Request forProposals # PSM-HQ-FASP-002

Forecast and Supply Planning (FASP) Modernization Tool

Dear Sir or Madam,

Chemonics International Inc. (hereinafter referred to as “Chemonics”), under the Global Health Supply Chain

Program – Procurement and Supply Management (GHSC-PSM) Project, USAID Contract No. AID-OAA-I-

15-00004/TASK ORDER NO. AID-OAA-TO-15-00007; TASK ORDER NO. AID-OAA-TO-15-00010, is

issuing a Request for Proposals (RFP) for a forecast and supply planning modernization solution. The attached

RFP contains all the necessary information for interested Offerors. The illustrative period of performance will

be June, 2019 through February, 2020 and the illustrative ceiling will be $2,000,000. Chemonics

 anticipates issuing two Sub-Task Orders as a result of this solicitation.

The Global Health Supply Chain – Procurement and Supply Management (GHSC-PSM) Project (alternately

referred to herein as “Chemonics” or “GHSC-PSM” or “Buyer”) is an official project of the United States

Agency for International Development (USAID) implemented by Chemonics International and its consortium

members. The purpose of GHSC-PSM is to ensure uninterrupted supplies of health commodities in support of

USG-funded public health initiatives around the world. The project provides direct procurement and supply

chain management support to the President’s Emergency Plan for AIDS Relief (PEPFAR), the U.S. President’s

Malaria Initiative (PMI), and The Office of Population and Reproductive Health (PRH). GHSC-PSM supports health programs through the supply of a wide range of health commodities including contraceptives and condoms, essential drugs; and select commodities for HIV/AIDS, malaria, maternal and child health, and infectious diseases.

Companies or organizations should indicate their interest in submitting a proposal for the anticipated

subcontract by sending an email indicating their intention to the HSS Operations Team, at

FASPprocurement@ghsc-psm.org by 5PM EST on April 5, 2019.

Chemonics realizes that Offerors may have additional questions after reading this RFP. Interested Offerors can

submit their questions to HSS Operations Team according to the instructions in 1.8 of the RFP. If necessary, Chemonics

will provide answers to all relevant questions received in an amendment that will be posted to the website

where this RFP was published.

This RFP does not obligate Chemonics to execute a subcontract nor does it commit Chemonics to pay any

costs incurred in the preparation and submission of the proposals. Furthermore, Chemonics reserves the right

to reject any and all offers, if such action is considered to be in the best interest of Chemonics.

Sincerely,

HSS Operations Team

Global Health Supply Chain Program

Request for Proposals

RFP # PSM-HQ-FASP-002

For the provision of

Forecast and Supply Planning (FASP) Modernization Solution

Contracting Entity:

Chemonics International Inc.

1717 H Street NW, Washington, D.C. 20002

Funded by:

United States Agency for International Development (USAID)

Funded under:

Global Health Supply Chain Program – Procurement and Supply Management Project

Prime Contract Number AID-OAA-I-15-00004

**\*\*\*\*\* ETHICAL AND BUSINESS CONDUCT REQUIREMENTS \*\*\*\*\***

Chemonics is committed to integrity in procurement, and only selects suppliers based on objective business criteria such as

price and technical merit. Chemonics expects suppliers to comply with our Standards of Business Conduct, available at

<https://www.chemonics.com/our-approach/standards-business-conduct/>

Chemonics does not tolerate fraud, collusion among offerors, falsified proposals/bids, bribery, or kickbacks. Any firm or

individual violating these standards will be disqualified from this procurement, barred from future procurement opportunities,

and may be reported to both USAID and the Office of the Inspector General.

Employees and agents of Chemonics are strictly prohibited from asking for or accepting any money, fee, commission, credit,

gift, gratuity, object of value or compensation from current or potential vendors or suppliers in exchange for or as a reward for

business. Employees and agents engaging in this conduct are subject to termination and will be reported to USAID and the

Office of the Inspector General. In addition, Chemonics will inform USAID and the Office of the Inspector General of any

supplier offers of money, fee, commission, credit, gift, gratuity, object of value or compensation to obtain business.

Offerors responding to this RFP must include the following as part of the proposal submission:

* Disclose any close, familial, or financial relationships with Chemonics or project staff. For example, if an offeror’s cousin

is employed by the project, the offeror must state this.

* Disclose any family or financial relationship with other offerors submitting proposals. For example, if the offeror’s father

owns a company that is submitting another proposal, the offeror must state this.

* Certify that the prices in the offer have been arrived at independently, without any consultation, communication, or

agreement with any other offeror or competitor for the purpose of restricting competition.

• Certify that all information in the proposal and all supporting documentation are authentic and accurate.

* Certify understanding and agreement to Chemonics’ prohibitions against fraud, bribery and kickbacks.

Please contact HSS Operations team with any questions or concerns regarding the above information or to report any potential violations. Potential violations may also be reported directly to Chemonics at to BusinessConduct@chemonics.com or by phone/Skype at 888.955.6881.

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**List of Acronyms**

CFR

CO

COP

COR

CSP

CV

FAR

FASP

GHSC-PSM

HSS

IDIQ

IQS

LMIS

MIS

M&E

NICRA

NGO

PDF

POC

PPMR

RFP

SAF

SCMS

SOW

Sub-TO

UNPF

U.S.

USAID

USG

UX

VAT

Code of Federal Regulations

USAID Contracting Officer

Chief of Party

USAID Contracting Officer’s Representative

Coordinated Supply Planning

Curriculum Vitae

Federal Acquisition Regulations

Forecasting and Supply Planning

Global Health Supply Chain Program – Procurement and Supply Management

Health Systems Strengthening

Indefinite

Indefinite Quantity Subcontract

Logistics Management Information Systems

Management Information Systems

Monitoring and Evaluation

Negotiated Indirect Cost Rate Agreement

Nongovernmental organization

Adobe Portable Document

Proof of Concept

Procurement Planning and Monitoring Report

Request for Proposals

Strategic Activities Fund

Supply Chain Management System

Scope of Work

Subcontract task order

United Nations Population Fund

United States

U.S. Agency for International Development

U.S. Government

User Experience

Value Added Tax

**Section I.**

**Instructions to Offerors**

**I.1.**

**Introduction**

Chemonics, the Buyer, acting on behalf of the U.S. Agency for International Development (USAID) and the

Global Health Supply Chain Program – Procurement and Supply Management Project (GHSC-PSM), under

contract number AID-OAA-I-15-00004; Task Order No. AID-OAA-TO-15-00007 and TASK ORDER NO. AID-OAA-TO-15-00010 is soliciting offers fromcompanies and organizations to submit proposals to support with GHSC-PSM to implement a forecasting and supply planning tool (modernization of several existing tools).

The GHSC-PSM project is the primary vehicle through which USAID 1) procures and provides health

commodities, 2) provides technical assistance to improve partner countries’ management of the supply chain,

and, 3) collaborates with key international stakeholders to support global health initiatives. The Health

Systems Strengthening team’s goal is to address systems improvement through strategic planning, systematic

design of supply chains, data visibility and information systems to document improvements, capacity building

of individuals and institutions, and supporting efforts to ensure an enabling environment exists to allow for

changes and improvements to take hold.

The Health System Strengthening (HSS) team focuses on improvements to automating supply chain functions

for end-to-end data visibility and evidence-based decision making that extends across global and national

supply chains and encourages coordination with all stakeholders. Within the HSS team, Forecasting and

Supply Planning (FASP) is the process of both estimating the quantity and cost of health commodities to meet

the health demands of a population, and determining when health commodities need to be delivered, and when, to ensure sufficient supply to meet those demands. This ongoing and iterative process is critical in a health commodities supply chain to inform decision-making on the procurement of health commodities.

Chemonics will issue an award to one company or organization. The award will be in the form of an Indefinite quanity contracts (IQC) with task orders prices using firm fixed priced methods hereinafter referred to as “the subcontract”).

The successful Offeror shall be required to

adhere to the statement of work and terms and conditions of the subcontract, which are incorporated in Section

III herein.

Offerors are invited to submit proposals in response to this RFP in accordance with**Section I Instructions to**

**Offerors**, which will not be part of the subcontract. The instructions are intended to assist interested Offerors

in the preparation of their offer. Any resulting subcontract will be guided by Sections II and III.

This RFP does not obligate Chemonics to execute a subcontract nor does it commit Chemonics to pay any

costs incurred in the preparation and submission of the proposals. Furthermore, Chemonics reserves the right

to reject any and all offers, if such action is considered to be in the best interest of Chemonics.

Unless otherwise stated, the periods named in the RFP shall be consecutive calendar days.

**I.2. Offer Deadline**

Offerors shall submit their offers electronically only.

Emailed offers must be received by the 5PM EST on May 10, 2019 at the following address:

HSS Operations Team

FASPprocurement@ghsc-psm.org

Faxed offers will not be considered.

Offerors are responsible for ensuring that their offers are received in accordance with the instructions stated

herein. Late offers may be considered at the discretion of Chemonics. Chemonics cannot guarantee that late

offers will be considered.

**I.3.**

**Submission of Offers**

Proposals must be submitted electronically only.

**A.**

**Instructions for the Submission of Electronic Copies**

Separate technical and cost proposals must be submitted by email no later than the time and date specified in

I.2. The proposals must be submitted to the point of contact designated in I.2.

The Offeror must submit the proposal electronically with up to 3 attachments (5 MB limit) per email

compatible with Microsoft Word, Microsoft Excel, readable format, or Adobe Portable Document (PDF)

format in a Microsoft XP environment. Offerors must not submit zipped files. Those pages requiring original

manual signatures should be scanned and sent in PDF format as an email attachment.

The technical proposal and cost proposal must be kept separate from each other. Technical proposals must not

make reference to pricing data in order that the technical evaluation may be made strictly on the basis of

technical merit.

**I.4.**

**Requirements**

To be determined responsive, an offer must include all of documents and sections included in I.4.A and I.4.B.

1. **General Requirements**

Chemonics anticipates issuing a subcontract to a U.S., or international company or organization, provided it is legally registered and recognized under the laws of U.S. and is in compliance with all applicable civil, fiscal,

and other applicable regulations. Such a company or organization could include a private firm, non-profit, civil

society organization, or university.

Companies and organizations that submit proposals in response to this RFP must meet the following

requirements:

(i) Companies or organizations, whether for-profit or non-profit, must be legally registered under the laws of

U.S. upon award of the subcontract.

(ii) Firms operated as commercial companies or other organizations or enterprises (including nonprofit

organizations) in which foreign governments or their agents or agencies have a controlling interest are not

eligible as suppliers of commodities and services. Companies or organizations must have a local presence in [U.S.A] at the time the subcontract is signed.

(iii) Companies or organizations, whether for-profit or non-profit, shall be requested to provide a DUNS

number if selected to receive a subaward valued at USD$30,000 or more, unless exempted in accordance with information certified in the Evidence of Responsibility form included in the required certifications in

Annex 3.[[1]](#footnote-1)

(iv) The Offer as defined by FAR 2.101 includes the written submission only. The submission of the

documentation specified below will constitute the offeror's acceptance of the terms and conditions of the

RFP, concurrence with the SOW, and the proposed IQC with task orders priced using firm fixed pricemethods for all priced services.

(v) Offerors are encouraged to present their best technical and price proposals in their initial proposal

submission. Chemonics intends to make award without discussions. Though Chemonics intends to make

award without discussions, Chemonics reserves the right to conduct discussions should discussions prove

to be necessary or advantageous to Chemonics.

Offerors may present their proposals as a member of a partnership with other companies or organizations. In

such cases, the subcontract will be awarded to the lead company in the partnership. The leading company shall

be responsible for compliance with all subcontract terms and conditions and making all partnership

arrangements, including but not limited to division of labor or invoicing, with the other company(ies). A

legally registered partnership is not necessary for these purposes; however, the different organizations must be

committed to work together in the fulfillment of the subcontract terms.

1. **Required Proposal Documents and Sections**

B.1. Cover Letter

The offeror’s cover letter shall include the following information:

1. Name of the company or organization
2. Type of company or organization
3. Address
4. Telephone
5. Fax
6. E-mail
7. Full names of members of the authorized negotiator and authorized signatory
8. Taxpayer Identification Numbers
9. DUNS Number
10. Official bank account information
11. Other required documents that shal be included as attachments to the cover letter:
12. Copy of registration or incorporation in the public registry, or equivalent document from the

government office where the offeror is registered.

b) Copy of company tax registration, or equivalent document.

c) Copy of trade license, or equivalent document.

d) Evidence of Responsibility Statement, whereby the offeror certifies that it has sufficient financial, technical, and managerial resources to complete the activity described in the scope of work, or the ability to obtain such resources. This statement is required by the Federal Acquisition Regulations in 9.104-1. A template is provided in Annex 3 “Required Certifications”.

1. Applicable documents listed in I.4.A.

A sample cover letter is provided in Annex 1 of this RFP.

B.2.Technical Proposal

As described above, Chemonics anticipates the award of indefinite delivery/indefinite quantity (IDIQ)

subcontract to a successful offeror. The offerors shall submit a technical proposal with the offeror’s

experience, capabilities, proposed approach and solutions to meet the envisioned technical scope, components

and intended interventions to be requested under the Subcontract. This part shall be between 15 and 20 pages

long but may not exceed 20 pages. Within the overall page limit for the technical proposal, the Offeror must

provide a detailed technical response to the task order’s scope of work, including activities and deliverables set

out in Section II of this RFP. Following award to a successful offeror, requests for task order proposals for

additional software development phases will be requested in accordance with the ordering procedures of the

subcontract.

Offerors are responsible for providing a response that includes the following sections and addresses all

technical requirements included herein:

B.2.a

General  Background Information

The USAID Supply Chain Management System (SCMS) and DELIVER projects developed and implemented

the existing FASP tools used to support USAID’s global health supply chain.

* + Quantimed, reference Annex 5
  + PipeLine, reference Annex 6
  + ForLab, reference Annex 7
    - • Procurement Planning and Monitoring Report (PPMR and PPMRm), reference Annex 8Procurement Planning and Monitoring Report (PPMR-HIV), reference Annex 9
    - Supply Chain - Facility-Level AIDS Commodity Tracking system (SC-FACTS), reference Annex 10

These tools have performed their specific functions well and achieved their main objectives. Quantimed,

PipeLine and Forlab in particular perform sophisticated analyses that require input from subject matter experts

to be implemented effectively. The tools, however, were designed separately, are inconsistent in terms of the

user interfaces and require manual manipulation for data exchange. This RFP is a first step in developing the

next generation of FASP tools that will replace some, or all, of the referenced tools above.

A number of stakeholders use or rely on these tools including USAID, implementing partners, Ministries of

Health, other donors, NGOs and of course patients. As a whole the tools have a positive reputation, but there is

general acknowledgement that it is time to replace them. The nine key issues consistently raised in the context of

replacing the tools are:

a)

b)

c)

d)

e)

f)

g)

h)

i)

j)

Making the tools web-enabled,

Integrating the tools onto a common platform,

Automating data exchange/integration,

Easy/simplified sharing data among key stakeholders,

Lack of standardized product codes, reporting units, procurement pack units,

Lack of batch number and expiration date by lot,

Improving data quality,

Need to aggregate product estimates by a set of countries or at the global level,

1. Enhancing the user interface and overall usability, and

Use of product master with standardized product codes and accommodating to a future GS1 compliant additional nomenclature for the products.

Addressing these issues needs is core to the strategy for upgrading these tools. In addition, sustainability must be a focus, due to the use of the tools by stakeholders other than USAID. The strategy and approach for the tools must ensure that the current cappabilities are maintained, while creating a solution to address the issues highlighted above.

B.2.b General Scope of Work

The primary objectives of this project are to build the next regeneration of FASP tools on a scalable and

modular platform that is operating system agnostic. The tool will be web-based with significant capabilities to

work in an offline mode. The design shall allow for seamless data exchange and sharing across key

stakeholders and public health systems as well as have a focused user-centric interface for overall usability.

The solution is primarily designed for pharmaceuticals and medical consumables, but may extend across the health technologis landscape in future iterations. The solution may be fully open source, partially open source with licensed components, or a fully licensed model. Custom code that is developed soley for the solution shall be made available to GHSC-PSM.   With this in mind, the design should accommodate for modular expansion, the

development methodology and technology stack should leverage technology stacks that are widely supported.

B.2.c Key System Design Principles

While following the strategy and technical approach described in this document will inform the

system design, there are key design principles that need to apply and are described below.

1. Web-based with Offline Synchronization

Upgrading the tools implies unifying around specific types of technologies for

implementation. The most appropriate technologies for the FASP tools are web-based with

offline synchronization. A requirement for the future FASP tool is for a web-based tool with

offline capabilities that will provide users automatic system updates, data exchange capabilities

with other systems in-country, and improved control over master data. The offline capability

will ensure forecasting and supply planning functionality for users with unreliable internet

connection. The offline capability should also ensure data and transactions get synchronized with

the main database upon restoration of connection

1. Modular Design

The existing FASP tools have significant interdependencies but are based on different

technologies. Unifying around a specific type of technology will be an important step forward

for long-term support and sustainability. Furthermore, the FASP tools could be designed

modularly for the tools to work seamlessly together. As different capabilities will be required

by different stakeholders, the modules could be deployed as a package or separately, depending on the underlying design. The design may include different modules interacting

with a core database, independent modules with tight integration for interoperability and data

exchange, or a configurable unified package that allows modules and functionality to be

enabled and disabled. The ultimate design would be determined based on the tools’ goals and

objectives and key functional requirements.

1. User Interface

The FASP Modernization tool will be used in multiple countries across the globe by people serving

Different roles in the forecasting and supply planning process.As such, the user interface should be configurable. This software flexibility will also be important as global strategies change. This global

tool must have an interface that includes translations into multiple languages, specifically French,

Spanish, Portuguese, among others. The tool should have a simple translation table/mechanism that

allows users if needed to easily upload the translation data and have the program available on this new

language. The tool should have a consistent look and feel among mobile, tablet and computer devices.

1. Integration and Interoperability

With the existing tools, data exchange is laborious, contributes to data quality problems and

fails to provide timely information. Today the primary mechanism for exchanging data is to

export and import data via Excel or XML files. While this approach works, data are not

exchanged on a timely basis, and data quality problems emerge. Inconsistencies in product

descriptions and attributes appear to be causing the biggest problems. chaRegular

sharing of product master data could reduce inconsistencies in reporting on orders and

shipments that hurt data quality and require time-consuming revisions. Without consistent

product master data, order and shipment information requires manual reconciliation, which

reduces the value of reporting. Automating data exchange and increasing its frequency,

typically daily, will significantly improve the quality and timeliness of data. The browser-

based approach suggested above can be designed with an appropriate architecture for

automating data exchange. Integration and interoperability, based on appropriate technologies

for data exchange, are high priorities for upgrading or replacing the FASP tools. Interoperability should

ensure that quality and referential integrity of the exchanged data are maintained.

1. Enhanced Interface

Ease-of-use issues were raised when reviewing the existing tools. These issues tended to

revolve around the intuitiveness of the user interface and the need for data manipulation. This

project should take advantage of the need to upgrade or replace the FASP tools and improve

the user interface and reduce the need for extensive offline data manipulation. Providing a

consistent look and feel while still configurable across the tools will tend to improve the use and

support adoption. As this approach promotes orienting around browser-based technology, a consistent

look and feel should be developed across the forecasting and supply planning modules

B.2.d. The technical proposal shall comprise of the following parts:

**Part 1. Technical Approach, Methodology and Detailed Work Plan**.

Using the above strategy and technical approach, the offerors’ proposed methodology and solutions in regard to

overall intended intervention that will result in the Indefinite quantity contract.

Part 1, Technical:Approach, Methodology and Detailed Work Plan. This part shall be between 15 and 20 pages  long but may not exceed 20 pages.

***The Technical Approach, Methodology and Detailed Worked must cover the following:***

***1. Engagement with the GHSC-PSM project***

***a. Communication Plan.*** How often do you plan to communicate with the GHSC-PSM project

core team? What method of communication will be used for each deliverable? What is the

chain of escalation points of contact (i.e. if someone can’t be reached, who’s next)?

***2. Methodology***

***a. Extensibility.*** Building new functionality and modules are inevitable. Building a platform that

can respond to future growth will be essential to keep up with market demands.

***b. Flexibility.*** As new features are requested, how easy will it be to add? How will new updates

be disseminated to users?

***c.*** ***Development Strategy.*** Describe your development and delivery strategies and cost structure:

Agile vs. Traditional vs. Combination. Provide a breakdown time from start to finish working

delivery of the POC (proof of concept) followed by the time to complete the effort.

***3. Technology Framework***

***a. Technology Selection Process and Criteria***

***i. Technology Method.*** Describe technology stack and what portions are open source vs. licensed components. Describe solution and method used to arrive at decision.

***ii. Technology Solution.*** What specific technology solutions will be used to create the

FASP Modernization tool? What criteria was used in this decision?

***b. Vendor Partnership***. Focuses on how partnerships are formed and sustained over time with

partners on the contract, GHSC-PSM, USAID.

***i. Governance Approach***. Describe approaches for development cadence, customization

requirements vs. critical elements of development, feature prioritization, testing and

acceptance signoff by stakeholders.

***ii. Prospective Roadmap.*** Provide a prospective roadmap for the development, testing

and deployment of the solution.

***iii. Cost Model.*** What are the projected cost points (i.e. acquisitions, maintenance,

customization)?

***iv. Support Model.*** Describe technical support available during development and

implementation. Describe the level of support available post implementation. How are

issues/bugs tracked, resolved and updates released to users ?

***c.*** ***Technology Sustainability***

***i. Platform/Tech Stack***. Describe the platform/tech stack and how it meets project

objectives. Describe the required minimum version of infrastructure components.

Describe the application architecture approach. Describe how it can  support

language localization.

***ii. Scalability and Performance.*** How responsive is the model for loading new data

regardless of location in the world? How is data archived?

***iii. Update Distribution***. Describe methodology for distributing updates to Reference

Data and software updated. How frequent will updates occur?

***d. Technology Interoperability***

i.***Data Mapping***. How will the system handle mapping Master Data Management

across multiple organizations as this will be central to success? How will legacy data be accounted for?

***ii. Scheduling.*** System should have the ability to match import/export jobs scheduled

and monitored. System should have the ability to detect if an import of data is

executed twice.

***iii. API/Integration***. The system shall be able to import data from external systems,

specifically import legacy systems like Quantimed and PipeLine and export in

multiple formats (XML, CSV, JSON, PDF). Describe how the system can automate

the input and output of data from external sources.

***iv. Authentication/Authorization.*** Describe user authentication used to provision

individual accounts and ability to connect to external sources (i.e. Active Directory).

Describe if there is multiple account access by user roles and systems ability to assign

roles to capabilities (read only, read-write, etc.).

Individual task orders will contain components from one or more technical components.

**Part 2: Management, Key Personnel, and Staffing Plan.**

Offerors shall outline their overall management approach of the development of the FASP Modernization

solutions that are necessary for the implementation of the scope of work under the IQC and future

subcontract-task orders (Sub-TOs). Offerors are expected to outline the expertise necessary to successfully

carry out their proposed implementation of the IQC and any subsequent Sub-TO as part of their

management approach plan. Furthermore, offerors are expected to showcase the expertise available for their implementation of these services. This section shuld also include offeror’s general corporate support provided to the software development services. This section should be 5-7 pages in length and shall not exceed 7 pages. CVs for key personnel shall be included in an annex to the technical proposal and will not count against the page limit.

|  |  |  |
| --- | --- | --- |
| **Offerors shall**  **propose staff for the**  **following key**  **personnel positions**  **necessary for the**  **implementation of**  **the scope of work:**  **Role** | **Responsibility** | **Minimum Qualifications** |
| Project  Manager/Lead | • Overall ownership of the Project and  main channel of communication  between the GHSC-PSM and Vendor  Team  • Monitor and review project progress  and advise status to stakeholders  through the meetings and reporting  processes  • In conjunction with the GHSC-PSM  team, develop and maintain the goals  and objectives of the Project  • Accountable for the adherence to  quality and standards guidelines  • Assist in coordinating the user  acceptance testing processes  • Supervise and monitor the project  progress and review the effectiveness of  project execution performed by the vendor resources  • Monitors and ensures the quality of project deliverables  • Arrange all regular project status meetings and change management meetings  • Ensures client management  • Signatory to various project documents from vendor side | • Master’s degree in an  information technology field and  experience working in custom  development projects preferred  • 12 years of experience managing  projects with similar complexity  • A combination of software  development, project  management as well as  understanding of  forecasting/statistical analysis is  preferred |
| Lead System  Architect/Developer | • Write code/configure application to  ensure software functionalities as per  the requirement specifications.  • Fix bugs, refine, configuration  management and fine tune system  functionalities for optimal performance  of FASP Modernization solution  • Liaise with team for creating software and operating manuals | • Master’s degree in an  information technology field and  experience working on complex  software development projects  • 10 years of experience working  within vendor preferred  technology stack  • Background in  forecasting/statistical modelling-based solutions preferred. |
| Developer(s) | • Write code/configure application to  ensure software functionalities as per  the requirement specifications.  • Research and examine existing  functionalities of the proposed solution  to ensure its aligned with the  requirement specification for FASP  Modernization  • Refine and fine tune system  functionalities for optimal performance  for FASP Modernization solution  • Setup and configure the system as per  the required specifications for FASP  Modernization solution.  • Liaise with team for creating software and operating manuals | • Bachelor’s degree in information  technology field and at least 7  years’ experience in developing  within vendors preferred  development stack  • 5 years of experience designing  custom solutions |
| Business Analyst | • SME in the cross section of  quantification statistical analysis, data  modeling,  • Impart the ideas on the best practices  and lesson learnt managing  development of custom products.  • Capture and manage business  requirements in collaboration with  project managers, developers and other  stakeholders.  • Documents and develop SRS for  system change management,  configuration and implementation.  • Prepare system implementation  document aligned with the overall milestones and objectives set by GHSC-PSM team.   * Lead software testing and deployment management. | • Technical undergraduate degree  required. Masters in  Science/Engineering/Business  Administration desired  • Must have supply  quantification/forecasting/statisti  cal modeling experience.  • Excellent communications and  inter personal skills  • At least 5+ years’ experience as  Business Analyst/ System  Analyst on software development  projects.  • System level and holistic  understanding of Technical concepts |

**Part 3: Corporate Capabilities, Experience, and Past Performance**.

Part 3 must include a description of the company and organization, with appropriate reference to any

parent company and subsidiaries. Offerors must include details demonstrating their experience and

technical ability in implementing the technical approach/methodology and the detailed work plan. This part shall be between 2 and 7 pages long but may not exceed 7 pages.

Additionally, offerors must include three (3) past performance references of similar work (under contracts

or subcontracts) previously implemented as well as contact information for the companies for which such

work was completed. Past performance references shall be included in an annex to the technical proposal and will not count against the page limit.

Provide example of:

• product development

• product management lifecycle

• building of platforms (tech stack)

• analytics and visualizations

• contributions/involvement in the global public goods/open source community

Contact information must include at a minimum: name of point of contact who can speak to the offeror’s

performance, name and address of the company for which the work was performed, and email and phone

number of the point of contact.

Chemonics reserves the right to check additional references not provided by an offeror.

The sections of the technical proposal stated above must respond to the detailed information set out in

Section II of this RFP, which provides the background, states the scope of work, describes the

deliverables, and provides a deliverables schedule.

C. Cost Proposal

The cost proposal is used to determine which proposals represent the best value and serves as a basis of

negotiation before award of a subcontract.

The price of the subcontract to be awarded will be a ceiling price, developed based on the successful Offeror’s

estimates. For the purpose of the proposal, offerors must provide the following which will make up the price

for the Task Order.

A detailed budget showing major line items, e.g. salaries, allowances, travel costs, other

direct costs and indirect rates, as well as individual line items, e.g. salaries or rates for individuals, different

types of allowances, rent, utilities and insurance. Offers must show unit prices, quantities, and total price. All

items and services must be clearly labeled and included in the total offered price. All cost information must be

expressed in US Dollars. See Annex 2 for a sample cost structure. The estimated budget for the minimum

viable product (MVP) under Task Order 1 should be between USD$350,000 – 500,000.

Additionally, include a section on how fees are estimated to increase year per year with a maximum increase percentage per year for up to 10 years. Also explain that the cost analysis for licensed solutions will take into consideration 10 years as the life of the solution when compared with Open source solutions. Moreover, please explain what costs are included with the license (e.g. maintenance, debugging, training, etc) and list all other costs that are not included that could be charged during the estimated 10 year life as well as their pricing structure, estimated frequency of charge, etc.

The cost proposal shall also include a budget narrative that explains the basis for the estimate of every cost

element or line item for the task orders. Supporting information must be provided in sufficient detail to allow

for a complete analysis of each cost element or line item. Chemonics reserves the right to request additional

cost information if the evaluation committee has concerns of the reasonableness, realism, or completeness of

an offeror’s proposed cost.

If it is an offeror’s regular practice to budget indirect rates, e.g. overhead, fringe, G&A, administrative, or

other rate, Offerors must explain the rates and the rates’ base of application in the budget narrative. Chemonics

reserves the right to request additional information to substantiate an Offeror’s indirect rates.

Under no circumstances may cost information be included in the technical proposal. No cost information or

any prices, whether for deliverables or line items, may be included in the technical proposal. Cost information

must only be shown in the cost proposal.

**I5. Source of Funding, Authorized Geographic Code, and Source and Origin**

Any subcontract resulting from this RFP will be financed by USAID funding and will be subject to U.S.

Government and USAID regulations.

All goods and services offered in response to this RFP or supplied under any resulting award must meet

USAID Geographic Code 935 in accordance with the United States Code of Federal Regulations (CFR), 22

CFR §228, available at: [http://www.gpo.gov/fdsys/pkg/CFR-2012-title22-vol1/pdf/CFR-2012-title22-vol1-](http://www.gpo.gov/fdsys/pkg/CFR-2012-title22-vol1/pdf/CFR-2012-title22-vol1-part228.pdf)

[part228.pdf.](http://www.gpo.gov/fdsys/pkg/CFR-2012-title22-vol1/pdf/CFR-2012-title22-vol1-part228.pdf)

The cooperating country for work performed under task orders envisioned under this RFP may be in any

location where the GHSC-PSM project operates world-wide. Following award, any requests for task order

proposals shall indicate the cooperating country for any in-country activities as may be required.

Offerors may not offer or supply any products, commodities or related services that are manufactured or

assembled in, shipped from, transported through, or otherwise involving any of the following countries:

Burma (Myanmar), Cuba, Iran, North Korea, (North) Sudan, Syria. Related services include incidental

services pertaining to any/all aspects of this work to be performed under a resulting contract (including

transportation, fuel, lodging, meals, and communications expenses).

**I6. Chronological List of Proposal Events**

The following calendar summarizes important dates in the solicitation process. Offerors must strictly follow

these deadlines.

RFP announcement and publication March 15, 2019

Deadline for written questions April 5, 2019

Answers provided to questions/clarifications via conference call April 19, 2019

Proposal due date May 10, 2019

Subcontract award (estimated) June 14, 2019

The dates above may be modified at the sole discretion of Chemonics. Any changes will be published in an

amendment to this RFP and circulated to all entities who have indicated an interest in this RFP.

**Written Questions and Clarifications.** All questions or clarifications regarding this RFP must be in writing

and submitted to HSS Operations team at FASPprocurement@ghsc-psm.org no later than 3PM EST April 5, 2019. Questions and requests for clarification, and the responses thereto, will be circulated to all RFP recipients who have indicated an interest in this RFP. To indicate interest in this RFP and for an invite for the Verbal Clarifications, please submit an email with a point of contact (name, organization, email address) to FASPprocurement@ghsc-psm.org by April 5, 2019.

A clarifying questions conference call will be held via Skype for Business on or about April 19, 2019. The exact time and detials will be provided to interested offerors an opportunity to ask any questions about this RFP and the solicitation process and for

Chemonics to respond to any written questions received. Only written answers from Chemonics will be

considered official and carry weight in the RFP process and subsequent evaluation. Any answers received

outside the official channel, whether received verbally or in writing, from employees or representatives of

Chemonics International, the GHSC-PSM project, or any other party, will not be considered official responses

regarding this RFP.

**Proposal Submission Date.** All proposals must be received by 5PM EST, May 10, 2019. Late offers will be considered at the discretion of Chemonics.

**Oral Presentations.** Chemonics reserves the option to have select offerors participate in oral presentations

with the technical evaluation committee. Interviews may consist of oral presentations of offerors’ proposed

activities and approaches. Offerors should be prepared to give presentations to the technical evaluation

committee at the GHSC-PSM office within 2 days of receiving notification.

**Subcontract Award (estimated).** Chemonics will select the proposal that offers the best value based upon the

evaluation criteria stated in this RFP.

**I7. Validity Period**

Offerors’ proposals must remain valid for 90 calendar days after the proposal deadline.

**I8. Evaluation and Basis for Award**

An award will be made to the offeror whose proposal is determined to be responsive to this solicitation

document, meets the eligibility criteria stated in this RFP, meets the technical, management/personnel, and

corporate capability requirements, and is determined to represent the best value to Chemonics. Best value will

be decided using the tradeoff process considering the task order proposals.

This RFP will use the tradeoff process to determine best value best value to Chemonics and

the GHSC-PSM project. That means that each proposal will be evaluated and scored against the evaluation

criteria and evaluation sub-criteria, which are stated in the table below, as well as responsiveness to

requirements in the technical requirements sections. Cost proposals are not assigned points, but for overall

evaluation purposes of this RFP, technical evaluation factors other than cost, when combined, are considered

approximately equal to cost factors. Cost will primarily be evaluated for realism and reasonableness. If

technical scores are determined to be equal or nearly equal, cost will become the determining factor.

Chemonics may award to a higher priced offeror if a determination is made that the higher technical

evaluation of that offeror merits the additional cost/price.

In evaluating proposals, Chemonics will use the following evaluation criteria. Chemonics will

evaluate each task order response under the criteria listed in table below; overall corporate capability and past

performance will be considered at the subcontract level.

|  |
| --- |
| ***Evaluation Criteria*** |
| 1. **Technical Approach, Methodology, and Detailed Work Plan** |
| 1. **Management, Key Personnel, and Staffing Plan** |
| 1. **Corporate Capabilities, Experience, and Past Performance** |

Evaluation points will not be awarded for cost. Cost will primarily be evaluated for realism and

reasonableness. If technical scores are determined to be nearly equal, cost will become the determining factor.

This RFP utilizes the tradeoff process set forth in FAR 15.101-1. Chemonics will award a subcontract to the

offeror whose proposal represents the best value to Chemonics and the Global Health Supply Chain Program –

Procurement and Supply Management project. Chemonics may award to a higher priced offeror if a

determination is made that the higher technical evaluation of that offeror merits the additional cost/price.

**I9. Negotiations**

Best offer proposals are requested. It is anticipated that a subcontract will be awarded solely on the basis of the original offers received. However, Chemonics reserves the right to conduct discussions, negotiations and/or

request clarifications prior to awarding a subcontract. Furthermore, Chemonics reserves the right to conduct a

competitive range and to limit the number of offerors in the competitive range to permit an efficient evaluation

environment among the most highly-rated proposals. Highest-rated offerors, as determined by the technical

evaluation committee, may be asked to submit their best prices or technical responses during a competitive

range. At the sole discretion of Chemonics, offerors may be requested to conduct oral presentations. If deemed

an opportunity, Chemonics reserves the right to make separate awards per component or to make no award at

all.

**I10. Terms of Subcontract**

This is a request for proposals only and in no way obligates Chemonics to award a subcontract. In the event of

subcontract negotiations, any resulting subcontract will be subject to and governed by the terms and clauses

detailed in Section III. Chemonics will use the template shown in section III to finalize the subcontract. Terms

and clauses are not subject to negotiation. By submitting a proposal, offerors certify that they understand and

agree to all of the terms and clauses contained in section III.

As provided herein and in accordance with FAR 52.227-14 Rights in Data – General, USAID shall have

unlimited data rights to the software including all recorded information comprising source code listings,

design details, algorithms, processes, flow charts, formulas, and related material that would enable the

computer program to be produced, created, or compiled. If the solution is a licensed product, any custom development performed shall be for the exclusive use by GHSC-PSM and/or USAID.

In accordance with Sections G and H.6 of the draft subcontract and to be clear, Chemonics and USAID shall

also have data rights on all data, reports, materials, software documentation and any databases collected,

analyzed, or developed under this Subcontract. USAID shall have unlimited data rights for any software first

developed under this Subcontract. The Subcontract shall ensure that any such software requested and

developed under this subcontract can be accessed, used, modified and shared by anyone – an Open Source

Software (OSS) that complies with the definition of “Open Source” provided by the Open Source Initiative

(https://opensource.org/osd) and/or that meet the definition of “Free Software” provided by the Free Software

Foundation (https://www.gnu.org/philosophy/free-sw.html). USAID retains the right to append appropriate

OSS licenses to the source code as appropriate for the intent and use of the software as determined by USAID.

**I11. Privity**

By submitting a response to this request for proposals, offerors understand that USAID is NOT a party to this

solicitation.

**Section II Background, Scope of Work, Deliverables, and Deliverables Schedule**

**II.1. Background**

The current USAID FASP technology landscape consists of multiple, standalone tools. Existing FASP tools,

specifically Quantimed and PipeLine, do not easily integrate data from other sources and suffer data quality

challenges.

• Quantimed is a forecasting tool designed to estimate cost and order quantity of medicines, medical

supplies, laboratory supplies and reagents needed to provide services for a given target population

or for an estimated number of patients in a new or expanding program.

• PipeLine is a supply planning tool that enables program managers to plan optimal procurement and

delivery schedules for health commodities and to monitor the stock status of health products.

Policymakers, product suppliers and donors can generate reports, estimate future product needs in

terms of quantities and costs, and use the software as a key tool in program planning.

Both tools have been widely adopted among the stakeholder community for forecasting and supply planning

purposes, are functioning despite some bugs and defects, and are interoperable to easily import data into the

other. However, both are based on obsolete technology, with limited possibilities for automation or integrating

analytics or optimization. Some business processes, such as evaluating forecast accuracy or comparing

forecast methodologies, are not easily conducted within the existing tools.

The primary goal of the FASP Modernization Solution is to leverage new technologies and upgrade FASP

tools to a new technology platform. This goal can be split into three sub-goals:

1. Integrate, forecasting and supply planning into one platform;

2. Improve data sharing across all stakeholders; and

3. Enhance user-interface and overall usability, including results visualization and exchange with other

key operational systems.

**II.2. Scope of Work**

**Overview**

The purpose of this procurement is to develop the next generation of FASP tools for GHSC-PSM project from

a vendor who has proven experience in developing software products, well documented capabilities

within forecasting, statistical analysis, and user centric design. The solution will be designed to be modular,

built on modern technology stack, operating system agnostic with both web based as well as off line

capabilities. Open source solutions are preferred, howevere, licensed solutions are also acceptable. The analytics and visualization module will be a separate layer within the application. The

recommended approach is for vendors to leverage existing platforms and rapid iterative development. The

timeline and approach are designed and develop a product in an estimated 6 weeks sprints, develop a base version/proof of concept that lays a foundation for additional future capabilities.

The successful offeror shall deliver to Chemonics the deliverables set forth in A and B below.

A. Based on the functional and technical requirements the vendor will identify and develop a proof of

concept for core functionality – Quantification and forecasting using Demographic/morbidity/services-based forecasting methods as well as Consumption/Logistics Forecasting methods. (*See FASP Information flow documents)*

• The vendor shall outline the technical approach and methodology to identify and develop a minimal

viable product/ proof of concept. The MVP must include core elements: Data inputs; Back end

processing; Outputs/Reports. (Refer Requirements documents for complete list of requirements)

• The vendor shall clearly define critical artifacts developed thru the project phase. Artifacts not limited

to the mandated listed below:

* Management/Execution Documents: Backlog List; Assumption Log; Test Plans; Code Repository
* Requirements Roadmap: Software Requirements /Use Cases/Epics; KPI List. This should include design documentation and test reports that link to and demonstrate use cases/requirements.
* Data Management: Data Dictionary; Data Model; Business Rules matrix; Data flow Diagram
* Roles: Persona/Role Matrix; Use Case/Requirement/Persona Matrix; Security role matrix.

• The vendor will provide a draft MVP timeline. PSM suggests an estimated 6 week sprints and provides the following structure: See Fig 1

Figure. 1 Suggested six-week sprint schedule:

For detailed requirements please see attachment\*:

• Business requirements, reference Annex 11

• Technical Requirements, reference Annex 12

• Reporting requirements, reference Annex 13

• FASP Tool information flow mapping, reference Annex 14

\*Further detailed requirements should be gathered by the offeror and included in the work plan.

B. Technical documentation, data migration and user guides:

In addition to the development, the vendor will also ensure legacy databases can be successfully migrated

to the new product. The vendor will also be responsible for developing all technical documentation and

user manuals. The vendor needs to indicate in their proposal what type of training is included and what are its details (e.g. training of trainers for 10 people, multiple trainings of about 20 people in multiple countries)

**II.3. Deliverables**

The successful offeror shall deliver to Chemonics the following deliverables, in accordance with the schedule

set forth in II.4 below.

Deliverable No. 1: Project Plan

The contractor shall prepare a detailed project plan describing the contractors approach and indicate key

deliverables and timelines for various phases and aspects of software development/project management. The

project plan shall include the scope, activities, activity sequence and activity duration and milestones. The plan

shall also include change control governance process, roles and responsibilities matrix, communication plan,

quality assurance plan, release management plan, risk management plan, and master and reference data

governance. The plan shall also include system requirements templates, use case and test case templates, test

results template, user acceptance template in addition to templates required for processes listed above. The

project plan shall be submitted in Microsoft Project and Microsoft Word / PowerPoint files

Deliverable No. 2: Project Inception

The contractor shall provide a report after project inception and detail the following at a minimum: project

objectives, high level requirements, stakeholders list, assumptions, dependencies, risks, critical success factors,

exclusions and constraints, roles and responsibilities of stakeholders and acceptance criteria.

Deliverable No. 3: Detailed sprint development plan.

The contractor shall provide a detailed sprint development plan. The report shall contain at a minimum –

document purpose, application overview, backlog list, assumption log, test plan thru the development

milestones, the vendor shall also produce detailed software requirements/Use Cases/Epics as defined in the

project charter. (in scope, out of scope, items not tested), Burn –up/Burn Down metrics, defects classified by

severity, defects by function – data to be displayed in visual format also), next steps, recommendation,

conclusion / user acceptance sign-off.

Deliverable No. 4: Technical Documentation

The vendor shall provide comprehensive documentation not limited to the following: Data Dictionary, Data

model, Business rules matrix data flow diagram, detailed technical documentation. The vendor shall also

develop a user guide, systems administration manual and programmer guide. The report shall be submitted in

Microsoft Word format. (attachments in PDF or Microsoft PowerPoint)

Deliverable No. 5: Project Progress Tracker

The contractor shall create an approved template for a report to provide bi-weekly project status updates. The

report shall include, among other things, information regarding progress measured against the detailed project

plan, updates on newly identified risks and mitigation strategy (must feed into risk log), challenges

encountered, solutions to overcoming identified challenges. The document shall be submitted electronically in

Microsoft Word or Microsoft PowerPoint files.

Deliverable No. 6: Project Closeout Report

The contractor shall create an approved template for a report to document the closeout of the project. The

report shall include, among other things, information related to compliance with project plan, deliverables,

requirements, schedule, scope, customer acceptance and handover. The report shall also document project

transition requirements and activities after closeout, especially regarding operations, maintenance and

sustainability. The report shall also contain lessons learned during the project. The document shall be submitted

electronically in Microsoft Word or Microsoft PowerPoint files.

Deliverable No. 7: Source Code Files

If providing an open source solution, the contractor shall provide all source code files including technical documents and system administration guide that describes how the system works, talks about the backend, database structure, algorithsm, and procesesse in the tool.

**II.4. Deliverables Schedule**

The successful offeror shall submit the deliverables described above in accordance with the following deliverables schedule, or propose adjustments to deliverable due dates:

|  |  |  |
| --- | --- | --- |
| **Deliverable**  **Number** | **Deliverable Name** | **Desired Due Date (details to be provided in techinical and cost proposal)** |
| 1 | Project Plan | 2 weeks after subcontract signing |
| 2 | Project Inception | 3 weeks after subcontract signing |
| 3 | Detailed Sprint Development Plan | 4 weeks after subcontract signing |
| 4 | Technical Documentation | 20 weeks after subcontract signing |
| 5 | Project Progress Tracker | Bi-Weekly basis |
| 6 | Project Closeout Report | 24 weeks after subcontract signing |
| 7 | Source Code Files | 24 weeks after subcontract signing |

**Section III Firm Fixed Price Subcontract (Terms and Clauses)**

|  |  |
| --- | --- |
| By (signature) | By (signature ) |
| Date: | Date: |

|  |  |  |
| --- | --- | --- |
| **1. Issued by:** | | **2. Issued to:** |
| **Chemonics International Inc.**  1717 H Street NW  Washington, D.C. 20002 | | **(***Name and address of Subcontractor***)** |
| **3. Subcontract Number:** | |  |
| **4. Sub-Task Order Number:** | |  |
| **5. Prime Contract and Task Order Number:** | |  |
| **6. Contents** | | |
| A.1       TITLE  28  A.2       BACKGROUND           28  A.3       OBJECTIVE      28  A.4       STATEMENT OF WORK          28  A.5       DELIVERABLES AND DELIVERABLES SCHEDULE              28  A.6       TECHNICAL DIRECTIONS      29  A.7       TERM OF PERFORMANCE     29  A.8       CONTRACT TYPE        29  A.9       FIRM FIXED PRICE     29  A.10     USE OF GOVERNMENT FACILITIES AND PERSONNEL       30  A.11     DUTY POST     30  A.12     LOGISTIC SUPPORT  30  A.13     AUTHORIZED GEOGRAPHIC CODE  30  A.14     EXECUTIVE ORDER ON TERRORISM FINANCING  30  A.15     COMPLIANCE WITH U.S. EXPORT LAWS     30  A.16     REPRESENTATIONS AND CERTIFICATIONS             31  A.17  KEY PERSONNEL 31  A.18  LANGUAGE REQUIREMENTS 32  A.19     FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) 33  A.20  FEDERAL ACQUISITION REGULATION (FAR) AND AGENCY FOR  INTERNATIONAL DEVELOPMENT ACQUISITION REGULATION (AIDAR) 33 | | |
| The Subcontractor agrees to furnish and deliver all items or perform all the services set forth or otherwise  identified above and on any continuation sheets for the consideration stated herein. The rights and obligations  of the parties to this subcontract shall be subject to and governed by the following documents: (a) the  Subcontract referenced in Block 3 above; (b) this Sub-Task Order; and (c) such provisions and specifications as  are attached or incorporated by reference herein. | | |
| Name:  Title: | Name:  Title: Vice President of Finance and Compliance | |
| (Insert name of subcontractor) | Chemonics International Inc. | |

**A.1 TITLE**

FASP Modernization Tools- USAID Global Health Supply Chain Program- Procurement and Supply

Management (GHSC-PSM) project Prime IDIQ No. AID-OAA-I-15-00004/ Task Order No. AID-OAA-TO-

15-00007\Task Order No. AID-OAA-TO-15-000 l 0.

**A.2 BACKGROUND**

**A.3 OBJECTIVE**

**A.4 STATEMENT OF WORK**

**A.5 DELIVERABLES AND DELIVERABLES SCHEDULE**

a) The Subcontractor shall deliver to Chemonics the following deliverables, in accordance with the schedule set forth below. Deliverables shall be submitted electronically and in hard copy to the individual specified in Section A.6 and shall insert any language, page, or formatting requirements if applicable.

Deliverable No. 1: (Deliverable Name)

(Complete description of deliverable No. 1. Focus on the end state, result, report, or product the

Subcontractor must achieve in order to be paid, but do not describe processes for achieving it. This

description must be complete. Chemonics cannot withhold payment based upon a requirement that is not

specified here.)

Deliverable No. 2: (Deliverable Name)

(Complete description of deliverable No. 2. Focus on the end state, result, report, or product the

Subcontractor must achieve in order to be paid, but do not describe processes for achieving it. This

description must be complete. Chemonics cannot withhold payment based upon a requirement that is not

specified here.)

b) Deliverables Schedule

The Subcontractor shall submit the deliverables described above in accordance with the following

Deliverables Schedule:

|  |  |  |
| --- | --- | --- |
| Deliverable No.\* | Deliverable Name \* | Due Date |
| 1 | (Deliverable Name from Section A.5.a) | (DATE) |
| 2 | (Deliverable Name from Section A.5.a) | (DATE) |

\*Deliverable numbers and names refer to those fully described in Section A.5.a, above.

Chemonics reserves the unilateral right to terminate this fixed price sub-task order at any time, paying for all deliverables completed at the time of termination and a pro-rata share of any deliverable in progress, in

accordance with FAR Clause 52.249-1, Termination for Convenience of the Government (Fixed Price) (Short Form) (April 1984).

Chemonics may order changes in the scope of work above pursuant to the Federal Acquisition Regulation

(FAR) Clause 52.243-1, Changes—Fixed Price.

**A.6 TECHNICAL DIRECTIONS**

The Subcontractor shall render the services and produce the deliverables stipulated in Section A.5, above,

under the general technical direction of the Health Systems Strengthening (HSS) Operations Team. The HSS Operations team will be responsible for monitoring the Subcontractor’s performance under this fixed price sub-task order. The Subcontractor shall not communicate directly with USAID during the performance of this fixed price sub-task order.

**A.7 TERM OF PERFORMANCE**

a) The period of performance for this sub-task order is from (insert start date) to (insert end date) The

Subcontractor shall deliver the deliverables set forth in Section A.5 in accordance with the Statement of

Work in Section A.4 to the (designate receiving person) in accordance with the schedule stipulated

therein.

b) In the event that the Subcontractor fails to make progress so as to endanger performance of this fixed price sub-task order, or is unable to fulfill the terms of this fixed price sub-task order by the approved

completion date, the Subcontractor shall notify Chemonics forthwith and Chemonics shall have the right

to summary termination of this fixed price sub-task order upon written notice to the Subcontractor in

accordance with the incorporated FAR Clause 52.249-8, Default (Fixed-Price Supply and Service)

**A.8 CONTRACT TYPE**

This is a firm fixed price (FFP) type sub-task order.

**A.9 FIRM FIXEDPRICE**

a) As consideration for the delivery of all of the products and/or services stipulated in Section A.4 and A.5,

Chemonics will pay the Subcontractor a total of (insert amount (if local subcontract amount should be in

local currency). This figure represents the total price of this sub-task order and is fixed for the period of performance outlined in Section A.7, Period of Performance. Chemonics will pay the total price through a

series of installment payments. Chemonics will make each payment subject to Section A.9(c), below,

after Subcontractor’s completion of the corresponding deliverable indicated in the following table:

b) Upon Systems Strengthening MIS Director's acceptance of the contract deliverables described in Section

A., Background, Scope of Work, Deliverables and Deliverables Schedule, the Subcontractor shall submit an original invoice to Global Health Supply Chain Program - Procurement and Supply Management

(GHSC-PSM) for payment. The invoice shall be sent to:

Chemonics International, Inc. ATTN: PSM Finance

GHSC-PSM Program

251 18th Street South

Arlington, VA 22202

USA

202.955.3300

|  |  |
| --- | --- |
| **Installment Number and Amount** | **Corresponding Deliverable Number(s) and Name(s)\*** |
| 1. $XX,XXX | 1. (Deliverable No. 1 Name) |
| 2. $YY,YYY | 2. (Deliverable No. 1 Name) |

Invoice shall include the following information: a) subcontract number, b) deliverables delivered and

accepted, c) total amount due in US dollars per Section A.9(a)., above; and d) payment information

corresponding to the authorized account listed in A.9(c), below. Payment will be made according to the

terms described in the ordering Subcontract.

b) Chemonics shall remit payment according to the payment terms and any authorized accounts contained in the ordering Subcontract.

**A.10 USE OF GOVERNMENT FACILITIES AND PERSONNEL**

The Subcontractor and any employee or consultant of the Subcontractor is prohibited from using U.S.

Government facilities (such as office space or equipment), or U.S. Government administrative or technical

personnel in the performance of the services specified in the sub-task order, unless the use of Government

facilities or personnel is authorized in advance, in writing, by the Contracting Officer, through Chemonics.

b) If at any time it is determined that the Subcontractor, or any of its employees or consultants, have used

U.S. Government facilities or personnel either in performance of the sub-task order itself, or in advance,

without authorization in, in writing, by the Contracting Officer, then the amount payable under the sub-

task order 1 shall be reduced by an amount equal to the value of the U.S. Government facilities or

personnel used by the Subcontractor, as determined by the Contracting Officer.

c) If the parties fail to agree on an adjustment made pursuant to this clause it shall be considered a "dispute"

and shall be dealt with under the terms of the "Disputes" clauses of the Subcontract.

**A.11 DUTY POST**

The Duty Post for this sub-task order are subcontractor’s office and Washington, D.C. metro area.

**A.12 LOGISTIC SUPPORT**

The Subcontractor shall be responsible for all logistic support needed to successfully complete the sub-task

order.

**A.13 AUTHORIZED GEOGRAPHIC CODE**

The authorized geographic code for procurement of goods and services under this sub-task order is 935.

**A.14 EXECUTIVE ORDER ON TERRORISM FINANCING**

The Subcontractor (including its employees, consultants and agents) by entering into this subcontract certifies that it does not engage, support or finance individuals and/or organizations associated with terrorism. The

Subcontractor is reminded that U.S. Executive Orders and U.S. law prohibits transactions with, and the

provision of resources and support to, individuals and organizations associated with terrorism. A list of entities

and individuals subject to restrictions, prohibitions and sanctions can be found at the web site of the

Department of Treasury’s Office of Foreign Assets Control (OFAC), at http://treasury.gov/ofac. It is the legal

responsibility of the Subcontractor to ensure compliance with the Executive Order 13224 and other U.S. laws

prohibiting terrorist financing. This provision must be included in all subcontracts or subawards issued under

this subcontract.

**A.15 COMPLIANCE WITH U.S. EXPORT LAWS**

Subcontractor warrants and agrees to comply with all U.S. export laws and regulations and other applicable

U.S. law and regulations, including but not limited to: (i) the Arms Export Control Act (AECA), 22 U.S.C.

2778 and 2779; (ii) Trading with the Enemy Act (TWEA), 50 U.S.C. App. §§ 1-44; (iii) International Traffic

in Arms Regulations (ITAR), 22 C.F.R. Parts 120-130.; (iv) Export Administration Act (EAA) of 1979 and the

Export Administration Regulations (EAR) 15 C.F.R. Parts 730-774, (including the EAR anti-boycott

provision); (v) the International Emergency Economic Powers Act (IEEPA), 50 U.S.C. 1701-1706 and

Executive Orders of the President under IEEPA, 50 U.S.C. app. §§ 2401-2420; (vi) Office of Foreign Asset

Controls (OFAC) Regulations, 31 C.F.R. Parts 500-598; and (vii) other applicable U.S. laws and regulations.

As required, subject to Chemonics’ prior approval for all exports or imports under the Subcontract,

Subcontractor shall determine any export license, reporting, filing or other requirements, obtain any export

license or other official authorization, and carry out any customs formalities for the export of goods or

services. Subcontractor agrees to cooperate in providing any reports, authorizations, or other documentation

related to export compliance requested by Chemonics. Subcontractor agrees to indemnify, hold harmless and

defend Chemonics for any losses, liabilities and claims, including as penalties or fines as a result of any

regulatory action taken against Chemonics as a result of Subcontractor’s non-compliance with this provision.

**A.16 REPRESENTATIONS AND CERTIFICATIONS**

Any representations and certifications submitted resulting in award of this Subcontract are hereby incorporated

either in full text or by reference, and any updated representations and certifications submitted thereafter are

incorporated by reference and made a part of this Subcontract with the same force and effect as if they were

incorporated by full text. By signing this Subcontract, the Subcontractor hereby certifies that as of the time of

award of this Subcontract: (1) the Subcontractor, or its principals, is not debarred, suspended or proposed for

debarment or declared ineligible for award by any Federal agency; (2) no Federal appropriated funds have

been paid or will be paid to any person for influencing or attempting to influence an officer or employee of

any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of

Congress on its behalf in connection with awarding the contract or this Subcontract; and (3) no changes have

occurred to any other representations and certifications made by the Subcontractor resulting in award of this

subcontract. The Subcontractor agrees to promptly notify Chemonics in writing of any changes occurring at

any time during performance of this Subcontract to any representations and certifications submitted by the

Subcontractor.

As provided herein and in accordance with FAR 52.227-14 Rights in Data – General, USAID shall have

unlimited data rights to the software including all recorded information comprising source code listings,

design details, algorithms, processes, flow charts, formulas, and related material that would enable the

computer program to be produced, created, or compiled.

In accordance with Sections G and H.6 of the draft subcontract and to be clear, Chemonics and USAID shall

also have data rights on all data, reports, materials, software documentation and any databases collected,

analyzed, or developed under this Subcontract. USAID shall have unlimited data rights for any software first

developed under this Subcontract. The Subcontract shall ensure that any such software requested and

developed under this subcontract can be accessed, used, modified and shared by anyone – an Open Source

Software (OSS) that complies with the definition of “Open Source” provided by the Open Source Initiative

(https://opensource.org/osd) and/or that meet the definition of “Free Software” provided by the Free Software

Foundation (https://www.gnu.org/philosophy/free-sw.html). USAID retains the right to append appropriate

OSS licenses to the source code as appropriate for the intent and use of the software as determined by USAID.

**A.17 KEY PERSONNEL**

Pursuant to Section X X . X X Management Structure of the IQC Subcontract, the following individuals

are identified as Key Personnel:

**A.18 LANGUAGE REQUIREMENTS**

Subcontractor personnel and/or consultants shall have language proficiency in English to perform technical

services as specified. In the event of inconsistency between any terms of this sub-task order and any

translation into another language, the English meaning shall control.

**A.19 F ED ER AL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)**

**SUBAWARD REPORTING QUESTIONNAIRE AND CERTIFICATION FOR SUBCONTRACTS**

**AND SUB-TASK ORDERS UNDER INDEFINITE DELIVERY/INDEFINITE QUANTITY**

**SUBCONTRACTS**

Subcontractor Name:

Subcontractor DUNS Number:

Subcontract or Sub-Task Order Number:

Subcontract or Sub-Task Order Start Date:

Subcontract or Sub-Task Order Value:

The information in this section is required under FAR 52.204-10 "Reporting Executive Compensation and

First-Tier Subcontract Awards" to be reported by prime contractors receiving federal contracts through the

Federal Funding Accountability and Transparency Act (FFATA) Subaward Reporting System (FSRS). As

required by the referenced FAR, complete this questionnaire and certification as part of the Subcontract or Sub-Task Order with a value of $30,000 or more.

 In the previous tax year, was your company's gross income from all sources under $300,000?

Yes No

lf"No", please provide the below information and answer the remaining questions.

1. In your business or organization's preceding completed fiscal year, did your business or

organization (the legal entity to which the DUNS number belongs) receive (1) 80 percent or

more of its annual gross revenues in U.S. federal contracts, subcontracts, loans, grants,

subgrants, and/or cooperative agreements; and (2) $25,000,000 or more in annual gross

revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative

agreements?:

Yes No

(ii) Does the public have access to information about the compensation of the executives in your

business or organization (the legal entity to which the DUNS number it provided belongs)

through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of

1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986:

Yes No

(iii) Does your business or organization maintain a record in the System for Award Management

(www.SAM.gov)?

Yes No

(iv) If you have indicated "Yes" for paragraph (i) and "No" for paragraph (ii) and (iii) above,

provide the names and total compensation\* of your five most highly compensated

executives\*\*for the preceding completed fiscal year.

1. Name:

Amount:

1. Name:

Amount:

1. Name:

Amount:

1. Name:

Amount:

1. Name:

Amount:

The information provided above is true and accurate as of the date of execution of the referenced Sucontractor Sub-Task Order. Annual certification is required for information provided in paragraph (iv) above.

\*"Total compensation" means the cash and noncash dollar value earned by the executive during the Subcontractor's

preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

(1) Salary*and bonus.*

(2)*Awards of stock, stock options, and stock appreciation rights.* Use the dollar amount recognized for financial

statement reporting purposes with respect to the fiscal year in accordance with the Financial Accounting Standards

Board's Accounting Standards Codification (FASB ASC) 718, Compensation-Stock Compensation.

(3)*Earnings for services under non-equity incentive plans.* This does not include group life, health, hospitalization or

medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all

salaried employees.

(4)*Change in pension value.* This is the change in present value of defined benefit and actuarial pension plans.

(5)*Above-market earnings on deferred compensation which is not fax-qualified.*

(6) Other compensation, if the aggregate value of all such other compensation (e.g., severance, termination

payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds

$10,000.

*\*\*"Executive" means officers, managing partners, or any other employees in management position*

**A.20 FEDERAL ACQUISITION REGULATION (FAR) AND AGENCY FOR INTERNATIONAL DEVELOPMENT ACQUISITION REGULATION (AIDAR) FLOWDOWN PROVISIONS FOR SUBCONTRACTS AND TASK ORDERS UNDER USAID PRIME CONTRACTS**

**A.20.1 INCORPORATION OF FAR AND AIDAR CLAUSES**

The FAR and AIDAR clauses referenced below are incorporated herein by reference, with the same force and effect as if they were given in full text, and are applicable, including any notes following the clause citation, to this Subcontract. If the date or substance of any of the clauses listed below is different from the date or substance of the clause actually incorporated in the Prime Contract referenced by number herein, the date or substance of the clause incorporated by said Prime Contract shall apply instead. The Contracts Disputes Act shall have no application to this Subcontract. Any reference to a "Disputes" clause shall mean the "Disputes" clause of this Subcontract.

**A.20.2 GOVERNMENT SUBCONTRACT**

(a) This Subcontract is entered into by the parties in support of a U.S. Government contract.

(b) As used in the AIDAR clauses referenced below and otherwise in this Subcontract:

I. "Commercial Item" means a commercial item as defined in FAR 2.101.

2. "Contract" means this Subcontract.

3."Contracting Officer" shall mean the U.S. Government Contracting Officer for Chemonics' government

prime contract under which this Subcontract is entered.

4."Contractor" and "Offeror" means the Subcontractor, which is the party identified on the face of the

Subcontract with whom Chemonics is contracting, acting as the immediate subcontractor to Chemonics.

5."Prime Contract" means the contract between Chemonics and the U.S. Government.

6."Subcontract" means any contract placed by subcontractor or lower-tier subcontractors under this Contract.

**A.20.3 NOTES**

The following notes apply to the clauses incorporated by reference below only when specified in the

parenthetical phrase following the clause title and date.

1. Substitute "Chemonics" for "Government" or "United States" throughout this clause.
2. Substitute "Chemonics Procurement Representative" for "Contracting Officer", "Administrative Contracting Officer", and "ACO" throughout this clause.
3. Insert "and Chemonics" after "Government" throughout this clause.
4. Insert "or Chemonics" after "Government" throughout this clause.
5. Communication/notification required under this clause from/to Subcontractor to/from the USAID Contracting Officer shall be through Chemonics.
6. Insert "and Chemonics" after "Contracting Officer", throughout the clause.
7. Insert "or Chemonics Procurement Representative" after "Contracting Officer", throughout the clause.
8. If the Subcontractor is a non-U.S. firm or organization, this clause applies to this Subcontract only if Work under the Subcontract will be performed in the United States or Subcontractor is recruiting employees in the United States to work on the Contract.

**A.20.4 MODIFICATIONS REQUIRED BY PRIME CONTRACT**

The Subcontractor agrees that upon the request of Chemonics it will negotiate in good faith with Chemonics

relative to modifications to this Subcontract to incorporate additional provisions herein or to change

provisions hereof, as Chemonics may reasonably deem necessary in order to comply with the provisions of

the applicable Prime Contract or with the provisions of modifications to such Prime Contract. If any such

modifications to this Subcontract causes an increase or decrease in the cost of, or the time required for,

performance of any part of the Work under this Contract, an equitable adjustment may be made pursuant to

the "Changes" clause of this Subcontract.

**A.20.5 PROVISIONS OF THE FEDERAL ACQUISITION REGULATION (FAR) INCORPORATED BY REFERENCE**

The following FAR clauses apply to this Contract:

|  |  |  |  |
| --- | --- | --- | --- |
| **Clause Number** | **Title** | **Date** | **Notes and Applicability** |
| 52.202-1 | DEFINITIONS | NOV 2013 | All subcontracts regardless of value |
| 52.203-3 | GRATUITIES | APR 1984 | All subcontracts regardless of value (Note 4 applies) |
| 52.203-5 | COVENANT AGAINST CONTINGENT FEES | MAY 2014 | All subcontracts regardless of value (Note 1 applies) |
| 52.203-6 | RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT | SEP 2014 | Cost reimbursement subcontracts and cost reimbursement task orders (Note 4 applies) |
| 52.203-7 | ANTI-KICKBACK PROCEDURES | MAY 2014 | All subcontracts regardless of value (Note 1 applies) |
| 52.203-8 | CANCELLATION, RECISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY | MAY 2014 | All subcontracts equal to or greater than $150,000 (Note 1 aplies) |
| 52.203-10 | PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY | MAY 2014 | All subcontracts equal to or greater than $150,000 (Note 1 aplies) |
| 52.203-11 | CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS | SEP 2007 | All subcontracts equal to or greater than $150,000 (Note 2 aplies) |
| 52.203-12 | LIMITATIONS ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS | OCT 2010 | All subcontracts equal to or greater than $150,000 (Note 2 aplies) |
| 52.203-13 | CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT | APR 2010 | All subcontracts > $5,000,000 with a period of performance of 120 days or more. Disclosures made under this clause shall be made directly to the Government entities identified in the clause |
| 52.203-14 | DISPLAY OF HOTLINE POSTER(S) | DEC 2007 | All Subcontracts > $5,000,000 except those performed entirely outside of the U.S. (Note 8 applies) |
| 52.203-17 | CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENTS TO INFORM EMPLOYEES OF WHITLEBLOWER RIGHTS | SEP 2013 | All subcontracts equal to or greater than $150,000 |
| 52.204-06 | DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER) | JUL 2013 | All subcontracts equal to or greater than $25,000 |
| 52.204-10 | REPORTING EXECUTIVE COMPENSATION AND FIRST TIER SUBCONTRACT AWARDS (Subparagraph (d)(2) does not apply) | JUL 2013 | If the Subcontractor meets the threshold specified in paragraphs (d)(3) and (g)(2) of the clause, the Subcontractor shall report required executive compensation by posting to the Government’s Central Contractor Registration (CCR) database. All information posted will be available to the general public. |
| 52.209-2 | PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS | DEC 2014 | All subcontracts regardless of value (Note 1 applies) |
| 52.209-6 | PROTECTING THE GOVERNMENT’S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT | AUG 2013 | All Subcontracts > $30,000. (Note 2 applies) |
| 52.209-10 | PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS | DEC 2014 | All subcontracts regardless of value (Note 1 applies) |
| 52.215-2 | AUDITS AND RECORDS - NEGOTIATION | OCT 2010 | All Subcontracts > 150,000. (Note 3 applies. Alternate II applies if the Subcontractor is an educational or non-profit organization) |
| 52.215-10 | PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA  Rights and obligations under this clause shall survive completion of the Work and final payment under this Subcontract. | AUG 2011 | Applies if submission of certified cost or pricing data was required with Subcontractor’s proposal. (Notes 2 and 4 apply except the first time “Contracting Officer” appears in paragraph (c)(1). “Government” means “Chemonics” in paragraph (d)(1).) |
| 52.215-11 | PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA - MODIFICATIONS  Rights and obligations under this clause shall survive completion of the Work and final payment under this Subcontract. | AUG 2011 | Applies if submission of certified cost or pricing data is required for modifications (Notes 1, 2 and 4 apply.) |
| 52.215-12 | SUBCONTRACTOR CERTIFIED COST OR PRICING DATA | OCT 2010 | Applies if Subcontract > $700,000 and it is not otherwise exempt under FAR 15.403. |
| 52.215-13 | SUBCONTRACTOR CERTIFIED COST OR PRICING DATA - MODIFICATIONS | OCT 2010 | Applies if Subcontract > $700,000 and it is not otherwise exempt under FAR 15.403. |
| 52.215-14 | INTEGRITY OF UNIT PRICES | OCT 2010 | Applies if Subcontract > $150,000. Delete paragraph (b) of the clause. |
| 52.215-15 | PENSION ADJUSTMENTS AND ASSET REVERSIONS | OCT 2010 | Applies if Subcontract meets the applicability requirements of FAR 15.408(g). (Note 5 applies) |
| 52.215-16 | FACILITIES CAPITAL COST OF MONEY | MAY 2003 | Applies if Subcontract is subject to the Cost Principles of FAR Subpart 31.2 and Subcontractor proposed facilities capital cost of money in its proposal |
| 52.215-17 | WAIVER OF FACILITIES CAPITAL COST OF MONEY | OCT 1997 | Applies if Subcontract is subject to the Cost Principles of FAR Subpart 31.2 and Subcontractor proposed facilities capital cost of money in its proposal |
| 52.215-18 | REVERSION OR ADJUSTMENT OF PLANS FOR POST-RETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS | JUL 2005 | Applies if Subcontract meets the applicability requirements of FAR 15.408(j). (Note 5 applies) |
| 52.215-19 | NOTIFICATION OF OWNERSHIP CHANGES | OCT 1997 | Applies if Subcontract meets the applicability requirements of FAR 15.408(k). (Note 5 applies) |
| 52.215-20 | REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA OR INFORMATION OTHER THAN CERTIFIED COST OR PRICING DATA | OCT 2010 | (Note 2 applies) |
| 52.215-21 | REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA OR INFORMATION OTHER THAN CERTIFIED COST OR PRICING DATA – MODIFICATIONS | OCT 2010 | (Note 2 applies) |
| 52.215-23 | LIMITATIONS ON PASS-THROUGH CHARGES | OCT 2009 | Applies for cost-reimbursement subcontracts > $150,000. (Notes 1, 2 and 4 apply) |
| 52.216-7 | ALLOWABLE COST AND PAYMENT  Alt II applies to educations institutions.  Alt IV applies to non-profit organizations. | JUN 2013 | Applies to Cost Reimbursement Subcontracts, and to the materials portion of Time & Materials (T&M) Subcontracts, and Sub-task Orders. (Note 1 applies except in paragraphs (a)(3) and (b)(1)(ii)(F) where note 3 applies. Note 2 applies except in paragraph (g) where note 7 applies. The blank in paragraph (a)(3) is completed with “the 30th” unless otherwise specified in this Subcontract. Paragraphs (a)(2), (b)(4), and (d)(4) are deleted. In paragraph (h) “six years” is changed to “3 years”. The references to government entities in paragraph (d) are unchanged.) |
| 52.216-8 | FIXED FEE | JUN 2011 | Applies only if this Subcontract includes a fixed fee. Delete the last two sentences of the clause. Does not apply if this is a T&M Subcontract or Task Order. (Notes 1 and 2 apply.) |
| 52.216-10 | INCENTIVE FEE | JUN 2011 | Applies only if this Subcontract includes an incentive fee. Does not apply if this is a T&M Subcontract or Task Order. (Notes 1 and 2 apply, except in paragraphs (e)(4)(v) and (e)(4)(vi) where “Government” is unchanged. Subparagraph (e)(4)(iv) and the last two sentences of paragraph (c)(2) are deleted. The amounts in paragraph (e) are set forth in the Subcontract.) |
| 52.216-11 | COST CONTRACT – NO FEE | APR 1984 | Applies only to Cost Reimbursement-No Fee Subcontracts. Does not apply if this is a T&M Subcontract or Task Order (Notes 1 and 2 apply.) |
| 52.216-18 | ORDERING | OCT 1995 | Applies to Indefinite Quantity Subcontracts (IQS) or Indefinite Delivery Indefinite Quantity (IDIQ) Subcontracts only. |
| 52.216-19 | ORDER LIMITATIONS | OCT 1995 | Applies to Indefinite Quantity Subcontracts (IQS) or Indefinite Delivery Indefinite Quantity (IDIQ) Subcontracts only. |
| 52.216-22 | INDEFINITE QUANTITY | OCT 1995 | Applies to Indefinite Quantity Subcontracts (IQS) or Indefinite Delivery Indefinite Quantity (IDIQ) Subcontracts only. |
| 52.217-8 | OPTION TO EXTEND SERVICES | NOV 1999 | Insert “30 days” as the period of time within which Chemonics may exercise the option. (Notes 1 and 2 apply.) |
| 52.217-9 | OPTION TO EXTEND THE TERM OF THE CONTRACT | MAR 2000 | Insert “30 days” and “60 days” as the periods of time set forth in the clause. Delete paragraph (c) of the clause. (Notes 1 and 2 apply.) |
| 52.219-8 | UTILIZATION OF SMALL BUSINESS CONCERNS | JUL 2013 | Applies to all Subcontracts >$150,000 except when the Subcontract will be performed entirely outside of the U.S. (Note 8 applies.) |
| 52.219-9 | SMALL BUSINESS SUBCONTRACTING PLAN  (if a subcontracting plan was required by the RFP, the plan is incorporated herein by reference.) | JUL 2013 | Applies if this Subcontract>$650,000 and if the Subcontract offers lower-tier subcontracting opportunities. The clause does not apply at any value if the Subcontractor is U.S. small business concern. Note 2 is applicable to paragraph (c) only. (Note 8 applies.) |
| 52.222-2 | PAYMENT FOR OVERTIME PREMIUMS | JUL 1990 | Applicable to Cost Reimbursement Subcontracts > $150,000 only. Refers to overtime premiums for work performed in the U.S. subject to U.S. Department of Labor laws and regulations. Insert Zero in the blank. (Notes 2 and 3 apply.) |
| 52.222-3 | CONVICT LABOR | JUN 2003 | Applies to all Subcontracts >$3,000 involving some or all performance in the U.S. |
| 52.222-21 | PROHIBITION OF SEGREGATED FACILITIES | FEB 1999 | (Note 8 applies.) Does not apply to work performed outside the United States by Subcontractor employees who were not recruited within the United States. |
| 52.222-22 | PREVIOUS CONTRACTS AND COMPLIANCE REPORT | FEB 1999 | Applies of clause 52.222-26 applies. |
| 52.222-26 | EQUAL OPPORTUNITY | MAR 2007 | (Note 8 applies.) Does not apply to work performed outside the United States by Subcontractor employees who were not recruited within the United States. |
| 52.222-29 | NOTIFICATION OF VISA DENIAL | JUN 2003 | Applies to all Subcontracts regardless of type or value |
| 52.222-35 | EQUAL OPPORTUNITY FOR VETERANS | SEP 2010 | Applies if this Subcontract is for $100,000 or more. Does not apply to Subcontracts issued to non-U.S. firmswhere the work is performed entirely outside the U.S. (Note 8 applies.) |
| 52.222-36 | AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES | OCT 2010 | Applies if this Subcontract exceeds $15.000. Does not apply to Subcontracts issued to non-U.S. firms where the work is performed entirely outside the U.S. (Note 8 applies.) |
| 52.222-37 | EMPLOYMENT REPORTS ON VETERANS | SEP 2010 | Applies if this Subcontract is for $100,000 or more. Does not apply to Subcontracts issued to non-U.S. firmswhere the work is performed entirely outside the U.S. (Note 8 applies.) |
| 52.222-40 | NOTIFICATION OF EMPLOEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT | DEC 2010 | Applies to Subcontracts > $10,000. Does not apply to Subcontracts performed entirely outside the U.S. Does not apply to Subcontracts issued to non-U.S. firms where the work is performed entirely outside the U.S. (Note 8 applies.) |
| 52.222-50 | COMBATING TRAFFICKING IN PERSONS  (Alternate I applies when work is performed outside the U.S. and it is included in the Prime Contract) | MAR 2015 | Applies to all Subcontracts, regardless of type, value. (Note 2 applies starting in paragraph c. In paragraph (h) Note 1 applies.) |
| 52.222-54 | EMPLOYMENT ELIGIBILITY VERIFICATION | AUG 2013 | Applies to Subcontracts > $3,000 except for a commercial services that are part of the purchase of a Commercial Offthe-Shelf (COTS) item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item; b) Subcontracts for work that will be performed outside the United States; or Subcontracts with a period of performance < 120 days. (Note 8 applies.) |
| 52.223-6 | DRUG-FREE WORKPLACE | MAY 2011 | Applies if this Subcontract >  $3,000. (Note 8 applies.) |
| 52.223-18 | ENCOURAGING CONTRACTOR  POLICIES TO BAN TEXT  MESSAGING WHILE DRIVING | AUG 2011 | Applies if this Subcontract >  $3,000. (Note 8 applies.) |
| 52.225-1 | BUY AMERICAN ACT -- SUPPLIES | FEB 2009 | Applies if the Statement of  Work contains other than  domestic components. (Note 2  applies.) |
| 52.225-13 | RESTRICTIONS ON CERTAIN  FOREIGN PURCHASES | JUN 2008 | Applies to all Subcontracts  regardless of value or type |
| 52.225-14 | INCONSISTENCY BETWEEN  ENGLISH VERSION AND  TRANSLATION OF CONTRACT | FEB 2000 | Applies to all Subcontracts  regardless of value or type |
| 52.227-1 | AUTHORIZATION AND CONSENT | DEC 2007 | Applies if the Subcontract  >$150,000. (Notes 4 and 7  apply.) |
| 52.227-2 | NOTICE AND ASSISTANCE  REGARDING PATENT AND  COPYRIGHT INFRINGEMENT | DEC 2007 | Applies if this Subcontract  >$150,000. (Notes 2 and 4  apply.) |
| 52.227-9 | REFUND OF ROYALTIES | APR 1984 | Applies if this Subcontract  includes royalties |
| 52.227-14 | RIGHTS IN DATA- GENERAL | DEC 2007 | Applies to all subcontracts  regardless of type or value.  Delete paragraph (d) which is  replaced by AIDAR 752.227-  14. |
| 52.228-3 | WORKER'S COMPENSATION  INSURANCE (DEFENSE BASE ACT) | JUL 2014 | Applies to all Subcontracts,  regardless of type or value.  See also AIDAR 752.228-3. |
| 52.228-4 | WORKER'S COMPENSATION  AND WAR-HAZARD INSURANCE  OVERSEAS | APR 1984 | Applies to all Subcontracts,  regardless of type or value,  only if the Prime Contracts  includes this clause |
| 52.228-9 | CARGO INSURANCE | MAY 1999 | Applicable to Subcontracts of  any value if the Subcontractor is  authorized to provide  transportation-related services.  Chemonics will provide values  to complete blanks in this clause  upon authorizing  transportation services.  (see also AIDAR 752.228-9) |
| 52.229-6 | TAXES-FOREIGN FIXED PRICE CONTRACTS | JUN 2003 | Applies to Fixed Price  Subcontracts of any value. |
| 52.229-8 | TAXES-FOREIGN COSTREIMBURSEMENT  CONTRACTS | MAR 1990 | Applicable to Cost  Reimbursement and T&M Subcontracts and Task Orders,  regardless of value. Insert name  of host country government in  first blank in the clause. Insert  name of host country in second  blank in the clause. |
| 52.230-2 | COST ACCOUNTING STANDARDS | MAY 2012 | Applies only when referenced  in this Subcontract that full  CAS coverage applies. "United  States" means "United States or  Chemonics."Delete paragraph  (b) of the clause |
| 52.230-3 | DISCLOSURE AND CONSISTENCY  OF COST ACCOUNTING  PRACTICES | MAY 2012 | Applies only when referenced  in this Subcontract that  modified CAS coverage applies.  "United States" means "United  States or Chemonics."Delete  paragraph (b) of the clause |
| 52.230-4 | DISCLOSURE AND CONSISTENCY  OF COST ACCOUNTING  PRACTICES FOR CONTRACTS  AWARDED TO FOREIGN  CONCERNS | MAY 2012 | Applies only when referenced  in this Subcontract, modified  CAS coverage applies. Note 3  applies in the second and third  sentences. |
| 52.230-5 | COST ACCOUNTING STANDARDS  --EDUCATIONAL INSTITUTIONS | MAY 2012 | "United States" means "United  States or Chemonics." Delete  paragraph (b) of the Clause.  Applies only when referenced  in this Subcontract that this  CAS clause applies. |
| 52.230-6 | ADMINISTRATION OF COST  ACCOUNTING STANDARDS | JUN 2010 | Applies if FAR 52.230-2,FAR  52.230-3,FAR 52.230-4 or  FAR 52.230-5 applies |
| 52.232-20 | LIMITATION OF COST | APR 1984 | Applies if this Subcontract is a  fully funded Cost Reimbursement or T&M Subcontract or Task Order. (Notes I and 2 apply.) |
| 52.232.22 | LIMITATION OF FUNDS | APR 1984 | Applies if this Subcontract is an  incrementally funded Cost  Reimbursement or T&M  Subcontract or Task Order.  (Notes I and 2 apply.) |
| 52.232.40 | PROVIDING ACCELERATED  PAYMENTS TO SMALL BUSINESS  SUBCONTRACTORS | DEC 2013 | Applies if the Subcontractor is a  U.S. small business and  Chemonics receives accelerated  payments under the prime  contract. (Note I applies.) |
| 52.233-3 | PROTEST AFTER AWARD  Alternate I (JUN I985) applies if this is  a cost-reimbursement contract).In the  event that Chemonics'client has  directed Chemonics to stop  performance of the Work under the  Prime Contract under which this  Subcontract is issued pursuant to FAR  33.1, Chemonics may, by written order  to the Subcontractor, direct the  Subcontractor to stop performance of  the Work called for by this Subcontract. | AUG 1996 | "30 days" means "20 days" in  paragraph (b)(2). Note I applies  except the first time  "Government" appears in  paragraph (f). Inparagraph (f)  add after "33.I04(h) (I)" the  following: "and recovers those  costs from Chemonics". |
| 52.237-8 | RESTRICTION ON SEVERANCE  PAYMENTS TO FOREIGN  NATIONALS | AUG 2003 | Applies to Subcontracts-  -regardless of type and value--  that include provision of host  country national personnel. |
| 52.237-9 | INSTRUCTIONS: INCLUDE THIS  ONLY IF IT APPEARS IN THE  PRIME CONTRACT.  WAIVER OF LIMITATION ON  SEVERANCEPAYMENTSTO  FOREIGN NATIONALS | MAY 2014 | Applies to Subcontracts-regardless of  type and value--that include provision of host country national personnel ONLY if the Prime Contracts includes this clause |
| 52.242.1 | NOTICE OF INTENT TO DISALLOW  COSTS | APR 1984 | Applies to Cost Reimbursement  and T&M Subcontracts and Task  Orders of any value. |
| 52.242-3 | PENALTIES FOR UNALLOWABLE  COSTS | MAY 2014 | Applies to all subcontracts >  $700,000, regardless of  subcontract type. |
| 52.242-4 | CERTIFICATION OF FINAL  INDIRECT COSTS | JAN 1997 | Applies to Cost Reimbursement  and T&M Subcontracts and Task  Orders that provide for  reimbursement of Subcontractor  indirect cost rates,regardless  of subcontract value. |
| 52.242-13 | BANKRUPTCY | JUL 1995 | Notes 1 and 2 apply. |
| 52.242-15 | STOP-WORK ORDER  Alternate I (APR I984) applies if this is  a cost-reimbursement Subcontract. | AUG 1989 | Notes 1 and 2 apply. |
| 52.243-1 | CHANGES-FIXED PRICE (Alt III) | AUG 1987 | Applies to Fixed Price Subcontracts of any value |
| 52.423-2 | CHANGES-COST REIMBURSEMENT | AUG 1987 | Notes 1 and 2 apply. Applies if  this is a Cost Reimbursement  Subcontract or Task Order |
| 52.243-3 | CHANGES - TIME-ANDMATERIALS  OR LABOR-HOUR | SEP 2000 | Notes 1 and 2 apply. Applies if  this is a T&M Subcontract or  Task Order. |
| 52.244-6 | SUBCONTRACTS FOR  COMMERCIAL ITEMS | DEC 2013 | Applies to Subcontracts for commercial items only. |
| 52.245-1 | GOVERNMENT PROPERTY (APR  2012) (ALT I) | APR 2012 | "Contracting Officer" means "Chemonics" except in the definition of Property Administrator and in paragraphs (h)(1)(iii) where it is unchanged, and in paragraphs (c) and (h)(4)where it includes Chemonics. "Government" is unchanged in the phrases "Government property" and "Government furnished property" and where elsewhere used except in paragraph (d)(l) where it means "Chemonics" and except in paragraphs (d)(2) and (g) where the term includes  Chemonics. |
| 52.246-3 | INSPECTION OF SUPPLIES - COST  REIMBURSEMENT  Applies to Cost Reimbursement  Subcontracts and Task Orders | MAY 2001 | Note I applies, except in  paragraphs (b), (c), and (d)  where Note 3 applies, and in  paragraph (k) where the term is  unchanged. In paragraph (e),  change "60 days" to "I20 days",  and in paragraph (f) change "6  months" to "I2 months" |
| 52.246-4 | INSPECTION OF SERVICES – FIXED PRICE | AUG 1996 | Applies to Fixed Priced Subcontracts of any value. |
| 52.246-5 | INSPECTION OF SERVICES-COST REIMBURSEMENT | MAY 2001 | Applies to Cost Reimbursement  Subcontracts of any value. (Note  3 applies in paragraphs (b) and  (c). Note I applies in  paragraphs (d) and (e).) |
| 52.246-6 | INSPECTION-TIME-ANDMATERIAL  AND LABOR-HOUR | MAY 2001 | Applies to T&M Subcontracts  and Task Orders of any value.  Inparagraphs (b), (c), (d), Note  3 applies; in paragraphs (e), (f),  (g), (h), Note I applies.) |
| 52.246-25 | LIMITATION OF LIABILITY – SERVICES | FEB 1997 | Applies to Subcontracts for  $150,000 or more. |
| 52.247-63 | PREFERENCE FOR U.S. FLAG AIR CARRIERS | JUN 2003 | Applies to all Subcontracts that include international air travel |
| 52.247-64 | PREFERENCE FOR PRIVATELY  OWNED U.S. FLAG COMMERCIAL  VESSELS | FEB 2006 | Applies for Subcontracts that  include provision of freight  services. |
| 52.247-67 | SUBMISSION OF TRANSPORTATION DOCUMENTS FOR AUDIT | FEB 2006 | Applies for Subcontracts that  include provision of freight  services. |
| 52.249-1 | TERMINATION FOR  CONVENIENCE OF THE  GOVERNMENT (FIXED-PRICE)  (SHORT FORM) | MAY 2004 | Applies to all Fixed Price Subcontracts. |
| 52.249-6 | TERMINATION (COSTREIMBURSEMENT)  Alternate IV (SEP 1996) applies if this  is a time and materials Subcontract.) | APR 1984 | Notes 1 and 2 apply.Substitute "90 days" for "120 days" and "90-day" for "120-day" in paragraph (d). Substitute "180 days" for "1 year" in paragraph (f). In paragraph U) "right of appeal", "timely appeal" and "on an appeal" shall mean the right to proceed under the "Disputes"  clause of this Contract. Settlements and payments under this clause may be subject to the approval of the Contracting Officer. |
| 52.249-8 | DEFAULT FIXED PRICE SUPPLY  & SERVICE | APR 1984 | Applies to all Fixed Price Subcontracts. |
| 52.249-14 | EXCUSABLE DELAYS | APR 1984 | Note 2 applies; Note 1 applies to (c). In (a)(2) delete “or contractual”.) |
|  |  |  |  |

**PROVISIONS OF THE AGENCY FOR INTERNATIONAL DEVELOPMENT ACQUISITION REGULATIONS (AIDAR) INCORPORATED BY REFERENCE**

The following AIDAR clauses apply to this Contract:

|  |  |  |  |
| --- | --- | --- | --- |
| **Clause Number** | **Title** | **Date** | **Notes and Applicability** |
| 752.202-1 | DEFINITIONS (ALT 70 AND  ALT72) | JAN 1990 | Applies to all Subcontracts,  regardless of value or type.  "Contractor" and "Contractor  Employee" refer to "Subcontractor"  and "Subcontractor Employee". |
| 752.211-70 | LANGUAGE AND  MEASUREMENT | JUN 1992 | Applies to all Subcontracts,  regardless of type or value |
| 752.225-70 | SOURCE AND NATIONALITY  REQUIREMENTS | FEB 2012 | Applies to all Subcontracts,  regardless of type or value. (Notes 4,  5 and 7 apply) |
| 752.227-14 | RIGHTS IN DATA-GENERAL | OCT 2007 | Applies to all Subcontracts regardless  of type or value. This clause  replaces paragraph (d) of FAR  52.227-14 Rights in Data-General |
| 752.228-3 | WORKER'S COMPENSATION  INSURANCE (DEFENSE BASE  ACT) | DEC 2014 | The supplemental coverage described  in this clause is required in addition  to the coverage specified in FAR  52.228-3. |
| 752.228-9 | CARGO INSURANCE | DEC 2014 | The following preface is to be used  preceding the text ofthe clause at  FAR 52.228-9: Preface: To the extent  that marine insurance is necessary or  appropriate under this contract, the  Subcontractor shall ensure that U.S.  marine insurance companies are  offered a fair opportunity to bid for  such insurance. This requirement  shall be included in all lower-tier  subcontracts. |
| 752.228-70 | MEDICAL EVACUATION  (MEDEVAC) SERVICES | JUL 2007 | Applies to all Subcontracts requiring  performance outside the U.S. |
| 752.231-71 | SALARY SUPPLEMENTS FOR HG EMPLOYEES (THE SUBCONTRACTOR SHALL  FLOW DOWN THIS CLAUSE TO LOWER-TIER  SUBCONTRACTS, IF LOWER-TIER SUBCONTRACTING IS AUTHORIZED.) | OCT 1998 | Applies to all Subcontracts,  regardless of value or type, with a  possible need for services of a Host  Government employee. (Note 5  applies) |
| 752.245-71 | TITLE TO AND CARE OF  PROPERTY | APR 1984 | Applies to Subcontracts where the  Subcontractor is authorized by  Chemonics to purchase property  under the Subcontract for use  outside the U.S. (Note 5 applies) |
| 752.247-70 | PREFERENCE FOR PRIVATELY OWNED U.S.-  FLAG COMMERCIAL VESSELS | OCT 1996 | (Note 5 applies) |
| 752.7001 | BIOGRAPHICAL DATA | JUL 1997 | Applies to all Cost Reimbursement  Subcontracts and Task Orders, and  T&M Subcontracts and Task Orders  utilizing a multiplier, regardless of  value. (Note 3 applies) |
| 752.7002 | TRAVEL AND TRANSPORTATION | JAN 1990 | Applies to all Cost Reimbursement  and T&M Subcontracts and Task  Orders performed in whole or in part  outside the U.S., regardless of value.  (Note 5 applies) |
| 752.7004 | EMERGENCY LOCATOR INFORMATION | JUL 1997 | Applies to all Subcontracts performed  in whole or in part outside the U.S.,  regardless of value. (Note 5 applies) |
| 752.7005 | SUBMISSION REQUIREMENTS  FOR DEVELOPMENT  EXPERIENCE DOCUMENTS | SEP 2013 | Applies to all Subcontracts. (Note  5 applies) |
| 752.7007 | PERSONNEL COMPENSATION | JUL 2007 | Applies to all Cost Reimbursement  Subcontracts and Task Orders and  T&M Subcontracts and Task Orders  with a multiplier, regardless of  value. |
| 752.7008 | USE OF GOVERNMENT  FACILITIES OR PERSONNEL | APR 1984 | Applies to all Subcontracts regardless  of value or type. (Note 5 applies) |
| 752.7009 | MARKING | JAN 1993 | Applies to all Subcontracts. (Note  5 applies) |
| 752.7010 | CONVERSION OF U.S. DOLLARS TO LOCAL  CURRENCY | APR 1984 | Applies to all Subcontracts,  regardless of value or type,  involving performance outside the  U.S. (Note 5 applies) |
| 752.7011 | ORIENTATION AND LANGUAGE TRAINING | APR 1984 | Applies to Cost Reimbursement  Subcontracts and Task Orders,  regardless of value, involving  performance outside the U.S. (Note 5  applies) |
| 752.7012 | PROTECTION OF THE INDIVIDUAL AS A  RESEARCH SUBJECT | AUG 1995 | Applies to any Subcontract,  regardless of value or type, which  involves research using human  subjects. (Note 5 applies) |
| 752.7014 | NOTICE OF CHANGES IN TRAVEL REGULATIONS | JAN 1990 | Applies to Cost Reimbursement T&M  Subcontracts of any value involving work outside the U.S.  (Note 2 applies) |
| 752.7025 | APPROVALS | APR 1984 | Applies to all Subcontracts. ( Note 5 applies) |
| 752.7027 | PERSONNEL | DEC 1990 | Applies to all Cost Reimbursement  and T&M Subcontracts of any value  involving work performed in whole  or in part overseas.  Paragraphs (f) and (g) of this  clause are for use only in cost  reimbursement and T&M contracts.  (Note 5 applies) |
| 752.7028 | DIFFERENTIALS AND ALLOWANCES  APPLIES TO ALL COST REIMBURSEMENT AND T&M SUBCONTRACTS OF ANY VALUE INVOLVING WORK PERFORMED IN WHOLE OR IN PART OVERSEAS | JUL 1996 | This clause does not apply to TCN  and CCN employees. TCN and CCN employees are not eligible for differentials and allowances, unless specifically authorized by the cognizant Assistant Administrator or Mission Director. A copy of such authorization shall be retained and made available as part of the contractor's records which are  required to be preserved and made available by the "Examination of Records by the Comptroller General" and "Audit" clauses of this contract.) (Note 5 applies) |
| 752.7029 | POST PRIVILEGES | JUL 1993 | For use in all non-couuuercial  subcontracts involving performance  overseas. |
| 752.7031 | LEAVE AND HOLIDAYS | OCT 1989 | For use in all cost-reimbursement and T&M subcontracts for technical or professional services. (Note 5 applies) |
| 752.7032 | INTERNATIONAL TRAVEL APPROVAL AND  NOTIFICATION REQUIREMENTS | APR 2014 | Applies to allsubcontracts requiring  international travel. (Note 5 applies) |
| 752.7033 | PHYSICAL FITNESS (JULY  1997) | JUL 1997,  PARTIALLY REVISED  AUG2014 | Applies to all Subcontracts of any  type or value involving performance  outside the U.S. The requirements of  this provision do not apply to  employees hired in the Cooperating  Country or to authorized dependents  who were already in the Cooperating  Country when their sponsoring  employee was hired. (Note 5 applies) |
| 752.7034 | ACKNOWLEDGMENT AND  DISCLAIMER | DEC 1991 | Applies to Subcontracts of any type  or value that include in the Scope of  Work publications, videos, or other  information/media products. (Note  5 applies) |
| 752.7101 | VOLUNTARY POPULATION  PLANNING ACTIVITIES | JUN 2008 | If a subcontract with family  planning activities is contemplated,  add "Alternate 1 (6/2008)" to the  clause name. |

**Annex 1 Cover Letter**

[Offeror: Insert Date]

HSS Operations Team

Global Health Supply Chain Program – Procurement and Supply Management

Chemonics International, Inc.

251 18th Street St, Arlington, VA 22202

Reference: Request for Proposals FASP Modernization Tool

Subject: [Offeror: Insert name of your organization]’s technical and cost proposals

Dear HSS Operations Team:

[Offeror: Insert name of your organization] is pleased to submit its proposal in regard to the above-

referenced request for proposals. For this purpose, we are pleased to provide the information furnished

below:

Name of Organization’s Representative \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of Offeror \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Type of Organization \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Taxpayer Identification Number \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

DUNS Number \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Telephone \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Fax \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

E-mail \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

As required by section I, I.7, we confirm that our proposal, including the cost proposal will remain valid

for 90 calendar days after the proposal deadline.

We are further pleased to provide the following annexes containing the information requested in the RFP.:

[Offerors: It is incumbent on each offeror to clearly review the RFP and its requirements. It is each

offeror's responsibility to identify all required annexes and include them]

1. Copy of registration or incorporation in the public registry, or equivalent document from the

government office where the offeror is registered.

1. Copy of company tax registration, or equivalent document.
2. Copy of trade license, or equivalent document.
3. Evidence of Responsibility Statement.

Sincerely yours,

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature

[Offeror: Insert name of your organization's representative]

[Offeror: Insert name of your organization]

**Annex 2 Required Certifications**

**Annex 2 Required Certifications**

**52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION**

As prescribed in 3.103-1, insert the following provision. If the solicitation is a Request for Quotations, the terms “Quotation” and “Quoter” may be substituted for “Offer” and “Offeror.”

CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(hereinafter called the "offeror")

(Name of Offeror)

(a) The offeror certifies that—

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to— (i) Those prices;

(ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory—

(1) Is the person in the offeror’s organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [insert full name of person(s) in the offeror’s organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror’s organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies paragraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Applicant)

BY (Signature) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ TITLE \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

TYPED NAME \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DATE \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO**

**INFLUENCE CERTAIN FEDERAL TRANSACTIONS**

CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEPT 2007)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(hereinafter called the "offeror")

(Name of Offeror)

(a) *Definitions*. As used in this provision—“Lobbying contact” has the meaning provided at 2 U.S.C.

1602(8). The terms “agency,” “influencing or attempting to influence,” “officer or employee of an

agency,” “person,” “reasonable compensation,” and “regularly employed” are defined in the FAR clause

of this solicitation entitled “Limitation on Payments to Influence Certain Federal Transactions” (52.203-

12).

(b) *Prohibition*. The prohibition and exceptions contained in the FAR clause of this solicitation entitled

“Limitation on Payments to Influence Certain Federal Transactions” (52.203-12) are hereby incorporated

by reference in this provision.

(c) *Certification*. The Offeror, by signing its offer, hereby certifies to the best of its knowledge and belief

that no Federal appropriated funds have been paid or will be paid to any person for influencing or

attempting to influence an officer or employee of any agency, a Member of Congress, an officer or

employee of Congress, or an employee of a Member of Congress on its behalf in connection with the

awarding of this contract.

(d) *Disclosure*. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying

contact on behalf of the Offeror with respect to this contract, the Offeror shall complete and submit, with

its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the

registrants. The Offeror need not report regularly employed officers or employees of the Offeror to whom

payments of reasonable compensation were made.

(e) *Penalty*. Submission of this certification and disclosure is a prerequisite for making or entering into

this contract imposed by 31 U.S.C. 1352. Any person who makes an expenditure prohibited under this

provision or who fails to file or amend the disclosure required to be filed or amended by this provision,

shall be subject to a civil penalty of not less than $10,000, and not more than $100,000, for each such

failure.

(f) Should the Offeror’s circumstances change during the life of any resulting subcontract with respect to

the above, the Offeror will notify Buyer immediately. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

BY (Signature) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ TITLE \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

TYPED NAME \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DATE \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS**

Certification Regarding Responsibility Matters (Apr 2010)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that—

1. The Offeror and/or any of its Principals—

(A) Are □ are not □ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have □ have not □, within a three-year period preceding this offer, 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 public (Federal, state, or local) 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 criminal tax laws, or receiving stolen property;

(C) Are □ are not □ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision;

(D) Have □, have not □, within a three-year period preceding this offer, been notified of any delinquent U.S. Federal taxes in an amount that exceeds $3,000 for which the liability remains unsatisfied.

(1) U.S. Federal taxes are considered delinquent if both of the following criteria apply:

(i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) Examples.

(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. § 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of U.S. Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. § 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. § 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(ii) The Offeror has ( ) has not ( ) , within a three-year period preceding this offer, had one or more

contracts terminated for default by any U.S. Federal agency.

(2) “Principal,” for the purposes of this certification, means an officer, director, owner, partner, or a

person having primary management or supervisory responsibilities within a business entity (e.g., general

manager; plant manager; head of a subsidiary, division, or business segment; and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the

Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution

Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to

contract award, the Offeror learns that its certification was erroneous when submitted or has become

erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result

in withholding of an award under this solicitation. However, the certification will be considered in

connection with a determination of the Offeror’s responsibility. Failure of the Offeror to furnish a

certification or provide such additional information as requested by the Contracting Officer may render

the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records

in order to render, in good faith, the certification required by paragraph (a) of this provision. The

knowledge and information of an Offeror is not required to exceed that which is normally possessed by a

prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which

reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an

erroneous certification, in addition to other remedies available to the Government, the Contracting Officer

may terminate the contract resulting from this solicitation for default.

PLEASE SIGN AND RETURN

Company Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Printed Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**EVIDENCE OF RESPONSIBILITY**

**1. Offeror Business Information**

**Company Name**: Full Legal Name

**Address**: Address

**DUNS Number:** Enter the Data Universal Numbering System reference (DUNS) assigned to the company

**2. Authorized Negotiators**

Company Name proposal for Proposal Name may be discussed with any of the following individuals. These individuals are authorized to represent Company Name in negotiation of this

offer in response to RFP No.

List Names of Authorized signatories

These individuals can be reached at Company Name office:

Address

Telephone/Fax

Email address

**3. Adequate Financial Resources**

Company Name has adequate financial resources to manage this contract, as established by our

audited financial statements (OR list what else may have been submitted) submitted as part of

our response to this proposal.

If the offeror is selected for an award valued at $30,000 or above and is not exempted based on a negative response to Section 3(a) below, any first-tier subaward to the organization may be reported and made public through FSRS.gov in accordance with the Transparency Acts of 2006 and 2008. Therefore, in accordance with FAR 52.240-10 and 2CFR Part170, if the offeror positively certifies below in Sections 3.a and 3.b and negatively certifies in Sections 3.c and 3.d, the offeror will be required to disclose to Chemonics for reporting in accordance with the regulations, the names and total compensation of the organization’s five most highly

compensated executives. By submitting this proposal, the offeror agrees to comply with this requirement as applicable if selected for a subaward.

In accordance with those Acts and to determine applicable reporting requirements, Company Name certifies as follows:

1. In the previous tax year, was your company’s gross income from all sources above $300,000?

□ Yes □ No

1. In your business or organization's preceding completed fiscal year, did your business or organization (the legal entity to which the DUNS number belongs) receive (1) 80 percent or more of its annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements; and (2) $25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?:

□ Yes □ No

1. Does the public have access to information about the compensation of the executives in your business or organization (the legal entity to which the DUNS number it provided belongs) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986? (FFATA § 2(b)(1)):

□ Yes □ No

1. Does your business or organization maintain an active registration in the System for Award Management ([www.SAM.gov](http://www.SAM.gov))?

□ Yes □ No

**4. Ability to Comply**

Company Name is able to comply with the proposed delivery of performance schedule having taken into consideration all existing business commitments, commercial as well as governmental.

**5. Record of Performance, Integrity, and Business Ethics**

Company Name record of integrity is (Instructions: Offeror should describe their record. Text could include example such as the following to describe their record: "outstanding, as shown in the Representations and Certifications. We have no allegations of lack of integrity or of questionable business ethics. Our integrity can be confirmed by our references in our Past Performance References, contained in the Technical Proposal."

**6. Organization, Experience, Accounting and Operational Controls, and Technical Skills**

(Instructions: Offeror should explain their organizational system for managing the subcontract, as well as the type of accounting and control procedure they have to accommodate the type of subcontract being considered.)

**7. Equipment and Facilities**

(Instructions: Offeror should state if they have necessary facilities and equipment to carry out the contract with specific details as appropriate per the subcontract SOW.)

**8. Eligibility to Receive Award**

(Instructions: Offeror should state if they are qualified and eligible to receive an award under applicable laws and regulation and affirm that they are not included in any list maintained by the US Government of entities debarred, suspended or excluded for US Government awards and funding. The Offeror should state whether they have performed work of similar nature under similar mechanisms for USAID. )

**9. Commodity Procurement**

(Instructions: If the Offeror does not have the capacity for commodity procurements - delete this section. If the Offeror does have the capacity, the Offeror should state their qualifications necessary to support the proposed subcontract requirements.)

**10. Cognizant Auditor**

(Instructions: Offeror should provide Name, address, phone of their auditors – whether it is a government audit agency, such as DCAA, or an independent CPA.)

**11. Acceptability of Contract Terms**

(Instructions: Offeror should state its acceptance of the proposed contract terms.)

**12. Recovery of Vacation, Holiday and Sick Pay**

(Instructions: Offeror should explain whether it recovers vacation, holiday, and sick leave through a corporate indirect rate (e.g. Overhead or Fringe rate) or through a direct cost. If the Offeror recovers vacation, holiday, and sick leave through a corporate indirect rate, it should state in this section the number of working days in a calendar year it normally bills to contracts to account for the vacation, holiday, and sick leave days that will not be billed directly to the contract since this cost is being recovered through the corporate indirect rate.)

**13. Organization of Firm**

(Instructions: Offeror should explain how their firm is organized on a corporate level and on practical implementation level, for example regionally or by technical practice.)

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Key Individual Certification Narcotics Offenses and Drug Trafficking**

I hereby certify that within the last ten years:

1. I have not been convicted of a violation of, or a conspiracy to violate, any law or regulation of

the United States or any country concerning narcotic or psychotropic drugs or other controlled

substances.

2. I am not and have not been an illicit trafficker in any such drug or controlled substance.

3. I am not and have not been a knowing assistor, abettor, conspirator, or colluder with others in

the illicit trafficking in any such drug or substance.

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name:

Title/Position:

Organization:

Address:

Date of Birth:

NOTICE:

1. You are required to sign this Certification under the provisions of 22 CFR Part 140, Prohibition on Assistance to Drug Traffickers. These regulations were issued by the Department of State and require that certain key individuals of organizations must sign this Certification.

2. If you make a false Certification you are subject to U.S. criminal prosecution under 18 U.S.C. 1001.

**Subcontractor Size Self-Certification Form**

**Reference Number:** [enter the funding agency's solicitation or contract number]

**Project Name:** [enter full name of project]

**Primary NAICS Code:** [enter the NAICS code that best describes the work being performed under the subcontract. i.e: for technical assistance provision use 541990 or management consulting use 541611. For HHE use 484210 and for GIS use 541360. The NAICS codes most commonly used by Chemonics is 541611, 541618, 541620, 541990]

**Company Name:** Full legal name

**Address:** Street address

**City, State, Zip:** City, State Zip

**DUNS Number:** [enter the Data Universal Numbering System (DUNS) here. Subcontractors must have a DUNS, unless exempted, as a part of receiving a subcontract with Chemonics]

**Contact Person:** Name, Title

**Contact Phone Number:** (555) 555-5555

**Type of Entity**

If you have difficulty ascertaining the business size status, please refer to SBA’s website (www.sba.gov/size) or contact your local SBA office.

□ Small Business □ Large Business □ Nonprofit/Educational □ Government

□ Non-US

If “Small Business” is checked above, and if applicable, please identify any additional small business designations under which the company qualifies. You may wish to review the definitions for the below categories in the Federal Acquisition Regulation 19.7 or 52.219-8 (www.acquisition.gov/far/) to determine applicability.

□Small Disadvantaged Business □8(a)

□HUBZone □Woman Owned Small Business

□Veteran Owned □Service Disabled Veteran Owned

□Alaskan Native Corporation □Indian Tribe

By signature below, I hereby certify that the business type and designation indicated above is true and accurate as of the date of execution of this document, and I further understand that under 15 U.S.C. 645(d), any person who misrepresents a business’ size status shall (1) be punished by a fine, imprisonment, or both; (2) be subject to administrative remedies; and (3) be ineligible for participation in programs conducted under the authority of the Small Business Act.

Signature and Title (required): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*CHEMONICS INTERNAL USE ONLY\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*

HUBZone Status has been verified in the [System for Award Management database](https://sam.gov/SAM/pages/public/searchRecords/search.jsf) or [Dynamic Small Business Database Search](http://dsbs.sba.gov/dsbs/search/dsp_searchhubzone.cfm) as of / / conducted by: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**52.222-50 SUBCONTRACTOR CERTIFICATION REGARDING TRAFFICKING IN PERSONS COMPLIANCE PLAN (March 2, 2015)**

The Offeror/Subcontractor Certifies that:

(1) It has implemented a compliance plan to prevent any prohibited activities identified in paragraph (b) of the clause at 52.222–50, Combating Trafficking in Persons, and to monitor, detect, and terminate the contract with a subcontractor engaging in prohibited activities identified at paragraph (b) of the clause at 52.222–50, Combating Trafficking in Persons;

(2) The compliance plan applicable to the qualifying subcontract meets the minimum requirements set forth in subsection (h)(3) of clause 52.222-50, including the following:

a. An awareness program to inform subcontractor employees about the Government’s policy prohibiting trafficking-related activities, the activities prohibited, and the actions that will be taken against the employee for violations.

b. A process for employees to report, without fear of retaliation, activity inconsistent with the policy prohibiting trafficking in persons, including a means to make available to all employees the hotline phone number of the Global Human Trafficking Hotline at 1-844-888-FREE and its email address at [help@befree.org](mailto:help@befree.org).

c. A recruitment and wage plan that only permits the use of recruitment companies with trained employees, prohibits charging recruitment fees to the employee, and ensures that wages meet applicable host-country legal requirements or explains any variance.

d. A housing plan, if the subcontractor intends to provide or arrange housing that ensures that the housing meets host-country housing and safety standards.

e. Procedures to prevent agents and subcontractors at any tier and at any dollar value from engaging in trafficking in persons (including activities in paragraph (b) of this clause) and to monitor, detect, and terminate any agents, subcontracts, or subcontractor employees that have engaged in such activities.

(3) The Offeror/Subcontractor will post the relevant contents of the compliance plan, no later than the initiation of contract performance, at the workplace (unless the work is to be performed in the field or not in a fixed location) and on the Offeror’s/Subcontractor's Web site (if one is maintained). If posting at the workplace or on the Web site is impracticable, the Offeror/Subcontractor shall provide the relevant contents of the compliance plan to each worker in writing. The Offeror/Subcontractor agrees to inform Chemonics immediately of any credible information it receives from any source (including host country law enforcement) that alleges a contractor employee, subcontractor, subcontractor employee, or their agent has engaged in conduct that violates the policy.

(4) After having conducted due diligence, either—

(i) To the best of the Offeror’s/Subcontractor’s knowledge and belief, neither it nor any of its proposed agents, subcontractors, or their agents is engaged in any such activities; or,

(ii) If abuses relating to any of the prohibited activities identified in 52.222– 50(b) have been found, the Offeror or proposed Subcontractor has taken the appropriate remedial and referral actions.

PLEASE SIGN AND RETURN THIS CERTIFICATION TO CHEMONICS

Company Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Company Address\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Printed Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**NOTE: The Subcontractor is required to recertify annually by signing this document one**

**year from the date signed above and resending it to the Contractor.**

**Annex 3**

**DUNS and SAM Registration Guidance**

**What is DUNS?**

The Data Universal Numbering System (DUNS) is a system developed and regulated by Dun &

Bradstreet (D&B) - a company that provides information on corporations for use in credit decisions - that

assigns a unique numeric identifier, referred to as a DUNS number, to a single business entity. The

DUNS database contains over 100 million entries for businesses throughout the world, and is used by the

United States Government, the United Nations, and the European Commission to identify companies. The

DUNS number is widely used by both commercial and federal entities and was adopted as the standard

business identifier for federal electronic commerce in October 1994. The DUNS number was also

incorporated into the Federal Acquisition Regulation (FAR) in April 1998 as the Federal Government's

contractor identification code for all procurement-related activities.

**Why am I being requested to obtain a DUNS number?**

U.S. law – in particular the Federal Funding Accountability and Transparency Act of 2006 (Pub.L. 109-

282), as amended by section 6202 of the Government Funding Transparency Act of 2008 (Pub.L. 110-

252) - make it a requirement for all entities doing business with the U.S. Government to be registered,

currently through the System for Award Management, a single, free, publicly- searchable website that

includes information on each federal award. As part of this reporting requirement, prime contractors such

as Chemonics must report information on qualifying subawards as outlined in FAR 52.204-10 and 2CFR

Part 170. Chemonics is required to report subcontracts with an award valued at greater than or equal to

$30,000 under a prime contract and subawards under prime grants or prime cooperative agreements

obligating funds of $25,000 or more, whether U.S. or locally-based. Because the U.S. Government uses

DUNS numbers to uniquely identify businesses and organizations, Chemonics is required to enter

subaward data with a corresponding DUNS number.

**Is there a charge for obtaining a DUNS number?**

No. Obtaining a DUNS number is absolutely free for all entities doing business with the Federal

government. This includes current and prospective contractors, grantees, and loan recipients.

**How do I obtain a DUNS number?**

DUNS numbers can be obtained online at <http://fedgov.dnb.com/webform/pages/CCRSearch.jsp> or by

phone at 1-800-234-3867 (for US, Puerto Rico and Virgin Island requests only).

**What information will I need to obtain a DUNS number?**

To request a DUNS number, you will need to provide the following information:

* Legal name and structure
* Tradestyle, Doing Business As (DBA), or other name by which your organization is commonly

recognized

* Physical address, city, state and Zip Code
* Mailing address (if separate)
* Telephone number
* Contact name
* Number of employees at your location
* Description of operations and associated code (SIC code found at <https://www.osha.gov/pls/imis/sicsearch.html>)
* Annual sales and revenue information
* Headquarters name and address (if there is a reporting relationship to a parent corporate entity)

**How long does it take to obtain a DUNS number?**

Under normal circumstances the DUNS is issued within 1-2 business days when using the D&B web

form process. If requested by phone, a DUNS can usually be provided immediately.

**Are there exemptions to the DUNS number requirement?**

There may be exemptions under specific prime contracts, based on an organization’s previous fiscal year

income when selected for a subcontract award, or Chemonics may agree that registration using the D&B

web form process is impractical in certain situations. Organizations may discuss these options with the

Chemonics representative.

**What is CCR/SAM?**

Central Contractor Registration (CCR)—which collected, validated, stored and disseminated data in

support of agency acquisition and award missions—was consolidated with other federal systems into the

System for Award Management (SAM). SAM is an official, free, U.S. government-operated website.

There is NO charge to register or maintain your entity registration record in SAM.

**When should I register in SAM?**

While registration in SAM is not required for organizations receiving a grant under contract, subcontract

or cooperative agreement from Chemonics, Chemonics requests that partners register in SAM if the

organization meets the following criteria requiring executive compensation reporting in accordance with

the FFATA regulations referenced above. SAM.gov registration allows an organization to directly report

information and manage their organizational data instead of providing it to Chemonics. Reporting on

executive compensation for the five highest paid executives is required for a qualifying subaward if in

your business or organization's preceding completed fiscal year, your business or organization (the legal

entity to which the DUNS number belongs):

(1) received 80 percent or more of its annual gross revenues in U.S. federal contracts,

subcontracts, loans, grants, subgrants, and/or cooperative agreements;**and**

(2) $25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts,

loans, grants, subgrants, and/or cooperative agreements;**and**,

(3) The public have**does not** have access to information about the compensation of the

executives in your business or organization (the legal entity to which the DUNS number it

provided belongs) through periodic reports filed under section 13(a) or 15(d) of the Securities

Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the US Internal Revenue

Code of 1986.

If your organization meets the criteria to report executive compensation, the following sections of this

document outline the benefits of and process for registration in SAM.gov. Registration may be initiated at

[https://www.sam.gov.](http://https://www.sam.gov/) There is NO fee to register for this site.

**Why should I register in SAM?**

Chemonics recommends that partners register in SAM to facilitate their management of organizational

data and certifications related to any U.S. federal funding, including required executive compensation

reporting. Executive compensation reporting for the five highest paid executives is required in connection

with the reporting of a qualifying subaward if:

a. In your business or organization's preceding completed fiscal year, your business or organization

(the legal entity to which the DUNS number belongs) received (1) 80 percent or more of its

annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or

cooperative agreements; and (2) $25,000,000 or more in annual gross revenues from U.S. federal

contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements; and,

b. The public does not have access to information about the compensation of the executives in

your business or organization (the legal entity to which the DUNS number it provided belongs)

through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934

(15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986.

**What benefits do I receive from registering in SAM?**

By registering in SAM, you gain the ability to bid on federal government contracts. Your registration

does not guarantee your winning a government contract or increasing your level of business. Registration

is simply a prerequisite before bidding on a contract. SAM also provides a central storage location for the

registrant to supply its information, rather than with each federal agency or prime contractor separately.

When information about your business changes, you only need to document the change in one place for

every federal government agency to have the most up-to-date information.

**How do I register in SAM?**

Follow the step-by-step guidance for registering in SAM for assistance awards (under grants/cooperative

agreements) at: [https://www.sam.gov/sam/transcript/Quick\_Guide\_for\_Grants\_Registrations.pdf](http://https://www.sam.gov/sam/transcript/Quick_Guide_for_Grants_Registrations.pdf)

Follow the step-by-step guidance for contracts registrations at:

[https://www.sam.gov/sam/transcript/Quick\_Guide\_for\_Contract\_Registrations.pdf](http://https://www.sam.gov/sam/transcript/Quick_Guide_for_Contract_Registrations.pdf)

*You must have a Data Universal Numbering System (DUNS) number in order to begin either registration*

*process.*

If you already have the necessary information on hand (see below), the online registration takes

approximately one hour to complete, depending upon the size and complexity of your business or

organization.

**What data is needed to register in SAM?**

SAM registrants are required to submit detailed information on their company in various categories.

Additional, non-mandatory information is also requested. Categories of required and requested

information include:

* General Information - Includes, but is not limited to, DUNS number, CAGE Code, company name, Federal Tax Identification Number (TIN), location, receipts, employee numbers, and web site address.
* Corporate Information - Includes, but is not limited to, organization or business type and SBA-defined

socioeconomic characteristics.

* Goods and Services Information - Includes, but is not limited to, NAICS code, SIC code, Product Service (PSC) code, and Federal Supply Classification (FSC) code.
* Financial Information - Includes, but is not limited to, financial institution, American Banking Association (ABA) routing number, account number, remittance address, lock box number, automated clearing house (ACH) information, and credit card information.
* Point of Contact (POC) Information – Includes, but is not limited to, the primary and alternatate points of contact and the electronic business, past performance, and government points of contact.

* Electronic Data Interchange (EDI) Information – Includes, but is not limited to, the EDI point of contact and his or her telephone, e-mail, and physical address. (\* Note: EDI Information is optional and may be provided only for businesses interested in conducting transations through EDI.)

**Annex 4 Guide to Creating a Financial Proposal for a Fixed Price Subcontract**

The purpose of this annex is to guide offerors in creating a budget for their cost proposal. Because the

subcontract will be funded under a United States government-funded project, it is important that all

offerors’ budgets conform to this standard format. It is thus recommended that offerors follow the steps

described below.

Step 1: Design the technical proposal. Offerors should examine the market for the proposed activity and

realistically assess how they can meet the needs as described in this RFP, specifically in section II.

Offerors should present and describe this assessment in their technical proposals.

Step 2: Determine the basic costs associated with each deliverable. The cost proposal should provide the

best estimate of the costs associated with each deliverable, which should include labor and all non-labor

costs, e.g. other direct costs, such as fringe, allowances, travel and transport, etc.

Other direct costs, i.e. non-labor, include for example the following:

1. Local travel and transportation, and associated travel expenses, if applicable,
2. Lodging and per diem expenses associated with travel, if applicable,
3. Rent
4. Utilities
5. Communications
6. Office supplies

Under no circumstances may cost information be included in the technical proposal. No cost information

or any prices, whether for deliverables or line items, may be included in the technical proposal. Cost

information must only be shown in the cost proposal.

Step 3: Create a budget for the cost proposal. Each offeror must create a budget using a spreadsheet

program compatible with MS Excel. The budget period should follow the technical proposal period. A

sample budget is shown on the following page.

Step 4: Write Cost Notes. The spreadsheets shall be accompanied by written notes in MS Word that

explain each cost line item and the assumption why a cost is being budgeted as well as how the amount is

reasonable.

**Sample Budget**

Offerors should revise the budget line items accordingly in response to the technical and cost

requirements of this RFP.

**Design, Production and Distribution of Communication Materials for District Courts**

**BUDGET**

**Offeror's Names**

**RFP TITLE**

**RFP #**

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **No.** | **Desciption** | **Quantity** | **Unit** | **Frequency** | **Unit** | **Cost per unit** | **Total** |  |
| **1** | **Design** |  |  |  |  |  |  |
|  | Annual Report | 1 | pack | 4 | court | USD           1,000 | USD    4,000 |
|  | Leaflet | 1 | ver | 4 | court | USD           1,000 | USD    4,000 |
|  |  |  |  |  |  |  |  |
| Sub Total | | | | | | | USD       8,000 |
| **2** | **Production Cost** | |  |  |  |  |  |
| 2.1 | Annual Report | 500 | exp | 4 | court | USD            100 | USD 200,000 |
| 2.2. | Leaflet | 500 | exp | 8 | court | USD            100 | USD 400,000 |
|  |  |  |  |  |  |  |  |
| Sub Total | | | | | | | USD 600,000 |
| 3 | Distribution Management |  |  |  |  |  |  |
|  | PIC | 1 | pack | 4 | court | USD            1,000 | USD     4,000 |
|  |  |  |  |  |  |  |  |
| Sub Total | | | | | | | USD    4,000 |
| **GRAND TOTAL** | | | | | | | **USD 612,000** |

**Annex 5 Quantimed**

**PURPOSE**

Quantimed is designed to quantify requirements and calculate estimated cost and order quantity

of medicines, medical supplies, laboratory supplies and reagents needed to provide services for a

given target population or for an estimated number of patients in a new or expanding program.

**BASIC INFORMATION**

• Technology – Microsoft Access

• Last Major Release – 3.2.06S in June 2018

• First Released – 2003

• Stakeholders – National quantification committees; Implementing partners; Logistics

management units of Ministries of Health

**GOALS**

• Improve the accuracy of order planning and budgeting

• Provide a systematic approach to organizing and analyzing consumption, morbidity and

proxy data

• Scale for morbidity-based estimates

• Span a single health facility, a national disease program or a group of geographic or

administrative areas

**OBJECTIVES**

• Estimate the amount, calculate cost and place orders for medicines, medical supplies,

laboratory supplies and reagents needed to provide services for a given population or for

an estimated number of patients in a new or expanding program

• Compare the costs of alternate treatment regimens and pharmaceutical products

• Develop caseload estimates for each type of service or intervention for a given target

population using morbidity-based, consumption-based and/or proxy consumption- based

methods

• Compare different program models to determine how fast and to what extent program

scale up is feasible

• Provide cost estimates in local currency and foreign currencies, as well as up-to-date

conversions rates

**OUTPUTS**

• Monthly forecasts in Excel or XML

* Exportable data

**Annex 6. PipeLine**

**PURPOSE**

Pipeline enables program managers to plan optimal procurement and delivery schedules for

health commodities and to monitor the stock status of health products. Policymakers, product

suppliers and donors can generate reports, estimate future product needs in terms of quantities

and costs, and use the software as a key tool in program planning.

**BASIC INFORMATION**

• Technology – Microsoft Access

• Last Major Release – 5.3 in 2018

• First Released – 1998

• Stakeholders – Donors/suppliers/purchasers of commodities; Warehouse and inventory

managers; Program/intervention managers; Policy makers

**GOALS**

• Ensure continuity of supply of medicines and supplies to meet the needs of patients

• Avoid surpluses that waste products and money

• Enables program managers to plan optimal procurement and delivery schedules for health

commodities

• Monitor the stock status of health products

**OBJECTIVES**

• Monitor the rate at which commodities are used

• Track what has been ordered but not yet received

• Provide information on total quantity available at all storage facilities and health care

facilities

• Estimate total amount of losses (due to expiry and damage) or transfers

• Track time required for the product to arrive after it is ordered

• Identify when to order new products and what actions are needed to do so

• Identify shortfalls, surpluses, stock outs and other pipeline problems

• Forecast future needs

**OUTPUTS**

• Reports for stock status, shipment summary, shipment orders, annual shipment costs,

pipeline action, pipeline problem and procurement table

• Graphs for stock status, consumption, trend analysis and couple-years of protection

• Exportable data

**Annex 7. ForLab**

**PURPOSE**

ForLab is a multi-method laboratory quantification tool designed to help program managers

forecast the needs for their laboratory products. The tool supports the gathering of data for

analyzing and accurately forecasting lab commodity needs, performs long- and short-term

forecasts and guides improvements for diagnostic services.

**BASIC INFORMATION**

• Technology – .NET Framework 3.5; SQL Server; Windows ReportView 2010 or higher

• Last Major Release – Current version is 2.7

• First Released – 2014

• Stakeholders – Laboratory program managers; Host country policy makers; Procurement

staff; System strengthening staff of international technical assistance providers

**GOALS**

• Scale up prevention and comprehensive HIV and AIDS care and treatment through

testing

• Ensure an uninterrupted supply chain for lab equipment and reagents through a

consolidated and coordinated quantification mechanism

• Carry out national forecasts and develop a procurement plan for the subsequent

mobilization of resources required to pay for a country’s testing needs

• Analyze and provide guidance on lab equipment network optimization

**OBJECTIVES**

• Analyze data sets for evidence-based forecasts, including service statistics (test numbers),

logistics data (consumption) and demographics (program targets)

• Compare forecasting and methodologies to identify programmatic and commodity gaps

• Analyze actual and forecasted instrument utilization, diagnostics contribution and

instrument diversity

• Provide a forecast of laboratory product requirements that can be managed in Pipeline to

monitor stock status and plan procurements (supply planning)

• Identifies underutilization of testing platforms

• Generates costs estimates of laboratory product requirements for budgetary and resource

mobilization purposes

• Models cost estimates associated with guideline shifts

**OUTPUTS**

• Dashboards

• Management reports

**Annex 8. Procurement Planning and Monitoring Report-Malaria.**

**PURPOSE**

The Procurement Planning and Monitoring Report (PPMR) describes stock status of products on

a country-by-country basis, and there are versions for both contraceptive and malaria products.

The reports are generated monthly (PPMR) or quarterly (PPMRm) and support the implementing

partners. In the case of PPMR, the tool encourages coordination through the Coordinated

Assistance for Reproductive health supplies (CARhs) group at the Reproductive Health Supplies

Coalition (RHSC). Data are provided by Ministries of Health, implementing partners and other

donor organizations.

**BASIC INFORMATION**

• Technology – Hosted on Amazon Web Services with Open Source technology; Linux;

Apache; MySQL; PHP; Java; Jasper Reports; Simple Mail Transfer Protocol (SMTP)

• Last Major Release – Updates in 2016 First Released – PPMR 2007 and PPMRm 2008

• Stakeholders – Country data providers; CARhs members (such as UNFPA); In-country

donor representatives; Ministry of Health staff; Implementing partners; Social marketing

organizations; USAID

**GOALS**

• Communicate updated data and supply needs to both in-country and global-level

stakeholders

• Open direct line of communication to enable donors to improve coordination with family

planning programs to ensure that countries’ needs are being addressed effectively

• Identify opportunities to assist multiple commodity programs and to avoid duplicate

efforts

• Increase data visibility to quickly prioritize urgent needs, understand the overall context

of the program reporting and take decisive actions to assist a wide range of programs and

countries

• Provide a mechanism for countries and donors to monitor contraceptive stock status,

improve data visibility, strengthen in-country coordination and address critical stock

imbalances in countries

**OBJECTIVES**

• Report on multiple family programs in the same country to support in-country

coordination and allow donors to see a more complete picture of the stock situation in-

country

• Capture information on stock and shipment statuses, and other commodity security

issues, from commodity programs on a country-by-country basis

• Prevent and mitigate stock outs through new emergency orders or expediting existing

orders

• Prevent and mitigate of overstocks and expiries through the delay, reduction or cancelation of existing orders

• Facilitate product transfers between countries to address a shortage in one country, while mitigating overstock and avoiding expiry and wastage in another.

**OUTPUTS**

• Stock and order reports

• Stock and order Graphs

**Annex 9. Procurement Planning and Monitoring Report-HIV**

**PURPOSE**

The PPMR-HIV provides a platform for country HIV program staff, USAID’s Office of HIV/AIDS (OHA), and its international partners to collaborate in effectively managing country stock levels of antiretroviral drugs and HIV rapid test kits. The platform is designed to enable stock visibility and collaboration within a country’s HIV/AIDS treatment and testing programs, and between country-based staff and international donor staff. Partners at all levels can view data and work together in real time to resolve stock imbalances before they become crises.

**BASIC INFORMATION**

• Ownership – Data managed by IntelliCog, Inc. under the GHSC-BI&A contract

• Platform: Microstrategy

• Stakeholders – Country data providers;  In-country donor representative; Ministry of Health satff; Implementing partners; USAID.

**GOALS**

• Communicate updated data and supply needs to both in-country and global-level

stakeholders

• Open direct line of communication to enable donors to improve coordination with HIV-AIDS programs to ensure that countries’ needs are being addressed effectively

• Identify opportunities to assist multiple commodity programs and to avoid duplicate

efforts

• Increase data visibility to quickly prioritize urgent needs, understand the overall context

of the program reporting and take decisive actions to assist a wide range of programs and

countries

• Provide a mechanism for countries and donors to monitor HIV AIDS commodities stock status, improve data visibility, strengthen in-country coordination and address critical stock imbalances in countries

**OBJECTIVES**

• Report on multiple HIV-AIDS programs in the same country to support in-country

coordination and allow donors to see a more complete picture of the stock situation in-

country

• Capture information on stock and shipment statuses, and other commodity security

issues, from commodity programs on a country-by-country basis

• Prevent and mitigate stock outs through new emergency orders or expediting existing

orders

• Prevent and mitigate of overstocks and expiries through the delay, reduction or cancelation of existing orders

• Facilitate product transfers between countries to address a shortage in one country, while mitigating overstock and avoiding expiry and wastage in another.

**OUTPUTS**

• Stock and order reports

• Stock and order Graphs

**Annex 10. Supply Chain Facility-Level AIDS Commodity Tracking system (SC-FACTS)**

**PURPOSE**

The key objective of the SC-FACTS project is to increase supply chain data visibility at the facility level.

**BASIC INFORMATION**

• Platform: Excel-based tool

• Stakeholders – Country data providers;  In-country donor representative; Ministry of Health satff; Implementing partners; USAID.

**GOALS**

• Communicate updated data and supply needs at the facility level to country stakeholders

• Provide a mechanism for countries and donors to monitor HIV AIDS commodities stock status, improve data visibility, strengthen in- country coordination and address critical stock inbalances in countries.

**OBJECTIVES**

• Capture information on stock and shipment statuses, and other commodity security

issues, from commodity programs on a facility-by-facility basis

• Prevent and mitigate stock outs through new emergency orders or expediting existing

orders

• Facilitate product transfers between facilities to address a shortage in one facility, while mitigating overstock and avoiding expiry and wastage in another.

**OUTPUTS**

• National Report with possible drill down to facility level stock monitoring

1. If Offeror does not have a DUNS number and is unable to obtain one before proposal submission deadline, Offeror shall include a statement in their Evidence of Responsibility Statement noting their intention to register for a DUNS number

   should it be selected as the successful offeror or explaining why registration for a DUNS number is not possible. Contact

   Dun & Bradstreet through this webform to obtain a number: [https://fedgov.dnb.com/webform](http://https://fedgov.dnb.com/webform) Further guidance on

   obtaining a DUNS number is available from Chemonics upon request. [↑](#footnote-ref-1)