE
INFORMATION**

1. Name of Contracting Entity:
2. Contract/Agreement No.:
3. Contract/Agreement Type:
4. Amount:
5. Name of Key Personnel:
5. Description of Work/Services/Activity:
6. Problems: (If problems encountered on this contract, explain corrective action taken.)
7. Contacts (Name and Telephone #):
8. Contractor:
9. Information Provided in Response to RFP No.:
10. A copy of interim or final Contractor Performance Report that have been finalized/signed by the Cognizant Contracting Officer, if any.

[NOTE: when submitting above information for subcontractors, the actual dollar amount of subcontract must be listed in Block 4 instead of the Total Estimated Cost of the overall contract. In addition, offerors may submit attachments to this past performance table if the spaces provided are inadequate.]

ATTACHMENT 4 - ACRONYMS

AAPD	Acquisition and Assistance Policy Directives
ADS	Automated Directives System
AIDAR	AID Acquisition Regulation
CAS	Cost Accounting Standards
CCN	Cooperative Country National
CFR	Code of Federal Regulations
CLIN	Contract Line Item Number
CO	Contracting Officer
COLA	Cost of Living Allowance
COP	Chief of Party
CPFF	Cost-Plus-Fixed-Fee
CTO	Cognizant Technical Officer
HHA	Health and Humanitarian Assistance Team
DUNS	Data Universal Numbering System
FAC	Federal Acquisition Circular
FAR	Federal Acquisition Regulations
LOE	Level of Effort
M&E	Monitoring and Evaluation
MOH	Palestinian Ministry of Health
NAICS	North American Industry Classification System
NICRA	Negotiated Indirect Cost Rate Agreement
PIV	Personal Identity Verification
PSC	Personal Services Contractor
RFP	Request for Proposal
RSO	Regional Security Officer
SOs	Strategic Objectives
TA	Technical Assistance
TBD	To Be Determined
TCN	Third Country National
TEC	Total Estimated Cost
TIN	Taxpayer Identification Number
USAID	United States Agency for International Development
USG	United States Government

ATTACHMENT 5 – USEFUL LINKS

1. “National Strategic Health Plan – Medium Term Development Plan, 2008 – 2010” published by the Palestinian National Authority, January, 2008 (<http://www.palestine-pmc.com/pdf/6-2-08.pdf>)
2. “Palestinian Family Health Survey, 2006, Preliminary Report,” published in April 2007 by the Palestinian Central Bureau of Statistics (available on-line at http://www.pcbs.gov.ps/Portals/_pcbs/PressRelease/English_Report.pdf)
3. “Health Status in Palestine 2005,” published by the Ministry of Health in October 2006 (available on-line at <http://www.moh.gov.ps/index.asp?deptid=5&pranchid=184&action=details&serial=3661>)
4. Comprehensive Food Security and Vulnerability Assessment (CFSVA) – January 2007 - conducted by the United Nations World Food Program (WFP) and the Food and Agriculture Organization (FAO) (available on-line at http://www.wfp.org/policies/Introduction/other/Documents/pdf/CJFSVA_21_Feb.pdf)