

Request for Proposals (RFP)

RFP No.: SPRING-15-02

RFP Title: Develop data collection guidance to improve ongoing monitoring of nutrition-sensitive agriculture

Schedule:

Issuance Date of RFP: January 8, 2015
Questions Due: January 14, 2015 by 17:00 PM Eastern Standard Time
Answers Released: January 16, 2015 by 17:00 PM Eastern Standard Time
Proposal Due Date: January 22, 2015, at 17:00 PM Eastern Standard Time*
Tentative Award Start Date: February 1, 2015

**Late offers will not be accepted*

The Strengthening Partnerships, Results and Innovations in Nutrition Globally (SPRING) Project, implemented by JSI Research & Training Institute, Inc. (JSI), is soliciting proposals to supply the above RFP title as described in the attached Terms of Reference. The SPRING Project is funded by the U.S. Agency for International Development (USAID) and is subject to applicable U.S. federal regulations and provisions, including, but not limited to, the Federal Acquisition Regulations (FAR) and AID Acquisition Regulations (AIDAR).

Please submit your most competitive proposal in English in accordance with the attached instructions, with all required certifications. Any contract issued as a result of this RFP will be subject to all instructions, certifications, terms and conditions, and specifications included in this RFP. This document is a request for proposals only, and in no way obligates the Project or USAID to make any award.

All proposals, inquiries, and correspondence, including the RFP number, pertaining to this solicitation are to be directed to the attention of:

JSI Research & Training Institute Inc.
Attn: Ryan Macabasco, SPRING Contracts & Finance Manager
1616 Fort Myer Drive, Suite 1600
Arlington, VA, USA, 22209
Email: procurement@spring-nutrition.org

STATEMENT OF CONFIDENTIALITY

All information within this RFQ, regardless of the communication form, is given in absolute confidence and may not be disclosed without written permission from JSI Research & Training Institute, Inc.

**Background of Strengthening Partnerships, Results, and Innovation in Nutrition Globally
(SPRING) Project**

The Strengthening Partnerships, Results, and Innovations in Nutrition Globally (SPRING) project is a five-year USAID-funded Cooperative Agreement to strengthen global and country efforts to scale up high-impact nutrition practices and policies and improve maternal and child nutrition outcomes. The project is managed by JSI Research & Training Institute, Inc., with partners Helen Keller International, The Manoff Group, Save the Children, and the International Food Policy Research Institute.

Flow Down Contract Clauses and Provisions

SPRING is funded under a USAID Cooperative Agreement, awarded to JSI Research & Training Institute, Inc. (JSI). As required in the Cooperative Agreement, all procurement funded under this award is subject to provisions of the United States federal acquisition regulations, USAID's acquisition regulations, and U.S. law. It was on this basis that the attached Standard General Contract Terms and Conditions for USAID financed supply of goods were developed for use in contracts between suppliers and JSI/SPRING.

INSTRUCTIONS TO OFFERORS

1. Definitions

Offeror: The individual or firm providing proposals for the supplies or services requested under this RFP

Contractor: The individual or firm awarded the services requested under the RFP in the form of a subcontract

2. Proposal Guidelines

No more than 1 (one) proposal may be submitted by each organization in English. Applicants are encouraged to read the solicitation in its entirety, and ensure that the proposal addresses all of the items cited in the proposal instructions and meets the eligibility criteria. All Applications must be submitted by January 22, 2015. Applications submitted after the closing date and time will not be considered.

The Application must be accompanied by a cover letter typed on official organizational letterhead and signed by a person who has signatory authority for the applicant. Submit a complete Application package (electronic format) on or before the due date and time to Ryan Macabasco at procurement@spring-nutrition.org.

Receipt of a proposal to this request does not constitute an award commitment on behalf of the United States Government and/or JSI, nor does it commit the US Government and/or JSI to reimburse any costs incurred in the preparation and submission of a proposal. JSI and the US Government reserve the right not to fund any and/or all of the proposals received.

All proposals received on or before the due date and time will be reviewed by a technical committee that will evaluate the proposals according to the criteria provided below. The committee will determine which vendor/firm/organization will be funded based on the submitted proposals response to the evaluation criteria. All applicants will be notified in writing whether or not their Application is recommended for funding. A recommendation for funding is contingent on the availability of funds.

a) Technical Proposal

The Technical proposal describes how the applicant intends to carry out the Terms of Reference (Annex 1). It should be concise, specific, complete, and demonstrate a clear understanding of the work to be undertaken and the responsibilities of all parties involved. It must demonstrate the

Applicant's eligibility, as well as, their capabilities and expertise. The Technical Application must be submitted in English.

The complete Application shall be no more than **20 pages**. This page limit does NOT include the following items: cover page, table of contents, and acronym list. All Applications must be typed on standard letter-sized paper (8 ½ x 11") with 1" margins, using a font size of 12 Times New Roman, except within tables and in the budget section where the font size may be smaller but must be easily readable.

Include only information necessary to provide a clear understanding of the proposed action and the justification for it. Greater detail than necessary, as well as insufficient detail may detract from a proposal's clarity. Assume that the reader is not familiar with the particular context in which the project will be implemented. Minimize or avoid the use of jargon and acronyms as much as possible. If acronyms or abbreviations are used, include a separate page explaining the terms.

b) Qualifications: Institutional Capabilities and Past Performance

A copy of relevant CVs, company profile, capability statement, and three (3) past performance references from past projects, preferably from projects of a similar size, scope, and setting are required.

c) Cost Proposal: Budget Section

Applicants should present a budget summary, detailed budget, and budget notes using the instructions/guidelines presented below and the instructions included in Annex 1: Terms of Reference. All budget estimates must be in U.S. Dollars.

Budget Summary Format in U.S. Dollars (\$)

LINE ITEM	SPRING
I. Personnel	\$
II. Fringe Benefits	\$
III. Consultants/Contractual	\$
IV. Travel and Transportation	\$
V. Equipment	\$
VI. Other Direct Costs	\$
VII. Program Activities	\$
VIII. Indirect Costs	\$
TOTAL PROJECT COST	\$

This budget summary format should be the top page of your detailed budget. Use only the "major" budget category headings presented above. If you do not need funds for any particular category, for example "consultants", you may leave this budget category line out of the summary. No profit or fees may be included. Each major budget category should include detailed line "sub-categories" in the detailed budget presentation, as necessary, and described below. Please use the attached budget summary template.

Notes on Budget Preparation Instruction to Applicants

A detailed budget narrative in English that justifies the costs as appropriate and necessary for the successful completion of proposed activities should be attached to the budget. The budget narrative should clearly describe the project and cost assumptions for the SPRING funded costs. All proposed costs and estimates must be reasonable and allowable in accordance with the US government's OMB A-122, Cost Principles for Non-Governmental Organizations. All proposed costs must be directly applicable to performing the work under the award; and budgeted amounts should not exceed the market cost/value of an item or service.

Although the budget is an estimate or prediction and the assumptions contained in the budget may change; in order to award the grant, the budget must contain fairly detailed assumptions regarding rates and expected quantities/levels of effort. Reasonable and minor changes in rates or quantities due to circumstances beyond the control of the organization will be considered and generally will be allowable.

The budget narrative should be of sufficient detail so that someone unfamiliar with your organization or the activity could review and adequately understand/grasp the assumptions/reasonableness and calculation method used.

It is recommended that the budget narrative be prepared using Microsoft Word software and it should be separate from the budget. It is recommended that the budget be prepared using Microsoft Excel spreadsheet software so that rates, quantities, row totals, and column totals can be reviewed and updated with ease.

Specific Guidance by Budget Line Item:

- I. Personnel – This category should include salaries for full or part-time employees. The proposed compensation rates should approximate the current salary for the same or similar positions. The individual's name for each position, if already identified, should be mentioned, as well as the salary rate and level of effort (generally either number of days or months). Please note that per USAID regulations, compensation for Personnel included in the Offeror's proposal cannot exceed the USAID Contractor Salary Threshold (CST), currently established at \$168,700 per annum or \$648 per day.
- II. Fringe Benefits – Fringe Benefits or other compensation are calculated separately from the base salary and the budget details should present the amounts in a similar manner. If fringe benefits are paid, the types of fringe benefits and their individual costs should be disclosed.
- III. Consultants/Contractual – A consultant is an individual with a particular profession or that possesses a special skill that is hired by the organization for a specific task; however, this individual is not an employee or officer of the organization and in general no fringe benefits are to be included in the consultant's rate. The consultant's "title" (i.e. what service) should be included in the sub-line items in your budget table. The proposed consultant rates (either

hourly or daily) and LOE (level of effort) should be mentioned, justified, and addressed in the budget narrative and should form the basis of the calculation in your budget. The budget note should describe the specific services the consultants will perform. All contractual agreements for services should be in this section.

- IV. Travel and Transportation – The Application should indicate the number of trips, domestic and international, and the estimated costs. Specify the origin (city, country) and destination (city, country) for each proposed trip, duration of travel, and number of individuals traveling. Per Diem, if paid, should be based on the Applicant’s normal travel policies and/or on the USAID travel regulations. The following cost categories should be covered and budgeted for under this line item: airfare, other travel fares (specify), lodging, per diem, vehicle fuel, vehicle repairs, taxi/other ground transport, etc. If “standard” rates are used, the source of the standard should be mentioned.
- V. Equipment – Include equipment with per unit value of \$5,000 or more. Also include items with a unit value under \$5,000 but where the combined cost of several will be over \$5,000. List the item, quantity, estimated unit cost, projected source, and origin. The “USAID Eligibility Rules for Goods and Services” will apply to any award. These rules can be found in the following website: <http://www.usaid.gov/policy/ads/300/303maa.pdf>, and mainly pertain to the “source and origin” of the items to be purchased. SPRING is geographic code “935”.
- VI. Other Direct Costs –This line item includes costs such as communications, supplies, postage, printing, equipment under \$5,000 (unless the combined costs of several units is over \$5,000), office rent, etc. Also, costs of any non-programmatic professional services, if any, being procured through a contract mechanism should be included here (such as audit costs). The narrative should provide a breakdown and support for all other direct costs.
- VII. Program Activities (if any) – Generally, this category should only be used if the activity includes significant program related procurement of services or goods (20% or more of the total budget). For example, significant costs related to training, goods to be purchased and distributed, etc. Relatively small program related services may be included in either the Consultant’s section mentioned above or Other Direct Costs.
- VIII. Indirect Cost – Funds should be budgeted here if your organization has a currently approved Negotiated Indirect Cost Rate Agreement (NICRA). In the absence of a NICRA, we will accept a rate calculation that has been certified by a public accountant or public accounting firm.

d) Other:

A set of relevant attachments to the proposal (optional) which further document or explain the Offeror's approach and qualification, e.g. institutional brochure, letters of reference, publications list, financial/audit statements, etc.

JSI RESERVES THE RIGHT, IN ITS SOLE DISCRETION, TO MODIFY THE REQUEST, TO ALTER THE SELECTION PROCESS IN ANY WAY, TO ASK FOR ADDITIONAL INFORMATION FROM OFFERORS, TO REJECT ANY AND ALL PROPOSALS AND/OR TO MODIFY OR AMEND THE SCOPE OF THE PROPOSALS SUBMITTED. THE RELEASE OF THIS RFP IS NOT A COMMITMENT TO AWARD A CONTRACT.

Each Offeror acknowledges and agrees that the preparation of all materials for submittal to JSI and all presentations made by the Offeror are at the Offeror's sole cost and expense, and JSI shall not, under any circumstances, be responsible for any cost or expense incurred by an Offeror. All documentation and/or materials submitted with a proposal shall become and remain the property of JSI.

3. OFFER VALIDITY

The Offeror's technical and cost proposals must remain valid for not less than 90 calendar days after the deadline specified above. Proposals must be signed by an official authorized to bind the Offeror to its provisions.

4. FINANCIAL RESPONSIBILITY

Offerors which are firms and not individuals, must certify in the proposal submitted to the Project that they have the financial viability and resources to complete the proposed activities within the period of performance and under the terms of payment outlined in the Terms of Reference. JSI reserves the right to request and review the latest financial statements and audit reports of the Offeror as part of the basis of the award.

5. LANGUAGE

The proposal, as well as correspondence and related documents should be in English.

6. NEGOTIATIONS

The Offeror's most competitive proposal is requested. It is anticipated that any award issued will be made solely on the basis of an Offeror's proposal. However, the Project reserves the right to request responses to additional technical, management and cost questions which would help in negotiating and awarding a subcontract. The Project also reserves the right to conduct negotiations on technical, management, or cost issues prior to the award of a contract. In the event that an agreement cannot be reached with an Offeror the Project will enter into negotiations with alternate Offerors for the purpose of awarding a contract without any obligation to previously considered Offerors.

7. REJECTION OF PROPOSALS

The Project reserves the right to reject any and all proposals received, or to negotiate separately with any and all competing Offerors. Offerors whose proposals are not selected will be notified in writing.

8. INCURRING COSTS

The Project is not liable for any cost incurred by Offerors during preparation, submission, or negotiation of an award for this RFP. The costs are solely the responsibility of the Offeror.

9. CANCELLATION

The Project may cancel this RFP without any cost or obligation at any time until issuance of a contract.

10. CONTRACT AWARD

a) Selection Criteria

Proposals will be evaluated first to ensure that they meet all mandatory requirements. Proposals that fail to meet these requirements will receive no further consideration. A non-responsive proposal to any element may be eliminated from consideration.

For the purpose of selection, the evaluation will be based on an integrated assessment of the proposal, including, but not limited to, the following:

- Technical Proposal
- Qualifications: Institutional Capabilities and Past Performance
- Cost/budget proposal
- Ability to meet the deliverables requirements

b) Contract Type

The contracting document will be a Fixed Price Purchase Order (PO) to be awarded once a contractor has been selected. The awarded PO will include a statement of the total fixed price; the scope with stated deliverables and due dates; the guiding USAID FAR and AIDAR clauses; and invoicing information. Please be advised that under a fixed price PO the work must be done within the specified total price. Any expenses incurred in excess of the agreed upon amount in the purchase order will be the responsibility of the Subcontractor and not that of JSI or USAID. Therefore, the Offeror is duly advised to provide its most competitive and realistic cost proposal to cover all foreseeable expenses related to the tasks outlined in the Statement of Work.

11. REPRESENTATIONS AND CERTIFICATIONS

The proposal shall be accompanied by any requested representations or certifications signed by an authorized official of the Offeror.

12. CLAUSES

a) PAYMENT

JSI policy prohibits advance payment.

Payments will be made on the following basis:

- The supplier will submit an invoice for payment after being notified of receipt and acceptance of the goods/services by the JSI Project Director or designee(s). Acceptance is predicated upon the compliance of the goods/services with the specifications set forth in the contract.
- The supplier will be paid an amount as stated on the contract. JSI payment cycle is net 30 days upon receipt of vendor invoice.
- Should the supplier require payment along other terms and conditions, these will need to be negotiated with JSI prior to final award and issuance of the contract. Full cooperation with JSI in meeting the terms and conditions of payment will be given the highest consideration.

b) EXECUTIVE ORDER ON TERRORISM FINANCE

The Contractor is reminded that U.S. laws prohibit transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of the recipient to ensure compliance with such laws. The Treasury Department's list of Specially Designated Nationals appears at www.treas.gov/offices/enforcement/ofac/sdn.

c) CLAUSES TO BE INCORPORATED INTO THE CONTRACT AS APPLICABLE

The following clauses will be incorporated by reference in the Contract. The term "JSI" shall be substituted for the term "Government" and the term "JSI International Division Director/Project Director or his/her designee(s)" shall be substituted for the term "Contracting Officer" in such clauses for purposes of the Contract.

A.I.D. ACQUISITION REGULATION (48 CFR Chapter 7) CLAUSES

752.202-1 and Alt 70 Definitions (Jan 1990)

and/or Alt. 71 Definitions (APR 1984)(applicable to educational institutions for participant training)

and/or Alt 72 Definitions (DEC 1986)(applicable for contracts involving performance overseas)

752.225-70 Source & Nationality Requirements (FEB 1997)

FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1) CLAUSES

FAR 52.252-2 Clauses Incorporated by Reference (Feb 1998). This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

http://farsite.hill.af.mil/reghtml/regs/far2afmcfars/fardfars/far/52_000.htm

52.213-2 Invoices (Applies if the PO authorizes advance payments for subscriptions, newspapers, magazines, periodicals, or other publications.)

52.213-3 Notice to Supplier (Applies to unpriced purchase orders)

52.213-4 Terms and Conditions—Simplified Acquisitions (Other Than Commercial Items). (JAN 2006)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses that are incorporated by reference:

(1) The clauses listed below implement provisions of law or Executive order:

(i) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).

(ii) 52.222-21, Prohibition of Segregated Facilities (FEB 1999) (E.O. 11246).

(iii) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).

(iv) 52.225-13, Restrictions on Certain Foreign Purchases (MAR 2005) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

(v) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(vi) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(2) Listed below are additional clauses that apply:

(i) 52.232-1, Payments (APR 1984).

(ii) 52.232-8, Discounts for Prompt Payment (FEB 2002).

(iii) 52.232-11, Extras (APR 1984).

(iv) 52.232-25, Prompt Payment (OCT 2003).

(v) 52.233-1, Disputes (JULY 2002).

(vi) 52.244-6, Subcontracts for Commercial Items (DEC 2004).

(vii) 52.253-1, Computer Generated Forms (JAN 1991).

(b) The Contractor shall comply with the following FAR clauses, incorporated by reference, unless the circumstances do not apply:

(1) The clauses listed below implement provisions of law or Executive order:

(i) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (JAN 2006) (E.O. 13126). (Applies to contracts for supplies exceeding the micro-purchase threshold.)

(ii) 52.222-20, Walsh-Healey Public Contracts Act (DEC 1996) (41 U.S.C. 35-45) (Applies to supply contracts over \$10,000 in the United States, Puerto Rico, or the U.S. Virgin Islands).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212) (Applies to contracts of \$25,000 or more).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUNE 1998) (29 U.S.C. 793). (Applies to contracts over \$10,000, unless the work is to be performed outside the United States by employees recruited outside the United States.) (For purposes of this clause, United States includes the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.)

(v) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212) (Applies to contracts of \$25,000 or more).

(vi) 52.222-41, Service Contract Act of 1965, As Amended (JULY 2005) (41 U.S.C. 351, et seq.) (Applies to service contracts over \$2,500 that are subject to the Service Contract Act and will be performed in the United States, District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, Johnston Island, Wake Island, or the outer continental shelf lands).

(vii) 52.223-5, Pollution Prevention and Right-to-Know Information (AUG 2003) (E.O. 13148) (Applies to services performed on Federal facilities).

(viii) 52.225-1, Buy American Act—Supplies (JUNE 2003) (41 U.S.C. 10a-10d) (Applies to contracts for supplies, and to contracts for services involving the furnishing of supplies, for use

in the United States or its outlying areas, if the value of the supply contract or supply portion of a service contract exceeds the micro-purchase threshold and the acquisition—

(A) Is set aside for small business concerns; or

(B) Cannot be set aside for small business concerns (see 19.502-2), and does not exceed \$25,000).

(ix) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (OCT 2003). (Applies when the payment will be made by electronic funds transfer (EFT) and payment office uses the Central Contractor Registration (CCR) database as source of EFT information.)

(x) 52.232-34, Payment by Electronic Funds Transfer—Other than Central Contractor Registration (MAY 1999). (Applies when the payment will be made by EFT and the payment office does not use the CCR database as its source of EFT information.)

(xi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. App. 1241). (Applies to supplies transported by ocean vessels (except for the types of subcontracts listed at 47.504(d).

(2) Listed below are additional clauses that may apply:

(i) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (JAN 2005) (Applies to contracts over \$25,000).

(ii) 52.211-17, Delivery of Excess Quantities (SEPT 1989) (Applies to fixed-price supplies).

(iii) 52.247-29, F.o.b. Origin (JUNE 1988) (Applies to supplies if delivery is f.o.b. origin).

(iv) 52.247-34, F.o.b. Destination (NOV 1991) (Applies to supplies if delivery is f.o.b. destination).

Invoice Requirements. Contractor shall submit an invoice prior to payment for goods or services. Each invoice shall be numbered and shall include: (a) the Contractor's name and address, dates of performance and amount of payment requested; (b) a reference by number to this purchase order; and (c) a description of the items for which payment or reimbursement is sought. Upon acceptance of the deliverables by JSI, JSI shall make payment to the Contractor either in local currency purchased by JSI at prevailing market rates, or by wire transfer of US Dollars to a local bank account held in the name of Contractor. JSI shall not be liable for fluctuations in exchange rates after such purchase of local currency or wire transfer of funds.

Relationship. It is understood and agreed that Contractor is furnishing services to JSI as an independent contractor, and nothing contained in the Contract between JSI and Contractor shall create any association, partnership, joint venture, employer-employee or agent-principal relationship.

Confidential Information. Each party shall treat as confidential all information obtained from the other during the course of performance under the Contract, unless such information is in the public domain. Neither party shall disclose such information without prior written consent of the other, unless compelled to do so by law.

Assignment. Neither party may assign its rights or responsibilities under this contract without the prior written consent of the other, except that JSI may assign its rights under the Contract if required to do so by law or as collateral for a bank loan or other financing.

Compliance with Laws. Each party shall comply with all applicable laws, ordinances, rules and regulations of federal, state, and local governments and agencies relating to or affecting the work to be performed under the Contract.

Modifications. The scope of work and other terms and conditions contained in the Contract shall not be added to, modified, superseded or otherwise changed except by a writing signed by JSI.

Indemnification. Contractor shall indemnify and hold JSI harmless from any damages or liability caused by or arising out of Contractor's negligence, failure to perform as required by the Contract, intentional misconduct, or failure of goods or services provided under the Contract.

Entire Agreement. The Contract supersedes all prior oral or written agreements, if any, between the parties and constitutes the entire agreement between the parties with respect to the work to be performed hereunder.

Inspection/Acceptance. The Contractor shall tender for acceptance only items that conform to the requirements of the Contract. JSI reserves the right to reject or revoke acceptance of any non-conforming items, and to inspect or test any supplies or services tendered for acceptance. JSI may require repair or replacement of nonconforming supplies or re-performance of nonconforming services at no increase in contract price.

Termination for Convenience. JSI reserves the right to terminate this purchase order or any part hereof for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination.

Termination for Cause. JSI may terminate the Contract or any part thereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any term or condition of the Contract, or fails to provide JSI upon request with adequate assurance of future performance, or in the event of termination of the prime contract for convenience. In the event of termination for cause, JSI shall not be liable to the Contractor for any amount for supplies or services not accepted, and Contractor shall be liable to JSI for any and all rights and remedies provided under the Contract or by law. If it is determined that JSI improperly terminated the Contract for default, such termination shall be deemed a termination for convenience.

Representations and Warranties. The Contractor represents and warrants that: (a) it has good title to all tangible and intangible products delivered or to be delivered pursuant to this purchase order, subject to no lien or security interest, (b) such products are merchantable and fit for JSI's intended use of the same, and (c) such products do not infringe the patent, trademark, copyright or other rights of any third party.

Interpretation. In the event of any conflict between the terms of this Purchase Order and a subcontract between JSI and Contractor, the terms of the subcontract shall prevail.

END CLAUSES

Annex 1: Terms of Reference

Development of Data Collection Guidance for a new annual reporting indicator under Feed the Future related to nutrient-rich value chain commodities (NRVCC)

Develop data collection guidance to improve ongoing monitoring of nutrition-sensitive agriculture,

Time frame: February to September 2015

A. Background to the Project:

Strengthening Partnerships, Results, and Innovations in Nutrition Globally (SPRING) project is a five-year cooperative agreement funded by the United States Agency for International Development (USAID) to provide state-of-the-art technical support and facilitate country-led, regional, and global programs to improve the nutritional status of women and children. The SPRING implementation team consists of JSI Research & Training Institute, Inc. (the Prime), Helen Keller International (HKI), The International Food Policy Research Institute (IFPRI), Save the Children (SC), and The Manoff Group (TMG). SPRING builds on past USAID investments and its partner expertise to deliver high impact nutrition interventions, such as infant and young child feeding, control of micronutrient deficiencies, and maternal nutrition practices focusing on the first 1,000 days. SPRING is also leading efforts to strengthen the evidence base and to build on, clarify, and strengthen the understanding, application, and use of the most promising nutrition-sensitive agriculture interventions.

B. Current Status of the Activity: Feed the Future (FTF) has added a new activity-level, annual reporting indicator to track an intermediate outcome related to consumption/utilization of nutrient-rich value chain commodities (NRVCC).¹ The proposed indicator is related to Gross Margin (GM) in that data for the NRVCC indicator will likely be collected at the same time and using the same methods as data on total production and sales for the GM indicator.²

This new indicator, ***“Total quantity of targeted nutrient-rich value chain commodities set aside for home consumption by direct beneficiary producer households”***, was informed by

¹ BFS has defined a commodity as being nutrient rich if it meets any one of the following criteria:

- Is bio-fortified
- Is a legume, nut or seed
- Is an animal-sourced food, including dairy products (milk, yogurt, cheese), eggs, organ meat, flesh foods, and other miscellaneous small animal protein (e.g. grubs, insects)
- Is a dark yellow or orange-fleshed root or tuber
- Is a fruit or vegetable that meets the threshold for being a “high source” per 100 gms of one or more micronutrients, Please see the final PIRS in the revised handbook at <http://feedthefuture.gov/resource/feed-future-handbook-indicator-definitions>, page 54

² INDICATOR TITLE: 4.5(16,17,18) Gross margin per hectare, animal or cage of selected product (RiA)*, http://www.feedthefuture.gov/sites/default/files/resource/files/ftf_handbook_indicators_october2014.pdf, page 35

recommendations identified in the SPRING landscape analysis of FTF activities in 19 focus countries³, and aims to track progress on FTF strategies that seek to improve nutrition by increasing consumption of targeted NRVC among producer households. When operationalized, this indicator could be used to monitor and track the amount of NRVC set aside for home consumption by producer households. While this indicator does not measure the actual amounts consumed by members of the household, it can build on data that is being collected by implementing partners and should provide a valuable data point about how FTF investments in NRVC are affecting household consumption patterns. The draft Performance Indicator Reference Sheet for this Feed the Future indicator, Program Element 4.5.3, Nutrition Sensitive Agriculture, 3.1.9.1-3, is attached and is also available for review at <http://feedthefuture.gov/resource/feed-future-handbook-indicator-definitions>, [page 54](#).

SPRING has recently finalized a Scope of Work with USAID's Bureau for Food Security's Office of Strategic Planning and Performance Management (SPPM) to assist in determining suitable approaches for collecting data to inform the above nutrition sensitive agriculture indicator, using or building, as possible, on the approaches select Feed the Future activities have been using to collect gross margin (GM) data. Considerations of cost, time, and alignment with current/common GM monitoring systems are key to the development of the final guidance. The Scope of Work with SPPM is comprised of several steps:

- Identify countries and activities that invest in NRVC (according to USAID definitions) and prioritize countries and activities for undertaking the proposed operations research.
- Review, through activities documents and key informant interviews, existing practices and issues related to the collection of data associated with (already required) reporting of GM of targeted NRVCs among implementing partners of FTF activities
- Conduct field observation, when supported by the results from the review, and assess the different data collection approaches that are being used for GM measures with several NRVC managed by different implementing partners in three countries (To be determined, but a firm should plan for the following: one in Africa, Asia, and LAC).
- From this assessment, develop appropriate questions/approaches to collect and/or address challenges in collecting the data required for the NRVC indicator, and test these questions/approaches for collecting the additional data point on amount of NRVC set aside for home consumption as a part of GM data collection.
- Develop practice guidance, or suggest modification of existing guidance, for implementing partners to gather and report on the annual NRVC indicator.

SPRING has been working closely with the Bureau for Food Security (BFS) to develop better monitoring indicators that can track interim outcomes along the agriculture-to-nutrition pathways.⁴ In responding to this request of work, SPRING will build on these efforts and develop a guidance document or suggest updates to existing guidance to help implementing partners operationalize this intermediate annual indicator related to home consumption of NRVC Given the amount of time and

³ <http://www.spring-nutrition.org/publications/assessment-reports/leveraging-agriculture-nutritional-impact-through-feed-future>

⁴ <http://www.spring-nutrition.org/publications/series/improving-nutrition-through-agriculture-technical-brief-series>.

skills required to complete this work, SPRING is seeking the services of a contractor to assist in completing the work in a timely manner. Through rounds of discussions with BFS, SPRING has already shortlisted a few countries, by region, and identified NRVCs produced in these countries that report GM data. The NRVC categories will include horticulture, animal-sourced foods and legume/lentils/bean. **Please note: Final sites to visit are yet to be determined (for illustrative purposes, please plan for the following countries: Ethiopia (Africa), Guatemala (Latin America), and Bangladesh (Asia));** However, NRVCs to study will be finalized with the selected vendor's inputs, in consultation with SPRING, USAID Missions and Implementing Partners.

C. Objectives for the Activity:

As noted above, the main goal for this SPRING operations research is to assist in determining approaches for collecting good data on the proposed indicator, building on approaches select Feed the Future activities have been using to collect gross margin (GM) data. Given this goal, the key objectives for the contractor include:

- Review the existing methods employed by implementing partners in collecting GM data, critique the strengths and weaknesses in these methods, and assess the advantages and limitations of the reviewed methods;
- Based on field surveys, conduct a feasibility analysis on the additional cost and different options to include NRVC estimates in the current GM data collection scheme, including any modifications that may be needed to the existing GM indicator guidance
- Develop and draft practical guidance for implementing partners to incorporate the annual NRVC indicator into their overall M&E plans and approaches, including a set of suggested protocols with steps needed to measure the annual NRVC indicator.

D. Overall Research Approach:

SPRING is seeking assistance of a research firm, group, or organization to undertake quantitative and qualitative data collection in three (3) countries; countries *to be determined, but for illustrative purposes, please assume* one each in Africa (Ethiopia), Asia (Bangladesh), and Latin America (Guatemala).. SPRING is particularly interested in organizations with strong field based agriculture data collection experiences and operations research skills (including qual/quant data collection, analysis, and reporting; management of field teams, etc.), especially in the area of agriculture and livestock product value chains as they contribute to nutrition.

Proven experience in both qualitative and quantitative agriculture data collection and monitoring in a field setting is required to undertake this activity. Information gathering and field survey work will be undertaken using qualitative methods including but not limited to Key Information Interviews and Field Observations. However, knowledge of and experience in quantitative data collection approaches for agriculture including but not limited to those related to calculation of gross margin is also required in order to determine appropriate interview questions and to ensure understanding of challenges and better practices associated with effective and efficient GM data collection approaches. Specifically, the contractor must be able to:

- understand and define the various factors and characteristics (e.g., production cycle, market demand and consumption patterns, seasonality, impacts on crop prices and sales values, etc.) associated with the range of NRVCs being surveyed that need to be considered when collecting GM data in the selected countries and settings,

- apply mixed methods (Qual and Quant data collection and analysis) to compare and contrast the advantages and disadvantages of the range of GM data collection approaches being used by Feed the Future implementing partners across contexts and NVRCCs; and
- determine a range of appropriate changes to the GM indicator data collection components to support collection of data needed to inform the quantity and timing of NRVCCs being set aside for household consumption.

E. Qualifications of Research Group/ Firm:

The selected firm will have expertise and experience to complete the work described in this TOR. Proposals must reflect a strong understanding of the objectives and methodology described in this TOR. Minimum qualifications of key personnel proposed by the offeror should include, but are not limited to:

- Personnel with a Master's degree or above in agriculture economics, nutrition, public health, statistics, economics, sociology, anthropology or a related field;
- Essential to have a person(s) with proven field-based agriculture monitoring and evaluation (especially indicator GM data collection) experience, preferably in Feed the Future countries in Africa, Asia, and LAC;
- Person(s) with demonstrated experience working with programs funded by USAID's Bureau for Food Security or Bureau of Democracy, Conflict and Humanitarian Assistance is preferred;
- Person(s) with sound training and a minimum of 7 years of full-time experience in: program monitoring, qualitative and/or quantitative research methods, operations and/or formative research, and in the design, conduct and analysis of research studies (quantitative and/or qualitative);
- Staff with strong computer literacy, with demonstrated use of data analysis software (e.g. Stata, SPSS, Nvivo, Atlas.ti, etc.);
- Staff with excellent written and oral communications and negotiating skills;
- Person(s) with proficiency in French, Spanish, or other major foreign language may be required depending on final country selection;
- Person(s) with the ability to travel internationally if a local firm is not selected; and
- Authorization to work in the U.S. is preferred but not required.

Please note that per USAID regulations, compensation for Personnel included in the Offeror's proposal cannot exceed the USAID Contractor Salary Threshold (CST), currently established at \$168,700 per annum or \$648 per day.

F. Responsibilities of the Research Firm:

The Offeror will be responsible for conducting the following tasks and should describe in their Proposal how they intend to carry out these tasks and the overall SOW described in this TOR.

- Construct agricultural calendar of select NRVCCs by country;
- Complete desk review, including methods and tools IPs use to collect GM data;

- Consult experts and resource persons, including BFS on perceived effectiveness of current collection methods and utility of GM data⁵;
- Draft key informant interview (KII) guide, schedule and conduct interviews with Implementing Partners on current data collection practices, issues, and challenges. The desk review and interview work should validate at least one of the following statements to substantiate the need to do field work:
 1. There are challenges to collecting production data in general for NRVCC
 2. There are challenges to collecting set aside for home consumption data specifically for NRVCC;

Offerors shall submit one budget to include the four main tasks outlined above.

Field Testing (3 countries: Ethiopia, Bangladesh, Guatemala)

- With SPRING, contact Missions and potential implementing partners to schedule observational sessions when GM data are collected in the field and discuss efforts anticipated with selected IPs/NRVCCs;
- Develop field observation guide and KII guide (Implementing partner staff and producers);
- Summarize findings from Implementing Partner interviews and expert consultations in a short report and share with Technical Advisor Group (TAG)/other stakeholders;
- Work with IPs to schedule field visits so that observational sessions coincide with GM data collection;
- Consult with and assist IPs in the field to develop question(s) appropriate to the NRVCC, season and frequency of data collection to obtain data on the quantities produced, sold and set aside for consumption of the NRVCC of interest;
- Travel to up to three countries (please see above for illustrative countries) for an average two weeks per country to observe how GM data (especially quantities produced and sold) are being collected and to identify implications the current approach may have on the proposed NRVCC indicator; timing of travel will be determined by harvest and availability of collaborating Missions and IPs;
- Conduct 10 – 15 key informant interviews and/or focus group discussions for each NRVCC with relevant Implementing Partner staff and smallholder producers to assess their perception of the various data collection approaches, challenges they face, the perceived accuracy and utility of the collected data, and ways to improve the data collection practice;
- Analyze qualitative and quantitative (if applicable) data collected using software, when deemed necessary;
- Share preliminary findings from field work with involved Implementing Partners and stakeholders to ensure accuracy of data and interpretation, refining the various data collection questions/approaches based on input from these key stakeholders;
- Develop first draft guidance for NRVCC indicator data collection
- With SPRING, present the draft guidance to USAID clients.

⁵ For instance, *Food and Nutrition Technical Assistance (FANTA)*, *Technical Assistance for NGOs (TANGO)*, *Innovation Labs for Aquaculture and Fisheries*, *Adapting Livestock System to Climate Change and Horticulture and with Worldfish*

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Offerors shall submit three budgets for the Field Testing part of this TOR (one budget for each country: Ethiopia, Bangladesh, and Guatemala), for a total of four (4) separate budgets encompassing this entire TOR.

SPRING will be coordinating the operations research process and will be able to provide administrative support including communications with USAID and USAID Missions and implementing partners, and planning presentations and setting meetings, as needed. To the extent possible, SPRING staff will travel with the research firm to facilitate field visits with and through implementing partners and USAID country Missions, staying involved in data collection, analysis and presentation. The firm is expected to work closely with SPRING and will provide the main technical inputs to drive the research process and develop the final data collection guidance.

G. Deliverables and Period of Performance:

The term of this work is estimated from February 1, 2015 to September 30, 2015.

Required Deliverables:

1. Value chain matrix and selection criteria (February 5, 2015)
2. Key informant interview guide (February 15, 2015)
3. Short report (8 - 10 pages) and PowerPoint slides to share with Technical Advisory Group, BFS, Missions, and IPs (due March 2015) summarizing findings from:
 - i) desk review on the range of data collection and analysis methods that have been employed to collect Gross Margin
 - ii) responses from KIIs
4. Report of results from field testing (August 2015)
5. New or updated indicator data collection guidance document (September 2015)

Annex 2: Certifications

CERTIFICATION REGARDING TERRORIST FINANCING

Within the following certification the term “JSI” shall be substituted for the term "USAID".
“Quote/proposal shall be substituted for the term “application”.

CERTIFICATION:

By signing and submitting this certification, the prospective recipient provides the certification set out below:

1. The Recipient, to the best of its current knowledge, did not provide, within the previous ten 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, as that term is defined in paragraph 3.

2. The following steps may enable the Recipient to comply with its obligations under paragraph 1:

a. Before providing any material support or resources to an individual or entity, the Recipient will verify that the individual or entity does not (i) appear on the master list of Specially Designated Nationals and Blocked Persons, which list is maintained by the U.S. Treasury’s Office of Foreign Assets Control (OFAC) and is available online at OFAC’s website : <http://www.treas.gov/offices/eotffc/ofac/sdn/t11sdn.pdf>, or (ii) is not included in any supplementary information concerning prohibited individuals or entities that may be provided by USAID to the Recipient.

b. Before providing any material support or resources to an individual or entity, the Recipient also will verify that the individual or entity has not been designated by the United Nations Security (UNSC) sanctions committee established under UNSC Resolution 1267 (1999) (the “1267 Committee”) [individuals and entities linked to the Taliban, Usama bin Laden, or the Al Qaida Organization]. To determine whether there has been a published designation of an individual or entity by the 1267 Committee, the Recipient should refer to the consolidated list available online at the Committee’s website:

<http://www.un.org/Docs/sc/committees/1267/1267ListEng.htm>.

c. Before providing any material support or resources to an individual or entity, the Recipient will consider all information about that individual or entity of which it is aware and all public information that is reasonably available to it or of which it should be aware.

d. The Recipient also will implement reasonable monitoring and oversight procedures to safeguard against assistance being diverted to support terrorist activity.

3. For purposes of this Certification:

a. “Material support and resources” means currency or monetary instruments or financial securities, financial services, lodging, training, expert advice or assistance, safehouses, false documentation or identification, communications equipment, facilities, weapons, lethal

substances, explosives, personnel, transportation, and other physical assets, except medicine or religious materials.”

b. “Terrorist act” means:

(i) an act prohibited pursuant to one of the 12 United Nations Conventions and Protocols related to terrorism (see UN terrorism conventions Internet site: <http://untreaty.un.org/English/Terrorism.asp>); or

(ii) an act of premeditated, politically motivated violence perpetrated against noncombatant targets by subnational groups or clandestine agents; or

(iii) any other act intended to cause death or serious bodily injury to a civilian, or to any other person not taking an active part in hostilities in a situation of armed conflict, when the purpose of such act, by its nature or context, is to intimidate a population, or to compel a government or an international organization to do or to abstain from doing any act.

c. “Entity” means a partnership, association, corporation, or other organization, group or subgroup.

d. References in this Certification to the provision of material support and resources shall not be deemed to include the furnishing of USAID funds or USAID-financed commodities to the ultimate beneficiaries of USAID assistance, such as recipients of food, medical care, micro-enterprise loans, shelter, etc., unless the Recipient has reason to believe that one or more of these beneficiaries commits, attempts to commit, advocates, facilitates, or participates in terrorist acts, or has committed, attempted to commit, facilitated or participated in terrorist acts.

e. The Recipient’s obligations under paragraph 1 are not applicable to the procurement of goods and/or services by the Recipient that are acquired in the ordinary course of business through contract or purchase, e.g., utilities, rents, office supplies, gasoline, etc., unless the Recipient has reason to believe that a vendor or supplier of such goods and services commits, attempts to commit, advocates, facilitates, or participates in terrorist acts, or has committed, attempted to commit, facilitated or participated in terrorist acts.

This Certification is an express term and condition of any agreement issued as a result of this application, and any violation of it shall be grounds for unilateral termination of the agreement by USAID prior to the end of its term.

OFFEROR: _____

Authorized Signatory: _____

Title: _____

Date: _____

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, OR
PROPOSED DEBARMENT**

By signing and submitting this certification, the prospective recipient provides the certification set out below:

By signing and submitting this certification, the prospective recipient provides the following assertion: to the best of its knowledge and belief, the prospective recipient and/or any of its Principals are () are not () presently debarred, suspended, proposed for debarment, or declared ineligible for award of contracts by any Federal agency.

OFFEROR: _____

Authorized Signatory: _____

Title: _____

Date: _____