



Request for Proposal (RFP) for Visual/Digital Service for Project Information Materials Costing

November 4, 2021

Purpose

Deloitte under the Ukraine Health Reform Support Program, USAID Contract No. 72012118C0001, is issuing a Request for Proposals for visual/digital for Project information materials service.

The USAID Health Reform Support (HRS) issues information material related to Projects' deliverables on a regular basis and seeks to identify and contract a local digital/visual design firm (hereinafter referred to as "Contractor"). The Contractor will be expected to produce visual/digital products. The Contractor must be located in Ukraine, be familiar with the Ukrainian healthcare system, and have experience in production above mentioned type of communication products and information materials.

This Scope of Work has two components: 1) costing of design and 2) measuring high quality of produced materials.

Support is required to produce high-quality information materials using up-to-date modern tendencies in visual design and fully aligned with USAID marking and branding policy guidelines and requirements.

Type of Contract

Contractor's Fixed Price.

Anticipated Contract Term

November 24, 2021– November 24, 2022

Timeline

1.	Closing Time:	15h00 Monday, November 15, 2021
2.	Contact Person:	Oksana Romaniuk, Communications Officer, USAID Health Reform Support
3.	Tender Validity Period:	360 days
4.	Number of Hard Copies of Tender:	Zero. Electronic copy only.
5.	Delivery Address:	oromaniuk@hrs.net.ua Any inquiries must be in writing and directed to dedicated email above no later than 7 days prior to the closing time.

SCOPE OF WORK AND STANDARDS

Objective

Through the digital/visual services we aim to produce high-quality range of digital and visual information materials which correspond to Project deliverables scope

SoW

- Consulting with the project team and determining visual design preferences and expectations.
- Designing original graphics with unique colors, shapes, and typography fonts
- Refining the output of paint and hand-draw applications by using visual design software.
- Enhancing digital images, including the application of contrasts and gradients.
- Submitting visual design concepts for brainstorming and approval in a timely manner.



- Providing the makeup of HRS information products (newsletters, graphics, guidelines, methodological recommendations) on monthly basis and upon request
- Fine tuning the photos upon necessity
- Meeting with the project team for feedback and editing designs, when required.
- Developing prototypes to uniformly integrate logos and brand images to other products
- Keeping track of advancements in visual design technologies and applications, as well as industry trends.
- Producing short video bites upon necessity
- Preparing web documents to printing

All final products must be provided in English and in Ukrainian

Minimum Criteria to be met:

- Contractor must have previous experience in visual/digital design
- Contractor must have necessary means (computer and relevant software and stocks) to perform
- USAID HRS will select based on the lowest price technically acceptable proposal and reserves the right to award under this solicitation without further negotiations. The offerors are encouraged to offer their best terms and prices with the original submission.

INSTRUCTIONS TO THE OFFERORS

The following items are required to be submitted as part of the proposal:

Cover page of the application should only include the title of this solicitation and the following:

- Submission date
- Company name
- Name of primary contact at a company
- Phone number for primary contact
- E-mail for primary contact

Main application should be limited to 6 pages and should cover the following:

- Proposed assignment completion
 - o Please prepare the template for the monthly USAID HRS Newsletter
 - o Prepare the example slides of the presentation
 - o Prepare the graphics visualizing the data on the last HRS report
 - o Prepare a cover for Methodological Guidelines
- Past projects exhibiting the firm's capacity to implement similar type and scale of data collection (no more than one page)
- Key staff proposed for the activity, including overall supervisor (no more than one page)

Annexes

- In addition to the 6-page main application, the firm should submit a proposed timeline in the form of a Gantt chart of this contract scope of work (one page maximum)
- Proposed budget with detailed unit costs for all activities, including labour
- Evidence of Contractor Responsibility: Overview of Financial Resources, Licensing, Bank Guarantees, Credit History etc
- Past Performance Information and Reference Information (Contact/Program Name etc)

Any contract/purchase order resulting from this solicitation must be signed by both parties in order to be considered valid and in force. All costs associated with, but not limited to, production, preparation and/or delivery of goods or services, including deliveries, accepted by Deloitte staff, without a fully executed (signed by both parties) contract/purchase order, are at the vendor's risk only. Deloitte shall not pay for any costs, without limitation, associated with production, preparation or delivery of goods and/or services under this or any other contract/purchase order, which has not been signed by both parties.



If your proposal is successful, you will be required to enter into the Company's standard contract for the types of goods or services being provided. In the provision of the Goods and Services, you will be required to comply with the Company's policies, including (without limitation) its Business Partner Code of Conduct and any relevant client terms and conditions. Potential suppliers must also comply with the Company's Business Partner Code of Conduct in the submission of any proposals pursuant to this RFP.

If you are bidding as part of a joint venture, partnership or similar, please make this clear in your submission. Likewise, if you propose to subcontract any part of the goods or services provision, then disclose this fact within your submission. The Company may require additional information from you and approval for subcontracting will not be automatic as subcontractors will be subject to Deloitte's Due Diligence process and may be required to submit for USAID Partner Vetting.

SPECIAL CONDITIONS

DATA PROTECTION

- 1.1. The Parties acknowledge that the factual activity carried out by each of them in relation to their obligations under this Agreement will determine the status of each Party under the Data Protection Legislation. A Party may act as a "Controller" or a "Processor" of certain Personal Data under this Agreement. It is anticipated that the roles each will play is as follows:
 - 1.1.1. The Company shall be the Controller of Personal Data in relation to:
 - 1.1.1.1. Company Personnel; or
 - 1.1.1.2. any other Personal Data relating to the Project or the Services which is not the Personal Data of Subcontractor Personnel.
 - 1.1.2. The Subcontractor shall be the Controller of Personal Data in relation to Subcontractor Personnel where such data is shared pursuant to this Agreement.
 - 1.1.3. Personal Data may only be processed by the Party other than the Controller where such processing is necessary for the performance of this Agreement.
- 1.2. Where a Party is Processing on behalf of the other Party who is the Controller:
 - 1.2.1. The Processor shall notify the Controller immediately if it considers that any of Controller's instructions infringe the Data Protection Legislation.
 - 1.2.2. The Processor shall provide all reasonable assistance to the Controller in the preparation of any Data Protection Impact Assessment, if reasonably determined necessary by the Controller because the processing involves novel or unusual activities that the Controller (acting reasonably) deems to be a material risk to the Controller, prior to commencing any processing. Such assistance may, at the discretion of the Controller, include:
 - 1.2.2.1. a systematic description of the envisaged processing operations and the purpose of the processing;
 - 1.2.2.2. an assessment of the necessity and proportionality of the processing operations in relation to the services.
 - 1.2.2.3. an assessment of the risks to the rights and freedoms of Data Subjects; and
 - 1.2.2.4. the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
 - 1.2.3. The Processor shall, in relation to any Personal Data processed in connection with its obligations under this Agreement:
 - 1.2.3.1. process that Personal Data as is only necessary in accordance with the Services or the Head Contract, unless the Processor is required to do otherwise by Legislative Requirements. If it is so required, the Processor shall promptly notify the Controller before processing the Personal Data unless prohibited by Legislative Requirements;
 - 1.2.3.2. ensure that it has in place Protective Measures, which are appropriate to protect against a Data Loss Event, which the Controller may reasonably reject (but failure to reject shall not amount to approval by the Controller of the adequacy of the Protective Measures) having taken account of the:
 - 1.2.3.2.1. nature of the data to be protected;
 - 1.2.3.2.2. harm that might result from a Data Loss Event;
 - 1.2.3.2.3. state of technological development; and
 - 1.2.3.2.4. cost of implementing any measures;
 - 1.2.3.3. ensure that:
 - 1.2.3.3.1. the Processor Personnel do not process Personal Data except in accordance with this Agreement;

- 1.2.3.3.2. it takes all reasonable steps to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensure that they:
 - 1.2.3.3.2.1. are aware of and comply with the Processor's duties under this clause;
 - 1.2.3.3.2.2. are subject to appropriate confidentiality undertakings with the Processor or any Sub-processor;
 - 1.2.3.3.2.3. are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third Party unless directed in writing to do so by the Controller or as otherwise permitted by this Agreement; and
 - 1.2.3.3.2.4. have undergone adequate training in the use, care, protection and handling of Personal Data; and
- 1.2.3.4. not transfer Personal Data outside of the UK or EU unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:
 - 1.2.3.4.1. the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by the Controller;
 - 1.2.3.4.2. the Data Subject has enforceable rights and effective legal remedies;
 - 1.2.3.4.3. the Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Controller in meeting its obligations); and
 - 1.2.3.4.4. the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the processing of the Personal Data;
- 1.2.3.5. For the avoidance of doubt, the Controller is deemed to have consented to the transfer of Personal Data to the Recipient Country for the purposes of receiving or providing the Services or any matter related to this Agreement, subject to compliance with 17.2.3.4.1 to 17.2.3.4.4.
- 1.2.3.6. At the written direction of the Controller, delete or return Personal Data (and any copies of it) to the Controller on termination of the Agreement unless the Processor is required by Legislative Requirements to retain the Personal Data.
- 1.2.4. The Processor shall notify the Controller without due delay and in any event within 48 hours if it:
 - 1.2.4.1. receives a Data Subject Access Request (or purported Data Subject Access Request);
 - 1.2.4.2. receives a request to rectify, block or erase any Personal Data;
 - 1.2.4.3. receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
 - 1.2.4.4. receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Agreement;
 - 1.2.4.5. receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
 - 1.2.4.6. becomes aware of a Data Loss Event.
- 1.2.5. Taking into account the nature of the processing, the Processor shall provide the Controller with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under clause 14.2.4 (and insofar as possible within the timescales reasonably required by the Controller) including by promptly providing:
 - 1.2.5.1. the Controller with full details and copies of the complaint, communication or request;
 - 1.2.5.2. such assistance as is reasonably requested by the Controller to enable the Controller to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;
 - 1.2.5.3. the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;
 - 1.2.5.4. assistance as requested by the Controller following any Data Loss Event;
 - 1.2.5.5. assistance as requested by the Controller with respect to any request from the Information Commissioner's Office, or any consultation by the Controller with the Information Commissioner's Office.
- 1.2.6. The Processor shall maintain complete and accurate records and information to demonstrate its compliance with this clause. This requirement does not apply where the Processor employs fewer than 250 staff, unless:
 - 1.2.6.1. the Controller determines that the processing is not occasional;

- 1.2.6.2. the Controller determines the processing includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; and
- 1.2.6.3. the Controller determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.
- 1.2.7. Before allowing any Sub-processor to process any Personal Data related to this Agreement, the Processor must:
 - 1.2.7.1. notify the Controller in writing of the intended Sub-processor and processing;
 - 1.2.7.2. obtain the written consent of the Controller;
 - 1.2.7.3. enter into a written agreement with the Sub-processor which give effect to the terms set out in this clause 14.2 such that they apply to the Sub-processor; and
 - 1.2.7.4. provide the Controller with such information regarding the Sub-processor as the Controller may reasonably require.
- 1.2.8. The Processor shall remain fully liable for all acts or omissions of any Sub-processor.