

Issuance Date: September 1, 2020
Questions Deadline: September 8, 2020
Proposal Deadline: September 25, 2020 by 4 p.m. CET

**Cardno Emerging
Markets USA, Ltd.**

**USAID Cooperation for
Growth (CFG) Project**

Request for Proposals

USAID CFG RFP-2020-02

For the Provision of
**Development of the online web-based Central database of Food Business Operators and
facilities and the electronic inspection support platform**

Project:
USAID Cooperation for Growth (CFG) Project

Contracting Entity:
Cardno Emerging Markets USA, Ltd.
2107 Wilson Boulevard, Suite 800
Arlington, VA 22201-3096

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

Request for Proposals	3
Section 1 – Background and Scope of Work	5
Section 2 - Detailed Instructions.....	8
Section 3 - Proposal Submission and Preparation Information	9
Section 4 – Evaluation and Award Information	13
Section 5 – Administration Information	15
Section 6 – Annexes.....	17
Annex 1 - Certifications.....	17
Annex 2 – Special Award Conditions.....	21
Annex 3 – Technical Proposal Form	27
Annex 4 – Proposal Format	28

Request for Proposals

Cardno Emerging Markets USA, Ltd., the Contractor, acting on behalf of the U.S. Agency for International Development (USAID) as implementer of the USAID Cooperation for Growth (CFG) Project, is soliciting offers from qualified, legally registered U.S. or Serbian, non-profit or for-profit companies and organizations, and non-governmental organizations (NGOs) to submit proposals to carry out the *Development of the online web-based Central database of Food Business Operators and facilities and the electronic inspection support platform*

This Request for Proposals (RFP) consists of the following sections:

1. Section 1 – Background and Scope of Work
2. Section 2 – Detailed Instructions
3. Section 3 – Proposal Submission and Preparation Information
4. Section 4 – Evaluation and Award Information
5. Section 5 – Administration Information
6. Annexes

Cardno Emerging Markets USA, Ltd / USAID Cooperation for Growth Project (Cardno/USAID CFG) is soliciting proposals from qualified offerors to provide the services described in “Section 1 Funding Opportunity Description, Scope of Work” of this RFP. The successful bidder will be responsible for ensuring achievement of specified deliverables.

The Offeror may NOT subcontract or enter into joint ventures or other agreements with other organizations under any resultant subcontract without prior Cardno approval. Should there be a need for the Offeror to subcontract to another organization, the Offeror must perform a substantial portion of the activities (including program management and operations, and delivery of required services.)

The Offeror may not submit more than one proposal per RFP. The Offeror may not be a partner in another proposal on the same RFP. The Offeror and its partner(s), if any, must satisfy the eligibility criteria as per Section 2.1.

Subcontract Award: Cardno/USAID CFG intends to award one Firm Fixed Price subcontract payable in RSD (Serbian dinars), in funding to be allocated over an approximately 12 months period, with an additional 12-month warranty and maintenance period. The anticipated period of performance of the subcontract is expected to start from on or about October 5, 2020. All tasks except warranty period should be completed no later than October 4, 2021. Cardno/USAID CFG anticipates awarding one Firm Fixed Price subcontract under this RFP. Under a Firm Fixed Price subcontract all payments will be fixed-sum, payable upon completion of deliverables. Deliverables, payment amounts, and dates will be defined in detail during negotiations to enter into a subcontract.

Cardno/USAID CFG will select the offer that presents best value based on the evaluation criteria stated in this RFP. This RFP in no way obligates USAID CFG, Cardno, or USAID to execute a subcontract, nor does it commit USAID CFG, Cardno, or USAID to pay any cost incurred in the preparation and submission of proposals.

Submission and deadline of proposals: Offerors are responsible for ensuring that their signed technical and cost proposals are received in accordance with the instructions stated in this RFP

and received no later than the closing time and date. Cardno/USAID CFG cannot guarantee that late offers will be considered. Offerors shall submit their offers electronically only. Emailed offers must be received by 16:00 (4 pm) CET (Local Belgrade Time) on **September 25, 2020** at cfgkonkursi@saradnja.rs.

Validity Period

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

Questions and Clarifications. Upon receipt of this RFP, Offerors should carefully review the entire document. Offerors should submit any questions concerning this RFP to cfgkonkursi@saradnja.rs; The deadline for questions is **September 8, 2020**.

Organizations invited by Cardno/USAID CFG to submit proposals for the services described in this RFP are under no obligation to do so. Offerors will not be reimbursed for any costs incurred in connection with the preparation and submissions of their bids.

Section 1 – Background and Scope of Work

1. Background

The Law on Food Safety stipulates that the production and marketing of food may only be conducted by a legal entity / entrepreneur registered in the Central Register of Objects (CRO) which is kept by the ministry responsible for agriculture and which contains the data on operators (Serbian: subjekti) and facilities sometimes referred to as establishments (Serbian: objekti) for production, distribution and/or storage of food and feed.

The primary purpose of CRO is to enable monitoring of food safety and traceability, as well as risk analysis since it is necessary for the registry to serve as one of the data sources for the planning of inspection controls. The obligation to keep a register is prescribed by Regulations 852/2004 and 882/2004 of the European Union, and similar registers are maintained in the countries of the European Union. In the Republic of Serbia, establishment, managing and content of the CRO is regulated in the Rulebook on the Content and Manner of Keeping the Central Register of Objects (Official Gazette of the Republic of Serbia No. 10/2010).

Regulations stipulate that the CRO should be a unique database of food business operators and facilities that includes all registers established in accordance with special regulations (Veterinary Law). Therefore, all subjects and objects registered in any of the registers kept by the Veterinary Directorate are considered to be registered in the CRO without having to submit the application for registration to the Agricultural Inspectorate.

However, in practice, any data exchange between different registers to a single database is lacking due to technical obstacles, and therefore the Agricultural Inspection Sector does not have access to data entered by the Veterinary Directorate and vice versa.

Based on the above-mentioned automatization and digitalization of business processes and the development of an online web-based Central database of food business operators and the electronic inspection support platform would be recommended.

2. Activity Purpose

The objective of this task is to develop an online web-based database of food business operators (FBOs) and the electronic platform to support inspection planning and oversight.

The system should be implemented as a role-based web platform with different set of permissions based on the role within the system.

The platform should have the following segments that will be further described in the technical and functional specification:

- The part of the platform open to the inspection only
- The part of the platform open to the inspection and FBOs (access will be allowed with a password which only registered businesses in the RS will get upon registration at the inspection in charge):
- The part of the platform open to the general public.

3. Scope of Work

The assignment will be divided into four parts:

- 1) Inception Report synthesizing the needs of the project and providing design recommendations for the system containing detailed functional specification and use cases design;
- 2) Development of the beta version of the system ready to be tested by the beneficiary and the USAID CFG Project,
- 3) Final version of the system,
- 4) Monthly maintenance and further customization of the system during 12 months after the development of the system;

Note: Proposal should include all system components and licenses needed, and support-level expenses, in the price.

Note: Due to U.S. Federal Government procurement restrictions, under no circumstances can database, database components, or database maintenance contain any hardware, software, or service developed or provided by Kaspersky Lab; any successor entity to Kaspersky Lab; any entity that controls, is controlled by, or is under common control with Kaspersky Lab; or any entity of which Kaspersky Lab has a majority ownership.

The beta version of the system will establish the core of the system by creating necessary conditions for testing by the beneficiary and the USAID CFG Project. When the most needs are met, the second phase will begin by building the final version of the system that includes all agreed functionalities. The final part of the assignment is related to the maintenance of the system throughout 12 months after the development of the system. This primarily assumes the bugs removal that requires developer immediate attention, but also minor modifications of the system, such as adding new fields for data entering. Significant improvements can be a subject of a separate assignment. *Precise definitions and distinction between minor and significant improvements are to be specified by the software provider (within the proposal).*

All tasks – except the warranty period – should be completed in not more than 12 months.

3.1 Technical Requirements

Technical and functional Requirements are given as an annex to this document under Appendix no 1: Functional and Technical Specification (list on functional and technical requirements requested)

3.2 Deliverables

The following are the specific deliverables, which upon Cardno's acceptance of the deliverable, will also serve as milestones for payments (the date of signing of the agreement will be hereinafter referred to as "Contracting date").

Statement of Work – SOW			
Deliverable No.	Deliverable Name	Deliverables	Due Date
1	The online web-based Central database of operators and facilities and the electronic inspection support platform Design Specifications	Inception Report	15. November 2020
2	Development of the beta version of the system	Beta version of the system that contains the foundation of the software with the functionality to enter key data	15. July 2021
3	Development of the final version of the system	Final, user ready system	31. September 2021
4	Training provided to the beneficiary on proper usage and maintenance of the system	Manuals (electronic and accessible within the system) Training provided to the beneficiary staff	04. October 2021
5	Bug and minor improvements - timely, on call response to de-bugging and system adjustments - to the system during the warranty period	Monthly report on the debugging and adjustments	04. October 2022

4. Ownership of Work Product

The developer is required to hand over the final product after the completion of its assignment. The final work product; all source code, intellectual property, documentation and all items specific to this product will be under the client's exclusive ownership.

5. Competencies

5.1 Qualifications and skills

- The Offeror must be registered as a company specialized in software development;
- The Offeror must demonstrate that it has successfully completed at least two similar contracts during past 5 years. To be proved by providing references for previous contracts. Similar contracts include systems of similar complexity;
- The Offeror must have at least four software developers engaged, out of which at least two senior software developers and one project manager. To be proved by providing statement containing list of employees and their job positions;

The Project Manager will oversee the entire process for the deliverables should have the following skills and qualifications:

- Advanced degree (Masters Level) in any relevant science field (Natural Sciences, Mathematics, Statistics, Economic, Computer Science, Management),
- At least 10 years' experience related to managing the implementation of IT projects
- Proven track record managing the development of web applications,
- Knowledge / practice of USAID protocols and procedures, would be considered an advantage.

The Lead Developer responsible for the development and quality of project should have the following skills and qualifications:

- Advanced degree (Masters Level) in a relevant field (Computer Science, Data/Information Management, Advanced Statistical Analysis, Information Technology, and Software Engineering),
- At least 7 years' experience related to software development / database development
- Proven track record experience in development of web applications,
- Knowledge / practice of AGILE methodology.
- Knowledge / practice of USAID protocols and procedures would be considered an advantage.

5.2 Technical Evaluation

CFG Project will evaluate technical bids on the following broad criteria:

Technical Completeness of the bid containing details of:

- Clear Process Flow / Functionality of the entire solution for the system,
- Platform proposed,
- Compliance with scope of work,
- Compliance with Functional Requirements and Technical Requirements,
- Qualifications of the Consultant and staff proposed for the assignment,
- Consultant / Firm's experience and competency with data management and development of Information Systems.

Section 2 - Detailed Instructions

2.1. Eligibility Information

Eligible Offerors shall be able to comply with and achieve the proposed Program Description, Tasks, and Results and have a satisfactory performance record and record of integrity and

business ethics. Eligible Offerors include legally registered US and Serbian non-for-profit and for-profit organizations, and non-governmental organizations (NGOs).

Ineligible Offerors include:

- Entities that have misused USAID funds in the past, organizations that advocate, promote or espouse anti-democratic policies or illegal activities;
- Political parties or institutions;
- Organizations that intend to use the contract for religious objectives;
- Organizations that are on the list of parties excluded from federal procurement and non-procurement programs or the United Nations Security Sanctions Committee.

2.2 Source of Funding, Authorized Geographic Code, and Source and Nationality

Any subcontract resulting from this RFP will be financed by USAID funding and will be subject to U.S. Government and USAID regulations. The authorized USAID geographic code for this RFP and any resulting subcontract is Code 937. All commodities and services supplied under any subcontract resulting from this RFP must be procured from Code 937 sources. Code 937 is defined as the United States, Serbia, and developing countries other than advanced developing countries, but excluding any country that is a prohibited source. A list of developing countries, advanced developing countries, and prohibited sources, is available in USAID's Automated Directives System, ADS 310 (<http://www.usaid.gov/policy/ads/300/310.pdf>).

Section 3 - Proposal Submission and Preparation Information

The deadline for the submission of proposals is **September 25, 2020 by 4 p.m. CET** via email to cfgkonkursi@saradnja.rs. Late proposals will not be considered. The email subject line item must contain the reference number of the RFP.

The Offerors must submit the proposal electronically with attachments (10 MB limit per email) compatible with MS Word, MS Excel, readable format, or Adobe Portable Document (PDF) format in a Microsoft Windows - compatible environment. Those pages requiring original manual signatures should be scanned and sent in PDF format as an email attachment.

The submitted proposal shall follow the format as described below.

1. An identifiable tab sheet shall precede each section for easy reference.
2. All pages, except pre-printed technical inserts, shall be sequentially numbered.
3. The Offeror may include any additional information considered pertinent.
4. All proposals shall include a Technical Proposal and a Cost Proposal.
5. All proposals shall be submitted in English.

All materials submitted in response to this RFP shall become the property of Cardno and may be returned only at Cardno's option.

3.1. Requirements for Proposal Format

The required format for Proposals is listed below:

1. Cover Letter

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

- i. Name of the company or organization
- ii. Type of company or organization
- iii. Address
- iv. Telephone
- v. Fax
- vi. E-mail
- vii. Full names of members of the Board of Directors and Legal Representative (as appropriate)
- viii. Taxpayer Identification Number
- ix. DUNS number
- x. Reference Number of the RFP
- xi. Other required documents that shall be included as attachments to the cover letter

3.2. Technical Proposal

The technical proposal, supporting documents and CVs of the proposed key staff members must not be longer than 50 pages in length, and pages submitted that exceed 50 pages will not be reviewed.

The technical proposal shall comprise the following parts:

Part 1: Technical Approach, Methodology and Draft Detailed Work Plan.

Present a narrative that demonstrates understanding, creativity and added value for the tasks identified in the scope of work. This section should demonstrate the Offeror's approach, providing a detailed description of the activities, tools, methodologies, management, logistics, resource requirements (non-financial), and a draft work plan for conducting trainings and development.

Information which the Offeror considers proprietary, if any, should be clearly marked "proprietary" next to the relevant part of the text and it will then be treated as such. The Offeror is required to propose a detailed time-line for proposed activities.

Part 2: Management, Personnel, and Staffing Plan. The Offeror shall determine, define and propose a team that has the appropriate range of skills and personnel positions necessary to implement the scope of work. The roles and responsibilities of each team member should be described. USAID CFG expects at least four staff to be included in any response to this proposal: 1) a Project Manager, 2) Senior Software Developer, 3) Software Developer and 4) System Architect.

The Offeror will provide a listing of staff that will be engaged on this project and their CVs. The Offeror will also designate key personnel, who should include the Project Manager.

Part 3: Corporate Capabilities, Experience, and Past Performance. This section should provide a brief description of the Offeror's past and present activities. It should focus on services related to the proposal.

Part 3 must include a description of the company and organization, with appropriate reference to any parent company and subsidiaries. Offerors must include details demonstrating their experience and technical ability in implementing the technical approach/methodology to conducting the feasibility study and the detailed work plan. Additionally, Offeror must include 3 past performance references of similar work (under contracts or subcontracts) previously implemented as well as contact information for the companies for which such work was completed. Contact information must include at a minimum: name of point of contact that can speak to the Offeror's performance, name and address of the company for which the work was performance and email and phone number of the point of contact.

Cardno/USAID CFG reserves the right to check additional references not provided by an Offeror.

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

A sample proposal format is provided in Annex 3 and Annex 4 of this RFP.

3.3. Cost Proposal

The cost proposal shall be submitted as a separate file from the technical proposal. Offerors shall fill in the budget form with sufficient detail to permit evaluation of cost reasonableness.

All bids must include proposed costs to complete the tasks described in the project Scope of Work. The cost proposal is used to determine which proposals represent the best value and serves as a basis of negotiation before award of a subcontract.

The price of the subcontract to be awarded will be an all-inclusive fixed price. No profit, fees, taxes, or additional costs can be added after award.

Offerors should present their firm fixed price offer and complete the Proposal Cost Summary in Annex 3. This cost summary shall be the basis for firm fixed price cost proposal evaluation of all offeror's deliverable prices.

In addition, for the purpose of the proposal, Offerors must provide a detailed budget showing major line items, e.g. salaries, allowances, travel costs, other direct costs, indirect rates, etc., as well as individual line items, e.g. salaries or rates for individuals, different types of allowances, rent, utilities, insurance, etc. Bidders must show unit prices, quantities, and total price. All items, services, etc. must be clearly labeled and included in the total offered price. All cost information must be expressed in US Dollars.

The cost proposal shall also include a budget narrative that explains the basis for the estimate of every cost element or line item.

Cardno/USAID CFG reserves the right to request additional cost information if the evaluation committee has concerns of the reasonableness, realism, or completeness of an Offeror's proposed cost.

If it is the bidder's regular practice to budget indirect rates, e.g. overhead, fringe, G&A, administrative, or other rate, bidders must explain the rates and the rates' base of application in the budget narrative. Cardno/USAID CFG reserves the right to request additional information to substantiate a bidder's indirect rates.

In addition, Offerors must provide a Level of Effort (LoE) table presenting the level of effort of the key experts/personnel proposed.

Responsibility Determination: Offerors should submit any additional evidence for responsibility deemed necessary for Cardno to make a determination of responsibility. The information submitted should substantiate that the Offeror:

- a) Has adequate financial resources or the ability to obtain such resources as required during the performance of the agreement;
- b) Has the ability to comply with the agreement conditions, taking into account all existing and currently prospective commitments of the Offeror, nongovernmental and governmental;
- c) Has a satisfactory record of performance. Past relevant unsatisfactory performance is ordinarily sufficient to justify a finding of non-responsibility, unless there is clear evidence of subsequent satisfactory performance;
- d) Has a satisfactory record of integrity and business ethics;
- e) Is otherwise qualified and eligible to contract an agreement under applicable laws and regulations.

Templates for the LoE table and Responsibility Determination are included in the RFP tender dossier.

Information on the Offerors DUNS - Offerors must provide their Data Universal Number System (DUNS) number to Cardno/USAID CFG. If an Offeror does not have a DUNS number, they must demonstrate that they will be able to receive and provide the DUNS number to Cardno before any subcontract can be awarded. Cardno may not make an award to any entity unless the entity has provided its DUNS number to Cardno. Data Universal Numbering System (DUNS) number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently +1 866-705-5711) or the Internet (currently at <http://fedgov.dnb.com/webform>).

Information on the Offerors Executives – Offerors must indicate if in the Offerors preceding fiscal year, the Offeror received:

- a. 80 percent or more of its annual gross revenues from US Government sources; and
- b. \$25,000,000 or more in annual gross revenues from US Government sources

If the Offeror answers yes to either of the criteria above, they Offeror must provide the names and total compensation of each of the Offeror's five most highly compensated executives for the Offeror's preceding completed fiscal year.

Please note that the Offeror should also submit the following supporting documents:

- A copy of your organization's Articles of Incorporation or other documentation which substantiates the legal character/registration of the organization.

- Copies of the Offeror's financial reports for the previous three-year period, which have been audited by a reputable certified public accounting firm.

Section 4 – Evaluation and Award Information

4.1 Evaluation Criteria

Proposals will be evaluated in accordance with the criteria set forth below. The criteria have been tailored to the requirements of this RFP. Proposals should note that these criteria serve to: (a) identify the significant matters which Offerors should address in their proposals; and (b) set the standard against which all proposals will be evaluated.

To the extent necessary, Cardno/USAID CFG may request clarification and supplemental materials from Offerors whose proposals have a reasonable chance of being selected for a subcontract. The entry into discussion is to be viewed as part of the evaluation process and shall not be deemed as indicative of a decision or commitment upon the part of Cardno / USAID CFG to contract the selected Offeror with whom discussions are being held.

The Evaluation Committee will evaluate all proposals on responsiveness to RFP requirements, quality and cost. If an Offeror's proposal fails to fulfill requirements of the RFP in any respect, contains an irregularity, or contains a deviation from the requirement, it will be considered non-responsive and may be rejected.

Proposals will be evaluated by the Evaluation Committee on the basis of 100 possible points. The weighting of various sections will be as follows:

Category	Maximum Points (100 Total)
Technical Approach	40
Management, Personnel, and Staffing Plan	25
Corporate Capabilities, Experience, and Past Performance	25
Cost proposal	10
Total Possible Points	100

1. Technical Approach (40 points):

Comprehensive proposed program approach, including detailed activities and a timeline for fulfilling all requirements of the Scope of Work in an effective and efficient manner. The methodology should clearly explain how the applicant will complete the work and include a detailed work plan.

2. Management, Personnel, and Staffing Plan (25 points)

Personnel Qualifications – The Offeror should describe their overall staffing capability and capacity to undertake work in this area. A detailed description of proposed team members' qualifications and relevant experience to carry out the Scope of Work should be included. As a whole, the proposed team should reflect an understanding of the scope.

3. Corporate Capabilities, Experience, and Past Performance (25 points)

Offeror's experience and capabilities in undertaking similar activities should be detailed here, including references and certifications (if relevant). If desired, applicants may share website links to relevant examples for consideration. Offerors may also consider capacity and capabilities of relevant staff and/or consultants when describing their organizational capabilities.

4. Cost proposal (10 points):

Cost effectiveness, including resources provided for the proposed cost. Cost realism including whether the price offered is within the cost range that Cardno/USAID CFG should realistically expect to pay for the proposed effort. Consistency of the proposed costs with the technical approach. Is the proposed budget realistic, well-thought out, and in line with the proposed activities? Are the proposed costs reasonable, allowable and allocable to the award?

The selection of the Offeror for award will be made by the Cardno/USAID CFG Evaluation Committee based on the evaluation criteria above. The award is to be made based on the best overall (i.e., best value) proposal that is determined to be the most beneficial to project with appropriate consideration given to the four evaluation factors. The non-cost factors, when combined, are significantly more important than the cost factor.

4.2. Award process

The Successful Offeror will receive written notice from the Subcontracts Manager informing the Offeror that Cardno /USAID CFG either intends to award a subcontract to the Offeror solely on the basis of the original bids received, or that the Cardno/USAID CFG intends to engage the Offeror in further negotiations with respect to a potential award prior to awarding a subcontract, during which details of the subcontract will be discussed including a review of budget and work plans proposed by a Offeror. Negotiations conducted after the receipt of a bid do not constitute an obligation on the part of Cardno/USAID CFG to award a subcontract.

Following the negotiation process, USAID Cooperation for Growth Project will request a written approval from USAID prior to executing the subcontract, if required under the terms of the prime contract. Any resultant subcontract will be subject to the applicable terms and conditions of the Prime Contract for the USAID CFG. Unsuccessful Offerors will be notified in writing by the Subcontracts Manager.

Section 5 – Administration Information

5.1. Contracting Office

The Office is:

Predstavništvo Cardno Emerging Markets USA Ltd. /USAID Cooperation for Growth Project
27-29, Rajiceva
Belgrade, Serbia
Phone: +381 11 40 03 814

5.2. Technical Representative

The Cardno Technical Representative is Mrs. Dragana Stanojevic, Chief of Party (dstanojevic@saradnja.rs).

All communication should be copied also to Tanja Stojkovic, Finance and Operations Director, at tstojkovic@saradnja.rs.

Phone: +381 11 40 03 814, 40 03 813

5.3. Paying Office

Invoices should be submitted to:

Predstavništvo Cardno Emerging Markets USA, Ltd. /USAID Cooperation for Growth Project
27-29, Rajiceva
Belgrade, Serbia
Phone: +381 11 40 03 814

5.4. Technical Directions / Relationship with Cardno

- (a) Technical Directions are defined to include:
 - (1) Written directions to the Subcontractor that fill in details, suggest possible lines of inquiry, or otherwise facilitate completion of work;
 - (2) Provision of written information to the Subcontractor that assists in the interpretation of specifications, or technical portions of the work statement or subcontract;
 - (3) Review and, where required, provide written approval of technical reports, specifications, or technical information to be delivered.
- (b) Cardno is authorized to take any or all action with respect to the following, except any action specifically prohibited by the terms of the subcontract:
 - (1) Assure that the Subcontractor performs the technical requirements of the subcontract in accordance with the subcontract terms, conditions, and specifications.
 - (2) Perform or cause to be performed, inspections necessary in connection with (a1) above and require the Subcontractor to correct all deficiencies; perform acceptance for Cardno.
 - (3) Maintain all liaison and direct communications with the Subcontractor.

(4) Monitor the Subcontractor's production or performance progress.

5.5. Payment

The Subcontractor will be paid upon completion and Cardno/ USAID CFG acceptance of project milestones and submitted deliverables. The Subcontractor shall submit invoices in accordance with the subcontract payment schedule. A proper invoice must clearly indicate the following information.

Subcontractor Name and Address
Invoice Date and Invoice Number
Subcontract Number
Description of deliverables for which payment is being claimed
Payment address/bank account number.

Each copy of the invoice shall contain the certification below. An authorized representative of the Subcontractor's organization must sign this certification. Failure to provide the required invoice information will result in the invoice being returned to the Subcontractor for correction.

The undersigned hereby certifies that (1) this voucher and any attachments have been prepared from the books and records of the Subcontractor in accordance with the terms of the purchase order between Cardno Emerging Markets USA, Ltd. and Subcontractor, and to the best of my knowledge and belief that they are correct, that the amount claimed is proper and due, that all daily rates claimed are for actual days (or fractions thereof) which have been satisfactorily provided/performed, that other costs claimed are allowable and are actual direct costs incurred in performance of the Subcontract, and have been paid by the Subcontractor, that the quantities and amounts involved are consistent with the requirements of the Purchase order, that all required approvals have been obtained, and (2) appropriate refund shall be made to Cardno Emerging Markets USA, Ltd. promptly upon request in the event of disallowance.

(Name, Title, Date)

All taxes of every nature and kind, including occupation, or property taxes, shall be the responsibility of the Subcontractor; and Cardno/USAID CFG, without limitation, franchise, net or gross income, license, shall have no obligation to the Subcontractor therefore. The Subcontractor shall report and pay, as an independent subcontractor, all taxes applicable to amounts received from Cardno/USAID CFG hereunder. However, Cardno/USAID CFG will exempt each pro forma invoice, submitted by the Subcontractor, from VAT (value added tax).

5.6. Assignment / Delegation

The subcontract may not be assigned or delegated, in whole or in part, by the Subcontractor without the written consent of Cardno/USAID CFG, by which consent shall not be unreasonably withheld. In the absence of such consent, any assignment is void.

Section 6 – Annexes

Annex 1 - Certifications

Certification Regarding Lobbying

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal Cooperative Agreement, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, subcontract, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, subcontract, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure of Lobbying Activities,” in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, sub-subcontracts, and contracts under subcontracts, loans, and cooperative agreements) and that all sub-awardees shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

“The undersigned states, to the best of his or her knowledge and belief, that: If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.”

Certification of Offeror

By signing below the Offeror provides certifications and assurances for the Certification Regarding Lobbying above.

RFP No. _____
Quote No. _____
Date of Proposal _____
Name of Offeror _____
Typed Name and Title _____
Signature _____
Date _____

Certification Regarding Terrorist Financing, Implementing Executive Order 13224

By signing and submitting this application, the Offeror provides the certification set out below:

- a. The Offeror, to the best of its current knowledge, did not provide, within the previous ten years, and will take all reasonable steps to ensure that it does not and will not knowingly provide, material support or resources to any individual or entity that commits, attempts to commit, advocates, facilitates, or participates in terrorist acts, or has committed, attempted to commit, facilitated, or participated in terrorist acts, as that term is defined in paragraph 3.
2. The following steps may enable the Offeror to comply with its obligations under paragraph 1:
- a. Before providing any material support or resources to an individual or entity, the Offeror will verify that the individual or entity does not (i) appear on the master list of Specially Designated Nationals and Blocked Persons, which list is maintained by the U.S. Treasury's Office of Foreign Assets Control (OFAC) and is available online at OFAC's website: <http://sdnsearch.ofac.treas.gov/>, or (ii) is not included in any supplementary information concerning prohibited individuals or entities that may be provided by USAID to the Offeror.
 - b. Before providing any material support or resources to an individual or entity, the Offeror also will verify that the individual or entity has not been designated by the United Nations Security (UNSC) sanctions committee established under UNSC Resolution 1267 (1999) (the "1267 Committee") [individuals and entities linked to the Taliban, Usama bin Laden, or the Al Qaida Organization]. To determine whether there has been a published designation of an individual or entity by the 1267 Committee, the Offeror should refer to the consolidated list available online at the Committee's website: <https://scsanctions.un.org/consolidated/>.
 - c. Before providing any material support or resources to an individual or entity, the Offeror will consider all information about that individual or entity of which it is aware and all public information that is reasonably available to it or of which it should be aware.
 - d. The Offeror also will implement reasonable monitoring and oversight procedures to safeguard against assistance being diverted to support terrorist activity.
3. For purposes of this Certification-
- a. "Material support and resources" means currency or monetary instruments or financial securities, financial services, lodging, training, expert advice or assistance, safehouses, false documentation or identification,

communications equipment, facilities, weapons, lethal substances, explosives, personnel, transportation, and other physical assets, except medicine or religious materials.”

b. “Terrorist act” means-

(i) an act prohibited pursuant to one of the 12 United Nations Conventions and Protocols related to terrorism (see UN terrorism conventions Internet site: <http://untreaty.un.org/English/Terrorism.asp>); or

(ii) an act of premeditated, politically motivated violence perpetrated against noncombatant targets by subnational groups or clandestine agents; or

(iii) any other act intended to cause death or serious bodily injury to a civilian, or to any other person not taking an active part in hostilities in a situation of armed conflict, when the purpose of such act, by its nature or context, is to intimidate a population, or to compel a government or an international organization to do or to abstain from doing any act.

c. “Entity” means a partnership, association, corporation, or other organization, group or subgroup.

d. References in this Certification to the provision of material support and resources shall not be deemed to include the furnishing of USAID funds or USAID-financed commodities to the ultimate beneficiaries of USAID assistance, such as recipients of food, medical care, micro-enterprise loans, shelter, etc., unless the Offeror has reason to believe that one or more of these beneficiaries commits, attempts to commit, advocates, facilitates, or participates in terrorist acts, or has committed, attempted to commit, facilitated or participated in terrorist acts.

e. The Offeror’s obligations under paragraph 1 are not applicable to the procurement of goods and/or services by the Offeror that are acquired in the ordinary course of business through contract or purchase, e.g., utilities, rents, office supplies, gasoline, etc., unless the Offeror has reason to believe that a vendor or supplier of such goods and services commits, attempts to commit, advocates, facilitates, or participates in terrorist acts, or has committed, attempted to commit, facilitated or participated in terrorist acts.

This Certification is an express term and condition of any agreement issued as a result of this application, and any violation of it shall be grounds for unilateral termination of the agreement by USAID prior to the end of its term.

Certification of Offeror

By signing below the subcontractor provides certifications and assurances for the Certification Regarding Terrorist Financing Implementing Executive Order 13224 above.

RFP No. _____

Proposal No. _____

Date of Proposal _____

Name of Offeror _____

Typed Name and Title _____

Signature _____

Date _____

Other Statements of Subcontractor

a. Authorized Individuals

The Offeror acknowledges that the following persons are authorized to negotiate on its behalf with the USAID Cooperation for Growth Project and to bind the Offeror in connection with this Award or Contract:

Name Title Telephone No. Facsimile No.

a. Taxpayer Identification Number (TIN)

If the Offeror is a U.S. organization, or a foreign organization which has income effectively connected with the conduct of activities in the U.S. or has an office or a place of business or a fiscal paying agent in the U.S., please indicate the Offeror's TIN:

TIN: _____

3. Data Universal Numbering System (DUNS) Number

(a) In the space provided at the end of this provision, the Offeror should supply the Data Universal Numbering System (DUNS) number applicable to that name and address. Offerors should take care to report the number that identifies the Offeror's name and address exactly as stated in the proposal.

(b) The DUNS is a 9-digit number assigned by Dun and Bradstreet Information Services. If the Offeror does not have a DUNS number, the Offeror should call Dun and Bradstreet directly at 1-800-333-0505. A DUNS number will be provided immediately by telephone at no charge to the Offeror. The Offeror should be prepared to provide the following information:

- (1) Offeror's name.
- (2) Offeror's address.
- (3) Offeror's telephone number.
- (4) Line of business.
- (5) Chief executive officer/key manager.
- (6) Date the organization was started.
- (7) Number of people employed by the Offeror.
- (8) Company affiliation.

(c) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet Home Page at <http://www.dbisna.com/dbis/customer/custlist.htm>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@dbisma.com.

The DUNS system is distinct from the Federal Taxpayer Identification Number (TIN) system.

DUNS: _____

a. Type of Organization

The Offeror, by checking the applicable box, represents that –

(a) If the Offeror is a U.S. entity, it operates as a corporation incorporated under the laws of the State of, an individual, a partnership, a nongovernmental nonprofit organization, a state or local governmental organization, a private college or university, a public college or university, an international organization, or a joint venture; or

(b) If the Offeror is a non-U.S. entity, it operates as a corporation organized under the laws of _____ (country), an individual, a partnership, a nongovernmental nonprofit organization, a nongovernmental educational institution, a governmental organization, an international organization, or a joint venture.

Annex 2 – Special Award Conditions

H.1 Executive Orders on Terrorism Financing

The Offeror 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 responsibility of the subcontractor to ensure compliance with these Executive Orders and laws. This provision must be included in all subcontracts issued under any subcontract resulting from this RFP.

H.2 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 subcontractor 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 subcontract, the Subcontractor's actions must demonstrate a comprehensive and consistent approach for including men, women and children with disabilities.

H.3 Conflict of Interest

A. Subcontractor represents that its execution and performance of this Subcontract does not conflict with or breach any contractual, fiduciary or other duty or obligation to which Subcontractor is bound. Due to the type of work performed, there are Organizational Conflict of Interest (OCI) clauses that are applicable to this Subcontract.

B. Subcontractor shall immediately provide notice to Cardno in the event that it discovers any potential, actual, or apparent personal or organizational conflict of interest related to or arising from this Subcontract. Failure to disclose and adequately avoid or mitigate any OCI shall entitle Cardno to immediately terminate the Subcontract.

H.4 Publicity

Unless written consent of Cardno shall be first obtained, the Subcontractor shall not at any time, notwithstanding the expiration of the Term or the termination of this Subcontract, or in any manner advertise or publish or release for publication any statement mentioning Cardno or the fact that the Subcontractor is furnishing or has furnished or contracted to furnish services to Cardno.

H.5 Confidentiality of Information

- A. The Subcontractor shall hold in trust for the sole benefit of Cardno any materials, information or ideas that are provided to or otherwise made available to the Subcontractor by Cardno, whether before or after the date hereof (“Proprietary Information”). The Subcontractor shall not use, reproduce or disclose any Proprietary Information except to the extent necessary to perform the Services and as authorized by USAID CFG COP. In any event, except as authorized by COP the Subcontractor shall not disclose any Proprietary Information to any person other than individuals within Cardno who have a need to know such Proprietary Information. “Proprietary Information” includes materials, information and ideas of or about Cardno, and clients, vendors, licensors and other persons, that are not generally known to the public, including, without limitation, materials, information and ideas relating to business, plans, operations, products, services, methods, procedures, clients, equipment and systems, whether in written, oral or any other form.
- B. The Subcontractor shall use best efforts to prevent the disclosure and the unauthorized reproduction or use of the Proprietary Information, which efforts shall be no less than those used by the Subcontractor to protect the Subcontractor’s own confidential information.
- C. The restrictions set forth above shall apply, notwithstanding the expiration of the Term or the termination of this Subcontract.

H.6 Ownership of Work Product

- A. The Subcontractor hereby assigns, and agrees to assign, to USAID and/or Cardno, without additional compensation, all right, title and interest in and to all creations, inventions, ideas, designs, copyrightable materials, trademarks, and other technology and rights (and any related improvements or modifications), whether or not subject to patent or copyright protection (collectively, “Creations”), that are conceived or developed by the Subcontractor, alone or with others, in connection with performance of the Services, whether or not conceived or developed during regular business hours. Such Creations shall be the sole property of USAID and/or Cardno and, to the maximum extent permitted by applicable law, shall be deemed works made for hire.
- B. The Subcontractor shall promptly inform Cardno of any such Creations. The Subcontractor shall (whether during or after the period of the Services) execute such written instruments and do other such acts as may be necessary in the opinion of Cardno to obtain a patent, register a copyright, or otherwise enforce Cardno rights in such Creations (and the Subcontractor hereby appoints Cardno as the Subcontractor’s attorney in fact to undertake such acts in the Subcontractor’s name).
- C. The Subcontractor shall not use any preexisting work or materials without the express written approval in advance by USAID CFG Chief of Party. To the extent, if any, that the Subcontractor may retain any right, title or interest with respect to any creations that are delivered to Cardno or relate to the Services, whether under

copyright, trademark, unfair competition, defamation, right of privacy, contract, tort or other legal theory, the Subcontractor hereby subcontracts to Cardno an irrevocable, fully-paid, transferable, sub licensable, worldwide right and license to reproduce, distribute, modify, perform and display (publicly or otherwise), and otherwise exploit such Creations, and hereby waives any rights with respect thereto.

H.7 Audit

The accounting records, as well as other records maintained by the Subcontractor in the performance of this award, shall be subject, at all reasonable times, to audit by an independent public accounting firm selected by Cardno and to audit pursuant to any request or action of any agency of the United States Government. In addition, Cardno may have such an audit performed at any time within three (3) years following the completion or termination of work specified herein.

H.8 Insurance and Services

(a) Pursuant to AIDAR 752.228-3 Worker's Compensation Insurance (Defense Base Act), to obtain DBA insurance, contractors are to contract with Allied World Assurance Company. Allied World Assurance Company is the only insurance underwriter authorized to write DBA insurance under USAID contracts as of March 1, 2010. To obtain DBA insurance, contractors are to contact Allied's agent, Aon Risk Insurance Services West, Inc. at:

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: +1 (925) 951-1856
Fax: +1 (925) 951-1890
Email: Fred.Robinson@aon.com

DBA should be budgeted at a rate of 2% of employee salary. Employee salary does not include per diem, housing allowance, travel expenses, temporary quarters allowance, education allowance, and other miscellaneous post allowances. USAID limits the maximum compensation rate applicable to claimants to 200 percent of the current national average weekly wage (NAWW) as calculated by the Secretary of Labor. The current NAWW can be found at <http://www.dol.gov/owcp/dlhwc/nawwinfo.htm>.

(b) AIDAR 752.228-70 Medical Evacuation (MEDEVAC) Services (July 2007):

(a) The Subcontractor must provide MEDEVAC service coverage to all U.S. citizen, U.S. resident alien, and Third Country National employees and their authorized dependents (hereinafter "individual") while overseas under a USAID-financed direct contract. USAID will reimburse reasonable, allowable, and allocable costs for MEDEVAC service coverage incurred under the contract. Cardno will determine the reasonableness, allowability, and allocability of the costs based on the applicable cost

principles and in accordance with cost accounting standards.

(b) Exceptions

(i) The Subcontractor is not required to provide MEDEVAC insurance to eligible employees and their dependents with a health program that includes sufficient MEDEVAC coverage as approved by Cardno.

(ii) USAID may make a written determination to waive the requirement for such coverage. The determination must be based on findings that the quality of local medical services or other circumstances obviate the need for such coverage for eligible employees and their dependents located at post.

(c) Subcontractor must insert a clause similar to this clause in all lower-tier subcontracts.

H.9 FAR 52.204-23 Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities.

(a) Definitions. As used in this clause –

Covered article means any hardware, software, or service that –

- (1) Is developed or provided by a covered entity;
- (2) Includes any hardware, software, or service developed or provided in whole or in part by a covered entity; or
- (3) Contains components using any hardware or software developed in whole or in part by a covered entity.

Covered entity means –

- (1) Kaspersky Lab;
- (2) Any successor entity to Kaspersky Lab;
- (3) Any entity that controls, is controlled by, or is under common control with Kaspersky Lab; or
- (4) Any entity of which Kaspersky Lab has a majority ownership.

(b) Prohibition. Section 1634 of Division A of the National Defense Authorization Act for Fiscal Year 2018 (Pub. L. 115-91) prohibits Government use of any covered article. The Contractor is prohibited from—

- (1) Providing any covered article that the Government will use on or after October 1, 2018; and
- (2) Using any covered article on or after October 1, 2018, in the development of data or deliverables first produced in the performance of the contract.

(c) Reporting requirement.

- (1) In the event the Contractor identifies a covered article provided to the Government during contract performance, or the Contractor is notified of such by a subcontractor at any tier or any other source, the Contractor shall report, in writing, to the Contracting Officer or, in the case of the Department of Defense, to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting

Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

(2) The Contractor shall report the following information pursuant to paragraph (c)(1) of this clause:

- (i) Within 1 business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; brand; model number (Original Equipment Manufacturer (OEM) number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
- (ii) Within 10 business days of submitting the report pursuant to paragraph (c)(1) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of a covered article, any reasons that led to the use or submission of the covered article, and any additional efforts that will be incorporated to prevent future use or submission of covered articles.

(d) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts, including subcontracts for the acquisition of commercial items.

Contract Clauses Incorporated by Reference

The subcontract will incorporate the following listed clauses by reference with the same force and effect as if they were given in full text. Upon request, the Cardno Contract Administrator will make their full text available. Where the term “Contractor” is used, insert in lieu thereof the term “Subcontractor,” and where the term “Government” is used, insert in lieu thereof “Cardno.” Reference to the Head of Agency, Head of Contracting Activity or Secretary shall mean Cardno. All such substitutions of terms shall apply except where the context requires otherwise.

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 SEP 2006

52.203-7 ANTI-KICKBACK PROCEDURES OCT 2010

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 OCT 2010

52.203-99 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS (APR 2015) (DEVIATION 2015-02)

52.204-1 APPROVAL OF CONTRACT DEC 1989

52.204-12 UNIQUE IDENTIFIER MAINTENANCE OCT 2016

52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT DEC 2010
52.215-2 AUDIT AND RECORDS—NEGOTIATION, OCT 2010 ALTERNATE II APR 1998
52.215-14 INTEGRITY OF UNIT PRICES OCT 2010
52.215-19 NOTIFICATION OF OWNERSHIP CHANGES OCT 1997
52.222-50 COMBATING TRAFFICKING IN PERSONS FEB 2009
52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES JUN 2008
52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT DEC 2007
52.227-14 RIGHTS IN DATA--GENERAL DEC 2007
52.228-3 WORKERS COMPENSATION INSURANCE APR 1984
52.232-17 INTEREST OCT 2010
52.233-3 PROTEST AFTER AWARD AUG 1996
52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM OCT 2004
52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS JUN 2013
52.242-13 BANKRUPTCY JUL 1995
52.243-1 CHANGES--FIXED PRICE AUG 1987 ALTERNATE II APR 1984
52.243-7 NOTIFICATION OF CHANGES APR 1984
52.244-5 COMPETITION IN SUBCONTRACTING DEC 1996
52.246-4 INSPECTION OF SERVICES—FIXED PRICE AUG 1996
52.246-25 LIMITATION OF LIABILITY--SERVICES FEB 1997

AIDAR 48 CFR Chapter 7

752.202-1 DEFINITIONS JAN 1990
752.209-71 ORGANIZATION CONFLICTS OF INTEREST DISCOVERED AFTER AWARD JUN 1993
752.222-71 NONDISCRIMINATION JUN 2012
752.225-70 SOURCE AND NATIONALITY REQUIREMENTS FEB 2012
752.227-14 RIGHTS IN DATA – GENERAL OCT 2007
752.228-3 WORKER'S COMPENSATION INSURANCE DEC 1991
752.228-70 MEDICAL EVALUATION (MEDEVAC) SERVICES JUL 2007
752.228-7 INSURANCE-LIABILITY TO THIRD PERSONS
752.231-71 SALARY SUPPLEMENTS FOR HG EMPLOYEES MAR 2015
752.245-70 GOVERNMENT PROPERTY USAID REPORTING REQUIREMENTS JUL 1997
752.7013 CONTRACTOR-MISSION RELATIONSHIPS OCT 1989
752.7018 HEALTH AND ACCIDENT COVERAGE FOR USAID PARTICIPANT TRAINEES JAN 1999
752.7019 PARTICIPANT TRAINING JAN 1999
752.7023 REQUIRED VISA FORM FOR USAID PARTICIPANTS APR 1984
752.7032 INTERNATIONAL TRAVEL APPROVAL AND NOTIFICATION REQUIREMENTS JAN 1990
752.7034 ACKNOWLEDGEMENT AND DISCLAIMER DEC 1991
752.7101 VOLUNTARY POPULATION PLANNING ACTIVITIES JUNE 2008
752.7037 CHILD SAFEGUARDING STANDARDS AUG 2016

Annex 3 – Technical Proposal Form

TECHNICAL PROPOSAL FORM (Cover letter)

RFP Title and Number	RFP-2020-02 Development of the online web-based Central database of Food Business Operators and facilities and the electronic inspection support platform
Full legal name of Offeror (business name):	
Acronym (where applicable):	
VAT registration number (where applicable):	
Taxpayer Identification Number & DUNS	
Date of registration:	
Legal status of the organization	
Official address:	
Postal address:	
Contact person:	
Telephone number:	
Fax number:	
E-mail address:	
Website:	
Total revenue for 2018 financial year	
Total revenue for 2019 financial year	

Head of organization:

Date _____ Signature _____

Annex 4 – Proposal Format

1. Executive Summary

Provide a brief description of the scope of services to be provided by the Offeror (including the title, duration, and the total budget).

2. Technical Proposal

Part 1: Technical Approach, Methodology and Draft Detailed Work Plan

Part 2: Management, Personnel, and Staffing Plan

Part 3: Corporate Capabilities, Experience, and Past Performance

3. Cost Proposal

A. Cost Summary

All cost price proposals must be presented in USD. All prices should be net of VAT.

Development of the online web-based database of all facilities in the retail sector and the electronic inspection platform			
Deliverables	Items	Costs	Justification
Deliverables 1			
<i>Subtotal 1</i>			
Deliverables 2			
<i>Subtotal 2</i>			
Deliverables 3			
<i>Subtotal 3</i>			
Deliverables 4			

<i>Subtotal 4</i>			
-------------------	--	--	--

B. Detailed Budget

C. Budget Narrative

D. Suggested Level of Effort Table

LEVEL OF EFFORT		
	Name	Total Person-Days
<u>Key Personnel</u>		
<i>Subtotal Key Personnel staff</i>		
<u>Other staff</u>		
<i>Subtotal Other staff</i>		
TOTAL LEVEL OF EFFORT		

Development the online web-based Central database of Food Business Operators and facilities and the electronic inspection support platform

Functional and Technical Specification

Table of Content

Table of Content	2
1 Document overview	4
1.1 Purpose	4
1.2 Project methodology	4
1.3 Background	4
1.4 Project methodology	5
2 System modules overview	6
2.1. Brief overview	6
2.2. Graphical basic system overview	7
2.3. Registration module – Create new profile	7
2.4. Registration module – Verify profile	8
2.5. Registration module – Registration process	9
2.6. FBO Periodic Checklist	12
2.7. Authentication, authorization and audit module	16
2.8. Statistics reports module	17
2.9. Learning Module	17
2.10. Visibility to General Public	18
2.11. Modul for data exchange and interoperability	18
3 General Functional Requirements	19
3.1 Input data validation	19
3.2 Data deletion	19

3.3	Automatic alphabet transliteration	19
3.4	User administration	19
3.5	Support for printing and export to PDF format	20
3.6	Column sorting	20
3.7	Screen resolution and support for mobile devices	20
4	User Roles	20
4.1	Administrator	20
4.2	The Inspection role	20
4.3	The FBO role	20
4.4	General public	21
5	Safety and Security Requirements	21
5.1	Restricted system areas, reserved for authenticated users	21
5.2	Password strength and security	21
5.3	Access to restricted areas through secure (https) protocol	21
5.4	Security and safety of the website	22
5.5	Audit trail	22
5.6	Antivirus protection	22
6	Physical, performance and availability requirements	23
6.1	Hardware requirements	23
6.2	Software application quality attributes	23
6.3	System performance	25
6.4	Backup procedures	25
6.5	Programming language and development platforms and frameworks	25
6.6	Compatibility with most popular web browsers	25
6.7	No browser plug-ins requirements on client side	25
6.8	Modularity and flexibility	26
6.9	Mobile accessibility	26
6.10	Technical support	26
6.11	Training	27
6.12	Technical documentation	27
6.13	User documentation	27
6.14	Support during the preparation of the joint design phase	27
6.15	On-going revision	27
6.16	Risks	27
1	Document overview	
1.1	Purpose	

The purpose of this document is to specify the Functional and Technical Specification for the development of the online web-based database of all facilities in the retail sector and the electronic inspection platform that is to be delivered by the awarded Offeror (subcontractor).

This chapter will describe all necessary functional and technical requirements of the system.

The level of detail provided in the RFP package is intended to be necessary and sufficient, but not complete, for the purpose of informing the Offeror on phases and technical specification and requests. The subcontractor will need to perform additional business analysis and scoping during the system development.

1.2 Project methodology

Potential Offerors should keep in mind that development of the online web-based database of all facilities in the retail sector and the electronic inspection platform must include frequent and intensive collaboration with the working group from the local partner organization (the Partner) and USAID Cooperation for Growth Project (the Project), which will jointly steer and manage the development of the system.

1.3 Background

The Law on Food Safety stipulates that the production and marketing of food and feed may only be conducted by a legal entity / entrepreneur registered in the Central Register of Objects (CRO) which is kept by the ministry responsible for agriculture and which contains the data on operators (Serbian: subjekti) and establishments or facilities (Serbian: objekti) for production, distribution and/or storage of food and feed.

The primary purpose of CRO is to enable monitoring of food safety and traceability, as well as risk analysis since it is necessary for the registry to serve as one of the data sources for the planning of inspection controls. The obligation to keep a register is prescribed by Regulations 852/2004 and 882/2004 of the European Union, and similar registers are maintained in the countries of the European Union. In the Republic of Serbia, establishment, managing and content of the CRO is regulated in the Rulebook on the Content and Manner of Keeping the Central Register of Objects (Official Gazette of the Republic of Serbia No. 10/2010).

Regulations stipulate that the CRO should be a unique database of food business operators and facilities that includes all registers established in accordance with special regulations (Veterinary Law). Therefore, all subjects and objects registered in any of the registers kept by the Veterinary Directorate are considered to be registered in the CRO without having to submit the application for registration to the Agricultural Inspectorate.

However, in practice, any data exchange between different registers to a single database is lacking due to technical obstacles, and therefore the Agricultural Inspection Sector does not have access to data entered by the Veterinary Directorate and vice versa.

Based on the above-mentioned automatization and digitalization of business processes and the development of an online web-based database of all facilities in food sector and the electronic inspection platform would be recommended.

The present proposal is developed with reference to the Analiza načina sprovođenja procedura i predlog optimizacije developed by NALED and GIZ for the Republican Secretariat for Public Policies within the framework of E-papir project presented under Annex 2 of the present Request for Proposals.

1.4 Project methodology

Potential Offerors should keep in mind that development of the IT system should follow an “agile software development methodology”, including frequent and intensive collaboration with the Partner and the Project, which will jointly steer and manage through multiple stages the development of the system.

2 System modules overview

2.1. Brief overview

The system should be implemented as a role-based web platform with different set of permissions based on the role within the system.

The part of the platform open to the inspection only should have the possibilities to:

- Classify FBOs according to the new risk classification model. The new model will put the emphasis on compliance promotion rather than on stable indicators and will increase the importance of food safety systems in place, self-control and pre-requisite programs for HACCP.
- Access all FBOs self-checklists and filter them according to submitted responses

The part of the platform open to the inspection and FBOs (access will be allowed with a password which only registered businesses in the RS will get upon registration at the inspection in charge):

- Allow FBOs to notify/ register business activities and important changes in activities (cease of activities, change of activities). This notification/registration process will be done through an electronic form and when the FBO fill all obligatory fields, the platform will allow it to submit the form.
- Display electronic self-control check list which businesses will fill every 12 months directly on the platform and store results of self-control check lists. The aim of the check list will be to:

- a) help businesses assess their own HACCP system and identify gaps;
- b) prove to the Inspection that FBOs maintain or improve the efficiency of their food safety management system;
- c) increase awareness of FBOs on control of hazards and their own role in hazards prevention and control;
- d) provide the Inspection with updated data about food safety systems in FBOs and their compliance with legal requirements; and
- e) reduce the need for frequent physical inspections in low risk FBOs and to gradually increase the awareness and compliance of those who are medium and high risk.
 - The system will allow FBOs to submit questions to the inspectors. Only users with access to the system will be allowed to post questions

The part of the platform open to the public should have possibilities to:

- Display risk level of facilities based on the official risk categorization to the public.
- Display a HACCP model for retail facilities and instructions for use which FBOs may use to develop their own HACCP systems.
- Display guidelines for FBOs how to implement GMP and GHP.
- Display guidelines how to implement traceability in different types of food businesses.
- Display the list of all registered facilities from the database.
- Display sign – icon Self-checked facility for all those who perform regular self-checks with possibility for the sign to be withdrawn upon expiration of validity period. The display sign will automatically be posted only for the facilities that perform regular self-checks. If the facility doesn't perform the regular self-check the system will automatically withdraw the sign. Once the facility performs a self-check the system will enable them to download a high-resolution image of the sign that they will be able to print and post in their facility. The sign will have the validity period printed.

2.2. Graphical basic system overview

Below is a graphical overview of the basic system workflow.

2.3. Registration module – Create new profile

FBO must have the possibility to create a new profile that the AI will verify once entered. In order to gain access to the system FBO needs to create a profile by entering the following data:

Tax no. / registration no.

Mandatory field that is being manually entered. System needs to perform data validation in case of common mistakes (number of entered letters, entering letters instead of numbers etc.)

Select industry

Mandatory field that is being chosen from the dropdown menu from one of the following options:

- Hospitality
- Retail
- Food production

Note: the classification industries and subindustries should be defined in the inception phase in close collaboration with the beneficiary and the Project

Enter basic data

Fields should be mandatory, however most of the fields can be auto populated with the integration with business registry. Fields that should be filled in the basic data entry are:

Name of the FBO

Data can be auto populated with the integration with the business register by typing the tax no. / registration no. Data should be mandatory.

Name of authorized person

Data can be auto populated with the integration with the business register by typing the tax no. / registration no. Data should be mandatory.

Address of the authorized person

Data can be auto populated with the integration with the business register by typing the tax no. / registration no. Data should be mandatory.

Personal ID no.

Data can be auto populated with the integration with the business register by typing the tax no. / registration no. Data should be mandatory.

Contact number

Data should be manually entered. The system should perform data validation and notify if data has been entered in inappropriate format.

Contact e-mail

Data should be manually entered. The system should perform data validation and notify if data has been entered in inappropriate format.

2.4. Registration module – Verify profile

Once the FBO creates a new profile, the inspection in charge should get a notification that a new profile request has been submitted and waiting upon verification. The administrator needs to verify that the information has been properly entered and either accept the new profile or reject it in case of incomplete data request.

2.5. Registration module – Registration process

Once the inspection verifies data and accepts it the user gets an email notification that the profile has been accepted and can log into the system. Login process should be using a combination of tax no. / registration no., username and password. Password should follow the minimal password requirements described later in the ToR.

Once the user enters user credentials he should complete the basic entry form and enter / verify the following data:

Податак	Начин прибављања
Подаци о субјекту	Заводни број Data entered by the system administrator / or received from the system
Број регистрованог субјекта	Number received from the system
Назив субјекта	Populated from the Business register
Седиште – адреса	Populated from the Business register
Поштански број	Populated from the Business register
МБ	Data manually entered, based on that data further receiving of data from Business Register can be possible.
ПИБ	Populated from the Business register
Број решења из АПР-а	Populated from the Business register
Датум почетка обављања делатности	Populated from the Business register
Шифра делатности	Populated from the Business register
Опис делатности	Populated from the Business register
Број телефона	Populated from the Business register or entered by the FBO
Контакт е-маил	Populated from the Business register or entered by the FBO
Одговорно лице у субјекту	Име Data entered by the FBO
Презиме	Data entered by the FBO
Адреса становања	Data entered by the FBO
Поштански број	Data entered by the FBO
ЈМБГ	Populated from the Business register
Број личне карте	Data entered by the FBO
Место издавања ЛК	Data entered by the FBO
Контакт телефон	Data entered by the FBO
Контакт е-маил	Data entered by the FBO
Подаци о објекту	Регистарски број објекта Number received from the system
Назив објекта	Data entered by the FBO
Седиште – адреса	Data entered by the FBO
Поштански број и место	Data entered by the FBO
Основ коришћења објекта	Data entered by the FBO
Датум почетка обављања делатности у објекту	Data entered by the FBO

Шифра претежне делатности у објекту Data entered by the FBO
Врста објекта Data entered by the FBO
Одговорно лице у објекту Име Data entered by the FBO
Презиме Data entered by the FBO
Адреса становања Data entered by the FBO
Поштански број и место Data entered by the FBO
ЈМБГ Data entered by the FBO
Број личне карте Data entered by the FBO
Место издавања ЛК Data entered by the FBO
Контакт телефон Data entered by the FBO
Контакт е-маил Data entered by the FBO

Once the basic data has been entered the FBO should proceed with entering more specific information (business activity):

Business activity

Information should be chosen from dropdown menus with the following options:

- Industrial processing of food
- Manufacture type of processing of food
- Primary producer :
 - selling directly to consumers in one municipality only
 - selling to consumers in one or more regions
 - export
- Primary producer organic
 - selling directly to consumers in one municipality only
 - selling to consumers in one or more regions
 - export
- Retail

Type of food

User should mark all types of activities, if more than one in the facility. Information should be chosen from dropdown menus with the following options:

For food processors only:

- Bakery
- Confectionary

- Sugar
- Grains:
 - warehouse only
 - warehouse, processing and packing
- Oily plants:
 - warehouse only
 - warehouse, processing and packing
- Fruits
 - warehouse only
 - warehouse and packing
 - warehouse, processing and packing
- Vegetables
 - warehouse only
 - warehouse and packing
 - warehouse, processing and packing
- Production of mixed products

Only for retail businesses:

- Retail shop (one)
- Retail shops (more than one)

Type of retail shop:

- selling packed and unpacked products which require refrigeration/freezing
- selling packed and unpacked products which do not require refrigeration/freezing
- selling only packed ambient stable products
- with production of ready-to-eat food in the facility

Duration of activities:

- Seasonal
- All year around

Number of employees in the business (the facility):

- 0-10
- 11-50
- 51 and more

Once the profile has been fully populated, every time a user logs to the system he should be able to change entered data and choose from one of the following activities:

Type of notification:

- New business
- New activity
- New owner/facility/address
- Cease of activities

Note: the final list of questions and classifications relating to business activity of the FBO will be provided by 30 March 2020 and will serve to create the final application forms.

2.6. FBO Periodic Checklist

The system needs to allow users (FBOs) to fill every 12 months electronic self-control check lists in line with inspection plans and oversight policies defined in the relevant inspection

The aim of the check list will be to:

- a) help businesses assess their own HACCP system and identify gaps;
- b) prove to the inspection that FBOs maintain or improve the efficiency of their food safety management system;
- c) increase awareness of FBOs on control of hazards and their own role in hazards prevention and control;
- d) provide the inspection with updated data about food safety systems in FBOs and their compliance with legal requirements; and
- e) reduce the need for frequent physical inspections in low risk FBOs and to gradually increase the awareness and compliance of those who are medium and high risk.

The questions will be predefined with the simple yes or no option. All questions need to have the possibility to add more details that would be entered as a text field. Response to all the question need to be mandatory with only the comment as optional. The system administrator needs to have the possibility to add or remove question within the codebook administration. Any change will affect only new checklist and already filled will be stored in original format.

The FBO should get a notification prior to the expiry of 12 month to notify it that it needs to fill in its self-control checklist. However, the FBO can also choose to do more frequently the self-control.

Below are some of the defined self-control checklists. During the joint design phase, it is possible that the beneficiary will identify new questions.

a. RETAIL (WITHOUT PRODUCTION OF READY-TO-EAT FOOD ON THE SPOT)- SELF CONTROL CHECK LIST

Question	Answer		Comment
	Yes	No	

There are sink, running water, soap and clean towels for hand washing?			
Employees are instructed how and when to wash hands?			
Clean uniforms are worn and hair cover?			
Employees eat and drink, smoke- only in the designated areas?			
Ready-to-eat and ready-to-store food is not touched by bare hands?			
All food contact materials are regularly washed, sanitized and are clean?			
All fridges/freezers are neat and clean?			
There is an automatic control of temperature in fridges/freezers (or a thermometer is placed in it)?			
All waste is regularly removed?			
Pest control articles do not come in contact with food?			
There are bills for all food purchased (no home prepared food is sold)?			
Food with expired date of use is not displayed to be sold?			
Withdrawn food is stored apart from regular food and clearly marked?			
Non-food items are stored separately from food?			
All chemicals are properly labelled and stored separately from food?			
Food is not placed on the floor?			
All employees that come in contact with unpacked food are free from infectious diseases of skin, nose, throat and guts?			
There is a person responsible for implementation and control of hygiene and food safety?			

b. RETAIL WITH PRODUCTION ON THE SPOT OF SEMI-PREPARED OR READY-TO-EAT FOOD - SELF CONTROL CHECK LIST

Question	Answer		Comment
	Yes	No	

There are sink, running water, soap and clean towels for hand washing?			
Employees are instructed how and when to wash hands?			
Clean uniforms are worn and hair cover?			
Employees eat and drink, smoke- only in the designated areas?			
Ready-to-eat and ready-to-store food is not touched by bare hands?			
All food contact materials are regularly washed, sanitized and are clean?			
All fridges/freezers are neat and clean?			
There is an automatic control of temperature in fridges/freezers (or a thermometer is placed in it)?			

- All waste is regularly removed?
- Pest control articles do not come in contact with food?
- There are bills for all food purchased (no home prepared food is sold)?
- Food with expired date of use is not displayed to be sold?
- Withdrawn food is stored apart from regular food and clearly marked?
- Non-food items are stored separately from food?
- All chemicals are properly labelled and stored separately from food?
- All employees that come in contact with unpacked food are free from infectious diseases of skin, nose, throat and guts?
- Non-food items are stored separately from food?
- All chemicals are properly labelled and stored separately from food?
- All chemicals are properly labelled and stored separately from food?
- All employees that come in contact with unpacked food are free from infectious diseases of skin, nose, throat and guts?
- There is a procedure for keeping food on hot hold and it is followed?
- There is a procedure for keeping food on cold hold and it is followed?
- All ready-to-eat food prepared on the spot is date and time marked (production and expiry)?
- There is a procedure for use of scoops, spoons, knives? They are clean and properly disposed?
- Raw food is kept apart from semi-prepared and ready-to-eat food?
- There are at least three separate sinks for washing: fruits and vegetables, meat and dishes?
- There are written recipes for each group of ready-to-eat food produced in the facility?
- There are proofs that containers for ready-to-eat food are fit for food according to the legal requirements?
- There is a person responsible for implementation and control of hygiene and food safety?

c. RETAIL CHAINS - SELF CONTROL CHECK LIST

Question	Answer		Comment
	Yes	No	

There are proofs that the central HACCP plan was amended/reviewed and verified, in case changes were needed

There are proofs that individual HACCP plans were amended/reviewed and verified, in case changes were needed

The annual plan for internal controls (for all branches of the chain) has been developed and approved by the management

There is a list of internal auditors who passed the training for internal audit at the level of the chain

There are proofs that all branches passed internal control by internal auditors

Results of the internal control are analyzed for causes of non-conformities and trends and used for improvement of the HACCP system and proofs are kept in the central HACCP plan documentation

There are proofs that all non-conformities found during the internal control were rectified by due date*

There is a proof that all persons responsible for control of hygiene and HACCP, in all branches, passes the annual refreshment training

There are proofs that all employees in all branches passed the annual refreshment training in hygiene and HACCP, according to their level of responsibility

There are proofs that all the hires passed the training in hygiene and HACCP, according to their level of responsibility

2.7. Authentication, authorization and audit module

Information system must implement clearly elaborated authentication and authorization system. In addition to the access right that can be granted individually to each user, these rights can be granted to the user groups, that is, their roles corresponding to their workplaces taking account of organization model.

Authorization management has to be implemented within the Information system on the level of particular records in the database based on principles of ownership of a record. Only an owner of a particular record has a possibility to make changes on a record in certain situations, and a possibility for read only access has a user with a workplace that is on the same or higher organizational level, assuming that an user role allows access to related function or view of the Information system.

User authentication is done based on data retrieved from previously opened account. During the software account opening at the level of software system application, only password's hash value is saved at the database. Communication during the authentication process should be encrypted. Changing and logical deletion of records in the database of the Information system has to be carried out by a history concept, as follows:

- Each record in the database has to be qualified with an owner attribute (user id) and a time period of the record validity (timestamp, with creating date and ending date of validity);
- Changing of a record causes copying of existing data to a new record with setting of the original record to inactive state (setting the ending of validity timestamp);
- Deletion of record causes that the existing record becomes inactive by updating the end of validity timestamp;
- Access to both valid and inactive records has to be enabled in according with a user's authorization level;

- All transactions (insert/update/delete) should be recorded into the transaction log and available to list through the Information system management console.

Usage of electronic certificates and smart cards for the inspectors needs to be foreseen as an option in some future development stages. The subcontractor doesn't need to implement this requirement now, however the system needs to remain open to implement such change during the maintenance period as a change request.

2.8. Statistics reports module

Basis of statistic reporting system should be dynamic management and grouping of realized general and specific attributes' values of different document types and grouping of results according to entered data as well as filled self-control checklists.

Information system must support possibility of reports generating in form of tables and diagrams and must enable its export to xlsx.

In reports creation, there must be an option of giving the different criteria such as:

- Time frame;
- Inspection;
- Type of object;
- Object size;
- Risk criteria;
- Product type;
- Classification;
- Location
- General or specific attribute;

Some of the examples of reports that the Inspectors role / or system administrators might be able to generate is list all facilities in specific part of Serbia, in retail, with more than 50 employees, with high risk.

2.9. Learning Module

- One of the functions of the system will be to provide FBO and general public with how-to guides, rulebooks, required laws, articles etc., on various aspects of key topics.
- Learning content can take several formats, which will be controlled by the system administrator. Content can take one of the following formats:
 - o A post / text added by the Administrator. This will be created using a rich text editor, and can involve formatted text as well as embedded media, separated into different sections. Fonts and colors should be pre-set. This can also be achieved by posting pdf documents rather than having a text editor.
 - o An external link; the administrator will enter a URL to an external site.
 - o A media file, such as a video or an image. Videos should be hosted on Youtube, and be uploaded there before they are added to the learning module.

2.10. Visibility to General Public

It is of particular important for the general public to have access to the system. The general public will not have the possibility to alter any of the entered data, but will primarily use the system as a tool for knowledge sharing and better transparency.

The part of the platform open to the public should have possibilities to:

- Display risk level of facilities based on the official risk categorization to the public.
- Display a HACCP model for retail facilities and instructions for use which FBOs may use to develop their own HACCP systems.
- Display guidelines for FBOs how to implement GMP and GHP.
- Display guidelines how to implement traceability in different types of food businesses.
- Display the list of all registered facilities from the database.
- Display sign – icon Self-checked facility for all those who perform regular self-checks with possibility for the sign to be withdrawn upon validity expires

2.11. Modul for data exchange and interoperability

Data exchange between the Serbian Business Registry Agency information system and the implemented system should be made through the standard web services implemented via SOAP protocols. During the first takeover data should be taken via an Access file and the subcontractor has to enable importing the data into the system periodically via web service only to those records that were modified after the last update. Communication with service would be realized via https, that is, SSL protocols so that it is necessary during the data exchange implementation to takeover the appropriate electronic certificate from the Agency. Authentication should be implemented in a way that username token is attached to a SOAP message header.

Data exchange between the systems can also be realized via web service with clearly defined groups of data subject to exchange via XML schemes and also implemented AAA (Authentication Authorization-Audit) procedure up to the level of the individual data records.

Inspection information system should support data exchange and interoperability through the standard methods in general so that any future integration can be made possible at some later stages.

3 General Functional Requirements

3.1 Input data validation

- The system must perform input data validation on the server side and clearly notify users of validation errors in case of:
 - o Mandatory fields that are not populated
 - o Fields with invalid content (e-mail address without @ sign, etc.)
 - o An alphanumeric field with invalid characters
 - o Numerical fields with text content or out-of-range values (negative numbers, etc.)

- o Date fields with inconsequent or impossible values (end date before starting date, future dates in some cases, etc.)
- In case of detected errors in input data fields, the system has to clearly mark the fields that do not pass validation, without losing content/values of correct fields.

3.2 Data deletion

- All user actions resulting in data deletion have to be preceded with confirmation question (“Are you sure that you want to delete...”).
- Deleted information/records should never be physically removed from the database, but only flagged as deleted, so they can be restored/reconstructed if needed.

3.3 Automatic alphabet transliteration

- The system should support automatic transliteration from Serbian Cyrillic alphabet to Serbian Latin alphabet, primarily for the parts of the system stored for the general public.

3.4 User administration

- The system administrator must be provided with a functionality to:
 - o Add new users and set their general information
 - o Set and reset user passwords
 - o Suspend and reactivate user accounts
 - o Remove users
 - o Verify request for new FBO entry
 - o Administration of Codebooks
 - o Administration of Learning Module
 - o Define what is visible to General Public

3.5 Support for printing and export to PDF format

- The system has to provide buttons/links that lead to “printer friendly“ versions of the page, as well as the capability to download articles, guidelines, announcements, rulebooks etc. as PDF documents.

3.6 Column sorting

- When displaying tabular information with many items (e.g., more than 100 items), it is necessary to enable sorting by desired column to help users find desired information quicker.

3.7 Screen resolution and support for mobile devices

- It is strongly desired that the visual rendition of the system dynamically adjusts to the client’s native screen resolution and maximize utilization of available screen space.
- Any unutilized space (borders etc.), if unavoidable, should be evenly distributed on left and right margin of the screen, so useful content is always centered.

- It is desirable that the system automatically and without the need of manual design offer a mobile version of the system for the visitors accessing the system via mobile web browsers (smart phones, iPads, tablets, etc.). The system must also have mobile application developed (android and IOS) that the users can easily download.

4 User Roles

4.1 Administrator

- The system needs to have a strong Administrator role as it needs to be the most important role of the system.
- The Administrator's role has the widest permissions in the system, responsible for its continued functionality and controlling the access. The administrator will create, edit and delete users, determining who has access to the system. This role has full control of the system as it also performs manual backups, ensures upload of content to the Learning module, maintains the code books etc.

4.2 The Inspection role

- This role will mainly be in charge of approving user accounts, suspending them, posting regular guidelines, control the self-checklist, control the entered data and return them to the FBO's for modification, etc. This role will have 2 separate user groups (veterinary and agriculture). Once the FBO enters data, based on the classification the system will mark them as agriculture, veterinary or both. Based on the marked classification only inspectorate under that role will be able to see that data.

4.3 The FBO role

- Once the FBO role has been approved, they will have read only access to all of the parts that are open for general public, but also have access to self-control check lists. Each FBO will only see its own submitted checklists.

4.4 General public

- General public will only have read only access to certain parts of the system such as ability to display risk level of facilities based on the official risk categorization to the public, display a HACCP model for retail facilities and instructions for use which FBOs may use to develop their own HACCP systems, display guidelines for FBOs how to implement GMP and GHP, display the list of all registered facilities from the database etc. They will access the system without any need of user credentials, as this part will be open and serve as a portal type of access.

5 Safety and Security Requirements

5.1 Restricted system areas, reserved for authenticated users

- The system has to provide support for restricted areas where access is granted only to authenticated users, who need to previously log-in to the system
- Login to the system should be enabled utilizing username/password authentication as well as tax no. / registration no. depending on the system role
- Users with special privileges (administrator) must have unrestricted access to all system modules.
- User authentication must relate individually to each module, in order to have a completely manageable access to the system.

5.2 Password strength and security

- Users' passwords must adhere to minimal length in characters, where all of the following types of characters must be present (in any order):
 - a) CAPITAL letters
 - b) small letters
 - c) numbers
 - d) special characters
- The administrator must be able to configure minimal password length and a password expiration period on the system level. Upon password expiration, the system must not allow a user to set the same password again.
- Passwords must not be stored within the system in readable (plaintext) format, but only in MD5 or stronger hash form.
- Passwords must never travel through system/network in original (plaintext) format, and particularly not as part of the URL or within the context of communication with other systems.

5.3 Access to restricted areas through secure (https) protocol

- Access to restricted areas of the system that require prior authentication/authorization must be implemented using https protocol.

5.4 Security and safety of the website

- Subcontractor must take care about providing maximal security for the system, with particular emphasis on preventing most common security issues, such as:
 - a) Cross-Site Scripting (XSS)
 - b) Using HTTP GET method for actions that change information
 - c) User password not meeting recommended strength
 - d) Trivial password-reset mechanism (security question only, etc.)

- e) Buffer overrun attacks
 - f) SQL injection attacks
 - g) HTTP request parameters manipulation
 - h) Avoiding authentication (mandatory log-in) when accessing restricted areas of the system
 - i) Avoiding authorization (checking access privileges of the logged-in user) when accessing restricted areas of the system
 - j) Providing directory listing upon non-existing resource request
 - k) Unprotected exception management (display of software exceptions details to client side)
 - l) “Parameter engineering” through browser tools such as “Firebug”, etc.
 - m) Predictable resource locations, etc.
- Offerors are expected to provide detailed and precise elaborations of all software and hardware security mechanisms that are envisioned during the implementation of the system.

5.5 Audit trail

- Any content modification of the system must be logged into system Security Audit Trail, which has to record at least the following information:
 - a) ID of the changed resource
 - b) Type of change (addition, modification, deletion)
 - c) Functional context of the system where the change was initiated
 - d) Username of person who initiated the change
 - e) Timestamp of the change
 - f) IP address
- The system administrator must be able to review the audit log on request, in a comfortable and easy to use manner.
- The system administrator must be able to archive (but not delete) contents of the audit-log which are older than a configured date or configured number of days/months.

5.6 Antivirus protection

- The system must perform an antiviral scan of each uploaded attachment in order to lower the risk of malicious or unintentional publishing of electronic content infected by computer virus, Trojans, etc.
- The antivirus system must be configured for fully automatic operation with scheduled automatic daily updates of the antiviral database, without the need for manual administrator’s actions.

6 Physical, performance and availability requirements

6.1 Hardware requirements

- The Subcontractor must accept to host the system during the full implementation phase as well as during the system warranty period. After that, (or earlier) the Project team will transfer the system to Project beneficiary.
- The subcontractor has to provide within its proposal the complete specification of server and client hardware platform, including needed virtualization software, and to harmonize the specification with the client representatives, without preferring any of manufacturers. The specified hardware should comply with the following requirements:
 - o At each logical layer of the application there must be redundancy with a view of two servers (physical or virtual) allowing for load balance at the application level or failover at the level of databases management system;
 - o Servers should be of rack or blade type with redundant components with multiple discs in RAID field and Storage Area Network system for functioning of failover cluster system at the level of databases management system;
 - o For purposes of regular preparation of a spare data copy appropriate hardware system must be provided.
- The Subcontractor should within its proposal indicate the cost of a full list of required software and hardware resources needed to host the system.

6.2 Software application quality attributes

- - Software architecture should be multilayer with logical identification of the following three levels:
 1. database management server level,
 2. application level,
 3. presentation level;
 - Software application should be web-based and use Model-View-Controller approach to the application development and Object-Relational Mapping class software applications and database entities based on an implemented model on a database level that enables changes in the user interface of the software application by configuring the metadata descriptions through the management console without a need for recompiling and creating new software versions;
 - Software application should be supported in its redundant operation with implementation of load balancing cluster system with minimum two servers (with or without virtualization), while database management system should be adjusted in failover cluster system with minimum two servers and storage system for data storage;

- All functional systems are accessed through web interface (if detailed requirements do not cause exception in case of some specific module) while preserving the confidentiality, security and integrity and data availability;
- The software application should be available to all users and should support at least 100 concurrent users (FBO or General public). Simple database transactions (e.g. inserting a new record) should have a response time below 5 seconds and any interface between a user and the system should have a maximum response time of 3 seconds. In cases, that a certain action requires more time to complete, this should be verbose by showing to a user that execution is ongoing by showing a progress and presenting time estimation for an operation to complete. Standard web service calls should have a maximum response time of 3 second.
- The software application user interface has to be intuitive and to support an efficient use by enabling combo value selection and selection through windows with codatables with search options, default values (to be defined in the user preferences - personalization), temporarily stored range of numbers until used (web caching of identification numbers) and web forms and values caching and data and validation of entered values shall be done for each input component on client side which eliminates useless traffic with the central system where a logical check against the rules and the database will be conducted.
- Database should be designed so to meet at least the third normal form.
- All system-based reports should be created at the application level (web based reporting system) by means of views (Views) created at database level.
- Information system should support automatic update of data related to all external registers (Business Registers Agency) by standard remote data exchange methods and interoperability. If the data cannot be accessed in the electronic form then their manual entry must be enabled via the implemented forms within the Information system.
- Implementation of electronic signature and time stamp in order for the system to fully transfer to electronic operation and implementation of electronic documents, is necessary to be foreseen but in the next stages of the system implementation since level of implementation of electronic signature in Serbia is currently rather low.
- During the system test phase which is an integral part of the Project implementation the selected software company will redress all observed failures and system errors and will give guarantees for proper system functioning and removal of all hidden faults within the guarantee period;
- For Client's needs Contractor must provide acquisition of all software development tools to be used in realization process, should deliver complete software source code, project documentation, user documentation and transfer of ownership rights for the use of the system's software for its own needs. The subcontractor should enable warranty software maintenance in the first year of use of the system which assumes removal of all faults, faults consequences and hidden faults, and it should guarantee that it will accept all kinds of Information system maintenance in the period of at least two years following the expiry of warranty period should it be so offered (preventive, corrective and adaptive software maintenance).
- All license and license renewal cost for the applied software platform must be minimal. As an integral part of its proposal, the Offeror should submit calculation including the assessment of the system costs for a three-year period of the productive use.

•

6.3 System performance

- The system must be able to serve at least 500 concurrent users without noticeable degradation of performance or responsiveness.
- The system should not imply any artificial limits such as to maximum number of articles, sections, registered users, attachments etc. except objective limits imposed by memory/hard-drive capacity or similar physical constraints.

6.4 Backup procedures

- Subcontractor must implement both automatic and manual backup mechanisms, daily, weekly, monthly and full backup of entire system.
- Backup and restore procedures must be automated and documented so that a reasonably skilled IT person can independently perform both data backup and restore.

6.5 Programming language and development platforms and frameworks

- Programming language used for server-side development must be industry standard, object-oriented, compiled or scripting language (C#, ASP.net, Java Script, etc.).

6.6 Compatibility with most popular web browsers

- The system must look and feel the same in the following web browsers:
 - a) Mozilla Firefox
 - b) Apple Safari
 - c) Google Chrome
 - d) Microsoft Edge

6.7 No browser plug-ins requirements on client side

- The system must not require plug-ins on the client side (e.g., Adobe Flash, Microsoft Silverlight) in order to properly display content.
- Only content types which naturally require client-side plug-ins and CODECs (video streaming, interactive process animations, etc.) may be an exception to this rule.

6.8 Modularity and flexibility

- The system must be designed in such manner that additional changes, extensions or removals of functionality affect other components as little as possible.

- The system architecture should be designed to minimize the number of places requiring changes when new functionality has to be added or existing functionality has to be changed.
- The system must be flexible, adaptable and scalable in order to support long-term traffic increase and/or growth of volume of information within the system, by simply adding more powerful or additional hardware without the need of major software architecture reengineering.
- The system must allow export of data in XML / JSON format so that integration with other systems, can be possible.

6.9 Mobile accessibility

- Information system should enable all the necessary functionalities of the system to be accessed using the mobile client. The system has to support a mobile friendly interface to the system. At this point no mobile application as such is within the described scope. However the offeror should bear in mind that such a requirement might come at some later stage during system maintenance and change requests.

6.10 Technical support

- Awarded Subcontractor should commit to a one-year warranty and one years of software maintenance period, starting after signing the final acceptance form and issuing a “GO LIVE” of the system.
- The Subcontractor must guarantee that it will in the period of two (2) years, following the expiry of warranty period, accept all kinds of system maintenance should it be so offered.
- The Subcontractor should as part of their offer specify terms with included time-to-react and time-to-fix if any error in the applicative or system software happened to occur.
- The Offeror must in their proposal specify maintenance cost and conditions
- As an integral part of its Bid, selected Subcontractor should submit calculation including the assessment of the system use related costs in a three-year period of the productive use that should include all the license renewal related expenses for software platform and costs of preventive and assessment of the corrective and adaptive maintenance costs.

6.11 Training

- The awarded Subcontractor shall provide necessary training for the usage and maintenance of the system.
- The Subcontractor should provide training plan, training implementation in Serbian language and all instructions for end users and IT specialists who will participate in the training.

- The training should be divided in multiple groups / sessions depending on the type of user attending the training
- The anticipated maximal number of users to train will be up to 30 users.

6.12 Technical documentation

- Subcontractor shall provide complete technical documentation for each module of the system including the documented system source code.

6.13 User documentation

- User documentation shall consist of user manuals. User manual should include detailed description of all functionalities implemented within the system. User manuals should be made in PDF form in Serbian language. Manuals should be delivered in electronic form and accessible from the system.

6.14 Support during the preparation of the joint design phase

- During the first stage of the development of the system, the Subcontractor shall provide support in the preparation of joint design phase. This support shall include but not be limited to focus groups, conference calls, meetings etc. with the dedicated members from the Project and the Partner team.

6.15 On-going revision

- The subcontractor is obligated to provide mandatory participation and involvement of the Project and the Partner team members during the development and implementation of the system. Each stage and delivery during the development and implementation must be verified by the Project and the Partner with a signed acceptance form.
- During the system development and implementation maximal involvement of the Project and Partner members must be ensured.

6.16 Risks

Identified risks in the implementation of the system, level and impact of risks, as well as suggested risk management measures are presented in table below.

ID	Risk description	Level	Impact	Risk management measures
----	------------------	-------	--------	--------------------------

- 1 Software does not meet business processes and software specification requirements
 Medium High Constant involvement of the established team of Project members and Beneficiary jointly with the Subcontractor during the scoping, modeling, as well as development, testing and acceptance phase approach.
- 2 Information system failed to model adequately specifics of the business needs
 Medium High Enable full meeting of the software specification requirements with regard to the existence of general and specific workflows.
- 3 Users do not accept transfer to new method of work with Information system
 Medium High Team of key users that participated in the creation of the system are implementation holders and they train other users for work with the Information system using the train-the-trainer method.
- 4 Lack of co-operation and participation in realization of the Information system of the relevant
 Medium High It is necessary to provide signing of a memorandum/agreement on participation in joint project of the Information system establishment
- 5 Non-establishment of the electronic data exchange with previously established information systems and registers. High Medium To initiate strategic definition of the Information system realization to enable data exchange and interoperability including development of the appropriate interoperability standards
- 6 Non-adequate server infrastructure for the Information system software functioning Medium High To provide at the beginning phase assessment of adequate server infrastructure and specification based on which the server infrastructure should be acquired.

•

Cardno Emerging Markets USA, Ltd.

under

USAID COOPERATION FOR GROWTH PROJECT

Contract No. 72016918C00001

Subcontractor: DNA Communications

Subcontract Number: Subcontract #4743-001-FFP-001

As a U.S. Federal Government contractor, Cardno Emerging Markets USA, Ltd. (CARDNO) is subject to restrictions against the use of certain telecommunications and video surveillance services or equipment. These restrictions and related requirements for Federal contractors are described in detail at FAR 52.204-24 “Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment” and 52.204-25 “Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.” The FAR implements Sections 889(a)(1)(A) and 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232).

As part of additional requirements effective in August 2020, Cardno is seeking representations from its subcontractors regarding their use of certain telecommunications and video surveillance services or equipment produced or provided by a number of Chinese companies. Accurate completion of the representation is required from subcontractors in order for Cardno to allow continued performance of the subcontracts.

Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment pursuant to FAR 52.204-24 (Aug 2020) and FAR 52.204-25 (Aug 2020)

(a) Definitions. As used in this provision—

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People’s Republic of China.

Covered telecommunications equipment or services means—

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means—

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) Prohibition.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Pursuant to the prohibition in paragraph (b)(1), Subcontractor is prohibited from providing to CARDNO any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraphs (b)(1)(i) and (b)(1)(ii) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.

(c) Procedures. Subcontractor shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for “covered telecommunications equipment or services”.

(d) Representation. Subcontractor represents that –

It WILL WILL NOT provide covered telecommunications equipment or services to CARDNO in the performance of this Subcontract.

Subcontractor shall provide the additional disclosure information required at paragraph (e) if the Subcontractor responds “WILL” in this section; and

(e) Disclosures. If Subcontractor has responded “WILL” in the representation in paragraph (d) of this provision, Subcontractor shall provide the following information to CARDNO:

(1) For covered equipment –

(i) The entity that produced the covered telecommunications equipment

(include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(ii) A description of all covered telecommunications equipment offered

(include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(iii) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b) of this provision.

(f) Reporting.

(1) In the event Subcontractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or Subcontractor is notified of such by a subcontractor at any tier or by any other source, Subcontractor shall report the information in paragraph (f)(2) of this clause to CARDNO.

(2) Subcontractor shall report the following information:

(i) Within one business day from the date of such identification or notification:

- the contract number;
- supplier name;
- supplier unique entity identifier (if known);
- supplier Commercial and Government Entity (CAGE) code (if known);
- brand;
- model number (original equipment manufacturer number, manufacturer part number, or wholesaler number);
- item description; and

- any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (f)(2)(i):

- any further available information about mitigation actions undertaken or recommended;
- in addition, the efforts Subcontractor undertook to prevent use or submission of covered telecommunications equipment or services; and
- any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(g) Subcontracts. Subcontractor agrees to promptly require representation and reporting, including paragraph (f) and this paragraph (g), from all its lower-tier subcontracts and other contractual instruments under the referenced subcontract with CARDNO, including lower-tier subcontracts for the acquisition of commercial items.

Subcontractor

DNA Communications

Signature:

Name:

Title:

Date: