Request for Proposals

RFP # Chem-HCWM-20-001

For the provision of

Waste Management and Technical Assistance Services

Contracting Entity:
Chemonics International, Inc.
1717 H St. NW
Washington, DC 20006

Funded by:
United States Agency for International Development (USAID)

Funded under:
USAID Global Health Supply Chain/Procurement Supply Management Project
USAID Global Health Supply Chain /Technical Assistance Project
The Global Fund
And various others

and various others

***** 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 Anthony Latta, SVP, Operations, Finance, and Compliance Division, GHSCO 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 BusinessConduct@chemonics.com or by phone/Skype at 888.955.6881.
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1.1. Introduction

Chemnics, the Buyer, acting on behalf of the U.S. Agency for International Development (USAID), Global Fund, and various others is soliciting offers from companies and organizations to submit proposals to carry out cradle to grave waste management services and technical assistance across Chemonics’ worldwide global health portfolio.

Founded in 1975, Chemonics is one of the world’s leading international development consulting firms. With corporate offices located in Washington, DC and London, and a network of approximately 5,000 specialists in 76 countries around the globe today, pursuing a higher standard in development every day to help clients, partners, and beneficiaries achieve results.

We bring together technical expertise and world-class systems to take on the world’s most challenging problems and deliver results.

We recognize that the world’s problems are complex. They require multidisciplinary solutions. With experience that spans more than 40 years, 10 technical sectors, and 150 countries, we document and apply lessons learned across all of our projects to bridge the gap between isolated technical fields and regions to drive lasting change.

Development requires more than just great ideas. It requires applying great ideas in the most challenging environments around the world. So, we embrace project management as a discipline, not an afterthought. Our industry-leading systems—from grants management to monitoring, evaluation, and learning—power our ability to design and implement multidisciplinary programs and learn from the results.

Offerors are invited to submit proposals in response to this request for proposals (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 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.

1.2. Chronological List of Proposal Events

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

- RFP published: 9/16/2020
- Proposal conference registration deadline: 9/22/2020
- Deadline for written questions: 9/25/2020
- Proposal conference: 09/30/2020
Answers provided to questions/clarifications 10/6/2020
Proposal due date 10/28/2020
Subcontract award (estimated) 12/1/2020

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

Written Questions and Clarifications. All questions or clarifications regarding this RFP must be in writing and submitted to Kathryn Goldmeier, Contracts Manager, kgoldmeier@chemonics.com no later than 5:00 pm EST on the date listed above. Questions and requests for clarification, and the responses thereto, will be circulated to all RFP recipients who have indicated an interest in this RFP after the proposal conference.

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, GHSC-PSM or any other Chemonics’ project, or any other party, will not be considered official responses regarding this RFP.

Proposal Conference. A mandatory proposal conference will be held virtually on September 30, 2020 at 10:00 am EST to provide interested offerors an opportunity to learn more about Chemonics’ global health portfolio and waste management needs and to ask any questions about this RFP and the solicitation process. Chemonics welcomes any organization to attend this proposal conference. Registration to attend the proposal conference is required. Please email your registration request by 5:00 pm EST on the date listed above to Kathryn Goldmeier, Contracts Manager, kgoldmeier@chemonics.com.

Written notes from the proposal conference will be provided electronically to all registered offerors, including those offerors who submitted written questions prior to the proposal conference, but were unable to attend the proposal conference in person.

Proposal Submission Date. All proposals must be received by the date and time listed and in compliance with the instructions provided in Section I.3.

Subcontract Award (estimated). Chemonics will select the proposal that offers the best value based upon the evaluation criteria stated in this RFP.

I.3. Offer Submission Requirements

Offerors shall submit their offers via email only by 5:00 pm EST on the date listed above at the following address:

Kathryn Goldmeier, Senior Contracts Specialist
kgoldmeier@chemonics.com

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.

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 MX Word, MS Excel, readable format, or Adobe Portable Document (PDF) format in a Microsoft XP environment. Offerors shall use a font of their choosing but the font must be between sizes 11 and 12. Offerors must not submit zipped files. Those pages requiring original manual signatures should be scanned and sent in PDF format as an email attachment or signed by using e-signatures.

**Technical proposals must not make reference to pricing data so that the technical evaluation may be made strictly on the basis of technical merit.** Technical proposals that incorporate pricing data risk being disqualified.

### I.4. Eligibility Requirements

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

Chemonics anticipates issuing awards to one or more U.S., local, or international companies or organizations provided they are legally registered and recognized under the laws of the countries where they are headquartered and 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.

The awards will be in the form of a Indefinite Quantity Subcontract (IQS) with Fixed Price and Fixed Price-Hybrid Sub-Task Orders (hereinafter referred to as “the subcontract”). The successful offerors shall be required to adhere to the statement of work and terms and conditions of the subcontract, which are incorporated in Section III herein.

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 the country in which they are headquartered 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.

(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.

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, invoicing, etc., 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.

### I.5. Source of Funding, Authorized Geographic Code, and Source and Origin

Any subcontract resulting from this RFP will be financed in part by USAID funding and will be subject to U.S. Government and USAID regulations. Other potential funders include but are not limited to The Global
Fund, UNICEF, the CDC, and the Bill and Melinda Gates Foundation.


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: Cuba, Iran, North Korea, 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).

### I.6. Validity Period

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

### I.7. Instructions for the Preparation of the Proposal

#### 1. Cover Letter

The offeror must use the cover letter provided in Annex 1 of this RFP, which confirms organizational information and consent to the validity of this proposal.

**Please note that offerors are only expected to bid on the segment or segments for which they can reasonably complete. For example, a firm that provides primarily technical assistance consulting services is not expected to bid on health care waste management services and vice versa. Organizations are also welcome to bid on all segments.**

#### 2. Technical Proposal

The technical proposal shall comprise the parts below. Please note that the proposal must be responsive 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.

- **Part 1: Approach and Methodology.** This part in total shall not exceed 20 pages.

  Offerors are expected to closely read the scope of work below and determine on which segments they will bid. Offerors are not required to bid on all segments in order for a proposal to be considered complete.

  **Part 1.1: Segment 1: Technical Assistance (not to exceed 6 pages)**
  
  If offerors will propose technical assistance services, offerors must describe their approach and methodology for providing said assistance using the illustrative list in Exhibit 1 under Section II.2 of this RFP as a guide.

  **Part 1.2: Segment 2: Waste Treatment and Disposal, In-Country Services (not to exceed 7 pages)**
  
  Offerors should look at the list of countries in Exhibit 1 under Section II.2 to determine if they are able to propose in-country waste treatment and disposal services for one or more of the countries listed. Should offerors choose to bid on this segment, this section shall include the offeror’s approach and
methodology for implementing and managing said services at each site location. Offerors should describe means for providing and ensuring the adequacy, overall distribution, and control of waste packaging materials; means for ensuring adequate packaging, labeling, and sealing procedures; means for in-country transportation and pick up; and means and methods of waste disposal and treatment.

Part 1.3: Segment 3: Waste Treatment and Disposal, Transboundary Services (not to exceed 7 pages) Offerors should look at the list of countries in Exhibit 1 to determine if they are able to propose transboundary waste treatment and disposal services for one or more of the countries listed. Should offerors choose to bid on this segment, this section shall include the offeror’s approach and methodology for implementing and managing said services at each site location and a detailed approach for how waste is moved out of country and to the treatment facility. Offerors should describe means for providing and ensuring the adequacy, overall distribution, and control of waste packaging materials; means for ensuring adequate packaging, labeling, and sealing procedures; means for in-country and transboundary transportation and pick up; and means and methods of waste disposal and treatment.

• Part 2: Key Personnel and Management Approach. This part must not exceed 8 pages.

Offerors shall propose staff for the following key personnel positions necessary for the implementation of the scope of work:

• Principal: With a minimum of 15+ years of experience overseeing technical portfolios and teams supporting waste management and/or environmental impact assessment projects, and a BA/BS or equivalent, the Principal in charge shall be responsible for providing high level technical and managerial QA/QC of materials and guidance submitted by the Offeror to the Buyer in order to ensure smooth and consistent delivery of services.

• Senior Health Care Waste Management (HCWM) Specialist: With a minimum of 15+ years of experience designing and leading strategic waste management projects, and a BA/BS or equivalent or commensurate, the Senior HCWM Specialist shall be responsible for serving as the technical lead and serving as the main activity point of contact for the Buyer, which may require liaising between the Buyer and other various stakeholders on behalf of the Buyer. The Senior HCWM Specialist will ideally successfully communicate technical requirements and guidance to non-technical audiences at times.

• Senior Project Management (PM) Specialist: With a minimum of 15+ years of experience providing strategic management support to waste management and/or environmental projects, and a BA/BS or equivalent or commensurate experience, the Senior PM Specialist shall have demonstrated ability to successfully manage complex and dynamic technical projects and contracts in these technical areas, all while serving as the main point of contact to coordinate details related to overall contract and sub-TO management.

For each key personnel proposed, the offeror must describe the individual’s role and how they will contribute to the scope of work. CVs for key personnel proposed must be included in Annex 2 to the offeror’s proposal.

Additionally, offeror must describe their overall approach to management and provide an organizational chart demonstrating the offeror’s hierarchical structure and lines of authority. The organizational chart must be accounted for as a part of the page limit for this section.

• If applicable, the org chart must include descriptive details for each office where work will be performed under this RFP.

• The org chart must include all positions on which the offeror plans to bid for technical assistance, including the three key personnel positions listed above.
If applicable, the work, responsibilities, and inter-relationships between the offeror and each proposed subcontractor must be included (see instructions for Part 3.1 below)

Part 3: Business Information and Qualifications. This part shall not exceed **15 pages total**.

Part 3 must be comprised of the following:

**Part 3.1: Basic Offeror Information (not to exceed 5 pages)**

Offerors must include the following in order for the RFP response to be considered complete:

- **Primary contact information, including:**
  - Legal name of the offeror’s firm or organization
    - Addresses of the corporate, headquarters office and any other offices at which work required under this RFP would be executed and/or managed, if different from the corporate office. If applicable, descriptions and details of the work performed at each office location.
    - If bidding on health care waste management, include the address of locations of waste treatment and disposal facilities.
  - The offeror’s designated representation. The offeror must designate an authorized representative who will be responsible and authorized for contractual and related matters in association with this RFP and any resulting award.
  - Offerors must be able to provide documentation confirming that they maintain Environmental Impairment Liability or Pollution insurance coverage with a $5,000,000 claim limit.

- **Information for any proposed subcontractors**
  - Legal name and contact information of designated representative, and address for all subcontractors to be engaged to provide work as described in this RFP. For the purposes of this RFP, “local subcontractor” also includes local incineration facilities and any other local partners.
  - Exact description of the work to be provided by each subcontractor. This description should include the exact point in the health care waste management supply chain at which the subcontractor is engaged and the offeror’s process and approach to handling waste custody.
  - A description of the existing or proposed legal relationship between the offeror and subcontractor. Documentation of existing relationships are required to be provided in Annex 1 to the technical proposal (see below).
  - Corporate capability and past performance write up for each proposed subcontractor, minimum of 2 pages but not to exceed 5 pages per subcontractor.
  - If proposing an incineration facility, please include the following additional information:
    - Incinerator system type and technology
    - Normal operating periods or cycles
    - Air pollution control equipment type and technology
    - Waste handling and incinerator loading system and equipment
    - Ash residue removal and handling system and equipment
  - Three (3) past performance references for proposed subcontractors. Past performance references should include the name, position, and contact information for an individual who can provide a reference. Please do **not** include a letter of reference.
Part 3.2: Qualifications (not to exceed 10 pages)

Offerors must include the following in order for the RFP response to be considered complete:

- Corporate Capabilities Statement
  - Provide evidence of overall capabilities, experience, and qualifications that cover the organization’s history, scope, and range of services. Include information on major clients and service sectors.
  - If bidding on health care waste management services, provide detailed information about the types and locations of waste treatment and disposal facilities.
  - Summary of experience and past performance specifically related to the below scope of work, as applicable to the offeror’s bid:
    - Experience with providing technical assistance to host country governments, locally operating health care waste management service providers, and other donor-funded implementing partners
    - Experience with the management, treatment, and disposal of non-hazardous (unusable medical products and unusable pharmaceutical products) and hazardous (i.e. sharps and chemical) wastes
    - Experience with the containerization, packaging, and transport of non-hazardous (unusable medical products and unusable pharmaceutical products), and hazardous (i.e. sharps and chemical) wastes in-country or transboundary scenarios, whichever is applicable
    - Experience with the management, treatment, and off-site incineration of waste at disposal facilities
- Five (5) past performance examples with references
  - List five projects with the name of the client, the funder (if applicable), descriptions of the work and services provided as related to the scope of work in this RFP, and start and end dates. Include a description of the work performed.
  - For each of the five projects listed, include one reference with the name, position, associated project, and contact information for an individual who can provide a reference. Please do not include a letter of reference.
  - Chemonics reserves the right to check additional references not provided by an offeror.

- Part 4: Annexes. There is no page limit on annexes to the technical proposal.

Annex 1: Certifications and Documentation of Subcontractor Relationships
- Review and complete the required certifications from Annex 2 of this RFP and include as a part of Annex 1 to the technical proposal.
- If proposing subcontractors, documentation of the existing legal relationship between the Offeror and subcontractor.
- If proposing the use of specific incineration facilities, copies of current government-issued license or authorization documentation (including third-party license, if applicable).

Annex 2: Key Personnel CVs
- Offerors must provide CVs for key personnel proposed.

3. 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.
Offeror(s) who are selected will be awarded an Indefinite Quantity Subcontract (IQS) under which task orders (TOs) will be issued for select work over the life of project. Task orders will be issued on a fixed price basis with cost reimbursable elements, as indicated below.

Offerors are required to complete pricing tables only to align with the technical segments on which they bid. Offerors are required to use RFP Attachment 1, Pricing Tables to complete cost information. Cost proposals in other formats will not be accepted.

Cost Proposal Segment 1: Technical Assistance
Offerors who bid on Segment 1 must complete the table in RFP Attachment 1, Pricing Tables, tab 1 “Technical Assistance.” Cost proposals submitted in any other format will not be accepted. Offerors are not required to complete all labor categories in order for their cost proposal to be considered complete.

<table>
<thead>
<tr>
<th>Labor Category</th>
<th>Minimum Qualifications</th>
<th>Proposed Fixed Daily Rate (daily)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Administrative</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Administrative Specialist, Junior</td>
<td>5 years’ experience in business administration or project operations BA/BS or equivalent</td>
<td></td>
</tr>
<tr>
<td>Administrative Specialist, Mid</td>
<td>8 years’ experience in business administration or project operations BA/BS or equivalent</td>
<td></td>
</tr>
<tr>
<td>Project Management Specialist, Junior</td>
<td>5 years’ experience providing operational support to waste management and/or environmental projects BA/BS or equivalent</td>
<td></td>
</tr>
<tr>
<td>Project Management Specialist, Mid</td>
<td>8 years’ experience providing increasingly complex operational support to waste management and/or environmental projects BA/BS or equivalent</td>
<td></td>
</tr>
<tr>
<td>Project Management Specialist, Senior</td>
<td>15+ years of experience strategic management support to waste management and/or environmental projects BA/BS or equivalent preferred, or commensurate experience</td>
<td></td>
</tr>
<tr>
<td>Principal</td>
<td>15+ years of experience overseeing technical portfolio and teams supporting waste management and/or environmental impact assessment projects BA/BS or equivalent</td>
<td></td>
</tr>
<tr>
<td>Technical</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Chemical Specialist/Toxicologist, Mid</td>
<td>8 years’ experience advising on safety measures and biological effects related to a range of health care waste products MA/MS or equivalent</td>
<td></td>
</tr>
<tr>
<td>Chemical Specialist/Toxicologist, Senior</td>
<td>15 years’ experience overseeing technical advisory support of safety measures and biological effects of health care waste products MA/MS or equivalent</td>
<td></td>
</tr>
<tr>
<td>HCWM Specialist, Junior</td>
<td>5 years’ experience providing technical support to waste management projects BA/BS or equivalent</td>
<td></td>
</tr>
<tr>
<td>HCWM Specialist, Mid</td>
<td>8 years’ experience implementing waste management projects BA/BS or equivalent</td>
<td></td>
</tr>
</tbody>
</table>
GlobalQMS ID: 681.11, 8 June 2020

<table>
<thead>
<tr>
<th>Role</th>
<th>Experience</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>HCWM Specialist, Senior</td>
<td>15+ years</td>
<td>Designing and leading strategic waste management projects</td>
</tr>
<tr>
<td></td>
<td>of experience</td>
<td>BA/BS or equivalent preferred, or commensurate experience</td>
</tr>
<tr>
<td>Dangerous Goods Logistics Specialist, Mid</td>
<td>8 years'</td>
<td>Experience managing supply chain, shipping, and/or logistics projects involving dangerous goods</td>
</tr>
<tr>
<td></td>
<td>experience</td>
<td>BA/BS or equivalent</td>
</tr>
<tr>
<td>Dangerous Goods Logistics Specialist, Senior</td>
<td>15+ years</td>
<td>Experience overseeing supply chain, shipping, and/or logistics projects involving dangerous goods</td>
</tr>
<tr>
<td></td>
<td>of experience</td>
<td>BA/BS or equivalent preferred, or commensurate experience</td>
</tr>
<tr>
<td>Engineer, Mid</td>
<td>8 years'</td>
<td>Experience in health care waste management evaluating and assessing waste treatment and disposal technologies</td>
</tr>
<tr>
<td></td>
<td>experience</td>
<td>MS/MA or equivalent</td>
</tr>
<tr>
<td>Engineer, Senior</td>
<td>15+ years</td>
<td>Experience in health care waste management evaluating and assessing waste treatment and disposal technologies</td>
</tr>
<tr>
<td></td>
<td>of experience</td>
<td>MA/MS or equivalent</td>
</tr>
</tbody>
</table>

Cost notes for each proposed labor category are required. Offerors must state what cost components are included in each labor category. For example, if an offeror bids on Engineer, Senior, cost notes would include discussion of all component parts of that fixed daily rate (i.e., salary, overhead, fringe, office equipment). Please note that a cost breakdown is not required.

Cost Proposal Segments 2 and 3: Waste Treatment and Disposal, In-Country and Transboundary Services

Offerors who bid on Segments 2 and 3 must complete Annex I, Pricing Tables, tab 2, and replicate for every country in which or from which they are proposing in-country or transboundary health care waste management services. Please refer to Exhibit 1 for a full list of countries. For example, if an offeror wishes to bid on services for two countries, they should submit two separate tables in the excel spreadsheet for each country.

Offerors are not required to complete tables for all of the countries listed in Exhibit 1 in order for their cost proposal to be considered complete. Additionally, offerors are not required to submit complete tables for each country. If an offeror only wishes to bid on in-country services, they should not complete the rows marked as “transboundary only” and vice versa.

Non-Hazardous: Per World Health Organization (WHO) guidance on health care waste, non-hazardous waste is defined as waste that does not pose any biological, chemical, radioactive or physical hazard. This includes unusable pharmaceutical products and unusable medical products, with the exception of sharps (i.e. syringes, needles, disposable scalpels and blades).

Hazardous: Meanwhile, due to potentially harmful microorganisms that can infect patients, health care providers, the general public and the environment, hazardous health care waste includes more specific sub-types. The WHO defines hazardous health care waste to include infectious, pathological, sharps, chemical, cytotoxic and radioactive.

Additionally, please note that all cost categories must be inclusive of pricing for PPE, containers, and other packaging as applicable. Value Added Tax (VAT) will be handled on a cost-reimbursement basis per task order and based on country and should not be included in the proposed fixed unit rate.
2. In-Country

<table>
<thead>
<tr>
<th>Segment</th>
<th>Category</th>
<th>Waste Type</th>
<th>Unit</th>
<th>Proposed Fixed Unit Rate*</th>
</tr>
</thead>
<tbody>
<tr>
<td>2. In-Country</td>
<td>Waste Containerization at Storage Location</td>
<td>Non-hazardous</td>
<td>Per ton</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Hazardous</td>
<td>Per ton</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Pick Up &amp; In-Country Transport of Containerized Waste to In-Country Disposal Destination</td>
<td>Non-Hazardous</td>
<td>Per ton</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Hazardous</td>
<td>Per ton</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Treatment and Disposal/Destruction of Containerized Waste</td>
<td>Non-Hazardous</td>
<td>Per ton</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Hazardous</td>
<td>Per ton</td>
<td></td>
</tr>
</tbody>
</table>

3. Transboundary

<table>
<thead>
<tr>
<th>Segment</th>
<th>Category</th>
<th>Waste Type</th>
<th>Unit</th>
<th>Proposed Fixed Unit Rate*</th>
</tr>
</thead>
<tbody>
<tr>
<td>3. Transboundary</td>
<td>Waste Containerization at Storage Location</td>
<td>Non-hazardous</td>
<td>Per ton</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Hazardous</td>
<td>Per ton</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Pick Up &amp; In Country Transport of Containerized Waste to Port of Entry/Exit for Customs Processing</td>
<td>Non-Hazardous</td>
<td>Per ton</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Hazardous</td>
<td>Per ton</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Transboundary Shipment of Containerized Waste to Out-Of-Country Disposal/Destruction Destination</td>
<td>Non-Hazardous</td>
<td>Per ton</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Hazardous</td>
<td>Per ton</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Treatment and Disposal/Destruction of Containerized Waste</td>
<td>Non-Hazardous</td>
<td>Per ton</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Hazardous</td>
<td>Per ton</td>
<td></td>
</tr>
</tbody>
</table>

**Cost notes** for each proposed fixed unit rates are required. Offerors must state what cost components are included in each FUR.

**I.8 Evaluation and Basis for Award**

This RFP will use the tradeoff process to determine best value as set forth in FAR 15.101-1. 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. Chemonics will award a subcontract to the offeror whose proposal represents the best value to Chemonics. 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.

Evaluation points will not be awarded for cost, 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 nearly equal, cost will become the determining factor.

In evaluating proposals, Chemonics will use the following evaluation criteria and sub-criteria:

<table>
<thead>
<tr>
<th>Evaluation Criteria</th>
<th>Evaluation Sub-criteria</th>
<th>Maximum Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>Segment 1: Technical Assistance</td>
<td><strong>If applicable:</strong> For offerors bidding on technical assistance: Technical know-how – Chemonics will assess whether the proposal indicates the Offeror’s proven record to provide written and oral guidance to various stakeholders to strengthen their ability to develop and manage an effective health-care waste management framework in an environmentally sound manner</td>
<td>15 points</td>
</tr>
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<td>---</td>
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<td>----------------------------------------------------------------</td>
</tr>
<tr>
<td></td>
<td><strong>If applicable:</strong> For offerors bidding on technical assistance:</td>
<td>Demonstrated ability to identify and navigate relevant national regulations and requirements related to health care waste management and environmental safeguarding</td>
</tr>
<tr>
<td></td>
<td><strong>If applicable:</strong> For offerors bidding on technical assistance:</td>
<td>Experience coordinating and engaging with a wide range of stakeholders (i.e. government officials, healthcare providers, pharmaceutical suppliers and/or other partners)</td>
</tr>
<tr>
<td><strong>Segments 2 and 3: Health Care Waste Management Services</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>If applicable:</strong> For offerors bidding on HCWM</td>
<td>Technical know-how – Chemonics will assess whether the proposal indicates the Offeror’s proven record to effectively manage and oversee all aspects of cradle to grave health care waste management activities in an environmentally sound manner</td>
<td>10 points</td>
</tr>
<tr>
<td><strong>If applicable:</strong> For offerors bidding on HCWM</td>
<td>Sector Knowledge – Chemonics will assess whether the proposal demonstrates the Offeror’s health care waste management knowledge is comprehensive, transferrable, and scalable</td>
<td>10 points</td>
</tr>
<tr>
<td><strong>If applicable:</strong> For offerors bidding on HCWM</td>
<td>Demonstrated ability to identify and navigate relevant regulations and requirements related to health care waste management and environmental safeguarding</td>
<td>5 points</td>
</tr>
<tr>
<td><strong>If applicable:</strong> For offerors bidding on HCWM</td>
<td>Experience coordinating and engaging with a wide range of stakeholders (i.e. government officials, healthcare providers, pharmaceutical suppliers and/or other partners)</td>
<td>5 points</td>
</tr>
<tr>
<td><strong>Key Personnel and Management Approach</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>All offerors:</strong></td>
<td>Proposed key personnel demonstrate the experience, expertise, and sector knowledge to complete the requirements of the segments on which the offeror bids</td>
<td>7 points</td>
</tr>
<tr>
<td><strong>All offerors:</strong></td>
<td>Offeror’s key personnel (both technical and managerial) demonstrate a strong ability to balance activity technical requirements with procedural operational support</td>
<td>7 points</td>
</tr>
<tr>
<td>All offerors:</td>
<td>6 points</td>
<td></td>
</tr>
<tr>
<td>--------------------------------------------------------</td>
<td>----------</td>
<td></td>
</tr>
<tr>
<td>Demonstrated ability to work effectively in both remote and in-person settings</td>
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<td></td>
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</tbody>
</table>

### Business Information, Qualifications, and Past Performance

<table>
<thead>
<tr>
<th>All offerors:</th>
<th>7 points</th>
</tr>
</thead>
<tbody>
<tr>
<td>Offeror’s corporate capabilities demonstrate that the offeror possessed adequate resources, organizational knowledge, and organizational capacity to complete the segments on which the offeror bids.</td>
<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>All offerors:</th>
<th>7 points</th>
</tr>
</thead>
<tbody>
<tr>
<td>Offeror’s past performance and reference checks demonstrates that the offeror has successfully completed work of a similar size and scope.</td>
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</table>

<table>
<thead>
<tr>
<th>If applicable: For all offerors proposing the use of subcontractors:</th>
<th>6 points</th>
</tr>
</thead>
<tbody>
<tr>
<td>Offerors that propose the use of subcontractors successfully demonstrate how subcontractors participate in the waste management supply chain and the chain of custody of waste for disposal/treatment. Appropriate documentation of the existing or proposed legal relationship is provided.</td>
<td></td>
</tr>
</tbody>
</table>

### I.9 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.

### I.10 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.

### I.11 Insurance and Services
Within two weeks of signature of this subcontract, the Offeror at its own expense (except that DBA shall be reimbursable to the Offeror at cost), shall procure and maintain in force, on all its operations, insurance in accordance with the charts listed below. The policies of insurance shall be in such form and shall be issued by such company or companies as may be satisfactory to Chemonics. Upon request from Chemonics, the Supplier shall furnish Chemonics with certificates of insurance from the insuring companies which shall specify the effective dates of the policies, the limits of liabilities there under, and contain a provision that the said insurance will not be canceled except upon thirty (30) days' notice in writing to Chemonics. The Supplier shall not cancel any policies of insurance required hereunder either before or after completion of the work without written consent of Chemonics.

DEFENSE BASE ACT (DBA) INSURANCE

a) FAR 52.228-3 WORKER’S COMPENSATION INSURANCE (DEFENSE BASE ACT INSURANCE) (APR 1984) [Updated by AAPD 05-05 — 02/12/04]

The Subcontractor shall (a) provide, before commencing performance under this Subcontract, such workers’ compensation or security as the Defense Base Act (DBA) (42 U.S.C. 1651, et seq.) requires and (b) continue to maintain it until performance is completed. The Subcontractor shall insert, in all lower-tier subcontracts authorized by Chemonics under this Subcontract to which the Defense Base Act applies, a clause similar to this clause imposing upon those lower-tier subcontractors this requirement to comply with the Defense Base Act. DBA insurance provides critical protection and limits on liability. The Subcontractor shall provide a proof of DBA insurance coverage to Chemonics upon request. Chemonics will verify coverage for, at least, projects in high risk environments and where Chemonics may be providing security.

(b) AIDAR 752.228-3 WORKERS’ COMPENSATION (DEFENSE BASE ACT) [Updated by AAPD 05-05 — 02/12/04] As prescribed in AIDAR 728.308, the following supplemental coverage is to be added to the clause specified in FAR 52.228-3.

(b)(1) The Subcontractor agrees to procure DBA insurance pursuant to the terms of the contract between USAID and USAID’s DBA insurance carrier unless the Subcontractor has a DBA self-insurance program approved by the U.S. Department of Labor or has an approved retrospective rating agreement for DBA.

(b)(2) If USAID or Subcontractor has secured a waiver of DBA coverage (See AIDAR 728.305-70(a)) for Subcontractor’s employees who are not citizens of, residents of, or hired in the United States, the Subcontractor agrees to provide such employees with worker’s compensation benefits as required by the laws of the country in which the employees are working, or by the laws of the employee’s native country, whichever offers greater benefits.

(b)(3) The Subcontractor further agrees to insert in all lower-tier subcontracts hereunder to which the DBA is applicable a clause similar to this clause, including the sentence, imposing on all lower-tier subcontractors authorized by Chemonics a like requirement to provide overseas workmen’s compensation insurance coverage and obtain DBA coverage under the USAID requirements contract.

(b)(4) USAID’s DBA insurance carrier. Pursuant to the clause of this Subcontract entitled "Worker's Compensation Insurance (Defense Base Act)" (AIDAR 752.228 03), the Subcontractor shall obtain DBA coverage from USAID’s current insurance carrier for such insurance. This insurance carrier as of the effective date of this Subcontract is AON Risk Insurance Services West, Inc. Address is: AON, 2033 N. Main St., Suite 760, Walnut Creek, CA 94596-3722. Point of contact is Fred Robinson: (o) 925-951-1856, fax: 925-951-1890, E-Mail: Fred.Robinson@aon.com. Subcontractor must apply for coverage directly to AON Risk Insurance Services Inc., the agent for AWAC DBA Insurance. For instructions on the required application form and submission requirements, please refer to AAPD 17-01. Pursuant to AIDAR 752.228-70, medical evacuation is a separate insurance requirement for overseas performance of USAID funded...
subcontracts; the Defense Base Act insurance does not provide coverage for medical evacuation. The costs of DBA insurance are allowable and reimbursable as a direct cost to this Subcontract.

(c) AIDAR 752.228-7 INSURANCE ON PRIVATE AUTOMOBILES Pursuant to the clause of this Subcontract entitled “Insurance Liability to Third Persons” (AIDAR 752.228-07), if the Subcontractor or any of its employees, consultants, or their dependents transport or cause to be transported (whether or not at Subcontract expense) privately owned automobiles to the Cooperating Country, or if any of them purchase an automobile within the Cooperating Country, the Subcontractor shall, during the period of this Subcontract, ensure that all such automobiles during such ownership within the Cooperating Country will be covered by a paid-up insurance policy issued by a reliable company providing minimum coverage of US$10,000/US$20,000 for injury to persons and US$5,000 for property damage, or such other minimum coverages as may be set by the cognizant Mission Director, payable in U.S. dollars or its equivalent in the currency of the Cooperating Country. The premium costs of such insurance shall not be a reimbursable cost under this Subcontract.

(d) AIDAR 752.228-70 Medical Evacuation Services (MEDEVAC) Services (JULY 2007) [Updated by AAPD 06-01].

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

(2) Exceptions: (i) The Subcontractor is not required to provide MEDEVAC insurance to eligible employees and their dependents with a health program that includes sufficient MEDEVAC coverage as approved by Chemonics. (ii) The USAID Mission Director through Chemonics, may make a written determination to waive the requirement for such coverage. The determination must be based on findings that the quality of local medical services or other circumstances obviate the need for such coverage for eligible employees and their dependents located at post.

(3) If authorized to issue lower-tier subcontracts, the Subcontractor shall insert a clause similar to this clause in all lower-tier subcontracts that require performance by Subcontractor employees.

e) In addition to the foregoing insurance requirements, the Supplier shall, as a minimum, obtain the following insurance in form and substance satisfactory to Chemonics that are covered by the standard fixed rates in Section 3.

<table>
<thead>
<tr>
<th>TYPE</th>
<th>MINIMUM LIMIT</th>
</tr>
</thead>
<tbody>
<tr>
<td>(a) Defense Base Act or equivalent for waived nationals per FAR 52.228-3 and 52.228-4. The coverage shall extend to Employers Liability for bodily injury, death, and for occupational disease.</td>
<td>As required by DBA</td>
</tr>
<tr>
<td>(b) Comprehensive General Liability Each Occurrence Combined Single Limit for Personal Injury and/or Property Damage.</td>
<td>$1,000,000 $2,000,000</td>
</tr>
<tr>
<td>(c) Automobile Liability Combined Single Limit each occurrence</td>
<td>As per AIDAR 752.228-7 and $1,000,000</td>
</tr>
<tr>
<td>(d) Other Required Insurance- Umbrella Insurance additive to (b) and (c) above</td>
<td>$1,000,000/$2,000,000</td>
</tr>
</tbody>
</table>
I. 12 Privity

By submitting a response to this request for proposals, offerors understand that USAID is NOT a party to this solicitation and the offeror agrees that any protest hereunder must be presented—in writing with full explanations—to Chemonics International for consideration, as USAID will not consider protests made to it under USAID-financed subcontracts. Chemonics, at its sole discretion, will make a final decision on the protest for this procurement.
Section II  Background and Scope of Work

II.1. Background

Chemonics has a well-established Global Health Supply Chain Office (GHSCO), which houses the Supply Chain Management Division (SCM), Global Health Division (GHD), as well as the Operations, Finance, and Compliance Division (OFC) for project support technical services. Within SCM and GHD, Chemonics is responsible for the $9.5 billion USAID Global Health Supply Chain Program-Procurement and Supply Management (GHSC-PSM) project, USAID Global Health Supply Chain Program-Technical Assistance (GHSC-TA) Francophone Task Order, USAID Human Resources for Health 2030 (HRH2030) project, in addition to a range of other projects with USAID, The Global Fund, UNICEF, CDC, and other donors such as the Bill and Melinda Gates Foundation.

Successful implementation of USAID’s and other donor’s, health sector programs, in alignment with the host country’s development objectives and priorities, depends considerably on the consistent supply of quality health commodities as well as supply chain assistance to health systems that manage these commodities and provide life-saving health services. An uninterrupted supply of health products to health facilities and patients worldwide is extremely challenging for various reasons, and these challenges are compounded by the need for a highly specialized waste management framework to oversee and manage the treatment and disposal of health commodities in a manner that adheres to relevant environmental, health and safety regulations and international best practices.

Within this operating context, Chemonics’ GHSCO is hereby soliciting submissions from qualified companies, firms, or organizations (Offerors) for the provision of a wide, comprehensive range of health care waste management (HCWM) services for various ongoing and future global health projects implemented by Chemonics’ staff and Field Offices worldwide. A complete overview of the intended scope of work is presented herein Section II.2. Offerors are not required to bid on the entire scope of work presented herein Section II.2; Chemonics advises Offerors to review the potential place of performance, illustrative HCWM technical assistance activities, and scope of non-hazardous and hazardous waste treatment and disposal in detail and bid only on the locations and technical areas aligned with the Offeror’s portfolio of previous and ongoing experiences.

II.2. Scope of Work

Following this RFP, Chemonics anticipates awarding one or multiple Indefinite Quantity Subcontracts (IQS) and may issue accompanying Task Orders (TOs). During implementation of the work solicited in this RFP, the IQS instrument will serve as the governing subcontract for the work and relationship between the contractor (Chemonics) and subcontractor (Offeror), while the TO instruments will be used by the contractor to order work from the subcontractor as needed, within the parameters of the IQS. Only IQS holders may bid on TOs under the IQS. Activities that involve in-country evaluation, consultation, coordination, etc. may be performed directly by Offerors, or remotely through the engagement of a local partner mechanism.

Place of Performance
The geographical scope of Chemonics’ global health portfolio ebbs and flows as donor priorities evolve, however, for the purposes of this solicitation, Chemonics is seeking Offerors who can demonstrate strong qualifications in the areas of firstly, HCWM technical assistance, and/or secondly, waste treatment and disposal originating in the countries presented in the below table. Based on the countries listed in the below table, Offerors should identify in which countries they have relevant previous or ongoing experiences, including on the ground presence through direct footprint, subsidiaries, partnerships, etc.
HCWM technical assistance services, as well as both in-country and transboundary non-hazardous and hazardous waste treatment and disposal activities shall be performed in remote-based, and in-country capacities to deliver and coordinate services.

### Exhibit 1

#### POTENTIAL GEOGRAPHICAL SCOPE AND RELATED SERVICE

<table>
<thead>
<tr>
<th>Country Name</th>
<th>HCWM Technical Assistance</th>
<th>In-country* Waste Treatment and Disposal</th>
<th>Transboundary** Waste Treatment and Disposal</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Angola</td>
<td>x</td>
<td>x</td>
<td>x</td>
</tr>
<tr>
<td>2 Belgium</td>
<td>x</td>
<td>x</td>
<td>x</td>
</tr>
<tr>
<td>3 Botswana</td>
<td>x</td>
<td>x</td>
<td>x</td>
</tr>
<tr>
<td>4 Burkina Faso</td>
<td>x</td>
<td>x</td>
<td>x</td>
</tr>
<tr>
<td>5 Burma</td>
<td>x</td>
<td>x</td>
<td>x</td>
</tr>
<tr>
<td>6 Burundi</td>
<td>x</td>
<td>x</td>
<td>x</td>
</tr>
<tr>
<td>7 Cambodia</td>
<td>x</td>
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<td>x</td>
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<td>8 Cameroon</td>
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<tr>
<td>9 El Salvador</td>
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<td>x</td>
</tr>
<tr>
<td>10 Eswatini</td>
<td>x</td>
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</tr>
<tr>
<td>11 Ethiopia</td>
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<tr>
<td>12 Ghana</td>
<td>x</td>
<td>x</td>
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<tr>
<td>13 Guatemala</td>
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<td>x</td>
<td>x</td>
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<tr>
<td>14 Guinea</td>
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<tr>
<td>15 Haiti</td>
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<tr>
<td>16 Honduras</td>
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<td>17 Indonesia</td>
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<tr>
<td>18 Kenya</td>
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<td>19 Laos</td>
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<td>20 Lesotho</td>
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<tr>
<td>21 Liberia</td>
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<tr>
<td>22 Malawi</td>
<td>x</td>
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<td>23 Mali</td>
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<tr>
<td>24 Mozambique</td>
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</tr>
<tr>
<td>25 Namibia</td>
<td>x</td>
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<tr>
<td>26 Nepal</td>
<td>x</td>
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<tr>
<td>27 Niger</td>
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<td>28 Nigeria</td>
<td>x</td>
<td>x</td>
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<td>29 Pakistan</td>
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<td>30 Panama</td>
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<tr>
<td>31 Rwanda</td>
<td>x</td>
<td>x</td>
<td>x</td>
</tr>
<tr>
<td>32 Sierra Leone</td>
<td>x</td>
<td>x</td>
<td>x</td>
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<tr>
<td>33 South Africa</td>
<td>x</td>
<td>x</td>
<td>x</td>
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<tr>
<td>34 South Sudan</td>
<td>x</td>
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<tr>
<td>35 Thailand</td>
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<tr>
<td>36 Uganda</td>
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<td>x</td>
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<tr>
<td>37 United Arab Emirates</td>
<td>x</td>
<td>x</td>
<td>x</td>
</tr>
<tr>
<td>38 Vietnam</td>
<td>x</td>
<td>x</td>
<td>x</td>
</tr>
<tr>
<td>39 Zambia</td>
<td>x</td>
<td>x</td>
<td>x</td>
</tr>
<tr>
<td>40 Zimbabwe</td>
<td>x</td>
<td>x</td>
<td>x</td>
</tr>
</tbody>
</table>

*In-country waste treatment and disposal is the preferred option for the majority of cases due to lower costs, expedited timeline, reduction of greenhouse gas emissions from long distance transport, and support of in-country local waste treatment and disposal facilities and related service providers. In some situations, in-country waste treatment and disposal may be the only viable option due to national restrictions of non-hazardous and hazardous waste export, or other extenuating circumstances.

**If there are no viable, licensed treatment and disposal facilities available in-country, and there are no waste export restrictions for a given country, the transboundary shipment of waste may be the only solution. In this case,
II.2.a. Segment 1: HCWM Technical Assistance

The term Health Care Waste Management (HCWM) herein Section II.2.a. is a by-product of health care waste (HCW) that includes sharps, non-sharp blood contaminated items, blood, body parts and tissues, chemicals, pharmaceuticals, and radioactive materials. HCWM technical assistance activities are centered on building capacity at national, state, and local levels to enhance the way health care waste is dealt with by relevant host country agencies and in-country healthcare facilities, as well as by implementing partners supporting projects and activities on behalf of host country governments.

Health care waste management contributes to the sustainable success of supply chain and environmental hygiene structure of the health care system by applying standards and methodologies to create more environmental sound and safe structure. This is conceptually achieved by focusing on the client and core services provided to and within countries. Value is created by collaborating with stakeholders to develop systems and processes that are cost-effective while environmentally sound and cost-effective activities for health care waste that varies in composition between non-hazardous and hazardous waste.

As required, the subcontractor will provide technical assistance to Chemonics’ in-country stakeholders, including host-country ministries of health, private sector partners, in-country donors agencies and clients, and other key stakeholders. The team will leverage private sector management methodologies, and transparent management systems where administrative and technical objectives can be identified, measured, and monitored, with an eye towards continual improvement. Technical assistance may include one or multiple trips to the country in question, or be completed in a remote, desk-based capacity.

The underlying objectives of health care waste management technical assistance activities are to maximize performance, minimize risk, increase efficiency, increase organizational process maturity, safeguard the environment, and protect human health and safety by reducing exposure of hazardous materials.

Illustrative activities may include:

- Develop waste management guidelines and approaches
- Lead the development of policies and procedures for the implementation of necessary equipment required to meet waste policy standards
- Develop SOPs for the procurement of waste management technologies for disposal
- Conduct situational and/or gap analysis for non-hazardous and hazardous health care waste
- Conduct audits of incinerator or other waste management technologies and disposal facilities for non-hazardous and hazardous health care waste
- Provide technical guidance and backstop support during non-hazardous and hazardous health care waste collection, segregation, and/or inventory in preparation for transport to facility for treatment and disposal
- Develop guidance documentation and standard operating procedures on the proper management of non-hazardous and hazardous health care waste including proper handling of waste prior, during, and after the containerization process prior to off-site transport
- Design waste treatment technology specifications and/or contract documents for non-hazardous and hazardous waste
- Develop quick guides and reference materials on non-hazardous and hazardous waste

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• Design behavioral interventions on non-hazardous and hazardous waste
• Create monitoring and evaluation/auditing tools on the proper management of non-hazardous and hazardous waste
• Develop training modules, curricula, and programs on non-hazardous and hazardous waste
• Conduct trainings on proper management of non-hazardous and hazardous waste

II.2.b. Segments 2 and 3: Treatment and Disposal

Non-Hazardous Waste Treatment and Disposal

Per World Health Organization (WHO) guidance on health care waste, non-hazardous waste is defined as waste that does not pose any biological, chemical, radioactive or physical hazard. This includes unusable pharmaceutical products and unusable medical products, with the exception of sharps (i.e. syringes, needles, disposable scalpels and blades).

This RFP requests qualifications for the treatment and disposal of non-hazardous waste likely to have the following composition:

**Unusable medical products:** Disposed, noninfectious, noncontaminated, and nonhazardous products or items used in patient care or medical research activities, such as disposed glass and plastic laboratory ware, empty tubes and vials, syringes, packaging materials, and personal protective equipment, such as gloves, masks, and gowns.

**Unusable pharmaceutical products:** Disposed non-hazardous pharmaceutical drugs or medicines such as disposed tablets and capsules, or pills, and related primary, secondary, tertiary packaging materials and boxes, glass and plastic bottles and vials, blister packs, ointment tubes, etc. that can no longer be used because of expiration date, withdrawn from healthcare provider prescription protocols and policies, recalled, damaged, or contaminated, or for any other reason.

Hazardous Waste Treatment and Disposal

Due to potentially harmful microorganisms that can infect patients, health care providers, the general public and the environment, hazardous health care waste includes more specific sub-types. The WHO defines hazardous health care waste to include infectious, pathological, sharps, chemical, cytotoxic, and radioactive.

This RFP requests qualifications for the treatment and disposal of hazardous waste likely to have the following composition:

**Sharps:** includes syringes, needles, disposable scalpels and blades. Disposed sharps generally includes scalpels and blades included in volunteer medical male circumcision kits. Offerors may also be requested to treat and dispose of other sharp materials originating from patient care facilities, such as syringes and/or needles. It should be assumed that the pick-up location will have these hazardous sharps bagged and boxed appropriately so that preparation for transport is minimal and streamlined.

**Chemical:** includes solvents and reagents used for laboratory preparations, disinfectants, sterilants and heavy metals contained in medical devices (e.g. mercury in broken thermometers) and batteries. Offers may also be requested to treat and dispose of bleach and other disinfectant substances commonly used in healthcare facilities.
If other hazardous waste types are identified during implementation, which require treatment and disposal services from the Offeror, the subsequent IQS will be amended to include this activity in the scope at that point in time. The current motivation for this RFP is to award service providers who are qualified to conduct cradle to grave waste management service for non-hazardous health care waste, and/or hazardous health care waste (limited to sharps and chemical products).

**Segments 2 and 3**

*Segment 2: In-Country Services*

- **Waste Identification and Inventorization**
  
  Offerors may be requested to coordinate with Chemonics’ staff and/or partners to support initial waste stream type and classification (i.e. non-hazardous/hazardous), any future packaging needs, and/or verify accurate waste inventory prior to any future sorting and containerization activities in the lead up to vehicular transport from the point of origin.

- **Waste Containerization**
  
  Offerors may be requested to conduct the containerization and/or packaging of waste at warehouse and storage facilities, for the eventual pick-up and vehicular transport to an approved incineration facility. Chemonics staff and partners overseeing warehouse and storage facilities will serve as the main point of contact to the Offeror, and it should be assumed that they would fully coordinate and cooperate with the Offeror, who will be responsible for the waste containerization process. The Offeror will be responsible for furnishing of all materials, which meet national standards and/or international best practices, that are required to facilitate the containerization process, prior to off-site transport.

- **Pick-up and In-Country Transport of Containerized Waste**
  
  Offerors may be requested to oversee and facilitate the pick-up of containerized waste from warehouse and storage facilities for vehicular transport to an approved incineration facility. This task may include one or multiple of the following sub-tasks: usage of approved transport vehicles, adherence to standard loading and unloading safety procedures, preparation of vehicle routing plans, and/or the generation of necessary transport documentation distributed to appropriate stakeholders.

- **Treatment and Disposal of Containerized Waste**
  
  Offerors may be requested to treat and dispose of containerized waste at an approved facility and be fully responsible for ensuring and documenting that the waste has been handled and processed in an environmentally sound manner, that adheres to national environmental regulations and procedures.

- **Environmental, Health and Safety Compliance**
  
  Offerors shall be responsible for compliance with all applicable national and international environmental laws, conventions and regulations to safeguard the environment and human health and safety. Adherence to all applicable environmental processes and procedures—both
formalized environmental mandates and informal environmental management best practices are required and shall be extended to any partners/subcontractors in which the Offeror chooses to engage.

**Segment 3: Transboundary Services**

- **Waste Identification and Inventorization**

  Offerors may be requested to coordinate with Chemonics’ staff and/or partners to support initial waste stream type and classification (i.e. non-hazardous/hazardous), any future packaging needs, and/or verify accurate waste inventory prior to any future sorting and containerization activities in the lead up to vehicular transport from the point of origin.

- **Waste Containerization**

  Offerors may be requested to conduct the containerization and/or packaging of waste at warehouse and storage facilities, for the eventual pick-up and vehicular transport to an approved incineration facility. Chemonics staff and partners overseeing warehouse and storage facilities will serve as the main point of contact to the Offeror, and it should be assumed that they would fully coordinate and cooperate with the Offeror, who will be responsible for the waste containerization process. The Offeror will be responsible for furnishing of all materials, which meet national standards and/or international best practices, that are required to facilitate the containerization process, prior to off-site transport.

- **Pick-up and In-Country Transport of Containerized Waste**

  Offerors may be requested to oversee and facilitate the pick-up of containerized waste from warehouse and storage facilities for vehicular transport to an approved incineration facility. This task may include one or multiple of the following sub-tasks: usage of approved transport vehicles, adherence to standard loading and unloading safety procedures, preparation of vehicle routing plans, and/or the generation of necessary transport documentation distributed to appropriate stakeholders.

- **Transboundary Shipment of Containerized Waste**

  Offers may be requested to oversee and facilitate the transboundary movement of waste, via ground, ocean, or air freight. In this instance, the Offeror will be required to procure all necessary transboundary clearances and associated documentation in coordination with the host country government’s health ministry, customs and any other relevant regulatory bodies in the country of origin. Supplemental transboundary clearances must also be acquired for any transit countries per international transboundary waste shipment agreements. Depending on the quantity and volume of waste containerized for transboundary shipment, the Offeror will be responsible for engaging a freight forwarding agent to provide any necessary equipment required to facilitate the cargo loading process. Any demurrage and delay costs are the responsibility of the Offeror and the appointed local freight forwarder.

- **Treatment and Disposal of Containerized Waste**
Offerors may be requested to treat and dispose of containerized waste at an approved facility and be fully responsible for ensuring and documenting that the waste has been handled and processed in an environmentally sound manner, that adheres to national environmental regulations and procedures.

- Environmental, Health and Safety Compliance

Offerors shall be responsible for compliance with all applicable national and international environmental laws, conventions and regulations to safeguard the environment and human health and safety. Adherence to all applicable environmental processes and procedures—both formalized environmental mandates and informal environmental management best practices are required and shall be extended to any partners/subcontractors in which the Offeror chooses to engage.
Section III    Indefinite Quantity Subcontract Terms and Conditions

Offerors will be provided a copy of IQS terms and conditions upon registration for the proposal conference on the date listed above.
Annex 1  Cover Letter

[Offeror: Insert date]

[Offeror: Insert name of point of contact for RFP]
[Offeror: Insert designation of point of contact for RFP]
[Offeror: Insert project name]
[Offeror: Insert "Chemonics International Inc." or if there is a locally registered entity, use that name]
[Offeror: Insert project office address]

Reference: Request for Proposals [Insert RFP name and number]

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

Dear Mr./Mrs. [Insert name of point of contact for RFP]:

[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 [insert number of days, usually 60 or 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]

I.  Copy of registration or incorporation in the public registry, or equivalent document from the government office where the offeror is registered.
II. Copy of company tax registration, or equivalent document.
III. Copy of trade license, or equivalent document.
IV. 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

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 _____________________
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—
   (i) 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

(Instructions to Offerors: Offerors will provide their registered DUNS number for subawards valued at USD$30,000 and above with Chemonics unless exempted. Exemption may be granted by Chemonics or based on a negative response to Section 3(a) below (ie, the offeror, in the previous tax year, had gross income from all sources under USD$300,000). Dun & Bradstreet regulates the system and registration may be obtained online at http://fedgov.dnb.com/webform. 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 applicable or not possible. Additional guidance on obtaining a DUNS number is available upon request.)

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 Transparancy 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:

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

☐ Yes ☐ No

b) 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

c) 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

d) Does your business or organization maintain an active registration in the System for Award Management (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: ___________________________

One of the authorized negotiators listed in Section 2 above should sign
Title: ___________________________
Date: ___________________________
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) Woman Owned Small Business

☐ HUBZone ☐ 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.

__________________________________________ Date

Signature and Title (required)
52.222-50 SUBCONTRACTOR CERTIFICATION REGARDING TRAFFICKING IN PERSONS
COMPLIANCE PLAN (January 2019)

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.
   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.
FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)
SUBAWARD REPORTING QUESTIONNAIRE AND CERTIFICATION

Prime Contract
Insert Prime Contract Name
Insert Prime Contract Number/Task Order Number

Subcontractor Data
Insert Subcontractor Name
Insert Subcontractor AddressLine1
Insert Subcontractor AddressLine2
Insert Subcontractor City, Insert Subcontractor State in USA, or Province/Other
Insert Subcontractor Zipcode or PostalCode Insert Subcontractor Country

Subcontract Number: INSERT SUBCONTRACT NUMBER
Start Date: INSERT SUBCONTRACT START DATE
Subcontract Value: INSERT SUBCONTRACT VALUE

A. In the previous tax year, was your company’s gross income from all sources under $300,000?
☐ Yes ☐ No

B. If “No”, please provide the below information and answer the remaining questions.

(i) Subcontractor DUNS Number: Insert DUNS on record

(ii) 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

(iii) 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

(iv) Does your business or organization maintain a record in the System for Award Management (www.SAM.gov)?
☐ Yes ☐ No

(v) If you have indicated “Yes” for paragraph (ii) and “No” for paragraph (iii) and (iv) above, provide the names and total compensation of your five most highly compensated executives for the preceding completed fiscal year.
1. Name: ________________________________________________________________
   Amount: __________________________________________________________________________

2. Name: ________________________________________________________________
   Amount: __________________________________________________________________________

3. Name: ________________________________________________________________
   Amount: __________________________________________________________________________

4. Name: ________________________________________________________________
   Amount: __________________________________________________________________________

5. Name: ________________________________________________________________
   Amount: __________________________________________________________________________

By signature below, I hereby certify that the information provided above is true and accurate as of the date of execution of this document, and I further understand that annual certification is required for information provided in paragraph (v) above.

Signature and Title (required)        Date

"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 tax-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 positions.**

Annex 4
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. 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 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 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?


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 alternate 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 transactions through EDI.)