



DAI Global, LLC

Request for Proposals (RFP)

No. RFP-DAI-002_2020

Office Entry and Contact Tracing

Issue Date: July 16, 2020

WARNING: Prospective Offerors who have received this document from a source other than the (DAI Procurement Office Bethesda, MD), should immediately contact (procurement@dai.com) 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.

Synopsis of the RFP

RFP No.	RFP-DAI-002_2020
Issue Date	July 16, 2020
Title	Office Entry and Contact Tracing
Issuing Office & Email/Physical Address for Submission of Proposals	DAI, Procurement Office 7600 Wisconsin Ave, Suite 200 Bethesda, MD 20814 Email: Procurement@dai.com
Deadline for Receipt of Questions	July 23, 2020 at 4 pm EDT
Deadline for Receipt of Proposals	August 5, 2020 at 4 pm EDT.
Point of Contact	Procurement@dai.com
Anticipated Award Type	Firm Fixed Price Purchase Order or 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 invites qualified offerors to submit proposals to supply and deliver “Office Entry Screening and Contact Tracing” in support of DAI effort to combat COVID-19 pandemic.

BACKGROUND

Founded in 1970, DAI is a for-profit, employee-owned, mission-driven, global development company with a 50-year track record of supporting donor, government, and private sector clients to design and implement sector-specific investments that tackle fundamental problems caused by inefficient markets, ineffective governance and instability.

DAI employs more than 4,500 people worldwide in over 100 countries around the world in diverse contexts with more than 190 different project offices.

OBJECTIVE

To ensure that, during the COVID-19 pandemic, DAI employs a One DAI approach to the health, safety, and well-being of our employees. To do that DAI would like to have a modern solution that use best-in-breed commercially available-technology to facilitate checking of employee’s health status before they enter an office and that any of our offices, once notified of a positive COVID-19 case, can easily identify and notify any staff member who was potentially exposed to the positive case.

1.2 Issuing Office

The Issuing Office and Contact Person noted in the above synopsis is the sole point of contact at DAI for 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.

1.3 Type of Award Anticipated

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

A Firm Fixed Price Purchase Order or 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.

Proposals are due no later than August 5, 2020 at 4 pm EDT, to be submitted by email to Procurement@dai.com, the RFP number and title of the activity must be stated in the subject line of the email. Cost and technical proposals shall be submitted in separate emails Late offers will be rejected except under extraordinary circumstances at DAI's discretion

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 90 calendar days for the prices provided.
-) Acknowledge the solicitation amendments received.

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 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 in a separate email from cost/price proposals, and shall be clearly labeled as "VOLUME I: TECHNICAL PROPOSAL". Technical Proposals are limited to 10 pages.

Technical proposals shall include the following contents

- 1. Technical Approach** - Description of the proposed services which meets or exceeds the stated technical specifications or scope of work. The proposal must include a basic workplan with dates to show how the Offeror plans to complete the work and describe an approach that demonstrates the achievement of timely and acceptable performance of the work. The proposal must show how the offeror will provide support and maintenance during implementation of the solution; and what type of support the offeror will provide post-implementation. The proposal will include detailed information on licensing methodology.
- 2. Management approach** – Description of the Offeror's key staff assigned to the project. The proposal should describe how the proposed team members have the necessary experience and capabilities to carry out the Technical Approach. Offeror shall submit the CV for each key personnel proposed including their qualifications and experience performing similar type of work.
- 3. Past Performance** –Provide a list of at least three (3) recent awards in the last 3 years of similar scope and duration and demonstrating public health experience (adherence to CDC, WHO and HIPPA guidelines). 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 and email address of a responsible and knowledgeable representative of the organization. See Attachment D.

3.1 Services Specified

For this RFP, DAI is in need of the services described in Attachment A.

3.2 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 cost/price, when combined, are considered significantly more important than cost/price factors”, cost/price factors.

Evaluation Criteria	Evaluation Sub-criteria (if needed)	Maximum Points
Technical Approach	-Description of the proposed services -Basic workplan with dates -Support and maintenance during implementation of the solution -Type of support the offeror will provide post-implementation -Detailed information on licensing methodology	60 points
Management Approach or Personnel Qualifications		20 points
Corporate Capabilities or Past Performance		20 points
Total Points		100 points

4. Instructions for the Preparation of Cost/Price Proposals

4.1 Cost/Price Proposals

Cost/Price proposals shall be submitted in a separate email 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 are required to provide breakdown for different cost proposed showing labor costs, other direct costs and indirect costs.

If international travel is required at any time. Travel cost will be charged separately at actual cost.

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.

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 evidence of the required business licenses to operate.
2. Evidence of a DUNS number
3. The source, origin and nationality of the products or services are not from a Prohibited Country (explained below).
4. Having adequate financial resources to finance and perform the work or deliver goods or the ability to obtain financial resources without receiving advance funds from DAI.
5. Ability to comply with required or proposed delivery or performance schedules.
6. Have a satisfactory past performance record.
7. Have a satisfactory record of integrity and business ethics.
8. Have the necessary organization, experience, accounting and operational controls and technical skills.
9. Have the necessary production and technical equipment and facilities if applicable.
10. Be qualified and eligible to perform work under applicable laws and regulations.

6. Anticipated post-award Deliverables

Upon award of a subcontract, the deliverables and deadlines detailed in below table will be submitted to DAI. The Offeror should detail proposed costs per deliverable in the Price Schedule. All of the deliverables must be submitted to and approved by DAI before payment will be processed.

Deliverable	Date
Business assessment and analysis report	Within 7 days of notice-to-proceed (NTP)
Deployment of the solutions to over 4,500 people in over 100 countries in multiple languages using a phased approach, beginning in locations where offices have re-opened and to be rolled out as office are approaching re-opening.	

Deliverable	Date
Piloted in our U.K. and Pakistan offices	NTP + 14 days
Initiate roll out in 30 additional offices	NTP+ 28 days
Initiate roll out to 50 additional offices	NTP + 42 days
Initiate roll out to 50 additional offices	NTP + 56 days
Initiate roll-out to remaining offices	NTP + 70 days
Operational Dashboard for local and corporate analysis of data	NTP + 14 days
Training of Trainers	Sessions before each roll-out
Complete documentation of the solution and training manuals for each solution	NTP + 14 days
Warranty, Maintenance and On-going Support	Per requirements

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 equipment or supplies are of acceptable quality and standards. The subcontractor shall be responsible for any countermeasures or corrective action, within the scope of this RFP, which may be required by the DAI Project Manager 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 goods and services from the following countries.

Geographic Code 935: Goods and services from any area or country including the cooperating country, but excluding Prohibited Countries.

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.

8.1 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.

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 FPI_hotline@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.

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 offeror, offerors 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 A: Scope of Work

10.1 SCOPE OF WORK

The scope of work includes business assessment and analysis, provision of required hardware and software solutions per requirements, implementation and deployment on sites, and ongoing support.

The main tasks include:

-) Business assessment and analysis to include development or refining of functional and non-functional requirements, review of required processes and workflows, systems, software, workforce and support requirements;
-) Provision of multilingual hardware and software solutions including reporting dashboards per requirements including any customizations:
 1. Daily Health Check Questionnaire: the solution will screen staff and visitors before they leave their house to determine if they can go into the office;
 2. Automatic Contact Tracing: the solution will collect proximity information anonymously for 21 days and be able to analyze those that have the highest risk of exposure during the infectious period if there is a COVID positive case;
 3. Optional - Temperature Screening and Facial Recognition: This solution must screen for temperature and provide facial recognition at a minimum.
-) Implementation and deployment of the solutions to over 4,500 people in over 100 countries in a phased approach per agreed deployment schedule;
-) Provision of Training of Trainers session before each roll-out
-) Provision of complete documentation of the solution and training manuals for each solution
-) Provision of remote and on-site support (as required) for a period of at least 2 years.

10.1.1 Assumptions and Constraints

1. DAI will not be providing the vendor with the employee database. **DAI will not enter all staff data and does not have a comprehensive database of all staff.**
2. DAI will not be providing any hardware. Hardware procurement will be the vendor's responsibility.
3. The vendor is responsible for all subcontractors' needs for the installation and maintenance of all equipment and software.

10.1.2 Solution Requirements

Below is the list of initial high-level requirements to be refined and finalized by the solution provider in cooperation with DAI:

ID	Requirements	Priority
	General Requirements - applicable to all solutions	
1	The solutions must be sufficiently flexible to meet the needs of our global workforce. DAI is a global company and operates throughout the world. A small number of staff has corporate issued smartphones. Many staff use personal smartphones for work. Some staff may not have smartphones. While our corporate offices are mostly in the US, UK, and EU, most of our field offices are in the frontier environments with greater infrastructural and technological challenges (low bandwidth and insufficient telecommunications infrastructure).	Mandatory
2	The solution can be customized to reflect DAI's visual identity	Optional
3	Integration with visitor/roster management systems in different offices	Preferred
4	Solutions are user friendly and do not require special training for end users	Mandatory
5	Identification: employees shall be identified by their DAI email address or phone number while visitors shall be identified by their personal email addresses.	Mandatory
	Security - all solutions as applicable	
6	Sensitive data or Personal Identity Information (PII) should be in an encrypted form. File level encryption must be used for any data stored on device	Mandatory
7	Proper security algorithms should be applied to prevent unauthorized access, protect from common vulnerabilities, including injection attacks, cross-site scripting, and other threats (server side)	Mandatory
8	Passwords must be encrypted in plain text	Mandatory
9	Solutions must be tested for secure behavior and reliability before being released to the users;	Mandatory
10	Apps should ask a user's permission before accessing their personal data or location if using the device GPS	Mandatory
11	Personal data should be removed from the app when no longer needed (after an action has been completed – for example, if data has been transmitted successfully to the server or an application has been closed;	Mandatory
12	If source code is on the device, it should be encrypted;	Mandatory
13	Anytime app transmits usernames, passwords, API keys, or other types of important data, use transit encryption. Sensitive information being sent from the client to backend servers needs to be protected to avoid privacy leaks using SSL/TLS (use a digital certificate and ensure the app checks it properly) or VPN	Mandatory
	Compliance - applicable to all solutions	
14	Solutions must have GDPR privacy consent feature	Mandatory
15	Solutions must be compliant with HIPAA Privacy Rule	Mandatory
16	Solutions meet privacy-by design principles	Preferred

ID	Requirements	Priority
	General Requirements - applicable to all solutions	
17	All proposed hardware and software must comply with the Section 889 of the John S. McCain National Defense Authorization Act (NDAA) - https://www.pscouncil.org/psc/a/Resources/2020/FY19_NDAA_-_Section_889_B_.aspx	Mandatory
18	Accessibility: the solutions must comply with Information Technology accessibility guidelines to allow access to information to disabled individuals	Mandatory
	Health Check Questionnaire	
19	Multi-language solution: the solution must allow deployment in multiple languages (English, French, Spanish, Arabic, Russian, and others to be determined)	Mandatory
20	Must have capacity to be deployed to over 4,500 DAI staff worldwide as well as visitors	Mandatory
21	Reporting: Dashboards must have the ability to display data per location and aggregated.	Mandatory
22	Reporting: platform data must be accessible from web browser on mobile or desktop with access control features.	Mandatory
23	Access management: DAI can control can have access to data and reporting dashboards.	Mandatory
24	Access management: Access to data can be managed per location (allowing local managers to view data for their location only.	Mandatory
25	Access to data and reports must have privacy control features.	Mandatory
26	The result of an asymptomatic completion of the questionnaire displays a graphic indicating that the staff member can go to the office.	Mandatory
27	The result of an asymptomatic completion of the questionnaire displays instructions about what a person should do.	Mandatory
28	Checks whether a staff member has been in contact with someone known or suspected to have COVID-19	Mandatory
29	Checks for the current symptoms of COVID-19	Mandatory
30	Checks for temperature (the vendor does not have to provide thermometers)	Preferred
31	Provides recommendations if someone has symptoms – stay at home, call the doctor, go to the hospital (based on severity of the symptoms and local requirements)	Mandatory
32	Clearly directs staff whether they can or cannot go into the office	Mandatory
33	Displays notifications with DAI communications on COVID-19, including office closures, hours of operations, and other relevant information. DAI must have the ability to update and change this information in all required languages.	Mandatory
	Automatic Contact Tracing	
34	Collect and analyze proximity information anonymously for 21 days within the specific office	Mandatory

ID	Requirements	Priority
	General Requirements - applicable to all solutions	
35	Capability to geofence a virtual geographic office boundary as defined by DAI team. Geofencing of office should enable software to trigger a response when a staff person enters or leaves designated area.	Mandatory
36	Must have a tracking mechanism to be able to track up to 5000 people worldwide within DAI's offices.	Mandatory
37	Identifies all staff people that were concurrently in the offices for the previous 14 days reported by distance time and proximity, (distance between staff, length of time (too close for too long [TC4TL]), frequency, number of times within proximity	Mandatory
38	Determines staff who have had the highest level of potential exposure during the infectious period if there is a COVID positive case	Mandatory
39	Ability to set threshold for "too close for too long" (TC4TL) proximity exposure	Preferred
40	Reporting: Provides list of staff to contact and the level of their risk	Mandatory
41	Notification and Alert Management: Enables defining a process to notify contacts and provide access to resources for support while quarantining as well as relevant health information	Mandatory
42	Reporting: Provide 21 days of contact tracing data prioritized by risk level (e.g. staff distance, time, proximity, frequency and TC4TL threshold) so that DAI can generate reports and notifications based on unique identification such as email, phone number while remaining fully HIPPA and GDPR compliant.	Mandatory
	Optional Solution - Temperature Screening and Facial recognition	
43	Compatible with commercial off the shelf (COTS) thermal IR camera, either stationary IR or handheld thermal IR with data connection.	Preferred
44	Facial recognition software can be an optional feature to determine unique identification	Optional
	Warranty & Support - all solutions	
45	Warranty period should be at least 3 months post-deployment. In this period all functional issues or bugs must be resolved without additional cost to DAI	Mandatory
46	Provide post-deployment support for a minimum of two years	Mandatory
47	Issue tracking support solution that allows submission of issues via multiple methods: email, phone, or other methods easily accessible via mobile device	Mandatory
48	24/7 support coverage	Preferred
49	Response time should be a maximum of 4 hours after submission of an issue, and resolution time a maximum of 8 hours for high priority issues, 24 hours for medium priority issues and 48 hours for low priority issues.	Mandatory
50	Support and maintenance options must include both annual maintenance and optional on-call support with clear cost and service level agreement (SLA) for both	Mandatory

10.2 Attachment B: Proposal Cover Letter

[On Firm's Letterhead]

<Insert date>

TO: Click here to enter text.
DAI Global, LLC

We, the undersigned, provide the attached proposal in accordance with **RFP**-Click here to enter text.-Click here to enter text. issued on Click here to enter text.. Our attached proposal is for the total price of <Sum in Words (\$0.00 Sum in Figures) >.

I certify a validity period of Click here to enter text. days for the prices provided in the attached Price Schedule/Bill of Quantities. 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: Click here to enter text.

Name of Firm: Click here to enter text.

Address: Click here to enter text.

Telephone: Click here to enter text.

Email: Click here to enter text.

Company Seal/Stamp:

10.3 Attachment C: Price Schedule

Deliverable	Date	Price
Business assessment and analysis report	Within 7 days of notice-to-proceed (NTP)	\$_____
Deployment of the solutions to over 4,500 people in over 100 countries in multiple languages using a phased approach, beginning in locations where offices have re-opened and to be rolled out as office are approaching re-opening.		
Piloted in our U.K. and Pakistan offices	NTP + 14 days	\$_____
Initiate roll-out in 30 additional offices	NTP+ 28 days	\$_____
Initiate roll-out to 50 additional offices	NTP + 42 days	\$_____
Initiate roll-out to 50 additional offices	NTP + 56 days	\$_____
Initiate roll-out to remaining offices	NTP + 70 days	\$_____
Operational Dashboard for local and corporate analysis of data	NTP + 14 days	\$_____
Training of Trainers	Sessions before each roll-out	\$_____
Complete documentation of the solution and training manuals for each solution	NTP + 14 days	\$_____
Warranty, Maintenance and On-going Support	Per requirements	\$_____
Total		\$_____

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 six 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 US\$	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: 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. Business Size and Classification(s) – The Bidder certifies that is has accurately and completely identified its business size and classification(s) herein in accordance with the definitions and requirements set forth in FAR Part 19, Small Business Programs.
8. Prohibition of Segregated Facilities - The Bidder certifies that it is compliant with FAR 52.222-21, Prohibition of Segregated Facilities.
9. 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.
10. Labor Laws – The Bidder certifies that it is in compliance with all labor laws..
11. 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.
12. 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.

10.6 Attachment J: 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 and labeled as Volume I and Volume II respectfully.
- ☐ Proposal of the Product or Service that meets the technical requirements as per Attachment A
- ☐ Response to each of the evaluation criteria
- ☐ Documents use to determine Responsibility
- ☐ Evidence of a DUNS Number OR Self Certification for Exemption from DUNS Requirement
- ☐ Past Performance (*use template in Attachment D*)
- ☐
- ☐