

Request for Proposals # FHM-HO-CORE-RFP-003  
Research Support for Family Planning

Dear Sir or Madam,

Chemonics International Inc. (hereinafter referred to as “Chemonics”), under Frontier Health Markets Round 1: Global Technical Assistance (FHM Engage) Cooperative Agreement No. 7200AA21CA00027, is issuing a Request for Proposals (RFP) for a research firm with expertise in both quantitative and qualitative research methods and data analysis to support a range of targeted studies. The attached RFP contains all the necessary information for interested Offerors.

FHM Engage is a five-year project financed by USAID and implemented by Chemonics International Inc. The purpose of FHM Engage is to accelerate improvements in family planning (FP), maternal newborn and child health (MNCH), malaria, HIV/AIDS, tuberculosis (TB), and other health outcomes by strengthening the functioning of local health markets and facilitating strategic engagement with a wide range of private sector actors.

Companies or organizations should indicate their interest in submitting a proposal for the anticipated contract by sending an email indicating their intention to [FHM-Engage-Procurement@chemonics.com](mailto:FHM-Engage-Procurement@chemonics.com) by 5:00 p.m. (EST) on **January 24, 2024**.

Chemonics realizes that Offerors may have additional questions after reading this RFP. Interested Offerors can submit their questions to [FHM-Engage-Procurement@chemonics.com](mailto:FHM-Engage-Procurement@chemonics.com) according to the instructions in 1.8 of the RFP. If necessary, Chemonics will provide answers to all relevant questions received in an amendment that will be emailed directly to all interested Offerors who registered with [FHM-Engage-Procurement@chemonics.com](mailto:FHM-Engage-Procurement@chemonics.com).

This RFP does not obligate Chemonics to execute a contract nor does it commit Chemonics to pay any costs incurred in the preparation and submission of the proposals. Furthermore, Chemonics reserves the right to reject any and all offers, if such action is considered to be in the best interest of Chemonics.

Sincerely,

Makda Medhanie  
Program Manager  
FHM Engage

Request for Proposals

RFP # FHM-HO-CORE-RFP-003

For the provision of

Research Support for Family Planning

Contracting Entity:

Chemonics International Inc.  
1275 New Jersey Avenue SE, Suite 200  
Washington, DC 20003-5115

Funded by:

United States Agency for International Development (USAID)

Funded under:

FHM Engage  
Cooperative Agreement No. 7200AA21CA00027

**\*\*\*\*\* 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 Makda Medhanie, FHM Engage Program Manager, with any questions or concerns regarding the above information or to report any potential violations. Potential violations may also be reported directly to Chemonics at to [BusinessConduct@chemonics.com](mailto:BusinessConduct@chemonics.com) or by phone/Skype at 888.955.6881.

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### **List of Acronyms**

CFR	Code of Federal Regulations
CMS	Content Management System
CV	Curriculum Vitae
FAR	Federal Acquisition Regulations
FHM	Frontier Health Markets
FP	Family Planning
MNCH	Maternal, Newborn, and Child Health
RFP	Request for Proposals
SHOPS Plus	Sustaining Health Outcomes through the Private Sector Plus
TB	Tuberculosis
UEI	Unique Entity Identifier
U.S.	United States
USAID	U.S. Agency for International Development

## **Section I. Instructions to Offerors**

### **I.1. Introduction**

Chemonics, the Buyer, acting on behalf of the U.S. Agency for International Development (USAID) and the Frontier Health Markets Project (FHM Engage), under cooperative agreement No. 7200AA21CA00027, is soliciting offers from companies and organizations to submit proposals to participate with FHM Engage to carry out the development of a project website.

FHM Engage is a five-year activity multi-million dollar multi-country project financed by USAID and implemented by Chemonics International. The purpose of FHM Engage is to accelerate improvements in family planning (FP), maternal, newborn, and child health (MNCH), malaria, HIV/AIDS, tuberculosis (TB), and other health outcomes by strengthening the functioning of local health markets and facilitating strategic engagement with a wide range of private sector actors.

FHM Engage is a global cooperative agreement to provide technical assistance supporting local actors to improve the ability of health markets to meet supply-side capacity gaps and consumer preferences, contributing to equitable provision of and access to high-quality family FP and other health services and products in mixed health systems. Led by Chemonics with Results for Development as co-technical lead, alongside Pathfinder International, FHM Engage will work through sixteen local, regional, and specialized network implementation partners to deliver lasting results.

FHM Engage's objectives are to:

- I. Improve the market environment for greater private sector participation in the delivery of health products and services.
- II. Improve equal access to and uptake of high-quality consumer driven health products, services, and information.

Chemonics will issue a contract to one company or organization. The award will be in the form of a firm fixed price contract (hereinafter referred to as "the contract". The successful Offeror shall be required to adhere to the statement of work and terms and conditions of the contract, which are incorporated in Section III herein.

Offerors are invited to submit proposals in response to this RFP in accordance with **Section I Instructions to Offerors**, which will not be part of the contract. The instructions are intended to assist interested Offerors in the preparation of their offer. Any resulting contract will be guided by Sections II and III.

This RFP does not obligate Chemonics to execute a contract nor does it commit Chemonics to pay any costs incurred in the preparation and submission of the proposals. Furthermore, Chemonics reserves the right to reject any and all offers, if such action is considered to be in the best interest of Chemonics.

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

### **I.2. Offer Deadline**

Emailed offers must be received no later than 5 P.M EST on **January 24, 2025**, at the following address:

Makda Medhanie  
FHM Engage Program Manager

Fhm-engage@fhm-engage.org

Faxed offers will not be considered.

Offerors are responsible for ensuring that their offers are received in accordance with the instructions stated herein. Late offers may be considered at the discretion of Chemonics. Chemonics cannot guarantee that late offers will be considered.

### **I.3. Submission of Offers**

Proposals must be submitted electronically only at the address noted in I.2 above.

#### **A. Instructions for the Submission of Electronic Copies**

Separate technical and cost proposals must be submitted by email no later than the time and date specified in I.2. The proposals must be submitted to the point of contact designated in I.2.

The Offeror must submit the proposal electronically with up to 3 attachments (5 MB limit) per email compatible with MX Word, MS Excel, readable format, or Adobe Portable Document (PDF) format in a Microsoft XP environment. Offerors must not submit zipped files. Those pages requiring original manual signatures should be scanned and sent in PDF format as an email attachment.

The technical proposal and cost proposal must be kept separate from each other. Technical proposals must not make reference to pricing data in order that the technical evaluation may be made strictly on the basis of technical merit.

### **I.4. Requirements**

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

#### **A. General Requirements**

Chemonics anticipates issuing a contract to a United States (U.S) company or organization, provided it is legally registered and recognized under the laws of and is in compliance with all applicable civil, fiscal, and other applicable regulations. Such a company or organization could include a private firm, non-profit, civil society organization, or university.

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

- (i) Companies or organizations, whether for-profit or non-profit, must be legally registered under the laws of the U.S. upon award of the contract.
- (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 must have a local presence in U.S. at the time the contract is signed.

- (iv) Companies or organizations, whether for-profit or non-profit, shall be requested to provide a UEI number if selected to receive a contract 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.<sup>1</sup>

Offerors may present their proposals as a member of a partnership with other companies or organizations. In such cases, the contract will be awarded to the lead company in the partnership. The leading company shall be responsible for compliance with all contract 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 contract terms.

## **B. Required Proposal Documents**

### 1. Cover Letter

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

- i. Name of the company or organization
- ii. Type of company or organization
- iii. Address
- iv. Telephone
- v. Fax
- vi. E-mail
- vii. Full names of members of the Board of Directors and Legal Representative (as appropriate)
- viii. Taxpayer Identification Number
- ix. UEI Number
- x. Official bank account information
- xi. Other required documents that shall be included as attachments to the cover letter:
  - a) Copy of registration or incorporation in the public registry, or equivalent document from the government office where the offeror is registered.
  - b) Copy of company tax registration, or equivalent document.
  - c) Copy of trade license, or equivalent document.
  - d) Evidence of Responsibility Statement, whereby the offeror certifies that it has sufficient financial, technical, and managerial resources to complete the activity described in the scope of work, or the ability to obtain such resources. A template is provided in Annex 3 "Required Certifications".
  - e) Applicable documents listed in I.4.A.

### 2. Technical Proposal

The technical proposal shall comprise the following parts:

- Part 1: Narrative. This part shall not exceed 5 pages. Part 1 must explain how the Offeror will approach the project, including meeting the requirements listed in the Scope of Work in Section II - specifically, functional requirements, content management system requirements, technical requirements, hosting requirements, and collaborative approach. The Offeror must also explain their ability to meet the additional requirements listed in Section II.

- Part 2: Timing. This section should not exceed 3 pages.  
In Part 2, the Offeror shall state its proposed timeline in Part 2. In Part 2, the Offeror shall also detail its capacity and capability to perform the work within the specified timeframe, including any specialized services.
- Part 3: Ongoing Support. This part shall not exceed 3 pages.  
Part 3 must explain the Offeror's approach to providing ongoing support beyond the period of performance. Ongoing support could entail troubleshooting, ongoing consultation to ensure the website meets the goals and requirements stated in the scope, staff training for updates and ongoing maintenance, among other support functions.
- Part 4: Past Performance. This part shall not exceed 3 pages.  
Offerors must include details demonstrating their experience and technical ability in implementing the technical approach/methodology, and should include contact information for a minimum of three companies for which such work was completed. The past performance should demonstrate the Offeror's capacity to perform similar work to that detailed in Section II. Contact information must include at a minimum: name of point of contact who can speak to the Offeror's performance, name and address of the company for which the work was performed, and email and phone number of the point of contact.

The sections of the technical proposal stated above must respond to the detailed information set out in Section II of this RFP, which provides the background, states the scope of work, describes the deliverables, and provides a deliverables schedule.

- Part 5: Staffing and Personnel. This part shall not exceed 2 pages. Resumes/Curriculum Vitae (CV) do not count toward the page limit.  
In Part 5, offerors must submit a narrative explaining the staffing and personnel for conducting the work specified. The offeror is encouraged to submit resumes or CVs of the anticipated personnel, which will not count toward the page limit requirement.

The sections of the technical proposal stated above must respond to the detailed information set out in Section II of this RFP, which provides the background, states the scope of work, describes the deliverables, and provides a deliverables schedule.

### 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 contract.

The price of the contract to be awarded will be an all-inclusive fixed price. No profit, fees, taxes, or additional costs can be added after award. Nevertheless, for the purpose of the proposal, offerors must provide a detailed budget showing major line items, e.g. salaries, allowances, travel costs, other direct costs, indirect rates, etc., as well as individual line items, e.g. salaries or rates for individuals, different types of allowances, rent, utilities, insurance, etc. Offers must show unit prices, quantities, and total price. All items, services, etc. must be clearly labeled and included in the total offered price. All cost information must be expressed in USD. See Annex 2 for a sample cost structure.



The cost proposal shall also include a budget narrative that explains the basis for the estimate of every cost element or line item. Supporting information must be provided in sufficient detail to allow for a complete analysis of each cost element or line item. Chemonics reserves the right to request additional cost information if the evaluation committee has concerns of the reasonableness, realism, or completeness of an offeror's proposed cost.

If it is an offeror's regular practice to budget indirect rates, e.g. overhead, fringe, G&A, administrative, or other rate, Offerors must explain the rates and the rates' base of application in the budget narrative. Offerors may also include a reasonable fee if that is the offeror's standard practice. The final fixed price shall be negotiated following Chemonics' cost and price analysis of the offeror's cost proposal. Chemonics reserves the right to request additional information to substantiate an Offeror's indirect rates.

Under no circumstances may cost information be included in the technical proposal. No cost information or any prices, whether for deliverables or line items, may be included in the technical proposal. Cost information must only be shown in the cost proposal.

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

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

All goods and services offered in response to this RFP or supplied under any resulting award must meet USAID Geographic Codes 937 in accordance with the United States Code of Federal Regulations (CFR), 22 CFR §228, available at: <http://www.gpo.gov/fdsys/pkg/CFR-2012-title22-vol1/pdf/CFR-2012-title22-vol1-part228.pdf>.

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. Chronological List of Proposal Events**

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

RFP published	December 19
Amended RFP published	January 10, 2025
Deadline for questions	January 14, 2025
Proposal due date	January 24, 2025
Contract award (estimated)	February 2025

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 [FHM-Engage-Procurement@chemonics.com](mailto:FHM-Engage-Procurement@chemonics.com). Questions and requests for

clarification, and the responses thereto, will be circulated to all RFP recipients who have indicated an interest in this RFP.

Only written answers from Chemonics will be considered official and carry weight in the RFP process and subsequent evaluation. Any answers received outside the official channel, whether received verbally or in writing, from employees or representatives of Chemonics International, the FHM Engage project, or any other party, will not be considered official responses regarding this RFP.

**Proposal Submission Date.** All proposals must be received by **January 24, 2025**. Late offers will be considered at the discretion of Chemonics.

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

### **I.7. Validity Period**

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

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

An award will be made to the offeror whose proposal is determined to be responsive to this solicitation document, meets the eligibility criteria stated in this RFP, meets the technical, management/personnel, and corporate capability requirements, and is determined to represent the best value to Chemonics. Best value will be decided using the tradeoff process.

This RFP will use the tradeoff process to determine best value. 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. Cost proposals are not assigned points, but for overall evaluation purposes of this RFP, technical evaluation factors other than cost, when combined, are considered approximately equal to cost factors. If technical scores are determined to be equal or nearly equal, cost will become the determining factor.

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

<b>Evaluation Criteria</b>	<b>Evaluation Sub-criteria</b>	<b>Maximum Points</b>
<b>Technical Approach, Methodology, and Detailed Work Plan</b>		
	Technical know-how – How does the proposal clearly explain and respond to the objectives of the project as stated in the Scope of Work?	20 points
	Approach and Methodology – How does the proposed program approach and detailed activities fulfill the requirements of executing the Scope of Work effectively, efficiently, and envisioning multi-stakeholder collaboration and input?	20 points
	Timeline – Does the proposed timeline fulfill the requirements and demonstrate the offeror’s capacity and capability to perform the work within the proposed timeline, including any specialized services?	10 points
	Ongoing Support – Does the proposal demonstrate the Offeror’s capability to provide ongoing support?	10 points
<b>Total Points – Technical Approach</b>		<b>60 points</b>
<b>Management, Key Personnel, and Staffing Plan</b>		
	Personnel Qualifications – Do the proposed team members have necessary experience and capabilities to carry out the Scope of Work? Does the proposed staffing plan manage concurrent activities and deadlines effectively?	20 points
<b>Total Points – Management</b>		<b>20 points</b>
<b>Corporate Capabilities, Experience, and Past Performance</b>		
	Does the Offeror’s portfolio highlight relevant experience in conducting comprehensive market assessments, qualitative and quantitative research, and providing actionable insights into health market dynamics, particularly in the private sector for FP, maternal and child health, and related outcomes?	20 points
<b>Total Points – Corporate Capabilities</b>	Do the Offeror’s past projects illustrate success in managing multi-stakeholder engagements, delivering high-quality deliverables, and adapting approaches to diverse country contexts?	20 points

<b>Total Points- Corporate Capabilities</b>	<b>20 points</b>
<b>Total Points</b>	<b>100 points</b>

Evaluation points will not be awarded for cost. Cost will primarily be evaluated for realism and reasonableness. If technical scores are determined to be nearly equal, cost will become the determining factor.

This RFP utilizes the tradeoff process. Chemonics will award a contract to the Offeror whose proposal represents the best value to Chemonics and FHM Engage. 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.

### **I.9. Negotiations**

Best offer proposals are requested. It is anticipated that a contract 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 contract. 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 Contract**

This is a request for proposals only and in no way obligates Chemonics to award a contract. In the event of contract negotiations, any resulting contract 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 contract. 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. Privity**

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

### **I.12 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment**

The selected offeror is required to comply fully with the Mandatory Standard Provision entitled, "Prohibition on Certain Telecommunication and Video Surveillance Services or Equipment," which states that U.S. government assistance funds, including direct and indirect costs, cost share and program income, cannot be used to: (1) procure or obtain; (2) extend or renew a contract to procure or obtain; or (3) enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services ("CTES") as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition covers certain telecommunications equipment and services, including, but not limited to, phones, internet,

video surveillance, and cloud servers, produced or provided by Huawei Technologies Company, ZTE Corporation, Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). Chemonics may provide approval for the Subrecipient/Contractor to procure specific CTES on a case-by-case basis if no available alternate eligible source exists. If the Subrecipient/Contractor uses any U.S. government assistance funds to procure CTES without written advance approval, Chemonics reserves the right to refuse reimbursement and/or seek reimbursement from the subrecipient/contractor.

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

### **II.1. Background**

As USAID’s flagship private sector health project, Frontier Health Markets (FHM) Engage aims to improve the functioning of local health markets and support the effective engagement and inclusion of the private sector to advance voluntary family planning, maternal and child health, malaria, TB, and HIV/AIDS outcomes. FHM Engage employs several key approaches, including a market development approach, adaptive learning, and working through regional and local actors to properly contextualize challenges and identify sustainable solutions to improve private sector health markets.

FHM will facilitate and support strategic engagement and partnership with a range of health NGOs, civil society, and private sector organizations to increase access to affordable health products and services, and to improve FHM’s health system preparedness for any potential disease outbreaks. FHM will provide them with tailored technical assistance, financing, and capacity building expertise.

### **II.2. Scope of Work**

FHM Engage seeks a research firm with expertise in both quantitative and qualitative research methods and data analysis to support a range of targeted studies. The work will focus on understanding and advancing market access to contraceptive products, the impact of pricing on demand, and the role of the private sector in family planning (FP) access across various country contexts. Experience in private sector engagement is preferred. These research activities enhance FHM Engage’s impact by improving data collection, harmonization, and the use of market intelligence, enabling better-informed decisions in both public and private sectors.

Research firms will support the following five (5) research activities:

1. Market Assessments for Emergency Contraceptives (EC)
2. Understanding user fees for IUDs and Implant Contraceptives
3. High Impact Practice for Social Marketing Assessment Tool
4. Literature Review to Inform Potential High Impact Practice Brief on MDA
5. The Private Health Sector’s Role in Liberia’s Informal Safety Net

### **Market Assessments for Emergency Contraception (EC)**

**Background:** Private sector markets are vital for the sustainable scaling of emergency contraceptive pills as part of ensuring availability of a full method mix for informed choice and voluntary use of FP in USAID priority countries. EC markets are dominated by commercial actors, necessitating engagement strategies that leverage an in-depth understanding of existing market dynamics, including the roles and incentives of key players, as well as the financing and regulatory conditions that either support or hinder market performance. The supply and demand dynamics for EC in USAID priority countries for FP may present numerous opportunities for increasing awareness and facilitating more supply options. On the demand side, a recent scoping review found that awareness is growing in many markets where EC data are available, but a large gap between awareness and use exists. High trade margins and consumer price may be a barrier for some vulnerable groups including youth. Addressing the challenges to take advantage of the opportunities will require targeted interventions and a strategic market engagement approach to equitable access to quality-assured, affordable EC with a particular focus on younger age group consumers.

**Objective:** FHM Engage's approach to understanding more deeply these market opportunities and challenges, so they can be addressed by market development efforts, is to initiate comprehensive market assessments in three priority countries. Countries have been strategically selected based on contextual differences and data availability. The strategic selections aim to uncover opportunities to grow EC markets sustainably by understanding the current market dynamics, key players, and existing barriers.

#### **Understanding User Fees for IUDs and Implant Contraceptives:**

**Background:** Out-of-pocket (OOP) expenses are an understudied aspect of FP financing. The fees charged for these services and products in both sectors, whether formal or informal, can deter contraceptive use, especially for IUDs and implants, potentially creating a gap between women's preferences for using an IUD or an implant and their accessibility. Despite this, user fees associated with IUDs and implants have not been well-documented or analyzed.

**Objective:** This research will analyze market dynamics, barriers, and opportunities in EC, focusing on supply-demand factors, consumer awareness, and the roles of commercial actors in selected priority countries. Findings will inform targeted market interventions to improve access, particularly for younger consumers.

#### **Development of High Impact Practice (HIP) for Social Marketing Assessment Tool:**

**Background:** This activity will be to develop a tool to measure the quality of implementation of the Social Marketing High Impact Practice (HIP). This will involve working with experts to identify critical components of social marketing programs for successful implementation and developing and piloting an assessment tool to track HIP guidance implementation. Using the recently updated Social Marketing HIP, FHM Engage will engage with HIP brief authors, the broader social marketing community, and implementing partners to identify five or six key implementation components. These engagements will explore how tools like the Adolescent-Friendly Contraceptive Services (AFCS) Scorecard or HIP Brief checklists were developed and tested, as well as experiences from projects like Data for Impact and Research for Scalable Solutions that have developed measures for assessing quality of service delivery HIPs.

**Objectives:** The identified key implementation components will inform the development of a mixed methods assessment tool to validate these components' integrity and relevance to evolving social marketing practices. FHM Engage will pilot the tool in Ghana, Kenya, and Zambia, making improvements as needed. They will collaborate with the HIPs Partnership to ensure high technical quality of the assessment tool as a HIP resource. The final deliverable will be an assessment tool outlining key

components and incorporating lessons learned from the pilot to support social marketing practices in PRH priority countries.

**Literature Review to Inform Potential HIP Brief on Market Development Approach (MDA):**

**Background:** This activity is intended to investigate whether there is sufficient evidence in existing literature to consider application of the MDA as a HIP: a measurable, evidence-based FP practice supported by literature as having demonstrable impact in achieving FP outcomes. FHM Engage will conduct a comprehensive literature review to assess whether there is evidence that the MDA is a HIP with demonstrable impact in achieving FP objectives or if it may be used in conjunction with other HIPs to enhance and maximize their impact. FHM Engage will compile and summarize the existing body of evidence, including gray literature and program reports to inform a recommendation on whether an MDA HIP brief is warranted at this time. The review will also identify research and knowledge gaps to put forward potential evidence generation priorities and/or strategies that could be considered to advance the MDA evidence base.

**Exploring the Private Health Sector’s Role in Liberia’s Informal Safety Net:**

**Background:** In Liberia, out-of-pocket expenditures for healthcare are primarily made in the private sector. However, it is not well-documented how much private sector clinics deliver healthcare services without charging full or partial payment, potentially serving as an informal safety net for individuals and families unable to pay. This lack of documentation perpetuates the perception that the private sector is solely profit-motivated, undermining efforts to include private sector voices in health policy discussions such as subsidies for private health facilities. The 2019 Private Health Sector Assessment (PSA) included an illustration of how private facilities serve clients who were unable to pay, but it was not designed to estimate the magnitude of this challenge. More quantifiable information would advance private sector engagement and valuation by recognizing private sector contributions to informal, social safety nets via free or discounted service delivery and care for low-income Liberians.

**Objective:** To address this gap, FHM Engage plans to use a three-pronged research methodology to characterize service delivery and associated revenues for key primary care services (including FP) within a defined geographic area and a set of sampled private sector clinics. This research aims to answer the question: “To what extent are private sector providers delivering services to Liberians who are unable to pay fully or partially for the care they receive?” The findings will help address a strategic policy and planning question: “How can this information better inform decision-making regarding support needed for the private health sector and the best ways to deliver that support?” The focus will be on private health clinics offering a full range of family planning services and products. The geographic area and sample will be defined during the first quarter of the year in collaboration with USAID Liberia, informed by the 2019 HP+ PSA and the 2022 FHM Engage Private Health Facility Assessment. Because each methodology has limitations and biases, FHM Engage will use three data collection methods to triangulate information and synthesize findings.

**Technical Qualifications**

Selected offeror must possess the following technical qualifications:

- Demonstrated experience in secondary data analysis with familiarity in data platforms such as Demographic and Health Surveys (DHS), PMA, DHIS2, and other routine data sources.
- Proven expertise in research protocol development and coordination with Institutional Review Boards (IRB).

- Skilled in quantitative data analysis, particularly using data from mobile data collection, with attention to data interpretation consideration.
- Experience in assessment tool development.
- Familiarity with USAID's High Impact Practices (HIPs) in family planning (FP).
- Ability to conduct comprehensive literature reviews, including both peer-reviewed and gray literature.
- Experience in research study coordination, particularly in managing complex, multi-component studies.
- Consultancy firms must provide a single point of contact for technical coordination, though the work across the activities detailed below can be matched and assigned to different consultants within the firm based on skillset and availability.

### **II.3. Deliverables**

The successful offeror shall deliver to Chemonics the following deliverables, in accordance with the schedule set forth in II.4 below.

#### **Market Assessments for Emergency Contraception (EC)**

- Deliverable No. 1: Global literature review (not systematic) summarizing recent EC trends, demand generation evidence, and enabling environment factors, using both peer-reviewed and gray literature.
- Deliverable No. 2: Country-specific evidence summaries for Kenya, Malawi, and Nepal on EC dynamics and barriers.
- Deliverable No. 3: Data analysis and visualizations of EC knowledge, use, and supply trends, incorporating data sources such as DHS, PMA, DHIS2, and RHSC, and any additional data provided through sources like Maisha Meds where available

#### **Understanding User Fees for IUDs and Implant Contraceptives:**

- Deliverable No. 4: Global literature review of existing evidence on the relationship between user fees and the uptake and continuation of IUDs/implants, drawing from peer-reviewed and gray literature.
- Deliverable No. 5: Secondary data analysis of user fees in India, Kenya, and Nigeria, using sources such as DHS, PMA, FPWatch, and CM4FP.
- Deliverable No. 6: Research study protocol developed in collaboration with FHM Engage subcontractors, including IRB approval
- Deliverable No. 7: Contribution to a journal article based on findings.

#### **Development of High Impact Practice (HIP) for Social Marketing Assessment Tool:**



- Deliverable No. 8: Meeting agenda and notes from stakeholder engagement to identify essential HIP components for the tool.
- Deliverable No. 9: HIP assessment tool ready for implementation, with feedback incorporated from FHM Engage, USAID, and key stakeholders.
- Deliverable No. 10: Report on findings and recommendations from pilot implementations in Ghana, Kenya, and Zambia, with an updated tool reflecting insights based on data from implementation feedback.
- Deliverable No. 11: Slide deck for webinar presentation on process, findings, and recommendations.

**Literature Review to Inform Potential HIP Brief on Market Development Approach (MDA):**

- Deliverable No. 12: Protocol for conducting the literature review.
- Deliverable No. 13: Synthesized literature review of peer-reviewed and gray literature on MDA impact, including program reports and other documented sources.

**Exploring the Private Health Sector’s Role in Liberia’s Informal Safety Net:**

- Deliverable No. 14: Study coordination support to the technical team and input on the study protocol, contributions to data collection training materials.
- Deliverable No. 15: Technical review of the final report or manuscript to ensure comprehensive data collection and synthesis, using data from primary research, private sector clinic records, and any available national healthcare assessments (e.g., 2019 HP+ PSA, 2022 Private Health Facility Assessment).

**II.4. Deliverables Schedule**

The successful offeror shall submit the deliverables described above in accordance with the following deliverables schedule:

<b>Deliverable Number</b>	<b>Deliverable Name</b>	<b>Due Date</b>
<b>1</b>	Global literature (not systematic) review summarizing recent EC trends, demand generation evidence, and enabling environment factors, using both peer-reviewed and gray literature.	4 weeks after contract signing
<b>2</b>	Country-specific evidence summaries for Kenya, Malawi, and Nepal on EC dynamics and barriers.	6 weeks after contract signing
<b>3</b>	Data analysis and visualizations of EC knowledge, use, and supply trends, incorporating data sources such as DHS, PMA,	8 weeks after contract signing

	DHIS2, and RHSC, and any additional data provided through sources like Maisha Meds where available	
4	Global literature review of existing evidence on the relationship between user fees and the uptake and continuation of IUDs/implants, drawing from peer-reviewed and gray literature.	8 weeks after contract signing
5	Secondary data analysis of user fees in India, Kenya, and Nigeria, using sources such as DHS, PMA, FPWatch, and CM4FP.	12 weeks after contract signing
6	Research study protocol developed in collaboration with FHM Engage subcontractors, including IRB approval.	8 weeks after contract signing
7	Contribution to a journal article based on findings.	6-7 months after contract signing
8	Meeting agenda and notes from stakeholder engagement to identify essential HIP components for the tool.	Meeting agenda: 6 weeks after contract signing Notes: 2 weeks following last stakeholder engagement
9	HIP assessment tool ready for implementation, with feedback incorporated from FHM Engage, USAID, and key stakeholders.	12-16 weeks after contract signing
10	Report on findings and recommendations from pilot implementations in Ghana, Kenya, and Zambia, with an updated tool reflecting insights based on data from implementation feedback.	6-7 months after contract signing
11	Slide deck for webinar presentation on process, findings, and recommendations.	6-7 months after contract signing
12	Protocol for conducting the literature review.	4-6 weeks after contract signing
13	Synthesized literature review of peer-reviewed and gray literature on MDA impact, including program reports and other documented sources.	4 months after contract signing

14	Study coordination support to the technical team and input on the study protocol, contributions to data collection training materials.	Ongoing from start of contract signing until finalization of data collection, approximately 5 months after contract signing
15	Technical review of the final report or manuscript to ensure comprehensive data collection and synthesis, using data from primary research, private sector clinic records, and any available national healthcare assessments (e.g., 2019 HP+ PSA, 2022 Private Health Facility Assessment).	6-7 months after contract signing

\*Deliverable numbers and names refer to those fully described in II.3 above.

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

**FIXED PRICE CONTRACT  
Between**

**CHEMONICS INTERNATIONAL INC.  
1275 New Jersey Avenue SE, Suite 200  
Washington, DC 20003**

**And**

**Name of Contractor**  
**Contractor address**

TAX ID # (for U.S. firms)  
**Hereafter referred to as the Contractor**

**For**

**Name of Cooperative Agreement**  
**Cooperative Agreement No. (insert CA number here)**

**Effective Date:**  
**Total Fixed price:**

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This Agreement, which shall constitute a contract ("Contract") between Chemonics International Inc, ("Chemonics"), a for profit organization organized and existing under the laws of Delaware, having its principal place of business at 1275 New Jersey Ave SE, Suite 200, Washington DC, 20003, and Name of Contractor, Contractor Address ("Contractor"). The Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein.

The rights and obligations of the parties to this fixed price contract shall be subject to and governed by the provisions and specifications attached or incorporated by reference herein and executed by both parties. **IN WITNESS WHEREOF**, the parties hereto have caused this Contract to be executed by their respective duly authorized signing officers.

For  
Chemonics International Inc.  
\_\_\_\_\_  
By:  
Title: *(insert title)*  
Date: \_\_\_\_\_  
Place Signed: \_\_\_\_\_

For  
Name of Contractor  
\_\_\_\_\_  
By:  
Title:  
Date: \_\_\_\_\_  
Place Signed: \_\_\_\_\_

## Section A. Background, Scope of Work, Deliverables and Deliverables Schedule

### A.1. Background

Chemonics, the Buyer, acting on behalf of the U.S. Agency for International Development (USAID) and the Frontier Health Markets Project (FHM Engage), under cooperative agreement No. 7200AA21CA00027, is soliciting offers from companies and organizations to submit proposals to participate with FHM Engage to carry out the development of a project website.

FHM Engage is a five-year activity multi-million dollar multi-country project financed by USAID and implemented by Chemonics International. The purpose of FHM Engage is to accelerate improvements in family planning (FP), maternal, newborn, and child health (MNCH), malaria, HIV/AIDS, tuberculosis (TB), and other health outcomes by strengthening the functioning of local health markets and facilitating strategic engagement with a wide range of private sector actors.

FHM Engage is a global cooperative agreement to provide technical assistance supporting local actors to improve the ability of health markets to meet supply-side capacity gaps and consumer preferences, contributing to equitable provision of and access to high-quality family FP and other health services and products in mixed health systems. Led by Chemonics with Results for Development as co-technical lead, alongside Pathfinder International, FHM Engage will work through sixteen local, regional, and specialized network implementation partners to deliver lasting results.

FHM Engage's objectives are to:

- I. Improve the market environment for greater private sector participation in the delivery of health products and services.
- II. Improve equal access to and uptake of high-quality consumer driven health products, services, and information.

The original Scope of Work had three primary objectives:

### A.2. Scope of Work

FHM Engage seeks a research firm with expertise in both quantitative and qualitative research methods and data analysis to support a range of targeted studies. The work will focus on understanding and advancing market access to contraceptive products, the impact of pricing on demand, and the role of the private sector in family planning (FP) access across various country contexts. Experience in private sector engagement is preferred. These research activities enhance FHM Engage's impact by improving data collection, harmonization, and the use of market intelligence, enabling better-informed decisions in both public and private sectors.

Research firms will support the following five (5) research activities:

1. Market Assessments for Emergency Contraceptives (EC)
2. Understanding user fees for IUDs and Implant Contraceptives
3. High Impact Practice for Social Marketing Assessment Tool
4. Literature Review to Inform Potential High Impact Practice Brief on MDA
5. The Private Health Sector's Role in Liberia's Informal Safety Net

Section C. Period of Performance

The effective date of this Contract is (fill in date when work must begin, not earlier than signature date) , and the completion date is (fill in date). The Contractor shall deliver the deliverables set forth in Section A., Background, Scope of Work, Deliverables and Deliverables Schedule to (designate receiving person) , in accordance with the schedule stipulated therein.

In the event that the Contractor fails to make progress so as to endanger performance of this Contract, or is unable to fulfill the terms of this Contract by the completion date, the Contractor shall notify Chemonics forthwith and Chemonics shall have the right to summary termination of this Contract as stipulated in Section D, Changes, Stop Work and Termination.

Section D. Changes, Stop Work and Termination

Chemonics may order changes in the scope of work above. Any change in the Contractor's scope of work and/or deliverable(s) requires prior written authorization of Chemonics through a modification to this Contract.

Notwithstanding any other provision hereof, Chemonics may, by written notice to Contractor, order that work be stopped or otherwise suspend all or any portion of the services. Contractor shall stop all such services immediately upon receipt of Chemonics' stop work order and shall promptly resume the services after receipt of direction from Chemonics to proceed.

Chemonics reserves the unilateral right to terminate this Contract at any time, paying for all deliverables completed at the time of termination and a pro-rata share of any deliverable in progress. Any termination shall be made in writing to the Contractor. In the event of a dispute over a determination made by Chemonics regarding the amount to be paid, if any, to Contractor because of the termination, the dispute shall be addressed in accordance with the Dispute provisions of this Contract.

Section E. Contract fixed price, Invoicing and Payment

E.1. Contract fixed price

In consideration for the delivery of all of the products and/or services stipulated in Section A., Chemonics will pay the Contractor a total of US\$ XX,XXX (Amount must be denominated in local currency if a local subcontract) . This figure represents the total price of this Contract and is fixed for the period of performance outlined in Section C., Period of Performance. (Include the following language only if Chemonics will make more than one payment) Chemonics will pay the total price through a series of installment payments. Chemonics will make each payment subject to Section E.3, below, after Contractor’s completion of the corresponding deliverable indicated in the following table: (Delete the preceding two sentences and the table and asterisk below if total price is to be paid in one payment only)

(Structure the table below as needed. Sometimes one payment is made for 2 or more deliverables while in other cases, each deliverable has a payment associated with it.)

<b>Installment Number and Amount</b>	<b>Corresponding Deliverable Number(s) and Name(s)*</b>
1. \$XX,XXX	(Deliverable No. 1 Name)
2.	
3.	

\*Deliverable numbers and names refer to those fully described in Section A.3, above.

E.2. Invoicing

Upon (Responsible person’s title here) acceptance of the contract deliverables described in Section A., Background, Scope of Work, Deliverables and Deliverables Schedule, the Contractor shall submit an original invoice to Chemonics for payment. The invoice shall be sent to the attention of (insert name and designation of person who will receive invoices), and shall include the following information: a) contract number, b) deliverables delivered and accepted, c) total amount due in (choose either US dollars or specify a local currency if this is a local contract) , per Section E.1., above; and d) payment address/bank account number.

E.3. Payment

Chemonics will pay the Contractor’s invoice within thirty (30) business days after both a) Chemonics’ approval of the Contractor’s deliverables, and b) Chemonics’ receipt of the Contractor’s invoice. Payment will be made USD, paid to the account specified in the Contractor’s invoice.

E.4. Expenses and Liabilities

Contractor understands that Chemonics will not reimburse Contractor for any supplies, equipment, or operating costs, nor will these costs of doing business be defrayed in any way by Chemonics.

Section F. Force Majeure

For the purposes of this Agreement, “Force Majeure” means an event or events either of nature or caused by man, which is beyond the reasonable control of a either party—that is, either Chemonics or the Contractor—and which makes a Party’s performance of its obligations under the contract impossible. In no event can a Force Majeure event be caused by the negligence or intentional action of a Party or such Party’s subcontractors or agents or employees. Any Force Majeure event must be an event that a diligent Party could not have reasonably expected and could not have taken action to mitigate or avoid such circumstances which prevent the Party from carrying out its obligations hereunder. Force Majeure causes may include—but are not restricted to—fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the



control and without the fault or negligence of the Contractor.

The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible, but not longer than five (5) days about such occurrence.

In the event that the Force Majeure event causing a delay or inability to perform continues for more than thirty (30) days after written notification, either party may terminate this Agreement immediately upon written notice to the other party.

#### Section G. Intellectual Property Rights

The ownership of all copyright and other intellectual property rights in respect of any data compilations, research, spreadsheets, graphs, reports, diagrams, designs, work products, software, or any other documents, developed in connection with this Contract will exclusively vest in or remain with Chemonics, which shall have all proprietary rights therein, notwithstanding that the Contractor or its employees may be the author of the intellectual property. All documents relating to the intellectual property or otherwise connected with this Contract, the services, or duties must be returned or delivered to Chemonics at the time of the expiration or termination of the Contract. The Contractor agrees not to publish or make use of any of the intellectual property, or documents relating thereto, without the prior written approval of Chemonics and proper attribution.

#### Section H. Proprietary and Confidential Information

The Contractor acknowledges that, in performing this Contract, Chemonics may be required to make available to Contractor certain information deemed to be Proprietary and Confidential information ("Proprietary Information"). Such information includes without limitation, information related to pricing, trade secrets, customer lists, and technical, financial and business information, patents, research, development, computer software, designs or processes, and know-how of Chemonics. Contractor agrees to safeguard and hold in strictest confidence all Proprietary Information.

Contractor hereto agrees not to disclose such Proprietary Information to unauthorized parties. Receiving parties shall not use Proprietary Information from the other for any purpose other than that as required for the performance of this Contract. Each Party shall designate in writing one or more individuals as the only person(s) authorized to receive Proprietary Information exchanged between the Parties pursuant to this Contract. Except as required in the performance of this Contract, neither this Contract nor the furnishing of any information hereunder by Chemonics shall grant Contractor, by implication or otherwise, any license under any invention, patent, trademark or copyright.

The restrictions set forth in the foregoing provisions of this clause shall not apply to information: (a) which was at the time of the receipt otherwise lawfully known to the recipient independently of the disclosing party; (b) which was at the time of receipt lawfully within the public knowledge; (c) which subsequently is lawfully developed independently by the recipient; or (d) which subsequently is lawfully acquired from a third party without coordinating restriction on use.

Contractor shall return all Proprietary Information to Chemonics upon its request or upon termination of this Contract, whichever occurs first. Contractor shall have the right to retain an index of the Proprietary Information for its internal records, subject to Contractor's continued compliance with the restrictions and obligations set forth in this section. This section shall survive termination of this Contract.

## Section I. Indemnity and Contractor Waiver of Benefits

(a) The Contractor waives any additional benefits and agrees to indemnify and save harmless Chemonics, its officers, directors, agents, and employees from and against any and all claims and liability, loss, expenses, suits, damages, judgments, demands, and costs (including reasonable legal and professional fees and expenses) arising out of:

(1) the acts or omissions of Contractor, its employees, officers, directors, agents or its subcontractors;

(2) injury or death to persons, including officers, directors, employees, agents and subcontractors of Contractor, or loss of or damage to property, or fines and penalties which may result, in whole or in part, by reason of the buying, selling, distribution, or use of any of the goods or services purchased or provided under this contract except to the extent that such damage is due to the negligence of Chemonics;

(3) the infringement or violation of any patent, copyright, trademark, service mark, trade secret, or other proprietary interest of any third party resulting from Chemonics' use, distribution, sale, sublicensing, or possession of the goods (including software and all forms of written materials) or services purchased or provided, as authorized hereunder, or from the use or possession of said goods or services by Contractor, as authorized hereunder; or false claims submitted by Contractor or its subcontractors under this contract or as a result of a Contractor misrepresentation of fact or fraud by Contractor.

(b) Contractor shall defend and settle at its sole expense all suits or proceedings arising out of the foregoing, provided that Contractor has notice or is given prompt written notice of such claim or suit and, further, that Contractor shall be given necessary information, reasonable assistance and the authority to defend such claim or suit. Contractor shall not settle, compromise or discharge any pending or threatened suit, claim or litigation, arising out of, based upon, or in any way related to the subject matter of this Contract and to which Chemonics is or may reasonably be expected to be a party, unless and until Contractor has obtained a written agreement, approved by Chemonics (which shall not be unreasonably withheld) and executed by each party to such proposed settlement, compromise or discharge, releasing Chemonics from any and all liability.

(c) If any of the goods or services provided by Contractor hereunder, including without limitation software and all forms of written materials, become the subject of a claim of infringement or violation of a third party's intellectual property, privacy and/or proprietary rights, Contractor shall, at its own expense, use its best efforts--

(1) to procure for Chemonics the right to continue use and, if authorized under this contract, distribution of the infringing goods or services or,

(2) to modify the goods or services to make them non-infringing, or to replace them with equivalent, non-infringing counterparts.

If none of the above mentioned can be successfully implemented, then Contractor shall refund to Chemonics all monies paid Contractor for the infringing goods and services.

## Section J. Compliance with Applicable Laws and Standards

The Contractor shall perform all work in accordance with all applicable laws, ordinances, codes, regulations, and other authoritative rules of the U.S and its political subdivisions and with the standards of relevant licensing boards and professional associations.

Section K. Protecting Chemonics' Interests when Contractor is Named on Suspected Terrorists or Blocked Individuals Lists, Ineligible to Receive US Government Funding, or Suspended, Debarred or Excluded from Receiving Federal Funds

In addition to any other rights provided under this contract, it is further understood and agreed that Chemonics shall be at liberty to terminate this contract immediately at any time following any of the following conditions:

- (a) the Contractor is named on any list of suspected terrorists or blocked individuals maintained by the U.S. Government, including but not limited to (a) the Annex to Executive Order No. 13224 (2001) (Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or (b) the List of Specially Designated Nationals and Blocked persons maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury;
- (b) US Government determines that the Contractor is ineligible to receive US Government funding pursuant to U.S. laws and regulations; or
- (c) the Contractor is identified on the U.S. Government's Excluded Party List System, or successor listing, as being suspended, debarred, or excluded from receiving federal awards or assistance.

Notwithstanding any other provision of the Contract, upon such termination the Contractor shall have no right to receive any further payments.

Section L. Governing Law and Resolution of Disputes

(a) Governing Law. This contract, including any disputes related thereto, shall be governed by the laws of the District of Columbia.

(b) Disputes between the Parties. The following procedures shall govern the resolution of any controversy, dispute or claim between or among "Parties," arising out of the interpretation, performance, breach or alleged breach of this Contract ("Dispute") that is covered by (b) above.

(1) Negotiation. The Parties shall promptly attempt to resolve any Dispute by negotiation in the normal course of business. If, after good faith efforts, the Dispute is not resolved, either Party may request in writing that the Dispute be resolved via Executive Consultation pursuant to subparagraph (2) below.

(2) Executive Consultation. For Disputes submitted to Executive Consultation, each Party shall designate a senior company official with authority and responsibility for attempting to resolve the matter. For Chemonics, such designee shall be a Senior Vice President, or a person at a higher level of authority. For Contractor, such designee shall be an Executive Director or a person at a higher level of authority. The Party initiating the claim shall provide, in addition to documents supporting the claim, a brief summary of the claim, its perception of the positions of the Parties and any perceived barriers to settlement of the case. The summary may be submitted directly to the designated Party Executive. Within 30 calendar days after delivery of the claim summary, the Parties shall meet and attempt to resolve the Dispute. If the Dispute is not resolved within 45 days from submission of the

claim summary, or such other amount of time as agreed between the Parties, the claiming Party may proceed under subparagraph (3) below.

(3) **Arbitration.** Any controversy or claim between the Parties arising out of or relating to this Contract, or the breach thereof, that has not been resolved by Executive Consultation, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, including the Optional Rules for Emergency Measures of Protection, unless otherwise provided herein. The arbitrators shall not be empowered to award damages in excess of compensatory damages and each Party expressly waives and foregoes any right to punitive, exemplary, or similar damages. Each Party will bear the cost of its own Attorney-Fees. The Arbitration shall be in Washington, D.C., unless otherwise agreed between the Parties.

(c) Notwithstanding any other term of this contract, Contractor has no right to submit claims directly to US Government.

(d) **Obligation to perform work.** Contractor shall diligently proceed with the performance of work pending final resolution of any Dispute.

#### Section M. Organizational Conflicts of Interest

To preclude or mitigate any potential conflicts of interest, Contractor agrees not to undertake any activity which may result in an organizational conflict of interest without first notifying Chemonics of such potential conflict of interest and receiving Chemonics' written approval to undertake such activities.

#### Section N. Kickbacks, Illegal Payments to Foreign Officials and Fraudulent Activity

(a) **Definitions.** *Kickback*, as used herein, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind, which is provided, directly or indirectly, to Chemonics or any of its employees, the Contractor or Contractor employees, or vendors in any way related to the performance or subsequent activities of this Contract, for the purpose of improperly obtaining or rewarding favorable treatment in connection with this Contract.

*Illegal payments to Foreign Officials*, as used herein, refers to the payment (or offer, promise or authorization of payment) of anything of value to any foreign official or employee, directly or indirectly, for the purpose of obtaining or retaining business, directing business to any person or entity, or securing any improper advantage.

*Fraudulent Activity* refers to any misrepresentation of facts made by the Contractor or Contractor employees in order to influence the selection process, the execution, or the payment of a Contract to the detriment of Chemonics. This includes the submission of false or fraudulent bills or invoices, the falsification or fraudulent presenting of deliverables, and collusive practice among Contractors (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive Chemonics of the benefits of free and open competition.

*Person*, as used in this clause, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.

*Contractor employee*, as used in this clause, means any officer, partner, employee, or agent of the Contractor.

(b) **Prohibition Against Kickbacks.**

Chemonics does not engage in or tolerate kickbacks or other forms of bribery. The Contractor and its employees, whether directly or indirectly engaged in the performance of this Contract, agree to abide by the terms of The United States Anti-Kickback Act of 1986, which prohibits any person from providing or attempting to provide any kickback; soliciting, accepting, or attempting to accept any kickback; or including, directly or indirectly, the amount of any kickback in the contract price charged by the Contractor to Chemonics.

(c) Prohibition Against Illegal Payments to Foreign Officials.

Chemonics does not engage in or tolerate illegal payments to foreign officials. Consistent with the principles and requirements of the United States Foreign Corrupt Practices Act (FCPA), and the OECD Convention on Combating Bribery of Foreign Officials in International Business Transactions, and all related and implementing legislation that may be applicable to this Contract, Contractor certifies, warrants and represents that:

- (1) It will not make, authorize, or offer any payment, or will not give, authorize the giving of, or offer anything of value, directly or indirectly, with respect hereto or otherwise,
  - (i) To any official or employee of any government, state-owned enterprise, or international organization,
  - (ii) To any person acting in an official capacity for or on behalf of any government state-owned enterprise, or international organization, or
  - (iii) To any political party or to any person known to be a candidate for any office in any government,

In order to

- (i) Influence any act or decision in any such person's official capacity;
- (ii) Induce any such person to violate a lawful duty, or;
- (iii) Induce any such person to use influence with any government or instrumentality thereof to affect or influence any act or decision of such government or instrumentality, for the purpose of obtaining or retaining business or directing business to any person, or to secure any improper advantage.

(d) Prohibition Against Fraudulent Activity

Chemonics does not engage in or tolerate fraudulent activity in any of its business practices. The Contractor certifies, warrants and represents that it will not make any misrepresentation of facts to Chemonics in order to influence the selection process, the execution or the payment of this Contract to the detriment of Chemonics. This includes the submission of false or fraudulent bills or invoices, the falsification or fraudulent presenting of deliverables, and collusive practice among Contractors.

(e) Reporting and Cooperation.

When the Contractor has reasonable grounds to believe that a violation described in the paragraph above of this provision may have occurred, the Contractor shall promptly report the possible violation in writing to Chemonics. Failure to do so shall be considered a material breach of this Contract. The Contractor further agrees to cooperate fully with any United States Government agency investigating any possible violation described in this clause.

(f) Remedies.

Notwithstanding any other provision in this Contract, non-compliance with this Section shall be

considered a material breach of this contract. Chemonics reserves the right to terminate this Contract, upon written notice, if it determines in its sole discretion that Contractor is in breach of this Section (see Section D, Changes, Stop Work and Termination).

Chemonics may offset the amount of any illegal payments against any monies owed by Chemonics under this Contract or order the monies withheld from future payments due the Contractor.

Section O. Terrorist Financing Prohibition

The Contractor is reminded that U.S. law prohibits transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. Contractor must abide by these Executive Orders and laws. In addition to any other rights provided under this Contract, it is further understood and agreed that Chemonics shall be at liberty to terminate this contract immediately at any time if the Contractor is found to have engaged in transactions which violate these laws. Upon such termination the Contractor shall have no right to any further payments following the notice of termination given by Chemonics to the Contractor.

Section P. Set-Off Clause

Chemonics reserves the right of set-off against amounts payable to Contractor under this contract or any other agreement the amount of any claim or refunds Chemonics may have against Contractor.

Section Q. Assignment and Delegation

This Contract agreement may not be assigned or delegated, in whole or in part, by the Contractor without the written consent of Chemonics. Absent such consent, any assignment is void.

Section R. Contractor Performance Standards

(a) Contractor agrees to provide the services required hereunder in accordance with the requirements set forth in this contract. Contractor undertakes to perform the services hereunder in accordance with the highest standards of professional and ethical competence and integrity in Contractor's industry and to ensure that employees assigned to perform any services under this Contract will conduct themselves in a manner consistent therewith. The services will be rendered by Contractor: (1) in an efficient, safe, courteous, and businesslike manner; (2) in accordance with any specific instructions issued from time to time by Chemonics; and (3) to the extent consistent with items (1) and (2), as economically as sound business judgment warrants. Contractor shall provide the services of qualified personnel through all stages of this contract. Contractor represents and warrants that it is in compliance with all the applicable laws of the United States and any other Jurisdiction in which the services shall be performed. Contractor shall perform the services as an independent contractor with the general guidance of Chemonics. The Contractor's employees shall not act as agents or employees of Chemonics.

(b) Chemonics reserves the right to request the replacement of Contractor personnel and may terminate the contract due to nonperformance by the Contractor.

(c) Chemonics will use a variety of mechanisms to stay abreast of the Contractor's performance under the contract, and of general progress toward attainment of the contract objectives.

Section S. Waiver, Entirety of Agreement, Severability and Miscellaneous

- (a) This Contract embody the entire agreement and understanding among the parties hereto with respect to the subject matter hereof and supersedes all prior oral or written agreements and understandings between or among the parties relating to the subject matter hereof. No statement, representation, warranty, covenant, or agreement of any kind not expressly set forth in this Contract shall affect, or be used to interpret, change, or restrict, the express terms and provisions of this Contract. Each of the parties hereto agrees to cooperate with the other parties hereto in effectuating this Contract and to execute and deliver such further documents or instruments, and to take such further actions as shall be reasonably requested in connection therewith.
- (b) All statements, representations, warranties, covenants, and agreements in this Contract, and any SOWs issued hereunder, shall be binding on the parties hereto and shall inure to the benefit of the respective successors and permitted assigns of each party hereto. Nothing in this Contract shall be construed to create any rights or obligations except among the parties hereto, and no person or entity shall be regarded as a third party beneficiary of this Contract.
- (c) In the event that any court of competent jurisdiction determines that any provision, or any portion thereof, contained in this Contract is unenforceable or invalid in any respect, then such provision shall be deemed limited to the extent that such court deems it valid or enforceable, and as so limited shall remain in full force and effect. In the event that such court deems any such provision partially or wholly unenforceable, the remaining provisions of this Contract shall nevertheless remain in full force and effect.
- (d) The headings and captions contained in this Contract are for convenience only and shall not affect the meaning or interpretation of this Contract or of any of its terms or provisions.
- (e) Unless otherwise specifically agreed to the contrary in writing: (i) the failure of any party at any time to require performance by the other of any provision of this Contract shall not affect such party's right thereafter to enforce the same; (ii) no waiver by any party of any default by any other shall be valid unless in writing and acknowledged by an authorized representative of the non-defaulting party, and no such waiver shall be taken or held to be a waiver by such party of any other preceding or subsequent default; and (iii) no extension of time granted by any party for the performance of any obligation or act by any other party shall be deemed to be an extension of time for the performance of any other obligation or act hereunder.
- (f) Each party has been represented by its own counsel in connection with the negotiation and preparation of this Contract and, consequently, each party hereby waives the application of any rule of law that would otherwise be applicable in connection with the interpretation of this Contract, including but not limited to any rule of law to the effect that any provision of this Contract shall be interpreted or construed against the party whose counsel drafted that provision.
- (g) This Contract may be executed in any number of counterparts, and by different parties hereto on separate counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Section T. Other Applicable Clauses

This contract the following clauses by reference, with the same force and effect as if they were given in full text. In some cases, the location of the full text is provided below.

- (a) Worker's Compensation Insurance

If the work involves performance of services outside of the United States, then before commencing performance under this contract the Contractor shall maintain coverage through worker's compensation insurance or security covering each employee to the extent required by the Defense Base Act (DBA) of the United States (42 U.S.C. 1651) but in any event equivalent to coverage required by law or custom in the location where the Contractor's employee is performing services.

(b) Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

The contractor is required to comply fully with the Mandatory Standard Provision entitled, "Prohibition on Certain Telecommunication and Video Surveillance Services or Equipment," which states that U.S. government assistance funds, including direct and indirect costs, cost share and program income, cannot be used to: (1) procure or obtain; (2) extend or renew a contract to procure or obtain; or (3) enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services ("CTES") as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition covers certain telecommunications equipment and services, including, but not limited to, phones, internet, video surveillance, and cloud servers, produced or provided by Huawei Technologies Company, ZTE Corporation, Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). Chemonics may provide approval for the Contractor to procure specific CTES on a case-by-case basis if no available alternate eligible source exists. If the Contractor uses any U.S. government assistance funds to procure CTES without written advance approval, Chemonics reserves the right to refuse reimbursement and/or seek reimbursement from the contractor.

(b)Mandatory Standard Provisions for U.S. Nongovernmental Organizations (The full text of terms and conditions may be accessed electronically at this address:

<https://www.usaid.gov/about-us/agency-policy/series-300/references-chapter/303maa>)

- a) Nondiscrimination (June 2012)
- b) Subawards and contracts (December 2014)
- c) USAID Eligibility Rules for Goods and Services (June 2012)
- d) Preventing Terrorist Financing – Implementation of E.O. 13224 (August 2013)
- e) Marking and Public Communications Under USAID Funded Assistance (December 2014)
- f) Travel and International Air Transportation (December 2014)
- g) Trafficking in Persons (October 2020) (a)(1)-(4)
- h) Ocean Shipment of Goods (June 2012)
- i) Limiting Construction Activities (August 2013). d) Construction is not eligible for reimbursement under this contract.
- j) Prohibition on requiring certain internal confidentiality agreements or statements (May 2017)
- k) Child Safeguarding (a) and (b) (June 2015)
- l) Mandatory Disclosures (July 2015)
- m) Nondiscrimination against beneficiaries (November 2016)

(e) Debarment, Suspension, Ineligibility, and Voluntary exclusion.

The contractor hereby certifies that neither it nor its principals is presently excluded or disqualified from participation in this transaction by any Federal department or agency.



**Annex 1      Cover Letter**

[Offeror: Insert date]

Donya Rahimi  
Deputy Project Director  
FHM Engage  
Chemonics International Inc.  
1275 New Jersey Avenue SE, Suite 200  
Washington, DC 20003-5115

Reference:      Request for Proposals FHM-HO-RFP-003

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

Dear Ms. Rahimi,

[Offeror: Insert name of your organization] is pleased to submit its proposal in regard to the above-referenced request for proposals. For this purpose, we are pleased to provide the information furnished below:

Name of Organization's Representative	_____
Name of Offeror	_____
Type of Organization	_____
Taxpayer Identification Number	_____
DUNS Number	_____
Address	_____
Address	_____
Telephone	_____
Fax	_____
E-mail	_____

As required by section I, I.7, we confirm that our proposal, including the cost proposal will remain valid for 90 calendar days after the proposal deadline.

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

[Offerors: It is incumbent on each offeror to clearly review the RFP and its requirements. It is each offeror's responsibility to identify all required annexes and include them]

- 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      Guide to Creating a Financial Proposal for a Fixed Price Contract**

The purpose of this annex is to guide offerors in creating a budget for their cost proposal. Because the contract will be funded under a United States government-funded project, it is important that all offerors' budgets conform to this standard format. It is thus recommended that offerors follow the steps described below.

**Step 1: Design the technical proposal.** Offerors should examine the market for the proposed activity and realistically assess how they can meet the needs as described in this RFP, specifically in section II. Offerors should present and describe this assessment in their technical proposals.

**Step 2: Determine the basic costs associated with each deliverable.** The cost proposal should provide the best estimate of the costs associated with each deliverable, which should include labor and all non-labor costs, e.g. other direct costs, such as fringe, allowances, travel and transport, etc.

Other direct costs, i.e. non-labor, include for example the following:

1. Local travel and transportation, and associated travel expenses, if applicable,
2. Lodging and per diem expenses associated with travel, if applicable,
3. Rent
4. Utilities
5. Communications
6. Office supplies

Under no circumstances may cost information be included in the technical proposal. No cost information or any prices, whether for deliverables or line items, may be included in the technical proposal. Cost information must only be shown in the cost proposal.

**Step 3: Create a budget for the cost proposal.** Each offeror must create a budget using a spreadsheet program compatible with MS Excel. The budget period should follow the technical proposal period. A sample budget is shown on the following page.

**Step 4: Write Cost Notes.** The spreadsheets shall be accompanied by written notes in MS Word that explain each cost line item and the assumption why a cost is being budgeted as well as how the amount is reasonable.

### Sample Budget

Offerors should revise the budget line items accordingly in response to the technical and cost requirements of this RFP.

#### Design, Production and Distribution of Communication Materials for District Courts and Supreme Court BUDGET

Offeror's Names  
 RFP TITLE  
 RFP #

No.	Description	Quantity	Unit	Frequency	Unit	Cost per unit	Total
<b>1</b>	<b>Design</b>						
	Annual Report	1	pack	4	court	Rp 100	Rp 400
	Leaflet	1	ver	4	court	Rp 100	Rp 400
							Rp -
Sub Total							Rp 800
<b>2</b>	<b>Production Cost</b>						
2.1	Annual Report	500	exp	4	court	Rp 100	Rp200,000
2.2.	Leaflet	500	exp	8	court	Rp 100	Rp400,000
Sub Total							Rp 400,000
<b>3</b>	<b>Distribution Management</b>						
	PIC	1	pack	4	court	Rp 100	Rp 400
							Rp -
Sub Total							Rp 400
<b>GRAND TOTAL</b>							<b>Rp 877,100</b>

### **Annex 3 Required Certifications for Signing**

#### **Certification of “Representation by Organization Regarding a Delinquent Tax Liability or a Felony Criminal Conviction (AAPD 14-03, August 2014)”**

(a) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, none of the funds made available by that Act may be used to enter into an assistance award with any organization that –

(1) “Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency has direct knowledge of the conviction, unless the agency has considered, in accordance with its procedures, that this further action is not necessary to protect the interests of the Government”; or

(2) “Has any unpaid Federal tax liability that has been assessed for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency has direct knowledge of the unpaid tax liability, unless the Federal agency has considered, in accordance with its procedures, that this further action is not necessary to protect the interests of the Government”.

It is USAID’s policy that no award may be made to any organization covered by (1) or (2) above, unless the M/MPBP Compliance Division has made a determination that suspension or debarment is not necessary to protect the interests of the Government.

#### **(b) Applicant Representation:**

1. The Applicant represents that it is  is not  an organization that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

2. The Applicant represents that it is  is not  an organization that has any unpaid Federal tax liability that has been assessed for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

#### **Prohibition on Providing Federal Assistance to Entities that Require Certain Internal Confidentiality Agreements – Representation (May 2017)**

(a) Definitions.

“Contract” has the meaning given in 2 CFR Part 200.

“Contractor” means an entity that receives a contract as defined in 2 CFR Part 200.

“Internal confidentiality agreement or statement” means a confidentiality agreement or any other written statement that the recipient requires any of its employees or subrecipients to sign regarding nondisclosure of recipient information, except that it does not include confidentiality agreements arising out of civil litigation or confidentiality agreements that recipient employees or subrecipients sign at the behest of a Federal agency.

“Subaward” has the meaning given in 2 CFR Part 200.

“Subrecipient” has the meaning given in 2 CFR Part 200.

(b) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions), Government agencies are not permitted to use funds appropriated (or otherwise made available) for federal assistance to a non-Federal entity that requires its employees, subrecipients, or contractors seeking to report waste, fraud, or abuse to sign internal confidentiality agreements or statements that prohibit or otherwise restrict its employees, subrecipients, or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(c) The prohibition in paragraph (b) of this provision does not contravene requirements applicable to Standard Form 312, (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(d) **Representation.** By submission of its application, the prospective recipient represents that it will not require its employees, subrecipients, or contractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting its employees, subrecipients, or contractors from lawfully reporting waste, fraud, or abuse related to the performance of a Federal award to a designated investigative or law enforcement representative of a Federal 12 department or agency authorized to receive such information (for example, the Agency Office of the Inspector General)

### 3. Adequate Financial Resources

Company Name has adequate financial resources to manage this contract, as established by our audited financial statements (OR list what else may have been submitted) submitted as part of our response to this proposal.

If the offeror is selected for an award valued at \$30,000 or above, and is not exempted based on a negative response to Section 3(a) below, any first-tier subaward to the organization may be reported and made public through FSRS.gov in accordance with The Transparency Acts of 2006 and 2008. 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](http://www.SAM.gov))?

Yes  No

#### 4. Ability to Comply

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

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

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

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

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

#### 7. Equipment and Facilities

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

#### 8. Eligibility to Receive Award

(Instructions: Offeror should state if they are qualified and eligible to receive an award under applicable laws and regulation and affirm that they are not included in any list maintained by the

US Government of entities debarred, suspended or excluded for US Government awards and funding. The Offeror should state whether they have performed work of similar nature under similar mechanisms for USAID.)

### 9. 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.)

### 10. Acceptability of Contract Terms

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

### 11. 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.)

### 12. 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: \_\_\_\_\_

## Annex 4

### UEI and SAM Registration Guidance

#### What is an UEI Number?

The Unique Entity Identifier, or the UEI, is the official name of the “new, non-proprietary identifier” that will replace the DUNS number. The UEI will be requested in, and assigned by, the System for Award Management (SAM.gov). Businesses and organizations who receive funding from the US government will have to use a Unique Entity Identifier (UEI) created in SAM.gov. The UEI number helps the USG to identify companies.

### **Why am I being requested to obtain a UEI 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 UEI numbers to uniquely identify businesses and organizations, Chemonics is required to enter subaward data with a corresponding UEI number.

### **Is there a charge for obtaining a UEI number?**

No. Obtaining a UEI 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 UEI number?**

UEI numbers can be obtained online at SAM.gov.

### **What information will I need to obtain a UEI number?**

To request a UEI 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 UEI number?**

The UEI number is issued immediately upon completion of the request process.

### **Are there exemptions to the UEI 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 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 UEI 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 UEI 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 UEI 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 UEI number it provided belongs) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986.

### **What benefits do I receive from registering in SAM?**

By registering in SAM, you gain the ability to bid on federal government contracts. Your registration does not guarantee your winning a government contract or increasing your level of business. Registration is simply a prerequisite before bidding on a contract. SAM also provides a central storage location for the registrant to supply its information, rather than with each federal agency or prime contractor separately. When information about your business changes, you only need to document the change in one place for every federal government agency to have the most up-to-date information.

### **How do I register in SAM?**

Follow the step-by-step guidance for registering in SAM for assistance awards (under grants/cooperative agreements) at: [https://www.fsd.gov/sys\\_attachment.do?sys\\_id=d4d157741ba3c5103565ed3ce54bcb0](https://www.fsd.gov/sys_attachment.do?sys_id=d4d157741ba3c5103565ed3ce54bcb0)

Follow the step-by-step guidance for contracts registrations at:  
[https://www.fsd.gov/sys\\_attachment.do?sys\\_id=b4c153341ba3c5103565ed3ce54bcbb8](https://www.fsd.gov/sys_attachment.do?sys_id=b4c153341ba3c5103565ed3ce54bcbb8)

*You must have a UEI 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, UEI 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.)

ished 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]

- V. Copy of registration or incorporation in the public registry, or equivalent document from the government office where the offeror is registered.
- VI. Copy of company tax registration, or equivalent document.
- VII. Copy of trade license, or equivalent document.
- VIII. Evidence of Responsibility Statement.

Sincerely yours,

\_\_\_\_\_

Signature

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

[Offeror: Insert name of your organization]