

|  |   |   |  |  |                |                                       |
|--|---|---|--|--|----------------|---------------------------------------|
| <b>SOLICITATION, OFFER AND AWARD</b>   |   | 1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) |  | RATING<br>N/A                              | PAGE OF<br>1   | PAGES                                 |
| 2. CONTRACT NUMBER   | 3. SOLICITATION NUMBER<br>Draft RFP # 623-KE-08-003 |   | 4. TYPE OF SOLICITATION<br><input type="checkbox"/> SEALED BID (IFB)<br><input checked="" type="checkbox"/> NEGOTIATED (RFP) |  | 5. DATE ISSUED | 6. REQUISITION/PURCHASE NUMBER<br>N/A |
| 7. ISSUED BY<br>Regional Acquisition & Assistance Office<br>USAID/East Africa<br>Unit 64102<br>APO AE 09831 - 4102 |   |   | CODE   | 8. ADDRESS OFFER TO (If other than Item 7) |                |                                       |

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

### SOLICITATION

9. Sealed offers in original and \_\_\_\_\_ copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in \_\_\_\_\_ until \_\_\_\_\_ (Hour) \_\_\_\_\_ (Date) local time \_\_\_\_\_.

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All Offers are subject to all terms and conditions contained in this solicitation.

|                                  |         |                                 |        |                   |
|----------------------------------|---------|---------------------------------|--------|-------------------|
| <b>10. FOR INFORMATION CALL:</b> | A. NAME | B. TELEPHONE (NO COLLECT CALLS) |        | C. E-MAIL ADDRESS |
|                                  |         | AREA CODE                       | NUMBER |                   |

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### OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within \_\_\_\_\_ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

|   |                      |                      |                      |                   |
|---|----------------------|----------------------|----------------------|-------------------|
| 13. DISCOUNT FOR PROMPT PAYMENT<br>(See Section I, Clause No. 52-232-8)   | 10 CALENDAR DAYS (%) | 20 CALENDAR DAYS (%) | 30 CALENDAR DAYS (%) | CALENDAR DAYS (%) |
| 14. ACKNOWLEDGEMENT OF AMENDMENTS<br>(The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated: | AMENDMENT NO.        | DATE                 | AMENDMENT NO.        | DATE              |
|   |                      |                      |                      |                   |
|   |                      |                      |                      |                   |

|                                  |      |          |  |  |
|----------------------------------|------|----------|--|--|
| 15A. NAME AND ADDRESS OF OFFEROR | CODE | FACILITY | 16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER<br>(Type or print) |  |
|----------------------------------|------|----------|--|--|

|  |  |               |                |
|--|--|---------------|----------------|
| 15B. TELEPHONE NUMBER<br>AREA CODE   NUMBER   EXT. | <input type="checkbox"/> 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE | 17. SIGNATURE | 18. OFFER DATE |
|  |  |               |                |

### AWARD (To be completed by Government)

|   |            |  |      |
|---|------------|--|------|
| 19. ACCEPTED AS TO ITEMS NUMBERED   | 20. AMOUNT | 21. ACCOUNTING AND APPROPRIATION   |      |
| 22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:<br><input type="checkbox"/> 10 U.S.C. 2304(a) ( _ ) <input type="checkbox"/> 41 U.S.C. 253(c) ( _ ) |            | 23. SUBMIT INVOICES TO ADDRESS SHOWN IN<br>(4 copies unless otherwise specified) | ITEM |
| 24. ADMINISTERED BY (If other than Item 7)  | CODE       | 25. PAYMENT WILL BE MADE BY  | CODE |

|   |  |                |
|---|--|----------------|
| 26. NAME OF CONTRACTING OFFICER (Type or print) | 27. UNITED STATES OF AMERICA<br><br>(Signature of Contracting Officer) | 28. AWARD DATE |
|---|--|----------------|

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

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**PART I - THE SCHEDULE**

**SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS**

**B.1 PURPOSE**

The purpose of this contract is to establish and operate a safe, secure, reliable, and sustainable supply-chain management system to forecast, procure, store, and distribute the drugs, supplies, and equipment needed to provide care and treatment of persons with HIV/AIDS in Kenya. At the moment, USAID foresees that the contract requirements **will not** entail actually procuring laboratory materials and equipment such as rapid tests kits, reagents or machines.

A lesser but equally important component of the Pharma Project will be to build the capacity of Kenyan institutions and personnel in supply chain management in order to ensure the effectiveness, quality and sustainability of HIV/AIDS interventions.

**B.2 CONTRACT TYPE**

This is a cost-plus award fee (CPAF) completion contract type. The general structure and management of the award fee arrangements are described in section E.3. For the consideration set forth below, the Contractor shall provide the deliverables in Section F and section C in accordance with the performance standards specified in Section E.

**B.3 ESTIMATED COST, BASE FEE, AWARD FEE, AND OBLIGATED AMOUNT**

(a) The estimated cost for the performance of the work required hereunder, exclusive of fee(s), if any, is \$\_\_\_\_\_. The base fee, if any, is \$\_\_\_\_\_ and the possible award fee, if any id \$\_\_\_\_\_. The estimated cost plus all possible fees, if any, is \$\_\_\_\_\_.

(b) Within the estimated cost plus all possible fees (if any) specified in paragraph (a) above, the amount currently obligated and available for reimbursement of allowable costs incurred by the Contractor (and payment of fee, if any) for performance hereunder is \$\_\_\_\_\_. The Contractor shall not exceed the aforesaid obligated amount.

(c) Funds obligated hereunder are anticipated to be sufficient through \_\_\_\_\_.

**B.4 CONTRACT LINE ITEMS**

**CONTRACT LINE ITEM NUMBERS (CLINs)**

**BASE PERIOD (YEAR 1, 2, & 3),**

|  |                                |                 |
|--|--------------------------------|-----------------|
| <b>CLIN 0001</b>                                       | <b>Project Management Only</b> |                 |
| 0001a  | Estimated Cost                 | \$ _____        |
| 0001b  | Base Fee, if any               | \$ _____        |
| 0001c  | Award Fee, if any              | \$ _____        |
| <b>Subtotal CLIN 0002 Base Fee (0001a+0001b+0001c)</b> |                                | <b>\$ _____</b> |

**OPTION PERIOD ONE (YEAR 4)**

|  |                                |                 |
|--|--------------------------------|-----------------|
| <b>CLIN 0002</b>                                       | <b>Project Management Only</b> |                 |
| 0002a  | Estimated Cost                 | \$ _____        |
| 0002b  | Base Fee (on CLIN 0004)        | \$ _____        |
| 0002c  | Award Fee (on CLIN 0004)       | \$ _____        |
| <b>Subtotal CLIN 0002 Base Fee (0002a+0002b+0002c)</b> |                                | <b>\$ _____</b> |

**OPTION PERIOD TWO (YEAR 5)**

|  |                                |                 |
|--|--------------------------------|-----------------|
| <b>CLIN 0003</b>                                       | <b>Project Management Only</b> |                 |
| 0003a  | Estimated Cost                 | \$ _____        |
| 0003b  | Base Fee (on CLIN 0004)        | \$ _____        |
| 0003c  | Award Fee (on CLIN 0004)       | \$ _____        |
| <b>Subtotal CLIN 0003 Base Fee (0003a+0003b+0003c)</b> |                                | <b>\$ _____</b> |

|  |  |                                |
|--|--|--------------------------------|
| <b>CLIN 0004</b>                                 | <b>Purchase of Pharmaceuticals (ARVs &amp; OI Drugs)</b> |                                |
| 0004a  | Estimated Subcontract Cost                               | \$ _____                       |
| 0004b  | Prime Contractor’s Subcontract Handling Fee, if any      | \$ _____                       |
| <b>Subtotal CLIN 0004 Base Fee (0004a+0004b)</b> |  | <b><u>\$500,000,000.00</u></b> |

**CEILING PRICE (CLIN 0001+CLIN0002+CLIN0003+CLIN0004) \$ \_\_\_\_\_**

**NOTES:**

Contract Line item Number “CLIN 0001, 0002 and 0003” are the prime Contractor’s estimated direct and indirect cost for performing the project management and oversight role in the requirement (Section C), plus fees. That is, cost for other than actual cost to purchase (from a subcontractor inside and outside of Kenya) and delivery of ARVs and OI drugs in Kenya under CLIN 0004. Payment for CLIN 0001, 0002 and 0003 shall be handled on an actual cost reimbursement, plus fees payment basis.

“CLIN 0004” is the amount to be budgeted for subcontracts for the purchase and delivery of ARVs and OI drugs. Subcontracts must be placed on a competitive basis and fixed price with companies not owned by or controlled by the prime unless stated otherwise by the Contracting Officer. Payment for CLIN 0004 shall be handled on an actual cost reimbursement of subcontract basis (CLIN 0004a) plus a prorata of the prime contractor’s fee under CLIN 0004b. The maximum amount of CLIN 0004 is \$500,000,000.00. USAID may make third party payment directly to the subcontractors under CLIN 0004a, if requested by the prime contractor in advance.

The “Ceiling Price” is the total of adding all the CLINs together and represents the maximum total value of the contract.

**B.5 INDIRECT COSTS (DEC 1997)**

Pending establishment of revised provisional or final indirect cost rates, allowable indirect costs shall be reimbursed on the basis of the following negotiated provisional or predetermined rates and the appropriate bases:

| Description | Rate | Base | Type |    |        |
|-------------|------|------|------|----|--------|
|             |      |      | 1/   | 2/ | Period |
|             |      |      | 1/   | 1/ | 1/     |
|             |      |      | 2/   | 2/ | 2/     |

3/ 3/ 3/

1/Base of Application:  
Type of Rate:  
Period:

2/Base of Application:  
Type of Rate: Provisional  
Period:

3/Base of Application:  
Type of Rate: Provisional  
Period:

**B.6 COST REIMBURSABLE**

The U.S. dollar costs allowable shall be limited to reasonable, allocable and necessary costs determined in accordance with FAR 52.216-7, Allowable Cost and Payment, FAR 52.216-8, Fixed Fee, if applicable, and AIDAR 752.7003, Documentation for Payment.

**B.7 APPROVED SUBCONTRACTORS**

Pursuant to FAR Clause 52.244-4, the following subcontractors were identified and agreed to during negotiations to provide the services covered by this contract.

To be determined

**SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF OBJECTIVES****C.1. Background*****C.1 (a) The President's Emergency Plan for AIDS Relief (Emergency Plan)***

The President's Emergency Plan for AIDS Relief (PEPFAR, or Emergency Plan), initiated in 2003, is a five-year, \$15 billion initiative aimed at extending prevention, treatment and care to millions of HIV-affected people in more than 120 countries worldwide. The majority of these resources are concentrated in 15 focus countries -- some of the poorest and most afflicted in Africa and the Caribbean. This commitment of resources is intended to help these countries wage and win the war against HIV/AIDS by extending and saving lives. Specifically, in the Emergency Plan's 15 focus countries, the Emergency Plan plans to:

- Provide treatment to two million HIV-infected adults and children;
- Prevent seven million new HIV infections; and
- Provide care to ten million people infected and affected by HIV/AIDS, including orphans and vulnerable children (OVCs).

The Emergency Plan is an integrated U.S. Government (USG) response implemented by several agencies and departments:

- The U.S. Agency for International Development (USAID)
- Department of Health and Human Services (HHS)
  - Health Resources and Services Administration (HRSA)
  - The Centers for Disease Control and Prevention (CDC)
  - The National Institutes of Health (NIH)
- Department of Defense (DoD)
- Department of Labor (DOL)
- The Peace Corps
- Census Bureau (BUCEN)

The U.S. Global AIDS Coordinator, located at the Department of State, is responsible for overseeing all USG international HIV/AIDS assistance and for coordinating the efforts of the various agencies and departments involved.

USAID, a major partner in the Emergency Plan, is an independent federal government agency that receives overall foreign policy guidance from the Secretary of State. USAID's commitment to improving global health includes confronting global health challenges through improving the quality, availability, and use of essential health services. USAID, headquartered in Washington, D.C., currently has HIV/AIDS programs in more than 50 countries worldwide. USAID has dedicated several hundred employees throughout its many field missions to work directly in targeted countries.

***C.1 (b) USAID Support for the Health Sector in Kenya***

The United States is the leading bilateral donor to Kenya's population and health sector. Over the past 30 years, USAID has worked with the Government of Kenya (GOK) and other development partners, has made significant progress in the areas of fertility, HIV/AIDS, and health sector reform. USAID/Kenya's funding for the health sector in Kenya currently averages \$16 million each year. In addition, USAID, together with its U.S. Government (USG) partners, is responsible for jointly managing another \$367 million in FY07 to implement HIV/AIDS-related activities under the President's Emergency Plan for AIDS Relief.

Mission-supported activities focus on reducing fertility and the risk of HIV/AIDS transmission as well as improving the prevention of common health problems that threaten maternal and child wellbeing. Health interventions promote

effectiveness, efficiency, accessibility, and sustainability of health services in the public and private sectors. The Mission addresses these factors through activities to: 1) improve the enabling environment for the provision of health services (including complementary assistance in public administration under the Millennium Challenge Account (MCA) Threshold Program); 2) increase use of proven and effective interventions to prevent HIV transmission, treat those infected, and provide care and support to those affected by HIV/AIDS; and 3) increase customer use of family planning, reproductive health, and child health services.

### ***C.1 (c) The Emergency Plan in Kenya***

Kenya is one of the PEPFAR 15 focus countries. In Kenya, the Emergency Plan is led by the U.S. Embassy and implemented by USAID/Kenya, the Centers for Disease Control and Prevention (CDC), the Walter Reed Medical Research Unit of the U.S. Department of Defense, and the Peace Corps. The total FY07 PEPFAR budget for all USG agencies working in Kenya is US\$367,092,182.00

The Emergency Plan's treatment target in Kenya is to have 250,000 Kenyans on antiretroviral therapy (ART) by September 30, 2009 (end of the Emergency Plan period), 130,000 of whom will receive USG-purchased antiretroviral drugs, an additional 85,000 of whom will receive other types of USG support for their ART, and the remainder being supported by other donor or Government of Kenya (GOK) programs. The target for infections averted in the same timeframe, both through prevention of mother-to-child transmission (PMTCT) programs and other prevention efforts, is 425,000. By September 2009, 450,000 orphans and vulnerable children (OVC) and 250,000 people living with AIDS will be receiving palliative care. U.S. Government (USG) activities under the Emergency Plan are detailed in the *Kenya Five Year PEPFAR Strategy; Strong Networks for a Sustained Response (October 2004)*.

The Emergency Plan's targets for Kenya in HIV prevention, care and treatment are not only ambitious, but also require a high level of commitment from implementing partners in order to be achieved. Individual USG agencies working in Kenya have been allocated targets in HIV prevention, care and treatment. In order to meet their targets and expand HIV services to the millions that need them in Kenya, USAID Kenya intends to competitively award a contract to an organization or consortium of organizations to procure, warehouse and distribute antiretroviral drugs (ARVs), drugs for opportunistic infections (OI) and other essential medical supplies to partners implementing HIV care and treatment activities in Kenya.

Emergency Plan programs support the priorities of the GOK. The US Interagency Team for the Emergency Plan works with the National AIDS Control Council in the Office of the President (NACC), the National AIDS and STD Control Programme (NASCO) in the Ministry of Health (MOH), the Department of Children's Services in the Ministry of Home Affairs (MOHA), the Ministry of Education (MOE), and the Ministry of Finance (MOF) to assure that programs that USAID supports meet Kenya's needs. The team further coordinates with UNAIDS, UNICEF, the World Bank, the World Health Organization (WHO), and the Health Donor Working Group to promote high levels of complementarity across the donor community.

### ***C.1 (d) Kenya Background***

Kenya has a population of 33 million of which 1.4 million are HIV-infected adults. Of the HIV-positive population, 263,000 people are in immediate need of antiretroviral therapy (ART), but by May 31, 2007, approximately 160,000 (~50%) had access to this treatment. The USG in Kenya directly supports the treatment of 76,000 of these patients with ARVs, of which some 8,700 are children. Under the Emergency Plan, the USG is committed to massively scaling-up HIV clinical care in general and ART specifically to close the gap between need and capacity.

HIV clinical care in Kenya, especially ART, is rapidly advancing from individual pilot projects towards a comprehensive national program. In late 2004 there were 24,000 people receiving ART, of which 8,200 were directly supported by the USG. In 2005, the Ministry of Health (MOH) expanded ART to 160 public and private sites, including all eight Provincial Hospitals and 71 District Hospitals. By the end of 2005 the number of people on treatment had increased to 60,000. At the end of June 2007, there were over 300 treatment sites in Kenya treating approximately 140,000 ART clients; 60% of these sites are run by the GOK, with most others run by NGOs and community based groups.

The near-term goal of the GOK is to put over 160,000 Kenyans on ART by the end of 2008, towards the longer-term UNAIDS goal of *Universal Access* to HIV prevention, care and treatment by 2010. USG-purchased ARVs are expected to directly benefit 130,000 of the 160,000 target, seeking to reach progressively greater numbers in subsequent years. Achieving both near- and longer-term targets for expanded care and treatment will rely heavily on continuing to ensure that the drugs and other essential commodities required are procured and distributed to service-delivery sites in a timely, cost effective and uninterrupted manner.

### *C.1 (e) Emergency Plan Pharmaceutical Procurement and Logistics Management in Kenya*

Pharmaceutical logistics management in Kenya is steadily improving, but public sector drug delivery is often erratic and relies on a “push” system, where drug rations are allocated to facilities from central stores. Stock information is kept on paper, reporting from MOH sites is generally incomplete, and stock-outs of Opportunistic Infections (OI) commodities and other essential supplies are common. Multiple drug sources continue to impose a heavy reporting burden to HIV treatment sites, as the reporting requirements tend to differ between programs. Failure to maintain timely and accurate reporting has compromised Kenya’s ability to make optimal use of drug (and other commodity) donation programs. There are well-developed systems for drug registration in Kenya, however post-market surveillance is very limited and the capacity of the National Quality Control Laboratory is limited by resources available. The greatest challenge remains limited resources from other-than-PEPFAR sources for the purchase of ARV commodities. GOK and Global Fund ART scale-up has been temporarily capped at 42,500 patients for whom the GOK has assured ARV supply until December 2008. However, GOK in June 2007 has taken steps to procure ARVs for an additional 24,000 patients from its own resources. Due to the current cap on GOK/Global Fund support, the USG has forecasted drug needs for 130,000 patients with FY 2007 resources. The USG Kenya Team will continue to support the efforts of GOK to allocate its own resources to purchase ARV commodities so national targets may be reached.

For the past three years, the vast majority of procurement and distribution of drugs and supplies for Emergency Plan-supported sites has been conducted by the Mission for Essential Drugs and Supplies (MEDS), a faith-based organization (FBO) that provides medicines to a network of mission, GOK, NGO, public and small community facilities. MEDS maintains a large central receiving warehouse in Nairobi’s Industrial Area that, over the past three years, and with USG support, has expanded in capacity for storage, sorting, and packaging operations. It also maintains a quality assurance system that includes visits to pharmaceutical manufacturers and other suppliers as well as its own on-site chemical analysis capability to assess the quality of products received. MEDS also operates a zonal transportation system for delivery of products, which has ensured quick turn-around time for orders emanating from treatment sites.

With the support of its technical partners, MEDS has been responsible for forecasting, quantification, procurement, storage and distribution of all the ARVs and OI drugs purchased by the Emergency Plan in Kenya. Due to MEDS’ established supplier relationships, coupled with their distribution infrastructure, there have been no stock-outs of ARV drugs, and that the commodities are received at treatment sites within five days of order. At the end of September 2007, MEDS was supplying ARVs directly to a total of 352 sites in Kenya treating over 85,000 patients.

The public sector counterpart to MEDS is the Kenya Medical Supplies Agency (KEMSA). KEMSA distributes HIV test kits and laboratory reagents, as well as ARVs purchased with the Global Fund to Fight AIDS, Tuberculosis, and Malaria (Global Fund) and GOK resources. KEMSA’s capacity to procure and distribute commodities have considerably improved in the last three years, and to KEMSA’s credit, there have been no ARV stock-outs at the facilities supplied from the central stores. With additional support from the Millennium Challenge Corporation (MCC), KEMSA’s procurement, storage and distribution capacity is expected to improve significantly over the coming years.

Two major technical partners have collaborated with USG agency staff to support these activities – John Snow International (JSI)/DELIVER Project and Management Sciences for Health/Rational Pharmaceutical Management Plus (MSH/RPM+) Project. Both have worked to assist NASCOP with policy development, drug procurement and distribution, and with strengthening of the drug registration process in Kenya. MSH/RPM+ also works to strengthen the capacity of the National Quality Control Lab and MEDS, and supports installation and use of electronic dispensing tools at pharmacies, as well as other standard operating procedures (SOP) for rational pharmaceutical commodity management. JSI/DELIVER,

which ended September 2006, strengthened capacity at KEMSA, and assisted NASCOP with forecasting overall national needs and reporting from MOH facilities. JSI also supported the MOH to build logistics management and planning capacity for drugs, test kits, and other essential commodities. The follow-on to DELIVER Project, DELIVER II, has not had any activities in Kenya. Since October 2006, MSH/RPM+ has taken on the activities JSI/DELIVER was responsible for at KEMSA.

### ***C.1 (f) Purpose of the Pharma Project***

The purpose of this contract is to establish and operate a safe, secure, reliable, and sustainable supply chain management system to forecast, procure, store, and distribute the drugs, supplies, and equipment needed to provide care and treatment of persons with HIV/AIDS in Kenya. At the moment, USAID foresees that the contract **will not** be responsible for procuring laboratory materials and equipment such as rapid test kits, reagents or machines as these are already being procured through other mechanisms.

### ***C.1 (g) Participating Organizations***

The Pharma Project will provide commodity procurement and logistics management support to all USG partners that implement HIV/AIDS care and treatment activities in Kenya. Currently, the USG funds over 100 prime implementing partners including public sector health facilities, non-governmental and community based organizations, commercial private sector enterprises, academic institutions and faith-based organizations and health facilities, which in turn work with many more sub-partners to achieve the goals of the Emergency Plan. In total, over 170 treatment sites currently receive ARVs from the USAID contract, and this number is set to increase in the coming years. Three illustrative examples of implementing partners that are providing HIV/AIDS care and treatment services under the Emergency Plan in Kenya, and which will likely be users of the Pharma Project as well as their plans for the 2007 COP year are described below. They are 1) the Academic Model for the Prevention and Treatment of HIV/AIDS, 2) the African Medical Research Foundation, and 3) The Eastern Deanery AIDS Relief Program.

#### ***C.1 (h) (1) Academic Model for the Prevention and Treatment of HIV/AIDS (AMPATH)***

AMPATH is a broad initiative which encompasses HIV prevention and treatment within a framework of education, research, and clinical service to ensure its relevance and sustainability in Kenya. It is implemented by Moi University School of Medicine, Moi Teaching and Referral Hospital, Indiana University School of Medicine and other US academic medical centers. Moi University Faculty of Health Sciences is one of two schools of medicine, nursing and public health in Kenya. Indiana University School of Medicine has collaborated with Moi University Faculty of Health Sciences since its inception in 1990. AMPATH is one of the most successful HIV treatment programs in Kenya. By end of April 2007, AMPATH had opened a total of 19 HIV/AIDS care clinics and screening programs, providing care to more than 47,000 HIV infected adults and children of which more than 21,000 were receiving ART. In the 2007 COP period, AMPATH will provide antiretroviral treatment to more than 25,000 patients, thus contributing to 15% of the USG targets for this program area. By September 30, 2008, AMPATH will provide ART to more than 30,000 patients, thus contributing to 20% of the USG targets for this program area.

#### ***C.1 (h) (2) The African Medical Research Foundation (AMREF)***

AMREF has extensive experience and expertise implementing community-based HIV/AIDS prevention and care programs throughout Africa. AMREF's HIV treatment program in Kibera, a very large informal settlement in Nairobi, has been recognized as a model of community-based ART. AMREF implements antiretroviral treatment by supporting staff salaries, training, laboratory evaluation, adherence counseling, and monitoring. Treatment is provided by multidisciplinary teams, and treatment services are supported through extensive involvement of community health workers and peer educators, including many people who themselves are living with HIV/AIDS. By March 2007 the program was providing ART to more than 500 patients. In the 2007 COP period, AMREF will expand treatment at its two existing sites and add two additional sites, providing antiretroviral treatment to 1,200 people with HIV (400 new), including 150 children.

***C.1 (h) (3) The Eastern Deanery AIDS Relief Program (EDARP)***

EDARP is a faith-based organization under the Roman Catholic Archdiocese of Nairobi that was established in 1993 as a response to the HIV pandemic affecting the people living in the Eastlands area of Nairobi. Eastlands is an area with relatively few MOH medical facilities and extreme challenges including severe poverty and very limited availability of services such as access to affordable housing, sanitation, and safe drinking water. A network of community health workers and clinical sites provides a variety of HIV prevention and treatment services to many thousands of people with HIV. The program has established HIV counseling and testing centers and has introduced routine HIV testing among TB patients, serving as a model for scale-up of these activities nationally. By March 2007, the program was providing ART to more than 4,000 people, including more than 150 children. In COP year 2007, the EDARP will expand services at 10 sites in the Eastleigh slums of Nairobi to provide ART to 8,400 people with advanced HIV including approximately 1,000 children (2,400 new patients, with the total patients ever provided with services at 9,600).

***C.1 (i) Related Procurement and Logistics Partners***

Several key partners, including both centrally-funded and field based USG-supported mechanisms as well as GOK counterparts already procure and distribute HIV/AIDS-related commodities and provide services to enhance and support Kenya's health commodity supply chain. It is critical that the Pharma Project contractor works with these partners to maximize synergies for efficiency and to achieve the greatest impact.

Key partners with whom the Pharma Project will work include: the Management Sciences for Health/Rational Pharmaceutical Management Plus (MSH/RPM+) Project, a cooperative agreement which aims to improve the availability and use of commodities of assured quality for population, health and nutrition priority interventions and addresses commodity-management health system reform; the Partnership for Supply Chain Management System contract (SCMS), the centrally-managed major procurement and distribution partner of PEPFAR; the Kenya Medical Supplies Agency (KEMSA), the GOK organization responsible for providing medical supplies to government facilities and currently responsible for distributing all pharmaceuticals procured with GOK or Global Fund; the Kenya Medical Research Institute (KEMRI), through which a limited number of ARVs are procured; and the National AIDS and STD Control Program (NASCOP), the program with overall responsibility for management of the GOK program.

***C.1 (i) (1) Management Sciences for Health/Rational Pharmaceutical Management Plus (MSH/RPM Plus)/Strengthening Pharmaceutical Systems (SPS)***

MSH/RPM Plus forecasts and quantifies antiretroviral drugs and other pharmaceuticals, and manages a logistics management information unit (LMU) in KEMSA to track procurement, warehousing, and distribution of these commodities. MSH/RPM Plus supports overall ART and other HIV/AIDS-related medical and pharmaceutical commodity supply requests from Emergency Plan partners and institutions, and will assist the Pharma Project with appropriate procurement requests and distribution planning for ART Sites. RPM+ assists with provision of strategic information from ART and other commodity sources including importers and manufacturers. At the national level, RPM Plus provides technical assistance in commodity management to the MEDS, KEMSA, NASCOP and the Department of Pharmaceutical Services to strengthen commodity supply chain systems supporting ART and other medical and pharmaceutical commodities related to HIV/AIDS. To assist in capacity building for commodity management, RPM Plus implements curricula for training ART healthcare workers at all levels of care. RPM Plus also strengthens systems by developing and applying Standard Operating Procedures for commodity management tools. Even though the RPM Plus Agreement ends September 2009, a new follow-on award, Strengthening Pharmaceutical Systems (SPS), has been awarded to a consortium of organizations led by MSH to implement these activities worldwide. SPS is the follow-on to the RPM Plus Program; hence there will be a seamless transition from RPM Plus to SPS with no change in staffing or interruption of programmatic activities.

SPS will continue to work in all the RPM Plus technical areas, but the new program incorporates additional technical components on governance in the pharmaceutical sector and drug financing, in addition to more systematic efforts to contain the emergence of resistance and improve medicines use. SPS will strive to build capacity within developing countries to effectively manage all aspects of pharmaceutical systems. Continuing the global technical leadership role of

RPM Plus, it is expected that SPS will advance the science and “art” of strengthening pharmaceutical management systems

SPS responds to the dynamic and evolving international health environment by focusing on four key results:

1. Improve governance in the pharmaceutical sector

Although RPM Plus did work in the area of medicines policies, SPS will take a more systematic approach in looking at governance in the pharmaceutical sector (i.e., medicines policies, regulatory issues, strategic planning and pharmacovigilance), including licensing and accreditation approaches for maintaining standards in the provision of pharmaceutical services in both the public and private sectors. There will also be a specific focus on promoting accountability and transparency, combating corruption in the procurement of medicines, and involving civil society and interest groups in the governance process.

2. Strengthen pharmaceutical management systems to support public health services

Strengthening the pharmaceutical management components of health systems and building human resource capacity will be a major focus for SPS. Greater stress will be placed on curricular reform (i.e., pre-service education/training) for health professionals, including south-to-south capacity building with a particular emphasis on capacitating developing country institutions to be technical assistance providers. In addition to providing technical assistance to support maternal and child health, TB, malaria and HIV/AIDS programs, laboratory commodity management will also be given special attention as this area has proven to be a rate-limiting factor in the expansion of treatment programs.

3. Contain the emergence and spread of antimicrobial resistance (AMR)

The area of antimicrobial resistance and medicines use will be expanded considerably. The focus on institutional interventions (e.g., infection control, Drug and Therapeutics Committees, Drug Utilization Reviews) will be more systematic. However, there will be a new focus on medicines use behaviors (particularly adherence/compliance by patients and practices in the private sector), the implementation of WHO AMR Global Strategy recommendations, and the use of tools and systems to detect counterfeit and substandard medicines as these products may contribute to the more rapid emergence of resistance.

4. Expand access to essential medicines

Recognizing that the public sector can't absorb the extensive financial resources being made available to expand treatment programs, there will be increased attention to establishing public/private partnerships and expanding the use of the private sector to enhance access to medicines. This will be coupled with strategies to integrate proven new therapies (e.g., zinc, ACTs, and pediatric formulations) and diagnostics more effectively into health programs, along with technical support for prequalification programs for new medicines. Financing and economic issues that create barriers to medicines access will also be addressed.

The SPS core partner team includes:

- BroadReach Healthcare will use its experience with implementing large-scale treatment interventions to help country-level partners scale up existing programs and build innovative pharmaceutical services networks involving the public and private sectors.
- The Ecumenical Pharmaceutical Network (EPN) works on behalf of the mission/faith-based health care sector that delivers pharmaceutical services in developing countries. EPN provides technical assistance to over 80 member organizations in 31 countries. Based in Kenya, EPN will serve as a liaison to this sector and will help develop and provide assistance for human capacity development in the pharmaceutical sector and consumer and patient education related to medicines.

- The Lewin Group will lend their expertise in health care financing to work with SPS country partners to develop financing strategies that improve program sustainability, such as pharmaceutical benefits management, cost recovery strategies, insurance/reimbursement schemes, business plan development for providers of pharmaceutical services, and pharmaceutical pricing mechanisms.
- Logistics Management Institute (LMI) has played a substantial role in developing and implementing many of the supply and logistics capabilities that support U.S. government operations in support of global health initiatives. For SPS, LMI will help countries develop standard operating procedures for good storage and distribution practices, and pharmaceutical information systems
- University of Washington's Department of Global Health will work with SPS on research and analysis of issues related to pharmacoepidemiology, pharmaceutical care services, pharmacovigilance, product quality control and assurance interventions that ensure patient safety, and pharmaceutical outcomes research related to global health.
- World Health Organization (WHO) Collaborating Center for Pharmaceutical Policy at Harvard and Boston Universities has a long-standing collaboration with MSH. The Center will work with SPS, WHO, and other international partners to provide basic and advanced training in pharmaceutical policy analysis, governance, pharmaceutical systems development and intervention research.

In addition to this core team, the SPS Program includes a select group of organizations that will have a limited but key role as specialized resources for SPS. These organizations include the African Medical and Research Foundation (AMREF), the American Society of Health Systems Pharmacists (ASHP), the EuroHealth Group (EHG), the Infectious Disease Institute (IDI) at Makerere University, the Joint Commission International (JCI), and the London School of Hygiene and Tropical Medicine (LSHTM).

The SPS web page can be found at <http://www.msh.org/programs/sps2007.html>.

### ***C.1 (i) (2) The Partnership for Supply Chain Management System (SCMS)***

Established in fiscal year 2005, the Supply Chain Management System (SCMS) project is an Emergency Plan-funded project administered by USAID that will help host nations increase their capacity for delivering essential lifesaving HIV/AIDS medicines and supplies to people in need of treatment and care.

Project activities include supporting the purchase of lifesaving anti-retroviral (ARV) drugs (including low-cost generic ARVs approved or tentatively approved by the Food and Drug Administration); non-ARV drugs, including drugs for opportunistic infections, sexually transmitted infections, tuberculosis, and malaria; drugs for home and palliative care; quality laboratory materials such as rapid test kits; and supplies such as gowns, gloves, injection equipment, and cleaning and sterilization items.

The SCMS project will not build parallel systems. It will add to and complement existing supply chain efforts in the field. It is intended to "fill in the gaps" where supply chain services are needed most. In countries where supply chains are working well, the SCMS project will be available to monitor key steps in the supply chain process. Commodity quantification, procurement, and shipping and delivery are among the services that will be made available. The SCMS project will also provide reliable forecasting of drug and other commodity needs to ensure adequate production.

The Supply Chain Management System (SCMS) project is a consortium of 17 institutions from the private sector, nonprofit, and faith-based communities, including four African organizations that are leaders in international supply chain management. Each partner offers unique capabilities that will ensure that high-quality ARVs, HIV test kits, and other supplies for treating HIV/AIDS are available to the patients, clinicians, laboratory technicians, and others who need them.

SCMS focuses on better forecasting to determine what drugs are really needed, aggregating demand and negotiating more affordable prices and improving the delivery mechanism so it is closer to the point of use. The SCMS project team is led

by the Partnership for Supply Chain Management, a nonprofit organization established by JSI and MSH. In FY07 SCMS is tasked to procure cotrimoxazole tablets, HIV test kits, lab reagents and equipment for Kenyan Emergency Plan partners.

More details about the work of SCMS are available at <http://scms.pfscm.org/scms>.

### **C.1 (i)(3) Kenya Medical Research Institute (KEMRI)**

A small fraction of drug procurement funds are allocated to CDC's cooperative agreement with KEMRI to forecast and procure additional drugs (beyond those procured by the primary mechanisms, Pharma Project and RPM+) needed to treat 130,000 Kenyans with ARVs. This alternate procurement mechanism through KEMRI allows some flexibility for contingencies that will help to continue to avoid stock outs and treatment interruptions.

### **C.1 (i)(4) Kenya Medical Supplies Agency (KEMSA)**

KEMSA is the GOK public sector health commodities supply agent involved in ensuring the delivery of all health commodities including ARVs to public sector health institutions. The USG is supporting short and medium-term consultancies to improve KEMSA's capacity in the procurement, warehousing, distribution, management and reporting of public sector ARVs, as well as other medical and pharmaceutical commodities related to HIV/AIDS. In 2007 the SCMS contract will start to procure laboratory-related commodities on a large scale for Kenya's Emergency Plan program, and will distribute most of them through the KEMSA system. This support will ensure that these commodities are tracked and distributed in a timely manner and with the required reporting.

### **C.1 (j) Other Donors**

The second largest donor in HIV treatment in Kenya is the Global Fund, as detailed in section 1(e) above. Currently, the Global Fund is supporting ARV drugs for over 42,500 patients in Kenya from Round II funds for HIV/AIDS. The British Government, through the Department for International Development (DfID), has been a dependable partner in the purchase of ARV commodities to supplement GOK purchases. In the early part of 2006, and after the realization that due to the rapid ART scale up, there would be a shortfall in ARVs in GOK facilities, DfID funded the purchase of ARVs amounting to 2 million UK pounds, and this helped prevent stock out of ARVs in public facilities. The other significant partner in ARV purchase is MSF- Doctors without Borders, who currently support ARVs for 10,000 patients across five sites in Kenya.

## **C.2 Pharma Project Objectives**

***Overall Objective: Establish and operate a safe, secure, reliable, and sustainable supply chain management system to forecast, procure, store, and distribute the drugs, supplies, and equipment needed to provide care and treatment of persons with HIV/AIDS in Kenya.***

The Pharma Project will ensure a reliable and uninterrupted supply of ARVs and other essential commodities for use by all HIV/AIDS programs funded by the Emergency Plan in Kenya.

The USG target is to have 130,000 patients *directly* benefiting from USG support for ARVs and 110,000 on OI drugs by September 30, 2008. In the FY08 period, the Pharma Project will be responsible for procuring ARVs for 160,000 patients and OI drugs for 120,000 HIV infected persons by the end of September 2009 (five-year ARV and OI drug targets listed in Table 1).

Specifically, the contractor will:

- Quantify ARVs and OI drugs needed to meet USG country targets;
- Procure the required medicines;
- Communicate with suppliers regarding stock availability;
- Properly store and warehouse Emergency Plan stocks;

- Distribute pharmaceuticals in a timely and efficient manner to ensure continuity in patients' treatment;
- Perform regular quality assurance of the items procured and their distribution through a recognized quality control laboratory; and
- Maintain appropriate records on supplies for accurate program reporting, monitoring and evaluation.

The key beneficiaries of this contract will be the public sector health facilities, non-governmental and community based organizations, commercial private sector enterprises, academic institutions and faith-based organizations and health facilities that receive funding from the Emergency Plan to provide HIV/AIDS care and treatment.

The products anticipated to be supplied through this contract are:

- ARV drugs;
- drugs to treat opportunistic infections (OI);
- drugs and supplies for palliative and home-based care; and
- supplies and equipment such as gowns and gloves

A detailed commodity list will be developed and maintained during the life of the Pharma Project, in consultation with the Kenya USG team and GOK, and will provide the "catalog" of commodities approved for purchase under this Project.

While bound by the limitations of the provided detailed commodity list, the sources for these commodities will be in accordance with current USAID guidance as found in ADS 312 and other USAID approved source-origin waiver documents. The recipients can be any USG-funded organization, GOK health facility, faith-based or other community and/or private health facility with a HIV/AIDS program needing this type of supply or service.

### ***C.2 (a) Pharma Project Component Objectives***

To accomplish the overall objective, the contractor will need to address the following separate objectives for each Pharma Project component. They are:

***C.2 (a) (1) Develop and maintain a robust program management capability to ensure the effective and efficient delivery of contract services and the achievement of performance standards contained in the contract.***

***C.2 (a) (2) Develop and maintain a competitive and transparent capability to procure required commodities that:***

- *Fully complies with all applicable USG contracting laws and regulations*
- *Leverages volume purchasing to achieve significant reductions in the current costs of supplies*
- *Achieves the best value to the US Government (best value refers to product quality, availability, on-time delivery and price)*

***C.2 (a) (3) Establish and maintain a quality assurance (QA) program to obtain and manage the required documentation and verify that supplies meet contractual and product specifications.***

***C.2 (a) (4) Provide freight forwarding and warehousing services that promote the efficient and secure delivery of procured supplies.***

These different components must perform in a smooth, interconnected and seamless manner for the Pharma Project to succeed in providing the needed commodities and support.

### ***C.2 (b) Goals and Objectives of the Solicitation***

The goal of this solicitation is to obtain proposals for addressing each of the objectives identified above. Subject to availability of funds per annum, USAID intends to competitively award a contract for a five period

Section C.3 below, provides additional details and tasks concerning each area.

**C.2 (c) Specific Work Requirements/Deliverables:**

The contract shall contain the appropriate work requirements, deliverables, performance standards and metrics, incentives, etc. as part of its Performance Work Statement for each of the objectives as described in C.2 (a), above. For example:

- Timeliness:
  - Initial Operating Capability established 60 days after contract award
  - % of on-time shipments/deliveries
- Quantity:
  - Procurement transactions volume/month
- Quality:
  - # of shipments containing defective supplies
  - Service ratings from surveyed customers
- Efficiency:
  - Achieving best pricing for highest quality commodities
  - Increasing cost-effectiveness of operations
  - Number of incidences of “out-of-stock” situations per year

**C.3 Pharma Project Scope**

***C.3 (a) (1) Develop and maintain a robust program management capability to ensure the effective and efficient delivery of contract services and the achievement of performance standards contained in the contract.***

The Contractor shall furnish all necessary personnel, facilities, supplies and equipment to provide the USG with the services set forth below. The Contractor is responsible for ensuring that any subcontractors or vendors meet the performance standards and objectives set forth in any resultant contract.

At a minimum, the Contractor shall direct, coordinate, manage, monitor, evaluate and report on the development and operation of each Pharma Project component. Tasks include, but are not limited to, the following:

- A. Develop a timeline for the completion of all major tasks.
- B. Develop procedures to monitor system operations to ensure tasks are completed on time and identify current or foreseeable problems.
- C. Provide regular reports (at intervals and with reporting requirements to be specified) to the USG on progress toward implementation of the program’s goals.
- D. Develop a system of monitoring and exception reporting on supply chain performance that provides the USG with early warning of implementation problems. Special, constant attention should be given to any instances of product stock-out or loss due to theft, diversion, deterioration, or expiration.
- E. Develop and implement solutions to problems and propose modifications of procedures to take advantage of lessons learned.
- F. Monitor Kenyan policies/guidelines and assist programs in making necessary adjustments to program implementation practices.
- G. Identify and resolve product shortages and provide advice and guidance to the USG on priorities for the use of available supplies when product shortages occur. Identify any problems of theft, deterioration, or other diversion of field supplies; indicate appropriate corrective measures; and assist in their execution, including the proper disposal of unusable supplies.

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| <p>H. Conduct quarterly reviews of system implementation, unresolved problems, and foreseeable needs for near-term change, and consult and collaborate with USG to design and implement needed corrective actions. Conduct comprehensive annual reviews of the performance of each of the overall components.</p> <p>I. In the event that useable commodities are donated and approved by the CTO for use within programs supported by the USG, advise the USG on the best use(s) for these products, and ensure their receipt and use is entered into the MIS to ensure comprehensive system accounting for resources.</p> <p>J. Collaborate with other Kenya USG implementation partners and contractors in support of the achievement of broader USG health and development objectives.</p> <p>K. Assist the USG Kenya team in other related ad hoc tasks up to 10 percent of the total time available under the contract.</p> <p>L. Interface, as requested by the USG, with international organizations, nongovernmental organizations (NGOs), and academic organizations on supply chain issues and provide additional supply chain management services as tasked by the USG Kenya Team.</p> <p>M. Provide technical training to Kenyan staff in supply management skills, as tasked by the USG Kenya Team.</p> <p>N. Identify supply needs that are currently met from local or other sources, and estimate the feasibility and benefit/losses that would result from shifting those procurements to the Pharma Project's system.</p> <p>O. Prepare analyses of the situations that may require return of items after shipment to Pharma Project clients, including defective, excess, or other causes, and plan for an efficient process of verification, authorization, recovery, and disposition of items for replacement or credit to clients.</p> |

***C.3 (a) (2) Develop and maintain a competitive and transparent capability to procure required commodities that:***

- ***Fully complies with all applicable USG contracting laws and regulations***
- ***Leverages volume purchasing to achieve significant reductions in the current costs of commodities***

In HIV/AIDS care and treatment programs supported by the USG and based on the detailed commodity list of necessary pharmaceuticals and commodities supplied by the USG, the Contractor will obtain necessary pharmaceuticals and other commodities through open, competitive, purchase procedures; limited-source procurements; sole-source procurements; or donations.

Categories of commodities will include, but are not limited to, the following:

- Anti-retroviral drugs (ARVs);
- Other pharmaceuticals and medical items (other than contraceptives) needed to provide care and treatment to persons with HIV/AIDS and related infections;
- Other medical supplies needed for the operation of HIV/AIDS treatment and care centers, including products needed in programs for the prevention of mother-to-child transmission (PMTCT-this may include breast-milk substitutes if used in a manner consistent with GOK/USAID guidance);
- Pharmaceuticals and health commodities (not including food) needed for the provision of palliative care and the management of pain;
- As needed and deemed appropriate by supervising national and USG officials, clinic equipment, as well as equipment needed for the transportation and care of HIV/AIDS supplies, and other equipment needed to provide prevention, care and treatment of HIV/AIDS described above.

Examples of equipment and supplies in the detailed commodity list (to be provided by USG Kenya Team) range from items for home care kits, such as soap, non-sterile gloves, lotion, dietary supplements, and medications for symptom relief.

**Excluded** from this list are laboratory equipment, reagents, test kits and other supplies for performing tests related to the provision of care and treatment to persons with HIV/AIDS and related infections. Other laboratory supplies such as refrigerators, storage cabinets for flammable materials, ultra-low temperature freezers, centrifuges, and biosafety cabinets, are also **excluded**.

Also **excluded** in the Pharma Project is the technical assistance component, as a number of the USG funded partners listed in Section C.1 (i) are already undertaking these activities in the country, especially in reference to strengthening public sector commodity procurement and management systems.

The volume and frequency of procurement actions are expected to increase with the growth of care and treatment programs in Kenya. The numbers of patients being provided HIV/AIDS treatment and care will increase dramatically under the Emergency Plan over the course of the next five years, as shown in Table 1 below. While not all commodities needed by the HIV/AIDS programs supported by the USG will flow through the Pharma Project, a high proportion of programs will use these services. By the end of each year after contract award, the Contractor should be capable of supplying a materials needed for the treatment of HIV/AIDS clients projected to be receiving anti-retroviral therapy (ART) as given in Table 1.

*Table 1, Illustrative Targets for year 1 to year 5 of the Pharma Project*

| <b>End September</b> | <b># Patients Receiving ART (USG Country program Target)</b> | <b>Pharma Project ARV Drug Target</b> | <b>Pharma project OI drug target</b> | <b># Pregnant Women Receiving PMTCT</b> | <b>Pharma Project Responsibility (AZT for infants and mothers)</b> | <b># Individuals Provided With Palliative Care</b> |
|----------------------|--|---------------------------------------|--------------------------------------|---|--|--|
| <b>2008</b>          | 158,260  | <b>130,000</b>                        | 110,000                              | 32,500                                  | 25,400   | 307,080  |
| <b>2009</b>          | 185,000  | <b>160,000</b>                        | 120,000                              | 86,556                                  | 40,000   | 337,500  |
| <b>2010</b>          | 210,000  | <b>180,000</b>                        | 140,000                              | TBD                                     | TBD  | 350,000  |
| <b>2011</b>          | 250,000  | <b>210,000</b>                        | 160,000                              | TBD                                     | TBD  | 370,000  |
| <b>2012</b>          | 280,000  | <b>230,000</b>                        | 180,000                              | TBD                                     | TBD  | 400,000  |

The USG Kenya Team will provide the types of goods to be procured, based on the above targets, and the timing of deliveries to the Contractor. It is the sole responsibility of the contractor to forecast and quantify the commodities that will be sufficient to meet the given targets. Insofar as the required timing for deliveries permits, the Contractor will endeavor to consolidate procurement orders so as to secure the savings from large-volume purchases.

Overall, the Contractor will be responsible for the solicitation, evaluation, negotiation, award, management, and administration of supply contracts, under USAID guidance and in compliance with USG contracting rules, in support of the Emergency Plan in Kenya. Tasks include, but are not limited to, the following:

1. Develop forms, procedures and web-based systems for field programs to order through the Pharma Project.
2. Work with the USG Kenya Team to assemble forecasts of Pharma Project procurement needs for upcoming 12 months.
3. Identify supply sources meeting USG criteria and Kenyan registration requirements for the projected products and quantities.

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| <ol style="list-style-type: none"> <li>4. Identify the prices at which the Contractor can secure desired quantities of these products as well as projected delivery schedules. This may include price comparisons using other purchasing agents. Responsiveness to program needs, product quality, safety, effectiveness and price will be the major factors in determining eligible vendors.</li> <li>5. Secure competitive bids for procurement needs through open international tenders or, where sole-source or limited-source procurement is required, assist the USG Kenya Team in securing the appropriate waivers by preparing necessary documentation for waiver requests.</li> <li>6. Prepare waiver requests promptly and forward to the CTO for approval.</li> <li>7. Ensure that proposed delivery schedules are consistent with the delivery schedules that meet program re-supply needs.</li> <li>8. Identify any emerging or potential production or delivery problems (e.g., insufficient supplies, failure to meet procurement specifications, supply surpluses), and propose solutions for these problems.</li> <li>9. Plan purchase levels to ensure the availability of buffer stock to meet required levels in the event of emergencies or unforeseen needs.</li> <li>10. Monitor project and program requests to ensure all requests receive prompt and accurate service.</li> </ol> |

***C.3 (a) (3) Establish and maintain a quality assurance (QA) program to obtain and manage the required documentation and verify that commodities meet contractual and product specifications.***

The Pharma Project contractor will be responsible for procuring a wide variety of pharmaceutical and health-related commodities from a detailed commodity list provided by the USG. This detailed commodity list will include the categories referenced in C.3 (a)(2) above. The contractor will be responsible for assembling and maintaining appropriate documents supporting the quality certifications of all listed commodities. No original testing is anticipated to be needed to create the required documentation. In certain situations, the contractor may be required to perform random testing of procured product to ensure that established procurement specifications have been met. Changes in the detailed commodity list from which programs can choose are likely to occur during the life of the Pharma Project Contract. Whatever the given detailed commodity list is, it will be necessary for the Pharma Project Contractor to have a post-procurement QA process in place to ensure that products meet established contract specifications in support of its supply and service functions.

The Contractor must have an understanding of domestic and international guidelines, policies, and regulations regarding the quality, safety, efficacy and use of pharmaceutical products and other medical supplies. The Contractor should also understand the challenges in providing these products, including the issue of counterfeit and sub-standard drugs, the challenges in testing these drugs for quality, safety and efficacy, and the challenges of increasing in-country capacity in quality assurance. Tasks include, but are not limited to, the following:

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| <ol style="list-style-type: none"> <li>1. For approved drugs and equipment, verify: approval by USG; documentation, labeling, and regulatory status, e.g. any safety alerts, recalls, labeling changes, reported adverse drug reactions. Maintain a database tracking this information.</li> <li>2. Adhere to USG procedures related to these procurements, and carry out or modify planned procurements accordingly.</li> <li>3. Secure any necessary documents for waivers on activities throughout the Pharma Project, as needed.</li> <li>4. For products purchased as directed; devise, and carry out post-procurement testing and verification of production lots to ensure adherence to specifications.</li> <li>5. Establish quality assurance procedures to ensure that required storage and handling standards for</li> </ol> |

products shipped are met. Procedures should include guidance on the monitoring of the status of product stocks, required conditions for their storage and transport, standards for the proper maintenance of warehoused products, and periodic examination for deterioration.

6. Ensure subcontractors and vendors follow quality assurance standards and procedures throughout the project.

***C.3 (a) (4) Provide freight forwarding and warehousing services that promote the efficient and secure delivery of procured supplies.***

The Contractor shall ensure timely, accurate, safe, and cost-effective freight-forwarding services for all commodities to Kenya. While the USG will retain title to the procured commodities from acceptance from the supplier to receipt by the consignee, the Contractor will take responsibility for the immediate storage and/or movement of products when released by the suppliers, and maintain responsibility for the products until ownership of the products is transferred to the consignees.

The Contractor will have the appropriate overall mix of skills for this freight-forwarding activity, including management, forwarding, booking, warehousing, computer MIS, communications, etc., as well as a sufficient management structure to implement this component and ensure efficient and accurate communications, decision-making and implementation. In consultation with the USG, the contractor will determine when it is appropriate and will maintain sufficient insurance to cover the value of product in transit and while warehoused.

Initially, it is anticipated that most suppliers will be located either in the United States, in European countries or Asia. If and when agreements can be reached that qualify other suppliers, sources of supplies might also be located in other designated countries. The Contractor should be capable of receiving product wherever it is required, and the Contractor should be prepared to acquire warehouse facilities, as needed, in strategic regions/towns within Kenya. Tasks include, but are not limited to, the following:

1. Assure the delivery of shipments door-to-door (manufacturer to warehouse, manufacturer to recipient or warehouse to recipient) and door-to-port (manufacturer to port of destination or warehouse to port of destination), as requested;
2. Track all shipments, both door-to-door and door-to-port, until the consignee confirms receipt and provide timely data of this tracking information for entry into the MIS;
3. Determine whether shipment consolidation is feasible, cost-effective and consistent with desired delivery dates. If consolidation is not appropriate, arrange for timely, secure, and cost-effective shipment of the goods to the recipient program. If consolidation is appropriate, move the products to one or more appropriate warehouses for consolidation with other shipments;
4. Secure quarterly a copy of the production directives given to each of the suppliers;
5. Verify the count and acceptability of received products ordered by the Contractor from manufacturers (1) prior to shipment to consignees specified by the Contractor, or (2) prior to storage within the Contractor's warehouse;
6. Under approved circumstances, manage return of items from Pharma Project clients after original shipment, including verification, authorization, recovery, and disposition of items for replacement or credit to clients;
7. Generate all the documents required for importation of the products and ensure timely and accurate distribution of the documents to all of the parties in the sending countries or in Kenya, who must participate in the importation process;
8. Arrange timely, safe, and cost-effective transport to move the supplies to the recipient programs or to a storage facility they designate;

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| <ol style="list-style-type: none"> <li>9. For clearance purposes with the GOK, for each requested shipment, coordinate the desired shipping/arrival date and shipping mode;</li> <li>10. Assure that the freight forwarder is represented at all transshipment points to receive accurate and timely information on the next leg of shipment: a vessel name, an ocean bill of lading or air waybill number, estimated time of arrival, local clearing agent at port and container and seal numbers;</li> <li>11. Identify special or reoccurring delivery problems and devise timely and cost-effective solutions for them;</li> <li>12. Conduct periodic reviews of freight-forwarding practices and results, and participate in the assessment of proposed alternatives;</li> <li>13. Conduct an annual audit of central warehouse inventories to ensure consistency with the records of product supplies held in MIS records.</li> <li>14. Establish a clear and verifiable chain of custody and traceability for each pharmaceutical commodity by lot or batch number to proactively prevent diversion of commodities and to facilitate commodity recall.</li> </ol> |

#### C.4 Management Plan and Key Personnel

##### C.4 (a) Key Personnel and staffing plan:

Offerors should propose a staffing plan for the achievement of the USAID Pharma Project Component Objectives that demonstrates an appropriate balance of skills and accountability. The use of qualified Kenyans in leadership, technical and managerial positions is strongly encouraged. The proposal shall include the names, position title and roles of the key personnel it proposes to use.

Offerors should provide:

- A complete staffing plan including key personnel and technical staff, with underlying rationale, including an organizational chart demonstrating lines of authority and staff responsibility accompanied by position descriptions. Offerors may propose and justify the configuration of key staff positions in addition to, or in substitution of those described herein. Staffing patterns are expected to include core non-program staff, minimal key technical staff and an explanation of how additional technical expertise will be obtained with attention to cost-containment and avoiding unnecessary staffing;
- A matrix of relevant programmatic and technical skills and experience necessary to implement the offeror's plan, that shows how all proposed staff in the staffing pattern meet these requirements (matrix will not count against page limit);
- Resumes (maximum five pages each, Microsoft Word format and hard copy) and signed letters of commitment for two years from all key personnel and at least one year from senior technical staff should be included in the appendices, and, for each key person proposed, three references with telephone and email contact information, with one of these being a host country counterpart.

##### Key personnel positions and qualifications:

The three (3) key positions envisioned for this award include: Project Director/Manager; Supply Chain/Logistics Specialist; and Finance Manager. Offerors may propose alternative positions as key positions other than the ones specified, with adequate justification.

Project Director/Manager: The Project Director/Manager must have at least a master's degree in a health-related discipline such as Pharmacy, Medicine or Public Health, and demonstrated experience in the field of health commodity

supply chain management systems. Experienced holders of Master of Business Administration (MBA) degrees would also be considered suitable candidates for this position. The Project Director is expected to have the strategic vision, leadership qualities, depth and breadth of technical expertise and experience, professional reputation, management experience, interpersonal skills and written and oral presentation skills to fulfill the diverse technical and managerial requirements of the statement of work. S/he will also have at least 10 years of experience in developing countries (preferably in East Africa), at least 5 of which involve experience interacting with other donor government agencies, host country governments and international donor agencies. S/he must have prior experience as a supervisor, and as director of a project or program. This position should be based in Nairobi.

Supply Chain/Logistics Specialist. Persons proposed for this position are expected to have an advanced degree (at minimum a Master's degree) in Logistics Management, Pharmaceutical Management, Health Management Information Systems or a closely related field, or equivalent post-masters-degree qualification in these areas. A minimum of ten years of progressively responsible professional experience in health systems management related to health logistics and supply chain management is required. This includes procurement, HMIS, pharmaceutical management, management of health commodities, and related policy work. Familiarity with public health and HIV/AIDS programming, data collection, analysis and presentation is needed. Knowledge of state of the art and internationally accepted commodity procurement systems and procedures and knowledge of current issues working in resource source and data poor environments. General knowledge of the Kenyan public sector health system (MOH and its affiliate agencies), donors and related private sector programs is preferred. General knowledge of USAID procedures, laws and regulations relating to commodity procurement is highly desirable. S/he should have advanced specialist knowledge of logistics techniques and applications. Excellent interpersonal and communications skills to establish and maintain effective contacts within USG, implementing partners, relevant GOK counterparts, other donors, private sector and civil society organizations. Excellent analytical writing and organizational skills are required for this position. Advanced numerical skills are required. Strong initiative to obtain, evaluate, and interpret factual data and to prepare concise, accurate, and complete reports, as well as to recognize significant developments and trends reflected in collected data and bring it to the attention of USAID. This position will be based in Nairobi.

Finance Manager. The Finance Manager must have an advanced degree in accounting, finance or business administration and applied skills in developing and managing large budgets. S/he must have at least 8 years of experience in professional accounting or auditing, including at least 4 years experience working with international donor reporting, preferably USG reporting requirements. S/he must be proficient in relevant computer applications and databases, and must be organized, responsible, and concise to meet reporting requirements and deadlines. The Finance Manager should have demonstrable analytical, organizational, and written communication skills in English. This position should be based in Nairobi.

**Technical staff** positions and qualifications:

The offeror is requested to identify 2-3 key technical staff, consistent with the overall staffing plan, who are considered essential to achieving the results of the core business. The combination of these staff should demonstrate a mix of practical technical skills necessary for extending and strengthening supply chain and other health commodity delivery and systems, and an ability to manage the design and implementation of key components of this statement of work. If they are in team leader positions, they should have a demonstrated capacity to liaise and negotiate with key stakeholders in other organizations, as well as to support and supervise staff.

**C.4 (b) Management:**

Offerors should describe how the partnership, if proposed, will be organized and managed to use the complementary capabilities of partners most effectively and to minimize non-productive costs to the government such as multiple overheads. For example, applicants should describe how each partner will be utilized and present a management plan that addresses key management challenges such as internal and external coordination of partners and staff, establishing lines of authority, financial management and decision-making and management skills to ensure success in achieving results.

This section of the proposal should include:

- Management and administrative arrangements for overall implementation of the program including organizational structure, logistical support, personnel management, procurement arrangements for goods and services, and lines of authority between organizations and staff.
- One or two organizational charts to illustrate the management plan, including coordination with other partners e.g KEMSA, Global Fund Procurement Consortium, collaboration with the relevant GOK officials, linkages with existing programs/partners in the province(s), monitoring and evaluation and reporting (charts will not count against page limit).
- How the Offeror will coordinate with and manage sub-contractors and will encourage local, non-traditional and innovative partnerships, and if applicable, build capacity within these, and have a plan to transfer responsibility to local organizations as their capacity develops over the first 5 years.
- Realistic strategies or approaches for knowledge management, cost-containment and for coordinating with non-USAID supported organizations.

#### **C.4 (c) Technical Capabilities and Past Performance:**

The Offeror should describe the expertise that Prime and each major sub contractor brings to strengthen the activities and achieve the results described within this RFP. Offerors should demonstrate their technical capabilities and relevant past performance to undertake the work described in this RFP. The offeror is asked to:

- Describe the blend of technical expertise that will be needed to achieve the goal and results described in this RFP, and how their application meets these needs.
- Provide specific examples of how the Offeror and partners have successfully implemented worldwide and/or national projects in HIV/AIDS commodity systems or related services, at a level of size and complexity similar to the requirements of this RFP.
- Describe how they have used creative and/or non-traditional partners and approaches to strengthen the overall capacity of the primary organization and project outcomes.
- Describe how they have developed capacity of local partners and devolved responsibility to these local partners over time as capacity was developed.
- For verification of past performance, Offerors must submit three (3) different contracts/awards that the organizations were awarded within the past three (3) years that demonstrate ability to perform the work identified in the statement of work. Each organization must be separately identified and include the following reference information: Organization's name, at least two (2) current points of contacts who are capable of providing information with respect to performance of the organization, current telephone numbers for each point of contact, a brief description of the work performed, and an explanation of any negative past performance. The Prime must provide organizational past performance information for themselves and any proposed subcontractors receiving at least 25% of the work. It is extremely important that Offerors disclose instances in which their past performance may be considered by previous customers or their representatives to have been less than fully satisfactory, and that they tell their side of the story and/or describe corrective action that they have taken. USAID reserves the right to obtain past performance information from other sources including those not named in this solicitation.

[END OF SECTION C]

**SECTION D - PACKAGING AND MARKING**

**D.1 AIDAR 752.7009 MARKING (JAN 1993)**

(a) It is USAID policy that USAID-financed commodities and shipping containers, and project construction sites and other project locations be suitably marked with the USAID emblem. Shipping containers are also to be marked with the last five digits of the USAID financing document number. As a general rule, marking is not required for raw materials shipped in bulk (such as coal, grain, etc.), or for semi finished products which are not packaged.

(b) Specific guidance on marking requirements should be obtained prior to procurement of commodities to be shipped, and as early as possible for project construction sites and other project locations. This guidance will be provided through the cognizant technical office indicated on the cover page of this contract, or by the Mission Director in the Cooperating Country to which commodities are being shipped, or in which the project site is located.

(c) Authority to waive marking requirements is vested with the Regional Assistant Administrators, and with Mission Directors.

(d) A copy of any specific marking instructions or waivers from marking requirements is to be sent to the Contracting Officer; the original should be retained by the Contractor.

**D.2 BRANDING GUIDANCE**

The Contractor is to reference the following USAID internet website at <http://www.usaid.gov/branding/> for the most recent guidance on how to attribute this USAID funded contract.

**SECTION E - INSPECTION AND ACCEPTANCE**

**E.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE**

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

| NUMBER   | TITLE   | DATE     |
|----------|---|----------|
|          | FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1) |          |
| 52.246-4 | INSPECTION OF SERVICES                            | AUG 1996 |

**E.2 INSPECTION AND ACCEPTANCE**

USAID inspection and acceptance of services, reports and other required deliverables or outputs shall take place at the USAID Mission in Kenya, Nairobi or at any other location where the services are performed and reports and deliverables or outputs are produced or submitted. The CTO listed in Section G has been delegated authority to inspect and accept all services, reports and required deliverables or outputs.

**E.3 MONITORING AND EVALUATION**

a) The Contractor understands and agrees that achievement of tangible results in a timely fashion is the essence of the contract. USAID will judge the Contractor’s success in the contract based upon whether or not the tangible results are achieved when they due. In the event that any one or more of the tangible results is (are) not achieved, or should the Contractor at any time realize that they are not achievable, the Contractor will immediately advise USAID in writing, and in the next report, required as part of the existing “Reporting Requirements,” shall provide a complete explanation related thereto.

b) Tangible Results, Benchmarks, and Deliverables.

1. Development of a comprehensive Implementation Plan (IP) will be undertaken immediately following award of the contract. The IP shall incorporate scope, budget, schedule, approvals and resource allocation necessary to complete the Section F.2 Delivery Schedule. Elements will include the breakdown of activities; identification of responsibilities, critical milestones and project interfaces; inventory controls; financial and administrative procedures; subcontracting plan; reporting and close-out activities. The plan will address a wide variety of program functions including management, administration, financial, and operations.

2. The Contractor will submit the Implementation Plan to the USAID CTO for approval within 45 days of contract award. The IP shall be updated and revised every quarter (3 months). The Implementation Plan will allow USAID and the Contractor to monitor performance and be reviewed at the monthly program review meetings.

## SECTION F

### SECTION F - DELIVERIES OR PERFORMANCE

#### F.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

| NUMBER    | TITLE   | DATE     |
|-----------|---|----------|
|           | FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1) |          |
| 52.211-10 | COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK | APR 1984 |
| 52.247-34 | F.O.B. DESTINATION                                | NOV 1991 |

#### F.2 DELIVERY SCHEDULE

Delivery schedule will be in accordance with deliverables/requirements described in Section C.

#### F.3 PERIOD OF PERFORMANCE

The period of performance for this contract is a maximum five (5) years, inclusive of all Option Periods from the effective date of the contract.

#### F.4 PERFORMANCE STANDARDS

Evaluation of the Contractor's overall performance in accordance with the performance standards/ indicators set forth in Section C will be conducted jointly by the CTO and the Contracting Officer, and shall form the basis of the Contractor's permanent performance record with regard to this contract.

#### F.5 REPORTS AND DELIVERABLES OR OUTPUTS

As set forth in Section C the Contractor must submit the following deliverables and/or outputs to the Contracting Officer and CTO specified in Section G:

Reports, papers, recommendations, etc. identified in Section C or such predictable deliverables not specifically mentioned in Section C, as well as those identified in the Contractor's technical proposal (as accepted by the USAID CTO) or identified as deliverable in the approved Annual Work Plan.

#### F.6 PROGRESS REPORTING REQUIREMENTS

Progress reporting will be consistent with Section C requirements and the approved Annual Work Plan.

## SECTION F

### F.7 KEY PERSONNEL

#### (1) Availability of proposed key personnel

The contract proposed by this solicitation includes a key personnel clause, and the quality of key personnel proposed will be an evaluation factor. The offeror must include as part of its proposal a statement signed by all individuals proposed as key personnel, confirming their present intention to serve in the stated position and their present availability to serve for the term of the proposed contract.

#### (2) Key Personnel

The key personnel provision in the contract must require the prior consent of the Contracting Officer for any changes in key personnel, to ensure that replacements have at least equal qualifications. Sample language for this provision follows:

A. The key personnel that the Contractor must furnish for the performance of this contract are as follows:

Name/Position Title \_\_To be determined \_\_/ \_\_Project Director/ Manager\_\_  
Name/Position Title \_\_To be determined \_\_/ \_\_Supply Chain/ Logistics Specialist  
Name/Position Title \_\_To be determined \_\_/ \_\_Finance Manager\_\_\_\_\_  
Name/Position Title \_\_To proposed by offeror\_ /\_ To proposed by offeror \_\_\_\_\_  
Name/Position Title \_\_ To proposed by offeror /\_\_ To proposed by offeror \_\_\_\_\_

B. The personnel specified above are considered to be essential to the work being performed hereunder. Prior to replacing any of the specified individuals, the Contractor must notify both the Contracting Officer and the USAID Cognizant Technical Officer reasonably in advance and must submit written justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the program. No replacement will be made by the Contractor without the written consent of the Contracting Officer."

### F.8 SUBMISSION OF DEVELOPMENT EXPERIENCE DOCUMENTATION TO PPC/CDIE/DI

USAID contractors must submit one electronic and/or one hard copy of development experience documentation (electronic copies are preferred) to the Development Experience Clearinghouse at the following address.

Development Experience Clearinghouse  
1611 N. Kent Street, Suite 200  
Arlington, VA 22209-2111

Telephone Number 703-351-4006, ext. 100  
Fax Number 703-351-4039  
E-mail: [docsubmit@dec.cdie.org](mailto:docsubmit@dec.cdie.org)  
<http://www.dec.org>

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 AIDAR 752.7003 DOCUMENTATION FOR PAYMENT (NOV 1998)

(a) Claims for reimbursement or payment under this contract must be submitted to the Paying Office indicated in the schedule of this contract. The cognizant technical officer (CTO) is the authorized representative of the Government to approve vouchers under this contract. The Contractor must submit either paper or fax versions of the SF-1034--Public Voucher for Purchases and Services Other Than Personal. Each voucher shall be identified by the appropriate USAID contract number, in the amount of dollar expenditures made during the period covered.

(1) The SF 1034 provides space to report by line item for products or services provided. The form provides for the information to be reported with the following elements:

Total Expenditures  
[Document Number: XXX-X-XX-XXXX-XX]

| Line Item No. | Description                             | Amt vouchered to date | Amt vouchered this period |
|---------------|---|-----------------------|---------------------------|
| 001           | Product/Service Desc. for Line Item 001 | \$XXXX.XX             | \$ XXXX.XX                |
| 002           | Product/Service Desc. for Line Item 002 | XXXX.XX               | XXXX.XX                   |
| Total         |   | XXXX.XX               | XXXX.XX                   |

(2) The fiscal report shall include the following certification signed by an authorized representative of the Contractor:

The undersigned hereby certifies to the best of my knowledge and belief that the fiscal report and any attachments have been prepared from the books and records of the Contractor in accordance with the terms of this contract and are correct: the sum claimed under this contract is proper and due, and all the costs of contract performance (except as herewith reported in writing) have been paid, or to the extent allowed under the applicable payment clause, will be paid currently by the Contractor when due in the ordinary course of business; the work reflected by these costs has been performed, and the quantities and amounts involved are consistent with the requirements of this Contract; all required Contracting Officer approvals have been obtained; and appropriate refund to USAID will be made promptly upon request in the event of disallowance of costs not reimbursable under the terms of this contract.

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

(b) Local currency payment. The Contractor is fully responsible for the proper expenditure and control of local currency, if any, provided under this contract. Local currency will be provided to the Contractor in accordance with written instructions provided by the Mission Director. The written instructions will also include accounting, vouchering,

and reporting procedures. A copy of the instructions shall be provided to the Contractor's Chief of Party and to the Contracting Officer. The costs of bonding personnel responsible for local currency are reimbursable under this contract.

(c) Upon compliance by the Contractor with all the provisions of this contract, acceptance by the Government of the work and final report, and a satisfactory accounting by the Contractor of all Government-owned property for which the Contractor had custodial responsibility, the Government shall promptly pay to the Contractor any moneys (dollars or local currency) due under the completion voucher. The Government will make suitable reduction for any disallowance or indebtedness by the Contractor by applying the proceeds of the voucher first to such deductions and next to any unliquidated balance of advance remaining under this contract.

(d) The Contractor agrees that all approvals of the Mission Director and the Contracting Officer which are required by the provisions of this contract shall be preserved and made available as part of the Contractor's records which are required to be presented and made available by the clause of this contract entitled "Audit and Records--Negotiation".

**G.2 ADMINISTRATIVE CONTRACTING OFFICE**

The Administrative Contracting Office is:

U.S. based mail service:

Local physical address:

USAID/EAST AFRICA  
Regional Acquisition and Assistance Office  
Unit 64102  
APO AE 09831-4102

USAID /East Africa Regional Mission  
U.S. Embassy  
United Nations Avenue, Gigiri  
00621 Nairobi, Kenya  
Tel: +254-20-862-2000

**G.3 COGNIZANT TECHNICAL OFFICER (CTO)**

The Cognizant Technical Officer is will be designated by separate letter after award.

**G.4 TECHNICAL DIRECTIONS/RELATIONSHIP WITH USAID**

(a) Technical Directions is defined to include:

- (1) Written directions to the Contractor which fill in details, suggest possible lines of inquiry, or otherwise facilitate completion of work;
- (2) Provision of written information to the Contractor which assists in the interpretation of drawings, specifications, or technical portions of the work statement;
- (3) Review and, where required, provide written approval of technical reports, drawings, specifications, or technical information to be delivered. Technical directions must be in writing, and must be within the scope of the work as detailed in Section C.

(b) The Contracting Officer, by separate designation letter, authorizes the CTO to take any or all actions with respect to the following:

- (1) Assure that the Contractor performs the technical requirements of the contract in accordance with the contract terms, conditions, and specifications.
- (2) Perform or cause to be performed, inspections necessary in connection with a) above and require the Contractor to correct all deficiencies; perform acceptance for the Government.

(3) Maintain all liaison and direct communications with the Contractor. Written communications with the Contractor and documents shall be signed as "Cognizant Technical Officer" with a copy furnished to the Contracting Officer.

(4) Issue written interpretations of technical requirements of Government drawings, designs, and specifications.

(5) Monitor the Contractor's production or performance progress and notify the Contractor in writing of deficiencies observed during surveillance, and direct appropriate action to effect correction. Record and report to the Contracting Officer incidents of faulty or nonconforming work, delays or problems.

(6) Obtain necessary security clearance and appropriate identification if access to Government facilities is required. If to be provided, ensure that Government furnished property is available when required.

**LIMITATIONS:** The CTO is not empowered to award, agree to, or sign any contract (including delivery or purchase orders) or modifications thereto, or in any way to obligate the payment of money by the Government. The CTO may not take any action which may impact on the contract schedule, funds, scope or rate of utilization of LOE. All contractual agreements, commitments, or modifications which involve prices, quantities, quality, schedules shall be made only by the Contracting Officer.

(c) The Contractor is required to meet quarterly with the CTO and the Contracting Officer concerning performance of items delivered under this contract and any other administration or technical issues. Problem areas should be brought to the immediate attention of the Contracting Officer.

(d) Contractual Problems - Contractual problems, of any nature, that may arise during the life of the contract must be handled in conformance with specific public laws and regulations (i.e. Federal Acquisition Regulation and Agency for International Development Acquisition Regulation). The Contractor and the CTO shall bring all contracting problems to the immediate attention of the Contracting Officer. Only the Contracting Officer is authorized to formally resolve such problems. The Contracting Officer will be responsible for resolving legal issues, determining contract scope and interpreting contract terms and conditions. The Contracting Officer is the sole authority authorized to approve changes in any of the requirements under this contract. Notwithstanding any clause contained elsewhere in this contract, the said authority remains solely with the Contracting Officer. These changes include, but will not be limited to the following areas: scope of work, price, quantity, technical specifications, delivery schedules, and contract terms and conditions. In the event the Contractor effects any changes at the direction of any other person other than the Contracting Officer, the change will be considered to have been made without authority.

(f) Failure by the Contractor to report to the Administrative Contracting Office, any action by the Government considered to a change, within the specified number of days contained in FAR 52.243-7 (Notification of Changes), waives the Contractor's right to any claims for equitable adjustments.

**G.5 PAYING OFFICE**

The paying office for this contract is:

U.S. mail service:

The Controller  
USAID/Kenya  
Unit 64102  
APO AE 09831-4102

Local mailing address:

The Controller  
USAID/Kenya  
P.O. Box 629 - 00621  
Nairobi, Kenya

**G.6 ACCOUNTING AND APPROPRIATION DATA**

Budget Fiscal:  
Operating Unit:  
Strategic Objective:  
Team/Division:  
Benefiting Geo Area:  
Object Class:  
Amount Obligated:

## SECTION H

### SECTION H - SPECIAL CONTRACT REQUIREMENTS

#### H.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

| <u>NUMBER</u> | <u>TITLE</u>                        | <u>DATE</u> |
|---------------|-------------------------------------|-------------|
| 752.7027      | FAR (48 CFR Chapter 1)<br>PERSONNEL | DEC 1990    |

#### H.2 AIDAR 752.7004 EMERGENCY LOCATOR INFORMATION (JUL 1997)

The Contractor agrees to provide the following information to the Mission Administrative Officer on or before the arrival in the host country of every contract employee or dependent:

- (1) The individual's full name, home address, and telephone number.
- (2) The name and number of the contract, and whether the individual is an employee or dependent.
- (3) The contractor's name, home office address, and telephone number, including any after-hours emergency number(s), and the name of the contractor's home office staff member having administrative responsibility for the contract.
- (4) The name, address, and telephone number(s) of each individual's next of kin.
- (5) Any special instructions pertaining to emergency situations such as power of attorney designees or alternate contact persons.

#### H.3 AIDAR 752.7005 SUBMISSION REQUIREMENTS FOR DEVELOPMENT EXPERIENCE DOCUMENTS (OCT 1997)

- (a) Contract Reports and Information/Intellectual Products.

(1) The Contractor shall submit to the Development Experience Information Division of the Center for Development Information and Evaluation (PPC/DCIE/DI) in the Bureau for Policy and Program Coordination, copies of reports and information products which describe, communicate or organize program/project development assistance activities, methods, technologies, management, research, results and experience as outlined in the Agency's ADS Chapter 540, section E540.5.2b(3). Information may be obtained from the Cognizant Technical Officer (CTO). These reports include: assessments, evaluations, studies, development experience documents, technical reports and annual reports. The Contractor shall also submit to PPC/ CDIE/DI copies of information products including training materials, publications, databases, computer software programs, videos and other intellectual deliverable materials required under the Contract Schedule. Time-sensitive materials such as newsletters, brochures, bulletins or periodic reports covering periods of less than a year are not to be submitted.

## SECTION H

(2) Upon contract completion, the contractor shall submit to PPC/CDIE/DI an index of all reports and information/intellectual products referenced in paragraph (a)(1) of this clause.

(b) Submission requirements.

(1) Distribution. (i) The contractor shall submit contract reports and information/intellectual products (referenced in paragraph (a)(1) of this clause) in electronic format and hard copy (one copy) to U.S. Agency for International Development PPC/CDIE/DI, Attn: ACQUISITIONS, Washington D.C. 20523 at the same time submission is made to the CTO.

(ii) The contractor shall submit the reports index referenced in paragraph (a)(2) of this clause and any reports referenced in paragraph (a)(1) of this clause that have not been previously submitted to PPC/CDIE/DI, within 30 days after completion of the contract to the address cited in paragraph (b)(1)(i) of this clause.

(2) Format. (i) Descriptive information is required for all Contractor products submitted. The title page of all reports and information products shall include the contract number(s), contractor name(s), name of the USUSAID cognizant technical office, the publication or issuance date of the document, document title, author name(s), and strategic objective or activity title and associated number. In addition, all materials submitted in accordance with this clause shall have attached on a separate cover sheet the name, organization, address, telephone number, fax number, and Internet address of the submitting party.

(ii) The hard copy report shall be prepared using non-glossy paper (preferably recycled and white or off-white) using black ink. Elaborate art work, multicolor printing and expensive bindings are not to be used. Whenever possible, pages shall be printed on both sides.

(iii) The electronic document submitted shall consist of only one electronic file which comprises the complete and final equivalent of the hard copy submitted.

(iv) Acceptable software formats for electronic documents include WordPerfect, Microsoft Word, ASCII, and Portable Document Format (PDF). Submission in Portable Document Format is encouraged.

(v) The electronic document submission shall include the following descriptive information:

(A) Name and version of the application software used to create the file, e.g., WordPerfect Version 6.1 or ASCII or PDF.

(B) The format for any graphic and/or image file submitted, e.g., TIFF-compatible.

(C) Any other necessary information, e.g. special backup or data compression routines, software used for storing/retrieving submitted data, or program installation instructions.

### H.4 INSURANCE AND SERVICES

(a) Pursuant to AIDAR 752.228-3 Worker's Compensation Insurance (Defense Base Act); USAID's DBA insurance carrier is:

Rutherford International, Inc.  
5500 Cherokee Avenue, Suite 300  
Alexandria, VA 22312

|                    |  |
|--------------------|--|
| Points of Contact: | E-mail   |
| Diane Proctor      | <a href="mailto:Diane.Proctor@rutherford.com">Diane.Proctor@rutherford.com</a> |
| Taunya Jones       | <a href="mailto:Taunya.Jones@rutherford.com">Taunya.Jones@rutherford.com</a>   |

## **SECTION H**

(703) 813-6503

Hours of Operation are: 8 a.m. to 5 p.m. (EST)  
Telefax: (703) 354-0370  
E-Mail: www.rutherfordord.com

(b) Contractors are required to provide medical evacuation coverage pursuant to AIDAR 752.228-70 Medical Evacuation (MEDEVAC) Services. USAID no longer has a contract for MEDEVAC services. MEDEVAC services costs are allowable as a direct cost.

### **H.5 AUTHORIZED GEOGRAPHIC CODE**

The authorized geographic code for procurement of goods and services under this contract is 935.

### **H.6 NONEXPENDABLE PROPERTY PURCHASES AND INFORMATION TECHNOLOGY RESOURCES**

The Contractor is hereby authorized to purchase the following equipment and/or resources:

TO BE DETERMINED

### **H.7 LOGISTIC SUPPORT**

The Contractor shall be responsible for furnishing all logistical support in Kenya and worldwide (as applicable) to meet the terms and conditions of the contract.

### **H.8 LANGUAGE REQUIREMENTS**

Contractor personnel and/or consultant shall have English language proficiency to perform technical services.

### **H.9 SUBCONTRACTING PLAN AND THE SF 294 – SUBCONTRACTING REPORT FOR INDIVIDUAL CONTRACTS AND SF 295 – SUMMARY CONTRACTING REPORT**

The Contractor's subcontracting plan dated TO BE DETERMINED is hereby incorporated as a material part of this contract.

In accordance with FAR 52.219-9, SF 294 and SF 295 should be forwarded to the following address:

U.S. Agency for International Development  
Office of Small and Disadvantaged Business  
Utilization  
Room 7.08 RRB  
Washington, D.C. 20523

### **H.10 EXECUTIVE ORDER ON TERRORISM FINANCING (FEB 2002)**

## SECTION H

The Contractor is reminded that U.S. Executive Orders and U.S. law prohibits transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of the Contractor to ensure compliance with these Executive Orders and laws. This provision must be included in all subcontracts/subawards issued under this contract.

### H.11 FOREIGN GOVERNMENT DELEGATIONS TO INTERNATIONAL CONFERENCES

Funds in this contract may not be used to finance the travel, per diem, hotel expenses, meals, conference fees or other conference costs for any member of a foreign government's delegation to an international conference sponsored by a public international organization, except as provided in ADS Mandatory Reference "Guidance on Funding Foreign Government Delegations to International Conferences [<http://www.info.usaid.gov/pubs/ads/300/refindx3.htm>] or as approved by the Contracting Officer.

### H.12 REPORTING OF FOREIGN TAXES

(a) Reports. The Contractor must annually submit one annual report by April 16 of the next year.

(b) Contents of Report. The reports must contain: (i) Contractor name. (ii) Contact name with phone, fax and email. (iii) Agreement number(s). (iv) Amount of foreign taxes assessed by a foreign government [each foreign government must be listed separately] on commodity purchase transactions valued at \$500 or more financed with U.S. foreign assistance funds under this agreement during the prior U.S. fiscal year. NOTE: For fiscal year 2003 only, the reporting period is February 20, 2003 through September 30, 2003. (v) Only foreign taxes assessed by the foreign government in the country receiving U.S. assistance is to be reported. Foreign taxes by a third party foreign government are not to be reported. For example, if an assistance program for Lesotho involves the purchase of commodities in South Africa using foreign assistance funds, any taxes imposed by South Africa would not be reported in the report for Lesotho (or South Africa). (vi) Any reimbursements received by the Contractor during the period in (iv) regardless of when the foreign tax was assessed plus, for the interim report, any reimbursements on the taxes reported in (iv) received by the Contractor through October 31 and for the final report, any reimbursements on the taxes reported in (iv) received through March 31. (vii) The final report is an updated cumulative report of the interim report. (viii) Reports are required even if the contractor/recipient did not pay any taxes during the report period. (ix) Cumulative reports may be provided if the contractor/recipient is implementing more than one program in a foreign country.

(c) Definitions. For purposes of this clause: (i) "Agreement" includes USAID direct and country contracts, grants, cooperative agreements and interagency agreements. (ii) "Commodity" means any material, article, supply, goods, or equipment. (iii) "Foreign government" includes any foreign governmental entity. (iv) "Foreign taxes" means value-added taxes and custom duties assessed by a foreign government on a commodity. It does not include foreign sales taxes.

(d) Where. Submit the reports to:

The Controller  
USAID/KENYA  
P. O. Box 629  
00621 Nairobi  
Kenya

(e) Subagreements. The Contractor must include this reporting requirement in all applicable subcontracts, subgrants and other subagreements. (f) For further information see <http://www.state.gov/m/rm/c10443.htm>.

### H.13 INTERNATIONAL TRAVEL APPROVAL

In accordance with the clearance/approval requirements in paragraph (a) of AIDAR 752.7027 Personnel (DEC 1990) (incorporated by reference above) and AIDAR 752.7032 International Travel Approval and Notification Requirements (JAN 1990) (incorporated in section I), the contracting officer hereby provides prior written approval provided that the

contractor obtains CTO's written concurrence with the assignment of individuals outside the United States before the assignment abroad, which must be within the terms of this contract/task order, is subject to availability of funds, and should not be constructed as authorized either to increase the estimated cost or to exceed the obligated amount (see Section B). The contractor shall retain for audit purposes a copy of each travel concurrence.

**H.14 USAID DISABILITY POLICY ACQUISITION (DECEMBER 2004)**

(a) The objectives of the USAID Disability Policy are (1) to enhance the attainment of United States foreign assistance program goals by promoting the participation and equalization of opportunities of individuals with disabilities in USAID policy, country and sector strategies, activity designs and implementation; (2) to increase awareness of issues of people with disabilities both within USAID programs and in host countries; (3) to engage other U.S. government agencies, host country counterparts, governments, implementing organizations and other donors in fostering a climate of nondiscrimination against people with disabilities; and (4) to support international advocacy for people with disabilities. The full text of the policy paper can be found at the following website:  
<http://www.usaid.gov/about/disability/DISABPOL.FIN.html>.

(b) USAID therefore requires that the contractor not discriminate against people with disabilities in the implementation of USAID programs and that it make every effort to comply with the objectives of the USAID Disability Policy in performing this contract. To that end and within the scope of the contract, the contractor's actions must demonstrate a comprehensive and consistent approach for including men, women and children with disabilities."

**H.15 ORGANIZATIONS ELIGIBLE FOR ASSISTANCE (ACQUISITION) (JUNE 2005)**

An organization that is otherwise eligible to receive funds under this contract to prevent, treat, or monitor HIV/AIDS shall not be required to endorse or utilize a multisectoral approach to combating HIV/AIDS, or to endorse, utilize, or participate in a prevention method or treatment program to which the organization has a religious or moral objection.

**H.16 CONDOMS (ACQUISITION) (JUNE 2005)**

Information provided about the use of condoms as part of projects or activities that are funded under this contract shall be medically accurate and shall include the public health benefits and failure rates of such use and shall be consistent with USAID's fact sheet entitled, USAID: HIV/STI Prevention and Condoms. This fact sheet may be accessed at:  
[http://www.usaid.gov/our\\_work/global\\_health/aids/TechAreas/prevention/condomfactsheet.html](http://www.usaid.gov/our_work/global_health/aids/TechAreas/prevention/condomfactsheet.html)

**H.17 PROHIBITION ON THE PROMOTION OR ADVOCACY OF THE LEGALIZATION OR PRACTICE OF PROSTITUTION OR SEX TRAFFICKING (ACQUISITION) (JUNE 2005)**

(a) This contract is authorized under the United States Leadership Against HIV/AIDS, Tuberculosis and Malaria Act of 2003 (P.L. 108-25). This Act enunciates that the U.S. Government is opposed to prostitution and related activities, which are inherently harmful and dehumanizing, and contribute to the phenomenon of trafficking in persons. The contractor shall not use any of the funds made available under this contract to promote or advocate the legalization or practice of prostitution or sex trafficking. Nothing in the preceding sentence shall be construed to preclude the provision to individuals of palliative care, treatment, or post-exposure pharmaceutical prophylaxis, and necessary pharmaceuticals and commodities, including test kits, condoms, and, when proven effective, microbicides.

(b) Except as provided in the second sentence of this paragraph, as a condition of entering into this contract or subcontract, a non-governmental organization or public international organization contractor/subcontractor must have a policy explicitly opposing prostitution and sex trafficking. The following organizations are exempt from this paragraph: the Global Fund to Fight AIDS, Tuberculosis and Malaria; the World Health Organization; the International AIDS Vaccine Initiative; and any United Nations agency.

(c) The following definition applies for purposes of this provision: Sex trafficking means the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act. 22 U.S.C. 7102(9).

(d) The Contractor shall insert this clause in all subcontracts.

(e) Any violation of this clause will result in the immediate termination of this contract by USAID."

**PART II - CONTRACT CLAUSES****SECTION I - CONTRACT CLAUSES****I.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE**

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause. The internet address to view the full text of the FAR is as follows: <http://www.arnet.gov/far/>

| NUMBER    | TITLE  | DATE     |
|-----------|--|----------|
|           | FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)  |          |
| 52.202-1  | DEFINITIONS  | JUL 2004 |
| 52.203-3  | GRATUITIES   | APR 1984 |
| 52.203-5  | COVENANT AGAINST CONTINGENT FEES   | APR 1984 |
| 52.203-6  | RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT  | JUL 1995 |
| 52.203-7  | ANTI-KICKBACK PROCEDURES   | JUL 1995 |
| 52.203-8  | CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY   | JAN 1997 |
| 52.203-10 | PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY   | JAN 1997 |
| 52.203-12 | LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS   | JUN 2003 |
| 52.204-4  | PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER   | AUG 2000 |
| 52.204-7  | CENTRAL CONTRACTOR REGISTRATION  | OCT 2003 |
| 52.209-6  | PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT | JAN 2005 |
| 52.215-2  | AUDIT AND RECORDS--NEGOTIATION   | JUN 1999 |
| 52.215-8  | ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT   | OCT 1997 |
| 52.215-21 | REQUIREMENTS FOR COST AND PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA                                    | OCT 1997 |
| 52.216-7  | ALLOWABLE COST AND PAYMENT ALTERNATE I (FEB 1997)  | FEB 2002 |
| 52.216-8  | FIXED FEE  | MAR 1997 |
| 52.216-24 | LIMITATION OF GOVERNMENT LIABILITY   | APR 1984 |
| 52.216-25 | CONTRACT DEFINITIZATION  | OCT 1997 |
| 52.217-8  | OPTION TO EXTEND SERVICES  | NOV 1999 |
| 52.217-9  | OPTION TO EXTEND THE TERM OF THE CONTRACT  | MAR 2000 |

## SECTION I

|           |  |          |
|-----------|--|----------|
| 52.225-13 | RESTRICTIONS ON CERTAIN FOREIGN PURCHASES  | DEC 2003 |
| 52.227-14 | RIGHTS IN DATA-GENERAL   | JUN 1987 |
| 52.227-16 | ADDITIONAL DATA REQUIREMENTS   | JUN 1987 |
| 52.228-3  | WORKER'S COMPENSATION INSURANCE<br>(DEFENSE BASE ACT)  | APR 1987 |
| 52.228-7  | INSURANCE-LIABILITY TO THIRD PERSONS   | MAR 1996 |
| 52.229-8  | TAXES-FOREIGN COST-REIMBURSEMENT<br>CONTRACTS  | MAR 1990 |
| 52.230-2  | COST ACCOUNTING STANDARDS  | APR 1998 |
| 52.230-3  | DISCLOSURE AND CONSISTENCY OF COST<br>ACCOUNTING PRACTICES   | APR 1998 |
| 52.230-4  | CONSISTENCY IN COST ACCOUNTING PRACTICES   | AUG 1992 |
| 52.230-6  | ADMINISTRATION OF COST ACCOUNTING<br>STANDARDS   | NOV 1999 |
| 52.232-17 | INTEREST   | JUN 1996 |
| 52.232-18 | AVAILABILITY OF FUNDS  | APR 1984 |
| 52.232-22 | LIMITATION OF FUNDS  | APR 1984 |
| 52.232-23 | ASSIGNMENT OF CLAIMS   | JAN 1986 |
| 52.232-25 | PROMPT PAYMENT   | OCT 2003 |
| 52.232-34 | PAYMENT BY ELECTRONIC FUNDS TRANSFER-<br>OTHER THAN CENTRAL CONTRACTOR<br>REGISTRATION               | MAY 1999 |
| 52.233-3  | PROTEST AFTER AWARD<br>ALTERNATE I (JUN 1985)  | AUG 1996 |
| 52.233-4  | APPLICABLE LAW FOR BREACH OF CONTRACT<br>CLAIM   | OCT 2004 |
| 52.242-1  | NOTICE OF INTENT TO DISALLOW COSTS   | APR 1984 |
| 52.242-3  | PENALTIES FOR UNALLOWABLE COSTS  | MAY 2001 |
| 52.242-4  | CERTIFICATION OF FINAL INDIRECT COSTS  | JAN 1997 |
| 52.242-13 | BANKRUPTCY   | JUL 1995 |
| 52.243-2  | CHANGES--COST-REIMBURSEMENT<br>ALTERNATE III (APR 1984)  | AUG 1987 |
| 52.243-6  | CHANGE ORDER ACCOUNTING  | APR 1984 |
| 52.244-2  | SUBCONTRACTS<br>ALTERNATE II (AUG 1998)  | AUG 1998 |
| 52.244-5  | COMPETITION IN SUBCONTRACTING  | DEC 1996 |
| 52.244-6  | SUBCONTRACTS FOR COMMERCIAL ITEMS  | DEC 2004 |
| 52.246-25 | LIMITATION OF LIABILITY-SERVICES   | FEB 1997 |
| 52.247-67 | SUBMISSION OF COMMERCIAL TRANSPORTATION<br>BILLS TO THE GENERAL SERVICES<br>ADMINISTRATION FOR AUDIT | JUN 1997 |
| 52.249-6  | TERMINATION (COST-REIMBURSEMENT)<br>ALTERNATE I (SEP 1996)   | SEP 1996 |
| 52.249-14 | EXCUSABLE DELAYS   | APR 1984 |
| 52.253-1  | COMPUTER GENERATED FORMS   | JAN 1991 |

## U.S. AGENCY FOR INTERNATIONAL DEVELOPMENT ACQUISITION REGULATIONS

|            |   |          |
|------------|---|----------|
| 752.202-1  | DEFINITIONS                                 |          |
| 752.211-70 | LANGUAGE AND MEASUREMENT                    | JUN 1992 |
| 752.225-70 | SOURCE, ORIGIN AND NATIONALITY REQUIREMENTS | FEB 1997 |
| 752.225-71 | LOCAL PROCUREMENT                           | FEB 1997 |
| 752.228-70 | MEDICAL EVACUATION (MEDVAC) SERVICES        | MAR 1993 |
| 752.242-71 | TITLE TO AND CARE OF PROPERTY               | APR 1984 |

|          |   |          |
|----------|---|----------|
| 752.7001 | BIOGRAPHICAL DATA                               | JUL 1997 |
| 752.7002 | TRAVEL AND TRANSPORTATION                       | JAN 1990 |
| 752.7006 | NOTICES   | APR 1984 |
| 752.7007 | PERSONNEL COMPENSATION                          | JUL 1996 |
| 752.7008 | USE OF GOVERNMENT FACILITIES OR<br>PERSONNEL    | APR 1984 |
| 752.7010 | CONVERSION OF U.S. DOLLARS TO LOCAL<br>CURRENCY | APR 1984 |
| 752.7011 | ORIENTATION AND LANGUAGE TRAINING               | APR 1984 |
| 752.7013 | CONTRACTOR-MISSION RELATIONSHIPS                | OCT 1989 |
| 752.7014 | NOTICE OF CHANGES IN TRAVEL REGULATIONS         | JAN 1990 |
| 752.7015 | USE OF POUCH FACILITIES                         | JUL 1997 |
| 752.7025 | APPROVALS                                       | APR 1984 |
| 752.7028 | DIFFERENTIALS AND ALLOWANCES                    | JUL 1996 |
| 752.7029 | POST PRIVILEGES                                 | JUL 1993 |
| 752.7033 | PHYSICAL FITNESS                                | JUL 1997 |

**I.3 52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)**

(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed \$0 or the overtime premium is paid for work--

(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;

(2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;

(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or

(4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall--

(1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;

(2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;

(3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and

(4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

**I.4 52.222-50 COMBATING TRAFFICKING IN PERSONS (AUG 2007)**

(a) *Definitions.* As used in this clause—

“Coercion” means—

(1) Threats of serious harm to or physical restraint against any person;

(2) Any scheme, plan, or pattern intended to cause a person to believe that failure to perform an act would result in serious harm to or physical restraint against any person; or

(3) The abuse or threatened abuse of the legal process.

“Commercial sex act” means any sex act on account of which anything of value is given to or received by any person.

“Debt bondage” means the status or condition of a debtor arising from a pledge by the debtor of his or her personal services or of those of a person under his or her control as a security for debt, if the value of those services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of those services are not respectively limited and defined.

“Employee” means an employee of the Contractor directly engaged in the performance of work under the contract who has other than a minimal impact or involvement in contract performance.

“Involuntary servitude” includes a condition of servitude induced by means of—

(1) Any scheme, plan, or pattern intended to cause a person to believe that, if the person did not enter into or continue in such conditions, that person or another person would suffer serious harm or physical restraint; or

(2) The abuse or threatened abuse of the legal process.

“Severe forms of trafficking in persons” means—

(1) Sex trafficking in which a commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age; or

(2) The recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

“Sex trafficking” means the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act.

(b) *Policy.* The United States Government has adopted a zero tolerance policy regarding trafficking in persons. Contractors and contractor employees shall not—

(1) Engage in severe forms of trafficking in persons during the period of performance of the contract;

(2) Procure commercial sex acts during the period of performance of the contract; or

(3) Use forced labor in the performance of the contract.

(c) *Contractor requirements.* The Contractor shall—

(1) Notify its employees of—

(i) The United States Government’s zero tolerance policy described in paragraph (b) of this clause; and

(ii) The actions that will be taken against employees for violations of this policy. Such actions may include, but are not limited to, removal from the contract, reduction in benefits, or termination of employment; and

(2) Take appropriate action, up to and including termination, against employees or subcontractors that violate the policy in paragraph (b) of this clause.

(d) *Notification.* The Contractor shall inform the Contracting Officer immediately of—

(1) Any information it receives from any source (including host country law enforcement) that alleges a Contractor employee, subcontractor, or subcontractor employee has engaged in conduct that violates this policy; and

(2) Any actions taken against Contractor employees, subcontractors, or subcontractor employees pursuant to this clause.

(e) Remedies. In addition to other remedies available to the Government, the Contractor’s failure to comply with the requirements of paragraphs (c), (d), or (f) of this clause may render the Contractor subject to—

(1) Required removal of a Contractor employee or employees from the performance of the contract;

(2) Required subcontractor termination;

(3) Suspension of contract payments;

(4) Loss of award fee, consistent with the award fee plan, for the performance period in which the Government determined Contractor non-compliance;

(5) Termination of the contract for default or cause, in accordance with the termination clause of this contract; or

(6) Suspension or debarment.

(f) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (f), in all subcontracts.

Alternate I (Aug 2007). As prescribed in 22.1705(b), substitute the following paragraph in place of paragraph (c)(1)(i) of the basic clause:

(i)(A) The United States Government’s zero tolerance policy described in paragraph (b) of this clause; and

(B) The following directive(s) or notice(s) applicable to employees performing work at the contract place(s) of performance as indicated below:

| Document Title   | Document may be obtained from:  | Applies performance to in/at: |
|--|---|-------------------------------|
| Victims of Trafficking and Violence Protection Act of 2000 | <a href="http://www.state.gov/g/tip/rls/tiprpt/2007/">http://www.state.gov/g/tip/rls/tiprpt/2007/</a> | Worldwide                     |
| Trafficking in Persons Report                              | <a href="http://www.state.gov/g/tip/rls/tiprpt/">http://www.state.gov/g/tip/rls/tiprpt/</a>           | Worldwide                     |

**I.5 52.225-17 EVALUATION OF FOREIGN CURRENCY OFFERS (FEB 2000)**

The source of any currency exchange rate is found at <http://www.exchangerate.com/>

**I.6 52.229-8 TAXES--FOREIGN COST-REIMBURSEMENT CONTRACTS (MAR 1990)**

(a) Any tax or duty from which the United States Government is exempt by agreement with the Government of Kenya, or from which the Contractor or any subcontractor under this contract is exempt under the laws of Kenya, shall not constitute an allowable cost under this contract.

(b) If the Contractor or subcontractor under this contract obtains a foreign tax credit that reduces its U.S. Federal income tax liability under the United States Internal Revenue Code (Title 28, U.S.C.) because of the payment of any tax or duty that was reimbursed under this contract, the amount of the reduction shall be paid or credited at the time of such offset to the Government of the United States as the Contracting Officer directs.

**I.7 52.232-25 PROMPT PAYMENT (OCT 2003)**

Notwithstanding any other payment clause in this contract, the Government will make invoice payments under the terms and conditions specified in this clause. The Government considers payment as being made on the day a check is dated or the date of an electronic funds transfer (EFT). Definitions of pertinent terms are set forth in sections 2.101, 32.001, and 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see paragraph (a)(4) of this clause concerning payments due on Saturdays, Sundays, and legal holidays.)

(a) Invoice payments--

(1) Due date.

(i) Except as indicated in paragraphs (a)(2) and (c) of this clause, the due date for making invoice payments by the designated payment office is the later of the following two events:

(A) The 30th day after the designated billing office receives a proper invoice from the Contractor (except as provided in paragraph (a)(1)(ii) of this clause).

(B) The 30th day after Government acceptance of supplies delivered or services performed. For a final invoice, when the payment amount is subject to contract settlement actions, acceptance is deemed to occur on the effective date of the contract settlement.

(ii) If the designated billing office fails to annotate the invoice with the actual date of receipt at the time of receipt, the invoice payment due date is the 30th day after the date of the Contractor's invoice, provided the designated billing office receives a proper invoice and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(2) Certain food products and other payments.

(i) Due dates on Contractor invoices for meat, meat food products, or fish; perishable agricultural commodities; and dairy products, edible fats or oils, and food products prepared from edible fats or oils are--

(A) For meat or meat food products, as defined in section 2(a)(3) of the Packers and Stockyard Act of 1921 (7 U.S.C. 182(3)), and as further defined in Pub. L. 98-181, including any edible fresh or frozen poultry meat, any perishable poultry meat food product, fresh eggs, and any perishable egg product, as close as possible to, but not later than, the 7th day after product delivery.

(B) For fresh or frozen fish, as defined in section 204(3) of the Fish and Seafood Promotion Act of 1986 (16 U.S.C. 4003(3)), as close as possible to, but not later than, the 7th day after product delivery.

(C) For perishable agricultural commodities, as defined in section 1(4) of the Perishable Agricultural Commodities Act of 1930 (7 U.S.C. 499a(4)), as close as possible to, but not later than, the 10th day after product delivery, unless another date is specified in the contract.

(D) For dairy products, as defined in section 111(e) of the Dairy Production Stabilization Act of 1983 (7 U.S.C. 4502(e)), edible fats or oils, and food products prepared from edible fats or oils, as close as possible to, but not later than, the 10th day after the date on which a proper invoice has been received. Liquid milk, cheese, certain processed cheese products, butter, yogurt, ice cream, mayonnaise, salad dressings, and other similar products, fall within this classification. Nothing in the Act limits this classification to refrigerated products. When questions arise regarding the proper classification of a specific product, prevailing industry practices will be followed in specifying a contract payment due

date. The burden of proof that a classification of a specific product is, in fact, prevailing industry practice is upon the Contractor making the representation.

(ii) If the contract does not require submission of an invoice for payment (e.g., periodic lease payments), the due date will be as specified in the contract.

(3) Contractor's invoice. The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in paragraphs (a)(3)(i) through (a)(3)(x) of this clause. If the invoice does not comply with these requirements, the designated billing office will return it within 7 days after receipt (3 days for meat, meat food products, or fish; 5 days for perishable agricultural commodities, dairy products, edible fats or oils, and food products prepared from edible fats or oils), with the reasons why it is not a proper invoice. The Government will take into account untimely notification when computing any interest penalty owed the Contractor.

(i) Name and address of the Contractor.

(ii) Invoice date and invoice number. (The Contractor should date invoices as close as possible to the date of the mailing or transmission.)

(iii) Contract number or other authorization for supplies delivered or services performed (including order number and contract line item number).

(iv) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.

(v) Shipping and payment terms (e.g., shipment number and date of shipment, discount for prompt payment terms). Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

(vii) Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice.

(viii) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(ix) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision (e.g., 52.232-38, Submission of Electronic Funds Transfer Information with Offer), contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(x) Any other information or documentation required by the contract (e.g., evidence of shipment).

(4) Interest penalty. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if payment is not made by the due date and the conditions listed in paragraphs (a)(4)(i) through (a)(4)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday, the designated payment office may make payment on the following working day without incurring a late payment interest penalty.

(i) The designated billing office received a proper invoice.

(ii) The Government processed a receiving report or other Government documentation authorizing payment, and there was no disagreement over quantity, quality, or Contractor compliance with any contract term or condition.

(iii) In the case of a final invoice for any balance of funds due the Contractor for supplies delivered or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

(5) Computing penalty amount. The Government will compute the interest penalty in accordance with the Office of Management and Budget prompt payment regulations at 5 CFR part 1315.

(i) For the sole purpose of computing an interest penalty that might be due the Contractor, Government acceptance is deemed to occur constructively on the 7th day (unless otherwise specified in this contract) after the Contractor delivers the supplies or performs the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. If actual acceptance occurs within the constructive acceptance period, the Government will base the determination of an interest penalty on the actual date of acceptance. The constructive acceptance requirement does not, however, compel Government officials to accept supplies or services, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(ii) The prompt payment regulations at 5 CFR 1315.10(c) do not require the Government to pay interest penalties if payment delays are due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance, or on amounts temporarily withheld or retained in accordance with the terms of the contract. The Government and the Contractor shall resolve claims involving disputes and any interest that may be payable in accordance with the clause at FAR 52.233-1, Disputes.

(6) Discounts for prompt payment. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if the Government takes a discount for prompt payment improperly. The Government will calculate the interest penalty in accordance with the prompt payment regulations at 5 CFR part 1315.

(7) Additional interest penalty.

(i) The designated payment office will pay a penalty amount, calculated in accordance with the prompt payment regulations at 5 CFR part 1315 in addition to the interest penalty amount only if--

(A) The Government owes an interest penalty of \$1 or more;

(B) The designated payment office does not pay the interest penalty within 10 days after the date the invoice amount is paid; and

(C) The Contractor makes a written demand to the designated payment office for additional penalty payment, in accordance with paragraph (a)(7)(ii) of this clause, postmarked not later than 40 days after the invoice amount is paid.

(ii)(A) The Contractor shall support written demands for additional penalty payments with the following data. The Government will not request any additional data. The Contractor shall--

(1) Specifically assert that late payment interest is due under a specific invoice, and request payment of all overdue late payment interest penalty and such additional penalty as may be required;

(2) Attach a copy of the invoice on which the unpaid late payment interest is due; and

(3) State that payment of the principal has been received, including the date of receipt.

(B) If there is no postmark or the postmark is illegible--

(1) The designated payment office that receives the demand will annotate it with the date of receipt, provided the demand is received on or before the 40th day after payment was made; or

(2) If the designated payment office fails to make the required annotation, the Government will determine the demand's validity based on the date the Contractor has placed on the demand, provided such date is no later than the 40th day after payment was made.

(iii) The additional penalty does not apply to payments regulated by other Government regulations (e.g., payments under utility contracts subject to tariffs and regulation).

(b) Contract financing payment. If this contract provides for contract financing, the Government will make contract financing payments in accordance with the applicable contract financing clause.

(c) Fast payment procedure due dates. If this contract contains the clause at 52.213-1, Fast Payment Procedure, payments will be made within 15 days after the date of receipt of the invoice.

(d) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

**I.8 52.236-1 PERFORMANCE OF WORK BY THE CONTRACTOR (APR 1984)**

The Contractor shall perform on the site, and with its own organization, work equivalent to at least [to be proposed] percent of the total amount of work to be performed under the contract. This percentage may be reduced by a supplemental agreement to this contract if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the Government.

**I.9 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

- <http://arnet.gov/far/>
- <http://www.usaid.gov/business/regulations/>

**I.10 52.252-4 ALTERATIONS IN CONTRACT (APR 1984)**

Portions of this contract are altered as follows: n/a

**I.11 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)**

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any AIDAR (48 CFR Chapter FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

AIDAR 752.242-70 Periodic Progress Reports

See Contract Information Bulletin (CIB) 98-21.

## **I.12 AIDAR 752.7005 - SUBMISSION REQUIREMENTS FOR DEVELOPMENT EXPERIENCE DOCUMENTS (JAN 2004)**

(a) Contract Reports and Information/Intellectual Products.

(1) The Contractor shall submit to USAID's Development Experience Clearinghouse (DEC) copies of reports and information products which describe, communicate or organize program/project development assistance activities, methods, technologies, management, research, results and experience as outlined in the Agency's ADS Chapter 540. Information may be obtained from the Cognizant Technical Officer (CTO). These reports include: assessments, evaluations, studies, development experience documents, technical reports and annual reports. The Contractor shall also submit to copies of information products including training materials, publications, databases, computer software programs, videos and other intellectual deliverable materials required under the Contract Schedule. Time-sensitive materials such as newsletters, brochures, bulletins or periodic reports covering periods of less than a year are not to be submitted.

(2) Upon contract completion, the contractor shall submit to DEC an index of all reports and information/intellectual products referenced in paragraph (a)(1) of this clause.

(b) Submission requirements.

(1) Distribution. (i) At the same time submission is made to the CTO, the contractor shall submit, one copy each, of 3 contract reports and information/intellectual products (referenced in paragraph (a)(1) of this clause) in either electronic (preferred) or paper form to one of the following: (A) Via E-mail: [docsubmit@dec.edie.org](mailto:docsubmit@dec.edie.org) ; (B) Via U.S. Postal Service: Development Experience Clearinghouse, 8403 Colesville Road, Suite 210, Silver Spring, MD 20910, USA; (C) Via Fax: (301) 588-7787; or (D) Online: <http://www.dec.org/index.cfm?fuseaction=docSubmit.home> .

(ii) The contractor shall submit the reports index referenced in paragraph (a)(2) of this clause and any reports referenced in paragraph (a)(1) of this clause that have not been previously submitted to DEC, within 30 days after completion of the contract to one of the address cited in paragraph (b)(1)(i) of this clause.

(2) Format. (i) Descriptive information is required for all Contractor products submitted. The title page of all reports and information products shall include the contract number(s), contractor name(s), name of the USAID cognizant technical office, the publication or issuance date of the document, document title, author name(s), and strategic objective or activity title and associated number. In addition, all materials submitted in accordance with this clause shall have attached on a separate cover sheet the name, organization, address, telephone number, fax number, and Internet address of the submitting party.

(ii) The report in paper form shall be prepared using non-glossy paper (preferably recycled and white or off-white) using black ink. Elaborate art work, multicolor printing and expensive bindings are not to be used. Whenever possible, pages shall be printed on both sides.

(iii) The electronic document submitted shall consist of only one electronic file which comprises the complete and final equivalent of the paper copy.

(iv) Acceptable software formats for electronic documents include WordPerfect, Microsoft Word, and Portable Document Format (PDF). Submission in PDF is encouraged.

(v) The electronic document submission shall include the following descriptive information:

(A) Name and version of the application software used to create the file, e.g., WordPerfect Version 9.0 or Acrobat Version 5.0.

(B) The format for any graphic and/or image file submitted, e.g., TIFF-compatible.

(C) Any other necessary information, e.g. special backup or data compression routines, software used for storing/retrieving submitted data, or program installation instructions.

## **I.13 INTERNATIONAL TRAVEL APPROVAL AND NOTIFICATION REQUIREMENTS**

If budgeted in the contract, only prior written approval by the Cognizant Technical Officer (CTO) is required for all international travel directly and identifiably funded by USAID under this contract. The contractor must obtain prior written approval from the Contracting officer to incur unbudgeted travel cost (expenses) as with any other cost. The Contractor shall therefore present to the CTO an itinerary for each planned international trip, showing the name of the traveler, purpose of the trip, origin/destination (and intervening stops), and dates of travel, as far in advanced of the proposed travel as possible, but in no event less than three weeks before travel is planned to commence. The CTO's prior written approval may be in the form of a letter, email, telegram or similar device or may be specifically incorporated into the schedule of the contract. At least one week prior to commencement of approved international travel, the Contractor shall notify the cognizant Mission, with a copy to the Contracting Officer, of planned travel, identifying the travelers and the dates and times of arrival.

**I.14 COMMUNICATIONS PRODUCTS (OCT 1994)**

(a) Definition - Communications products are any printed materials (other than non-color photocopy material), photographic services or video production services.

(b) Standards - USAID has established standards for communications products. These standards must be followed unless otherwise specifically provided in the contract or approved in writing by the contracting officer. A copy of the standards for USAID financed publications and video productions is attached.

(c) Communications products which meet any of the following criteria are not eligible for USAID financing under this agreement unless specifically authorized in the contract or in writing by the contracting officer:

(1) All communications materials funded by operating expense account funds;

(2) Any communication products costing over \$25,000, including the costs of both preparation and execution. For example, in the case of a publication, the costs will include research, writing and other editorial services (including any associated overhead), design, layout and production costs.

(3) Any communication products that will be sent directly to, or likely to be seen by, a Member of Congress or Congressional staffer; and

(4) Any publication that will have more than 50 percent of its copies distributed in the United States (excluding copies provided to CDIE and other USAID/W offices for internal use.

(d) The initial proposal must provide a separate estimate of the cost of every communications product as defined in paragraph (a) above [not just those which meet the criteria in paragraph (c)] which is anticipated under the contract. Each estimate must include all of the costs associated with preparation and execution of the product. Any subsequent request for approval of a covered communication product must provide the same type of cost information.

**PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS**

**SECTION J - LIST OF ATTACHMENTS**

| ATTACHMENT<br>NUMBER | TITLE   | DATE | NO.<br>PAGES |
|----------------------|---|------|--------------|
| ATTACHMENT 1         | IDENTIFICATION OF PRINCIPAL GEOGRAPHIC CODE NUMBERS     |      | 1            |
| ATTACHMENT 2         | USAID FORM 1420-17 - CONTRACTOR BIOGRAPHICAL DATA SHEET |      | 1            |
| ATTACHMENT 3         | SF LLL - DISCLOSURE OF LOBBYING ACTIVITIES              |      | 1            |
| ATTACHMENT 4         | CERTIFICATE OF CURRENT COST AND PRICING DATA            |      | 1            |

**PART IV - REPRESENTATIONS AND INSTRUCTIONS**

**SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS**

**K.1 NOTICE LISTING SOLICITATION PROVISIONS INCORPORATED BY REFERENCE**

The following solicitation provisions pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the FAR provision at FAR "52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE" in Section L of this solicitation. See FAR 52.252-1 for an internet address (if specified) for electronic access to the full text of a provision.

| NUMBER    | TITLE   | DATE     |
|-----------|---|----------|
| 52.203-11 | CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS | APR 1991 |

**K.2 52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)**

(a) Definitions.

Common parent, as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

Taxpayer Identification Number (TIN), as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

[ ] TIN: \_\_\_\_\_

[ ] TIN has been applied for.

TIN is not required because:

Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR 1.6049-4;

Other \_\_\_\_\_

(f) Common parent.

Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

Name and TIN of common parent:

Name \_\_\_\_\_

TIN \_\_\_\_\_

**K.3 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (APR 2001)**

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

(i) The Offeror and/or any of its Principals -

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

(B) Have  have not , within a 3-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes

relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion or receiving stolen property; and

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

(D) Have  have not , within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(E) Are  are not  presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(D) of this provision.

(ii) The Offeror has  has not , within a 3-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

**THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.**

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

**K.4 52.215-6 PLACE OF PERFORMANCE (OCT 1997)**

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation,  intends,  does not intend [check applicable block] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.



small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: \_\_\_\_\_.]

(3) Address. The offeror represents that its address [ ]\_is, [ ] is not in a region for which a small disadvantaged business procurement mechanism is authorized and its address has not changed since its certification as a small disadvantaged business concern or submission of its application for certification. The list of authorized small disadvantaged business procurement mechanisms and regions is posted at <http://www.arnet.gov/References/sdbadjustments.htm>. The offeror shall use the list in effect on the date of this solicitation. "Address," as used in this provision, means the address of the offeror as listed on the Small Business Administrations register of small disadvantaged business concerns or the address on the completed application that the concern has submitted to the Small Business Administration or a Private Certifier in accordance with 13 CFR part 124, subpart B. For joint ventures, "address" refers to the address of the small disadvantaged business concern that is participating in the joint venture.

(c) Penalties and Remedies. Anyone who misrepresents any aspects of the disadvantaged status of a concern for the purposes of securing a contract or subcontract shall:

- (1) Be punished by imposition of a fine, imprisonment, or both;
- (2) Be subject to administrative remedies, including suspension and debarment; and
- (3) Be ineligible for participation in programs conducted under the authority of the Small Business Act.

**K.6 52.222-18 CERTIFICATION REGARDING KNOWLEDGE OF CHILD LABOR FOR LISTED END PRODUCTS (FEB 2001)**

(a) Definition.

Forced or indentured child labor means all work or service--

- (1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
- (2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

(b) Listed end products. The following end product(s) being acquired under this solicitation is (are) included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, identified by their country of origin. There is a reasonable basis to believe that listed endproducts from the listed countries of origin may have been mined, produced, or manufactured by forced or indentured child labor.

Listed End Product

Listed Countries of Origin

(c) Certification. The Government will not make award to an offeror unless the offeror, by checking the appropriate block, certifies to either paragraph (c)(1) or paragraph (c)(2) of this provision.

[ ] (1) The offeror will not supply any end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in a corresponding country as listed for that end product.

[ ] (2) The offeror may supply an end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture such end product. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

**K.7 52.227-15 STATEMENT OF LIMITED RIGHTS DATA AND RESTRICTED COMPUTER SOFTWARE (MAY 1999)**

(a) This solicitation sets forth the work to be performed if a contract award results, and the Government's known delivery requirements for data (as defined in FAR 27.401). Any resulting contract may also provide the Government the option to order additional data under the Additional Data Requirements clause at 52.227-16 of the FAR, if included in the contract. Any data delivered under the resulting contract will be subject to the Rights in Data--General clause at 52.227-14 that is to be included in this contract. Under the latter clause, a Contractor may withhold from delivery data that qualify as limited rights data or restricted computer software, and deliver form, fit, and function data in lieu thereof. The latter clause also may be used with its Alternates II and/or III to obtain delivery of limited rights data or restricted computer software, marked with limited rights or restricted rights notices, as appropriate. In addition, use of Alternate V with this latter clause provides the Government the right to inspect such data at the Contractor's facility.

(b) As an aid in determining the Government's need to include Alternate II or Alternate III in the clause at 52.227-14, Rights in Data--General, the offeror shall complete paragraph (c) of this provision to either state that none of the data qualify as limited rights data or restricted computer software, or identify, to the extent feasible, which of the data qualifies as limited rights data or restricted computer software. Any identification of limited rights data or restricted computer software in the offeror's response is not determinative of the status of such data should a contract be awarded to the offeror.

(c) The offeror has reviewed the requirements for the delivery of data or software and states [offeror check appropriate block]--

[ ] None of the data proposed for fulfilling such requirements qualifies as limited rights data or restricted computer software.

[ ] Data proposed for fulfilling such requirements qualify as limited rights data or restricted computer software and are identified as follows:

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

Note: "Limited rights data" and "Restricted computer software" are defined in the contract clause entitled "Rights in Data--General."

**K.8 52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (JUNE 2000)**

NOTE:

This notice does not apply to small businesses or foreign governments.

This notice is in three parts, identified by Roman numerals I through III.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

**I. DISCLOSURE STATEMENT-COST ACCOUNTING PRACTICES AND CERTIFICATION**

(a) Any contract in excess of \$500,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR, Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

CAUTION: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

[ ] (1) Certificate of Concurrent Submission of Disclosure Statement. The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows: (i) original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable, and (ii) one copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement:

Name and Address of Cognizant ACO or Federal Official Where Filed:

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The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

(2) Certificate of Previously Submitted Disclosure Statement. The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement:

Name and Address of Cognizant ACO or Federal Official Where Filed:

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

(3) Certificate of Monetary Exemption. The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling \$50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

(4) Certificate of Interim Exemption. The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraphs (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

CAUTION: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90 day period following the cost accounting period in which the monetary exemption was exceeded.

II. COST ACCOUNTING STANDARDS--ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE

If the offeror is eligible to use the modified provisions of 48 CFR subpart 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201- 2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

CAUTION: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$50 million or more.

III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

YES             NO

**K.9 INSURANCE - IMMUNITY FROM TORT LIABILITY**

The offeror represents that it  is,  is not a State agency or charitable institution, and that it  is not immune,  is partially immune,  is totally immune from tort liability to third persons.

**K.10 AGREEMENT ON, OR EXCEPTIONS TO, TERMS AND CONDITIONS**

The Offeror has reviewed the solicitation (Sections B through J of which will become the contract) and  agrees to the terms and conditions set forth therein; or  has the following exceptions (continue on a separate attachment page, if necessary):

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

**K.11 COMPLIANCE WITH VETERANS EMPLOYMENT REPORTING REQUIREMENTS**

(a) The Offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d)(i.e., the VETS-100 report required by the Federal Acquisition Regulation clause 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era), it has  has not  submitted the most recent report required by 38 U.S.C. 4212(d).

(b) An Offeror who checks "has not" may not be awarded a contract until the required reports are filed. (31 U.S.C. 1354)

**K.12 SIGNATURE**

By signature hereon, or on an offer incorporating these Representations, Certifications, and Other Statements of Offerors, the offeror certifies that they are accurate, current, and complete, and that the offeror is aware of the penalty prescribed in 18 U.S.C. 1001 for making false statements in offers.

Solicitation No. \_\_\_\_\_

Offer/Proposal No. \_\_\_\_\_

Date of Offer \_\_\_\_\_

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

Typed Name and Title \_\_\_\_\_

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

**SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS****L.1 NOTICE LISTING SOLICITATION PROVISIONS INCORPORATED BY REFERENCE**

The following solicitation provisions pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the FAR provision at FAR "52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE" in Section L of this solicitation. See FAR 52.252-1 for an internet address (if specified) for electronic access to the full text of a provision.

| NUMBER    | TITLE  | DATE     |
|-----------|--|----------|
| 52.215-1  | INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION<br>ALTERNATE I (OCT 1997)  | MAR 2001 |
| 52.215-1  | INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION<br>ALTERNATE II (OCT 1997) | MAR 2001 |
| 52.215-16 | FACILITIES CAPITAL COST OF MONEY   | OCT 1997 |

**L.2 52.216-1 TYPE OF CONTRACT (APR 1984)**

The Government contemplates award of a (Cost Plus Award Fee) completion contract resulting from this solicitation.

**L.3 52.233-2 SERVICE OF PROTEST (AUG 1996)**

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Hand carried to:

Christopher D. O'Donnell  
Regional Contracting Officer  
USAID/East Africa  
c/o American Embassy  
United Nations Avenue  
Gigiri  
Nairobi, Kenya

Mailing Address:

Christopher D. O'Donnell  
Regional Contracting Officer

USAID/East Africa  
c/o American Embassy  
United Nations Avenue  
Gigiri  
Nairobi, Kenya

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

#### **L.4 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://arnet.gov/far/>

#### **L.5 GENERAL INSTRUCTIONS TO OFFERORS**

(a) The offeror should submit the proposal either

(i) electronically - internet email with up to attachments (2MB limit) per email compatible with MS WORD, Excel, Lotus 123 and/or WordPerfect in a MS Windows environment. Only those pages requiring original manual signatures should be sent via facsimile. (Facsimile of the entire proposal is not authorized); or

(ii) via regular mail - sending paper copies of a technical proposal and one original and copies of a cost proposal, however the issuing office receives regular international mail only once a week. All mail is subject to US Embassy electronic imagery scanning methods, physical inspection, and is not date and time stamped prior to receipt by USAID and the Contracting Officer; or

(iii) hand delivery (including commercial courier) of paper copies of a technical proposal and one original and copies of a cost proposal to the issuing office.

(iv) Regardless of the method used 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.

(b) Submission of Alternate Proposals

All offerors shall submit a proposal directly responsive to the terms and conditions of this RFP. If an offeror chooses to submit an alternative proposal, they must, at the same time, submit a proposal directly responsive hereto for any alternate to even be considered.

(c) Government Obligation

The US Government is not obligated to make an award or to pay for any costs incurred by the offeror in preparation of a proposal in response hereto.

**L.6 INSTRUCTIONS FOR THE PREPARATION OF THE TECHNICAL PROPOSAL**

(a) The Technical Proposal in response to this solicitation should address how the offeror intends to carry out the Statement of Work contained in Section C. It should also contain a clear understanding of the work to be undertaken and the responsibilities of all parties involved. The technical proposal should be organized by the technical evaluation criteria listed in Section M.

(b) The past performance references required by this section shall be included as an annex or attachment of the technical proposal.

(c) Detailed information should be presented only when required by specific RFP instructions. Proposals are limited to 40 pages, **OVER 40 PAGES WILL NOT BE EVALUATED**, and shall be written in English and typed on standard 8 1/2" x 11" paper (210 mm by 297mm paper), single spaced, 10 characters per inch with each page numbered consecutively. Items such as graphs, charts, cover pages, dividers, table of contents, and attachments (i.e. key personnel resumes, reply to case studies, table summarizing qualifications of proposed personnel, past performance summary table and past performance report forms) are not included in the 40-page limitation.

(d) The technical proposal should, at a minimum, include the following:

- A detailed description of the technical approach to be employed;
- A Level of Effort and/or Workdays Ordered estimate for all personnel proposed;
- Resumes and letters of commitment for key personnel identified under section C, and any additional expatriate technical advisor positions proposed;
- Detailed implementation plans (Workplan) providing exact dates for the performance period and submission of the deliverables;
- References/ Past Performance.

**L.7 INSTRUCTIONS REGARDING KEY PERSONNEL**

The contract proposed by this solicitation includes a key personnel clause, and the quality of key personnel proposed will be an evaluation factor. The offeror must include as part of its proposal a statement signed by each person proposed as key personnel confirming their present intention to serve in the stated position and their present availability to serve for the term of the proposed contract.

**L.8 INSTRUCTIONS FOR THE PREPARATION OF THE COST PROPOSAL**

(a) The offeror shall provide a detailed cost proposal for the performance of the entire five-year contract (Basic period and option year one and option year two). Cost figures should be provided for each line item proposed. Supporting information should be provided in sufficient detail to allow a complete cost realism, allocability and reasonableness analysis of each line item cost. This is to include a complete breakdown of the cost elements associated with each line item and those cost associated with any proposed subcontract.

(b) If the contractor is a joint venture or partnership, the cost proposal must include a copy of the

agreement between the parties to the joint venture/partnership. The agreement shall include a full discussion of the relationship between the firms including identification of the firm which will have responsibility for negotiation of the contract, which firm will have accounting responsibility, how work will be allocated, overhead calculated, and profit shared, and the express agreement of the principals thereto to be held jointly and severally liable for the acts or omissions of the other.

(c) Detail of the offeror's management structure as it relates to performance of services described in Section C.

(d) The representations and certifications, as set forth in Section K of this solicitation, with the last page signed. This should be completed by subcontractors as well.

(e) Audited balance sheets and profit and loss statements, or if not available, returns as submitted to Federal Tax authorities for the offeror's last two complete fiscal years and for the current fiscal year as of 30 days prior to proposal submission. (The balance sheets and profit and loss statements for the current fiscal year may be unaudited.) The profit and loss statements should include details of the total cost of services sold, and be annotated by either the auditor or offeror to delineate the offeror's indirect expense pool(s) and customary indirect cost distribution base(s).

(f) Completed and signed Contractor Employee Biographical Sheet for each personnel proposed.

(g) Indirect costs supported with a Negotiated Indirect Cost Rate Agreement (NICRA) from their cognizant agency, if available.

**SECTION M - EVALUATION FACTORS FOR AWARD**

**M.1 NOTICE LISTING SOLICITATION PROVISIONS INCORPORATED BY REFERENCE**

The following solicitation provisions pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the FAR provision at FAR "52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE" in Section L of this solicitation. See FAR 52.252-1 for an internet address (if specified) for electronic access to the full text of a provision.

| NUMBER | TITLE   | DATE |
|--------|---|------|
|        | FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1) |      |
|        | None  |      |

**M.2 GENERAL INFORMATION**

Technical, cost and other factors will be evaluated relative to each other, as described herein.

(a) The technical proposal will be scored by a technical evaluation committee using the criteria shown in this Section.

(b) The cost proposal will be scored by the method described in this Section.

(c) The criteria below are presented by major category, with individual points shown, so that offerors will know which areas require emphasis in the preparation of proposals. All technical evaluation factors are of equal weight relative to each other. The criteria below reflect the requirements of this particular solicitation.

Offerors should note that these criteria: (1) serve as the standard against which all proposals will be evaluated, and (2) serve to identify the significant matters which offerors should address in their proposals.

**M.3 TECHNICAL EVALUATION CRITERIA**

**Technical Evaluation Criteria**

**(i) Demonstrated Technical Understanding and Approach**

A. Performance Work Statement and Technical Approach: The Government will evaluate how well the offeror's proposed technical approach functions as a whole as described in Section C. The USG will evaluate the assumptions and analysis in each proposal and evaluate the offeror's understanding of the scope of the contract, the challenges of contract performance and implementation in a dynamic environment.

B. The overall effectiveness and flexibility: The Government will evaluate how the offeror proposes a Comprehensive Management Plan directing all phases of project implementation and for managing all contract staff including subcontractors and in-country staff in a rapidly changing environment.

C. The Government will evaluate whether the contractor proposes an efficient (timely, accurate, safe and cost effective) freight forwarding and warehousing service that responds to the needs of the Government. The Government will evaluate to see if an appropriate overall mix of skills for freight-forwarding activities, including but not limited to; management, forwarding, booking, warehousing, computer MIS, communications are proposed.

D. Pricing Commodities: The Government will evaluate how the offeror proposes to achieve the best pricing for the highest quality commodities continually over the life of the contract.

E. Quality Assurance services. The Government will assess the quality assurance program proposed by the contractor, and if it responds to the product certification requirements put forth in Section C.3 (a) (3) of this solicitation.

(ii) **Corporate and Institutional Capability**

Demonstrated history of good organizational and management practices including capacity for: effective management of subcontracts; and demonstrated ability to effectively and efficiently operate and manage complex supply chain systems in Africa or East Africa; and institutional capability to simultaneously manage multiple customers and requests.

Demonstrated institutional history of supporting project activities in Africa or East Africa, especially rapidly scaling-up national projects. Demonstrated ability working in supply chain systems in developing countries, especially in East Africa.

Demonstrated institutional history of support to developing country national scale programs in East Africa, requiring large quantities of medical supplies and pharmaceuticals; and the offeror's capability to mobilize from small scale orders to large scale orders.

(iii) **Key Personnel and Other Staff Qualification**

A. Management Key Personnel: Meeting the requirements as stated in Section C.4; appropriateness of the skills and experience in designing, implementing and evaluating supply-chain assistance activities in an integrated health system environment in both the public and private sector in developing countries; appropriateness of the skills and experience in designing pharmaceutical and medical supplies' activities in an integrated health system environment in both the public and private sector in developing countries; and experience in any or all of the components of the supply chain.

B. Technical Key Personnel: Meeting the requirements as stated in Section C; appropriateness of the skills and experience to their designated components.

C. Proposed staffing plan shows complementary sets of skills among staff: the organizational structure; the matrix; and the relevance to meeting project objectives and outputs.

(iv) **Past Performance**

As required by Section C of this RFP, offerors are required to provide three (3) past performance references from similar work for the Prime and each proposed major subcontractor. A major sub-contractor is any organization receiving 25% or more of the work. Past performance evaluations will focus on:

A. Quality of product or service, including consistency in meeting US Government or other client set goals and targets, and cooperation and effectiveness of the Prime and major subcontractors in resolving clients' problems.

B. Cost control, including forecasting costs as well as accuracy in financial reporting.

C. Timeliness of performance, including adherence to contract schedules and other time-sensitive project conditions, and effectiveness of home and field office management to make prompt decisions and ensure efficient operation of tasks.

D. Customer satisfaction, including satisfactory business relationship to clients, initiation and management of several complex (multiple tasks, with different delivery schedules, storage requirements, etc) activities simultaneously, coordination among subcontractors and developing country partners, prompt and satisfactory correction of problems, and cooperative attitude in resolving clients' problems.

E. Track record of key personnel including: effectiveness and appropriateness of personnel for the job; and prompt and satisfactory changes in personnel when problems with clients were identified.

The Technical Evaluation Committee may give more weight to past performance information that is considered more relevant and/or more current. In cases where an offeror lacks relevant past performance history, or in which information on past performance is not available, the offeror will not be evaluated favorably or unfavorably on past performance but

will receive a neutral rating. The "neutral" rating provided to any offeror lacking relevant past performance history is at the contracting officer's discretion based on the past performance ratings for all other offerors. Prior to assigning a "neutral" past performance rating, the contracting officer may take into account a broad range of information related to an offeror's past performance. The Government reserves the right to obtain past performance information from other sources without reference to any offeror.

**M.3.1. COST EVALUATION**

Evaluation points are not awarded for cost. Cost will be of significantly less importance than technical merit. However, where technical proposals are considered essentially equal, cost may be the determining factor.

The review of the cost proposal shall deal with cost realism, allocability and reasonableness analysis. This will consist of a review of the cost portion of an offeror's proposal to determine if the overall costs proposed are realistic for the work to be performed, if the costs reflect the offeror's understanding of the requirements, and if the costs are consistent with the technical proposal. Evaluation of cost proposals will consider but not be limited to the following:

- Cost realism and completeness of cost proposal and supporting documentation;
- Overall cost control evidenced by proposal (such as avoidance of excessive salaries, excessive home office staff visits, and other costs in excess of reasonable requirements);
- Amount of proposed base and award fee.

**M.4 DETERMINATION OF COMPETITIVE RANGE AND CONTRACT AWARD**

(a) The competitive range of offerors with whom negotiation will be conducted (if necessary) will be determined by the Contracting Officer pursuant to FAR 15.306(c) based on the above technical and cost evaluation factors, and will be comprised of all offerors whose proposals are determined to have a reasonable chance of being selected for award.

(b) In accordance with FAR 52.215-16, and as set forth in Section L of this solicitation, award will be made by the Contracting Officer to the responsible offeror whose proposal, conforming to the solicitation, is most advantageous to the Government, and the above technical and cost factors considered.

**M.5 PRICE/BUSINESS EVALUATION**

Proposed costs shall be evaluated for reasonableness, allowability and allocability. The cost proposal will be evaluated for cost-realism. This analysis is intended to determine:

- (a) The offeror's understanding of the requirements;
- (b) The degree to which the cost/price proposal reflects the approach;
- (c) The degree to which the costs included in the cost/price proposal accurately represents the work effort included in the proposal;
- (d) Reasonableness of ceilings on indirect cost rates and fee; and
- (e) If the costs are consistent with the technical proposal.

**M. 6 SOURCE SELECTION**

(a) The overall evaluation methodology set forth above will be used by the contracting officer as a guide in determining which proposal(s) offer the best value to the U.S. Government. In accordance with FAR 52.215 1, and as set forth in Section L of this solicitation, award will be made by the contracting officer to the responsible offeror(s) whose proposal(s)

represents the best value to the U.S. Government after evaluation in accordance with all factors and sub-factors in this solicitation.

(b) This procurement utilizes the tradeoff process set forth in FAR 15.101-1. If the contracting officer determines that competing technical proposals are essentially equal, cost/price factors may become the determining factor in source selection. Conversely, if the contracting officer determines that competing cost/price proposals are essentially equal, technical factors may become the determining factor in source selection. Further, the contracting officer 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.

#### **M.7 CONTRACTING WITH SMALL BUSINESS CONCERNS**

USAID encourages maximum participation of small businesses, veteran-owned small businesses, women-owned small businesses, small disadvantaged businesses, and HUBZone small businesses. Accordingly, every reasonable effort will be made to identify and make use of such organizations. If, after evaluating all offers, USAID concludes that two or more offers are in effect equally eligible to be selected for the award, then the offer that provides the greater, most varied, and most realistic use of all the categories of small business concerns will be determined to be the best value offer and will be selected for award.

**ATTACHMENT 1  
IDENTIFICATION OF PRINCIPAL GEOGRAPHIC CODE NUMBERS**

The USAID Geographic Code Book sets forth the official description of all geographic codes used by USAID in authorizing or implementing documents, to designate authorized source countries or areas. The following are summaries of the principal codes:

(a) Code 000--The United States: The United States of America, any State(s) of the United States, the District of Columbia, and areas of U.S.-associated sovereignty, including commonwealths, territories and possessions.

(b) Code 899--Any area or country, except the cooperating country itself and the following foreign policy restricted countries: Afghanistan, Libya, Vietnam, Cuba, Cambodia, Laos, Iraq, Iran, North Korea, Syria and People's Republic of China.

(c) Code 935--Any area or country including the cooperating country, but excluding the foreign policy restricted countries.

(d) Code 941--The United States and any independent country (excluding foreign policy restricted countries), except the cooperating country itself and the following: Albania, Andorra, Angola, Armenia, Austria, Australia, Azerbaijan, Bahamas, Bahrain, Belgium, Bosnia and Herzegovina, Bulgaria, Belarus, Canada, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Gabon, Georgia, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Italy, Japan, Kazakhstan, Kuwait, Kyrgyzstan, Latvia, Liechtenstein, Lithuania, Luxembourg, Macedonia\*, Malta, Moldova, Monaco, Mongolia, Montenegro\*, Netherlands, New Zealand, Norway, Poland, Portugal, Qatar, Romania, Russia, San Marino, Saudi Arabia, Serbia\*, Singapore, Slovak Republic, Slovenia, South Africa, Spain, Sweden, Switzerland, Taiwan\*, Tajikistan, Turkmenistan, Ukraine, United Arab Emirates, United Kingdom, Uzbekistan, and Vatican City.

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\* Has the status of a "Geopolitical Entity", rather than an independent country.

**ATTACHMENT 2  
USAID FORM 1420-17 - CONTRACTOR BIOGRAPHICAL DATA SHEET**

The form can be downloaded from the following web site:  
[http://www.usaid.gov/procurement\\_bus\\_opp/procurement/forms/](http://www.usaid.gov/procurement_bus_opp/procurement/forms/)

**ATTACHMENT 3  
SF LLL - DISCLOSURE OF LOBBYING ACTIVITIES**

The form can be downloaded from the following web site:  
[http://www.usaid.gov/procurement\\_bus\\_opp/procurement/forms/](http://www.usaid.gov/procurement_bus_opp/procurement/forms/)

**ATTACHMENT 4  
CERTIFICATE OF CURRENT COST AND PRICING DATA**

This is to certify that, to the best of my knowledge and belief, cost or pricing data (as defined in Section 15.801 of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.804-2) submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer's representative in support of \_\_\_\_\_ are accurate, complete, and current as of \_\_\_\_\_.\*\*

FIRM: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE OF EXECUTION: \_\_\_\_\_

\* Identify the proposal, quotation, request for price adjustment, or other submission involved, giving the appropriate identifying number (e.g., RFP Number).

\*\* Insert the day, month, and year when price negotiations were concluded and price agreement was reached.

\*\*\* Insert the day, month, and year of signing, which should be as close as practicable to the date when price negotiations were concluded and the contract price was agreed to.

**ATTACHMENT 5  
MODEL SMALL BUSINESS/SMALL DISADVANTAGED SUBCONTRACTING PLAN**

MODEL SUBCONTRACTING PLAN OUTLINE

Identification Data

Contractor: \_\_\_\_\_

Address: \_\_\_\_\_

Solicitation or Contract Number: \_\_\_\_\_

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

Total Amount of Contract (Including Options) \$ \_\_\_\_\_

Period of Contract Performance (MO. & YR.) \_\_\_\_\_

\* Federal Acquisition Regulation (FAR), paragraph 19.708(b) prescribes the use of the clause at FAR 52.219-9 entitled "Small Business, Small Disadvantaged Business, and Women Owned Small Business Subcontracting Plan." The following is a suggested model for use when formulating such subcontracting plan. While this model plan has been designed to be consistent with 52.219-9, other formats of a subcontracting plan may be acceptable. However, failure to include the essential information as exemplified in this model may be cause for either a delay in acceptance or the rejection of a bid or offer where the clause is applicable. Further, the use of this model is not intended to waive other requirements that may be applicable under FAR 52.219-9. "SUBCONTRACT" as used in this clause, means any agreement (other than one involving an employer-employee relationship (entered into a Federal Government prime contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract

1. Type of Plan (Check One)

\_\_\_\_ Individual plan (All elements developed specifically for this contract and applicable for the full term of this contract).

\_\_\_\_ Master plan (Goals developed for this contract; all other elements standard; must be renewed annually).

\_\_\_\_ Commercial products plan (Contractor sells large quantities of off-the-shelf commodities to many Government agencies. Plans/goals negotiated by a lead agency on a company-wide basis rather than for individual contracts. Plan effective only during year approved. Contractor must provide copy of lead agency approval).

2. Goals

State separate dollar and percentage goals for small business concerns, small disadvantaged business concerns, and women-owned small business concerns as subcontractors as specified in FAR 52.219-9 and FAR 19.704(a)(1).

A. Total estimated dollar value of all planned subcontracting, i.e., with all types of organizations under this contract, is \$ \_\_\_\_\_.

B. Total estimated dollar value and percentage of planned subcontracting with small business concerns:  
\$ \_\_\_\_\_ and \_\_\_\_\_%\*

C. Total estimated dollar value and percentage of planned subcontracting with small disadvantaged business concerns: \$ \_\_\_\_\_ and \_\_\_\_\_%\*

D. Total estimated dollar value and percentage of planned subcontracting with women-owned small business concerns: \$ \_\_\_\_\_ and \_\_\_\_\_%\*

(\*Expressed as a percentage of "A")

E. Description of all the products and/or services to be subcontracted under this contract, and an indication of the types of organizations supplying them: (i.e., LARGE BUSINESS (LB), SMALL BUSINESS (SB), SMALL DISADVANTAGED BUSINESS (SDB), AND WOMEN-OWNED SMALL BUSINESS (W-OSB).

(check all that apply)

| Subcontracted Product/Service | LB | SB | SDB | W-OSB |
|-------------------------------|----|----|-----|-------|
| _____                         |    |    |     |       |
| _____                         |    |    |     |       |
| _____                         |    |    |     |       |
| _____                         |    |    |     |       |

(Attach additional sheets if necessary.)

F. A description of the method used to develop the subcontracting goals for small, small disadvantaged, and women-owned small business concerns (i.e., explain the method and state the quantitative basis (in dollars) used to establish the percentage goals; also, explain how the areas to be subcontracted to small, small disadvantaged, and women-owned small business concerns were determined, and how the capabilities of small, small disadvantaged, and women-owned small businesses were determined -- include any source lists used in the determination process).

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G. Indirect costs have been \_\_\_\_\_ have not been \_\_\_\_\_ included in the dollar and percentage subcontracting goals stated above. (check one)

H. If indirect costs have been included, explain the method used to determine the proportionate share of such costs to be allocated as subcontracts to small business, small disadvantaged business, and women-owned small business concerns.

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3. Program Administrator

Name, title, position within the corporate structure, and duties and responsibilities of the employee who will administer the contractor's subcontracting program.

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

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

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

Duties: Has general overall responsibility for the contractor's subcontracting program; i.e., developing, preparing, and executing individual subcontracting plans and monitoring performance relative to the requirements of this particular plan. These duties include, but are not limited to, the following activities:

- A. Developing and promoting company-wide policy initiatives that demonstrate the company's support for awarding contracts and subcontracts to small, small disadvantaged, and women-owned small business concerns; assuring that small, small disadvantaged, and women-owned small businesses are included on the source lists for solicitations for products and services for which they are capable of providing;
- B. Developing and maintaining bidder's lists of small, small disadvantaged, and women-owned small business concerns from all possible sources;
- C. Ensuring periodic rotation of potential subcontractors on bidder's lists;
- D. Ensuring that procurement "packages" are designed to permit the maximum possible participation of small, small disadvantaged, and women-owned small businesses;
- E. Making arrangements for the utilization of various sources for the identification of small, small disadvantaged, and women-owned small businesses such as the SBA's Procurement Automated Source System (PASS), the National Minority Purchasing Council Vendor Information Service, the Office of Minority Business Data Center in the Department of Commerce, and the facilities of local small business and minority associations, and maintaining contact with the Federal agency's Small and Disadvantaged Business Utilization Specialist.
- F. Overseeing the establishment and maintenance of contract and subcontract award records;

G. Attending or arranging for the attendance of company counselors Business Opportunity Workshops, Minority Business Enterprise Seminars, Trade Fairs, Procurement Conferences, etc.;

H. Ensuring small, small disadvantaged, and women-owned small business concerns are made aware of subcontracting opportunities and of how to prepare responsive bids to the company;

I. Conducting or arranging for the conduct of training for purchasing personnel regarding the intent and impact of Public Law 95-507 et seq on purchasing procedures;

J. Monitoring the company's performance and making any adjustments necessary to achieve the Subcontracting Plan goals;

K. Preparing and submitting timely, required Subcontracting Reports, including SF 294 and SF 295;

L. Coordinating the company's activities during the conduct of compliance reviews by Federal agencies; and,

M. Other duties: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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\_\_\_\_\_

4. Equitable Opportunity

Describe efforts the offeror will make to ensure that small, small disadvantaged, and women-owned small business concerns will have an equitable opportunity to compete for subcontracts. These efforts include, but are not limited to the following activities:

A. Outreach efforts to obtain sources:

1. Contacting minority and small business trade association;
2. Contacting business development organizations;
3. Attending small and minority business procurement conferences and trade fairs; and
4. Requesting sources from the Small Business Administration's Procurement Automated Source System (PASS).
5. Placing newspaper and magazine ads which encourage new sources.

B. Internal efforts to guide and encourage purchasing personnel:

1. Presenting workshops, seminars, and training programs;

2. Establishing, maintaining, and using small, small disadvantaged, and women-owned small businesses source lists, guides, and other data for soliciting subcontracts; and

3. Monitoring activities to evaluate compliance with the Subcontracting Plan.

C. Additional efforts: \_\_\_\_\_

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

5. Flow-Down Clause

The contractor agrees to include the provisions under FAR 52.219-8, "Utilization of Small Business Concerns, Small Disadvantaged Business Concerns, and Women-Owned Small Business Concerns", in all subcontracts that offer further subcontracting opportunities. All subcontractors, except small business concerns, that receive subcontracts in excess of \$500,000 (\$1,000,000 for construction) must adopt and comply with a plan similar to the plan required by FAR 52.219-9, "Small Business, Small Disadvantaged Business, and Women-Owned Small Business Subcontracting Plan." Ref. FAR 19.704 (a) (4)

6. Reporting and Cooperation

The contractor gives assurance of (1) cooperation in any studies or surveys that may be required; (2) submission of periodic reports which show compliance with the Subcontracting Plan; (3) submission of Standard Form SF 294, "Subcontracting Report for Individual Contracts, "and SF 295, "Summary Subcontract Report," in accordance with the instructions on the forms; and (4) ensuring that subcontractors agree to submit SF 294 and SF 295.

| Reporting Period | Report | Due   |
|------------------|--------|-------|
| Oct 1 - Mar 31   | SF 294 | 04/30 |
| Apr 1 - Sep 30   | SF 294 | 10/30 |
| Oct 1 - Sep 30   | SF 295 | 10/30 |

ADDRESSES

(a) SF 294 and

(b) SF 295 to be submitted to:

Director  
Office of Small and Disadvantaged Business  
Utilization/Minority Resource Center  
U.S. Agency for International Development  
Washington, DC 20523-1414

7. Recordkeeping

The following is a recitation of the types of records the contractor will maintain to demonstrate the procedures adopted to comply with the requirements and goals in the Subcontracting Plan. These records will include, but not be limited to, the following:

A. Small, small disadvantaged, and women-owned small business concerns source lists, guides, and other data identifying such vendors;

B. Organizations contacted in an attempt to locate small, small disadvantaged, and women-owned small business sources;

C. On a contract-by-contract basis, records on all subcontract solicitations over \$100,000 which indicate for each solicitation (1) whether small business concerns were solicited, and if not, why not; (2) whether small disadvantaged business concerns were solicited, and if not, why not; (3) whether women-owned small business concerns were solicited, and if not, why not; and (4) reason for the failure of solicited small, small disadvantaged, or women-owned small business concerns to receive the subcontract award;

D. Records to support other outreach efforts, e.g., contacts with minority and small business trade associations, attendance at small and minority business procurement conferences and trade fairs;

E. Records to support internal guidance and encouragement provided buyers through (1) workshops, seminars, training programs, incentive awards; and (2) monitoring of activities to evaluate compliance; and

F. On a contract-by-contract basis, records to support subcontract data including the name, address, and business size of each subcontractor. (This item is not required for company or division- wide commercial products plans.)

G. Additional records: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

This subcontracting plan was submitted by:

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

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

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

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

Phone No.: \_\_\_\_\_

