



USAID's Khyber Pakhtunkhwa Governance (KPG) Project

Request for Proposals (RFP)

No. (KPG-ISB-18-0008)

Perception Survey

Issue Date: (February 08, 2018)

WARNING: Prospective Offerors who have received this document from a source other than the KPG Office at B of 1-E (North) Ali Plaza, 1st Floor, Jinnah Avenue, Blue area Islamabad or in electronic format at KPGProcurement@dai.com should immediately contact KPG Islamabad office and provide their name and mailing address in order that amendments to the RFP or other communications can be sent directly to them. Any prospective Offeror who fails to register their interest assumes complete responsibility in the event that they do not receive communications prior to the closing date. Any amendments to this solicitation will be issued and posted to all the offerors on their mail address or electronically.

Table of Contents

1. Introduction and Purpose	3
1.1 Purpose.....	3
1.2 Type of Award Anticipated.....	3
2. General Instructions to Offerors	3
2.1 General Instructions	3
2.2 Proposal Cover Letter	3
2.3 Questions regarding the RFP	4
3. Instructions for the Preparation of Technical Proposals	4
3.1 Technical proposal	4
3.2 Services Specified.....	5
3.3 Technical Evaluation Criteria	5
4. Instructions for the Preparation of Cost/Price Proposals	6
4.1 Cost/Price Proposals	6
4.2 Financial Proposal Evaluation	6
5. Basis of Award.....	7
5.1 Best Value Determination.....	7
5.2 Responsibility Determination	7
6. Anticipated post-award Deliverables	8
7. Inspection & Acceptance.....	9
8. Compliance with Terms and Conditions	9
8.1 General Terms and Conditions	9
8.2 Source and Nationality.....	9
8.3 Data Universal Numbering System (DUNS).....	9
8.4 Mandatory Vetting.....	10
9. Procurement Ethics	10
10. Attachments.....	11
10.1 Attachment A: Scope of Work for Services: Perception Survey	11
10.2 Attachment B: Proposal Cover Letter.....	17
10.3 Attachment C: Milestone and Price Schedule.....	18
10.4 Attachment D: Past Performance Form	19
10.5 Attachment E: Staffing Plan	20
10.6 Attachment F: Representations and Certifications of Compliance	21
10.7 Attachment G: Proposal Checklist.....	22
Subcontract Clauses.....	23

Synopsis of the RFP

RFP No.	KPG-ISB-18-0008
Issue Date	February 08, 2018
Title	Perception Survey
Issuing Office & Email/Physical Address for Submission of Proposals	Attn: Procurement Department, Khyber Pakhtunkhwa Governance (KPG) Project, B of 1-E (North), Ali Plaza, 1st Floor, Jinnah Avenue, Blue Area, Islamabad – Pakistan. KPGProcurement@dai.com
Deadline for Receipt of Questions	Questions regarding the RFP should only be sent to KPGQueries@dai.com by 12:00 PM Pakistan Standard Time (PST) on February 09, 2018. Each Offeror is responsible for reading very carefully and understanding fully the terms and conditions of this RFP
Deadline for Receipt of Proposals	The proposals (Technical & Financial) are to be submitted by 05:00 PM Pakistan Standard Time (PST) on February 14, 2018 electronically on KPGProcurement@dai.com or in sealed envelope at B of 1-E (North) Ali Plaza, 1st Floor, Jinnah Avenue, Blue area Islamabad, Pakistan.
Point of Contact	KPGQueries@dai.com – Procurement Department
Anticipated Award Type	DAI anticipates issuing a Firm Fixed Price Purchase Order/Subcontract. Issuance of this RFP in no way obligates DAI to award a subcontract or purchase order and offerors will not be reimbursed for any costs associated with the preparation of their bid. Detailed terms and conditions covered in Subcontract agreement are provided as Annex-A at the end of this RFP. Offer must provide documentary evidence of the requirements in subcontract clauses provided in Annex-A at the time of signing the Subcontract.
Basis for Award	An award will be made based on the Trade Off Method. The award will be issued to the responsible and reasonable offeror who provides the best value to DAI and its client using a combination of technical and cost/price factors.

1. Introduction and Purpose

1.1 Purpose

DAI, the implementer of “USAID’s Khyber Pakhtunkhwa Governance Project” invites qualified offerors to submit technical and financial proposal regarding “Perception Survey” in support of program implementation.

The Issuing Office and Contact Person noted in the above synopsis are the sole points of contact at DAI for the purposes of this RFP. Any prospective offeror who fails to register their interest with this office assumes complete responsibility in the event that they do not receive direct communications (amendments, answers to questions, etc.) prior to the closing date.

1.2 Type of Award Anticipated

DAI anticipates awarding a Firm Fixed Price Purchase Order/Subcontract. This award type is subject to change during the course of negotiations.

A Firm Fixed Price Purchase Order/Subcontract is: An award for a total firm fixed price for the provision of specific services, goods, or deliverables and is not adjusted if the actual costs are higher or lower than the fixed price amount. Offerors are expected to include all costs, direct and indirect, into their total proposed price.

2. General Instructions to Offerors

2.1 General Instructions

“Offeror”, “Subcontractor”, and/or “Bidder” means a firm proposing the work under this RFP. “Offer” and/or “Proposal” means the package of documents the firm submits to propose the work.

Offerors wishing to respond to this RFP must submit proposals, in English, in accordance with the following instructions. Offerors are required to review all instructions and specifications contained in this RFP. Failure to do so will be at the Offeror’s risk. If the solicitation is amended, then all terms and conditions not modified in the amendment shall remain unchanged.

Issuance of this RFP in no way obligates DAI to award a subcontract or purchase order. Offerors will not be reimbursed for any costs associated with the preparation or submission of their proposal. DAI shall in no case be responsible for liable for these costs.

The proposals (Technical & Financial) are to be submitted by **05:00 PM Pakistan Standard Time (PST) on February 14, 2018** electronically on KPGProcurement@dai.com or in sealed envelope at B of 1-E (North) Ali Plaza, 1st Floor, Jinnah Avenue, Blue area Islamabad. Proposals submitted in hard copy or electronically (via email) should state RFP number and the title of the activity at the right corner of the envelope or in the subject line of the email.

Late offers will be rejected except under extraordinary circumstances at DAI’s discretion. All proposals submitted in hardcopy shall be sealed and labeled with the RFP Number.

The submission to DAI of a proposal in response to this RFP will constitute an offer and indicates the Offeror’s agreement to the terms and conditions in this RFP and any attachments hereto. DAI reserves the right not to evaluate a non-responsive or incomplete proposal.

2.2 Proposal Cover Letter

A cover letter shall be included with the proposal on the Offeror’s company letterhead with a duly authorized signature and company stamp/seal using Attachment B as a template for the format. The cover letter shall include the following items:

- The Offeror will certify a validity period of 12 (twelve) months for the prices provided.

- Acknowledge the solicitation amendments received.
- DUNS number and NTN (related documentary proof should be attached – See 8.3 for more).

2.3 Questions regarding the RFP

Each Offeror is responsible for reading and complying with the terms and conditions of this RFP. Requests for clarification or additional information must be submitted in writing via email or in writing to the Issuing Office as specified in the Synopsis above. No questions will be answered by phone. Any verbal information received from a DAI or KPG employee or other entity shall not be considered as an official response to any question regarding this RFP.

Copies of questions and responses will be distributed in writing to all prospective bidders who are on record as having received this RFP after the submission date specified in the Synopsis above.

3. Instructions for the Preparation of Technical Proposals

Technical proposals shall be sealed in a separate envelope from cost/price proposals, and shall be clearly labeled as “VOLUME I: TECHNICAL PROPOSAL”.

3.1 Technical proposal

Technical proposals shall include the following contents:

A. Technical Approach – The technical approach should not exceed twenty (20) pages (excluding annexes), which should include the following in order to be considered responsive:

- Executive Summary:** Provide a brief overview of the assignment as understood by the offeror and a brief statement of Offeror’s overall technical approach.
- Statement of eligibility to work in the Khyber Pakhtunkhwa:** The authorities of KP require that any firm conducting research in KP is officially registered or works through an organization that is officially registered and based in KP.
- Survey Implementation Plan Narrative:** Describe how the Scope of Work described in this RFP shall be logistically implemented and how the work shall be managed and monitored. The work plan must address how the deliverables will be completed in accordance with the Scope of Work. In case of any challenging situation in field that may pose threat to data collection, the vendor should specify mitigation strategy and inform KPG.
- Sampling Plan** – A key criterion for selecting a subcontractor will be the quality of the methodology and example sampling plan for a survey of Peshawar District (n = 400) submitted as part of the technical proposal. Detailed mapping that pinpoints daily routes for data collection is required for approval of the sampling plan for each district under Subcontract.

B. Management approach – This management approach should be a maximum of five (5) pages. The proposal should describe how the proposed team members have the necessary experience and capabilities to carry out the Technical Approach.

Staffing Plan for the work described: Include the names, titles, contact information, and CVs of all listed Key Personnel, location during their work on this assignment, and the designated official who will be responsible for negotiating a subcontract. (Included in Attachment E)

Management Plan Narrative should also include:

- The number of enumerators, supervisors and monitors that will be trained and then mobilized to each of the key districts, and how long this will take;
- An explanation for how the data will be entered into the offerors data management system, and how it will be cleaned and then analyzed;
- Reporting structure for the implementation of this subcontract.

- A draft workplan (with timelines, by KPG’s key districts and control district), with staff names, locations, dates (including travel to district locations), the expected milestones and deliverables for baseline survey, and a brief description of roles.

C. Past Performance – Provide a list of at least three (3) recent awards of similar scope and duration. The information shall be supplied as a table, and shall include the legal name and address of the organization for which services were performed, a description of work performed, the duration of the work and the value of the contract, description of any problems encountered and how it was resolved, and a current contact phone number of a responsible and knowledgeable representative of the organization. See Attachment D. This statement should include the Offeror’s previous experience implementing surveys, polls, or similar activities within the key KP districts.

In addition to meeting the Technical Specifications listed in Attachment A, Offerors are required to meet or exceed the significant non-cost factors listed below:

- Additional relevant administrative/organizational information should also be provided. This should include evidence of in-country registration, and a letter of agreement between organizations partnering to complete the scope of work.*
- Offeror must possess at least five years of relevant in-country experience, preferably assignments completed in KP Province.*
- Offeror must have supplied similar related services to USAID or other donors in the last three years.*
- Offeror must have documented ability to meet required delivery time lines, as demonstrated through reference letters from prior clients.*
- International survey certificates or memberships or affiliations with international survey firms.*
- How long it has been in existence & organization’s mission and objectives.*
- How the organization’s mission relates to the proposed activities in the Statement of Work*

3.2 Services Specified

For this RFP, DAI is in need services described in Attachment A (Scope of Work for Services) and Attachment C (Price Schedule).

3.3 Technical Evaluation Criteria

Each proposal will be evaluated and scored against the evaluation criteria and evaluation sub-criteria, which are stated in the table below. Cost/ Price proposals are not assigned points, but for overall evaluation purposes of this RFP, technical evaluation factors other than price, when combined, are considered "significantly more important than" cost/price factors.

All proposals received will be evaluated against the evaluation criteria and scored. The technical score will determine if they are qualified or not. In the event that DAI decides to hold a Competitive Range under this procurement, the minimum qualifying score shall be **60 points**.

Technical Evaluation Criteria

Evaluation Criteria	Evaluation Sub-criteria (if needed)	Maximum Points
Technical Approach	See Section 3.1. A	30 points
Management Approach	See Section 3.1.B	30 points
Past Performance	See section 3.1.C	20 points
Geographic Experience	Maximum points will be awarded if the offeror has successfully implemented surveys, polls, or similar activities within the key districts	20 points

Evaluation Criteria	Evaluation Sub-criteria (if needed)	Maximum Points
	described included in the Statement of Work.	
	Total Points	100 points

4. Instructions for the Preparation of Cost/Price Proposals

4.1 Cost/Price Proposals

Cost/Price proposals shall be sealed in a separate envelope from technical proposals, and shall be clearly labeled as “VOLUME II: COST/PRICE PROPOSAL”.

Provided in Attachment C is a template for the Price Schedule for firm-fixed price awards. Offerors shall complete the template including as much detailed information as possible.

Offerors should include a detailed budget in PKR for completing all deliverables outlined in the scope of work for n=400 interviews in each of the seven (7) districts of KP that KPG operates in (Peshawar, Mardan, Swabi, Kohat, Bannu, Lakki Marwat, and DI Khan). The offeror may suggest a lower sample size for the less populated districts with justification for methodology and sampling frame. The cost quotation for n=2800 or Offeror’s proposed lower sample size interviews in 7 districts of KP will be used to set the ceiling price of the contract. All proposed costs should be included with notes showing budget assumptions

In order to determine total survey costs, offerors will submit a district-by-district price list, or a per-interview flat rate for n=2800 interviews or proposed lower sample size in 7 districts of KP (Peshawar, Mardan, Swabi, Kohat, Bannu, Lakki Marwat, and DI Khan)

Provide a budget with sufficient detail to allow evaluation of elements of proposed costs, including notes showing budget assumptions. Prices shall include all pricing components, such as labor, other direct costs (materials, transportation, printing, communications etc.), audited, established overheads, general and administrative expenses. Offerors are requested to submit their financial proposal using the Budget template.

It is important to note that General Sales Tax on provision of Services is to be included on a separate line if applicable. DAI will deduct the withholding tax as per applicable rules and laws of Pakistan. The Offeror is responsible for all applicable taxes and fees, as prescribed under the applicable laws for income, compensation, permits, licenses, and other taxes and fees due as required.

4.2 Financial Proposal Evaluation

- i. Financial Proposal evaluation will be conducted by DAI. The Price evaluation will include all labor costs, transportation, lodging, duties, materials, taxes and all other relevant expenses required to perform the Scope of Work.
 - o In cases of discrepancy between the cost/price quoted in Words and in Figures, the lower of the two will be considered.
 - o In evaluation of the price of equipment and services which are subject to excise duty, sales tax, income tax or any other tax or duty levied by the Government, the price will be shown separately on proposal.
- ii. DAI will not be responsible for any erroneous calculation of tax rates or any subsequent changes in rates or structure of applicable taxes. All differences arising out as above shall be fully borne by the Successful Bidder.
- iii. Financial proposal should include budget notes and other relevant details.

Offerors should include General Sales Tax (GST), (if applicable) as separate line item on the proposal. KPG will provide GST and customs exemption slip instead of money for GST and customs amount to the successful bidder as based on the Pakistan Enhanced Partnership Agreement (PEPA) between Islamic Republic of Pakistan and United States of America. USAID is exempted of paying GST and customs on all purchases. In addition, Offerors are expected to include the expenses for logistics i.e. accommodation, transportation and other related expenses in the Financial Proposal.

5. Basis of Award

5.1 Best Value Determination

DAI will review all proposals, and make an award based on the technical and cost evaluation criteria stated above, and select the offeror whose proposal provides the best value to DAI. DAI may also exclude an offer from consideration if it determines that an Offeror is "not responsible", i.e., that it does not have the management and financial capabilities required to perform the work required.

Evaluation points will not be awarded for cost. Cost will primarily be evaluated for realism and reasonableness. DAI may award to a higher priced offeror if a determination is made that the higher technical evaluation of that offeror merits the additional cost/price.

Preference would be given to those organizations/companies who can provide complete services mentioned in Attachment A & C.

DAI may award to an Offeror without discussions. Therefore the initial offer **must contain the Offeror's best price and technical terms.**

5.2 Responsibility Determination

DAI will not enter into any type of agreement with an Offeror prior to ensuring the Offeror's responsibility. When assessing an Offeror's responsibility, the following factors are taken into consideration:

1. Provide copies of the required business licenses to operate in the host country (Pakistan). Company registration with relevant authorities, Income/Sales tax registrations with valid FBR certificates.
2. The source, origin and nationality of the products or services are not from a Prohibited Country (explained below at **8.2**).
3. Complete profile of the organization.
4. Having adequate financial resources to finance and perform the work or deliver services or the ability to obtain financial resources without receiving advance funds from DAI.
5. Offerors should provide a copy of the full report and audited accounts for the last two (2) financial years. If the accounts you are submitting are for a year ended more than 10 months ago, you should also enclose the latest set of management accounts. Please supply all information including auditor's report in English.
6. Ability to comply with required or proposed delivery or performance schedules.
7. Have a satisfactory past performance record, Evidence of services completion note of similar nature assignment preferably under USAID funded projects.
8. Have a satisfactory record of integrity and business ethics.
9. Have the necessary organization, experience, accounting and operational controls and technical skills.
10. Submission of undertaking that the firm is not blacklisted by any of Provincial or Federal Government Department, Agency, Organization or autonomous body or Private In full compliance of the execution schedule and delivery period mentioned in proposal document.
11. Be qualified and eligible to perform work under applicable laws and regulations.

Note: Verifiable documentary proof for all above requirements and criteria points are mandatory requirement and marks will be awarded on the basis of these verifiable proofs.

6. Anticipated post-award Deliverables

Upon award of a subcontract or purchase order, the deliverables and deadlines detailed in the below table will be submitted to DAI. All of the deliverables outlined in the table below must be submitted to and approved by DAI before payment will be processed. The deliverables are intended as evidence or confirmation that the activities have been successfully completed. Please note that all deliverables are to be submitted in hard as well as soft versions.

Deliverables:	
Deliverable No. 1 (Development Phase –	Submission of Survey Questionnaire and Score Card (foot note) in English and Urdu, duly approved by DAI
	Verification that surveyors have been trained on questionnaire (Training report)
	Verification that the questionnaire has been pilot tested and thereupon updated both Urdu and English version (Pilot Testing Report, Updated Final Questionnaire)
	Approved Sampling Plan in Microsoft Excel that lists the urban and rural stratification of sampling points, their precise locations, and the number of respondents to be interviewed in each sampling point, the planned dates of interviewing, and the mapping of interviewer routes at each sampling point
	Surveyor's Monitoring Plan and Schedule
Deliverable No. 2 Implementation Phase	All Original, Completed Survey Questionnaires and Citizen Scorecards (2800 or other proposed number, including compensatory oversampling)
	Report on achieved sampling plan that matches actual locations, dates, and coordinates of survey data collection to each sampling point and records deviations from the planned to the achieved sample. Completion of field data collection
Deliverable No. 3 Data entry, analysis and report writing phase	Table of contents of Report
	Tabulation plan for Report
	Presentation on preliminary findings to KPG senior management team at KPG office
	Draft Report: Reasonably structured with executive summary, collective and district wise profile with necessary analysis (bivariate, multivariate, crosstabs as required), tables and graphs.
	Final Report in Microsoft Word (MS Word hard copy and soft version):, combined and district wise report compilation, addressing all comments from KPG, HO, USAID
	Raw Survey data: compiled and cleaned dataset submitted in both Excel and SPSS formats including sampling point coordinates
	Final Presentation in Microsoft PowerPoint (soft version). May also be asked to present findings before selected audience
All filled interview Questionnaires from the 7 districts	

7. Inspection & Acceptance

The designated DAI Project Manager will inspect from time to time the services being performed to determine whether the activities are being performed in a satisfactory manner, and that all services are of acceptable quality and standards. The Offeror shall be responsible for any countermeasures or corrective action, within the scope of this RFP, which may be required by the DAI Chief of Party as a result of such inspection.

8. Compliance with Terms and Conditions

8.1 General Terms and Conditions

Offerors agree to comply with the general terms and conditions for an award resulting from this RFP. The selected Offeror shall comply with all Representations and Certifications of Compliance listed in Attachment E.

8.2 Source and Nationality

Under the authorized geographic code for its contract DAI may only procure services from the following countries.

Geographic Code 937: Goods and services from the United States, the cooperating country, and "Developing Countries" other than "Advanced Developing Countries: excluding prohibited countries. A list of the "Developing Countries" as well as "Advanced Developing Countries" can be found at:

<https://www.usaid.gov/sites/default/files/documents/1876/310maa.pdf> and

<https://www.usaid.gov/sites/default/files/documents/1876/310mab.pdf> respectively.

DAI must verify the source and nationality of goods and services and ensure (to the fullest extent possible) that DAI does not procure any goods or services from prohibited countries listed by the Office of Foreign Assets Control (OFAC) as sanctioned countries. OFAC sanctioned countries may be searched within the System for Award Management (SAM) at www.SAM.gov. The current list of countries under comprehensive sanctions include: Cuba, Iran, North Korea, Sudan, and Syria. Goods may not transit through or be assembled in comprehensive sanctioned origin or nationality countries nor can the vendor be owned or controlled by a prohibited country. DAI is prohibited from facilitating any transaction by a third party if that transaction would be prohibited if performed by DAI.

By submitting a proposal in response to this RFP, Offerors confirm that they are not violating the Source and Nationality requirements of the goods or services being offered and that the goods and services comply with the Geographic Code and the exclusions for prohibited countries outlined above.

8.3 Data Universal Numbering System (DUNS)

There is a **mandatory** requirement for your organization to provide a DUNS number to DAI. The Data Universal Numbering System is a system developed and regulated by Dun & Bradstreet (D&B) that assigns a unique numeric identifier, referred to as a "DUNS number" to a single business entity. Without a DUNS number, DAI cannot deem an Offeror "responsible" to conduct business with and therefore, DAI will not enter into a subcontract/purchase order or monetary agreement with any organization. The determination of a successful offeror/applicant resulting from this RFP/RFQ/RFA is contingent upon the winner providing a DUNS number to DAI. Offerors who fail to provide a DUNS number will not receive an award and DAI will select an alternate Offeror.

All U.S. and foreign organizations which receive first-tier subcontracts/ purchase orders with a value of \$30,000 and above **are required** to obtain a DUNS number prior to signing of the agreement. Organizations are exempt from this requirement if the gross income received from all sources in the previous tax year was under \$300,000. DAI requires that Offerors sign the self-certification statement if the Offeror claims exemption for this reason.

For those required to obtain a DUNS number, please email KPGQueries@dai.com for “Instructions for Obtaining a DUNS Number - DAI’S Vendors, Subcontractors.”

For those not required to obtain a DUNS number, please email KPGQueries@dai.com for the “Self-Certification for Exemption from DUNS Requirement” form.

8.4 Mandatory Vetting

Pursuant to AIDAR 752.204-71, all recipients of DAI Pakistan awards above \$25,000 must comply with vetting requirements of all key individuals under the given award. No cash or in-kind disbursements will be provided until the recipient organization and all key individual(s) under the organization have passed vetting. The purpose of vetting is to mitigate the risk that USAID funds and other resources do not, even inadvertently provide support or benefit individual or entities that are terrorists, supporters of terrorists or affiliated with terrorists.

9. Procurement Ethics

Neither payment nor preference shall be made by either the Offeror, or by any DAI staff, in an attempt to affect the results of the award. DAI treats all reports of possible fraud/abuse very seriously. Acts of fraud or corruption will not be tolerated, and DAI employees and/or subcontractors/grantees/vendors who engage in such activities will face serious consequences. Any such practice constitutes an unethical, illegal, and corrupt practice and either the Offeror or the DAI staff may report violations to the Toll-Free Ethics and Compliance Anonymous Hotline at +1 855-603-6987, via the DAI website, or via email to ethics@dai.com . DAI ensures anonymity and an unbiased, serious review and treatment of the information provided. Such practice may result in the cancellation of the procurement and disqualification of the Offeror’s participation in this, and future, procurements. Violators will be reported to USAID, and as a result, may be reported to the U.S. Department of Justice to be included in a Restricted Parties list, preventing them from participating in future U.S. Government business.

USAID/Pakistan has, in cooperation with the USAID Office of Inspector General, established the Anti-Fraud Hotline to provide an avenue for the reporting of fraud, waste, and abuse which may be associated with USAID funded projects in Pakistan. Complaints are handled with complete confidentiality and individuals are encouraged to report when corruption, fraud, waste or abuse may exist in the USAID/Pakistan projects. Reports can be filed anonymously via the easy-to-use Hotline (toll free number 0800 84700); e-mail at complaints@anti-fraudhotline.com; fax at 021-35390410; postal address at 5-C, 2nd Floor Khayban-e-Ittehad, Phase VII, DHA, Karachi, Pakistan; and on the website www.anti-fraudhotline.com.”

Offerors must provide full, accurate and complete information in response to this solicitation. The penalty for materially false responses is prescribed in Section 1001 of Title 18 of the United States Code.

In addition, DAI takes the payment of USAID funds to pay Terrorists, or groups supporting Terrorists, or other parties in exchange for protection very seriously. Should the Terrorist, groups or other parties attempt to extort/demand payment from your organization you are asked to immediately report the incident to DAI’s Ethics and Compliance Anonymous Hotline at the contacts described in this clause.

By submitting an offer, the offeror certify that they have not/will not attempt to bribe or make any payments to DAI employees in return for preference, nor have any payments with Terrorists, or groups supporting Terrorists, been attempted.

10. Attachments

10.1 Attachment A: Scope of Work for Services: Perception Survey

Introduction and Background

The USAID-funded Khyber Pakhtunkhwa Governance Project (KPG) aims to support transitional activities in Khyber Pakhtunkhwa Province to promote democratic processes, strengthen the ability of provincial government to be responsive to citizen needs, and create opportunities for gender equality and women's empowerment thus bringing positive changes in attitude, perceptions and behavior about the quality of governance in the province. The project will promote the success of the Government of Khyber Pakhtunkhwa (GoKP) and its reform agenda by engaging directly with the provincial departments, sustaining public engagement and strategic communications, and providing integrated assistance "packages" of activities that support specific GoKP objectives. KPG is a four year project and started on 1st March 2015 and is completing its tenure on 28th February 2019.

DAI invites short-listed local firms/NGOs to submit a best-value proposal for baseline, perception survey for the KPG project. This RFP calls for an offeror to implement a perception survey (referred to below as the Survey) in seven districts of KP (Peshawar, Swabi, Mardan, Kohat, Bannu, Lakki and DI Khan).

The Survey will be designed to rate/ measure people's perceptions of government service delivery, accountability of government service providers and citizen's behavior in the social and cultural space. The Survey will be conducted face-to-face interviews and through citizen scorecards with 400 respondents in each of the seven districts of KP (Peshawar, Swabi, Mardan, Kohat, Bannu, Lakki and DI Khan).

The technical and cost proposals submitted in response to this RFP should focus on demonstrating the Offeror's capacity and readiness for implementing statistically significant and scientifically rigorous survey research in the above seven districts of Khyber Pakhtunkhwa. Technical proposal should include detailed district-by-district descriptions of the Offeror's capacities (e.g. trained enumerators, past performance) and discussion of local challenges for survey research that are specific to different districts. Technical proposals should describe in detail how probability sampling will be used to ensure that the Survey statistics are representative of the perceptions of the population of a district.

Objectives

The KPG Perception Survey will measure public opinion in the selected district(s). Survey will establish baseline values for key performance indicators and establish values for the perception indicators. The survey questionnaire and citizen scorecards will measure perceptions and performance in three thematic areas and provide data for performance indicators. The three thematic areas are:

1. Perceptions of stability;
2. Perceptions of governance conditions and outlook for the future; and
3. Perceptions of the government's ability to provide services to the people of the KP

After receiving Purchase Order/Subcontract for survey research, a detailed sampling methodology, design and plan must be approved by KPG for each district before data collection will be allowed to proceed. To gain approval by KPG, the sampling methodology, design and plan must demonstrate the validity of the probability sampling method used to ensure that the survey statistics will represent the perceptions of the population of each district within a known margin of error. The sampling design and plan must include the geographic coordinates of the locations of the rural settlements, urban neighbourhoods, or other geographic units that are selected for data collection from household respondents in each district.

Estimated Project Duration: The intended duration of the KPG Perception Survey will take place in the week beginning **26th February 2018** and is likely to complete towards the **31st March 2018** including data cleaning and data entry.

Survey Activities

Specifically, the subcontractor will perform the following activities:

The Development Phase:

1. The offeror with guidance and support from KPG will prepare the survey questionnaire and the citizen scorecards in English. The subcontractor will lead the development of the questionnaire and scorecards and translate them into Urdu language. While the survey tools will be written in Urdu, offerors must demonstrate their capacity to administer the questionnaire and scorecards¹ in the languages spoken locally in KP.
2. Work with the KPG point(s) of contact to complete the methodology, design and plan for representative sampling of the population of the district(s) of Khyber Pakhtunkhwa (Peshawar, Swabi, Mardan, Kohat, Bannu, Lakki Marwat and DIK). A key criterion for selecting a subcontractor will be the quality of the methodology and example sampling plan for a survey of Peshawar District (n = 400) submitted as part of the technical proposal. Detailed mapping that pinpoints daily routes for data collection is required for approval of the sampling plan for each district under Subcontract.
3. The selected subcontractor will, in conjunction with the KPG point of contact, provide training to its survey team and share its training materials, and a training report with KPG. Technical proposals must provide details on the contents of the training given to the survey teams. Training must be comprehensive and rigorous such that the quality of the survey data is assured. Survey teams must be versed in basic map reading and directional awareness to ensure geographic and locational accuracy in the execution of the sampling plan at the neighborhood and village level.
4. Pilot test the survey tools by fielding a team of at least six data collectors (three male, three female) to conduct a minimum of 30 survey interviews in the vicinity of Peshawar. Hold an in-person debriefing with all members of the field team on the results of the pilot test and analyse the pilot test data. Identify any changes to the questionnaire and scorecards that are necessary to improve the quality of the translation, the comprehension of the questions by respondents, and potential sources of error or bias arising from the design of the tools including the wording of questions on potentially sensitive topics. Finalize the questionnaire and scorecards and their translated versions in consultation with KPG. Approval from KPG on the final version of the tools must be received before collecting data for Subcontract.
5. Provide complete survey implementation plan with dates, location, places, data enumerators, and supervisors for all the 7 districts. The survey implementation plan should be complemented with survey monitoring plan specifying additional administrative checks and controls to monitor the effective and timely implementation of the survey.

¹ Scorecard questions are part of the Questionnaire

The Implementation Phase:

6. Administer the Survey to the target number of respondents as specified in a Subcontract. Technical proposals must include a detailed description of how the offeror will administer the survey in Khyber Pakhtunkhwa, including staffing and supervision for survey data collection in seven districts simultaneously. Technical proposals must provide details on administrative procedures for controlling data quality. Quality control and assurance is crucially important for determining the best value offer. Offerors should describe their operating procedures for data quality control and assurance, including supervision and back checking to verify interviews. Proposals must also describe in detail the use of contact sheets to record response rates and the character of non-response and refusals. Any proposed changes to the approved sampling plan during the course of fieldwork must be approved by KPG prior to undertaking the change. Changes to the approved sampling plan because of security incidents, natural hazards or other reasons must be justified and recorded in detail in weekly progress reports and the final report for a Subcontract.
7. Continuously monitor its survey team and submit ongoing weekly progress reports that identify progress towards completing the sampling plan, including the number of completed interviews and sampling points, and any problems, limits, or constraints encountered during the research process, as well as the means of addressing those limitations.
8. Provide verified geographic information on the locations and timing of survey implementation according to the mapping of daily survey routes in the sampling plan. Actual sampling point locations, including any deviations from planned survey routes, must be precisely identified to enable in-person back-checking by external third-party monitors to verify survey interviews, and to enable the same sampling points to be re-surveyed after the baseline.

Data Entry, Analysis and Report Writing Phase:

9. Effectively manage and process the survey data to assure data quality. Enter the raw data from the questionnaires into electronic format using specialized software such as EpiData or CSPro to control the quality of data entry. Double keypunch a random sample of at least 10 percent of the questionnaires by two different data entry officers. Identify any discrepancies in the quality of data entry by different keypunchers and eliminate any sources of error in the data entry process. Analyse the data to identify any quality problems arising from the data collection and entry process, including incidents of fraud or falsification. Recollect data in the field if necessary to replace falsified data or interviews that cannot be verified because an interviewer has recorded overlapping interview times or the timing is missing. Enter data from questionnaire into SPSS for statistical analysis.
10. Deliver the completed raw survey dataset and sampling point coordinates in SPSS and Excel formats and a codebook that includes names, definitions, and value labels for all survey variables. Share draft table of contents and tabulation plan for KPG approval. Deliver a draft and final report and presentation including summary statistics and detailed descriptions of the survey methodology and the fieldwork process, including any deviations from the sampling plan, problems encountered in the field, and sources of error and/or bias that affect the findings. Both the report and the presentation will present the findings, lessons learned, and recommendations for the next survey. The presentation and report will include all the necessary data analysis (bivariate, multivariate, crosstabs etc), graphs and tables, structured according to the agreed table of contents and approved tabulation plan.

Throughout each phase of the research process, the selected subcontractor will work in consultation with the KPG Point(s) of Contact (POC), who is currently the M&E Director.

Respondent Selection: Offerors should propose the best value survey methodology for collecting high-quality data in Khyber Pakhtunkhwa using face-to-face interviews, citizens' scorecards and representative sampling.

Surveys may use a two-stage clustered sampling design to collect data from a representative sample of the defined population of identified districts in KPG. The first stage of sampling should involve random selection of sampling points in urban and rural locations in each district. The second stage involves household selection and random selection of respondents in households. The unit of observation will be individuals randomly selected from households. Probability sampling will ensure that each adult has a non-zero chance of inclusion in the survey sample. The sample will include urban and rural respondents in proportion to their share of the population of each district. One half of the respondents will be male, and the other half will be female respondents. "Household" is defined as a group of people that regularly share meals, eating from the same pot. "Urban" and "rural" are defined in accordance with the classification used by the Pakistan Bureau of Statistics.

The technical proposal will describe the available population data from a KPG district and use this data to design an example sampling plan for n=400 sample proportionate to urban and rural dimensions of the adult population (18 years old and over) of Peshawar District. Technical proposals must specify the expected margin of error associated with the sample of each district and the sampling design. The proposed sampling plan must specify how many of respondents will be interviewed at each urban or rural sampling point. The location of sampling points will be chosen to make the sample representative of the demographic structure of the KPG key districts.

The sampling plan will include a detailed description of the following: 1) How sampling points will be selected to represent the population in its urban and rural dimensions, and including IDPs and other marginalized people, 2) how households will be selected in each sampling point, 3) how adult respondents will be randomly selected within households (including how to achieve a sample of 50% male and 50% female respondents), and 4) how any challenges with interviewing female respondents will be addressed.

DAI recognizes that available demographic data may be incomplete or less than fully reliable. The sampling plan will be constructed using the best available population estimates. The following groups are of particular interest to KPG: 1) disadvantaged, 2) women, 3) other marginalized groups, 4) private- and public-sector professionals. The questionnaire and sampling design must ensure that these groups are identified for disaggregated data analysis. The technical proposal and final report must evaluate the reliability of the data used to design the sampling plan. The offeror should describe how it will address particular challenges for survey work presented by the context of Khyber Pakhtunkhwa.

The technical proposal must also describe how the selected subcontractor will monitor its interviewers and back-check to verify that interviews were completed satisfactorily. In non-response households the subcontractor will make multiple separate attempts to obtain interview responses. The contractor will ensure that the target sample size is reached by oversampling by the necessary amount to counteract the expected rate of non-response. Oversampling is also necessary to maintain the target sample size when interviews must be discarded because of excessive error or interviewer fraud discovered during data cleaning and analysis. Technical proposals must specify and justify the percentage of oversampling. The contractor will record and report non-response rates. Non-response rates and other challenges encountered in the field will be reported to KPG's Survey point of contact(s).

If the subcontractor determines that particular sampling areas are inaccessible at the time of fieldwork, then the contractor will inform the KPG POC(s) immediately so that KPG can choose alternate sampling points. Any deviations from approved sampling plans must be justified by the offeror and approved by KPG in advance of data collection.

Questionnaires: Questionnaires will take an average of 45-60 minutes and include questions regarding governance and demographic information. KPG will provide the subcontractor with the English version of the survey questionnaire after award, and the selected subcontractor will work closely with the KPG POC(s), PDs and DCOP Programs to finalise, translate and pilot-test versions of the questionnaire.

It is expected that, where necessary because of respondent comfort and comprehension, interviews will be administered in a local language but the responses recorded on the Urdu version of the written questionnaire. Enumerators must speak the same language/dialect as the population in the areas in which the interviews will be conducted. Prior to the administration of the Survey, the questionnaire will be pilot tested in collaboration with the KPG POC to eliminate potential translation and validity problems. The subcontractor will field a team of at least 3 male and 3 female data collectors to conduct a minimum of 30 test interviews in the vicinity of a key urban area (5 interviews per data collector). When the 30 test interviews are complete, the group of six interviewers, supervisors and any observers will convene a focus group discussion with the KPG POC and program staff, the subcontractor's survey field manager(s), and translator(s) responsible for the questionnaire. The focus group discussion will inform revisions to the questionnaire based on the findings of the pilot test. The subcontractor will work closely with the KPG POC on translating the questionnaires immediately after the subcontract is awarded.

Staffing: Prior to administration of the baseline survey, the selected subcontractor will, in conjunction to the KPG POC, provide training to its survey team and share its training materials, and training report with KPG.

Administration: Prior to administration the subcontractor will submit a detailed work plan and timeline so that KPG POC will be able to identify exactly when and where each district/location listed in the approved sampling plan will be surveyed. As the survey is administered, the subcontractor will provide ongoing, weekly reports of survey and monitoring activities, challenges encountered and recommended solutions, and response rates and the character of non-response. The subcontractor will also track and verify the locations of data collection and report these to the KPG POC on a weekly basis, as well as in the final report. The subcontractor will back-check a minimum of 15% of all interviews by an in-person visit by a supervisor or telephone. In the case of surveyor negligence and falsehood, the subcontractor will immediately notify the KPG POC. It should be noted that KPG may, without prior notice, conduct an additional layer of monitoring of surveyors to ensure data integrity; as such, it is crucial that the survey and monitoring timeline and mapping of daily routes for survey data collection is as accurate as possible.

Data entry and Analysis: The subcontractor will transfer and cleanse the data into electronic format so that it is suitable for statistical analysis. The subcontractor will control for transcription error by double-keying at least 10% of the data from the questionnaires into the dataset—two different members of the subcontractor's staff will conduct data entry separately, and entries will be cross-checked for any discrepancies. Found discrepancies will be rectified by checking the original source questionnaires. The subcontractor will also ensure high data quality in terms of internal consistency, data integrity and outlier analyses.

The subcontractor will also test for statistical significance in consultation with the KPG POC. The dataset will include the geographic coordinates of all sampling points, which will be in Lat/Long (y,x) geographic coordinate system WGS84 in decimal degree.. The final datasets will be presented in SPSS and Excel formats with a comprehensive codebook. An initial presentation, draft report, final PowerPoint

presentation and final written report, will include summary statistics from the survey data and discuss the survey's findings, lessons learned, and recommendations as per the agreed table of contents and tabulation plan.

Key Personnel

The Offeror will propose qualified and experienced staff for the KPG Survey; staff can be employees of the offeror, consultants, and/or temporary staff. The Contractor is required to submit a staffing plan with its proposal (in Attachment E) together with detailed CVs for each of the key personnel. The staffing plan must demonstrate adequacy to meet all programmatic, administrative and reporting requirements. The project office and key staff ideally would be based in Peshawar. However, if security remains a major concern or obstacle, then the offeror may propose alternate management site(s).

The contracting firm should propose adequate staffing plan to carry out the survey in 7 Districts of KP (Peshawar, Swabi, Mardan, Kohat, Bannu, Lakki and DI Khan).

10.2 Attachment B: Proposal Cover Letter

[On Firm's Letterhead]

<Insert date>

TO: DAI Pakistan (Pvt.) Ltd

We, the undersigned, provide the attached proposal in accordance with **RFP- No. KPG-ISB-18-0008** issued on **8th February 2018**. Our attached proposal is for the total price of <Sum in Words _____ (PKR 0.00 _____ Sum in Figures) >.

I certify a validity period of Twelve (12) months for the prices provided in the attached Price Schedule. Our proposal shall be binding upon us subject to the modifications resulting from any discussions.

Offeror shall verify here the items specified in this RFP document.

We understand that DAI is not bound to accept any proposal it receives.

Yours sincerely,

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

Telephone: _____

Email: _____

NTN No. _____

DUNS: _____

Company Seal/Stamp: _____

10.3 Attachment C: Milestone and Price Schedule

Please submit the Price Schedule in following the format

S. No	Milestone Name	Payment to be disbursed as	Price (PKR)
1	Upon submission and approval of Deliverable No. 1 (Development Phase)	20% of total amount	
2	Upon submission and approval of Deliverable No. 2 (Implementation Phase)	30% of total amount	
4	Upon submission and approval of Deliverable No. 3 (Data entry, analysis and report writing Phase)	50% of total amount	
TOTAL IN PKR WITHOUT GST		PKR	
Add GST (If applicable –Registered with KPRA)		PKR	
GRAND TOTAL IN PKR WITH GST		PKR	
Note: Please provide budget notes and cost breakup supporting for above price schedule in detail.			
1.	Proposal	Prices must be quoted on a lump-sum, all-inclusive basis. GST should be as a separate line on the invoice Offers must show unit prices, extensions, and total price. All items, services, spare parts, etc. must be clearly labeled and included in the total price. Proposals must be a fixed price, expressed in Pakistani Rupee. The quoted prices should be valid for twelve months. Provide detailed cost breakdown.	
2.	Payment terms	Payment will be made upon delivery and submission of an invoice and in PKR. KPG will provide GST exemption slip instead of money for GST amount to the offeror.	

10.4 Attachment D: Past Performance Form

Include projects that best illustrate your work experience relevant to this RFP, sorted by decreasing order of completion date.

Projects should have been undertaken in the past three years. Projects undertaken in the past five years may be taken into consideration at the discretion of the evaluation committee.

#	Project Title	Description of Activities	Location Province/District	Client Name/Tel No	Cost in PKR (or USD)	Start-End Dates	Completed on schedule (Yes/No)	Completion Letter Received? (Yes/No)	Type of Agreement, Subcontract, Grant, PO (fixed price, cost reimbursable)
1									
2									
3									
4									
5									

10.5 Attachment E: Staffing Plan

Offerors must describe the technical and managerial team proposed for the project (including the key staff detailed in the SOW) and attach copies of the resumes for the proposed senior positions (e.g., Project Manager). If one individual fills more than one of these roles, please state this in the proposal. Offerors must use below format. The offeror must clarify how many current staff will be used, how many additional staff may be needed.

Offerors must complete the below table, and or modify it to align with the RFP requirements.

POSITION	NAME / CONTACT INFORMATION	TITLE AND TASK OF TEAM MEMBER	NUMBER OF DAYS ON PROJECT
Survey Team Lead (top technical position)			
Project Manager (top management position)			
Database Assistant (DA)			
Field Monitor Coordinator (FCM)			

10.6 Attachment F: Representations and Certifications of Compliance

1. Federal Excluded Parties List - The Bidder Select is not presently debarred, suspended, or determined ineligible for an award of a contract by any Federal agency.
2. Executive Compensation Certification- FAR 52.204-10 requires DAI, as prime contractor of U.S. federal government contracts, to report compensation levels of the five most highly compensated subcontractor executives to the Federal Funding Accountability and Transparency Act Sub-Award Report System (FSRS)
3. Executive Order on Terrorism Financing- The Contractor is reminded that U.S. Executive Orders and U.S. law prohibits transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of the Contractor/Recipient to ensure compliance with these Executive Orders and laws. Recipients may not engage with, or provide resources or support to, individuals and organizations associated with terrorism. No support or resources may be provided to individuals or entities that appear on the Specially Designated Nationals and Blocked persons List maintained by the US Treasury (online at www.SAM.gov) or the United Nations Security Designation List (online at: http://www.un.org/sc/committees/1267/aq_sanctions_list.shtml). This provision must be included in all subcontracts/sub awards issued under this Contract.
4. Trafficking of Persons – The Contractor may not traffic in persons (as defined in the Protocol to Prevent, Suppress, and Punish Trafficking of persons, especially Women and Children, supplementing the UN Convention against Transnational Organized Crime), procure commercial sex, and use forced labor during the period of this award.
5. Certification and Disclosure Regarding Payment to Influence Certain Federal Transactions – The Bidder certifies that it currently is and will remain in compliance with FAR 52.203-11, Certification and Disclosure Regarding Payment to Influence Certain Federal Transactions.
6. Organizational Conflict of Interest – The Bidder certifies that will comply FAR Part 9.5, Organizational Conflict of Interest. The Bidder certifies that is not aware of any information bearing on the existence of any potential organizational conflict of interest. The Bidder further certifies that if the Bidder becomes aware of information bearing on whether a potential conflict may exist, that Bidder shall immediately provide DAI with a disclosure statement describing this information.
7. Prohibition of Segregated Facilities - The Bidder certifies that it is compliant with FAR 52.222-21, Prohibition of Segregated Facilities.
8. Equal Opportunity – The Bidder certifies that it does not discriminate against any employee or applicant for employment because of age, sex, religion, handicap, race, creed, color or national origin.
9. Labor Laws – The Bidder certifies that it is in compliance with all labor laws..
10. Federal Acquisition Regulation (FAR) – The Bidder certifies that it is familiar with the Federal Acquisition Regulation (FAR) and is in not in violation of any certifications required in the applicable clauses of the FAR, including but not limited to certifications regarding lobbying, kickbacks, equal employment opportunity, affirmation action, and payments to influence Federal transactions.
11. Employee Compliance – The Bidder warrants that it will require all employees, entities and individuals providing services in connection with the performance of an DAI Purchase Order to comply with the provisions of the resulting Purchase Order and with all Federal, State, and local laws and regulations in connection with the work associated therein.

By submitting a proposal, offerors agree to fully comply with the terms and conditions above and all applicable U.S. federal government clauses included herein, and will be asked to sign these Representations and Certifications upon award.

10.7 Attachment G: Proposal Checklist

Offeror: _____

Have you?

Submitted your proposal to DAI in a sealed envelope to the address (electronic or mailing) as specified in General Instructions above?

Does your proposal include the following?

- Signed Cover Letter (*use template in Attachment B*)
- Separate Technical and Cost proposals individually sealed and labeled as Volume I and Volume II respectfully.
- Proposal of the Product or Service that meets the technical requirements as per Attachment A and Attachment C.
- Response to each of the evaluation criteria
- Past Performance (*use template in Attachment D*)
- Staffing Plan (*use template in Attachment E*)
- Complete profile of Organization
- Documents and information as per responsibility determination requirements.

Annex – A

Subcontract Clauses

The below mentioned clauses are part of the Subcontract which will be issued to the short-listed vendor.

ARTICLE 7— INSURANCE AND RISK ALLOCATION

7.1 Insurance: The Subcontractor shall purchase and maintain through the course of the Work such insurance as will protect the Subcontractor, Client and Contractor from the following claims which may arise out of or result from its operations hereunder (whether by itself, any Subcontractors, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable): claims under workmen's compensation, disability benefit and other similar employee benefit acts; claims for damages because of bodily injury, occupational sickness or disease, or death, of its employees or any other person; claims which are sustained by any person as a result of the actions of the Subcontractor or by any other person; and claims for damages because of injury to or destruction of tangible property, including loss of use resulting there from. If requested, the Subcontractor will provide the Contractor with satisfactory evidence of compliance with this requirement.

The Subcontractor further agrees that if DAI should legally incur any reasonable cost whatsoever resulting from the lack of the aforementioned insurance, on the part of the Subcontractor, while engaged in work, the Subcontractor will, to the extent permitted by applicable law, indemnify, and hold harmless DAI and the Client Organization from any such costs which they may legally be required to pay. The Subcontractor agrees to flow down the substance of this clause to all applicable consultants.

7.2 Indemnification: To the extent permitted by applicable law, the Subcontractor shall defend, indemnify, and hold harmless the Client and the Contractor, and its agents, officers and directors and employees from and against any and all claims, liability, losses, cost or expenses, including attorney's fees, arising out of the acts, errors or omissions of the Subcontractor, its officers, agents, employees, and anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. This indemnification obligation shall not be limited in any way by required, actual, or available insurance coverage. The Subcontractor agrees to flow down the substance of this clause to all applicable consultants.

Likewise, DAI shall defend, indemnify, and hold harmless the Subcontractor and their agents, officers and directors, and employees from and against all claims, liability, losses, cost or expenses, including attorney's fees, arising out of the acts, errors or omissions of DAI, its officers, agents, employees, subcontractors, and anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

7.3 Intellectual Property Rights: Intellectual Property Rights: The Subcontractor warrants that it is not aware of any copyright, patent, trademark, trade secret or other proprietary right that it might infringe upon in providing the work required under the Agreement. The Parties shall indemnify and save each other harmless from any and all claims, suits, liability, expense or damages for any alleged or actual infringement of any copyright, patent, trademark, trade secret or other proprietary right arising in connection with the work provided by the Subcontractor under this Agreement.

7.4 DBA Insurance: Subcontractor shall, throughout the period when work is performed and until final acceptance by DAI, carry and maintain, and ensure that all Subcontractors carry and maintain, DBA insurance in accordance with the applicable laws. It is required that a copy of DBA insurance policies shall be submitted to the DAI Contract Administrator prior to the commencement of any overseas work. To meet this requirement, the Subcontractor is requested to immediately submit the copy of subcontractor's existing DBA insurance policies and DBA insurance certification to the DAI Contract Administrator.

7.5 Proof of Insurance. Prior to the commencement of the Work, Subcontractor shall provide for Contractor's review evidence of Insurance reflecting full compliance with the requirements set forth in Article 7, as applicable in the form of a Certificate of Insurance and other related documents. Such documents shall be kept current and in compliance throughout the period when work is being performed and until final acceptance by Contractor, and shall, based on Subcontractor's best efforts, provide for thirty (30) days advance written notice to Contractor in the event of cancellation. Failure of Subcontractor or any Subcontractors to furnish Proof of Insurance, or to procure and maintain the insurance required herein, or failure of Contractor to request such proof of coverage shall not constitute a waiver of the respective Subcontractors obligations hereunder.

ARTICLE 8 - SUBCONTRACTOR RESPONSIBILITIES

8.1 Assignment: The Subcontractor shall not further subcontract or assign any services or work to be performed under this Agreement without prior written authorization from the DAI Contract Administrator. DAI reserves the right to disapprove the second-tier subcontracting or assignment of any services or work.

8.2 Employees of the Subcontractor: The Subcontractor shall be subject to and operate under all applicable local employment laws regarding employers' liability, worker's compensation, and unemployment compensation insurance. The Subcontractor expressly agrees that it is an independent contractor and its employees engaged in the Work are not and shall not be treated or considered employees of DAI. The Subcontractor shall be responsible for verifying the education and work experience of any employee, agent, or representative ("Personnel") assigned to perform work under the Subcontract and shall provide DAI with written proof of such verification. DAI reserves the right to disapprove the assignment of or request the removal of any Personnel assigned to perform work hereunder. DAI shall notify the Subcontractor, in writing, of the disapproved assignment or requested removal. The Subcontractor shall propose a qualified replacement for DAI approval, and the Client if required, within ten (10) business days of receipt of such notice.

8.3 Key Personnel: The subcontractor shall furnish the following Key Personnel for performance under this Subcontract:

- Offeror will provide list of Key Personnel under this subcontract
- Personnel so identified are considered to be essential to the work being performed.

8.4 Diversion of Key Personnel: Prior to substituting or replacing the individual(s) or diverting any portion of the specified individual's time to other programs, the Subcontractor shall notify the

Subcontract/Grant Manager and Chief of Party reasonably in advance, or as soon as possible thereafter, and shall submit justification, including proposed substitutions, in sufficient detail to permit evaluation of the impact on the program. No diversion, substitution, or replacement shall be made by the Subcontractor without the prior written consent of DAI.

8.5 Removal of Subcontractor's Employees: The Contractor shall have the right, at any time, to request removal of any personnel provided by the Subcontractor or a second-tier Subcontractor whom the Client/Contractor reasonably deems, in consultation with the Subcontractor, to be unsatisfactory. Upon such request, the Subcontractor shall use all reasonable efforts to promptly replace such removed personnel with substitute Subcontractor personnel having the skills and training suitable to provide the services required of the Subcontractor under this subcontract.

If any of the personnel is discharged by the Subcontractor for misconduct or inexcusable nonperformance, travel and transportation costs associated with the repatriation of such personnel and the assignment of replacement personnel shall not be an allowable cost under the subcontract agreement unless otherwise approved by DAI.

8.6 Safety: In performing the Work, the Subcontractor shall comply with all applicable laws, ordinances, rules, regulations, and lawful authorities or any public authority having jurisdiction for the safety of persons or property and protect the same from damage, injury, or loss. The Subcontractor shall take all reasonable precautions to prevent damage, injury, or loss to all persons performing services hereunder, the Work, all materials and equipment utilized therein, and all other property at the site of the Work and adjacent thereto.

8.7 Proprietary Information: All proprietary or confidential information or data must be MARKED as such. Subcontractor shall not publish or publicly disseminate any information or data derived or obtained from or in connection with any services rendered hereunder, without the prior written consent of the Contractor. Subcontractor shall not, during the term of this Agreement and for a period of three (3) years after the expiration or termination of this Agreement, disclose, publish or otherwise release any DAI proprietary or confidential information relating to Subcontractor's performance under this Agreement, the Terms of Reference, DAI business or operations, without the prior written consent of DAI which shall not be unreasonably withheld. Information identified in writing by the Subcontractor as confidential and/or proprietary shall be similarly treated by the Contractor.

8.8 Publications: The Subcontractor shall not publish or publicly disseminate any information or data derived or obtained from or in connection with any services rendered hereunder, without the prior review and comment of the Contractor. Upon review of a request for review and comment on a publication, DAI will respond within 20 days of receipt of the request from Subcontractor.

8.9 Permits: Except as otherwise directed by the Contractor, the Subcontractor has or will have, prior to commencement of any work, all necessary business and professional licenses, permits, and other necessary Federal, State, County, Municipal, or other licenses as may be required to enable the Subcontractor to perform the services required hereunder.

8.10 Use of Government Facilities:

(a) The Subcontractor is prohibited from using U.S. Government facilities (such as office space or equipment), or U.S. Government clerical or technical personnel in the performance of the services specified in this Subcontract Statement of Work, unless the use of Government facilities or personnel is authorized in advance, in writing, by the DAI Contract Administrator.

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

(c) If the parties fail to agree on an adjustment made pursuant to this clause, it shall be considered a “dispute and shall be dealt with under the terms of the “Disputes” clauses of the contract.