



## Request for Proposal (RFP)

Issued on: December 5, 2017  
 Solicitation Number: 18001 -2017-01  
 For: Pathfinder International  
 Quotes Deadline: December 27, 2017

### Background

Pathfinder is driven by the conviction that all people, regardless of where they live, have the right to decide whether and when to have children, to exist free from fear and stigma, and to lead the lives they choose.

Since 1957, we have partnered with local governments, communities, and health systems to remove barriers to critical sexual and reproductive health services. Together, we expand access to contraception, promote healthy pregnancies, save women’s lives, and stop the spread of new HIV infections, wherever the need is most urgent.

Our work ensures millions of women, men, and young people are able to choose their own paths forward.

### Scope of Work

As part of the organizational transformation process, a project team (hereinafter referred to as Tiger Team 7) was created and tasked with developing a framework for Sexual and Reproductive Health and Rights (SRHR) Technical Trainings for all Pathfinders. SRHR Technical Trainings will allow Pathfinders at all levels and across departments to deepen their knowledge of SRHR and improve every Pathfinder’s understanding of our core programming.

Tiger Team 7 has compiled a set of recommendations for SRHR training development, mentorship, resource requirements, and process ownership and implementation recommendations. To develop these recommendations Tiger Team 7 completed a multi-stage research process, which included consultations with both internal and external subject matter experts (SMEs) as well as a desk review of relevant literature, bringing together pertinent information on technical training and development opportunities. All data was synthesized and incorporated into Tiger Team 7’s final deliverable.

Technical Areas for SRHR Training based on Pathfinder Technical Strategies & Landscape	
Contraception	HIV and AIDS
Maternal and Newborn Health	Health System Strengthening
Abortion	Cervical Cancer Prevention
Adolescents and Youth SRH	Population Health and Environment
Behavior Change	Digital Health and Geographic Information Systems
Capacity Building	Advocacy
Community Engagement	Gender
SRHR Landscape	Rights-based Approach

Through extensive consultations with internal SMEs, Tiger Team 7 has developed a SRHR Training Framework for 16 key technical areas. Each technical area is broken down into three training levels, basic, intermediate and advanced, to ensure training needs are met for all Pathfinders. Training goals and learning objectives were developed at all three levels of SRHR trainings for

each technical area, in addition to the medium, duration, and format of trainings.

The basic training is recommended as an 8-hour eLearning session that covers high level information for each of the 16 identified technical areas. Once completed it is recommended that the 8-hour training be included as part of onboarding for new staff as an overview of Pathfinders important programmatic areas. Tiger Team 7 recommends that intermediate and advanced level trainings are developed for each technical area, and that the format of each of these trainings be dependent on the needs of each technical area.

**Basic Training:** Trainings will be 30 minutes each. The overall goal for the learner is to achieve basic understanding of Pathfinder technical strategies, and familiarity with Pathfinder interventions according to technical area. The content will be curate content pulling from existing trainings (e.g., Global Health ELearning and some Pathfinder custom content.

**Intermediate and Advanced Level Trainings:** Blended Learning- 1 hour eLearning modules to supplement in person trainings.

The detailed descriptions of the training modules will be shared with all supplier(s) once they complete a Confidentiality and Non-Disclosure Agreement.

### **Quotes Deadline**

All written responses to this RFQ must be received by Pathfinder no later than 5:00 PM on **December 27th, 2017**.

Please email the quote and other information directly to Priti Patel, Procurement Manager: **ppatel@pathfinder.org**

### **Inquiries**

If you have any questions/inquiries, please e-mail Priti Patel no later than close of business **Tuesday December 19, 2017**. As a part of this RFP process, Pathfinder reserves the right to hold a bidders conference in addition to the question and answer period.

### **Payment Terms**

We anticipate entering into a fixed price contract with the selected supplier(s). Payments will be made according to milestones.

### **Proposal Guidelines and Instructions**

A two-stage process will be used, with sealed bids. Potential suppliers will be required to submit proposals in two envelopes, one containing the technical proposal and the other containing the cost proposal. All proposals must be signed and valid for a minimum of sixty (60) days.

In addition, the cover page must include the following information:

- Business name, address, telephone and email
- Federal and State Identification Number
- Contact Information
- Type of business
- Name and title of individuals authorized to commit company

- Signature of authorized individual

### Evaluation Criteria

A two-stage evaluation process will be used. Suppliers who do not pass stage 1 Technical Evaluation, will have their cost proposals returned unopened. Suppliers must achieve a minimum of 70 points to pass stage 1.

The technical proposal is weighted at 70% and the cost proposal is weighted at 30%.

The technical evaluation will consist of the following:

Criterion	Weight (%)
Bid Submission a. Was the bid submitted on time? b. Is the bid in 2 separate sealed envelopes? c. Is the bid signed? d. Is the potential bidder eligible? Did they clear the CSI check?	Pass/Fail
Methodology and Work Plan a. Methodology b. Work Plan	50
Management and Technical Skills a. Management Team b. Technical Skills	30
Past Performance and Relevant Experience a. References b. Previous projects for similar organizations	20
Total Weight	100

The evaluator will tally all the individual scores for each section and calculate the average score. The total average scores, will be added to obtain the total points achieved by the individual supplier. If the total number points meets or exceeds the threshold established in the evaluation methodology, the suppliers cost proposal will be eligible for consideration.

All suppliers that qualify for cost evaluation will be asked to come in and present their proposed training modules. The presentation times will be scheduled post stage 1 evaluation and will be made to key stakeholders at Pathfinder. The presentation should demonstrate expertise in the topical areas and the design and development of the proposed trainings.

The score for the cost proposal will be calculated in the following manner:

Cost proposal score =  $100 \times \text{Lowest cost} / \text{cost of the proposal under consideration}$ . The lowest cost proposal will receive the full 100 points.

The total score will be calculated as follows:

Total Score= Technical proposal score of the proposal under consideration multiplied by 0.7 plus (+) Cost proposal score of the proposal under consideration multiplied by 0.3.

### **Terms**

Pathfinder reserves the right to cancel this solicitation at any point and is under no obligation to issue a subcontract as a result of this solicitation.

Pathfinder will not reimburse any expenses related to the preparation of any proposal related materials or delivery.

### **Confidentiality**

As a part of the RFP process, Pathfinder International may be providing confidential information. Consequently, suppliers must complete a Confidentiality/ Non-Disclosure Agreement. See Annex B

### **Agreement**

Any resulting contract will be subject to the terms and conditions contained in the annex. See Annex A

Thank you,

*Priti Patel*

Priti Patel  
Procurement Manager  
Pathfinder International

## Annex A

### INDEPENDENT CONTRACTOR AGREEMENT (ICA) TERMS AND CONDITIONS

**RELATIONSHIP:** It is understood and agreed that the Contractor is furnishing services to Pathfinder International as an Independent Contractor, and nothing contained in the Agreement between Pathfinder and the 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 Agreement. Neither party shall disclose such information without prior written consent of the other, unless compelled to do so by law. All confidential information disclosed or otherwise made known to the Contractor as a result of the services remains the sole property of Pathfinder.

**INTELLECTUAL PROPERTY:** The title to all Intellectual Property rights in or in relation to material created during the course of the services, including but not limited to designs, works of authorship, analyses, reports, improvements or processes, vests in Pathfinder upon its creation. These rights include title and interest in patent, copyright, trademark and other proprietary rights. At its sole discretion, Pathfinder may grant to the Independent Contractor, a limited, royalty-free license to use material developed under this Agreement. In addition, nothing in this Agreement shall supersede the rights of donors supporting Pathfinder's work.

**NON-COMPETE:** While this Agreement is in effect, the Independent Contractor shall not perform similar services with any party directly or indirectly in competition with Pathfinder without giving prior notice to and obtaining written consent from Pathfinder.

**ASSIGNMENT:** The Independent Contractor may not assign its rights or responsibilities under this Agreement without the prior written consent of Pathfinder.

**INDEMNIFICATION:** Independent Contractor will indemnify and hold Pathfinder, its employees, and its customers harmless from all penalties, damages and expenses, including attorneys' fees, incurred by Pathfinder and/or its customers (whether or not the agreement is canceled) caused by or arising out of Independent Contractor's breach of any term of this Agreement including, without limitation, the timely performance thereof.

**TERMINATION FOR CONVENIENCE:** Pathfinder International reserves the right to terminate this Agreement or any part hereof for its sole convenience. In the event of such termination, the Independent Contractor shall immediately stop all work hereunder. Subject to the terms of this Agreement, the Independent Contractor shall be paid for services rendered up to the time of termination.

**TERMINATION FOR CAUSE:** Pathfinder International may terminate the Agreement or any part thereof, for cause in the event of any default by the Independent Contractor, or if the Independent Contractor fails to comply with any term or condition of the Agreement, or fails to provide Pathfinder upon request with adequate assurance of future performance, or in the event of termination of funding or the prime award for convenience. In the event of termination for cause, Pathfinder shall not be liable to the Independent Contractor for any amount for services not accepted, and Independent Contractor shall be liable to Pathfinder for any and all rights and remedies provided under the Agreement or by law. If it is determined that Pathfinder improperly

terminated the Agreement for default, such termination shall be deemed a termination for convenience.

**WAIVER:** Failure of Pathfinder to enforce at any time or for any period of time any of the provisions of this Agreement will not constitute a waiver of such provisions or of the right of Pathfinder to enforce each and every provision.

**INSPECTION/ACCEPTANCE:** Prior to acceptance, all Deliverables will be subject to review and approval by Pathfinder. Pathfinder's Assignment Manager will promptly inform the Independent Contractor whether deliverables, reports or other outputs are accepted. Pathfinder may require additional work or changes in the deliverables prior to acceptance.

**INVOICE REQUIREMENTS:** Independent Contractor shall submit an invoice for work performed immediately upon completion, and in no case later than 60 calendar days after the end date of this Agreement. Each invoice shall include: (a) the Independent Contractor's name and address, dates and number of days of performance and amount of payment requested as fees for service; and (b) a description of the deliverables or services for which payment or reimbursement is sought. Upon acceptance of the deliverables or services and submission and acceptance of the Independent Contractor's expense report, if any, Pathfinder will make payment within 30 days of receipt of the invoice.

For assignments of greater than 90 days' duration, the Independent Contractor may submit interim invoices on a schedule to be agreed upon with the Assignment Manager for this assignment.

**BILLING POLICIES:** a) Payment shall be on a daily fee basis. Pathfinder will not pay for more than one eight hour day in any 24 hour period.

b) Independent Contractor may bill for not more than one day during travel status in each direction to or from assignment.

**EXPENSE REPORT:** The Independent Contractor shall be reimbursed for properly documented travel and other expenses incurred in direct support of services performed under this agreement. Travel and other expenses must comply with Pathfinder's travel policies and procedures for reimbursement, including submission of the Travel Expense Voucher (TEV) forms provided by Pathfinder. Expense reports submitted later than 15 calendar days after the end date of this Agreement will not be paid.

**MODIFICATIONS:** The scope of work and other terms and conditions contained in this Agreement shall not be added to, modified, superseded or otherwise changed except by written modification.

**DISPUTES:** Any dispute or disagreement which cannot be resolved by Pathfinder and the Contractor after good faith efforts, and any controversy, claim or dispute otherwise arising out of or in connection with this Agreement or breach thereof will be subject to arbitration in accordance with the rules of the American Arbitration Association. This Agreement is governed by and construed under the laws of the Commonwealth of Massachusetts, U.S.A.

**ENTIRE AGREEMENT:** This Agreement supersedes all prior oral or written agreements, if any, between the parties concerning the work under this Agreement and constitutes the entire agreement between the parties with respect to the work to be performed under this Agreement.

## Annex B

### NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement, dated as of \_\_\_\_\_ (this “**Agreement**”), is made by and between Pathfinder International, a non-profit organization (“**Pathfinder**”), and \_\_\_\_\_, a \_\_\_\_\_ (“**Counterparty**”).

In order to pursue a potential business transaction between them, the parties recognize that there is a need for Pathfinder to disclose certain confidential information to Counterparty and to provide for an agreement to protect such confidential information. Therefore, Pathfinder and Counterparty agree as follows:

1. Confidential Information. This Agreement shall apply to all confidential and proprietary information disclosed by Pathfinder to Counterparty orally or in writing, including information disclosed prior to the date hereof, with respect to Pathfinder’s businesses, operations and proprietary technologies (“**Confidential Information**”); provided, however, that for purposes of this Agreement Confidential Information shall not be deemed to include information which at the time of disclosure or thereafter (a) is generally available to the public (other than as a result of a disclosure by Counterparty), (b) is available to Counterparty on a nonconfidential basis from a source other than Pathfinder (as evidenced by its previously existing written records), provided such source is not and was not bound by a confidentiality agreement with Pathfinder or otherwise prohibited from transmitting such information to Counterparty by a contractual, legal or fiduciary obligation, (c) has been independently developed by Counterparty, as evidenced by its written records, or (d) which at the time of disclosure, and with respect to such disclosure only, is required to be disclosed pursuant to a requirement of law.

2. Nondisclosure. Counterparty agrees to hold Pathfinder’s Confidential Information in strict confidence, to use it only for the purpose of pursuing a potential business transaction between them, and to use its best efforts to protect such Confidential Information. Counterparty shall not disclose Pathfinder’s Confidential Information to any third party; provided, however, that Counterparty may disclose such Confidential Information to its employees whose evaluation or knowledge of the information is reasonably required with respect to the potential business transaction between Pathfinder and Counterparty provided that, prior to disclosing Confidential Information or any information described in Section 3 below to an employee, Counterparty shall inform such employee of the requirements of this Agreement and obtain from such employee his or her agreement to be bound thereby.

3. Nondisclosure of Negotiations. Without the prior written consent of Pathfinder, and subject to Section 4 below, Counterparty will not, and will direct its employees not to, disclose to any third party either the fact that any investigations, discussions or negotiations are taking place concerning a potential business transaction between Pathfinder and Counterparty, or that each of them has requested or received information from the other party, or any of the terms, conditions or other facts with respect to any such potential business transaction, including the status thereof.

4. Required Disclosures. If Counterparty or any of its employees is required by law to disclose any of Pathfinder’s Confidential Information or any of the terms, conditions or other facts with respect to the potential business transaction between Pathfinder and Counterparty, Counterparty will promptly notify Pathfinder of such requirement prior to making the disclosure. Pathfinder and Counterparty will then confer and use reasonable, good faith efforts to agree on a form and terms of disclosure reasonably acceptable to both Pathfinder and Counterparty in light of the circumstances under which the disclosure is required to be made, provided that if following such

notice and conferring Pathfinder and Counterparty are unable to agree on a mutually acceptable form and terms of disclosure, then Counterparty shall have no liability to Pathfinder to the extent such disclosure is required by law provided Counterparty makes reasonable efforts to obtain an appropriate protective order or other reliable assurance that confidential treatment will be accorded Pathfinder's Confidential Information by the tribunal requiring disclosure.

5. No Representations. Counterparty understands and acknowledges that Pathfinder is not making any representations or warranties, express or implied, as to the accuracy or completeness of the Confidential Information, and neither Pathfinder nor its officers, directors, employees, stockholders, owners, affiliates or agents will have any liability to Counterparty resulting from Counterparty's use of or reliance on the Confidential Information. Only those representations or warranties that are made in a definitive agreement between Pathfinder and Counterparty when, as, and if it is executed, and subject to such limitations and restrictions as may be specified in such agreement, will have any legal effect.

6. Limitation of Use. In the event that the transaction contemplated by this Agreement shall not be consummated, neither Counterparty nor its employees shall use any of the Confidential Information now or hereafter received or obtained with respect to any of the business or affairs of Pathfinder in furtherance of its business, or the business of anyone else.

7. Return or Destroy. Upon the written request of Pathfinder, Counterparty shall return to Pathfinder, within ten days, all Confidential Information and all copies thereof if in written or other tangible form. Where impractical to return copies, such copies shall be destroyed. Within such ten-day period, if requested by Pathfinder, an affidavit of Counterparty, duly sworn by an officer of Counterparty, shall be delivered to Pathfinder attesting to the return and destruction of all Confidential Information.

8. No License. Counterparty recognizes and agrees that nothing contained in this Agreement shall be construed as granting any rights, by license or otherwise, to any Confidential Information disclosed pursuant to this Agreement.

9. Term. This Agreement shall be effective as of the date first written above and shall continue in effect for one (1) year; provided, however, that the obligations and restrictions contained in this Agreement shall survive the termination or expiration of this Agreement.

10. Miscellaneous. This Agreement shall be governed and construed in accordance with the laws of The Commonwealth of Massachusetts. Counterparty agrees that remedies at law, alone, are inadequate to remedy breaches of this Agreement and therefore Counterparty consents to the issuance of injunctive relief against it to prevent or end any violation by it of this Agreement. This Agreement may be amended only by a written instrument signed by both parties.

IN WITNESS WHEREOF, the parties hereby have caused this Confidentiality Agreement to be executed as an agreement under seal as of the date first written above.

PATHFINDER INTERNATIONAL

[COUNTERPARTY]

By: \_\_\_\_\_  
Name:  
Title:  
Date:

By: \_\_\_\_\_  
Name:  
Title:  
Date: