



# Request for Quotation (RFQ)

**RFQ Number:** RFQ-23-1020-001-001-01

**Issuance Date:** February 17, 2023

**Description:** Through this solicitation, EnCompass seeks a firm to provide Third-Party Monitoring (TPM) services in Ukraine under the United States Agency for International Development (USAID)/Ukraine Monitoring and Learning Support Contract (UMLS) per the statement of work, organized by USAID activity seeking TPM.

**Deadline for Quotations:** 5:00 pm Kyiv time, March 3, 2023

**Project/Contract No.:** 72012120C00001

**Funded By:** USAID/Ukraine

**Implemented By:** EnCompass, LLC

**Point of Contact:** Anna Vlasenko (umls-tender@encompassworld.com)

## Section 1: Introduction

### Background

The USAID/UMLS/Contract No. 72012120C00001 is a USAID activity implemented by EnCompass LLC. EnCompass was awarded the 5-year contract in 2020 and exists to holistically assist the USAID regional mission for Ukraine and Belarus (USAID/Ukraine) in addressing its overall monitoring and collaborating, learning, and adapting (CLA) needs during the implementation of its 2019–2024 Country Development Cooperation Strategy (CDCS) and beyond.

Through this solicitation, EnCompass seeks a firm to provide TPM data collection and analysis services in Ukraine under UMLS per the statement of work, organized by USAID activity seeking TPM. In order to perform this work, EnCompass requires TPM services for two activities: Energy Security Project (ESP) and Safe, Affordable, and Effective Medicines for Ukrainians (SAFEMed).

The purpose of this RFQ is to solicit quotations from eligible suppliers for TPM services. See SOW in section 4 for specific details.

## Section 2: Instructions to Offerors

1. Offerors are responsible for ensuring that their offers are received by EnCompass in accordance with the instructions, terms, and conditions described in this RFQ. Failure to adhere with instructions described in this RFQ may lead to disqualification of an offer from consideration.
2. Offer Deadline: Offers must be received no later than 5:00 pm local Kyiv, Ukraine. time on March 3, 2023 by email. Emailed offers must be emailed to [umls-tender@encompassworld.com](mailto:umls-tender@encompassworld.com). Offers received after this time and date will be considered late and will be considered only at the discretion of EnCompass.
3. Please reference the RFQ number in any response to this RFQ.
4. Questions regarding the technical or administrative requirements of this RFQ may be submitted no later than 5:00 pm local Kyiv, Ukraine time on February 22, 2023 by email to [umls-tender@encompassworld.com](mailto:umls-tender@encompassworld.com). Questions and requests for clarifications and their responses will be posted as an addendum to this RFQ.
5. Only the written answers issued by EnCompass will be considered official and carry weight in the RFQ process and subsequent evaluation. Any verbal information received from employees of EnCompass or any other entity should not be considered as an official response to any questions regarding this RFQ.
6. Quotations: The total price range should be of ₪ 2,742,645 - ₪ 3,656,860 UAH. The per-unit pricing in quotations in response to this RFQ must be priced on a fixed price, all-inclusive basis, including delivery and all other costs (fringe, overhead, general & administrative, etc.). Pricing must be presented in Ukrainian hryvnia, in an Excel file with unlocked calculations. Bidders may include a fee up to 5%.
7. Offers must remain valid for not less than thirty (30) calendar days after the offer deadline. Prices quoted must remain fixed for a minimum of 12 months.
8. Offerors are requested to provide quotations on official letterhead in English or quotation format in English.
9. In addition, offerors responding to this RFQ are requested to submit the following:
  - A copy of their official registration or business license.
  - A copy of their identification card.
10. Source/Nationality/Manufacture: All goods and services offered in response to this RFQ or supplied under any resulting award must meet USAID Geographic Code 937 in accordance with the United States Code of Federal Regulations (CFR), 22 CFR §228. Offerors may not offer or supply any commodities or services that are manufactured or assembled in, shipped from, transported through, or otherwise involving any of the following countries: Cuba, Iran, North Korea, Syria.

11. Taxes and Value-Added tax (VAT): The agreement under which this procurement is financed does not permit the financing of any taxes, VAT, tariffs, duties, or other levies imposed by any laws in effect in the Cooperating Country. No such Cooperating Country taxes, charges, tariffs, duties or levies will be paid under any order resulting from this RFQ.
12. Eligibility: By submitting an offer in response to this RFQ, the offeror certifies that it and its principal officers are not debarred, suspended, or otherwise considered ineligible for an award by the U.S. Government. EnCompass will not award a contract to any firm that is debarred, suspended, or considered to be ineligible by the U.S. Government.
13. Proposal Instructions:

**Organizational Capability (3 pages)** – Please include information on the capability of your organization in providing the TPM services requested. This should include but is not limited to, relevant past performance information and experience, and details on geographic presence: summarize your organization’s ability to work throughout Ukraine successfully (excluding occupied territories), including registration and permissions available, offices, employees or network of staff, and any geographic access considerations or restrictions. Please ensure the capability statement documents organizational capability to complete TPM for both ESP and SAFEMed.

**Management Approach (4-5 pages)** – Please share a TPM implementation plan that clearly details the proposed TPM team (roles, responsibilities), and how the team will manage and complete the preparation, monitoring, and data analysis and reporting phases for both ESP and SAFEMed (described in the SOW). Please include anticipated challenges and mitigation strategies for the types of TPM activities described in the SOW. Please also discuss security and data management/security in your approach.

**Annex with CVs (8 pages):** The Offeror will provide 4 Curriculum Vitae (CV) of no more than two pages each. CVs are required for the following roles: TPM Team Lead, Data Management Specialist, Field Coordinator, and one Field Monitor.

Please note that material in excess of these page limits will be excluded from consideration.

**Price (Excel and 1 page cost narrative):** The total price range should be € 2,742,645 - € 3,656,860 for preparation work and 6 months of TPM site visits. The per-unit pricing in quotations in response to this RFQ must be priced on a fixed price, all-inclusive basis, including delivery and all other costs (labor, hardware, travel, fringe, overhead, general & administrative, fee, etc.). Pricing must be presented in Ukrainian hryvnia, in an Excel file with unlocked calculations. To accompany this itemized budget, please provide an accompanying narrative in a Microsoft Word document explaining your pricing assumptions for the cost items included in your offer related to travel, ODC costs and any other pertinent information related to the submitted methodology.

14. Evaluation and Award: The award will be made to a responsible offeror whose offer follows the RFQ instructions, meets the eligibility requirements, and is determined via a trade-off analysis to

be the best value based on application of the following evaluation criteria. The relative importance of each individual criterion is indicated by the number of points below:

- Organizational Capability – 40 points: Relevance of experience / past performance and geographic presence.
- Management Approach – 60 points: The qualifications of the proposed monitoring team and the approach the bidder develops to manage phases of work per month per USAID activity.
- Price –Offeror’s quotations will be analyzed for reasonableness, to determine if the proposed price is reasonable for the work to be performed. Offeror’s quotation will also be analyzed for cost realism, to determine the completeness of the price quote and if the proposed price is realistic for the services specified in this RFQ.

Please note that if there are significant deficiencies regarding responsiveness to the requirements of this RFQ, an offer may be deemed “non-responsive” and thereby disqualified from consideration. EnCompass reserves the right to waive immaterial deficiencies at its discretion.

Best-offer quotations are requested. It is anticipated that award will be made solely on the basis of these original quotations. However, EnCompass reserves the right to conduct any of the following:

- EnCompass may conduct negotiations with and/or request clarifications from any offeror prior to award.
- While preference will be given to offerors who can address the full technical requirements of this RFQ, EnCompass may issue a partial award or split the award among various suppliers.
- EnCompass may cancel this RFQ at any time.
- EnCompass may reject any and all offers, if such action is considered to be in the best interest of EnCompass.

Please note that in submitting a response to this RFQ, the offeror understands that USAID is not a party to this solicitation and the offeror agrees that any protest hereunder must be presented—in writing with full explanations—to EnCompass for consideration, as USAID will not consider protests regarding procurements carried out by implementing partners.

EnCompass, at its sole discretion, will make a final decision on the protest for this procurement.

15. Terms and Conditions: This is a Request for Quotations only. Issuance of this RFQ does not in any way obligate EnCompass or USAID to make an award or pay for costs incurred by potential offerors in the preparation and submission of an offer.

This solicitation is subject to EnCompass’ standard terms and conditions. Any resultant award will be governed by these terms and conditions, the proposed terms and conditions can be found in Attachments A and B of this RFQ. The terms and conditions are subject to change and those negotiated in the final Purchase Order will apply.

## Section 3: Offer Checklist

To assist offerors in preparation of quotations, the following checklist summarizes the documentation to include an offer in response to this RFQ:

- Cover letter, signed by an authorized representative of the offeror which includes Date of Offer, Validity of Offer, Signature of an Authorized individual.
- Organizational Capability (3 pages)
- Management Approach (4-5 pages)
- Annex with CVs for Monitoring Team (8 pages)
- Official quotation in Excel
- Cost narrative in Word
- Copy of offeror's identification card
- Copy of offeror's registration or business license
- Subcontractor/Vendor Questionnaire

## Section 4: Specifications and Technical Requirements (SOW)

This section contains the technical requirements of the requested services that may be ordered in response to this RFQ. The specifications listed below are anticipated and illustrative. EnCompass may alter as sampling is finalized and collaboration with USAID continues.

The anticipated contract type is: Fixed Price

In this document, 'UMLS' refers to the EnCompass team that will be overseeing the selected vendor, and 'vendor' refers to the offeror for this RFQ.

### *Part I. Third-Party Monitoring Overview*

TPM is the practice of contracting third parties to collect and verify monitoring data and/or to monitor activities of implementing partners (IPs) that are inaccessible to their own staff for various reasons. The term 'non-permissive environment' is used for an environment characterized by uncertainty, instability, inaccessibility and/or insecurity, and in which USAID's ability to safely and effectively operate and/or carry out required processes are constrained. In non-permissive environments, Missions rely on TPM systems to help supplement monitoring data and/or verify IP reports.

**Definition:** *For Non-Permissive Environments, USAID describes third-party monitoring (TPM) as follows: TPM is the systematic and intentional collection of performance monitoring and/or contextual data by a partner that is not USAID, or an implementing partner directly involved in the work.*

**Main objectives of TPM:**

- Verifying Implementing Partner (IP) reports regarding inputs and/or outputs;
- Collecting beneficiary feedback;
- Analysis and triangulation of data;
- Tracking broader political, social, and economic context; and,
- Responding to special requests (e.g. assessment of conflict).

USAID has ordered TPM services through the UMLS contract. UMLS will provide the vendor training, oversight, and monitoring tools co-developed by USAID and UMLS to complete TPM. TPM progresses in a cyclical fashion, consisting of: i) site selection; ii) data collection; iii) data cleaning and analysis; iv) document review (if needed); and v) reporting. Lessons learned from this process inform the next cycle. Parts II and II below describe the two USAID Activities that USAID has ordered TPM for.

*Part II. Energy Security Project (ESP)*

**BACKGROUND AND TPM PURPOSE**

Tetra Tech (TT) is the implementing partner for the ESP. While the ESP has a broad scope, TPM will focus on verifying that equipment and materials procured under ESP have been delivered and are serving an appropriate use.

In July 2018, the Energy Security Project (ESP) was awarded to TT. ESP was intended to help the Government of Ukraine (GOU) provide affordable, reliable, resilient, and secure energy to its citizens; assist the GOU to integrate into European energy markets by helping key government agencies and the energy regulator to meet EU “energy acquis” requirements, including the Third Energy Package; improve energy security by establishing competitive energy markets in electricity, natural gas, and district heating sectors; and increase energy supplies in Ukraine by facilitating private sector-led energy investments in and increasing production of renewable energy sources.

Russia’s invasion of Ukraine in February 2022 caused enormous damage to Ukraine’s energy infrastructure. Suppliers struggle to provide electricity and heat to homes, hospitals, businesses, and schools, and energy utilities face growing demand to repair and restore transmission and distribution networks caused by frequent, ongoing attacks. In response to this emergency, USAID extended ESP’s period of performance through June 2025, and increased its budget.

ESP has since pivoted to helping Ukraine persevere in the face of Russian aggression. Under the terms of a joint memorandum of understanding (MOU) with the Ministry of Energy, ESP is now providing procurement services to the Ukraine Energy Support Fund. In this role, ESP seeks to efficiently and transparently procure the critical equipment – including generators, boilers, excavators, drones, and other materials – that Ukraine’s energy utilities, suppliers, and technicians need to continue providing power and heat throughout the country.



TPM for ESP aims to verify the delivery of generators, excavators, and drones supplied by ESP from June 2022 through early 2023, and assess the status, condition, and use of those items.<sup>1</sup> The primary audiences for TPM are the USAID/Ukraine Contracting Officer's Representative (COR) for ESP, other USAID/Ukraine technical staff supporting<sup>th2e</sup> procurement and delivery of assistance in Ukraine, and UMLS COR and Alternate Contract Officer's Representative (ACOR). A critical secondary audience for TPM is ESP / TT staff, as this information can support ongoing implementation and rapid response to issues. Additional secondary audiences include other Mission staff such as other CORs and Agreement Officer's Representatives (AOR)s, technical teams, Office of Acquisition and Assistance staff, other programmatic staff, as well as the GoU.

## APPROACH FOR ESP TPM

### Preparation Phase

After the vendor has completed training and orientation with UMLS, UMLS will manage the sampling frame and random (and where necessary, convenience) sampling of **four sites per month** (priority given to sites with more than one piece of equipment). UMLS will then share sites selected with ESP and the TPM vendor for planning and implementation. UMLS will not sample from nor will the TPM vendor be asked to go to occupied territories.

The TPM team (and primarily the TPM vendor, via the Team Lead) will communicate directly with recipients of sampled sites. Given heightened security concerns and potential security protocols practiced by recipients, the TPM vendor may require introductions to come from TT and/or USAID, as appropriate. Monitors will be the main members of the TPM team who will interact in person with the recipients. Prior to conducting a TPM visit, the TPM vendor will review materials provided by TT/ESP, reach out to the recipient to validate basic details provided in the handover documentation (e.g. name of recipient/organization, name of Point of Contact (POC), type and location of equipment, disposition documentation, intended use, and other details as appropriate), and schedule a date/time for the TPM visit.

In summary, the preparatory phase functions to be conducted by the vendor include:

- Complete training and on-boarding with UMLS
- Review ESP data and documents, and draft and complete work plan
- Complete pre-site visit coordination steps (including obtaining necessary permissions, security and safety planning, etc)

### Monitoring Phase

TPM of ESP will include **in-person, structured site observation(s)**, conducted by field monitors with Points of Contact/recipients of equipment (identified by the IP). The site visit will be guided by a questionnaire. The questionnaire includes open-ended and closed-ended questions, and also requires photographic documentation of sampled equipment and the surrounding context. TPM monitors will verify and observe the condition, status, use, and sustainability of selected equipment. Interactions will not be recorded (audio or video). Questionnaires and other components of the data collection process are developed and will be made available to the selected bidder, but it is anticipated that one site visit would take **1-2 hours to conduct** and involve 2 field monitors.

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<sup>1</sup> Key commodities including salt and methanol may also be a focus of this TPM activity in the future.

The TPM vendor will initially conduct **four site visits each month**, with the understanding that the monthly number of site visits will depend on the budget, time, security, and other factors, some of which are unpredictable.

Data quality is critical to ensuring that TPM captures reliable, accurate, and objective information. The TPM vendor will use the following approaches to ensure data quality and verify that TPM data are accurate:

- **Structured and programmed questionnaire:** The use of structured guides to formalize observations will help minimize speculative assessment and frame any subjective opinion to ensure monitors capture reliable and accurate information. The TPM vendor must use encrypted, password-protected laptops, tablets, and/or mobile devices for data collection. The devices must be capable of geo-tagging.
- **Photographic evidence:** To further support this evidence, monitors will take site photographs. The TPM vendor must provide equipment to take photographs (via tablets used for questionnaires or other equipment). This supplementary photographic information will be useful for verifying and supporting information captured through the questionnaire (e.g., posting of USAID branding or relevant safety and compliance requirements), as well as serve as a reference for site characteristics mentioned during the application of the questionnaire tool.
- **Triangulation with existing data and documentation:** To understand how TPM data align and diverge from existing ESP monitoring data, the TPM vendor will conduct comparative checks. This will only be possible in cases where internal monitoring data and documentation is provided to the TPM team.
- **Data quality checks:** UMLS and the vendor will run regular data-quality analysis scripts to verify consistency, format, range, skip trends, and reasonable digit checks on all quantitative data. Similarly, thematic analysis of open text data may be automated and run to identify word use and which questions are skipped to assess patterns that might suggest quality issues or fraud.
- **Spot checks:** Call-backs and revisits may be used by UMLS to verify data from sites. Call-backs entail contacting recipients/POCs that supported monitors in completing questionnaires to confirm basic details and select questions that field monitors reported. In cases where issues are identified, the UMLS will request the TPM contractor revisit. The TPM vendor should plan for at least one in-person revisit per quarter, and one call back per quarter.

In summary, the monitoring phase functions to be conducted by the vendor include:

- Conduct in-person questionnaires (2 field monitors per visit; completed in one workday at an estimated 1-2 hours per visit)
- Collect photographic evidence (5-10 photographs per site) and conduct observations
- Follow all site visit policies, procedures, protocols, and security/safety guidance
- Maintain communication with the UMLS TPM POC regarding activities and locations of all monitors who are traveling to sites, including any issues and challenges identified

### **Analysis and Reporting Phase**

UMLS will provide the vendor with a template that the TPM team will use for site-visit reports. After data is collected from the site visits, the TPM vendor is responsible for organizing, cleaning, and



analyzing the data. The site-visit reports are expected to be brief (e.g., 2-3 pages plus annexes that include photos and copies of supporting documents) and focused on summarizing key results and issues, as well as relevant narrative context for the activity and the TPM team's observations. Site-visit reports will combine findings from the questionnaire and document review/verification.

The TPM team will share site reports with ESP for their review, and await timely feedback from ESP so that the TPM team can ensure any misunderstandings (e.g., site-specific details) are addressed. This will also provide an opportunity for the TPM team to explain any potential discrepancies between the information collected during site visits and documentation provided by ESP.

The UMLS TPM POC will submit reports to USAID/Ukraine on an ongoing basis, approximately ten working days after completing a site visit. This timeline will allow the TPM team adequate time to incorporate ESP's input before submitting the report to USAID.

In summary, the analysis and reporting phase functions to be conducted by the vendor include:

- Clean, organize, and aggregate site visit data
- Conduct data analysis (produce relevant charts and tables that address responses to questionnaire questions, aligned to the TPM site visit report template)
- Write site visit reports (1 per site visit, in standard reporting format, English language)
- Transfer data and completed checklists/forms to UMLS

### *Part III. Safe, Affordable, and Effective Medicines for Ukrainians (SAFEMed) Activity*

#### **BACKGROUND AND TPM PURPOSE**

In September 2017, Safe, Affordable, and Effective Medicines for Ukrainians (SAFEMed) contract was awarded to Management Sciences for Health (MSH). SAFEMed works to apply health system-strengthening best practices to create evidence-based interventions and strengthen Ukraine's pharmaceutical system in line with the Ministry of Health's (MOH) health care reform objectives. Russia's invasion of Ukraine on February 24, 2022, created major obstacles to continued health service provision due to destroyed or critically damaged infrastructure, active bombing of cities and roads, massive citizen migration within the country and abroad, dramatically increased number of citizens requiring medical aid, and limited access to the key storage areas and transport services of the pharmaceutical goods required to provide such aid. At the same time, an outpouring of support for Ukraine from countries and individuals around the world resulted in substantial volumes of medicines and medical supplies being donated to the Government of Ukraine in the form of humanitarian aid.

In response, SAFEMed worked with a core team set up by the MOH to develop a framework for how the humanitarian aid management system would function, including but not limited to upgrading MedData as needed, establishing and contracting a strategic network of warehouses, and providing on the ground daily support for the efficient coordination of their operations, simultaneous communication and support to the regions to assess their needs, timely and effective logistics to ensure smooth and transparent delivery of medicine, medical equipment, and other medical commodities to regions as well as the hospitals and patients respectively.

The TPM activity aims to monitor and verify the humanitarian aid (medicine, medical equipment, and other medical commodities)<sup>2</sup> supplied to medical units after it arrives in the national/transitional warehouses, focusing on last-mile delivery.

TPM aims to:

- Verify the quantity of humanitarian aid that is received at select transitional/national warehouses and transferred to the regional warehouse
- Monitor and assess the operations at select national/transitional warehouses, including storing, handling, packaging and labeling of humanitarian aid, and procedures for documentation and quality control
- Verify the quantity of humanitarian aid that is transferred to and arrives at select regional warehouses against MedData documentation
- Monitor and assess the operations at the select regional warehouses, including storing, handling, packaging and labeling of humanitarian aid, and procedures for documentation and quality control
- Monitor the distribution of humanitarian aid from the select regional warehouses to medical units, including quantity and whether the aid was distributed according to the identified needs as documented in MedData
- Verify humanitarian aid received by medical units from select regional warehouses against MedData documentation
- Document the level of satisfaction of recipient medical units with the aid received from the regional warehouses as part of humanitarian aid supply chain, especially whether the aid received responds to their needs and/or original requests in the system

The primary audiences for TPM reports are the USAID/Ukraine COR for the SAFEMed activity, other USAID/Ukraine technical staff supporting the delivery of humanitarian assistance in Ukraine, the USAID/ Ukraine COR for UMLS, MSH/SAFEMed staff, and Ukraine Ministry of Health. Secondary audiences include other Mission staff such as other CORs and AORs, technical teams, Office of Acquisition and Assistance staff, and programmatic staff, as well as the GoU.

## **APPROACH FOR ESP TPM**

### **Preparation Phase**

Once monitors have completed the UMLS led onboarding and training, they will be prepared to collect data accurately, comprehensively, and safely at sampled sites, process data to ensure integrity, and prepare informative reports. Refresher training sessions will be provided as required. UMLS will manage the sampling frame and sampling of sites. UMLS will share sites selected with the TPM

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<sup>2</sup> Humanitarian aids include pharmaceutical goods required to ensure treatment for existing patients as well as the drugs, medical devices, and equipment to ensure timely and effective care required by war victims among civilians. SAFEMed worked jointly with the MOH to develop a nomenclature inclusive of goods from the National Essential Medicine List and products used in emergency settings. This list was shared widely with international and local partners to guide the decision making around medicines and medical device donations. Sources of donations are diverse and generous – from country governments in Europe and north America to philanthropic entities and pharmaceutical and other private companies to individuals around the world.

vendor for planning and implementation. UMLS will not sample from nor will the TPM vendor be asked to go to occupied territories.

The TPM vendor will conduct approximately **6-8 site visits per month** (during months 2-6; first month will require only **2 site visits**) to sampled national/transitional, regional warehouses and recipient medical units. When planning monitoring visits to the regional warehouses and the medical units, the UMLS TPM POC will seek MOH approval due to the security issues in terms of the martial law conditions.

The TPM team (and primarily the TPM vendor, via the Team Lead) will communicate directly with SAFEMed and sampled sites. Given heightened security concerns and potential security protocols practiced by recipients, the TPM vendor may require introductions to come from SAFEMed and/or USAID, as appropriate. Monitors will be the main members of the TPM team who will interact in person with respondents. Prior to conducting a TPM visit, the TPM vendor will review materials provided by SAFEMed, reach out to the sites to validate basic details provided in the handover documentation, and schedule a date/time for the TPM visit.

In summary, the preparatory phase functions to be conducted by the vendor include:

- Complete training and on-boarding with UMLS
- Review SAFEMed data and documents, and draft and complete work plan
- Complete pre-site visit coordination steps (including obtaining necessary permissions, security and safety planning, etc)

### **Monitoring Phase**

TPM of the medical supply chain will primarily rely on two data collection methods: (i) structured observations at national and regional warehouses, including site photos when allowed; and (ii) in-depth semi-structured interviews with regional warehouse and recipient medical units and relevant stakeholders. Questionnaires and other components of the data collection process are developed and will be made available to the selected bidder, but it is anticipated that one site visit would take **2-4 hours to conduct** and involve **2 field monitors**.

Additional details about data to be collected at each site are included below:

- ***Structured observations at the transitional/national and regional warehouses***

Structured observations involve the direct and timely examination of operations in the warehouses. The observations are "structured" in that the TPM vendor will use a checklist to assess the operation and what they observe rather than their general intuition about what they see. However, the observation protocol also includes space for broader observations relevant to the TPM effort. The TPM vendor's field monitors will take photos, as appropriate/allowed, and request a review of relevant site records and documents. These documents will include order/receipt information of humanitarian aid and documentation related to onward distribution of the aid to the medical units.

- ***Semi-Structured Interviews with transitional/national warehouse, regional warehouse, and recipient medical unit staff and SAFEMed staff***

Semi-structured interviews with transitional/national warehouse, regional warehouse, and medical unit staff will allow the TPM vendor to capture information about issues not visibly apparent at a given site. Interviews with SAFEMed staff will reveal the management and coordination processes. All interviews will include note-taking, by tablet, to capture key statements and themes. They will follow a discussion guide that captures closed-ended questions and allows for open-ended conversations with individuals at each site. The interviews will capture broader contextual issues, such as implementation and engagement between site staff and potential beneficiaries.

During each site visit, field monitors will aim to interview two individuals at the national/transitional warehouse, two at the regional warehouse, and one to two staff members at each medical unit. The TPM monitors will follow ethical interviewing practices, including receiving consent from all respondents, finding a safe place for interviews, and will use a trauma-informed approach in light of the ongoing war in Ukraine.

Unit	Data Collection Methods	Monthly Site Sample	Sampling Strategy	Number of Visits and Interviews during 6 Months
National WHs	2 KIIs with the manager and supervisor of the WH  Structured observation	Month 1: 2 WH  Month 2-6: 1 WH in total	WH: Purposeful based on criteria (state/private, temperature regime, Kyiv/Lviv) and SAFEMed/ MOH recommendations  Informants: Convenience and purposeful	WH: 3  Informants: 6
Regional WHs	2 KIIs with the manager and supervisor of the WH  Structured observation	Month 1: no regional WHs visited  Month 2-6: 4 across 2 oblasts per month (2 from each oblast)	WH: Purposeful based on significant flow of HA aid (e.g. tracer commodities) and other criteria including MOH recommendations  Informants: Convenience and purposeful	WH: 20 regional WH across 7-8 oblasts  Informants: 40
Medical Units (MU)	2 KIIs with personnel able to answer questions about the use of medical supplies sent from the regional WH as part of the humanitarian aid supply chain  Structured observation	Month 1: no MU visited  Month 2-6: 8-12 MUs across 2 oblasts [2 to 3 MUs per regional WH (i.e. 4 to 6 MUs per oblast)]	MU: Based on Regional WHs sampling (criteria including volume of aid, etc) and MoH recommendations  Informants: Convenience	MU: 40-60 MUs across 7-8 oblasts  Informants: 80-120

Data quality ensures that TPM captures reliable, accurate, and objective information. The TPM team will use the following approaches to ensure data quality and verify that TPM data are accurate:

- **Structured Data Collection Guides:** Using structured guides to formalize observations and interviews will help minimize speculative assessment and frame any subjective opinion to ensure monitors capture reliable and accurate information.
- **Photographic evidence:** To further support data collection/interpretation, monitors will take site photos when possible/as appropriate. This supplementary photographic information will be useful for verifying and supporting information captured through observation forms and as a reference for site characteristics mentioned during interviews.
- **Triangulation with existing data and documentation:** The TPM team will conduct comparative checks with MedData and data kept by regional warehouses and medical units (if available) to understand how TPM data align and diverge from the documentation. This will only be possible in cases where documentation is provided to the TPM team.
- **Data quality checks:** UMLS and the vendor will run regular data-quality analysis scripts to verify consistency, format, range, skip trends, and reasonable digit checks on all quantitative data. Similarly, thematic analysis of open text data may be automated and run to identify word use and which questions are skipped to assess patterns that might suggest quality issues or fraud.
- **Spot checks:** Call-backs and revisits may be used by UMLS to verify data from sites. Call-backs entail contacting recipients/POCs that supported monitors in completing questionnaires to confirm basic details and select questions that field monitors reported. In cases where issues are identified, the UMLS will request the TPM contractor revisit. The TPM vendor should plan for at least one in-person revisit per quarter, and one call back per quarter.

In summary, the monitoring phase functions to be conducted by the vendor include:

- Conduct in-person observations and interviews (based on the site)
- Collect photographic evidence (5-10 photographs per site)
- Follow all site visit policies, procedures, protocols, and security/safety guidance
- Maintain communication with the UMLS TPM POC regarding activities and locations of all monitors who are traveling to sites, including any issues and challenges identified

### **Analysis and Reporting Phase**

UMLS will provide the vendor a template the TPM team will use for site visit reports. After data is collected from the site visits, the TPM vendor is responsible for organizing, cleaning, and analyzing the data. The site visit reports are expected to be brief (e.g., 2-3 pages plus annexes that include photos and copies of supporting documents) and focused on summarizing key results and issues, as well as relevant narrative context for the activity and the TPM team's observations. Site visit reports will combine findings from the observations, interviews, and document review/verification.

The TPM team will share site reports with SAFEMed for their review and await timely feedback from SAFEMed so that the TPM team can ensure any misunderstandings (e.g., site-specific details) are addressed. This will also provide an opportunity for the TPM team to explain any potential discrepancies between the information collected during site visits and documentation provided by SAFEMed.

The UMLS TPM POC will submit reports to USAID/Ukraine on an ongoing basis, approximately ten working days after completing a site visit.

In summary, the analysis and reporting phase functions to be conducted by the vendor include:

- Clean, organize, and aggregate site visit data
- Conduct data analysis (produce relevant charts and tables that address responses to observation and interview questions, aligned to the TPM site visit report template)
- Write site visit reports (1 per site visit, in standard reporting format, English language)
- Transfer data and completed checklists/forms to UMLS

#### *Part IV. Team and Other Requirements*

##### **TPM TEAM**

The selected vendor will directly collaborate with the UMLS TPM Point of Contact. The vendor will need a staffing plan that allows for completion of site visits, management of TPM data, and reporting. Expertise within the team below will need to include logistics (Logistician/Logistics Specialist/Supply Chain Specialist). This vendor team will most likely be made up of the following:

- The **Field Team Lead** is responsible for overall TPM management (planning, implementation, and reporting). The Field Team Lead will maintain regular contact with the UMLS TPM POC, ensure all protocols are followed, and troubleshoot any issues that may arise.
- The **Field Coordinator** is responsible for monitoring mobilization and overall data quality control, including planning monitor training, piloting, data entry, data cleaning, and schedules. The Field Coordinator will oversee monitors while deployed and implement daily check-ins with monitors.
- The **Data Management Specialist** is responsible for all aspects of mobile data collection, entry, quality review, and translation. This includes programming data collection tools and ensuring that monitors are set up to be able to utilize the platform correctly and have unique access codes. The Specialist will also ensure all equipment is ready for use by monitors, and that monitors have all backup equipment and batteries/power banks, as needed. As data are returned in real time, the Specialist will serve as a first-line quality reviewer, performing nightly checks on all data for accuracy, strengths, and signs of falsification.
- **ESP Monitors:** Monitors will be identified based on-site selection (influenced by geography and specialization required). Monitors will be recruited by the TPM vendor, approved by UMLS, and trained/managed by the TPM vendor. Monitors will conduct site visits and adhere to data collection protocols.

##### **SECURITY PLANNING**

The TPM vendor will complete a security and risk assessment and data management plan (including a Personally Identifying Information protection plan) in preparation for each site visit. These documents will address security protocols required for the specific site location that was sampled. The vendor will be required to provide PPE for all monitors and recipients that the monitors interact with during site visits. The below will be accounted for in the documents prior to each site visit (noting the list is not exhaustive):

- Security and Risk Assessment, including determination of proper/safe routes and other protocols required; tracking field monitor movement; field monitor profile/visibility (e.g. moving in company marked vehicles or private vehicles like a taxi); accountability protocols for emergency situations (e.g. phone tree, departure/arrival confirmation, etc.); COVID protocols and procedures.



- Data Management Plan, including ability to wipe devices remotely, if needed; steps required to ensure the information below under ‘Digital and Communications Management’ are adhered to during the site visit.

**DIGITAL & COMMUNICATIONS MANAGEMENT**

All TPM activities will prioritize the protection of participant and partner data. The TPM vendor must adhere to the following:

- The TPM vendor will use only encrypted, password-protected laptops, tablets, and/or mobile devices, and will capture, store, and analyze TPM data on a secure, encrypted file server (see below for more detailed information).
- The TPM vendor must transfer data to EnCompass at regular intervals.
- The TPM vendor will develop a system to anonymize data.
- TPM team members, in line with standard EnCompass protocols, will be required to regularly (at least every two weeks) re-verify their credentials.
- Field monitors will use only TPM vendor-provided equipment to record data or take photographs; equipment will be programmed to capture detail/metadata such as timestamp, GIS location data, and device information, as feasible and appropriate.

All calls and meetings associated with this TPM process will take place on password-protected, encrypted Zoom (or equivalent) calls. Site visit monitors will complete site visit questionnaires on password-protected tablets, and data will automatically upload to the encrypted file server as soon as a data connection is available. No data will be maintained on local drives.

**Software and Equipment Details**

All vendor personnel performing under this purchase order must use equipment that complies with Agency IT cybersecurity requirements as well as current Federal regulations and guidance found in the Federal Information Security Management Act (FISMA), Privacy Act of 1974, E-Government Act of 2002, Section 208, National Institute of Standards and Technology (NIST), Federal Information processing Standard (FIPS) and the 800-Series Special Publications (SP), Office of Management and Budget (OMB) memorandums, and other relevant Federal laws and regulations that are applicable to USAID.

The vendor will be responsible for procuring software and hardware (e.g., tablets for data collection) that will be used in the performance of this statement of work. Tablets that the vendor provides for its monitors must meet minimum hardware requirements as outlined below.

<b>Security/MDM</b>	Knox capable
<b>Android Version (OS)</b>	Android 9.0 (Pie), Android 11 preferred
<b>Screen</b>	8.0 inches or greater
<b>GPS</b>	with at least 3 of the following: A-GPS, GLONASS, GALILEO, BDS
<b>Network Support</b>	GSM / HSPA / LTE
<b>Camera</b>	8 MP main Camera, 2 MP Selfie Camera
<b>Storage</b>	32GB minimum, 64GB preferred
<b>RAM</b>	3GB, 4GB preferred

<b>Processor (CPU)</b>	Quad-core 2.0 GHz Cortex-A53 / Octa-core preferred.
<b>WLAN</b>	Wi-Fi 802.11 a/b/g/n, dual-band, Wi-Fi Direct, hotspot

All hardware must be protected with a dust-, water-, and shock-resistant case. All hardware must be managed by a mobile device management solution with the following minimum capabilities:

- Enforce lock screen passcode
- Enforced encrypted SSD
- Remote data wipe in the event of loss or theft

### *Part V. DELIVERABLES AND ESTIMATED TIMELINE*

<b>Deliverable</b>	<b>Documentation</b>	<b>Due Date</b>	<b>% of Total Payment</b>
UMLS + vendor training, onboarding, and piloting	Training attendance list and completion status per trainee	30 days post award	20%
Month 1 site visits (ESP = 4; SAFEMed = 2)	Site visit reports; site visit data; security risk assessment	10 working days after completion of visit	10%
Month 2 site visits (ESP = 4; SAFEMed = 6-8)	Site visit reports; site visit data; security risk assessment	10 working days after completion of visit	10%
Month 3 site visits (ESP = 4; SAFEMed = 6-8)	Site visit reports; site visit data; security risk assessment	10 working days after completion of visit	20%
Month 4 site visits (ESP = 4; SAFEMed = 6-8)	Site visit reports; site visit data; security risk assessment	10 working days after completion of visit	10%
Month 5 site visits (ESP = 4; SAFEMed = 6-8)	Site visit reports; site visit data; security risk assessment	10 working days after completion of visit	10%
Month 6 site visits (ESP = 4; SAFEMed = 6-8)	Site visit reports; site visit data; security risk assessment	10 working days after completion of visit	20%

### **Section 5: Offer Cover Letter**

The following cover letter must be placed on letterhead and completed/signed/stamped by a representative authorized to sign on behalf of the offeror:

To: USAID/Ukraine Monitoring and Learning Support (UMLS) / Contract No. 720012120C00001

Anna Vlasenko, Operations Manager USAID/Ukraine Monitoring and Learning Support Contract

Reference: RFQ No. RFQ-23-1020-001-001-01

To Whom It May Concern:

We, the undersigned, hereby provide the attached offer to perform all work required to complete the activities and requirements as described in the above-referenced RFQ. Please find our offer attached. We hereby acknowledge and agree to all terms, conditions, special provisions, and instructions included in the above-referenced RFQ. We further certify that the below-named firm—as well as the firm’s principal officers and all commodities and services offered in response to this RFQ—are eligible to participate in this procurement under the terms of this solicitation and under USAID regulations.

Furthermore, we hereby certify that, to the best of our knowledge and belief:

- We have no close, familial, or financial relationships with any EnCompass and/or project staff members;
- We have no close, familial, or financial relationships with any other offerors submitting proposals in response to the above-referenced RFQ; and,
- The prices in our offer have been arrived at independently, without any consultation, communication, or agreement with any other offeror or competitor for the purpose of restricting competition.

\*Offerors who cannot certify the above statements will still have their offers considered but may be asked for additional details.

All information in our proposal and all supporting documentation is authentic and accurate.

We understand and agree to EnCompass’ prohibitions against fraud, bribery, and kickbacks.

We hereby certify that the enclosed representations, certifications, and other statements are accurate, current, and complete.

Authorized Signature:

Name and Title of Signatory:

Date:

Company Name:

Company Address:

Company Telephone and Website:

Company Registration or Taxpayer ID Number:

Company Unique Entity ID (UEI) Number:

Does the company have an active bank account (Yes/No)?

## ATTACHMENT A—TERMS AND CONDITIONS

In accepting this Purchase Order agreement, the Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this type of transaction by any Federal department or agency. Any change in the debarred or suspended status of the Supplier during the life of this Purchase Order must be reported immediately to EnCompass. Vendor will include the Debarment and Suspension certification into any lower-tier subcontract agreements that they may enter into as a part of this Purchase Order.

### **Status**

The Vendor certifies that he/she is an independent vendor and has no right to participate in any EnCompass employee benefit plan offered. No privity between the Consultant and the EnCompass Client, including the Federal Government, is established by this Contract.

### **Confidentiality**

Vendor agrees to indemnify EnCompass LLC against any claims by third parties arising from conduct under this agreement. The Vendor agrees not to disclose information about EnCompass' business, including but not limited to proposals, contracts, financial information, personnel information or business planning, and shall take reasonable steps to protect such information, unless required to disclose by law.

### **Foreign Corrupt Practices Act.**

The Vendor acknowledges and understands that he/she must comply fully with the anti-bribery provisions of the U.S. Foreign Corrupt Practices Act (FCPA). Specifically, Vendor agrees that it shall be unlawful for the Vendor to make any kind of offer, payment, promise to pay, or authorization of the payment of any money, or offer, gift, promise to give, or authorization of the giving of anything of value to any foreign official or foreign political party

### **Combating Trafficking in Persons.**

EnCompass policy does not tolerate trafficking in persons, including any trafficking-related activities. Additional information regarding trafficking in persons may be found at the website for the U.S. Department of State's Office to Monitor and Combat Trafficking in Persons at <http://www.state.gov/j/tip/>.

### **Ethics and Business Conduct**

EnCompass and its employees adhere to high ethical standards and a code of conduct that includes the observance of all applicable U.S. and non U.S. laws and regulations. The Vendor is expected to adopt and comply with these same standards.

### **Anti-Kickback (for work under Federal Contracts)**

As required by the Anti-Kickback Act of 1986 and as referenced in FAR 52.203-7, the Vendor warrants that it has not offered or given, or will offer or give, any gratuities for the purpose of securing this agreement or favorable treatment under this agreement.

### **Export Control.**

The Vendor agrees to comply with all U.S. Export Control Laws and Regulations, including the requirement to obtain any export license or agreement, if applicable, Anti-Boycott laws, and the Department of Treasury Office of Foreign Assets Control (OFAC) regulations. The Vendor also agrees that he/she will not transfer any export controlled item, data, or services, to include transfer to foreign persons employed by or associated with the Vendor, without the authority of an export license, agreement, or applicable exemption or exception. The Vendor shall be responsible for all losses, costs, claims, causes of action, damages, liabilities and expense, including attorney's fees, all expense of litigation and/or settlement, and court costs, arising from any act or omission of by the Vendor in the performance of any of its obligations under this Article.

### **Limitation on Liability.**

In no event shall EnCompass be liable to the Vendor in the aggregate for any claim, damage, injury or loss of any nature arising out of or related to this agreement in excess of the maximum amount which the Vendor was agreed to be paid for the specified deliverables or services, giving rise to the claim, damage, injury or loss, or for any incidental, consequential, special, punitive or indirect damages.

### **Indemnity**

The Vendor shall be responsible for all losses, costs, claims, causes of action, damages, liabilities and expense, including attorney's fees, all expense of litigation and/or settlement, and court costs, arising from any act or omission of the Vendor in performance of any of its obligations for this assignment.

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### **Disputes**

Any dispute arising under this agreement shall be settled by mutual agreement of the parties. If the parties cannot resolve the dispute amongst themselves within a reasonable time, the parties may, by mutual agreement, settle such dispute by arbitration in accordance with the Rules of the American Arbitration Association in Maryland, and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction.

### **Governing Law**

This agreement shall be construed and interpreted in accordance with the laws of Maryland and shall be binding upon EnCompass and the Vendor hereto in the United States and worldwide.

### **Taxes**

The Vendor is liable for all taxes applicable to the proceeds received as a result of providing services or deliverables under this agreement, and EnCompass LLC will not withhold nor pay any amounts for federal, state or municipal income tax, social security, unemployment or workman's compensation unless required by law. EnCompass will annually file with the Internal Revenue Service, or any other tax agency, whether domestic or not, any applicable tax forms reflecting the gross annual payments made by EnCompass to the Vendor.

### **Representations and Certifications**

As set forth below, Vendor shall provide current, accurate and complete representations and certifications. It shall be the Vendor's responsibility to complete the Representations and Certifications provided by EnCompass, measured from the date the Representations and Certifications were initially made, and also to ensure the continued accuracy of Vendor's Representations and Certifications. In the event the status of any item which the Vendor represented or certified changes prior to renewal, the Vendor shall promptly notify EnCompass, within 10 business days after the change in status.

### **Termination of subcontract**

This agreement shall remain in effect from the date hereof and shall terminate upon the earliest of the following:

- a. For Cause: This agreement may be terminated for cause at any time, in whole or in part, by EnCompass upon written notice. If the Vendor fails to comply with agreement requirements, then the Vendor will be given 30 days to remedy the non-compliance before termination is considered.
- b. For Convenience: This agreement may be terminated for convenience by written notice, in whole or in part, by EnCompass or if termination is directed by the EnCompass client. If this agreement is terminated, the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated, will be provided in the notice.
- c. Termination Procedures: Upon receipt of, and in accordance with, a termination notice, as specified in either paragraph above, Vendor will take immediate action to stop work and minimize all expenditures and obligations financed by this agreement. The Vendor agrees to cancel unliquidated obligations whenever possible. EnCompass agrees to reimburse Vendor for work completed up to the date of termination on behalf of EnCompass.

### **No Partnership**

Nothing in this Agreement shall be construed as establishing or implying any partnership or joint venture relationship between the Parties, and nothing in this Agreement shall be deemed to create an agency relationship between the Parties or authorize a Party to commit or bind the other Party in any way whatsoever.

### **Entire Agreement**

This Agreement constitutes the entire agreement between the Parties hereto concerning the subject matter hereof and supersedes any prior or contemporaneous agreements and understandings concerning the subject matter hereof.

### **Ownership**

All reports, presentations and other work products related hereto produced by the Vendor under this subcontract will be considered data, subject to the provisions of FAR 52.227-14, "Rights in Data – General." EnCompass shall have the irrevocable, fully paid up right to use, release to others, reproduce, distribute and publish such data. The Vendor agrees not to include any data which would be deemed Limited Rights Data to be used under this Subcontract.

### **No Publication**

Neither Party shall disclose, publicize, or advertise in any manner the discussions or negotiations contemplated by the Agreement without the prior written consent of the other Party.

### **No Assignment**

Neither Party may assign or transfer or attempt to assign or transfer this Agreement to any person or entity without the prior written consent of the other Party.

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#### **Conflicts of Interest**

The Vendor warrants to its best knowledge and belief that there are no relevant facts or circumstances which could give rise to a conflict of interest or that such relevant information has been disclosed by the Vendor. If an actual or potential conflict of interest is discovered after the execution of this Agreement, the Vendor will make a full disclosure in writing to the EnCompass Contracts Representative. The Vendor will provide a description of activities it has taken or proposes to take, to avoid, mitigate, or neutralize the actual or potential conflict.

#### **Insurance**

Vendor certifies that it maintains the following insurance in at least the minimum amounts stated below. The Vendor shall require its lower tier subcontractors to maintain insurance at, or in excess of, the limits stated below:

- Workers' Compensation and employer's liability insurance for the jurisdiction where the work is to be performed.
- Comprehensive automobile and vehicle liability insurance covering claims for injuries to members of the public and/or damages to property of others arising from use of motor vehicles, including on-site and off-site operations, and owned, non-owned, or hired vehicles, with \$1,000,000 combined single limits.
- Commercial General Liability at \$1,000,000 combined single limit per occurrence (including products/completed operations and contractual liability coverage) covering claims for injuries to members of the public or damage to property of others arising out of any negligent act or omission by the Subcontractor or of any of its employees, agents, or lower-tier subcontractors.
- Professional Liability, if the Vendor is providing professional services, then the Vendor shall evidence coverage for damages caused by any acts, errors, or omissions arising out of the Vendor's performance of professional services with limits not less than \$1,000,000 per claim.

#### **Executive Order on Terrorism Financing**

U.S. Executive Orders and U.S. law prohibits transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of the Subcontractor to ensure compliance with these Executive Orders and laws. This provision must be included in all Prime Contractor approved lower tier subcontracts issued under this Agreement.

## **ATTACHMENT B**

### **52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2020)**

**Vendor certifies to the following restrictions:**



(a) Definitions. As used in this clause—

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

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

Covered telecommunications equipment or services means—

- (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
- (2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
- (3) Telecommunications or video surveillance services provided by such entities or using such equipment; or
- (4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means—

- (1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;
- (2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-
  - (i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or
  - (ii) For reasons relating to regional stability or surreptitious listening;
- (3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);
- (4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);
- (5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or
- (6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

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

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

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

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

(b) Prohibition. (1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) Exceptions. This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

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

(d) Reporting requirement. (1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause  
(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

(End of clause)

## 52.222-26 Equal Opportunity (Sept 2016)

### **Vendor certifies to the following restrictions:**

(a) Definition. As used in this clause.

Compensation means any payments made to, or on behalf of, an employee or offered to an applicant as remuneration for employment, including but not limited to salary, wages, overtime pay, shift differentials, bonuses, commissions, vacation and holiday pay, allowances, insurance and other benefits, stock options and awards, profit sharing, and retirement.

Compensation information means the amount and type of compensation provided to employees or offered to applicants, including, but not limited to, the desire of the Contractor to attract and retain a particular employee for the value the employee is perceived to add to the Contractor's profit or productivity; the availability of employees with like skills in the marketplace; market research about the worth of similar jobs in the relevant marketplace; job analysis, descriptions, and evaluations; salary and pay structures; salary surveys; labor union agreements; and Contractor decisions, statements and policies related to setting or altering employee compensation.

Essential job functions means the fundamental job duties of the employment position an individual holds. A job function may be considered essential if-

(1) The access to compensation information is necessary in order to perform that function or another routinely assigned business task; or

(2) The function or duties of the position include protecting and maintaining the privacy of employee personnel records, including compensation information.

Gender identity has the meaning given by the Department of Labor's Office of Federal Contract Compliance Programs, and is found at [http://www.dol.gov/ofccp/LGBT/LGBT\\_FAQs.html](http://www.dol.gov/ofccp/LGBT/LGBT_FAQs.html).

Sexual orientation has the meaning given by the Department of Labor's Office of Federal Contract Compliance Programs, and is found at [http://www.dol.gov/ofccp/LGBT/LGBT\\_FAQs.html](http://www.dol.gov/ofccp/LGBT/LGBT_FAQs.html).

United States, means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b) (1) If, during any 12-month period (including the 12 months preceding the award of this contract), the Contractor has been or is awarded nonexempt Federal contracts and/or subcontracts that have an aggregate value in excess of \$10,000, the Contractor shall comply with this clause, except for work performed outside the United States by employees who were not recruited within the United States. Upon request, the Contractor shall provide information necessary to determine the applicability of this clause.

(2) If the Contractor is a religious corporation, association, educational institution, or society, the requirements of this clause do not apply with respect to the employment of individuals of a particular religion to perform work connected with the carrying on of the Contractor's activities (41 CFR 60-1.5).

(c) (1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. However, it shall not be a violation of this clause for the Contractor to extend a publicly announced preference in employment to Indians living on or near an Indian reservation, in connection with employment opportunities on or near an Indian reservation, as permitted by 41 CFR 60-1.5.

(2) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. This shall include, but not be limited to-

- (i) Employment;
- (ii) Upgrading;
- (iii) Demotion;
- (iv) Transfer;
- (v) Recruitment or recruitment advertising;
- (vi) Layoff or termination;
- (vii) Rates of pay or other forms of compensation; and
- (viii) Selection for training, including apprenticeship.

(3) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.

(4) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(5) (i) The Contractor shall not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This prohibition against

discrimination does not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

(ii) The Contractor shall disseminate the prohibition on discrimination in paragraph (c)(5)(i) of this clause, using language prescribed by the Director of the Office of Federal Contract Compliance Programs (OFCCP), to employees and applicants by-

(A) Incorporation into existing employee manuals or handbooks; and

(B) Electronic posting or by posting a copy of the provision in conspicuous places available to employees and applicants for employment.

(6) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.

(7) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.

(8) The Contractor shall furnish to the contracting agency all information required by Executive Order 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor. The Contractor shall also file Standard Form 100 (EEO-1), or any successor form, as prescribed in 41 CFR Part 60-1. Unless the Contractor has filed within the 12 months preceding the date of contract award, the Contractor shall, within 30 days after contract award, apply to either the regional Office of Federal Contract Compliance Programs (OFCCP) or the local office of the Equal Employment Opportunity Commission for the necessary forms.

(9) The Contractor shall permit access to its premises, during normal business hours, by the contracting agency or the OFCCP for the purpose of conducting on-site compliance evaluations and complaint investigations. The Contractor shall permit the Government to inspect and copy any books, accounts, records (including computerized records), and other material that may be relevant to the matter under investigation and pertinent to compliance with Executive Order 11246, as amended, and rules and regulations that implement the Executive Order.

(10) If the OFCCP determines that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts, under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended; in the rules, regulations, and orders of the Secretary of Labor; or as otherwise provided by law.

(11) The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order that is not exempted by the rules, regulations, or orders of the Secretary of Labor issued under

Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor.

(12) The Contractor shall take such action with respect to any subcontract or purchase order as the Director of OFCCP may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance, provided, that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

(d) Notwithstanding any other clause in this contract, disputes relative to this clause will be governed by the procedures in 41 CFR 60-1.

(End of clause)