

Request for Proposal (RFP)

Reference No: AUAF-RFP-19-009

Issue Date: 30 September 2019

Deadline: 14 October 2019

Project

Hiring of Consultancy Services for Chief Financial Officer (CFO)

(1) Only Cost Proposals are necessary to be submitted

- The Proposal will be accepted no later than 05:00 PM Afghanistan time on 14 October 2019.
- All Proposals must be addressed to this email address (beghanim@auaf.edu.af)
- Firms and consultancies can only submit their proposals
- Each firm or consultancies can only submit maximum of three CVs
- Deployments will be within two weeks

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

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RFP no. AUAF-RFP-19-009 Hiring of Consultancy Services for Chief Financial Officer
(CFO)

Annex 1 – Instruction to Offerors

Introduction:

The American University of Afghanistan (hereinafter referred to as “AUAF”), is issuing a Request for Proposals (RFP) for hiring Chief Financial Officer (CFO) for Finance department through an experienced consulting company. The following RFP contains specific submission requirements, job descriptions, 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 an American-style liberal arts education. AUAF is seeking proposals from experienced consulting companies and firms, which has experience in mentioned platforms. All interested offerors who have similar experience and qualifications are invited to bid.

Deadline and Protocol:

Offerors will indicate their interest in submitting a proposal for the anticipated Consulting Agreement to the AUAF Procurement Department on Darul Aman main road, Kabul, Afghanistan by no later than 05:00 pm Afghanistan time, on 14 October 2019. The email for the proposal submittals is beghanim@auaf.edu.af.

The Cost Proposals must be sent in one (1) email.

Note:

This RFP does not obligate AUAF to execute a Consulting Agreement 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	30 September 2019
RFP Published	30 September 2019
RFP due date	14 October 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

1. Government Withholding Tax (If the Contract is awarded to a Company or Organization that is either located locally in Afghanistan or is subcontracted, as approved by AUAF, to a Company or Organization in Afghanistan then the following Tax Law will apply.)

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 Subcontractors/vendors. In accordance with this requirement, AUAF shall withhold two percent (2%) tax from all gross invoices to Afghan Subcontractors/vendors under this Consulting Agreement with active business license. Before the signing of this agreement, the Service 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 company's consultants fail to provide the specified services in the statement of works, Section 7 of this RFP, AUAF shall, without prejudice to its other remedies under the Consulting Agreement price, as liquidated damages, deduct a sum equivalent to ten percent (10%) of the Agreement total for the undelivered services required by AUAF until actual service provision, up to a maximum deduction of Thirty Percent (30%) of the Agreement value.

3. Eligibility for USG Fund:

AUAF shall not award a Consulting Agreement/Fix Price Contract 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 Awardee requires the services of subcontractors, the consulting firm shall obtain prior written approval of AUAF for all such subcontractors. The approval of AUAF shall not relieve the Prime Contractor of any of obligations under this anticipated Consulting Agreement, and the terms of any agreement shall be subject to and in conformity with the provisions of the Consulting Agreement.

5. Source, Origin and Nationality

The authorized USAID geographic code for this RFP and any resulting fix-priced 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 Consulting Agreement:

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 service provider resulting from this RFP may not supply any equipment or services manufactured in or shipped from 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 Consulting Agreement (including transportation, fuel, lodging, meals, and communications expenses).

All equipment and services proposed through any offer in response to this RFP must meet Geographic **Code 937**.

This solicitation is open to all Companies or Organizations (Profit or Non-Profit), international and worldwide with the exceptions as noted in the above “Prohibited Sources”.

6. Inspection

AUAF shall have reasonable time to inspect the services and to reject acceptance if not conforming to the Statement of Services of the Consulting Agreement.

Annex 3

7. Statement of Services:

Background:

The American University of Afghanistan (AUAF) was chartered as a private, not-for-profit institution of higher learning on July 26, 2004, and has an independent Board of Trustees (BoT) that was formed in December 2004.

General Functions:

The Chief Financial Officer (CFO) advises the Vice President of Operations and AUAF Administration on all matters pertaining to the management and operation of accounting, strategic financial planning and budgeting, any audit and tax interactions, financial policies,

procedures, applicable regulatory compliance, internal controls, student financial aid, and financial information systems.

The CFO has overall responsibility for the accounting of the AUAF. S/he helps to promote a customer-oriented service attitude and serves as the executive officer directly responsible for providing leadership and general management of financial function.

The position is responsible for continuously monitoring, evaluating and communicating the financial status of the AUAF so that the information may be acted upon promptly and effectively. The position is also responsible for related security of assets including cash and similar financial instruments, receivables, facilities, equipment, bank relationships, contracts, agreements, intellectual property, etc.

DUTIES/RESPONSIBILITIES:

1. Advises the President, senior University administration officers, and members of the Board of Trustees on issues relating to the financial status of the University by serving as a member of the President’s Council, by reporting financial information at Board of Trustees meetings, and by preparing reports, recommendations, findings, and other correspondence as required.
2. Facilitates an effective working relationship with donor officials by ensuring University compliance with applicable fiscal policies and accounting procedures, maintaining open channels of communication with appropriate government officials, facilitating an exchange of information on these subjects, and implementing all relevant applicable policies regarding fiscal operations.
3. Ensures compliance with professional accounting standards, rules, regulations, and laws by directing, supervising, and facilitating the preparation and maintenance of required and appropriate financial records, monthly and annual financial reports, and all other financial reporting as may be required by AUAF donors, government agencies, or established accounting standards.
4. Facilitates the governance of the University by providing financial information to the Board of Trustees and implementing the Board’s decisions under the direction of the President through the establishment of policies, procedures, and guidelines.
5. Prevents institutional liability in financial operations by facilitating the access of the independent auditors to requested records during the conduct of the University’s annual audit. Manages the annual audit solicitation process, provides documentation as required, and ensures that the audit is completed with the full support by the financial organization.
6. Ensures compliance with the institutional mission of the University by working with unit heads to develop and review unit plans, goals, and objectives, assuring development of effective business processes incorporating automation with appropriate technologies, designing systems of effective controls to guide work toward expected outcomes, and evaluating progress towards their accomplishment.
7. Ensures that the financial operations of the university have the resources necessary to provide financial information to support the academic program, such as preparation of financial reports and the development of funding and cost recovery models that support innovation and growth. Supports the University in the annual budget development with applicable cost center budgeting.
8. Enables finance employees to perform their assigned tasks by overseeing the preparation and implementation of the annual budget for financial services and oversees training that

may be required.

9. Facilitates a work environment that encourages knowledge of, respect for, and development of skills to engage with those of other cultures or backgrounds.

10. Remains competent and current by reading professional journals and literature, developing professional contacts with colleagues, attending professional development courses, and attending training and/or courses as appropriate.

11. Works collaboratively with the advancement staff in fund raising and investment reporting.

12. Ensures that miscellaneous assignments related to finance are completed in the best interests of the University by accepting and accomplishing all other tasks assigned by the President and Vice President of Operations.

13. Exercises delegated signatory authority to contractually bind the University in legal agreements. Administers such University contracts in a manner that ensures contractual obligations and intents are fulfilled.

14. Provides liaison to various offices of USAID and other offices, including relevant ministries, related to financial matters, contracts, and cooperative agreement.

15. Maintains knowledge and assures compliance with University policies and procedures including, but not limited to: compliance, accreditation, and other regulatory requirements.

KNOWLEDGE, SKILLS, ABILITIES AND PERSONAL CHARACTERISTICS

- Certified Public Accountant or Chartered Accountant
- Knowledge of current International Financial Reporting Standards
- At least twelve (12) to fifteen (15) years of comparable financial management experience with a minimum of five (5) years' experience of leading the finance unit, in an institution of higher education or similar organization. Experience working in developing countries in turnaround situations preferred.
- Expertise in USAID Cooperative Agreements, compliance and reporting
- Knowledge of financial management, administration, reimbursement, and financial reporting are required.
- High level user of standard business computer systems and accounting. Experience with Microsoft Dynamics GP, preferred.
- High degree of initiative, judgment, discretion, and decision making and being able to analyze situations accurately and taking effective action as needed.
- Able to establish and maintain effective working relationships with a wide range of managers, regulators, payers, contractors, auditors, tax consultants, vendors, customers, students, etc.
- Financial management skills, including the ability to analyze data for budgeting, operations, auditing, account receivable and reserve analysis.
- Skill in identifying and resolving accounting and financial issues/problems.
- Skill in evaluating operations as they relate to operational and financial performance.
- Ability to prepare professional level reports and present effectively in writing and orally.
- Ability to negotiate effectively.
- Ability to be a high-level contributor to teams, committees, and task forces and demonstrate a collegial and respectable affect in all work and relationship.
- Maintains strict confidentiality.
- Knowledge of Afghanistan legislative acts that relate to accounting, taxation and overall fiscal operations and management
- Ability to work independently with little supervision
- Ability and willingness to delegate effectively and to hold direct reports accountable.
- Experience of restructuring finance departments including IT software

- Strong skills in communications and interpersonal relations.
- Ability to multi-task.

CONFIDENTIAL INFORMATION:

- This position has a fairly high access to confidential information. Therefore, Non-disclosure agreement will be signed between AUAF and Consulting Firm.

Preferred Qualifications:

- Certified Public Accountant or Chartered Accountant
- Knowledge of current International Financial Reporting Standards
- At least twelve (12) to fifteen (15) years of comparable financial management experience with a minimum of five (5) years' experience of leading the finance unit, in an institution of higher education or similar organization. Experience working in developing countries in turnaround situations preferred.

FEE

The consulting firms shall only charge its fee per month based on the daily rate multiplied on the working days.

I. PAYMENT

The consulting firm shall submit an invoice to AUAF for payment for the services rendered at the end of every month. Within 45 calendar days of receipt of the invoice, AUAF shall pay each such invoice by submitting funds to the consulting firm's designated bank account.

J. TERMINATION OF AGREEMENT

Termination At-Will: At any time during the term of the Agreement, AUAF may terminate this agreement for any or no reason by delivering a written notice to the consulting firm no less than 10 days before the termination date stated in the notice.

K. CONTRACT COMMENCING AND CLOSEOUT

The anticipated start date of the project is mid of October 2019 and the end date is mid of December 2019.

Annex 4

8. Negotiations:

Proposals that offers the best prices in addition to the requested quality will be requested. It is anticipated that a Consulting Agreement, and resulting Purchase Order/s, 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 Blanket Purchasing Agreement (Consulting Agreement). 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 and final prices or technical responses during a competitive range. At the sole discretion of AUAF, offeror may be requested to conduct oral presentations. If deemed appropriate and required, AUAF reserves the right to make separate awards per component or to make no award.

Annex 5

9. Proposal Submission guidelines:

Offerors shall submit their proposals by email

10.1 Proposal submission by email:

Offers must be received no later than 05:00 PM Kabul time, on 14 October 2019, at beghanim@auaf.edu.af.

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 accepted and considered.

Instructions for the Submission of Offers:

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 one volume, consisting of:

- Volume 1: A Cost Proposal, presenting your company's fees related to the performance outlined in the RFP as a lump sum per day

Proposal submitted by E-mail:

If a Company or Organization submits their proposal by email, it shall be submitted no later than 05:00 p.m. Afghanistan time, on 14 October 2019. The time stamp as designated on the AUAF Server shall constitute the time of arrival of the proposal. The email must state in the Subject Line the RFP Number and Title. The body of the email shall contain an introduction to the Company or Organization with identification of the sender and a statement that the sender is authorized to offer the Company's proposal and that the proposal, if accepted, will have the full force of commitment from the Company.

10. General Requirements:

AUAF anticipates issuing a Consulting Agreement, to an International or Afghan Company or organization, provided it is legally registered and recognized under the laws of the Company's Home Office or Branch. If it is an Afghanistan Company or an International Company with a Branch located in Afghanistan, it must with all applicable civil, fiscal, and other applicable regulations of Afghanistan. Such a company or organization may 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 the Country where their Headquarters, Home Office or Branch is located.
- (ii) 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 Consulting Agreement, will be awarded to the principal company in the partnership. The principal 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 Consulting Agreement, and resulting PO, terms. The Terms of the Agreement between the two (2) or more companies or organizations must be described in the proposal with a written agreement established between the Companies or Organizations.

11. 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 when required
- x. Other required documents that shall be included as attachments to the cover letter:
 - a) Copy of registration or incorporation, or other equivalent official documentation demonstrating this information, 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, if applicable.
 - 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 4 "Required Certifications".

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

2. Cost Proposal

The cost proposal is used to determine which proposals represent the best value and serves as a basis of, and if necessary, negotiation before award of a Consulting Agreement.

If AUAF requests, then the offerors must provide a breakdown of the pricing into Direct Cost, Indirect Cost, G&A and Profit. AUAF reserves the right to request additional information to substantiate an Offeror's pricing.

If the offered pricing is based on commercial basis, then it must meet the definition in FAR 2.201 which states "Commercial item" means --

(1) Any item, other than real property, that is of a type customarily used by the general public or by non-governmental entities for purposes other than governmental purposes, and--

(i) Has been sold, leased, or licensed to the general public; or,

(ii) Has been offered for sale, lease, or license to the general public".

If the Offeror proposes their pricing on the above basis, then they shall so state in their proposal that their cost proposal is based on their commercial sales to other than Governments or Government Contractors.

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.

12. Other Information:

(A) AUAF as a non-for-profit educational institution expects to be charged no more than standard humanitarian agency rates. This is a Request for Proposal only. Issuance of this RFP does not in any way obligate AUAF to make an award or pay for costs incurred by potential offerors in the preparation and submission of an offer.

(B) Validity Period: Offerors' proposals must remain valid for 180 business days after the proposal deadline.

(C) Payment Terms:

Payment Terms	Based on acceptable deliverable, net 45 days after the receipt of the proper invoice and satisfactory service approved by the AUAF President or Vice President-Finance and Administration. Invoices may be submitted when a Deliverable or Section of the Tasks are completed and accepted by AUAF.
Completeness of Proposal	Partial bids are not allowed
Withholding Tax.	As per Afghan tax withholding law

13. Contract Termination:

AUAF may terminate this Consulting Agreement as per the USAID Regulations. AUAF shall be considered as the same as the government in the following regulations. The Regulations are as follows:

2 CFR 200.339 Termination

(a) The Federal award may be terminated in whole or in part as follows:

(1) By the Federal awarding agency or pass-through entity, if a non-Federal entity fails to comply with the terms and conditions of a Federal award;

(2) By the Federal awarding agency or pass-through entity for cause;

(3) By the Federal awarding agency or pass-through entity with the consent of the non-Federal entity, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated; or

(4) By the non-Federal entity upon sending to the Federal awarding agency or pass-through entity written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the Federal awarding agency or pass-through entity determines in the case of partial termination that the reduced or modified portion of the Federal award or subaward will not accomplish the purposes for which the Federal award was made, the Federal awarding agency or pass-through entity may terminate the Federal award in its entirety.

(b) When a Federal awarding agency terminates a Federal award prior to the end of the period of performance due to the non-Federal entity's material failure to comply with the Federal award terms and conditions, the Federal awarding agency must report the termination to the OMB-designated integrity and performance system accessible through SAM (currently FAPIIS).

(1) The information required under paragraph (b) of this section is not to be reported to designated integrity and performance system until the non-Federal entity either -

(i) Has exhausted its opportunities to object or challenge the decision, see § 200.341 Opportunities to object, hearings and appeals; or

(ii) Has not, within 30 calendar days after being notified of the termination, informed the Federal awarding agency that it intends to appeal the Federal awarding agency's decision to terminate.

(2) If a Federal awarding agency, after entering information into the designated integrity and performance system about a termination, subsequently:

(i) Learns that any of that information is erroneous, the Federal awarding agency must correct the information in the system within three business days;

(ii) Obtains an update to that information that could be helpful to other Federal awarding agencies, the Federal awarding agency is strongly encouraged to amend the information in the system to incorporate the update in a timely way.

(3) Federal awarding agencies, shall not post any information that will be made publicly available in the non-public segment of designated integrity and performance system that is covered by a disclosure exemption under the Freedom of Information Act. If the non-Federal entity asserts within seven calendar days to the Federal awarding agency who posted the information, that some of the information made publicly available is covered by a disclosure exemption under the Freedom of Information Act, the Federal awarding agency who posted the information must remove the posting within seven calendar days of receiving the assertion. Prior to reposting the releasable information, the Federal agency must resolve the issue in accordance with the agency's Freedom of Information Act procedures.

(c) When a Federal award is terminated or partially terminated, both the Federal awarding agency or pass-through entity and the non-Federal entity remain responsible for compliance with the requirements in §§ 200.343 Closeout and 200.344 Post-closeout adjustments and continuing responsibilities.

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.

52.203-6 Restrictions on Subcontract Sales to the Government.

52.203-7 Anti-Kickback Procedures.

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.

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

52.204-7 System for Award Management.

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52.249-8 Default (Fixed-Price Supply and Service).
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 proposal (RFP) funded with United States federal funds. A list of required certifications should be included in the solicitation document that have not been priced as part of the Consulting Agreement 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 Consulting Agreement 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 or has not, 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: _____

15.406-2 CERTIFICATE OF CURRENT COST OR PRICING DATA

(a) When cost or pricing data are required, Service Contract Manager must require the Service Contractor to execute a Certificate of Current Cost or Pricing Data, using the format in this paragraph, and must include the executed certificate in the contract file.

CERTIFICATE OF CURRENT COST OR PRICING DATA

_____ (hereinafter called the "offeror")
(Name of Offeror)

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section 2.101 of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer's representative in support of _____* are accurate, complete, and current as of _____**. This certification includes the cost or pricing data supporting any advance agreements and forward pricing rate agreements between the offeror and the Government that are part of the proposal.

Firm _____

Signature _____

Name _____

Title _____

Date of execution*** _____

* Identify the proposal, request for price adjustment, or other submission involved, giving the appropriate identifying number (e.g., RFP No.).

** Insert the day, month, and year when price negotiations were concluded and price agreement was reached or, if applicable, an earlier date agreed upon between the parties that is as close as practicable to the date of agreement on price.

*** Insert the day, month, and year of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.

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. 2016, 2017 and 2018).

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)	Sub-Contractor or Prime Contractor?
1			Name: Designation: Mobile #: Email Add:					
2								
3								