

<b>Request for Proposal (RFP)</b>
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Date: November 18, 2019

FROM: DELOITTE CONSULTING OVERSEAS PROJECTS LLC  
1919 N Lynn Street, Arlington, VA 22209

Subject: Request for Proposal for Ukraine Health Reform  
Ambulatory Care Service and Business Process Automation

Dear Offerors:

Deloitte Consulting Overseas Projects LLC (hereafter Deloitte) under the U.S. Agency for International Development funded Ukraine Health Reform Support Program (Contract No. 72012118C00001) is issuing a Request for Proposals for development and delivery of software to NHSU/SOE for the automation of secondary outpatient care services and business process management. Partial Proposal Procedures and Instructions follow this letter which are incorporated herein. **For complete Proposal Procedures and Instructions, please email Kristan Xanders, [kxanders@deloitte.com](mailto:kxanders@deloitte.com).** Please note the following deadlines in responding to this Request for Proposal:

1. Interested offerors should provide an Intent to Bid, expressing the intent of the offeror to submit a proposal for this requirement, by **November 20 2019** to Kristan Xanders, [kxanders@deloitte.com](mailto:kxanders@deloitte.com), as well as Owen Miller, [owmiller@deloitte.com](mailto:owmiller@deloitte.com), Melissa Lopez [meloquez@deloitte.com](mailto:meloquez@deloitte.com), and Andrew Johantgen [ajohantgen@deloitte.com](mailto:ajohantgen@deloitte.com). Deloitte may contact offerors who provide an Intent to Bid to begin the Independence Process described in section 1.23 of Attachment 1 before proposal submission. This is expected to significantly accelerate the contract award process. Deloitte may also contact Offerors who do not provide an Intent to Bid to inquire why they did not express interest in this requirement.
2. Deloitte will receive questions in relation to this proposal activity no later than **November 22, 2019**. Please email questions to Kristan Xanders, [kxanders@deloitte.com](mailto:kxanders@deloitte.com), as well as Owen Miller, [owmiller@deloitte.com](mailto:owmiller@deloitte.com), Melissa Lopez [meloquez@deloitte.com](mailto:meloquez@deloitte.com), and Andrew Johantgen [ajohantgen@deloitte.com](mailto:ajohantgen@deloitte.com). A summary of questions and answers will be issued and distributed to all known prospective offerors via email no later than **November 27, 2019**. Questions and Answers will be posted online as well as on any solicitation board where this RFP may be advertised.

3. The deadline for proposal submission is **December 2, 2019** by 5PM Ukraine to Kristan Xanders, [kxanders@deloitte.com](mailto:kxanders@deloitte.com), as well as Owen Miller, [owmiller@deloitte.com](mailto:owmiller@deloitte.com), Melissa Lopez [meloquez@deloitte.com](mailto:meloquez@deloitte.com), and Andrew Johantgen, [ajohantgen@deloitte.com](mailto:ajohantgen@deloitte.com). Please be advised that late submissions may be considered non-responsive and may not be considered for award.

In preparing your response please note that a completed set of Representations and Certifications, included in Attachment 3 hereto, is required at bid submission. Please complete these documents and return with your proposal submission. Failure to do so may disqualify your offer from the competition.

This RFP does not obligate Deloitte to execute a subcontract nor does it commit Deloitte to pay any costs incurred in the preparation and submission of the proposals. Furthermore, Deloitte reserves the right to reject any and all offers, if such action is considered to be in the best interest of Deloitte.

Thank you for your interest in this proposal. We look forward to working with your company on this opportunity.

Sincerely,

Kristan Xanders  
Subcontracts Manager, Deloitte GPS Subcontracts

## **Attachment 1:**

### **Proposal Procedures and Instructions**

#### **Introduction**

Deloitte, acting on behalf of the U.S. Agency for International Development (USAID) and the Health Reform Support Program (HRS), under contract number #72012118C00001 is soliciting offers from companies and organizations to submit proposals to participate with USAID HRS to execute Ambulatory Care Service and Business Process Automation. The Project activities cover a variety of work streams and involve different stakeholders. One of the crucial areas of focus is strengthening capacities and developing effective systems at key national counterpart institutions, including the Ministry of Health (MOH), the National Health Service (NHSU), the eHealth State-Owned Enterprise (SOE), and the National Public Health Center (NPHC), and equipping them to effectively lead health care reforms.

This Subcontract will contribute to the achievement of good governance health sector goals and will focus on development and setting up IT solution for the automation of secondary outpatient care services for the NHSU and SOE. The added value of this initiative is crucial for effective management systems and operations within the organizations and their regional branches and will help to increase organizational transparency, accountability and responsiveness within and outside of these organizations.

Deloitte will issue an award to one selected organization to implement the activity. The award will be in the form of a Fixed Price Subcontract (hereinafter referred to as "the subcontract") with milestone payments. The Offeror shall be required to support a three-month warranty after completion of the final milestone. 10% of the value of all milestones shall be withheld until the completion of the three-month warranty period. The successful Offeror shall be required to adhere to the statement of work and terms and conditions of the subcontract, which are incorporated in Attachments 2 and 4 herein.

Offerors are invited to submit proposals in response to this RFP in accordance with the instructions outlined below, which will not be part of the subcontract. The instructions are intended to assist interested Offerors in the preparation of their offer.

This section of the RFP provides the general procedures and instructions the offeror is expected to follow in completing its response.

## **1.1 Offer Deadline**

Offerors shall submit their offers in electronic copy only.

Emailed offers must be received by **December 2, 2019** at 5pm Ukraine at the following address:

Kristan Xanders, [kxanders@deloitte.com](mailto:kxanders@deloitte.com), as well as Owen Miller, [owmiller@deloitte.com](mailto:owmiller@deloitte.com), Melissa Lopez, [meloquez@deloitte.com](mailto:meloquez@deloitte.com), and Andrew Johantgen, [ajohantgen@deloitte.com](mailto:ajohantgen@deloitte.com)

*Offerors are responsible for ensuring that their offers are received in accordance with the instructions stated herein. Late offers may be considered at the discretion of Deloitte. Deloitte cannot guarantee that late offers will be considered.*

## **1.2 Submission of Offers**

### **A. Instructions for the Submission of Electronic Copies**

Separate technical and Cost/Price Proposals must be submitted by email no later than the time and date specified in Section 1.1. The proposals must be submitted to the point of contact designated in 1.1.

The technical proposal and Cost/Price Proposal must be kept separate from each other. Technical proposals must not make reference to pricing data in order that the technical evaluation may be made strictly on the basis of technical merit.

## **1.3 Proposal Requirements**

To be determined responsive, offerors should provide the following documents and sections below:

### **A. General Requirements**

Companies and organizations that submit proposals in response to this RFP must meet the following requirements:

- (i) Companies or organizations, whether for-profit or non-profit, must be legally registered under the laws of Ukraine upon award of the subcontract.

- (ii) Companies or organizations must have a local presence in Ukraine at the time the subcontract is signed.
- (iii) Firms operated as commercial companies or other organizations or enterprises (including nonprofit organizations) in which foreign governments or their agents or agencies have a controlling interest are not eligible as suppliers of commodities and services.
- (iv) Be able to work with international organizations that are VAT-exempt and be able to invoice for services without VAT included.
- (v) Complete Registration and Representations and Certifications in Deloitte's Vendor Portal System.
- (vi) Offeror shall not have any Organizational Conflicts of Interest that cannot be mitigated to Deloitte's satisfaction

## **B. Required Proposal Documents**

1. Cover Letter – A Cover Letter Template is included in Annex 1 of this RFP
2. Technical Proposal – The technical proposal shall consist of the following parts:

**Part 1: Technical Approach, Methodology and Detailed Work Plan.** This part may not exceed 45 pages. Font and font size shall be Arial Narrow, 12 point in all narratives, and no smaller than Arial Narrow 8 point in diagrams and work plan.

The proposal must clearly articulate how the Offeror will create the eHealth Ambulatory Care Module software for the management and exchange of information between the eHealth Central Database and the MIS Vendor solutions operating for ambulatory care facilities as well as provide its plan to address the Confidentiality Requirement of the Statement of Work detailed in Attachment 2. The offeror's approach to address these requirements will be incorporated into the subcontract after negotiations. Deloitte may determine that no negotiations are necessary, in which case the offeror's response shall be incorporated by

reference with either minor grammatical edits or with no additional modification. Part 1 of the Offeror's technical proposal shall include four subsections:

- 1) Ambulatory Care Module and Conformance Package (up to 30 pages): The Offeror shall describe its approach to develop the Ambulatory Care Module meeting all the requirements of the Statement of Work detailed in Attachment 2. This shall include the source code and complete system documentation, as well as a conformance package with user documentation, education support (both technical and user), and specifications to enable Medical Information System (MIS) vendors across Ukraine to connect to the central eHealth system. The Offeror shall describe its approach to provide the following:
  - a) The Ambulatory Care Module (ACM) consisting of a set of code that receives and sends transactions (e.g., Medical Events) from/to Medical Information Systems (MIS) for the processing of patient referrals and the delivery of care by hospital facilities. The boundaries for what this code does and what work is required are as follows:
    - i. Development of software that meets all requirements (functional and non-functional) as described throughout this RFP
    - ii. Development of fully functioning ACM messaging services using standardize Application Programming Interfaces (APIs)
    - iii. The ACM APIs shall be exposed using a single method (REST) that the MIS Vendors will be responsible for integrating with using secure network connections needed to consume the APIs for bi-directional movement of data
    - iv. The data definitions within the Fast Healthcare Interoperability Resources (FHIR) (Release 3 or 4 (STU)) will be used to implement the ACM functionality as appropriate.
  - b) The Offeror shall establish several test environments that will enable MIS vendors to schedule time and perform conformance testing to validate the developed APIs function as designed.
  - c) The Offeror shall provide documentation and demonstration for the use of and implementation of the APIs.

- d) The Offeror shall provide the test plan including different scenarios, test scripts as well as test reports covering unit, functional and regression testing with at least two metrics: code coverage and success rate for the system version provided under this contract.
- 2) MIS Vendor Development Support (up to 4 pages): The Offeror shall describe its approach to provide on call support for MIS vendors to connect their solution to the central eHealth system during the two-month integration period. The offer shall describe its approach to meet with MIS vendors across Ukraine to determine integration requirements, confirm approaches, timing, and resources for integration support. The Offeror shall provide qualified technical support staff to assist MIS vendors with solution development. Two staff members shall be available 9am to 6pm EET Monday through Friday, excluding Ukrainian Government holidays. A recording of the demonstration of how to connect to the ACM APIs shall be delivered by the selected Offeror and be made available to the MIS vendors from NHSU website.
- 3) Confidentiality (up to 3 pages): The offeror shall provide its approach to ensure that the offeror, its employees, subcontractors, and other offeror representatives do not have access to Personally Identifiable Health Information (PHI), Personally Identifiable Information (PII), and the Master Patient Index (MPI) in the eHealth system. The offeror shall demonstrate that its approach ensures that it and its employees, subcontractors, and other representatives do not access any of these data which would be in violation of the Law of Ukraine [Law of Ukraine "On personal data protection"](#) which prohibits processing of PHI data without the subject's consent. The offeror shall demonstrate that its approach restricts access to PHI, PII, and MPI data only to authorized Ukrainian government personnel within NHSU / SOE as applicable. The offeror shall demonstrate that if its employees, subcontractors, or other representatives are exposed to PHI, PII, or MPI data, that it shall immediately notify Deloitte and the HRS project team and await instruction.
- 4) Program Management Approach (up to 8 pages): The Offeror shall provide a detailed milestone plan (level three) describing its approach to complete the ACM and Conformance Package by 31 January 2020. The offeror shall describe risks and dependencies to execute this plan, as well as proposed mitigation approaches to mitigate those risks. The offeror shall describe its staffing and hiring

practices, its approach to replace personnel, and annual turnover rate for employee and subcontractor personnel over the last three years. Additionally, it shall describe its approach to manage competing demands on its workforce with obligations from other projects, contracts, and subcontracts.

**Part 2: Corporate Capabilities, Experience, and Past Performance.** This part shall be between 2 and 7 pages long but may not exceed 7 pages.

Part 2 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 and the detailed work plan. Offerors must also provide independent documentation describing the financial stability of the company. This can be included as an annex to the proposal and will not count towards the page count. Additionally, offerors 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 who can speak to the offeror's performance, name and address of the company for which the work was performed, and email and phone number of the point of contact.

Deloitte reserves the right to check additional references not provided by an offeror. Deloitte has the right to contact these companies for reference checks without prior approval from the offeror.

Deloitte is committed to protecting the integrity of the procurement process. As such, the Offeror must complete the Organizational Conflict of Interest disclosure form in Annex 3. If any OCI does exist, the Offeror may be asked to develop an OCI Mitigation Plan. Actual or potential OCIs include:

- a. Unequal access to information: An Offeror has access to nonpublic information that may give it an unfair competitive advantage in this procurement.
- b. Impaired objectivity: An Offeror's work under one contract gives it the ability to benefit itself on another contract (e.g. an offeror evaluating itself)



- c. Biased ground rules: An Offeror has in some manner set the ground rules for this competition (e.g. writing the Statement of Work, setting the requirements, etc.)

In addition, the Offeror must identify if any of its directors/investors/staff have any close relatives at MoH and/or NHSU by completing Annex 4.

**Part 3: Personnel.** The offeror shall provide resumes for all personnel who will support this effort, designating which resumes are for key personnel. Resumes shall be no longer than three pages each. Offerors may propose multiple Key Personnel to meet all the experience requirements. Key Personnel resumes shall collectively demonstrate at least one year of hands-on experience with the following technologies and standards:

1. Kubernetes (setting up clusters from scratch with the existing documentation)
2. Docker containers
3. Linux/Ubuntu
4. Performance tuning of high scale infrastructures.
5. PostgreSQL (configuration and data migration)
6. MongoDB
7. Kafka
8. ELK stack
9. Prometheus + Grafana
10. Redis
11. Distributed file storage Ceph
12. Virtual Machine environment (VMware)
13. Ansible
14. Postman
15. Elixir / Erlang
16. HL7 (specify versions)
17. FHIR (version 3 or 4)
18. Continuity of Care Documents (CCD)
19. Clinical Document Architecture (CDA) and Consolidated Clinical Document Architecture (C-CDA)

Each Key Personnel resume shall clearly document the number of years of experience in each of the 19 technologies. All personnel bid as Key Personnel shall be current full-time employees or subcontractors of the

proposer or one of the proposers' teaming partners. In the event of a subcontract award, the individuals the offeror bid as Key Personnel shall directly support the execution of this contract. In the event those personnel are no longer available to support at any time prior to the completion of the subcontract, the proposer shall provide substitute personnel with greater or equal qualifications. Acceptance of substitute Key Personnel will be at the discretion of the Deloitte Subcontracts Manager.

3. Cost/Price Proposal – The cost/price proposal must contain the following information:

The price 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. Due to defining minimum requirements and through interactions with MIS Vendors, the bidder or NHSU may encounter requirements for additional functionality during the software development phase. The bidder should accommodate such development up to 20% of the total effort in the Cost/Price Proposal for Milestone 1. This shall be separately priced as an optional line item in the price proposal.

No profit, fees, taxes, or additional costs can be added after award. Nevertheless, for the purpose of the proposal, offerors must provide a detailed budget showing major line items, e.g. salaries, allowances, travel costs, other direct costs, indirect rates, etc., as well as individual line items, e.g. salaries or rates for individuals, different types of allowances, rent, utilities, insurance, etc. Offers must show unit prices, quantities, and total price. All items, services, etc. must be clearly labeled and included in the total offered price. All cost/price information must be expressed in USD. See Annex 2 for a sample budget template.

Because HRS is a USAID funded project and is implemented under a bilateral agreement between the Ukrainian Government and the U.S. Government, offerors must not include VAT and customs duties in their Cost/Price Proposal.

The cost/price proposal shall also include a budget narrative that explains the basis for the estimate of every cost element or line item. Supporting information must be provided in sufficient detail to allow for a complete analysis of each cost element or line item. Deloitte 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.

**Under no circumstances may cost/price information be included in the technical proposal. No cost information or any prices, whether for deliverables or line items, may be included in the technical proposal. Cost/price information must only be shown in the Cost/Price Proposal.**

#### **1.4 Planned Schedule of RFP Events**

The following is the proposed schedule of RFP events. The dates listed may be modified by Deloitte and will be communicated through an Amendment to this RFP:

RFP announcement	11/18/2019
Deadline to submit Intent to Bid	11/20/2019
Deadline for written questions	11/22/2019
Answers provided to questions/clarifications	11/27/2019
Deadline for RFP Submission	12/02/2019
Subcontract award (estimated)	12/10/2019

#### **1.5 Anticipated Subcontract Type**

It is anticipated that a Firm Fixed Price subcontract with fixed milestone payments will be awarded. The final subcontract type awarded will be dependent on a variety of factors including strength of offeror and will be determined prior to Subcontract Award.

#### **1.6 Validity Period**

Offeror's proposals must remain valid for a period of 90 calendar days after proposal submission.

#### **1.7 Evaluation Criteria**

##### **a) Approach**

An award will be made to the offeror whose proposal is determined to be responsive to this solicitation document, meets the eligibility criteria stated in this RFP, meets the technical, management/personnel, and corporate capability requirements, and is determined to represent the best value to Deloitte and the Government. Best value will be decided using the tradeoff process.

This RFP will use the tradeoff process to determine best value. That means that each proposal will be evaluated and scored against the evaluation criteria and evaluation sub-criteria, which are stated in the

table below. Cost/Price Proposals are not assigned points, but for overall evaluation purposes of this RFP, technical evaluation factors other than cost, when combined, are considered approximately equal to cost factors. If technical scores are determined to be equal or nearly equal, cost will become the determining factor.

In evaluating proposals, Deloitte will use the following evaluation criteria and sub-criteria:

**Table a-1. Evaluation Criteria**

Requirements	Weight	Maximum Score (out of 200)
<b>Technical Approach</b>	55%	110
<b>Personnel</b>	15%	30
<b>Past Performance</b>	30%	60

*The method of calculation of Combined Evaluation Criteria Score is further explained below.*

**b) Technical Approach Evaluation**

The Technical Approach will be evaluated to determine the extent to which it demonstrates the Proposer’s ability to fulfill the technical requirements. A weight of 55% has been assigned to the Technical Approach in calculating the Combined Evaluation Score for each proposal. The following criteria will be used to evaluate the responses provided by each Offeror for the Technical Requirement:

For calculating the Technical Evaluation Score, the ACM and Conformance Package, MIS Vendor Development Support, Confidentiality Requirements, and Program Management will be evaluated and scored based on the evaluation guide detailed below in **Table 1.7b-1**. The offeror that achieves the highest rating for the four technical requirements will obtain a maximum Technical Evaluation Score of one hundred and ten (110) points.

**Table 1.7b-1. Technical Sub-Evaluation Criteria**

Criteria	Maximum Points
<b>ACM and Conformance Package</b>	<b>35</b>
<b>MIS Vendor Development Support</b>	<b>15</b>

Criteria	Maximum Points
<b>Confidentiality Requirements</b>	<b>35</b>
<b>Project Management</b>	<b>25</b>

The score obtained for a criterion is dictated by the ability of the Proposer to satisfactorily meet the requirements of the criteria. Responses for each criterion will be scored based on the technical evaluation scale detailed below in **Table 1.7b-2**.

**Table bb-2. Technical Sub-Evaluation Criteria Scale**

<b>Outstanding (100% of Maximum Score for a Performance Area)</b>	Response indicates an exceptional approach and understanding of the requirements and contains multiple strengths (e.g. approach will result in an ACM that exceeds requirements defined in the SOW, provides an exceptional approach to enable MIS vendors across Ukraine to integration with this central eHealth module, provides a superior approach to mitigate data security and other project risks).
<b>Good (75% of Maximum Score for a Performance Area)</b>	Response indicates a thorough approach and understanding of the requirements and contains at least one strength (e.g. approach will result in an ACM that exceeds requirements defined in the SOW, provides an exceptional approach to enable MIS vendors across Ukraine to integration with this central eHealth module, provides a superior approach to mitigate data security and other project risks).
<b>Acceptable (50% of Maximum Score for a Performance Area)</b>	Response indicates an adequate approach and understanding of the requirements.
<b>Unacceptable (0% of Maximum Score for a Performance Area)</b>	Response does not meet requirements of the RFP, containing one or more deficiencies.

### c) Personnel Evaluation

A weight of 15% has been assigned to Key Personnel in calculating the Combined Evaluation Score for each proposal. The Key Personnel Proposers bid shall be current employees of the proposer, subcontractors, or the proposer's teaming partner(s).

The score obtained for a particular technical requirement is dictated by the Proposer’s ability to bid personnel who have adequately demonstrated the skills to deliver the specialized nature of the objectives based on the Personnel Sub-Evaluation Table detailed below in **Table 1.7c-1**. Proposers may propose multiple key personnel to meet all the experience requirements, however, they may not sum cumulative experience to meet hands-on experience requirements (e.g. – proposers may not propose 12 key personnel each with one month of experience to meet a one year minimum experience requirement). Additionally, there is a go / no-go criterion for Personnel detailed in **Table 1.7c-2**. If the proposer cannot meet the go / no-go criteria, it shall be disqualified from consideration for award of a subcontract resulting from this solicitation.

**Table c Personnel Sub-Evaluation Table**

<p><b>Outstanding (100% of Maximum Score for Key Personnel – 30 points)</b></p>	<p>Proposed personnel are sufficient (skills, capability, and total number of people) to execute the offeror’s proposed technical approach. Key personnel response shall include a resume for at least one subject matter expert with more than 3 years of hands-on experience with all of the following:</p> <ul style="list-style-type: none"> <li>• Kubernetes (setting up clusters from scratch with the existing documentation)</li> <li>• Docker containers</li> <li>• PostgreSQL (configuration and data migration)</li> <li>• MongoDB</li> <li>• Kafka</li> <li>• ELK stack</li> <li>• Redis</li> <li>• Distributed file storage Ceph</li> <li>• Ansible</li> <li>• Postman</li> <li>• Elixir / Erlang</li> <li>• HL7 (specify versions)</li> <li>• FHIR (versions 3 or 4)</li> <li>• Continuity of Care Documents (CCD)</li> <li>• Clinical Document Architecture (CDA) and Consolidated Clinical Document Architecture (C-CDA)</li> </ul>
<p><b>Good (50% of Maximum Score for Key Personnel – 15 points)</b></p>	<p>Proposed personnel are sufficient (skills, capability, and total number of people) to execute the offeror’s proposed technical approach. Key personnel response shall include a resume for at least one subject matter expert with more than 1 years of</p>

	<p>hands-on experience with all of the following:</p> <ul style="list-style-type: none"> <li>• Kubernetes (setting up clusters from scratch with the existing documentation)</li> <li>• Docker containers</li> <li>• PostgreSQL (configuration and data migration)</li> <li>• MongoDB</li> <li>• Kafka</li> <li>• ELK stack</li> <li>• Redis</li> <li>• Distributed file storage Ceph</li> <li>• Ansible</li> <li>• Postman</li> <li>• Elixir / Erlang</li> <li>• HL7 (specify versions)</li> <li>• FHIR (versions 3 or 4)</li> <li>• Continuity of Care Documents (CCD)</li> <li>• Clinical Document Architecture (CDA) and Consolidated Clinical Document Architecture (C-CDA)</li> </ul>
<p><b>Unacceptable</b> (0% of Maximum Score for Key Personnel – 0 points)</p>	<p>Proposed personnel are <b>not</b> sufficient (skills, capability, and total number of people) to execute the offeror’s proposed technical approach.</p>

Additionally, the proposer shall propose Key Personnel passing or failing the below Go / No-Go criteria. **The proposals of offerors which fail to pass the below Go / No-Go criteria will not be considered for a subcontract award from this RFP.**

**Table c Key Personnel Go / No-Go Criteria**

<p><b>Pass</b></p>	<p>Key personnel includes a resume for at least one subject matter expert with more than 2 years of hands-on experience with all of the following:</p> <ul style="list-style-type: none"> <li>• Kubernetes (setting up clusters from scratch with the existing documentation)</li> <li>• Docker containers</li> <li>• PostgreSQL (configuration and data migration)</li> <li>• MongoDB</li> <li>• Kafka</li> <li>• ELK stack</li> <li>• Redis</li> <li>• Ansible</li> </ul>
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	<ul style="list-style-type: none"> <li>• Postman</li> </ul> <p>Key personnel includes resumes for at least three (3) subject matter experts with more than 2 years of hands-on experience with all of the following:</p> <ul style="list-style-type: none"> <li>• Elixir / Erlang</li> <li>• At least two of the following: <ul style="list-style-type: none"> <li>○ HL7 (specify versions)</li> <li>○ FHIR (versions 3 or 4)</li> <li>○ Continuity of Care Documents (CCD)</li> <li>○ Clinical Document Architecture (CDA) and Consolidated Clinical Document Architecture (C-CDA)</li> <li>○ Other clinical data integration standards (specify each)</li> </ul> </li> </ul>
<b>Fail</b>	<p>Key personnel does not include at least one resume for one subject matter expert with more than 2 years of hands-on experience with all of the following:</p> <ul style="list-style-type: none"> <li>• Kubernetes (setting up clusters from scratch with the existing documentation)</li> <li>• Docker containers</li> <li>• PostgreSQL (configuration and data migration)</li> <li>• MongoDB</li> <li>• Kafka</li> <li>• ELK stack</li> <li>• Redis</li> <li>• Distributed file storage Ceph</li> <li>• Ansible</li> <li>• Postman</li> </ul> <p>Key personnel does not include resumes for at least three (3) subject matter experts with more than 2 years of hands-on experience with all of the following:</p> <ul style="list-style-type: none"> <li>• Elixir / Erlang</li> <li>• At least two of the following: <ul style="list-style-type: none"> <li>○ HL7 FHIR (versions 3 or 4)</li> <li>○ FHIR (versions 3 or 4)</li> <li>○ Continuity of Care Documents (CCD)</li> <li>○ Clinical Document Architecture (CDA) and Consolidated Clinical Document Architecture (C-CDA)</li> </ul> </li> <li>• Other clinical data integration standards (specify each)</li> </ul>



**d) Past Performance Evaluation**

A weight of 30% has been assigned to Past Performance in calculating the Combined Evaluation Score for each proposal. The following criteria will be used to evaluate the responses provided by each Proposer for the Past Performance Requirement:

Past performance will be scored based on the evaluation table detailed below in **Table 1.7d-1**.

**Table d Past Performance Evaluation Table**

<p><b>Outstanding (100% of Maximum Score for Past Performance – 60 points)</b></p>	<p>3 past performance references that include relevant experience with all of the following:</p> <ul style="list-style-type: none"> <li>• Development of health payment solutions (e.g., referrals, claims, etc.)</li> <li>• Integration of health solutions including clinical data exchanges via APIs and/or web services</li> <li>• Development of health system integration utilizing international standards for health interoperability (preferred, not required)</li> <li>• Development of MIS modules in Ukraine (preferred, not required)</li> <li>• Integrating multiple sensitive data systems (i.e. medical, financial, governmental) together in a securely with zero incidents of data spillage due to system vulnerabilities</li> </ul>
<p><b>Good (50% of Maximum Score for Past Performance – 30 points)</b></p>	<p>3 past performance references that include relevant experience with the 3 or more of the following:</p> <ul style="list-style-type: none"> <li>• Development of health payment solutions (e.g., referrals, claims, etc.)</li> <li>• Integration of health solutions including clinical data exchanges via APIs and/or web services</li> <li>• Development of health system integration utilizing international standards for health interoperability</li> <li>• Development of MIS modules in Ukraine</li> <li>• Integrating multiple sensitive data systems (i.e. medical, financial, governmental) together in a securely with zero incidents of data spillage due to system vulnerabilities</li> </ul>

<p><b>Unacceptable (0% of Maximum Score for Past Performance – 0 points)</b></p>	<p>No past performance references with relevant experience with one or more of the following:</p> <ul style="list-style-type: none"> <li>• Development of health payment solutions (e.g., referrals, claims, etc.)</li> <li>• Integration of health solutions including clinical data exchanges via APIs and/or web services</li> <li>• Development of health system integration utilizing international standards for health interoperability</li> <li>• Development of MIS modules in Ukraine</li> <li>• Integrating multiple sensitive data systems (i.e. medical, financial, governmental) together in a securely with zero incidents of data spillage due to system vulnerabilities</li> </ul>
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**e) Combined Evaluation Score**

Combined Evaluation Scores for each proposal will then be calculated using following formula:

**Combined Evaluation Score = Technical Evaluation Score + Key Personnel Evaluation Score + Past Performance Evaluation Score**

This RFP utilizes the tradeoff process set forth in FAR 15.101-1. Deloitte will award a subcontract to the offeror whose proposal represents the best value to Deloitte and the Ukraine HRS project. Deloitte may award to a higher priced offeror if a determination is made that the higher technical evaluation of that offeror merits the additional cost/price.

**1.8 Negotiations**

Best offer proposals are requested. It is anticipated that a subcontract will be awarded solely on the basis of the original offers received. However, Deloitte reserves the right to conduct discussions, negotiations and/or request clarifications prior to awarding a subcontract. Furthermore, Deloitte reserves the right to conduct a competitive range and to limit the number of offerors in the competitive range to permit an efficient evaluation environment among the most highly-rated proposals. Highest-rated offerors, as determined by the technical evaluation committee, may be asked to submit their best prices or technical responses during a competitive range. Deloitte reserves the right to make no award at all.

## **1.9 Subcontract/Agreements**

Deloitte anticipates that Deloitte and the selected offeror will execute an agreement that will include the terms contained in Attachment 4, hereto, as well as Deloitte's standard business terms, and which will obligate the selected offeror to all commitments contained in the selected offer's proposal.

Deloitte reserves the right to include additional USAID required clauses in any final agreement.

## **1.10 Representations and Certifications and other Statements of the Offeror**

You are required to complete and sign as part of your offer, Representations, Certifications and Other Statements of the Offeror. Instructions for the completion of the Reps and Certs are included in Attachment 3. This includes registration in Deloitte's Vendor Portal.

## **1.11 Responsibility for Compliance with Legal Requirements**

The offeror's products, services, and facilities shall be in full compliance with all applicable federal, state, and local laws, regulation, codes, standards, and ordinances, regardless of whether or not they are referred to by Deloitte.

## **1.12 Proposal-Related Incurred Costs**

The offeror shall be responsible for all costs incurred in preparing or responding to this RFP. All materials and documents submitted in response to this RFP become the property of Deloitte and will not be returned. This RFP will in no way obligate Deloitte to compensate any offeror for costs associated with the preparation of its proposal.

## **1.13 Reservation of Rights**

In no event shall there be a right to protest or seek a claim based on Deloitte's exercise of its discretion or judgment in evaluating or awarding a subcontract arising from or relating to the proposal. This RFP does not commit Deloitte to award a contract, to pay any costs incurred in the preparation of a proposal to this request, or to procure or subcontract for services or supplies. Deloitte reserves the right to cancel this procurement at any time without prior notice. Deloitte may require the offeror to participate in discussions, solely at Deloitte's discretion, and to submit such monetary, technical or other revisions of their proposals that may result from such discussions. The offeror expressly waives any and all rights and remedies under any civil action arising from or related to the submittal of a proposal.

#### **1.14 Rejection of Solicitation Response**

Deloitte reserves the right to reject any or all responses received or any part thereof, on any basis or for any reason to accept any response or any part thereof, or to waive any informalities when it is deemed to be in Deloitte's best interest.

#### **1.15 Anti-Kickback Act of 1986**

Anti-Kickback Act of 1986 as referenced in FAR 52.203-7 is hereby incorporated into this Request for Proposal as a condition of acceptance. If you have reasonable grounds to believe that a violation, as described in Paragraph (b) of FAR 52.203-7 may have occurred, you should report this suspected violation to the Deloitte's Ethics Hotline at: 866-850-1485 within the US or 1-503-748-0570, outside of the US. You may report a suspected violation anonymously.

#### **1.16 Cost or Pricing Data**

RESERVED

#### **1.17 Confidential Information**

Notwithstanding any agreements, including any separate nondisclosure agreements, already in place between the parties, Deloitte assumes no obligation regarding confidentiality of all or any portion of a proposal or any other material except that Deloitte may not disclose any portion which the prospective supplier clearly designates as containing proprietary information by affixing the legend in the title page:

*"This proposal includes data that shall not be disclosed outside of Deloitte and shall not be duplicated, used, or disclosed—in whole or in part—for any purpose other than to evaluate this proposal. If, however, a subcontract is awarded to this offeror as a result of—or in connection with—the submission of this proposal, Deloitte shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting subcontract. This restriction does not limit the Deloitte's right to use information contained in this data if it is obtained from another source without restriction."*

And, mark each sheet of data it wishes to restrict with the following legend:

*"Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal. "*

Your Proposal will be subject to a Freedom of Information Act request in accordance with Federal law.

**1.18 Taxes**

The offeror shall separately list any assumed payment for VAT or any other taxes in its proposed price, if any. Please note, the USAID Health Reform Support Project is VAT exempt and Deloitte will provide all VAT-exemption documents during the subcontract award stage.

**1.19 Language**

All documents are required in English unless otherwise stated.

**1.20 Dun & Bradstreet Registration**

Offerors shall register with Dun & Bradstreet and provide its duns number to Deloitte as part of the Registration in the Deloitte Vendor Portal and completion of the Reqs and Certs.

**1.21 Insurance Coverage**

Deloitte is requesting the successful offeror purchase performance insurance equal to the value of the subcontract before subcontract award. The cost of insurance is an allowable expense billable to the subcontract and should be captured in the total proposed price of the offeror. If the offeror is unable to perform, Deloitte will cancel the contract with the offeror and exercise its rights under the insurance to cover the cost differential between the winning offeror and the runner up response to this RFP. Specific insurance requirements may be discussed during final subcontract negotiations and exceptions may be made on a case by case basis.

**1.22 Independence Clearance**

Offerors shall be required to complete the Deloitte Independence process prior to receiving an award. Award is subject to successful completion of the review and approval by Deloitte. Offerors shall submit required documentation as requested by Deloitte, as well as provide timely responses to requests for information to facilitate the review. Information under review includes, but it not limited to background on the offeror's company, Anti-Corruption compliance, and IT and Cyber security.

[END OF ATTACHMENT No. 1]

## **Attachment 2:**

### **Statement of Work**

Please email Kristan Xanders, [kxanders@deloitte.com](mailto:kxanders@deloitte.com) for Attachment 2, the Statement of Work

### **Attachment 3:**

Offerors shall register in Deloitte's Vendor Portal to complete US Government required Representations and Certifications. The link for registration is below as well as the instructions for doing so:

The **Deloitte GPS Vendor Portal** located at:  
<https://vendorportal.gps.deloitte.com/> Please review the [Vendor Admin Role User Guide](#) and the [Vendor Help/Contact Us User Guide – for Registered Users](#) for additional help. Please send an email to confirm you have completed registration.

[END OF ATTACHMENT No. 3]



## Attachment 4:

### Applicable Provisions of the Client Contract

#### Applicable Provisions of Client Contract

#### **1. INCORPORATION OF FEDERAL ACQUISITION REGULATION CLAUSES AND AGENCY SUPPLEMENT CLAUSES**

Wherever necessary to make the context of the clauses of the Client Contract applicable, the term "Contract" shall mean this Subcontract, and the Terms "Government," "Contracting Officer" and equivalent phrases shall mean "Deloitte Consulting".

#### **2. Provisions Incorporated In Full Text.**

The following provisions of the Client Contract are incorporated in full text:

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

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at AIDAR 752.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. Full text of the AIDAR clauses is available at <http://www.usaid.gov/ads/policy/300/aidar>.

NUMBER	TITLE	DATE
752.7027	PERSONNEL	DEC 1990

##### **H.2. AIDAR 752.225-70 SOURCE AND NATIONALITY REQUIREMENTS (FEB 2012)**

(a) Except as may be specifically approved by the Contracting Officer, the Contractor must procure all commodities (e.g., equipment, materials, vehicles, supplies) and services (including commodity transportation services) in accordance with the requirements at 22 CFR Part 228 "Rules on Procurement of Commodities and Services Financed by USAID Federal Program Funds." The authorized source for procurement is Geographic Code 937 unless otherwise specified in the schedule of this contract. Guidance on eligibility of specific goods or services may be obtained from the Contracting Officer.

(b) Ineligible goods and services. The Contractor must not procure any of the following goods or services under this contract:

- (1) Military equipment
- (2) Surveillance equipment
- (3) Commodities and services for support of police and other law enforcement

- activities
- (4) Abortion equipment and services
- (5) Luxury goods and gambling equipment, or
- (6) Weather modification equipment.

(c) Restricted goods. The Contractor must obtain prior written approval of the Contracting Officer or comply with required procedures under an applicable waiver as provided by the Contracting Officer when procuring any of the following goods or services:

- (1) Agricultural commodities,
- (2) Motor vehicles,
- (3) Pharmaceuticals and contraceptive items
- (4) Pesticides,
- (5) Fertilizer,
- (6) Used equipment, or
- (7) U.S. government-owned excess property.

If USAID determines that the Contractor has procured any of these specific restricted goods under this contract without the prior written authorization of the Contracting Officer or fails to comply with required procedures under an applicable waiver as provided by the Contracting Officer, and has received payment for such purposes, the Contracting Officer may require the contractor to refund the entire amount of the purchase.

### **H.3. AIDAR 752.7004 EMERGENCY LOCATOR INFORMATION (JUL 1997) (NOT APPLICABLE)**

### **H.4. AIDAR 752.228-70 MEDICAL EVACUATION (MEDEVAC) SERVICES (JULY 2007) (NOT APPLICABLE)**

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

The authorized Geographic Codes for procurement of goods and services under this contract is 110 and 937,  
due to the different sources of funding.

For more information on Source and Nationality Requirements see ADS 310.

### **H.6. EXECUTIVE ORDER ON TERRORISM FINANCING**

The Contractor is reminded that U.S. Executive Orders (including E.O. 13224) and U.S. law prohibit

transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of the contractor to ensure compliance with these Executive Orders and laws.

FAR 25.701 prohibits agencies and their contractors and subcontractors from acquiring any supplies or

services from individuals or organizations, if any proclamation, Executive Order, Office of Foreign Assets Control (OFAC) regulations, or statute administered by OFAC would prohibit such a transaction.

Accordingly, the Contracting Officer must check the U.S. Department of the Treasury's OFAC List to ensure that the names of the Contractor and proposed subcontractors (and individuals from those organizations who have been made known to them), are not on the list. Mandatory FAR clause 52.225-13 "Restrictions on Certain Foreign Purchases" is included by reference in Section I.1 of this contract. By accepting this contract, the Contractor acknowledges and agrees that it is aware of the list as part of its compliance with the requirements of that clause. This clause must be included in all subcontracts/sub-awards issued under this contract.

#### **H.7. FOREIGN GOVERNMENT DELEGATIONS TO INTERNATIONAL CONFERENCES**

Funds in this award may not be used to finance the travel, per diem, hotel expenses, meals, conference fees or other conference costs for any member of a foreign government's delegation to an international conference sponsored by a multilateral organization, except as provided in ADS Mandatory Reference "Guidance on Funding Foreign Government Delegations to International Conferences ([ADS 350maa](#)) or as approved by the COR.

#### **H.8. AIDAR 752.229-71 REPORTING OF FOREIGN TAXES (JUL 2007)**

- (a) The contractor must annually submit a report by April 16 of the next year.
- (b) Contents of report. The report must contain:
  - (1) Contractor name.
  - (2) Contact name with phone, fax number and email address.
  - (3) Contract number(s).
  - (4) Amount of foreign taxes assessed by a foreign government [each foreign government must be listed separately] on commodity purchase transactions valued at \$500 or more financed with U.S. foreign assistance funds under this agreement during the prior U.S. fiscal year.
  - (5) Only foreign taxes assessed by the foreign government in the country receiving U.S. assistance are to be reported. Foreign taxes by a third party foreign government are not to be reported. For example, if a contractor performing in Lesotho using foreign assistance funds should purchase commodities in South Africa, any taxes imposed by South Africa would not be included in the report for Lesotho (or South Africa).
  - (6) Any reimbursements received by the contractor during the period in paragraph (b)(4) of this clause regardless of when the foreign tax was assessed and any reimbursements on the taxes reported in paragraph (b)(4) of this clause received through March 31.
  - (7) Report is required even if the contractor did not pay any taxes during the reporting period.
  - (8) Cumulative reports may be provided if the contractor is implementing more than one program in a foreign country.

(c) Definitions. As used in this clause—

(1) Agreement includes USAID direct and country contracts, grants, cooperative agreements and interagency agreements.

(2) Commodity means any material, article, supply, goods, or equipment.

(3) Foreign government includes any foreign governmental entity.

(4) Foreign taxes means value-added taxes and customs duties assessed by a foreign government on a commodity. It does not include foreign sales taxes.

(d) Where. Submit the reports to: Owen Miller at [owmiller@deloitte.com](mailto:owmiller@deloitte.com)

(e) Subagreements. The contractor must include this reporting requirement in all applicable subcontracts and other subagreements.

(f) For further information see <http://2001-2009.state.gov/s/d/rm/c10443.htm>.

(End of clause)

### **H.9. AIDAR 752.222-70 USAID DISABILITY POLICY (DEC 2004)**

a. The objectives of 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\\_usaid/disability/](http://www.usaid.gov/about_usaid/disability/)

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

### **H.10. AIDAR 752.7032 INTERNATIONAL TRAVEL APPROVAL AND NOTIFICATION REQUIREMENTS (APR 2014)**

Prior written approval by the contracting officer, or the contracting officer's representative (COR) if delegated in the Contracting Officer's Representative

Designation Letter, is required for all international travel directly and identifiably funded by USAID under this contract. The Contractor must therefore present to the contracting officer or the contracting officer's representative, an itinerary for each planned international trip, showing the name of the traveler, purpose of the trip, origin/destination (and intervening stops), and dates of travel, as far in advanced of the proposed travel as possible, but in no event less than three weeks before travel is planned to commence. The contracting officer's or contracting officer's representative's (if delegated by the contracting officer) prior written approval may be in the form of a letter or telegram or similar device or may be specifically incorporated into the schedule of the contract. At least one week prior to commencement of approved international travel, the Contractor must notify the cognizant Mission, with a copy to the contracting officer or contracting officer's representative, of planned travel, identifying the travelers and the dates and times of arrival.

#### **H.11. BUSINESS CLASS TRAVEL**

For cost effectiveness, economy class travel must be used on all official travel funded under this contract.

Business class travel may only be used under exceptional circumstances and only with prior written approval of the Contracting Officer.

#### **H.12. ENVIRONMENTAL COMPLIANCE**

The contractor must comply with 22 CFR 216 requirements, the Initial Environmental Examination Recommendations and Ukraine environmental laws and regulations. Contract will be covered by the following approved Initial Environmental Examination **DCN: 2017-UKR- 020** and **DCN: 2018-UKR-006**.

1) The Foreign Assistance Act of 1961, as amended, Section 117 requires that the impact of USAID's activities on the environment be considered and that USAID include environmental sustainability as a central consideration in designing and carrying out its development programs. This mandate is codified in Federal Regulations (22 CFR 216) and in USAID's Automated Directives System (ADS) [ADS 201](#) and [ADS 204](#), which, in part, require that the potential environmental impacts of USAID-financed activities are identified prior to a final decision to proceed and that appropriate environmental safeguards are adopted for all activities. Applicant's environmental compliance obligations under these regulations and procedures are specified in the following paragraphs of this Contract.

2) In addition, the Contractor must comply with host country environmental regulations unless otherwise directed in writing by USAID. In case of conflict between host country and USAID regulations, the latter shall govern.

3) No activity funded under this Contract will be implemented unless an environmental threshold determination, as defined by 22 CFR 216, has been reached for that activity, as documented in a Request for Categorical Exclusion (RCE), Initial Environmental Examination (IEE), or Environmental Assessment (EA) duly signed by the Bureau Environmental Officer (BEO). (Hereinafter, such documents are described as "approved Regulation 216 environmental documentation.")

4) An Initial Environmental Examination (IEE) has been approved for the program funding this contract.

The IEE covers activities expected to be implemented under this contract. USAID has determined that, depending on the specific activity proposed and implemented, both a Categorical Exclusion and a Negative Determination with conditions may apply. This indicates that for those activities falling under the determination of a Categorical Exclusion, if these activities are implemented subject to the specified conditions, they are expected to have no significant adverse effect on the environment. For any proposed activities determined to have a Negative Determination with Conditions, there could be a limited potential impact on the environment. In this case, the contractor will ensure that appropriate plans are developed which abide by environmental standards and best industry practices for monitoring and mitigation plans. The contractor will be responsible for implementing all IEE conditions pertaining to the activities to be funded under this contract.

5) As part of its initial Implementation Plan, and all Annual Implementation Plans thereafter, the Contractor, in collaboration with the USAID Contracting Officer's Representative (COR) and Mission Environmental Officer or Bureau Environmental Officer, as appropriate, shall review all ongoing and planned activities under this award to determine if they are within the scope of the approved Regulation 216 environmental documentation.

6) If the Contractor plans any new activities outside the scope of the approved Regulation 216 environmental documentation, it shall prepare an amendment to the documentation for USAID review and approval. No such new activities shall be undertaken prior to receiving written USAID approval of environmental documentation amendments.

7) If the contractor plans any new activities outside the scope of the approved Regulation 216 environmental documentation, it must prepare an amendment to the documentation for USAID review and approval. No such new activities must be undertaken prior to receiving written USAID approval of environmental documentation amendments.

8) Any ongoing activities found to be outside the scope of the approved Regulation 216 environmental documentation must be halted until an amendment to the documentation is submitted and written approval is received from USAID.

9) When the approved Regulation 216 documentation is (1) an IEE that contains one or more Negative

Determinations with conditions and/or (2) an EA, the contractor must:

a) Unless the approved Regulation 216 documentation contains a complete environmental mitigation

and monitoring plan (EMMP) or a project mitigation and monitoring (M&M) plan, the contractor

must prepare an EMMP or M&M Plan describing how the contractor must, in specific terms,

implement all IEE and/or EA conditions that apply to proposed project activities within the scope of

the award. The EMMP or M&M Plan must include monitoring the implementation of the conditions

and their effectiveness.

b) Integrate a completed EMMP or M&M Plan into the initial work plan.

c) Integrate an EMMP or M&M Plan into subsequent Annual Work Plans, making any necessary

adjustments to activity implementation in order to minimize adverse impacts to the environment.

10) Contractor will be expected to comply with all conditions specified in the approved IEE and/or EA.

a) If an IEE, as developed by the contractor and approved by USAID, includes a Positive

Determination for one or more activities, the contractor will be required to develop and submit an EA

addressing these activities.

### **H.13. DISCLOSURE OF INFORMATION**

(a) Contractors are reminded that information furnished under this solicitation may be subject to disclosure under the Freedom of Information Act (FOIA). Therefore, all items that are confidential to business, or contain trade secrets, proprietary, or personnel information must be clearly marked. Marking of items will not necessarily preclude disclosure when the U.S. Office of Personnel Management (OPM or The Government) determines disclosure is warranted by FOIA. However, if such items are not marked, all information contained within the submitted documents will be deemed to be releasable.

(b) Any information made available to the Contractor by the Government must be used only for the purpose of carrying out the provisions of this contract and must not be divulged or made known in any manner to any person except as may be necessary in the performance of the contract.

(c) In performance of this contract, the Contractor assumes responsibility for protection of the confidentiality of Government records and must ensure that all work performed by its major subcontractors shall be under the supervision of the Contractor or the Contractor's responsible employees.

(d) Each officer or employee of the Contractor or any of its major subcontractors to whom any Government record may be made available or disclosed must be notified in writing by the Contractor that information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such information, by any means, for a purpose or to an extent unauthorized herein, may subject the offender to criminal sanctions imposed by 19 U.S.C. 641. That section provides, in pertinent part, that whoever knowingly converts to their use or the use of another, or without authority, sells, conveys, or disposes of any record of the United States or whoever receives the same with intent to convert it to their use or gain, knowing it to have been converted, shall be guilty of a crime punishable by a fine of up to \$10,000, or imprisoned up to ten years, or both.

#### **H.14. ADDITIONAL APPROVAL REQUIREMENTS**

1. *In addition to the requirements of AIDAR 752.7035 "Public Notices,"* the Contractor will obtain prior COR and USAID Development Outreach and Communication Specialist authorization THROUGH DELOITTE for all public notices, press releases, interviews and other media contacts.
2. If the Contractor would like to arrange a meeting with ministerial-level host government officials, it shall obtain permission from the COR and/or alternate COR THROUGH DELOITTE for such a meeting at least one week before any such meeting is likely to be scheduled.
3. The Contractor must coordinate all press inquiries and statements with USAID's COR THROUGH DELOITTE. Contractor must seek approval from COR THROUGH DELOITTE before agreeing to or allowing staff to conduct interviews with the press. The Contractor must not speak on behalf of USAID but will refer all requests for USAID information to the USAID COR/Communication/press officer.
4. No news release pertaining to this contract will be made without prior USAID approval THROUGH DELOITTE, as appropriate, and then only in coordination with the COR THROUGH DELOITTE.

#### **H.15. GOVERNMENT FURNISHED FACILITIES OR PROPERTY**

(a) The Contractor and any employee or consultant of the Contractor is prohibited from using U.S.

Government facilities (such as office space or equipment) or U.S. Government clerical or technical personnel in the performance of the services specified in the Contract unless the use of Government facilities or personnel is specifically authorized in the Contract or is authorized in advance, in writing, by the COR.



(b) If at any time it is determined that the Contractor, or any of its employees or consultants, have used U.S. Government facilities or personnel either in performance of the Contract itself, or in advance, without authorization in writing, by the Contracting Officer, then the amount payable under the Contract will be reduced by an amount equal to the value of the U.S. Government facilities or personnel used by the Contractor, as determined by the Contracting officer.

(c) If the parties fail to agree on an adjustment made pursuant to this clause it will be considered a "dispute" and will be dealt with under the terms of the "Disputes" clauses of the Contract.

#### **H.16. LOGISTICAL SUPPORT**

The Contractor shall be responsible for furnishing all logistic support in the United States and overseas unless otherwise stated in the contract.

The Contractor shall address all requirements under U.S. and local law for the transfer of property and shall provide the inventory schedule required by FAR 52.245-1. The proposed property disposition must be approved in writing by the Contracting Officer.

#### **H.17. FRAUD REPORTING**

The Contractor is required to report on indications of fraud in host-country institutions or other matters that could reasonably be expected to be of foreign policy interest to the U.S. Government's development and stabilization efforts. Corruption, real or perceived, may critically impact USAID programming objectives as might other knowledge the Contractor acquires in its normal course of business. This clause must not be construed to require the Contractor to conduct investigation for such information outside of its normal business practices or to report on matters not directly or indirectly related to USAID programming or the proper use of U.S. Government funds. In the event awardee has special non-disclosure requirements or confidentiality requirements (such as prevalent in the legal and banking industries), or Contractor determines such reporting would conflict with applicable laws, Contractor must include a proposal to obtain any necessary waivers from the applicable host-country institution allowing such reporting to the maximum extent possible. Reports under this requirement must be submitted as a deliverable under the award.

#### **H.18. AIDAR 752.222-71 NONDISCRIMINATION (JUN 2012)**

FAR part 22 and the clauses prescribed in that part prohibit contractors performing in or recruiting from the U.S. from engaging in certain discriminatory practices.

USAID is committed to achieving and maintaining a diverse and representative workforce and a workplace free of discrimination. Based on law, Executive Order, and Agency policy, USAID prohibits discrimination in its own workplace on the basis of race, color, religion, sex (including pregnancy and gender identity), national origin, disability, age, veteran's status, sexual orientation, genetic information, marital status, parental status, political affiliation, and any other conduct that does not adversely affect the performance of the employee. USAID does not tolerate any type of discrimination (in any form, including harassment) of any employee or applicant for employment on any of the above-described bases.

**H.19. ADS 302.3.5.19 USAID-FINANCED THIRD-PARTY WEB SITES (AUG 2013) (NOT APPLICABLE)**

**H.20. ADS 302.3.5.22 SUBMISSION OF DATASETS TO THE DEVELOPMENT DATA LIBRARY (DDL) (OCT 2014) (NOT APPLICABLE)**

**H.21. ADS 302.3.5.16(a)(4) PROHIBITION ON THE PROMOTION OR ADVOCACY OF THE LEGALIZATION OR PRACTICE OF PROSTITUTION OR SEX TRAFFICKING (SEP 2014)**

(a) This contract is authorized under the United States Leadership Against HIV/AIDS, Tuberculosis, and Malaria Act of 2003 (Pub.L. No. 108-25), as amended. This Act enunciates that the U.S. Government is opposed to prostitution and related activities, which are inherently harmful and dehumanizing, and contribute to the phenomenon of trafficking in persons. The contractor shall not use any of the funds made available under this contract to promote or advocate the legalization or practice of prostitution or sex trafficking. Nothing in the preceding sentence shall be construed to preclude the provision to individuals of palliative care, treatment, or post-exposure pharmaceutical prophylaxis, and necessary pharmaceuticals and commodities, including test kits, condoms, and, when proven effective, microbicides.

(b)(1) Except as provided in (b)(2), by its signature of this contract or subcontract for HIV/AIDS activities, a non-governmental organization or public international organization awardee/subawardee agrees that it is opposed to the practices of prostitution and sex trafficking.

(b)(2) The following organizations are exempt from (b)(1):

(i) The Global Fund to Fight AIDS, Tuberculosis and Malaria; the World Health Organization; the International AIDS Vaccine Initiative; and any United Nations agency.

(ii) U.S. non-governmental organization recipients/subrecipients and contractors/subcontractors.  
(iii) Non-U.S. contractors and subcontractors are exempt from (b)(1) if the contract or subcontract is for commercial items and services as defined in FAR 2.101, such as pharmaceuticals, medical supplies, logistics support, data management, and freight forwarding.

(b)(3) Notwithstanding section (b)(2)(iii), not exempt from (b)(1) are non-U.S. contractors and subcontractors that implement HIV/AIDS programs under this contract or subcontract by:  
(i) Providing supplies or services directly to the final populations receiving such supplies or services in host countries;  
(ii) Providing technical assistance and training directly to host country individuals or entities on the provision of supplies or services to the final populations receiving such supplies and services; or  
(iii) Providing the types of services listed in FAR 37.203(b)(1)-(6) that involve giving advice about substantive policies of a recipient, giving advice regarding the activities referenced in (i) and (ii), or making decisions or functioning in a recipient's chain of command (e.g., providing managerial or supervisory services approving financial transactions, personnel actions).

(c) The following definitions apply for purposes of this provision:  
"Commercial sex act" means any sex act on account of which anything of value is given to or received by any person.

"Prostitution" means procuring or providing any commercial sex act and the "practice of prostitution" has the same meaning.

"Sex trafficking" means the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act (22 U.S.C. 7102(9)).

(d) The contractor must insert this provision in all subcontracts for HIV/AIDS activities.

(e) Any violation of this provision will result in the immediate termination of this award by USAID.

(f) This provision does not affect the applicability of FAR 52.222-50 to this contract.

## **H.22. AIDAR 752.7007 PERSONNEL COMPENSATION (JUL 2007) (RESERVED)**

## **H.23. ADDITIONAL REQUIREMENTS FOR PERSONNEL COMPENSATION (RESERVED)**

## **H.24. AIDAR 752.209-71 ORGANIZATIONAL CONFLICTS OF INTEREST DISCOVERED AFTER AWARD**

(a) The Contractor agrees that, if after award it discovers either an actual or potential organizational conflict of interest with respect to this contract, it shall make an immediate and full disclosure in writing to the contracting officer which shall include a description of the action(s) which the Contractor has taken or proposes to take to avoid, eliminate or neutralize the conflict.

(b) The contracting officer shall provide the contractor with written instructions concerning the conflict. USAID reserves the right to terminate the contract if such action is determined to be in the best interest of the Government.

## **H.25. CONSENT TO SUBCONTRACT (NOT APPLICABLE)**

## **H.26. GRANTS UNDER CONTRACT (NOT APPLICABLE)**

## **H.27. ELECTRONIC PAYMENTS SYSTEM (NOT APPLICABLE)**

## **H.28. CLOUD COMPUTING (MAY 2016)**

a. *Definitions.* As used in this special contract requirement "Access" means the ability or opportunity to gain knowledge of Government or Government-related data or any other data collected or maintained on behalf of the United States Government under this contract.

"Cloud computing" means a model for enabling ubiquitous, convenient, on-demand network access to a shared pool of configurable computing resources (e.g., networks, servers, storage, applications, and services) that can be rapidly provisioned and released with minimal management effort or service provider interaction. This includes other commercial terms, such as on-demand self-service, broad network access, resource pooling, rapid elasticity, and measured service. It also includes commercial offerings for software-as-a-service, infrastructure-as-a-service, and platform-as-a-service.

"Government data" means any information, document, media, or machine-readable material, regardless of physical form or characteristics, which is created or obtained in the course of official Government business.

"Government-related data" means any information, document, media, or machine readable material,

regardless of physical form or characteristics, which is created or obtained by a Contractor through the storage, processing, or communication of Government data. This does not include a contractor's business records, e.g., financial records, legal records, or data such as operating procedures, software coding or algorithms that are not uniquely applied to the Government data.

"Spillage" means a security incident that results in the transfer of classified or other sensitive or sensitive but unclassified information to an information system that is not accredited, (i.e., authorized) for the applicable security level of the data or information.

"Cloud Service Provider" or CSP means a company or organization that offers some component of cloud computing – typically Infrastructure as a Service (IaaS), Software as a Service (SaaS) or Platform as a Service (PaaS) – to other businesses, organizations or individuals.

"Penetration Testing" means security testing in which assessors mimic real-world attacks to identify methods for circumventing the security features of an application, system, or network.

"Third Party Assessment Organizations" means an organization independent of the organization whose IT system is being assessed. They are required to meet the ISO/IEC 17020:1998 standards for independence and managerial competence and meet program requirements for technical FISMA competence through demonstrated expertise in assessing cloud-based solutions.

"Personally Identifiable Information (PII)" means information that can be used to distinguish or trace an individual's identity, such as their name, Social Security Number (SSN), biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc. The definition of PII is not anchored to any single category of information or technology. Rather, it requires a case-by-case assessment of the specific risk that an individual can be identified. In performing this assessment, it is important to recognize that non- PII can become PII whenever additional information is made publicly available – in any medium and from any source – that, when combined with other available information, could be used to identify an individual. PII examples include name, address, SSN, or other identifying number or code, telephone number, and e-mail address. PII can also consist of a combination of indirect data elements such as gender, race, birth date, geographic indicator (e.g., zip code), and other descriptors used to identify specific individuals. When defining PII for USAID purposes, the

term "individual" refers to a citizen of the United States or an alien lawfully admitted for permanent residence.

"Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic.

b. Computing

This special contract requirement applies to the Contractor and all personnel providing support under this contract (hereafter referred to collectively as "Contractor") and addresses specific USAID requirements in addition to those included in the Federal Acquisition Regulation (FAR), Privacy Act of 1974 (5 U.S.C. 552a - the Act), E-Government Act of 2002 - Section 208 and Title III, Federal Information Security Management Act (FISMA), the Health Insurance Portability and Accountability Act of 1996 (HIPAA, Pub. L. 104-191, 110 Stat. 1936), the Sarbanes-Oxley Act of 2002 (SOX, Pub. L. 107-204, 116 Stat 745), National Institute of Standards and Technology (NIST), Federal Information Processing Standards (FIPS) and the 800-Series Special Publications (SP), Office of Management and Budget (OMB) memorandums, and other laws, mandates, or executive orders pertaining to the development and operations of information systems and the protection of sensitive information and data.

(c) Limitations on access to, use and disclosure of, government data and Government-related data.

(1) The Contractor shall not access, use, or disclose Government data unless specifically authorized by the terms of this contract issued hereunder.

i. If authorized by the terms of this contract issued hereunder, any access to, or use or disclosure of, Government data shall only be for purposes specified in this contract.

ii. The Contractor shall ensure that its employees are subject to all such access, use, and disclosure prohibitions and obligations.

iii. These access, use, and disclosure prohibitions and obligations shall remain effective beyond the expiration or termination of this contract.

(2) The Contractor shall use related Government data only to manage the operational environment that supports the government data and for no other purpose unless otherwise permitted with the prior written approval of the Contracting Officer.

(e) Records Management and Access to Information

(1) The Contractor shall support a system in accordance with the requirement for Federal agencies to manage their electronic records in accordance with capabilities

such as those identified in the provisions of this contract, National Archives and Records Administration (NARA) retention policies.

(2) Upon request by the government, the Contractor shall deliver to the Contracting Officer all Government data and Government-related data, including data schemas, metadata, and other associated data artifacts, in the format specified in the schedule or by the Contracting Officer in support of government compliance requirements to include but not limited to Freedom of Information Act, Privacy Act, e-Discovery, e-Records and legal or security investigations.

(3) The Contractor shall retain and maintain all Government data in accordance with records retention provisions negotiated by the terms of the contract and in accordance with USAID records retention policies.

(4) The Contractor shall dispose of Government data and Government-related data in accordance with the terms of the contract and provide the confirmation of disposition to the Contracting Officer in accordance with contract closeout procedures.

(e) Notification of third party access to Government data: The Contractor shall notify the Government immediately of any requests from a third party for access to Government data or Government-related data, including any warrants, seizures, or subpoenas it receives, including those from another Federal, State, or Local agency, that could result in the disclosure of any Government data to a third party. The Contractor shall cooperate with the Government to take all measures to protect Government data from any loss or unauthorized disclosure that might reasonably result from the execution of any such request, warrant, seizure, subpoena, or similar legal process.

(f) Spillage and Security Incidents: Upon written notification by the Government of a spillage or security incident, or the Contractor's discovery of a spillage or security incident, the Contractor shall coordinate immediately with the Office of Security at [SECinformationsecurity@usaid.gov](mailto:SECinformationsecurity@usaid.gov) to correct the spillage or security incident in compliance with agency-specific instructions.

(g) Information Ownership and Rights: USAID information stored in a cloud environment remains the property of USAID, not the Contractor or cloud service provider (CSP). USAID retains ownership of the information and any media type that stores Government information. The CSP does not have rights to the USAID information for any purposes other than those explicitly stated in the contract.

(h) Security Requirements:

(1) The Contractor shall adopt and maintain administrative, technical, and physical safeguards and controls that meet or exceed requirements contained within the Federal Risk and Authorization Management Program (FedRAMP) Cloud Computing Security Requirements Baseline, current standard for NIST 800-53, including Appendix J, and FedRAMP Continuous Monitoring Requirements for the security

level and services being provided, in accordance with the security categorization or impact level as defined by the government based on the Federal Information Processing Standard (FIPS) Publication 199 (FIPS-199).

(2) The Contractor shall comply with FedRAMP requirements as mandated by Federal laws and policies, including making available any documentation, physical access, and logical access needed to support this requirement. The Level of Effort for the security assessment and authorization (SA&A) is based on the system's complexity and security categorization. The Contractor shall create, maintain and update the following documentation using FedRAMP requirements and templates, which are available at <http://FedRAMP.gov>.

(3) The Contractor must support SA&A activities to include assessment by an accredited Third Party Assessment Organization (3PAO) initially and whenever there is a significant change to the system's security posture in accordance with the FedRAMP Continuous Monitoring Plan. The Contractor must make available to the Contracting Officer, the most current, and any subsequent, Security Assessment Reports for consideration as part of the Contractor's overall Systems Security Plan.

(4) The Government reserves the right to perform or request Penetration Testing by an independent source. If the Government exercises this right, the Contractor shall allow Government employees (or designated third parties) to conduct Security Assessment activities to include control reviews in accordance with FedRAMP requirements. Review activities include but are not limited to scanning operating systems, web applications, databases, wireless scanning; network device scanning to include routers, switches, and firewall, and IDS/IPS; databases and other applicable systems, including general support structure, that support the processing, transportation, storage, or security of Government information for vulnerabilities.

(5) Identified gaps between required FedRAMP Security Control Baselines and Continuous Monitoring controls and the Contractor's implementation as documented in the Security Assessment Report must be tracked by the Contractor for mitigation in a Plan of Action and Milestones (POA&M) document. Depending on the severity of the gaps, the Government may require them to be remediated before a provisional authorization is issued.

(6) The Contractor is responsible for mitigating all security risks found during SA&A and continuous monitoring activities. All high-risk vulnerabilities must be mitigated within thirty (30) days and all moderate risk vulnerabilities must be mitigated within sixty (60) days from the date vulnerabilities are formally identified. The Government will determine the risk rating of vulnerabilities.

(7) The Contractor shall provide access to the Federal Government, or their designee acting as their agent, when requested, in order to verify compliance with the requirements and to allow for appropriate risk



decisions for an Information Technology security program. The Government reserves the right to conduct onsite inspections. The Contractor must make appropriate personnel available for interviews and provide all necessary documentation during this review and as necessary for continuous monitoring activities.

(i) Privacy Requirements: Cloud Service Provider (CSP) must understand and adhere to applicable federal Privacy laws, standards, and guidance to protect Personally Identifiable Information (PII) about individuals that will be collected and maintained by the Contractor solution. The Contractor responsibilities include full cooperation for any request for disclosure, subpoena, or other judicial process seeking access to records subject to the Privacy Act of 1974.

(j) Data Location: The Contractor must disclose the data server locations where the Agency data will be stored as well as the redundant server locations. The Contractor must have prior Agency approval to store Agency data in locations outside of the United States.

(k) PII Breach Response: The Contractor is responsible for timely breach reporting, individual notification, mitigation, cost and containment resulting from PII Breaches. The Contractor must document and provide to the COR and USAID Chief Privacy Officer (privacy@usaid.gov) a plan describing in detail their breach response policies and processes addressing these issues to include credit monitoring or other appropriate relief to affected individuals.

(l) Terms of Service (ToS): The Contractor must disclose any requirements for terms of service agreements and clearly define such terms prior to contract award. All ToS provisions regarding controlling law, jurisdiction, and indemnification must align with Federal statutes, policies, and regulations.

(m) Service Level Agreements (SLAs): The Contractor must be willing to negotiate service levels with USAID; clearly define how performance is guaranteed (such as response time resolution/mitigation time, availability, etc.); monitor their service levels; provide timely notification of a failure to meet the SLAs; and evidence that problems have been resolved or mitigated. Additionally, at USAID's request, the Contractor must submit reports or provide a dashboard where USAID can continuously verify that service levels are being met. Where SLAs fail to be met, USAID may assess monetary penalties or service credit.

(n) Trusted Internet Connection (TIC): The Contractor must route all USAID traffic through the TIC.

(o) Forensics, Freedom of Information Act (FOIA), Electronic Discovery: The Contractor must allow USAID access required to retrieve information necessary for FOIA and Electronic Discovery activities, as well as, forensic investigations for both criminal and non-criminal purposes without their interference in these activities. USAID may negotiate roles and responsibilities for conducting these activities in agreements outside of this contract.

(1) The Contractor must ensure appropriate forensic tools can reach all devices based on an approved timetable.

- (2) The Contractor must not install forensic software or tools without the permission of USAID.
- (3) The Contractor, in coordination with USAID Bureau for Management, Office of The Chief Information Officer (M/CIO)/ Information Assurance Division (IA), must document and guarantee the preservation of data required for these activities.
- (4) The Contractor, in coordination with USAID M/CIO/IA, must clearly define capabilities, procedures, roles and responsibilities and tools and methodologies for these activities.
- (p) The Contractor shall include the substance of this special contract requirement, including this paragraph (p), in all subcontracts, including subcontracts for commercial items.

### **H.29. ADS 302.3.5.16(a)(2) CONSCIENCE CLAUSE IMPLEMENTATION (FEB 2012)**

An organization, including a faith-based organization, that is otherwise eligible to receive funds under this agreement for HIV/AIDS prevention, treatment, or care—

- (a) Shall not be required, as a condition of receiving such assistance—
  - (1) To endorse or utilize a multisectoral or comprehensive approach to combating HIV/AIDS; or
  - (2) To endorse, utilize, make a referral to, become integrated with, or otherwise participate in any program or activity to which the organization has a religious or moral objection; and
- (b) Shall not be discriminated against in the solicitation or issuance of grants, contracts, or cooperative agreements for refusing to meet any requirement described in paragraph (a) above.

### **H.30. ADS 302.3.5.16(a)(3) CONDOMS (ACQUISITION) (SEP 2014)**

Information provided about the use of condoms as part of projects or activities that are funded under this contract shall be medically accurate and shall include the public health benefits and failure rates of such use and shall be consistent with USAID's fact sheet entitled "USAID HIV/STI Prevention and Condoms". This fact sheet may be accessed at: <http://www.usaid.gov/sites/default/files/documents/1864/CondomSTIIssueBrief.pdf>.

The contractor agrees to incorporate the substance of this clause in all subcontracts under this contract for HIV/AIDS activities.

### **H.31. INSURANCE AND SERVICES**

- a) Pursuant to AIDAR 752.228-3 Worker's Compensation Insurance (Defense Base Act) (DEC 1991) and AAPD 17-01 Defense Base Act (DBA) (JAN 2017); USAID's DBA insurance carrier is:

AON Risk Insurance Services West, Inc. 2033 N. Main St., Suite 760  
 Walnut Creek, CA 94596-3722  
 Hours: 8:30 A.M. to 5:00 PM, Pacific Time Primary Contact: Fred Robinson  
 Phone: (925) 951-1856  
 Fax: (925) 951-1890  
 Email: Fred.Robinson@aon.com

Contractors must submit a copy of DBA coverage for which contract performance is to occur outside of the U.S. This document is to be provided prior to start of performance overseas.

b) Rates: There are three different rates depending on the nature of the services to be provided. If a contract contains more than one of the services listed, the premium will be distributed proportionally.

Contract Year	Period of Performance	Services	Construction	Security
Base Period	12/1/15 – 11/30/17	\$2.00	\$4.50	\$7.50
Option 1	12/1/17 – 11/30/18	\$2.00	\$4.50	\$7.50/\$10.00/ \$12.50 (see Notes)
Option 2	12/1/18 – 11/30/19	\$2.00	\$4.50	\$7.50/\$10.00/ \$12.50 (see Notes)
Option 3	12/1/19 – 11/30/20	\$2.00	\$4.50	\$7.50/\$10.00/ \$12.50 (see Notes)

**Notes:**

For Option Period, the percentage of USAID security payroll would be measured as of the last day of the preceding period (i.e. the base period or the immediately preceding option period), which is referred to as the "measurement date".

1) If at the measurement date, the percentage of USAID security payroll remains between 0- 10.0% of total payroll, the security rate in the next option period will be \$7.50/\$100 employee remuneration.

2) If at the measurement date, the percentage of USAID security payroll is above 10.0% to 25.0% of total payroll, the security rate in the next option period will be \$10.00/\$100 employee remuneration.

3) If at the measurement date, the percentage of USAID security payroll exceeds 25.0% of total payroll,

the security rate in the next option period will be \$12.50/\$100 employee remuneration.

4) The term "wages" means the money rate at which the service rendered by an employee is compensated by an employer under the contract of hiring in force at the time of the injury, including the reasonable value of any advantage which is received from the employer and included for purposes of any withholding of tax under subtitle C of the Internal Revenue Code of 1954 [26 USC §§ 3101 et seq.] (relating to employee taxes). The term wages does not include fringe benefits, including (but not limited to) employer payments for or contribution to a retirement, pension, health and welfare, life insurance, training, social security or other employee or dependent benefit plan for the employee's or dependent's benefit, or any other employee's dependent entitlement. Maximum rate of compensation shall not exceed 200 per centum of the applicable 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>.

5) The new rate structure aligns DBA rates to the likelihood that specific types of contracts will incur different frequency of DBA payouts and of differing dollar amounts. Those having greater risk pay greater premiums. Those with anticipated lower risk pay lesser premiums. The concept is to associate specific costs to a contract predicated upon the potential DBA risks under the same contract. The risk is predicated on the nature and inherent danger of certain categories of contracts (and performance under those awards).

6) For contracts that include Aviation, ground crews shall be categorized as Construction, and flight crew shall be categorized as Security.

Upon the Option Year being exercised, the Contractor must confirm in writing, the security payroll percentage as of the measurement date of the preceding period of performance to the CO.

c) Notice of Exclusion of Medical Evacuation Coverage  
Pursuant to AIDAR 752.228-70, medical evacuation insurance is a separate insurance requirement for

overseas performance of USAID contracts; the Defense Base Act insurance does not provide coverage for medical evacuation.

d) Waivers for Third Country and Local Nationals

The list of countries with active DBA waivers is available at <http://www.dol.gov/owcp/dlhwc/dbawaivers/dbawaivers.htm>. In accordance with ADS 302, Missions may obtain a country-based waiver by sending a request to M/OAA Evaluation Division at [dbawaiverrequests@usaid.gov](mailto:dbawaiverrequests@usaid.gov).

**I.3. FAR 52.204-1 APPROVAL OF CONTRACT (DEC 1989) (NOT APPLICABLE)**

**I.4. FAR 52.229-8 TAXES-FOREIGN COST-REIMBURSEMENT CONTRACTS (MAR 1990) (RESERVED)**

**I.5. AIDAR 752.7101 VOLUNTARY POPULATION PLANNING ACTIVITIES (JUN 2008)**

(a) Requirements for Voluntary Sterilization Program. None of the funds made available under this contract shall be used to pay for the performance of involuntary sterilization as a method of family planning or to coerce or provide any financial incentive to any individual to practice sterilization.

(b) Prohibition on Abortion-Related Activities.

(1) No funds made available under this contract will be used to finance, support, or be attributed to the following activities: (i) procurement or distribution of equipment intended to be used for the purpose of inducing abortions as a method of family planning; (ii) special fees or incentives to any person to coerce or motivate them to have abortions; (iii) payments to persons to perform abortions or to solicit persons to undergo abortions; (iv) information, education, training, or communication programs that seek to promote abortion as a method of family planning; and (v) lobbying for or against abortion. The term "motivate", as it relates to family planning assistance, shall not be construed to prohibit the provision, consistent with local law, of information or counseling about all pregnancy options.

(2) No funds made available under this contract will be used to pay for any biomedical research which relates, in whole or in part, to methods of, or the performance of, abortions or involuntary sterilizations as a means of family planning. Epidemiologic or descriptive research to assess the incidence, extent or consequences of abortions is not precluded.

(c) The Contractor shall insert this provision in all subcontracts.

(d) *Voluntary Participation and Family Planning Methods.*

(1) The Contractor agrees to take any steps necessary to ensure that funds made available under this contract will not be used to coerce any individual to practice

methods of family planning inconsistent with such individual's moral, philosophical, or religious beliefs. Further, the Contractor agrees to conduct its activities in a manner which safeguards the rights, health and welfare of all individuals who take part in the program.

(2) Activities which provide family planning services or information to individuals, financed in whole or in part under this contract, shall provide a broad range of family planning methods and services available in the country in which the activity is conducted or shall provide information to such individuals regarding where such methods and services may be obtained.

(e) *Requirements for Voluntary Family Planning Projects.*

(1) A family planning project must comply with the requirements of this paragraph.

(2) A project is a discrete activity through which a governmental or nongovernmental organization or public international organization provides family planning services to people and for which funds obligated under this contract, or goods or services financed with such funds, are provided under this contract, except funds solely for the participation of personnel in short-term, widely attended training conferences or programs.

(3) Service providers and referral agents in the project shall not implement or be subject to quotas or other numerical targets of total number of births, number of family planning acceptors, or acceptors of a particular method of family planning. Quantitative estimates or indicators of the number of births, acceptors, and acceptors of a particular method that are used for the purpose of budgeting, planning, or reporting with respect to the project are not quotas or targets under this paragraph, unless service providers or referral agents in the project are required to achieve the estimates or indicators.

(4) The project shall not include the payment of incentives, bribes, gratuities or financial rewards to (i) any individual in exchange for becoming a family planning acceptor or (ii) any personnel performing functions under the project for achieving a numerical quota or target of total number of births, number of family planning acceptors, or acceptors of a particular method of contraception. This restriction applies to salaries or payments paid or made to personnel performing functions under the project if the amount of the salary or payment increases or decreases based on a predetermined number of births, number of family planning acceptors, or number of acceptors of a particular method of contraception that the personnel affect or achieve.

(5) No person shall be denied any right or benefit, including the right of access to participate in any program of general welfare or health care, based on the person's decision not to accept family planning services offered by the project.

(6) The project shall provide family planning acceptors comprehensible information about the health benefits and risks of the method chosen, including those conditions that might render the use of the method inadvisable and those adverse side effects known to be consequent to the use of the method. This requirement may be satisfied by providing information in accordance with the medical practices and standards and health conditions in the country where the project is conducted through counseling, brochures, posters, or package inserts.

(7) The project shall ensure that experimental contraceptive drugs and devices and medical procedures are

provided only in the context of a scientific study in which participants are advised of potential risks and benefits.

(8) With respect to projects for which USAID provides, or finances the contribution of, contraceptive commodities or technical services and for which there is no sub-contract or grant under this contract, the organization implementing a project for which such assistance is provided shall agree that the project will comply with the requirements of this paragraph while using such commodities or receiving such services.

(9) (i) The Contractor shall notify USAID when it learns about an alleged violation in a project of the requirements of subparagraphs (3), (4), (5) or (7) of this paragraph; and (ii) the Contractor shall investigate and take appropriate corrective action, if necessary, when it learns about an alleged violation in a project of subparagraph (6) of this paragraph and shall notify USAID about violations in a project affecting a number of people over a period of time that indicate there is a systemic problem in the project.

(iii) The Contractor shall provide USAID such additional information about violations as USAID may request.

(f) *Additional Requirements for Voluntary Sterilization Programs.*

(1) The Contractor shall ensure that any surgical sterilization procedures supported in whole or in part by funds from this contract are performed only after the individual has voluntarily appeared at the treatment

facility and has given informed consent to the sterilization procedure. Informed consent means the voluntary, knowing assent from the individual after being advised of the surgical procedures to be followed, the attendant discomforts and risks, the benefits to be expected, the availability of alternative methods of family planning, the purpose of the operation and its irreversibility, and the option to withdraw consent any time prior to the operation. An individual's consent is considered voluntary if it is based upon the exercise of free choice and is not obtained by any special inducement or any element of force, fraud, deceit, duress, or other forms of coercion or misrepresentation.

(2) Further, the Contractor shall document the patient's informed consent by (i) a written consent document in a language the patient understands and speaks, which explains the basic elements of informed consent, as set out above, and which is signed by the individual and by the attending physician or by the authorized assistant of the attending physician; or

(ii) when a patient is unable to read adequately a written certification by the attending physician or by the authorized assistant of the attending physician that the basic elements of informed consent above were orally presented to the patient, and that the patient thereafter consented to the performance of the operation. The receipt of this oral explanation shall be acknowledged by the patient's mark on the certification and by the signature or mark of a witness who shall speak the same language as the patient.

(3) The Contractor must retain copies of informed consent forms and certification documents for each voluntary sterilization procedure for a period of three years after performance of the sterilization procedure.

(f) The Contractor shall insert this Alternate I in all subcontracts involving family planning activities.

**I.6. AIDAR 752.7025 APPROVALS (APR 1984) (NOT APPLICABLE)**

**I.7. FAR 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999) (NOT APPLICABLE)**

**I.8. AIDAR 752.7036 USAID IMPLEMENTING PARTNER NOTICES (IPN) PORTAL FOR ACQUISITION (JUL 2014) (NOT APPLICABLE)**

**3. Provisions Incorporated by Reference.**

The following provisions of the Client Contract are incorporated by reference with the same force and effect as if set forth in full text. The FAR provisions can be found in full text at <http://www.acquisition.gov>.

<b>NUMBER</b>	<b>TITLE</b>	<b>DATE</b>
52.202-1	DEFINITIONS	(NOV
52.203-3	GRATUITIES	(APR
52.203-5	COVENANT AGAINST CONTINGENT FEES	(MAY
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	(SEP
52.203-7	ANTI-KICKBACK PROCEDURES	(MAY
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	(MAY
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR ACTIVITY	(MAY
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	(OCT
52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT	(OCT
52.203-14	DISPLAY OF HOTLINE POSTER(S)	(OCT
52.203-16	PREVENTING PERSONAL CONFLICT OF INTEREST	(DEC
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER REQUIREMENT TO INFORM EMPLOYEES OF RIGHTS	(APR
52.203-19	PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS	(JAN
52.204-1	APPROVAL OF CONTRACT	(DEC
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON FIBER CONTENT PAPER	(MAY
52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-SUBCONTRACT AWARDS.	(OCT
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE	(OCT
52.204-14	SERVICE CONTRACT REPORTING REQUIREMENTS	(OCT
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN	



	SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	(OCT
52.209-9	UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS	(JUL
52.209-10	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS	(NOV
52.210-1	MARKET RESEARCH	(APR
52.215-2	AUDIT AND RECORDS - NEGOTIATIONS	(OCT
52.215-8	ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT	(OCT
52.215-23	LIMITATIONS ON PASS-THROUGH CHARGES	(OCT
52.216-8	FIXED FEE	(JUN
52.222-	PROHIBITION OF SEGREGATED FACILITIES	(APR
52.222-	EQUAL OPPORTUNITY	(SEP
52.222-	NOTIFICATION OF VISA DENIAL	(APR
52.222-	EQUAL OPPORTUNITY FOR VETERANS	(OCT
52.222-	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	(JUL
52.222-	EMPLOYMENT REPORTS ON VETERANS	(FEB
52.222-	COMBATING TRAFFICKING IN PERSONS	(MAR
52.222-	EMPLOYMENT ELIGIBILITY VERIFICATION	(OCT
52.223-6	DRUG-FREE WORKPLACE.	(MAY
52.223-	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING	(AUG
52.225-	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	(JUN
52.227-	RIGHTS IN DATA--GENERAL	(MAY
52.227-	RIGHTS TO PROPOSAL DATA (TECHNICAL)	(JUN
52.228-3	WORKERS' COMPENSATION INSURANCE (DEFENSE BASE ACT)	(JUL
52.228-7	INSURANCE - LIABILITY TO THIRD PERSONS	(MAR
52.232-	PROMPT PAYMENT	(JAN
	ALT I	(FEB
52.232-	PAYMENT BY ELECTRONIC FUNDS TRANSFER - SYSTEM FOR AWARD MANAGEMENT	(JUL
52.232-	UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS	(JUN
52.232-	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	(DEC
52.237-8	RESTRICTION ON SEVERANCE PAYMENT TO FOREIGN NATIONALS	(AUG
52.242-	STOP-WORK ORDER	(AUG
52.243-7	NOTIFICATION OF CHANGES	(JAN
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	(JAN
52.245-1	GOVERNMENT PROPERTY	(JAN
52.245-9	USE AND CHARGES	(APR
52.246-25	LIMITATION OF LIABILITY - SERVICES	(FEB
52.247-63	PREFERENCE FOR U.S.-FLAG AIR CARRIERS	(JUN
52.247-64	PREFERENCE FOR PRIVATELY OWNED U.S. - FLAG COMMERCIAL VESSELS	(FEB
52.248-1	VALUE ENGINEERING	(OCT
52.253-1	COMPUTER GENERATED FORMS	(JAN

## 752.252-2 AIDAR CLAUSES INCORPORATED BY REFERENCE (MAR 2015)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of all AIDAR contract provisions and contract clauses are available at the following site:

<http://auslnxapvweb01.usaid.gov/ADS/300/aidar.pdf>.

752.202-1	DEFINITIONS	(JAN
752.202-	USAID DEFINITIONS CLAUSE – GENERAL SUPPLEMENT USE IN ALL USAID CONTRACTS (ALTERNATE 70)	(JAN
752.202-	USAID DEFINITIONS CLAUSE—SUPPLEMENT FOR CONTRACTS INVOLVING PERFORMANCE OVERSEAS – (ALTERNATE 72)	(JUN
752.204-2	SECURITY REQUIREMENTS	(FEB
752.204-	ACCESS TO USAID FACILITIES AND USAID’S INFORMATION SYSTEM	(AUG
52.209-71	ORGANIZATIONAL CONFLICTS OF INTEREST AFTER AWARD	(JUN
752.211-	LANGUAGE AND MEASUREMENT	(JUN
752.227-	RIGHTS TO DATA – GENERAL	(OCT
752.228-3	WORKER’S COMPENSATION INSURANCE (DEFENSE BASE ACT)	(DEC
752.228-7	INSURANCE-LIABILITY TO THIRD PERSONS	(JUL
752.229-	FEDERAL, STATE AND LOCAL TAXES	
752.231-	SALARY SUPPLEMENTS FOR HG EMPLOYEES	(MAR
752.231-	CONFERENCE PLANNING AND REQUIRED APPROVALS	(AUG
752.245-	GOVERNMENT PROPERTY-USAID REPORTING REQUIREMENTS	(JUL
752.245-	TITLE TO AND CARE OF PROPERTY	(APR
752.7001	BIOGRAPHICAL DATA	(JUL
752.7002	TRAVEL AND TRANSPORTATION	(JAN
752.7005	SUBMISSION REQUIREMENTS FOR DEVELOPMENT EXPERIENCE DOCUMENTS	(SEPT
752.7006	NOTICES	(APR
752.7007	PERSONNEL COMPENSATION	(JUL
752.7008	USE OF GOVERNMENT FACILITIES OR PERSONNEL	(APR
752.7010	CONVERSION OF U.S. DOLLARS TO LOCAL CURRENCY	(APR
752.7011	ORIENTATION AND LANGUAGE TRAINING	(APR
752.7013	CONTRACTOR - MISSION RELATIONSHIPS	(OCT
752.7014	NOTICE OF CHANGES IN TRAVEL REGULATIONS	(JAN
752.7015	USE OF POUCH FACILITIES	(JUL
752.7018	HEALTH AND ACCIDENT COVERAGE FOR USAID PARTICIPANT TRAINEES	(JAN
752.7019	PARTICIPANT TRAINING	(JAN
752.7023	REQUIRED VISA FORM FOR USAID PARTICIPANTS	(APR
752.7028	DIFFERENTIALS AND ALLOWANCES	(JUL
752.7029	POST PRIVILEGES	(JUL

752.7031	LEAVE AND HOLIDAYS	(OCT
752.7033	PHYSICAL FITNESS	(JUL
752.7034	ACKNOWLEDGEMENT AND DISCLAIMER	(DEC
752.7035	PUBLIC NOTICES	(DEC
752.7037	CHILD SAFEGUARDING STANDARDS	(AUG
752.7038	NONDISCRIMINATION AGAINST END-USERS OF AND SERVICES	(OCT

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[End of Attachment No. 4]

**Annex 1:**

**Sample Proposal Cover Letter**

[Insert name of point of contact for RFP]  
[Insert designation of point of contact for RFP]  
[Insert project name]  
[Insert "Deloitte Consulting LLP" or if there is a locally registered entity, use that name]  
[Insert project office address]

Reference: Request for Proposals [Insert RFP name and number]

Subject: [Offeror: Insert name of your organization]’s technical and Cost/Price Proposals

Dear Mr./Mrs. [Insert name of point of contact for RFP]:

[Offeror: Insert name of your organization] is pleased to submit its proposal in regard to the above- referenced request for proposals. For this purpose, we are pleased to provide the information furnished below:

Name of Organization’s Representative \_\_\_\_\_  
Name of Offeror: \_\_\_\_\_  
Type of Organization: \_\_\_\_\_  
Taxpayer Identification Number \_\_\_\_\_  
Address: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
E-mail: \_\_\_\_\_

As required by Section 1.6 we confirm that our proposal, including the Cost/Price Proposal will remain valid for [insert number of days, usually 60 or 90] calendar days after the proposal deadline.

Sincerely yours,

\_\_\_\_\_  
Signature  
[Offeror: Insert name of your organization's representative]  
[Offeror: Insert name of your organization]

**Annex 2:**

**Sample Budget Template**

**High Level Budget**

<b>Milestone #</b>	<b>Deliverable</b>	<b>Due Date</b>	<b>Deliverable Milestone Price</b>
<b>1</b>	Ambulatory Care Module and Conformance Package	31 January 2020	\$TBP**
<b>2</b>	MIS Vendor Development Support	31 March 2020	\$TBP**
	<b>Firm Fixed Price</b>	<b>TOTAL</b>	\$TBP**
	<b>Final Withholding Payment (Firm Fixed Price x 10%)*</b>		<b>\$TBP**</b>

\* 10% of the value of Milestone #1 and Milestone #2 will be withheld for the final milestone payment, to be paid after completion of the three month warranty period

\*\* TBP = To Be Proposed by the Offeror

	<b>Deliverable</b>	<b>Due Date</b>	<b>Deliverable Milestone Price</b>
<b>Option 1</b>	Extension of Ambulatory Care Module and Conformance Package by up to 20% of Milestone 1	31 January 2020**	\$TBP***
	<b>Option 1 Final Withholding Payment (Option 1 x 10%)*</b>		<b>\$TBP***</b>

\* 10% of the value of Option 1 (if executed) will be withheld for the final milestone payment, to be paid after completion of the three month warranty period

\*\* Unless agreed to by all parties

\*\*\* TBP = To Be Proposed by the Offeror

**Detailed Budget**

**Milestone 1: Ambulatory Care Module and Conformance Package**

<b>Item #</b>	<b>Labor Categories</b>	<b>LOE in Days</b>	<b>Direct Labor Daily Rate</b>	<b>Overhead %</b>	<b>Fee %</b>	<b>Fully Burdened Daily Rate</b>	<b>Extended</b>
1	Position Title #1	##	\$\$	%%	%%	\$\$	\$\$

2	Position Title #2	##	\$\$	%%	%%	\$\$	\$\$
3	Position Title #3	##	\$\$	%%	%%	\$\$	\$\$
4	Position Title #4	##	\$\$	%%	%%	\$\$	\$\$
5	Position Title #5	##	\$\$	%%	%%	\$\$	\$\$
6	Position Title #6	##	\$\$	%%	%%	\$\$	\$\$
7	Position Title #7	##	\$\$	%%	%%	\$\$	\$\$
	<b>Labor Total</b>						\$\$
<b>Item #</b>	<b>Other Direct Costs</b>	<b>Units Cost</b>	<b>Quantity</b>				<b>Extended</b>
1	Item or Service #1	\$\$	##				\$\$
2	Item or Service #1	\$\$	##				\$\$
	<b>ODC Total</b>						\$\$
<b>Milestone 1 Total (Labor Total + ODC Total)*</b>							<b>\$\$</b>

**Milestone 2: MIS Vendor Development Support**

<b>Item #</b>	<b>Labor Categories</b>	<b>LOE in Days</b>	<b>Direct Labor Daily Rate</b>	<b>Overhead %</b>	<b>Fee %</b>	<b>Fully Burdened Daily Rate</b>	<b>Extended</b>
1	Position Title #1	##	\$\$	%%	%%	\$\$	\$\$
2	Position Title #2	##	\$\$	%%	%%	\$\$	\$\$
3	Position Title #3	##	\$\$	%%	%%	\$\$	\$\$
4	Position Title #4	##	\$\$	%%	%%	\$\$	\$\$
5	Position Title #5	##	\$\$	%%	%%	\$\$	\$\$
	<b>Labor Total</b>						\$\$
<b>Item #</b>	<b>Other Direct Costs</b>	<b>Units Cost</b>	<b>Quantity</b>				<b>Extended</b>
1	Item or Service #1	\$\$	##				\$\$
2	Item or Service #1	\$\$	##				\$\$
	<b>ODC Total</b>						\$\$
<b>Milestone 2 Total (Labor Total + OCD Total)*</b>							<b>\$\$</b>
<b>Total Firm Fixed Price (Milestone 1 Total + Milestone 2 Total)*</b>							<b>\$\$</b>

<b>Final Milestone Withholding Payment (Total Firm Fixed Price x 10%)*</b>							<b>\$\$</b>

\* 10% of the value of Milestone #1 and Milestone #2 will be withheld for the final milestone payment, to be paid after completion of the three month warranty period

**Option 1: Extension of Ambulatory Care Module and Conformance Package by 20% of Milestone 1**

<b>Option 1 Total (Up to 20% of the value of Milestone 1)*</b>							<b>\$\$</b>
<b>Final Option 1 Withholding Payment (Option 1 Total x 10%)*</b>							<b>\$\$</b>

\* 10% of the value of Option 1 if executed will be withheld for the final milestone payment, to be paid after completion of the three-month warranty period and acceptance criteria have been met.

## **Annex 3:**

### **Organizational Conflict of Interest**

If the Offeror/Contractor knows of no OCI in accepting work under this contract, it shall certify its OCI status and submit the certification at the end of this clause with its proposal and any later award, if awarded the contract. The Contractor shall also obtain a similar certification of OCI status from all subcontractors, teaming partners or consultants prior to tasking any such party under this contract. The Contractor shall appropriately modify and include this clause, including this paragraph, in all consulting agreements and subcontracts of any tier to preserve the rights of the Deloitte.

For breach of any of the above restrictions or for nondisclosure or misrepresentation of any relevant facts required to be disclosed concerning this contract, Deloitte may terminate this contract, disqualify the Offeror from subsequent related contractual efforts, and pursue any remedies as may be permitted by law or this contract.

Prior to a contract modification involving a change to the Statement of Work, or an increase in the level of effort or extension of the term of the contract, the Contractor shall submit any applicable organizational conflict of interest disclosure or an update of the previously submitted disclosure or representation.

The Offeror/Contractor should review the considerations below in determining whether or not a conflict of interest exists.

Does the Offeror or any intended subcontractors, teaming partners, proposed employees, or affiliates have Unequal Access to Information? Has the Offeror had access to any nonpublic information that may give the Offeror a competitive advantage in in this procurement? Specifically, has the Offeror had access to any of the following as relates to this procurement prior to the public release of this RFP:

- Budget(s), or Budget Information?
- Acquisition Sensitive Information related to the procurement process to include, but not limited to Acquisition Plans, Requirements, Statements of Work, or Evaluation Criteria?

Does the Offeror or any intended subcontractors, teaming partners, proposed employees, or affiliates have "impaired objectivity" because the Offeror's ability to render impartial judgments may be compromised because of its conflicting role(s) on this effort and other contracts?

Do "biased ground rules" exist? Most commonly, this would include a situation where the Offeror has written requirements or specifications or a statement of work for this effort, which could skew competition in favor of itself?



Is the Offeror aware of any other information relating to this proposed contract/order, which could reasonably be construed as creating an OCI?

Does the Offeror or any intended subcontractors, teaming partners, proposed employees, or affiliates have access to third party proprietary information including but not limited to third party Intellectual Property, financial data, or future plans?

The Offeror/Contractor hereby certifies to the best of its knowledge its OCI status below:

(Offeror: Choose one of the following two statements. Indicate which one applies by placing an X in the box to the left of the statement.)

- No real or perceived OCI, as defined in FAR 2.1 and discussed in FAR 9.5, will result from an award of the proposed work (there are no 'Yes' responses to the questions above).
- A real or apparent OCI may exist as a result of an award and therefore an appropriate OCI Mitigation Plan is attached (Offeror shall include an appropriate OCI Mitigation Plan, as required by this clause, with its quote to the Contracting Officer).

\_\_\_\_\_ (Signature)                      \_\_\_\_\_ (Date)

\_\_\_\_\_ (Printed Name)

\_\_\_\_\_ (Title)

**Annex 4:**

**Personal Conflict of Interest**

Please indicate in the table below if any of the Offeror’s directors/investors/staff have any close relatives at MoH and/or NHSU by completing the table below.

<b>Name of Offeror’s Director/Investor/Staff</b>	<b>Name and Position of Relative at MoH / NHSU</b>	<b>Relationship</b>

[END OF SOLICITATION]