

Tender Package — Request for Proposal (RFP)



1. Invitation to Tender

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| Tender Name: Global IT RFP | | Tender No: G080 |
| Location: Global (Portland HQ for tender) | Correspondence Language(s): English | |
| Brief Summary Description of Project: Request for Proposal resulting in a Framework Agreement for the supply and delivery of IT hardware and software to Mercy Corps. | | |

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| Tender Package Available from: 15th / September / 2020 | Tender Package Pickup Location: N/A |
| Deadline for Offer Submission: 13th / October 2020 | Submit Offers to: tenders@mercycorps.org |

Mercy Corps reserves the right to accept or reject any late offers

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| Questions and Answers (Q&A) | |
| If any, Submit Questions in writing to: mspencer@mercycorps.org | |
| Last Day for Questions: 1st / October / 2020 5PM Pacific | Questions will be answered by: 6th / October 2020 5PM Pacific |
| Questions will be answered through: www.mercycorps.org/tenders | |

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| Documentation Checklist | | |
| These documents are contained within this tender package: | ✓ | Invitation to Tender |
| | ✓ | General Conditions for Tender |
| | ✓ | Criteria and Submittals |
| | ✓ | Price Offer Sheet |
| | ✓ | Supplier Information Form |
| | ✓ | Scope of Work/Technical Specifications/BoQ |
| | ✓ | Sample Contract |

2. General Conditions for Tender

Mercy Corps invites proposals for the goods, services and/or works described and summarized in these documents, and in accordance with procedures, conditions and contract terms presented herein. Mercy Corps reserves the right to vary the quantity of work/materials specified in the Tender Package without any changes in unit price or other terms and conditions and to accept or reject any, all, or part of submitted offers.

2.1 Mercy Corps' Anti-Bribery and Anti-Corruption Statement

Mercy Corps strictly prohibits:

- Any form of bribe or kickback in relation to its activities
This prohibition includes any *request* from any Mercy Corps employee, consultant or agent for anything of value from any company or individual in exchange for the employee, consultant or agents taking or not taking any action related to the award of a contract or the contract once awarded. It also applies to any *offer* from any company or individual to provide anything of value to any Mercy Corps employee, consultant or agent in exchange for that person taking or not taking any action related to the award of the contract or the contract.
- Conflicts of interests in the awarding or management of contracts
If a company is owned by, whether directly or indirectly, in whole or in part, any Mercy Corps employee or any person who is related to a Mercy Corps employee, the company must ensure that it and the employee disclose the relationship as part of or prior to submitting the offer.
- The sharing or obtaining of confidential information
Mercy Corps prohibits its employees from sharing, and any offerors from obtaining, confidential information related to this solicitation, including information regarding Mercy Corps' price estimates, competing offerors or competing offers, etc. Any information provided to one offeror must be provided to all other offerors.
- Collusion between/among offerors
Mercy Corps requires fair and open competition for this solicitation. No two (or more) companies submitting proposals can be owned or controlled by the same individual(s). Companies submitting offers cannot share prices or other offer information or take any other action intended to pre-determine which company will win the solicitation and what price will be paid.

Violations of these prohibitions, along with all evidence of such violations, should be reported to:

<http://mercycorps.org/integrityhotline>

Mercy Corps will investigate allegations fully and will take appropriate action. Any company, or individual that participates in any of the above prohibited conduct, will have its actions reported to the appropriate authorities, will be investigated fully, will have its offer rejected and/or contract terminated, and will not be eligible for future contracts with Mercy Corps. Employees participating in such conduct will have his/her employment terminated.

Violations will also be reported to Mercy Corps' donors, who may also choose to investigate and debar or suspend companies and their owners from receiving any contract that is funded in part by the donor, whether the contract is with Mercy Corps or any other entity.

2.2 Tender Basis:

- All offers shall be made in accordance with these instructions, and all documents requested should be furnished, including any required (but not limited to) supplier-specific information, technical specifications, drawings, bill of quantities, and/or delivery schedule. If any requested document is not furnished, a reason should be given for its omission in an exception sheet.

- No respondent should add, omit or change any item, term or condition herein.
- If suppliers have any additional requests and conditions, these shall be stipulated in an exception sheet.
- Each offeror may make one response only.
- Each offer shall be valid for the period of 180 days from its date of submission.
- All offers should indicate whether they include taxes, compulsory payments, levies and/or duties, including VAT, if applicable.
- Suppliers should ensure that financial offers are devoid of calculation errors. If errors are identified during the evaluation process, the unit price will prevail. If there is ambiguity on the unit price, the Selection Committee may decide to disqualify the offer.
- Any requests for clarifications regarding the project that are not addressed in written documents must be presented to Mercy Corps in writing. The answer to any question raised in writing by any offeror will be issued to that offeror. In some cases Mercy Corps may choose to issue clarifications to all offerors. It is a condition of this tender that no clarification shall be deemed to supersede, contradict, add to or detract from the conditions hereof, unless made in writing as an Addendum to Tender and signed by Mercy Corps or its designated representative.
- This Tender does not obligate Mercy Corps to execute a contract nor does it commit Mercy Corps to pay any costs incurred in the preparation and submission of proposals. Furthermore, Mercy Corps reserves the right to reject any and all proposals, if such action is considered to be in the best interest of Mercy Corps.

2.3 Supplier Eligibility

Suppliers may not apply, and will be rejected as ineligible, if they :

- Are not registered companies
- Are bankrupt or in the process of going bankrupt
- Have been convicted of illegal/corrupt activities, and/or unprofessional conduct
- Have been guilty of grave professional misconduct
- Have not fulfilled obligations related to payment of social security and taxes
- Are guilty of serious misinterpretation in supplying information
- Are in violation of the policies outlined in Mercy Corps Anti Bribery or Anti Corruption Statement
- Supplier (or supplier's principals) are on any list of sanctioned parties issued by; or are presently excluded or disqualified from participation in this transaction by: the United States Government or United Nations by the United States Government, the United Kingdom, the European Union, the United Nations, other national governments, or public international organizations.

Additional eligibility criteria, if applicable, are stated in section 3.2 of this tender package.

2.4 Response Documents

Offerors can either utilize the response documents contained in this tender package to submit their offer or they can submit an offer in their own format as long as it contains all the required documents and information specified by this tender.

2.5 Acceptance of Successful Response

Documentation submitted by offerors will be verified by Mercy Corps. The winning offeror will be required to sign a contract for the stated, agreed upon amount.

2.6 Certification Regarding Terrorism

It is Mercy Corps' policy to comply with humanitarian principles and the laws and regulations of the United States, the European Union, the United Nations, the United Kingdom, host nations, and other applicable donors concerning transactions with or support to individuals or entities that have engaged in fraud, waste, abuse, human trafficking, corruption, or terrorist activity. These laws and regulations prohibit Mercy Corps from transacting with or providing support to any individuals or entities that are the subject of government sanctions, donor rules, or laws prohibiting transactions or support to such parties.

3. Criteria & Submittals

3.1 Contract Terms

Mercy Corps intends to issue a firm Fixed Price contract to one or several company(ies) or organization(s). The successful offeror(s) shall be required to adhere to the statement of work and terms and conditions of the resulting contract. The anticipated contract is incorporated in [Section 6](#) herein. By submitting an offer, offerors certify that they understand and agree to all of the terms and clauses contained in [Section 6](#).

3.2 Specific Eligibility Criteria

Eligibility criteria must be met and the corresponding supporting documents listed below under “Tender Submittals” **must** be submitted with offers. Offerors who do not submit these documents may be **disqualified** from any further technical or financial evaluation.

Eligibility Criteria:

- Legal Business Registration - The offeror must be legally registered
- Latest Tax Registration Certificate - The offeror must be in good standing with its governing tax authority

3.3 Tender Submittals

Documents and required information listed in tender submittals are necessary in order to support the eligibility criteria and to conduct technical evaluations of received offers (and due diligence). While absence of these documents and/or information does not denote mandatory disqualification of suppliers, the lack of these items has the potential to severely and negatively impact the technical evaluation of an offer.

Documents supporting the Eligibility Criteria:

- Legal Business Registration
- Latest Tax Registration Certificate

Documents to conduct the Technical Evaluation and additional Due Diligence:

- Company Profile, 2 page max
- Three References from previous projects (including contact information)
- Detailed Product Specifications

Price Offer :

The Price offer is used to determine which offer represents the best value and serves as a basis of negotiation before award of a contract. As a Fixed-Price contract, the price of the contract to be awarded will be an all-inclusive fixed price basis, either in the form of a total fixed price or a per-unit/deliverable fixed price. No profit, fees, taxes, or additional costs can be added after contract signing. Offerors must show unit prices, quantities, and total price, as displayed in the Offer Sheet in Section 4. All items must be clearly labeled and included in the total offered price.

Offerors must not include VAT and customs duties in their proposal.

3.4 Currency

Offers should be submitted in: USD
 Payments will be made in: USD

3.5 Tender Evaluation (Trade-Off Selection Method)

Based on the above submittals, a Mercy Corps Tender Committee will conduct a tender evaluation process. Mercy Corps reserves the right to accept or reject any or all proposals, and to accept the offer(s) deemed to be in the best interest of Mercy Corps. MC will not be responsible for or pay for any expenses or losses which may be incurred by any Offeror in the preparation of their tender.

Evaluations will be conducted as described in the following subsections:

3.5.1 Scoring Evaluation

Trade-Off Method

Mercy Corps Tender Committee will conduct a technical evaluation which will grade technical criteria on a weighted basis (each criteria is given a percentage, all together equaling 100%). Offeror's proposals should consist of all required technical submittals so a Mercy Corps committee can thoroughly evaluate the technical criteria listed herein and assign points based on the strength of a technical submission.

Award criteria shall be based on the proposal's overall **"value for money"** (quality, cost, delivery time, etc.) while taking into consideration donor and internal requirements and regulations. Each individual criteria has been assigned a weighting prior to the release of this tender based on its importance to Mercy Corps in this process.

Offeror(s) with the best score will be accepted as the winning offeror(s), assuming the price is deemed fair and reasonable and subject to the additional due diligence in [section 3.5.2](#).

When performing the Scoring Evaluation, the Mercy Corps tender committee will assign points for each criteria based on the following scale:

| Point | Rationale |
|-------|--|
| 0 | Not acceptable; has not met any part of the specified criteria |
| 1-4 | Has met only some minimum requirements and may not be acceptable |
| 5 | Acceptable |
| 6-9 | Acceptable; has met all requirements and exceeds some |
| 10 | Acceptable; has exceeded all requirements |

| Evaluation Criteria | Weight (%) | Possible Points (1 to 10) | Weighted Score |
|--|-------------|---------------------------|----------------|
| | (A) | (B) | (A*B) |
| Product and Technical Specifications | 25% | 10 | 25 |
| Resources | 15% | 10 | 15 |
| Corporate Capabilities | 10% | 10 | 10 |
| Delivery Abilities including Location and Time | 20% | 10 | 20 |
| Price/Cost | 30% | 10 | 30 |
| TOTAL POSSIBLE SCORE: | 100% | 50 | 100 |

- a. Product and Technical: Suppliers will be graded upon their responsiveness to the technical specifications and requirements. Suppliers will be graded as compared to the offer with the supplier who offers the most technically proficient offer assuming it meets or exceeds the basic specifications given will be given full points with other offers being scored relative to that offer.
- b. Resources: Supplier will be scored on their ability to provide an experienced key account manager responsible for the Mercy Corps account. It will be key for Mercy Corps to see the suppliers' ability to support local country offices in their requirements and general queries. Suppliers will be scored on a relative scale.
- c. Corporate Capabilities: Suppliers will be graded on their experience in the field, their ability to work in the requested geographic regions and their ability/past experience in handling certain sized projects/budgets, past performance in the field. A combination of experiential factors will be taken into consideration and the supplier who meets or exceeds the majority of these factors will be given the highest rating. All other suppliers will be scored on a relative scale.
- d. Delivery Abilities: Suppliers will be graded upon whether or not they can meet the delivery requirements laid out in this document. The supplier who provides the quickest delivery lead times will be given the highest rating. All other suppliers will be scored on a relative scale.
- e. Price/Cost: Suppliers will be graded upon their total price given. Generally the lowest price will be awarded full points and other offers will be graded relatively to that. This is dependent upon Mercy Corps verifying the reasonableness of given prices compared to initial price/cost estimates.

3.5.2 Additional Due Diligence

Upon completion of both the technical and financial evaluations Mercy Corps may choose to engage in additional due diligence processes with a particular supplier or supplier(s). The purpose of these processes is to ensure that Mercy Corps engages with reputable, ethical, responsible Suppliers with solid financials and the ability to fulfill the contract. Additional due diligence may take the form of the following processes (though it is not limited to):

- Reference Checks
- Supplier's facility visits
- Analysis of audited financial statements
- Determination of relations and affiliations between offerors
- Other appropriate documented method giving Mercy Corps increased confidence in the supplier's ability to perform

4. Offer Form

Offerors must submit their own independent offer including at least (but not limited to):

- All documents requested in the “Eligibility Criteria” section of this Tender Package
- All documents requested in the “Tender Submittals” section of this Tender Package
- All information listed in the “Documents Comprising the Proposal” section below

All offers must be duly signed (including position and full name of the signer) and stamped, with the date of completion.

Documents Comprising the Proposal

The following information must be included in the offer of any potential offeror:

- Cover Letter** explaining interest to be a contracted vendor or supplier, and the details of the Proposal. The content of the cover letter shall include the following information:
 - A detailed specification of the offered goods, services and/or works (Proposal)
 - Warranty (if necessary and appropriate)
 - Delivery time
 - Price validity date (for this purpose and as stated on the advertisement, quote given shall remain unchanged for 180 working days)
- A Price Offer detailing the unit price only, using the **Price Offer Sheet** template provided in section 7
- Completed and signed Mercy Corps **Supplier Information Form** (template provided in section 7)
- Other important documents offeror feels need to be attached to support their proposal

The original proposal shall be signed by the offeror or a person or persons duly authorized to bind the offeror to the contract. Financial offer pages of the proposal shall be initialed by the person or persons signing the proposal and stamped with the company seal.

Any interlineations, erasures, or overwriting shall be valid only if they are initialed by the person or persons signing the proposal.

5. Scope of Work/Technical Specifications

5.1 Background

It is the intent of this RFP to secure competitive proposals that will serve to select a standard pricing contract that will be utilized by Mercy Corps in order to streamline its internal bid and order placement processes in accordance with both internal and donor procurement policies and procedures. This RFP provides in detail the information necessary for a distributor or manufacturer to successfully complete and submit a proposal for the equipment specified. Mercy Corps fully expects the bidder to provide a comprehensive solution on an international level that meets or exceeds all requirements as stated in the RFP. All bids must be submitted electronically; hard copies are accepted, but not mandatory. Part submissions will not be accepted. We welcome innovation, and would like to see ideas of innovative procurement set out in the submissions. This will include but not be limited to ideas of how our global offices can shop and place orders directly – a decentralized approach.

5.2 Scope of Work (for Service)

REQUIREMENTS

1.1 The Bidder shall propose an online portal that would be used by Mercy Corps staff to place purchase orders directly for IT hardware and software products. The portal must be user friendly and list all pre-selected and approved items. Furthermore the portal must allow for user registration and supervisor and finance approval as well as the ability to track order status. Another key aspect of the portal should be for the user to print off delivery notes and invoices. The proposal must include a detailed workflow describing the steps from user accessing portal to delivery of goods.

During the life of the master service agreement there will be a gradual transition to the SAP Ariba SAAS solution utilizing product catalogs. Please highlight any history of experience with SAP Ariba.

1.2 The Bidder shall provide webinar training to Mercy Corps staff on the portal as well as publish a user guide with clear instructions. The webinars must accommodate various time zones due to the geographical spread of MC locations and also recorded for future ongoing training.

1.3 The Bidder shall provide information regarding their ability to image and asset tag new laptops and desktop PC's prior to shipment to relevant Mercy Corps offices around the world. Proposal should also include details of the process followed for quality assurance of the imaging.

1.4 The Bidder shall provide samples of the monthly reporting capabilities that can be offered to Mercy Corps.

1.5 The Bidder shall provide one sales/technical contact that would service the Mercy Corps account. The bidder shall provide background information for this contact detailing their experience in this sector and general background information. In additional the bidder should detail their service level agreement to clearly define what MC will receive.

1.6 The Bidder shall invoice each Mercy Corp order separately and accept payment from the relevant office location where the order was placed.

1.7 The bidder shall in their proposal provide details of how they would manage software license allocations and tracking.

1.8 Bidder's proposal should clearly describe the process for returning of damaged or defective goods.

SUPPLIER QUALIFICATIONS AND REFERENCES

1.1 The bidder shall submit, as part of the required bid submission format, a section describing the bidder's general

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qualifications in relation to serving non-profit humanitarian organizations and other non-governmental organizations, as well as in relation to managing and facilitating an international volume contract.

1.2 The bidder shall submit, as part of the required bid submission format, a section listing no less than three client references that would most closely resemble the service that Mercy Corps provides. The provided references shall include a name and contact email address, with further information provided at the bidder's discretion.

SUPPLIER'S SECTION

1.1 The bidder shall utilize this section to provide further information not specifically requested within this RFP that they feel is relevant or necessary. The bidder may comment on requirements that they feel are missing or incorrect, and the bidder may utilize this section to present supplemental solutions that are not provided for within the RFP.

SPECIFICATIONS SECTION

1.1 The Portal will be an online platform for creating and tracking requests for IT equipment. Features should include:

- Creating, viewing, and searching requests
- An approval process for requests to become orders – approval process must have the ability for users to select their approver at the point of registration. Detailed workflow process should be provided to describe how the portal can manage the approval process.
- Tracking and assigning budget codes – in some instances orders maybe split across multiple grant codes therefore the portal must have sufficient fields/cells to accommodate the different codes.
- Viewing a catalog of available goods
- Communicating with supplier
- The Procurement Portal is intended to make requesting IT goods as easy as possible for Mercy Corps staff.

PRICING SECTION

1.1 The bidder shall provide a comprehensive pricing solution that allows for significant percentage price discounts for Mercy Corps. The pricing proposal may be based on product groupings, broad product headings or any other organizational scheme that will result in the lowest pricing possible. It is the bidder's option to provide specific pricing at this time. If selected to advance to the second review stage the bidder will be required to provide evidence that will substantiate all pricing information. The bidder will also be required to provide specific pricing for all or part of the product line offered as requested by Mercy Corps.

1.2 Mercy Corps is exempt from Federal Excise, State Sales and Transportation Taxes. Taxes shall not be included in the bid.

1.3 The bidder must submit information for each item using a bid sheet in Attachment A.

A redacted excel file of historical hardware and software purchases will be released to a prospective bidder on receipt of a signed NDA.

6. Sample Contract

1.1 The bidder shall respond to these contract requirements in the appropriate section as outlined in Section 3.1. Failure to respond to these requirements will result in the disqualification of the bidder.

1.2 These contract terms will be included in the final contract in a form that is acceptable to the Mercy Corps. The bidder shall be aware of these terms and find them acceptable before the final contract is awarded. Additional terms and conditions may also be included in the final contract upon agreement of both the winning bidder and Mercy Corps. The terms and conditions that have been provided may have a bearing on the bidder's final pricing and ability to provide a comprehensive proposal that incorporates all of the needs of Mercy Corps.

Contract Duration

2.1 The winning bidder(s) shall receive a two year contract.

Price Protection

3.1 The winning bidder shall provide a firm, fixed pricing structure for the entirety of the contract. Justified price adjustments shall be accounted for every twelve months and must be accompanied by supporting documentation.

Payment

4.1 Payment shall be made in United States dollars, with payment made upon confirmation of delivery.

Delivery and Inspection

5.1 The bidder shall agree to transport all equipment and materials under CIF INCOTERMS 2000. Seller shall pay all shipping charges and insurance unless alternate shipping terms are requested at the time of order confirmation.

The bidder shall provide information regarding average Ex-Works delivery times for specified products.

Mercy Corps and the winning bidder shall monitor delivery performance using professionally accepted metrics. Consistent failure to meet the agreed upon delivery terms may result in termination of the contract.

5.2 The equipment and/or materials furnished shall be exactly as specified in the Order, free from all defects in design, workmanship and materials.

Mercy Corps will inspect the equipment and/or materials within a reasonable time frame after receipt, but may give notice of any defect or deficiency when it is actually discovered.

Warranties

6.1 The winning bidder shall warrant that all equipment and/or material delivered to be free from defects in labor, material and manufacture, and to be in compliance with any drawings or specifications incorporated or referenced in the RFP and final contract agreement.

Indemnification

7.1 The winning bidder shall agree to hold Mercy Corps harmless and indemnify Mercy Corps and its employees against any and all damages, losses, etc.

Jurisdiction and Arbitration

8.1 The first action in the case of dispute shall be the attempt to provide for amicable resolution between the winning bidder and Mercy Corps.

8.2 The final contract shall be governed by, and construed in accordance with, the laws of the State of Washington, United States of America. The winner bidder shall agree and consent to the exclusive jurisdiction of the courts of the State of Washington for all purposes regarding the final contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the State of Washington, City of Portland Oregon.

8.3 The winning bidder shall agree to the acceptance of dispute resolution as set forth under the Rules of Conciliation and Arbitration in accordance with Washington State law. The resulting award shall be final and binding on the parties to the final contract and shall be in lieu of any other remedy.

Additional Terms

9.1 Additional terms and conditions may also be included in the final contract upon agreement of both the winning bidder and Mercy Corps. Additional terms shall include or elaborate on: Price and Payment, Shipping and Delivery, Inspection, Warranties, Order Placement and Changes, Labor Disputes, Order Termination and Delays, Discrimination and Affirmative Action, Indemnification and Insurance, Patent Indemnity, Governing Law, and any and all other applicable terms and conditions that may apply to a final contract agreement.

7. Attachments to the Tender Package

- Attachment 1 Sample Master Service Agreement**
- Attachment 2 - Supplier Information Form Template**
- Attachment 3 - Price Offer Sheet Template**