

Acquisition and Assistance Office

Solicitation No.:SOL-617-17-000012Issuance Date:April 24, 2017Questions Due Date:May 2, 2017RFQ Closing Date:May 15, 2017

Subject: USAID/Uganda Request for Quotation No SOL-617-17-000012 – Blanket Purchase Agreement (BPA) for Local Procurement of Pharmaceutical Equipment and Supplies

The U.S. Agency for International Development (USAID), Uganda, is seeking quotations from qualified local firms and organizations interested in supplying pharmaceutical equipment and supplies for a USAID/Uganda Activity.

The list of items for the supply of pharmaceuticals and medical supplies (VMMC Program Supplies, Emergency Items, MCH Supplies, Basic Nutrition Supplies) is attached as Annex "A."

Questions concerning this RFQ may be forwarded to USAID if any at

<u>Kampalausaidsolicita@usaid.gov</u> by <u>May 2, 2017.</u> Any information concerning this RFQ will be given promptly, via an e-mail, as an amendment of this RFQ.

You are invited to submit a detailed Quotation in order to determine the reasonableness of price to accomplish this activity. The supplies are estimated to be provided on an as-needed basis. USAID intends to award one or more Blanket Purchase Agreement as a result of this solicitation for Pharmaceutical Equipment and Supplies.

Please be informed that the potential quantities can vary from one BPA call to another. Therefore, you are also requested to provide price for a minimum/maximum quantity ordered.

The offeror should propose prices that it believes are realistic and reasonable for the equipment and supplies. Price shall be evaluated as part of a best value determination for Blanket Purchase Agreement.

Offerors must submit a quotation specifying the equipment and associated supplies they can supply including the price, delivery period and available after sales service.

The ordered deliveries under BPA Calls are required to be collected from ex-vendor facility under arrangement of USAID. Please include the time frame within which the ordered deliveries are to be collected.

Please submit the required documents via email at <u>Kampalausaidsolicita@usaid.gov</u> by the closing date of RFQ <u>May 15, 2017 14:30 PM (Local time).</u>

If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

If an emergency or unanticipated event interrupts normal USAID processes so that Quotations cannot be received at the office designated for receipt of Quotations by the exact time specified in the solicitation, and urgent USAID requirements preclude amendment of the solicitation, the time

Tel: (256 - 414) 306-001 Fax: (256 - 414) 306-661 http://usaid.gov/uganda International Address: USAID/Uganda DOS/USAID, 2190 Kampala Place Washington DC 20521-2190 Tel: 202-216-6234 specified for receipt of Quotations will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal USAID processes resume.

USAID intends to evaluate Quotations and award a BPA without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial Quotation should contain the offeror's best terms from a cost or price and technical standpoint. USAID reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary.

Exchanges with offerors after receipt of a Quotation do not constitute a rejection or counteroffer by USAID. The agreement is established in accordance with FAR 13.303, Blanket Purchase Agreements (BPA). When awarded it will be reviewed by the Contracting Officer at least once annually prior to the anniversary of the effective date, and revised to conform to all requirements of Statutes, Executive Orders, or the Federal Acquisition Regulation as updates occur. Any revisions will be incorporated by modification to this BPA.

USAID will evaluate the packages submitted for this RFQ and issue a Master BPA to those vendors deemed acceptable. In turn, those Master BPAs will be sent to the vendors for their acceptance. No agreement will exist until both the Government and Contractor sign the order. **Master BPAs are not contracts and are not funded**. BPA CALLs will be issued including funding to order items from the processed Master Blanket Purchase Agreements.

Master BPAs entered into as a result of this Request for Quotation will establish multiple supply sources that will provide a streamlined method for procuring those Pharmaceutical Equipment and Supply items as needed. The objectives are to ensure availability and consistency of product for use at the best possible price while reducing processing time/workload for all parties, streamlining the payment process, and reducing vendor payment time.

This letter in no way obligates the USAID to award the proposed Agreement, nor does it commit USAID to pay any costs incurred in the preparation and submission of the requested information.

All offerors must have a DUN And Bradstreet Universal Numbering System (DUNS) Number and must be registered in the System for Award Management (SAM) before submitting their proposal.

For those who have a DUNS number and are registered in SAM, they must ensure their account in SAM is active.

Sincerely,

Nancy Kleinhans Contracting Officer

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B.1 TITLE AND PURPOSE

Title: Pharmaceutical Supplies

Purpose: The BPA is for supply of pharmaceutical equipment and supplies described in general terms, if and when requested by the Contracting Officer in support of implementing partner conducting activities related to Safe Male Circumcision (SMC) and Maternal, Neonatal, Child Health (MNCH) care. The BPA holder (hereinafter referred to as the contractor) shall be responsible for maintaining a stock of specified off-the-shelf quantities of pharmaceuticals, medical supplies, and equipment based upon the individual purchase order and delivering them to the specified implementing partners across Uganda within proposed lead times.

The range of equipment and supplies to be supplied under this BPA is specified in the descriptions/specification, Annex A. "Pharmaceutical Equipment and Supplies."

B.2 BLANKET PURCHASE AGREEMENT

B.2.1 Description of Agreement:

The contractor will furnish Financial Support Services on a repetitive basis if and when requested by the Contracting Officer during the term of this Agreement and within Simplified Acquisition Threshold stated in Section B.2.3. The total amount of Calls under this BPA shall not exceed \$5,000,000 over the life of the BPA. The activities under this BPA will be undertaken as specified in BPA Call Orders issued by USAID.

B.2.2 Extent of Obligation:

BPAs do not obligate funds. The Government is obligated only to the extent of authorized BPA Call Orders made under the BPA. This agreement will not obligate the Government to order, or the contractor to furnish, any articles in any quantity except to the extent agreed upon in individual BPA Call Orders.

This agreement is made in accordance with negotiation authority of the U.S. Federal Acquisition Regulation Subpart 13.303 – Blanket Purchase Agreements and Subpart 13.5 – Simplified Procedures for Certain Commercial Items.

B.2.3 Purchase Limitation:

BPA Call Orders issued under this BPA will be Firm Fixed-Price type. Individual orders may not exceed the Simplified Acquisition Threshold (\$150,000).

B.2.4 Individuals Authorized to Purchase Under the BPA:

The Contracting Officer is authorized to purchase under this BPA. Ordering process will be consistent with FAR 13.303-5(b).

B.2.5 Delivery Tickets:

All deliverables submitted under BPA Call Orders, issued under this BPA, shall contain the following minimum information: Name of supplier; BPA number; Date of purchase; BPA Call Order number; Itemized list of supplies or services furnished; Quantity, unit price, and extension of each item, less applicable discounts; and Date of delivery.

B.2.6 Invoices:

An itemized invoice shall be submitted at least monthly or upon expiration of this BPA, whichever occurs first, for all deliveries made during a billing period and for which payment has not been received. These invoices need not be supported by copies of delivery tickets.

B.3 BPA CEILING AND TERM

USAID/Uganda anticipates that up to \$5 million may be expended through this BPA. The initial BPA is for a period of two (2) years with three (3) one-year option years.

Base Period (2 Years):	TBD 2017-2019
Option 1: (1 Year):	TBD 2019-2020
Option 2: (1 Year):	TBD 2020-2021
Option 3: (1 Year):	TBD 2021-2022

Options under 52.217-9 Option To Extend the Term of the Contract will be exercised via modification at least 30 days prior to completion of the previous period, based on continued need for commodities, successful performance and availability of funds, provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension. The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

B.4 PRICING LIST

The prices to the USG must be as low as, or lower than, those charged to the supplier's most favored customer for comparable quantities under similar terms and conditions and must include any discounts for prompt payment. Notwithstanding agreed discounts, the Contractor guarantees that the prices specified in this BPA are the maximum prices that will remain firm and will not increase during the term of the agreement. In the event that the Contractor is able to offer the Government a discounted price, the unit prices will be reduced for specific BPA Call Orders.

END OF SECTION B

SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

C.1 Introduction

The U.S. Agency for International Development (USAID) Uganda Mission (USAID/Uganda) intends to issue Blanket Purchase Agreements (BPAs) for local procurement of pharmaceuticals, supplies, and equipment for program implementation. Specific tasks and/or work to be performed will be detailed in individual BPA Calls issued under the BPAs.

C.2 Background

USAID is the lead U.S. Government agency that works to end extreme global poverty and enable resilient, democratic societies to realize their potential. U.S. foreign assistance has always had the twofold purpose of furthering America's interests while improving lives in the developing world. USAID carries out U.S. foreign policy by promoting broad-scale human progress at the same time it expands stable, free societies, creates markets and trade partners for the United States, and fosters good will abroad.

USAID/Uganda serves Uganda at different levels, such as, district, regional and national level(s). USAID/Uganda is organized around three Development Objectives that lend themselves to all programming: Economic Growth, Democracy and Governance, and Health and Nutrition. The 2011-2015 Country Development Cooperation Strategy (CDCS) guides USAID/Uganda's efforts. Representing a partnership between USAID and the host country, the CDCS takes a results-oriented and focused approach to investments. The CDCS in the Ugandan context is designed to make considered choices that focus and deepen programs within the host country and donor context.

Many programs and activities supported by USAID/Uganda require health commodities for the purposes of diagnostics, prevention, and service delivery. This requirement is made stronger as the drive to eliminate childhood illnesses and HIV/AIDS takes off through USAID regional programs. For example, RHITES South West is one of the largest USAID recently awarded program, their mandate is to foster integration in all health service delivery programs in south western Uganda. The largest inputs for this service delivery program are commodities. The task of obtaining these commodities can be burdensome for implementing partners that are more suited for service delivery than procurement. While a substantial amount of commodities are procured through existing central mechanisms, the central mechanism offers pre-defined packages of commodities for countries, not accounting for additional supplies that are required for service delivery in Uganda.

This BPA is designed to address gaps by establishing relationships between USAID/Uganda and local suppliers, providing a quick, feasible, and accountable system by which implementing partners can procure products critical to accomplishing USAID/Uganda's health development objectives. The emphasis on local providers is due to the fact that many of the identified supplies are available off-the-shelf from local resources, providing an opportunity to apply and achieve USAID Forward's goal of sustainable development through local solutions. It also builds upon existing USAID efforts to build capacity among local organizations that are potentially suited to fulfill the objectives of this BPA. USAID/Uganda Health Supply Chain project is working with national systems both public and private to build capacity to manage essential medicines and health supplies (EMHS) resources.

C.3 Description of Program Activities

This activity will strive to achieve the following CDCS DO3 (Health and Nutrition) intermediate results (IRs):

• IR 3.1.3: Increased availability of health services: a featured component of this IR emphasizes the required availability of essential commodities and equipment.

• IR 3.1.3: Increased accessibility of health services: a featured component of this IR is to maintain the ease and ability to access health services and commodities – by providing implementing partners with timely commodities and resources, health sector clients will have better access to required health services.

This activity falls under DO3 in CDCS 2.0 Key systems and more accountable and responsive to Uganda's development needs; IR 3.3 Key elements of the systems strengthened. Over the years many assessments have shown that Uganda's population is equally divided between seeking health care from either public or private sector (50-50), this activity will boost capacity of private local organizations to procure and store quality health products for Ugandans, complementing the effort of various USAID activities towards a more integrated system that builds capacity beyond donor support.

C.4 Outcomes

- A basked of off-the shelf pharmaceutical and health supplies/commodities and instruments will be procured, stocked and delivered to USAID/Uganda implementing partners on an asneeded basis.
- The products and supplies procured under this BPA represent a local solution aimed towards addressing the gaps identified in procuring commodities centrally.

4.1 Project Management

The Contractor may provide project management services commensurate with the expectation that the supplier will be required to stock and coordinate the delivery of sufficient quantities of all items needed by implementing partner as per periodic supplied plans supplied by the Mission.

4.2 Provision of Commodities to Implementing Partners

The Contractor will be responsible for stocking, delivering and warehousing a basket of off-the-shelf quantities of pharmaceuticals and medical supplies, and instrument as per requirements in the individual BPA Call order. These pharmaceuticals and medical supplies are identified in the attached list of pharmaceutical and medical supplies. These include unmodified health commodities to be utilized by implementing partners providing services related to safe male circumcision (SMC) and Maternal, Neonatal, and Child Health (MNCH) care.

The Contractor will be responsible for the prompt availability and stocking/warehousing of these products as well as coordinating deliveries, including shipping and handling to desired location, and ensuring quality of products.

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 Contracting Officer Representative (COR) indicated in the purchase order, 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

The Contractor shall comply with the requirements of the USAID "Graphic Standards Manual" available at www.usaid.gov/branding, or any successor branding policy.

Marking and branding of the equipment will be determined at the time of deployment.

END OF SECTION D

SECTION E – INSPECTION AND ACCEPTANCE

E.1 INSPECTION AND ACCEPTANCE

USAID inspection and acceptance of services, reports and other required deliverables or outputs shall take place by either USAID or a designated party at: the contractor's warehouse or storeroom.

E.2 QUALITY ASSURANCE REVIEWS

All deliverables will be subjected to a thorough quality assurance review. Deliverables will not be considered completed until accepted by the USAID Contracting Officer's Representative (COR), listed in Section G.2, below.

E.3 PERFORMANCE STANDARDS

While performance standards may be included in each BPA Call, the following performance standards apply to the BPA. Performance against these standards will be evaluated as a past performance consideration on BPA Call proposal requests and on an annual basis to determine if option periods should be exercised.

Perf Std #	Performance Standards	Acceptable Quality Level	Monitoring Method
PS-1	All BPA Calls are completed on time. If a BPA Call extends across BPA periods of performance, the Contractor's performance against its Project Management Plan will be evaluated for timeliness at the conclusion of the BPA period of performance.	(AQL) Annually, no more than one BPA Call is completed late as a result of the Contractor's performance.	Annual review by COR/CO of BPA Call documentation.
PS-2	CPARS ratings or annual performance reviews for BPA Calls are Exceptional or Very Good in all categories.	CPARS ratings or annual performance reviews for BPA Calls do not contain any ratings below Satisfactory.	Annual review by COR/CO of CPARS/annual performance review information.

END OF SECTION E

SECTION F - DELIVERIES OR PERFORMANCE

F.1 PLACE OF PERFORMANCE

The place of performance will be Uganda.

F.2 GEOGRAPHIC CODE

The authorized geographic code for this BPA and any subsequent BPA Call is 937. USAID defines Code 937 as limited to the following: the United States, the recipient country, and developing countries other than advanced developing countries, but excluding any country that is a prohibited source.

F.3 KEY PERSONNEL

BPA Activity Manager: The Contractor shall designate a BPA Activity Manager (BAM) as the single point of contact (POC) for management of the BPA. The BAM shall have the authority to commit the Contractor and make decisions for the Contractor, and shall be the single Contractor representative responsible for all issues, concerns, or problems at the BPA level. The BAM shall readily respond to questions, concerns, and comments. The BPM shall proactively alert the Government to potential contractual issues.

Request for Key Personnel changes must provide a detailed explanation of the circumstances necessitating the proposed substitutions or additions, a complete resume for the person to be substituted or added, and any other information requested by the COR.

Noncompliance with the provisions of this clause will be considered a material breach of the terms and conditions of the contract for which the Government may seek any and all appropriate remedies, to include termination for default.

Additional Key Personnel will also be identified at the BPA Call level.

F.4 ORDERING PROCEDURES

The period of performance is 2 years from the effective date of this BPA. All products and services under the awarded BPA shall be authorized via a BPA Call issued by a USAID Contracting Officer. USAID Contracting Officers are the only personnel allowed to issue BPA Calls. Work shall not commence unless a BPA Call has been awarded.

Upon identification of a requirement, the USAID Contracting Officer will develop a BPA Call proposal request and forward it to the BPA holders. All opportunities will be competed among all BPA holders. The number of days specified for the BPA holders to respond and the required information to be submitted by the BPA holders will be specified in the BPA Call proposal request. Based upon the objectives and requirements outlined in the BPA Call proposal request, the BPA holders will respond with a written proposal. Upon acceptance by the Contracting Officer of the technical and price solution offered by the BPA Holders, a BPA Call will be issued authorizing the winning BPA Holder to proceed with the performance of the work required.

Organizations receiving services under this BPA agree to provide past performance information to the BPA Contracting Officer and COR as requested.

END OF SECTION F

SECTION G – CONTRACT ADMINISTRATION DATA

G.1 ADMINISTRATIVE CONTRACTING OFFICE

Contracting Officer: Nancy Kleinhans, Email: nkleinhans@usaid.gov

G.2 CONTRACTING OFFICER'S REPRESENTATIVE (COR)

The BPA COR is [to be completed after award]. A copy of the BPA COR's designation letter will be provided to the BPA-holders.

The COR is <u>not authorized</u> to change any of the terms and conditions of the resulting BPA or BPA Call.

G.3 PAYING OFFICE

The Controller, Financial Management Office, USAID/Uganda P.O Box 7856 Kampala, Uganda KampalaUSAIDVouchers@usaid.gov

G.4 AUTHORIZED WORK DAY/WEEK

BPA Calls will specify the authorized work day/week.

END OF SECTION G

SECTION H. SPECIAL CLAUSES

H.1 VALUE ADDED TAX AND CUSTOMS DUTIES

Pursuant to bilateral agreements with the Government of Uganda (GOU), all imports and expenditures under this contract / agreement by the Contractor and by non-local subcontractors (as defined below) are exempt from Value-Added Tax (VAT) and Customs Duties imposed by the GOU. The GOU does not allow tax exemption at the point of sale. The Contractor must follow the guidance noted below to ensure VAT funds are appropriately refunded to USAID Uganda:

- The Contractor must include VAT expenses in the award budget and bill USAID for payment of VAT.
- USAID will lead the process for obtaining a refund from the GOU. The refund takes process currently takes several years and as such will not be credited back to the Contractor award.
- The Contractor shall maintain complete files with original VAT tax invoices/receipts from vendors.
- The Contractor is responsible for ensuring that subcontractors and sub grantees comply with this requirement.
- All VAT claims, for the Contractor, subcontractors and sub grantees, shall be submitted to USAID through the prime Contractor.
- USAID will assist the Contractor to obtain customs exemption certificate on imports.

The USAID point of contact for submission of quarterly VAT information

is: <u>kampalavatusaid@usaid.gov</u>

H.2 INSURANCE AND SERVICES

OBTAINING DBA COVERAGE:

Contractors must apply for coverage directly to AON Risk Insurance Services Inc., the agent for AWAC DBA Insurance. For instructions on the required application form and submission requirements, contact the following office:

AON Risk Insurance Services West, Inc. 2033 N. Main St., Suite 760 Walnut Creek, CA 94596-3722 Hours: 8:30 A.M. to 5:00 PM,

Pacific Time Primary Contact: Fred Robinson Phone: (925) 951-1856 Fax: (925) 951-1890 Email: Fred.Robinson@aon.com

H.3 EXECUTIVE ORDER ON TERRORISM FINANCING

The Contractor/Recipient is reminded that U.S. Executive Order 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/recipient to ensure compliance with these Executive Orders and laws. In addition, the recipient must verify that no support or resources are provided to individuals or entities that appear on the Specially Designated Nationals and Blocked Persons List maintained by the U.S. Treasury (online at: http://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx) or the United Nations Security designation list (online at: http://www.un.org/sc/committees/1267/aq_sanctions_list.shtml).

This provision must be included in all subcontracts and consultant agreements issued under this task order.

H.4 USAID DISABILITY POLICY (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.

[Note: Resources and Links]

- 1. USAID Disability Policy Paper [PDF, 36KB]
- 2. <u>Supporting USAID's Disability Policy in Contracts, Grants, and Cooperative Agreements</u> [AAPD 04-17] [PDF, 231KB]
- 3. Gender Equality and Women's Empowerment: Women and Girls with Disabilities

(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.5 ELECTRONIC PAYMENTS SYSTEM

1. Definitions:

a. "Cash Payment System" means a payment system that generates any transfer of funds through a transaction originated by cash, check, or similar paper instrument. This includes electronic payments to a financial institution or clearing house that subsequently issues cash, check, or similar paper instrument to the designated payee.

b. "Electronic Payment System" means a payment system that generates any transfer of funds, other than a transaction originated by cash, check, or similar paper instrument that is initiated through an electronic terminal, telephone, mobile phone, computer, or magnetic tape, for the purpose of ordering, instructing or authorizing a financial institution to debit or credit an account. The term includes debit cards, wire transfers, transfers made at automatic teller machines, and point-of-sale terminals.

2. The Recipient agrees to use an electronic payment system for any payments under this award to beneficiaries, Sub-Recipients, or contractors.

3. Exceptions. Recipients are allowed the following exceptions, provided the Recipient documents its files with the appropriate justification:

a. Cash payments made while establishing electronic payment systems, provided that this exception is not used for more than six months from the effective date of this award.

b. Cash payments made to payees where the Recipient does not expect to make payments to the same payee on a regular, recurring basis, and payment through an electronic payment system is not reasonably available.

c. Cash payments to vendors below \$3000, when payment through an electronic payment system is not reasonably available.

d. The Recipient has received a written exception from the Agreement Officer that a specific payment or all cash payments are authorized based on the Recipient's written justification, which provides a basis and cost analysis for the requested exception.

4. More information about how to establish, implement, and manage electronic payment methods is available to Recipients at <u>http://solutionscenter.nethope.org/programs/c2e-toolkit</u>."

H.6. PROHIBITION ON PROVIDING FEDERAL ASSISTANCE TO ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS (APRIL 2015)

(a) The recipient must not require employees, subawardees, or contractors seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees, subawardees, or contractor from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(b) The recipient must notify employees that the prohibitions and restrictions of any internal confidentiality agreements covered by this provision are no longer in effect.

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

(d) (1) In accordance with section 7 43 of Division E, Title VI I, of the Consolidated and Further Continuing Resolution Appropriations Act, 2015 (Pub. L. 113-235), use of funds appropriated (or otherwise made available) under that or any other Act may be prohibited, if the Government determines that the recipient is not in compliance with the requirements of this provision.

(2) The Government may seek any available remedies in the event the recipient fails to comply with the requirements of this provision.

H.7 302.3.5.17 Limitation on Subcontracting to Non-Local Entities (July 2014)

(a) Applicability. This provision applies to:

(i) Contracts that have been awarded to those local entities under the authority of and as defined in Section 7077 of Public Law 112-74, the Consolidated Appropriations Act, 2012 (P.L. 112-74), as amended by Section 7028 of Public Law 113-76, the Consolidated Appropriations Act, 2014, also known as "Local Competition Authority"; and

(ii) Contracts awarded to local entities (as defined in Section 7077 of Public Law 112-74) under the authority at AIDAR 706.302-70 Impairment of foreign aid programs. (b) By submission of an offer and execution of a contract, the Offeror/Contractor agrees that in performance of the contract for—(1) Services (except construction), at least fifty (50) percent of the cost of contract performance incurred for personnel must be expended for employees of the prime/local entity.

(2) Supplies (other than procurement from a non-manufacturer of such supplies), the prime/ local entity concern must perform work for at least 50 percent of the cost of manufacturing the supplies, not including the cost of materials.

(3) General construction, the prime/ local entity concern will perform at least 15 percent of the cost of the contract, not including the cost of materials, with its own employees.

(4) Construction by special trade contractors, the concern will perform at least 25 percent of the cost of the contract, not including the cost of materials, with its own employees.

(c) By submission of an offer and execution of a contract, the Offeror/Contractor represents that it is an individual, a corporation, a nonprofit organization, or another body of persons that:

(1) Is legally organized under the laws of;

(2) Has as its principal place of business or operations in;

(3) Is majority owned by individuals who are citizens or lawful permanent residents of; and (4) Is managed by a governing body the majority of who are citizens or lawful permanent residents of the country in which this contract will be primarily performed.

(d) For purposes of this clause, "majority owned" and "managed by" include, without limitation, beneficiary interests and the power, either directly or indirectly, whether exercised or exercisable, to control the election, appointment, or tenure of the organization's managers or a majority of the organization's governing body by any means.

END OF SECTION H

SECTION I - CONTRACT CLAUSES

I.1 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://www.acquisition.gov/far

Number	Title	Date
52.202-1	Definitions	NOV 2013
52.213-2	Invoices	APR 1984
52.203-5	Covenant Against Contingency Fees	MAY 2014
52.203-6	Restriction on Subcontractor Sales to the Government	SEP 2006
52.203-7	Anti-Kickback Procedures	MAY 2014
52.203-13	Contractor Code of Business Ethics and Conduct	OCT 2015
52.212-4	Contract Terms and Conditions –Commercial Items	DEC 2014
52.212-5	Contract Terms and Conditions Required to Implement Statutes	
	or Executive Orders Commercial Items	DEC 2014
52.223-6	Drug-Free Workplace	MAY 2001
52.225-13	Restrictions on Certain Foreign Purchases.	JUNE 2008
52.225-25	Prohibition on Contracting with Entities Engaging in Sanctioned	
	Activities Relating to Iran—Representation and Certification	DEC 2012
52.232-1	Payments	APR 1984
52.233-3	Protest after Award	AUG 1996
52.232-18	Availability of Funds	APR 1984
52.233-3	Protest after Award	AUG 1996
52.233-4	Applicable law for Breach of Contract Claim	OCT 2004
52.242-15	Stop-Work Order	AUG 1989
52.244-6	Subcontracts for Commercial Items	DEC 2010
52.246-2	Inspection of Supplies – Fixed Price	AUG 1996
52.249-2	Termination for Convenience of the Government (Fixed-Price)	APR 2012
52.249-8	Default (Fixed-Price Supply and Service)	APR 1984

I.2 FAR 52.217-9 Option to Extend the Term of the Contract (Mar 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

I.3 AID ACQUISITION REGULATION (48 CFR CHAPTER 7) CLAUSES

<u>Number</u>	Title	Date
752.211-70	Language and Measurement	JUN 1992
752.7006	Notices	APR 1984
752.7025	Approvals	APR 1984
752.228-3	Worker's Compensation Insurance (Defense Base Act)	DEC 1991

END OF SECTION I

SECTION J – LIST OF ATTACHMENTS

END OF SECTION J

SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

L.1 PROPOSAL DELIVERY INSTRUCTIONS

(a) Questions in response to this solicitation must be received in writing via email to <u>KampalaUSAIDSolicita@usaid.gov</u> by the date referenced in the cover letter to this RFQ. Please include the RFQ number in the subject line of the email.

(b) Proposals submitted in response to this RFQ will be received in the following manner: Offerors must electronically submit separate attachments:

(1) Technical Proposal attachment. 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. and
 (2) Dia Data attachment is a strictly of the basis of technical merit.

(2) Price Proposal.

(c) Please include the RFQ number in the subject line of the email.

(d) Late proposals will not be accepted.

(e) Offerors must carefully adhere to Section L — Instructions, Conditions and Notices to Offerors and Section M — Evaluation Factors for Award.

(f) Government Obligation

Issuance of this solicitation does not in any way obligate the U.S. Government to award a contract nor does it commit the U.S. Government to pay for any costs incurred in the preparation and submission of a proposal. Furthermore, the Government reserves the right to reject any and all offers, if such action is considered in the best interest of the Government.

L.2 GENERAL PROPOSAL INSTRUCTIONS

1. Offerors must submit a technical proposal, which is organized in accordance with the detailed instructions below.

Pages must be numbered consecutively. Information submitted over the page limits noted per section L.3 will not be evaluated.

Not included in this page limitation are the following:

- Cover Page
- Table of Contents
- Blank Page Dividers (if used)
- Past Performance Report Short-Forms
- Resume
- Pricing Guide/Annexes

2. The electronic copy of the technical proposal must be compatible to MS Word, but may be converted to Adobe PDF, if preferred; however, a PDF version must be word searchable. The technical proposal must be submitted electronically in one file. The price proposal may be submitted in Excel or Word.

L.3 DETAILED TECHNICAL PROPOSAL INSTRUCTIONS

The technical proposal must include the following elements. Offerors must not exceed the following page limitations:

VOLUME 1: TECHNICAL PROPOSAL (15 page limit)						
Cover Page (CP) – not counted in page limit						
Table of Contents (TOC) – not counted in page limit						
Factor 1: Technical						
Factor 2: Past Performance						
Annex 1: Resume of Blanket Agreement Activity Manager (BAM) – not counted in page limit						
Annex 2: Past Performance Matrix – not counted in page limit						

Cover Page

As part of the cover page, Offerors must include the RFQ number, their information (company name, address, contact information), and Offeror's DUNS number and must be registered in the System for Award Management (SAM) before submitting their proposal.

For those who have a DUNS number and are registered in SAM, they must ensure their account in SAM is active.

Table of Contents

The Table of Contents may only include sections and corresponding page numbers. No other information may be provided in the table of contents.

1. Technical

The offeror should describe the organization's capacity to manage multiple simultaneous BPA calls. This section should also include a description of the offeror's quality assurance and control processes.

2. Past Performance

The Offeror (including all major subcontractors of a joint venture) must provide performance information for itself, the teaming arrangements, if any, and each major subcontractor (one whose proposed cost exceeds 20% of the Offeror's total proposed cost). If extraordinary problems impacted any of the referenced contracts, provide a short explanation and the corrective action taken (FAR 15.305(a)(2)). Describe any quality awards or certifications that indicate exceptional capacity to provide the service or product described in the PWS.

The Offeror must submit the following Annexes to the proposal:

Annex 1: Resume of Blanket Agreement Activity Manager (BAM)

Annex 2: Past Performance Matrix – Include up to five (5) of the most recent and relevant contracts and/or assistance awards of five (5) years for the prime inclusive of major subcontractors, using the format in Annex D for efforts similar to the work in the subject proposal. The most relevant indicators of performance are contracts of similar size, scope, and complexity. USAID recommends that you alert the contacts that their names have been submitted and that they are authorized to provide performance information concerning the listed contracts if and when USAID requests it. Past Performance from Assistance programs will be utilized in the evaluation.

Offerors lacking relevant past performance history will be given a "neutral" past performance rating that neither rewards nor penalizes.

L.4 PRICE PROPOSAL INSTRUCTIONS

There is no page limit for the price proposal. The offeror must utilize the pricing tool provided by the Government.

1. **Pricing List** – Offerors must provide a pricing list utilizing the provided Pricing Table Tool (Attachment J.3). The tool is divided into the following tabs:

- Instructions
- Supply Lists by Program Area
 - VMMC Supplies
 - Emergency Supplies
 - MNCH Supplies
 - Basic Nutrition Supplies
- Cost Summary
- Mark Up Table
- Offeror Notes

For each of the supply lists, the tool will provide the following information that are **not** to be edited by the Offeror:

- Illustrative items
- Illustrative unit for estimation
- Plug figure for quantity required by the Government

The pricing tool requests the following information from the Offeror on each supplies list:

- Fully burdened unit Price
- Any applicable discounts related to the notional bulk quantities being requested.
- Notes explaining any potential discounts.
- Required lead time in business days for making products available to implementing partners.
- Product country of origin

In addition to the fully burdened price of each product, the Offeror must complete the Mark-Up Table, detailing the original cost of the product and the mark-up percentage applied to the item. The Offeror must also provide a narrative of what costs are included in the mark-up percentage (i.e., warehousing - 2%, personnel LOE – 5%, etc.).

2. Assumptions – The Offeror must include any assumptions to its pricing. This includes any conversion rates beyond what is provided in the Pricing Tool and anything else relevant to the government. This can be provided in the Offeror Notes tab.

END OF SECTION L

SECTION M EVALUATION FACTORS FOR AWARD

M.1 EVALUATION FACTORS

The Government will evaluate the Offeror's proposal based on the following factors listed below. The factors are listed in descending order of importance.

I. Technical

- A. The extent to which there is a demonstrated capacity to manage efforts under the BPA, including managing multiple, simultaneous BPA Calls, with a robust quality assurance and control process.
- B. The extent of demonstrated quality of proposed BAA Program Manager.

II. Past Performance

The Offeror's past performance will be evaluated on the basis of one or more of the following:

- A. The extent to which there is a similarity in size, scope, complexity, and relevance to the PWS requirements, as well past performance references.
- B. The extent to which the Offeror has previously demonstrated a high quality of services through (1) compliance with contract requirements, (2) standards of good workmanship, (3) accuracy of reports, (4) performance of key individuals, and (5) technical excellence.
- C. The extent to which the Offeror's past performance speaks to (1) timeliness against contract/purchase orders, (2) timeliness against contract milestones, (3) timeliness against contract delivery schedules, (4) responsiveness to technical direction, and (5) timeliness against administrative requirements.
- D. The extent to which past performance indicates use of cost controls through the Offeror's (1) ability to perform within or below budget, (2) use of cost efficiencies, (3) relationship of negotiated costs to actuals, (4) submission of reasonably priced change proposals, (5) forecasting accuracy and timeliness, and (6) ability to provide timely, current, complete, and accurate billings.
- E. The extent to which the offeror maintained business relations through (1) timeliness of interactions, (2) problem identification completeness and quality, (3) corrective action plans, (4) history of reasonable and cooperative behavior, and (5) customer satisfaction.

The Government reserves the right to obtain information from other sources (e.g., CPARS, PPIRS) to assess Offeror's performance risk. The Government may consider positive and negative information not mentioned by the Offeror, but found during the course of assessing relevant Past Performance.

III. Price

The Contracting Officer will evaluate the competitiveness, realism and reasonableness of the pricing, including any discounts offered. The Government reserves the right to reject any quote that includes any assumption that adversely impacts the Government's requirements. Evaluation of options does not obligate the Government to exercise the options.

END OF SECTION M

	Year 1 - Pricing Table for Local Procurement of Pharmaceutical Supplies BPA RFP										
Item	Unit	Quantity	Unit Cost	Discount (If Applicable)	Total Cost	Discount Notes/Conditions	Required Lead Time (Business Days)	Country of Origin			
		Notional figures for the purposes of cost		In the case of volume discounts, please specify percentage of discount here. If not		If a discount is applied, please note nature of discount and		Please note product country			
Items to be procured under BPA Calls	Unit of Measure (e.g. 500 mL Bottle)	comparison.	Cost per Unit	applicable, LEAVE BLANK.	not edit.	quantity at which it applies.	Please note the required lead time in business days.	of origin			

Additional Notes

- Offerors should only complete columns highlighted in blue.

- Unit cost estimates should be made with the Government's notional Unit as the base.

- Please complete Mark Up Table and confirm that burdened rates align.

- All prices should be for Year 1 (2016-2017)

- All quantities are notional. The USAID is NOT obligated to purchase quantities listed in this document.

- For prices in shillings please use the conversion rate of .00029 US dollars to 1 Ugandan Shilling.

- If other conversion rates are utilized, please make a note in the 'Offeror Notes' Tab.

Please Include Any Notes Below

	Pricing Table for	RFP (VMMC Supp	lies)					
Item	Unit	Quantity	Unit Cost (Fully Burdened)	Discount (If Applicable)	Total Cost	Discount Notes/Conditions	Required Lead Time (Business Days)	Country of Origin
Povidone Iodine 10%	1 Liter	9000			\$ -			
Sterile surgical gloves, latex, powdered, size 7		600			\$ -			
Sterile surgical gloves, latex, powdered, size 7.	Box 50	2000			\$ -			
Sterile surgical gloves, latex, powdered, size 8		500			\$ -			
Examination gloves - size 7.5 or large - 7,000	Box 50	10000			\$ -			
Suture material, vicryl, 75mm 3/0	Units	4200			\$ -			
Paracetamol 500mg	Tablets	2000			\$ -			
Crepe bandage (5cm x 4.5m)	Units	20000			\$ -			
Normal saline 0.9% IV 500ml	Bottles	2500			\$ -			
Alcohol 95% 20Ltr, not denaturated	Bottles	3500			\$ -			
Sodium Hypochlorite solution 5 Ltr	Bottles	2000			\$ -			
Dispensing envelope, plastic, 75/85 x105mm	Pack 100	950			\$ -			
Bin liners - Yellow	Pack 100	170			\$ -			
Bin liners - Red	Pack 100	70			\$ -			
Bin liners - Black	Pack 100	70			\$ -			
					\$-			

	Pricing Table f	or Local Pr	ocuremen	t of Pharmaceutical Supp	lies BPA R	RFP (Emergency Sup	oplies)	
Item	Unit	Quantity	Unit Cost	Discount (If Applicable)	Total Cost	Discount Notes/Conditions	Required Lead Time (Business Days)	Country of Origin
Sphygmomanometer	Unit	90			\$-			
Tourinquet	Unit	60			\$-			
IV Catheter	Unit	400			\$-			
IV Catheter	Unit	450			\$-			
IV Catheter	Unit	450			\$ -			
Adrenaline	1 mL	1000			\$ -			
Atropine	500 mcg/mL	1000			\$ -			
Non-rebreather Oxygen Mask and Oxygen tub	irUnit	60			\$ -			
Oropharyngeal airway	Unit	400			\$ -			
Oropharyngeal airway	Unit	400			\$ -			
Oropharyngeal airway	Unit	400			\$ -			
Ambubag	Unit	60			\$ -			
Alcohol Swabs	Box	150			\$ -			
Gauze	Box	1300			\$ -			
Pulse Oximeter	Unit	80			\$ -			
Endotracheal Tube	Unit	1200			\$ -			
Glucometer	Unit	50			\$ -			
Glucometer strips	Box	200			\$ -			
					\$-			•

				Country of		
Item	Unit	Quantity	Unit Cost	Total Cost	Discount Notes/Conditions	Origin
B.p. Unit, Mercury, Accoson	Each	200		\$ -		
Stethoscope, Cardio Double-Head, Harvey Elite	Each	150		\$ -		
Stethoscope, General Practice paediatric	Each	50		\$ -		
Stethoscope Foetal Wooden	Each	80		\$ -		
Electronic patient thermometer	Each	250		\$ -		
Instrument set: Delivery	Each	150		\$ -		
Apron Plastic Re-Usable	Each	200		\$ -		
Mackintosh Rubber Brown (Sheeting) per 1M	Each	250		\$ -		
Ordinary Gum boots (White)	Each	200		\$ -		
Steriliser Drum, Stainless steel,240DiaX290mm	Each	120		\$ -		
Emergency medicine trolley	Each	50		\$ -		
Steriliser, Non-Electric, 16.6Ltr, 1925X All American	Each	50		\$ -		
Oxygen concentrator,525Ks-Df,Devilbiss	Each	10		\$ -		
Pulse-Oximeter, hand held	Each	10		\$ -		
Suction pump, Foot-operated uni-Suction Ambu	Each	50		\$ -		
Vacuum extractor	Each	15		\$ -		
Instrument set: Postpartum IUD Insertion	Each	60		\$ -		
Sims Speculum medium (PNC)	Each	60		\$ -		
Cuscos speculum medium (interval)	Each	50		\$ -		
Forceps, Sponge/dressing 240mm smooth	Each	150		\$ -		
Uterine sound flexible graduated	Each	60		\$ -		
Forceps, uterine tenaculum	Each	60		\$ -		
Scissors straight 200mm	Each	60		\$ -		
Stand on digital weighing scale, mechanical with height measure	Each	30		\$ -		
Infant basin weighing scale, mechanical	Each	30		\$ -		

Pricing Table for Local Procurement of Pharmaceutical Supplies BPA RFP (Nutrition Supplies)									
Item	Unit	Quantity	Unit Cost	Discount (If Applicable)	Total Cost	Discount Notes/Conditions	Required Lead Time (Business Days)	Country of Origin	
MUAC tape 6months-59 months	Each	400			\$ -			1	
MUAC tape 6year-10 years	Each	150			\$ -				
MUAC tape 10year-14 years	Each	150			\$ -				
MUAC tape 15year-18 years	Each	150			\$ -				
MUAC tape 18 years and above	Each	150			\$ -				
MUAC tape pregnant/lactating women	Each	400			\$ -				
	·	÷			\$-				

VMMC Items	Base Unit Price	Mark Up Rate	Burdened Unit Cos	Costs Included In Mark Up (Narrative)
Povidone Iodine 10%			\$ -	
Sterile surgical gloves, latex, powdered, size 7			\$ -	
Sterile surgical gloves, latex, powdered, size 7.5			\$-	
Sterile surgical gloves, latex, powdered, size 8			\$ -	
Examination gloves - size 7.5 or large - 7,000			\$ -	
Suture material, vicryl, 75mm 3/0			\$ -	
Paracetamol 500mg			\$ -	
Crepe bandage (5cm x 4.5m)			\$-	
Normal saline 0.9% IV 500ml			\$ -	
Alcohol 95% 20Ltr, not denaturated			\$ -	
Sodium Hypochlorite solution 5 Ltr			\$ -	
Dispensing envelope, plastic, 75/85 x105mm			\$ -	
Bin liners - Yellow			\$-	
Bin liners - Red			\$-	
Bin liners - Black			\$ -	

Emergency Items	Base Unit Price	Mark Up Rate	Burdened Unit Cos	Costs Included In Mark Up (Narrative)
Sphygmomanometer			\$ -	
Tourinquet			\$ -	
IV Catheter			\$ -	
IV Catheter			\$ -	
IV Catheter			\$ -	
Adrenaline			\$ -	
Atropine			\$ -	
Non-rebreather Oxygen Mask and Oxygen tubing			\$ -	
Oropharyngeal airway			\$ -	
Oropharyngeal airway			\$ -	
Oropharyngeal airway			\$ -	
Ambubag			\$ -	
Alcohol Swabs			\$ -	
Gauze			\$ -	
Pulse Oximeter			\$ -	
Endotracheal Tube			\$ -	
Glucometer			\$ -	
Glucometer strips			\$ -	

MNCH Items	Base Unit Price	Mark Up Rate	Burdened Unit Co	st Costs Included In Mark Up (Narrative)
B.p. Unit, Mercury, Accoson			\$ -	
Stethoscope, Cardio Double-Head			\$ -	
Stethoscope, General Practice paediatric			\$ -	
Stethoscope Foetal Wooden			\$ -	
Electronic patient thermometer			\$ -	
Instrument set: Delivery			\$ -	
Apron Plastic Re-Usable			\$ -	
Mackintosh Rubber Brown (Sheeting) per 1M			\$ -	
Ordinary Gum boots (White)			\$ -	
Steriliser Drum, Stainless steel,240DiaX290mm			\$ -	
Emergency medicine trolley			\$ -	
Steriliser, Non-Electric, 16.6Ltr,1925X All				
American			\$ -	
Oxygen concentrator,525Ks-Df,Devilbiss			\$ -	
Pulse-Oximeter, hand held			\$ -	
Suction pump, Foot-operated uni-Suction Ambu			\$ -	
Vacuum extractor			\$ -	
Instrument set: Postpartum IUD Insertion			\$ -	
Sims Speculum medium (PNC)			\$ -	
Cuscos speculum medium (interval)			\$ -	
Forceps, Sponge/dressing 240mm smooth			\$ -	
Uterine sound flexible graduated			\$ -	
Forceps, uterine tenaculum			\$ -	
Scissors straight 200mm			\$ -	
Stand on digital weighing scale, mechanical with				
height measure			\$ -	
Infant basin weighing scale, mechanical			\$ -	

Nutrition Items	Base Unit Price	Mark Up Rate	Burdened Unit Cost	Costs Included In Mark Up (Narrative)
MUAC tape 6months-59 months			\$ -	
MUAC tape 6year-10 years			\$ -	
MUAC tape 10year-14 years			\$ -	
MUAC tape 15year-18 years			\$ -	
MUAC tape 18 years and above			\$ -	
MUAC tape pregnant/lactating women			\$ -	

Summary PriceTable for Local Procurement of Pharmaceutical Supplies BPA RFP					
VMMC Supplies Subtotal	\$	-			
Emergency Supplies Subtotal	\$	-			
MNCH Supplies Subtotal	\$	-			
Basic Nutrition Supplies Subtotal	\$	-			
Total Cost	\$	-			

SECTION J - ATTACHMENT

ANNEX B: PAST PERFORMANCE

SOL-617-17-000012 M.1 EVALUATION FACTORS Point # 2.PAST PERFORMANCE				
1. The extent to which there is a similarity in size, scope, complexity, and relevance to the PWS requirements, as well past performance references.				
 The extent to which the Offeror has previously demonstrated a high quality of services through (1) compliance with contract requirements, (2) standards of good workmanship, (3) accuracy of reports, (4) performance of key individuals, and (5) technical excellence. 				
3. The extent to which the Offeror's past performance speaks to (1) timeliness against contract/purchase orders, (2) timeliness against contract milestones, (3) timeliness against contract delivery schedules, (4) responsiveness to technical direction, and (5) timeliness against administrative requirements.				
4. The extent to which past performance indicates use of cost controls through the Offeror's (1) ability to perform within or below budget, (2) use of cost efficiencies, (3) relationship of negotiated costs to actuals, (4) submission of reasonably priced change proposals, (5) forecasting accuracy and timeliness, and (6) ability to provide timely, current, complete, and accurate billings.				
5. The extent to which the offeror maintained business relations through (1) timeliness of interactions, (2) problem identification completeness and quality, (3) corrective action plans, (4) history of reasonable and cooperative behavior, and (5) customer satisfaction.				

NOTE:

The Government reserves the right to obtain information from other sources (e.g., CPARS, PPIRS) to assess Offeror's performance risk. The Government may consider positive and negative information not mentioned by the Offeror, but found during the course of assessing relevant Past Performance.