

Request for Proposals # FHM-HO-RFP-002
FHM Engage Website Support

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 the development of a program website for FHM Engage. 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 by 5:00 p.m. (EST) on **January 24, 2025**.

Chemonics realizes that Offerors may have additional questions after reading this RFP. Interested Offerors can submit their questions to 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,

Sincerely,

Donya Rahimi
Deputy Project Director
FHM Engage

Request for Proposals

RFP # FHM-HO-RFP-002

For the provision of

FHM Engage Website Support

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 FHM-Engage-Procurement@chemonics.com any questions or concerns regarding the above information or to report any potential violations. Potential violations may also be reported directly to Chemonics at to BusinessConduct@chemonics.com or by phone/Skype at 888.955.6881.

RFP Table of Contents

List of Acronyms

Section I Instructions to Offerors

- I.1 Introduction
- I.2 Offer Deadline
- I.3 Submission of Offers
- I.4 Requirements
- I.5 Source of Funding and Geographic Code
- I.6 Chronological List of Proposal Events
- I.7 Validity Period
- I.8 Evaluation and Basis for Award
- I.9 Negotiations
- I.10 Terms of Contract
- I.11 Privity

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

- II.1. Background
- II.2. Scope of Work
- II.3. Deliverables
- II.4. Deliverables Schedule

Section III Firm Fixed Price Contract (Terms and Clauses)

- Annex 1 Sample Proposal Cover Letter
- Annex 2 Guide to Creating Financial Proposal and Sample Budget
- Annex 3 Required Certifications
- Annex 4 UEI and SAM Registration Guidance

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:

Donya Rahimi
FHM Engage Deputy Project Director

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 3.¹

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:

¹ If Offeror does not have a DUNS number and is unable to obtain one before proposal submission deadline, Offeror shall include a statement in their Evidence of Responsibility Statement noting their intention to register for a DUNS number should it be selected as the successful offeror or explaining why registration for a DUNS number is not possible. Contact Dun & Bradstreet through this webform to obtain a number: <https://fedgov.dnb.com/webform> Further guidance on obtaining a DUNS number is available from Chemonics upon request.

- **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, by including three live websites (with URLs) designed and implemented by the Offeror as well as contact information for the companies for which such work was completed. The three websites 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 U.S. Dollars. 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 technical 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. 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, 2024
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. 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:

Evaluation Criteria	Evaluation Sub-criteria	Maximum Points
Technical Approach, Methodology, and Detailed Work Plan		
	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,	20 points

	efficiently, and envisioning multi-stakeholder collaboration and input?	
	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
Total Points – Technical Approach		60 points
Management, Key Personnel, and Staffing Plan		
	Personnel Qualifications – Do the proposed team members have necessary experience and capabilities to carry out the Scope of Work?	20 points
Total Points – Management		20 points
Corporate Capabilities, Experience, and Past Performance		
	Do the three live websites (with URLs) designed and implemented by the Offeror and corporate capabilities demonstrate the Offeror’s ability to complete website design, functionality, and meet customer satisfaction?	20 points
Total Points – Corporate Capabilities		20 points
Total Points		100 points

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

FHM Engage is a five-year 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), and other health outcomes by strengthening the functioning of local health markets and facilitating strategic engagement with a wide range of private sector actors.

The purpose of this contract is to enhance the HEALTHMARKETlinks website that launched September 2023. It is a USAID-led project agnostic site, so while it was created and is managed by FHM Engage, it features resources and tools from other USAID health market development-related projects.

HEALTHMARKETlinks is built on the open-source content management system, Drupal.

According to the original scope of work developed for the web developer of HEALTHMARKETlinks, the first configuration of the website was created to contribute to FHM Engage’s communications goals, including serving as a repository of documents, tools, and other resources generated by past projects and implementing partners, as well as newly generated materials that boost the sharing of research and lessons learned to improve the ability of health markets to meet supply side capacity gaps and consumer preferences. Led by Chemonics, FHM Engage works with two core consortium partners and sixteen network implementation partners to reach stakeholders around the world and generate ideas and resources to further achievements against project objectives. HEALTHMARKETlinks was built to be a virtual hub to disseminate information across broad audiences, support program objectives, and share project highlights and successes.

The original Scope of Work had three primary objectives:

- i. Serve as the public-facing site for the FHM Engage project, including information on project activities, key staff, reports, and contact information
- ii. Serve as a communication tool for FHM Engage, including project news and highlights, success stories, and the ability to host/repost multimedia content featured on social media sites
- iii. Serve as a searchable repository for a large number of documents. The project’s predecessor, Sustaining Health Outcomes through the Private Sector (SHOPS) Plus, hosted a Resource Center containing 2000+ documents related to private engagement to improve health outcomes.

Through the development of HEALTHMARKETlinks, FHM Engage accomplished the above objectives. The project is now ready to further improve HEALTHMARKETlinks so that it is more appealing, user-friendly, navigable, secure, and reliable so that it may become well-established and recognized as a primary hub to which other like-minded USAID projects may contribute. We want to attract and engage the global community and have the site recognized as a “one stop shop” for those working in local health markets and advancing the private sector, to share and look for information.

II.2. Scope of Work

The scope of work for this website development activity includes all planning, consultations, execution, implementation, training, ongoing maintenance and security, and technical support.

The updated website will perform three additional functions:

- 1) Offer improved, secure, backend administrative/management capabilities
- 2) Serve as a user-friendly, navigable, searchable, central repository of health market development information
- 3) Serve as a secure and reliable hub for similar USAID-projects to share, submit, search for resources and/or tools

The selected offerer will be expected to begin with an overall audit of the site to identify areas for improvement and then work with multiple stakeholders to refine the detailed website requirements, incorporate feedback on the updated design and functionality of the website, and improve the admin user guide so that transfer of the site will be easy and seamless. Stakeholders include the FHM Engage Senior Communications Specialist (primary point of contact) and other members of the technical team, as well as subrecipient/partner staff.

Offerors should include a description of their approach to communication and collaboration in this context, including proposed level of engagement (such as frequency of meetings/calls, proposed LOE), style or methodology (ex. human centered design), or other related information. Chemonics will

coordinate communication between partner representatives and the selected vendor. The selected vendor will not be expected to meet independently with stakeholders. The selected vendor will be responsible for the design updates to the website. Each stage of the project will require approval from Chemonics before moving on to the next stage. The selected vendor must ensure it has adequate resources for designing, building, testing, and implementing the website updates and is staffed for the training of Chemonics and FHM Engage personnel as well so that they are able to perform simple tasks such as upload new content, manage documents, create future pages with custom layout options, and keep contact information fresh. Specific requirements and milestones are included in the following sections.

Technical Qualifications

Selected offeror must possess the following technical qualifications: Selected Offeror must possess the following technical qualifications:

- Experience with Drupal, Content Management System, (CMS) is required
- Experience installing security updates and upgrading to the latest secure platforms
- Knowledge of programming language and technical terminology
- Experience developing Libraries and Frameworks (e.g. Bootstrap and jQuery)
- Proficient in JavaScript, HTML, CSS
- Proficient in My SQL or a similar database system

The primary scope of work for this subcontract shall be to update the design and functionality of the HEALTHMARKETlinks website. The selected firm shall create improvements to the website that meet the following minimal requirements:

Functional Requirements

- Resources/publications archive searchable by categories
- Layout, functionality, searchability enhanced through federated search and AI chatbot for Tools page for better integration of future project and partner tools
- Layout, functionality, searchability enhanced for Healthy Markets Community of Practice page
- Layout, functionality, searchability enhanced for Highlights page
- Layout, functionality, searchability enhanced for Home and Projects page
- Improved display and pop-ups for user-friendliness of interactive maps on homepage and FHM Engage project page
- Secure portal integrated for USAID projects to share/submit documents/tools
- Integration of online translation tool, such as Google Translate or similar
- USAID compliance requirements met throughout, including 508 accessibility compliance requirements

Content Management System Requirements

- Backend administration streamlined for efficiency
- Ability to edit text and upload/change multimedia files improved
- Ability to preview pages before content goes live
- Approval process before content is uploaded live to the site
- Ability to create new pages based upon established templates
- Ability to edit or add to menus
- Ability to enter keywords and other categories (metadata) to content for optimal search functionality

Basic Technical Requirements

- The website's loading speed should be 1-2 seconds on high bandwidth networks

- Website design should be responsive for easy display on mobile devices
- Website design should incorporate search engine optimization
- Website must integrate with Google Analytics

Hosting Requirements

- The Offeror will ensure the maintenance and security of the hosting infrastructure, web server, database server or any other system/application needed for the website.
- Web servers should be secured by hardening operating system and application configurations based on industry standard security baselines.
- The hosting infrastructure is continuously scanned for vulnerabilities. Critical and High vulnerabilities are remediated within 15 days and 30 days respectively.
- The offeror is responsible for maintaining the domain registration along with the security certificate.

Security Requirements

- The Offeror will ensure the application is scanned (both static and dynamic application security testing) for vulnerabilities and remediate identified vulnerabilities before deploying the updated application.
- Application is backed up frequently in a safe and physically separate environment. The backup should be retrievable within a pre-determined amount of time for restoring application if needed.

Additional Requirements

- Conduct a thorough assessment or audit of the existing HEALTHMARKETlinks site's back-end and front-end functionality, resourcing from former web developer the complete project documentation (including site architecture, style sheets, source code, and assets) and system technical documentation (including architecture, database, and integration diagrams) to interpret and further develop the website as needed
- Co-create specific functionality requirements with multiple stakeholders
- Beta test with selected user groups for functionality and usability, identify problem areas, revise website and retest to ensure problems were corrected. Testing shall include comprehensive system, integration, performance and user acceptance testing
- Update and improve administrative guidance document and train Chemonics' designated personnel on website updating and maintaining new features of the site

The selected firm may also be required to:

- Recommend an open-source CMS that allows for multilingual support and search engine optimization
- Re-design and implement a graphic theme for the website based upon existing program materials and USAID's graphic standards
- Improve the site outline and navigation in consultation with the FHM Engage communications point of contact

II.3. Deliverables

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

- Functional Requirements met in accordance with mutually agreed upon enhancements and timeline
- Content management and system requirements met per SOW

- Basic Technical Requirements met per SOW
- 12 months of hosting on secure web server based on industry standards (with potential to extend upon successful performance)
- hosting on secure webs server based on industry standards based on contractual period of performance.
- Ad hoc support to enhance design, functionality, and backend efficiency

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:

Contents

Section A Background, Scope of Work, Deliverables, and Deliverables Schedule
Section B Reporting and Technical Direction
Section C Period of Performance
Section D Changes, Stop Work and Termination
Section E Fixed price, Invoicing and Payment
Section F Force Majeure
Section G Intellectual Property Rights
Section H Proprietary and Confidential Information
Section I Indemnity and Contractor Waiver of Benefits
Section J Compliance with Applicable Laws and Standards
Section K Protecting Chemonics’ Interests when Contractor is named on Suspected Terrorists or Blocked Individuals Lists
Section L Governing Law and Resolution of Disputes
Section M Organizational Conflicts of Interest
Section N Kickbacks, Illegal Payments to Foreign Officials, and Fraudulent Activity
Section O Terrorist Financing Prohibition
Section P Set-Off Clause
Section Q Assignment and Delegation
Section R Contractor Performance Standards
Section S Waiver, Entirety of Agreement, Severability and Miscellaneous
Section T Other Applicable Clauses

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

FHM Engage is a five-year 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), and other health outcomes by strengthening the functioning of local health markets and facilitating strategic engagement with a wide range of private sector actors.

The purpose of this contract is to enhance the HEALTHMARKETlinks website that launched September 2023. It is a USAID-led project agnostic site, so while it was created and is managed by FHM Engage, it features resources and tools from other USAID health market development-related projects. HEALTHMARKETlinks is built on the open-source content management system, Drupal.

According to the original scope of work developed for the web developer of HEALTHMARKETlinks the first configuration of the website was created to contribute to FHM Engage's communications goals, including serving as a repository of documents, tools, and other resources generated by past projects and implementing partners, as well as newly generated materials that boost the sharing of research and lessons learned to improve the ability of health markets to meet supply side capacity gaps and consumer preferences. Led by Chemonics, FHM Engage works with two core consortium partners and sixteen network implementation partners to reach stakeholders around the world and generate ideas and resources to further achievements against project objectives. HEALTHMARKETlinks was built to be a virtual hub to disseminate information across broad audiences, support program objectives, and share project highlights and successes.

The original Scope of Work had three primary objectives:

- i. Serve as the public-facing site for the FHM Engage project, including information on project activities, key staff, reports, and contact information
- ii. Serve as a communication tool for FHM Engage, including project news and highlights, success stories, and the ability to host/repost multimedia content featured on social media sites
- iii. Serve as a searchable repository for a large number of documents. The project's predecessor, Sustaining Health Outcomes through the Private Sector (SHOPS) Plus, hosted a Resource Center containing 2000+ documents related to private engagement to improve health outcomes.

Through the development of HEALTHMARKETlinks, FHM Engage accomplished the above objectives. The project is now ready to further improve HEALTHMARKETlinks so that it is more appealing, user-friendly, navigable, secure, and reliable so that it may become well-established and recognized as a primary hub to which other like-minded USAID projects may contribute. We want to attract and engage the global community and have the site recognized as a "one stop shop" for those working in local health markets and advancing the private sector, to share and look for information.

A.2. Scope of Work

The scope of work for this website development activity includes all planning, consultations, execution, implementation, training, ongoing maintenance and security, and technical support. The updated website will perform three additional functions:

- 1) Offer improved, secure, backend administrative/management capabilities

- 2) Serve as a user-friendly, navigable, searchable, central repository of health market development information
- 3) Serve as a secure and reliable hub for similar USAID-projects to share, submit, search for resources and/or tool

The selected offerer will be expected to begin with an overall audit of the site to identify areas for improvement and then work with multiple stakeholders to refine the detailed website requirements, incorporate feedback on the updated design and functionality of the website, and improve the admin user guide so that transfer of the site will be easy and seamless. Stakeholders include the FHM Engage Senior Communications Specialist (primary point of contact) and other members of the technical team, as well as subrecipient/partner staff.

Offerors should include a description of their approach to communication and collaboration in this context, including proposed level of engagement (such as frequency of meetings/calls, proposed LOE), style or methodology (ex. human centered design), or other related information. Chemonics will coordinate communication between partner representatives and the selected vendor. The selected vendor will not be expected to meet independently with stakeholders. The selected vendor will be responsible for the design updates to the website. Each stage of the project will require approval from Chemonics before moving on to the next stage. The selected vendor must ensure it has adequate resources for designing, building, testing, and implementing the website updates and is staffed for the training of Chemonics and FHM Engage personnel as well so that they are able to perform simple tasks such as upload new content, manage documents, create future pages with custom layout options, and keep contact information fresh. Specific requirements and milestones are included in the following sections.

A.3. Deliverables

The Contractor shall deliver to Chemonics the following deliverables, in accordance with the schedule set forth in Section A.4, below.

Deliverable No. 1: [Insert Deliverable Name]

Deliverable No. 2: [Insert Deliverable Name]

Section B. Reporting and Technical Direction

The Contractor shall render the services and produce the deliverables stipulated in Section A, above, under the general technical direction of (specify name and title -- usually COP or other project technical leader), or his/her designee. The deliverables set forth in Section A above shall be delivered to (specify name and title -- usually COP or Program Manager) in accordance with the schedule stipulated therein.

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.)

Installment Number and Amount	Corresponding Deliverable Number(s) and Name(s)*
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-002

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 [this is the sample only and needs to be edited to meet project needs]

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
1	Design						
	Annual Report	1	pack	4	court	Rp 100	Rp 400
	Leaflet	1	ver	4	court	Rp 100	Rp 400
							Rp -
Sub Total							Rp 800
2	Production Cost						
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
3	Distribution Management						
	PIC	1	pack	4	court	Rp 100	Rp 400
							Rp -
Sub Total							Rp 400
GRAND TOTAL							Rp 877,100

[Instructions: Remember to insert any specific cost guidance or requirements. Reference any applicable sections in the RFP that include cost instructions. For example, "customs duties or VAT may not be included in the cost proposal"]

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)

Evidence of Responsibility

1. Offeror Business Information

Company Name: Full Legal Name

Address: Address

DUNS/UEI Number: Enter the Data Universal Numbering System reference (DUNS) assigned to the company (Instructions to Offerors: Offerors will provide their registered DUNS number for subawards valued at USD\$30,000 and above with Chemonics unless exempted. Exemption may be granted by Chemonics or based on a negative response to Section 3(a) below (ie, the offeror, in the previous tax year, had gross income from all sources under USD\$300,000). Dun & Bradstreet regulates the system and registration may be obtained online at <http://fedgov.dnb.com/webform>. If Offeror does not have a DUNS number and is unable to obtain one before proposal submission deadline, Offeror shall include a statement in their Evidence of Responsibility Statement noting their intention to register for a DUNS number should it be selected as the successful offeror or explaining why registration for a DUNS number is not applicable or not possible. Additional guidance on obtaining a DUNS number is available upon request.)

2. Authorized Negotiators

Company Name proposal for Proposal Name may be discussed with any of the following individuals. These individuals are authorized to represent Company Name in negotiation of this offer in response to FHM-HO-RFP-02.

List Names of Authorized signatories

These individuals can be reached at Company Name office:

Address
Telephone/Fax
Email address

3. Adequate Financial Resources

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

If the offeror is selected for an award valued at \$30,000 or above, and is not exempted based on a negative response to Section 3(a) below, any first-tier subaward to the organization may be reported and made public through FSRS.gov in accordance with The Transparency Acts of 2006 and 2008. If the offeror positively certifies below in Sections 3.a and 3.b and negatively certifies in Sections 3.c and 3.d, the offeror will be required to disclose to Chemonics for reporting in accordance with the regulations, the names and total compensation of the organization's five most highly compensated executives. By submitting this proposal, the offeror agrees to comply with this requirement as applicable if selected for a subaward.

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

- a) In the previous tax year, was your company's gross income from all sources above \$300,000?
- Yes No
- b) In your business or organization's preceding completed fiscal year, did your business or organization (the legal entity to which the DUNS number belongs) receive (1) 80 percent or more of its annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements; **and** (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?:
- Yes No
- c) Does the public have access to information about the compensation of the executives in your business or organization (the legal entity to which the DUNS number it provided belongs) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986? (FFATA § 2(b)(1)):
- Yes No
- d) Does your business or organization maintain an active registration in the System for Award Management (www.SAM.gov)?

Yes No

4. Ability to Comply

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

5. Record of Performance, Integrity, and Business Ethics

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

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

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

7. Equipment and Facilities

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

8. Eligibility to Receive Award

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

9. Commodity Procurement

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

10. Cognizant Auditor

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

11. Acceptability of Contract Terms

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

12. Recovery of Vacation, Holiday and Sick Pay

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

13. Organization of Firm

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

Signature: _____

Name: _____

One of the authorized negotiators listed in Section 2 above should sign

Title: _____

Date: _____

Annex 4

DUNS and SAM Registration Guidance

What is DUNS?

The Data Universal Numbering System (DUNS) is a system developed and regulated by Dun & Bradstreet (D&B) - a company that provides information on corporations for use in credit decisions - that assigns a unique numeric identifier, referred to as a DUNS number, to a single business entity. The DUNS database contains over 100 million entries for businesses throughout the world, and is used by the United States Government, the United Nations, and the European Commission to identify companies. The DUNS number is widely used by both commercial and federal entities and was adopted as the standard business identifier for federal electronic commerce in October 1994. The DUNS number was also incorporated into the Federal Acquisition Regulation (FAR) in April 1998 as the Federal Government's contractor identification code for all procurement-related activities.

Why am I being requested to obtain a DUNS number?

U.S. law – in particular the Federal Funding Accountability and Transparency Act of 2006 (Pub.L. 109-282), as amended by section 6202 of the Government Funding Transparency Act of 2008 (Pub.L. 110-252) - make it a requirement for all entities doing business with the U.S. Government to be registered, currently through the System for Award Management, a single, free, publicly- searchable website that includes information on each federal award. As part of this reporting requirement, prime contractors such as Chemonics must report information on qualifying subawards as outlined in FAR 52.204-10 and 2CFR Part 170. Chemonics is required to report subcontracts with an award valued at greater than or equal to \$30,000 under a prime contract and subawards under prime grants or prime cooperative agreements obligating funds of \$25,000 or more, whether U.S. or locally-based. Because the U.S. Government uses DUNS numbers to uniquely identify businesses and organizations, Chemonics is required to enter subaward data with a corresponding DUNS number.

Is there a charge for obtaining a DUNS number?

No. Obtaining a DUNS number is absolutely free for all entities doing business with the Federal government. This includes current and prospective contractors, grantees, and loan recipients.

How do I obtain a DUNS number?

DUNS numbers can be obtained online at <http://fedgov.dnb.com/webform/pages/CCRSearch.jsp> or by phone at 1-800-234-3867 (for US, Puerto Rico and Virgin Island requests only).

What information will I need to obtain a DUNS number?

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

- Legal name and structure
- Tradestyle, Doing Business As (DBA), or other name by which your organization is commonly recognized
- Physical address, city, state and Zip Code
- Mailing address (if separate)
- Telephone number
- Contact name
- Number of employees at your location

- Description of operations and associated code (SIC code found at <https://www.osha.gov/pls/imis/sicsearch.html>)
- Annual sales and revenue information
- Headquarters name and address (if there is a reporting relationship to a parent corporate entity)

How long does it take to obtain a DUNS number?

Under normal circumstances the DUNS is issued within 1-2 business days when using the D&B web form process. If requested by phone, a DUNS can usually be provided immediately.

Are there exemptions to the DUNS number requirement?

There may be exemptions under specific prime contracts, based on an organization's previous fiscal year income when selected for a subcontract award, or Chemonics may agree that registration using the D&B web form process is impractical in certain situations. Organizations may discuss these options with the Chemonics representative.

What is CCR/SAM?

Central Contractor Registration (CCR)—which collected, validated, stored and disseminated data in support of agency acquisition and award missions—was consolidated with other federal systems into the System for Award Management (SAM). SAM is an official, free, U.S. government-operated website. There is NO charge to register or maintain your entity registration record in SAM.

When should I register in SAM?

While registration in SAM is not required for organizations receiving a grant under contract, subcontract or cooperative agreement from Chemonics, Chemonics requests that partners register in SAM if the organization meets the following criteria requiring executive compensation reporting in accordance with the FFATA regulations referenced above. SAM.gov registration allows an organization to directly report information and manage their organizational data instead of providing it to Chemonics. Reporting on executive compensation for the five highest paid executives is required for a qualifying subaward if in your business or organization's preceding completed fiscal year, your business or organization (the legal entity to which the DUNS number belongs):

- (1) received 80 percent or more of its annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements; **and**
- (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements; **and**,
- (3) The public **does not** have access to information about the compensation of the executives in your business or organization (the legal entity to which the DUNS number it provided belongs) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the US Internal Revenue Code of 1986.

If your organization meets the criteria to report executive compensation, the following sections of this document outline the benefits of and process for registration in SAM.gov. Registration may be initiated at <https://www.sam.gov>. There is NO fee to register for this site.

Why should I register in SAM?

Chemonics recommends that partners register in SAM to facilitate their management of organizational data and certifications related to any U.S. federal funding, including required executive compensation reporting. Executive compensation reporting for the five highest paid executives is required in connection with the reporting of a qualifying subaward if:

- a. In your business or organization's preceding completed fiscal year, your business or organization (the legal entity to which the DUNS number belongs) received (1) 80 percent or more of its annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements; and,
- b. The public have does not have access to information about the compensation of the executives in your business or organization (the legal entity to which the DUNS number it provided belongs) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986.

What benefits do I receive from registering in SAM?

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

How do I register in SAM?

Follow the step-by-step guidance for registering in SAM for assistance awards (under grants/cooperative agreements) at: https://www.sam.gov/SAM/transcript/Quick_Guide_for_Grants_Registrations.pdf

Follow the step-by-step guidance for contracts registrations at:
https://www.sam.gov/SAM/transcript/Quick_Guide_for_Contract_Registrations.pdf

You must have a Data Universal Numbering System (DUNS) number in order to begin either registration process.

If you already have the necessary information on hand (see below), the online registration takes approximately one hour to complete, depending upon the size and complexity of your business or organization.

What data is needed to register in SAM?

SAM registrants are required to submit detailed information on their company in various categories. Additional, non-mandatory information is also requested. Categories of required and requested information include:

* General Information - Includes, but is not limited to, DUNS number, CAGE Code, company name, Federal Tax Identification Number (TIN), location, receipts, employee numbers, and web site address.

* Corporate Information - Includes, but is not limited to, organization or business type and SBA-defined socioeconomic characteristics.

* Goods and Services Information - Includes, but is not limited to, NAICS code, SIC code, Product Service (PSC) code, and Federal Supply Classification (FSC) code.

* Financial Information - Includes, but is not limited to, financial institution, American Banking Association (ABA) routing number, account number, remittance address, lock box number, automated clearing house (ACH) information, and credit card information.

* Point of Contact (POC) Information - Includes, but is not limited to, the primary and 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.)