



REQUEST FOR PROPOSAL

Date: **February 22, 2022**
Subject: **Request for Proposal to develop and launch online learning platform for NGOs in Timor-Leste**

RFP Number: **NAGGA-RFP-22-003**
Questions Deadline: **March 1, 2022**
Offer Deadline: **March 9, 2022**

Counterpart International (hereinafter Counterpart) is soliciting proposals for the supply of **services to develop and launch an online learning platform for non-governmental organizations (NGOs) in Timor-Leste**, as described in this Request for Proposals (RFP). Counterpart anticipates awarding a firm fixed price subcontract. These services are required under the **USAID/Timor-Leste NGO Advocacy for Good Governance Activity** under **Contract No. 072047220C00001** (hereinafter “the Award”) issued by the **United States Agency for International Development** (hereinafter **USAID**).

Firms invited by Counterpart (hereinafter “bidders or Offerors”) to submit offers (hereinafter “bids” or “offers”) for the services described in the attached supply schedules are under no obligation to do so. The Bidder shall bear all costs associated with the preparation and submission of the Proposal, Counterpart will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the solicitation.

This Request for Proposal includes the following sections:

- I. Instructions to Bidders
- II. Offer Checklist
- III. Technical Specifications

All correspondence and/or inquiries regarding this RFP should be requested in accordance with the enclosed Instructions to Bidders (Section I, Clause 10, Clarifications).

The Instructions to Bidders (henceforth ITB) shall not form part of the bid or of the **subcontract awarded to the successful bidder**. They are intended to aid bidders in the preparation of bids. For the purposes of interpretation of these ITB, unless otherwise stated, the number of days stated herein shall be consecutive calendar days.

Submission of bids should be completed in accordance with the enclosed instructions to Bidders (Section I, clause 11, Submission of Bids).

SECTION I
INSTRUCTIONS TO BIDDERS

1. Introduction

- 1.1 **Request for Proposal (RFP) No. NAGGA-RFP-21-003, dated February 22, 2022** Counterpart, acting on behalf of the **USAID/Timor-Leste NGO Advocacy for Good Governance Activity**, is hereby soliciting bids for the supply of comprehensive services to **develop and launch an online learning platform for NGOs in Timor-Leste**, as described in Section II of the ITB.
- 1.2 The USAID/Timor-Leste NGO Advocacy for Good Governance Activity (hereinafter known as the Activity) is currently being implemented by Counterpart International (Counterpart). The Activity seeks to expand the NGO enabling environment and strengthen the organizational, research, networking, and financial capacity for local NGOs in Timor-Leste to provide increased evidence-based, sustainable advocacy services on behalf of citizens.

2. Eligible Source Countries for Goods and Services

- 2.1 All goods and services to be supplied under the **subcontract** that exceed \$25,000, shall have their origin in countries listed under the USAID Geographical Code 937 and shall include the following:

937 – “Any area or country including the U.S., cooperating country, and developing countries, excluding advanced developing country.” List of Advanced Developing Countries: <https://2012-2017.usaid.gov/sites/default/files/documents/1876/310mab.pdf>

- 2.2 A bidder will be considered ineligible if it has been suspended, debarred, or ineligible, as Indicated on (1) the “List of Parties Excluded from Federal Nonprocurement Programs” and/or (2) the “Consolidated Lists of Designated Nationals”. Bidders submitting proposals must (1) be officially licensed to do such business in Timor-Leste, (2) be able to receive USAID funds. In addition, Bidders may be required to provide the following information:

- Documentation to verify licensure (e.g., tax id, registration certificate, etc.)
- Demonstration of adequate management and financial resources to perform the contract
- Satisfactory records of performance history, integrity and business ethics
- Documentation to verify that their organization is locally registered and/or currently operating in Timor-Leste.

3. Preparation of Bids

- 3.1 Bidders are expected to examine the specifications and all instructions contained in this RFP. Failure to do so shall be at the Bidder's risk.
- 3.2 The Bid prepared by the Bidder and all correspondence related to the Bid and exchanged by the Bidder and Counterpart shall be in English.

4. Contents of Bid

Submitted bids are required to consist of the following documents:

Technical Proposal

1. Statement of Qualifications, as referenced in clause 7, showing evidence of prior experience in:
 - i. Developing, launching, and handing over an online learning/digital platform for a local non-governmental organization (NGO) in Timor-Leste that includes functionalities such as a searchable resource library.
 - ii. Developing an online learning/digital platform as described above as part of a development project and in collaboration with both local and international partners.
 - iii. Developing a digital platform for Timorese NGOs as users.
 - iv. Direct, in-person collaboration and engagement with Timorese NGO(s) to develop and deliver technology solutions.
 - v. Implementing technology solution projects in partnership with international donor agencies.
 - vi. Planning for product sustainability and effective handover, including of licensing, to a recipient non-governmental organization.
2. Outline of proposed services (including technologies to be used), solutions, and qualifications of proposed team
3. Plan of action and implementation timetable to implement the scope of work outlined in Section III.
4. Identify and document the security requirements — for example, where data is stored, how users should receive logins and passwords and authenticate into the system, and who can have access to what data, with administrator rights to make changes and those who can make changes.
5. Propose methodology of integration and compatibility with existing digital platform Hamutuk.tl.
6. Provide a plan detailing the timeframe for user acceptance testing and subsequent handover/transition strategy which includes inspection, FAQ, and trouble shooting.

Cost Proposal

1. Cost Proposal – in Microsoft Excel, unlocked, and with formulas intact.

5. Format and Signing of Bid

The Bidder shall prepare one bid in two parts (technical and price quote) with all the required sections of the proposal and shall be signed by a person duly authorized to bind the Bidder.

6. Cost Proposal

- 6.1 The cost proposal is used to determine which proposals represent the best value and serves as a basis of negotiation before award of a subcontract. Therefore, the offerors must provide a detailed budget showing major line items as well as a budget. Bidders shall prepare a cost proposal in a workable Microsoft Excel document (unlocked with intact formulas) specifying the detailed cost breakdown and the total price of the services being offered in response to this RFP. The Bid shall clearly indicate that the prices shall be for the services whose technical specifications are described in Section III – Technical Specifications.
- 6.2 The Bidder shall indicate the unit price in USD for each service, the description, the quantity, and the total cost in USD of the Bid, which will comprise the total price of the Bid. If there is any discrepancy between the unit price and the total amount, the unit price shall be considered as correct, and the total amount adjusted accordingly. It shall be assumed that the Bidder is not bidding on any item for which a unit price or total amount is not indicated.

- 6.3 Counterpart International reserves the right to request additional cost information if the evaluation committee has concerns of the reasonableness and/or realism.
- 6.4 Counterpart International has tax-exempt status and we request tax-exclusive pricing information.

7. Statement of Qualifications

The Bidder shall include a Statement of Qualifications. The **Statement of Qualifications** (please refer to Clause 4 above) shall not exceed three (3) pages in length and will be used to evaluate the Offeror's organizational and technical capacity, in relation to the Product/Services Specifications provided. The Statement of Qualifications must include, but is not limited to:

- Size of the agency/firm; financial resources available to complete this work; staffing competencies and capabilities; past experience performing similar work for/with other organizations/companies (especially those supporting the work of international donors) and/or in the similar context.
- A written description of institutional capacity and experience implementing similar projects, fulfilling tasks and meeting clients' needs, and preparing the product for sustainability and handover, as described Section III, Technical Specifications.
- A statement that the Offeror has adequate IT, office and similar equipment and other necessary resources to carry out and complete the work specified in the SOW should the work need to be performed remotely/virtually due to the impact of COVID-19 and the related circumstances beyond either party's control
- References of successful prior projects of a similar nature are of key importance. These references should include contact names, e-mail addresses, and telephone numbers of persons who can be contacted regarding the Bidder's prior performance.

8. Bid Validity Period

- 8.1 Bids shall remain valid until **for ninety (90) days** after the offer deadline. A bid valid for a shorter period shall be rejected as non-responsive.

9. Deadline and Late Bids

- 9.1 It is the Bidder's sole responsibility to ensure that bids are received by Counterpart on or before the Offer Deadline of **March 9, 2022** Electronic submissions are strongly encouraged. Faxed bids will not be accepted.
- 9.2 A Bid received after the deadline for submission of bids shall be considered only at the discretion of Counterpart. Bidders will be held responsible for ensuring that their bids are received in accordance with the instructions stated herein.

10. Clarification of Bidding Documents

Questions regarding the technical or administrative requirements of this RFP may be submitted no later than **March 1, 2022, at 5:00 p.m. EST** by email to NAGGAcurement@counterpart.org.

During discussions, evaluators may determine a need for written clarification on an Offeror's proposal. Offerors shall only provide additional information to clarify their original response. This is not an opportunity for the Offeror to change their response to the original question.

11. Submission of Bids

- 11.1 Only electronic submissions will be accepted. All bids with technical and price schedule must be received by **March 9, 2022 at 5:00 p.m. EST by email to NAGGAprocurement@counterpart.org**. Late bids will be evaluated at the sole discretion of the program.
- 11.2 Ensuring successful transmission and receipt of the bids is the responsibility of the Bidder. It is recommended that no e-mail exceed the size of 10 MB, inclusive of attachments.

12. Amendment of Bidding Documents

Counterpart may at its discretion, for any reason, whether at its own initiative or in response to a clarification by a Bidder, modify bidding documents by amendment. All prospective Bidders that have received bidding documents will be notified of the amendment by e-mail and such amendments will be binding on them.

13. Modification of Bids

Any Bidder has the right to withdraw, modify, or correct its bid after it has been delivered to Counterpart, provided the request for such a withdrawal, modification, or correction together with full details of such modification or correction is received by Counterpart at the submission contact point given above before the time set for opening bids. Counterpart may ask any Bidder for a clarification of its bid; nevertheless, no Bidder will be permitted to alter its Bid Price or make any other material modification after the deadline unless the RFP has been amended or the deadline extended. Clarifications which do not change the Bid Price or other material aspects of the bid may be accepted.

14. Criteria for Award and Evaluation

- 14.1 Subject to Clause 15, Counterpart will award the **firm fixed price subcontract** to that Bidder whose proposal is deemed acceptable and which offers the best value based upon the evaluation criteria in Section III – Technical Specifications – Evaluation Criteria. In order for a bid to be deemed acceptable, it must comply with all the terms and conditions of the RFP without material modification. A material modification is one which affects the price, quantity, quality, delivery or installation date of the equipment or materials or which limits in any way any responsibilities, duties, or liabilities of the bidders or any rights of Counterpart. In addition, the successful bidder must be determined to be responsible. A responsible bidder is one who has the technical expertise, management capability, workload capacity, and financial resources to perform the work. Counterpart may, at its option, reject all bids.

15. Counterpart's Right to Accept Any Bid and to Reject Any or All Bids

- 15.1 Counterpart will reject any bid that is nonresponsive. Further, Counterpart reserves the right to waive any minor informalities in the bids received if it appears in Counterpart's best interests to do so, to reject the bid of any bidder if, in Counterpart's judgment, the bidder is not fully qualified to provide the services as specified in the **firm fixed pricesubcontract**, or to reject all bids.

16. Notification of Award

- 16.1 Before the expiration of the period of bid validity, Counterpart will notify the successful Bidder in writing that its bid has been accepted.

- 16.2 Upon the successful Bidder acknowledging receipt of the Notification of Award, Counterpart will promptly notify any unsuccessful Bidder, the name of the successful Bidder and that their bids were rejected. If after notification of award, a Bidder wishes to ascertain the grounds on which its bid was not selected, it should address its request to Counterpart in writing.

17. Acceptance of Privacy Policy and Terms and Conditions.

By Submitting a proposal to Counterpart International, The company or the individual consents to Counterpart's privacy policy terms and conditions (<https://www.counterpart.org/terms-and-conditions/>), and provides Counterpart International permission to process the company's or individual's personal data specifically for the performance of, and purposes identified in, this solicitation document and in compliance with Counterpart's legal obligations under applicable United States and European Union laws, data protection and regulations and any other applicable legal requirements. The company/Individual may withdraw their consent at any time by contacting privacy@counterpart.org. If consent is withdrawn, Counterpart reserves the right to accept or reject the offer.

SECTION II
OFFER CHECKLIST

To assist offerors in preparation of proposals, the following checklist summarizes the documentation to include an offer in response to this RFP:

- Cover letter, signed by an authorized representative of the offeror (see Section IV below)
- Official proposal, including:
 - Technical Proposal (refer to clause 4), including Statement of Qualifications (refer to clause 7)
 - Price Quote (refer to clause 6)
- Copy of offeror's registration or business license

SECTION III TECHNICAL SPECIFICATIONS

1. General Background

Counterpart seeks a firm to provide a full range of services for developing an **online learning platform for use of NGOs in Timor-Leste**. The platform will be housed with an organization of NGOs in Timor-Leste., which will eventually manage and operate the platform. The platform will include several functionalities, including a searchable **resource library/repository, a roster of technical experts/consultants, and a component that facilitates for communication, learning exchanges, and networking among NGO users**. The vendor will coordinate closely with the USAID/Timor-Leste NGO Advocacy for Good Governance Activity (“the Activity”) and Timorese NGO forum throughout this process.

Counterpart anticipates the firm will provide these services over a period of **12 months, beginning in March 2022. If deemed necessary and appropriate, the Activity may continue the engagement as the developed learning platform evolves.**

2. Scope of Work

The vendor is anticipated to provide the following core services/tasks in collaboration with the Activity and forum of Timorese NGOs. **The Learning Platform and its components must be properly branded with the USAID logo.**

Learning Platform:

- Develop an **online Learning Platform** for Timorese NGOs that includes several functionalities, including a **resource library/repository, a roster of technical experts/consultants, and a component that facilitates for communication, learning exchanges, and networking among NGO users**.
- The Learning Platform design must respond to challenges the target audience may face, such as low bandwidth, internet connectivity challenges, dated hardware and software, learners who may be unfamiliar with online learning, etc.
- The Learning Platform must seamlessly integrate or operate alongside existing platforms that the forum of Timorese NGOs currently manages.
- The vendor will design and lead a planning session with the Activity and the local partner/recipient to create a strategy and plan for the Learning Platform design and development and online course design and implementation.
- Manage the Platform and provide maintenance to ensure functionality of all components and positive user experience, including responding to reported glitches, troubleshooting, etc.
- The vendor will collect metrics on platform usage, including, but not limited to, number of unique visits, time spent on individual pages, which functionalities are used the most and least as well as garner user feedback on the site and make recommendations for changes based on user feedback.

Maintenance, licensing, and handover

- The vendor will develop a sustainability plan describing in detail the transfer of management and license of the Learning Platform to the forum of Timorese NGOs.
- Following launch of the Learning Platform, the vendor will provide system maintenance for a specified period and conduct training and coaching to ensure successful handover, including of Platform licensing, the local partner/recipient organization at the end of this subcontract.

3. Assignment Duration, Place of Performance, and Other Conditions.

As stated above, Counterpart anticipates this engagement will be in place for approximately 12 months, beginning with an intensive period of designing and developing the learning platform and its components in the initial months. The engagement will take place in Dili, Timor-Leste and will require presence in Timor-Leste to provide mentoring and training to the forum of Timorese NGOs. **As Counterpart identifies additional needs for the platform, the Activity will engage the vendor, under a new agreement, to support course content design, development, and facilitation (if needed and appropriate).**

4. Expected Results, Deliverables.

Through this engagement, the vendor will deliver a comprehensive online learning platform that houses e-learning / online training modules and resources relevant to Timorese NGOs and facilitates communication, information exchange, and learning among them. Specific deliverables to this end include:

- 1) Co-creation meeting and report/strategy
- 2) Vendor work plan/timeline
- 3) Draft designs of platform and integral components
- 4) Final designs of platform and integral components
- 5) Sustainability plan describing transfer of management and license of the learning platform to the local forum of Timorese NGOs.
- 6) Platform maintenance and coaching to ensure effective handover of platform and associated licensing to local partner/recipient.

5. Evaluation Criteria.

The award will be made to a responsible offeror whose offer follows the RFP instructions, meets the eligibility requirements, and responds to the following evaluation criteria:

Technical (40 points): Responsiveness to the technical specifications and requirements.

Timeline (20 points): Ability to meet a delivery date to launch the Learning Platform by June 1, 2022.

Experience (30 points): Extent to which offeror has delivered similar services and positive referrals received from former clients.

Price (10 points): The overall cost presented in the offer.

SECTION IV
COVER LETTER

(Complete this form with all the requested details and submit it as the first page of your technical proposal, with the documents requested above attached. Ensure that your proposal is authorized in the signature block below. A signature and authorization on this form will confirm that the terms and conditions of this RFP prevail over any attachments. If your proposal is not authorized, it may be rejected.)

Date of Technical Proposal:	
RFP Number:	
RFP Title:	

We offer to provide the goods/services described in the Scope of Work, in accordance with the terms and conditions stated in Request for Proposal referenced above. We confirm that we are eligible to participate in public procurement and meet the eligibility criteria specified.

The validity period of our proposal is ___days/weeks/months from the time and date of the submission deadline.

Type of Business/Institution (Check all that apply)

Offeror certifies that it is: Non-U.S. Owned/Operated Government Owned/Operated

(If Non-U.S. Owned/Operated is selected, continue to Anti-Terrorism Certification)

OR FOR US ORGANIZATIONS ONLY:

- Nonprofit For-Profit Government Owned/Operated
 Large Business Small Business College or University
 Women Owned Small and Disadvantaged Business Veteran owned Business

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

Representations and Certifications of Compliance:

The certifier attests to the accuracy of the representations and certifications contained herein.

1. Federal Acquisition Regulations (FAR) – The offeror certifies that it is familiar with the FAR and is not in violation of any certifications required in the applicable clauses of the FAR, including but not limited to certifications regarding lobbying, kickbacks, equal employment opportunity, affirmative action, and payments to influence federal transactions.
2. System for Award Management (formerly the Federal Excluded Parties List) – The offeror is not presently debarred, suspended, or determined ineligible for an award of a contract by any federal agency.
3. Source and Nationality Requirements – Offerors confirm that they are not violating the Source and Nationality requirements established by the U.S. State Department and that the services comply with the Geographic Code and the exclusions for prohibited countries.
4. Executive Compensation Certificate – FAR 52.204-10 requires Organization X, as prime contractor of U.S. federal government contracts, to report compensation levels of the five most highly compensated subcontractor executives to the Federal Funding Accountability and Transparency Act Sub-Award Report System (FSRS).
5. Executive Order on Terrorism Financing – The Contractor is aware of and compliant with U.S. Executive Orders and U.S. laws that prohibit transactions with, and the provision of

resources and support to, individuals and organizations associated with terrorism. The contractor does not engage with, or provide resources or support to, individuals and organizations associated with terrorism. No support or resources are or will be provided to individuals or entities that appear on the Specially Designated Nationals and Blocked persons List maintained by the US Treasury (online at www.SAM.gov) or the United Nations Security Designation List (online at: http://www.un.org/sc/committees/1267/qa_sanctions_list.shtml). This provision must be included in all subcontracts/sub awards issued under this Contract.

6. Trafficking of Persons – The Contractor may not traffic in persons (as defined in the Protocol to Prevent, Suppress, and Punish Trafficking of persons, especially Women and Children, supplementing the UN Convention against Transnational Organized Crime), procure commercial sex acts, or use forced labor during the period of this award.
7. Certification and Disclosure Regarding Payment to Influence Certain Federal Transactions – The offeror certifies that it currently is and will remain in compliance with FAR 52.203-11.
8. Organizational Conflict of Interest – The offeror certifies that it is not aware of any information bearing on the existence of any potential organizational conflict of interest. The offeror further certifies that if the offeror becomes aware of information bearing on whether a potential conflict may exist, that offeror shall immediately provide Organization X with a disclosure statement describing this information (see FAR Part 9.5).
9. Business Size and Classification – The offeror certifies that it has accurately and completely identified its business size and classification herein in accordance with the definitions and requirements set forth in FAR Part 19, Small Business Programs.
10. Prohibition of Segregated Facilities – Offeror certifies that it is compliant with FAR 52.222-21.
11. Equal Opportunity – The offeror certifies that it does not discriminate against any employee or applicant for employment because of age, sex, religion, handicap, race, creed, color, or national origin.
12. Labor Laws – The offeror certifies that it is in compliance with all labor laws.
13. Employee Compliance – The offeror warrants that it will require all employees, entities, and individuals providing services in connection with the performance of a Organization X Subcontract to comply with the provisions of the resulting subcontract and with all federal, state, and local laws and regulations in connection with the work associated therein.
14. All known close, familial, or financial relationships with any **Counterpart** or **USAID/Timor-Leste NGO Advocacy for Good Governance Activity** staff members will be reported and documented in accordance with FAR Part 9.5. Any Counterpart or USAID/Timor-Leste NGO Advocacy for Good Governance Activity staff members with an existing close, familial, or financial relationship to the bidder will be recused from participating in the evaluation and selection process to assure that no conflict of interest is present and all bidders receive equal and fair treatment;
15. We have no close, familial, or financial relationships with any other offerors submitting proposals in response to the above-referenced RFP; and
16. 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.
17. All information in our proposal and all supporting documentation is authentic and accurate.
18. We understand and agree to Counterpart' prohibitions against fraud, bribery, and kickbacks.

We hereby certify that the enclosed representations, certifications, and other statements are accurate, current, and complete. The undersigned declares s/he is authorized to sign on behalf of the company listed below and to bind the company to all conditions and provisions stated in the RFP document including attachments from Counterpart.

Authorized Signature: _____

Name and Title of Signatory: _____

Date: _____

Company Name: _____

Company Address: _____

Company Telephone and Website: _____

Company Registration or Taxpayer ID Number: _____

Does the company have an active bank account (Yes/No)? _____

Official name associated with bank account (for payment): _____