

|  |  |
| --- | --- |
| **RFQ Number:** | RFQ-MAD-01 |
| **Issuance Date:** | 3/15/2018 |
| **Deadline for Questions:** | 3/19/2018 10AM, Eastern Standard Time, United States |
| **Deadline for Offers:** | 3/22/2018 10AM, Eastern Standard Time, United States |
| **Description:** | Country Registration Services |
| **For:** | Farmer to Farmer Madagascar (F2F) |
| **Funded By:** | USAID |
| **Implemented By:** | CNFA |
| **Point of Contact** | Christian Schunk  Senior Director of Operations, Compliance, and Contracts  cschunk@cnfa.org |

1. **Introduction**:

The USAID-support Farmer-to-Farmer (F2F) Program combines volunteer consultancies with highly skilled local staff to deliver technical assistance and business development services to farmer organizations, and agricultural MSMEs. Our volunteer consultants are U.S. citizens (or permanent U.S. residents) and comprised of farmers, agribusiness professionals, cooperatives managers, bankers, agricultural educators, and others with expertise in agriculture. The primary goal of the F2F program is to generate rapid, sustainable, broad-based economic growth in the agricultural sector; the secondary goals is to increase the American public’s understanding of international development issues and programs as well as international understanding of the US and US development programs.

In anticipation of implementing the F2F Program in Madagascar beginning in 2018, CNFA seeks legal assistance in registering as an NGO in country.

Offerors are responsible for ensuring that their offers are received by CNFA in accordance with the instructions, terms, and conditions described in this RFQ. Failure to adhere to instructions described in this RFQ may lead to disqualification of an offer from consideration.

1. **Offer Deadline and Protocol**:

Offers must be received no later than 10AM, Eastern Standard Time, United States on March 22, 2018. Offers must be submitted by email to cschunk@cnfa.org.

Please reference the RFQ number in any response to this RFQ. Offers received after the specified time and date will be considered late and will be considered only at the discretion of CNFA. The cover page of this solicitation summarizes the important dates of the solicitation process. Offerors must strictly follow the provided deadlines to be considered for award.

1. **Questions:**

Questions regarding the technical or administrative requirements of this RFQ may be submitted by no later than 10am Eastern Standard Time, U.S., March 19, 2018 by email to cschunk@cnfa.org. Questions must be submitted in writing; phone calls will not be accepted. Questions and requests for clarification—and the responses thereto—that CNFA believes may be of interest to other offerors will be circulated to all RFQ recipients who have indicated an interest in bidding.

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

1. **Requirements**: Offerors must submit a technical proposal answering the following questions:
2. CNFA has learned that the Government of Madagascar requires the following documents for an organization to successfully register as a Non-Governmental Organization (NGO):
   1. A formal request to the Minister of Foreign Affairs;
   2. Official Status of one’s organization, along with receipt of the organization’s declaration;
   3. Fact Sheets indicating the names of the founding members , Board of  Directors; members, the purposes, financial resources, financial partners;
   4. Document stating the activities and NGO's past achievements, and projects to be implemented in two years;
   5. Summary of said project in Madagascar;
   6. Curriculum Vitae of the local official, and the first international focal point;
   7. Agreements from concerned City councils or municipalities;
   8. List of registered expatriate workers regarding Article 3 of the Agreement;
   9. Periodic Statistics of jobs created (intra and ripple effect ); and,
   10. Draft Agreement "Accord de siège".

Can the offeror confirm if this list is accurate? If the list is not accurate, what documents are missing from or surplus to the list above?

1. Can the offeror also serve as the “local official” in bullet “f.” above on a temporary basis while CNFA recruits a Country Director? If so, will this constitute an addition to the fees listed in question 7?
2. Please advise on how to best address bullet “g” in the above list if CNFA does not yet know what geographic regions it plans on working in yet.
3. Please provide references for one or more international organizations your firm has assisted in registering as an NGO in Madagascar. If the offeror has only assisted one NGO, please list another international entity as the second reference.

1st reference 2nd reference

* 1. Organization a. Organization
  2. Name of Individual b. Name of Individual
  3. Title c. Title
  4. Email address d. Email address

1. How long does the registration process usually take? What is the typical range (1-3 months, 6-12 months, etc.)?
2. Are there any reporting requirements that CNFA must comply with once it successfully registers?
3. Please list your rate and pricing structure, per the below, using the job titles and roles your firm employs (illustrative ones have been provided below):

|  |  |  |  |
| --- | --- | --- | --- |
| Title | Daily Rate | Hourly Rate | Fees not covered (travel, postage, etc.) |
| Partner |  |  |  |
| Senior Associate |  |  |  |
| Associate |  |  |  |
| Paralegal |  |  |  |

What are the total estimated costs you anticipate for helping CNFA register as an NGO?

If CNFA were to hire you for the registration process, what would be your monthly retainer fee? Can you provide a lump sum price to be paid upon successful registration? If so, please, state your fee.

1. Can CNFA implement activities in Madagascar while its registration is still pending or in process?
2. Can CNFA open a bank account in Madagascar prior to successful registration?
3. **Evaluation**: The award will be made to a responsible offeror whose offer follows the RFQ instructions and provides a best value to CNFA. The quality of the offeror’s responses to the questions in the requirements section outweigh the importance of price considerations in the scoring, but price will still be considered.

Best-offer proposals are requested. It is anticipated that award will be made solely on the basis of these original proposals. However, CNFA reserves the right to conduct any of the following:

* CNFA may conduct negotiations with and/or request clarifications from any offeror prior to award;
* While preference will be given to offerors who can address the full technical requirements of this RFQ, CNFA may issue a partial award or split the award among various suppliers, if in its best interest;
* CNFA may cancel this RFP at any time.

Please note that if there are deficiencies regarding responsiveness to the requirements of this RFQ, an offer may be deemed “non-responsive” and thereby disqualified from consideration. CNFA reserves the right to waive immaterial deficiencies at its discretion.

1. **Payment and Award:** The resulting award will be either a time and materials contract or a fixed price contract.
2. **Offer Format Instructions:** All proposals must be formatted in accordance with the below requirements:
3. English
4. Include the individual/agency/organization name, date, RFQ number, and page numbers as a header or footer throughout the document.
5. A cover letter on company letterhead using the format in Annex A, signed by an authorized representative of the offeror and responding in full to the questions in section 3.
6. A copy of the offeror’s business license, or, if an individual, a copy of his/her identification card.

**Annex A – Offeror Cover Letter**

*The following cover letter must be placed on letterhead and completed/signed/stamped by a representative authorized to sign on behalf of the offeror:*

To: CNFA,

Christian Schunk, Senior Director of Operations, Compliance & Contracts

Reference: RFQ-MAD-01

To Whom It May Concern:

We, the undersigned, hereby provide the attached offer to perform all work required to complete the activities and requirements as described in the above-referenced RFQ. Please find our offer attached.

We hereby acknowledge and agree to all terms, conditions, special provisions, and instructions included in the above-referenced RFQ. We further certify that the below-named firm—as well as the firm’s principal officers and all commodities and services offered in response to this RFQ—are eligible to participate in this procurement under the terms of this solicitation and under USAID regulations.

Furthermore, we hereby certify that, to the best of our knowledge and belief:

* We have no close, familial, or financial relationships with any CNFA staff;
* We have no close, familial, or financial relationships with any other offerors submitting proposals in response to the above-referenced RFQ; and
* The prices in our offer have been arrived at independently, without any consultation, communication, or agreement with any other offeror or competitor for the purpose of restricting competition.
* All information in our proposal and all supporting documentation is authentic and accurate.
* We understand and agree to CNFA’s prohibitions against fraud, bribery, and kickbacks.
* We understand and agree to CNFA’s prohibitions against funding or associating with individuals or organizations engaged in terrorism or trafficking in persons activities.

We hereby certify that the enclosed representations, certifications, and other statements are accurate, current, and complete. We also certify that this offer is valid for 90 calendar days after submission.

|  |  |
| --- | --- |
| Authorized Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Name & Title of  Signatory:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Company Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Company Address:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Telephone:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Website:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Company Registration or Taxpayer ID Number:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Does the company have an active bank account? (Y/N):\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Official name associated with the bank account (for payment): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | |

**Annex 1 – CNFA Terms and Conditions**

**1. Ethical and Business Conduct Requirements.** CNFA is committed to integrity in procurement, and only selects suppliers based on objective business criteria such as price and technical merit.

CNFA does not tolerate fraud, collusion among offerors, falsified proposals/bids, bribery, or kickbacks. Any firm or individual violating these standards will be disqualified from this procurement, barred from future procurement opportunities, and may be reported to both USAID and the Office of the Inspector General.

Employees and agents of CNFA are strictly prohibited from asking for or accepting any money, fee, commission, credit, gift, gratuity, object of value or compensation from current or potential vendors or suppliers in exchange for or as a reward for business. Employees and agents engaging in this conduct are subject to termination and will be reported to USAID and the Office of the Inspector General. In addition, CNFA will inform USAID and the Office of the Inspector General of any supplier offers of money, fee, commission, credit, gift, gratuity, object of value or compensation to obtain business.

Offerors responding to this RFQ must include the following as part of the proposal submission:

* Disclose any close, familial, or financial relationships with CNFA or project staff. For example, if an offeror’s cousin is employed by the project, the offeror must state this.
* Disclose any family or financial relationship with other offerors submitting proposals. For example, if the offeror’s father owns a company that is submitting another proposal, the offeror must state this.
* Certify that the prices in the offer have been arrived at independently, without any consultation, communication, or agreement with any other offeror or competitor for the purpose of restricting competition.
* Certify that all information in the proposal and all supporting documentation are authentic and accurate.
* Certify understanding and agreement to CNFA’s prohibitions against fraud, bribery and kickbacks.

Potential violations may also be reported directly to CNFA at to [FraudHotline@cnfa.org](mailto:FraudHotline@cnfa.org) or by phone at 202-296-3920.

**2. Terms and Conditions**: This solicitation is subject to CNFA’s standard terms and conditions. Any resultant award will be governed by these terms and conditions; a copy of the full terms and conditions is available upon request. Please note the following terms and conditions will apply:

1. CNFA’s standard payment terms are net 30 days after receipt and acceptance of any commodities or deliverables. Payment will only be issued to the entity submitting the offer in response to this RFQ and identified in the resulting award; payment will not be issued to a third party.
2. No commodities or services may be supplied that are manufactured or assembled in, shipped from, transported through, or otherwise involving any of the following countries: Cuba, Iran, North Korea, Syria.
3. Any international air or ocean transportation or shipping carried out under any award resulting from this RFQ must take place on U.S.-flag carriers/vessels.
4. United States law prohibits transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. The supplier under any award resulting from this RFQ must ensure compliance with these laws.
5. The title to any goods supplied under any award resulting from this RFQ shall pass to CNFA following delivery and acceptance of the goods by CNFA. Risk of loss, injury, or destruction of the goods shall be borne by the offeror until title passes to CNFA.
6. United States law prohibits engaging in any activities related to Trafficking in Persons. The supplier under any award resulting from this RFQ must ensure compliance with these laws.

**3. Disclaimers:** This is a RFQ only. Issuance of this RFQ does not in any way obligate CNFA or USAID to make an award or pay for costs incurred by potential offerors in the preparation and submission of an offer. In addition:

1. CNFA may cancel RFQ and not award;
2. CNFA may reject any or all responses received;
3. Issuance of RFQ does not constitute award commitment by CNFA;
4. CNFA reserves the right to disqualify any offer based on offeror failure to follow RFQ instructions;
5. CNFA will not compensate offerors for response to RFQ;
6. CNFA reserves the right to issue award based on initial evaluation of offers without further discussion;
7. CNFA may negotiate with short-listed offerors for their best and final offer;
8. CNFA reserves the right to order additional quantities or units with the selected offeror;
9. CNFA may reissue the solicitation or issue formal amendments revising the original RFQ specifications and evaluation criteria before or after receipt of proposals;
10. CNFA may modify the specifications without issuing a formal notice to all offerors when the revisions are immaterial to the scope of the RFQ;
11. CNFA may choose to award only part of the activities in the RFQ, or issue multiple awards based on multiple RFQ activities;
12. CNFA reserves the right to waive minor proposal deficiencies that can be corrected prior to award determination to promote competition;
13. CNFA will contact all offerors to confirm contact person, address, and that the bid was submitted for this RFQ;
14. CNFA will contact all offerors to inform them whether or not they were selected for award;
15. In submitting a response to this RFQ, offerors understand that USAID is not a party to this solicitation and the offeror agrees that any protest hereunder must be presented – in writing with full explanations – to CNFA. USAID will not consider protests regarding procurements carried out by implementing partners. CNFA, at its sole discretion, will make a final decision on any protest for this procurement.

**5. Taxes and VAT**: As an organization that is implementing a project on behalf of USAID, CNFA is exempt from being charged VAT, customs duty or fee, excise tax, road tax, or any other form of tax or tariff for goods and services purchased for USAID funded activities. As such, offerors agree to exclude VAT or any similar taxes or fees from its cost proposal.

**6. Eligibility**: By submitting an offer in response to this RFQ, the offeror certifies that it and its principal officers are not debarred, suspended, or otherwise considered ineligible for an award by the U.S. Government. CNFA will not award a contract to any firm that is debarred, suspended, or considered to be ineligible by the U.S. Government.