### NCBA CLUSA International USDA NRCS PARTNERSHIPS FOR CLIMATE-SMART COMMODITIES PROGRAM PUERTO RICO CLIMATE-SMART COFFEE (PRCSC) COFFEE PLANT SEEDLING ACQUISITION

#### **1.Statement of Work Detail**

This Request for Proposal (RFP) is aimed at soliciting proposals from qualified individuals/organizations interested in providing no less than Two Million Six Hundred Thousand (2,600,000) Coffee Plant Seedlings (the "Plants"), of the *Coffea arabica* high quality/Coffee Leaf Rust resistant varietals Marsellesa, Obatá, Acauá, Limaní, and Frontón, to the "Puerto Rico Climate-Smart Coffee (PRCSC) Project", funded by the United States Department of Agriculture (USDA) National Resources Conservation Service (NRCS) and implemented by a NCBA CLUSA-led consortium. As per CFR Title 7, Subtitle B, Chapter III, Subpart O-Coffee 319.73.1-319.73.4, the "Plants" are to be produced in Puerto Rico. Therefore, this request calls for an established contractor with demonstrated resources in Puerto Rico, experience and a stellar record of quality and delivery who can undertake the provision of the said volume of "Plants" in the required period. Contractor germination and nursery facilities must have been APHIS-USDA approved, for *Coffea arabica* imported seeds of the mentioned varietals and/or other imported varietals, as well as the selection of seeds and the seed production lots must be compliant with Attachment A.

Donor	United States Department of Agriculture (USDA) Natural Resources Conservation Service (NRCS)'s <i>Partnerships for</i> <i>Climate-Smart Commodities</i> program					
Project Name	Puerto Rico Climate-Smart Coffee (PRCSC)					
<b>Project Duration</b>	April 2023 - September 2027					
Implementing Consortium	National Cooperative Business Association's (NCBA) Cooperative League of the USA (CLUSA); PROCAFE; University of Puerto Rico-Agricultural Experimental School (UPR-AES); SustainCert; and La Liga de Cooperativas de Puerto Rico (La Liga)					

#### General Information:

#### 2. Project Background

USDA is committed to supporting a diverse range of farmers, ranchers, and private forest landowners through the Partnerships for Climate-Smart Commodities Program. This effort will expand markets for America's climate-smart commodities, leverage the greenhouse gas benefits of climate-smart commodity production, and provide direct, meaningful benefits to production agriculture, including for small and underserved producers. USDA is investing more than \$3.1 billion for 141 projects through this effort and all the projects require meaningful involvement of small and underserved producers.

The National Cooperative Business Association CLUSA International (NCBA CLUSA) is leading a consortium of cooperatives, farmer organizations, and minority serving institutions in Puerto Rico (PR) to pilot a project that provides technical and financial assistance to 2,000 underserved Puerto Rican coffee farmers to voluntarily adopt climate-smart agriculture and forestry (CSAF) practices that meet NRCS practice standards in the production of climate-smart commodities (CSCs), primarily Coffee Leaf Rust/Climate Change Resistant varietals of arabica coffee over four years. The project seeks to distribute 2,600,000 Coffee Leaf Rust/climate change resistant "Plants" to the 2,000 producers principally located in 10 municipalities to rehabilitate and renovate their coffee farms as well as facilitate the application of climate-smart agroforestry (CSAF) practices.

# 3. Service Deliverables

At the conclusion of the Project Term (September 13, 2027), the selected contractor shall have supplied NCBA CLUSA and NCBA CLUSA shall have received from vendor no less than <u>Two</u> <u>Million Six Hundred Thousand (2,600,000)</u> Coffee Plant Seedlings (the "Plants"), of *Coffea arabica* species, high quality/coffee rust resistant varieties described in Attachment A, ready for planting, healthy, free from pests and diseases, in 18-count unit reusable plastic trays with individual biodegradable paper containers and a substrate blend.

# 4. Implementation

a. The selected vendor will serve as NCBA CLUSA's exclusive supplier in Puerto Rico of coffee "Plants" for the PRCSC Project for the duration of the Term. The Coffee "Plants" to be supplied by the contractor and the specifications of the products are listed in Attachment A of this RFP, which will be incorporated into the contract. The selected contractor will supply NCBA CLUSA no less than Two Million Six Hundred Thousand (2,600,000) "Plants" of *Coffea arabica* species, high quality/Coffee Leaf Rust resistant varieties, ready for planting, healthy, free from pests and diseases, selection of seeds and Seed Lots compliant with Attachment A, in 18-count unit reusable plastic trays with individual biodegradable paper containers and a substrate blend, and installed production capacity to meet a minimum average of 90,000 "Plants" per month with a max monthly production of 160,000.

While this contract will be by and between the selected contractor and NCBA CLUSA, implementation of the underlying project (receipt, distribution and quality validation of seedlings) shall include organizations and individuals to support the effort per "Management" section below.

Distribution, distribution schedule, and start date of distribution is subject to the approval of the United States Department of Agriculture. Attachment B may be modified in writing from time to time to consider USDA approval(s).

b. The selected contractor will provide warranty that the "Plants" are healthy and free from pest and diseases while the "Plants" are in the contractor's possession. The Participating Coffee Farmer (PCF) shall certify with his/her signature upon receipt of the "Plants", that the "Plants" are visibly healthy and free from pests and diseases. In case the "Plants" that have been delivered to the PCF were to develop any problems within a 6-month period after delivery, the selected contractor will work in good faith with NCBA CLUSA to verify any problem related to the nursery development process, and if determined through on-farm observation and PCF interviews by the contractor's technician or agronomist that the problem is from the nursery, the selected contractor will replace free of charge the examined "Plants". The contractor will not be held responsible for the care and safe keeping of the "Plants" after they are picked up by the PCF, by NCBA CLUSA or by organizations and individuals per management selection. The contractor will not be held responsible for any problems during transportation from the contractor's nursery or indicated distribution facilities to the PCF' farm or another location, handling, planting, care, irrigation or chemical intoxication of the "Plants" or any other conditions of the "Plants" that are unrelated to the contractor's nursery process.

- c. The "Plants" will be produced in the nursery facilities of the selected contractor which must have been APHIS-USDA approved under Controlled Import Permits for Prohibited Plant Quarantine obtained by the contractor, for the import to Puerto Rico of coffee seeds and plant cuttings for germination, plant development and successful release for field planting of *Coffea arabica* varietals Obatá, Acauá, Marsellesa, and/or other imported coffee species/varietals.
- d. The "Plants" shall be distributed to participating coffee farmers ("PCF") selected in advance by NCBA CLUSA's appointed representative.
- e. NCBA CLUSA's Implementation Representatives shall provide the selected vendor prior to the delivery date a list of the PCF (the "List") approved by NCBA CLUSA.
- f. The "Plants" will be available for delivery, meaning final transfer of custody, and shall be picked up by the PCF and/or his/her representative from the nursery or distribution "pick-up" locations that the contractor indicates. The contractor shall not be responsible for the handling of the "Plants" beyond the nursery "pick-up" locations, nor any transportation beyond the contractor's facilities or "pick-up locations", distribution, or additional service.
- g. The selected contractor will ensure it executes its best efforts to deliver the "Plants" according to the projected schedule in Attachment B, which is incorporated into this contract. The contractor will provide a breakdown of the projected distribution schedule. The contractor is expected to work closely with NCBA CLUSA to adjust the distribution schedule in accordance with both weather patterns and harvest season. The final distribution schedule will be discussed with NCBA CLUSA and accepted by both parties. NCBA CLUSA understands that the schedule is dynamic and may be subject to variation depending on the viability (germination) and development of the coffee seeds and coffee plant seedlings.
- h. The delivery dates and total "Plants" quantity contemplated in the projected schedule are contingent on various factors, some of which are beyond the contractor's control such as weather conditions, plagues or diseases excluding Coffee Leaf Rust (*Hemileia vastatrix*) that may affect the development of the plant seedlings and the availability of the "Plants". No release of liability is contemplated or assumed for unreasonable delay due to business-related inefficiencies attributable to the selected contractor.

# **5.** Media or Other Announcements

The contractor will submit in advance (in electronic form) to NCBA CLUSA, for review and revision at the sole discretion of NCBA CLUSA, any announcements the contractor intends to make regarding the project and NCBA CLUSA's support of the project, and any publications referring to the project the contractor intends to publish other than in its project proposals, annual reports, on its website, or tax returns.

For purpose of publicity for the project established by this contract, namely "Partnership for Climate Smart Commodities", NCBA CLUSA will refer to its endeavor as one accomplished with the participation and support of the selected contractor and will provide due credit in any pictures, videos or media containing the "Plants", nursery locations, coffee farms, employees and proprietary resources of the contractor in all of its direct promotions, where it is the main focus of the promotion, as opposed to mentions that are more generic in nature and encompass, for example, a summary description of NCBA CLUSA projects. This "partnership" however, is for promotional purposes only and does not in any way invalidate or modify the provision of section 16 of this contract which specifically establishes the relationship of the parties as one of independent contractors and not one intended to create a partnership in the legal sense.

### **6.Terms of the Project**

**NCBA CLUSA** - NCBA CLUSA will make advance deposit payments (the "Deposit") to the selected provider in phases as defined in "Exhibit B". The required Deposit is 50% per Plant-tobe-Delivered (Projected) to be paid at least sixty (60) days before the beginning of each corresponding phase upon prior assurance by the provider that at the time of deposit there are no issues with the health and expected germination of the seeds. Once the contractor begins to deliver the "Plants", the contractor will issue monthly invoices for the balance of 50% per Delivered Plant during the corresponding monthly period. All payments will be made within ninety (90) days of the invoice date.

**Deposits Credits and Adjustments** – In the event the quantity of "Plants" delivered during a given Phase is less than the quantity of the "Plants" projected, the remaining deposit credit will be attributed to the deposit of following Phase. In the event the quantity of "Plants" delivered during a given Phase surpasses the quantity of "Plants" projected, the remaining deposit balance will be billed in the next scheduled invoice.

**Management** – The selected vendor shall assign a Project Director or representative for this project. NCBA CLUSA shall assign individuals to represent it and safeguard its interests for purposes of coordination, oversight and quality validation.

# 7. Reporting Requirements

a. The selected vendor will provide ongoing reports on the availability of the "Plants", the projected Delivery schedule and any necessary modifications to it. It will also provide to NCBA CLUSA-PCSC monthly reports indicating the following:

- 1. Data on seedlings distribution during the month of the report
- 2. Distribution forecast for upcoming month.
- 3. Detailed monthly goal compliance analysis.
- b. The selected vendor will have weekly check-ins and attend monthly meetings with NCBA CLUSA designated oversight staff designated above in management section.

### 8. Conditions of application

Companies wishing to carry out this activity must send the following items (12-point Times New Roman font) in the order specified below to be considered during selection:

#### a. Technical proposal

The technical proposal (12 pages max.) must reflect how the offeror will carry out the tasks included in the work including product specifications, distribution and production specifications and timelines, and any product certifications and/or permits.

#### b. Financial application

The candidate contractor will propose a realistic estimate of the cost of this initiative, including a detailed budget, public price list, cost of production per "Plant", total cost per "plant", any potential profit margin or price discount as a separate line item required by USDA regulations, and product specifications. In-kind contributions are not required, but strongly encouraged. The budget will only contain costs that can be directly attributed to the proposed activities, with an explanation of the line items. Applicants must present adequate administrative and financial systems to manage the funds covered by this agreement. The maximum amount available is \$2,340,000.00 for 2,600,000 "plants".

#### c. Organization

Companies must briefly list and describe their history, legal U.S.-based entity and/or majority U.S. ownership, management structure, current projects/services, current geographic scope and experience.

#### d. Proof of Experience

Applicants will have to demonstrate their experience in similar procurements by providing a list of all contracts, cooperative agreements, and/or other evidence involving similar or related work during the last four years. Additionally, the applicants must submit letters corroborating similar work from at least two (2) references' including contact details and amounts as necessary.

#### **10.** Criteria for the evaluation of the proposal

The following criteria are those under which all proposals will be judged:

- 1. Description of Seed Lots, "Plant" production and nursery operations (35%)
- 2. Cost realism, budget justification and effectiveness. Given it meets these standards, competitive budgets and any discounts will receive a higher score. (35%)
- 3. Experience of individual and/or company with USDA and/or other related projects (10%)
- 4. Demonstrated experience with similar projects in scope and references (20%)

5. Incomplete proposals will be disqualified.

# **11. Application Deadline**

Applications will be accepted in English or Spanish via <u>climatesmart@ncba.coop</u> and with single spacing and numbered pages containing the name of the applicant by 11:59 pm Eastern Time on Thursday, August 31. Any Applications received after this time will not be considered.

Questions about this RFP will be received via <u>climatesmart@ncba.coop</u> no later than 11:59 pm Eastern Time on Friday, August 18. Questions will be addressed and posted publicly as an attachment to the RFP.

Please include the name of the person in your organization sending the application, as well as the phone number, and e-mail address, and any additional pertinent information.

NCBA CLUSA reserves the right to modify the terms of reference / geographical areas before the project begins.

# Attachment A

# **PRODUCT SPECIFICATIONS**

**Product Specifications.** The contractor will deliver to NCBA CLUSA for the PCSC Project the agreed "Plants" with the following specifications:

- Ready to Plant Coffee "Plants" in 18-count units reusable plastic trays with individual biodegradable paper containers and substrate blend.
- Species: Coffea arabica
- From Varieties:
  - Marsellesa: Registered with UPOV
  - Obatá: Public Domain
  - o Acauá: Public Domain
  - Limaní: Public Domain
  - Frontón : Public Domain

Variety	Location	Source				
Marsellesa	TBD by Contractor	World Coffee Research Verified Seed Production Lots				
Obatá	TBD by Contractor	World Coffee Research Verified Seed Production Lots				
Acauá	TBD by Contractor	Verified Seed Production Lots				
Limaní	TBD by Contractor	Verified Seed Production Lots				
Frontón	TBD by Contractor	Verified Seed Production Lots				
TOTAL (No Less Than)	Marsellesa, Obatá, Acauá, Limaní, Frontón	2,600,000				

#### The Marsellesa, Obatá, Acauá Varieties

The Marsellesa and Obatá Varieties must be selected from certified genetic seeds by World Coffee Research, from which high-quality plants were developed for the Seed Production Lots. The Marsellesa variety (UPOV Registered) should be provided with the permit, through World Coffee Research for the use of the coffee producers of Puerto Rico. The Acauá Variety must be selected from certified genetic seeds by the "Ministerio de Agricultura y Productos Agropecuarios/Instituto Agrónomico de Campinas" of Brasil, from which high-quality plants were developed for the Seed Production Lot.

# The Limaní and Frontón Varieties

Local Varieties Limaní and Frontón must be seeds selected from phenotypic alike high-quality plants, identified in individual Production Lots, by the Agricultural Experimental Station, College of Agricultural Sciences, University of Puerto Rico or by Agronomist Wigmar González Muñiz, retired Coffee Specialist and Researcher of the AES-CAS-UPR.

# **Attachment B: Distribution Schedule**

	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24	Oct-24	
TOTAL PLANTS/MONTH CLUSA=	-	37,800	75,600	37,800	15,120	15,120	113,400	113,400	151,200	151, <b>200</b>	151,200	75,600	-	
ACUMULATED CLUSA=	-	37,800	113,400	151,200	166,320	181,440	294,840	408,240	559,440	710,640	861,840	937,440	937,440	
COFFEE PRODUCERS IMPACTED PER MONTH =		25	50	25	10	10	75	75	100	100	100	50	0	
COFFEE PRODUCERS IMPACTED ACCUMULATED =		25	75	100	110	120	195	270	370	470	570	620	620	
	Nov-24	Dec-24	Jan-25	Feb-25	Mar-25	Apr-25	May-25	Jun-25	Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	
TOTAL PLANTS/MONTH CLUSA=	37,800	75,600	37,800	15,120	15,120	113,400	113,400	113,400	151,200	113,400	75,600	-	37,800	
ACUMULATED CLUSA=	975,240	1,050,840	1,088,640	1,103,760	1,118,880	1,232,280	1,345,680	1,459,080	1,610,280	1,723,680	1,799,280	1,799,280	1,837,080	
COFFEE PRODUCERS IMPACTED PER MONTH =	25	50	25	10	10	75	75	75	100	75	50	0	25	
COFFEE PRODUCERS IMPACTED ACCUMULATED =	645	695	720	730	740	815	890	965	1065	1140	1190	1190	1215	
	Dec-25	Jan-26	Feb-26	Mar-26	Apr-26	May-26	Jun-26	Jul-26	Aug-26	Sep-26	Oct-26	Nov-26	Dec-26	Total
TOTAL PLANTS/MONTH CLUSA=	75,600	37,800	15,120	15,120	75,600	113,400	113,400	151,200	113,400	52,920	-	-	-	
ACUMULATED CLUSA=	1,912,680	1,950,480	1,965,600	1,980,720	2,056,320	2,169,720	2,283,120	2,434,320	2,547,720	2,600,640	2,600,640	2,600,640	2,600,640	2,600,640
COFFEE PRODUCERS IMPACTED PER MONTH =	50	25	10	10	50	75	75	100	75	35				
COFFEE PRODUCERS IMPACTED ACCUMULATED =	1265	1290	1300	1310	1360	1435	1510	1610	1685	1720				1720