Request for Quote/Proposal (RFQ/RFP)

<table>
<thead>
<tr>
<th>Commodity/Service Required:</th>
<th>Hiring of a Company to manage Human Resources and payroll</th>
</tr>
</thead>
<tbody>
<tr>
<td>Type of Procurement:</td>
<td>Purchase Order</td>
</tr>
<tr>
<td>Type of Contract:</td>
<td>Fixed Price</td>
</tr>
<tr>
<td>Term of Contract:</td>
<td>6 months, with the option to renew</td>
</tr>
<tr>
<td>Contract Funding:</td>
<td>USAID</td>
</tr>
<tr>
<td>This Procurement supports:</td>
<td>USAID Ecuador TuMUNI</td>
</tr>
<tr>
<td>Submit Proposal to:</td>
<td><a href="mailto:adquisiciones@ecuadortumuni.org">adquisiciones@ecuadortumuni.org</a></td>
</tr>
<tr>
<td>Date of Issue of RFP:</td>
<td>16 November 2023</td>
</tr>
</tbody>
</table>
| Date Questions from Supplier Due: | 23 November 2023, no later than 16:00  
RTI will respond to questions by 24 November 2023, no later than 17:00 |
| Date Proposal Due:          | 1 December 2023, no later than 17:00                     |
| Approximate Date Purchase Order Issued to Successful Bidder(s): | 8 December 2023                                         |

Method of Submittal:
Respond via e-mail with attached document in MS Word / pdf format.
The Bidder/Seller agrees to hold the prices in its offer firm for 30 days from the date specified for the receipt of offers, unless another time is specified in the addendum of the RFP/RFQ.

Solicitation Number: TuMUNI-2023-008_Amendment-01

Attachments to RFP:
1. Attachment "A" – Commodity Specifications
2. Attachment "B" – Instructions to Bidders/Sellers
3. All PO Terms and Conditions are listed on our website at: https://www.rti.org/sites/default/files/rti-purchase-order-terms-and-conditions-v1.16.pdf, http://www.rti.org/files/PO_FAR_Clauses.pdf or for commercial items: http://www.rti.org/files/PO_FAR_Clauses_Commercial_Items.pdf (hereinafter the "Terms"). Supplier’s delivery of products, performance of services, or issuance of invoices in connection with this purchase order establishes Supplier’s agreement to the Terms. The Terms may only be modified in writing signed by both parties.

All bidders/sellers are responsible to carefully review each attachment and follow any instructions that may be relevant to this procurement.

RTI International is a trade name of Research Triangle Institute. RTI and the RTI logo are U.S. registered trademarks of Research Triangle Institute.
Attachment A

Commodity Specifications or Statement of Work

Statement of Work

Indicate a description of the activity/service that is expected from the supplier. Provide product specifications or service expectations (both if applicable). Include deliverables, timelines, and any special terms and conditions.

Description of Activity/Service:

**Research Triangle Institute (RTI)** is an independent organization dedicated to conducting innovative, multidisciplinary research that improves the human condition.

The purpose of the USAID/Ecuador Local Service Delivery “Tu Municipio Responde” (TuMUNI) is to expand citizens’ access to critical public services, including to water, sanitation, and hygiene (WASH), by strengthening the capacity of local governments for the effective, transparent, and citizen-responsive provision of local services in no more than 30 municipalities in Ecuador.

For the development of activities within the framework of the project, RTI requires a company that is registered with the Ministry of Labor of Ecuador to provide services, in accordance with the specifications described below.

Product or Service Expectations (both if applicable):

The project is looking for a company registered in Ecuador to provide external HR management and payroll services. Companies are invited to submit consulting proposals to provide the outsourcing service for personnel hiring and payroll management:

- The Vendor will be responsible for hiring project people, identified by RTI, with its registered entity *(Refer to Annex C: List of positions)*
- The vendor will not be responsible for the recruitment of any employees. RTI will handle all recruitment efforts.
- The Vendor’s systems must allow the ability to receive timesheets signed by the employee and RTI. The timesheet should contain records of wages, vacations, holidays, permits, and sick leave. Ensure compliance with timesheets in accordance with RTI and USAID guidelines, rules, and regulations.
- The Vendor will provide a list of benefits offered in addition to salary compensation, which will include paid time off, bonuses, health benefits, severance, legal requirements, and any other employee benefits. Alignment with the RTI benefits package will be reviewed and agreed upon prior to implementation.
- The Vendor will manage information and data security with reasonable efforts to restrict unauthorized access and will use reasonable efforts to ensure that employees are fully aware of the risks associated with information and data security issues. . .
- The Vendor will provide salaries and benefits in accordance with Ecuadorian labor legislation, as well as demonstrate compliance with deductions in accordance with labor legislation, social security deductions and tax payments.
The Vendor will provide life and medical insurance to all contracted personnel and their family members for the duration of the contract.

Terms of reference for early terminations.

The Vendor will be responsible for maximizing human resources management, ensuring staff comply with policies and regulations.

The Vendor will ensure compliance with HR with policies, RTI, client policies and especially labor legislation.

The Vendor will keep HR files up to date, adequate control of vacations, sickness absences, and other absences.

The Vendor will work in coordination with the RTI regional office of Human Resources and with the regional RTI finance office.

The interested bidder must be registered within authorized geographical code of 937 (United States of America, Ecuador, and developing countries other than advanced developing countries, and excluding prohibited sources).

Vendor profile:
- Legally incorporated in Ecuador
- Specialized in external personnel management and Human Resources payroll services, with proven experience of at least 2 years of experience

Deliverables, Timelines, Special Terms and Conditions:

Payment terms:
Payment will be made within 30 business days of complete delivery and receipt of invoice.

Deliverables:
- Complete monthly timesheets in line with USAID regulations and RTI policies. Copies are submitted to the project and as part of the monthly invoice process.
- Submit a detailed invoice and monthly HR summary report to RTI Management, as negotiated.

Proposal Requirements
The vendor must provide the following information with their proposal submission.

A. Administrative Document
- Tax certificate
- Proof of registration in the countries proposed.
- Demonstrate that Vendor is duly registered and authorized to provide EOR or similar services in these countries.
- Unique Entity Identifier (UEI) Number (If you do not have one, you can request one). It may take time to obtain the UEI number, however proof of registration is sufficient for proposal submission purposes.

B. Technical Proposal
- Company’s profile/overview and a list of board members and or trustees and CVs for key staff members.
- Past performance information to demonstrate capabilities and technical experience, to include recent and relevant contracts for the same or similar items and other references.
(including points of contact with telephone numbers, and other relevant information)

- Schedule of clients served for the last 5 years.
- Document requirements for onboarding.

C. Cost Proposal

PRICING REQUIREMENT

In preparing for the proposal, the Vendor shall develop and submit cost/pricing information in accordance with the following descriptions and instructions:

1) Fixed Rate (percentage of salary cost or cost/employee) per Month. The Fixed Monthly Billing Rate should be billed monthly for providing the employer of record services for RTI International. This fixed rate and associated costs for benefits and any other expenses incurred will be submitted and reimbursed on a monthly basis.

2) Pricing proposal template. The vendor can present their pricing proposal as shown in the pricing template below or simply indicate what their Fixed Rate will be per month for certain number of employees. Include anticipated costs for benefits that will be direct billed.

3) Proposal Currency. The cost proposal must be presented in USD.

4) Simulation of fee calculation.

### Pricing

<table>
<thead>
<tr>
<th>Item #</th>
<th>Quantity to be Purchased</th>
<th>Description of Preferred Commodity or Services Specifications</th>
<th>Unit of Measure</th>
<th>Unit Fixed Price (Each)</th>
<th>Total Fixed Price (Each)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Up to x employees</td>
<td>EOR Fee</td>
<td>month</td>
<td>XX %</td>
<td>XX % of total payment to the employee</td>
</tr>
<tr>
<td>2</td>
<td>Any other costs</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>VAT (if any)</td>
<td></td>
<td></td>
<td>XX %</td>
<td>XX % of total payment to the employee</td>
</tr>
</tbody>
</table>

Total Value

By signing this attachment, the bidder confirms he has a complete understanding of the specifications and fully intends to deliver items that comply with the above listed specifications.

Signature: 

Title: 

Date:
Attachment “B”
Instructions to Bidders/Sellers

1. **Procurement Narrative Description:** The Buyer (RTI) intends to purchase commodities and/or services identified in Attachment A. The Buyer intends to purchase the quantities (for commodities) and/or services (based on deliverables identified in a Statement of Work). The term of the Ordering Agreement shall be from Award Date to the Delivery date of the Offeror unless extended by mutual agreement of the parties. The Buyer intends to award to a single “approved’ supplier based on conformance to the listed specifications, the ability to service this contract, and selling price. We reserve the right to award to more than one bidder. If an Ordering Agreement is established as a result of this RFQ/RFP, supplier understands that quantities indicated in the specifications (Attachment A) are an estimate only and RTI does not guarantee the purchase quantity of any item listed.

2. **Procuring Activity:** This procurement will be made by **Research Triangle Institute (RTI International)**, located at

   Research Triangle Institute
   (insert full address of the office)

   who has a purchase requirement in support of a project funded by

   USAID
   (insert client’s name)

   RTI shall award the initial quantities and/or services and any option quantities (if exercised by RTI) to Seller by a properly executed Purchase Order as set forth within the terms of this properly executed agreement.

3. **Proposal Requirements.** All Sellers will submit a quote/proposal which contains offers for all items and options included in this RFQ/RFP. All information presented in the Sellers quote/proposal will be considered during RTI’s evaluation. Failure to submit the information required in this RFQ/RFP may result in Seller’s offer being deemed non-responsive. Sellers are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach RTI’s office designated in the RFQ/RFP by the time and date specified in the RFQ/RFP. Any offer, modification, revision, or withdrawal of an offer received at the RTI office designated in the RFQ/RFP after the exact time specified for receipt of offers is “late” and may not be considered at the discretion of the RTI Procurement Officer. The Seller’s proposal shall include the following:

   (a) The solicitation number:

   (b) The date and time submitted:

   (c) The name, address, and telephone number of the seller (bidder) and authorized signature of same:

   (d) Validity period of Quote:

   (e) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary.
(f) If RTI informs Seller that the Commodity is intended for export and the Commodity is not classified for export under Export Classification Control Number (ECCN) “EAR99” of the U.S. Department of Commerce Export Administration Regulations (EAR), then Seller must provide RTI the correct ECCN and the name of Seller’s representative responsible for Trade Compliance who can confirm the export classification.

(g) Lead Time Availability of the Commodity/Service.

(h) Terms of warranty describing what and how the warranties will be serviced.

(i) Special pricing instructions: Price and any discount terms or special requirements or terms (special note: pricing must include guaranteed firm fixed prices for items requested)

(j) Payment address or instructions (if different from mailing address)

(k) Acknowledgment of solicitation amendments (if any)

(l) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including points of contact with telephone numbers, and other relevant information)

(m) **Special Note:** The Seller, by his response to this RFQ/RFP and accompanying signatures, confirms that the terms and conditions associated with this RFQ/RFP document have been agreed to and all of its attachments have been carefully read and understood and all related questions answered.

4. **Forms:** Sellers (potential bidders or suppliers) must record their pricing utilizing the format found on Attachment “A”. Sellers must sign the single hardcopy submitted and send to the address listed on the cover page of this RFQ/RFP.

5. **Questions Concerning the Procurement** All questions in regards to this RFQ/RFP to be directed to:

   [adquisiciones@ecuartumuni.org](mailto:adquisiciones@ecuartumuni.org)

   The cut-off date for questions is *(insert date)*.

   23 November 2023, no later than 16:00

6. **Notifications and Deliveries:** Time is of the essence for this procurement. Seller shall deliver the items or services no later than the dates set forth in the contract that will be agreed by both parties as a result of this RFQ/RFP. The Seller shall immediately contact the Buyer’s Procurement Officer if the specifications, availability, or the delivery schedule(s) changes. Exceptional delays will result in financial penalties being imposed of Seller.

7. **Documentation:** The following documents will be required for payment for each item:

   (a) A detailed invoice listing Purchase Order Number, Bank information with wiring instructions (when applicable)

   (b) Packing List
(c) All relevant product/service documentation (manuals, warranty doc, certificate of analysis, etc.)

8. **Payment Terms**: Refer to RTI purchase order terms and conditions found in https://www.rti.org/sites/default/files/rti-purchase-order-terms-and-conditions-v1.16.pdf, http://www.rti.org/files/PO_FAR_Clauses.pdf, or http://www.rti.org/files/PO_FAR_Clauses_Commercial_Items.pdf. Payment can be made via wire transfer or other acceptable form. Sellers may propose alternative payment terms and they will be considered in the evaluation process.

9. **Alternative Proposals**: Sellers are permitted to offer “alternatives” should they not be able to meet the listed requirements. Any alternative proposals shall still satisfy the minimum requirements set forth in Attachment A Specifications.

10. **Inspection Process**: Each item shall be inspected prior to final acceptance of the item. All significant discrepancies, shortages, and/or faults must be satisfactorily corrected and satisfactorily documented prior to delivery and release of payment.

11. **Evaluation and Award Process**: The RTI Procurement Officer will award an agreement contract resulting from this solicitation to the responsible Seller (bidder) whose offer conforms to the RFQ/RFP will be most advantageous to RTI, price and other factors considered. The award will be made to the Seller representing the best value to the project and to RTI. For the purpose of this RFQ/RFP, price, delivery, technical and past performance are of equal importance for the purposes of evaluating, and selecting the “best value” awardee. RTI intends to evaluate offers and award an Agreement without discussions with Sellers. Therefore, the Seller's initial offer should contain the Seller's best terms from a price and technical standpoint. However, RTI reserves the right to conduct discussions if later determined by the RTI Procurement Officer to be necessary.

The evaluation factors will be comprised of the following criteria:

(a) **PRICE**. Lowest evaluated ceiling price (inclusive of option quantities).
(b) **DELIVERY**. Seller provides the most advantageous delivery schedule.
(c) **TECHNICAL**. Items/Services shall satisfy or exceed the specifications described in RFQ/RFP Attachment A.
(d) **PAST PERFORMANCE** - Seller can demonstrate his/her capability and resources to provide the items/services requested in this solicitation in a timely and responsive manner.
(e) **OTHER EVALUATION CRITERIA**.

12. **Award Notice**. A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful supplier within the time acceptance specified in the offer, shall result in a binding contract without further action by either party.

13. **Validity of Offer**. This RFP in no way obligates RTI to make an award, nor does it commit RTI to pay any costs incurred by the Seller in the preparation and submission of a proposal or amendments to a proposal. Your proposal shall be considered valid for _____ days after submission.
14. **Representations and Certifications.** Winning suppliers under a US Federal Contract are required to complete and sign as part of your offer RTI Representations and Certifications for values over $10,000.

15. **Anti-Kick Back Act of 1986.** Anti-Kickback Act of 1986 as referenced in FAR 52.203-7 is hereby incorporated into this Request for Proposal as a condition of acceptance. If you have reasonable grounds to believe that a violation, as described in Paragraph (b) of FAR 52.203-7 may have occurred, you should report this suspected violation to the RTI’s Ethics Hotline at 1-877-212-7220 or by sending an e-mail to ethics@rti.org. You may report a suspected violation anonymously.

16. **The John S. McCain National Defense Authorization Act for fiscal year 2019 - section 889.** RTI cannot use any equipment or services from specific companies, or their subsidiaries and affiliates, including Huawei Technologies Company, ZTE Corporation, Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, and Dahua Technology Company (“Covered Technology”). In response to this request for proposal, please do not provide a quote which includes any Covered Technology. Any quote which includes Covered Technology will be deemed non-responsive. Additionally, if the United States Government is the source of funds for this RFP, the resulting Supplier shall not provide any equipment, system, or service that uses Covered Technology as a substantial or essential component.

**Acceptance:**

Seller agrees, as evidenced by signature below, that the seller’s completed and signed solicitation, seller’s proposal including all required submissions and the negotiated terms contained herein, constitute the entire agreement for the services described herein.

By: (Seller Company Name)

Signature: __________________________________________________________
Title: ________________________________________________________________
Date: ________________________________________________________________
Annex “C”
List of Project Positions

<table>
<thead>
<tr>
<th>Positions</th>
<th>Estimated start date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Chief of Party</td>
<td>January 8, 2023</td>
</tr>
<tr>
<td>(KP) Municipal Strengthening Lead</td>
<td>Immediately</td>
</tr>
<tr>
<td>Systems and Planning Improvement Specialist</td>
<td>Immediately</td>
</tr>
<tr>
<td>(KP) Water and Sanitation Lead</td>
<td>Immediately</td>
</tr>
<tr>
<td>Finance and Operations Manager</td>
<td>Immediately</td>
</tr>
<tr>
<td>HR Manager</td>
<td>Immediately</td>
</tr>
<tr>
<td>Senior MERLA/Cross-Cutting Lead</td>
<td>January 2, 2023</td>
</tr>
<tr>
<td>Procurement Coordinator</td>
<td>January 2, 2023</td>
</tr>
<tr>
<td>Security and Logistics Manager</td>
<td>January 2, 2023</td>
</tr>
<tr>
<td>Accountant</td>
<td>January 2, 2023</td>
</tr>
<tr>
<td>Operations and Maintenance Specialist</td>
<td>January 2, 2023</td>
</tr>
<tr>
<td>Communications Coordinator</td>
<td>January 2, 2023</td>
</tr>
<tr>
<td>Regional WASH Service Delivery Officer - Ambato</td>
<td>January 2, 2023</td>
</tr>
<tr>
<td>Regional WASH Service Delivery Officer - Manta</td>
<td>January 2, 2023</td>
</tr>
<tr>
<td>Regional WASH Service Delivery Officer - Puyo</td>
<td>January 2, 2023</td>
</tr>
<tr>
<td>MERLA Coordinator (Puyo)</td>
<td>January 2, 2023</td>
</tr>
<tr>
<td>Grants and Partnership Officer - Ambato</td>
<td>January 2, 2023</td>
</tr>
<tr>
<td>Grants and Partnership Officer - Manta</td>
<td>January 2, 2023</td>
</tr>
<tr>
<td>Grants and Partnership Officer - Puyo</td>
<td>January 2, 2023</td>
</tr>
</tbody>
</table>

*The estimated monthly payroll value (without benefits) is between $65,000-$85,000.