



REQUEST FOR PROPOSALS

Date: May 13, 2019

Subject: Financial Compliance and Capacity Building Services Request for Proposal (RFP)

Dear Sir/Madam,

1. You are hereby invited to submit a proposal for Services to be Provided to IntraHealth International, Inc.'s Contract entitled **Accelerating Support to Advanced Local Partners (ASAP)**. Proposals should be received no later than 5pm Eastern Standard Time (EST) on May 31, 2019. Your offer will include a **five to ten** page technical proposal as well as a financial proposal, sent separately in PDF format, duly stamped and signed. Your proposals should be sent to the following address:

By email: ASAPRecruitment@intrahealth.org

When sending your proposal by e-mail, please start the title on the subject line by referring to "**Financial Compliance Services to be Provided RFP.**" Proposals that are not correctly labeled will be rejected for being non-compliant.

2. Organizations, or individual consultants, interested in the bidding process can request additional information and will have until 5pm EST on May 17, 2019 to send their questions via e-mail. All questions should be addressed to IntraHealth staff Catherine Brokenshire Scott via ASAPRecruitment@intrahealth.org. Please reference the appropriate Request for Proposal when asking for additional information.
3. **Offerors must have five years experience and have USAID references.**
4. Proposals should be sent to ASAPRecruitment@intrahealth.org before 31 May 2019 at 5 pm EST.
5. The period of performance for this effort shall be approximately 12 months from date of award.
6. This letter cannot be construed as a legally binding contract between our organization and the entity you are representing.

Please acknowledge receipt of this letter and let us know whether you plan on submitting a bid or not.

Preparation of proposals

Interested organizations and individuals should prepare their proposals in response to this Request for Proposal according to the scope of work attached. The proposals shall contain the following sections:

A. Annex Letter

A one-page annex letter in English will provide further relevant details about the organization submitting the proposal. This letter will be signed by the President/Director of the organization submitting the offer and will include its name, address and phone number, as well as the President/Director's contact information in regards to this Request for Proposal.

The annex letter of the organization should state that the submitting organization will carry out the activities in accordance with the specifications contained in the scope of work, should the submitting organization be selected.

B. Introduction

The offerors will write a short review of proposed methodologies according to their understanding of the Request of Proposal and a declaration of their technical approach. In this section, the offeror will have to demonstrate that it will be ready to implement effectively the specific methodological activities stipulated in the Scope of Work, by indicating how it will implement each specific proposed approach and by highlighting each specific step. The offerors will have to show that it has a clear comprehension of the requested mission.

C. Detailed technical plan (5 to 10 pages)

The offerors will describe their previous experience in conducting organizational assessments and capacity building training and mentoring of focusing on financial management and compliance.

The offeror will have to propose a work plan which defines the principal phases and activities of the mission, as well as the possible suggestions which contribute to obtaining expected results. The operational and technical part of the Proposal should not contain any information on the costs of the services offered. This financial information must be provided separately in the cost proposal.

Case scenario:

A local organization named M'toto was started in 2001 by a charismatic local doctor in

a fictitious country called Udandaland which is well-known for endemic fraud, corruption, and weak governance structures. M'toto has served as a sub-partner partner under XYZ international partner (based in Washington DC) since 2006 with a focus on implementing OVC programs in the capital and two districts which are both 300 km from the capital. M'toto generally manages around \$1.2 Million USD per year as a subpartner under XYZ, however, they have never held a direct award with USAID as a prime. The mission has requested a NUPAS, capacity building through training and mentoring and to be audit ready.

The offeror must present a Capacity Building Workplan for as many proposed activities they would like to be considered from the list below:

1. Travel to Udandaland
2. Conduct a NUPAS in the capital
3. Prepare a Landscape Analysis of potential recipients for subawards
4. Provide in-person training
 - a. Managing and USAID Cooperative Agreement
 - b. Fighting Fraud in NGOs
 - c. Financial Management for USAID awards
 - d. Subaward procurement and management
5. Support the NGO in preparing for an external audit.
6. Provide on-site and remote mentoring to NGO's Financial Manager on financial management
7. Provide on-site and remote mentoring to NGO's Grants Manager on writing RFP, review and selection of proposals, pre-award assessments, writing an award and monitoring subawards.

D. Calendar of the activities (1 page)

The offerors will have to submit a calendar of the activities, with the dates of accomplishment. To support this, the offeror will have to present a planning and methodology of how they will execute the mission, along with a precise calendar for their intervention.

E. Qualifications and competency of key staff

The offerors will have to list the key staff, their role, and function, the amount of time allocated for the project, as well as their CV. In this section, the offeror will indicate the various members of the personnel to be assigned to the project and their personal experience of their particular tasks.

F. Material capacity of the organization

The offerors will have to submit material capacity of their organization and any important information which qualifies them to undertake the Scope of Work. In this section, the offerors

will provide detailed explanations about the level of human and material resources that will be made available to ensure the proper and effective execution of the mission.

G. Justification of budget

The offeror will prepare and budget using Uganda costs for the case scenario. The financial proposal will have to be separate from the technical proposal. The two separately enclosed proposals will be included in separate email notifications. A detailed justification of the budget and cost of achievement of the activities will have to be submitted. Each budgetary heading must be justified in a narrative format and the cost for each task will include (but not be limited to): i. Administrative and management costs, ii. Personnel costs assigned to the project, iii. Transport costs, and iv. All other related costs.

H. Ethical and Business Conduct Requirements

IntraHealth is committed to integrity in procurement, and only selects suppliers based on objective business criteria such as price and technical merit. IntraHealth expects suppliers to comply with our [Code of Ethics](#).

I. Proposal Validity Period

Proposals shall remain valid and unit cost prices unchanged for **90 days** after the proposals are submitted. A Proposal valid for a shorter period shall be rejected as non-responsive.

J. Administrative documents

All important documents need to be submitted, such as curriculum vitae (CVs), or any other information, that the offeror feels relevant to be considered in the technical proposal such as:

- The contact information for the organization's Headquarters
- Dun & Bradstreet Number
- At least three references of clients for whom the offeror has recently provided services similar to those described herein

K. Evaluation and comparison of the Proposals

International IntraHealth, Inc. will compose a team to evaluate each proposal received by the deadline given. Considering that the proposals are sent separately, the evaluation of the proposals will be processed in two phases. The evaluation of the technical proposal will be done before the opening and the comparison of the financial proposals.

Financial proposals will be opened only for those proposals which will have received the minimal technical score of 70% (based on the grade coefficients below). The technical proposal is evaluated based on how the organization responds to the requirements of the RFP summarized on page two.

During the second phase, the financial proposals of all the offerors that have obtained the minimal technical score of 70% during the technical evaluation will be evaluated, but will not be assigned a rating. The evaluation of cost will include a determination of cost realism, completeness, and reasonableness. Cost realism is defined as the offeror’s ability to project costs which are realistic for the work to be performed; reflect a clear understanding of the requirements; and are consistent with the offeror’s technical capacity.

Criteria of evaluation as a whole

The Offeror’s submitted Technical Approach / Performance Work Statement (PWS) will be evaluated on the feasibility and extent to which the PWS achieves in an integrated, measurable, innovative, sustainable, and building on existing platforms the range of complex activities.

Summary of the proposals’ technical assessment forms		Grade coefficient	Maximum grade
1	Past Performance	25%	25
2	References	25%	25
3	Relevant experience in Africa	10%	10
4	Reasonableness of Level of Effort	20%	20
5	Reasonableness of proposed method	20%	20
Total			

L. Attribution of the Contract

International IntraHealth, Inc. will award the contract to the offeror (s) whose proposal, after evaluation, is considered as the most responsive to the needs of the organization and the requirements of the activity, and that provides the best value to IntraHealth, technical and financial factors combined. IntraHealth reserves the right to award in whole or in part, or to make no award at all.

The contract will stipulate the terms and conditions of IntraHealth International, Inc.

Attachment A - Scope of Work

BACKGROUND:

The U.S. President's Emergency Plan for AIDS Relief (PEPFAR) has worked in over 50 countries for the past 15 years, PEPFAR has saved and improved millions of lives, prevented millions of HIV infections, and changed the course of the global HIV/AIDS epidemic. Today, PEPFAR supports more than 14 million men, women, and children with antiretroviral treatment – more than twice as many as 4.5 years ago – and provided HIV testing services for 85.5 million people. PEPFAR has enabled more than 2.2 million babies to be born HIV free to HIV-positive women and provides assistance to more than 6.4 million orphans, vulnerable children, and their caregivers.

Local Partner Targets

PEPFAR announced Local Partner Targets at an April 2018 meeting of PEPFAR Interagency leadership. Targets were defined as percent funding to local prime partners including: 25% by Country Operational Plan (COP) 2018; 40% by COP 2019; 70% by COP 2020. According to PEPFAR's draft definition, a local partner must meet one of the three criteria below:

1. An individual:
 - a. The individual must be a citizen or legal permanent resident of the country served by the PEPFAR program
 - b. The individual's principal place of business must be located in the country served by the PEPFAR program and a sole proprietorship must be owned by the individual

2. Local entities (e.g. corporations/partnership, organizations):
 - a. The entity must be registered in and have principal place of business in the country served by the PEPFAR program
 - b. The entity must be 75% beneficially owned by citizens or legal permanent residents of the country served by the PEPFAR program
 - c. 75% of staff and 75% of senior staff must be citizens or legal permanent residents of the country served by the PEPFAR program
 - d. If the entity has a board, the majority of board members must be citizens or legal residents of the country served by the PEPFAR program

USAID released a Task Order to rapidly prepare Local Partners to have the capabilities and resources to serve as Prime Partners for USAID/U.S. President's Emergency Plan for AIDS Relief (PEPFAR) programming, in compliance with USAID and PEPFAR procedures, for PEPFAR program implementation in FY20 and FY21. IntraHealth won the bid and the project started on April 1, 2019.

PURPOSE OF THIS REQUEST FOR PROPOSAL

ASAP is seeking qualified service providers to assist with assessing and capacitating local NGOs to become prime USAID recipients in the area of financial management and compliance. Offerors can include as many areas as they choose.

ASSESSMENT TOOLS	
1. Non-US Organization Pre-Award Survey (NUPAS)	<p>The NUPAS is the Agency’s tool for making a responsibility determination of a not-for-profit or for-profit non-U.S. organization that is being considered for a USAID grant. The objectives of the NUPAS are:</p> <ol style="list-style-type: none"> 1. To determine whether the organization has enough financial and managerial capacity to manage USAID funds in accordance with U.S. Government and USAID requirements. 2. To determine the most appropriate method of financing to use under the potential USAID award. 3. To determine the degree of support and oversight necessary to ensure proper accountability of funds provided to the organization.
2. Organizational Capacity Assessment Tool (OCA)	<p>The OCA assists organizations in assessing the critical elements for effective organizational management and identifying those areas that need strengthening or further development. The OCA tool provides organizations with a set of criteria to assess their current management capacity to implement quality health programs, to identify key areas that need strengthening. Multi-level and multi-department involvement fosters’ team building and organizational learning. Inclusion of management, compliance, and program components ensure a holistic understanding of the organization’s strengths and challenges and the guided self-assessment by skilled facilitators instills ownership on the part of the organization for its improvement plan.</p> <p>OCA Domains: 1. Governance</p>

	<ul style="list-style-type: none"> 2. Administration 3. Human Resources 4. Financial Management 5. Organizational Management 6. Program Management 7. Project Performance Management
Landscape Analysis	Identification of appropriate NGOs in country, province or district.
Capacity Building	
Financial Management	<p>Strengthen financial Management and Internal Control Systems (e.g. ensuring local organizations have banking accounts, book-keeping systems, DUNS number, financial statements, standardized accounting cycles, standardized financial reporting);</p> <p>Ensure local partners demonstrate the ability to manage funding responsibly and efficiently, with capacity to meet USG program and financial reporting requirements;</p> <p>Help local partners establish financial planning processes and develop risk mitigation strategies ; and Ensure local partners have the capacity to comply with PEPFAR financial management systems, including expenditure reporting, management of outlays and timely outlay of COP funding.</p>
Financial Compliance	<p>Assist local partners in ensuring that they show Active status on System for Award Management (SAM) website, no exclusions on Office of Foreign Assets Control (OFAC) website, and no exclusions on United Nations (UN) Sanctions List; and</p> <p>Assist local partners in demonstrating compliance with US Standard Provisions for Non-US NGOs</p>
Audit Readiness	Provide TA to local partners to help selected organizations complete annual audit requirements for Non-US NGOs.
Sub Award / Grants Management	Support local partners in their role as grants managers and consortia leads. Assistance in this area might include training in grants/award management, program management, flow-down provisions, sub-award and contract negotiations.

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The offeror will have to propose a work plan which defines the principal phases and activities of the mission, as well as the possible suggestions which contribute to obtaining expected results. The operational and technical part of the Proposal should not contain any information on the costs of the services offered. This financial information must be provided separately in the cost proposal.

Case scenario:

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Attachment B: Purchase Order Terms and Conditions

GENERAL TERMS AND CONDITIONS PURCHASE ORDER FOR GOODS and SERVICES

1. Acceptance of Purchase Order

Acceptance of this purchase order shall affect a contract between IntraHealth International, Inc. ("IntraHealth") and the Vendor under which the rights and obligations of the Parties shall be governed solely by the terms and conditions of this purchase order. This order will be considered to be accepted upon acknowledgement or (electronic or other) signature by an authorized representative of the Vendor.

1.2. Performance. Vendor shall perform services and supply goods for the prices set forth therein and pursuant to the delivery timeframes set forth and agreed upon by IntraHealth and Vendor. IntraHealth may direct changes to the Purchase Order in writing, and Vendor shall comply immediately with such direction. If there is a change leading to an increase or decrease of the cost or time required for Vendor to provide deliverables under the Purchase Order, the parties shall negotiate an equitable adjustment in the price or schedule, or both, to reflect the increase or decrease.

1.3. On Time Delivery. Time is of the essence in Vendor's delivery of Goods and performance of Services. Vendor will promptly notify IntraHealth if it is unable to comply with the delivery or performance date specified in the Purchase Order. If Vendor fails to deliver or perform on time, and the parties are unable to mutually agree to an extension of time, Vendor will be liable for actual and reasonable costs and damages that are incurred by IntraHealth as a result of the late delivery or performance.

1.4. Quality of Goods. Vendor warrants that the goods (including packaging) and services set forth herein (a) must be strictly in accordance with bid, proposal or quote referred to and shall not deviate in any way from terms, conditions or specification of the bid, proposal or quote; (b) are of merchantable quality; (c) are fit for the particular needs and purposes of IntraHealth as may be communicated to Vendor; (d) comply with the highest warranties, representations and options expressed by Vendor orally or in any written advertisement, correspondence or other document provided to or in the possession of IntraHealth; (e) comply with all applicable laws, codes and regulations; and (f) are not restricted in any way by patents, copyrights, trade secrets, or any other rights of third parties. If any of the foregoing warranties is breached, Vendor agrees to correct all defects and nonconformities, to be liable for all direct, indirect, consequential and other damages suffered by Buyer and any other persons, and to defend and indemnify IntraHealth from any claim asserted by any person resulting in whole or in part from such breach.

1.5. Payment and Acceptance. IntraHealth standard terms for payment shall be Net 30 days from the date of receipt unless otherwise agreed, of the Vendor's invoice for the goods and copies of the delivery/shipping documents specified in this Purchase Order. The Vendor shall submit one correct invoice in respect of this purchase order, and such invoice must indicate the purchase order number. The prices shown in this purchase order may not be increased except by express written agreement of IntraHealth.

2. Independent Vendor

The relationship of the Vendor to IntraHealth is that of a Vendor, and nothing in this purchase order shall be construed as creating any other relationship. Accordingly, Vendor shall comply with all applicable laws and assume all risks incident to its status as a Vendor. This includes, but is not limited to, responsibility for all applicable federal and state income taxes, associated payroll and business taxes, licenses and fees, and such insurance as is necessary for Vendor's protection in connection with work performed under this purchase order. Neither Vendor nor anyone employed by it shall be, represent, act, purport to act, or be deemed to be an agent, representative, employee, or servant of IntraHealth.

3. Indemnification

The Vendor shall indemnify and hold IntraHealth, its trustees, officers, agents and employees, harmless from any and all loss, damages, liability, claims, demands, suits, or judgments, penalties and costs (including any reasonable attorney's fees), as a result of any damage or injury to any person or persons (including property and employees, or agents, of IntraHealth), or for any injury to third persons or their property which is directly caused by the negligence, willful misconduct, or violation or statutory duties of either party, or its employees or agents, in the course of any work specified in this purchase order.

4. Modifications

Any changes to the scope of work of this purchase order that do not have cost implications, i.e. that fall within the monetary threshold established in this purchase order, shall be approved in writing by IntraHealth.

4.1. Any changes to the scope of work that bring the total cost of the services rendered above the total amount of this purchase order must be authorized in advance by IntraHealth and handled through a written modification of this purchase order.

5. Assignment

Neither this purchase order, nor any of the duties and obligations under this purchase order may be assigned or subcontracted out by the Vendor without the prior written consent of IntraHealth.

6. Terrorist Financing

The Vendor is reminded that U.S. Executive Orders and U.S. law prohibits transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of the Vendor to ensure compliance with these Executive Orders and laws.

7. Inspection and Approval

All goods or services furnished must be as specified and will be subject to inspection and approval of IntraHealth after delivery. IntraHealth reserves the right to reject and return, at the risk of expense to the Vendor, such portion of any delivery which may be defective or fail to comply with the specifications, for a refund or require Vendor to repair or replace such goods or re-perform such services without charge and in a timely manner. Payment will not be deemed acceptance of goods or services.

8. Insurance

The Vendor shall obtain and maintain all applicable and appropriate insurance (including, without limitation, business, workers' compensation, auto, errors and omissions, professional and commercial general and liability insurance) in an amount consistent with Vendor's industry practice.

9. Limitation of Liability

To the extent permitted by local law, in no event will IntraHealth be liable for any lost revenues, profits, incidental, indirect or consequential, special or punitive damages. In no event shall IntraHealth's liability to the Vendor exceed the total amount of fees actually paid by IntraHealth to the Vendor hereunder.

10. Import and Export

Vendor is the importer and exporter of record. Vendor will comply with all import and export laws and administrative requirements, including the payment of all associated duties, taxes and fees and all applicable laws, regulations, certifications and registrations associated with the import or export of the Vendor's products.

11. Taxes

Unless otherwise specified herein, Vendor agrees that the price quoted herein includes all federal, state and local sales, use, excise, transaction, and other taxes. Vendor is responsible for and will pay all applicable taxes, charges, fees, levies or other assessments imposed or collected by any governmental entity on sales, use, or transfer of goods and services. If IntraHealth provides a certification of an exemption from tax, or reduced rate of tax imposed by an applicable taxable authority, the Vendor agrees not to invoice any such tax. IntraHealth agrees to pay any such tax that is legally owed.

12. General Provisions

12.1. Ownership of Products and Intellectual Property

Vendor hereby irrevocably assigns and transfers to IntraHealth as of the time of creation of the Work Product, all right, title and interest it may have to such Work Product, including all intellectual property rights therein, and hereby waives any and all rights in and to such Work Product, including moral rights and rights of attribution. Upon the request of IntraHealth, Vendor agrees to take such further actions, including execution and delivery of instruments of conveyance or assignment necessary or appropriate to vest complete title and ownership to IntraHealth and as necessary for IntraHealth to obtain legal protection for such Work Product in the United States and foreign jurisdictions. Decisions to distribute any such property, products or materials to other organizations will be made by IntraHealth, in its sole discretion. Nothing contained in this purchase order shall, by express grant or implication convey to either Party any right, title, interest, or license in the inventions, patents, technical data, or computer software of the other Party conceived or produced outside this purchase order. If Vendor requires use of or access to any pre-existing intellectual property of IntraHealth for performance of the services, Vendor shall have only a limited license to use such intellectual property solely for the purpose of the services for the benefit of IntraHealth.

12.2. Force Majeure

a. Neither party hereto shall be liable for any unforeseen event beyond that party's reasonable control (unless caused by the willful misconduct or gross negligence of such party), which causes such party to be unable to perform its obligations under this purchase order and which such party has been unable to overcome through the exercise of due diligence (hereinafter "force majeure events"). Force majeure events shall include, but not be limited to, flood, drought, earthquake, storm, fire, pestilence, and other natural catastrophes, epidemic, war, riot, civil disturbance or disobedience, strikes, other labor disputes, or failure, threat of failure, or sabotage of any facilities or equipment used in conjunction with this purchase order, or any order or injunction made by a court or public agency of competent jurisdiction.

b. If a force majeure event occurs, the party unable to perform its obligations under this purchase order shall notify the other party promptly, shall use its reasonable efforts to resume performance as quickly as possible, and shall suspend its performance only for as long as is necessary due to the force majeure event.

12.3. Disputes

a. Any controversy or claim arising out of or relating to this purchase order, or the breach thereof, may be settled by arbitration. Judgment upon the award rendered by the arbitrator may be entered in any of competent jurisdiction. b. If a judicial proceeding is brought by either party (a) to resolve a dispute subject to arbitration hereunder, or (b) to challenge an arbitration award rendered hereunder, the defendant in that proceeding, if it prevails, may seek to receive its costs and reasonable attorney's fees. If a Party fails to comply with an arbitral award rendered hereunder, and the other Party seeks enforcement of the award in court, the plaintiff in that proceeding, if it prevails, may seek to receive its costs and reasonable attorney's fees.

12.4. Change or cancellation for convenience

IntraHealth by written notice may change or terminate all or any part of this purchase order for IntraHealth's convenience. If such a change results in an increase or decrease in costs to be incurred or time needed to complete performance of this purchase order, then IntraHealth and Vendor will make a fair and equitable modification of their rights and obligations under this agreement, provided however that IntraHealth will not compensate Vendor for any services not performed or goods not shipped by the date of such change or termination. If such goods are standard items of Vendor's inventory, Vendor's claim for an equitable adjustment under this paragraph must be submitted to IntraHealth in writing within 30 days of receipt of notice of change or termination, otherwise all such claims of Vendor shall be deemed to have been waived.

12.5. Governing Law

This purchase order will in all respects be governed by and construed in accordance with the laws of the State of North Carolina, United States of America.