



## **Pact Namibia**

### **Partnership for Strengthening Coordination, Networking, and Organizational Development**

#### **Request for Proposals 264-RFP-10-02**

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#### **I. Introduction**

Pact Namibia invites organizations with members who have experience working in Namibia, to submit a proposal for partnering with Pact to increase local coordination and networking between communities and service providers addressing HIV/AIDS and related health services, while strengthening civil society's access to organizational development approaches and services. Section II of this Request for Proposals (RFP) details Pact Namibia's objectives as negotiated with the donor, the U.S. Agency for International Development (USAID), and in particular, some of our work as it pertains to civil society strengthening; Section III details the Statement of Work under this RFP; Sections IV to VI describe eligibility for bidding, amount and duration of award, and expected deliverables; Sections VII to X detail instructions for submission, evaluation criteria, timeline, and inquiries. Annex 1 and 2 cover the terms and conditions of this RFP and the contract.

#### **II. Pact's overall goals and objectives in Namibia**

Pact Inc's mission is to help build strong communities that provide people with an opportunity to earn a dignified living, raise healthy families, and participate in democratic life. Pact achieves this by strengthening the capacity of grassroots organizations, coalitions and networks, and by forging linkages among government, business and the citizen sectors to achieve social, economic and environmental justice.

Pact Namibia is implementing an HIV/AIDS program with funding through USAID/Namibia under the U.S. President's Emergency Plan for AIDS Relief (PEPFAR). The Pact Namibia Community REACH (Rapid and Effective Action Combating HIV/AIDS) Program is a technical assistance initiative focusing on institutional and technical capacity building to build capacity of ministries and local non-governmental organizations (NGOs) to enhance, liaise, and strengthen community based HIV/AIDS prevention, care and support activities.

Currently, Pact Namibia is partnering with 19 organizations including NGOs, faith-based organizations (FBOs) and community-based organizations (CBOs) in the implementation of HIV/AIDS prevention, care and support throughout Namibia while providing support to the Ministry of Gender Equality and Child Welfare (MGECW) and limited support to various other ministries.

Pact was asked by USAID to reorganize the REACH initiative such that it is more closely linked to USAID priorities under PEPFAR II and the draft Namibia Partnership Framework Agreement. Pact will use the following goals and objectives for this transition year (FY10):

**Goal:**

To scale up and sustain a comprehensive response to HIV and AIDS services through Namibian partners, including civil society and the Government of the Republic of Namibia (GRN).

**Objectives:**

- 1) To strengthen capacity of and linkages between civil society and host country government at community and national levels with the aim of promoting longer term sustainability.
- 2) To strengthen the Ministry of Gender Equality and Child Welfare and other Ministries through targeted technical assistance and capacity building for the implementation of the National Plan of Action (NPA) for Orphans and Vulnerable Children (OVC).
- 3) To strengthen gender related policy frameworks and mainstream gender sensitivity in HIV/AIDS programs.

**Pact current approach related to this RFP:**

Under the first objective, Pact Namibia engages directly with partners to improve and ensure effective, efficient and quality service delivery while at the same time being accountable to donors and governments. Pact Namibia is committed to supporting its partners by providing mentoring, networking, training, direct technical assistance, and program funding to enhance the quality of the partners' HIV programs (e.g., the provision of quality palliative care and care for orphaned or vulnerable children; the effective targeting of behavior change) and to strengthen the institutional capacity of the Partners in areas such as financial and human

resource management, monitoring, evaluation and reporting, program design and management, governance, and sustainability.

Overall, Pact is also committed to working with local organizations providing training and organizational development services in Namibia to strengthen their technical and institutional capacities. The Pact approach starts with Pact's Organizational Capacity Assessment (OCA) methodology, a structured, guided self-assessment process that individual partners undertake to identify the strengths and challenges of their institutional structure. Based on the results of the OCA, Pact works with individual partners to develop an Institutional Strengthening Plan (ISP) that lays out specific practical mentoring, training and networking initiatives to enhance the institutional strengths identified and to address those areas where improvement and strengthening is needed. In line with Pact's principle of building local capacity, Pact's approach is to invest in local service providers (private and NGOs) such that when Pact exits from U.S. Government (USG) funding, the methodology, tools, and approaches and practical experience have been left behind in country and would continue to serve NGOs. This is already evident as local service providers are already using the Pact OCA methodology beyond the USG-funded programs. The Pact methodology emphasizes participatory approaches that engage the NGOs resulting in substantially greater ownership in the results of OCAs compared to other organizational assessment methodologies. Follow up capacity building services emphasize participatory processes and mentoring.

Pact currently provides substantial support to the MGECW. In addition to the placement of technical advisors in the MGECW, Pact provides capacity building and policy development and implementation support. Capacity building has targeted various areas such as planning, monitoring and evaluation, coordination, policy dissemination and implementation, and skills.

During the past two years, Pact has also provided technical and financial support to developing and implementing the Residential Child Care Facility (RCCF) Standards. In FY09, Pact encouraged and facilitated the formation of the RCCF network, which provides an opportunity for civil society engagement and ownership in the implementation of the standards. The RCCF network will receive funding to carry out activities of the network, including capacity building on RCCF standards.

The NPA has created structures for coordination of services for orphans and vulnerable children at various levels, called OVC forums. The MGECW is responsible for ensuring the implementation of the OVC forums, and is a major service provider for OVC-related services. The Permanent Task Force (PTF) is the overarching national coordination body. Regional OVC Forums have been created in several of Namibia's 13 regions, and in a few locations constituency forums are operational. With assistance from this contract, Pact will initiate a new approach to OVC forums and assist the MGECW with designing a bottom up approach that will ensure coordination of services for orphans and vulnerable children, forum functioning, and ownership at local levels in support of the National Plan of Action (NPA). This RFP will also ensure that the various levels of OVC forums support each other. This will be started in 3 pilot areas with the intention of having the MGECW eventually scale up to at least 8 regions

(UNICEF already covers support to OVC forums in 6 additional northern regions). In FY09, Pact's OVC Technical Advisor along with MGECW counterparts conducted brief assessments on OVC forums in two selected regions. To guide this work and coordinate efforts, the MGECW is planning an OVC forum technical committee which will include MGECW, UNICEF, and Pact, among other key stakeholders.

To improve the linkage, communication, and coordination between communities and health facilities regarding HIV and related services, Pact will engage the Ministry of Health and Social Services (MOHSS) and/or privately run facilities along with community structures to pilot approaches to strengthen community engagement and involvement in the provision and coverage of HIV and related health services. An example of such an activity is to strengthen (or established where non-existent) health facility committees that engage the community in the catchment areas. Under the Care and Support (C&S) program, this work will be complemented by opportunities for local groups (e.g. NGOs, CBOs, support groups, etc) to engage in strengthening their own community initiatives through a solicitation for family based care and support in as least 2 regions.

### **III. Statement of Work**

To supplement the technical assistance and to strengthen local coordination, networking, and linkages between communities and service providers, Pact Namibia is seeking an organizational partner to assist Pact Namibia with strengthening local coordination bodies/structures and building on its organizational development (OD) program to accomplish the following:

- 1. Strengthen Linkages between communities, civil society, private sector and government by strengthening local coordination and engagement of communities in OVC services and HIV/Health related services (about 70% Level Of Effort (LOE))**
  - a. Support the MGECW by leading an initiative to strengthen OVC coordination bodies e.g. OVC forums) at various levels in 3 regions (Erongo, Khomas, Otjozondjupa) by the end of this fiscal year (FY10: ends Sept 30, 2010) , assist the MGECW scale up successful interventions to at least 5 regions by the end of FY11 (Sept 30, 2011).<sup>1</sup>
  - b. Support MOHSS and/or private or FBO health facility stakeholders to improve the engagement of communities in local health service coverage and provision of HIV and related health services regarding HIV and related health services in at least 1 facility each in 2 separate regions (Ohangwena and Caprivi) by the end of this fiscal year; scale up successful interventions by the end of FY11. Consider as part of the strategy, and where appropriate, strengthening or establishing health facility committees; strengthening linking Constituency and Regional AIDS Coordinating Committees (CACCOCS; RACCOCs), or; strengthening Village or

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<sup>1</sup> Year 2 activities including targets will be confirmed through the annual COP process.

Constituency Development Committees (VDCs, CDCs) or other existing and promising structures.

Activities for the above objectives include (but are not limited to):

- Establish relationships with relevant ministries including MOHSS's Family Health Division, MGECW, Ministry of Regional and Local Government and Rural Development (MRLGRD), as well as other structures such as Regional Councils, RACCOCs, public and private facilities in selected regions, other relevant structures in assigned regions
- Brief Assessment in Ohangwena and Caprivi regarding health facility coordination and engagement of communities, as well as existence and feasibility of facility-community committees;
- Develop and implement output and outcome level indicators of both functional coordination bodies (forums/committees) and community engagement
- Interventions for strengthening coordination ensuring representation of stakeholders
- Program integration with Pact's planned solicitations for community and family-based care and support services and any other upcoming solicitations for local NGOs or CBOs.
- Transfer of skills and exit strategy planning by focusing on building capacity from the start of the project. Targets may include, but not limited to, government officials, facility staff, NGO staff, and Pact staff.

**2. Assist with strengthening the design Pact Namibia's Organizational Development (OD) program to strengthen NGO capacity to provide needed, sustainable services in communities (about 15% LOE).**

- a. Assist Pact Namibia develop a road map prototype for organizational development for partner NGOs based on the NGO's current level of development.
- b. Assist Pact Namibia develop a system for monitoring OD in NGOs, including indicators and milestones.
- c. Assist Pact staff design and implement the next phase of the OD program, including expanding and building the network of Local Service Providers and leaving capacity in country upon completion of this Pact REACH award (currently ending September 2012). Contractor should work with Pact staff to ensure feedback and accountability of provision of OD services and to re-review the OD strategy, applying the roadmap and indicators, on an annual basis.
- d. Design and facilitate a national capacity building and/or sustainability workshop/conference for civil society

**3. Strengthen skills in supportive supervision, meeting preparation and facilitation, networking and community mobilization in MGECW, NGO partners, and relevant leaders in coordination bodies (about 15% LOE).**

- a. Assist Pact and key stakeholders (e.g. MGE CW) design and implement tailored programs for building capacity in supportive supervision and community mobilization for the MGE CW and for local NGOs
- b. Assist Pact design and implement a capacity building program for improving meetings and enhancing facilitation skills targeting leaders, chairs, and organizers of coordination bodies, MGE CW staff, NGO staff, and other relevant stakeholders.
- c. Strengthen the Residential Child Care Facility Network (RCCF Network) including its secretariat.

Key Principles across the entire scope of work:

- a. Engagement of communities to complement government- (or private-) run services
- b. Developing local ownership of issues, solutions, and forums/committees
- c. Mobilizing communities and civil society
- d. Participatory approaches targeting appropriate stakeholders (e.g. communities, community leaders, persons living with HIV/AIDS (PLWHA), support group leaders, caregivers of orphans and vulnerable children, etc).
- e. Use of Appreciative Inquiry techniques
- f. Incorporating local capacity building to continue this work beyond the contract
- g. Integration of methodologies from Pact global materials, such as the OD Toolkit and the Network Strengthening Toolkit (currently under development) while also contributing successful interventions and methodologies into the Pact materials and tool kits from broader use beyond Namibia.
- h. Intensive LOE during the first year of the contract, with contractor having a diminishing role compared to the role of local leadership and capacity relative to the amount of work being accomplished.

#### **IV. Eligibility**

This Request for Proposals is open to registered non-government organizations (NGOs), foundations, private organizations affiliated with public academic institutions, professional organizations, non-profit organizations, and for-profit organizations. Any organization that submits a proposal must demonstrate its technical, programmatic and organizational capacity and experience to develop, conduct, monitor and follow-up on the processes described above.

Government or parastatal organizations are **not** eligible to apply under this solicitation.

## **V. Amount and Duration**

The expected duration of this contract is from immediate signing of contract (estimated mid-Feb 2010) until June 30, 2012. It is expected that the first year of the contract will be intensive, and that the subsequent time will be less. The Budget for the first year shall not exceed US\$400,000 and the budgets for the remaining fiscal years shall not exceed US\$250,000. All funding of the contract for the full duration is contingent on continued availability of donor funds for this activity.

## **VI. Deliverables**

The following are suggested deliverables and required due dates, in line with Pact's current annual workplan and targets. Pact has a right to adjust the final contract deliverables based on the selected offeror's approaches as described in the proposal. Pact also has a right to adjust the annual deliverables depending on availability of donor funds and/or technical direction provided by the donor.

### **General deliverables (across all scope areas):**

- a) **By February 28, 2010:** Submit an FY10 implementation plan including trips, trainings, and milestones for Pact approval, covering activities planned for the start of the contract through to September 30, 2010.
- b) **By 2 weeks following each trip:** a trip report summarizing trip, contacts, activities and results, observations, and next steps (format can be provided by Pact).
- c) **By July 15, 2010:** Submit an FY11 implementation plan including trips, trainings, and milestones for Pact approval, covering activities planned for the period October 2010 through to September 30, 2011.
- d) **By October 15, 2010:** Report on summary of progress to date on contract by the different scope areas.
- e) **By July 15, 2011:** Submit an FY12 implementation plan including trips, trainings, and milestones for Pact approval, covering activities planned for the period October 2011 through to the end of the contract.
- f) **By October 15, 2011:** Report on summary of progress on contract by the different scope areas covering October 1, 2010 to September 30, 2011.

- g) **By end of contract (June 30, 2012):** Report on summary of progress on contract by the different scope areas covering October 1, 2011 to end of contract.

**Deliverables for Strengthening the OVC forum system:**

**a) By March 31, 2010 (i.e. end Quarter 2 of FY10):**

1. Initial visit and assessment report to the first selected region targeting OVC forum strengthening

**b) By June 30, 2010:**

1. Initial visit and assessment report to the second and third selected regions targeting OVC forum strengthening
2. A working strategy document with stakeholder input describing how to support a functioning OVC forum system across all levels. The document will outline at least the following: 1) the definition of a functioning, sustainable OVC forum; 2) the appropriate functions/tasks of each level of OVC forum (Constituency, Regional, PTF), 3) appropriate target persons in the forum at each level; 4) relationship and linkages to other coordination bodies related to HIV/AIDS (e.g. RACCOCs), 5) summary of approaches (road map) to strengthening forum system and ensuring ownership and sustainability of forums; 6) identification of potential local partners and capacity for assisting in strengthening and/or running forums 7) measurable indicators to assess whether OVC forums and the overall system is functioning; and 8) measureable indicators and targets to track the strengthening of the forum system. *This working strategy document will be approved by Pact Namibia before continuation of activities for strengthening OVC forums under this contract.*

**c) By September 30, 2010:**

1. At least 1 regional forum and at least 1 constituency forum convened per each of the three regions, with summary reports available for each forum.
2. At least 1 intervention completed from the strategy document, supporting OVC forums in each of the three selected regions.
3. Separate presentation prepared for the October OVC PTF on strategy and progress, including indicators, and a revised working strategy document on the strengthening of the OVC forum system.

**d) By March 31, 2011:**

1. At least 2 quarterly Regional forums conducted in each of the three initial regions with summary reports available.
2. Initial assessment report to at least two additional new regions (regions to be negotiated with the MGECW) in which MGECW or local NGO or Pact staff lead

the assessment. The assessment report will have clear follow up actions and interventions identified.

**e) By Sept 30, 2011:**

1. At least 2 quarterly regional forums conducted in each of the five regions, with summary reports available.
2. An updated presentation prepared on the strategy and progress, including indicators, and a revised working strategy document on the strengthening of the OVC forum system.

**f) By June 30, 2012:**

1. Report of the scale up of the OVC forum system to additional regions.

**Deliverables for Improving Engagement of Communities in local HIV and health services:**

**a) By March 31, 2010 (i.e. end Quarter 2 of FY10):**

1. Initial visit and assessment report to two selected regions (Ohangwena and Caprivi) to review options for improving the engagement of communities in: 1) health service coverage and 2) provision of HIV and related health services
2. A working strategy document with stakeholder input describing how to improve the engagement of communities in local health service coverage and provision of HIV and related health services. The document will outline at least the following:
  - 1) a description of how communities can feasibly be engaged and linked with health facilities for the coverage and provision of HIV and related health services;
  - 2) the definition of sustainable engagement between communities and facilities;
  - 3) summary of approaches (road map) to strengthening community engagement in health services while ensuring ownership and sustainability of linkages;
  - 4) plan for application of approaches and activities in at least 1 facility in 2 separate regions (Ohangwena and Caprivi);
  - 5) identification of potential local partners and capacity for assisting in the strengthening activities
  - 6) measurable indicators to assess to what extent community-facility linkages engagement is functional and useful
  - 7) measureable indicators and targets to track the strengthening of the community engagement. *This working strategy document will be approved by Pact Namibia before continuation of activities for strengthening community-facility engagement under this contract.*

**b) By September 30, 2010:**

1. At least 2 interventions completed from the strategy document, supporting community-facility engagement in each of the two selected regions.
2. Separate presentation prepared on the strategy and progress, including indicators, and a revised working strategy document on the strengthening engagement of communities in local health services.

**c) By April 15, 2011:**

1. A report demonstrating (with indicators) how the two selected facilities have increased engagement of surrounding communities (catchment area) regarding service coverage and provision as a result of this contract.

**d) By Sept 30, 2011:**

1. At least 5 facilities with demonstrated increased engagement of communities in service coverage and provision as a result of this contract.
2. An updated presentation prepared on the strategy and progress, including indicators, and a revised working strategy document on the strengthening engagement of communities in local health services.

**e) By June 30, 2012:**

1. Report of the scale up of community-facility engagement to additional facilities.

**Deliverables for Strengthening Pact's OD program**

**a) By March 31, 2010:**

1. Design, with Pact Namibia input, the next phase of Pact's OD program spanning April 2010 – September 2012, including activities to strengthen Pact's OD service provision.
2. Prepare, with Pact Namibia staff, a separate presentation on the design of the next phase of Pact's OD program spanning April 2010 – September 2012.

**b) By June 30, 2010:**

1. Submit a document, with Pact input, describing a road map for organizational development for partner NGOs in the Pact program, based on the NGO's current level of development (baselines). The document should also include indicators and milestones as NGOs develop their organization.
2. Facilitate a national workshop on NGO capacity building, including addressing sustainability targeting primarily NGO capacity building providers and NGOs.

**c) By September 30, 2010:**

1. Complete at least one intervention to improve Pact's OD service provision
2. Review and update, with Pact Namibia staff, the presentation on the design of Pact's OD program, including activities for longer term sustainability.

**d) By September 30, 2011:**

1. Complete at least two interventions to improve Pact's OD service provision
2. Review and update, with Pact Namibia staff, the presentation on the design of Pact's OD program, including activities for longer term sustainability.

**Deliverables for Strengthen skills in supportive supervision, meeting preparation and facilitation, networking and community mobilization, including targeting RCCF network**

**a) By March 31, 2010:**

1. Review the RCCF award scope of work and provide written comments on the stated functions or activities of the secretariat and recommend approaches and activities to ensure successful functioning of the secretariat.

**b) By June 30, 2010:**

1. Design and facilitate a week long supportive supervision training for MGECW staff. The design should include close involvement with MGECW staff and integrate MGECW tools, such as monitoring tools. *Note: the MGECW will select the dates of this workshop.*
2. Conduct at least one day-long meeting with the RCCF Network to ensure functioning of the RCCF network secretariat and the RCCF Network.

**c) By September 30, 2010:**

1. Design and facilitate a meeting preparation and facilitation skills training curriculum targeting MGECW staff, leaders of coordination bodies, RCCF network, and others selected by Pact.
2. Conduct at least one day-long meeting with the RCCF Network to monitor functioning of the RCCF network secretariat and the RCCF Network.

**d) By March 31, 2011:**

1. Assist and guide Pact staff (or selected provider) to facilitate a supportive supervision training targeting NGO program managers.

**e) By June 30, 2011:**

1. Assist and guide Pact staff (or selected providers) facilitate at least one training (or program) on meeting preparation and facilitation skills targeting coordination bodies leaders (e.g. OVC forum leaders, health facility committee leaders, community health stakeholders, etc).

## **VII. Request for Proposals**

To submit a proposal, offerors must adhere to the requirements and keep the proposal to the structure that follows. All documents must be formatted on A4 or letter sized paper, single-spaced with a 12-point Garamond, Arial or Times New Roman font with one inch margins. Electronic submissions should be made either as a Word (.doc or .docx) file or as an Adobe (.pdf) file to better guarantee formatting and content across computer systems. The structure of the proposal must be as follows:

**1. Proposal cover page (1 page)**

Name of Offeror/Organization, Contact Person, address, phone, fax, email address and registration number (for organizations), identification number or work permit number (for individuals). The application cover page must be signed by a duly authorized officer of the offeror

**2. Proposed approach and activities in response to scope of work (not more than 8 pages, not including timeline)**

- a. *Technical Design Statement:* A design statement that demonstrates the offeror's understanding of the assignment, critical success factors, and applicant's overall approach and strategy to capacity building relevant to the scope of work.
- b. *Proposed activities and milestones:* Offerors should describe the proposed activities and milestones that accomplish the approach. Activities should be described in detail.
- c. *Sustainability:* Offerors should describe how activities will contribute to sustainable results, while also ensuring that upon completion of this contract, capacity and skills are left behind in country to continue supporting the work beyond the end of the contract.
- d. *Monitoring Plan:* Offerors should detail how they would monitor the effectiveness and impact of their activities related to the scope of work.
- e. *Proposed timeline:* Offerors should submit their estimation of the time expected for key activities and milestones in months.

**3. Personnel to be Involved -** Brief profile and CVs of key team members, including team lead, who will participate in a continuing basis in the program. CVs should be limited to three pages and should highlight experience relevant to their ability to deliver the targeted activities and experience working in Namibia. The team leader must have relevant experience, experience in Namibia, and must be available for at least 50% of the time for at least the first year.

**4. Relevant Organizational and Technical Experience (not more than 6 pages):**

- a. *Organizational mission and goals:* The statement should present a brief overview of the offeror's mission and goals and how they relate to the proposed project;
- b. *Organizational experience:* The offeror should describe relevant experience in relation to the proposed program, and its comparative advantage in carrying out this work, such as prior successes in similar endeavors.

c. *Relevant Technical Approaches and Experience:* Offerors should describe their approach and experience in the following areas along with their relevant experience. Offerors should detail the overall approach, strategies, and techniques applied in previous assignments for each area. If an offeror does not have experience in one or more areas, please list n/a.

1. Enhancing government and civil society coordination and cooperation
2. Network strengthening
3. Implementing organizational development with NGOs;
4. Facilitating and managing group processes;
5. Participatory planning and processes
6. Transfer of the following skills: supportive supervision, facilitation, leading effective meetings, leadership.

5. **Past Performance References** - All offerors must submit contact information for at least three (3) organizations for whom the offeror has implemented similar activities in the past three (3) years. The reference information should include the procuring/financing organization's name, location, current telephone or e-mail information, points of contact, award number if available, dollar value of activity, and brief description of work and dates performed.

6. **Budget and budget narrative:** Please provide a summary and detailed budget and budget narrative for the proposal. Summary budget should include the major cost categories. The summary should be stratified by the three scope areas (i.e. activity-based budget). Include all costs associated with contractor activities including but not limited to: international and local air travel, visa fees, medical evacuation insurance during travel, all accommodation and per diem, car rental (when traveling in regions), communications, materials development costs, small meeting expenses. Pact will directly provide (i.e. to be included as \$0 in budget): large meeting/workshop venue and participant expenses; materials reproduction; and local ground transport in Windhoek.

All proposed costs shall comply with applicable Cost Principles and USAID regulations and policy (see <http://www.whitehouse.gov/omb/circulars/a122/a122.html>). The final rates for individual consultants will be based on rates consistently paid from previous consultancies. Individuals will be required to fill in and sign a "Contractor Employee Biographical Data Sheet", a USAID form (AID 1420-17) which transparently reflects previous rates received for contracting. At its discretion, Pact Namibia may choose to directly pay for additional selected expenses.

The deadline for proposals will be the close of business (11:59pm EST time) on Monday **February 1, 2010**. It is not anticipated that late applications will be reviewed. However, Pact reserves the right to consider any application for review at its discretion.

Offerors must submit electronically; hard copies are not required. Proposals must be originals and signed. Applications must be submitted electronically to: [RFP@pactnamibia.org](mailto:RFP@pactnamibia.org). Please include the following in the subject line: "264-RFP-10-02 proposal submission". Emailed proposals from publicly used domain such as Google, Hotmail and Yahoo etc will be **not** accepted.

By submitting the proposal, offerors agree to comply with terms and conditions of this RFP.

## VIII. Evaluation Process and Criteria

Pact Namibia will conduct a compliance review of each proposal for basic responsiveness to the instructions in this Request for Proposals. Upon completion of the compliance review, all compliant applications will be subjected to a technical review according to the Evaluation Criteria described below.

### **Evaluation Criteria:**

- Design, technical approach and activities (30%)
- Experience of key personnel and team members (25%)
- Organizational experience and past performance (20%)
- Cost effectiveness (25%)

#### **Design, technical approach and activities (30%)**

- **Excellence of approach, activities, and feasibility to achieve sustainable results and capacity.** Reviewers will evaluate the extent to which proposed approaches and activities will achieve desired the objectives of this contract. The review committee will consider prior demonstrated capacity of applicant to implement interventions in any of the selected programmatic areas. For each objective, the review committee will consider the approaches used, the results obtained, and the sustainability of the results for the organization in each example. Do the candidate's proposed approaches to organizational development reflect a comprehensive understanding of the project's objectives and principles? Does the approach result in sustainable results? Do approaches build in capacity building to leave skills in country upon completion of the contract? Does the monitoring plan demonstrate understanding of the objectives and results through a clear, logical, reasonable indicators and milestones that measure ownership and results?

#### **Experience of key personnel and team members (25%)**

- **Personnel:** What experience do the key personnel/team lead have in working in Namibia? Does the team lead have at least 50% time allocated to the first year of the

project (required)? Do the proposed individual(s) have a demonstrated history of providing OD support to organizations, networking, and enhancing existing structures? Do the CVs of the proposed personnel focus predominantly on OD and/or networking issues? Do the proposed personnel provide OD, facilitation, and/or team building services routinely as a service? Have the proposed personnel been requested to provide repeat business by clients for services they would provide under this program? Do the personnel demonstrate previous relevant technical experience and use of appropriate approaches, strategies, and techniques for each of the six areas?

### Organizational experience and past performance (20%)

- **Organizational capacity:** Are the organization’s mission and goals related to the proposed project? What is the comparative advantage of the organization for this work? What experience does the partner have in working with OD, networking, linkages (e.g. enhancing functioning of coordination bodies)?
- **Past Performance:** The review committee will consider the following: prior demonstrated capacity by the offeror to manage (technically, administratively, and financially) a project of similar type and complexity and to deliver the required results. In addition, the review committee will also consider the prior demonstrated experience of the offeror in activity implementation, developing, tracking, and analyzing performance. The review committee may contact references to assess past performance. Does the offeror have efficient and effective programmatic and financial management systems/policies and controls to ensure proper implementation, oversight, review, and ability to adjust in response to new information?

### Cost effectiveness (25%)

- **Cost proposal:** The total budget will be evaluated for reasonableness, cost-effectiveness, and appropriateness as it relates to the proposed program activities and results.

## IX. TIMELINES OF RFP

	<u>Target Date</u>
1. RFP Release	08 Jan 2010
2. Questions Due	18 Jan 2010
3. RFP Closing Date	1 Feb 2010
4. Contractor Selection/Notification	8 Feb 2010
5. Contract Award	15 Feb 2010
6. Start Date	16 Feb 2010

## **X. INQUIRIES:**

Offerors who have any questions regarding the RFP are required to put their questions in writing and submit them to [RFP@pactnamibia.org](mailto:RFP@pactnamibia.org). No question will be taken nor answered over the phone or in person. Questions must be put into writing. Answers to questions will be sent back to the same email/mail address which posted the question, and will be posted on the Pact Namibia webpage [www.pactworld.org/cs/namibia/rfas](http://www.pactworld.org/cs/namibia/rfas) to ensure all offerors have access to the same information.

## *Annex 1: Conditions of RFP*

### **Pre-award Conditions**

1. Pact will not be liable for any costs incurred by respondents in the preparation and production of a proposal or the costs of any services performed prior to receiving a contract from Pact. All proposals and materials submitted in conjunction with the proposals shall become the property of Pact for use as deemed appropriate, respecting all copyrights.
2. Pact reserves the right to modify the requirements of this RFP after its release. Any modifications to the requirements of this RFP will be publicly posted in Pact Namibia website. If any modifications make compliance with the procurement timetable impractical, Pact will adjust the timetable accordingly.
3. Pact reserves the right to award to multiple contractors.
4. By submitting a proposal, the offeror agrees that s/he will not make any claims for or have any right to damages because of any misinterpretation or misunderstanding of the specifications or because of any misinformation or lack of information.
5. The successful offeror will be notified by the Senior Grants and Contract Officer, by emails. A contract will then be negotiated with the successful offeror. The contract will, among other provisions, incorporate at least this RFP and the successful offeror's proposal.
6. Pact anticipates to award a cost reimbursable contract.
7. Pact reserves the following prerogatives:
  - To accept or reject any or all proposals in part or entirety.
  - To correct any arithmetic errors in the proposals.
  - To waive or modify irregularities in proposals received after notification to the offeror.
  - To change any dates specified for the review and selection process.
  - To negotiate a payment schedule as part of the award of the contract.
  - To request additional information or written clarification of offeror response.
  - To request the selected offeror to work with a specific subcontractor in a given location where Pact has established relations of confidence with the subcontractor.
  - To request the selected offeror not to work with a specific subcontractor where Pact is concerned about the ability of the subcontractor to perform.

### **Post-award Conditions**

1. Failure of the contractor to begin work within fifteen (15) days of the start date will be grounds for termination of the contract.
2. Contractors may be requested to provide evidence that the award of the contract will not result in a conflict of interest with regard either to other work performed by the Contractor or to potential conflict of interest among specific contractor staff.
3. Pact reserves the right to approve or reject all contractor staff assigned to this project.
4. The contract, if awarded, shall be governed and construed in accordance with the laws of the District of Columbia, including but are not limited to the items identified in the Standard Contract Clauses which are contained in Annex 4.

*Annex 2 – Standard Contract Clause to be included in the contract.*

1. PERFORMANCE AND DELIVERY

The Contractor shall commence performance of this contract on the effective date and shall make final delivery of completed tasks and work products no later than the completion/delivery date indicated on the cover page of this contract, unless this contract is cancelled earlier or extended by written modification executed by the Parties. Any specific delivery schedule(s) for services and/or work products ordered hereunder will be specified in Attachment 1. Whenever the Contractor knows, or reasonably should know, that any actual or potential condition is delaying, or threatens to delay, the timely performance of work under this contract, the Contractor shall, within five (5) calendar days, provide Pact written notice thereof, including all relevant information with respect thereto.

2. CONTRACT PRICE

The Contractor shall provide the services and work products specified in Attachment 1 of the contract up to ceiling or fixed price indicated on the cover page of this contract. Price(s) set forth in this contract, including modifications, shall be the only amount payable to the Contractor by Pact upon satisfactory fulfillment of requirements this contract.

3. STATEMENT OF WORK

The Contractor shall provide the services and deliver the work products specified in *Attachment 1*. The Contractor shall perform the work required hereunder according to the highest professional standards, utilizing qualified personnel, good and sufficient materials and equipment to meet the descriptions, specifications and standards required by Pact. The Contractor may receive, and shall abide by, technical directions from Pact's Project Manager. The Contractor shall be responsible for providing or arranging for all administrative and logistic support.

4. KEY PERSONNEL

If identified in this contract, the Contractor shall make available the key personnel designated as such to perform the work under this contract. Prior to diverting such key personnel, the Contractor shall notify the Pact Project Manager, reasonably in advance, and shall submit justification and explanation (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the contract (including cost implications, if any). No diversion or replacement of key personnel shall be made by the Contractor without Pact's prior written consent.

PACT reserves the right to order the removal of any Contractor personnel performing under this contract for nonperformance and/or misconduct. Contractor shall comply with any such order by Pact to remove and suspend the services of any Contractor personnel under this contract. In the event of nonperformance, replacement costs (i.e., travel and transportation, etc.) shall be the responsibility of the Contractor.

The Contractor shall meet and abide by all approval (including international travel) and security requirements for its personnel performing under this contract that may be required by Pact and/or the Pact client that provides funding for this contract.

## 5. INVOICING AND PAYMENT

For fixed price contracts, the Contractor should submit its invoice to Pact according to the negotiated payment schedule included in *Attachment 1*. For time and material contracts, the Contractor should submit invoices monthly unless otherwise stated in *Attachment 1*. The Contractor certifies that each invoice presented for payment shall be solely for services performed and work products delivered and no part or portion of any invoice represents or is attributable to any payment, gift, gratuity or other thing of value given to any person, organization, entity or governmental body (except for those payments required by law). Pact agrees to pay the Contractor for its invoices submitted within 30 days of receipt of a proper invoice provided that the requirements of this contract are being met by the Contractor, including the submission of work products according to the schedule specified in the Statement of Work. Reimbursement for travel and per diem expenses shall be in accordance with the Federal Travel Regulations if this contract is funded through a prime award from the U.S. Government. Otherwise, reimbursement shall be as negotiated and provided in the approved budget.

A proper invoice must include:

1. The Contractor's name and complete address;
2. Date of invoice;
3. The contract number;
4. The period/services/deliverables covered by the invoice; and
5. For time-and-material/cost-reimbursable contracts: an itemized breakdown of costs, both cumulative and for the billing period, showing the type of cost, number of units, unit cost, and total cost for each item billed for the period.
6. For fixed-price contracts: the fixed amount billed for the stated deliverable.

Invoices shall be submitted in an original and two (2) copies.

Payments shall be made to the Contractor by electronic bank transfer to the bank account provided by the Contractor on the invoice unless another mechanism is requested by the Contractor.

In addition to any other available remedies, if, in the opinion of Pact, the Contractor fails to perform in accordance with the terms of the contract, the Pact Project Manager may refuse or limit approval of any invoices for payment, and may cause payments to the Contractor to be reduced or withheld until such time as Pact determines that the Contractor has met the performance terms as established by the contract.

## 6. TAXES

Pact, Inc. is a tax-exempt organization under Section 501(c)3 of the U.S. Internal Revenue Code and in the District of Columbia. The Contractor shall recognize Pact, Inc.'s tax-exempt status where provided. For other jurisdictions, the Contractor's invoices shall state applicable taxes owed by Pact, if any, by tax jurisdiction and with a proper breakdown between taxable and non-taxable items. The Contractor shall remit such tax payments to the appropriate jurisdiction. The Contractor will indemnify Pact from any claims by any jurisdiction relating to taxes paid by Pact to the Contractor; and for any penalties, fines, additions to tax or interest thereon imposed as a result of the Contractor's failure to remit the taxes in a timely manner to the appropriate taxing jurisdiction or for the Contractor's failure to invoice Pact for the correct amount of taxes.

## 7. INSPECTION OF WORK AND RECORDS

Pact and its client funding the work out of this contract have the right to monitor, inspect and evaluate the work performed or being performed under this contract, including the premises where the work is being performed at all reasonable times and in a manner that will not unduly delay the work. If either Pact or the client performs inspection or evaluation on the premises of the Contractor or its lower-tier subcontractors, the Contractor shall furnish and requires its subcontractors to furnish all reasonable facilities and assistance for the safe and convenient conduct of these duties. The Contractor shall maintain books, records, documents, program and individual service records and other evidence of its accounting and billing procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature incurred in the performance of this contract. The Contractor agrees that these records shall be subject at all reasonable times to monitoring, inspection, review or audit by authorized agents of Pact. Unless otherwise specified, the Contractor shall retain all such records concerning this contract for a period of three (3) years after the completion of the contract. If any litigation, claim or audit is started before the expiration date of this three-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

## 8. REQUIRED INSURANCE

The Contractor shall be responsible for obtaining and maintaining all insurance including workers' compensation, employer's liability, medical evacuation, general liability and automobile liability. The limits of coverage under each insurance policy maintained by Contractor shall not be interpreted as limiting the Contractor's liability and obligations under this contract. Upon request by Pact, the Contractor shall furnish Pact with a certificate of insurance depicting the insurance requirements set forth in this section.

## 9. RESTRICTED COUNTRIES

The Contractor is prohibited from obtaining goods or services to fulfill any of the requirements of this contract from the following countries: Libya, Cuba, Laos, Iran, North Korea, and Syria.

## 10. CHANGES AND MODIFICATIONS

When changes ordered by Pact cause an increase or decrease to the cost or time required to perform the work ordered, the Parties shall negotiate an equitable adjustment in price to account for the increase or decrease. All changes ordered by Pact must be by written modification to this contract and duly executed by authorized officers of Pact and the Contractor.

## 11. COMPLETE AGREEMENT

This contract expresses the entire agreement and understanding of the parties with respect to the subject matter hereof, supersedes prior oral and written agreements between the parties, and may only be modified by an instrument in writing executed by both the Contractor and Pact.

**XI.**

## **XII. 12. INDEPENDENT CONTRACTOR STATUS**

This contract does not bind nor purport to bind the donor or sponsor agency providing funds to Pact. The execution of this contract and performance of the work contracted hereunder shall not (a) create the relationship of principal and agent, employer and employee, joint venture, or partnership between Pact and the Contractor; and (b) establish any privity of contract between the Contractor and Pact's client that provides funding for this contract.

## 13. INDEMNIFICATION

13.1 The Contractor is solely and exclusively liable to third parties for all costs incurred by the Contractor, all claims of damages against the Contractor arising out of, or based on its performance of this contract. The Contractor shall indemnify and hold harmless Pact and Pact's clients, including their respective officers, agents and employees, against all liability or loss, demands, suits, damages and claims or actions, fines or judgments (including costs, attorney's and witnesses' fees and expenses incident thereto) based upon or arising out of property loss or damage and of personal injury or death which may be sustained by the Contractor or by any of its employees, agents, consultants, or subcontractors as a result of performing the work required under this contract, excepting only liability arising from affirmative acts, done with intent to cause loss, damage or injury, by Pact or Pact's client(s) or the officers, agents or employees of either.

13.2 Patent Indemnity. The Contractor shall indemnify Pact and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract.

## 14. ASSIGNMENT

This contract or any interest herein nor claim hereunder shall not be assigned, transferred, or subcontracted by the Contractor except as expressly agreed upon in writing by Pact.

## 15. CONFIDENTIAL INFORMATION

15.1 The Contractor may become privy to confidential information either provided to the Contractor by Pact or discovered by the Contractor without the knowledge of Pact. The Contractor agrees to treat such information as confidential and to use such information only for the purposes of carrying out the work under this contract. The Contractor further agrees that such information will not be disclosed to any third party without the prior written consent of Pact and return to Pact all original and copies of such information upon completion of this agreement or whenever requested by Pact, whichever occurs first.

15.2 No news release, public announcement, denial or confirmation of any part of the subject matter of this agreement shall be made without the prior written consent of Pact. The restrictions of this article shall continue in effect upon completion or termination of this contract for such period of time as may be mutually agreed upon in writing by the parties. In the absence of a written established period, no disclosure is authorized.

## 16. OWNERSHIP OF DATA AND WORK PRODUCTS

The Contractor agrees that all project data first produced under this contract are owned by Pact, Inc. All Work or Work Products delivered by the Contractor under this contract shall be deemed a "work made for hire" and all rights and ownership therein shall immediately vest in Pact, Inc. All copyright and intellectual property rights herein shall vest in Pact, Inc.

## 17. WARRANTIES

The Contractor warrants that:

17.1 The Contractor and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded for the award of contracts by any U.S. federal agency.

17.2 It is not aware of relevant facts or circumstances which might indicate the existence of or give rise to actual or potential organizational conflicts of interest. Organizational conflict of interest means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.

17.3 It has all the rights necessary to perform the services and deliver the work products ordered and shall perform its responsibilities under this contract in a professional and highly skilled manner and to standards not less than those generally accepted in the Contractor's industry.

17.4 The items delivered hereunder are merchantable and fit for use for the particular purpose specified in this contract.

## 18. STOP-WORK ORDER

Pact, may at any time, by written order to the Contractor require the Contractor to stop all, or any part, of the work called for by this contract for a specified period after the order is delivered to the Contractor, and for any further period to which the parties may agree. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

## 19. EXCUSABLE DELAYS

The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts

of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify Pact in writing as soon as it is reasonably possible after the commencement of any excusable delay.

## 20. TERMINATION

20.1 For Convenience. Pact may terminate performance of work under this contract, in whole or in part, for its convenience upon thirty (30) days notice to the Contractor without obligation or liability of any nature except to make payments to the Contractor for services rendered up to the effective date of termination. Upon such notice, the Contractor shall use its best efforts to conclude its work and minimize costs up to the effective termination date of the contract.

20.2 For Default. If either party defaults in its obligations under this contract fails to cure the default within ten (10) days after receiving written notice specifying the default, the party not in default shall be entitled to immediately terminate the contract upon written notice to the other party. Pact shall not be liable to the Contractor for any amount for goods and/or services not accepted by Pact. The election to terminate shall not be construed to be an election of remedies or a waiver thereof, and the party not in default shall be entitled to each and every other remedy available at law and/or in equity.

20.3 Bankruptcy. If the Contractor shall be declared insolvent or bankrupt, or if any assignment of its property shall be made for the benefit of creditors or otherwise, or if its interest herein shall be levied upon under execution or seized by virtue of any writ of any court, or if a petition is filed in any court to declare the Contractor bankrupt and not dismissed within sixty (60) days, or if a trustee in bankruptcy, receiver or receiver-manager or similar officer is appointed for the Contractor or for any of the Contractor's assets, then Pact may, at its option, terminate, without charge, this contract or a portion thereof and shall thereupon be free from all liability under this contract. The ability of Pact to terminate in such instances shall be subject to the applicable bankruptcy and insolvency statutes.

## 21. COMPLIANCE WITH LAWS AND REGULATIONS

21.1 The Contractor shall comply with all laws and regulations of Federal, State, or local governments, as well as all U.S. statutes, regulations, and administrative requirements regarding relationships with non-U.S. governmental and quasi-governmental entities including but not limited to the export control regulations of the Department of State and the International Traffic in Arms Regulations (ITAR), the Department of Commerce and the Export Administration Act (EAA), the anti-boycott and embargo regulations and guidelines issued under the EAA, and the regulations of the U.S. Department of the Treasury, Office of Foreign Assets Control. Contractor shall give all notices and obtain all permits and licenses required under such laws.

21.2 The Contractor acknowledges and understands that it must comply fully with the anti-bribery provisions of the U.S. Foreign Corrupt Practices Act, as amended ("FCPA"). Specifically, the Contractor understands and agrees that it shall be unlawful for the Contractor and/or any officer, director, employee or agent of the Contractor to make any kind of offer, payment, promise to pay, or authorization of the payment of any money, or offer, gift, promise to give, or authorization of the giving of anything of value to either:

- A. any foreign official (or foreign political party) for purposes of either influencing any act or decision of such foreign official in his official capacity, or inducing such foreign official to do or omit to do any act in violation of the lawful duty of such official, or securing any improper advantage, or inducing such foreign official to use his influence with a foreign government, or instrumentality thereof, to affect or influence any act or decision of such government or instrumentality in order to assist such person in obtaining or retaining business for or with, or directing business to any person; or
- B. to any person, while knowing that all or a portion of such money or thing of value will be offered, given, or promised, directly or indirectly, to any foreign official (or foreign political party), or to any candidate for foreign political office, for any of the prohibited purposes described above.
- C. Further, the Contractor acknowledges that "foreign official" means any officer or employee of a foreign government or any department, agency or instrumentality thereof, or of a public international organization, or any person acting in an official capacity for or on behalf of any such government or department, agency, or instrumentality, or for or on behalf of any such public international organization.

21.3 Contractor shall take affirmative action in compliance with all Federal and State requirements concerning fair employment and employment of the handicapped, and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin, or physical handicap.

21.4 Contractor agrees to comply with all U.S. export control laws and regulations, including but not limited to, the requirements of the Arms Export Control Act, 22 U.S.C. 2751-2794, including the International Traffic in Arms Regulation (ITAR), 22 CFR 120 et seq.; and the Export Administration Act, 50 U.S.C. app. 2401-2420, including the Export Administration Regulations, 15 CFR 730-774; including the requirement for obtaining any export license or agreement, if applicable. The Contractor agrees to notify Pact if any deliverable under this contract is restricted by export control laws or regulations. The Contractor shall immediately notify Pact if the Contractor is, or becomes listed in any Denied Parties List or if the Contractor's export privileges are otherwise denied, suspended, or revoked in whole or in part by any U.S. Government entity or agency.

21.5 The Contractor shall be responsible for all losses, costs, claims, causes of action, damages, liabilities and expense, including attorney's fees, all expense of litigation and/or settlement, and court costs, arising from any act or omission of Contractor, its officers, employees, agents, or subcontracts at any tier, in the performance of any of its obligations under this section. Contractor shall include the terms of this section in all subcontracts issued when technical data is provided to such subcontracts.

## 22. DISPUTES

In case of a dispute arising from this agreement, the parties shall use their best efforts to arrive at a mutually acceptable resolution. Any dispute that is not settled through best efforts shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Arbitration shall take place in Washington, D.C. The language of arbitration shall be English. Arbitrator(s) shall be appointed as provided in the American Arbitration Association Commercial Arbitration Rules. The arbitrator(s) may not

award punitive or special damages. The parties in dispute shall each pay its own expenses in conjunction with the arbitration, but the compensation and expenses of the arbitrator(s) shall be borne in such manner as may be specified in the decision of the arbitrator(s). No news release, public announcement, denial or confirmation of any part of the subject matter of this agreement shall be made without the prior written consent of Pact. The restrictions of this article shall continue in effect upon completion or termination of this Agreement for such period of time as may be mutually agreed upon in writing by the parties. In the absence of a written established period, no disclosure is authorized. The Contractor shall proceed diligently with its performance of this contract pending the final resolution of any dispute arising or relating to this contract. Pact shall continue to reimburse the Contractor for its allowable costs in accordance with the payment provisions of this contract except for those costs related to the dispute.

### 23. APPLICABLE LAW

This contract shall be governed by and construed under the laws of the District of Columbia, not including the 1980 United Nations Convention on Contracts for the International Sale of Goods.

### 24. FLOW-DOWN PROVISIONS

If this contract will be paid with USAID funds, Pact's prime award from USAID requires the flow-down of select provisions to the Contractor. To determine applicability, directive statements of applicability are contained in the parenthetical statement preceding the standard provision. When a standard provision is applicable in accordance with the applicability statement, the use of such standard provision is mandatory unless a deviation has been approved in accordance with ADS Chapter 303.5.3. These provisions can be downloaded from <http://www.usaid.gov/policy/ads/300/303.pdf>

Where the U.S. Government or USAID is mentioned in the standard provisions, "Pact, Inc." shall be substituted and the provision shall be read and interpreted to assign to Pact the authorities and functions of USAID unless these are reserved and cannot be delegated to Pact.

### 25. VALIDITY OF TERMS

If any term herein is determined to be unenforceable, such a determination shall not affect the validity of the remaining provisions provided that such unenforceability does not materially affect the parties' rights under this contract. The failure of a party to enforce any provision herein, it shall not constitute a waiver of such provision or the right of such party to enforce such provision and every other provision.

### 26. ORDER OF PRECEDENCE

In the event of an inconsistency between provisions of this contract, the inconsistency shall be resolved by giving precedence in the following order: (a) the terms and conditions of this contract and (b) the Statement of Work.

-End-