

# Request for Proposal

Learning Portal Development Consultant



RFP Number	208
Under	TAN087-00
RFP Release Date	5 April 2022
Performance Period	April – August 2022
Question/Inquiry Submission Deadline	8 April 2022
Proposal Submission Deadline	22 April 2022

## 1. INTRODUCTION

### About Tanager

Tanager, an ACIDI/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 ACIDI/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](http://www.tanagerintl.org).

### About IGNITE

The Impacting Gender & Nutrition through Innovative Technical Exchange in Agriculture (IGNITE) mechanism is a five-year investment funded by the Bill & Melinda Gates Foundation and implemented by Tanager to improve household nutrition and women's empowerment by strengthening African institutions' ability to integrate nutrition and gender into their way of doing business and their agriculture interventions.

IGNITE works with African institutions to design, implement, and evaluate nutrition-sensitive and gender-integrated agriculture interventions. IGNITE also strengthens the ability of African institutions to incorporate nutrition and gender equality into their policy priorities and business practices—their way of doing business. Based on the interventions implemented by IGNITE clients, IGNITE identifies key mechanisms and drivers of demand for the scale up and replication of nutrition-sensitive and gender-integrated interventions. IGNITE activities are targeted in Burkina Faso, Ethiopia, Nigeria, and Tanzania. Clients include NGOs, private sector companies, and government bodies working in agriculture.

## 2. PURPOSE

Tanager is seeking to contract a firm or individual with the capacity to deliver the following:

- Review IGNITE's resources and develop a creative brief for an online platform that is user-friendly and easy-to-use
- Develop online platform that is compatible with technical limitations of Tanager's WordPress website environment with the following features:

- a) Training Modules: Using the content from IGNITE’s training material, the platform should ensure that training modules have the following characteristics to create an interactive learning experience. Specifically, the platform should ensure that training modules are:
    - Interactive – allows user to navigate between different sections of the module and revisit content
    - Can embed quizzes with feedback to users on correct response
    - Can use mixed media (audio, video, text)
    - Allows for links to additional resources
    - New modules begin with a re-cap of previous content
    - Has option to download if internet bandwidth is a constraint
  - b) Test for the smooth functioning of the features in a) Training Modules requirements
  - c) Upload other IGNITE Resources and documents such as guidelines, strategies, briefs - these should be easy to search for, tagged appropriately with a brief description of file
- Develop guidance on platform upkeep including instructions for updating content and uploading new material
  - Provide training to Tanager staff on platform maintenance

## B. Scope of Work

It is anticipated that this assignment will be sufficiently completed within 82 days from the date of issuance of the purchase order. The consultant will provide the following deliverables as per the schedule below:

Activity	Estimated Days
1. Review of IGNITE resources and creative brief	10 Working Days
2. Development of platform with interactive training modules	60 Working Days
3. Report on testing of interactive features of platform	1 Working Day
4. Upload IGNITE resources	2 Working Days
5. Develop guidance	8 Working Days
6. Provide training on platform maintenance	1 Working Day
<b>Total</b>	<b>82 Working Days</b>

## 3. CONTRACT MECHANISM & TERMS OF PAYMENT

TANAGER anticipates issuing a fixed rate contract to an Offeror.

### ***Terms of payment for fixed rate purchase order ONLY:***

To the firm selected TANAGER will issue fixed payment(s) based on submission of deliverables and TANAGER’s acceptance of the good(s)/service(s). Once a purchase order is issued, it will include a fixed rate payment schedule for the good(s) or service(s) specified above. A copy of the purchase order terms and conditions are attached to this RFP for informational purposes (Appendix A).

## 4. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS

### A. Instructions for Proposal Preparation

The selection committee will evaluate the Offerors based upon their written technical and cost proposals. Each section will be evaluated according to the criteria for evaluations in Section 5. Offerors are expected to examine the specifications and all instructions in the RFP. Additional information and questions regarding these RFP should be submitted in writing by sending an email to [kenyainfo@tanagerintl.org](mailto:kenyainfo@tanagerintl.org). Questions will be answered within 72 hours. The proposal and all supporting documentation must be submitted via email to [Kenyainfo@tanagerintl.org](mailto:Kenyainfo@tanagerintl.org) with the subject line “Learning Portal Development Consultant” Tanager will not

compensate offerors for their preparation of responses to this RFP. . Failure to do so is at the Offerors' risk. Interested Offerors must provide the following:

1. *Technical proposal*

Submit a technical proposal maximum 15 pages excluding annexes.

Annexes to include: Work Plan, Financial proposal /Budget in USD, CVs for team members.

2. *Capability and Technical Experience Statement*

Demonstrate capabilities and technical experience by providing the following:

- Organization Overview
- Capabilities Statement
- Project Approach
- Website
- Activity (work) schedule
- Monitoring & evaluation plan

3. *Project Staffing*

Identify the project staffing and the percentage of the time each will spend on this activity. Include no more than 1 page summary for each individual considered essential for the successful implementation of this contract.

4. *Cost Proposal*

Offerors will submit a proposed budget with their proposals. The proposed budget will have sufficient detail to allow evaluation of elements of costs proposed. Budgets should be submitted in US dollars.

Tanager reserves the right to request any additional information to support detailed cost and price.

Offerors should also indicate the inclusion or exclusion of any applicable VAT.

5. *References*

Please include three (3) client references and contact information. References should have worked with your organization within the past two years.

**B. Instructions for Submission of Proposal**

Tanager will only accept completed proposals from offerors. A completed proposal contains all of the relevant documents needed to illustrate the requirements outlined above **Section 4. Proposal Preparation and Submission Requirements**, Appendix B. Technical Proposal Submission Sheet, and a comprehensive cost proposal.

**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:

1. Excellent understanding of software development
2. Experience with web applications preferably in public sector
3. Familiarity with learning management solutions
4. Demonstrated experience in developing LMS
5. Price reasonableness

## Basis of evaluation

Specific Criteria	Maximum Score
Technical Merits and interpretation of the RFP	30
Organizational/Individual capacity, portfolio, and past performance	30
Price reasonableness	40
<b>Total Score</b>	<b>100</b>

The evaluation committee will review the Technical Offer based upon the criteria listed above and suitability to meet the deliverables listed in **Section 2. Purpose** (specifically the scope of work). The quotations will be reviewed to ensure they are complete and free of computational errors. The committee will also assess the reasonableness of costs, cost-effectiveness of the budget, and will determine whether the costs reflect a clear understanding of project requirements. A contract will be offered to the responsible Offeror whose proposal follows the RFP instructions and is judged to be best value for Tanager.

## 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 4. Proposal Preparation and Submission Requirements**. Submitted proposals will be reviewed against the criteria for evaluation defined in **Section 5. Criteria for Evaluation** and rated on their ability to satisfy the requirements stated in this RFP document. A preferred Offeror will be chosen and formally notified via email. A formal contract will be negotiated with the selected Offeror and, if endorsed, the Offeror will be contracted to begin work on the project.

## 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 focus Country(ies), (2) not have been identified as a terrorist . In addition, Offeror may be required to provide the following information:

- Documentation to verify licensure (e.g., tax id, registration certificate, etc.)
- Demonstration of adequate management and financial resources to perform the contract
- Satisfactory records of performance history, integrity, and business ethics
- Evidence of undertaking similar assignment -at least three references from clients of similar assignments

### **G. Intellectual Property Rights**

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

## **8. ATTACHMENTS**

1. Appendix A: Purchase Order General Terms and Conditions
2. Appendix B: Technical Proposal Submission Sheet

## APPENDIX A - GENERAL PURCHASE ORDER 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 insure 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 cases 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 sustain 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 Number

Click here to enter text.

RFP Title

Click here to enter text.

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

The validity period of our proposal is 30 days 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

#### 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](http://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.