

Amendment to Request for Proposal

Amendment Number: 1

RFP-CATALYZE-Ethiopia-2022-0299

Business Advisory Service to Strengthen Food Security and WASH SMEs

Amendment Effective Date: June 09, 2022

Description of Amendment:

Amendment 1 serves to extend the proposal submission deadline until June 17, 2022, at 11:59PM, Nairobi time (UTC+3).

All other terms and conditions remain the same with the RFP issued on May 25, 2022.

Request for Proposal (RFP)

| | |
|--------------------------------------|---|
| Subject RFP #: | RFP-CATALYZE-Ethiopia-2022-0299 |
| RFP Issue Date: | May 25, 2022 |
| Terms of Reference / Specifications: | BUSINESS ADVISORY SERVICE to Strengthen Food Security and WASH SMEs |
| Project | USAID CATALYZE Ethiopia:MS4G |
| The Company | Palladium International, LLC |
| Country of Performance | Ethiopia |
| Closing Date and Time | June 17, 2022, at 11:59PM, Nairobi time (UTC+3) |
| Questions Deadline | <input checked="" type="checkbox"/> Accepted at ethiopiams4g.procurement@thepalladiumgroup.com by June 12, 2022 at 02:00PM, Nairobi time (UTC +3) <input type="checkbox"/> N/A |
| Bidders' Conference | <input type="checkbox"/> Not Applicable |
| Details for Submission | Submissions will be accepted: <input checked="" type="checkbox"/> Electronically: email to ethiopiams4g.procurement@thepalladiumgroup.com <input checked="" type="checkbox"/> In hard copy (sealed bids) (1 st Floor Noah Building, Bole Road Addis Ababa, Ethiopia) |
| Offer Validity Period | 90 days |

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

ARBP PC01 GL01 TL02 Request for Proposal

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.

4. 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.

7. 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;
- (b) the first page of this RFP; and
- (c) the Schedule

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 rise 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 year 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 W-GDP objectives, but the mechanism can be applied to any development challenge or region.

USAID CATALYZE Ethiopia:MS4G is a four-year buy-in to benefit the Ethiopian population, build community resilience, and strengthen rural-urban linkages in the areas of food security, WASH, and COVID-19 economic recovery. MS4G focuses on facilitating access to jobs and sustainable opportunities for women and youth and enterprise resiliency, leading to better employment and food security for individuals and communities. MS4G is designed to provide support to agriculture and WASH enterprises by strengthening the enterprises' support ecosystem not just in Addis Ababa but also in select secondary cities. MS4G invests in developing relationships with private sector players, co-investing in inclusive business models, advisory services, digital solutions, and market-based initiatives that increase the resilience and sustainability of Ethiopian enterprises and employment for women and youth.

Purpose

The purpose of the RFP is to select multiple business advisory service providers (BASPs) to each support 5 - 25 SMEs (minimum 5 and maximum 25 SMEs) for 75 SMEs in food security and 25 SMEs in WASH in Ethiopia to create a vibrant network of BASPs to support the growth of enterprises.

Bidders are advised to be aware of definition of Food Security and WASH as listed below.

- **Food Security** – TAsPs may provide investment and credit facilitation services for success fee commission for transactions that support USAID's Feed the Future initiatives in Ethiopia. At least 50% of the approved enterprises must be active in secondary cities across Ethiopia^[1]. Enterprises supported by TAsPs to access finance and investment under this category must be conducting business in the food security valuechains (VCs). A VC is the process or activities by which a company adds value to an article, including production, marketing, and distribution. Examples of value chain actors eligible for support include but are not limited to input dealers, farmers/producers, processors, aggregators, storage service providers, traders, retailers, exporters, agriculture logistics firms, and agriculture technology providers.
- **Water, Sanitation, and Hygiene (WASH)** - TAsPs may provide transaction support for success fee commissions to mobilize capital for the Water, Sanitation, and Hygiene sector to improve services, innovations, and/or access to safe drinking water, sanitation solutions, and hygiene in Ethiopia.

[1] Secondary cities mean *cities with a population of 300,000 or more*.

A complete scope of work is attached as Annex A.

Type of Contract

Palladium intends to issue a Pay -for-Performance (P4P) subcontract to the selected offeror.

Anticipated Contract Period of Performance

Subcontracts will be offered to winning bidders for a period of **12 months** (July 2022 to June 2023) with the option for renewal based on performance and the availability of funding, at the sole discretion of MS4G.

Place of Performance

The activities to be performed under this subcontract will take place in Ethiopia. See the Instructions for Submission of Cost Proposal for travel assumptions.

Key Deliverables and Timeline

| Deliverable # | Report and Deliverable | Deadline |
|----------------------|---|--|
| 1 | Business diagnostics, recommendation, and implementation plan a. Selection of SME Signing of agreement | Within 90 days from subcontract date |
| 2 | Quarterly report a. Support enterprise in developing sustainable internal strategic plan b. Financial and digital literacy training c. Execution of Implementations, Change management | Quarterly basis from date of submission of the report |
| 3 | a. Final Report b. Verification of 10% sales and revenue growth | 12 months after the subcontract is awarded |

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. Unique Entity Identification (UEI) Number (Company must have a UEI 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 detail. (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 off-takers (max 3 report submissions, max 2 pages each)
- (i) All supporting documentation specified below in the pass/fail evaluation criteria.

Note: GSA has developed a useful interactive PDF tool that guides through the most common scenarios about UEI (https://www.fsd.gov/sys_attachment.do?sys_id=af05f8fb1b44851006b09796bc4bcb6d)

2. Cost Proposal

Offers must submit a cost proposal. CATALYZE will provide a budget template upon request through ethiopians4g.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
- Offerors should budget for: Labor, Travel and Other costs
- Offeror should budget for:
 - Defence Base Act (DBA) insurance in accordance with FAR 52.228-3, as applicable.

The selected offeror will be required to complete the Due Diligence Questionnaire (attachment 1) and provide a UEI 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 RFP-CATALYZE-Ethiopia-2022-0299 in the subject lines. If submitting in hard copy, the technical proposal and cost proposal must be in **separate sealed envelopes**. Mark envelopes with the RFP number RFP-CATALYZE-Ethiopia-2022-0299 and offeror's name. Ensure all required documents are attached.

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 (www.sam.gov), 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. Geographic coverage, sector coverage and firm profiles a. Evidence of local presence in secondary cities. b. BASP works within preferred sectors food security and WASH; c. Identified and profile of a minimum of five (5) growth-oriented companies as per SoW some of whom are women-owned, women-led businesses | a. Proof of office rental agreement in secondary cities b. Reference to the service provided c. Indication of Interest from enterprises | 10 |
| 2. BAPS is majority women-owned (50%), women managed or led businesses | Shareholder Agreement or equivalent | 5 |
| 3. Key personnel and staffing plan a. Proposed team-lead CVs demonstrating at least five years' experience supporting enterprises in business development and sales related activities. b. CVs of two key personnel demonstrating ability to support and carry out the SoW | CVs | 20 |
| 4. Past Performance a. Demonstrated and evidence experience in supporting enterprises top-line growth. b. Experiences of helping enterprises in sales, marketing, and distribution. | Evidenced Performance and reference of enterprises and contact person. | 30 |
| 5. Technical proposal a. Management approach b. Workplan | | 35 |
| 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

Please review the additional documentation and proposed contracts terms and conditions which should be given consideration when preparing your proposal. By submitting your bid you will certify that that you are in agreement with the contract terms and conditions as included in this solicitation and that all prices include all aspects of the required compliance with the terms and conditions of the proposed contract.

Attachement 1- Due Diligence Questionnaire

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

Annex A: Scope of Work

1. Objective

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

2. Activities: Selected BASPs will be responsible for the four activities described below.

- a. **Identify businesses.** Each BASP must select at least twenty companies to support. Companies must in Food Security and WASH growth-oriented enterprise. Growth oriented is defined as a company with three or years of active business operation with progressive growth and a desire to growth sale and revenue goals by at least 10% or more over the next 12 months. The company is characterized by rapid sales and revenue growth with a net cash flow. This activity will be linked to another MS4G intervention and facility to ensure companies get the necessary capital to accelerate their growth.
 - i. *Gender Parity: At least 50% of the companies must be women-owned or led.*
 - ii. *Geographic Diversity: At least 50% of the companies must be in secondary cities with a population of 300,000 or more.*
 - iii. *Firm Commitment: BASPs must obtain signed commitment from participating firms indicating the firm's willingness to contribute 25% of the cost of the BASP's service cost and cooperate in services delivery.*
- b. **Firm-specific Operational and Financial Diagnostic.** Identify an appropriate business diagnostic tool and conduct firm-level business diagnostic. Take stock of the current situation, identifying gaps, critical issues and immediate future needs to drive business improvement and gain efficiency. The diagnostic must assess and identify challenges and opportunities that need to be addressed by the company to grow its sales and revenue.
- c. **Based on the diagnostic, submit a proposal for services to be rendered.** The firm must approve the proposed changes required to achieve the objective of sales and revenue growth. The BASP must recommend the strategy, workplan and timeline to achieve such objectives. The technical support must produce at minimum 10% sales and revenue growth annually.
- d. **Capacity building.** The BASP will also provide short-term consultancy and training services as needed. Technical and managerial skills training, coaching and mentoring addressing the specific needs of the enterprise may be provided in order to accelerate 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 his/her designee) for completeness before being accepted and approved for payment.

| No. | Deliverables | Acceptance Criteria |
|-----|---|--|
| 1 | Business diagnostics, recommendation, and implementation plan <ol style="list-style-type: none"> a. Selection of SMEs b. Signing of agreement | BASPs will identify and select food security and WASH businesses, then sign and submit a contract to provide business consulting services. Company profile, diagnostic and recommendation report. The report must include implementation plan, timeline, and expected outcome. The enterprise must sign-off on the report and the recommendations. |

| | | |
|---|---|--|
| 2 | Quarterly report a. Support enterprise in developing sustainable internal strategic plan b. Financial and digital literacy training c. Execution of Implementations, Change management | Documented progress on interventions outlined in the implementation plan in the business diagnostic report (Deliverable 2) for each participating enterprise. Must include data on quarterly revenue, sales, volume and value of exports, cash flow, and employment for each enterprise. |
| 3 | Final Report a. Verification of 10% sales and revenue growth b. 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 learnings from implementation. |

Delivery Timetable

| No. | Deliverables | Due Date |
|-----|---|---|
| 1 | Business diagnostics, recommendation, and implementation plan b. Selection of SME c. Signing of agreement | Within 90 days from subcontract date |
| 2 | Quarterly report a. Support enterprise in developing sustainable internal strategic plan b. Financial and digital literacy training c. Execution of Implementations, Change management | Quarterly basis |
| 3 | Final Report a. Verification of 10% sales and revenue growth b. Final report | 12 months after the subcontract is awarded |

Payment Schedule

- Total service payment for deliverables 1-3 stated below is capped at **\$6,666 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.
- **75%** will be covered by USAID CATALYZE Ethiopia (**about \$5,000**)

Payment for each output per firm

| No. | Deliverables per firm | Payment Percentage |
|-----|---|--------------------|
| 1 | Business diagnostics, recommendation, and implementation plan a. Selection of SME b. Signing of agreement | 20% |
| 2 | Quarterly report | 10% |

| | | |
|---|---|------|
| | a. Support enterprise in developing sustainable internal strategic plan | 10% |
| | b. Financial and digital literacy training | 10% |
| | c. Execution of Implementations, Change management | |
| 3 | Year-over-year revenue growth of 10% or more and final Report | 50% |
| | Total | 100% |