



Investing in our future

The Global Fund

To Fight AIDS, Tuberculosis and Malaria

Twenty-Third Board Meeting
Geneva, Switzerland, 11-12 May 2011

GF/B23/ 8
Attachment 1

AMFm
**COMPARATIVE EFFECTIVENESS AND COST-EFFECTIVENESS REQUEST FOR
PROPOSALS (RFP)**

PURPOSE:

This attachment is the full Request for Proposals (RFP) issued by the Secretariat in response to a request of the AMFm Ad Hoc Committee. The Committee requested that the Secretariat commission a two-part study of comparative effectiveness and cost-effectiveness of the AMFm. The first step of this study would address the technical and institutional feasibility of the analyses. The second step, contingent upon and informed by findings from the first, would be the actual analyses and reporting.

Issuance Date: December 3, 2010
Closing Date: January 24, 2011
Closing Time: 12 Noon, Geneva Time

Subject: Request For Proposal No.: TGF-10-079

**Comparative Effectiveness and Cost-effectiveness Study of the
Affordable Medicines Facility-malaria (AMFm)**

The Global Fund to Fight AIDS, Tuberculosis and Malaria (the “Global Fund”), is seeking proposals from capable and experienced organizations to conduct a two part study of comparative effectiveness and cost-effectiveness of the Affordable Medicines Facility for malaria (AMFm).

These Terms of Reference describe the technical scope and requirements for a contract to conduct the two part study. The first part is an evaluation of the feasibility of a study comparing effectiveness and cost effectiveness of the AMFm against other financing mechanisms that aim to achieve similar objectives solely or primarily through the public sector. The second part is the full study itself. The full study would only proceed after a determination that the second part is feasible in light of data availability and the feasibility of cross-mechanism comparison.

This RFP consists of this cover letter and the following:

1. Attachment A, entitled “Invitation to Apply”
2. Attachment B, entitled “THE GLOBAL FUND TERMS AND CONDITIONS OF PURCHASE (GOODS AND SERVICES)”
3. Attachment C, entitled “Biographical Data Sheet”
4. Attachment D, entitled “Other Statements of Offeror”
5. Attachment E, entitled “Past Performance Information”
6. Attachment F, entitled “Conflict of Interest Declaration Form”

You are invited to submit an application based on the background, guidelines and instructions for submission in the following pages.

Sincerely,

Orion Yeandel
Relationship Manager

ATTACHMENT A

INVITATION TO APPLY

REQUEST FOR PROPOSAL (RFP) No. TGF-10-079

Comparative Effectiveness and Cost-effectiveness Study of the Affordable Medicines Facility-malaria (AMFm)

Issuance Date: December 3, 2010

Introduction

The AMFm is an innovative financing mechanism aimed at expanding access to affordable artemisinin-based combination therapies (ACTs) for malaria, thereby saving lives and reducing the use of inappropriate treatments. The AMFm, hosted by the Global Fund to Fight AIDS, Tuberculosis and Malaria, has been launched in a first phase in nine pilots in eight countries.

The first phase of the AMFm will be assessed by an independent evaluation. At its 20th Meeting in November 2009 the Global Fund Board clarified that the Global Fund would only expand beyond this first phase on the basis of evidence that the initiative is likely to achieve its four objectives: (i) increased ACT affordability, (ii) increased ACT availability, (iii) increased ACT use, including among vulnerable groups, and (iv) “crowding out” oral artemisinin monotherapies, chloroquine and sulfadoxine-pyrimethamine by gaining market share. The Board further clarified that it would consider evidence that the AMFm will achieve these four objectives more cost-effectively than other financing models that aim to achieve similar objectives solely or principally through the expansion of public sector services (i.e., public health facilities and community health workers only).

The independent evaluation of AMFm Phase 1 will assess the progress of the AMFm against these four objectives. This RFP relates to the second part of the decision on cost-effectiveness and will be conducted in a two stage approach. The first stage will involve an analysis of the feasibility of a study of comparative effectiveness and cost-effectiveness of the AMFm in relation to other financing mechanisms. The second stage, contingent on the outcome of the first, will be the full study itself.

Thus broadly outlined, the responsibilities of the contractor will include:

- A report on the feasibility of completing a study of comparative effectiveness and cost-effectiveness of the AMFm in relation to other financing mechanisms with similar objectives and similar duration of implementation.
- A full study of the comparative effectiveness and cost-effectiveness of the AMFm in relation to other financing mechanisms with similar objectives and similar duration of implementation.

Background to the Affordable Medicines Facility-malaria (AMFm)

The proposition of AMFm is that a high-level global subsidy, combined with measures to support its implementation, will not only increase access to life-saving antimalarial

medicines through public and private sector channels, but also delay the onset of resistance to them. Three elements constitute the AMFm: (i) price reductions through negotiations with ACT manufacturers, (ii) a buyer subsidy in the form of a 'co-payment' at the top of the global supply chain and (iii) supporting interventions to promote appropriate use of ACTs. The supporting interventions include those currently used by malaria programs globally, such as expanded use of diagnostics in the public sector, trials of expanded use of diagnostics in the private sector, training and supervision of health workers, pharmacovigilance, contributions to strengthening national drug regulatory authorities, operational research and exploration of options to increase the reach of services to vulnerable populations such as the poorest and those living in remote locations.

A key innovation in the AMFm is the combined approach to significantly reduce prices through negotiations with eligible pharmaceutical manufacturers and a global subsidy to further reduce prices. This involves financing by AMFm to pay a large part of the post-negotiation price (the 'co-payment') on behalf of eligible first-line buyers from the public, private not-for-profit and for-profit sectors who purchase ACTs directly from the manufacturer, or procurement agents that buy on their behalf. First-line buyers pay the remainder of the manufacturer sales price for ACTs. Public sector and NGO outlets continue their practices of free distribution of ACTs or distributing them at modest charges. For those patients who pay for malaria treatment in the commercial private sector, it is expected that the final price of co-paid ACTs will become comparable to those of the most commonly prescribed antimalarials, (e.g., often chloroquine and sulfadoxine-pyrimethamine), and much less than the prices of oral artemisinin monotherapies.

The AMFm is funded from two sources. A co-payment fund of US\$ 216 million, financed by the Bill and Melinda Gates Foundation, the Government of the United Kingdom, and UNITAID, will cover the subsidies for ACTs. A second funding tranche of US\$ 127 million from the Global Fund will finance supporting interventions at the country level.

Phase 1 of AMFm includes nine pilots in eight countries. It started in mid-2010 with the signing of grant agreements with the Global Fund and the ordering of co-paid ACTs by in-country buyers, and will last for two years. The pilots are Cambodia, Ghana, Kenya, Madagascar, Niger, Nigeria, Tanzania (mainland and Zanzibar) and Uganda. The Global Fund Board will decide in 2012 whether to continue, modify, expand, suspend or terminate the program.

Independent Evaluation

The Global Fund Board made the following decision in November 2009 (**Decision Point GF/B20/DP24¹**)

"The Board refers to its earlier decisions regarding the Affordable Medicine Facility - malaria ("AMFm") and clarifies its intent that the Global Fund will only expand from Phase 1 (the pilot phase) of AMFm to a global scale-up on the basis of evidence gathered during the pilot phase that the initiative is likely to achieve its four stated objectives: (i) increased ACT affordability, (ii) increased ACT availability, (iii) increased ACT use, including among vulnerable groups, and (iv) "crowding out" oral artemisinin monotherapies, chloroquine and sulfadoxine-pyrimethamine by gaining market share. The Board further clarifies that it will consider evidence that the AMFm will achieve these four objectives more cost-effectively than other financing models that aim to achieve similar objectives

¹ http://www.theglobalfund.org/documents/board/20/GF-BM20-DecisionPoints_en.pdf

solely or principally through the expansion of public sector services (i.e., public health facilities and community health workers only).”

The key parameters that will be considered for evaluating Phase 1 of the AMFm include: increasing the availability of quality assured ACTs in the public and private sector; affordability - reducing the price of quality assured ACTs to a price comparable to the price of commonly-sold antimalarials; increasing the market share of quality-assured ACTs among antimalarials; and increasing use of quality assured ACTs including among vulnerable groups such as poor people, rural dwellers and children.

According to the current schedule approved by the Global Fund Board, data collection for an endpoint assessment will be done in mid-2011. An Independent Evaluator and Data Collection Contractors have been selected for the exercise. The Global Fund Board will base its decision on the outcome of this independent evaluation.

Rationale for the studies

The AMFm Ad Hoc Committee of the Global Fund Board has identified and commissioned consultants to help the Committee define measures of success of AMFm Phase 1, based on parameters of the independent evaluation. The Committee requested the consultants to define benchmarks for one-year and two-year implementation periods. These benchmarks are based on reviews of the literature on relevant comparators and expert opinions. The Committee has discussed the consultants’ report, which is due to be finalized in December 2010.

There are marked variations across countries in the timing of grant amendments, placement of first orders for and delivery of co-paid ACTs. The first recorded deliveries were in Ghana and Kenya, in August 2010.

The Committee recognizes that:

- Within the duration of the pilots, the evaluation can include the early functioning of the AMFm business model (in terms of price, availability and market share), but not the longer-term effects (such as use of ACTs at the household level), or the empirical cost-effectiveness of the AMFm;
- Only a few countries will have implemented AMFm for up to 8 months by mid-2011; and,
- In order to fully inform its own deliberations and a Board decision in 2012, it is important to compare the effects and cost-effectiveness of AMFm with those of alternative financing mechanisms that could achieve similar objectives.

Consequently, the Committee has requested the Global Fund Secretariat to commission modeling studies to address the following aspect of the Global Fund Board decision cited above: *“The Board further clarifies that it will consider evidence that the AMFm will achieve these four objectives more cost-effectively than other financing models that aim to achieve similar objectives solely or principally through the expansion of public sector services (i.e., public health facilities and community health workers only).”*

The Committee considers it useful to take a two-stage approach. The first stage will address the technical and institutional feasibility of the analyses. The second stage, contingent upon and informed by findings from the first, will be the actual analyses and reporting. The Secretariat will structure its approach to take account of the Committee’s

findings regarding whether to proceed with the second stage based on findings from the first stage.

Objectives

The first stage of this exercise has two objectives:

- a) To analyze and report on the technical feasibility of conducting a study into the comparative effectiveness and cost-effectiveness of the AMFm in comparison with other financing mechanisms with similar objectives.
- b) To analyze and report on the institutional feasibility of conducting a study into the comparative effectiveness and cost-effectiveness of financing mechanisms with similar objectives to the AMFm. This will take into account data availability on cost and comparative effectiveness and the likelihood of sufficient data being made available to inform a full study into comparative effectiveness and cost-effectiveness to inform a Board decision.

The second stage of this exercise has five objectives:

- (a) To model and project measurable effects and cost-effectiveness of the AMFm on ACT availability, prices, market share and use over a five-year period. This includes a generic model and country-specific customizations of the model. It will project what success might look like after five years in each country with three scenarios for uptake of co-paid ACTs (slow, medium and fast). This will apply to each of the four parameters to be used to measure success.
- (b) To model and project measurable effects and cost-effectiveness of alternative financing mechanisms on ACT availability, prices, market share and use over a five-year period. This also includes a generic model and country-specific customizations of the model. The work will take account of existing data, readily available new data and a plausible range of assumptions.
- (c) To estimate and compare, in large-scale finance mechanisms, the component and total costs (direct and indirect, as well as administrative costs and overheads) of getting an ACT to the end user through alternative channels (public, private not-for-profit (e.g., NGO) and private for-profit) using different financing models, from the perspectives of:
 - i. The end-user (patient or buyer of ACTs), including direct and indirect costs
 - ii. Governments
 - iii. Donors
- (d) To model, project and compare the effects and cost-effectiveness of AMFm and alternative financing mechanisms for achieving expanded access to ACTs, using similar indicators (of affordability, availability, increased market ACT share and use of ACTs), over a five-year period. The work will take account of existing data, readily available new data and a plausible range of assumptions.
- (e) To document the known and/or potential benefit incidence of the AMFm and the Global Fund's traditional grant-based mechanism for financing ACTs, with specific emphasis on the following questions:
 - i. What is the socio-economic distribution of patients who receive ACTs in service delivery outlets through which the Global Fund's grant-based

- mechanism typically works (public sector facilities, community health workers, NGO clinics, not-for-profit private sector clinics)?
- ii. What is the socio-economic distribution of patients who receive ACTs in service delivery outlets through which the AMFm-subsidized ACTs are delivered (public sector facilities, community health workers, NGO clinics, not-for-profit private sector clinics, for-profit private sector pharmacies/health centers/drug shops)?

Management and oversight

As mandated by the Global Fund Board, the AMFm Ad Hoc Committee of the Global Fund Board has oversight of the implementation and independent evaluation of AMFm Phase 1. Based on findings generated by the independent evaluation, the AMFm Ad Hoc Committee will make recommendations to the Global Fund Board, at the end of Phase 1, on the future direction of AMFm within the Global Fund. The Global Fund Board will make a decision on the future of AMFm, expected in 2012. As mandated by the Global Fund Board, the Technical Evaluation Reference Group (TERG) will provide “guidance with regard to the technical parameters of the design of the independent evaluation of the AMFm, under the oversight of the AMFm Ad Hoc Committee.”

The Global Fund Secretariat, as mandated by the Global Fund Board, is responsible for managing AMFm Phase 1 and for commissioning the independent evaluation and managing related contracts. The Secretariat will facilitate any necessary contact between the successful offeror and the AMFm Ad Hoc Committee.

Main activities

This exercise has two stages:

- a) A study of the feasibility of a full and proper analysis of the comparative effectiveness and cost-effectiveness of the AMFm in comparison to financing mechanisms with similar objectives
- b) Contingent on the outcome of the first part, a full analysis of comparative effectiveness and cost effectiveness

STAGE ONE

The first stage will entail an analysis of the literature on cost-effectiveness of major global health financing mechanisms (with emphasis on the achievement of universal access to malaria medicines, the ACTs), an assessment of the availability and usefulness of required data, and an assessment of the willingness of potential comparator finance mechanisms to participate in the exercise. Key informant interviews will be necessary to assess the likelihood of data being made available to assist in the overall study. A rationale behind the choice of comparator institutions is required. If the conclusion of the analysis is that a full study is feasible, an outline of methodology and expectations for the study will also be required.

This first stage will be subject to a rigorous peer review. The offeror will be expected to participate in this process and answer questions from peer reviewers. The Global Fund Secretariat will facilitate this process. The AMFm Ad Hoc Committee will review the final report from this first stage, once complete, and conclude whether the work should proceed to the second stage.

STAGE TWO

The second stage of the work entails modeling and comparing the trajectories of AMFm and comparators for a five-year period from the initiation of these financing instruments, using similar measures of “effectiveness” (changes in price, availability and market share of ACTs) and “cost-effectiveness.”

The model will take into account literature on finance and economics, marketing, service delivery, consumer behavior and product penetration, generally and with emphasis on relevant experience in the financing of expanded access to health technologies in low-income settings with poor infrastructure. It will take into account the results of earlier, small-scale, AMFm-style pilots, such as those in Tanzania (Sabot and others, 2009) and Uganda (Talisuna and others, 2009). It will include sensitivity analysis to account for plausible scenarios of and variations in parameters that include but are not limited to demand for ACTs, supply of ACTs and the effectiveness of marketing campaigns.

Comparators: Eligible comparator financing mechanisms are large-scale, multi-country alternatives that seek to achieve similar or related objectives solely or mainly through the public and private not-for-profit sectors (e.g., NGOs) (whereas the AMFm also works through the for-profit private sector in addition to the public and NGO sectors). The model will take into account peer-reviewed literature (and other publicly available and verifiable data) on the effects of such comparators. It will take into account the findings of independent evaluations of such comparators. Administrative reports that are not in the public domain or not subject to independent scrutiny will not be admissible as evidence.

The first comparator should be the traditional grant financing mechanism of the Global Fund.

Other potential comparators (large-scale financing mechanisms) are the US President’s Malaria Initiative (PMI)² and the Booster Program for Malaria Control at the World Bank,³ provided that the managers of these finance mechanisms agree to participate in the comparative exercise and to assure full disclosure of the required data.

Financing mechanisms operating on a small scale, or limited to a single district or country, will not be admissible as comparators.

Timing

The first part of this work should be conducted between the award of the contract in February 2011 and end July 2011, with a final output due by 1 August 2011 in order to inform the AMFm Ad Hoc Committee meeting anticipated for mid-September 2011.

The second part of the work, should it go ahead, would be conducted between mid-September 2011 and mid-March 2012.

The table below presents additional detail:

² <http://www.fightingmalaria.gov/>

³ <http://go.worldbank.org/H31FEKFWEO>

Time Frame of Project Activities

<i>Main Activity</i>	<i>Period</i>
STAGE ONE	
Review literature and conduct key informant interviews	1 Feb - 1 Jun 2011
Submit technical and institutional feasibility study (Stage One Report)	By 1 Jun 2011
Peer review process	1 Jun - 1 Jul 2011
Incorporate feedback from peer review process	1 Jul - 1 Aug 2011
Submit revised feasibility study based on feedback from reviewers	By 1 Aug 2011
Consideration by AMFm Ad Hoc Committee of feasibility study	mid Aug - mid Sept 2011
Deliver presentation at AMFm Ad Hoc Committee meeting	By mid Sept 2011
Decision by AMFm Ad Hoc Committee regarding Stage Two	By mid Sept 2011
STAGE TWO (pending outcome of AMFm Ad Hoc Committee decision)	
Gather evidence, build model, estimate, compare	mid Sept - 9 Jan 2012
Submit comparative effectiveness + cost effectiveness study (Stage Two Report)	By 9 Jan 2012
Peer review process	9 - 31 Jan 2012
Incorporate feedback from peer review process	1 - 27 Feb 2012
Submit revised comparative effectiveness and cost effectiveness study based on feedback from reviewers	By 27 Feb 2012
Consideration by AMFm Ad Hoc Committee of feasibility study	27 Feb-mid Mar 2012
Deliver presentation at AMFm Ad Hoc Committee meeting	By mid Mar 2012

Deliverables

Stage 1

- a) Draft feasibility report (Word document and PowerPoint presentation) (1 June 2011): The required length of the report is a maximum of 5,000 words plus annexes as appropriate. The report should include an assessment of the reliability of any data used. It should be of a quality normally required for publication in peer-reviewed journals aimed at policy makers. The report will include the following main sections, with adaptations as needed:
- Executive summary
 - Abbreviations and Acronyms
 - Introduction
 - Technical feasibility (including literature review, proposed methods and their feasibility)
 - Institutional feasibility (informed in part by findings from key informant interviews)
 - Discussion
 - Conclusions

- References
 - Appendices (including the literature review)
- b) Revised report (Word document and PowerPoint presentation), addressing any issues raised through the peer review process (1 August 2011): See description in Stage One (a) above.
- c) Deliver presentation at AMFm Ad Hoc Committee meeting (mid-September 2011)

Stage 2

- a) Initial draft of comparative effectiveness and cost effectiveness study (9 January 2012): The required length of the report is a maximum of 20,000 words plus annexes as appropriate. The report should include an assessment of the reliability of any data used. It should be of a quality normally required for publication in peer-reviewed journals aimed at policy makers. The report will include the following main sections, with adaptations as needed:
- Executive summary
 - Abbreviations and Acronyms
 - Introduction
 - Analytical framework
 - Methods, model development and parameters
 - The conceptual framework
 - Results
 - Discussion
 - Limitations of the model and findings
 - Potential implications for policymakers
 - References
 - Appendices (including the literature review)
- b) Revised report (and PowerPoint presentation), addressing any issues raised through the peer review process (27 February 2012): See description in Stage Two (a) above.
- c) Deliver presentation at AMFm Ad Hoc Committee meeting (mid-March 2012)

HOW TO APPLY: SUBMISSION GUIDELINES

The Global Fund invites qualified offerors to submit proposals for the services as fully described in this RFP. Faxed proposals are not acceptable. Offerors are requested to submit their proposal by e-mail attachment formatted in Microsoft Word and/or Excel. Electronic copies should be addressed as follows: orion.yeandel@theglobalfund.org or Solicitation@TheGlobalFund.org. Your two-part proposal must include the following elements:

The technical component of your proposal should be concisely presented and structured, and should explain in detail your ability, capacity and resources to provide the requested services. Please provide us with:

1. A work plan which addresses the requirements contained in the proposed approach;
2. CVs of the proposed Key personnel;
3. At least two past projects relevant to the work proposed.

The cost component must cover all the services described above and must be clear and complete. The cost tables and accompanying notes must show the composition of all cost elements.

All proposals must be submitted in English. The RFP number and your company name must be clearly indicated in the subject line of your e-mail.

Proposals which are incomplete or non-responsive may not be considered in the review process. The Global Fund may, at its discretion, place a closing date, close the RFP, or revise the terms of reference, by issuing an amendment to this solicitation.

The Global Fund may award one or more contracts resulting from this RFP to the responsible Offeror(s) whose proposal(s) conforming to this RFP offers the greatest value in terms of the selection criteria. The Global Fund may (a) reject any or all proposals, (b) accept other than the lowest cost proposal, (c) accept more than one proposal, (d) accept alternate proposals, (e) waive informalities and minor irregularities in proposals received, and (f) cancel this RFP.

The Global Fund may award one or more contracts on the basis of initial proposals received, without discussions or negotiations. Therefore, each initial proposal should contain the Offeror's best terms from a cost and technical standpoint. The Global Fund reserves the right (but is not under obligation to do so) to enter into discussions with one or more Offerors in order to obtain clarifications or additional detail, to suggest refinements in the technical proposal or other aspects of the proposal, or negotiate the cost proposal.

The Global Fund will be under no obligation to reveal, or discuss with any Offeror, how a proposal was assessed, or to provide any other information relative to the selection process. Offerors whose proposals are not selected will be notified in writing of this fact, and shall have no claim whatsoever for any kind of compensation.

Offerors are solely responsible for their own expenses, if any, in preparing and submitting an offer to this Request for Proposal. This would include any costs incurred during functional demonstrations and subsequent meetings and negotiations.

Any questions concerning this RFP must be submitted in writing via email to: orion.yeandel@theglobalfund.org.

All Amendments to this RFP will be posted on the Global Fund website: http://www.theglobalfund.org/en/business_opportunities/. It is the Offeror's responsibility to consult The Global Fund website to ensure that they are aware of amendments to this RFP.

This RFP shall not be construed as a contract or a commitment of any kind. This request for proposals in no way obligates the Global Fund to award a contract, nor does it commit the Global Fund to pay any cost incurred in the preparation of the proposal.

The Global Fund standard terms and conditions will form a part of any contract resulting from this solicitation and are included as Attachment B. Applications must clearly indicate

that the offeror understands and accepts that these terms will be included in any resultant contract.

SELECTION CRITERIA

The Technical Proposal will be scored and ranked according to the criteria presented below, which have been tailored to the requirements of this RFP. Applicants should note that these criteria serve to: (a) identify the significant matters which Offerors should address in their applications; and (b) set standards against which applications will be evaluated.

Technical Criteria (percent of total technical score)

Technical approach (40 % of technical score)

The technical merits of the proposal will be judged on:

- the overarching approach to establishing the comparative effectiveness and comparative cost-effectiveness of the AMFm and other finance mechanisms that seek to achieve similar objectives by working solely or mostly through the public sector.
- the conceptual depth and analytical rigor of proposed approaches, and reasoned considerations of the strengths and weaknesses of the analytical approaches;
- rigor and clarity of proposed approaches to estimating and modeling the effectiveness of the AMFm over a five-year period, and to estimating its cost-effectiveness;
- rigor and clarity of proposed approach to comparing the AMFm with the grant-based financing model of the Global Fund, with reference to specified objectives, comparable durations of implementation and comparable scale;
- rigor and clarity of proposed approach to the screening of potential comparator finance models (in addition to the grants-based mechanism of the Global Fund, which is a required comparator), with reference to specified objectives, comparable durations of implementation and comparable scale
- strength, feasibility and clarity of proposed approaches to securing the consent of managers of potential non-Global Fund comparators to participate in this study, including access to verifiable data and agreement to independent peer reviews;
- description of data quality assurance and data management procedures;
- approaches to managing the comparative evaluation from beginning to end, including feasibility and responsiveness of the proposed work plan and timeline, and working with: a) Global Fund units and bodies responsible for commissioning and oversight of the comparative evaluation, including the Global Fund Secretariat and the AMFm Ad Hoc Committee; and b) individuals in-country with in-depth knowledge of the AMFm.

Personnel (40 % of technical score)

Proposed staffing of the Independent evaluation will be judged on:

- depth and breadth of skills in health economics, business economics, epidemiology of malaria, mathematical modeling and health services research (team members with leadership responsibilities for design or analyses must have PhDs or equivalent qualifications in their areas of specialization);

- track record of work in mathematical modeling with application to expanded access to technologies for malaria control;
- depth of experience in the conduct of comparative effectiveness and cost-effectiveness of finance mechanisms, particularly in global health innovations aimed at expanded or universal access to technologies;
- depth of experience in the analyses of multi-country data sets for the evaluation of complex interventions using both outlet and household survey data;
- expertise in economic appraisal and evaluations of benefit incidence;
- expertise in evaluation of the use of marketing, branding and communication tools to influence consumer choices;
- expertise in malaria control and treatment;
- deep familiarity with the structures and functions of distribution channels for malaria medicines through both private and public channels;
- ability to work in a network with inter-dependencies on other individuals and agencies;
- proven capabilities to lead diverse actors and differing agencies and generate high-quality deliverables on a timely basis.

Organizational capacity (20 % of technical score)

Organizations will be judged based on their:

- expertise and experience in the use of multiple analytical methods in health economics, business economics and public health, including evaluation of the effectiveness and cost-effectiveness of finance mechanisms for expanded access to health technologies;
- experience in the conduct of analyses of similar scale and complexity to that required in this study;
- track record in management/oversight of complex data collection and modeling as part of economic evaluation;
- track record in the analysis of supply-side and demand-side variables in the distribution of medicines for the treatment of diseases of public health priority through both private and public channels;
- capacity to establish and work effectively through networks among researchers, institutions in developing countries and country program managers;
- proven experience and capabilities to lead diverse actors and agencies,

- proven capacity to generate high-quality deliverables on a timely basis;
- proven ability to interpret findings to inform policy and practice, based on evidence and sound judgment;
- ability to prepare timely and succinct documentation and reports in English, in forms that are accessible to a wide range of stakeholders (technical and non-technical).

Cost Evaluation

The cost proposal must cover all the services described above and must be clear and complete. The cost tables and accompanying notes must show the composition of all cost elements. A completed Biographical Data Sheet (Attachment C) including salary history for the past three years must be submitted by all consultants being proposed to do the work. Block 6 must be completed. Applicants must comply with the definition of salary under block 12 and/or 13 of the biographical data sheet, and specify actual unburdened salaries received. Employer's name, address, email, and phone number must be specified. Please include Attachment E, to be completed for References in the cost proposal. Attach three (3) current corporate references. Also include a completed Conflict of Interest form (Attachment F) for all of the proposed Key personnel. Please include reference to corporate experiences with global health partnership programs. In addition Attachment D, "Other Statements of Offeror" is also to be included in the cost proposal.

The Global Fund intends to award to the responsible and responsive offeror whose proposal is the most advantageous to the Global Fund, price and other factors considered. Technical, cost and other factors will be evaluated relative to each other. The award selection will be made on a best value (technical or non-cost versus cost tradeoff) basis, where all non-cost factors will be significantly more important than cost.

EVALUATION PROCESS

A technical evaluation committee will be established by the Global Fund to rate the technical proposals. Each member of the committee will evaluate each technical proposal in accordance with the technical evaluation criteria stated in this section to determine if the proposal is acceptable. Full and impartial consideration will be given to all offers received pursuant to this solicitation, and the evaluation will be conducted in the same manner. The Global Fund Corporate Procurement Team will evaluate the cost proposals.

ATTACHMENT B

THE GLOBAL FUND TERMS AND CONDITIONS OF PURCHASE (GOODS AND SERVICES)

The Terms and Conditions set out below constitute an integral part of any contract for the provision of goods and services to the Global Fund to Fight AIDS, Tuberculosis and Malaria (The Global Fund) and any Purchase Order issued thereunder.

In these Terms and Conditions, purchase order means the purchase order issued by The Global Fund to the Contractor setting out The Global Fund requirements for Goods or Services.

1. GOODS OR SERVICES.

1.1. Goods and/or Services. The Contractor will provide the equipment, supplies or other items (“Goods”) and/or perform the services (“Services”) described in each executed Purchase Order or attachment thereto signed by an authorized representative of the Global Fund.

1.2. Delivery and Acceptance. The Global Fund will evaluate the Goods or the Services upon delivery for conformity with the specifications in the applicable Purchase Order or attachments thereto. If the Global Fund reasonably considers that any part of the Goods or the Services do not conform to the said specifications, the Contractor will be so notified and shall be given a reasonable period of time to ensure, at Contractor’s own cost, that the quality, quantity and description of the Goods meet the specifications or that the Services have been correctly performed. If the Contractor fails to deliver Goods that conform to the quality, quantity and description of the specifications, or to perform the Services to the satisfaction of the Global Fund within a reasonable time to be agreed between the parties, the Global Fund may terminate this Contract. If so terminated, the Contractor agrees to refund any amounts previously received from the Global Fund in connection with such non-conforming Goods or Services, within ten (10) days from the termination.

1.3. Goods & Services Specifications Changes. The Contractor understands that there may be additions, deletions or other charges that may affect the purchase of Goods or the Services specifications during the term of this Contract. Upon receiving the Global Fund’s notice of any changes, the Contractor will work in good faith to accommodate those changes to the applicable specifications. For any material change to the Goods or Services specifications, the parties will negotiate in good faith for equitable adjustments to the amount payable to the Contractor and the delivery schedule under the applicable Purchase Order or attachment thereto.

2. GENERAL PROVISIONS.

2.1. Payment.

a) The Global Fund will pay for all Goods and Services performed in accordance with the applicable Purchase Order or attachment thereto. The Global Fund will also pay to the Contractor any expenses authorized under the applicable Purchase Order or attachment thereto.

b) The Contractor acknowledges and agrees that the Global Fund may refuse to make payments under this Contract in bank accounts that are not held under the name of the Contractor.

c) All payments will be made in the currency indicated in the applicable Purchase Order. The Global Fund will accept no liability whatsoever for the delay in payments due to national or international restrictions to the execution of payments in the bank account indicated by the Contractor.

d) Final acceptance of the Goods or Service performed in accordance with Section 1 above is a condition precedent to the Global Fund’s obligation to make the corresponding payment installment.

2.2. Invoices.

a) Unless indicated otherwise in the applicable Purchase Order or attachment thereto, the Contractor will, on a monthly basis, provide a detailed invoice pertaining to each payment installment and any reimbursable expenses with supporting documentation (e.g., receipts, unless reimbursable expenses are being billed on an interim allowance arrangement) sufficient to permit the Global Fund to verify the amounts in the invoice.

b) Each invoice must include a reference to the number of the applicable Purchase Order and should be sent to:

Accounts Payable Department
The Global Fund to Fight AIDS, Tuberculosis and Malaria
Post Box 530, 1214 Vernier, Switzerland.

c) The Global Fund will endeavor to pay each invoice within thirty (30) days after receipt of any such invoice. Invoices which are incorrectly addressed or which do not include the Purchase Order number will be returned to the Contractor.

2.3. Expenses. Unless otherwise specified in the applicable Purchase Order or attachment thereto: a) the Contractor is prohibited from incurring any liabilities or expenses on behalf of the Global Fund; and b) the Contractor bears sole responsibility for all expenses incurred by the Contractor in connection with performing this Contract.

2.4. Independent Contractor. The Contractor at all times will be an independent contractor. Employees, agents and independent contractors of the Contractor (if any) provided to the Global Fund to render Services hereunder (“Contractor Employees”) will remain in the employ of the Contractor and are not agents or employees of the Global Fund. Neither party will be liable to any agent, sub-contractor, supplier, employee, or customer of the other party for any commission, compensation, remuneration, benefit, damage, or claim of any nature whatsoever.

2.5. Taxes. Pursuant to Section 7 of the Headquarters Agreement between the Global Fund and the Swiss Federal Council dated 13 December 2004, the Global Fund is exempt from the imposition of value-added tax (VAT) on all purchases intended and services provided for official use in Switzerland. Accordingly any payments by the Global Fund to the Contractor in respect of purchases intended, and services provided, for official use in Switzerland shall reflect any tax exemptions to which the Global Fund is entitled by reason of the tax immunity it enjoys. As regards duties and other indirect taxes, the Contractor shall list such charges on invoices as a separate item and, to the extent required, cooperate with the Global Fund to obtain the reimbursement thereof.

The Global Fund will not be responsible for any foreign, federal, state or local taxes arising as a result of or in connection with the Goods or Services under this Contract, including, without limitation, any taxes imposed in connection with any net or gross income, or upon any Contractor property. Save for the taxes that under Section 2.5.a) above may be properly billed to the Global Fund, the Contractor will indemnify and hold the Global Fund harmless from any taxes, tax penalties, interest, or additions to tax that are asserted or assessed against the Global Fund.

3. WORK PRODUCT.

3.1. The Contractor agrees that any report or other work (“Work Product”) developed pursuant to this Contract is transferred to and is deemed the sole and exclusive property of the Global Fund under this Contract. The Contractor hereby irrevocably and unconditionally assigns to the Global Fund all right, title, and interest in and to all such Work Product.

3.2. The Contractor agrees that the Global Fund shall be entitled to all intellectual property and other proprietary rights including but not limited to patents, copyrights, and trademarks, with regard to products, or documents and other materials which are produced or prepared or collected in consequence of or in the course of the execution of this Contract. At the Global Fund’s request, the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring them to the Global Fund in compliance with the requirements of applicable law.

4. PUBLIC ANNOUNCEMENTS AND ADVERTISING.

4.1. Any communications by the Contractor to the public, and in particular to the mass media or any public forum whatsoever (including press, radio, television, cinema, internet) relating to this Contract shall be subject to prior authorization in writing by the Global Fund. If the Global Fund authorizes the Contractor to supply the public with information, the Contractor shall ensure that such information is provided accurately.

4.2. In no case shall the Contractor use the name or logo of the Global Fund, or any abbreviation thereof, without the advance written consent of the Global Fund. Without the Global Fund’s prior written approval, the Contractor shall not, in any statement of an advertising or promotional nature, refer to its relationship with the Global Fund or to this Contract.

5. WARRANTIES.

5.1. Services and Work Products. The Contractor warrants and represents that:

- a) It has the full power to enter into this Contract and make the assignments set forth in Section 3;
- b) All Services under this Contract will be performed in a professional and workmanlike manner;
- c) The Work Product is and will be original to the Contractor and does not and will not infringe any copyright, trademark, trade secret, patent or other proprietary right held by any third party.

5.2. Goods. The Contractor warrants that the goods:

Conform in quality, quantity and specification stated in the applicable Purchase Order or attachment thereto;

- a) Are of sound material and workmanship;
- b) Are equal in all respects to any samples provided to the Global Fund;
- c) Are fit for the purpose as expressed in the applicable Purchase Order

5.3. Ethical behavior. The Contractor also warrants that it complies with, and will continue to comply with internationally recognized standards for human rights, labor, the environment, anti-corruption, and

the Supplier Code of Conduct of the Global Fund (as published on the Global Fund website from time to time).

6. INDEMNITY.

The Contractor will defend and indemnify the Global Fund and its present and former officers, directors, employees, and agents and hold it and them harmless from and against any costs, losses, damages and fees incurred by the Global Fund, including but not limited to attorneys' fees and expenses in connection with any: a) negligence or willful misconduct by the Contractor; b) breach or alleged breach of the Contractor's representations, warranties or promises in this Contract; or c) claim by a third party that the Goods or the provision of the Services by the Contractor or the use by or on behalf of The Global Fund of the Goods or of any assets used or provided by the Contractor in connection with the performance of the services infringes Intellectual Property Rights of that third party.

7. TERMINATION.

7.1. In the case of default by the Contractor of any obligation under this Contract, the Global Fund may, by written notice to the Contractor, terminate this Contract in whole or in part, with immediate effect.

7.2. If the Global Fund considers, in its sole discretion, that the purpose of this Contract can no longer be achieved, it may terminate this Contract in whole or in part by giving written notice of termination to the Contractor. The notice shall include the effective date of the termination, which may be immediately or at some time in the future.

7.3. In the event of a termination, the Contractor shall immediately deliver and transfer all Work Products and materials so far produced to the Global Fund in accordance with the Global Fund ownership rights referred to in section 3 above.

7.4. Sections 3, 4, 5, 6, 7.3, 7.4, 9, 10, 13, 14 and 18 of these Terms and Conditions of this Contract shall remain valid and survive after its completion or termination for whatever reasons.

8. FORCE MAJEURE.

No party to the Contract shall be responsible for a delay caused by *force majeure*: that is, a delay caused by strike, lock-out, foreign or civil war, or any other similar event outside his control, it being agreed, however, that the Global Fund shall be entitled to terminate the Contract (or any part of the Contract) forthwith if the implementation of the work is delayed or prevented by any such reason for an aggregate of 30 days. Such termination shall be subject to payment of an equitable part of the contract sum and/or other reasonable charges. In the event of such termination, the Contractor shall, in accordance with the Global Fund ownership rights referred to in Section 3, deliver to the Global Fund all work products and other materials so far produced.

9. LIMITATION OF LIABILITIES.

Neither party will be liable to the other party for any consequential or indirect damages arising in connection with this Contract.

10. CONFIDENTIALITY.

10.1. The Contractor shall not utilize any notes, data, designs, spreadsheets, or other materials relating to the Global Fund that were generated by the Contractor in connection with the performance of the Services under this Contract, other than solely for internal purpose.

10.2. The Contractor shall keep confidential all information and documentation to which the Contractor may gain access during, or as a result of, the implementation and execution of the Contract. Accordingly, the Contractor shall not use or disclose such information for any purpose other than the performance of its obligations under the Contract. Nor shall the Contractor at any time use such information or documentation to private advantage. These obligations do not lapse upon termination of this Contract. The Contractor shall ensure that each of its employees and/or other persons and entities having access to such information shall be made aware of, and be bound by, the obligations of the Contractor under this paragraph.

10.3 However, there shall be no obligation of confidentiality or restriction on use, where the Contractor is clearly able to demonstrate that such information and/or documentation: (i) is publicly available, or becomes publicly available, otherwise than by any action or omission of the Contractor, or (ii) was already known to the Contractor (as evidenced by its written records) prior to becoming known to the Contractor in the implementation and execution of this contract; or (iii) was received by the Contractor from a third party not in breach of an obligation of confidentiality.

10.4 At the written request of the Contractor, the Global Fund may issue a written statement releasing the Contractor from its obligations of confidentiality in respect of certain information for scientific or development purposes only.

11. SUCCESSORS AND ASSIGNEES.

This Contract shall be binding on the successors and assignees of the Contractor and the Contract shall be deemed to include the Contractor's successors and assignees, provided, however, that nothing in this

Contract shall permit any assignment without the prior written approval of the Global Fund.

12. SUB-CONTRACTING.

In the event the Contractor requires the services of sub-contractors, the Contractor shall obtain the prior written approval and clearance of the Global Fund for all sub-contractors. The approval of the Global Fund of a sub-contractor shall not relieve the Contractor of any of its obligations under this Contract. The terms of any sub-contract shall be subject to and conform to the provisions of this Contract.

13. INSURANCE.

13.1 The Contractor is solely responsible for all applicable taxes, benefits, worker's compensation, health and other insurance. The Contractor must hold a valid work permit and ensure that it operates in compliance with applicable laws.

13.2. The Contractor warrants that it shall obtain and maintain adequate insurances against all risks in respect of any property and any equipment used for the execution of this Contract.

14. SETTLEMENT OF DISPUTES.

14.1. **Conciliation.** Any dispute, controversy or claim arising from, or relating to, this Contract, including the breach, termination or invalidity thereof, shall, unless resolved amicably by direct negotiation, be settled by conciliation according to such procedure as may be agreed upon between the parties.

14.2. **Arbitration.** In the event of failure of conciliation, the disputes shall be settled by arbitration. The arbitration shall be conducted in accordance with the United Nations Commission on International Trade Law (UNCITRAL) Arbitration Rules as at present in force. There shall be one arbitrator. The language of the arbitration shall be English. The place of arbitration shall be Geneva, Switzerland. The parties shall accept the arbitral award as final.

14.3. **Reference Law.** Any matter relating to the interpretation or application of the Contract which is not covered by its terms shall be resolved by reference to the UNIDROIT Principles of International Commercial Contracts (2004).

15. SEVERABILITY AND WAIVER.

If any provision in this Contract is deemed unenforceable, such unenforceability will not invalidate or render unenforceable any other term in this Agreement. Any failure by the Global Fund to enforce this Contract in a particular instance shall not be construed as a relinquishment of its rights in future instances. No waiver of any provision of this Contract will be effective unless it is in a signed writing, and no such waiver will constitute a waiver of any other provision or of the same provision on another occasion.

16. NO WAIVER OF PRIVILEGES AND IMMUNITIES.

Nothing in or related to this Contract may be construed as a waiver, express or implied, of the privileges and immunities accorded to the Global Fund under (i) international law, including international customary law, any international conventions, treaties or agreements, (ii) any national laws including but not limited to the United States of America's International Organizations Immunities Act (22 United States Code 288), or (iii) under the Headquarters Agreement between the Global Fund and the Swiss Federal Council dated 13 December 2004.

17. ENTIRE AGREEMENTS; AMENDMENTS.

This Contract, including any Purchase Order and attachment thereto which are hereby incorporated by this reference, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous communications and proposals, whether electronic, oral or written, between the parties with respect to such subject matter. This Contract will not be modified except by a written agreement dated subsequent to the date of this Contract, expressly amending this Contract and signed in a paper writing (e.g., not via email) on behalf of Global Fund and the Contractor by their respective duly authorized representatives.

18. CONTRACTOR THAT IS A BUSINESS ENTITY.

The following additional terms and conditions are applicable in case the Contractor is a business organization:

18.1. **Records and Audits.** For three years after the expiration or termination of this Contract, the Contractor must keep financial and Services related records sufficient to enable the Global Fund to audit the Contractor as necessary to verify the performance of Services and the amounts charged for such Services. Any audit will be performed with at least 10 days advance written notice, during the Contractor's standard business hours and in a manner intended not to unreasonably interfere with the Contractor's business.

18.2. **Insurance.** The Contractor warrants that it shall obtain and maintain:

a) adequate insurances against all risks in respect of any property and any equipment used for the execution of this Contract;

- b) adequate workers compensation insurance or equivalent insurance for its staff members, consultants or sub-contractors to cover claims for accident, illness, injury or death in connection with the performance of this Contract;
- c) liability insurance in an adequate amount to cover third party claims (including the Global Fund) for death or bodily injury, or loss or damage to property, arising from or in connection with the performance of this Contract, reasonably acceptable to the Global Fund, before the commencement of the work;
- d) such other insurance with financially responsible insurers in such amounts and covering such risks as are in accordance with normal industry practice for companies engaged in businesses similar to those of the Contractor with regard to contracts of this type.

The Contractor shall, upon request, provide the Global Fund with satisfactory evidence of the insurance required under this Section.

ATTACHMENT C

CONTRACTOR EMPLOYEE BIOGRAPHICAL DATA SHEET

1. Name	2. Contractor Name	3. Position Under Contract	
4. Employee's address	5. RFP number TGF-10-079	6. Proposed Daily Rate	
	7. Citizenship		
8. Telephone Number	9. Email	10. Languages	
11. Education (include all college or university degrees)			
Name and Location of Institution	Major	Degree	Date
12. Employment History			
a. Give last three years. List salaries separate for each year. b. Salary definition: Base salary. Exclude bonuses, profit sharing arrangements, commissions, overtime, post differential, cost of living or dependent allowance, consultant fees...			
Position Title	Employer's name and address Point of contact and telephone	Dates of employment (mm/yyyy) From To	
			Annual Salary Dollars
13. Specific Consultant Services			
(Give at least three years)			
Daily rate definition: Base salary. Exclude bonuses, profit sharing arrangements, commissions, overtime, per diem, post differential, cost of living allowance, overhead, indirect costs, G&A fees...			
Position Title	Employer's name and address Point of contact and telephone	Dates of employment (mm/dd/yyyy) From To	Number of days at rate Daily Rates in US Dollars
14. Certification			
To the best of my knowledge, the above facts as stated are true and correct.			
Signature of Employee/consultant		Date	
Signature of contractor's Representative (if any)		Date	

ATTACHMENT D

OTHER STATEMENTS OF OFFEROR

1. AUTHORIZED INDIVIDUALS

The Offeror represents that the following persons are authorized to negotiate on its behalf with the Global Fund and to bind the Offeror in connection with this proposal.

Name:		
Title:		
Address:		
Telephone No.:		
Facsimile No.:		
Email Address:		

TYPE OF ORGANIZATION

The Offeror, by checking the applicable box, represents that it operates as
☐ a corporation organized under the laws of _____(country);
☐ an individual;
☐ a partnership;
☐ a nongovernmental non-profit organization;
☐ a nongovernmental educational institution;
☐ a governmental organization;
☐ a private college or university;
☐ a public college or university;
☐ an international organization; or
☐ a joint venture.

CERTIFICATION

I certify that the above information is true and correct.

Name: _____ Title: _____

Signature: _____ Date: _____

ATTACHMENT E

PAST PERFORMANCE INFORMATION

Please provide a list of the three most recent contracts which closely matches the work to be performed under this RFP. In the table below, please specify the amount awarded, period of performance, name, address, email and telephone number of the Company or contact person.

The Global Fund reserves the right to contact any persons listed here in order to gain a better understanding of the Offeror's past performance in delivering similar services to former clients.

Past performance information shall be included for both the Prime Contractor and Key Subcontractor(s) if any. Please use one form for each non-associated referee.

OFFEROR: *(Please provide your organization's name here)*

Information provided in response to RFP No:	TGF-10-079
1. Contract Title:	
2. Total Contract Value:	
3. Period of Performance <i>(must be within the last five years)</i> :	
4. Place of Performance/Location of Service Delivery: (Regions and/or specific countries)	
5. Name of Client or Source of Funding:	
6. Client Reference: <i>(Name, Position, Phone Number, Email Address) and relationship to the Activity</i>	
7. Brief Description of Services:	

ATTACHMENT F

CONFLICT OF INTEREST DECLARATION FORM

- (a) For the purposes of this Contract, the term “Conflict of Interest” shall mean a situation in which the Contractor or an Affiliate (as defined in paragraph (b) of this section) or a Sub-Contractor (if any) of the Contractor has interests (financial, organizational, personal, reputational or otherwise) that would or may appear to make it difficult to fulfill its obligations in an objective, independent and professional manner, or a situation in which it is reasonable to foresee that such an interest would arise.
- (b) For the purposes of this Contract, the term “Affiliate” shall mean a business concern, individual or other entity that, directly or indirectly: (i) controls or can control the Contractor; (ii) is controlled by, or can foreseeably be controlled by, the Contractor; or (iii) along with the Contractor, is controlled by, or can foreseeably be controlled by, a third party, whose known positions and past actions could compromise the objectivity or independence of the Contractor.
- (c) A Contractor shall not use its position or information obtained in connection with the Services performed hereunder to seek a financial or other advantage for itself or one of its Affiliates or Sub-Contractors.
- (d) A Contractor shall disclose to The Global Fund any Conflict of Interest, or situation that may appear to represent a Conflict of Interest, as soon as it becomes aware of such situation or Conflict of Interest.
- (e) Before the Global Fund and the Contractor execute this Contract, the Contractor shall either:
 - warrant in writing that it has no Conflict of Interest with regard to Services to be performed; or
 - disclose in writing the precise nature of any Conflict of Interest.
- (f) In assessing whether a Conflict of Interest exists, the Contractor shall consider whether a reasonable person might conclude, based on the facts available to the Contractor, that the relevant situation could lead the Contractor to provide Services under the relevant Work Order in a manner that is less than objective, independent and professional. A Conflict of Interest may arise in the following circumstances, which are not exhaustive:
 - (i) the Contractor has performed or developed materials for the purpose of advocacy in support of or against the AMFm, either in its conception or development;
 - (ii) the Contractor has provided technical or financial support or opposed the provision of technical or financial support to countries during the application process for the AMFm, or mobilized others to do the same;

- (iii) the Contractor is financially dependent on, or legally controlled by, an entity whose known positions for or opposition to the AMFm could foreseeably make it difficult, or appear to make it difficult, for the Contractor to fulfil its obligations in an objective, independent and professional manner.
- (g) The Contractor shall have in place appropriate procedures and controls to ensure that no employee of the Contractor who may have, or may foreseeably acquire, personal financial or other interests that would make it difficult for that employee to assist in the performance of the Contractor's obligations in an objective, independent and professional manner is assigned to Services carried out or otherwise made privy to information related to the Services.
- (h) In carrying out its obligations, the Contractor shall make every effort to prevent Conflicts of Interest, or the appearance of a Conflict of Interest, from arising.
- (i) The Contractor shall, immediately upon becoming aware of any Conflict of Interest, disclose in detail the nature of such Conflict of Interest to the Global Fund.
- (j) If, in the Contractor's view, a Conflict of Interest exists but the Contractor believes that it is able to adequately mitigate the conflict of interest, it may propose appropriate mitigation measures to the Global Fund. The Global Fund may consider and endorse the mitigation measures proposed by the Contractor, or propose or require other action, or where no mitigation measures are appropriate, decide to not proceed with the issuance of, or to terminate, the relevant Work Order. The Global Fund's decision will be final and binding on the Contractor, and not subject to any further review by a court or any other entity.
- (k) Failure of the Contractor to disclose any actual or potential conflict of interest may result in termination of this Contract by the Global Fund.

I have carefully reviewed and understand the Global Fund requirements regarding Conflict of Interest listed above and hereby certify and warrant that no current Conflict of Interest exists relating to the proposal under Request for Proposal No. TGF-10-079.

Name: _____ Title: _____

Signature: _____ Date: _____