

Subject RFP #:	RFP-CATALYZE-Ethiopia-2021-0154 (Re-advertised)
RFP Issue Date:	May 13, 2021
Terms of Reference / Specifications:	Pilot Enterprise Assessment Phase II (PEA-II)
Project	CATALYZE Innovative Blended Finance
The Company	Palladium International, LLC
Country of Performance	Ethiopia
Closing Date and Time	May 28, 2021 05:00PM, East Africa Time
Questions Deadline	 Accepted at <u>EthiopiaMS4G.procurement@thepalladiumgroup.com</u> by May 21, 2021 05:00PM, East Africa Time N/A
Bidders' Conference	 ☐ Insert Date, Time, and Place Here ☑ N/A
Details for Submission	Submissions will be accepted: ⊠ Electronically: email to EthiopiaMS4G.procurement@thepalladiumgroup.com □ In hard copy (sealed bids)
Offer Validity Period	3 months

Request for Proposal (RFP)

Thank you for your interest in the above procurement. As implementer for the CATALYZE Innovative Blended Finance Project funded by United States Agency for International Development (USAID), Palladium invites you to submit a proposal for the scope of work attached in Annex A. Your proposal must be valid for the Validity Period.

Please email your notice of intention to submit a proposal by the Questions Deadline. Answers to questions shall be distributed to all offerors that have indicated an intention to submit a proposal by the deadline.

Please submit your proposal in accordance with the Details for Submission above by the Closing Date and Time. This RFP in no way obligates Palladium to award a contract nor does it commit Palladium to pay any cost incurred in the preparation and submission of a proposal. Palladium bears no responsibility for data errors resulting from transmission or conversion processes.

Yours sincerely,

CATALYZE Procurement Team

Terms and conditions

1. Proposal Conditions

By submitting a proposal, potential suppliers are bound by these terms and conditions. Potential suppliers must submit offers with all details provided in English and with prices quoted in a single currency.

2. Proposal Lodgement

The Company may grant extensions to the Closing Time at its discretion. The Company will not consider any quotes received after the Closing Time specified in the RFP unless the Company determines to do so otherwise at its sole discretion.

3. Evaluation

The Company may review all proposal to confirm compliance with this RFP and to determine the best proposal in the circumstances.

Alterations

The Company may decline to consider a proposal in which there are alterations, erasures, illegibility, ambiguity or incomplete details.

5. The Company's Rights

The Company may, at its discretion, discontinue the RFP; decline to accept any proposal; terminate, extend or vary its selection process; decline to issue any contract; seek information or negotiate with any potential supplier that has not been invited to submit a proposal; satisfy its requirement separately from the RFP process; terminate negotiations at any time and commence negotiations with any other potential supplier; evaluate proposals as the Company sees appropriate (including with reference to information provided by the prospective supplier or from a third party); and negotiate with any one or more potential suppliers.

6. Amendments and Queries

The Company may amend, or clarify any aspect of the RFP prior to the RFP Closing Time by issuing an amendment to the RFP in the same manner as the original RFP was distributed. Such amendments or clarifications will, as far as is practicable be issued

simultaneously to all parties. Any queries regarding this RFP should be directed to the Contact Person identified on the cover page of this RFP.

Clarification

The Company may, at any time prior to execution of a contract, seek clarification or additional information from, and enter into discussions and negotiations with, any or all potential suppliers in relation to their proposals. In doing so, the Company will not allow any potential supplier to substantially tailor or amend their proposal.

8. Confidentiality

In their proposal, potential suppliers must identify any aspects of their proposal that they consider should be kept confidential, with reasons. Potential suppliers should note that the Company will only agree to treat information as confidential in cases that it considers appropriate. In the absence of such an agreement, potential suppliers acknowledge that the Company has the right to disclose the information contained in their proposal.

The potential supplier acknowledges that in the course of this RFP, it may become acquainted with or have access to the Company's Confidential Information (including the existence and terms of this RFP and the TOR). It agrees to maintain the confidence of the Confidential Information and to prevent its unauthorised disclosure to any other person. If the potential supplier is required to disclose Confidential Information due to a relevant law or legal proceedings, it will provide reasonable notice of such disclosure to the Company. The parties agree that this obligation applies during the RFP and after the completion of the process.

9. Alternatives

Potential suppliers may submit proposals for alternative methods of addressing the Company's requirement described in the RFP where the option to do so was stated in the RFP or agreed in writing with the Company prior to the RFP Closing Time. Potential suppliers are responsible for providing a sufficient level of detail about the alternative solution to enable its evaluation.

10. Reference Material

If the RFP references any other materials including, but not limited to, reports, plans, drawings, samples or other reference material, the potential supplier is responsible for obtaining the referenced material and considering it in framing their proposal. And provide it to the Company upon request.

11. Price/Cost Basis

Prices or costs quoted must show the tax exclusive price, the tax component and the tax inclusive price.

The contract price, which must include any and all taxes, supplier charges and costs, will be the maximum price payable by the Company for the Goods and/or Services.

12. Financial information If requested by the Company, potential suppliers must be able to demonstrate their financial stability and ability to remain viable as a provider of the Goods and/or Services over the term of any agreement.

If requested by the Company, the potential supplier must promptly provide the Company with such information or documentation as the Company reasonably requires in order to evaluate the potential supplier's financial stability.

13. Referees

The Company reserves the right to contact the potential supplier's referees, or any other person, directly and without notifying the potential supplier.

14. Conflict of interest

Potential suppliers must notify the Company immediately if any actual, potential or perceived conflict of interest arises (a perceived conflict of interest is one in which a reasonable person would think that the person's judgement and/or actions are likely to be compromised, whether due to a financial or personal interest (including those of family members) in the procurement or the Company).

15. Inconsistencies

If there is inconsistency between any of the parts of the RFP the following order of precedence shall apply:

- (a) these Terms and Conditions;
- the first page of this RFP; and (b)
- the Schedule (c)

so that the provision in the higher ranked document will prevail to the extent of the inconsistency.

16. Collusion and Unlawful Inducements

Potential suppliers and their officers, employees, agents and advisors must not engage in any collusive, anti-competitive conduct or any other similar conduct with any other potential supplier or person or quote any unlawful inducements in relation to their proposal or the RFP process.

Potential suppliers must disclose where proposals have been compiled with the assistance of current or former the Company employees (within the previous 9 months and who was substantially involved in the design, preparation, appraisal, review, and or daily management of this activity) and should note that this may exclude their proposal from consideration.

Potential suppliers warrant that they have not provided or offered any payment, gift, item, hospitality or any other benefit to the Company, its employees, consultants, agents, subcontractors (or any other person involved in the decision-making process relating to this RFP) which could give arise to a perception of bribery or corruption in relation to the RFP or any other dealings between the parties.

17. Jurisdiction

This RFP shall be subject to the laws of the District of Columbia, United States of America. The language of the arbitration will be English.

The Potential Supplier and the Company will use their best efforts to settle amicably any dispute, controversy, or claim arising out of, or relating to this RFP or the breach, termination, or invalidity thereof.

If no agreeable settlement can be found, any dispute, controversy, or claim arising out of or relating to this RFP or the breach, termination, or invalidity thereof, shall be settled by mediation through the American Arbitration Association by filing a request for mediation with the AAA and the other party. The Parties will be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute.

Company Information

Palladium is a global leader in the design, development and delivery of Positive Impact — the intentional creation of enduring social and economic value. We work with corporations, governments, foundations, investors, communities and civil society to formulate strategies and implement solutions that generate lasting social, environmental and financial benefits.

Project Background

The CATALYZE Blended Finance Mechanism is a \$250 Million, 8-year contract (5-year base period, with a single 3 years option period) which uses a facilitated partnership model to craft solutions to crowd in \$2 Billion in blended finance (i.e. blended concessional and commercial finance) to USAID partner countries and initiatives. CATALYZE allows USAID Bureaus and Missions to efficiently deploy investment facilitation solutions that respond to the needs of specific sectors, issues, and geographies. Initial programs focus on education finance to implement sustainable education business models serving low-income communities, and achievement of the Women's Empowerment objectives, but the mechanism can be applied to any development challenge or region.

Purpose

The purpose of RFP is to select a business advisory service provider (BASPs) to support 4 pre-selected and growthoriented enterprises in Ethiopia.

A complete scope of work is attached as Annex A.

Type of Contract

All awards will be pay-for-performance (P4P) subcontracts.

Anticipated Contract Period of Performance

Contracts will be offered to winning bidders for a period of 12 months with the option for renewal based on performance and the availability of funding, at the sole discretion of CATALYZE: Market Systems for Growth.

Place of Performance

The activities to be performed under this contract will take place in Ethiopia.

Key Deliverables and Timeline

No.	Deliverable	Due Date from Contract Date	Payment Amount
1	Implementation / Business Plan	Within 90 days	25%
2	Four quarterly performance report	Quarterly	5%
3	Final report	Within 12 months	5%
4	10% or more Y-O-Y (Year over Year) revenue increase	Within 12 months	65%

Instructions to Offerors

Separate technical and cost proposals must be submitted by email no later than the time and date specified on the cover page.

1. Technical Proposal

For the technical proposal, the offeror must submit:

- (a) Cover letter with the following information:
 - 1. Firm contact info and address
 - 2. Type of company or organization
 - 3. DUNS Number (Company must have a DUNS number or obtain one within 5 days of being notified of selection)
 - 4. Signed by an authorized representative of the company
- (b) Background on the firm and relevant expertise (max 2 pages)
- (c) Past Experience Information/Capability Statement
- (d) Technical Proposal & Management Approach
- (e) Proposed work plan showing how the firm would execute this project including a timeline (max 2 pages)
- (f) Description of relevant projects previously performed by the firm, demonstrating expertise in X, Y, and Z (max 4 pages)
- (g) Contact details for three referees (max 1 page)
- (h) Executive summary of project reports for commercial smallholder projects with linkages to commercial offtakers (max 3 report submissions, max 2 pages each)
- (i) All supporting documentation specified below in the pass/fail evaluation criteria.

2. Cost Proposal

Offers must submit a cost proposal. CATALYZE will provide a budget template upon request through EthiopiaMS4G.procurement@thepalladiumgroup.com. The cost proposal consists of:

- (a) Budget in Microsoft Excel with all formulas visible (unlocked)
- (b) Accompanying Word Document with all cost assumptions and explanations

Key assumptions

- Budget in Ethiopian Birr
- All prices are to be inclusive of relevant taxes
- Separate unit cost and number of units
- Break down activity costs into as much detail as possible
- Offeror should budget for: Labor, travel, and other direct costs

The selected offeror will be required to complete the Due Diligence Questionnaire (attachment 1) and provide a DUNS number within 5 days of being notified of selection.

Submission of Offers

Electronic proposals must be submitted by sending two separate emails, one for technical proposal and one for cost proposal with the RFP number in the subject lines. Ensure all required documents are attached. The RFP number can be found on the cover page.

Offers received past the deadline stated on the cover page will be deemed non-responsive and will not be considered for award.

Evaluation and Award Process

Proposals will be evaluated using a best value trade off methodology. This is a three-stage process.

(1) The first set of criteria is graded on a pass/fail basis. Offerors must meet the following minimum eligibility qualification criteria and provide supporting documentation:

	Requirement	Supporting Documentation
(a)	Must be a registered legal entity in Ethiopia for a minimum of one year	Copy of certificate or articles and memorandum of associate
(b)	Must not have any active exclusions from the working with the US government (<u>www.sam.gov</u>), the UN (Sanctions List), or the US Department of the Treasury Office of Foreign Asset Control	N/A

(2) If these minimum criteria are met, the offer's technical proposal will be evaluated as follows:

Evaluation Criteria	Documents Evaluated	Points
1. BASP is majority women-owned (50%), women-managed or women-led businesses	Shareholder Agreement or equivalent	5
 Key personnel Proposed team-lead CVs demonstrating at least five years' experience supporting enterprises in business development and sales related activities. CVs of two key personnel demonstrating ability to support and carry out the SOW stated in this RFP. 	Curriculum vitae of each key personnel and team lead	10
 Past Performance Demonstrated experience in helping growth-oriented enterprises increase their sales and revenue, including evidence and description of these assignments. 	Evidenced of description of assignment, performance and provide references	30
 4. Technical proposal a. Provide technical approach of possible recommendations for the support required by the enterprises based on your understanding of typical support needed for SME to grow business. b. Approach to Top-line growth diagnosis c. Proposal how to support firm to achieve its top-line goals d. Work plan proposal 		45
 5. Financial Performance a. Financial capacity to support at least four enterprises for 12 months; 		10
TOTAL		100

(3) The offeror's cost proposal will be evaluated for:

- Proposed total price, relative to other offers received.
- Realism and reasonableness of the work to be performed.
- Price reflects a clear understanding of the requirements.
- Price is consistent with various elements of the technical proposal.
- Compliance with USAID cost principles (select one: Non profit entities Cost Principles in 2 CFR 200 Subpart E or For profit entities – Cost Principles in FAR Part 31)

Palladium reserves the right to award under this solicitation without further negotiations. The offerors are encouraged to offer their best terms and prices with the original submission.

PROCUREMENT INTEGRITY AND ETHICS

It is Palladium's Policy that no gifts of any kind and of any value be exchanged between vendors/contractors and Palladium personnel. Discovery of the same will be grounds for disqualification of the vendor/contractor from participation in any Palladium's procurements and may result in disciplinary actions against Palladium personnel involved in such discovered transactions.

Resulting Award

This RFP in no way obligates Palladium to award a contract. Palladium may opt to select multiple offers in response to this RFP.

Any contract/purchase order resulting from this solicitation must be signed by both parties in order to be considered valid and in force. All costs associated with, but not limited to, production, preparation and/or delivery of goods or services, including deliveries, accepted by Palladium staff, without a fully executed (signed by both parties) contract/purchase order, are at the vendor's risk only. Palladium shall not pay for any costs, without limitation, associated with production, preparation or delivery of goods and/or services under this or any other contract/purchase order, which has not been signed by both parties.

If your proposal is successful, you will be required to enter into the Company's standard contract for the types of goods or services being provided. In the provision of the Goods and Services, you will be required to comply with the Company's policies, including (without limitation) its Business Partner Code of Conduct and any relevant client terms and conditions. Potential suppliers must also comply with the Company's Business Partner Code of Conduct in the submission of any proposals pursuant to this RFP.

If you are bidding as part of a joint venture, partnership or similar, please make this clear in your submission. Likewise, if you propose to subcontract any part of the goods or services provision, then disclose this fact within your submission. The Company may require additional information from you and approval for subcontracting will not be automatic as subcontractors will be subject to Palladium's Due Diligence process.

Attachments

Palladium Business Partner Code of Conduct and Child Protection Guidelines can be downloaded in full at: <u>http://www.thepalladiumgroup.com/policies or request through email from</u> EthiopiaMS4G.procurement@thepalladiumgroup.com

Annex A: Scope of Work

1. Objective

Selected business advisory service provider (BASPs) will assess each company, propose business advisory services to achieve strategic objectives of sales and revenue growth goals. Efforts may include, but are not limited to, strategy work, business development, capacity building, mentoring, coaching, and management development.

- 2. Activities: Selected business advisory service provider (BASPs) will be responsible for the four activities described below.
 - a. Based on the diagnostic of the four pre-selected companies (diagnostics under development), submit a proposal for services to be rendered. Enterprise must approve the proposal to achieve the objective of sales, revenue and or export growth. Sales and revenue growth must be at minimum of 10% growth annually as a result of the service rendered. business advisory service provider (BASP) must recommend the strategy, work plan and timeline to achieve such objectives.
 - b. The BASP will also provide support for a short-term consultancy and training services should the enterprise require such services. The technical assistance will include three-months of technical managerial skills training, coaching and mentoring addressing the specific needs of the enterprise in order to accelerate its growth. All training, mentoring, and coaching must be practical and specific on the actual challenges confronting the business, as opposed to more traditional classroom-based theory.

3. Acceptance of Deliverables

Deliverables will be reviewed by the Technical Manager (or her designee) for completeness before being accepted and approved for payment.

Ν		
0	Deliverables	Acceptance Criteria
-		
	Implementati	Plan must be approved and signed by enterprise
1	on / Business	
	Plan	
	Quarterly	Documented progress on interventions outlined in the implementation plan and in the
2	performance	business diagnostic report (to be provided for the Advisor) for each participating enterprise.
	report	Must include data on quarterly revenue, sales, volume and value of exports (if any), cash
		flow, and employment for each enterprise.
3	Final Report	Final performance report. This report should summarize progress against each business'
		implementation plan, data on revenue, sales, volume and value of exports, cash flow, and
		employment for each enterprise, as well as key learning from implementation.
4	10% or more	12-months VAT revenue receipt
	Year over	
	year revenue	
	increase	

Payment Schedule

- Total service payment for deliverables 1-4 is capped at \$7,500 USD per enterprise.
- The enterprise is expected to contribute 25% of cost related to the services. The contribution can be provided in cash or in-kind.
- Enterprise shall pay success fee of 2.0% for capital raised (credited towards the 25% cost share).