

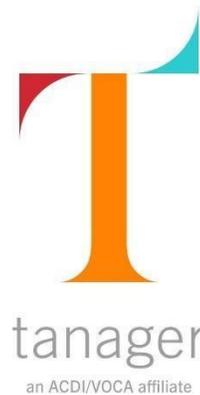
Request for Proposal

Gender scoping study, develop training materials, and conduct 3 trainings.

RFP Release Date 6th Sept 2021

Question/Inquiry Submission Deadline 10th Sept 2021

Proposal Submission Deadline 14th Sept 2021



1. INTRODUCTION

1.1 Tanager Background

Tanager, an ACDI/VOCA affiliate, is an international nonprofit that brings people together at the table, on the ground, and across supply chains to co-create economic and social opportunities that change lives. Working closely with our partners, we align interests to expand market access and unlock the full potential of shared market opportunities that result in reliable supply chains, stable incomes, healthy families, and resilient communities. Established in 1993, we work with the ACDI/VOCA family of companies to make agriculture work better for people. We offer a focused and diligent team of locally-based experts and international advisors who work with our partners to reach common goals.

For more information, please visit www.tanagerintl.org.

1.2 Project Background

Tanager is supporting one of our clients to undertake a gender analysis across its nine country offices related to livelihoods, resilience, and local agricultural value chains. The output of the gender analysis will support the development of the country offices' skills development approach to training and case studies to use in future tools and programme design. Ultimately each country office will develop country commitments and actions plans, which will then be consolidated into a regional action plan that contributes towards gender-transformative livelihood interventions.

2. PURPOSE

2.1 Purpose and Objectives

The overall purpose and objective of this Request for Proposals is to cover three main components of the assignment. They include:

- Conducting a regional scoping study to inform a gender analysis.
- Development of two country case studies
- Development of training modules and deliver three virtual trainings [two conducted in English and one in French]

2.2 Task

The following tasks will be carried out to accomplish the purpose and objectives outline above.

2.2.1 Conducting a regional scoping study to inform a gender analysis

The consultant will complete an analysis that will identify regional trends (where the "region" constitutes 9 countries namely Burundi, Djibouti, Ethiopia, Kenya, Rwanda, Somalia, South Sudan, Sudan, and Uganda). The regional analysis will include:

- Holding several scoping meetings with Tanager to align on scope of the analysis, agree on general objectives for the study, identify and refine research questions for the study
- Conduct a literature review up to 10 of the most relevant documents from each in English and in French (where applicable) within the scope of this assignment. The consultant will also be expected to review relevant industry-based literature based on the research questions. To compliment the desk review, the consultant will also conduct up to 10 key interviews or group interviews with relevant stakeholders [staff, partners]. Based on the technical areas/themes out of the desk review and interviews, the consultant will develop primary data collection tools to answer key research questions.
- The consultant will compile findings into a report [maximum 10 pages without annexes]. The consultant will also convert the report into a 25 slide PowerPoint. Findings will be highlighted in an action-oriented, concise, easy-to-digest manner. The PowerPoint will cover the following:
 - General trends across the 9 countries in the region
 - Recommendations that will directly inform training and capacity-building and programmatic considerations towards transformative gender approaches.

2.2.2 Development of two country case studies

The consultant will also develop two case studies covering two different programmes in two different countries. This will be achieved

through conducting up to 12 interviews (6 per country) and document review of up to 20 documents (10 per country) to develop the case studies. Using data from these sources, the consultant will outline two case studies that include lessons learned and potential opportunities for gender integration within the programmes; these will be approximately 5 pages each, and will directly influence the content and activities in the training.

2.2.3 Development of training modules and delivering three virtual trainings [two in English and one in French]

Based on findings from the gender analysis and the case studies, the consultant will develop tailor-made training modules that will incorporate practical examples, lessons learned from other programming, country-specific case studies developed, and realistic problem-solving challenges to build practical skills for gender-transformative livelihoods/resilience/local procurement programming in the region. The development of training modules and training delivery will include:

- Review existing tools and resources to define additional [top five modules] that need to be developed based on the trends identified in the gender analysis.
- Develop training modules building on existing resources to address the gaps and opportunities identified in the gender analysis to advance gender-transformative approaches at country offices. Each training module will include a facilitation guide, a PowerPoint presentation, supplementary materials such as case studies developed, supporting images for group work, or additional resources for follow-up.
- Facilitate three virtual trainings for country offices and partner staff. Two of these trainings will be delivered in English (for Anglophone countries) and one training will be delivered in French (Francophone countries). Each of the trainings will be 3-day (24-hour worth) of virtual trainings. As part of each three-day training, the consultant will facilitate action planning sessions with country offices in each training to agree on country office commitments and workplans to adopt gender-transformative approaches to their programmes and procurement processes. The workplans will highlight country priority areas for gender-transformative programming, commitments, timelines, accountability mechanisms [who will be responsible for what in the workplan], measures of success, and a resource plan to implement their workplans. Each workplan will be for a maximum of one year. The consultant will develop and provide an Excel format for workplans during the trainings.
- Tanager will compile a consolidated training report after the three virtual trainings outlining training objectives met, full list of participants and will share all training resources used during the trainings and a consolidation of short term [1 year] regional workplan. The report will be in slide deck format with a maximum of 20 slides pages excluding annexes. The report will also include a template for a regional action plan that can be used in the future for country offices.

Knowing this purpose, Tanager seeks an individual that can fulfill the objectives outlined above.

3 Timeframe

The assignment is for a period of a maximum of 63 days with a December 15th timeframe for the final report submission.

No	Activities	Number of days
1	Regional gender analysis	15 days
2	Case study development	15 days
3	Development of training modules and delivery of three virtual trainings	28 days
4	Training report compilation and submission	5 days
	Total	63 days

4 Deliverables

The final deliverables of this assignment shall be as follows:

- 1) Inception report (maximum of xx pages) outlining the assignment protocol, detailed approach and methodology and execution timetable based on dates to be agreed at contracting level.
- 2) Data collection tools for approval before commencement of actual field work and will be reviewed within 7 days of submission.
- 3) A regional gender analysis report. Draft report will go through two rounds of review before finalization.
- 4) Two country specific case studies
- 5) Five training modules including supplementary material
- 6) Delivery of three virtual trainings [two in English and one in French]
- 7) Training report including a regional action plan

All report/deliverable formats and text shall be in A4 paper size and a legible font Arial 11 or 12 font size unless specified otherwise.

5 Supervision and Communication

The overall supervisor of this assignment will be Tanager's Director of Gender and Social Inclusion and Tanager's country

representative in Kenya. The consultant will work on a day-to-day basis with the respective team member designated to the project, especially on aspects of data collection and validation. On need basis may interact with other program team members.

6 Skills and Experience

The study shall be carried out by an Individual should have the following skills and competencies:

- a) At least a university/ master's degree in Gender or relevant social science field or development studies for the Lead Researcher and relevant bachelor's degree for other members of the team. Previous experience in social research / programming is essential.
- b) High quality skills in research, analysis and presentation of findings for development work, with demonstrated experience in gender analysis of at least three years.
- c) Advanced skills in qualitative data analysis, curriculum development and delivering high quality gender trainings to diverse stakeholder groups including, private sector, NGOs and Government staff.
- d) Demonstrated understanding of the gender policy environment and experience in the East African context as well as good knowledge of and contacts with key gender actors in the region.
- e) Demonstrated experience and practical familiarity with rural set ups in East Africa especially working with such communities.
- f) Proven experience of using participatory tools as means of data collection and analysis. Excellent analytical and report writing skills.
- g) Fluency in spoken and written English, with additional fluency in spoken and written French preferred
- h) Experience working with WFP programming, especially gender and livelihoods programming, is strongly preferred.

3. CONTRACT MECHANISM & TERMS OF PAYMENT

3.0 PROPOSAL STRUCTURE AND SUBMISSION INFORMATION

3.1 Proposal structure

Proposals must include the following information. Failure to fit the proposal in the structure below will be disqualified.

Section headers should be as follows: -

A. Proposal format- please see Appendix C below

B. Budget

- Detailed budget that covers the cost of staff and other resources required to implementing the scope of work as described in Section B.
- Budget narrative: Description of budgeted costs to explain and justify the need for costs proposed in the budget.

3.2 Proposal Preparation Information

- All costs associated with responding to this request shall be the sole responsibility of the applicant.
- Tanager reserves the right not to make any award from this request without any further discussion or negotiations.
- Proposals must be submitted in English.
- Budgets for proposals must be submitted in US Dollars (\$). The selected firm will be paid in US Dollars (\$).
- Sections A, B, and C of each proposal must be submitted via Microsoft Word, and Section D (budget + budget narrative) of each proposal must be submitted via Microsoft Excel.
- The total number of pages for the full proposal, excluding budget, shall not exceed 10 pages.
- The application must be signed by an officer of the Applicant organization who is duly authorized to represent the organization in further discussions and/or negotiations on the application.

3.3 Proposal Submission Deadline and Information

Proposals must be submitted with all relevant documents on email to kenyainfo@tanagerintl.org not later than 12 noon EAT on 14th September 2021, with the subject line "Gender Analysis & Capacity Building."

Tanager is not responsible for failure of transmission by any applicant.

Proposals received after the submission deadline stated may not be considered. Offerors will be held responsible for ensuring their proposals are received according to the instructions stated herein. A late offer will be considered if the cause was attributable to Tanager or its employees/agents, or if it is in the best interest of Tanager and the project.

Tanager reserves the right to accept or reject any or all proposals received.

Applicants will be informed in writing of the decision made regarding their proposal.

Proposals may be withdrawn by written notice via email at any time before award. Proposals may be withdrawn in person by the Offeror or authorized representative, if the representative's identity is made known and the representative signs a receipt for the proposal before award.

3.4. Questions

Interested parties that have questions or seek clarifications on this scope of work can contact kenyainfo@tanagerintl.org
Questions regarding this request for proposals will be answered on a rolling basis until 10th Sept 2021

Proposals will be evaluated through the following process and criteria:

4. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS

4.0 ELIGIBILITY

All applicants must be able to state that they meet the following mandatory eligibility requirements:

1. Legally registered to operate within East Africa and legally able to implement the scope of this award in the regions indicated if awarded.
2. Does not appear on the Specially Designated Nationals (SDN) and Blocked Persons List maintained by the U.S. Treasury for the Office of Foreign Assets Control, or "OFAC List".
3. Not listed in the United Nations Security designation list.
4. Demonstration of adequate management and financial resources to perform the contract.
5. Satisfactory records of performance history, integrity, and business ethics.

Tanager reserves the right to request proof of legal registration and/or any other documents to verify eligibility.

5. CRITERIA FOR EVALUATION

Tanager will evaluate proposals based on a best-value determination. The successful Offeror will be selected based on the proposal that represents the best value to TANAGER. Superior weight will be given to the technical services than to price, but price remains an important determinant for selection. Evaluation of the proposals may include the following criteria (not in any order):

5.1. Eligibility evaluation

Tanager will first verify the following pieces of information:

- Does the organization meet the eligibility requirements outlined in Section 4 above?
- Does the proposed activity fit within the Tanager's objectives described in Section 2 above?

5.2. Proposal evaluation

If the proposal meets the criteria in Section 5.1, it will be evaluated using the following criteria:

Specific Criteria	Maximum Score
Technical Merits and interpretation of the RFP	40
Individuals' capacity and past performance	30
Cost Effectiveness and Cost Realism	30
Total	100

These evaluation criteria elements are described more fully below.

A. Technical Merits and interpretation of the RFP: The quality and feasibility of the application in terms of the accuracy in the interpretation of the terms of reference in terms of the proposed gender analysis and capacity building, (i.e., the proposed technical approach can reasonably be expected to produce the intended outcomes), appropriateness of the proposed methodology, and the work plan for achieving objectives. **40 points**

B. Organizational/individual Capacity: Evidence of the capability to undertake and accomplish the scope of work and achieve the required objectives. The application should demonstrate the individual's effectiveness in terms of, technical capacity, and capacity to deliver. In addition, the organization/individual must demonstrate adequate financial management capability. The evaluation will be based principally on the background, qualifications, reputation, appropriateness and skills of its key personnel; and the "track record," reputation, and achievements (including development of self-sufficient, sustainable activities) of the organization.

Past Performance: Previous or ongoing experience implementing similar activities. This examines an Applicant's references and experience, which is a critical factor in assessing the capacity of the organization to implement the activity. **30 points**

C. Cost effectiveness and Cost Realism: The degree to which budgeting is clear and reasonable and reflects best use of resources. **30 points**

5.0 OTHER INFORMATION

- The awardee is not allowed to hire another firm to accomplish the objectives of the scope, as outlined above.
- All tangible or intangible property created or acquired under this contract shall be the exclusive property of Tanager. The term "property" includes all data and reports associated with this engagement.

6.0 ATTACHMENTS

- Appendix A: Purchase Order General Terms and Conditions
- Appendix B: Technical Proposal Submission Sheet
- Appendix C: Technical Qualifications and Cost Proposal

6. SOLICITATION PROCESS

Once the RFP is released, the Offeror must submit a formal proposal to be sent to the contact person at TANAGER as indicated in Section 3.3 The submitted proposals will be reviewed against the criteria for evaluation defined in Section 5 above and rated on their ability to satisfy the requirements stated in this RFP document. A preferred Offeror will be chosen and formally notified. A formal contract will be negotiated with the selected Offeror and, if endorsed, the Offeror will deliver the proposed good(s).

7. TERMS AND CONDITIONS

A. Late Submissions

Proposals received after the submission deadline stated in the cover page of this RFP may not be considered. Offerors will be held responsible for ensuring their proposals are received according to the instructions stated herein. A late offer will be considered if the cause was attributable to TANAGER or its employees/agents, or if it is in the best interest of Tanager and the project.

B. Modification of RFP Requirements

TANAGER retains the right to terminate the RFP or modify the requirements upon notification of the Offeror.

C. Withdrawals of Proposals

Proposals may be withdrawn by written notice via email at any time before award. Proposals may be withdrawn in person by the Offeror or authorized representative, if the representative's identity is made known and the representative signs a receipt for the proposal before award.

D. Right of Negotiation and Acceptance of Proposal

This RFP represents a definition of requirements and is an invitation for submission of proposals. TANAGER reserves the right to fund/award any or none of the submitted proposals. No commitment is made, either expressed or implied, to compensate Offerors for costs incurred in the preparation and submission of their proposal.

TANAGER may reject any proposal that is nonresponsive. A responsive proposal is one that complies with all terms and conditions of the RFP. A proposal must be complete, signed by an authorized signatory, and delivered no later than the submission time and date indicated on the cover sheet of this RFP. TANAGER may reserve the right to waive any minor discrepancies in a proposal.

TANAGER reserves the right to issue an award based on the initial evaluation of proposals without discussion. TANAGER also reserves the right to enter into best and final negotiations with any responsive Offeror for all or part of the proposed scope.

E. Validity of Proposal

Proposals submitted shall remain open for acceptance for 30 days from the last date specified for receipt of proposals. This includes, but is not limited to, pricing, terms and conditions, service levels, and all other information. If your organization is awarded the contract, all information in the RFP and negotiation process is contractually binding based on formal incorporation in contract document.

F. Minimum Offeror Qualifications

Offerors submitting proposals must (1) be officially licensed to do such business in East Africa, (2) not have been identified as a terrorist. In addition, Offeror may be required to provide the following information:

- Demonstration of adequate management and financial resources to perform the contract
- Satisfactory records of performance history, integrity and business ethics
- Evidence of undertaking similar assignments – references from clients delivered for similar assignments.

G. Intellectual Property Rights

All tangible or intangible property created or acquired under this contract shall be the exclusive property of Tanager. The term “property” includes all data and reports associated with this engagement.

8. ATTACHMENTS

- Appendix A: Purchase Order General terms and conditions
- Appendix B: Technical proposal submission sheet
- Appendix C: Technical qualifications and cost proposal

APPENDIX A- GENERAL TERMS AND CONDITIONS

- 1. Offer & Agreement.** The rights and obligations of both Parties shall be subject to and governed by the following documents in order listed: (a) This Purchase Order, including all attachments; (b) the Prime award noted at Block 9; (c) Vendor's proposal, including all certifications and representations. Any conflict occurring among these documents will be resolved in the stated order of precedence. **2. Assignment:** Vendor shall not have any right to assign this order or any benefits arising from this order without the prior written consent of TANAGER
- 3. Proprietary Information & Confidentiality.** Vendor shall consider all data, documentation, drawings, specifications software and other information furnished by TANAGER to be confidential and proprietary and shall not disclose any such information to any other person or use such information itself for any purpose other than that for which it was intended in completing this order, unless Vendor obtains written permission from TANAGER to do so. Vendor agrees to execute TANAGER's standard Non-Disclosure Agreement upon request.
- 4. Terms of Payment.** Subject to any superceding terms on the face hereof, Vendor shall invoice TANAGER at 50 F ST. NW, Suite 1075, NW, Washington, D.C. 20001, Attn: TANAGER Purchase Agent (Block 10) or at the local office address as directed by the authorized TANAGER personnel and be paid upon completion/acceptance of the required supplies/services. Vendor shall be paid not later than thirty (30) days after TANAGER's receipt of an acceptable invoice and TANAGER's receipt of the completed products/services in accordance with paragraph 7 "Inspection" below, together with any required documents.
- 5. Compliance with Law.** Vendor's performance of work hereunder and all products to be delivered hereunder shall be in accordance with any and all applicable executive orders, Federal, State, municipal, and local laws and ordinances, and rules, orders, requirements and regulations. Such Federal laws shall include, but not be limited to, the Fair Labor Standards Act of 1938 as amended, E.O. 11246, "Equal Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR Chapter 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor", the Copeland "Anti-Kickback" Act (18USC874 and 40USC276c and 18USC874 as supplemented by Department of Labor regulations at 29CFRpart 3, the Davis-Bacon Act, as amended (40USC276a-a7) and as supplemented by Department of Labor at 29CFRpart 5, the Contract Work Hours and Safety Standards Act (40USC327-333), and the Byrd Anti-Lobbying Amendment (31USC1352). Unless otherwise agreed, governing law shall be that of the District of Columbia. **6. Title and Risk of Loss.** Title to and risk of loss of, each product and/or service to be delivered/provided hereunder shall, unless otherwise provided herein, pass from Vendor to TANAGER upon acceptance of such product/service by TANAGER.
- 7. Inspection.** (a) Vendor shall work within professional standards and limitations specified on work statements, drawings and specifications covering the work and shall make such inspections as are deemed necessary to ensure Vendor compliance, unless deviation there from is authorized in writing by TANAGER. (b) All shipments of materials shall be subject to final inspection by TANAGER after receipt by TANAGER at destination. If material supplied or work performed by Vendor is found to be defective, Vendor shall be given the opportunity to correct any deficiencies within a reasonable period of time. If correction of such work is impracticable, Vendor shall bear all risk after notice of rejection and shall, if so, requested by TANAGER and at its own expense, promptly make all necessary replacements. Vendor shall provide immediate notice to TANAGER of any potential failure on the part of its suppliers to provide supplies/services required hereunder. Vendor is responsible for any deficiency on the part of its suppliers. VENDOR SHALL BE RESPONSIBLE FOR ANY COSTS OF REPROCUREMENT AS MAY BE NECESSARY FOR TANAGER TO SECURE THE SUPPLIES/SERVICES AS A RESULT OF VENDOR'S INABILITY TO PERFORM THAT EXCEED THE AGREED UPON PRICE HEREIN. (d) Final inspection and acceptance by TANAGER shall be conclusive except for latent defects, fraud, or for any rights provided by any product warranty.
- 8. Force Majeure.** Neither Party shall be liable by reason of any failure in performance of this Agreement in accordance with its terms if such failure arises out of causes beyond the control and without the fault or negligence of Vendor. Such causes may include, but are not restricted to, acts of God, acts of government or municipal or other authorities, fires, floods, epidemics, quarantines, strikes, and labor disputes. Such causes do not include deficiencies on the part of its suppliers.
- 9. General Warranty.** Vendor warrants all supplies/services to be free from all materials defects and expressly represents that all such required supplies/services are capable of providing/performing the function service for which they were intended. Vendor agrees to pass on all manufacturer's warranties to TANAGER.
- 10. Liens.** Vendor agrees to deliver/provide the products/services which are the subject-matter of this order to TANAGER free and clear of all liens, claims, and encumbrances.
- 11. Stop Work and Termination.** (a) TANAGER shall have the right to direct Vendor to stop work at any time. Such direction must be in writing and shall be effective for a period of no more than 30 days after which time Vendor may continue work absent direction to do so or a notice of termination. Vendor may be paid for work completed and or reasonable actual costs for work in process incurred to time of termination notification. Under no circumstances shall Vendor receive more than the original value of this Order. In the event of failure of the Vendor to deliver/complete any part of this order, then TANAGER shall, at its sole discretion, have the right to accept any delivered/completed part and unilaterally reduce the agreed upon price accordingly. (e) TANAGER acceptance of partial deliveries shall not constitute a waiver of any of the Vendor's remaining obligations hereunder. (f) The preceding paragraph (e) shall not limit any legal rights of either party to cancel this order by reason of any default, and TANAGER further reserves the right to cancel this order without further liability for articles not accepted by TANAGER in the event Vendor commits an act of bankruptcy, files or has filed against the petition of bankruptcy or insolvency or suffers any receivership or other similar petition to be filed for or against it, or assignment.
- 12. Insurance & Work on TANAGER's or TANAGER Client Premises.** When Vendor performs work on TANAGER's premises during the performance of this order, the Vendor agrees to maintain the standard amount of General Liability Insurance and such other insurance as may be required in writing by the TANAGER Client. Vendor, however, shall maintain adequate insurance coverage against claims arising from injuries sustained by Vendor on TANAGER's facilities and agrees to be liable for all damages & claims arising against TANAGER for which the Vendor is responsible.
- 13. Independent Relationship.** Nothing in this Agreement shall be construed as creating anything other than an independent Contractor/Vendor relationship between TANAGER and the Vendor. Vendor shall comply with all applicable laws and assume all risks incident to its status as an independent contractor. This includes, but is not limited to compliance with all applicable laws, responsibility for all applicable taxes, licenses, fees, insurance, etc.
- 14. Work Product Presumptive TANAGER Property.** All writings, books, articles, computer programs, databases, source and object codes, and other material of any nature whatsoever, including trademarks, trade names, and logos, that is subject to copyright protection and reduced to tangible form in whole or in part by Vendor in the course of Vendor's service to TANAGER shall be considered a work made for hire, or otherwise TANAGER property. During this agreement and thereafter, Vendor agrees to take all actions and execute any documents that TANAGER may consider necessary to obtain or maintain copyrights, whether during the application for copyright or during the conduct of an interference, infringement, litigation, or other matter (TANAGER shall pay all related expenses). Vendor shall identify all materials in which Vendor intends to exempt from this provision prior to the use or development of such materials.
- 15. Rights in Data.** The Vendor understands and agrees that TANAGER may itself and permit others, including government agencies of the United States and other foreign governments, to reproduce any provided publications and materials through but not limited to the publication, broadcast, translation, creation of other versions, quotations there from, and otherwise utilize this work and material based on this work. During the agreement and thereafter, Vendor agrees to take all actions and execute any documents that TANAGER may consider necessary to obtain or maintain copyrights, whether during the application for copyright or during the conduct of an interference, infringement, litigation, or other matter (all related expenses to be borne by TANAGER). The Vendor shall identify all materials it intends to exempt from this provision prior to the use or development of such materials. The Vendor shall defend, indemnify, and hold harmless TANAGER against all claims, suits, costs, damages, and expenses that TANAGER may sustain by reason of any scandalous, libelous, or unlawful matter contained or alleged to be contained in the work, or any infringement or violation by the work of any copyright or property right; and until such claim or suit has been settled or withdrawn, TANAGER may withhold any sums due the Vendor under this agreement. Vendor agrees to specifically identify to TANAGER any and all computer software licenses ("including shrink-wrap") as may convey to the TANAGER. Vendor agrees that any and all computer software developed in the performance of this order using TANAGER monies shall, unless otherwise agreed, become and remain the property of TANAGER.
- 16. Indemnification.** The Vendor shall defend, indemnify, and hold harmless TANAGER against all claims, suits, costs, damages, and expenses that TANAGER may sustain by reason of Vendor's negligent or unlawful actions resulting from Vendor's performance under this agreement.
- 17. Liquidated Damages.** If the Vendor fails to deliver the supplies or perform the services within the time specified in this agreement, TANAGER may require that Vendor pay, in place of actual damages, liquidated damages in the amount of one percent (1%) of the agreement value for each day of delay. If TANAGER terminates this agreement in whole or in part for default, as provided under section 11 above, Vendor is liable for liquidated damages accruing until such time that TANAGER reasonably obtains delivery or performance from another vendor. These liquidated damages shall be in addition to any excess costs for re-purchase. Vendor will not be charged with liquidated damages when delay of delivery or performance is beyond the control and without the fault or negligence of the Vendor.
- 18. Debarment, Suspension, Ineligibility, and Voluntary Exclusion.** Vendor certifies by acceptance of this agreement that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any U.S. Federal Government department of agency.
- 19. Drug Trafficking.** TANAGER and/or the US Government reserve the right to terminate this purchase order/subcontract to demand a refund or take other appropriate measures if the vendor is found to have been convicted of a narcotics offense or to have been engaged in drug trafficking as defined in 22 CFR Part 140.
- 20. Terrorism E.O. 13224.** Vendor agrees and certifies to take all necessary actions to comply with Executive Order No. 13224 on Terrorist Financing; blocking and prohibiting transactions with persons who commit, threaten to commit, or support terrorism.(E.O.13224 text available at: <http://www.whitehouse.gov/news/releases/2001/09/20010924-1.html>) Note: Vendor is required to obtain the updated lists at the time of procurement of goods or services. The updated lists are available at: <http://treasury.gov/offices/enforcement/ofac/sanctions/terrorism.htm> and <http://www.un.org/docs/sc/committees/1267>
- 21. Claims and Disputes.** In the event of any dispute, a claim by the Vendor must be made in writing and submitted to the TANAGER Vice President of Contracts and Grants for a written decision. A claim by the Vendor is subject to a written decision by the Vice President of Contracts and Grants, who shall render a decision within 60 days of receipt of the Vendor's claim. If an equitable resolution cannot be resolved, both Parties agree to settlement by arbitration in accordance with the regulations of the American Arbitration Association in the District of Columbia, USA. The Subcontractor will proceed with performance of this purchase order pending final resolution of any claim.
- 22. Non-Liability:** Vendor shall defend, indemnify and hold harmless TANAGER against all claims, suits, costs, damages and expenses that may be sustained by reason of the negligent or unlawful actions of the Vendor,

APPENDIX B. TECHNICAL PROPOSAL SUBMISSION SHEET

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

Click here to enter text.

RFP Title

Click here to enter text.

We offer to provide the good described in the deliverables (Section II (A)), 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 Click here to enter text. days/weeks/months from the time and date of the submission deadline.

Type of Business/Institution

Offeror certifies that it is

Non-U.S. owned/operated

Government owned/operated

Note: If Non-U.S. owned/operated is selected, continue to anti-terrorism certification.

For US Organizations Only

Nonprofit

For-Profit

Government owned/operated

Large Business

Small Business

College or University

Women Owned

Small and Disadvantaged Business

Anti-terrorism Certification

The Offeror, to the best of its current knowledge, did not provide, within the previous 10 years, and will take all reasonable steps to ensure that it does not and will not knowingly provide, material support or resources to any individual or entity that commits, attempts to commit, advocates, facilitates, or participates in terrorist acts, or has committed, attempted to commit, facilitated, or participated in terrorist acts.

The Offeror also verifies that it does not appear on 1) the website of the Excluded Party List: www.epls.gov or 2) the website of the United Nations Security (UNSC) sanctions committee established under UNSC Resolution 1267 (1999) (the "1267 Committee"): <http://www.un.org/Docs/sc/committees/1267/consolist.shtml>.

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 original RFP document including attachments from TANAGER.

Proposal Authorized By

Signature

Name

Click here to enter text.

Title

Click here to enter text.

Date

Click here to enter text.

Authorized for and on behalf of

Company

Click here to enter text.

Address

Click here to enter text.

DUNS No.

Click here to enter text.

Business
Registration No.

Click here to enter text.

APPENDIX C. TECHNICAL QUALIFICATIONS AND COST PROPOSAL

1. Corporate Information

Name of Vendor	Click or tap here to enter the name of the vendor
Address	Click or tap here to enter the address
Telephone Number	Click or tap here to enter the telephone number
Name of Signatory Authority	Click or tap to enter the name of signatory authority
Position/Title	Click or tap here to enter the position/title of signatory authority
Telephone Number	Click or tap here to enter telephone number beginning with the area code
Email Address	Click or tap here to enter primary email address

2. Based on the information outlined above, outline the methodology to be used in conducting a very limited scale, narrow scope gender analysis that will ultimately be used to build staff capacity.

3. Outline your previous experience in developing small-scale landscaping studies in gender, as well as case studies. Please attach atleast one gender scoping/landscaping report and one training plan you have developed in the past [these will be treated with utmost confidentiality and will ONLY be used by the assessor to assess your technical capabilities to undertake the assignment]

4. Describe your experience in undertaking similar assignments in East Africa. Please attach atleast one gender scoping/landscaping report and one training plan you have developed in the past [these will be treated with utmost confidentiality and will ONLY be used by the assessor to assess your technical capabilities to undertake the assignment]

5. Assignment Management and Accountabilities

Describe your past experience undertaking complex assignments with tight deadlines and shifting technical deliverables. How have you managed in the past to meet deadlines while setting clear expectations and objectives for deliverables

6. Cost Proposal: *Please confirm whether your company can meet the following requirements*

Confirm that your company has the ability to pre-finance 50% of the cost of the assignment:

Confirm (Yes or No)

If your company does not have the ability to pre-finance 50% of the cost of the assignment, please explain:

Confirm that your company has the ability to develop and issue an invoice:

Confirm (Yes or No)

If your company does not have the ability to develop and issue invoice, please explain:

Cost Proposal *Please provide an MS-Excel sheet including the total cost for the assignment and notes to that effect.*