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Request for Proposal (RFP)

Commodity Required:	Pharmaceutical Products - Tetracycline HCl 1%, 5g, eye ointments
Type of Procurement:	Multi- Country IQC Contract
Type of Contract:	Fixed Price
Term of Contract:	1 Year from Award
Contract Funding:	USAID Cooperative Agreement Number 7200AA18CA00040
End User:	RTI International – Uganda and Mozambique
This Procurement Supports:	Act to End Neglected Tropical Diseases (NTDs) East Program
Submit Proposal To:	<p>Mohamed Jallow RTI International 3040 East Cornwallis Road Post Office Box 12194 Research Triangle Park, NC 27709 2194 Email: mjallow@rti.org</p> <p>Note: Respond via e-mail w/ formal quote attached. Offeror’s Quote must be signed, printed on company letterhead, and must include all items and/or services in order to be considered for evaluation. The Offeror agrees to hold the prices in its offer firm until the full execution of the resulting contract(s), unless another time is specified in an addendum to this RFP.</p>
Date of Issue of RFP:	September 26, 2022
Date Questions Due:	October 2, 2022
Date Proposal Due:	October 10, 2022
Solicitation Number:	GHG-FY23-001 (RTI NTD PROJECTS - Pharmaceutical Procurement)
Attachments: All bidders are responsible to carefully review each attachment and follow any instructions that may be relevant to this procurement.	<ol style="list-style-type: none">1. Attachment “A” – Commodity Specifications & Requirements2. Attachment “B” – Instructions to Bidders3. Attachment “C” – Bidder’s Questionnaire4. Attachment “D” – Certifications

Attachment A
Commodity Specifications and Requirements

This RFP is an invitation for responsible suppliers to submit proposals to supply Tetracycline HCl 1%, 5g, eye ointments for selected countries throughout the world. These ointments are to be acquired by RTI International (RTI or Buyer) under a Prime Cooperative Agreement with the United States Agency for International Development (USAID).

Responsible Firms are invited to submit offers for these ointments but are under no obligation to do so. Offerors will not be reimbursed for any costs incurred in connection with the preparation and submission of their offers.

RTI may elect to award a single Fixed Price Contract (FPC) or to award multiple Fixed Price Contracts for the same or similar supplies or services, if any, to two or more sources under this solicitation.

Offerors intending to submit proposals are required to promptly acknowledge receipt of this original solicitation to the Buyer.

There will be no public opening of proposals. RTI is not obligated to make any award by virtue of having issued this solicitation.

PERIOD OF THE CONTRACT (SCHEDULE)

The expected period of the Fixed Priced Contract (FPC) would begin after award and extend through September 16, 2023.

TARGET COUNTRIES

Commodities purchased under this contract include but are not limited to use in the following countries: **Mozambique and Uganda**. The Buyer reserves the right to add or delete (via electronic communication) countries from this list as needs dictate and the project progresses.

AUTHORIZED INDIVIDUALS

The following individuals are authorized to negotiate and award under the Fixed Price Contract, provided that they do so within their own authorized level of authority:

- Mohamed Jallow, Supply Chain Specialist, RTI International, mjallow@rti.org
- Any additional RTI employee specifically designated by RTI

Commodity Specifications:

Supply of Tetracycline HCl 1%, 5g, eye ointment for the following countries:

Below are the quantities and delivery dates for all currently **confirmed countries**. This is also known as our minimum order.

Tetracycline HCl 1%, 5g eye ointment: Confirmed Requirements

Countries	Min Required (Tubes)	Max Required (Tubes)	Date Available for Shipment (Approximate)	Date Needed in Country (Approximate)
Uganda	0	125,889	As soon as possible (33,179 tubes)	Nov/Dec 2022
			Apr 2023 (92,710 tubes)	Jun/Jul 2023
Mozambique	0	59,863	As soon as possible (15,395 tubes)	Nov 2022
			Feb 2023 (44,468 tubes)	Mar/Jun/Aug2023
Total	0	185,752		

Requirements:

1. All companies are invited to submit bids to provide the following range of quantities of Tetracycline HCl 1% eye ointment, 5g tubes:

Pharmaceutical Totals (Maximum)
185,752 tubes of Tetracycline HCl 1%, 5g eye ointment

The prices to be quoted are EX WORKS and the supplier will be expected to provide safe and controlled storage until the country requirements are known and a clear written instruction from RTI is given to make the shipment. In the event the shipping terms for a particular are not EX WORKS, unique prices will be quoted for that order. All bids are to be valid for a minimum of 360 days.

2. Supplier Qualification: Please provide:

- a. Documentation that details the procedures to review and approve suppliers/manufacturers of Tetracycline and other relevant documentation to attest to the quality assurance processes.
- b. Copy of the most current audit report for each pre-approved manufacturer of Tetracycline.
- c. Provide Good Manufacturing Practice (GMP) compliance documentation.

Note: *If you have already provided these documents, you don't have to resubmit them again.*

3. **Testing:** Please provide an overview of the testing procedures in place to assure the quality of the Tetracycline.
4. **Branding & Marking:** In order to conform to USAID branding requirements, we require a sticker with the USAID identity on all containers, cartons, and boxes. The bidder must arrange for printing or purchase of the USAID label for the export carton and ensure that it adheres to USAID branding guidelines. RTI will provide the graphics to use.

A sample of the label on the container with the USAID sticker, for each medicine, must be provided for approval. Failure to comply to these branding requirements can result in non-acceptance of the product whereby corrective actions will have to be paid in full by the supplier

5. Since the commodities are needed for an integrated and coordinated mass drug administration, it is imperative that they are available for shipment on the expected date. Late EXW availability will incur a 2% penalty/week (starting on day 7 of the delayed availability) up to a maximum of 10% of the value of the goods.

6. If the delivery is delayed in excess of 4 weeks, then RTI reserves the right to cancel the order and can hold the supplier in default and liable for any additional cost.
7. **Splitting Orders:** RTI prefers that orders ship complete and according to the specification requested in a confirmed Purchase Order. Splitting of shipments will only be entertained in emergencies and will be done so only with RTI approval.
8. Invoice Instructions:

Invoice should be sent to:

RTI International
Attn: Laura Friedman
3040 East Cornwallis Road
Research Triangle Park, NC 27709-2194
Email: lwurts@rti.org

Also, note that a Purchase Order Number provided by RTI must be referenced on all invoices.

9. **Terms and Conditions** for this RFP and all Purchase Orders issued from RTI can be found at the following website address: www.rti.org/poterns.
10. By submitting a quotation for product, your company agrees to the Terms and Conditions as indicated on the RTI website.

Attachment B
Instructions to Offerors/Sellers

1. **Procurement Narrative Description.** The Buyer (RTI) intends to purchase commodities and/or services identified in Attachment A. The term of the ordering agreement shall be from award date through September 16, 2023, unless extended by mutual agreement of the parties. The Buyer desires to award to a single “approved” supplier based on conformance to the listed specifications, the ability to service this contract, and selling price.
2. **Contract.** If an Ordering Agreement is established because of this 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. RTI does not guarantee and is not responsible for the purchase of quantities over the minimum quantity amount listed within this RFP.

RTI reserves the right to extend any agreement resulting from an award of this sourcing effort for additional periods beyond the base period of award date. In addition, RTI may add or remove products and/or countries to the initial profile indicated in Attachment A as requirements may change throughout the life of the contract period

3. **Procuring Activity.** This procurement will be made by **Research Triangle Institute (RTI International)** who has a requirement in support of a project funded by USAID (USAID Cooperative Agreement Number 7200AA18CA00040). 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.
4. **Proposal Requirements.** All Sellers will submit a quote/proposal, which contains offers for all items and options included in this RFP. Failure to submit the information required in this 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 RFP by the time and date specified in the RFP. Any offer, modification, revision, or withdrawal of an offer received at the RTI office designated in the RFP after the exact time specified for receipt of offers is “late” and may not be considered. 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. 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.
 - E. Terms of warranty describing what and how the warranties will be serviced. RTI will consider the Seller’s warranty and service plan as one of the technical criteria for award during RTI’s evaluation of offeror’s proposals.
 - F. Payment address or instructions (if different from mailing address)
 - G. Acknowledgment of solicitation amendments (if any)
 - H. The Seller that has completed the ‘Supplier Questionnaire or submitted some of the documentation above previously will not be required to complete them again for this solicitation provided that all the originally

listed information remains true and unchanged. The Seller must provide a statement stating that the information contained in their initially completed form remains valid and true. However, if there are any changes that occurred, the Seller will need to submit a new one.

1. **Special Note:** *The Seller, by responding to this RFP and accompanying signatures, confirms their acceptance of this RFP document and all of its attachments, having been carefully read and understood and all related questions answered.*

5. **Past Performance.** During RTI's proposal evaluation process, RTI would like to better understand your previous performance with similar items/services. Accordingly, the Seller shall respond to the following request as part of your official response to this RFP:

Please provide the names and contact information for two of your customers to whom you have sold and delivered similar items/services in the past thirty-six (36) months.

RTI will use past performance information primarily to assess a Seller's capability to meet the solicitation performance requirements, including the relevance and currency of the offeror's work experience. RTI may also use this data to evaluate the credibility of the Seller's proposal. In addition, RTI may use past performance information in making a determination of responsibility and also to submit to our client, to fulfill RFP requirements.

In evaluating past performance, RTI may use past performance information obtained from sources other than those identified by the Seller.

6. **Forms.** Sellers (potential bidders or suppliers) must record their pricing on company stationery. Sellers must use Attachment "F" to confirm quantities bid, acceptance of the purchase requirements, the requested delivery schedule, payment terms, and note any exceptions to the RFP's requirements. Failure to do so may result in a disqualification. All attachments and Seller's complete offer shall be fully incorporated into the winning bidder's resulting contract (this form).

7. **Questions Concerning the Procurement.** All questions in regards to this RFP are to be directed by email to Mohamed Jallow (mjallow@rti.org), with Laura Friedman (lwurts@rti.org) in copy, as verbal questions will not be entertained or answered. The cut-off date for questions is **September 25, 2022**.

8. **Lead Time and Availability.** The Seller's listed availability date or acknowledgement of their ability to meet the requested availability date submitted via Attachment A, must assume the aggregate responsibility of fulfilling each of the confirmed and unconfirmed orders listed in Attachment A. For example, a supplier's ability to meet the delivery date for Mozambique shall not be affected by their requirement to fulfill Uganda's order. The availability dates listed on the Seller's bid cannot be done in isolation of the other order requirements.

9. **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 herein. The Seller shall immediately contact the Buyer's Procurement Officer if the specifications, availability, or the delivery schedule(s) changes, as part of a serious effort to maintain a contracted shipping schedule and to bring this procurement requirement to a satisfactory conclusion and in compliance with original availability requirement. The Seller needs to send documents related to the medicines to the customs and services administration one week before the shipment.

10. Exceptional delays will result in financial penalties being imposed of Seller.

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

- a) Signed goods receipt documentation OR proof of pick up by RTI
- b) Supplier invoice referencing and matching a confirmed RTI Purchase Order Number
- c) Packing list for the shipment

12. **Payment Terms.** NET 30 Days after receipt of the invoice via wire transfer or other acceptable form. Sellers may propose alternative payment terms and they will be considered in the evaluation process.
13. **Alternative Proposals.** Sellers **are not** permitted to offer “alternatives” should they not be able to meet the listed requirements.
14. **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.
15. **Evaluation and Award Process:** The RTI Procurement Office will award a contract resulting from this solicitation to the responsible Seller (bidder) whose offer conforms to the RFP and 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. 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) if Seller’s technical proposal is compliant with the specifications, delivery, registration and other requirements and terms and conditions of the RFP.
 - B. **DELIVERY.** Seller provides the most advantageous delivery schedule for the base and option quantities.
 - C. **PAST PERFORMANCE.** Seller has demonstrated their ability to meet contract deliverables and maintain a positive level of customer service throughout their performance on previous orders.
 - D. **REGISTRATION.** Seller must demonstrate that the product that is being offered, and manufacturer/seller is registered in the country requested.
16. **Award Notice.** A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time acceptance specified in the offer, shall be issued 30 days of the date bids are due. Upon award all winning suppliers will be bound by the terms and conditions specified in this RFP.
 17. **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.

Attachment "C"
Bidders Questionnaire

Name of Company: _____

Address: _____

Business Type:
Sole Proprietorship
Partnership
Corporation

Business Classification(s):

- Large
- Small
- Small-Disadvantaged (SBA Certified) Woman-Owned
- Veteran-Owned
- Service-Disabled Veteran-Owned (VA Certified)
- DUNS Number: _____

“The Offeror is required to have a valid DUNS number and to have the financial means to deliver against any Purchase Order or Contract awarded as a result of this RFP. The DUNS Number is a unique 9-digit identifier provided by Dun & Bradstreet (D&B). Suppliers located within the United States can obtain their DUNS number (at no charge) by calling D&B at 1-866-705-5711 or via the internet at <http://www.dnb.com>.

Suppliers located outside of the United States, D&B has Information Service offices worldwide. To obtain the location and contact information of the local D&B office, those suppliers can also visit <http://www.dnb.com>. (See FAR 52.204-6)

Names, titles, and address of all partners or persons of authority in your organization

Please list other services you provide other than pharmaceuticals.

How long has your organization been in business under its current name? Former names, if any.

Affiliated companies (If parent company, list subsidiaries and divisions. If subsidiary or division, name of parent company, its principals and their addresses):

Signature _____

Name and Title _____

Date _____

**Attachment “D”
Offeror’s Certifications**

The Offeror hereby certifies that the following statements are true and correct, by checking the appropriate compliant box and via authorized signature below:

Item	Certification Statement	Compliant	
		Yes	No
1	The Offeror is compliant with all US Federal and USAID rules and regulations, including FAR and AIDAR requirements, including but not limited to the preparation and submission of their offer, as well as qualify under all applicable US rules and regulations governing eligibility of Offeror’s quotation content and preparation, compliance with any and all applicable federal, state, local and international rules and regulations as a condition to bid.		
2	The Offeror is not currently named on any list of US Government debarred, suspended, proposed for debarment, excluded, disqualified, or otherwise declared ineligible from receiving Federal contracts, certain subcontracts, and certain Federal assistance and benefits; is not US Government Foreign Policy Restricted; is not a US Government Specially Designated National; does not employ any persons or organizations having been convicted of criminal behavior; and does not employ any management personnel that is now, or has ever been, associated with any organization named as debarred or criminal.		
3	The Offeror is currently registered with the US Government Online Representations & Certifications Application (SAM) at www.sam.gov		
4	The Offeror’s quotation is compliant with 22 CFR 228, and does not involve procurement of commodities shipped from ‘prohibited source’ countries, as defined in ADS 310. Additionally, no commodities quoted are purchased from commercial companies, organizations, or enterprises, which are legally organized under the laws of a country restricted in accordance with OFAC sanctions (North Korea, Syria, Iran, Cuba).		
5	The Offeror is compliant with all requirements to be registered within the Target Countries and / or any local governmental regulations in the Target Countries concerning compliance with local laws and rights to conduct business within the countries, if any.		
6	All commodities quoted by the Offeror are suitable for use in the Target Countries.		
7	The Offeror is in good standing, having proven experience in supplying the requested commodities and services, with adequate resources, both financial and operational.		
8	The Offeror fully accepts the Terms and Conditions of this RFP		

See Next Page.

Offeror's Certifications – TECHNICAL SECTION

Bidders may be required to provide documentation in support of any and all claims/information provided below:

Item	Certification Required	Compliant	
		Yes	No
1	Bidder must list where the proposed product (TEO) is duly registered.		
2	For countries where there is no registration, Bidders must specify whether a registration dossier has been submitted.		
3	Bidders must list the manufacture information (including location) and their registration status for each country listed in this RFP.		
4	Bidders must provide average lead time for TEO Production.		
5	Bidders are encouraged to provide any available technical information regarding the Final Product or Raw Material.		