

RFPS-NYH-2019-503045

Annex B- Terms of Reference for the provision of services related to data Source Catalogue Tagging Automation Solutions

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unicef (2) 1. Background

For several decades, UNICEF has played a pivotal role in collecting, analyzing and showcasing data related to the situation of children and women across the globe. UNICEF upholds a normative function in monitoring this evidence base; other United Nations organizations, partner NGOs, think tanks and academia, in addition to regional and country office colleagues, rely on the maintenance and continuous improvement of many of UNICEF Headquarters' global databases. With this process in mind, the UNICEF Data & Analytics Section has recently established a Data Source Catalogue on SharePoint, a centralized repository of all data sources, inclusive of national and subnational household surveys, administrative data, censuses, vital registration systems and school-based surveys, among others. Data & Analytics analyzes data and publishes findings on several programme areas including Child Protection, Child Mortality, Education, HIV/AIDS, Immunization, Nutrition, WASH and Maternal, Newborn and Child Health, Poverty and Gender.

The Data Source Catalogue was created to integrate these sources of data into one system. UNICEF D&A colleagues are now able to access sources with pertinent data across all aforementioned domains, for all countries, from the current year and retrospectively—in some cases back to the 1970s. Each data source on the site is a record of the survey or census with various metadata including ID numbers and comments, and often with file attachments, including raw data in statistical database format, final reports and questionnaires.

The Catalogue is a collaborative effort, with data source uploads coming from UNICEF data colleagues in Headquarters, Regional and Country Offices. Accessibility of these data are not only critical for global database management but also for SDG reporting, Strategic Plan monitoring, and advocacy across the organization.

2. Objectives, Purpose & Expected results

In order to facilitate the process of collating, validating and maintaining databases in individual sectors across Data & Analytics, the Data Source Catalogue has employed a process of tagging existing data sources for 57 subdomains under eight domains: Child Protection, Child Mortality, Education, HIV/AIDS, Immunization, Nutrition, WASH and



Maternal, Newborn and Child Health. This involves the review of final reports, questionnaires and raw data in statistical database formats such as STATA, R, Excel or SPSS, among other files, to identify sources which contain quantitative data related to one of the 57 subdomains.

Currently the Catalogue contains near 3,000 sources in multiple languages in both Latin and non-Latin alphabets, and the database continues to grow. UNICEF would like to engage the services of an external vendor to identify subdomains and extract other related metadata, including survey titles and field work dates. A feedback mechanism is desired which reports on the level of statistical confidence which the vendor's outputs maintain. Further, the team envisions isolating pages throughout reports and questionnaires which contain tabular or textual data on these subdomains. However, there is no need for the vendor to interact directly with Sharepoint.

3. Description of the assignment and deliverables:

The overall assignment consists on the provision by the selected service provider of the following deliverables:

Expected deliverables	Main milestones to complete each deliverable (to be indicated by the vendor in its response)	Timeline (per completion of deliverable and each milestone to be indicated by vendor in its response).
Deliverable 1: Phase 1 – Deliver categorized metadata inventory of all assets in data catalog, including metadata in associated data source files (both unstructured reports and questionnaires in formats such as PDF, MS-Word, etc., as well as raw data files in CSV, SQL, STATA, SPSS, etc.) into a standardized, non-proprietary, structured format, preferably CSV		

Deliverables



Deliverable 2: Phase 2– Extract pages from data sources with relevant quantitative data in a standardized, non- proprietary, structured format, preferably CSV, also identifying locations of quantitative data within reports and extracting any images as separate files.	
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Deliverable 3: Phase 3 – Create output in a standardized, non-proprietary, structured format, preferably CSV, with list of domain tags per data source, and inclusion of page numbers corresponding to subdomain data.

4. Project Particulars

4.1. Duration: Services are expected to start immediately after contract's signature and have a duration commensurate to the deliverable schedule indicated in <u>Section 3</u> above. Assignment completion must be within Quarter 3 of 2019.

4.2. Engagement type – this engagement is for a firm fixed all-inclusive cost (including any travel and miscellaneous costs). Please refer to <u>Sections 3</u> above on Deliverables and Project Timelines for engagement's requirements and timeframes for provision of deliverables.

4.3. Location: The services should be performed remotely (off site) but working and coordinating closely with UNICEF New York Headquarters, USA.

4.4. Payment terms: Net 30 days after received of accurate invoice(s) and timely performance of all tasks/activities and receipt and acceptance of each deliverable by UNICEF. Please refer to <u>section 3</u> "Expected Deliverables" for the timeframes for provision of each deliverable.

Timely performance of tasks/activities and completion of each deliverable will be assessed against the agreed by the Parties Project Plan and timelines for provision of deliverables.

unicef 5. Qualification requirements

The institution should have the following skills and qualifications:

MANDATORY:

Semi-automated Metadata Extraction:

- Minimum of 5-years experience in the area of artificial intelligence, machine learning, metadata extraction, OCR, or natural language processing
- Experience processing data and information in Latin and Non-Latin languages

DESIRABLE:

- Prior experience in the area of information extraction from survey, census, administrative data sources
- Experience working with UNICEF, other UN agencies, government entities or NGOs
- Familiarity with methods of data collection, data analysis, and statistical modelling work

LANGUAGE COMPETENCIES:

• Proficiency in English is required: excellent communication and writing skills, including fluency in speaking, ability to write clearly and concisely

6. UNICEF RESPONSIBILITIES.

UNICEF shall have no obligation to provide any assistance to the selected service provider in performing the services other than as expressly set forth herein:

- Provide information and feedback in a timely manner and as long as service provider's requests for information and feedback are also made to UNICEF within reasonable time.
- Provide the selected service provider with reasonable and timely access to UNICEF's personnel as may be required to perform the services.



- Provide the service provider's personnel with physical access (where applicable) to the necessary work area and equipment and any required identification badges and pass codes before work commences.
- A single point of contact responsible for representing UNICEF and assisting with the decision-making process regarding the engagement.
- UNICEF will give clearance at agreed milestones and deliverables in the project.
- Payment processing in accordance with the payment schedule agreed in the Contract and all other Terms and Conditions related to invoicing and payment instructions.

Note: For purposes of this section of the TOR, reasonable time will depend on the type of information; feedback and/or access but shall not be less than 2 business days.

7. OTHER

The Service provider to describe if there is/are any assumptions, Dependencies, Limitations, and Exclusions in this engagement, particularly if additional Roles and/or Responsibilities are to be played by UNICEF during the assignment.

8. Structure of the Proposals

Please structure your proposals in a clear, straightforward manner and in accordance with the outline of the respective sections below. Please separate your proposals into **two parts**:

- 1. Technical proposal
- 2. Financial/Price proposal

8.1 TECHNICAL PROPOSAL STRUCTURE:

***Technical proposals should follow the format below.** You may include URLs/links to showcase additional materials as part of your company's portfolio and proof of evidence.

The vendor shall submit in its Technical Proposal:



a) a complete <u>Company Overview Form including the execute summary of the company</u> profile and company expertise (max. 2 pages). Please refer to <u>Appendix B1- Part A;</u>

b) the complete <u>Technical Proposal Response Form</u> set forth in <u>Appendix B1-Part B;</u>

c) Three complete Client reference Information Forms set forth in Appendix B3;

d) Vendor Self-Checklist: Vendors shall complete the checklist in <u>Appendix B4</u> and submit it with <u>their technical proposals.</u>

e) Declaration by Proposer and Disclosure Agreement : Vendors shall complete the <u>Appendix B5</u> ("Declaration by Proposer and Disclosure Requirement") and submit it with <u>their technical proposals.</u>

f) The Request for Proposal for Services Form: Vendors shall complete the Request for Proposal for Services Form (Page 3 of RFPS) and included as part of the vendor's technical proposal.

8.2. COMMERCIAL PROPOSAL STRUCTURE:

Detailed instructions on submission of Commercial Proposals are indicated in Annex C-Price Schedules and Instructions.

Participating vendors are required to submit with their commercial proposal:

a) the rate card with the skill sets/job profiles that will apply during the <u>term of any</u> <u>potential Long-Term Arrangement</u>. <u>Kindly refer to <u>Section 11 below</u> for further information on the intent of UNICEF to establish long term arrangements to cover <u>potential additional work and the areas the LTAS should cover</u>. <u>Please use the **Appendix**</u> **C1-** for indication of RFPS skill sets/job Profiles and further instructions on provision of rate card).</u>

b). The all-inclusive fixed cost commercial proposal which will apply to the specific UNICEF's engagement described in this TOR (the "immediate needs"). When creating the commercial proposal, the Vendors should apply the same rate card that is proposed for use for any additional future work under a Long-term Arrangement (LTAS) concluded between UNICEF and the selected vendor(s). Please refer to paragraph a) above and **Appendix C2** for further instructions.

9. REFERENCES

Using the template in <u>Appendix B3</u> ("Client Reference Information Form") the service provider shall provide at least 3 (three) references from clients to whom they are currently



providing or have provided similar services to the ones described in this TOR within the last three (3) years. References shall include a detailed description of the services provided.

Note: UNICEF reserves the right to contact each client reference provided by the service provider. It is the service provider's responsibility to ensure that the client's contact details provided are <u>accurate</u> and to ensure that the <u>client will be responsive to UNICEF's</u> inquires. Please note that clients must be willing to **provide feed-back in writing**. Failure to include all the requested information may result in the service provider's submission being less favourable and or disqualified.

10. Evaluation process and methods

Proposals submitted in response to the RFPS that will be received in time, and which will respect all requirements (e.g. strict separation of technical proposal and commercial proposal) will be reviewed by a group of assessors.

According to the standard procedure of UNICEF, technical proposals will be reviewed first (before opening the commercial proposals).

The established RFPS evaluation process of Proposals is as follows:

10.1. Technical Evaluation

The technical evaluation will be accomplished without reference to cost. As part of the evaluation, UNICEF may request that proposers provide additional information to substantiate their claims. This may include, but is not limited to, request for documentation, link to the website, request for clarifications etc.

The Criteria for evaluation of Proposals has been divided into two types of requirements (Mandatory (Pass/Fail) and Optional (scored criteria). Please refer to RFPS <u>Appendix</u> <u>B2 – Technical Evaluation Criteria</u> for the list of criteria and respective classification.

The evaluation of Proposals will take into account not only whether the Proposer's solution meet a Requirement (Mandatory and/or Optional) but also the degree of compliance with the requirement (i.e. meets; exceeds expectations; below expectations etc.).

The evaluation process will be as follows:



Requirements identified as "Mandatory" in <u>Appendix B2 – Technical Evaluation</u> <u>Criteria Requirements</u> will be assessed following a double process:

1. Determination of Meeting the Mandatory Requirements (Pass/Fail):

<u>Passing criteria:</u> A Proposal **MUST** meet all the mandatory requirements listed in <u>Appendix B2</u>. Documents to support these requirements must be submitted with the Proposal.

Any Proposal that cannot meet all Mandatory requirements will be <u>disqualified as being technically unacceptable</u> and rejected at this <u>stage without further consideration.</u>

However, UNICEF also reserves the right to waive mandatory requirements in the following instances:

i. In the event that none of the submitted proposals meet all the mandatory requirements, UNICEF reserves the right to allow to pass to the next step of evaluation the proposals that in their sole discretion most closely meet the requirements,

And

ii. UNICEF also reserves the right to waive mandatory requirements provided that all of the otherwise responsive proposals failed to meet the same mandatory requirements and/or doing so does not otherwise materially affect the procurement. This right is at the sole discretion of UNICEF.

2. Scoring of Mandatory Requirements in accordance with the technical criteria and following the Scoring Criteria Explanation also indicated in Appendix B2.

Once a Mandatory Requirement has been assessed by UNICEF as "pass" or "complied", it will then be re-evaluated to determine the degree of compliance with the requirement and a numeric score will be allocated to it. Please refer to Scoring Criteria Explanation in <u>Appendix B2.</u> for further information.

10.1.2. Step 2 (Optional Requirements):



Requirements marked as "<u>Optional</u>" in <u>Appendix B2</u> - will then be assessed and scored within the <u>maximum points per Optional Requirement and following</u> the Scoring Criteria Explanation also indicated in <u>Appendix B2</u>.

10.1.3. Step 3 (Overall Mandatory+ Optional Requirements) Scoring:

<u>Passing criteria</u>: Proposals that do not obtain at least **50 points** out the maximum obtainable technical score on the mandatory criteria (**80 points**) will be considered technically non-compliant and rejected at this technical stage without further consideration.

10.2. Commercial Evaluation

Subsequent to the technical evaluation, those Proposals found to be acceptable will be further evaluated in terms of cost.

Proposers are required to submit their Commercial Proposals in accordance with the instructions and as per the format provided in Annex C ("Price Schedules") and Appendixes C1 and C2 to this RFPS.

The methodology for allocating points among Commercial proposals is as follows:

20 (maximum points) * Price of lowest priced proposal Score of price proposal X =

Price of proposal X

10.3. Overall Combined Technical/Commercial Score

The scores attained by the Proposers in the technical and commercial evaluations will be combined to attain the overall score, and the Proposals will be ranked accordingly. The overall combined (Technical + Commercial) maximum of points that could be allocated to a Proposal is 100 points.

Off the maximum combined points, the technical proposal score will account for 80 points and the commercial proposal score for 20 points.

The companies will be ranked based on their overall scores.

10.4. Financial Stability check



At this stage and as part of due diligence, UNICEF will also review the financial stability of the highest ranked Proposer(s).

10.5. Recommendation

The recommendation for award will be made based on best combination of technical and price score and based on the results of the reference checks and financial stability of the Proposer(s).

10.6. Final Award(s) and LTAS(s)

Based on award recommendation, LTAS negotiations may also be initiated with one or more successful Proposer(s) to cover potential future needs of UNICEF in the same area. Kindly refer to <u>Section 11 in this Annex B-TOR</u> for further information.

11. LTAS (Optional for UNICEF)

The immediate needs of UNICEF are indicated in this Terms of Reference and will result in the selection of a vendor to enter into a contract for this particular scope. However, UNICEF reserves the right to select the same and/or other vendor(s) based on the results of the RFPS to enter into long-term arrangement for services (LTAS) to assist UNICEF with potential future projects at UNICEF that are related to data, metadata, and information extraction from data publications including but not limited to surveys, censuses, administrative data, and other sources.

Should UNICEF elects to enter into LTAS with one or more vendor(s), the LTAS will be for an initial period of four (4) years with an option for UNICEF to extend the term for up to two (2) additional periods of 12 months each, at the discretion of UNICEF and subject to the satisfactory performance by the vendor(s).

LTAS(s) are contractual frameworks in which UNICEF and a selected vendor agree on a list of services, the conditions of their delivery and their prices, for a defined period of time. The LTAS itself is non-financially binding. In that sense, these LTAS may be considered as an intermediate step towards a purchase order (POs)/Contract (ICs). It is the purchase orders (POs)/Contracts (ICs) issued under the LTAS and not the LTAS itself that constitute legally binding contracts.

Therefore, purchase orders (POs)/Contracts (ICs) are produced by UNICEF on the basis of the LTAS, specifying services, quantities and time scope.



NOTE 1: For the purpose of efficiency and to encourage potential synergies in the United Nations system, we also request that the selected vendor accepts to extend the outcome of this RFPS process to all other entities of the UN system, who could either piggy-back on the UNICEF LTAS (as is) or use the conclusions of this RFPS's selection process to negotiate and implement a similar LTAS. Therefore vendors shall recognize in its response to the RFPS that all other UN entities, agencies, funds or programmes of the UN system, shall have the right to purchase the same or similar services from the selected vendor(s) at their sole discretion and under the same terms and conditions including pricing that would apply between UNICEF and the selected vendor(s).



APPENDIXES

APPENDIX B1- VENDOR RESPONSE GUIDELINES

In order to both facilitate the vendor's work when preparing an answer to this RFPS and to help UNICEF compare offers efficiently, all vendors are requested to use the following response templates.

Proposals from vendors who do not use or respect the instructions indicated in this template might be disqualified from the procurement process or suffer significantly lower assessment scores when compare with other proposals.

Appendix B1- Part A: Summary of the company profile and company expertise

RFPS#	
Date:	
Full company name:	
Address:	
Country:	
RFPS Contact Person and Title:	
Legal Status (e.g. Partnership, Private Limited Company, Government Institution)	
Year Established	
Number of Employees	
E-mail address:	
Tel:	
Web Site:	



Summary of any changes in your company's ownership during the last 5 years	
Pending lawsuits, if any;	
The most recent and last 3 (three) years Audited Financial Statements.	
Background on institution: This include institutional expertise and services, affiliations, regional coverage, etc.	

Note: You can add up to two pages max. of information about your company.



Appendix B1- Part B: Technical Proposal response form

Purpose	In your own words, please confirm why it is important for UNICEF to conduct this assignment, understanding of the scope purpose of this initiative and the added value brought by your institution/team.		
Methodology	UNICEF to conduct this assignment, understanding of the scope purpose of this initiative and the added value		
Format	Give an indicative format of key deliverables		



Qualifications	 a. Please review your qualifications and comparative advantages in terms of meeting the requirements of this RFPS. Outline the key qualifications brought by your institution to this assignment. Explain specifically your history of relevant work experience that relates specifically to this initiative. b. Include an indicative list of previous institutional clients. c. Provide a detailed profile of the technical team that will be assigned to this contract. Please attach CVs for all individuals with their designated roles/functions clearly stated. 	
Quality	 a. Please describe how you propose to measure the quality levels of the metadata you extract from our source data. By what tools, processes, metrics? b. How do you propose to define a Service Level Agreement based on the quality measurement. 	
	Agreement based on the quality measurement you define above? c. Please describe your proposed remedies in that	
	case that thresholds are not met.	
Resourcing	 Please describe your capacity for scalability for changing needs, as data sources will be continuously aggregated and edited. 	
	 Please describe your availability during core working hours in New York¹. 	

¹ UNICEF NY core working hours includes:

- (i) USA Eastern Time working hours (9:00 am to 5:00 pm) (40 hours/week);
- (ii) 5 days a week, Monday through Friday.



Technical capabilities	a. b. c. d.	Please list experience on data-centric projects with any/all languages (see <u>Appendix B6</u> for list of current languages needed). Please detail experience working on data- centric projects with UNICEF, the UN System at large, government entities or NGOs on data related to child and maternal wellbeing, statistical data, survey/census data. Please detail experience extracting and identifying entities, dates, titles and other data fields from un-structured and semi-structured sources. Please describe your OCR experience and any experience processing scanned PDFs which are not machine readable. Please detail software and packages you propose to use.
Security	a.	Please describe how you adhere to information security best practices, including conformance to international standards such as ISO/IEC 27001 ²

² <u>https://www.iso.org/isoiec-27001-information-security.html</u>



Appendix B2: Technical Evaluation Criteria

The Technical Proposals will be evaluated against the following:

REF	CATEGORY	Type (Mandatory / Optional)	Complied? Yes/No	POINTS	Proposal Page/Section Reference for explanation and supporting documents
1	 Technical Skills of Company and Personnel to be assigned to this contract – Demonstrated: Advanced ability to extract quantitative data and metadata from structured and unstructured sources coming from various source formats (PDF, MS-Word, Excel, CSV, R, STATA, SPSS, etc.) Strong capability to generate structured, normalized data and metadata outputs following data extraction Demonstrated implementation of and adherence to security standards Ability to extract data and metadata from multiple languages, both latin and non- latin alphabets. Mature use of metrics to measure quality levels of outputs Strong ability to assess and tune confidence levels for 	Mandatory		35	



	outputs based on desired precision/recall balance			
2	Relevant Background and Experience of Company and Key Personnel to be assigned to this contract – Demonstrated: • Documented formal training and practical experience providing technical support in the area of quantitative data and metadata extraction from survey, census and other microdata sources • Experience working with confidential or sensitive data sets including personally identifiable information • Project experience extracting data from sources in Latin and non-Latin languages • Experience using best of breed tools and frameworks relevant to the project	Mandatory	2	5
3	 Proposed Methodology and Approach – Demonstrated: Detailed proposal with main tasks, project tracking methods, and key outputs identified. Vision and sound methodology for achieving key outputs. Clear identification of proposed toolkits. Realistic and timed plan of action. 	Mandatory	2	0



4	Acceptance of UNICEF's General Terms and Conditions for Institutional/Corporate Contracts without modifications.		Optional		5	
Maximum Total Technical Score (Mandatory + Optional):				85		
		Only proposals which criteria will be conside		n of 50 points on	mandatory	

Scoring Criteria Explanation	% of Maximum Score
No information provided/Did not meet the requirement	0%
Partially met the requirement	50%
Fully met the requirement	75%
Exceeds the requirement	100%

Overall Technical Score

Minimum passing score = 50 points of maximum obtainable score on mandatory criteria

To be technically compliant, the Proposal must score a minimum Overall Technical Score of 50 points of the maximum obtainable score of 80 points on mandatory criteria.

Examples:

- If Proposer A's proposal fails Mandatory Requirement, such Proposer A is eliminated and **not considered further.**
- If Proposer B's technical proposal passes Mandatory Requirements (Pass/Fail step) but does not attain a minimum of 50 points on scored mandatory criteria, such Proposer B is considered non-compliant.
- If Proposer C's proposal passes Mandatory Requirements and scores at least 50 points on the Scored Requirements for mandatory criteria, such Proposer C is considered technically compliant.



Please provide the following contact information for each client reference submitted (Please expand the form if needed).

Reference 1

Company Name:	
Contact Name and Title:	
Phone:	
E-mail:	
Address:	
Value of Contract:	
Company Size 1 (number of	
employees)	
Industry/Market Sector (private,	
public, non-for profit).	
Detailed description of the	
actual services provided by	
your company (i.e. types,	
geographical coverage etc.).	
Duration of the services	
(months):	
Start date (month/year):	
Completion date (month/year):	
Full Description of Reference Se	rvices (please expand as necessary):

Reference 2

Company Name:	
Contact Name and Title:	
Phone:	
E-mail:	
Address:	
Value of Contract:	
Company Size 1 (number of	
employees)	
Industry/Market Sector (private,	
public, non-for profit).	
Detailed description of the	
actual services provided by	
your company (i.e. types,	
geographical coverage etc.).	



Duration of the services	
(months):	
Start date (month/year):	
Completion date (month/year):	
Full Description of Reference Se	rvices (please expand as necessary):

Reference 3

Company Name:		
Contact Name and Title:		
Phone:		
E-mail:		
Address:		
Value of Contract:		
Company Size 1 (number of		
employees)		
Industry/Market Sector (private,		
public, non-for profit).		
Detailed description of the		
actual services provided by		
your company (i.e. types,		
geographical coverage etc.).		
Duration of the services		
(months):		
Start date (month/year):		
Completion date (month/year):		
Full Description of Reference Services (please expand as necessary):		

<u>UNICEF reserves the right to contact each client reference provided by Proposer. It is Proposer's</u> responsibility to ensure that the contact details provided above are accurate and to ensure that your client will be responsive to **UNICEF's written inquires**.

<u>Please Note: Failure to include all the requested information may result in your submission being</u> <u>less favorable and/or disqualified. Please provide additional documentation if necessary.</u>



Vendors shall complete the following checklist and submit it with their technical proposals:

		YES	NO	Comments
		0		(Please refer in
				your proposal
				where to find the
				information)
^	Proposer has completed and included in the Technical			mormation
<u>A</u>	Proposal:			
1	Completed Company Overview Form including the execute			
	summary of the company profile and company expertise			
	(max. 2 pages). Please refer to <u>Appendix B1- Part A.</u>			
2	Completed Technical Proposal Response Form set forth in			
	Appendix B1-Part B;			
3	Vendor possesses the minimum qualifications and fulfils			
	the mandatory requirements indicated in the Annex B-TOR			
	(supporting documents have been submitted where			
	applicable).			
5	Three (3) client references for similar services projects			
	have been provided using Appendix B3			
6	All client references have confirmed availability to provide			
	writing responses to UNICEF's inquiries (if requested).			
7	This completed Appendix B4- Vendor Self-Checklist.			
8	Completed Declaration by Proposer and Disclosure			
	Agreement following form in <u>Appendix B5</u> .			
9	Request for Proposal for Services Form in RFPS			
	package page 3 has been signed and is included in the			
	technical proposal (please indicate where it can be located)			
В	Proposer has completed and included in the			
	Commercial Proposal:			
10	Price Proposal, in accordance with instructions and as per			
	the format provided in ANNEX C ("Price Schedules") to this			
	RFPS, in U.S. dollars (USD).			
11	Complete Appendixes C1- LTAS Rate card and C2-Fixed			
	cost proposal for "immediate requirements"			
12	Quoted in United States Dollars (USD)			
С	Administrative Requirements			
13	Technical and Financial proposals have been emailed as			
	separate attachments and following all instructions			



	indicated in Section 1- Subsection 1.9: "Marking and		
	Returning of Proposals" of the RFPS document.		
14	Technical Proposal does not contain information of financial nature.		
D	Legal Requirements		
15	Details of any current legal action the company is involved in, are included in the proposal. Please indicate where.		
16	UNICEF General Terms and Conditions for Services have been reviewed and are (please mark whatever option is applicable):		
	a). I fully acceptable, or;		
	b). The reviewed by Contractor's Legal Office and comments are provided. (<i>please indicate where in vendor's proposal</i>)		
	Note : Please note that changes to UNICEF's General Terms and Conditions will be <u>viewed less favourable and</u> <u>may result in your proposal not being selected for</u> <u>award</u> . Likewise, notification of intend of award to a vendor does not mean UNICEF's acceptance of deviations or modifications on UNICEF GTC's as proposed by vendor.		
17	A complete set of any additional legal terms and conditions, which vendor expect to have included in a contract negotiated with the UNICEF shall be provided in the technical proposal (where applicable). Kindly confirm submission of complete set of additional terms and conditions, if any, and indicate where it can be located. Please note that any additional terms and conditions by vendor will be taken into account to determine the acceptability of a Proposal and might result in the proposal not being eligible for award at any point during the procurement process.		
	Note: Notification of intend of award to a vendor does not mean UNICEF's acceptance of any additional legal terms and conditions proposed by vendor for inclusion in a contract.		



Appendix B5- Declaration by Vendor and Disclosure Requirement

Confidentiality

This RFPS or any part thereof, and all copies thereof must be returned to UNICEF upon request. It is understood that this RFPS is confidential and proprietary to UNICEF, contains privileged information, part of which may be copyrighted, and is communicated to and received by vendors on the condition that no part thereof, or any information concerning it may be copied, exhibited, or furnished to others without the prior written consent of UNICEF, except that vendor may exhibit the specifications to prospective sub-contractors for the sole purpose of obtaining Proposals from them. Notwithstanding the other provisions of the RFPS, vendors will be bound by the contents of this paragraph whether or not their vendor submits a Proposal or responds in any other way to this RFPS.

Contract

All firms responding to this RFPS shall acknowledge in their Proposal that UNICEF Terms and Conditions for Institutional/Corporate Contracts are acceptable (RFPS-Annex A). In addition, all firms responding to this RFPS are required to acknowledge in their Proposal, by completion and submission of this Declaration by Vendor and Disclosure Requirement, that the proposed terms and conditions are acceptable. However, if any of UNICEF Terms and Conditions for Institutional/Corporate Contracts or any of the above terms and conditions is not acceptable, the Vendor is required to indicate in the Proposal with specificity any reservation(s) it has in respect of any of them and must provide alternative language to the particular clause. Please note, however, that such reservation(s) or deviation(s) will be taken into account, in the sole discretion of UNICEF, in the evaluation of the Proposal, including the comparative evaluation with other Proposals and might result in the rejection of the Proposal.

Prime contractor's responsibility/subcontractors

UNICEF wishes to establish a contract with <u>only prime contractor(s)</u> to fulfill all the requirements set forth in this RFPS. Therefore, any contract that may result from this RFPS shall specify that the prime contractor is solely responsible for the fulfillment of the contract with UNICEF. UNICEF will make contract payments to the prime contractor(s) only.

The use of subcontractors must be clearly explained in the proposal and must be **identified by** <u>name</u>. The Contractor shall obtain the prior written approval and clearance of UNICEF for all subcontractors. Please note that approval of sub-contractors will be considered only when the vendor is recommended for the award. <u>However, vendors are required to disclose as part of</u> <u>their proposal whether they are planning to use sub-contractors and is so, sub-contractors</u> <u>must be identified.</u> The prime contractor(s) shall be wholly responsible for the entire performance whether or not subcontractors are used.



RFPS-NYH-2019-503045 Appendix B5

Declaration by Vendor and Disclosure Requirement

The undersigned represents to UNICEF as follows (check as appropriate):

1. Vendor accepts UNICEF General Terms and Conditions for Institutional/Corporate Contracts (RFPS-Annex A).

YES, I ACCEPT
NO, I DON'T ACCEPT

2. Vendor, if awarded a contract/LTAS, may be liable for liquidated damages if provided for in this RFPS or the contract/LTAS.

YES, I AGREE
NO, I DON'T AGREE

3. Vendor is aware that UNICEF is not committed to award a contract, LTAS, or to reimburse any costs incurred by the Vendor in connection with the RFPS process.

YES, I AGREE NO, I DON'T AGREE

4. Vendor is aware that neither the RFPS, nor any of its annexes, and appendixes including this Appendix B5, constitutes any agreement or contractual relationship between UNICEF, or the UN or any of its entities, and the Vendor. The Vendor acknowledges that the sole purpose of the RFPS and its annexes and appendixes is to enable vendors to submit a Proposal; The Vendor will not regard or seek to rely upon the RFPS or any of its annexes and appendixes as a Proposal on the part of UNICEF capable of acceptance by the Vendor.

YES, I AGREE NO, I DON'T AGREE

5. Vendor acknowledges that Proposals are evaluated according to UNICEF Financial Regulations and Rules.

YES, I AGREE
NO, I DON'T AGREE

 Vendor is familiar with and accepts the payment terms indicated in UNICEF General Terms and Conditions for Institutional/Corporate Contracts and Section 4.4 of Annex B-TOR to this RFPS.

YES, I AGREE
NO, I DON'T AGREE



7. If selected, vendor agrees to keep the quoted rates/prices in effect for the duration of the initial contract/LTAS term and during optional contract renewals up to a maximum of four (4) years.

YES, I AGREE
NO, I DON'T AGREE

8. Vendor recognizes the right of UNICEF to cancel contracted services at any time at no cost.

YES, I AGREE
NO, I DON'T AGREE

9. In the event the Vendor is a U.S. entity, Vendor will indicate in its Proposal whether or not the prices specified therein are currently subject to GSA Federal Supply pricing and state the GSA Contract Number and Expiration Date.

YES, I AGREE
NO, I DON'T AGREE

10. Vendor's Proposal will be valid for the period stipulated in Section 3.1 (Validity of Proposals) Page 7 of the RFP.

YES, I AGREE
NO, I DON'T AGREE

11. Vendor is familiar with and accepts UNICEF's conditions for the withdrawal and modification of Proposals and UNICEF's rules governing errors in Proposals.

YES, I AGREE
NO, I DON'T AGREE

12. Vendor acknowledges that any costs it may incur in connection with the submission of a Proposal to UNICEF are at the sole expense of the Vendor.

YES, I AGREE
NO, I DON'T AGREE

13. Vendor shall promptly inform UNICEF in writing of any Proposal submitted, or likely to be submitted, by a holding, parent, subsidiary, or affiliated company of the Vendor in response to this RFPS of which it is aware, or ought reasonably to be aware.

YES, I AGREE
NO, I DON'T AGREE

14. If selected, vendor acknowledges and agrees that other UN agencies, funds or programmes should have the right to purchase the same or similar services from selected vendor (s) at their sole discretion under the same terms and conditions (including pricing)

YES, I AGREE
NO, I DON'T AGREE



REGISTERED OFFICE OR OTHER ADDRESS OF VENDOR: POSTAL ADDRESS:

TELEPHONE NUMBERS:

FACSIMILE NUMBERS

Signature of authorized official of Vendor or person otherwise authorized to sign the bid on behalf of the Vendor

SIGNATURE:

DATE OF SIGNATURE:

NAME (Block Letters):

POSITION HELD:



Appendix B6: List of Languages Needed for UNICEF Data Catalogue Tagging

- Arabic
- Albanian
- French
- Catalan
- Portuguese
- Spanish
- Armenian
- German
- Turkish
- Bengali
- Russian
- Croatian
- Bulgarian
- Cambodian
- Mandarin
- Japanese
- Thai
- Czech
- Persian
- Swazi
- Amharic
- Hindi
- Lao
- Vietnamese
- Ukrainian
- Korean
- Greek
- Hebrew