

Request for Proposal (RFP) (Modified)

Blanket Purchase Agreement (BPA)

Reference No: AUAF-RFP-18-004

Issue Date: June 04, 2018

Deadline: June 17, 2018

Project

Recruitment Process for Outsourcing (RPO) for Hiring Fulltime International Administrative, Technical Employees and Faculty Members under a Blanket Purchasing Agreement (BPA)

Required Sealed Bids must be submitted in two Envelopes,
(1) "Technical Proposal" (2) "Cost Proposal"

The Proposal will be accepted no later than 02:30 PM Afghanistan time on June 17, 2018.

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

- Annex 1 - Instructions to Offerors (page 2)
- Annex 2 - RFP Terms and Conditions (page 4)
- Annex 3 - Cover letter (page 22)
- Annex 4 - Required Certificate (page 23)
- Annex 5 - Business License (Page 32)
- Annex 6 - Relevant capability, experience and past performance (page 33)

Annex 1 – Instruction to Offerors

Introduction:

The American University of Afghanistan (hereinafter referred to as “AUAF”), is issuing a Request for Proposals (RFP) for outsourcing the Human Resources recruitment process through a Blanket Purchasing Agreement (BPA). The following RFP contains specific submission requirements, scope of work, and specifications, 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. We opened our doors in 2005 and currently offer four undergraduate academic majors and an MBA program. We follow a strict non-discriminatory policy, and applicants from all ethnic, religious and economic backgrounds are encouraged to apply. AUAF is seeking international qualified and reliable offerors to submit their proposals for outsourcing the recruitment process for AUAF's full time international administrative, technical employees and faculty members as listed in the Statement of Services or Works in this RFP in Section 6. All interested offerors who have similar experience and qualifications in outsourcing employees are invited to bid.

Deadline and Protocol:

Offerors will indicate their interest in submitting a proposal for the anticipated BPA the AUAF Procurement Department on Darul Aman main road, Kabul, Afghanistan by no later than 02:30 pm Afghanistan time, on June 17, 2018. The email for the proposal submittals is procurement@auaf.edu.af.

The Technical and Cost Proposals must be sent in one (1) email with two (2) different email packets compacted either in WinRAR or WinZip. If the email attachments are more than 5MBs then the separate proposals (Technical and Cost) must be sent individually in two (2) different emails.

Questions:

Please send your advance questions to the AUAF Procurement Department by an email indicating your questions at procurement@auaf.edu.af by 04:00 PM Afghanistan time on June 14, 2018. The email shall contain all questions.

Only the written answers issued by AUAF will be considered official and carry weight in the RFP process and subsequent evaluation. Any verbal information received from employees of AUAF or any other entity will not be considered as an official response to any questions regarding this RFP.

Note:

This RFP does not obligate AUAF to execute a Blanket Purchase Agreement (BPA) or resulting Purchase Orders 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	June 04, 2018
RFP published	June 04, 2018
Deadline for written questions	June 13, 2018
Answers provided to questions/clarifications	June 14, 2018
RFP due date	June 17, 2018

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 all Purchase Orders issue under this BPA).

1. Purpose:

The purpose of this RFP is to solicit proposals from eligible offerors for outsourcing the recruitment process for AUAF's full time international administrative, technical employees and faculty members. As a result of this RFP, AUAF anticipates issuing a Blanket Purchase Agreement (BPA) — or possibly multiple BPAs — to establish specific pricing levels and parameters to acquire outsourcing the recruitment process services, on-need basis. **Interested offerors may submit their proposals for the entire scope of work or for a part of the scope of work; such as, recruitment process for hiring of full time Faculty Members, International Professional, Administrative, and Technical Employees whichever is their part of expertise.** The BPA will be established for the period of one year. The offeror shall furnish the services described in requests in the form of the Purchase Order or email issued/sent by AUAF under the anticipated BPA. AUAF is only obligated to pay for services ordered through orders issued under the anticipated BPA. Offerors are responsible for ensuring that their offers are received by AUAF in accordance with the instructions, terms, and conditions described in this RFP. Failure to adhere with instructions described in this RFP may lead to disqualification of an offer from consideration.

2. Government Withholding Tax (If the BPA 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 BPA with active business license. Before the signing of this contract, 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.

If a BPA is issued to a Company or Organization that is in another country other than Afghanistan then it is legally liable for all local, state and country taxes in their Country of their licensure and/or organization. In addition, as per Article 72 in the Afghanistan Tax Law, for company(ies) and/or organization(s) other than in Afghanistan AUAF is required to withhold 7% (seven) tax from all invoices.

3. Eligibility for USG Fund:

AUAF shall not award a BPA/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 Awardee 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 Prime Contractor of any of obligations under this BPA, and the terms of any sub-contract shall be subject to and in conformity with the provisions of the BPA or Purchase Orders.

5. Source, Origin and Nationality

The authorized USAID geographic code for this RFP and any resulting BPA or Purchase Order 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 BPA or Purchase Order 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 BPA or Purchase Order:

A. Definitions: The following definition is provided that will apply if a BPA/Purchase Order/Subcontract is approved under this BPA and the vendor is located in Afghanistan.

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

The following requirements apply to all prospective bidders-

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 or services 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 BPA or Purchase Order (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** in paragraph G. (4) above.

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. Statement of Services or Works:

The American University of Afghanistan (AUAF) intends to issue one or more BPAs with a reliable and qualified RPO (Recruitment, Process, Outsourcing) provider or providers for outsourcing of the recruitment process for hiring of full time international professional, administrative, technical employees and faculty members. **Interested offerors may submit their proposals for the entire scope of work or for a part of the scope of work; such as, recruitment process for hiring of full time Faculty Members, International Professional, Administrative, and Technical Employees whichever is their part of expertise.**

AUAF currently has about 50 international employees. The annual turnover is about 25 to 50 percent. On average AUAF recruits, about 15 to 30 fulltime international faculty and staff during each calendar year. AUAF is looking for RPO providers that

have experience providing out-sourcing of candidates to higher education, non-for-profit industry and the private sector.

The placements shall be in the following areas:

1. General Administrative - Specialist and Director level employees, including Support Staff
2. Academic Faculty
3. Operations including Finance, Procurement, Human Resources, Internet Technology, Facilities and Security Professionals
4. Full Time Professional Development Institute including EFL/ESL Instructors

The above list is not inclusive and prospective vendors may offer proposals on any or all of the above areas or specialties.

A. OBJECTIVES:

The objective of this RFP is for AUAF to issue a Blanket Purchase Agreement (BPA) to one or a multiple number of Companies or Organizations (Profit or Non-Profit). The BPA will be an agreement between AUAF and the awardee that establishes; 1) Terms and Conditions 2) Line items i.e. categories 3) Delivery (Candidate) requirements 4) Extent of obligations by Awardee and AUAF, 5) Purchase Order Limitations and 5) Payment Terms. This information will be established in the Purchase Orders which will be issued on an individual basis.

No commitment on the part of AUAF, other than what is a part of any agreed upon in the BPA, signed accordingly by an authorized AUAF Officer, shall exist. Purchase Orders will be issued based on AUAF needs and will contain: 1) the description of candidate applicant that AUAF is seeking, 2): Special Requirements, and 3): Pricing. Primarily, the purpose of the Recruitment Process Outsourcing (RPO) BPA and resulting Purchase Orders is to hire qualified and competent employees effectively and efficiently as per the two main objective listed below:

1. Reduced time to fill specified vacancies
2. Increased candidate quality

B. AGREEMENT TERMS

The RPO provider shall provide services during the period July 1, 2018, through June 30, 2019. The dates may be modified at the sole discretion of AUAF. Funding will be made on individual Purchase Orders issued in accordance with the established BPA. Purchase Order issuance beyond July 31, 2018 shall depend on Funding availability.

C. QUALIFICATION AND EXPERIENCE OF THE VENDOR

- We are looking for RPO providers that have experience providing out-sourcing of candidates to higher education, non-for-profit industry and the private sector.
- Successful Vendors should have extensive previous experience in undertaking following activities:

- a) Executive Search/Headhunting services
 - b) Complete Recruitment Services
 - c) Partial Recruitment Services for clients
- The RPO provider should have the demonstrated capability to provide candidate sourcing support in any one or all of the following areas:
 - a) Academic (Faculty) Departmental Staff and Non-Academic Staff (Admissions, Registrar, Library, Student Affairs, etc.).
 - b) Program Support Staff (Finance, Procurement, Facilities' Technical Support, Human Resources, Security)
 - Provide tailored solutions in recruitment that can be employed across different levels and positions with capability for:
 - Identifying the right selection criteria through job analysis.
 - Gathering pertinent job-related candidate information.
 - Evaluating the information gathered and making quality short list decisions
 - Providing AUAF with complete information to make the hiring decision simple
 - The RPO provider shall have at least 5 years of experience in RPO services.

D. Scope of Project:

1. AUAF will provide the position description that will contain all requirements including duties, grade, salary and other information as required for the RPO to recruit internationally qualified, capable recruits without regard to age, ethnicity, gender and sect.
2. The Vendor will:
 - a. Develop a talented diverse applicant pool through a recruitment plan
 - b. Implement Recruitment Plan and post the position in areas that will attract qualified candidates with an international search area. (The Vendor will take every possible step to enable members of underrepresented groups to apply for the positions.)
 - c. Develop a pool of qualified candidates from the international community
 - d. Review Applicants and develop Short List
 - e. Review the proposed candidate's CV or Resumes and conduct reference and background checks
 - f. Conduct Interview prior to submittal of the short list to AUAF
 - g. Submit 3 to 5 proposed qualified and suitable candidates to AUAF for AUAF's final interview and selection.
 - h. AUAF will select and hire the best qualified candidate.

E. RESPONSIBILITIES OF RPO PROVIDER: (Statement of Services)

E.1 The RPO provider shall be responsible for the following:

- i. **Job Analysis and Setup.** The provider shall work with AUAF to gain an understanding of each of the critical components of the role, focusing on the skills, knowledge, behaviors and motivational match that will determine a candidate's success in that role.
- ii. **Candidate Sourcing.** The service provider shall source candidates using such methods as advertising, networking and database searching. The appropriate strategy would be selected based on the role and the marketplace at the time, and agreed with AUAF.
- iii. **Advertising.** The service provider will draft the advertising description for approval by AUAF and make all arrangements for its placement in the relevant media. All advertisements are automatically listed on Internet sites and for a minimum of two weeks (14 days).
- iv. **Initial Screen.** The service providers shall provide rigorous but timely screening services. The screening of resumes should focus upon ability to perform required professional or technical tasks or competencies through previous experience and demonstrable competence through promotions, education, and career development.

- v. **Interviews.** The service provider will provide initial screening services of candidates using competency based questions. All should be made available to AUAF.
- vi. **Presentation of shortlist.** The Service Provider will share a shortlist of 3-5 candidates to AUAF for interview. The service provider will be providing the candidate's own resume, their motivational profile and a description of how each candidate demonstrated their ability in the key competencies necessary to perform the role during the initial screening process.
- vii. **AUAF Interviews.** The Service Provider will schedule interview dates and times. These will be conducted by SKYPE as necessary.
- viii. **Behavioral Reference Checks and Job Offer.** AUAF may request a Service Provider to conduct reference checks.
- ix. **Integration with AUAF's Recruitment Processes:** Outsourcing and Recruitment service providers are expected to be flexible and able to meet AUAF's requirements. Where appropriate the out-sourcing provider will work in close coordination with Department Managers as Human Resource professionals to deliver expected outcomes. The service provider may be asked by AUAF to provide interview coaching or, in fact, attend interviews, if required.

Note: Any appearance of discrimination based on race, religion, ethnicity or gender will be questioned by AUAF and the issue shall be rectified by the Vendor.

E.2 The RPO provider shall not:

- Create postings that intentionally misrepresent the position or AUAF as the employer.
- Harass, or keep contacting any applicant after they have asked not to be contacted.
- Create postings that would violate in any manner that would not allow compliance with applicable international or the provider's origin's employment laws.
- Ask applicant to pay placement fee or any other fee for employment or placement with AUAF
- Create postings, advertise employment positions, or otherwise engage in recruitment or hiring practices that would be a violation of international laws.
- Except as expressly authorized by AUAF in writing, copy, modify or create derivative works of the search process.

F. RESPONSIBILITIES OF AUAF

- Provide a current job description to the RPO provider.
- Provide a list of benefits to the RPO provider.
- Be in touch with the RPO provider throughout the process, answering questions as needed.

- Interview the shortlisted candidates.
- Offer the position to candidates
- Make a selection and notify the RPO provider of the successful outcome, or in case a selection is not made, notify the RPO provider and propose the next steps. The next steps could be introduction of more candidates by RPO provider to AUAF or re-advertise the position.

G. DELEGATION OF SERVICES:

AUAF understands that the RPO provider may assign more than one recruiter as the main point of contact with AUAF. The RPO provider shall assign individual recruiters for hiring employees for various disciplines.

H. FEE:

The RPO provider shall propose three (3) fee structures for consideration by AUAF:

1. The RPO provider shall only charge its fee by invoice to AUAF when AUAF selects and hires the candidate.
2. Payment for partial work when AUAF decides to cancel a vacancy. Please indicate percentages that will be charged based on the stages of work upon which the RPO provider is notified by AUAF to stop the recruitment process.
3. The RPO shall propose a service fee for submitting candidates that meet all qualifications and other requirements as provided by AUAF.
4. (Note: The Fees shall be part of the financial proposal submitted for this RFP.)

I. PAYMENT:

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

J. TERMINATION OF AGREEMENT

Termination At-Will: At any time during the term of the Agreement, AUAF and/or the Vendor may terminate this agreement for any or no reason by delivering a written notice to the other party no less than 15 days before the termination date stated in the notice.

7. Evaluation and Basis for Award:

Eligibility of Proposals for Technical Evaluation Process:

#	Eligibility Terms	YES	NO
1	Offerors must have a valid Business Registration to work in their or representative's Home Office location. If the Company does not have a representative in Afghanistan; or if it has a Business Representative in Afghanistan it must provide a valid Government of Afghanistan Business License. <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>		

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

The proposals will be evaluated by using the criteria set out below in determining the Best Value to AUAF considering both technical and cost factors. AUAF will use the Trade-Off Process (FAR Part 15.101-1 and 2 CFR 200.323). The BPA, and resulting Purchase Order/s 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/N o	Parameter	Score
1	Relevant Past Experience (<i>Scoring Pattern given below</i>)	40
1.1	RPO provider must have at least five (5) years of past experience as an Recruitment Process Outsourcing (RPO) Company or	5
1.1 a	RPO provider will have at least (10) ten years of past experience in Recruitment Process Outsourcing (RPO) Company	10
1.2	RPO provider must have (5) five years expertise and experience in placing qualified professional employees to universities, NGOs, for-profit companies or,	10
1.3	RPO provider should have successful implementation experience of at least two (2) RPO contracts with NGOs and international organizations. Organization names and telephone numbers shall be provided.	15
2	Customized approach to meet staffing needs (<i>Scoring Pattern given below</i>)	30
2.1	Excellent understanding of the project by the offeror addressing all functional requirements	20
2.2	Proposal demonstrates that the RPO provider agrees with the SOW of the RFP	10
3	Vendors recruitment capability, and key personnel (<i>Scoring Pattern given below</i>)	20
3.1	Does the RPO provider have capabilities that AUAF needs? a. Possess specialization within the prospective bidder's organization to provide candidate sourcing services. b. Professional Staff and Professional Technical personnel capable of providing dedicated sourcing services c. Have capability to conduct candidate testing services (e.g. Psychometric testing), pre-employment background checks and competence profiling.	10
3.2	Does the RPO provider have qualified and experienced key personnel that AUAF needs? Details of the professionals staff must be given under requirements of key personnel in vendors proposal	10
4	The proposal of the RPO provider must provide at least three (3) references of the clients they have provided candidates in the past.	10
	Total:	100

Sub-Criteria for Ratings Each Technical Factor:

Point No. 1.2 - RPO provider shall have expertise and experience in placing qualified professional employees to universities, NGOs, for-profit companies in International arena.

Expertise and experience in placing qualified professional employees to universities, NGOs, for-profit companies	Score
RPO provider has expertise and experience in placing professional employees to universities, NGOs, for-profit companies	1-10
RPO Provider has no expertise and experience in placing professional employees to universities, NGOs, for-profit companies work with any of the listed sectors	0

Point No. 1.3 - RPO provider should have successful implementation experience of at least two (2) RPO contracts with INGOs and International Organizations

Successful implementation experience of at least two (2) RPO contracts	Score
RPO provider has implemented 2 or more RPO contracts or	15
RPO provider has implemented 1 RPO contract or	8
RPO provider has not implemented any RPO contracts	0

Point No. 2.1 - Excellent Understanding of the project including functional requirements

Understanding of the project including functional requirements	Score
Proposal demonstrates excellent understanding of the project including Functional requirements by referencing how the vendor will comply with the RFP	15 -20
Proposal demonstrates good understanding of the project including Functional requirements by explaining how the vendor will comply with the RFP	10-15
Proposal demonstrates acceptable understanding of the project including Functional requirements by indicating how the vendor will comply with the RFP	5-10
Proposal demonstrates superficial understanding of the project including Functional requirements by referencing how the vendor will comply with the RFP	1-5
Proposal fails to demonstrate understanding of the project including Functional requirements by not providing any information that demonstrates their understanding of the RFP	0

Point No. 2.2 - Proposal demonstrate RPO provider agrees with the SOW of the RFP

Proposal demonstrate agreeing with SOW of the RFP	Score
Proposal demonstrates RPO provider agrees with the SOW of the RFP	1-10
Proposal fails to demonstrates RPO provider agrees with the SOW of the RFP	0

Point No. 3.1 - Does the RPO provider have capabilities that AUAF requirements?

Does the RPO provider have capabilities that AUAF needs?	Score
Proposal demonstrates RPO provider has sufficient resources (financial,	1-10

personnel, technology, experience) for providing deliver of qualified candidates that meets AUAF requirements	
Proposal fails to demonstrates RPO provider has sufficient capabilities that AUAF needs	0

Point No. 3.2 - Does the RPO provider have qualified and experienced key personnel that AUAF requirements?

Does the RPO provider have qualified and experienced key personnel that AUAF needs?	Score
Proposal demonstrates qualified and experienced key personnel of the RPO provider with previous experience in candidate sourcing and placement including details of the professional staff. Each RPO to define its experience recruiting: a) Faculty Staff b) Non-academic Staff (Library, Student Affairs/Services, etc.) c) Program Support Staff (Finance, Procurement, Facilities and HR) (See Technical Proposal Information in Para. 9 Technical Instructions)	1-20
Proposal fails to demonstrate it has qualified and experienced key personnel of the RPO provider including details of the professional staff (See above for requirements)	0

Point No. 4 - The proposal of the RPO provider must provide at least three (3) references of the international based clients they have served in the past.

Three (3) references of the clients RPO provider worked with in the past	Score
Proposal demonstrates at least three (3) references of the RPO providing clients to reputable international organizations	10
Proposal demonstrates less than two (2) or less references from the RPO provider's clients with reputable organizations.	5
Proposal fails to demonstrates references of the RPO provider clients	Disqualifies Vendor

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 or deficiencies:

Strength's:

"Excellent or highly satisfactory" is defined as the vendor meeting all requirements and indicates that it will be successful or almost successful in meeting all delivery requirements or providing qualified candidates.

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

"**Weakness**" means a flaw in the proposal that increases the risk of unsuccessful contract performance.

A “significant weakness” in the proposal is a flaw that appreciably increases the risk of unsuccessful contract performance. 15.101 Best value continuum.

AUAF 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.

8. Negotiations:

Proposals that offers the best prices in addition to the requested quality will be requested. It is anticipated that a BPA, 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 (BPA). 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.

9. Offer Deadline:

Offerors shall submit their proposals in hard copies or by email:

Proposal submission by hard copies:

Hard copies offers must be received no later than 02:30 PM Afghanistan time, on June 17, 2018, at the following address:

AUAF West Campus on Darul Aman Road, Next to Sanitarium Street, Kabul, Afg.
Hamayoon Qudosi | Subcontracts Specialist
hqudosi@auaf.edu.af | +93(0) 795 192 607

Proposal submission by email:

Offers must be received no later than 02:30 PM Afghanistan time, on June 17, 2018, at Procurement@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.

10. Proposal Submission guidelines:

Proposals must be submitted in either hard copy or email no later than 02:30 Afghanistan time on June 17, 2018.

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 two volumes, consisting of:

- Volume 1: Technical proposal

The Technical proposal should outline if and how the Vendor shall conduct the following:

Approach:

1. A Human Resources strategy statement indicating how your organization will best meet the varying candidate requests of AUAF.

Information about Your Company (Offeror):

1. Identify your organization's experience with respect to providing candidates and what makes your organization uniquely qualified for this effort.
2. How your philosophy and approach may vary between University and non-University clients?
3. Describe the function, reporting relationships and locations of each person responsible for this account.
4. Provide a resume of the key individual/s who will manage this account. (A Key individual is a person who has overall control.)
5. Provide a brief biography of others who will be involved on the account, with a description of the role each will play in the project and any relevant experience each has had with respect to similar projects.
6. Describe three recent and successful client assignments related to out sourcing candidates.
7. Identify at least three clients and a point of contact that you have worked with that we may contact for reference purposes.
8. Describe what steps your firm has taken to ensure that quality products and services are delivered?

Implementation Process:

1. Develop an overall method/s for implementing the process.
2. Explain the process for the startup of the project.

- Volume 2: A Cost Proposal, presenting your company's fees related to the performance outlined in the Technical Proposal

Proposal submitted in Hard-copy:

If a proposal is submitted as a hard-copy then it must be submitted in sealed envelopes with one envelope containing the technical proposal and one envelope containing the cost proposal. Envelopes must be properly marked with the name of the offeror's company or organization and volume name. In case one or more companies or organizations are submitting a proposal in partnership, the name of the legally registered entity principal for 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. The envelopes containing the technical and cost proposals must be submitted in person or by courier. Upon delivery, applicants will be issued a stamped receipt confirming timely submission.

Proposal submitted by E-mail:

If a Company or Organization submits their proposal by email, it shall be submitted no later than 02:30 p.m. Afghanistan time, on June 17, 2018. 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.

The Proposals will be attached as two (2) different attachments i.e. 1) Technical and 2) Cost. If the email, including attachments, are more than 4MBs in size then the attachments must be compacted in Winzip or RAR.

11. General Requirements:

AUAF anticipates issuing a BPA, and resulting Purchase Order/s, 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 BPA, and resulting Purchase Order/s, 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 BPA, 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.

12. 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. Technical Proposal

The sections of the technical proposal stated above must respond to the detailed information set out in Section 7 “Evaluation and Basis for Award” “of this RFP, which provides the past experience, understanding of the project, RPO capabilities, key personnel, and references.

Furthermore, the vendor will address how it will implement the Scope of the Project as stated in Section 6.

After AUAF has approved and employed a candidate provided by the Vendor; and the candidate has completed the entire AUAF Human Resources’ Department onboarding process the Vendor will be paid 45 days after receipt of a proper invoice.

3. 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 BPA.

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.

13. Other Information:

- (A) AUAF as a non-for-profit educational institution expects to be charged no more than standard humanitarian or commercial Company or Organization's 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.
- (C) Payment Terms: AUAF shall make payment based on:
 - 1) The vendor providing a candidate that meets the provided AUAF Position Description and:
 - 2) AUAF successfully employs the candidate after the candidate has completed the AUAF employment process.

14. BPA Termination:

AUAF may terminate any BPA as this BPA is funded and derived as part of a USAID funded Cooperative Agreement. The Regulations is 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:

52.203-6 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 3 - 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 4 - 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 BPA 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 BPA 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 or, 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.

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 assister, 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 5

OFFEROR'S BUSINESS LICENSE

Please attach here

Annex 6

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. 2014, 2015 and 2016).

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								