

REQUEST FOR PROPOSALS

TECHNICAL ASSISTANCE FOR THE

CHILDREN'S HOSPITAL PROJECT IN NIGERIA

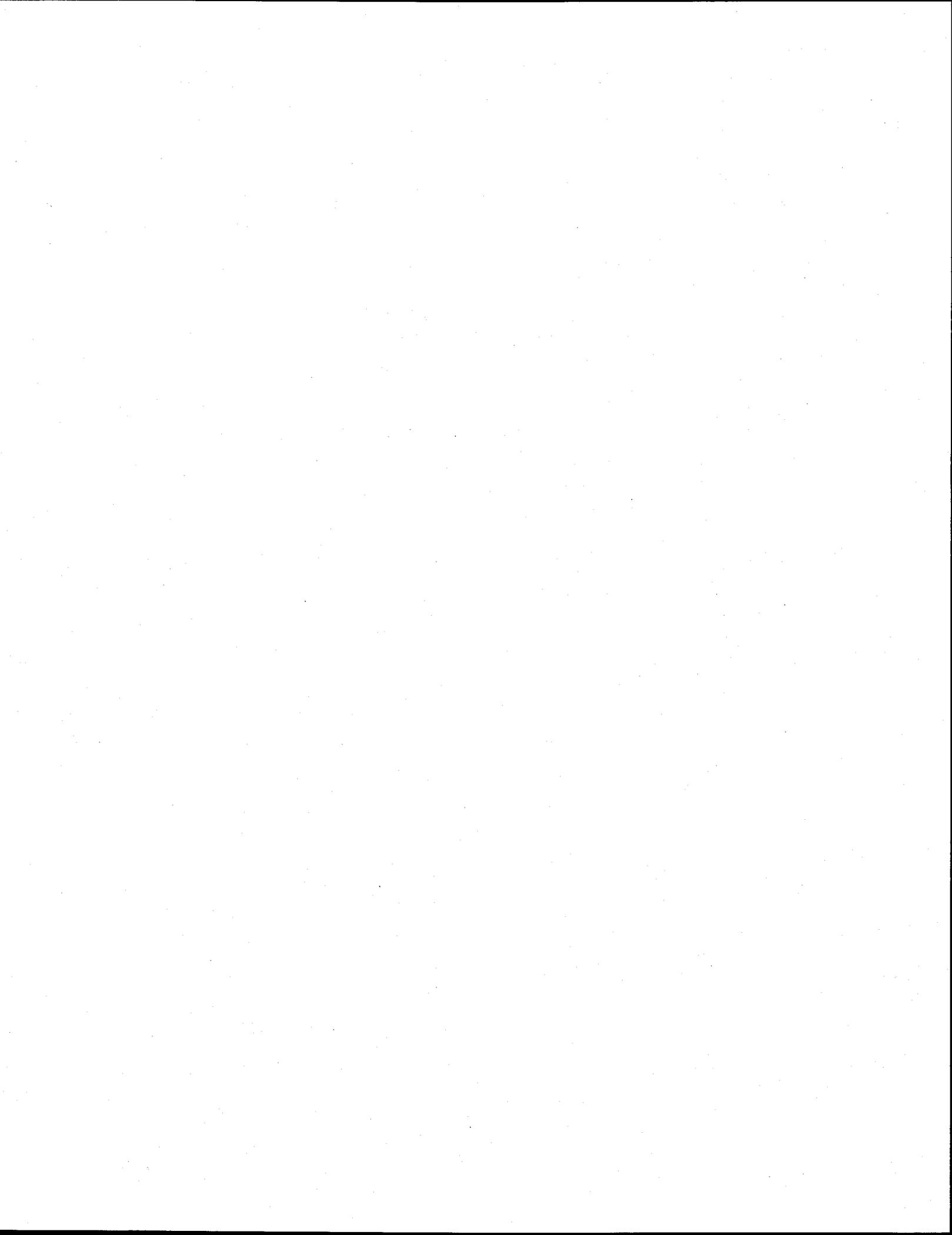
Submission Deadline: **5:00 PM**

LOCAL (LAGOS) TIME

June 1, 2011

Submission Place: Dr. Ikwunga Wonodi
Children's American Medical Center Limited
C&I Leasing Drive
Off Bisola Durosinmi Etti Drive
Off Admiralty Way
Lekki Phase 1
Lagos, Nigeria
Email: iwonodi@childrensamc.com

ELECTRONIC PROPOSALS SHALL BE CLEARLY MARKED AND RECEIVED AT THE ABOVE E-MAIL ADDRESS PRIOR TO THE TIME AND DATE SPECIFIED ABOVE. PROPOSALS RECEIVED AFTER SAID TIME AND DATE WILL NOT BE ACCEPTED OR CONSIDERED.



REQUEST FOR PROPOSALS

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ANNEX 1	FEDBIZOPPS ANNOUNCEMENT
ANNEX 2	BACKGROUND DESK STUDY REPORT
ANNEX 3	USTDA NATIONALITY REQUIREMENTS
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Section 1: INTRODUCTION

The U.S. Trade and Development Agency (USTDA) has provided a grant in the amount of US\$289,000 to the Children's American Medical Center Limited, a private company registered in Lagos, Nigeria (the "Grantee") in accordance with a grant agreement dated July 13, 2010 (the "Grant Agreement"). The grant will fund the cost of goods and services required for technical assistance ("TA") on the proposed Children's Hospital project ("Project") in Nigeria ("Host Country"). The TA will provide CAMC with recommendations regarding equipment, methods, and procedures consistent with industry best practices as CAMC strives to become Nigeria's first internationally accredited pediatric specialist facility. The Grant Agreement is attached at Annex 4 for reference. The Grantee is soliciting technical proposals from qualified U.S. firms to provide expert consulting services to perform the TA.

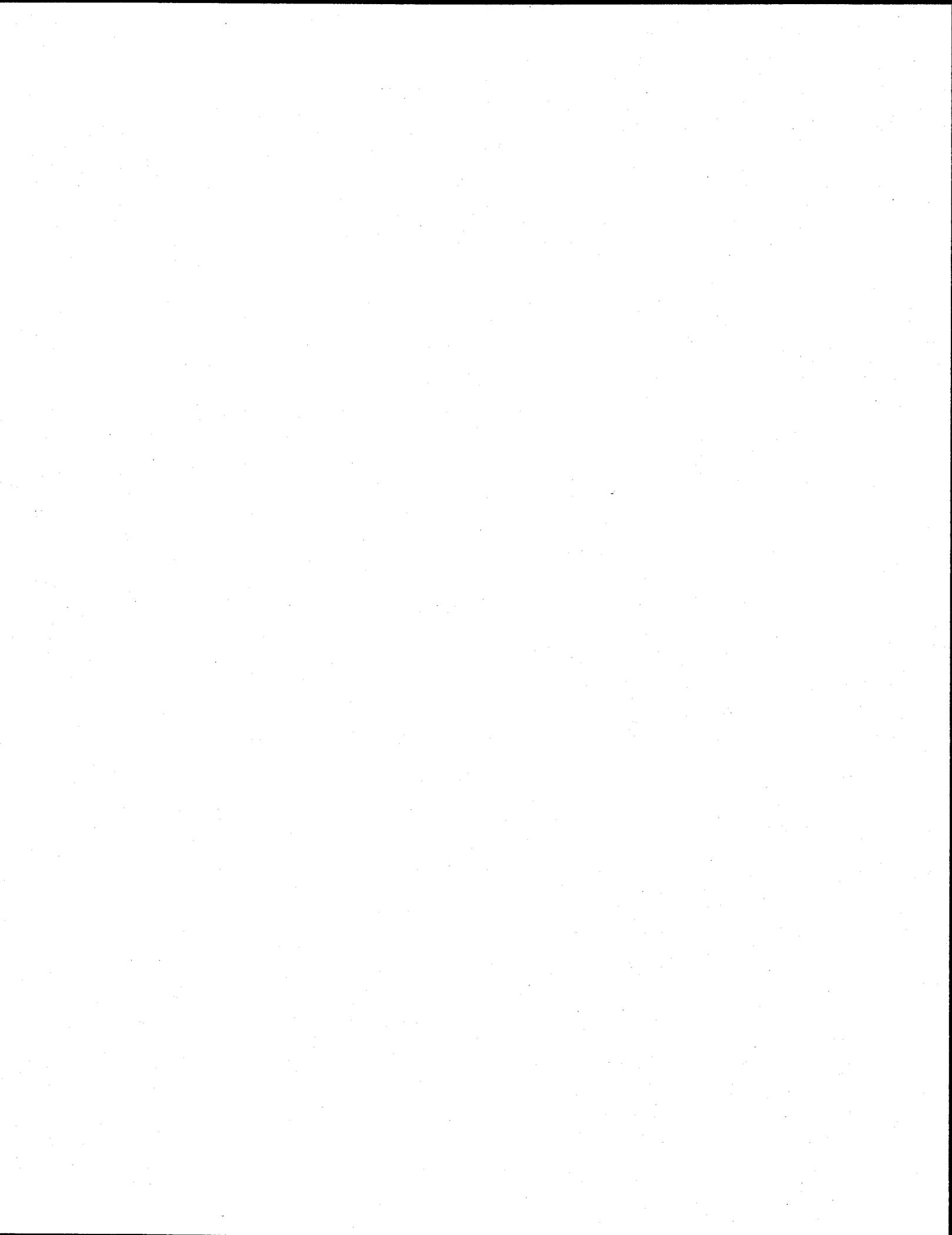
1.1 BACKGROUND SUMMARY

CAMC was established in Nigeria in 2007 by founder and Chief Executive Officer Dr. Ikwunga Wonodi, a Nigerian-American doctor currently practicing psychiatry in the U.S. CAMC's management team is comprised of Dr. Adora Wonodi, a practicing pediatrician who serves as the Chief Medical Director, and Mr. Chukwuemeka Ndu, Managing Director of a Nigerian leasing company, who serves as Chief Financial Director.

The Children's Hospital is envisioned as an 80 bed hospital which would feature a neonatal intensive care unit, biomedical research laboratory, teaching facilities, and a children's health outreach program. In addition to recommending equipment, practices and procedures, the USTDA-funded TA grant will assist CAMC in reaching out to prospective private-sector sponsors in the Lagos area who may be willing to fund the cost of treatment for patients who might not otherwise be able to afford medical care.

1.2 OBJECTIVE

The objective of the USTDA-funded TA is to assist CAMC in planning the hospital's clinical services, facilities and support infrastructure, personnel needs, medical equipment, information technology systems, and telemedicine equipment for remote diagnosis services. Following these consultations, the Contractor will also deliver a series of workshops in Lagos targeting U.S. companies in the health sector, financing entities, Nigerian Federal and Lagos State health officials, prospective donors and sponsors, owners of local private hospitals, and consumer groups. The workshops will serve to bring the project's stakeholders together to supplement the consultations and highlight opportunities for the further involvement of the Contractor, and other U.S. health sector companies in the Nigerian health sector. The Contractor's recommendations shall be consistent with the standards set forth by the Joint Commission for International Accreditation. The Terms of Reference (TOR) for this Feasibility Study are attached as Annex 5.



1.3 PROPOSALS TO BE SUBMITTED

Technical proposals are solicited from interested and qualified U.S. firms. The administrative and technical requirements as detailed throughout the Request for Proposals (RFP) will apply. Specific proposal format and content requirements are detailed in Section 3.

The amount for the contract has been established by a USTDA grant of US\$289,000. **The USTDA grant of US\$289,000 is a fixed amount. Accordingly, COST will not be a factor in the evaluation and therefore, cost proposals should not be submitted.** Upon detailed evaluation of technical proposals, the Grantee shall select one firm for contract negotiations.

1.4 CONTRACT FUNDED BY USTDA

In accordance with the terms and conditions of the Grant Agreement, USTDA has provided a grant in the amount of US\$289,000 to the Grantee. The funding provided under the Grant Agreement shall be used to fund the costs of the contract between the Grantee and the U.S. firm selected by the Grantee to perform the TOR. The contract must include certain USTDA Mandatory Contract Clauses relating to nationality, taxes, payment, reporting, and other matters. The USTDA nationality requirements and the USTDA Mandatory Contract Clauses are attached at Annexes 3 and 4, respectively, for reference.

Section 2: INSTRUCTIONS TO OFFERORS

2.1 PROJECT TITLE

The project is called Children's Hospital.

2.2 DEFINITIONS

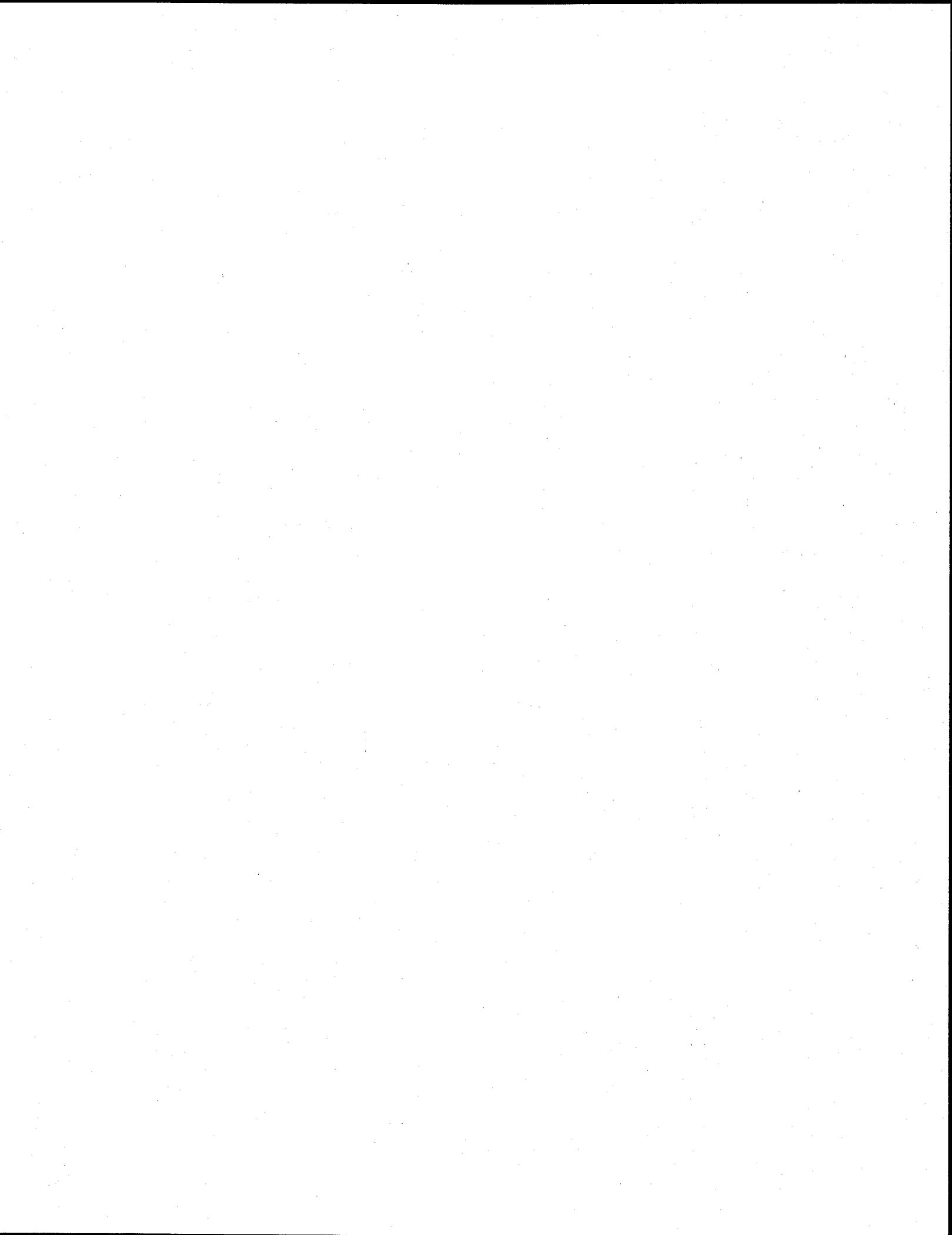
Please note the following definitions of terms as used in this RFP.

The term "Request for Proposals" means this solicitation of a formal technical proposal, including qualifications statement.

The term "Offeror" means the U.S. firm, including any and all subcontractors, which responds to the RFP and submits a formal proposal and which may or may not be successful in being awarded this procurement.

2.3 DESK STUDY REPORT

USTDA sponsored a Desk Study to address technical, financial, sociopolitical, environmental and other aspects of the proposed project. A copy of the report is attached at Annex 2 for background information only. Please note that the TOR referenced in the report are included in this RFP as Annex 5.



2.4 EXAMINATION OF DOCUMENTS

Offerors should carefully examine this RFP. It will be assumed that Offerors have done such inspection and that through examinations, inquiries and investigation they have become familiarized with local conditions and the nature of problems to be solved during the execution of the Feasibility Study.

Offerors shall address all items as specified in this RFP. Failure to adhere to this format may disqualify an Offeror from further consideration.

Submission of a proposal shall constitute evidence that the Offeror has made all the above mentioned examinations and investigations, and is free of any uncertainty with respect to conditions which would affect the execution and completion of the Feasibility Study.

2.5 FUNDING SOURCE

The Feasibility Study will be funded under a grant from USTDA. The total amount of the grant is not to exceed US\$289,000.

2.6 RESPONSIBILITY FOR COSTS

Offeror shall be fully responsible for all costs incurred in the development and submission of the proposal. Neither USTDA nor the Grantee assumes any obligation as a result of the issuance of this RFP, the preparation or submission of a proposal by an Offeror, the evaluation of proposals, final selection or negotiation of a contract.

2.7 TAXES

Offerors should submit proposals that note that in accordance with the USTDA Mandatory Contract Clauses, USTDA grant funds shall not be used to pay any taxes, tariffs, duties, fees or other levies imposed under laws in effect in the Host Country.

2.8 CONFIDENTIALITY

The Grantee will preserve the confidentiality of any business proprietary or confidential information submitted by the Offeror, which is clearly designated as such by the Offeror, to the extent permitted by the laws of the Host Country.

2.9 ECONOMY OF PROPOSALS

Proposal documents should be prepared simply and economically, providing a comprehensive yet concise description of the Offeror's capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.



2.10 OFFEROR CERTIFICATIONS

The Offeror shall certify (a) that its proposal is genuine and is not made in the interest of, or on behalf of, any undisclosed person, firm, or corporation, and is not submitted in conformity with, and agreement of, any undisclosed group, association, organization, or corporation; (b) that it has not directly or indirectly induced or solicited any other Offeror to put in a false proposal; (c) that it has not solicited or induced any other person, firm, or corporation to refrain from submitting a proposal; and (d) that it has not sought by collusion to obtain for itself any advantage over any other Offeror or over the Grantee or USTDA or any employee thereof.

2.11 CONDITIONS REQUIRED FOR PARTICIPATION

Only U.S. firms are eligible to participate in this tender. However, U.S. firms may utilize subcontractors from the Host Country for up to 20 percent of the amount of the USTDA grant for specific services from the TOR identified in the subcontract. USTDA's nationality requirements, including definitions, are detailed in Annex 3.

2.12 LANGUAGE OF PROPOSAL

All proposal documents shall be prepared and submitted in English, and only English.

2.13 PROPOSAL SUBMISSION REQUIREMENTS

The **Cover Letter** in the proposal must be addressed to:

Dr. Ikwunga Wonodi
Children's American Medical Center Limited
C&I Leasing Drive
Off Bisola Durosinmi Etti Drive
Off Admiralty Way
Lekki Phase 1
Lagos, Nigeria

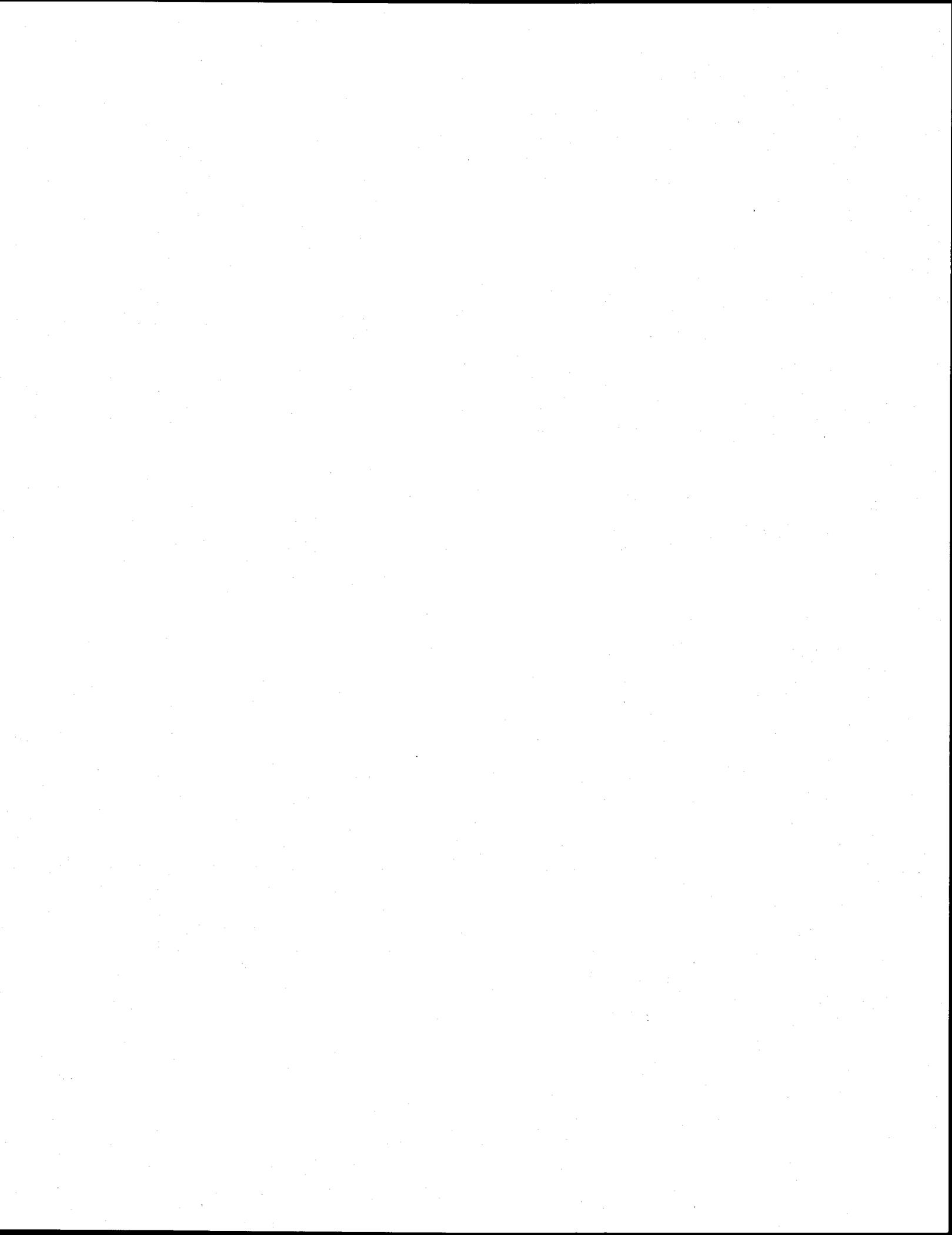
E-mail: iwonodi@childrensamc.com

Phone: +234 1 270 3700 ex. 9

An electronic copy of your proposal must be received at the above e-mail address no later than 5:00pm Local (Lagos) Time, on June 1, 2011.

Proposals must be delivered in electronic form. The Offeror shall be responsible for actual delivery of the proposal to the above e-mail address before the deadline. Any proposal received after the deadline will not be opened or considered. The Grantee will promptly notify any Offeror if its proposal was received late.

Upon timely receipt, all proposals become the property of the Grantee.



2.14 IDENTIFICATION OF PROPOSALS

Proposals shall be submitted as e-mail attachments. The subject line and body of the e-mail shall clearly indicate that proposals are attached. Neither USTDA nor the Grantee will be responsible for premature opening of proposals not properly identified.

2.15 AUTHORIZED SIGNATURE

The proposal must contain the signature of a duly authorized officer or agent of the Offeror empowered with the right to bind the Offeror.

2.16 EFFECTIVE PERIOD OF PROPOSAL

The proposal shall be binding upon the Offeror for SIXTY (60) days after the proposal due date, and Offeror may withdraw or modify this proposal at any time prior to the due date upon written request, signed in the same manner and by the same person who signed the original proposal.

2.17 EXCEPTIONS

All Offerors agree by their response to this RFP announcement to abide by the procedures set forth herein. No exceptions shall be permitted.

2.18 OFFEROR QUALIFICATIONS

As provided in Section 3, Offerors shall submit evidence that they have relevant past experience and have previously delivered advisory, feasibility study and/or other services similar to those required in the TOR, as applicable.

2.19 RIGHT TO REJECT PROPOSALS

The Grantee reserves the right to reject any and all proposals.

2.20 PRIME CONTRACTOR RESPONSIBILITY

Offerors have the option of subcontracting parts of the services they propose. The Offeror's proposal must include a description of any anticipated subcontracting arrangements, including the name, address, and qualifications of any subcontractors. USTDA nationality provisions apply to the use of subcontractors and are set forth in detail in Annex 3. The successful Offeror shall cause appropriate provisions of its contract, including all of the applicable USTDA Mandatory Contract Clauses, to be inserted in any subcontract funded or partially funded by USTDA grant funds.



2.21 AWARD

The Grantee shall make an award resulting from this RFP to the best qualified Offeror, on the basis of the evaluation factors set forth herein. The Grantee reserves the right to reject any and all proposals received and, in all cases, the Grantee will be the judge as to whether a proposal has or has not satisfactorily met the requirements of this RFP.

2.22 COMPLETE SERVICES

The successful Offeror shall be required to (a) provide local transportation, office space and secretarial support required to perform the TOR if such support is not provided by the Grantee; (b) provide and perform all necessary labor, supervision and services; and (c) in accordance with best technical and business practice, and in accordance with the requirements, stipulations, provisions and conditions of this RFP and the resultant contract, execute and complete the TOR to the satisfaction of the Grantee and USTDA.

2.23 INVOICING AND PAYMENT

Deliverables under the contract shall be delivered on a schedule to be agreed upon in a contract with the Grantee. The Contractor may submit invoices to the designated Grantee Project Director in accordance with a schedule to be negotiated and included in the contract. After the Grantee's approval of each invoice, the Grantee will forward the invoice to USTDA. If all of the requirements of USTDA's Mandatory Contract Clauses are met, USTDA shall make its respective disbursement of the grant funds directly to the U.S. firm in the United States. All payments by USTDA under the Grant Agreement will be made in U.S. currency. Detailed provisions with respect to invoicing and disbursement of grant funds are set forth in the USTDA Mandatory Contract Clauses attached in Annex 4.

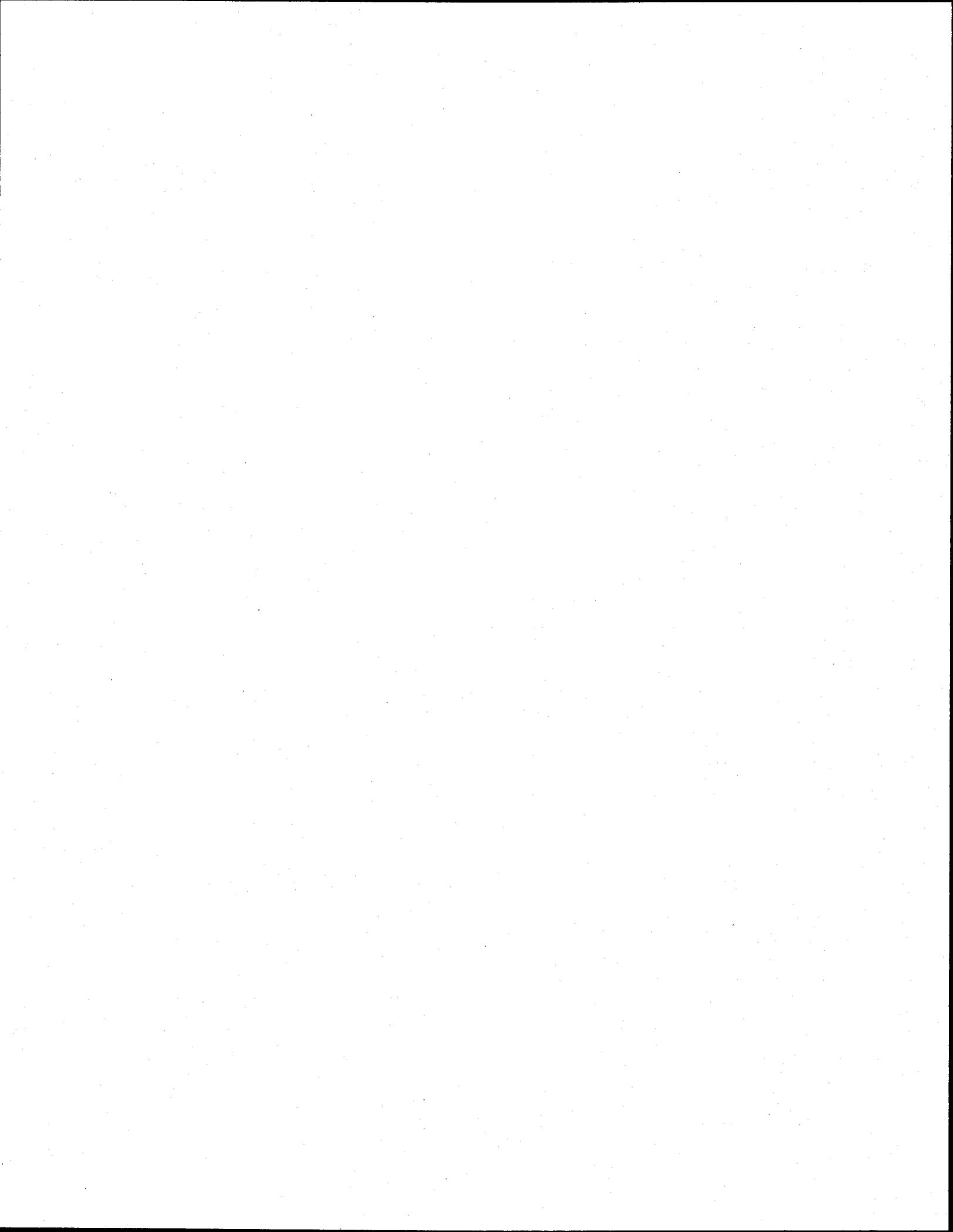
Section 3: PROPOSAL FORMAT AND CONTENT

To expedite proposal review and evaluation, and to assure that each proposal receives the same orderly review, all proposals must follow the format described in this section.

Proposal sections and pages shall be appropriately numbered and the proposal shall include a Table of Contents. Offerors are encouraged to submit concise and clear responses to the RFP. Proposals shall contain all elements of information requested without exception. Instructions regarding the required scope and content are given in this section. The Grantee reserves the right to include any part of the selected proposal in the final contract.

The proposal shall consist of a technical proposal only. A cost proposal is NOT required because the amount for the contract has been established by a USTDA grant of US\$289,000, which is a fixed amount.

Offerors shall submit proposals in electronic format.



Each proposal must include the following:

Transmittal Letter,
Cover/Title Page,
Table of Contents,
Executive Summary,
Company Information,
Organizational Structure, Management Plan, and Key Personnel,
Technical Approach and Work Plan, and
Experience and Qualifications.

Detailed requirements and directions for the preparation of the proposal are presented below.

3.1 EXECUTIVE SUMMARY

An Executive Summary should be prepared describing the major elements of the proposal, including any conclusions, assumptions, and general recommendations the Offeror desires to make. Offerors are requested to make every effort to limit the length of the Executive Summary to no more than five (5) pages.

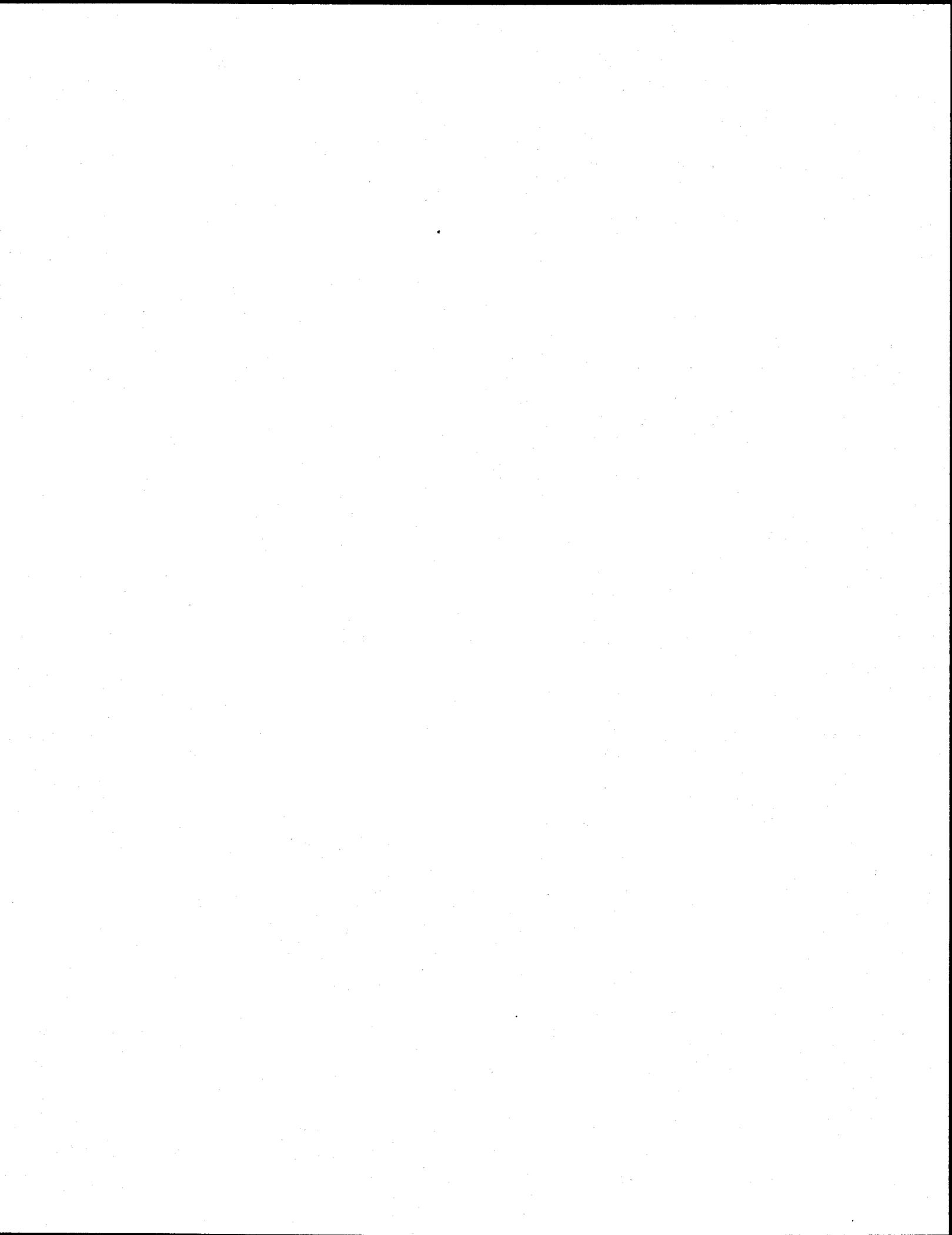
3.2 COMPANY INFORMATION

For convenience, the information required in this Section 3.2 may be submitted in the form attached in Annex 6 hereto.

3.2.1 Company Profile

Provide the information listed below relative to the Offeror's firm. If the Offeror is proposing to subcontract some of the proposed work to another firm(s), the information requested in sections 3.2.5 and 3.2.6 below must be provided for each subcontractor.

1. Name of firm and business address (street address only), including telephone and fax numbers.
2. Year established (include predecessor companies and year(s) established, if appropriate).
3. Type of ownership (e.g. public, private or closely held).
4. If private or closely held company, provide list of shareholders and the percentage of their ownership.
5. List of directors and principal officers (President, Chief Executive Officer, Vice-President(s), Secretary and Treasurer; provide full names including first, middle and last). Please place an asterisk (*) next to the names of those principal officers who will be involved in the Feasibility Study.



6. If Offeror is a subsidiary, indicate if Offeror is a wholly-owned or partially-owned subsidiary. Provide the information requested in items 1 through 5 above for the Offeror's parent(s).
7. Project Manager's name, address, telephone number, e-mail address and fax number.

3.2.2 Offeror's Authorized Negotiator

Provide name, title, address, telephone number, e-mail address and fax number of the Offeror's authorized negotiator. The person cited shall be empowered to make binding commitments for the Offeror and its subcontractors, if any.

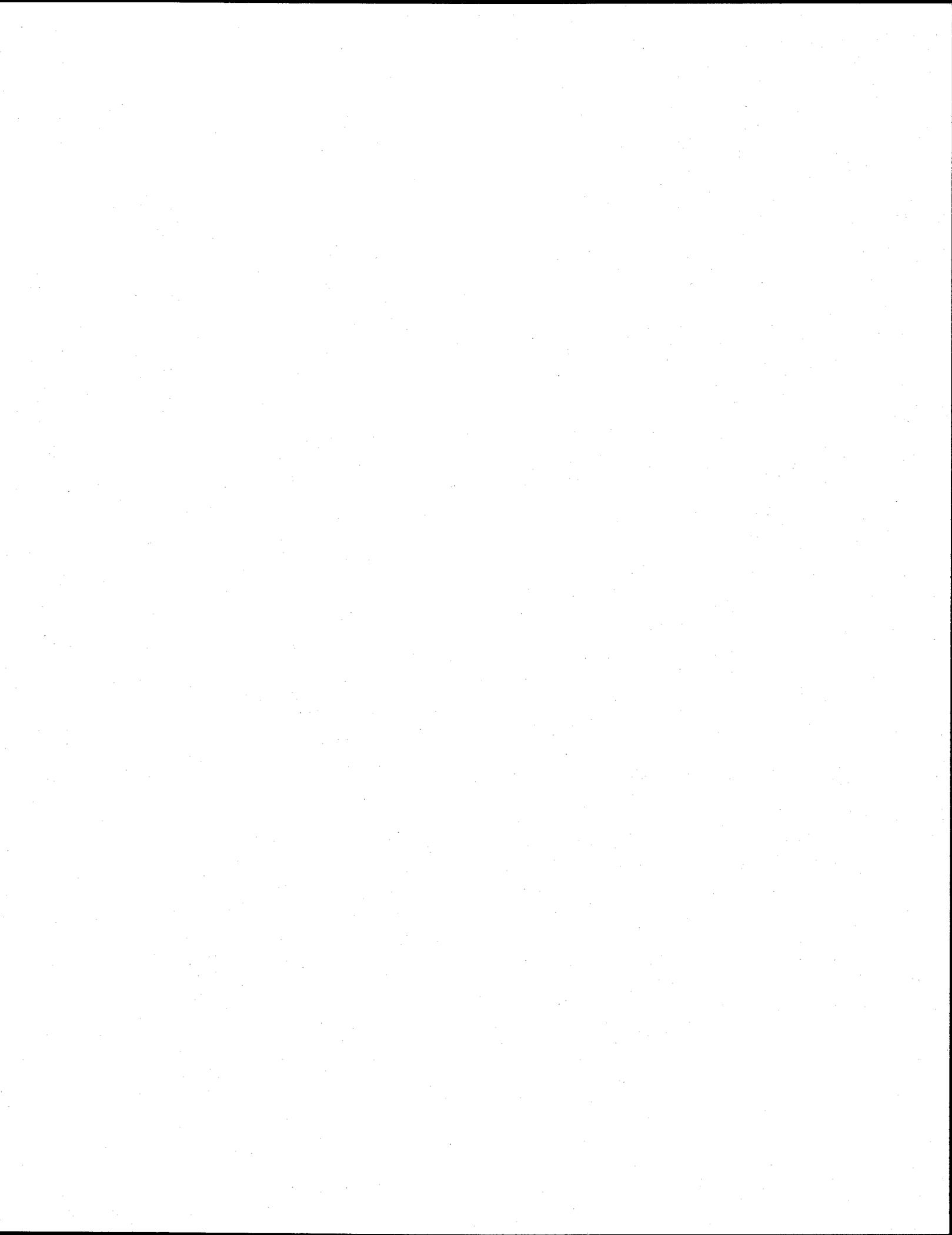
3.2.3 Negotiation Prerequisites

1. Discuss any current or anticipated commitments which may impact the ability of the Offeror or its subcontractors to complete the Feasibility Study as proposed and reflect such impact within the project schedule.
2. Identify any specific information which is needed from the Grantee before commencing contract negotiations.

3.2.4 Offeror's Representations

If any of the following representations cannot be made, or if there are exceptions, the Offeror must provide an explanation.

1. Offeror is a corporation [*insert applicable type of entity if not a corporation*] duly organized, validly existing and in good standing under the laws of the State of _____. The Offeror has all the requisite corporate power and authority to conduct its business as presently conducted, to submit this proposal, and if selected, to execute and deliver a contract to the Grantee for the performance of the Feasibility Study. The Offeror is not debarred, suspended, or to the best of its knowledge or belief, proposed for debarment, or ineligible for the award of contracts by any federal or state governmental agency or authority.
2. The Offeror has included, with this proposal, a certified copy of its Articles of Incorporation, and a certificate of good standing issued within one month of the date of its proposal by the State of _____. The Offeror commits to notify USTDA and the Grantee if they become aware of any change in their status in the state in which they are incorporated. USTDA retains the right to request an updated certificate of good standing.
3. Neither the Offeror nor any of its principal officers have, within the three-year period preceding this RFP, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state or local government contract or subcontract;



violation of federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating federal or state criminal tax laws, or receiving stolen property.

4. Neither the Offeror, nor any of its principal officers, is presently indicted for, or otherwise criminally or civilly charged with, commission of any of the offenses enumerated in paragraph 3 above.
5. There are no federal or state tax liens pending against the assets, property or business of the Offeror. The Offeror, has not, within the three-year period preceding this RFP, been notified of any delinquent federal or state taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied. Taxes are considered delinquent if (a) the tax liability has been fully determined, with no pending administrative or judicial appeals; and (b) a taxpayer has failed to pay the tax liability when full payment is due and required.
6. The Offeror has not commenced a voluntary case or other proceeding seeking liquidation, reorganization or other relief with respect to itself or its debts under any bankruptcy, insolvency or other similar law. The Offeror has not had filed against it an involuntary petition under any bankruptcy, insolvency or similar law.

The selected Offeror shall notify the Grantee and USTDA if any of the representations included in its proposal are no longer true and correct at the time of its entry into a contract with the Grantee.

Signed: _____
(Authorized Representative)

Print Name: _____

Title: _____

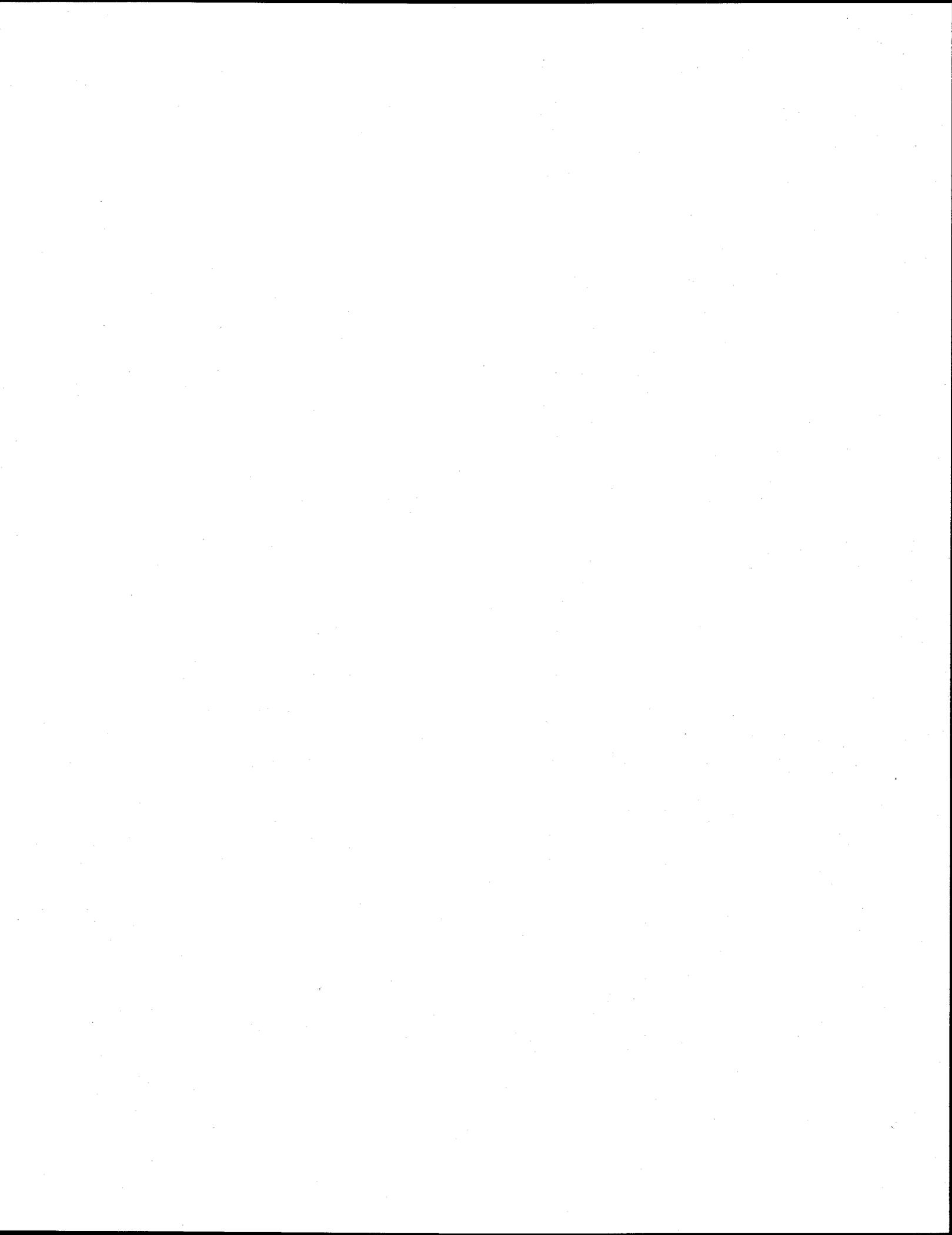
Date: _____

3.2.5 Subcontractor Profile

1. Name of firm and business address (street address only), including telephone and fax numbers.
2. Year established (include predecessor companies and year(s) established, if appropriate).

3.2.6 Subcontractor's Representations

If any of the following representations cannot be made, or if there are exceptions, the Subcontractor must provide an explanation.



1. Subcontractor is a corporation [*insert applicable type of entity if not a corporation*] duly organized, validly existing and in good standing under the laws of the State of _____. The subcontractor has all the requisite corporate power and authority to conduct its business as presently conducted, to participate in this proposal, and if the Offeror is selected, to execute and deliver a subcontract to the Offeror for the performance of the Feasibility Study and to perform the Feasibility Study. The subcontractor is not debarred, suspended, or to the best of its knowledge or belief, proposed for debarment or ineligible for the award of contracts by any federal or state governmental agency or authority.
2. Neither the subcontractor nor any of its principal officers have, within the three-year period preceding this RFP, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state or local government contract or subcontract; violation of federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating federal or state criminal tax laws, or receiving stolen property.
3. Neither the subcontractor, nor any of its principal officers, is presently indicted for, or otherwise criminally or civilly charged with, commission of any of the offenses enumerated in paragraph 2 above.
4. There are no federal or state tax liens pending against the assets, property or business of the subcontractor. The subcontractor, has not, within the three-year period preceding this RFP, been notified of any delinquent federal or state taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied. Taxes are considered delinquent if (a) the tax liability has been fully determined, with no pending administrative or judicial appeals; and (b) a taxpayer has failed to pay the tax liability when full payment is due and required.
5. The subcontractor has not commenced a voluntary case or other proceeding seeking liquidation, reorganization or other relief with respect to itself or its debts under any bankruptcy, insolvency or other similar law. The subcontractor has not had filed against it an involuntary petition under any bankruptcy, insolvency or similar law.

The selected subcontractor shall notify the Offeror, Grantee and USTDA if any of the representations included in this proposal are no longer true and correct at the time of the Offeror's entry into a contract with the Grantee.

Signed: _____
(Authorized Representative)

Print Name: _____

Title: _____



Date: _____

3.3 ORGANIZATIONAL STRUCTURE, MANAGEMENT, AND KEY PERSONNEL

Describe the Offeror's proposed project organizational structure. Discuss how the project will be managed including the principal and key staff assignments for this Feasibility Study. Identify the Project Manager who will be the individual responsible for this project. The Project Manager shall have the responsibility and authority to act on behalf of the Offeror in all matters related to the Feasibility Study.

Provide a listing of personnel (including subcontractors) to be engaged in the project, including both U.S. and local subcontractors, with the following information for key staff: position in the project; pertinent experience, curriculum vitae; other relevant information. If subcontractors are to be used, the Offeror shall describe the organizational relationship, if any, between the Offeror and the subcontractor.

A manpower schedule and the level of effort for the project period, by activities and tasks, as detailed under the Technical Approach and Work Plan shall be submitted. A statement confirming the availability of the proposed project manager and key staff over the duration of the project must be included in the proposal.

3.4 TECHNICAL APPROACH AND WORK PLAN

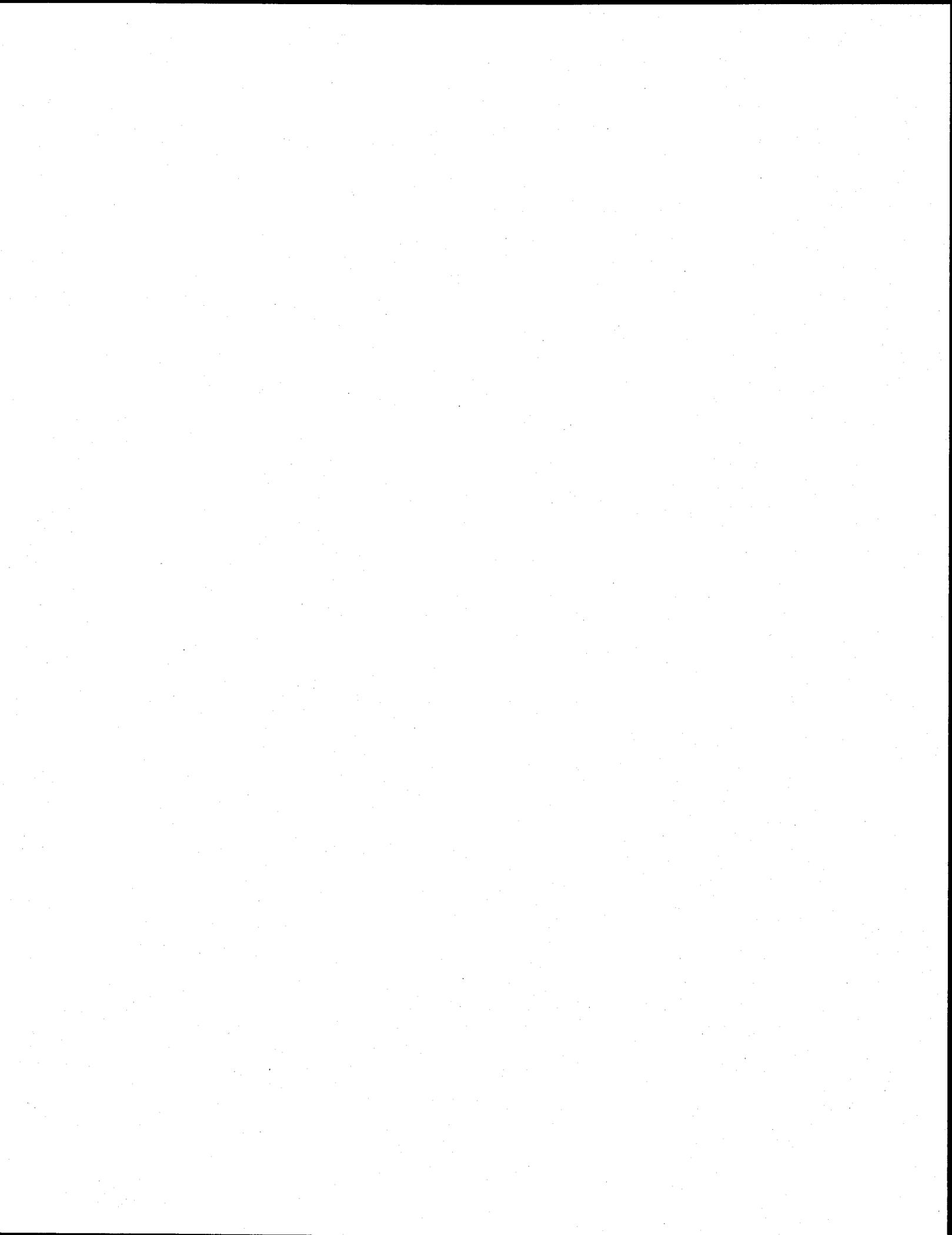
Describe in detail the proposed Technical Approach and Work Plan (the "Work Plan"). Discuss the Offeror's methodology for completing the project requirements. Include a brief narrative of the Offeror's methodology for completing the tasks within each activity series. Begin with the information gathering phase and continue through delivery and approval of all required reports.

Prepare a detailed schedule of performance that describes all activities and tasks within the Work Plan, including periodic reporting or review points, incremental delivery dates, and other project milestones.

Based on the Work Plan, and previous project experience, describe any support that the Offeror will require from the Grantee. Detail the amount of staff time required by the Grantee or other participating agencies and any work space or facilities needed to complete the Feasibility Study.

3.5 EXPERIENCE AND QUALIFICATIONS

Provide a discussion of the Offeror's experience and qualifications that are relevant to the objectives and TOR for the Feasibility Study. If a subcontractor(s) is being used, similar information must be provided for the prime and each subcontractor firm proposed for the project. The Offeror shall provide information with respect to relevant experience and qualifications of key staff proposed. The Offeror shall include letters of commitment from the individuals proposed confirming their availability for contract performance.



As many as possible but not more than six (6) relevant and verifiable project references must be provided for each of the Offeror and any subcontractor, including the following information:

- Project name,
- Name and address of client (indicate if joint venture),
- Client contact person (name/ position/ current phone and fax numbers),
- Period of Contract,
- Description of services provided,
- Dollar amount of Contract, and
- Status and comments.

Offerors are strongly encouraged to include in their experience summary primarily those projects that are similar to or larger in scope than the Feasibility Study as described in this RFP.

Section 4: AWARD CRITERIA

Individual proposals will be initially evaluated by a Procurement Selection Committee of representatives from the Grantee. The Committee will then conduct a final evaluation and completion of ranking of qualified Offerors. The Grantee will notify USTDA of the best qualified Offeror, and upon receipt of USTDA's no-objection letter, the Grantee shall promptly notify all Offerors of the award and negotiate a contract with the best qualified Offeror. If a satisfactory contract cannot be negotiated with the best qualified Offeror, negotiations will be formally terminated. Negotiations may then be undertaken with the second most qualified Offeror and so forth.

The selection of the Contractor will be based on the following criteria:

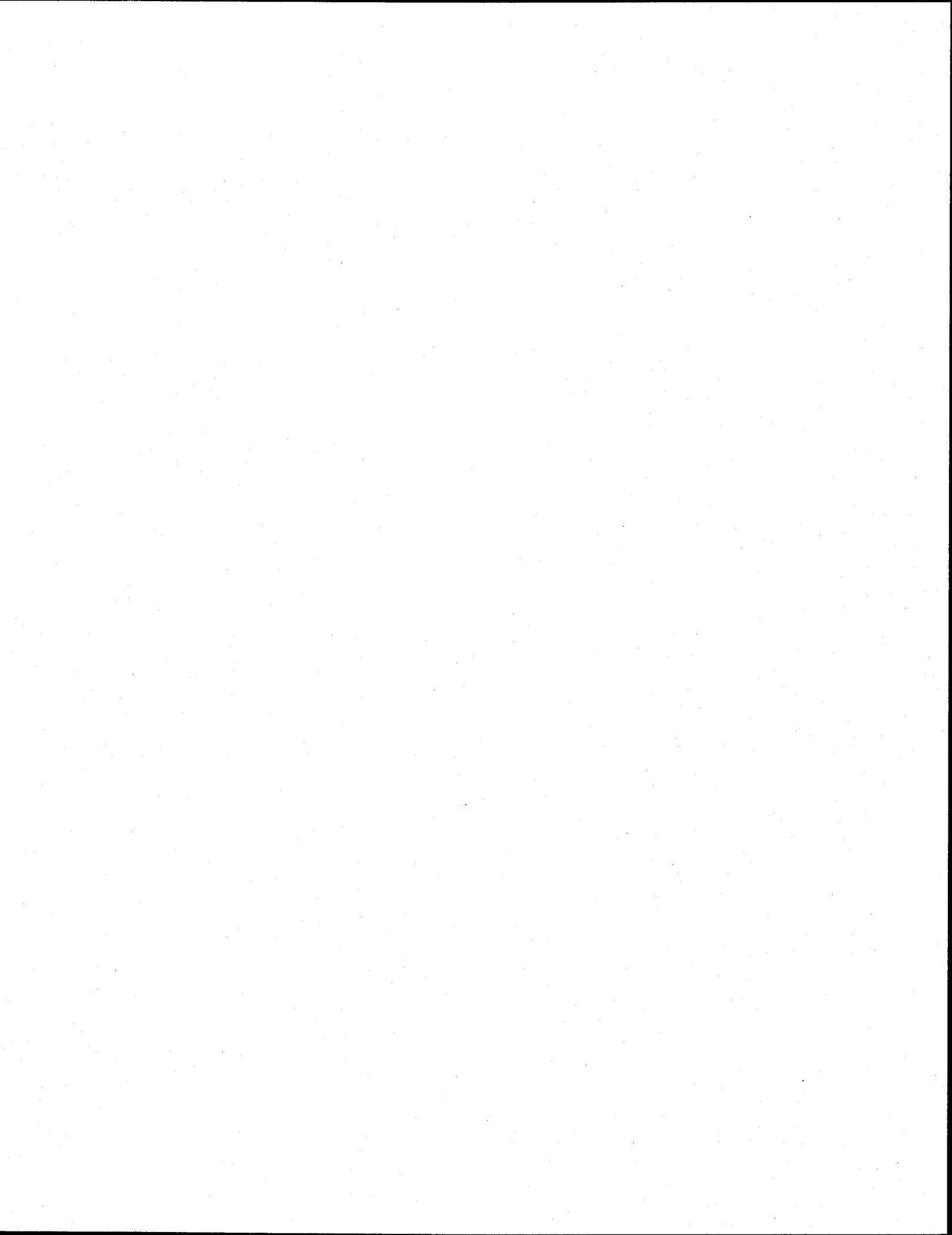
(1) Contractor's Expertise and Relevant Experience (25 Points)

Contractor's demonstrated professional experience in the health sector with specific reference to planning and design of health care facilities, knowledge of Joint Commission International (JCI) standards, knowledge of medical equipment and devices, and experience in securing financial support for health care institutions.

(2) Contractor's Work Plan and Approach (20 Points)

Contractor's proposed work plan and approach to the planning, organization, and implementation of the TA and in particular how the Contractor would apply its competencies to evaluating and recommending equipment, methods, and procedures consistent with industry best practices. Demonstration and understanding of and responsiveness to program objectives and soundness of approach; Overall innovative nature of proposed activities and approach to measure, monitor, and evaluate performance and impact; Soundness of approach and methodology; Connections to qualified U.S. sources of supply in the health sector

(3) Availability of Qualified Personnel (25 Points)



Demonstrated qualifications and abilities of each of Contractor's proposed key personnel in terms of the requirements of this Contract and specific roles and responsibilities. Effective management, use and deployment of technical resources; the Contractor should provide (a) detailed resumes; (b) examples of relevant work in health sector projects, including a succinct statement indicating how these activities are directly relevant to the TA; and (c) not less than two letters of professional references from individuals who have direct and specific knowledge of the Contractor's relevant experience and the information required in the following Questionnaire:

Relevant Experience Questionnaire

Instructions: For each contract provided, respondents will complete the following worksheet.

Company Name: _____

Agency/Customer Name: _____

Point of Contact: _____

Referenced Contract/Project Name: _____

Reference Contract/Project No.: _____

Contract Type:	
Contract Start Date:	
Original Completion Date:	
Estimated/Actual Completion Date:	
Explanation of Delay, if applicable:	
Brief Contract Description (size and scope): (Use additional pages as required)	
Contact Information:	Name/Title: Phone Number: Email:
Contract Value:	

(4) Past Performance (20 Points)

The quality of the Contractor's past performance will be used to assess the credibility of the Contractor's proposal for performance of the work specified in this solicitation. In evaluating a Contractor's past performance, it will be relevant whether the Contractor has consistently provided customers and clients with quality services on time and has demonstrated success in achieving results in the areas described in the program description.

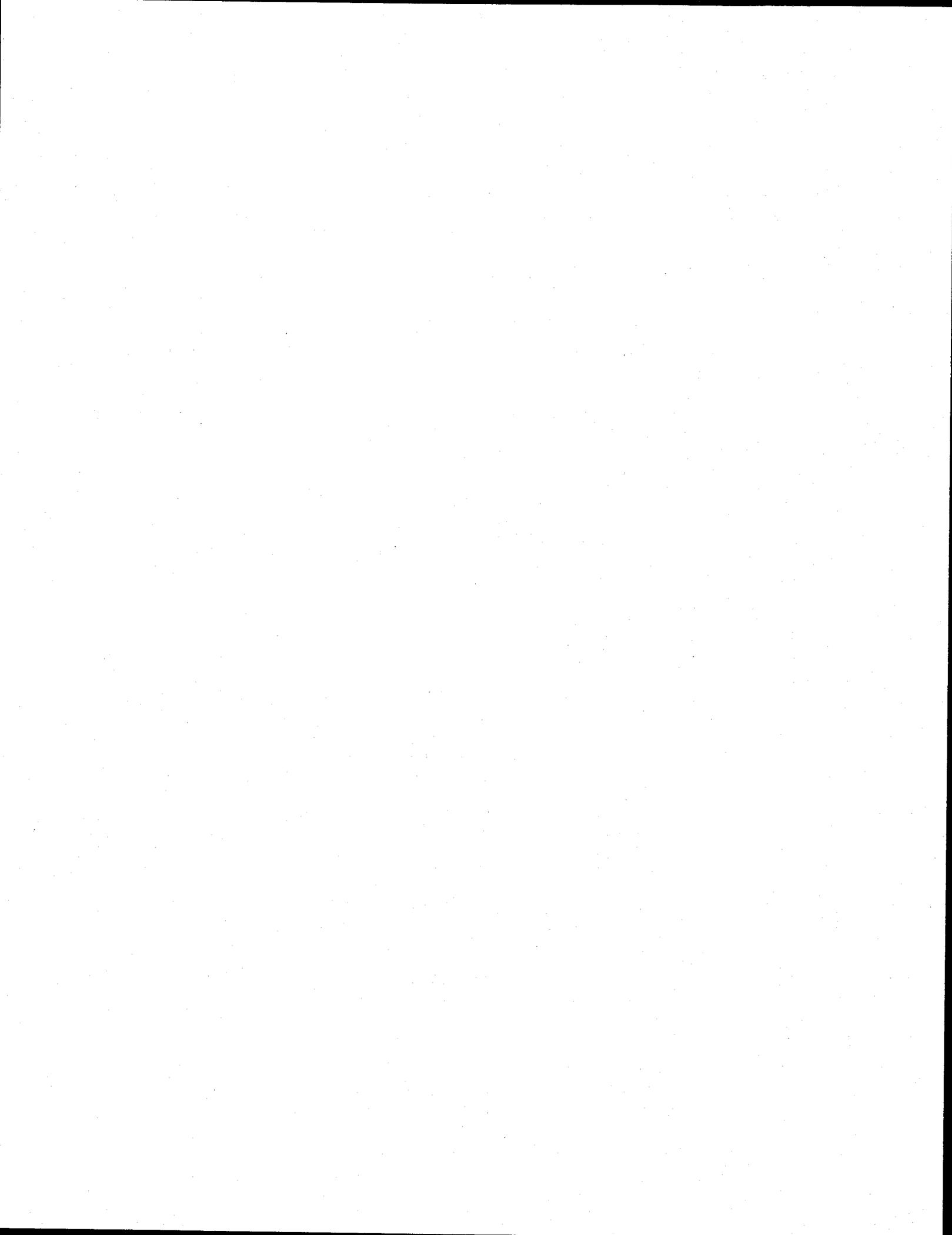


(5) Knowledge of Nigeria and sub-Saharan Africa (10 Points)

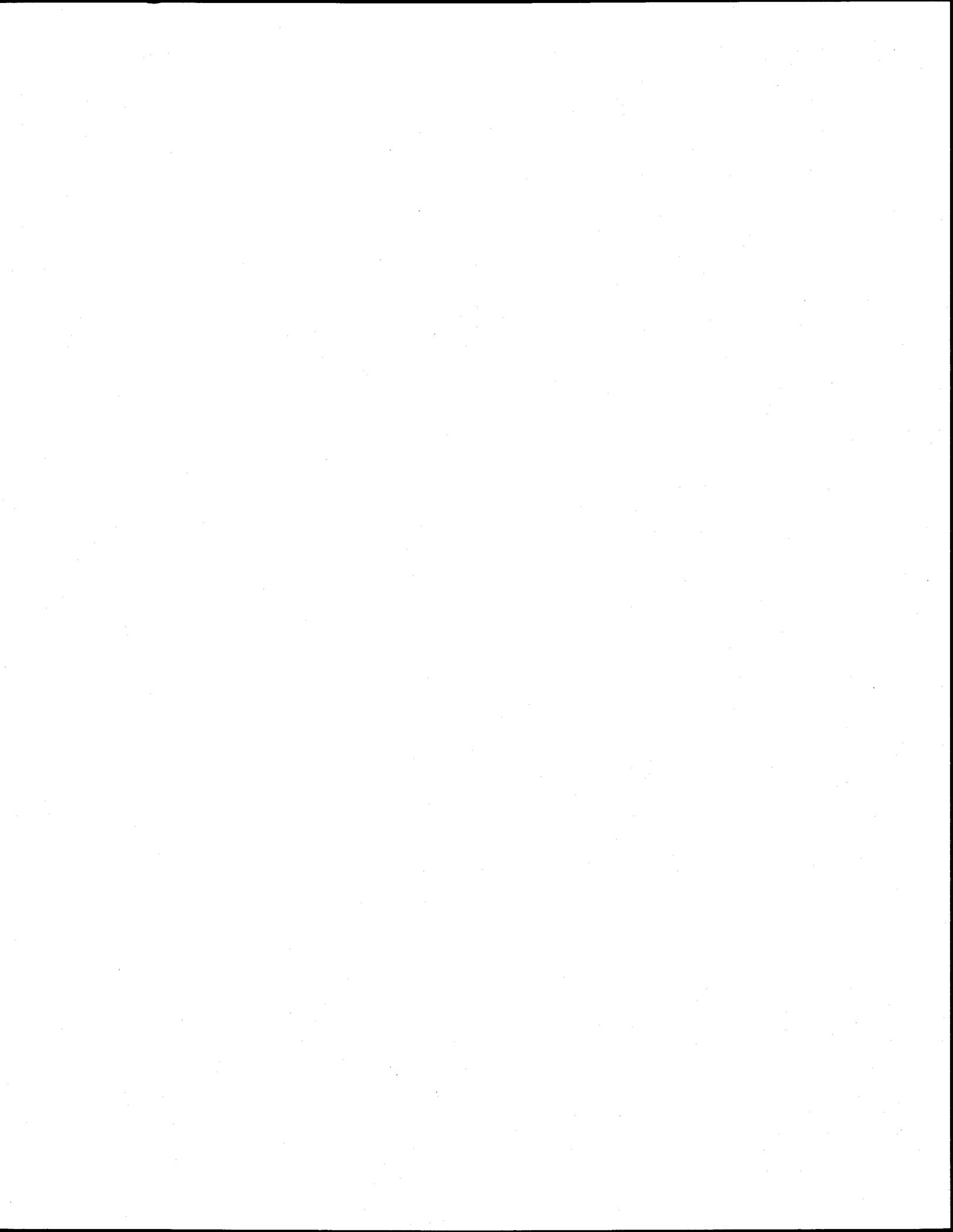
Contractor's experience in, and knowledge, of Nigeria and sub-Saharan Africa and its specific relevance to the work that will be required under this Contract.

Proposals that do not include all requested information may be considered non-responsive.

Price will not be a factor in contractor selection.



ANNEX 1



Dr. Ikwunga Wonodi
Children's American Medical Center Limited
C&I Leasing Drive
Off Bisola Durosinmi Etti Drive
Off Admiralty Way
Lekki Phase 1
Lagos, Nigeria

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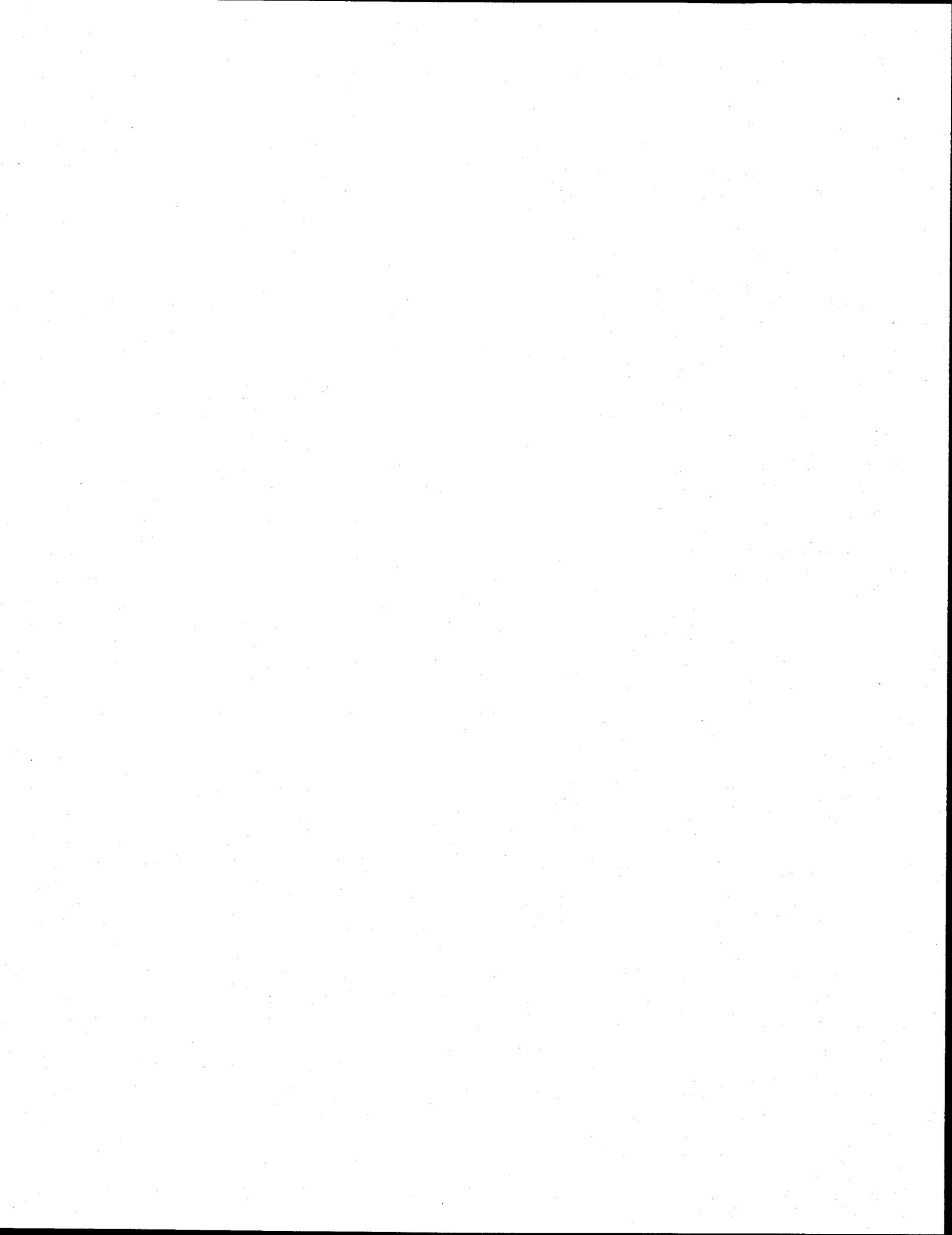
2010-11020A Children's Hospital

POC: Nina Patel, USTDA, 1000 Wilson Boulevard, Suite 1600, Arlington, VA 22209-3901, Tel: (703) 875-4357, Fax: (703) 875-4009. Children's Hospital. The Grantee invites submission of qualifications and proposal data (collectively referred to as the "Proposal") from interested U.S. firms that are qualified on the basis of experience and capability to perform technical assistance ("TA") on the proposed Children's Hospital project ("Project") in Nigeria ("Host Country"). The TA will provide CAMC with recommendations regarding equipment, methods, and procedures consistent with industry best practices as CAMC strives to become Nigeria's first internationally accredited pediatric specialist facility.

CAMC was established in Nigeria in 2007 by founder and Chief Executive Officer Dr. Ikwunga Wonodi, a Nigerian-American doctor currently practicing psychiatry in the U.S. CAMC's board of directors is comprised of Sir Patrick Sule Ugboma, Director of a Nigerian insurance company, who serves as Chairman of the Board, Dr. Adora Okogbule-Wonodi, a practicing pediatrician who serves as the Chief Medical Director, and Mr. Chukwuemeka Ndu, Managing Director of a Nigerian leasing company, who serves as Chief Financial Director.

The Children's Hospital is envisioned as an 80 bed hospital which would feature a neonatal intensive care unit, biomedical research laboratory, teaching facilities, and a children's health outreach program. In addition to recommending equipment, practices and procedures, the USTDA-funded TA grant will assist CAMC in reaching out to prospective private-sector sponsors in the Lagos area who may be willing to fund the cost of treatment for patients who might not otherwise be able to afford medical care.

The objective of the USTDA-funded TA is to assist CAMC in planning the hospital's clinical services, facilities and support infrastructure, personnel needs, medical equipment, information technology systems, and telemedicine equipment for remote diagnosis services. Following these consultations, the Contractor will also deliver a series of workshops in Lagos targeting U.S. companies in the health sector, financing entities, Nigerian Federal and Lagos State health officials, prospective donors and sponsors, owners of local private hospitals, and consumer groups. The workshops will serve to bring the project's stakeholders together to supplement the consultations and



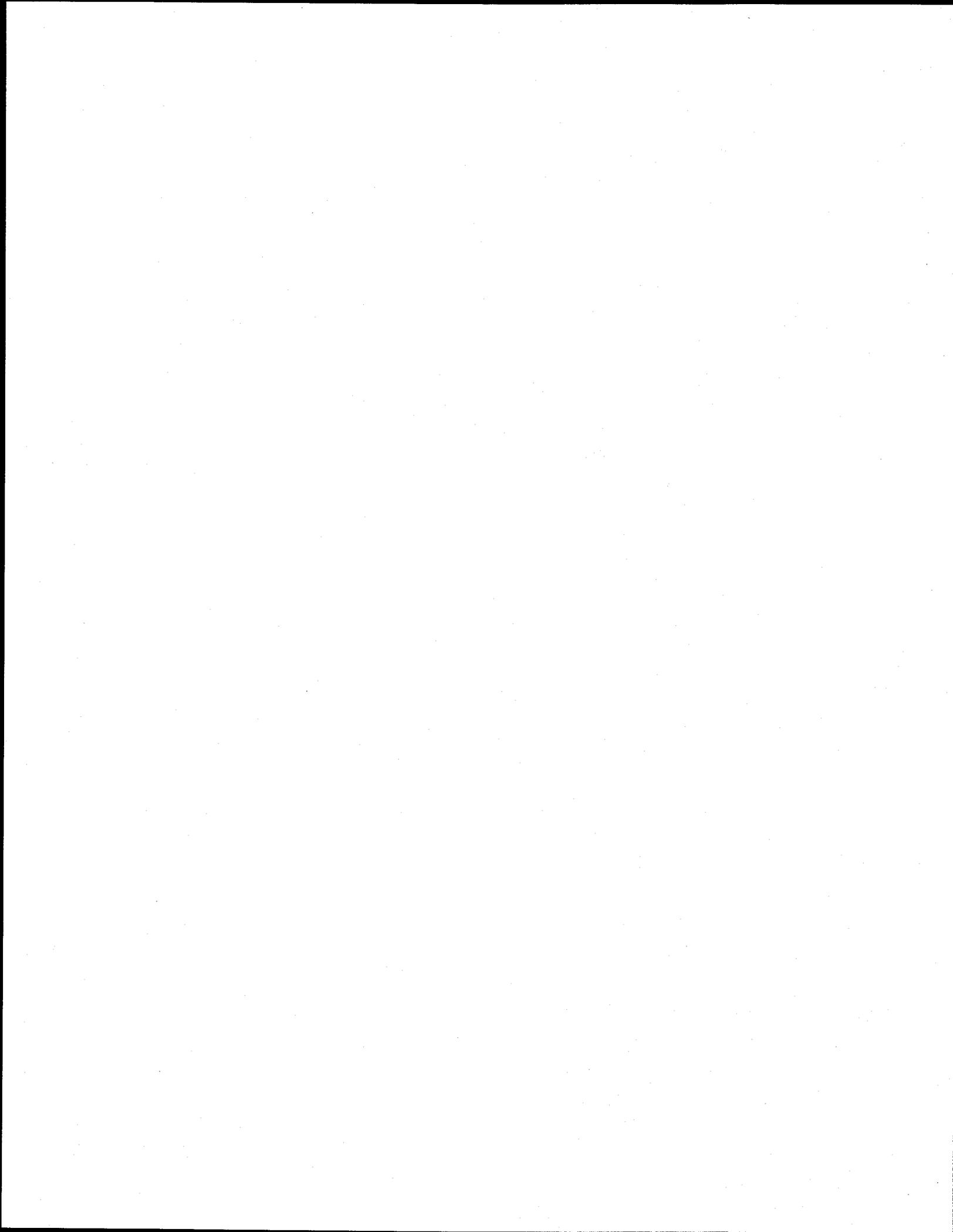
highlight opportunities for the further involvement of the Contractor, and other U.S. health sector companies in the Nigerian health sector. The Contractor's recommendations shall be consistent with the standards set forth by the Joint Commission for International Accreditation.

The U.S. firm selected will be paid in U.S. dollars from a \$289,000 grant to the Grantee from the U.S. Trade and Development Agency (USTDA).

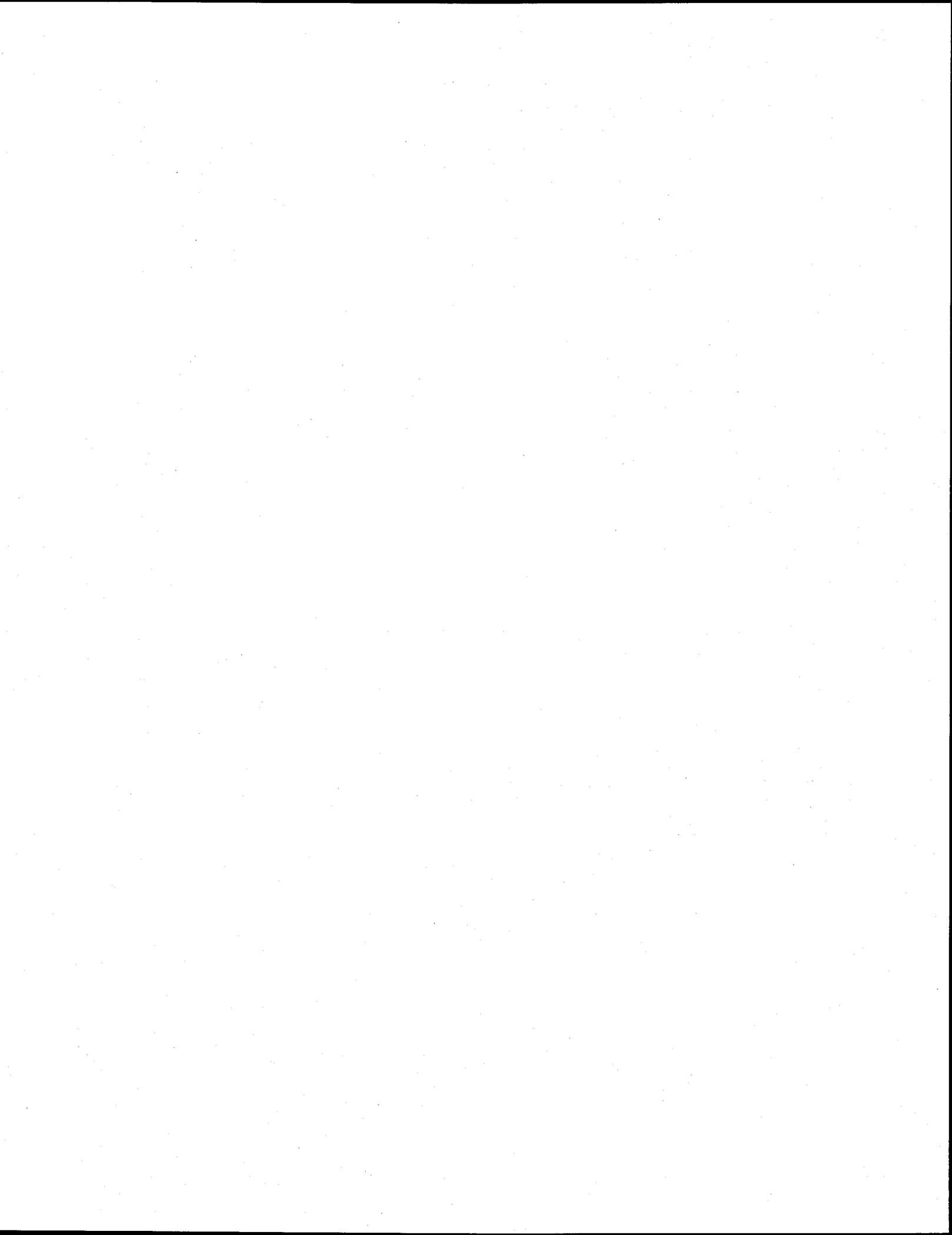
A detailed Request for Proposals (RFP), which includes requirements for the Proposal, the Terms of Reference, and a background definitional mission/desk study report are available from USTDA, at 1000 Wilson Boulevard, Suite 1600, Arlington, VA 22209-3901. To request the RFP in PDF format, please go to: <https://www.ustda.gov/businessopps/rfpform.asp>. Requests for a mailed hardcopy version of the RFP may also be faxed to the IRC, USTDA at 703-875-4009. In the fax, please include your firm's name, contact person, address, and telephone number. Some firms have found that RFP materials sent by U.S. mail do not reach them in time for preparation of an adequate response. Firms that want USTDA to use an overnight delivery service should include the name of the delivery service and your firm's account number in the request for the RFP. Firms that want to send a courier to USTDA to retrieve the RFP should allow one hour after faxing the request to USTDA before scheduling a pick-up. Please note that no telephone requests for the RFP will be honored. Please check your internal fax verification receipt. Because of the large number of RFP requests, USTDA cannot respond to requests for fax verification. Requests for RFPs received before 4:00 PM will be mailed the same day. Requests received after 4:00 PM will be mailed the following day. Please check with your courier and/or mail room before calling USTDA.

Only U.S. firms and individuals may bid on this USTDA financed activity. Interested firms, their subcontractors and employees of all participants must qualify under USTDA's nationality requirements as of the due date for submission of qualifications and proposals and, if selected to carry out the USTDA-financed activity, must continue to meet such requirements throughout the duration of the USTDA-financed activity. All goods and services to be provided by the selected firm shall have their nationality, source and origin in the U.S. or host country. The U.S. firm may use subcontractors from the host country for up to 20 percent of the USTDA grant amount. Details of USTDA's nationality requirements and mandatory contract clauses are also included in the RFP.

Interested U.S. firms should submit an electronic copy of their Proposal in English directly to the Grantee by 5:00pm Local (Lagos) Time, on June 1, 2011 at the above e-mail address. Evaluation criteria for the Proposal are included in the RFP. Price will not be a factor in contractor selection, and therefore, cost proposals should NOT be submitted. The Grantee reserves the right to reject any and/or all Proposals. The Grantee also reserves the right to contract with the selected firm for subsequent work related to the project. The Grantee is not bound to pay for any costs associated with the preparation and submission of Proposals.



ANNEX 2



EXECUTIVE SUMMARY

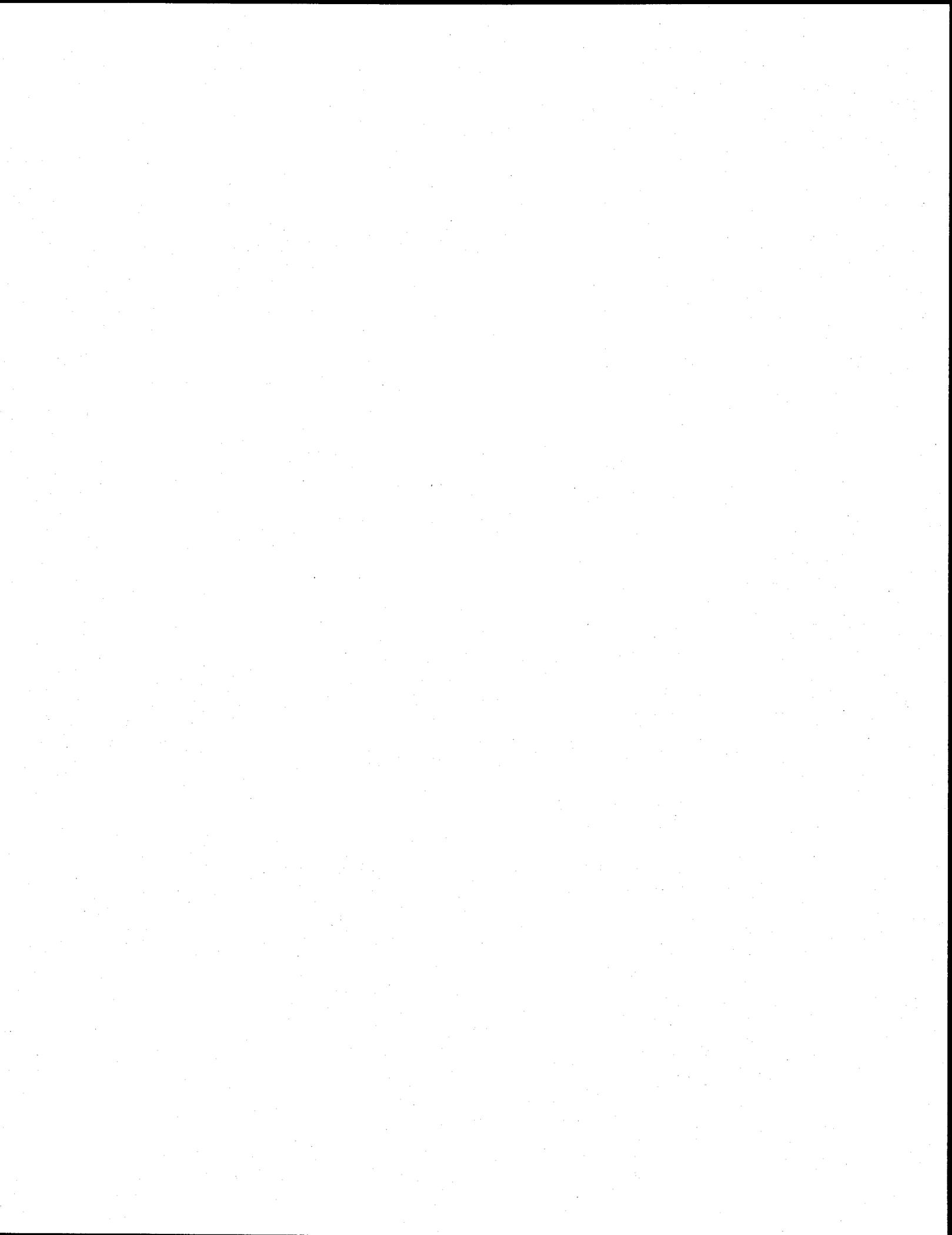
In February 2009, OMMA Healthcare, LLC was asked by the U.S. Trade and Development Agency (USTDA) to evaluate a funding proposal to provide technical assistance to Children's American Medical Center (CAMC) of Lagos, Nigeria. The assessment was intended to evaluate the degree to which the proposed CAMC constituted a potentially viable project in terms of USTDA funding criteria, and to develop an appropriate Terms of Reference (TOR) and budget for the proposed project.

A. Project Overview. The specific projects reviewed in this Desk Study are summarized below:

1. The *Children's American Medical Center (CAMC)* is proposed during start-up as a 40-bed facility in Lagos, Nigeria, with eventual expansion to at least 80-beds. The stated intent of its founders, a group of Nigerian physicians currently practicing in the U.S., is to implement a facility which will meet international healthcare standards, as well serve as a core teaching/training facility for Nigerian physicians and healthcare professionals.
2. *CAMC Hospital Standards Assessment Technical Assistance (TA)* will establish medical standards at CAMC. The TA will make recommendations regarding methods, procedures, and equipment CAMC must implement to meet international healthcare standards for the first modern pediatric facility in Nigeria.

B. Key Desk Study Findings

1. **Market Demand.** By all measurements, Nigeria clearly has a need for high standard healthcare. The basic issue facing this project is whether there a sufficient market segment of the population, particularly in the Lagos region, able to pay for private pediatric care of the standard being proposed. One positive indicator is that approximately 25% of the 3.9 million households in Lagos qualifies as being high income by Nigerian standards and able to afford private healthcare. Also, while several other hospitals offer a variety of healthcare services in the region, CAMC will be the only high Standard pediatric facility in the market area. In addition, it is the Reviewer's understanding that CAMC intends to offer a private medical insurance program which has the potential of significantly increasing its market share of reasonably affluent families.
2. **Financial Viability.** The most critical concern the Reviewer has about the proposal is that the project start-up financing is very marginal. The proposed CAMC in most all important aspects should be considered what international finance organizations term a "green pasture project." It is a completely new start-up venture, does not have a fully developed market clientele, is fairly capital intensive, and likely will have only marginal financing and cash flow early in its initiation. These risk factors notwithstanding, the project has several strong points: (a) The Grantee has committed to a significant equity

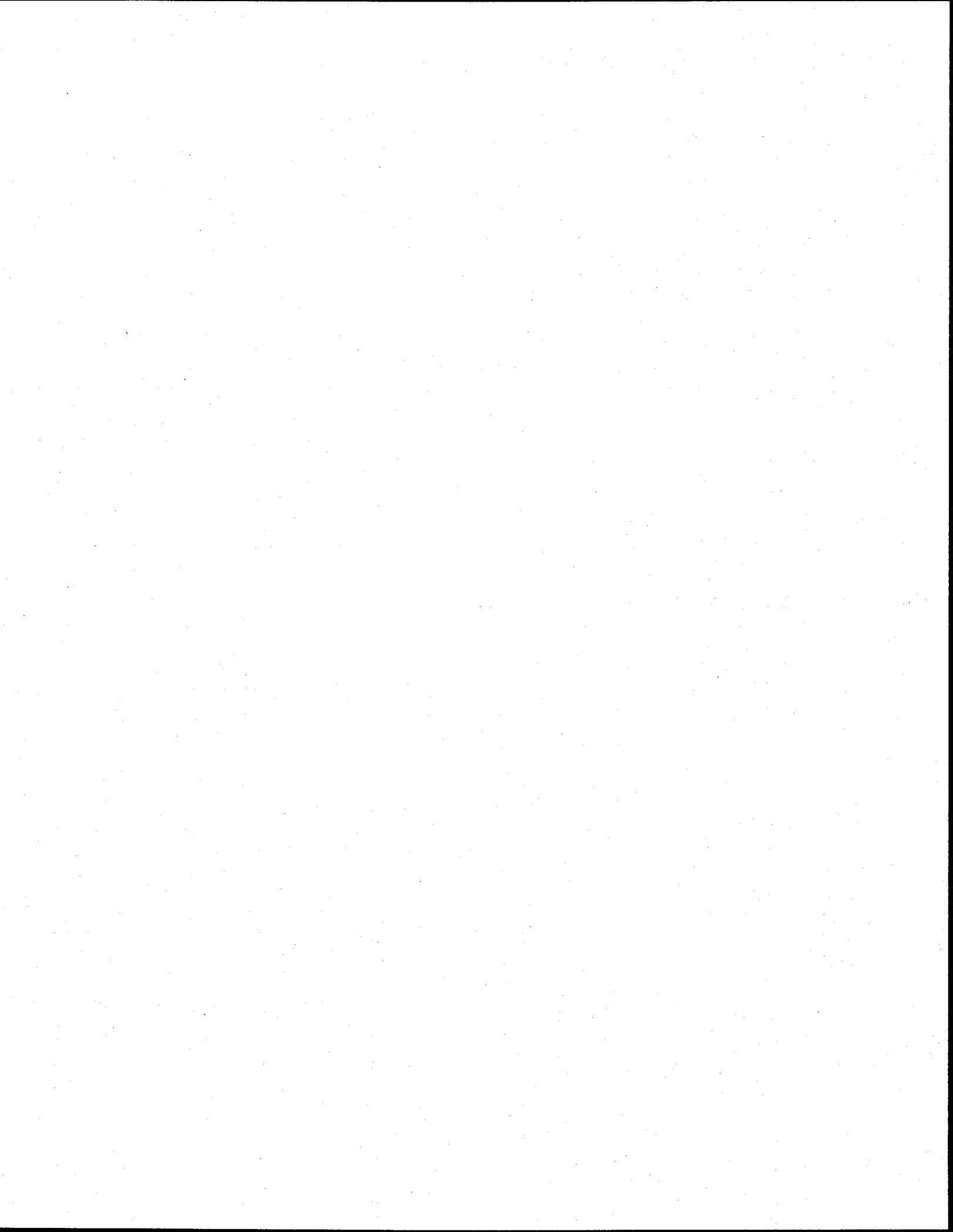


investment during the first year, representing approximately 62% of the total start-up costs; (b) Private investors in Nigeria have expressed interest in debt/equity investment in the second year; and (c) The International Finance Corporation (*IFC*) has expressed strong interest in helping to finance the projects and has asked to be kept informed of its progress; (d) The Grantee has also formed the Reviewer that a equity investment of \$10 million may be available through Aureos Capital Nigeria; (e) The Overseas Private Investment Corporation (*OPIC*) and the Ex-Im Bank also have expressed a degree of interest in the project; and (d) Although the equipment dollars required for this size hospital are relatively small, financing by major U.S. medical equipment firms (e.g. G.E. Medical International) certainly has potential.

3. **Potential U.S. Exports.** A major concern about the proposed CAMC is the relatively limited U.S. export potential due to the facility's small size. A reasonably conservative estimate of total exports of U.S. equipment and services over the 3-5 years it will take for the facility to become fully operational is approximately US \$7.6 million.
4. **Developmental Impact.** The potential positive impact of the proposed CAMC upon the Nigerian healthcare system as described above goes far beyond simply enhancing the country's *healthcare infrastructure* by increasing the availability of pediatric care to a significant segment of the population. Rather, the establishment of a private, international standard medical center could potentially serve as a model for future *systemic reforms* in the Nigerian healthcare system, now dominated by underfunded government hospitals and clinics. Moreover, the planned implementation of *telecommunicated technologies* for diagnostic/treatment and training, as well as the Project Sponsor's stated intention to expand upon the base medical center over the next several years (thus contributing to the country's *human capacity building* by increasing the number of trained physicians and other health professionals over the coming years) supports this assessment of a potential, long-term and positive development impact upon the Nigerian healthcare system.
5. **Governmental Regulatory Environment.** Nigeria is characterized by an ill-maintained infrastructure, widespread corruption, intractable bureaucracy, and a relatively non-transparent legal and regulatory environment. The Grantee, however, has successfully addressed any project obstacles/barriers to date in acquiring and licensing the land for the proposed facility and obviously will continue to maintain a strong local presence in Lagos. The latter is one of the most important factors with regard to negotiating the government regulatory maze for this type of initiative.

Desk Study

The Desk Study was intended to evaluate the degree to which the proposed CAMC constituted a potential viable project in terms of USTDA funding criteria, and to develop an appropriate Terms of Reference (TOR) and budget for the proposed project. The assessment was based upon several informational sources: (a) A brief proposal submitted by the Grantee to the USTDA; (b) Supplementary information requested by the Reviewer from the Grantee; (c) Reviewer contacts



with several national/international medical equipment firms and financing institutions, and (d) Representations of organizations knowledgeable of Nigeria and the region.

A. Children's American Medical Center (CAMC)

1. Executive Summary

The *Children's American Medical Center (CAMC)* is proposed as a 40-bed pediatric hospital in Lagos, Nigeria, with eventual expansion to at least 80 beds. CAMC would be the first private, comprehensive pediatric facility in the country. The stated intent of its founders, a group of Nigerian physicians currently practicing in the U.S., is to implement a facility which will meet international healthcare standards, as well serve as a core teaching/training facility for Nigerian physicians and healthcare professionals.

2. Project Description

CAMC is proposed as an ultra-modern pediatric hospital in Lagos, Nigeria. The Project Sponsors, a group of Nigerian physicians currently practicing in the U.S., conceptualized the center as a 40-80 bed central hospital with a neonatal intensive care unit (NICU), a biomedical research laboratory, teaching facilities, and a children's health outreach community program. Current plans call for 70 staff members comprised of physicians (most of whom are U.S. or Western-trained), nurses, pharmaceutical, laboratory, and administrative staff. The hospital will be equipped with the latest and most advanced medical equipment and technologies and, key to the current proposal, is conceptualized as potentially meeting Joint Commission International Accreditation Standards. If successful, this achievement will make it the first international standard healthcare institution in Nigeria and the surrounding region.

CAMC will be located on a 12.5-acre site along the Lekki Peninsula and will initially serve upper-income households in Lagos, a city with a population of over 8 million, making it the second most populous city in Africa (after Cairo). Formally Nigeria's capital, the city still hosts most of Nigeria's wealth and economic activity, with 25% of the above 3.9 million households being at upper-income levels and able to afford specialized medical treatment costs. As CAMC will be a totally private hospital, it will not receive any subsidies or capital support from the Nigerian government and will thus price its services accordingly by targeting this upper-income sector of the economy. The Grantee has stated, however, that *corporate sponsorships* of indigent patient beds will be aggressively sought from the private petroleum, communications, and other industry sectors in the country.

There are three main competitors in the Lagos area.

- (a) The *Reddington Hospital* is a newly built, private ultra-modern facility providing full services in general medical practice, internal medicine, and specialized cardiology. The hospital's state-of-the-art equipment and technologies, and its international affiliations with English and Swiss healthcare hospitals, makes Reddington one of the top hospitals in the country, especially with respect to cardiac care. Its pediatric care, however, could



be viewed as somewhat lacking due to a lack of locally trained local or foreign specialists.

- (b) The *Premier Specialist Hospital* has over 30 beds and is fully equipped with state-of-the-art equipment and offers a wide range of services, including pediatrics, obstetrics and gynecology, internal medicine, surgery, and other diagnostic applications. While very modern, the limited space and extremely high occupancy rates limit the hospital's accessibility, especially with respect to pediatric care.
- (c) The *Lifeline Children's Hospital* is a very small, decade old facility which has been providing the most common medical service to children, including intensive care, pediatrics, surgery, and neonatal care. It enjoys an excellent reputation for both its care and the quality of its facilities, but its small space places a severe limit upon the number of patients it can effectively serve at any point in time.

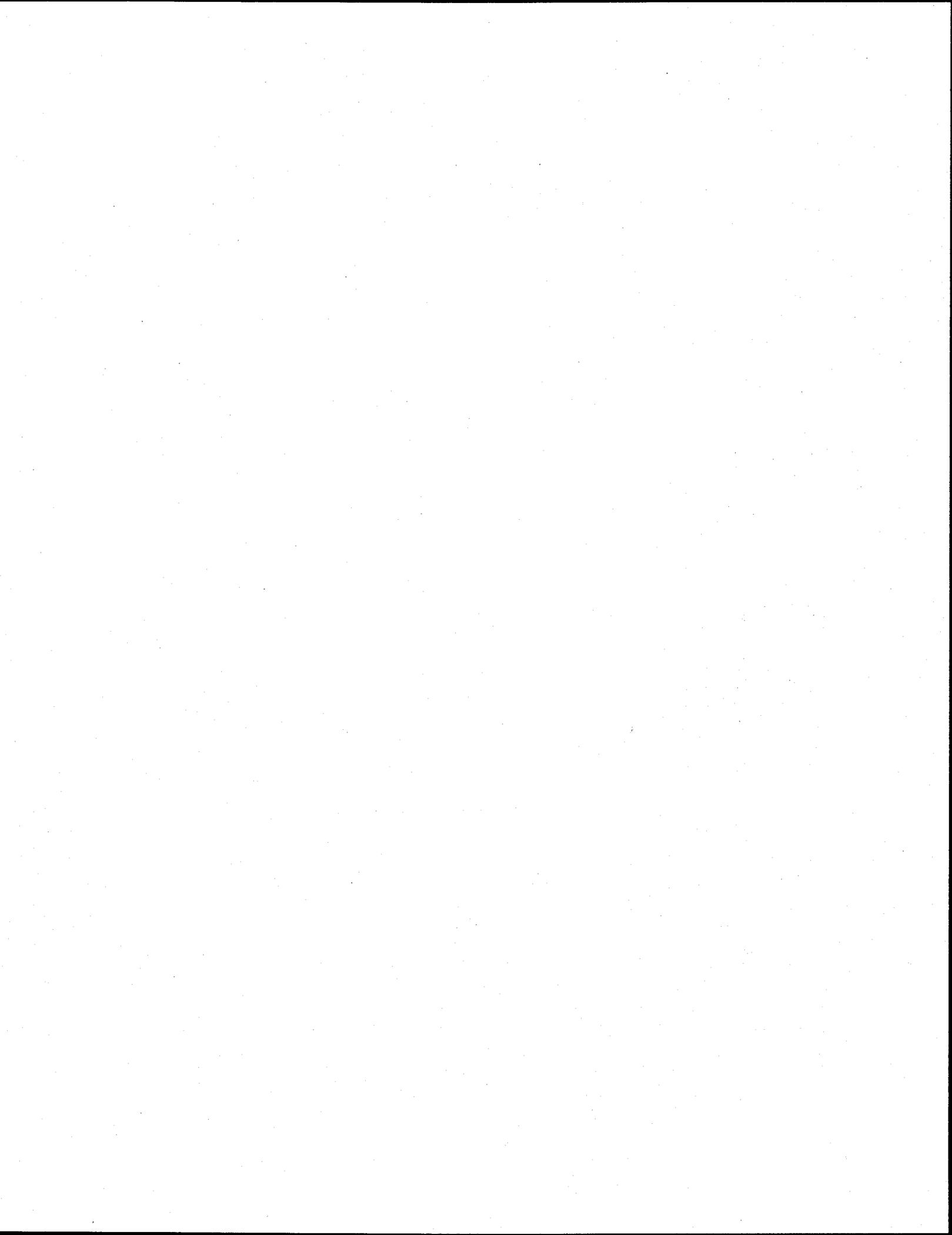
Although there are several other hospital facilities in the region surrounding Lagos, the above three hospitals represent the major potential competitors to the proposed CAMC. The facility size and scope of the pediatric services offered by the above hospitals, however, are clearly inadequate given the market demand. Also, it is of interest that none of these hospitals has any affiliations with U.S. hospital systems and/or medical schools.

3. Project Sponsor's Capabilities and Commitment

Ikwunga Wonodi, M.D. is the founder and chief executive officer of CAMC. Dr. Wonodi is currently Assistant Professor of Psychiatry at the University of Maryland School of Medicine and Director of the First Episode Psychosis Clinic, the Motor Disorders Clinic, and the Research Elective of the Maryland Medical School; he currently manages a multidisciplinary team of clinicians, research staff, and administrative personnel and has demonstrably contributed to the growth and funding success of the above programs.

Dr. Wonodi commitment to the development and improvement of Nigerian healthcare is demonstrated by his founding of The African Alliance on Mental Illness (TAAMI), a non-profit organization that works to de-stigmatize mental illness and promote positive mental health outcome in the African citizenry. During his National Youth Service in Nigeria, he conceptualized and led the implementation of the Corper's Health Aid Project (CHAP), which rendered free medical care to state owned orphanages and remand home. For this service, Dr. Wonodi was awarded a Merit Award Grant from the Nigerian Ministry of Health.

Dr. Wonodi has assembled a highly capable medical and executive team for CAMC. Aldora Wonodi, M.D. will serve as Chief Medical Director. She is double-board certified by the American Board of Pediatrics in General Pediatrics and in Neonatal-Perinatal Medicine. Additionally, Mr. Emeka Ndu, Managing Director of C&I Leasing which is listed on the Nigerian Stock Exchange, will serve as Chief Financial Director and brings a wealth of business and financial management experience in starting and growing business organizations in emerging markets.



Quality management of the hospital following its implementation is a critical concern to the USTDA. The Grantee, in this regard, has been in discussions with several U.S. healthcare management firms—Trinity Health International and Intermed Corporation. The Grantee has also held preliminary discussions with India-based Apollo Hospital Enterprise, one of the largest hospital corporations in Asia, concerning management services.

The commitment of Dr. Wonodi and his colleagues to the CAMC project is demonstrated not only by the time and effort devoted to planning and development activities. The Grantee also has reportedly expended to-date approximately U.S. \$1.5 million on development costs, including site acquisition, permitting, architectural designs, and a business plan.

4. *Implementation Financing*

The Reviewer's major concern about the proposed project is that the start-up capitalization is very marginal. The Grantee, asserts that the initial capital, including debt capital, required for the project will be about US \$15,000,000 to be deployed in two installments within two years. The Project will be financed from two primary sources: (a) Owner's equity investment in the initial amount of approximately US \$5,409,060 during Year-1, and (b) the remainder will come from equity and debt loans in the Year-2 obtained from private Nigerian investors identified by the Grantee, as well as loans from such sources as the International Finance Corporation (a line of credit is potentially available through the IFC Gender Empowerment (GEM) fund, but is not guaranteed), the Overseas Private Investment Corporation (OPIC), and Ex-Im Bank. The Grantee has also informed the Reviewer that a equity investment of \$10 million may be available through Aureos Capital Nigeria.

Communications with the Ms. Catherine N. Kimaryo, Investment Officer of the IFC Health & Education Department in Lagos confirms the interest of that organization in the proposed project. Ms. Kimaryo made the following points regarding the project, based on her preliminary discussions with the Grantee: (a) The project is extremely well thought-out from the standpoint of scope and size of services; (b) While relatively small, the project will fulfill a critical need in Lagos and, if properly financed, has a high probability of success; and (c) The greatest concern is initial project financing (particularly equity financing), an area addressed very aggressively in the Project Sponsor's business plan; (d) Professional management of the project will be a second critical determinant of its success, particularly with respect to dealing with the Nigerian government—the Grantee, in this regard, has been in discussions with several U.S. healthcare management firms, Trinity Health International and Intermed Corporation. The Grantee has also held preliminary discussions with India-based Apollo Hospital Enterprises, one of the largest based hospital corporations in Asia.

5. *U.S. Export Potential*

Nigeria by all available estimates is a growth market for U.S. medical diagnostic equipment, treatment technologies, and supporting infrastructure. According to industry experts, the



Nigerian healthcare industry has remained comatose for such an extended period that there has been a collapse of essential infrastructure and an obsolescence of critical equipment. The size of Nigeria's medical equipment market is estimated to be over a billion dollars, with medical diagnostic equipment accounting for approximately 70% of this market size. The market, according to multiple industry sources, is expected to record an annual growth rate of between 20-30 percent if current development strategies in the sector are sustained.

The value of the U.S. Export Potential for the project is one of the most critical aspects of the decision as to whether the CAMC project meets USDA funding criteria. The following considerations were taken into account in estimating the realistic project U.S. export potential:

- Exports are looked at over a 5-year period, since the detailed space programming, facility design, construction, and programming implementation will occur over at least a two-year period.
- Exports for this type of project typically fall into two main phases: (1) Initial design, development, construction, and equipping for approximately two years; and (2) Ongoing equipment replacement/upgrades and maintenance, disposables (medical supplies, service contracts, and pharmaceuticals), and technical assistance. In the case of Nigeria, the availability of preventative maintenance for major medical equipment will be a major determinant of vendor selection.
- The conceptual architectural design of the facility was carried out by a U.S. architectural firm, this making it very probable that the same Baltimore firm will be utilized for the detailed design, hopefully to international architectural standards.
- The Reviewer has not included construction materials in its estimate of U.S. export potential, since it is highly unlikely that such material will be imported from U.S. sources due to the relatively high transportation costs. An exception could be HVAC and other advanced systems required for a high standard healthcare facility, but such imports likely at best would be 10% or less of the total material costs.
- Similarly, it is likely that 50% or less of any consumables and additional capital equipment likely will be exported from the U.S., due to the ready availability of less costly items in the local and regional marketplace. For example, India is a large manufacturer of pharmaceuticals and there are strong regional sources for medical supplies, etc.
- The Project Sponsors assert that there is a preference for U.S. equipment and other technologies. The Reviewer estimates that approximately 60%-70% likely will be U.S. sourced over the five year period.
- The Proposal also indicates a strong interest in developing contractual relationships with U.S. medical schools (e.g., University of Maryland) and healthcare systems for training/education purposes and other technical assistance (including especially ongoing



telemedicine capability. A dollar approximation regarding such technical assistance, while difficult to predict, is included in the Reviewer's estimation of U.S. export potential.

The subsequent table summarizes the Reviewer's estimate of the total export potential for the proposed project over the 3-5 year period required for the hospital to become fully operational. Also included are the Reviewer's alternative estimates regarding the probable percentage of the total value which likely will constitute U.S. exports, given the economic realities, a rigorous and sometimes corrupt regulatory environment, and projected competition from both in-country and foreign sources.

While U.S. export potential for CAMC is relatively small in comparison to other USTDA projects, there does appear to be sufficient value in U.S. exports to warrant consideration by the USTDA, particularly given the stated preference for U.S. equipment, technologies, and technical services and the potential developmental impact upon the country's healthcare system.

ESTIMATED U.S. EXPORTS (5--YEAR PERIOD)

<i>Category</i>	<i>Total Value (USD)</i>	<i>% U.S. Exports</i>	<i>Value of Exports (USD)</i>
Medical Equipment/Furnishings	7,221,231	70%	5,054,862
Consumables/Equipment Upgrades	3,000,000	20%	600,000
Architectural Design	1,200,000	100%	1,200,000
Technical Services (Training, etc.)	800,000	100%	800,000
Total	12,221,231		7,654,862

6. *Foreign Competition and Market Entry Issues*

Nigeria currently imports much of its medical equipment and related technologies from Europe. Over the past several years, for example, imports from Austria have tended to dominate public healthcare spending for medical diagnostic equipment, systems and devices. Imports from Europe account for over 60% of medical equipment, with the U.S. accounting for about 30 percent of medical diagnostic equipment. Japanese and China companies also are becoming increasingly more aggressive and competitive, particularly with respect to the low-end equipment, instrument, and supply components.

Key competitive factors include a local long-term presence and the capability to provide multi-year maintenance agreements and technology training programs (e.g., intensive workshops, seminars, and skill-based development courses, especially for low and mid-level personnel) regarding required technologies. Overall pricing structure and willingness to take on local partners also are major factors in creating a market niche for U.S. companies.



7. Development Impact

Despite the fact that Nigeria has as many as four to five times more medical doctors per capita income as any other West African country, quality of healthcare services is one of the lowest in Sub-Saharan Africa. According to WHO's rankings, for example, Nigeria occupies a 187th position among 191 countries rated by the organization in terms of healthcare delivery for citizens. This finding is supported by development statistics published by the United Nations Development Program (UNDP) 2004 Human Development Report, which cites life expectancy as 51 years, infant mortality as 105 for every 1000 live births.

The potential positive impact of the proposed CAMC upon such a healthcare system as described above goes far beyond simply enhancing the country's *healthcare infrastructure* by increasing the availability of pediatric care to a significant segment of the population. Rather, the establishment of a solely private, international standard medical center could potentially serve as a model for future *systemic reforms* in the Nigerian healthcare system, now dominated by underfunded government hospitals and clinics. Moreover, the planned implementation of *telecommunicated technologies* for diagnostic/treatment and training, as well as the Grantee's stated intention to expand upon the base medical center over the next several years (thus contributing to the country's *human capacity building* by increasing the number of trained physicians and other health professionals over the coming years) supports this assessment of a potential, long-term and positive development impact upon the Nigerian healthcare system.

8. Impact on the Environment

Unlike the manufacturing, energy, transportation sectors, etc. hospitals are typically not a source of significant environmental impact or pollution. The proposed TA consultation will entail, however, a preliminary assessment of all environmental impacts of the proposed hospital by a private contractor in Lagos.

Two major aspects of addressing environmental issues within any hospital entail (a) protecting the external environment from any hospital-generated impacts, and (b) protecting patients and employees from any infectious diseases, dangerous chemical or toxic compounds, and any external contaminants. Thus the proposed study, at a minimum should address the areas of garbage disposal, sewage disposal, water and air quality, noise and air pollution, and patient protection, including in the latter evaluation of effective safety procedures in handling any potentially radioactive materials and x-ray exposure and harmful therapeutic substances.

The U.S. is a major exporter of environmental protection technologies, including biowaste disposal. Thus U.S. companies could be a beneficiary of the above efforts to minimize negative environmental impacts of the proposed project.

9. Impact on U.S. Labor



There should be no adverse or negative impacts of the proposed project upon U.S. labor. Specifically, the facility will be constructed using primarily local labor and it is highly unlikely, given the nature of the proposed joint venture, that a U.S. construction labor force would be significantly involved. The core medical staff for the proposed facility will be composed of Nigerian expatriates already intending to return to practice in their native country. Sales opportunities for U.S. companies, however, will have a positive effect upon the U.S. labor force.

The Grantee has stated their intention to comply with U.S. Labor Impact regulations and will comply with internationally recognized workers' rights. Moreover, no U.S. businesses will relocate outside the U.S. as a direct result of this project. Nor will the project export materials or services result in any special export zones. As pointed out previously, the core medical staff will be composed of Nigerian expatriates wishing to return to practice in their native country. Finally, it is very unlikely that the Project will have any significant negative effects on the number of foreign citizens coming to the U.S. for healthcare services, since relatively few Nigerian citizens consistently seek healthcare in the U.S.

B. CAMC Hospital Standards Technical Assistance Project

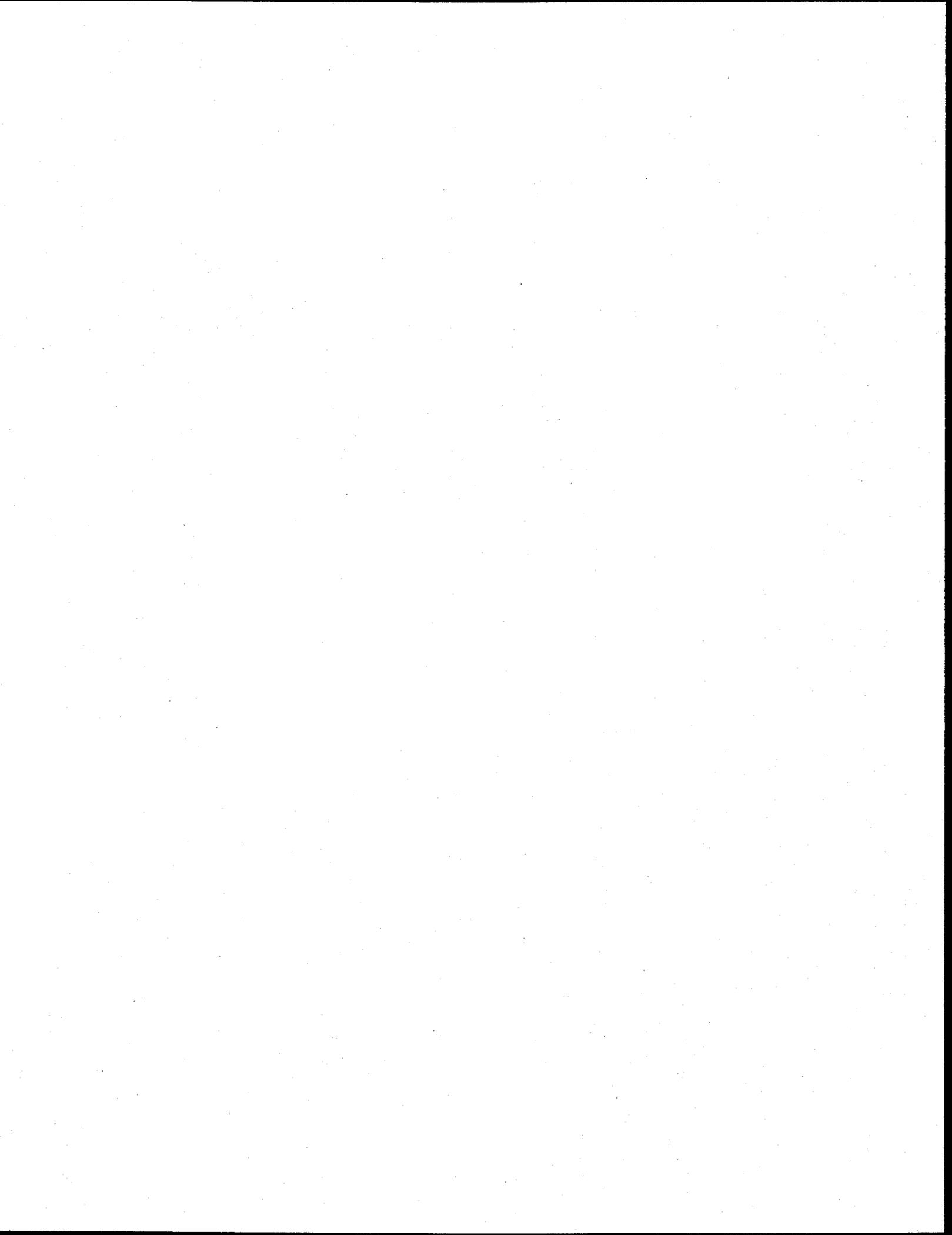
1. Executive Summary

CAMC Hospital Standards Assessment Technical Assistance (TA) will establish medical standards/procedures at CAMC (the "Grantee"). The TA will make recommendations regarding methods, procedures, and equipment CAMC must implement to meet international healthcare standards for the first modern pediatric facility in Nigeria.

The Reviewer recommends funding of the proposed TA project in the amount of \$283,043, based upon the following considerations:

- (a) While the hospital Project in itself is relatively small by USTDA standards in terms of financial scope and U.S. export potential, its successful implementation will potentially create the opportunity for U.S. medical equipment firms and other healthcare organizations to establish a visible presence in Lagos, Nigeria;
- (b) The Technical Assistance provided will substantially strengthen the standard of healthcare offered in the proposed hospital, thus having a demonstrable positive developmental impact upon Nigerian healthcare;
- (c) The Project offers a strong potential for further consultancies by U.S. medical schools with regard to physician and healthcare professional training, including the use of telecommunications for education, patient diagnosis, and treatment.

2. Project Summary/Scope of Activities



Children's American Medical Center (CAMC) would be a 40-80 bed pediatric facility located in Lagos, Nigeria. The technical assistance will be provided with the objective of helping the Grantee to offer international standard healthcare and will consist of the following consultative components:

- *Clinical Services Planning.* This consultation includes the review/analysis of the proposed clinical services, clinical support infrastructure, human resource requirements, and the planned phasing of facilities and services.
- *Space Planning and Programming.* This consultation will entail a review of architectural design, space planning, and space programming for the proposed hospital.
- *Pharmacy Planning Consultation.* This consultation will involve the review/analysis of the requirements for a drug formulary which will meet international standards.
- *Radiology & Imaging Equipment Review.* This component will encompass a analysis of all radiology and imaging service/equipment requirements for the proposed hospital.
- *Hospital Information Systems (IS)/Information Technology (IT).* This consultation includes the assessment of all software, hardware, and training needs for IS and IT applications to support proposed hospital operations.
- *Telemedicine Consulting Services.* This consultation entails a review of all telemedicine equipment/software needs for long distance and education and consulting services with international healthcare organizations.
- *Environmental Impact Assessment.* The Contractor will contract with a local company in Lagos to perform an environmental impact assessment for the proposed hospital.
- *Program Overview/Recommendations Review.* The Contractor will meet with CAMC's Project Sponsors to review all recommendations for the proposed hospital.
- *Training Workshops.* The Contractor will send three executive and planning team members to deliver workshops for healthcare and political officials regarding the implementation of the project's findings/recommendations.

It is important to note that the specifications/requirements which represent outcomes of the proposed TA services will be oriented towards meeting the quality healthcare standards set forth by the *Joint Commission for International Accreditation*. CAMC would thus be the first healthcare provider in Nigeria and the surrounding region to offer services of this demonstrable quality.

3. *Justification: Implications for USTDA Funding Criteria*



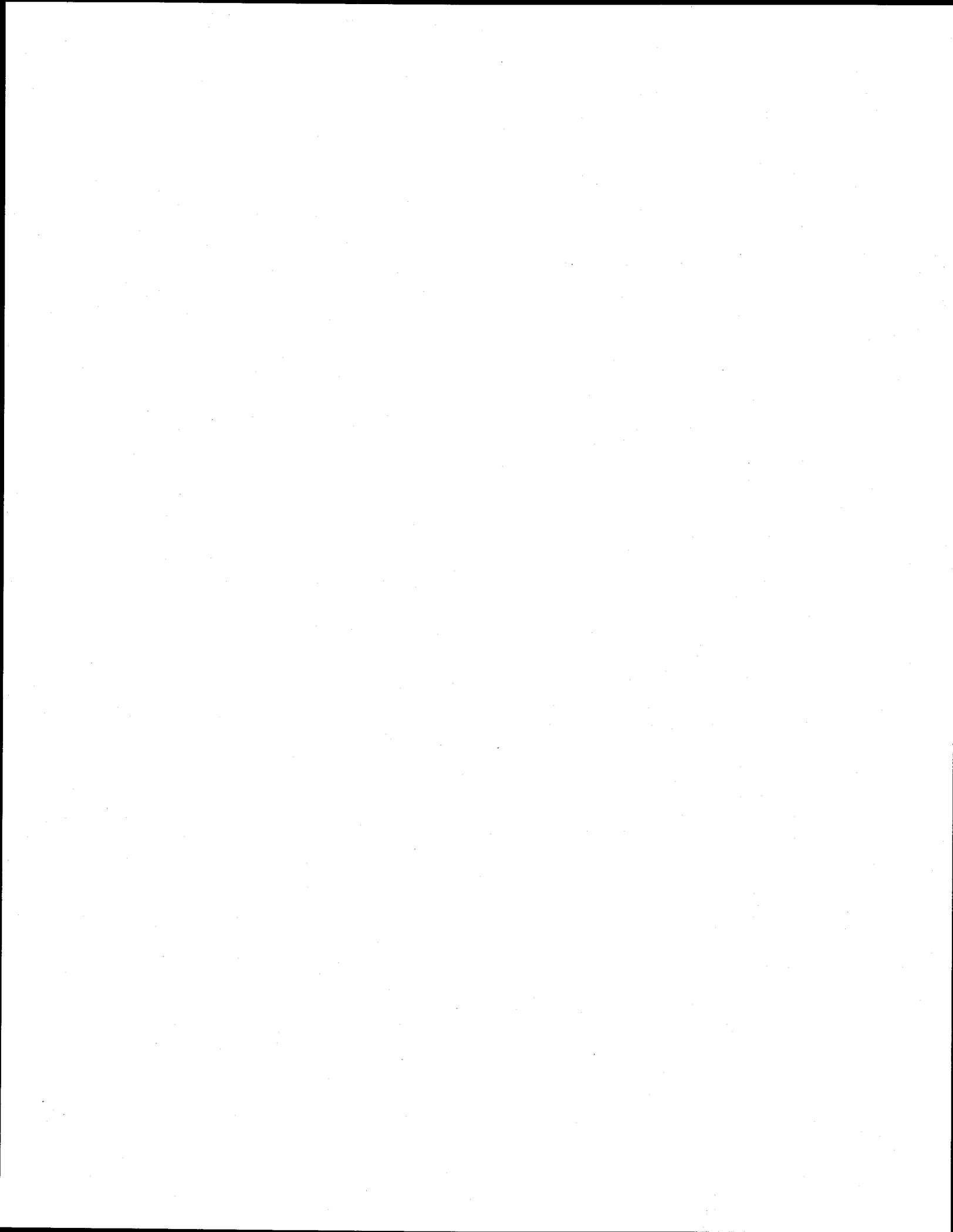
- **Implementation Financing.** The Grantee's Business Plan asserts that the project will be financed from two primary sources: (a) Owner's equity investment in the initial amount of approximately US \$5,409,060, plus (b) public equity and other loans by Nigerian investors in the second year indentified by the Grantee. Consequently, the initial capital, including debt capital, required for the project will be about US \$15,000,000 to be deployed in two installments within two years. This start-up capital should be considered somewhat marginal, but efforts are being made to identify additional private investors.

A significant component of the start-up financing is projected to come from the International Finance Corporation (*IFC*) and perhaps the Overseas Private Investment Corporation (*OPIC*) and Ex-Im Bank. Communications with the IFC Health & Education Department in Lagos confirms the strong interest of that organization. Also, the Grantee has informed the Reviewer that a potential line of credit for the project is available from the IFC through Aureos Capital Nigeria. Potential involvement of OPIC is supported by the fact that the organization has financed equipment for new and expanded hospitals in Nigeria and the region in the last several years.

- **Potential U.S. Exports.** Nigeria by all available estimates is a growth market for U.S. medical diagnostic equipment, treatment technologies, and supporting infrastructure. According to industry experts, the Nigerian healthcare industry has remained comatose for such an extended period that there has been a collapse of essential infrastructure and a obsolescence of critical equipment. The size of Nigeria's medical equipment market is estimated to be over a billion dollars, with medical diagnostic equipment accounting for approximately 70% of this market size. The market, according to multiple industry sources, is expected to record an annual growth rate of between 20-30 percent if current development strategies in the sector are sustained.

As pointed out in the previous section, the Reviewer estimates a U.S. export potential for the proposed facility over a 5- year period at approximately US \$7,654,862. This amount includes medical equipment/furnishings (\$5,054,862), Consumables/Equipment Upgrades (\$600,000), Architectural Design (\$1,200,000), and Technical Services, including telecommunications (\$800,000). These estimates should be as fairly conservative, since they do not take into account any future facility expansion.

- **Project Sponsor Commitment.** The long-term commitment of Dr. Ikwunga Wonodi and the other Project Sponsors to CAMC is demonstrated several ways. First, it is the Reviewer's understanding that the Grantee has invested significantly (approximately US \$1.5 million) in preliminary project development costs, including site acquisition, licensing, etc—he has also invested over 2.5 years of effort. Second, as pointed out previously, the Grantee has stated an intention to make significant equity investments in the project over the initial two year period, in addition to their previous investment. And third, in addition to direct financial investment in the project, Dr. Wonodi has an extensive, documented track record of dedicated service in the Nigerian Healthcare Sector, particular with respect to children's health.



- **Developmental Impact.** The need/demand for a quality pediatric hospital in Nigeria, as pointed out previously, is unequivocal in terms of unmet need. The proposed hospital represents a significant step towards addressing the problems of (a) a healthcare infrastructure which is ranked 187th among 191 countries rated by the WHO in terms of healthcare delivery for citizens, (b) a life expectancy of only 51 years and an infant mortality rate of 105 for every 1000 births, (c) a dearth of quality private facilities which can effectively innovate in the provision of quality healthcare on a self-sustaining basis, without having to confront excessive governmental regulatory, funding, and corruption obstacles. In addition, the Grantee's stated intention to expand upon the base medical center over the next several years supports this assessment of a potential, long-term and positive development impact upon the Nigerian healthcare system.

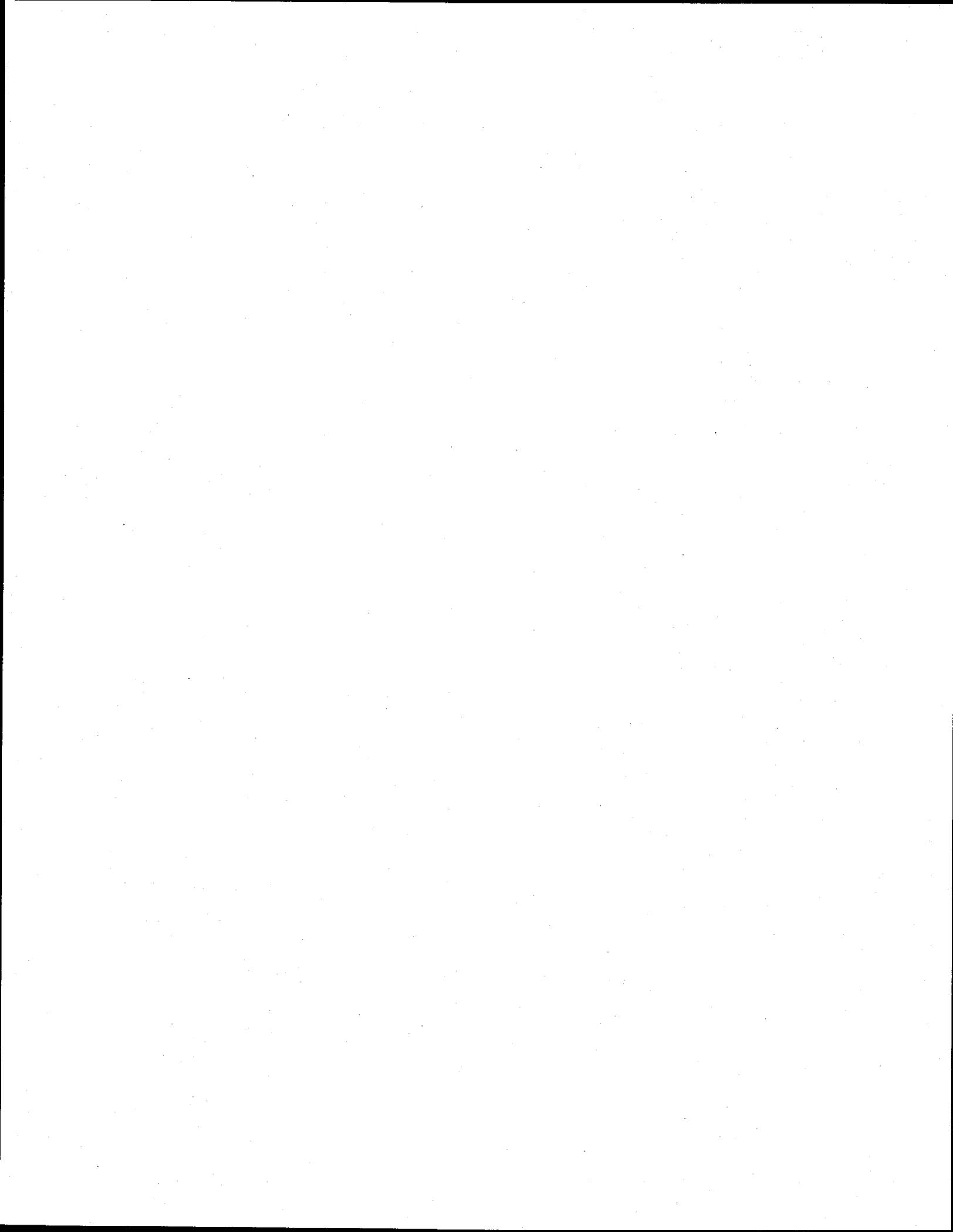
The potential positive impact(s) of the proposed CAMC upon the inferior Nigerian healthcare infrastructure goes far beyond simply increasing the availability of pediatric care to a significant segment of the population. Rather, proposed technical assistance provided will facilitate the establishment of a private, international standard medical center which could potentially serve as a model for future reforms in the Nigerian healthcare system, now dominated by underfunded government hospitals and clinics.

From the standpoint of technology transfer and productivity enhancement, the USTDA funded technical assistance project will likely facilitate implementation of telecommunicated technologies for patient diagnosis/treatment and healthcare professional training within the country. Indeed, telecommunications has been cited by multiple sources as a primary potential solution to Nigeria's country-wide healthcare delivery challenges, as well as being one of the most opportune areas for U.S. exports.

- **Environmental Impact.** Unlike the manufacturing, energy, transportation sectors, etc., hospitals are typically not a source of significant environmental impact or pollution. The proposed TA consultation will entail, however, a preliminary assessment of all environmental impacts of the proposed hospital by a private contractor in Lagos. Two major aspects of addressing environmental issues within any hospital entail (a) protecting the external environment from any hospital-generated impacts, and (b) protecting patients and employees from any infectious diseases, dangerous chemical or toxic compounds, and any external contaminants.

The proposed environmental assessment must address in detail a number of areas of concern typically present in emerging countries. They are as follows:

- (a) **Garbage Disposal.** In any hospital, there are two types of waste: ordinary trash and garbage and trash which may be contaminated by blood or biological byproducts (commonly referred to as "Red Bag Waste"). Both types can be readily disposed by burial in an approved landfill and transported by a certified hauler, by incineration on site or at a distant location, or microwave processing which reduces garbage to small, harmless pellet-like particles.

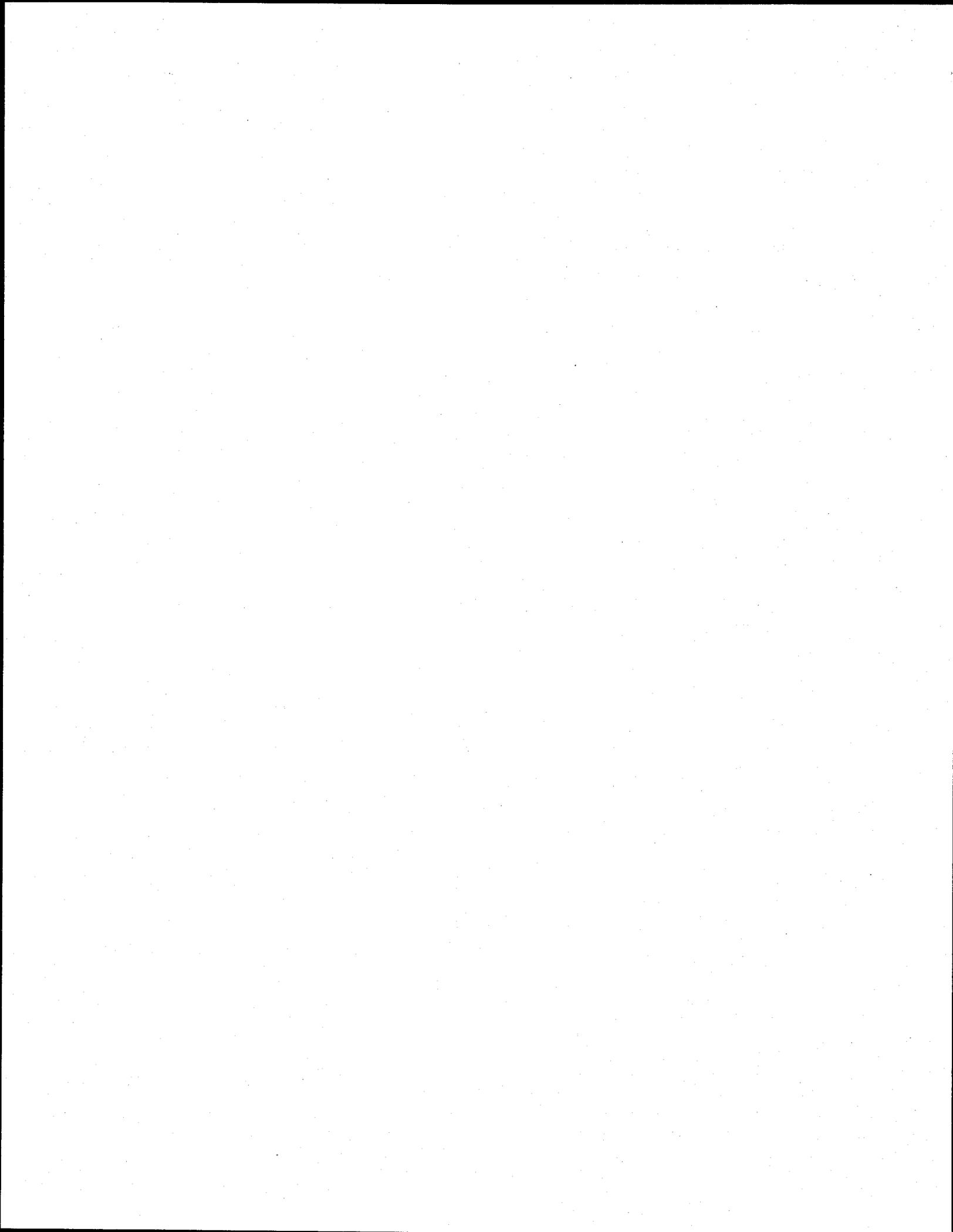


- (b) *Sewage Disposal.* This area should not be an environmental issue for the project. The project will be built on a commercial site with access to both city sewage and water lines.
- (c) *Water and Air Quality.* These areas should not impact the environment if care is taken that no foreign substances (e.g., lab chemicals or nuclear isotopes) leave the hospital in sewage. But the hospital will likely require systems to perform a second system stage of treatment purification on the incoming water supply. Similarly, a complex HVAC system which creates either positive or negative air pressures will be required to protect staff and other patients from infectious diseases. Highly sterile areas must use very specialized air filters.
- (d) *Noise and Air Pollution.* The exact nature of this impact area will depend upon whether the hospital has its own power generation plant or just diesel-powered emergency generators in the event the power supply from the city is interrupted. In either case, appropriate exhaust muffling technologies which eliminate both noise and air pollution are readily available, and are frequently U.S. made.
- (e) *Patient Protection.* The hospital must enact demonstrably effective safety procedures in handling any potentially radioactive materials and x-ray exposure and harmful therapeutic or diagnostic substances. All dangerous materials should be handled in accordance with U.S. and international protocols.

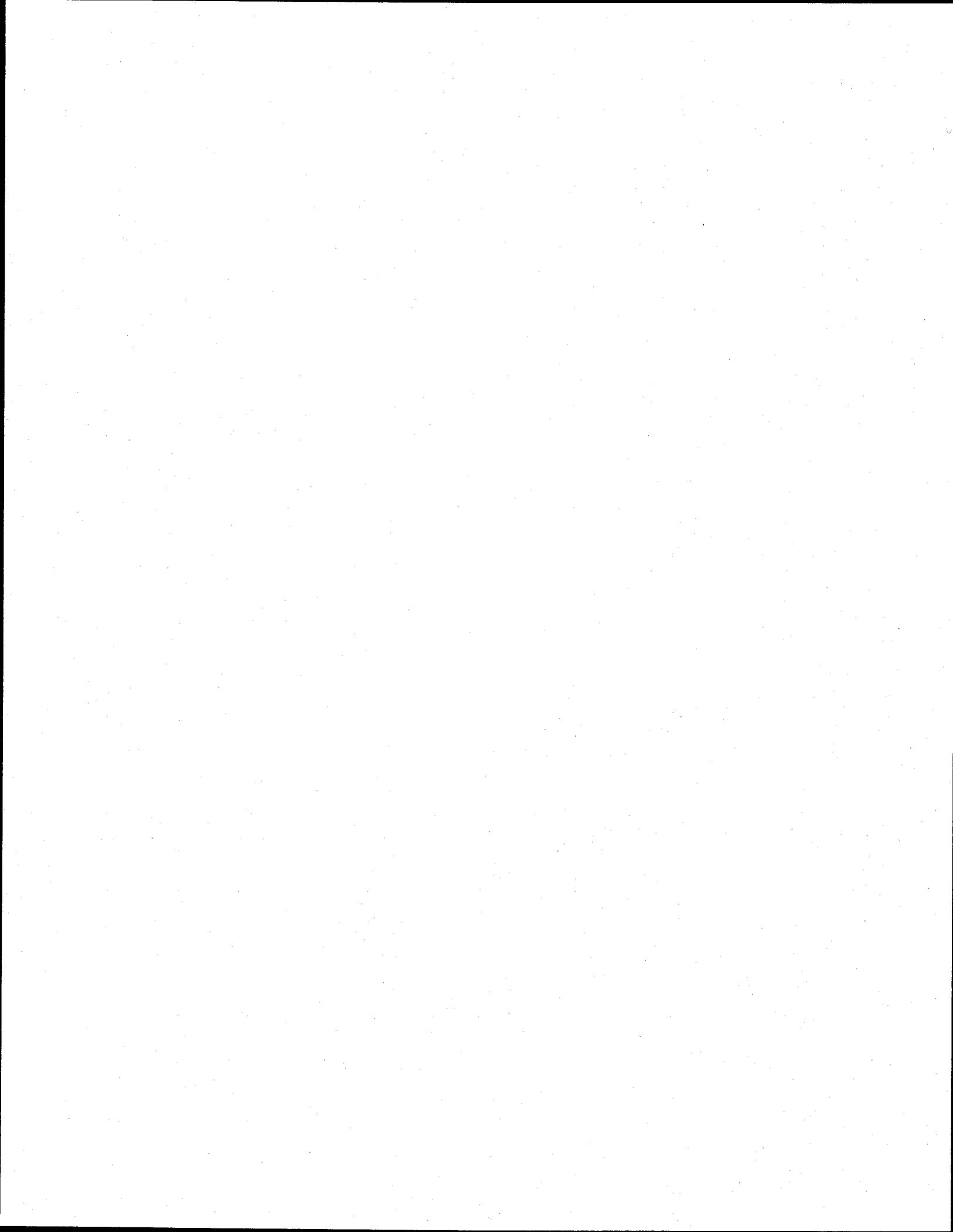
As pointed out previously, the U.S. is a major exporter of environmental protection technologies, including biowaste disposal. Thus U.S. companies could be a beneficiary of the above efforts to minimize negative environmental impacts of the proposed project.

- ***Impact on U.S. Labor.*** There should be no adverse or negative impacts of the proposed project upon U.S. labor. Specifically, the facility will be constructed using primarily local labor and it is highly unlikely, given the nature of the proposed joint venture, that a U.S. construction labor force would be significantly involved. The core medical staff for the proposed facility will be composed of Nigerian expatriates already intending to return to practice in their home country. Sales opportunities for U.S. companies, however, could have a positive effect upon the U.S. labor force.

The Grantee has stated an intention to comply with U.S. Labor Impact regulations and will comply with internationally recognized workers' rights. Moreover, no U.S. businesses will relocate outside the U.S. as a direct result of this project. Nor will the project export materials or services result in any special export zones. The core medical staff will be composed of Nigerian expatriates wishing to return to practice in their country. Finally, it is very unlikely that the project will have any significant negative effects on the number of foreign citizens coming to the U.S. for healthcare services, since relatively few Nigerian citizens consistently seek healthcare in the U.S.



ANNEX 3





**U.S. TRADE AND DEVELOPMENT AGENCY
Arlington, VA 22209-2131**

NATIONALITY, SOURCE, AND ORIGIN REQUIREMENTS

The purpose of USTDA's nationality, source, and origin requirements is to assure the maximum practicable participation of American contractors, technology, equipment and materials in the prefeasibility, feasibility, and implementation stages of a project.

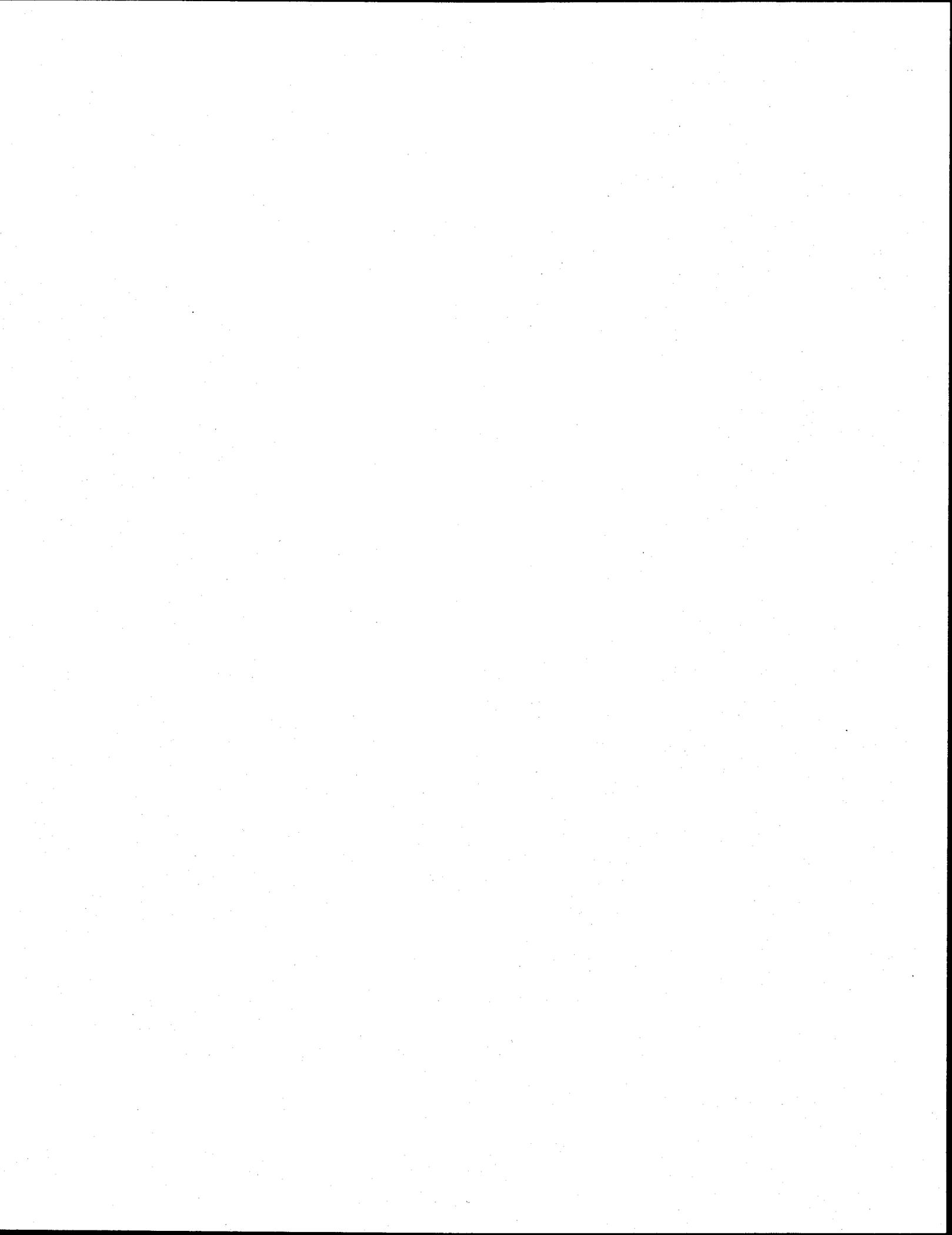
USTDA STANDARD RULE (GRANT AGREEMENT STANDARD LANGUAGE):

Except as USTDA may otherwise agree, each of the following provisions shall apply to the delivery of goods and services funded by USTDA under this Grant Agreement: (a) for professional services, the Contractor must be either a U.S. firm or U.S. individual; (b) the Contractor may use U.S. subcontractors without limitation, but the use of subcontractors from host country may not exceed twenty percent (20%) of the USTDA Grant amount and may only be used for specific services from the Terms of Reference identified in the subcontract; (c) employees of U.S. Contractor or U.S. subcontractor firms responsible for professional services shall be U.S. citizens or non-U.S. citizens lawfully admitted for permanent residence in the U.S.; (d) goods purchased for implementation of the Study and associated delivery services (e.g., international transportation and insurance) must have their nationality, source and origin in the United States; and (e) goods and services incidental to Study support (e.g., local lodging, food, and transportation) in host country are not subject to the above restrictions. USTDA will make available further details concerning these standards of eligibility upon request.

NATIONALITY:

1) Rule

Except as USTDA may otherwise agree, the Contractor for USTDA funded activities must be either a U.S. firm or a U.S. individual. Prime contractors may utilize U.S.



subcontractors without limitation, but the use of host country subcontractors is limited to 20% of the USTDA grant amount.

2) Application

Accordingly, only a U.S. firm or U.S. individual may submit proposals on USTDA funded activities. Although those proposals may include subcontracting arrangements with host country firms or individuals for up to 20% of the USTDA grant amount, they may not include subcontracts with third country entities. U.S. firms submitting proposals must ensure that the professional services funded by the USTDA grant, to the extent not subcontracted to host country entities, are supplied by employees of the firm or employees of U.S. subcontractor firms who are U.S. individuals.

Interested U.S. firms and consultants who submit proposals must meet USTDA nationality requirements as of the due date for the submission of proposals and, if selected, must continue to meet such requirements throughout the duration of the USTDA-financed activity. These nationality provisions apply to whatever portion of the Terms of Reference is funded with the USTDA grant.

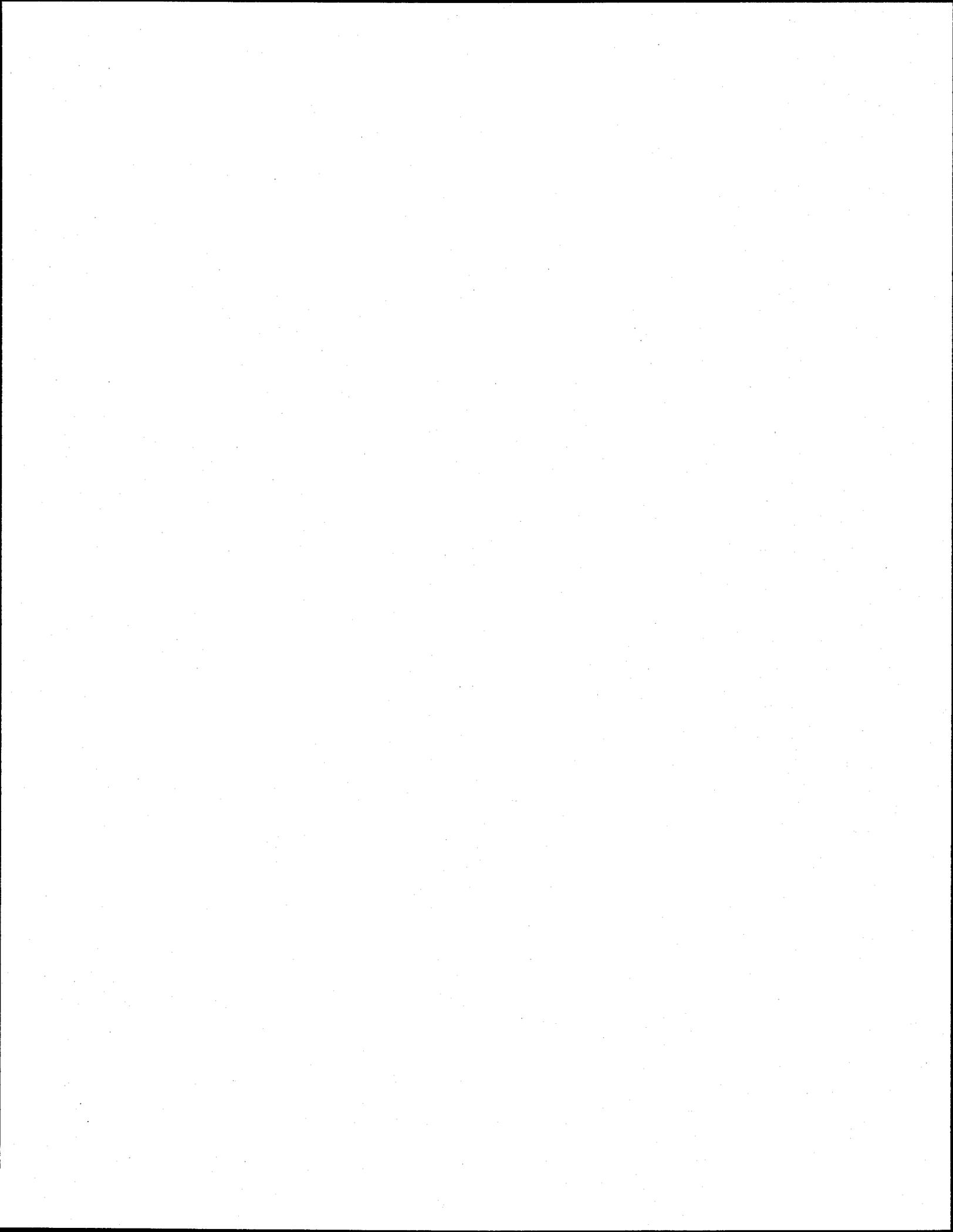
3) Definitions

A "U.S. individual" is (a) a U.S. citizen, or (b) a non-U.S. citizen lawfully admitted for permanent residence in the U.S. (a green card holder).

A "U.S. firm" is a privately owned firm which is incorporated in the U.S., with its principal place of business in the U.S., and which is either (a) more than 50% owned by U.S. individuals, or (b) has been incorporated in the U.S. for more than three (3) years prior to the issuance date of the request for proposals; has performed similar services in the U.S. for that three (3) year period; employs U.S. citizens in more than half of its permanent full-time positions in the U.S.; and has the existing capability in the U.S. to perform the work in question.

A partnership, organized in the U.S. with its principal place of business in the U.S., may also qualify as a "U.S. firm" as would a joint venture organized or incorporated in the United States consisting entirely of U.S. firms and/or U.S. individuals.

A nonprofit organization, such as an educational institution, foundation, or association may also qualify as a "U.S. firm" if it is incorporated in the United States and managed by a governing body, a majority of whose members are U.S. individuals.



SOURCE AND ORIGIN:

1) Rule

In addition to the nationality requirement stated above, any goods (e.g., equipment and materials) and services related to their shipment (e.g., international transportation and insurance) funded under the USTDA Grant Agreement must have their source and origin in the United States, unless USTDA otherwise agrees. However, necessary purchases of goods and project support services which are unavailable from a U.S. source (e.g., local food, housing and transportation) are eligible without specific USTDA approval.

2) Application

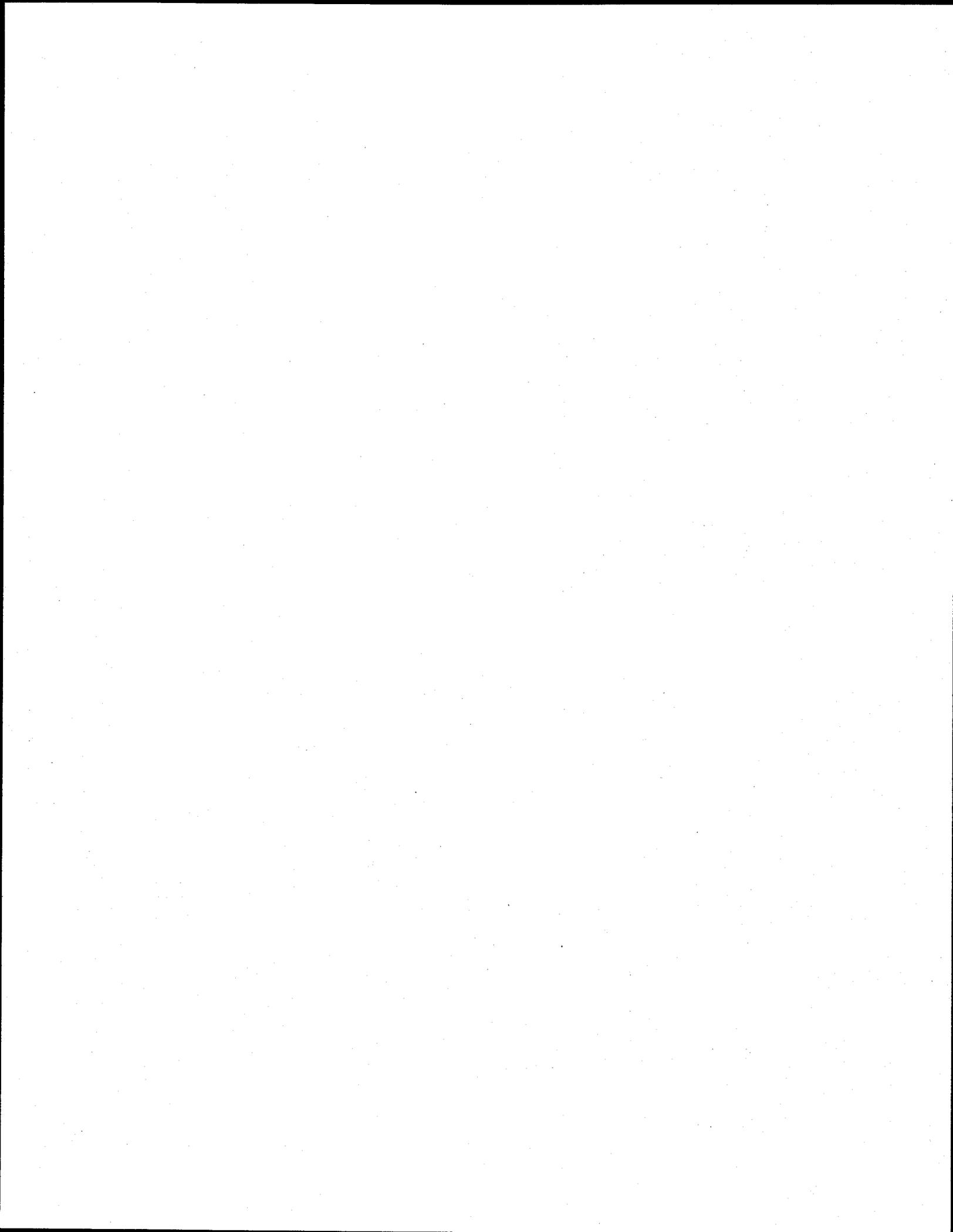
Accordingly, the prime contractor must be able to demonstrate that all goods and services purchased in the host country to carry out the Terms of Reference for a USTDA Grant Agreement that were not of U.S. source and origin were unavailable in the United States.

3) Definitions

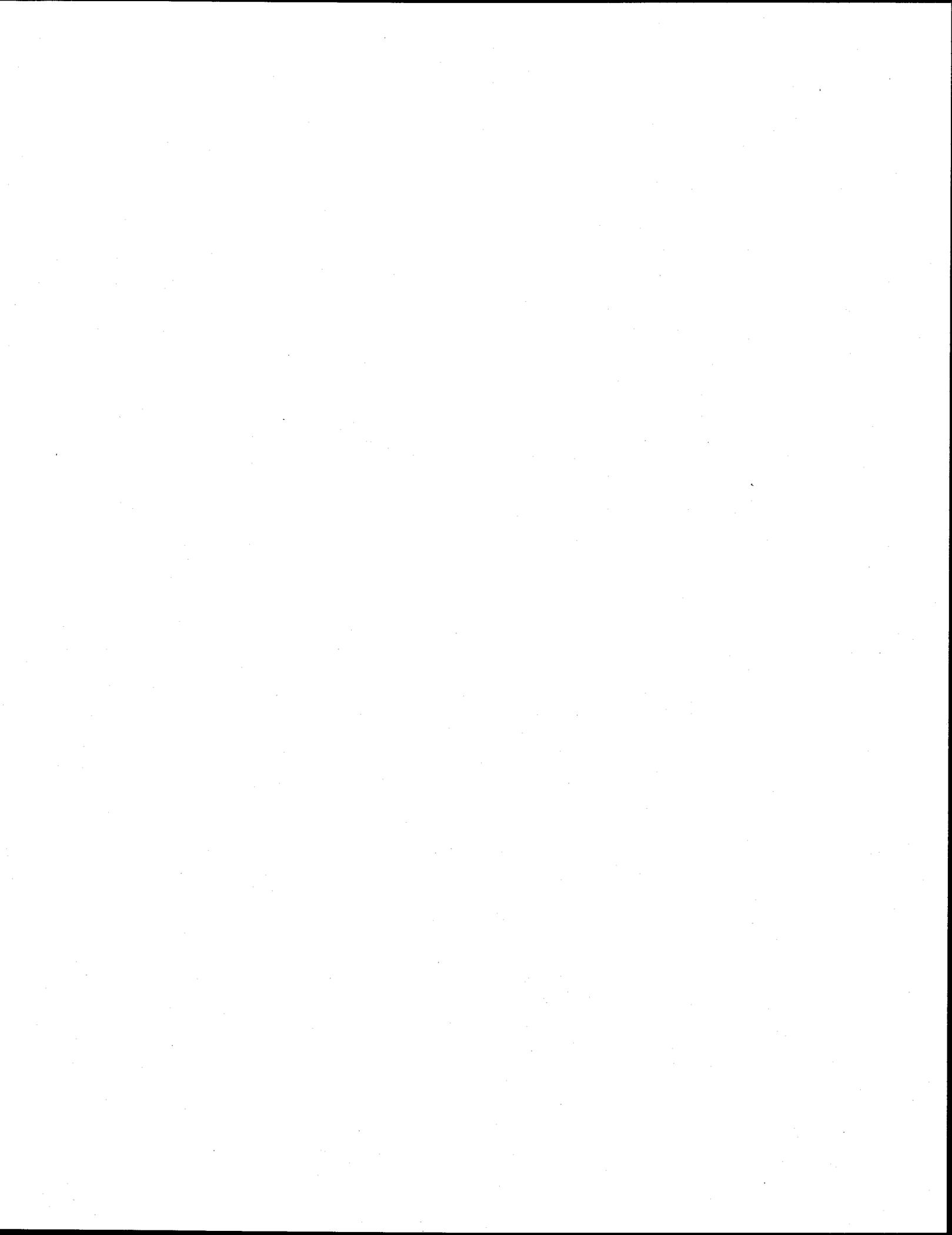
“Source” means the country from which shipment is made.

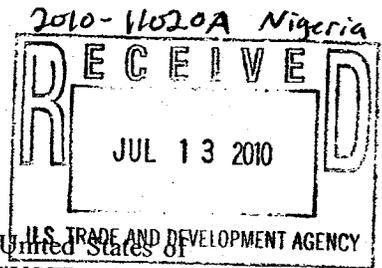
“Origin” means the place of production, through manufacturing, assembly or otherwise.

Questions regarding these nationality, source and origin requirements may be addressed to the USTDA Office of General Counsel.



ANNEX 4





GRANT AGREEMENT

This Grant Agreement is entered into between the Government of the United States of America, acting through the U.S. Trade and Development Agency ("USTDA"), and Children's American Medical Center Limited, a private company registered in Lagos, Nigeria ("Grantee"). USTDA agrees to provide the Grantee under the terms of this Agreement US\$289,000 ("USTDA Grant") to fund the cost of goods and services required for technical assistance ("TA") on the proposed Children's Hospital project ("Project") in Nigeria ("Host Country"). USTDA approves the selection by the Grantee of Children's National Medical Center as the Contractor to perform the TA ("Contractor").

PM L2
NG PD
LB JW
JJ
MB
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KA

1. USTDA Funding

The funding to be provided under this Grant Agreement shall be used to fund the costs of a contract between the Grantee and the Contractor under which the Contractor will perform the TA ("Contract"). Payment to the Contractor will be made directly by USTDA on behalf of the Grantee with the USTDA Grant funds provided under this Grant Agreement.

2. Terms of Reference

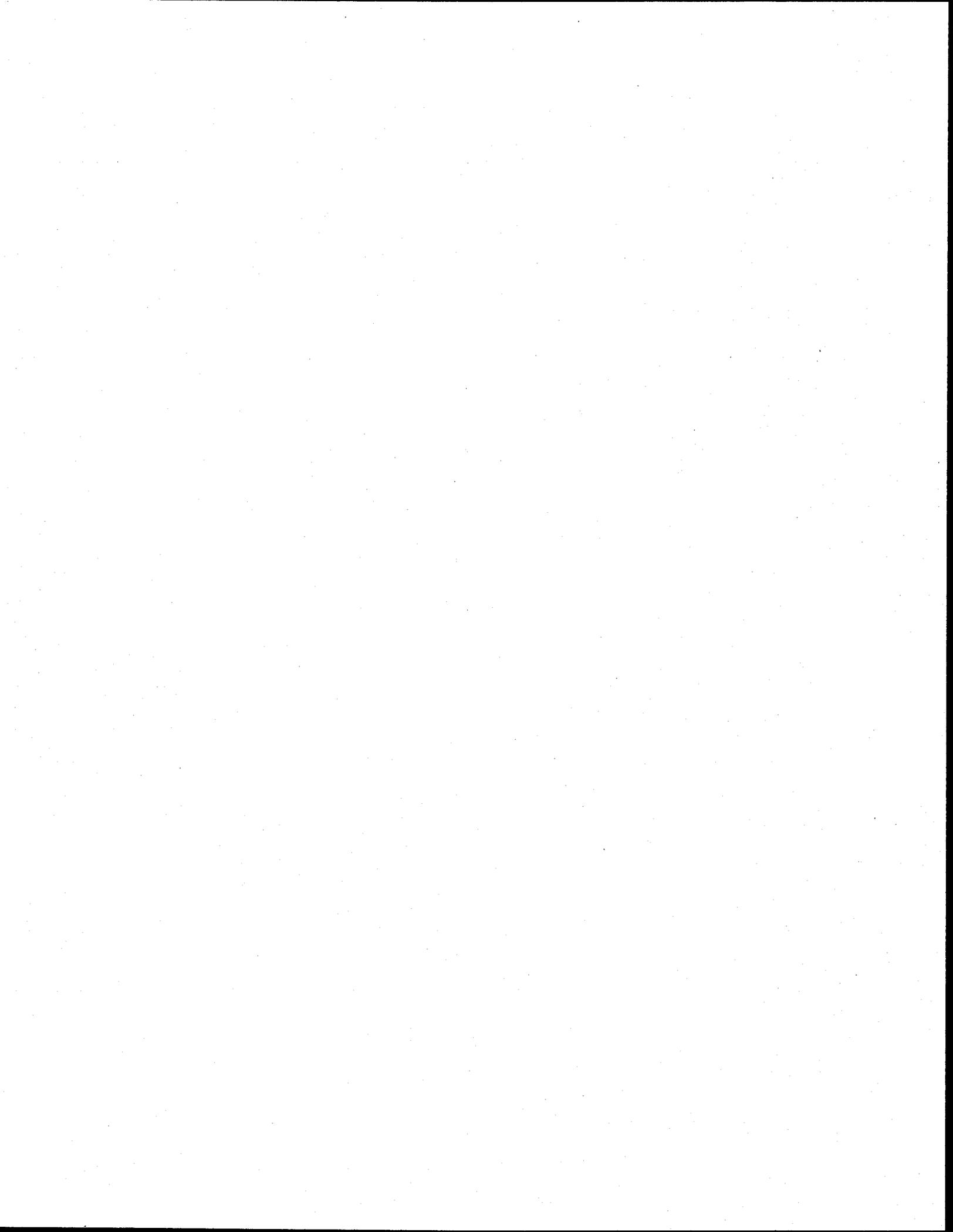
The Terms of Reference for the TA ("Terms of Reference") are attached as Annex I and are hereby made a part of this Grant Agreement. The TA will examine the technical, financial, environmental, and other critical aspects of the proposed Project. The Terms of Reference for the TA shall also be included in the Contract.

3. Standards of Conduct

USTDA and the Grantee recognize the existence of standards of conduct for public officials, and commercial entities, in their respective countries. The parties to this Grant Agreement and the Contractor shall observe these standards, which include not accepting payment of money or anything of value, directly or indirectly, from any person for the purpose of illegally or improperly inducing anyone to take any action favorable to any party in connection with the TA.

4. Grantee Responsibilities and Contractor Support

The Grantee shall undertake its best efforts to provide reasonable support for the Contractor, such as local transportation, office space, and secretarial support.



5. USTDA as Financier

(A) USTDA Approval of Contract Between Grantee and Contractor

The Grantee and the Contractor shall enter into a contract for performance of the TA. This contract, and any amendments thereto, including assignments and changes in the Terms of Reference, must be approved by USTDA in writing. To expedite this approval, the Grantee (or the Contractor on the Grantee's behalf) shall transmit to USTDA, at the address set forth in Article 17 below, a photocopy of an English language version of the signed contract or a final negotiated draft version of the contract.

(B) USTDA Not a Party to the Contract

It is understood by the parties that USTDA has reserved certain rights such as, but not limited to, the right to approve the terms of the contract and any amendments thereto, including assignments, the selection of all contractors, the Terms of Reference, the Final Report, and any and all documents related to any contract funded under the Grant Agreement. The parties hereto further understand and agree that USTDA, in reserving any or all of the foregoing approval rights, has acted solely as a financing entity to assure the proper use of United States Government funds, and that any decision by USTDA to exercise or refrain from exercising these approval rights shall be made as a financier in the course of funding the TA and shall not be construed as making USTDA a party to the contract. The parties hereto understand and agree that USTDA may, from time to time, exercise the foregoing approval rights, or discuss matters related to these rights and the Project with the parties to the contract or any subcontract, jointly or separately, without thereby incurring any responsibility or liability to such parties. Any approval or failure to approve by USTDA shall not bar the Grantee or USTDA from asserting any right they might have against the Contractor, or relieve the Contractor of any liability which the Contractor might otherwise have to the Grantee or USTDA.

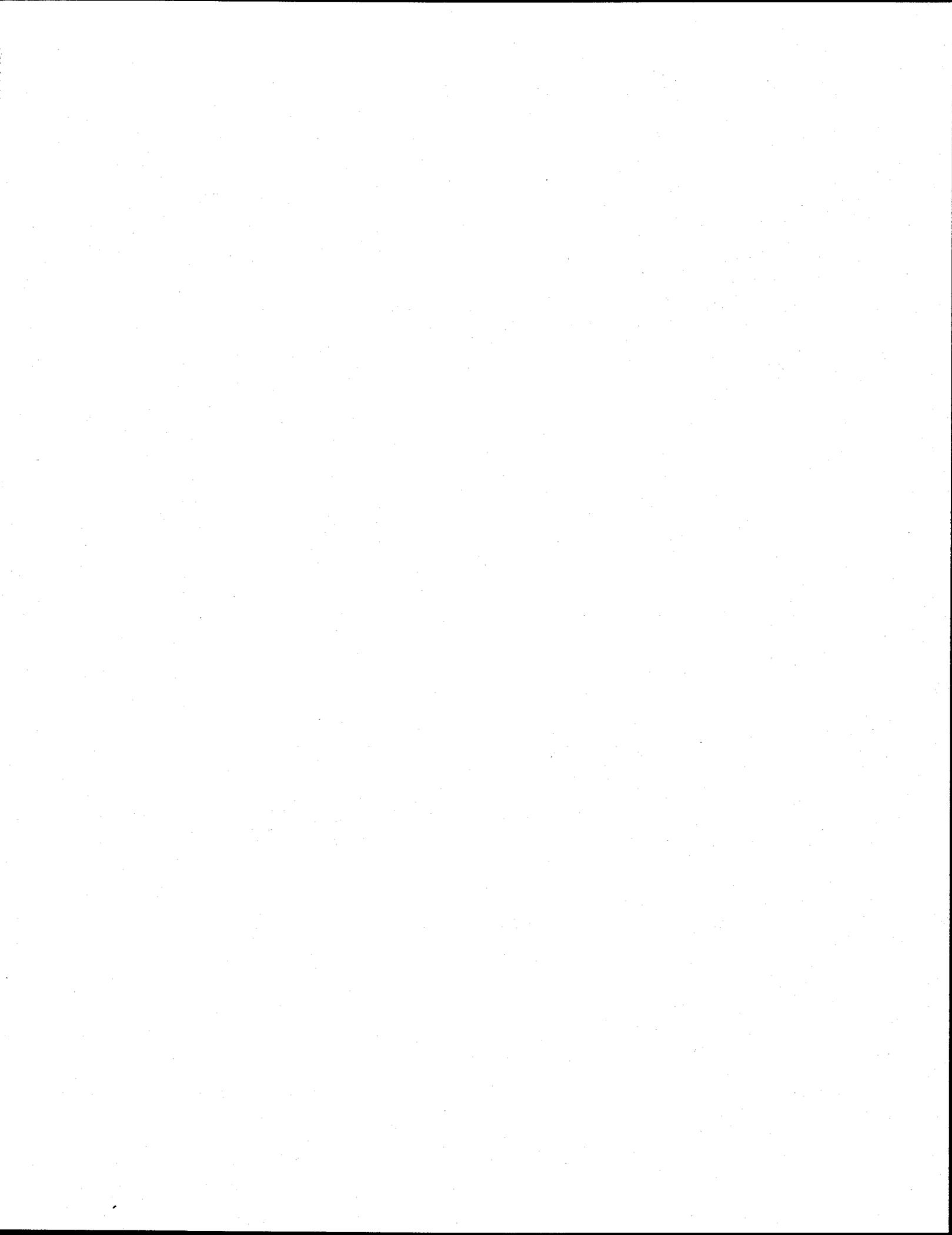
(C) Grant Agreement Controlling

Regardless of USTDA approval, the rights and obligations of any party to the contract or subcontract thereunder must be consistent with this Grant Agreement. In the event of any inconsistency between the Grant Agreement and any contract or subcontract funded by the Grant Agreement, the Grant Agreement shall be controlling.

6. Disbursement Procedures

(A) USTDA Approval of Contract Required

USTDA will make disbursements of Grant funds directly to the Contractor only after USTDA approves the Grantee's contract with the Contractor. After receipt of a proper invoice in accordance with the provisions of Clause G of USTDA's



Mandatory Contract Clauses attached hereto as Annex II, USTDA shall make its respective disbursement of Grant funds directly to the Contractor in the United States.

(B) Contractor Invoice Requirements

The Grantee should request disbursement of funds by USTDA to the Contractor for performance of the TA by submitting invoices in accordance with the procedures set forth in the USTDA Mandatory Clauses in Annex II.

7. Effective Date

The effective date of this Grant Agreement ("Effective Date") shall be the date of signature by both parties or, if the parties sign on different dates, the date of the last signature.

8. TA Schedule

(A) TA Completion Date

The completion date for the TA, which is July 1, 2011, is the date by which the parties estimate that the TA will have been completed. In the event that the TA cannot be completed by the Completion Date above, the Grantee shall, by a written notification to USTDA on or before 30 days to the estimated completion date, state the reasons why the Completion Date may not be attained and propose a new Completion Date.

(B) Time Limitation on Disbursement of USTDA Grant Funds

Except as USTDA may otherwise agree, (a) no USTDA funds may be disbursed under this Grant Agreement for goods and services which are provided prior to the Effective Date of the Grant Agreement; and (b) all funds made available under the Grant Agreement must be disbursed within four (4) years from the Effective Date of the Grant Agreement.

9. USTDA Mandatory Clauses

All contracts funded under this Grant Agreement shall include the USTDA mandatory clauses set forth in Annex II to this Grant Agreement. All subcontracts funded or partially funded with USTDA Grant funds shall include the USTDA mandatory clauses, except for clauses B(1), G, H, I, and J.



10. Use of U.S. Carriers

(A) Air

Transportation by air of persons or property funded under the Grant Agreement shall be on U.S. flag carriers in accordance with the Fly America Act, 49 U.S.C. 40118, to the extent service by such carriers is available, as provided under applicable U.S. Government regulations.

(B) Marine

Transportation by sea of property funded under the Grant Agreement shall be on U.S. carriers in accordance with U.S. cargo preference law.

11. Nationality, Source and Origin

Except as USTDA may otherwise agree, the following provisions shall govern the delivery of goods and services funded by USTDA under the Grant Agreement: (a) for professional services, the Contractor must be either a U.S. firm or U.S. individual; (b) the Contractor may use U.S. subcontractors without limitation, but the use of subcontractors from Host Country may not exceed twenty percent (20%) of the USTDA Grant amount and may only be used for specific services from the Terms of Reference identified in the subcontract; (c) employees of U.S. Contractor or U.S. subcontractor firms responsible for professional services shall be U.S. citizens or non-U.S. citizens lawfully admitted for permanent residence in the U.S.; (d) goods purchased for performance of the TA and associated delivery services (e.g., international transportation and insurance) must have their nationality, source and origin in the United States; and (e) goods and services incidental to TA support (e.g., local lodging, food, and transportation) in Host Country are not subject to the above restrictions. USTDA will make available further details concerning these provisions upon request.

12. Taxes

USTDA funds provided under the Grant Agreement shall not be used to pay any taxes, tariffs, duties, fees or other levies imposed under laws in effect in Host Country. Neither the Grantee nor the Contractor will seek reimbursement from USTDA for such taxes, tariffs, duties, fees or other levies.

13. Cooperation Between Parties and Follow-Up

The parties will cooperate to assure that the purposes of the Grant Agreement are accomplished. For five (5) years following receipt by USTDA of the Final Report (as defined in Clause H of Annex II), the Grantee agrees to respond to any reasonable inquiries from USTDA about the status of the Project.



14. Implementation Letters

To assist the Grantee in the implementation of the TA, USTDA may, from time to time, issue implementation letters that will provide additional information about matters covered by the Grant Agreement. The parties may also use jointly agreed upon implementation letters to confirm and record their mutual understanding of matters covered by the Grant Agreement.

15. Recordkeeping and Audit

The Grantee agrees to maintain books, records, and other documents relating to the TA and the Grant Agreement adequate to demonstrate implementation of its responsibilities under the Grant Agreement, including the selection of contractors, receipt and approval of contract deliverables, and approval or disapproval of contractor invoices for payment by USTDA. Such books, records, and other documents shall be separately maintained for three (3) years after the date of the final disbursement by USTDA. The Grantee shall afford USTDA or its authorized representatives the opportunity at reasonable times to review books, records, and other documents relating to the TA and the Grant Agreement.

16. Representation of Parties

For all purposes relevant to the Grant Agreement, the Government of the United States of America will be represented by the U. S. Ambassador to Host Country or USTDA and Grantee will be represented by the Chief Executive Officer. The parties hereto may, by written notice, designate additional representatives for all purposes under the Grant Agreement.

17. Addresses of Record for Parties

Any notice, request, document, or other communication submitted by either party to the other under the Grant Agreement shall be in writing or through a wire or electronic medium which produces a tangible record of the transmission, such as a telegram, cable or facsimile, and will be deemed duly given or sent when delivered to such party at the following:

To: Dr. Ikwunga Wonodi
Children's American Medical Center Limited
C&I Leasing Drive
Off Bisola Durosinmi Etti Drive
Off Admiralty Way
Lekki Phase 1
Lagos, Nigeria

Phone: +234 1 270 3700 ex. 9
Electronic Mail: iwonodi@childrensamc.com



To: U.S. Trade and Development Agency
1000 Wilson Boulevard, Suite 1600
Arlington, Virginia 22209-3901
USA

Phone: (703) 875-4357
Fax: (703) 875-4009

All such communications shall be in English, unless the parties otherwise agree in writing. In addition, the Grantee shall provide the Economic Section of the U.S. Embassy in Host Country with a copy of each communication sent to USTDA.

Any communication relating to this Grant Agreement shall include the following fiscal data:

Appropriation No.: 1110/111001
Activity No.: 2010-11020A
Reservation No.: 2010110023
Grant No.: GH2010110007

18. Termination Clause

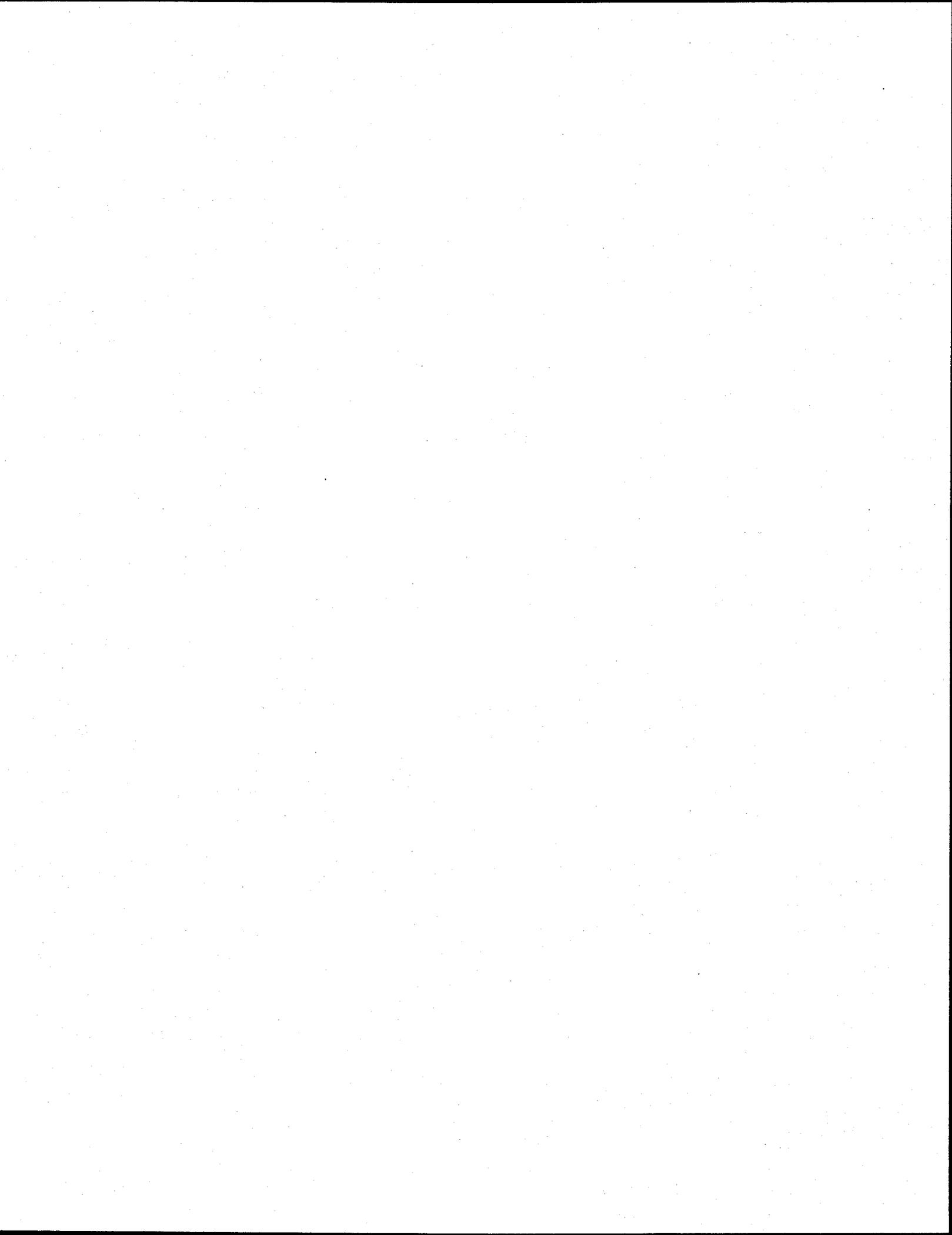
Either party may terminate the Grant Agreement by giving the other party thirty (30) days advance written notice. The termination of the Grant Agreement will end any obligations of the parties to provide financial or other resources for the TA, except for payments which they are committed to make pursuant to noncancellable commitments entered into with third parties prior to the written notice of termination.

19. Non-waiver of Rights and Remedies

No delay in exercising any right or remedy accruing to either party in connection with the Grant Agreement shall be construed as a waiver of such right or remedy.

20. U.S. Technology and Equipment

By funding this TA, USTDA seeks to promote the project objectives of the Host Country through the use of U.S. technology, goods, and services. In recognition of this purpose, the Grantee agrees that it will allow U.S. suppliers to compete in the procurement of technology, goods and services needed for Project implementation.



IN WITNESS WHEREOF, the Government of the United States of America and Children's American Medical Center Limited, each acting through its duly authorized representative, have caused this Agreement to be signed in the English language in their names and delivered as of the day and year written below. In the event that this Grant Agreement is signed in more than one language, the English language version shall govern.

For the Government of the
United States of America

By: [Signature]
Date: July 13, 2010

Witnessed:
By: [Signature]

For Children's American
Medical Center Limited

By: [Signature]
Date: July 13 2010

Witnessed:
By: [Signature]
07/13/10

Annex I -- Terms of Reference

Annex II -- Mandatory Clauses



Annex I

Terms of Reference

The Grantee is a start-up pediatric hospital in Lagos, Nigeria. To date, the Grantee has raised equity towards the development of a business plan, the acquisition of land for the hospital, and preliminary architectural design work. The purpose of this TA is to support the development of CAMC by making recommendations to the Grantee concerning equipment, methods and procedures required of a pediatric hospital to meet international healthcare standards. The Contractor's recommendations shall be consistent with the standards set forth by the Joint Commission for International Accreditation.

Task 1: Kickoff Meeting and Work Plan

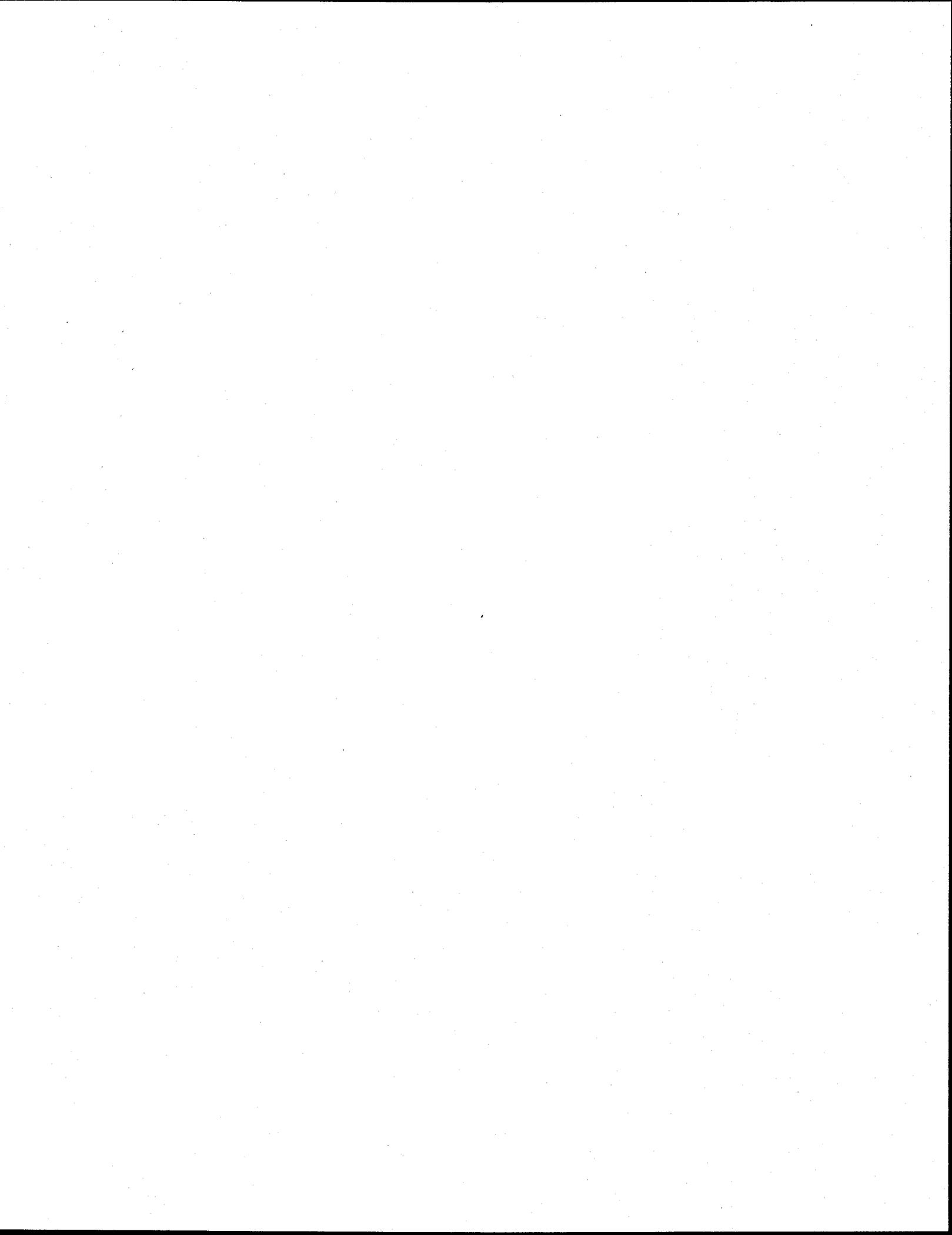
The Contractor shall meet with the Grantee to discuss the requirements of this TA and develop a detailed work plan for conducting the TA. The Contractor, in close consultation with the Grantee, shall prepare a comprehensive work plan and schedule for the TA. The work plan and schedule shall specify in detail the methodology for completing the tasks and sub-tasks of these Terms of Reference, define roles and responsibilities, establish work sequences, and set milestones for task completion.

Task 1 Deliverable: The Contractor shall prepare a report of all work performed under Task 1. The Task 1 Deliverable shall be included in the Final Report.

Task 2: Clinical Services Planning Consultation

The Contractor shall analyze the Grantee's proposed clinical services, clinical support infrastructure, manpower needs, and the planned phasing of facilities and services. The Contractor shall:

- 2.1. Conduct a supply and demand analysis for medical services in Lagos. The Contractor shall identify shortfalls in supply for specific diagnostic and treatment services.
- 2.2. Based on the Contractor's analysis in Task 2.1 above, the Contractor shall recommend specific clinical and diagnostic services which should be offered by the Grantee. The Contractor's analysis shall include, at least:
 - Number of inpatient beds;
 - Inpatient diagnostic services;
 - Inpatient treatment services;
 - Outpatient diagnostic services; and
 - Outpatient treatment services.
- 2.3. Based upon the Contractor's recommendations from Task 2.2 above, the Contractor shall recommend the required clinical service areas (i.e. emergency services, surgical services, intensive care unit, etc.) required to support the



clinical services recommended above. For each of the recommended clinical service areas, the Contractor shall specify the projected patient volume.

- 2.4. Based on the Contractor's analysis from Tasks 2.1, 2.2, and 2.3 above, the Contractor shall recommend the number and type of staff required for the Project. The Contractor's analysis shall include, at least:
- Number of physicians, clinical staff, support staff, and administrative staff;
 - Staff profiles including job descriptions and responsibilities;
 - Staff qualifications and specific areas of specialty; and
 - Staff compensation schedules.

- 2.5. The Contractor shall develop a job description which itemizes the responsibilities for the General Manager of CAMC.

Task 2 Deliverable: The Contractor shall prepare a report of all work performed under Task 2. The Task 2 Deliverable shall be included in the Final Report.

Task 3: Space Planning and Programming

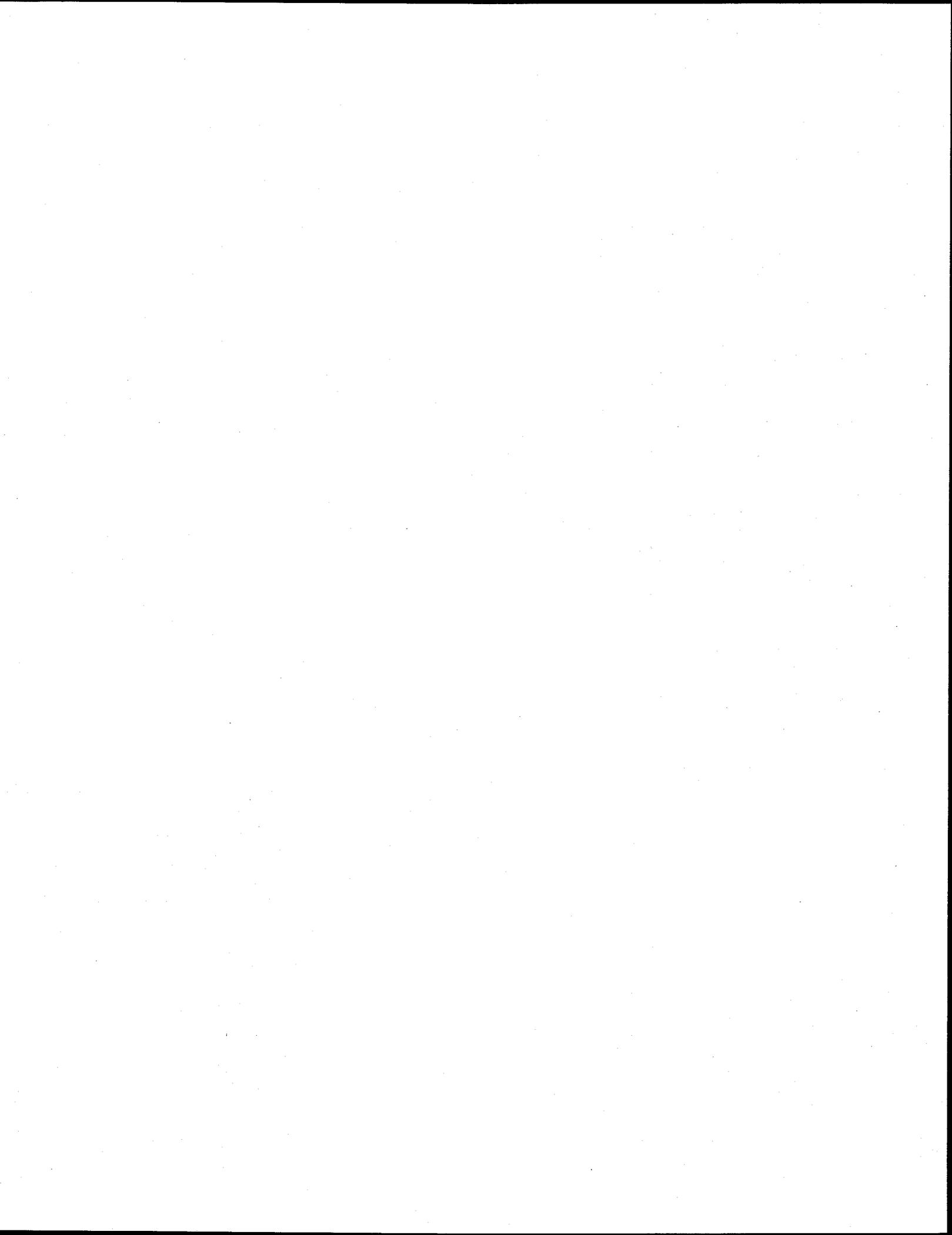
The Contractor shall review the Project's preliminary architectural design and space planning requirements. The Grantee shall supply all relevant documentation to the Contractor. The Contractor's assessment shall:

- 3.1. Perform an analysis of the land acquired for the Project, including physical features and topography.
- 3.2. Perform an analysis of the proposed structural design of the Project.
- 3.3. Conduct a detailed review of the preliminary architectural design of the Project. The Contractor's recommendations shall focus on increasing the Project's efficiency and effectiveness. The Contractor's analysis shall include, at least:
 - Size and function;
 - Spatial and functional relationships between areas of the hospital;
 - Conceptual floor plans;
 - Construction materials; and
 - Internal furnishings.

Task 3 Deliverable: The Contractor shall prepare a report of all work performed under Task 3. The Task 3 Deliverable shall be included in the Final Report.

Task 4: Engineering Equipment Consultation

The Contractor shall make recommendations concerning the equipment necessary for the Project's construction. The Contractor shall provide the names and contact information for qualified U.S. sources of supply for each piece of recommended equipment. The Contractor shall:



- 4.1. Provide an analysis of the Project's heating, ventilation and air conditioning (HVAC) requirements.
- 4.2. Provide an electrical analysis that shall include provision for emergency power supplies and generators sufficient to serve the critical services of the Project in the event of loss or interruption of power supplies.
- 4.3. Specify the requirements for a medical waste management plan for the Project. The Contractor's analysis shall include healthcare waste management technologies, policies and procedures, and training and educational program requirements. The Contractor's analysis shall include at least the following methods of disposal: landfill, thermal sterilization, chemical disinfection, physical destruction, and thermal destructive techniques.
- 4.4. Provide an analysis of the Project's water supply, purification, and treatment requirements, including provision for emergency water supplies in the event of disruptions in service.

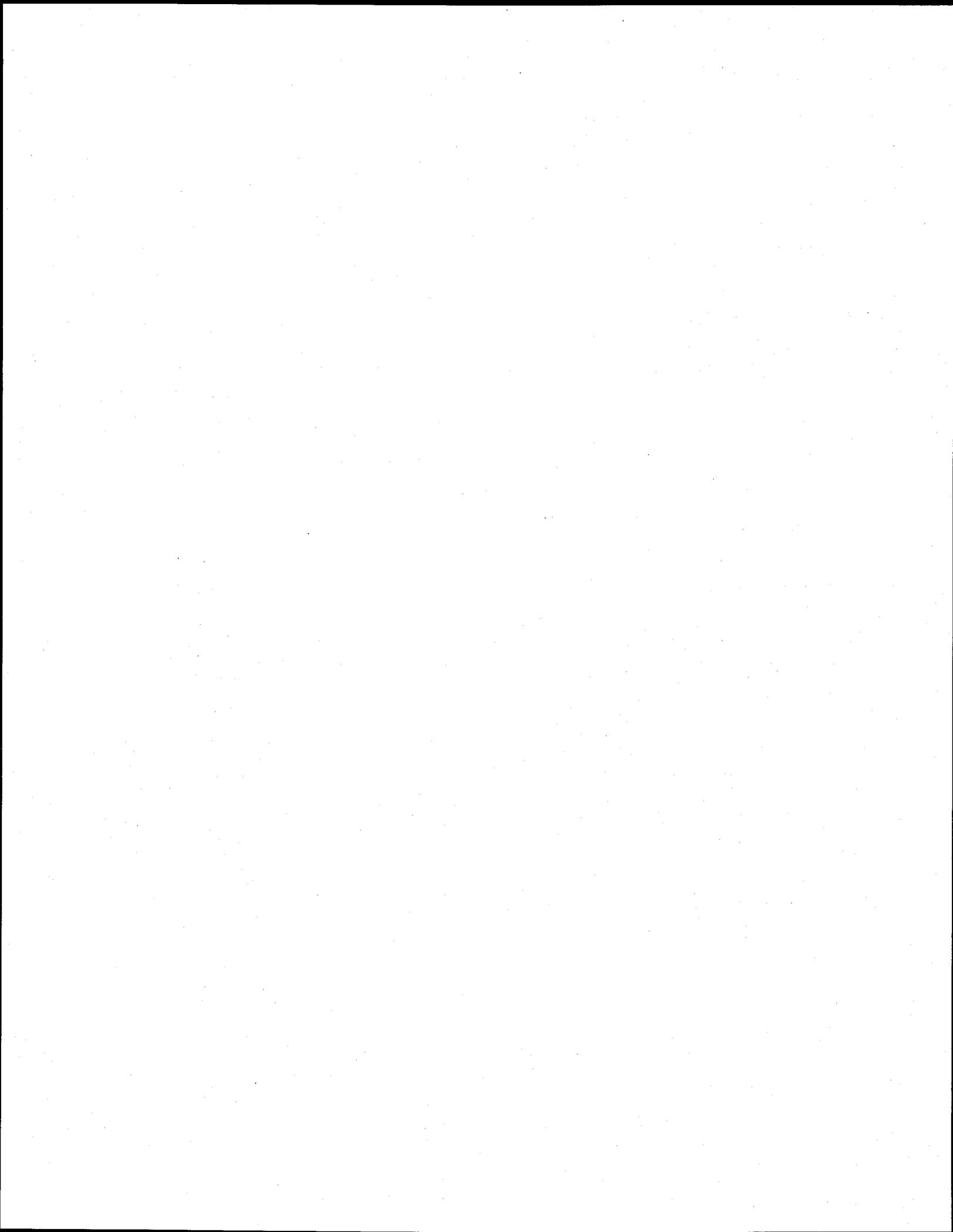
Task 4 Deliverable: The Contractor shall prepare a report of all work performed under Task 4. The Task 4 Deliverable shall be included in the Final Report.

Task 5: Medical Equipment and Devices Consultation

The Contractor shall make recommendations concerning the medical equipment required for the Project. The Contractor's analysis shall be directed towards ensuring the proposed equipment is adequate to support the clinical services and number of patient beds recommended in Task 2 above. The Contractor's analysis under Task 5 shall not include radiology or imaging equipment; this analysis shall be performed under Task 7, below. The Contractor shall provide the names and contact information for qualified U.S. sources of supply for each piece of recommended equipment. The Contractor shall:

- 5.1. Perform an analysis of the Grantee's preliminary list of medical equipment. The Grantee shall supply this information to the Contractor.
- 5.2. Prepare a comprehensive list of all medical equipment required for the Project. The list shall include:
 - Equipment specifications;
 - Product quantities;
 - Pricing information; and
 - Contact information for qualified U.S. sources of supply

Task 5 Deliverable: The Contractor shall prepare a report of all work performed under Task 5. The Task 5 Deliverable shall be included in the Final Report.



Task 6: Pharmacy Planning

The Contractor shall make recommendations concerning the Project's pharmaceutical needs, including inventory, procedures, and staffing requirements. The Contractor shall provide contact information for qualified U.S. sources of supply for each recommended product. The Contractor shall:

- 6.1. Prepare a pharmaceutical inventory list, including types and quantities of products required for the Project.
- 6.2. Recommend control procedures and storage and security standards for pharmaceutical products.
- 6.3. Recommend inventory tracking procedures, including the use of pharmacy software.

Task 6 Deliverable: The Contractor shall prepare a report of all work performed under Task 6. The Task 6 Deliverable shall be included in the Final Report.

Task 7: Radiology & Imaging Equipment Analysis

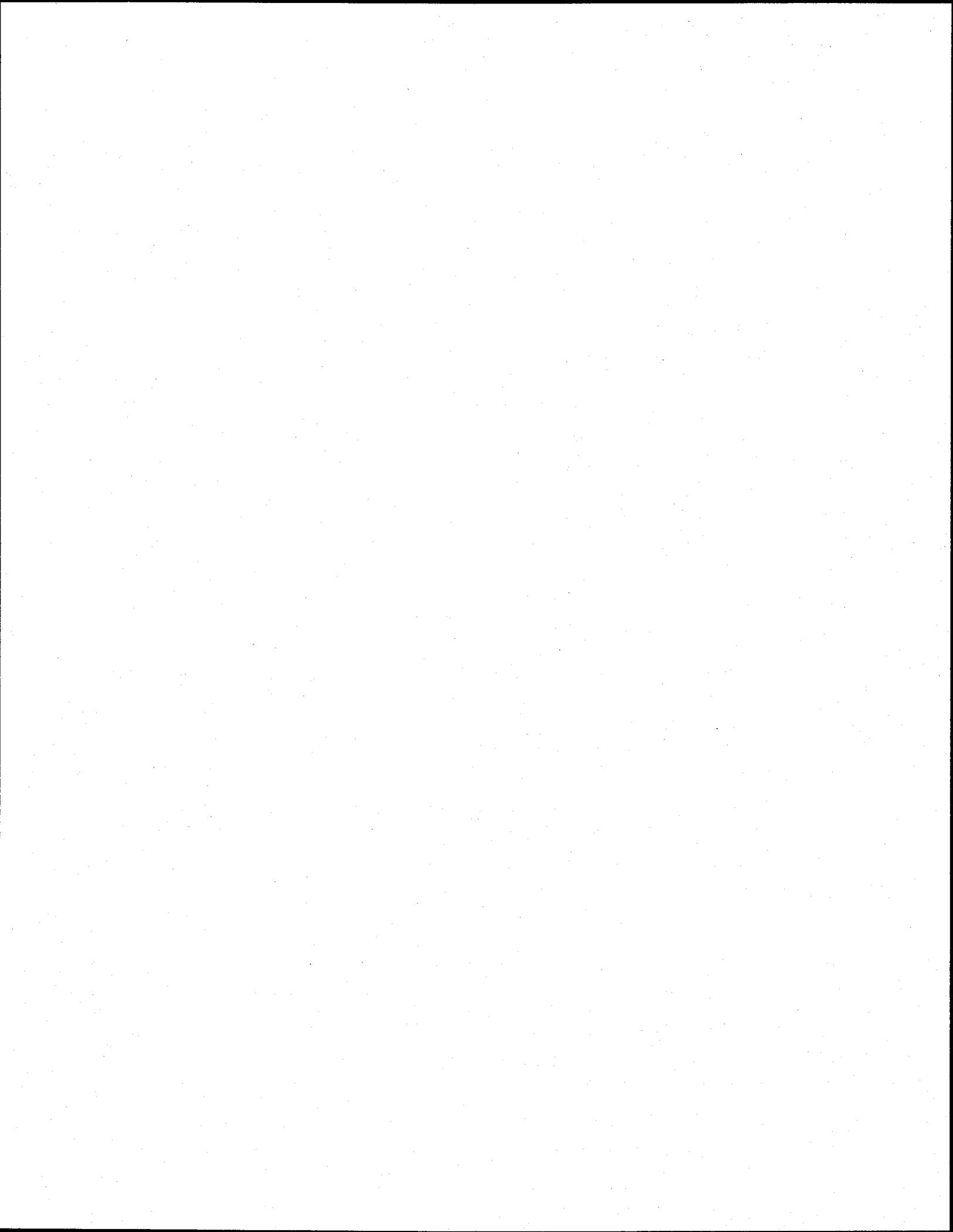
The Contractor shall make recommendations concerning the radiology and imaging equipment necessary for the Project. The Contractor shall provide contact information for qualified U.S. sources of supply for each piece of recommended equipment. The Contractor shall:

- 7.1. Perform an analysis of the radiology and imaging equipment and software requirements of the Project.
- 7.2. Prepare a comprehensive list of all radiology and imaging equipment and software required for the Project. The list shall include:
 - Equipment specifications;
 - Product quantities;
 - Pricing information; and
 - Contact information for qualified U.S. sources of supply

Task 7 Deliverable: The Contractor shall prepare a report of all work performed under Task 7. The Task 7 Deliverable shall be included in the Final Report.

Task 8: Hospital Information Systems (IS)/Information Technology (IT)

The Contractor shall make recommendations concerning the information systems and information technology needs of the Project. For each recommended piece of equipment, the Contractor shall provide contact information for qualified U.S. sources of supply. The Contractor shall:



- 8.1. Evaluate the Project's information systems and information technology needs. The Contractor's analysis shall include, at least:
- Collection and analysis of clinical information;
 - Creation of an integrated data base; and
 - Administrative functions such as accounting, patient billing, purchasing, inventory, and distribution of supplies, medicine and other consumables.

8.2. Prepare a comprehensive list of all information systems and information technology equipment and software required for the Project.

8.3. Recommend specific training and education programs to support the implementation of the technologies recommended in Task 8.2 above.

Task 8 Deliverable: The Contractor shall prepare a report of all work performed under Task 8. The Task 8 Deliverable shall be included in the Final Report.

Task 9: Telemedicine Consulting Services

The Contractor shall make recommendations concerning the equipment required to support telemedicine services for the Project. For each recommended piece of equipment, the Contractor shall provide contact information for qualified U.S. sources of supply. The Contractor shall:

9.1. Provide an assessment of the Grantee's proposed telemedicine program. Prepare a comprehensive list of all telemedicine equipment and software required for the Project, including pricing information and contact information for qualified U.S. sources of supply, to support both medical training and patient diagnostic applications.

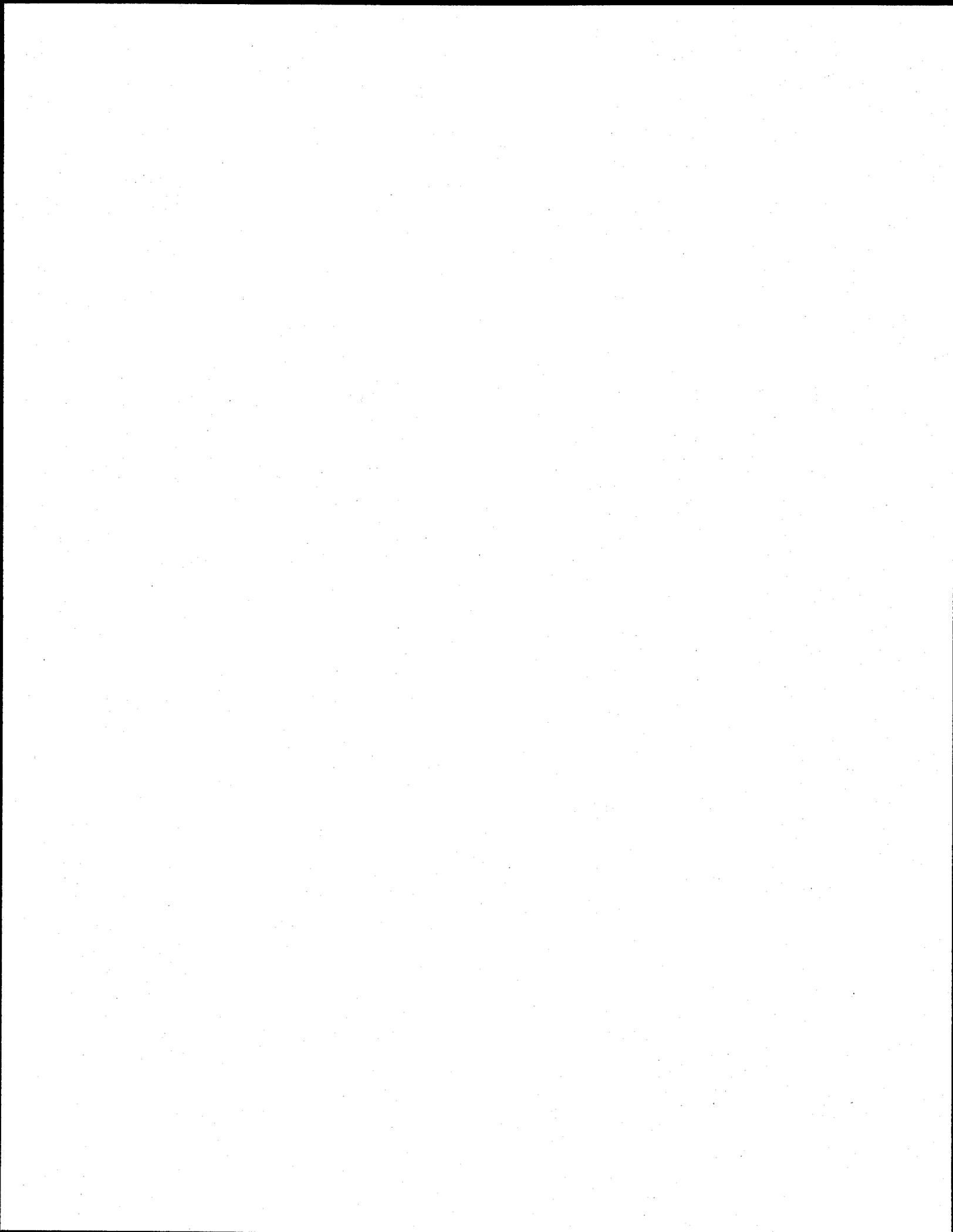
9.2. Provide an assessment of potential contractual partnerships with U.S. medical schools and healthcare systems and hospitals for purposes of telecommunicated training and patient diagnosis and treatment consultations.

Task 9 Deliverable: The Contractor shall prepare a report of all work performed under Task 9. The Task 9 Deliverable shall be included in the Final Report.

Task 10: Patient Sponsorship Outreach

The Contractor shall make recommendations concerning the Grantee's proposed patient sponsorship program, and contact prospective sponsors to assess their interest. The goal of the program is to identify private sector sponsors who will fund the costs of medical treatment for patients who could not otherwise afford care. The Contractor shall:

10.1. Identify at least ten prospective sponsors in the Lagos area. The Contractor shall contact each of the identified prospective sponsors and arrange an in-person



meeting to discuss sponsorship opportunities for the Project. The Contractor shall be accompanied to each meeting by a representative of the Grantee.

- 10.2. Document the outcomes of each of the meetings conducted in Task 10.1 above, and provide an assessment of the interest and commitment of the prospective sponsors. The Contractor's report shall include contact information for each of the prospective sponsors.

Task 10 Deliverable: The Contractor shall prepare a report of all work performed under Task 10. The Task 10 Deliverable shall be included in the Final Report.

Task 11: Developmental Impact Assessment

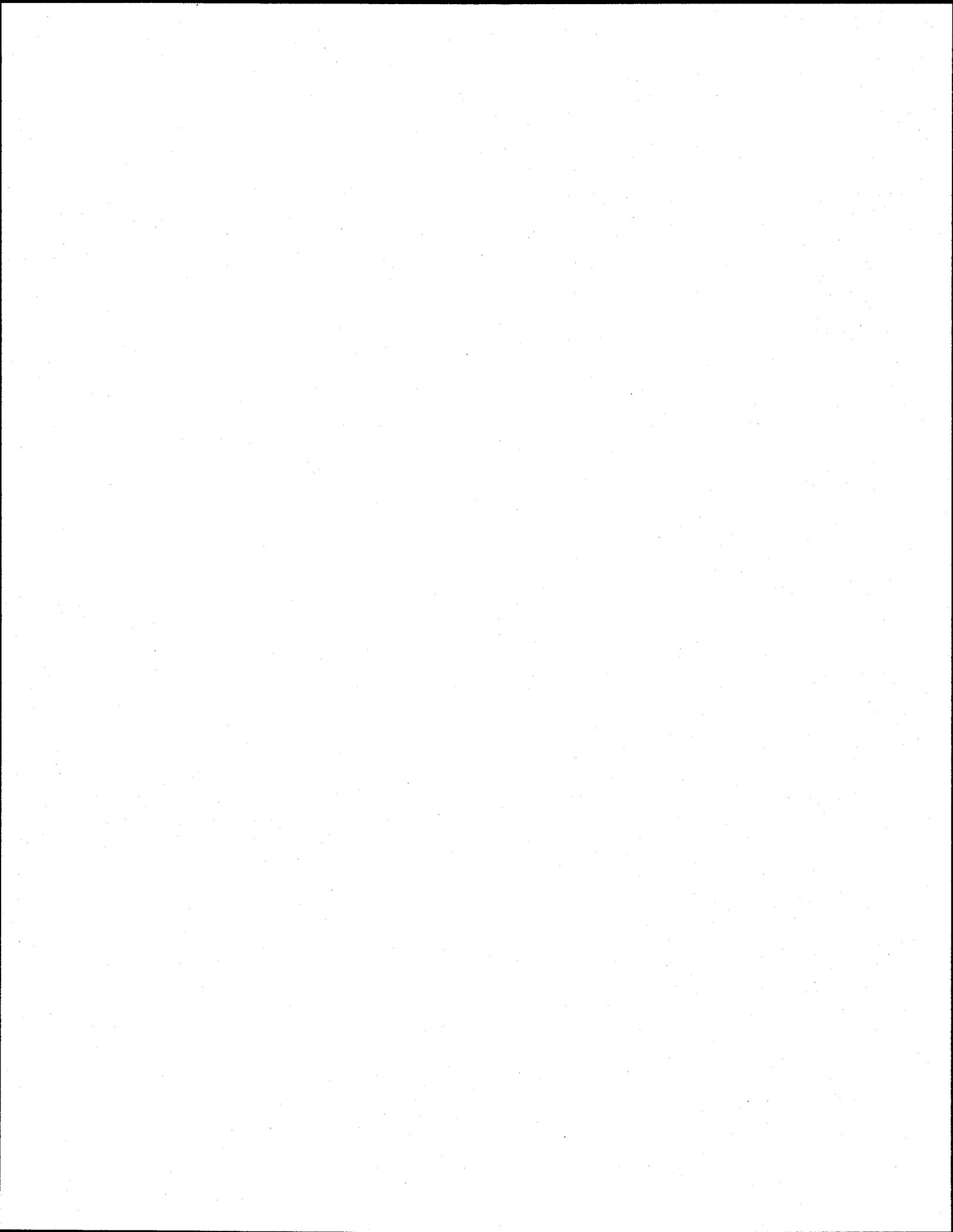
The Contractor shall assess the development benefits associated with the Project. The assessment shall include examples of the development benefits that would be expected in Nigeria if the Project is implemented. The assessment shall give emphasis to:

- 11.1. *Infrastructure:* improvements in the physical, financial, and social infrastructure of Nigeria.
- 11.2. *Technology Transfer and Productivity Improvements:* introduction of advanced technologies and improvement of processes that stimulate greater economic productivity.
- 11.3. *Human Capacity Building:* new job opportunities, sustained employment, or advanced training to upgrade the capability of the workforce.
- 11.4. *Market-Oriented Reforms:* transparency and private sector participation.
- 11.5. *Other/Spin-Off Effects:* any other developmental benefits derived from the Project including, for example, improved quality and availability of medical care, etc.

Task 11 Deliverable: The Contractor shall prepare a report of all work performed under Task 11. The Task 11 Deliverable shall be included in the Final Report.

Task 12: Preliminary Environmental Impact Assessment

The Contractor shall prepare a Preliminary Environmental Impact Assessment that identifies any potential negative and positive environmental impacts resulting from the Project. This Assessment shall include reference to local requirements and requirements of multi-lateral lending agencies, such as the World Bank and African Development Bank. The Contractor shall make recommendations to mitigate any potentially negative environmental impacts. The Contractor's recommendations shall make reference to any special requirements for the safe disposal of medical waste.



Task 12 Deliverable: The Contractor shall prepare a report of all work performed under Task 12. The Task 12 Deliverable shall be included in the Final Report.

Task 13: Program Overview/Recommendations Review

The Contractor shall orally present all work completed under Tasks 1-12 above to the Grantee in order to give the Grantee an opportunity to analyze and comment on the Contractor's recommendations for the Project.

Task 13 Deliverable: The Contractor shall prepare a report of all work performed under Task 13. The Task 13 Deliverable shall be included in the Final Report.

Task 14: Project Workshops in Lagos

The Contractor shall develop and deliver at least three one-day workshops for healthcare and government officials and other project stakeholders in Lagos, Nigeria. To the extent practicable, the workshops shall include U.S. Government officials, U.S. firms, prospective financiers, Nigerian Federal and State Ministry of Health Officials, owners of private hospitals in Lagos, and consumer groups. The workshop shall take place in a facility provided by the Grantee. The Contractor shall be responsible for providing all materials and handouts required for the workshop. The workshops shall take place following the completion of Task 13 above.

The purpose of the workshops is to build support for the Project among potential stakeholders and to highlight ways in which the Contractor may develop similar consultancies for other Nigerian healthcare sector stakeholders.

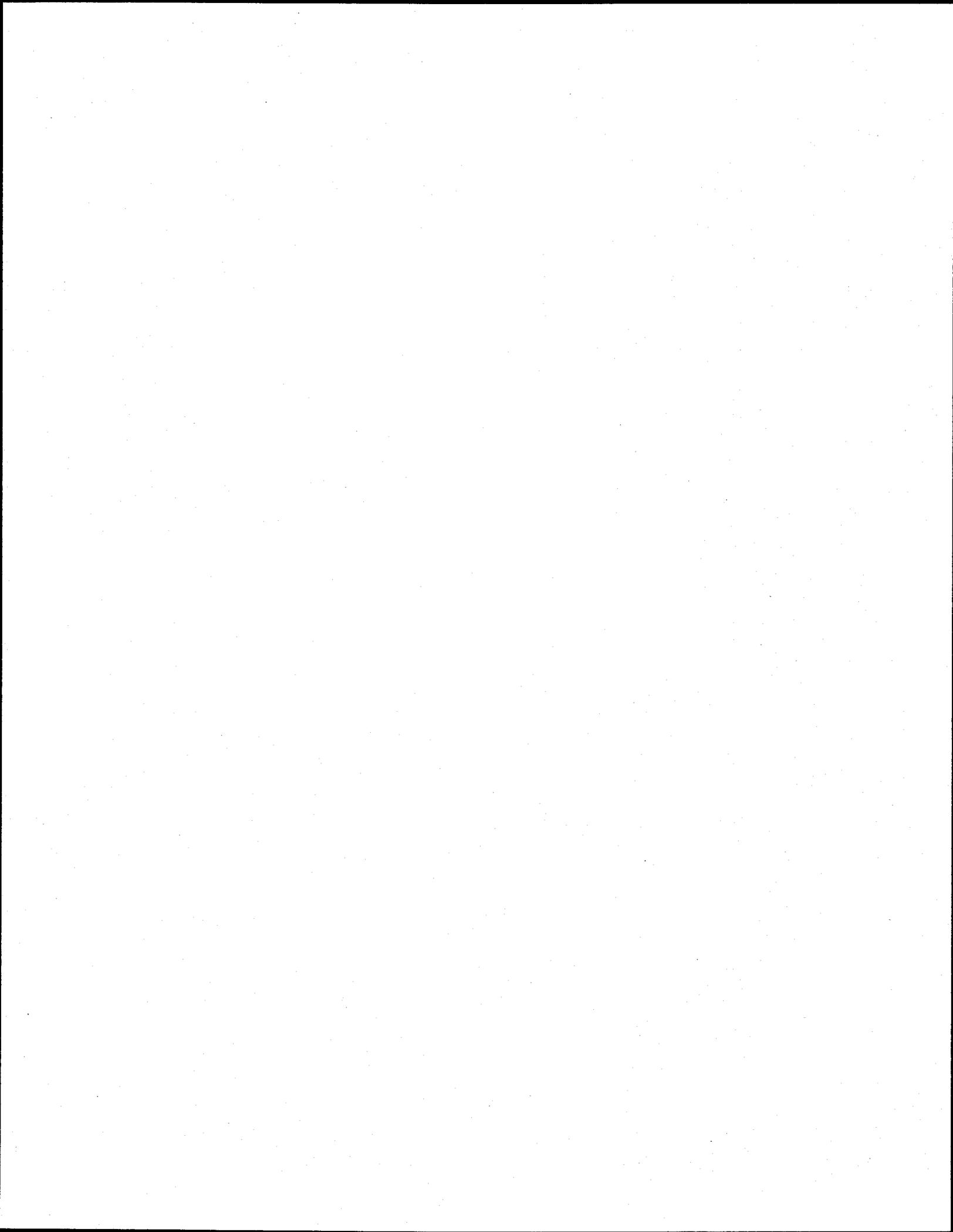
Task 14 Deliverable: The Contractor shall prepare a report of all work performed under Task 14. The Task 14 Deliverable shall be included in the Final Report.

Task 15: Final Report

The Contractor shall prepare and deliver to the Grantee and USTDA a substantive and comprehensive final report of all work performed under these Terms of Reference ("Final Report"). The Final Report shall be organized according to the above tasks, and shall include all deliverables and documents that have been provided to the Grantee. The Final Report shall be prepared in accordance with Clause I of Annex II of the Grant Agreement.

Notes:

- (1) The Contractor is responsible for compliance with U.S. export licensing requirements, if applicable, in the performance of the Terms of Reference.
- (2) The Contractor and the Grantee shall be careful to ensure that the public version of the Final Report contains no security or confidential information.



- (3) The Grantee and USTDA shall have an irrevocable, worldwide, royalty-free, non-exclusive right to use and distribute the Final Report and all work product that is developed under these Terms of Reference.



Annex II

USTDA Mandatory Contract Clauses

A. USTDA Mandatory Clauses Controlling

The parties to this contract acknowledge that this contract is funded in part by the U.S. Trade and Development Agency ("USTDA") under the Grant Agreement between the Government of the United States of America acting through USTDA and Children's American Medical Center Limited, a private company registered in Lagos, Nigeria, ("Client"), dated _____ ("Grant Agreement"). The Client has selected Children's National Medical Center ("Contractor") to perform the technical assistance ("TA") for the Children's Hospital project ("Project") in Nigeria ("Host Country"). Notwithstanding any other provisions of this contract, the following USTDA mandatory contract clauses shall govern. All subcontracts entered into by Contractor funded or partially funded with USTDA Grant funds shall include these USTDA mandatory contract clauses, except for clauses B(1), G, H, I, and J. In addition, in the event of any inconsistency between the Grant Agreement and any contract or subcontract thereunder, the Grant Agreement shall be controlling.

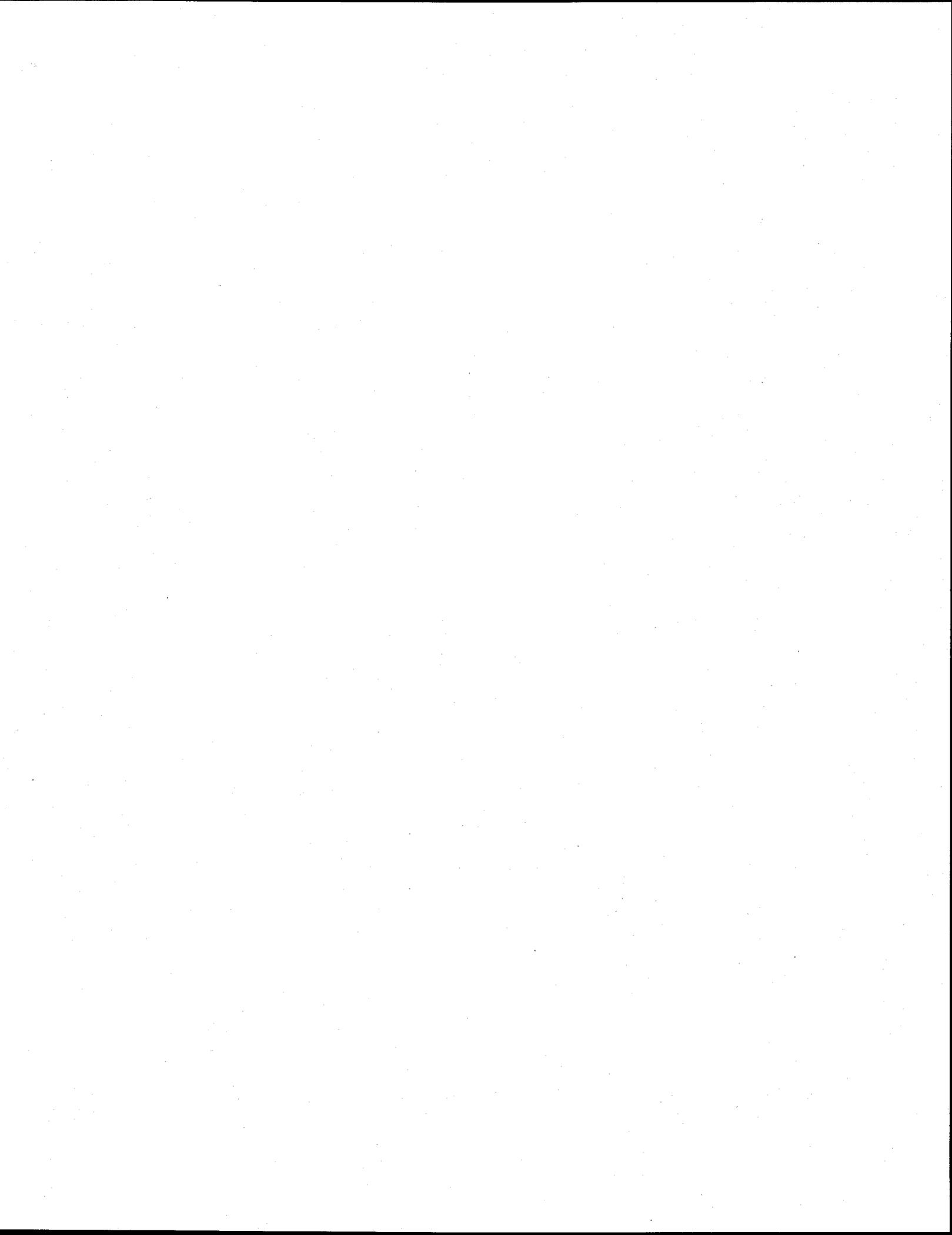
B. USTDA as Financier

(1) USTDA Approval of Contract

All contracts funded under the Grant Agreement, and any amendments thereto, including assignments and changes in the Terms of Reference, must be approved by USTDA in writing in order to be effective with respect to the expenditure of USTDA Grant funds. USTDA will not authorize the disbursement of USTDA Grant funds until the contract has been formally approved by USTDA or until the contract conforms to modifications required by USTDA during the contract review process.

(2) USTDA Not a Party to the Contract

It is understood by the parties that USTDA has reserved certain rights such as, but not limited to, the right to approve the terms of this contract and amendments thereto, including assignments, the selection of all contractors, the Terms of Reference, the Final Report, and any and all documents related to any contract funded under the Grant Agreement. The parties hereto further understand and agree that USTDA, in reserving any or all of the foregoing approval rights, has acted solely as a financing entity to assure the proper use of United States Government funds, and that any decision by USTDA to exercise or refrain from exercising these approval rights shall be made as a financier in the course of financing the TA and shall not be construed as making USTDA a party to the contract. The parties hereto understand and agree that USTDA may, from time to time, exercise the foregoing approval rights, or discuss matters related to these rights and the Project with the parties to the contract or any subcontract, jointly or separately, without thereby incurring any responsibility or



liability to such parties. Any approval or failure to approve by USTDA shall not bar the Client or USTDA from asserting any right they might have against the Contractor, or relieve the Contractor of any liability which the Contractor might otherwise have to the Client or USTDA.

C. Nationality, Source and Origin

Except as USTDA may otherwise agree, the following provisions shall govern the delivery of goods and services funded by USTDA under the Grant Agreement: (a) for professional services, the Contractor must be either a U.S. firm or U.S. individual; (b) the Contractor may use U.S. subcontractors without limitation, but the use of subcontractors from Host Country may not exceed twenty percent (20%) of the USTDA Grant amount and may only be used for specific services from the Terms of Reference identified in the subcontract; (c) employees of U.S. Contractor or U.S. subcontractor firms responsible for professional services shall be U.S. citizens or non-U.S. citizens lawfully admitted for permanent residence in the U.S.; (d) goods purchased for performance of the TA and associated delivery services (e.g., international transportation and insurance) must have their nationality, source and origin in the United States; and (e) goods and services incidental to TA support (e.g., local lodging, food, and transportation) in Host Country are not subject to the above restrictions. USTDA will make available further details concerning these provisions upon request.

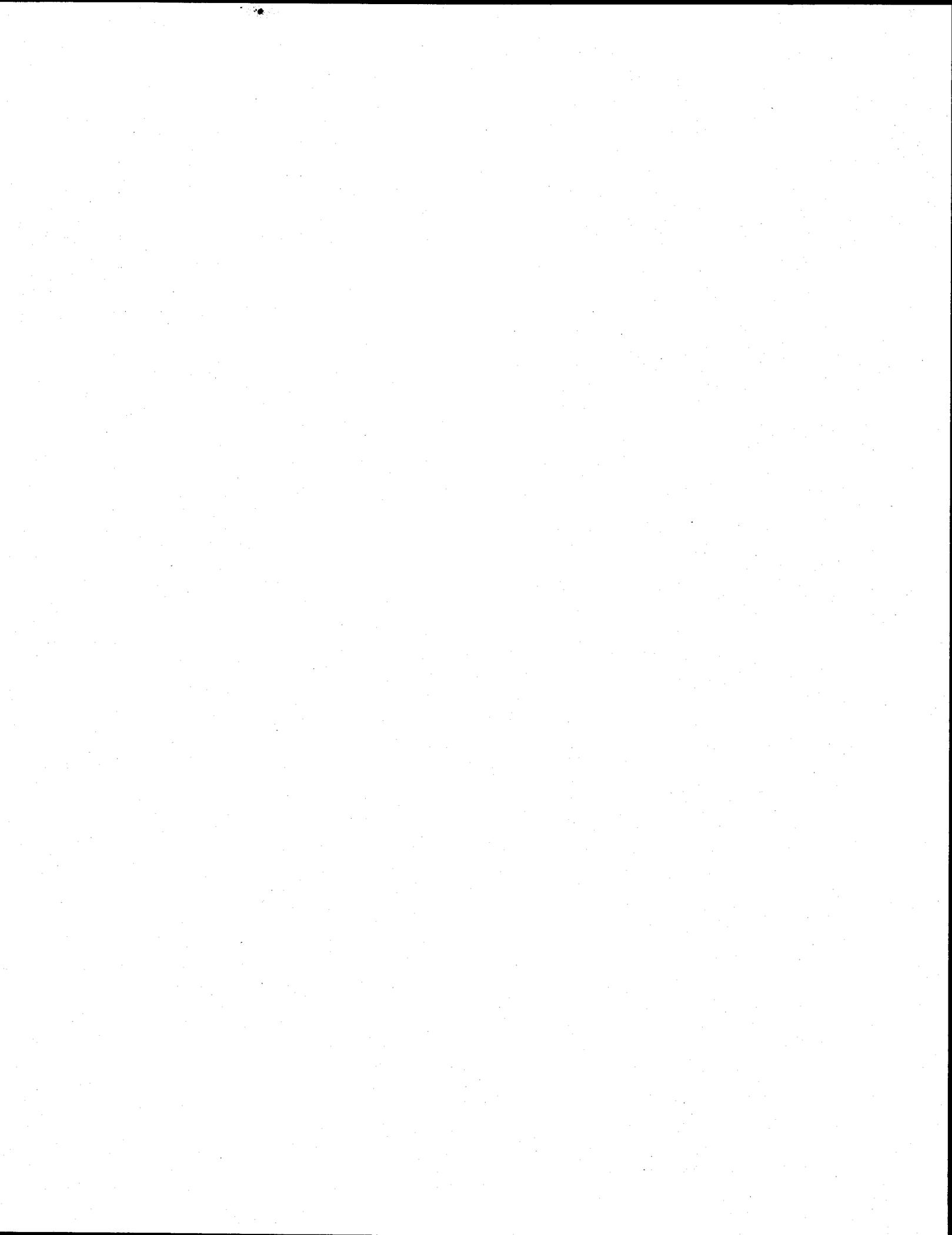
D. Recordkeeping and Audit

The Contractor and subcontractors funded under the Grant Agreement shall maintain, in accordance with generally accepted accounting procedures, books, records, and other documents, sufficient to reflect properly all transactions under or in connection with the contract. These books, records, and other documents shall clearly identify and track the use and expenditure of USTDA funds, separately from other funding sources. Such books, records, and documents shall be maintained during the contract term and for a period of three (3) years after final disbursement by USTDA. The Contractor and subcontractors shall afford USTDA, or its authorized representatives, the opportunity at reasonable times for inspection and audit of such books, records, and other documentation.

E. U.S. Carriers

(1) Air

Transportation by air of persons or property funded under the Grant Agreement shall be on U.S. flag carriers in accordance with the Fly America Act, 49 U.S.C. 40118, to the extent service by such carriers is available, as provided under applicable U.S. Government regulations.



(2) Marine

Transportation by sea of property funded under the Grant Agreement shall be on U.S. carriers in accordance with U.S. cargo preference law.

F. Workman's Compensation Insurance

The Contractor shall provide adequate Workman's Compensation Insurance coverage for work performed under this Contract.

G. Reporting Requirements

The Contractor shall advise USTDA by letter as to the status of the Project on March 1st annually for a period of two (2) years after completion of the Study. In addition, if at any time the Contractor receives follow-on work from the Client, the Contractor shall so notify USTDA and designate the Contractor's contact point including name, telephone, and fax number. Since this information may be made publicly available by USTDA, any information which is confidential shall be designated as such by the Contractor and provided separately to USTDA. USTDA will maintain the confidentiality of such information in accordance with applicable law.

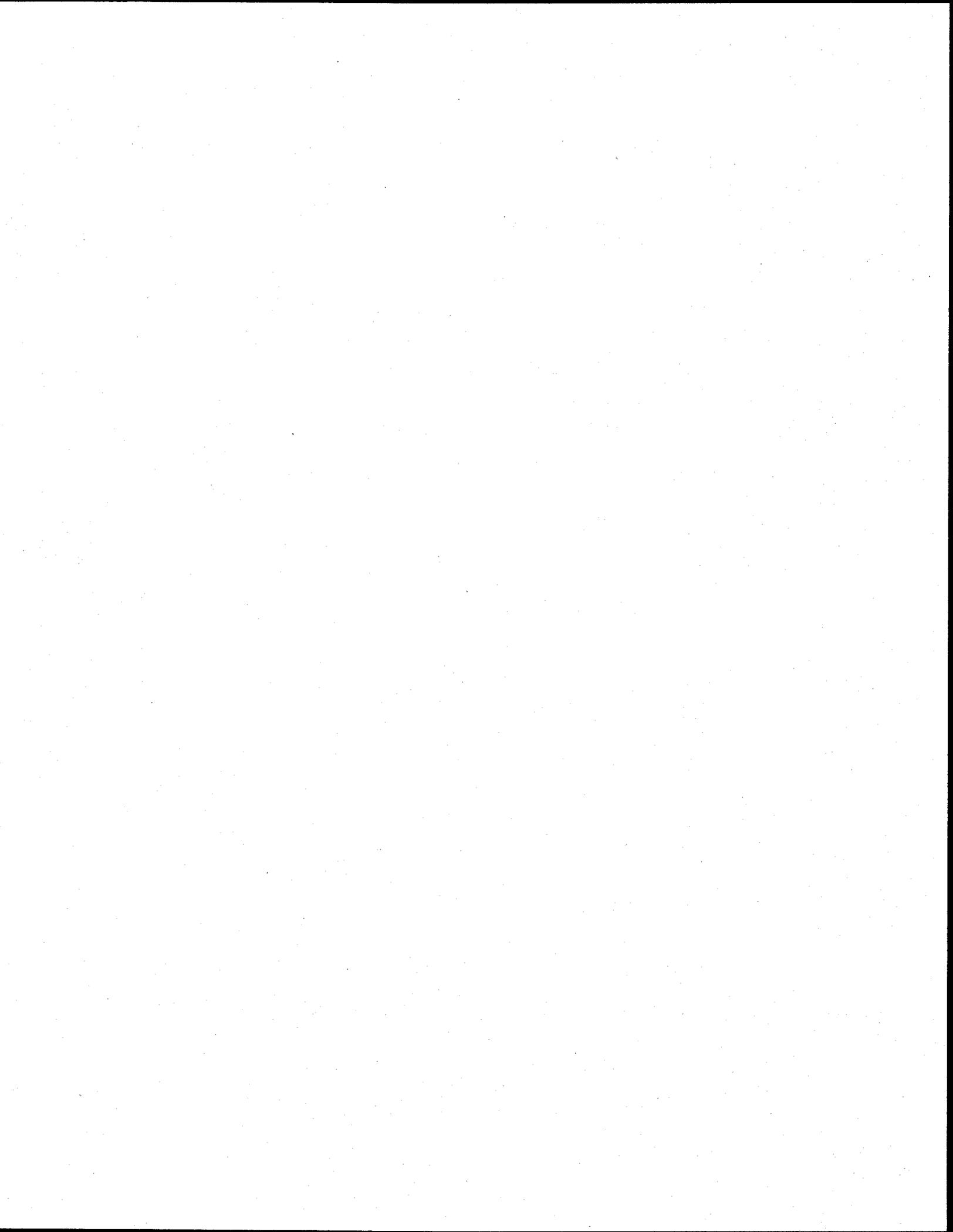
H. Disbursement Procedures

(1) USTDA Approval of Contract

Disbursement of Grant funds will be made only after USTDA approval of this contract. To make this review in a timely fashion, USTDA must receive from either the Client or the Contractor a photocopy of an English language version of a signed contract or a final negotiated draft version to the attention of the General Counsel's office at USTDA's address listed in Clause M below.

(2) Payment Schedule Requirements

A payment schedule for disbursement of Grant funds to the Contractor shall be included in this Contract. Such payment schedule must conform to the following USTDA requirements: (1) up to twenty percent (20%) of the total USTDA Grant amount may be used as a mobilization payment; (2) all other payments, with the exception of the final payment, shall be based upon contract performance milestones; and (3) the final payment may be no less than fifteen percent (15%) of the total USTDA Grant amount, payable upon receipt by USTDA of (i) an approved Final Report in accordance with the specifications and quantities, set forth in Clause H below, and (ii) the cost-share certification and cost breakdown, set forth in Clause K below. Invoicing procedures for all payments are described below.



(3) Contractor Invoice Requirements

USTDA will make all disbursements of USTDA Grant funds directly to the Contractor. The Contractor must provide USTDA with an ACH Vendor Enrollment Form (available from USTDA) with the first invoice. The Client shall request disbursement of funds by USTDA to the Contractor for performance of the contract by submitting the following to USTDA:

(a) Contractor's Invoice

The Contractor's invoice shall include reference to an item listed in the Contract payment schedule, the requested payment amount, and an appropriate certification by the Contractor, as follows:

(i) For a mobilization payment (if any):

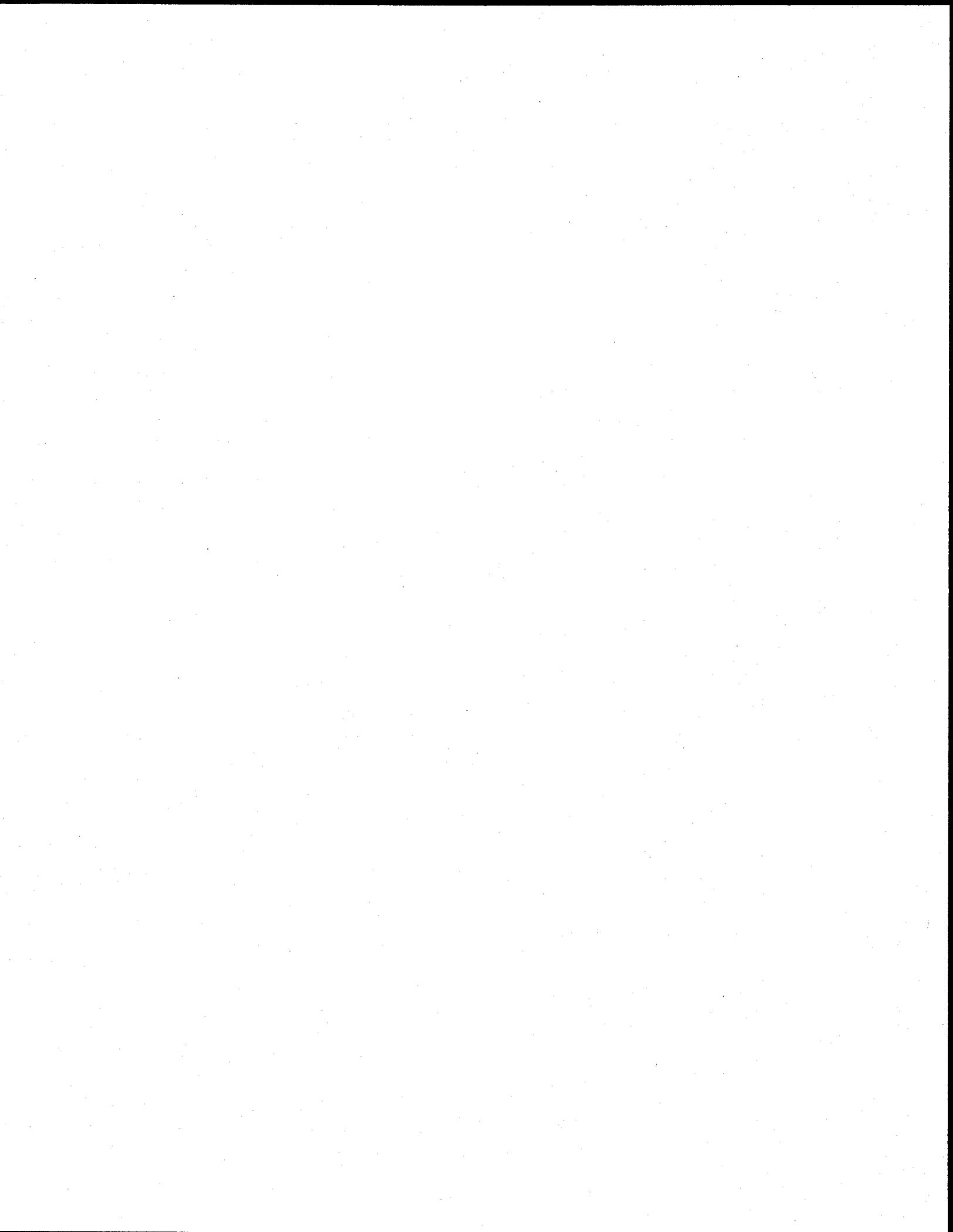
"As a condition for this mobilization payment, the Contractor certifies that it will perform all work in accordance with the terms of its Contract with the Client. To the extent that the Contractor does not comply with the terms and conditions of the Contract, including the USTDA mandatory provisions contained therein, it will, upon USTDA's request, make an appropriate refund to USTDA."

(ii) For contract performance milestone payments:

"The Contractor has performed the work described in this invoice in accordance with the terms of its contract with the Client and is entitled to payment thereunder. To the extent the Contractor has not complied with the terms and conditions of the Contract, including the USTDA mandatory provisions contained therein, it will, upon USTDA's request, make an appropriate refund to USTDA."

(iii) For final payment:

"The Contractor has performed the work described in this invoice in accordance with the terms of its contract with the Client and is entitled to payment thereunder. Specifically, the Contractor has submitted the Final Report to the Client, as required by the Contract, and received the Client's approval of the Final Report. To the extent the Contractor has not complied with the terms and conditions of the Contract, including the USTDA mandatory provisions contained therein, it will, upon USTDA's request, make an appropriate refund to USTDA."



(b) Client's Approval of the Contractor's Invoice

(i) The invoice for a mobilization payment must be approved in writing by the Client.

(ii) For contract performance milestone payments, the following certification by the Client must be provided on the invoice or separately:

"The services for which disbursement is requested by the Contractor have been performed satisfactorily, in accordance with applicable Contract provisions and the terms and conditions of the USTDA Grant Agreement."

(iii) For final payment, the following certification by the Client must be provided on the invoice or separately:

"The services for which disbursement is requested by the Contractor have been performed satisfactorily, in accordance with applicable Contract provisions and terms and conditions of the USTDA Grant Agreement. The Final Report submitted by the Contractor has been reviewed and approved by the Client."

(c) Third Party Consultant's Approval of the Contractor's Invoice

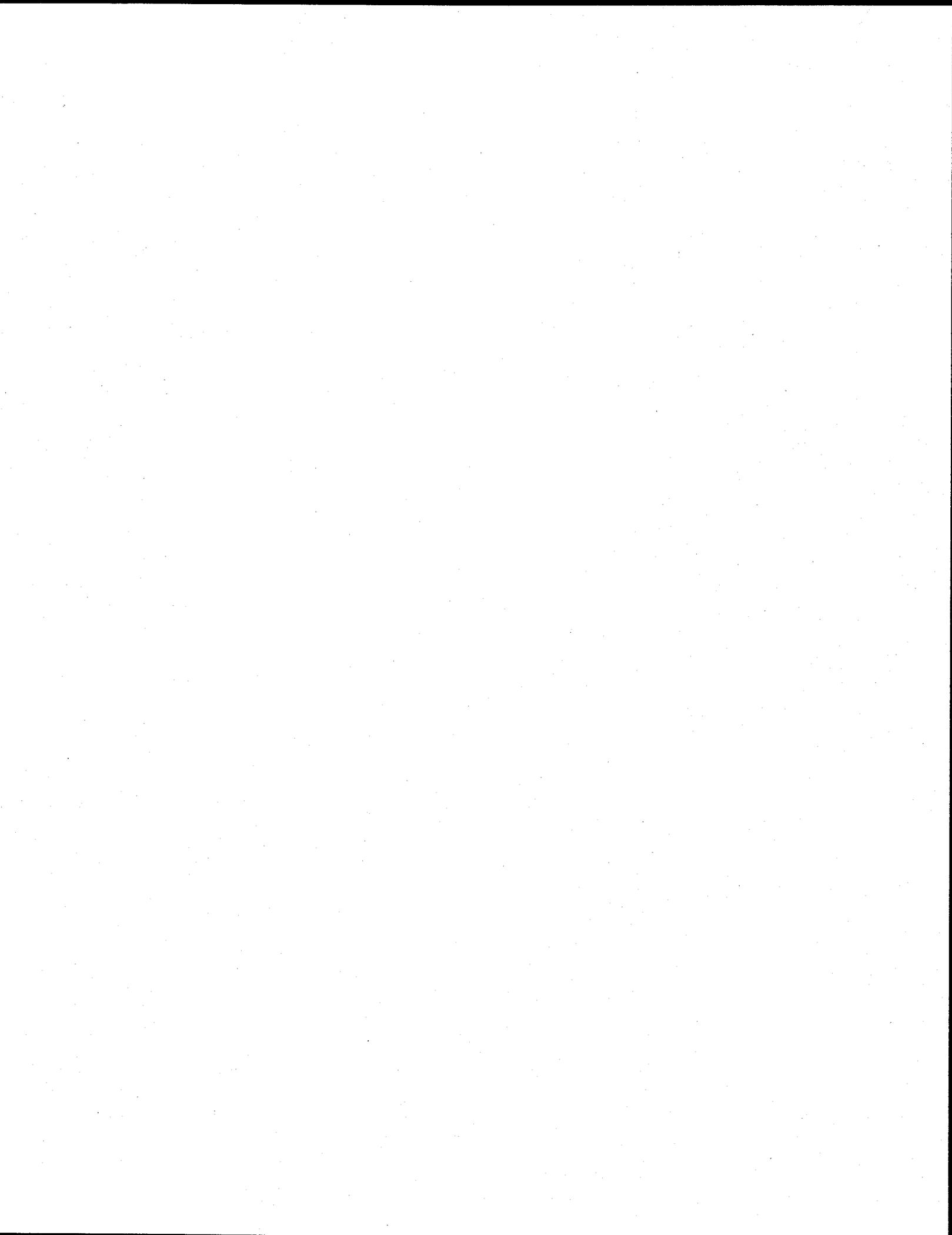
Prior to any disbursement by USTDA to the Contractor for performance of the Contract, the Contractor's deliverables and invoices shall be reviewed and approved by a third party consultant to be engaged by USTDA in its sole discretion.

(d) USTDA Address for Disbursement Requests

Requests for disbursement shall be submitted by courier or mail to the attention of the Finance Department at USTDA's address listed in Clause M below.

(4) Termination

In the event that the Contract is terminated prior to completion, the Contractor will be eligible, subject to USTDA approval, for reasonable and documented costs which have been incurred in performing the Terms of Reference prior to termination, as well as reasonable wind down expenses. Reimbursement for such costs shall not exceed the total amount of undisbursed Grant funds. Likewise, in the event of such termination, USTDA is entitled to receive from the Contractor all USTDA Grant funds previously disbursed to the Contractor (including but not limited to mobilization payments) which exceed the reasonable and documented costs incurred in performing the Terms of Reference prior to termination.



I. USTDA Final Report

(1) Definition

"Final Report" shall mean the Final Report described in the attached Annex I Terms of Reference or, if no such "Final Report" is described therein, "Final Report" shall mean a substantive and comprehensive report of work performed in accordance with the attached Annex I Terms of Reference, including any documents delivered to the Client.

(2) Final Report Submission Requirements

The Contractor shall provide the following to USTDA:

(a) One (1) complete version of the Final Report for USTDA's records. This version shall have been approved by the Client in writing and must be in the English language. It is the responsibility of the Contractor to ensure that confidential information, if any, contained in this version be clearly marked. USTDA will maintain the confidentiality of such information in accordance with applicable law.

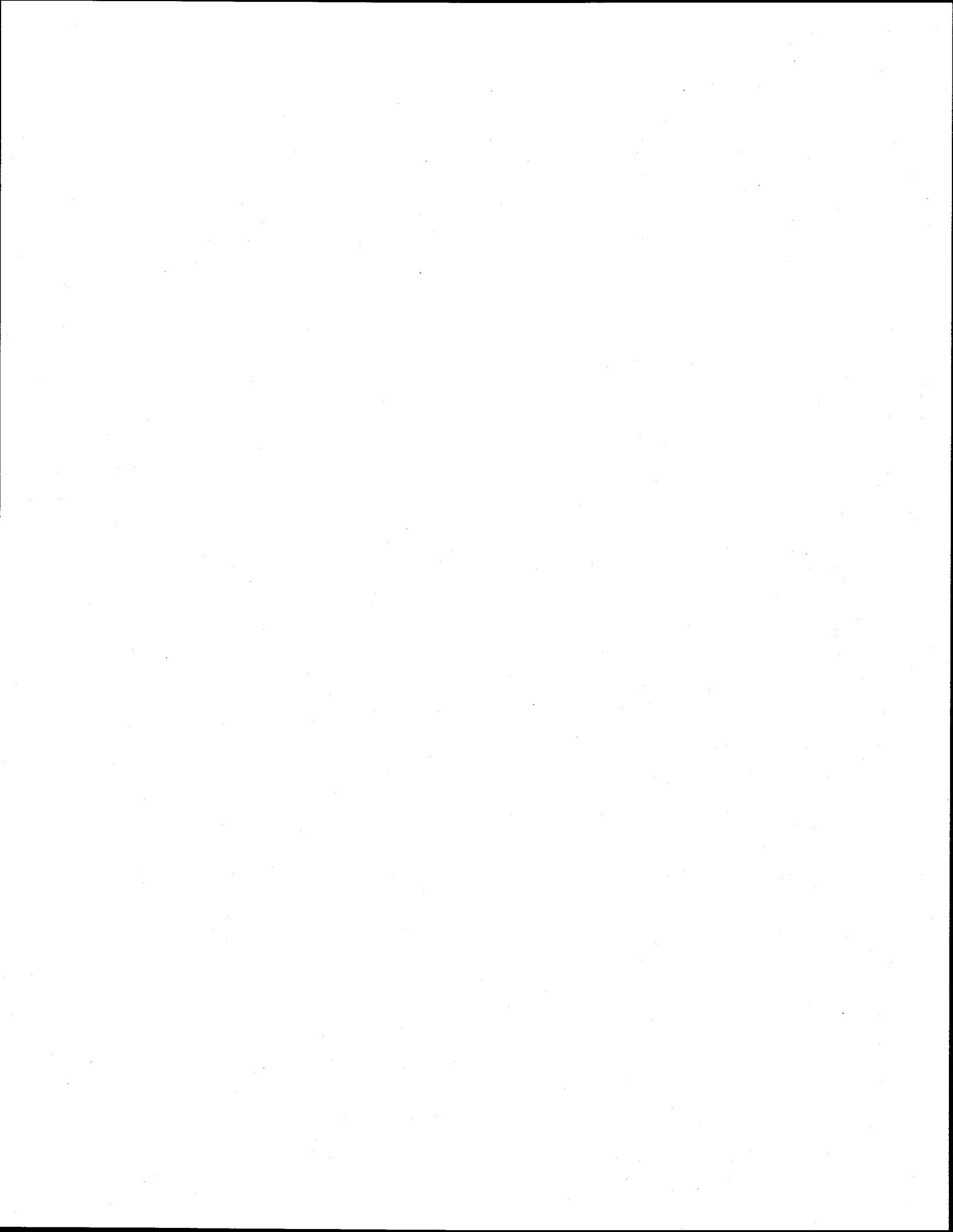
and

(b) One (1) copy of the Final Report suitable for public distribution ("Public Version"). The Public Version shall have been approved by the Client in writing and must be in the English language. As this version will be available for public distribution, it must not contain any confidential information. If the report in (a) above contains no confidential information, it may be used as the Public Version. In any event, the Public Version must be informative and contain sufficient Project detail to be useful to prospective equipment and service providers.

and

(c) Two (2) CD-ROMs, each containing a complete copy of the Public Version of the Final Report. The electronic files on the CD-ROMs shall be submitted in a commonly accessible read-only format. As these CD-ROMs will be available for public distribution, they must not contain any confidential information. It is the responsibility of the Contractor to ensure that no confidential information is contained on the CD-ROMs.

The Contractor shall also provide one (1) copy of the Public Version of the Final Report to the Foreign Commercial Service Officer or the Economic Section of the U.S. Embassy in Host Country for informational purposes.



(3) Final Report Presentation

All Final Reports submitted to USTDA must be paginated and include the following:

(a) The front cover of every Final Report shall contain the name of the Client, the name of the Contractor who prepared the report, a report title, USTDA's logo, and USTDA's mailing and delivery addresses. If the complete version of the Final Report contains confidential information, the Contractor shall be responsible for labeling the front cover of that version of the Final Report with the term "Confidential Version". The Contractor shall be responsible for labeling the front cover of the Public Version of the Final Report with the term "Public Version." The front cover of every Final Report shall also contain the following disclaimer:

"This report was funded by the U.S. Trade and Development Agency (USTDA), an agency of the U. S. Government. The opinions, findings, conclusions or recommendations expressed in this document are those of the author(s) and do not necessarily represent the official position or policies of USTDA. USTDA makes no representation about, nor does it accept responsibility for, the accuracy or completeness of the information contained in this report."

(b) The inside front cover of every Final Report shall contain USTDA's logo, USTDA's mailing and delivery addresses, and USTDA's mission statement. Camera-ready copy of USTDA Final Report specifications will be available from USTDA upon request.

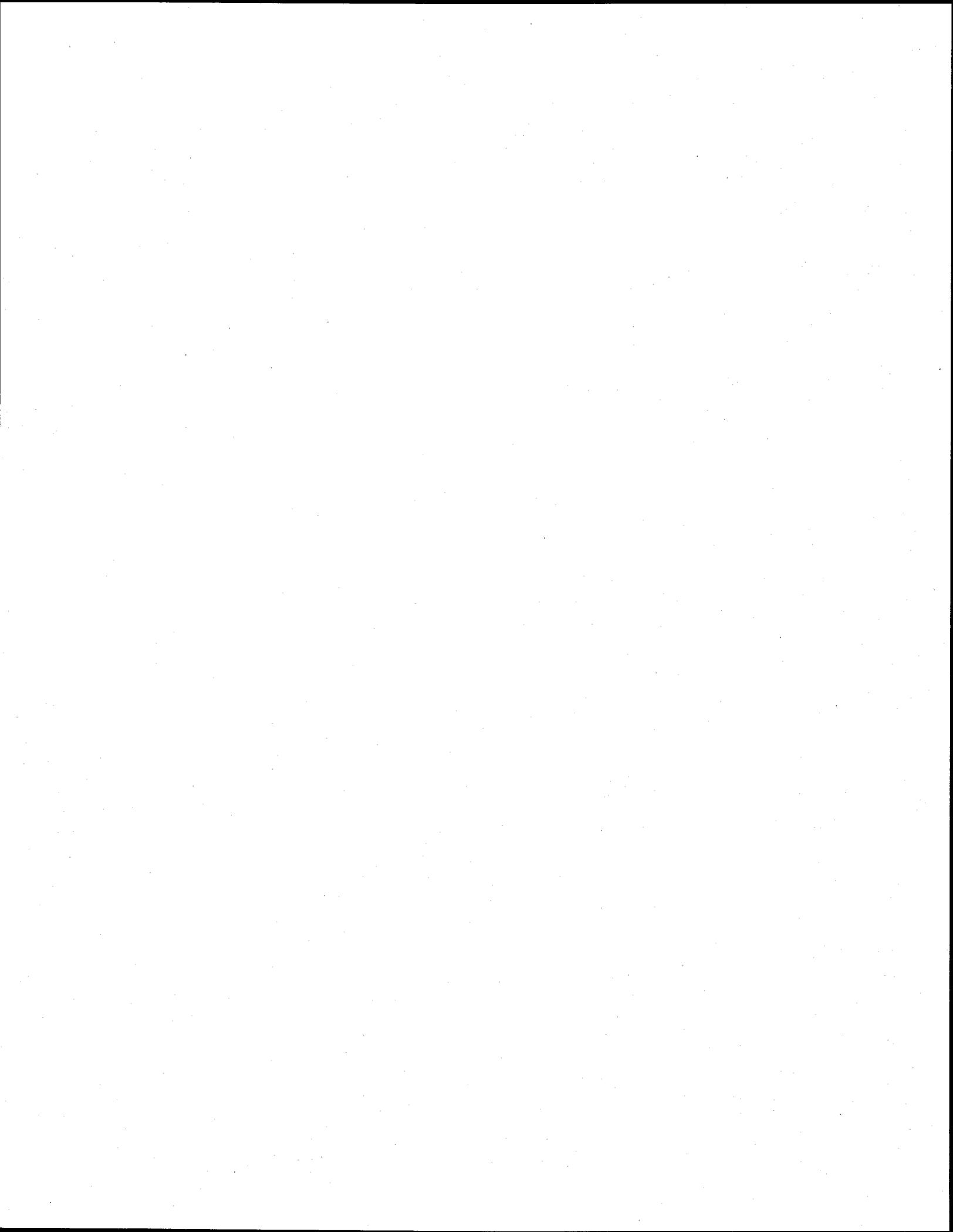
(c) The Contractor shall affix to the front of the CD-ROM a label identifying the Host Country, USTDA Activity Number, the name of the Client, the name of the Contractor who prepared the report, a report title, and the following language:

"The Contractor certifies that this CD-ROM contains the Public Version of the Final Report and that all contents are suitable for public distribution."

(d) The Contractor and any subcontractors that perform work pursuant to the Grant Agreement must be clearly identified in the Final Report. Business name, point of contact, address, telephone and fax numbers shall be included for Contractor and each subcontractor.

(e) The Final Report, while aiming at optimum specifications and characteristics for the Project, shall identify the availability of prospective U.S. sources of supply. Business name, point of contact, address, telephone and fax numbers shall be included for each commercial source.

(f) The Final Report shall be accompanied by a letter or other notation by the Client which states that the Client approves the Final Report. A certification by



the Client to this effect provided on or with the invoice for final payment will meet this requirement.

J. Modifications

All changes, modifications, assignments or amendments to this contract, including the appendices, shall be made only by written agreement by the parties hereto, subject to written USTDA approval.

K. TA Schedule

(1) TA Completion Date

The completion date for the TA, which is July 1, 2011, is the date by which the parties estimate that the TA will have been completed. In the event that the TA cannot be completed by the Completion Date above, the Grantee shall, by a written notification to USTDA on or before 30 days to the estimated completion date, state the reasons why the Completion Date may not be attained and propose a new Completion Date.

(2) Time Limitation on Disbursement of USTDA Grant Funds

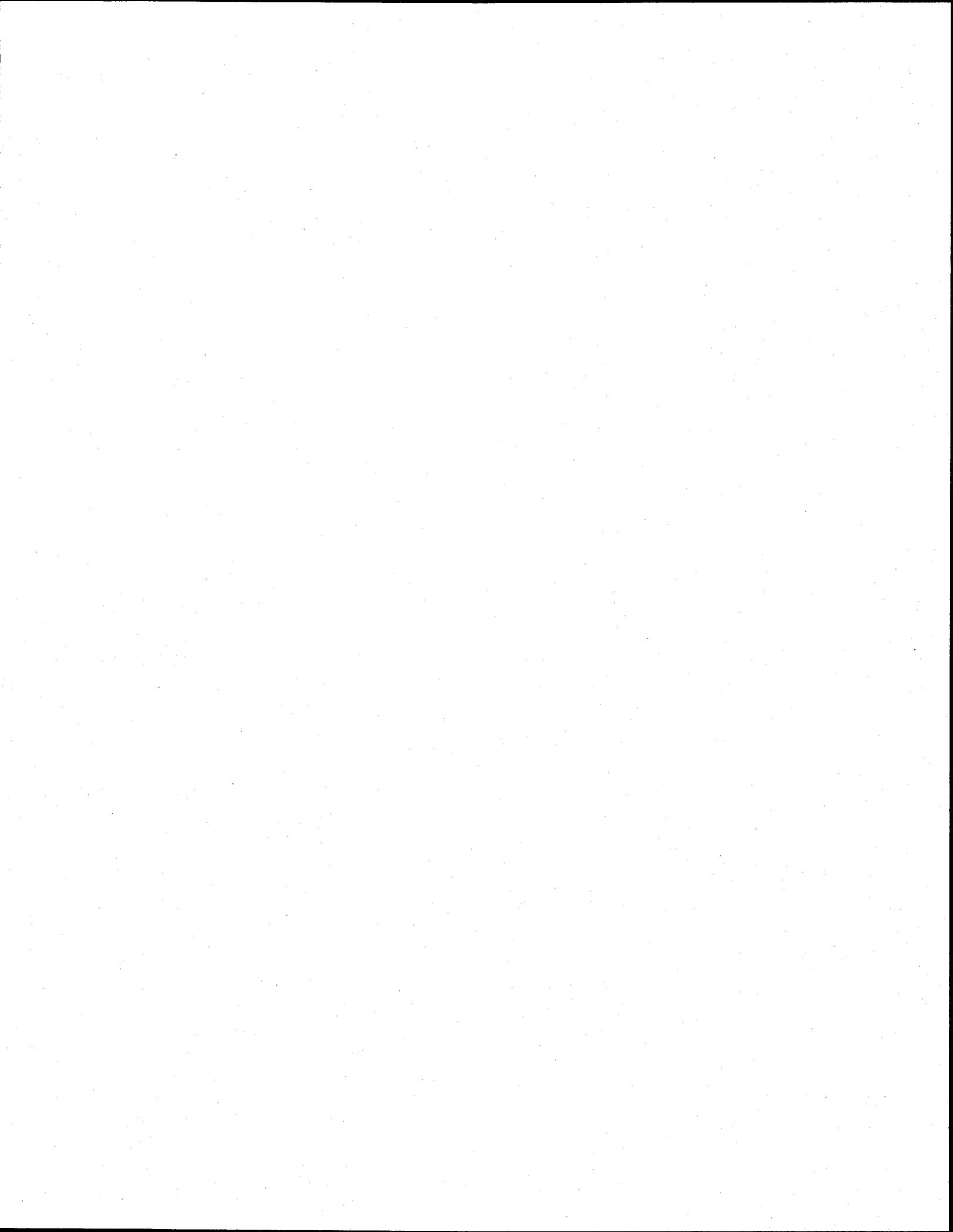
Except as USTDA may otherwise agree, (a) no USTDA funds may be disbursed under this contract for goods and services which are provided prior to the Effective Date of the Grant Agreement; and (b) all funds made available under the Grant Agreement must be disbursed within four (4) years from the Effective Date of the Grant Agreement.

L. Business Practices

The Contractor agrees not to pay, promise to pay, or authorize the payment of any money or anything of value, directly or indirectly, to any person (whether a governmental official or private individual) for the purpose of illegally or improperly inducing anyone to take any action favorable to any party in connection with the TA. The Client agrees not to receive any such payment. The Contractor and the Client agree that each will require that any agent or representative hired to represent them in connection with the TA will comply with this paragraph and all laws which apply to activities and obligations of each party under this Contract, including but not limited to those laws and obligations dealing with improper payments as described above.

M. USTDA Address and Fiscal Data

Any communication with USTDA regarding this Contract shall be sent to the following address and include the fiscal data listed below:



U.S. Trade and Development Agency
1000 Wilson Boulevard, Suite 1600
Arlington, Virginia 22209-3901
USA

Phone: (703) 875-4357
Fax: (703) 875-4009

Fiscal Data:

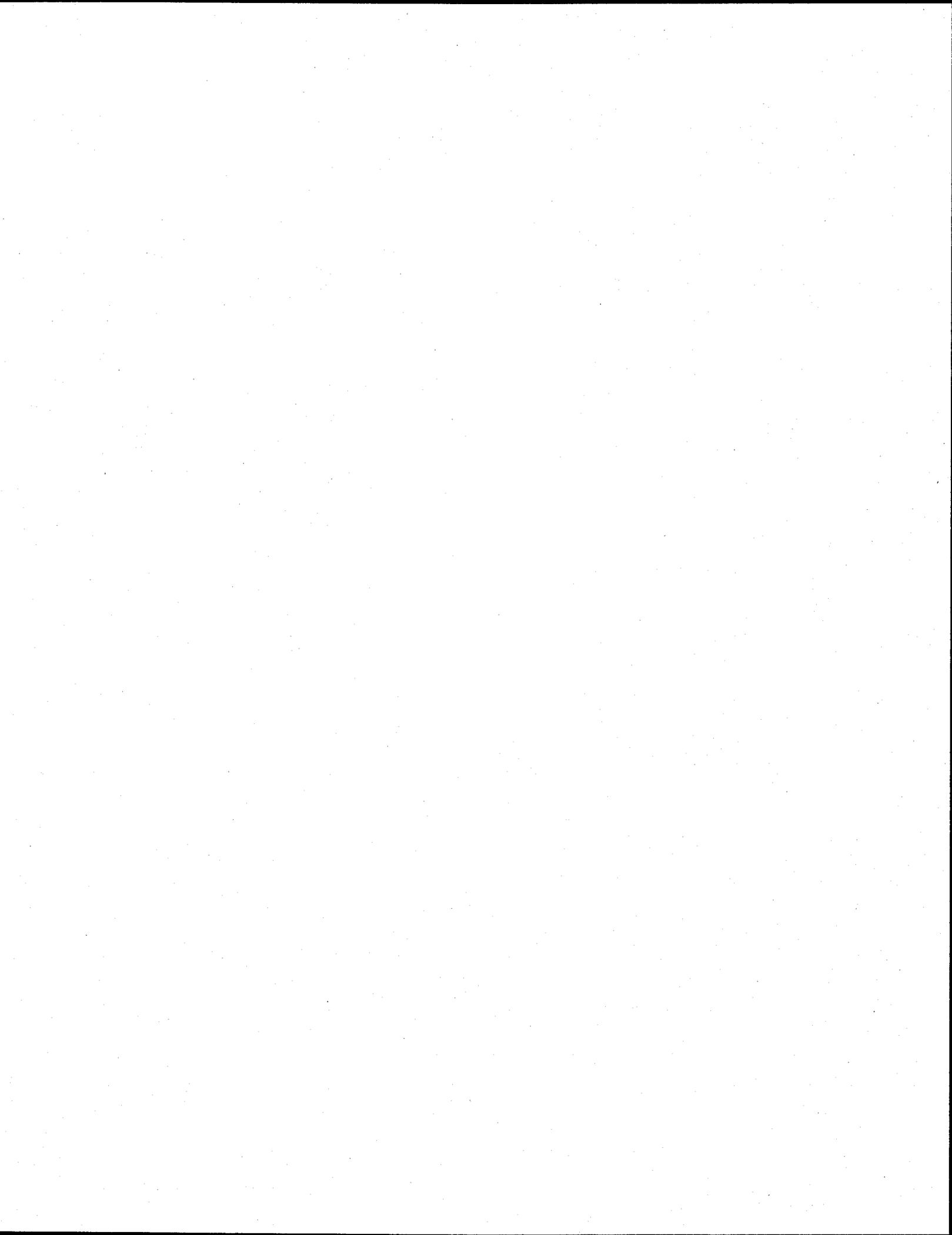
Appropriation No.: 1110/111001
Activity No.: 2010-11020A
Reservation No.: 2010110023
Grant No.: GH2010110007

N. Definitions

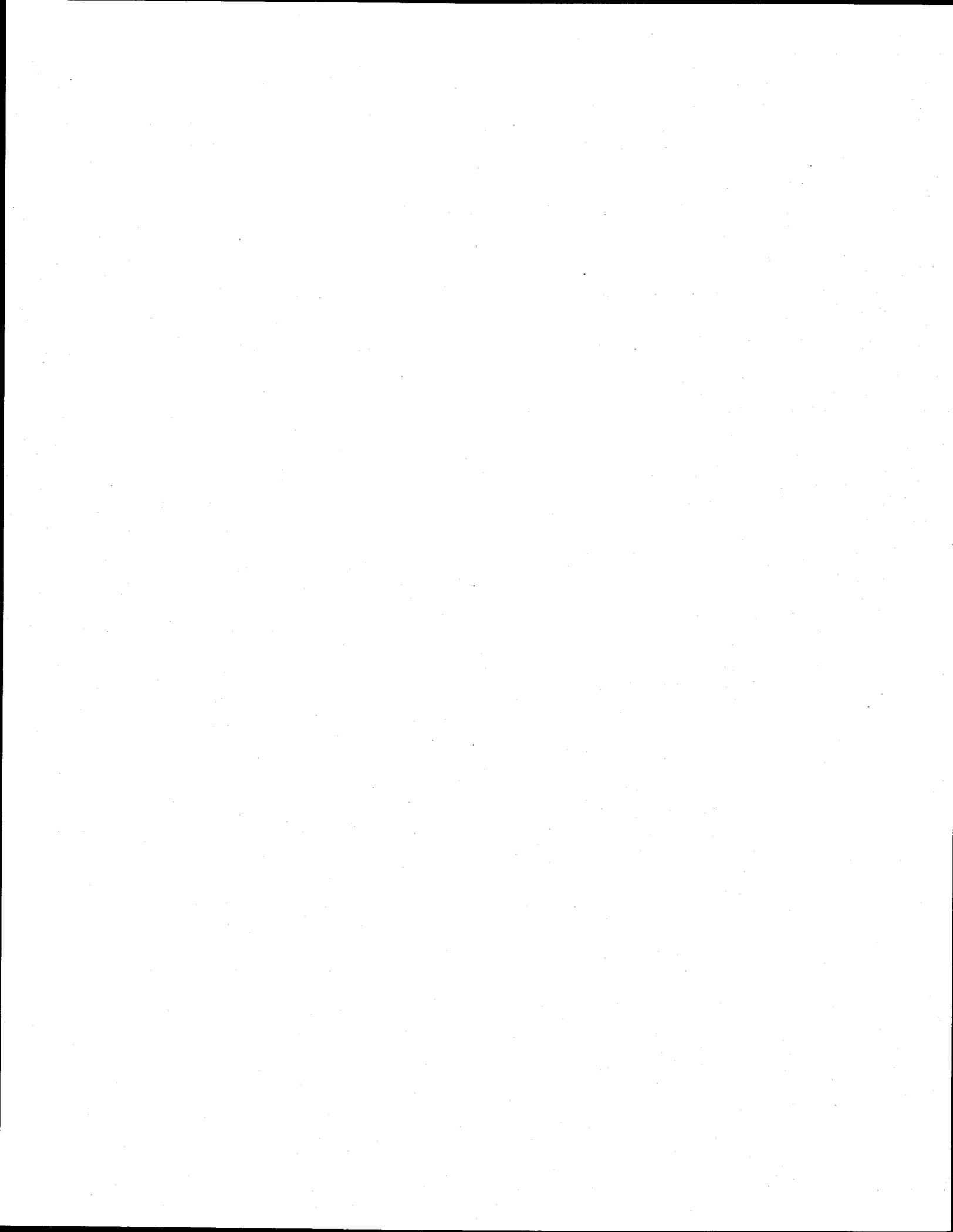
All capitalized terms not otherwise defined herein shall have the meaning set forth in the Grant Agreement.

O. Taxes

USTDA funds provided under the Grant Agreement shall not be used to pay any taxes, tariffs, duties, fees or other levies imposed under laws in effect in Host Country. Neither the Client nor the Contractor will seek reimbursement from USTDA for such taxes, tariffs, duties, fees or other levies.



ANNEX 5



Terms of Reference

The Grantee is a start-up pediatric hospital in Lagos, Nigeria. To date, the Grantee has raised equity towards the development of a business plan, the acquisition of land for the hospital, and preliminary architectural design work. The purpose of this TA is to support the development of CAMC by making recommendations to the Grantee concerning equipment, methods and procedures required of a pediatric hospital to meet international healthcare standards. The Contractor's recommendations shall be consistent with the standards set forth by the Joint Commission for International Accreditation.

Task 1: Kickoff Meeting and Work Plan

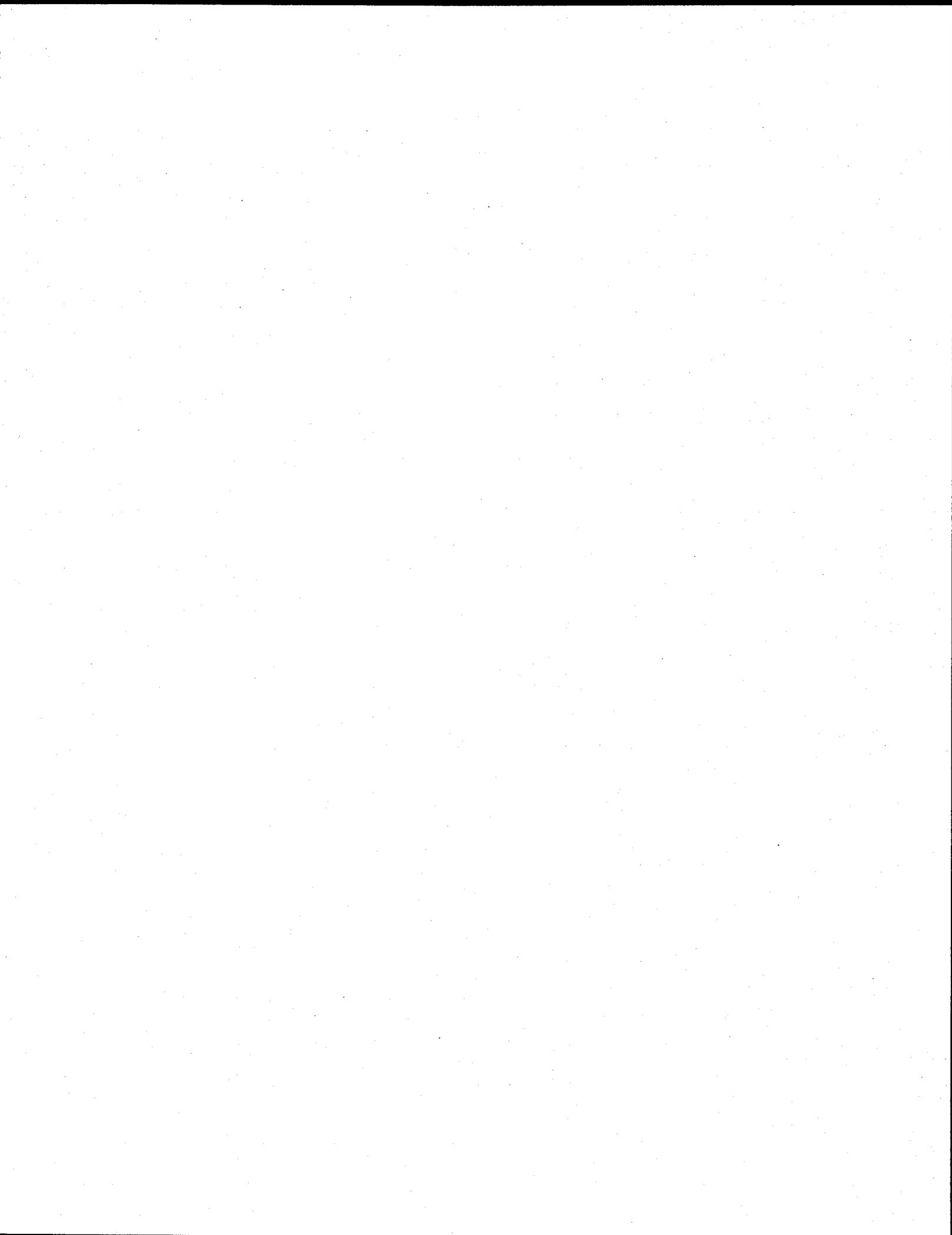
The Contractor shall meet with the Grantee to discuss the requirements of this TA and develop a detailed work plan for conducting the TA. The Contractor, in close consultation with the Grantee, shall prepare a comprehensive work plan and schedule for the TA. The work plan and schedule shall specify in detail the methodology for completing the tasks and sub-tasks of these Terms of Reference, define roles and responsibilities, establish work sequences, and set milestones for task completion.

Task 1 Deliverable: The Contractor shall prepare a report of all work performed under Task 1. The Task 1 Deliverable shall be included in the Final Report.

Task 2: Clinical Services Planning Consultation

The Contractor shall analyze the Grantee's proposed clinical services, clinical support infrastructure, manpower needs, and the planned phasing of facilities and services. The Contractor shall:

- 2.1. Conduct a supply and demand analysis for medical services in Lagos. The Contractor shall identify shortfalls in supply for specific diagnostic and treatment services.
- 2.2. Based on the Contractor's analysis in Task 2.1 above, the Contractor shall recommend specific clinical and diagnostic services which should be offered by the Grantee. The Contractor's analysis shall include, at least:
 - Number of inpatient beds;
 - Inpatient diagnostic services;
 - Inpatient treatment services;
 - Outpatient diagnostic services; and
 - Outpatient treatment services.
- 2.3. Based upon the Contractor's recommendations from Task 2.2 above, the Contractor shall recommend the required clinical service areas (i.e. emergency services, surgical services, intensive care unit, etc.) required to support the clinical services recommended above. For each of the recommended clinical service areas, the Contractor shall specify the projected patient volume.



- 2.4. Based on the Contractor's analysis from Tasks 2.1, 2.2, and 2.3 above, the Contractor shall recommend the number and type of staff required for the Project. The Contractor's analysis shall include, at least:
- Number of physicians, clinical staff, support staff, and administrative staff;
 - Staff profiles including job descriptions and responsibilities;
 - Staff qualifications and specific areas of specialty; and
 - Staff compensation schedules.
- 2.5. The Contractor shall develop a job description which itemizes the responsibilities for the General Manager of CAMC.

Task 2 Deliverable: The Contractor shall prepare a report of all work performed under Task 2. The Task 2 Deliverable shall be included in the Final Report.

Task 3: Space Planning and Programming

The Contractor shall review the Project's preliminary architectural design and space planning requirements. The Grantee shall supply all relevant documentation to the Contractor. The Contractor's assessment shall:

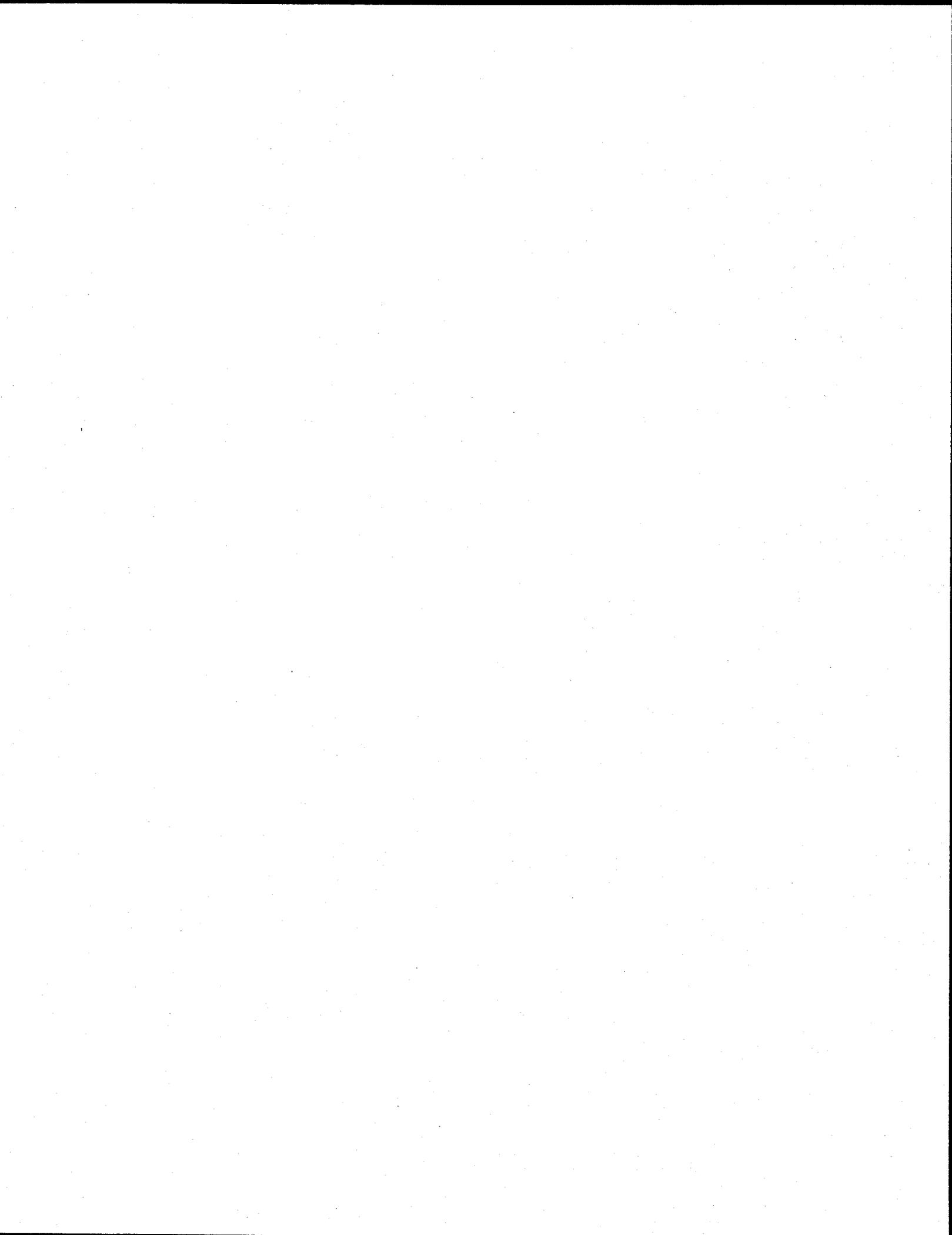
- 3.1. Perform an analysis of the land acquired for the Project, including physical features and topography.
- 3.2. Perform an analysis of the proposed structural design of the Project.
- 3.3. Conduct a detailed review of the preliminary architectural design of the Project. The Contractor's recommendations shall focus on increasing the Project's efficiency and effectiveness. The Contractor's analysis shall include, at least:
 - Size and function;
 - Spatial and functional relationships between areas of the hospital;
 - Conceptual floor plans;
 - Construction materials; and
 - Internal furnishings.

Task 3 Deliverable: The Contractor shall prepare a report of all work performed under Task 3. The Task 3 Deliverable shall be included in the Final Report.

Task 4: Engineering Equipment Consultation

The Contractor shall make recommendations concerning the equipment necessary for the Project's construction. The Contractor shall provide the names and contact information for qualified U.S. sources of supply for each piece of recommended equipment. The Contractor shall:

- 4.1. Provide an analysis of the Project's heating, ventilation and air conditioning (HVAC) requirements.



- 4.2. Provide an electrical analysis that shall include provision for emergency power supplies and generators sufficient to serve the critical services of the Project in the event of loss or interruption of power supplies.
- 4.3. Specify the requirements for a medical waste management plan for the Project. The Contractor's analysis shall include healthcare waste management technologies, policies and procedures, and training and educational program requirements. The Contractor's analysis shall include at least the following methods of disposal: landfill, thermal sterilization, chemical disinfection, physical destruction, and thermal destructive techniques.
- 4.4. Provide an analysis of the Project's water supply, purification, and treatment requirements, including provision for emergency water supplies in the event of disruptions in service.

Task 4 Deliverable: The Contractor shall prepare a report of all work performed under Task 4. The Task 4 Deliverable shall be included in the Final Report.

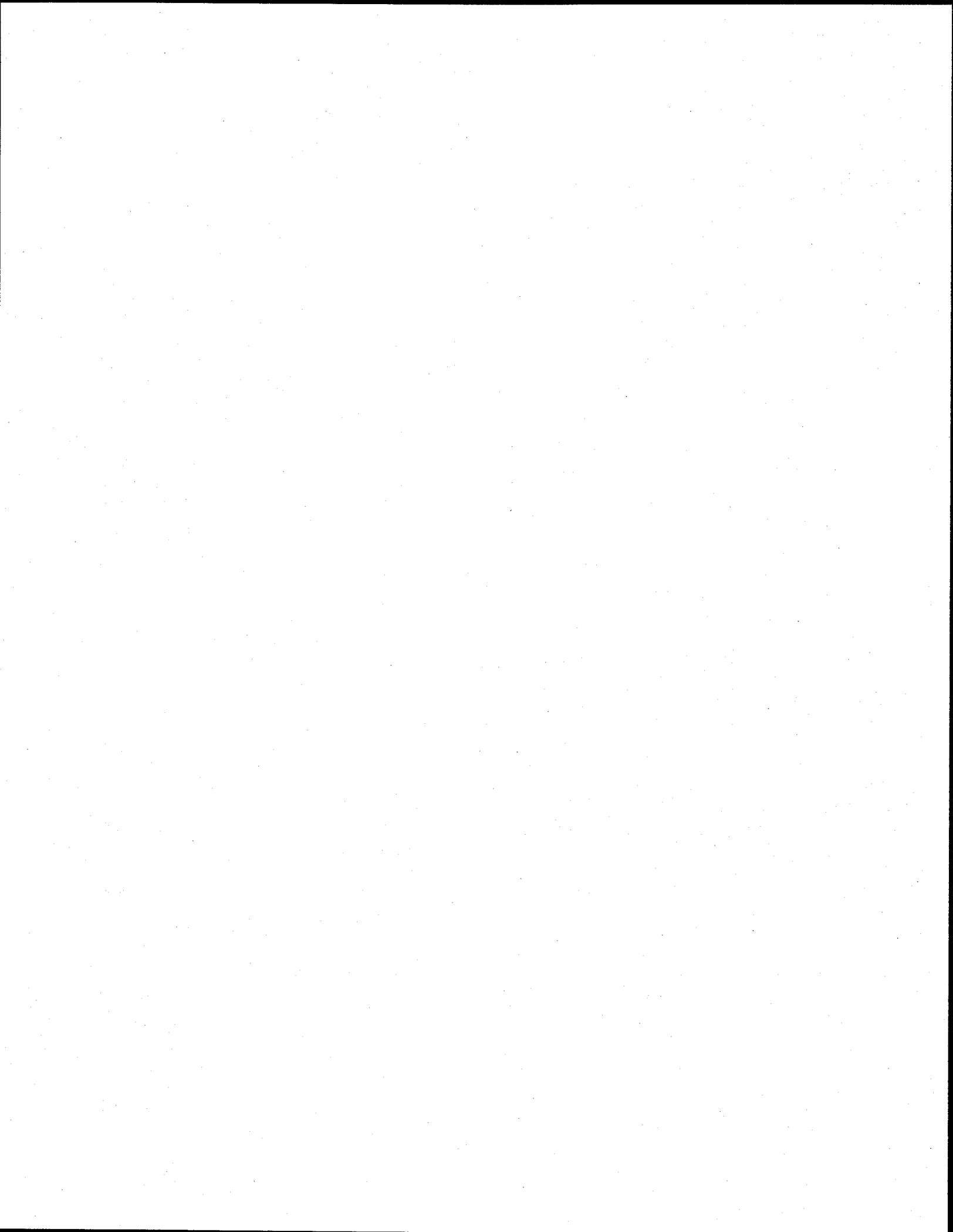
Task 5: Medical Equipment and Devices Consultation

The Contractor shall make recommendations concerning the medical equipment required for the Project. The Contractor's analysis shall be directed towards ensuring the proposed equipment is adequate to support the clinical services and number of patient beds recommended in Task 2 above. The Contractor's analysis under Task 5 shall not include radiology or imaging equipment; this analysis shall be performed under Task 7, below. The Contractor shall provide the names and contact information for qualified U.S. sources of supply for each piece of recommended equipment. The Contractor shall:

- 5.1. Perform an analysis of the Grantee's preliminary list of medical equipment. The Grantee shall supply this information to the Contractor.
- 5.2. Prepare a comprehensive list of all medical equipment required for the Project. The list shall include:
 - Equipment specifications;
 - Product quantities;
 - Pricing information; and
 - Contact information for qualified U.S. sources of supply

Task 5 Deliverable: The Contractor shall prepare a report of all work performed under Task 5. The Task 5 Deliverable shall be included in the Final Report.

Task 6: Pharmacy Planning



The Contractor shall make recommendations concerning the Project's pharmaceutical needs, including inventory, procedures, and staffing requirements. The Contractor shall provide contact information for qualified U.S. sources of supply for each recommended product. The Contractor shall:

- 6.1. Prepare a pharmaceutical inventory list, including types and quantities of products required for the Project.
- 6.2. Recommend control procedures and storage and security standards for pharmaceutical products.
- 6.3. Recommend inventory tracking procedures, including the use of pharmacy software.

Task 6 Deliverable: The Contractor shall prepare a report of all work performed under Task 6. The Task 6 Deliverable shall be included in the Final Report.

Task 7: Radiology & Imaging Equipment Analysis

The Contractor shall make recommendations concerning the radiology and imaging equipment necessary for the Project. The Contractor shall provide contact information for qualified U.S. sources of supply for each piece of recommended equipment. The Contractor shall:

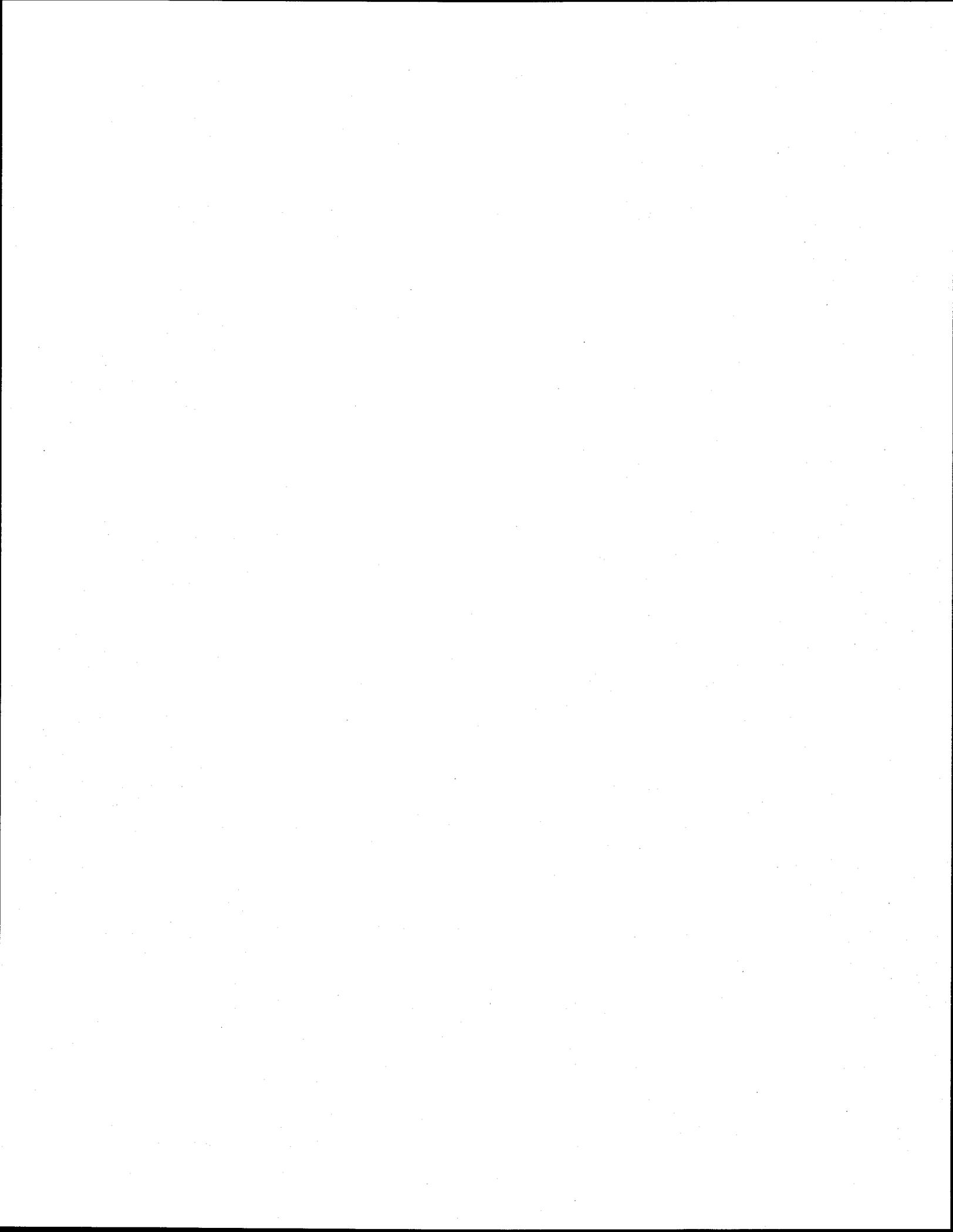
- 7.1. Perform an analysis of the radiology and imaging equipment and software requirements of the Project.
- 7.2. Prepare a comprehensive list of all radiology and imaging equipment and software required for the Project. The list shall include:
 - Equipment specifications;
 - Product quantities;
 - Pricing information; and
 - Contact information for qualified U.S. sources of supply

Task 7 Deliverable: The Contractor shall prepare a report of all work performed under Task 7. The Task 7 Deliverable shall be included in the Final Report.

Task 8: Hospital Information Systems (IS)/Information Technology (IT)

The Contractor shall make recommendations concerning the information systems and information technology needs of the Project. For each recommended piece of equipment, the Contractor shall provide contact information for qualified U.S. sources of supply. The Contractor shall:

- 8.1. Evaluate the Project's information systems and information technology needs. The Contractor's analysis shall include, at least:
 - Collection and analysis of clinical information;
 - Creation of an integrated data base; and



- Administrative functions such as accounting, patient billing, purchasing, inventory, and distribution of supplies, medicine and other consumables.

8.2. Prepare a comprehensive list of all information systems and information technology equipment and software required for the Project.

8.3. Recommend specific training and education programs to support the implementation of the technologies recommended in Task 8.2 above.

Task 8 Deliverable: The Contractor shall prepare a report of all work performed under Task 8. The Task 8 Deliverable shall be included in the Final Report.

Task 9: Telemedicine Consulting Services

The Contractor shall make recommendations concerning the equipment required to support telemedicine services for the Project. For each recommended piece of equipment, the Contractor shall provide contact information for qualified U.S. sources of supply. The Contractor shall:

9.1. Provide an assessment of the Grantee's proposed telemedicine program. Prepare a comprehensive list of all telemedicine equipment and software required for the Project, including pricing information and contact information for qualified U.S. sources of supply, to support both medical training and patient diagnostic applications.

9.2. Provide an assessment of potential contractual partnerships with U.S. medical schools and healthcare systems and hospitals for purposes of telecommunicated training and patient diagnosis and treatment consultations.

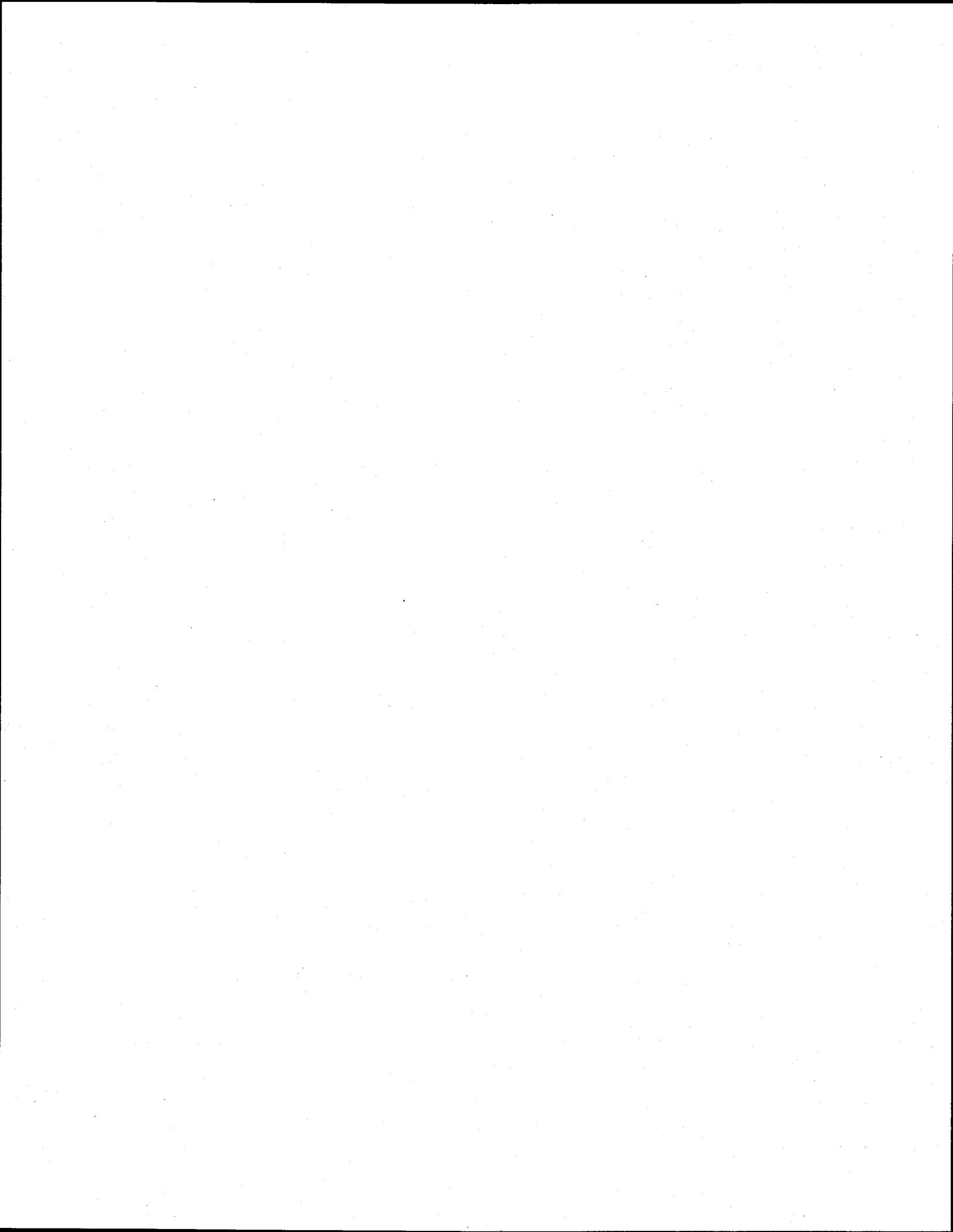
Task 9 Deliverable: The Contractor shall prepare a report of all work performed under Task 9. The Task 9 Deliverable shall be included in the Final Report.

Task 10: Patient Sponsorship Outreach

The Contractor shall make recommendations concerning the Grantee's proposed patient sponsorship program, and contact prospective sponsors to assess their interest. The goal of the program is to identify private sector sponsors who will fund the costs of medical treatment for patients who could not otherwise afford care. The Contractor shall:

10.1. Identify at least ten prospective sponsors in the Lagos area. The Contractor shall contact each of the identified prospective sponsors and arrange an in-person meeting to discuss sponsorship opportunities for the Project. The Contractor shall be accompanied to each meeting by a representative of the Grantee.

10.2. Document the outcomes of each of the meetings conducted in Task 10.1 above, and provide an assessment of the interest and commitment of the prospective sponsors. The Contractor's report shall include contact information for each of the prospective sponsors.



Task 10 Deliverable: The Contractor shall prepare a report of all work performed under Task 10. The Task 10 Deliverable shall be included in the Final Report.

Task 11: Developmental Impact Assessment

The Contractor shall assess the development benefits associated with the Project. The assessment shall include examples of the development benefits that would be expected in Nigeria if the Project is implemented. The assessment shall give emphasis to:

- 11.1. *Infrastructure:* improvements in the physical, financial, and social infrastructure of Nigeria.
- 11.2. *Technology Transfer and Productivity Improvements:* introduction of advanced technologies and improvement of processes that stimulate greater economic productivity.
- 11.3. *Human Capacity Building:* new job opportunities, sustained employment, or advanced training to upgrade the capability of the workforce.
- 11.4. *Market-Oriented Reforms:* transparency and private sector participation.
- 11.5. *Other/Spin-Off Effects:* any other developmental benefits derived from the Project including, for example, improved quality and availability of medical care, etc.

Task 11 Deliverable: The Contractor shall prepare a report of all work performed under Task 11. The Task 11 Deliverable shall be included in the Final Report.

Task 12: Preliminary Environmental Impact Assessment

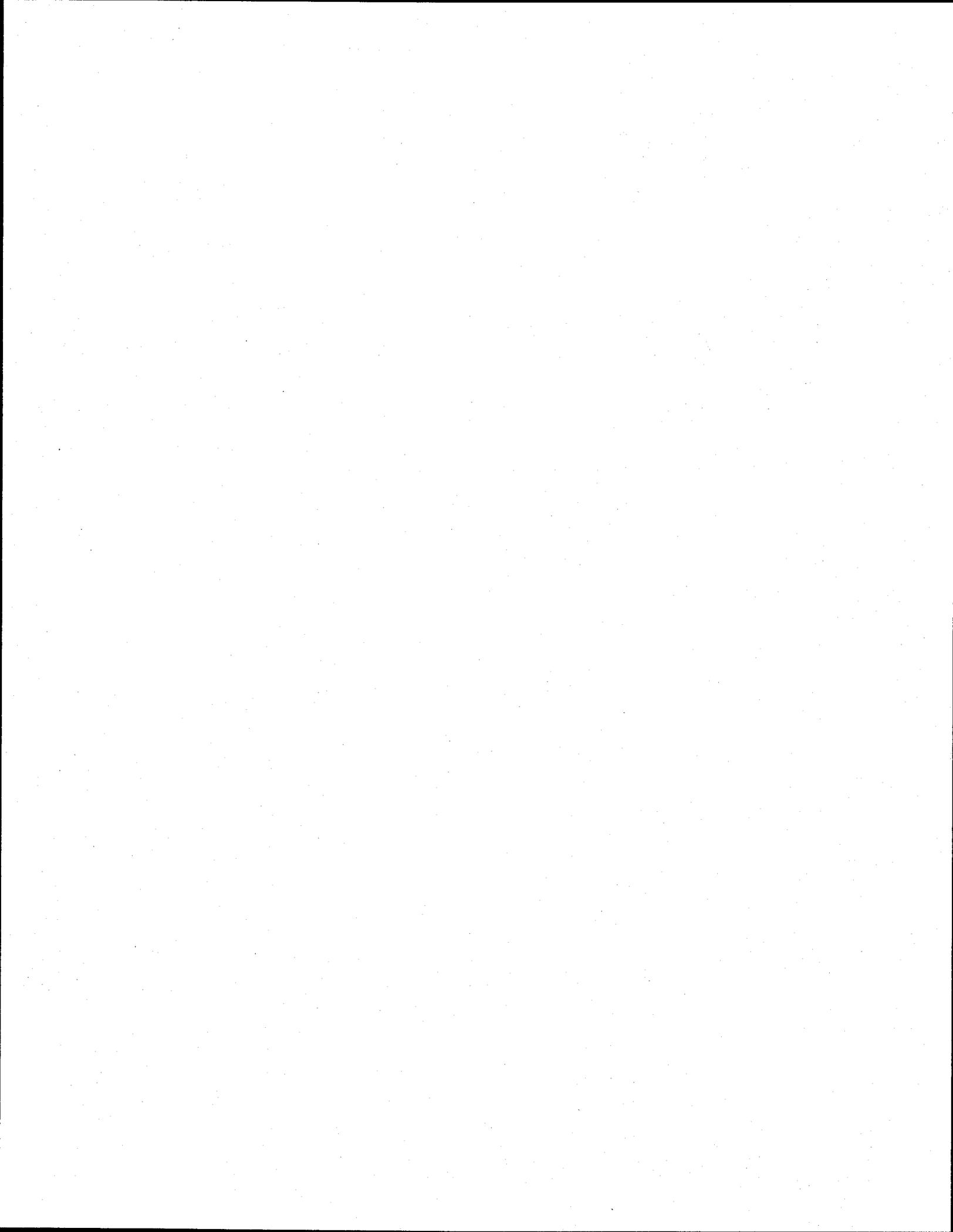
The Contractor shall prepare a Preliminary Environmental Impact Assessment that identifies any potential negative and positive environmental impacts resulting from the Project. This Assessment shall include reference to local requirements and requirements of multi-lateral lending agencies, such as the World Bank and African Development Bank. The Contractor shall make recommendations to mitigate any potentially negative environmental impacts. The Contractor's recommendations shall make reference to any special requirements for the safe disposal of medical waste.

Task 12 Deliverable: The Contractor shall prepare a report of all work performed under Task 12. The Task 12 Deliverable shall be included in the Final Report.

Task 13: Program Overview/Recommendations Review

The Contractor shall orally present all work completed under Tasks 1-12 above to the Grantee in order to give the Grantee an opportunity to analyze and comment on the Contractor's recommendations for the Project.

Task 13 Deliverable: The Contractor shall prepare a report of all work performed under Task 13. The Task 13 Deliverable shall be included in the Final Report.



Task 14: Project Workshops in Lagos

The Contractor shall develop and deliver at least three one-day workshops for healthcare and government officials and other project stakeholders in Lagos, Nigeria. To the extent practicable, the workshops shall include U.S. Government officials, U.S. firms, prospective financiers, Nigerian Federal and State Ministry of Health Officials, owners of private hospitals in Lagos, and consumer groups. The workshop shall take place in a facility provided by the Grantee. The Contractor shall be responsible for providing all materials and handouts required for the workshop. The workshops shall take place following the completion of Task 13 above.

The purpose of the workshops is to build support for the Project among potential stakeholders and to highlight ways in which the Contractor may develop similar consultancies for other Nigerian healthcare sector stakeholders.

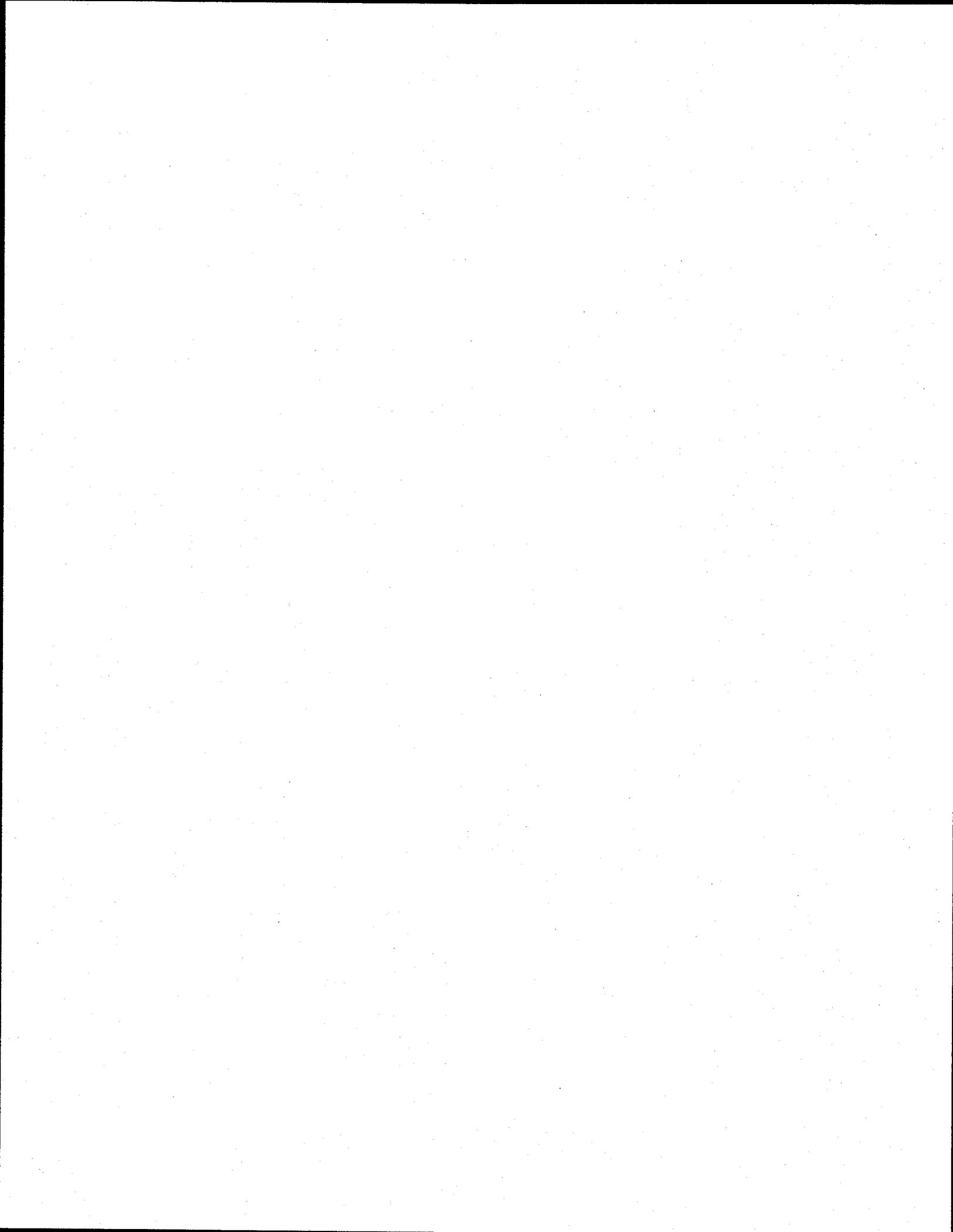
Task 14 Deliverable: The Contractor shall prepare a report of all work performed under Task 14. The Task 14 Deliverable shall be included in the Final Report.

Task 15: Final Report

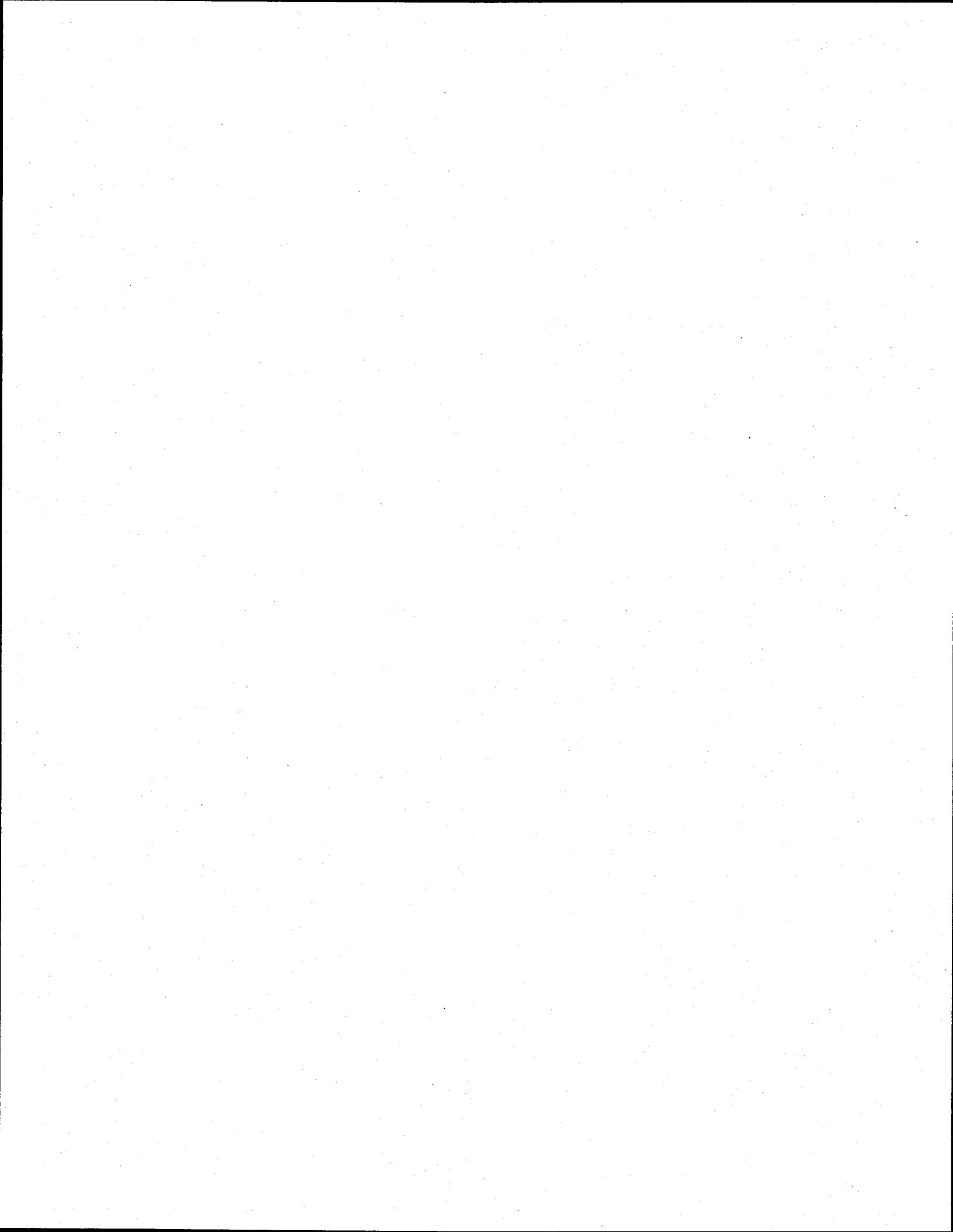
The Contractor shall prepare and deliver to the Grantee and USTDA a substantive and comprehensive final report of all work performed under these Terms of Reference ("Final Report"). The Final Report shall be organized according to the above tasks, and shall include all deliverables and documents that have been provided to the Grantee. The Final Report shall be prepared in accordance with Clause I of Annex II of the Grant Agreement.

Notes:

- (1) The Contractor is responsible for compliance with U.S. export licensing requirements, if applicable, in the performance of the Terms of Reference.
- (2) The Contractor and the Grantee shall be careful to ensure that the public version of the Final Report contains no security or confidential information.
- (3) The Grantee and USTDA shall have an irrevocable, worldwide, royalty-free, non-exclusive right to use and distribute the Final Report and all work product that is developed under these Terms of Reference.



ANNEX 6



COMPANY INFORMATION

A. Company Profile

Provide the information listed below relative to the Offeror's firm. If the Offeror is proposing to subcontract some of the proposed work to another firm(s), the information requested in sections E and F below must be provided for each subcontractor.

1. Name of firm and business address (street address only), including telephone and fax numbers:

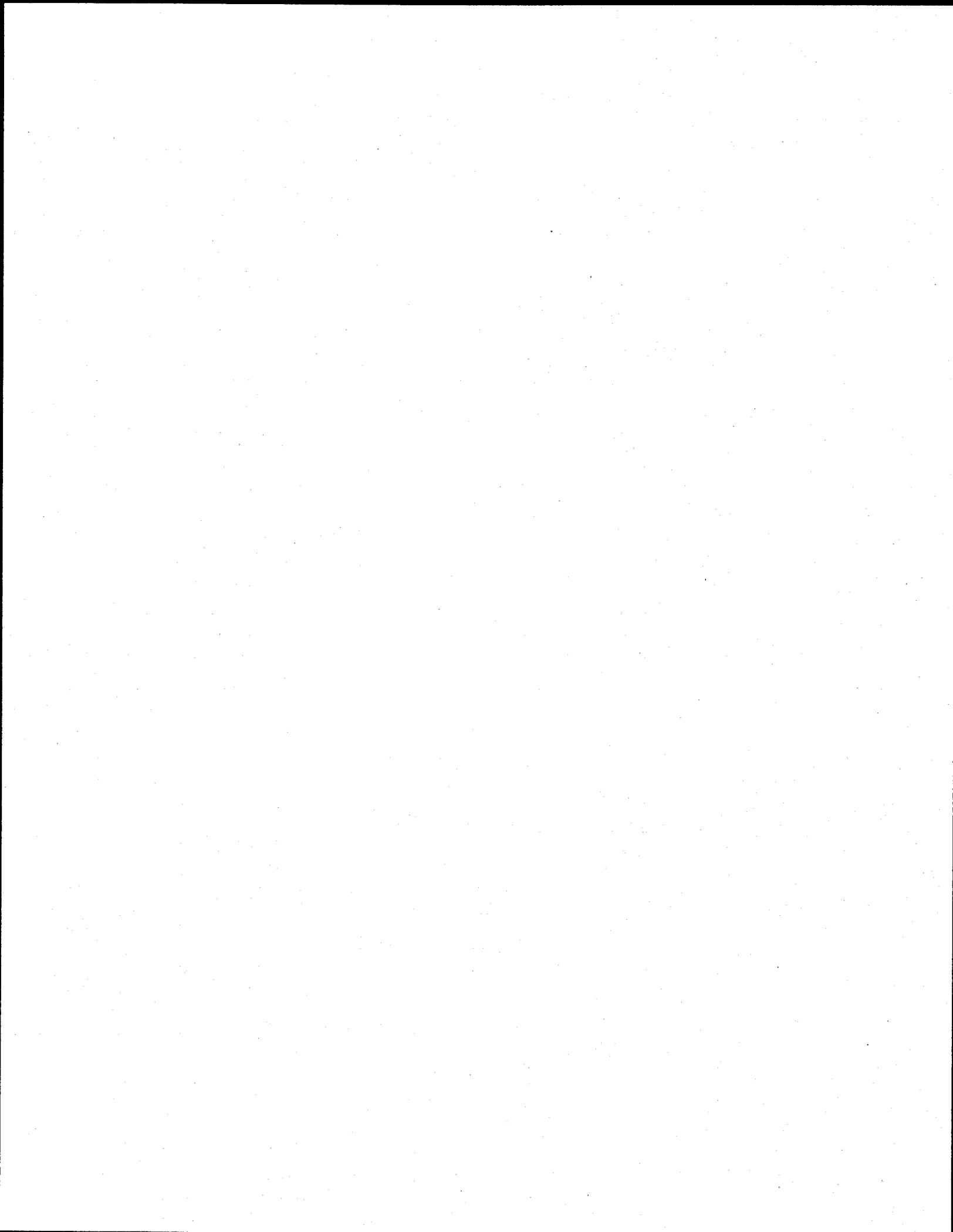
2. Year established (include predecessor companies and year(s) established, if appropriate).

3. Type of ownership (e.g. public, private or closely held).

4. If private or closely held company, provide list of shareholders and the percentage of their ownership.

5. List of directors and principal officers (President, Chief Executive Officer, Vice-President(s), Secretary and Treasurer; provide full names including first, middle and last). Please place an asterisk (*) next to the names of those principal officers who will be involved in the Feasibility Study.

6. If Offeror is a subsidiary, indicate if Offeror is a wholly-owned or partially-owned subsidiary. Provide the information requested in items 1 through 5 above for the Offeror's parent(s).



7. Project Manager's name, address, telephone number, e-mail address and fax number .

B. Offeror's Authorized Negotiator

Provide name, title, address, telephone number, e-mail address and fax number of the Offeror's authorized negotiator. The person cited shall be empowered to make binding commitments for the Offeror and its subcontractors, if any.

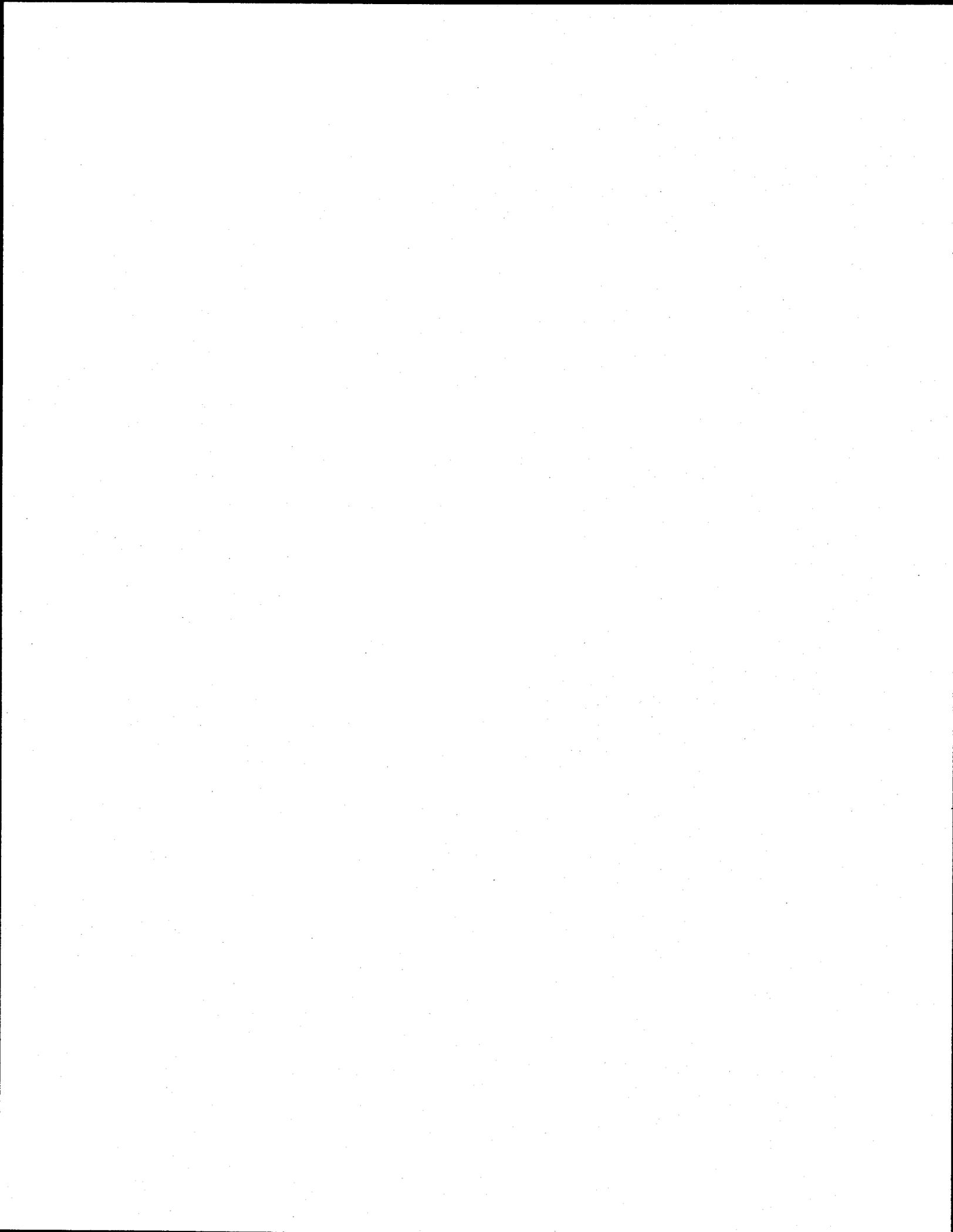
C. Negotiation Prerequisites

1. Discuss any current or anticipated commitments which may impact the ability of the Offeror or its subcontractors to complete the Feasibility Study as proposed and reflect such impact within the project schedule.
2. Identify any specific information which is needed from the Grantee before commencing contract negotiations.

D. Offeror's Representations

Please provide exceptions and/or explanations in the event that any of the following representations cannot be made:

1. Offeror is a corporation [*insert applicable type of entity if not a corporation*] duly organized, validly existing and in good standing under the laws of the State of _____ . The Offeror has all the requisite corporate power and authority to conduct its business as presently conducted, to submit this proposal, and if selected, to execute and deliver a contract to the Grantee for the performance of the Feasibility Study. The Offeror is not debarred, suspended, or to the best of its knowledge or belief, proposed for debarment, or ineligible for the award of contracts by any federal or state governmental agency or authority.



2. The Offeror has included, with this proposal, a certified copy of its Articles of Incorporation, and a certificate of good standing issued within one month of the date of its proposal by the State of _____. The Offeror commits to notify USTDA and the Grantee if they become aware of any change in their status in the state in which they are incorporated. USTDA retains the right to request an updated certificate of good standing.
3. Neither the Offeror nor any of its principal officers have, within the three-year period preceding this RFP, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state or local government contract or subcontract; violation of federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating federal or state criminal tax laws, or receiving stolen property.
4. Neither the Offeror, nor any of its principal officers, is presently indicted for, or otherwise criminally or civilly charged with, commission of any of the offenses enumerated in paragraph 3 above.
5. There are no federal or state tax liens pending against the assets, property or business of the Offeror. The Offeror, has not, within the three-year period preceding this RFP, been notified of any delinquent federal or state taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied. Taxes are considered delinquent if (a) the tax liability has been fully determined, with no pending administrative or judicial appeals; and (b) a taxpayer has failed to pay the tax liability when full payment is due and required.
6. The Offeror has not commenced a voluntary case or other proceeding seeking liquidation, reorganization or other relief with respect to itself or its debts under any bankruptcy, insolvency or other similar law. The Offeror has not had filed against it an involuntary petition under any bankruptcy, insolvency or similar law.

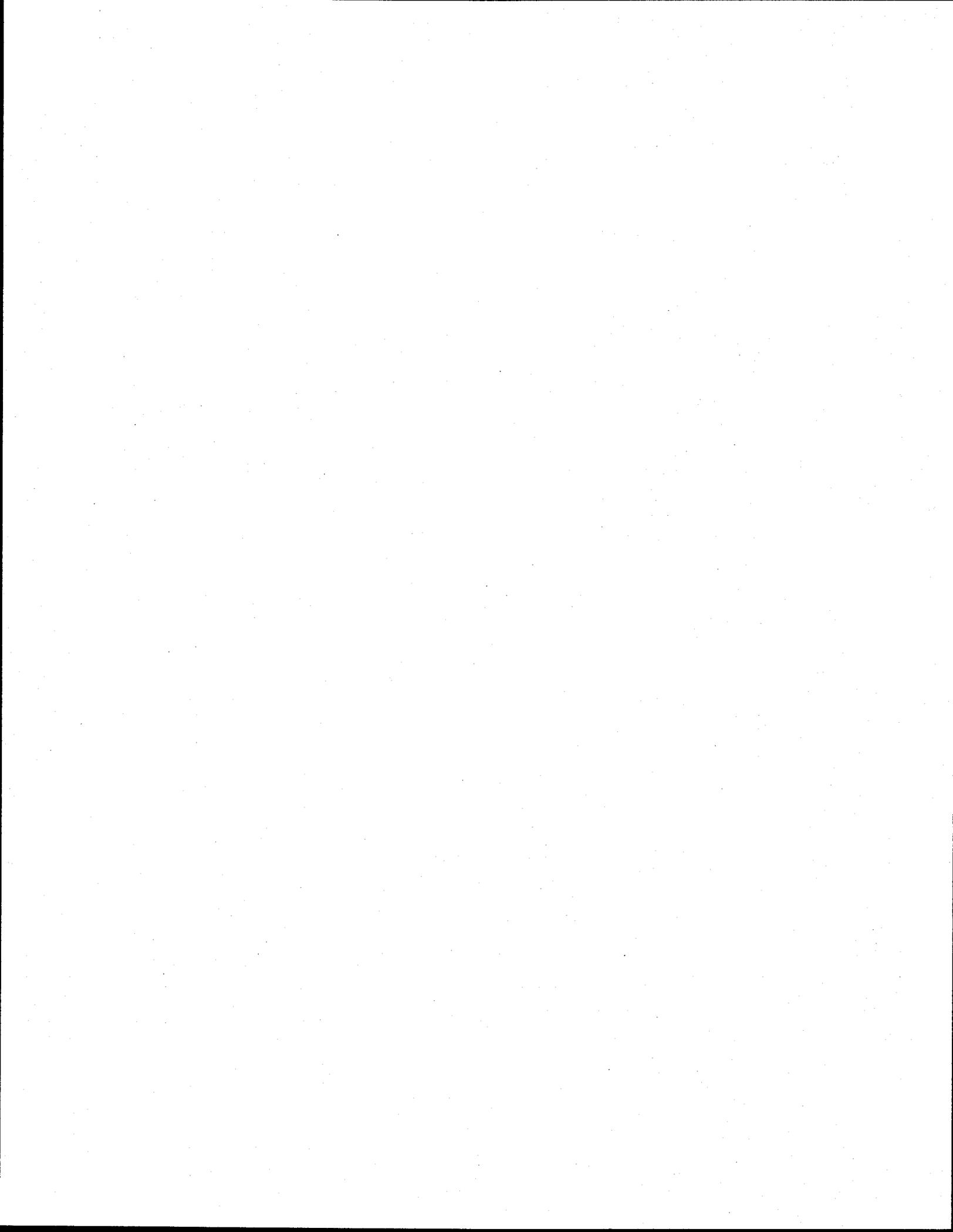
The selected Offeror shall notify the Grantee and USTDA if any of the representations included in its proposal are no longer true and correct at the time of its entry into a contract with the Grantee.

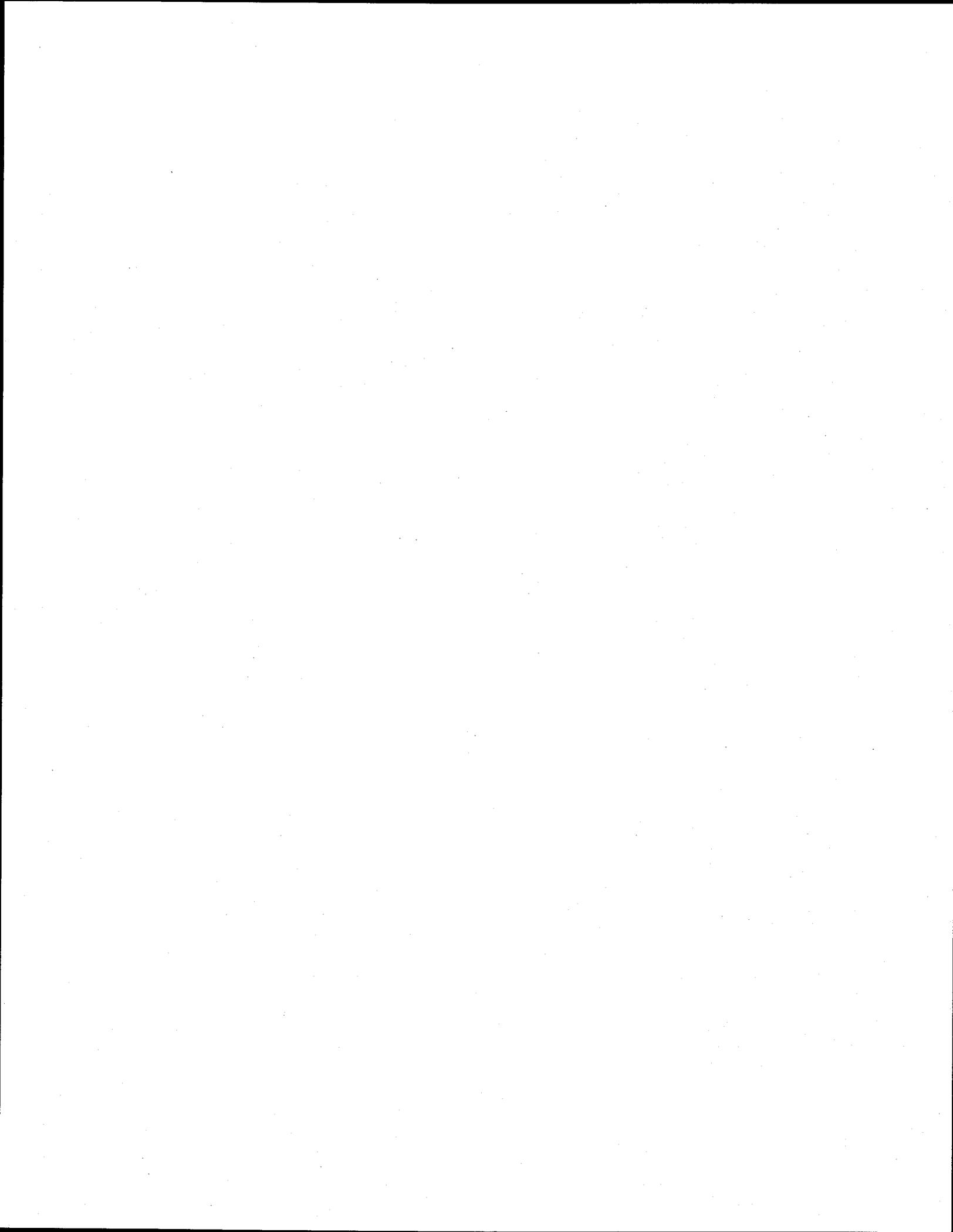
Signed: _____
(Authorized Representative)

Print Name: _____

Title: _____

Date: _____





3. Neither the subcontractor, nor any of its principal officers, is presently indicted for, or otherwise criminally or civilly charged with, commission of any of the offenses enumerated in paragraph 2 above.
4. There are no federal or state tax liens pending against the assets, property or business of the subcontractor. The subcontractor, has not, within the three-year period preceding this RFP, been notified of any delinquent federal or state taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied. Taxes are considered delinquent if (a) the tax liability has been fully determined, with no pending administrative or judicial appeals; and (b) a taxpayer has failed to pay the tax liability when full payment is due and required.
5. The subcontractor has not commenced a voluntary case or other proceeding seeking liquidation, reorganization or other relief with respect to itself or its debts under any bankruptcy, insolvency or other similar law. The subcontractor has not had filed against it an involuntary petition under any bankruptcy, insolvency or similar law.

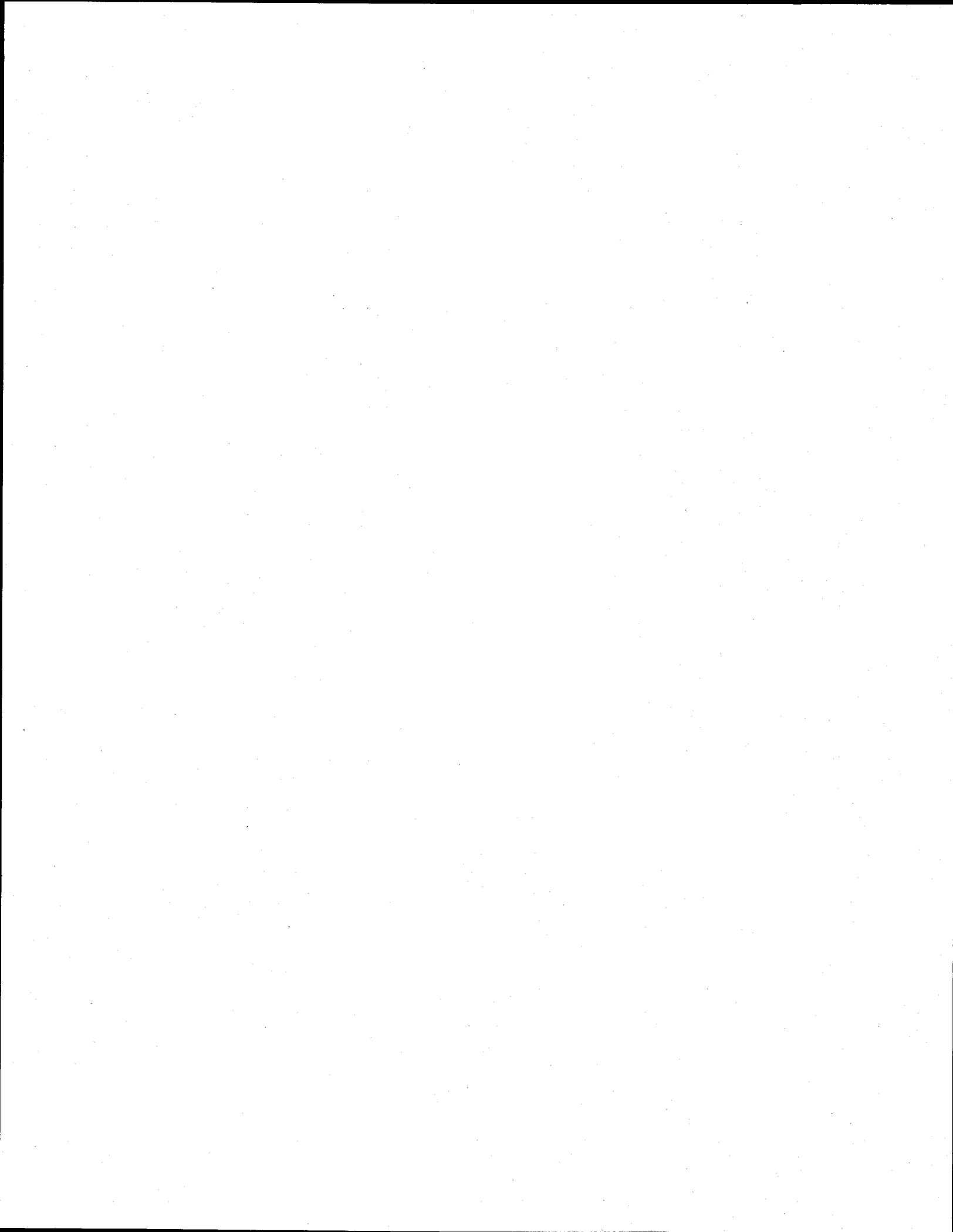
The selected subcontractor shall notify the Offeror, Grantee and USTDA if any of the representations included in this proposal are no longer true and correct at the time of the Offeror's entry into a contract with the Grantee.

Signed: _____
(Authorized Representative)

Print Name: _____

Title: _____

Date: _____



Solicitation Number:

201011020A

Notice Type:

Modification/Amendment

Synopsis:

Reference is made to the March 14th, 2011 announcement, reference number 201011020A, inviting submission of qualifications and proposal data from interested U.S. firms that are qualified on the basis of experience and capability to perform technical assistance on the proposed Children's Hospital project in Nigeria.

This is to inform interested U.S. companies that the submission date for the above listed project has been extended from May 13, 2011 to June 1, 2011. Any bidders who have already submitted a proposal may resubmit before the new deadline, or their already submitted proposal will be retained for review.

