

## **Request for Proposal (RFP)**

**Reference No: AUAF-RFP-19-007**

Issue Date: 11 June 2019

Deadline: 20 June 2019

### **Project**

**Replacement of chiller and freezer units at cafeteria of international campus**

Required Proposals must be submitted in sealed two Envelopes,  
(1) “Technical Proposal” (2) “Cost Proposal

**Pre-Proposal Conference/Site Visit: 16 June 2019 at 02:00 PM**

The Proposal will be accepted only from offerors who attend the Pre-Bid Conference/Site Visit, and who provides Bid or Proposal Security.

The Proposal will be accepted from 12:30 to 02:30 PM on 20 June 2019.

All Companies are required to sign the registration document at the gate at the time of submission of the proposal.

The American University of Afghanistan  
Darul Aman Road,  
District 6, Kabul, Afghanistan

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## Annex 1 - Instructions to Offerors

**Introduction:** American University of Afghanistan (hereinafter referred to as “AUAF”), is issuing a Request for Proposals (RFP) for the replacement of chiller and freezer units at the AUAF’s International Campus. The following RFP contains specific submission requirements, scope of work, technical specifications, drawings, and requirements, as well as terms, conditions, and other pertinent information necessary for submitting a proposal.

The American University of Afghanistan (AUAF) is Afghanistan's only private, not-for-profit, institution of higher education, offering internationally-supported degree programs and education. AUAF is seeking qualified construction companies to submit their proposals for the replacement of chiller and freezer units as listed in Section 8 of this RFP. All interested construction companies who have similar experience and qualification in construction are invited to submit their offers.

**Deadline and Protocol:** Offerors should submit their proposals for the anticipated Subcontract by hard copies to the AUAF Procurement Department on Darul Aman main road, Kabul, Afghanistan by no later than 02:30 pm Kabul time, on 20 June 2019.

**Pre-Proposal Conference:** AUAF realizes that offerors may have additional questions after reading this RFP. In response, AUAF is planning to hold a Pre-Proposal Conference/Site Visit at the AUAF’s International campus at Darul Aman Road, Kabul, at 02:00 PM on 16 June 2019, to provide prospective offerors an opportunity to learn more about the AUAF, to have questions about this RFP answered, to do a technical review of the drawings and specifications, and to learn more about the proposal and Subcontracting process. AUAF encourages all interested offerors to attend the pre-proposal conference. Pre-registration to attend the proposal conference is required. **AUAF will not accept proposals from companies who have not attended the Pre-Proposal Conference.**

### Questions and Pre-Registrations:

Please send your requests of pre-registration for the pre-proposal conference and any advance questions to the AUAF Procurement Department by sending an email indicating your questions or attendance at the pre-proposal conference at [procurement@auaf.edu.af](mailto:procurement@auaf.edu.af) and [hhemat@auaf.edu.af](mailto:hhemat@auaf.edu.af) by 04:00 PM on 16 June 2019. The email shall contain all questions. For pre-registration, AUAF needs the name(s), tazkira and/or passport number(s) of your representative(s) at least 24 hours before the pre-proposal conference. Failure to furnish this information will lead in disapproving your request for the pre-bid conference.

**Note:** This RFP does not obligate AUAF to execute a Contract nor does it commit AUAF to pay any costs incurred in the preparation and submission of the proposals. Furthermore, AUAF reserves the right to reject any and all offers, if such action is considered to be in the best interest of AUAF.

### Chronological List of Proposal Events

The following calendar summarizes important dates in the solicitation process. Offerors must strictly follow these deadlines.

RFP announcement & Published	11 June, 2019
Deadline for written questions	16 June, 2019
Pre-Proposal conference Pre-registration deadline	15 June, 2019
Answers provided to questions/clarifications	16 June, 2019
Site visit and Pre-bid conference	16 June, 2019
RFP due date	20 June, 2019

The dates above may be modified at the sole discretion of AUAF. Any changes will be published in an amendment to this RFP.

**Annex 2 - RFP terms and Conditions (The Regulations, Terms and Conditions cited in this RFP will be applicable to the anticipated contract).**

**1. Government Withholding Tax**

Pursuant to Article 72 in the Afghanistan Tax Law effective March 21, 2009, AUAF is required to withhold "contractor" taxes from the gross amounts payable to all Afghan/International for-profit Contractors/vendors. In accordance with this requirement, AUAF shall withhold two percent (2%) tax from all gross invoices to Afghan Contractors/vendors under this contract with active business license. Before the signing of this contract, the Contractor/vendor will provide a copy of the organization's business license and TIN (Tax Identification Number). Amounts deducted from the invoices will be forwarded to the Ministry of Finance (MOF) Tax Division credited to the firm's TIN. Records of payments to the MOF shall be maintained on file with AUAF.

**2. Penalty Charges**

If the offeror fails to provide the specified construction services in the Statement of Works of this RFP, AUAF shall, without prejudice to its other remedies under the Subcontract price, as liquidated damages, deduct a sum equivalent to the damages caused by not delivering required services until actual delivery.

**3. Eligibility for USG Fund:**

AUAF shall not award a contract/subcontract to any firm or firms' principals who are debarred, suspended, or otherwise considered ineligible by U.S. Government.

Terrorism Executive Order 13224

The Contractor must agree and certify to take all necessary actions to comply with Executive Order No. 13224 on Terrorist Financing; blocking and prohibiting transactions with persons who commit, threaten to commit, or support terrorism.

E.O. 13224 is available at:

<https://ustreas.gov/offices/enforcement/ofac/programs/terror/terror.pdf>. The attachment does not include 'Names of Those Designated' after 23 September 2001; therefore, Contractors are required to obtain the updated list at the time of procurement of goods or services. The updated list is available at: <http://www.treas.gov/offices/enforcement/ofac/sdn/>. Additional restricted party screening may also be performed through the Excluded Parties List System, which is available online at the following address: <https://www.epls.gov/>.

**4. Sub-contracting:**

In the event the Contractor requires the services of subcontractors, the Contractor shall obtain prior written approval of AUAF for all such subcontractors. The approval of AUAF shall not relieve the Subcontractor of any of obligations under the anticipated Subcontract, and the terms of any Subcontract shall be subject to and in conformity with the provisions of the anticipated contract.

**5. Source, Origin and Nationality**

The authorized USAID geographic code for this RFP and any resulting Contract is **Code 937**. Code 937 is defined as the United States, the cooperating country, and developing countries other than advanced developing countries, and excluding prohibited sources. A list of developing countries, advanced developing countries, and prohibited sources, is available in USAID's Automated Directives System, ADS 310 (<http://www.usaid.gov/policy/ads/300/310.pdf>). All commodities and services supplied under any Contract resulting from this RFP must meet this geographic code in accordance with the US Code of Federal Regulations (CFR), **22 CFR §228**.

The following applies to this RFP, all related correspondence, and any resulting Contract:

A. Definitions:

1. **Cooperating Country:** "Cooperating country" means Afghanistan.

2. **Source:** “Source” means the country from which a commodity is shipped to the cooperating country or the cooperating country itself if the commodity is located therein at the time of purchase. However, where a commodity is shipped from a free port or bonded warehouse in the form in which received therein, “source” means the country from which the commodity was shipped to the free port or bonded warehouse.
  3. **Nationality:** “Nationality” refers to the place of incorporation, ownership, citizenship, residence, etc. of suppliers of goods and services. If the Offer is an individual, the Offeror must be a citizen or lawful permanent resident (or equivalent immigration status to live and work on a continuing basis) of a country in **Code 937**. If the Offeror is an organization, the organization must (1) Be incorporated or legally organized under the laws of a country in **Code 937**; (2) Must be operating as a going concern in a country in **Code 937**, and either (3) Be managed by a governing body, the majority of whom are citizens or lawful permanent residents (or equivalent immigration status to live and work on a continuing basis) of countries in **Code 937**, or (4) Employ citizens or lawful permanent residents (or equivalent immigration status to live and work on a continuing basis) of a country in **Code 937**, in more than half its permanent full-time positions and more than half of its principal management positions.
  4. **Prohibited Source:** Burma (Myanmar), Cuba, Iraq, Iran, Laos, Libya, North Korea, (North) Sudan, and Syria. The offeror resulting from this RFP may not supply any equipment, items, and goods that are manufactured or assembled in, shipped from, transported through, or otherwise involving any of the above listed prohibited sources.
- B. Application: The source and nationality of all equipment and services in response to this RFP must meet the USAID geographic **Code 937** requirements in accordance with **22 CFR §228**.
- C. No items, items with components from, or related services may be offered from any prohibited source. Related services include incidental services pertaining to any/all aspects of this work to be performed under a resulting Subcontract (including transportation, fuel, lodging, meals, and communications expenses).

All equipment and items proposed through any offer in response to this RFP must meet geographic **Code 937** and must be new and unused and must. In addition, all electrical commodities must operate on 240V, 50Hz.

## **6. Inspection**

AUAF shall have reasonable time to inspect the constructions works, items, goods & materials, machineries, labors, and services and to reject acceptance if not conforming to the statement of works, technical specifications, technical drawings, and IBC code of the anticipated Contract.

## **7. Materials and Workmanship**

All materials and workmanship shall be in accordance with the International Building Code (IBC).

**Annex 3 -**

**8. Statement of Works/Services:**

The American University of Afghanistan (AUAF) intends to contract with an experienced and qualified construction company for the Replacement of chiller and freezer units. Project is based on and in strict accordance with the IBC Code, attached drawings, technical specifications, and the Scope of Works (SOW). The scope of the work is, but not limited to the following:

- To submit the work schedule for the entire project
- To remove the existing cooling units both indoor & outdoor from Freezer and chiller rooms of Cafeteria, including all electrical wiring and conduit system.
- Removal of existing canopy from the roof of cafeteria that covers the outdoor units of cooler and freezer room.
- To provide new cooling units package for chiller and freezer room in the cafeteria as per the specification & capacity required by AUAF
- To install new cooling units as per standard procedures and witness by AUAF technical staff
- To submit AUAF the complete technical specification of proposed cooling units with control panel to supply along with product data sheet
- Upon approval of the proposed product contractor will order and deliver the required product within 30days
- To do all necessary prep works brackets, stands prior to the arrival of the new cooling units
- To provide new wiring and cabling for the units
- To provide proper roof penetration in order to avoid water leaks from the roof
- To provide separate or independent complete control panel System, PLC type, each cold room for chiller and freezer.
- To provide digital visible room temperature metering system, each cold room, unintegrated from chiller and freezer control system.
- To improve cold rooms' internal lighting system.
- To keep working area clean on daily basis
- To test and commission newly installed cooling units and control panel
- To submit the weekly progress report
- To provide one year preventive maintenance fast-moving spare parts
- To provide complete contact information list of Suppliers of Cold Rooms and control Panel major and maintenance replacement maintenance spare parts (such as compressor, evaporator & condenser motors expansion & solenoid valves etc. for cold rooms. PLC, control screen display and electronic component etc. for Control panel)
- To provide one year warranty for the installed equipment

**B. Technical Specifications:**

The technical specification file is attached as a different file to this RFP.

**C. Technical Drawings:**

The technical drawings package is attached as a different file to this RFP.

**D. Deliverables Schedule:**

The project is to be completed in 1 months (30 calendar days). This takes into account the site works, utility works, Electrical, HVAC, Plumbing, design, constructions, and all works in strict accordance with the above mentioned requirements.

The offerors shall submit the deliverables described above and in accordance with the following deliverables schedule:

<b>Deliverable Number</b>	<b>Deliverable Name</b>	<b>Due Date</b>
1	[Insert deliverable name from II.3]	X weeks after Contract signing
2	[Insert deliverable name from II.3]	Y weeks after Contract signing

\*Deliverable numbers and names refer to those fully described in A, B, and C above.

**E. Warranty Terms**

All works performed under the anticipated contract need to be conforming to the scope of works, technical specifications, technical drawings, and International Building Code (IBC). The vendors shall confirm that the work performed conforms to the listed requirements and is free of any defect in works/services.

**F. Safety and Liability:**

The vendors confirms and assumes all responsibility for the safety of the workers on the job sites for this project. The vendors is liable for providing medical care and rehabilitation for workers injured as a result of an employment related accident.

In addition to the above, Subcontractors under federal contracts are also required to obtain DBA insurance provisions, and such coverage shall be included by AUAF as part of the anticipated Subcontract. If the subcontractor fails to obtain DBA coverage for its employees will lead to Termination for default.

**G. Bill of Quantity**

The Bill of Quantity (BoQ) is attached as a different file to this RFP.

**H. BID OR PROPOSAL SECURITIES**

In accordance with AUAF Policy Part 3. 3.5-2 “Bid OR PROPOSAL SECURITIES” AUAF has the rights of requiring a bid or proposal security. Request of a bid or proposal security is advisable for all construction contracts or any other contracts determined by AUAF. For this RFP and the anticipated contract, AUAF requires a proposal security (bid guarantee) in the form of the offeror’s commitment e.g., bid bond supported by good and sufficient surety or sureties acceptable to AUAF. The proposal security needs to be in the amount of two (2) percent of the vendors’ total bid value. The proposal security amount need to be deposited to the offeror’s Bank, and the Bank needs to provide an irrevocable letter of credit confirming that the two (2) percent amount is retained by the bank. The irrevocable letter of credit needs to be attached with the offeror’s cost proposal. The Proposal Security amount will be released to unsuccessful vendors after the evaluation process of the anticipated contract is finalized by AUAF.

Failure to furnish the Proposal Security in the proper form and amount, by the time set for opening of proposals, will be cause for rejection of the proposal.

**Annex 4-**

**9. Evaluation and Basis for Award:**

**Eligibility of Proposals for Technical Evaluation Process:**

#	Eligibility Terms	YES	NO
1	All interested offerors must attend the “Pre-Bid Conference/Site Visit session which dues on <u>16 June 2019</u> . <i>Proposals will not be considered from offerors who do not attend the Pre-Bid Conference/Site Visit and will be disqualified.</i>		
2	Offerors must have a valid business license to work with AUAF. <i>Proposal will not be considered from offerors who do not have a valid business license. Proof must be attached If the license renewal is under process.</i>		
3	Offerors must include the Proposal Guarantee to the cost proposal. <i>Proposal will not be considered from offerors who do not include a bid or proposal security in their proposal.</i>		

In evaluating proposals, AUAF will use the following evaluation criteria:

The proposals will be evaluated by using the criteria set out below and best value to AUAF considering both technical and cost factors. AUAF will use the Trade-Off Process (FAR Part:15.101-1). The Contract will be awarded to the responsible firm whose proposal is most the advantageous to the program, with price and other factors considered.

AUAF may reject all of the proposals submitted for good cause. AUAF may negotiate price or service provided in terms with one or more of the bidders if it feels that negotiations would improve the chances that AUAF receives better proposals.

S/No	Parameter	Score
1	<b>Past Experience in construction field:</b> Vendor should have ten (7) years of past experience in construction field in Afghanistan. The vendor needs to provide the contract copies of the listed contracts for the purpose of verification and to verify the 7 years’ experience.	0 - 20
2	<b>Similar Past Experience:</b> Vendor should have three similar contracts successfully completed in the past. The contracts/agreements/PO copies need to be provided within the proposal for verification purposes.	0 - 30
3	<b>Financial Capability:</b> The vendor must submit three (3) years financial statement i.e. (1397, 1396, and 1395) which can demonstrate the company’s financial ability to complete the project. AUAF doesn’t need the <u>Audit Report</u> , AUAF only need the <u>bank account statement</u> . Vendors need to verify that they have the required amount in their accounts.	0 - 20
4	<b>Work Plan, Deliverables, and Time Frame by Methodology:</b> The proposal must demonstrate the offeror’s complete work plan with specific deliverables, time frame, QAQC Plan, Safety Plan, and with detailed narrative of the methodology to achieve the contract requirements.	0 - 20
5	<b>Qualifications and experience of project staff:</b> The proposal of the vendor should demonstrate the CVs of two (2) technical and two (2) administrative staff for this project. The vendors need to provide the required universities documentation of its staff in order to show that the staff are technically qualified and have experience to complete this project.	0 - 20
	<b>Total:</b>	<b>100</b>

All evaluation factors other than cost or price, when combined, are significantly more than cost or price.

The evaluation criteria will be rated based on the below strengths, weaknesses, significant weakness, and deficiencies:

**Strength** is an aspect of an offeror's proposal that has merit or exceeds specified performance or capability requirements in a way that will be advantageous to AUAF during subcontract performance.

**Weakness** is a flaw in the proposal that increases the risk of an unsuccessful subcontract performance.

**Significant Weakness** in the proposal is a flaw that appreciably increases the risk of unsuccessful subcontract performance.

**Deficiency** is a material failure of a proposal to meet a requirement or a combination of significant weaknesses in a proposal that increases the risk of unsuccessful subcontract performance to an unacceptable level.

An agency can obtain best value in negotiated acquisitions by using any one or a combination of source selection approaches. In different types of acquisitions, the relative importance of cost or price may vary. For example, in acquisitions where the requirement is clearly definable and the risk of unsuccessful contract performance is minimal, cost or price may play a dominant role in source selection. The less definitive the requirement, the more development work required, or the greater the performance risk, the more technical or past performance considerations may play a dominant role in source selection.

The Federal Acquisition Regulations 15.101-1 Tradeoff process shall be used and is defined as follows:

(a) A tradeoff process is appropriate when it may be in the best interest of AUAF is to consider award to other than the lowest priced offeror or other than the highest technically rated offeror.

(b) This process permits tradeoffs among cost or price and non-cost factors and allows the AUAF to accept other than the lowest priced proposal.

## **10. Negotiations**

Best offer proposals will be requested. It is anticipated that a contract will be awarded solely on the basis of the original offers received. However, AUAF reserves the right to conduct discussions, negotiations and/or request clarifications prior to awarding a Contract. Furthermore, AUAF reserves the right to conduct a competitive range and to limit the number of offerors in the competitive range to permit an efficient evaluation environment among the most highly-rated proposals. Highest-rated offerors, as determined by the technical evaluation committee, may be asked to submit their best prices or technical responses during a competitive range. At the sole discretion of AUAF, offeror may be requested to conduct oral presentations. If deemed an opportunity, AUAF reserves the right to make separate awards per component or to make no award at all.



**Annex 5-**

**11. Offer Deadline:**

Offerors shall submit their proposals in hard copies. Emailed and faxed offers will not be considered.

Hard-copy offers must be received from 12:30 to 02:30 PM Kabul local time, on 20 June 2019, at the following address:

AUAF West Campus on Darul Aman Road, Next to Sanitarium Street, Kabul, Afghanistan.  
Hameedullah Hemat | Senior Procurement Specialist  
[hhemat@auaf.edu.af](mailto:hhemat@auaf.edu.af) | +93(0) 799 254 544

Offerors are responsible for ensuring that their offers are received in accordance with the instructions stated herein. Late offers may be considered at the discretion of AUAF. AUAF cannot guarantee that late offers will be considered.

**12. Proposal Submission guidelines:**

Proposals must be submitted in hard-copy only.

**Instructions for the Submission of Hard-Copies:**

Offerors wishing to respond to this RFP must submit proposals, in English, on A4 sized paper, 12-point Times New Roman font, single-spaced, in accordance with the following instructions.

All proposals must be submitted in two volumes, consisting of:

- Volume 1: Technical proposal
- Volume 2: Cost proposal

Proposal hard-copies must be submitted in sealed envelopes with one envelope containing the technical proposals and one envelope containing the cost proposal. Envelopes must be properly marked with the name of the offeror's company or organization. In case one or more companies or organizations are submitting a proposal in partnership, the name of the legally registered entity leading the partnership must be used. Names should be clearly printed on the envelope and addressed to the person designated in 9. Envelopes must be properly marked with the RFP number and title and state either "Technical Proposals" or "Cost Proposal", as applicable. An authorized representative of the company or organization submitting an offer must sign the cover page of each copy of the offer in blue ink. The Offeror's authorized representative must initial any changes hand-written on the hard-copies of the offer.

The signed/stamped copy of the technical and cost proposals must be submitted in a CD using software compatible with PDF. The CD must be included in the envelope containing the hard-copies of the cost proposal.

**13. General Requirements:**

AUAF anticipates issuing a subcontract to an Afghan based construction company or organization, provided it is legally registered and recognized under the laws of Afghanistan and is in compliance with all applicable civil, fiscal, and other applicable regulations. Such a company or organization could include a private firm, non-profit, civil society organization, or university.

Companies and organizations that submit proposals in response to this RFP must meet the following requirements:

- (i) Companies or organizations, whether for-profit or non-profit, must be legally registered under the laws of Afghanistan upon award of the subcontract.

- (ii) Companies or organizations must have a local presence in Afghanistan at the time the subcontract is signed.
- (iii) Firms operated as commercial companies or other organizations or enterprises (including nonprofit organizations) in which foreign governments or their agents or agencies have a controlling interest are not eligible as suppliers of commodities and services.

Offerors may present their proposals as a member of a partnership with other companies or organizations. In such cases, the subcontract will be awarded to the lead company in the partnership. The leading company shall be responsible for making all partnership arrangements, including but not limited to division of labor, invoicing, etc., with the other company(ies). A legally registered partnership is not necessary for these purposes; however the different organizations must be committed to work together in the fulfillment of the subcontract terms.

#### **14. Required Proposal Documents:**

##### **1. Cover Letter**

The offeror's cover letter shall include the following information:

- i. Name of the company or organization
- ii. Type of company or organization
- iii. Address
- iv. Telephone
- v. Fax
- vi. E-mail
- vii. Full names of members of the Board of Directors and Legal Representative (as appropriate)
- viii. Taxpayer Identification Number
- ix. Official bank account information
- x. Other required documents that shall be included as attachments to the cover letter:
  - a) Copy of registration or incorporation in the public registry, or equivalent document from the government office where the offeror is registered.
  - b) Copy of company tax registration, or equivalent document.
  - c) Copy of trade license, or equivalent document.
  - d) Evidence of Responsibility Statement, whereby the offeror certifies that it has sufficient financial, technical, and managerial resources to complete the activity described in the scope of work, or the ability to obtain such resources. This statement is required by the Federal Acquisition Regulations in 9.104-1. A template is provided in Annex 3 "Required Certifications".

A sample cover letter is provided in Annex 3 of this RFP.

##### **2. Technical Proposal:**

The sections of the technical proposal stated above must respond to the detailed information set out in "Statement of Works" "Evaluation and Basis for Award" of this RFP, which provides the proposal security, past experience, similar projects in the past, financial capability, work plan, deliverables, time frame, and qualification and experience of project staff.

##### **3. Cost Proposal:**

The cost proposal is used to determine which proposals represent the best value and serves as a basis of negotiation before award of a contract.

The price of the subcontract to be awarded will be an all-inclusive fixed price. No profit, fees, taxes, or additional costs can be added after award. Nevertheless, for the purpose of the proposal, offerors

must include their detailed budget line items, e.g. materials, equipment, site planning, works, workmanships, salaries, allowances, travel costs, other direct costs, indirect rates, etc., as well as individual line items, e.g. salaries or rates for individuals, different types of allowances, rent, utilities, insurance, etc. Offers must show unit prices, quantities, and total price. All items, services, etc. must be clearly labeled and included in the total offered price. All cost information must be expressed in US Dollars.

Also the bidders need to ensure to submit the DBA cost as a straight through cost to AUAF in their Financial Proposal.

The cost proposal shall also include a budget narrative that explains the basis for the estimate of every cost element or line item. Supporting information must be provided in sufficient detail to allow for a complete analysis of each cost element or line item. AUAF reserves the right to request additional cost information if the evaluation committee has concerns of the reasonableness, realism, or completeness of an offeror's proposed cost.

If it is an offeror's regular practice to budget indirect rates, e.g. overhead, fringe, G&A, administrative, or other rate, Offerors must explain the rates and the rates' base of application in the budget narrative. AUAF reserves the right to request additional information to substantiate an Offeror's indirect rates.

Under no circumstances may cost information be included in the technical proposal. No cost information or any prices, whether for deliverables or line items, may be included in the technical proposal. Cost information must only be shown in the cost proposal.

#### **15. Others:**

(A) AUAF as a non-for-profit educational institution expects to be charged no more than standard humanitarian agency rates. AUAF will not pay any of the bidders' cost of preparing their proposals under this RFP.

(B) Validity Period: Offerors' proposals must remain valid for 90 business days after the proposal deadline.

The following flow-down FAR Clauses are incorporated herein by reference and full text. If the following references are made in regards to the U.S. Government they shall mean "AUAF" for the following:

52.202-1 Definitions.

52.203-5 Covenant Against Contingent Fees.

52.203-7 Anti-Kickback Procedures.

52.203-17 Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights.

52.203-8 Cancellation, Recession, and Recovery of Funds for Illegal or Improper Activity.

52.203-13 Contractor Code of Business Ethics and Conduct.

52.203-16 Preventing Personal Conflicts of Interest.

52.203-6 Restrictions on Service Contract Sales to the Government. (Alt. 1) (Oct 1995)

52.204-7 System for Award Management.

52.249-8 Default (Fixed-Price Supply and Service).

52.249-10 Default (Fixed-Price Construction).

52.249-4 Termination for Convenience of the Government (Services) (Short Form).

52.203-6 Restrictions on Service Contract Sales to the Government. (Alt. 1) (Oct 1995)

52.204-19 Incorporation by Reference of Representations and Certifications (Dec 2014)

52.212-4 Contract Terms and Conditions – Commercial Items (Jan 2017)

52.212-5 Contract Terms and Conditions Required to Implement (Jan 2017) (Alt. 1 and 2)  
Representation and Certifications (Oct 2015)

52.244-6 Subcontracts for Commercial Items (Nov 2017)

**Annex 6- Cover Letter**

[Offeror: Insert date]

[Insert name of point of contact for RFP]  
[Insert designation of point of contact for RFP]  
[Insert project name]  
[Insert project office address]

Reference: Request for Proposals [Insert RFP name and number]

Subject: [Offeror: Insert name of your organization]’s technical and cost proposals

Dear Mr./Mrs. [Insert name of point of contact for RFP]:

[Offeror: Insert name of your organization] is pleased to submit its proposal in regard to the above-referenced request for proposals. For this purpose, we are pleased to provide the information furnished below:

Name of Organization’s Representative \_\_\_\_\_  
Name of Offeror: \_\_\_\_\_  
Type of Organization: \_\_\_\_\_  
Taxpayer Identification Number \_\_\_\_\_  
Address: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
E-mail: \_\_\_\_\_

As required by section I, I.7, we confirm that our proposal, including the cost proposal will remain valid for [insert number of days, usually 60 or 90] calendar days after the proposal deadline.

We are further pleased to provide the following annexes containing the information requested in the RFP:

[Offerors: It is incumbent on each offeror to clearly review the RFP and its requirements. It is each offeror's responsibility to identify all required annexes and include them]

- I. Copy of registration or incorporation in the public registry, or equivalent document from the government office where the offeror is registered.
- II. Copy of company tax registration, or equivalent document.
- III. Copy of trade license, or equivalent document.
- IV. Evidence of Responsibility Statement.

Sincerely yours,

\_\_\_\_\_  
Signature  
[Offeror: Insert name of your organization's representative]  
[Offeror: Insert name of your organization]

## Annex 7- Required Certifications:

Federal Acquisition Regulation mandates certain certifications that offerors are required to sign as part of a request for Service Contract proposal (RFP) funded with United States federal funds. A list of required certifications should be included in the solicitation document for Service Contracts that have not been priced as part of the prime contract and Offerors must submit all the certifications to be responsive to the RFP.

The required certifications are as follows and their full text can be found in the following pages. Additional certifications may be required depending upon the prime contract terms and conditions.

- **Certification of independent price determination – (FAR 52.203-2).** Certifies that prices in this offer have been arrived at independently, without, for the purposes of restricting competition, any consultation, communication, or agreement with other offeror or competitor relating to – prices, intention to submit an offer, or factors used to calculate prices offered.
- **Service Contractor certification and disclosure regarding payment to influence certain federal transactions received – (FAR 52.203-11).** Certifies that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee or a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, grant, loan, cooperative agreement, etc.
- **Service Contractor certification regarding debarment, suspension, proposed debarment, and other responsibility matters – (FAR 52.209-5).** Certifies that offeror/or any of its Principals are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency.
- **Evidence of Responsibility Statement –** Certification describing internal policies and procedures, listing authorized signatories, and stating that the company is able to comply with the terms and conditions of the Service Contract.
- **Certificate of current cost or pricing data – (FAR 15.406-2).** Cost or pricing data are data requiring certification in accordance with FAR 15.406-2.
- **Prohibition on Assistance to Drug Trafficking Participant Certification – (Section 487 of the Foreign Assistance Act/ADS 206).** Certifies that key individuals of Service Contractor are not or have not been involved in drug trafficking. Requirement for certification applies to Service Contractors in covered countries (identified annually by the President of the United States as major, illicit, drug-producing or drug-transit countries) and in principle is not required from most Service Contractors except for: (1) intermediate credit institutions (entity receiving USAID funds for the purpose lending to third parties) and; (2) Service Contractors specifically designated by USAID to receive or provide more than \$100,000 in covered assistance. Designation means that Service Contractor has been unilaterally selected by USAID as the Service Contractor. USAID approval of a Service Contractor, selected by another party, or joint selection by USAID and another party is not designation. To assess if this certification is required, check prime contract terms and conditions.

## 52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION

AS PRESCRIBED IN 3.103-1, INSERT THE FOLLOWING PROVISION. IF THE SOLICITATION IS A REQUEST FOR QUOTATIONS, THE TERMS “QUOTATION” AND “QUOTER” MAY BE SUBSTITUTED FOR “OFFER” AND “OFFEROR.”

Certificate of Independent Price Determination (Apr 1985)

\_\_\_\_\_ (hereinafter called the "offeror")  
(Name of Offeror)

(A) THE OFFEROR CERTIFIES THAT—

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to— (i) Those prices;

(ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(B) EACH SIGNATURE ON THE OFFER IS CONSIDERED TO BE A CERTIFICATION BY THE SIGNATORY THAT THE SIGNATORY—

(1) Is the person in the offeror’s organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; or

(2)(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision \_\_\_\_\_ [insert full name of person(s) in the offeror’s organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror’s organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision.

(C) IF THE OFFEROR DELETES OR MODIFIES PARAGRAPH (A)(2) OF THIS PROVISION, THE OFFEROR MUST FURNISH WITH ITS OFFER A SIGNED STATEMENT SETTING FORTH IN DETAIL THE CIRCUMSTANCES OF THE DISCLOSURE.

\_\_\_\_\_  
(Applicant)

BY (Signature) \_\_\_\_\_ TITLE \_\_\_\_\_

TYPED NAME \_\_\_\_\_ DATE \_\_\_\_\_



**52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS**

AS PRESCRIBED IN 3.808, INSERT THE FOLLOWING PROVISION:

Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions  
(Sept 2007)

\_\_\_\_\_ (hereinafter called the "offeror")  
(Name of Offeror)

(a) *Definitions.* As used in this provision— “Lobbying contact” has the meaning provided at 2 U.S.C. 1602(8). The terms “agency,” “influencing or attempting to influence,” “officer or employee of an agency,” “person,” “reasonable compensation,” and “regularly employed” are defined in the FAR clause of this solicitation entitled “Limitation on Payments to Influence Certain Federal Transactions” (52.203-12).

(b) *Prohibition.* The prohibition and exceptions contained in the FAR clause of this solicitation entitled “Limitation on Payments to Influence Certain Federal Transactions” (52.203-12) are hereby incorporated by reference in this provision.

(c) *Certification.* The Offeror, by signing its offer, hereby certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on its behalf in connection with the awarding of this contract.

(d) *Disclosure.* If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the Offeror with respect to this contract, the Offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The Offeror need not report regularly employed officers or employees of the Offeror to whom payments of reasonable compensation were made. Page 2 of 4

(e) *Penalty.* Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by 31 U.S.C. 1352. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure required to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

**(F) SHOULD THE OFFEROR’S CIRCUMSTANCES CHANGE DURING THE LIFE OF ANY RESULTING SERVICE CONTRACT WITH RESPECT TO THE ABOVE, THE OFFEROR WILL NOTIFY BUYER IMMEDIATELY.**

\_\_\_\_\_

BY (Signature) \_\_\_\_\_ TITLE \_\_\_\_\_

TYPED NAME \_\_\_\_\_ DATE \_\_\_\_\_

## 52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS .

AS PRESCRIBED IN 9.409(A), INSERT THE FOLLOWING PROVISION:

### CERTIFICATION REGARDING RESPONSIBILITY MATTERS (MAY 2008)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that—

(i) The Offeror and/or any of its Principals—

(A) Are  are not  presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have  have not , within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or Service Contract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

(C) Are  are not  presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision;

(D) Have , have not , within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) Examples.

(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. § 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. § 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. § 6159. The taxpayer is making timely payments and is in full compliance with the agreement

terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(ii) The Offeror has o has not o, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) “Principal,” for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment; and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror’s responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror non-responsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

**PLEASE SIGN AND RETURN**

Company Name \_\_\_\_\_

Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

## EVIDENCE OF RESPONSIBILITY STATEMENT

### 1. Authorized Negotiators

**Company Name** proposal for **Proposal or AUAF RFP Name** may be discussed with any of the following individuals. These individuals are authorized to represent **Company Name** in negotiation of this offer in response to **RFP No.**

List Names of Authorized signatories

These individuals can be reached at **Company Name** office:

Address

Telephone/Fax

Email address

### 2. Adequate Financial Resources

**Company Name** has adequate financial resources to manage this contract, as established by **our audited financial statements (OR list what else may have been submitted)** submitted in this proposal.

### 3. Ability to Comply

**Company Name** is able to comply with the proposed delivery of performance schedule having taken into consideration all existing business commitments, commercial as well as governmental.

### 4. Record of Performance, Integrity, and Business Ethics

**Company Name** record of integrity is **(describe, e.g. outstanding)**, as shown in the Representations and Certifications. We have no allegations of lack of integrity or of questionable business ethics. Our integrity can be confirmed by our references in our Past Performance References, contained in **the Technical Volume, Annex, etc.**

### 5. Organization, Experience, Accounting and Operational Controls, and Technical Skills

**(Service Contractor should explain which department will be managing the contract, type of accounting and control procedure they have to accommodate the type of Service Contract that is being considered)**

### 6. Equipment and Facilities

**(Service Contractor should state and explain that they have necessary facilities and equipment to carry out the contract)**

### 7. Eligibility to Receive Award

**(Service Contractor should state that they are qualified and eligible to receive an award under applicable laws and regulation and that they are not included in any list maintained by the US Government of entities debarred, suspended or excluded for US Government awards and funding. The Service Contractor should state whether they have performed work of similar nature under similar mechanisms for USAID. They should provide their DUNS number here if applicable.)**

### 8. Commodity Procurement

**(Service Contractor will explain its procurement policies and practice. State if a procurement/purchasing manual is in place, etc. This section could be deleted if the Service Contractor doesn't have this capacity or if Service Contract will not include procurement)**

### 9. Cognizant Government Audit Agency

**(Service Contractor should provide Name, address, phone of their auditors – whether it is DCAA or independent CPA)**

10. Acceptability of Contract Terms

(Service Contractor should state its acceptance of the proposed Service Contract terms)

11. Recovery of Vacation, Holiday and Sick Pay

(Service Contractor should explain how they recover vacation, holiday, and sick leave)

12. Organization of Firm

(Service Contractor should explain how their firm is organized for example regionally or by technical practice)

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

**KEY INDIVIDUAL CERTIFICATION NARCOTICS OFFENSES AND DRUG TRAFFICKING**

I hereby certify that within the last ten years:

1. I have not been convicted of a violation of, or a conspiracy to violate, any law or regulation of the United States or any country concerning narcotic or psychotropic drugs or other controlled substances.
2. I am not and have not been an illicit trafficker in any such drug or controlled substance.
3. I am not and have not been a knowing assistor, abettor, conspirator, or colluder with others in the illicit trafficking in any such drug or substance.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name:

Title/Position:

Organization:

Address:

Date of Birth:

**NOTICE:**

1. You are required to sign this Certification under the provisions of 22 CFR Part 140, Prohibition on Assistance to Drug Traffickers. These regulations were issued by the Department of State and require that certain key individuals of organizations must sign this Certification.
2. If you make a false Certification you are subject to U.S. criminal prosecution under 18 U.S.C. 1001.

**Annex 8**

**OFFEROR'S BUSINESS LICENSE**

**Please attach here**

**Annex 9**

**SUMMARY OF RELEVANT CAPABILITY, EXPERIENCE AND PAST PERFORMANCE**

Include projects that best illustrate your experience relevant to this (RFP) or similar activities, sorted by decreasing order of completion date.

Projects should have been undertaken in the past three years (i.e. 2015, 2016 and 2017).

No	Project Title and Description of Activities	Location Province/District	Client Name/Tel #	Cost in US\$	Start Dates	End Dates	Completed on Schedule (Yes/No)	Contractor or Prime Contractor?
1			Name: Designation: Mobile #: Email Add:					
2								
3								



