

June 2nd, 2024

Request for Proposal (RFP)

Subject RFP #:	Gap Analysis on Existing Environmental Performance Ecolabels-Egypt
RFP Issue Date:	June 2 nd , 2024
Terms of Reference / Specifications:	Gap Analysis study on existing environmental performance ecolabels offered by the Egyptian Organization for Standards and Quality (EOS), for international recognition & accreditation
Project	Trade Reform and Development in Egypt (TRADE)
The Company	Palladium International, LLC
Country of Performance	Egypt
Closing Date and Time	June 16 th , 2024, at 16:00 Cairo Time
Contact Person	Ahmed Hadi, Procurement Advisor
Details for Submission	Submissions should be emailed to applyTRADE@thepalladiumgroup.com

Thank you for your interest in the above procurement. As implementer for the Project, Palladium invites you to submit a proposal for the terms of reference below. Your proposal must be valid for the Validity Period.

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.

I look forward to your response. If you have any queries, please do not hesitate to contact us on: applyTRADE@thepalladiumgroup.com

Yours sincerely,

Rachid Benjelloun
Chief of Party

Purpose

Global markets and consumers are increasingly demanding greener eco-friendly products, with lower carbon footprints. International buyers, producers and suppliers respond by readjusting the way they do business to appeal to their clients and consumers, enhance their reputation and image, comply with regulations, and even more so to access green finance and engage green investors.

To avoid greenwashing, regulators are setting rules to ensure that any Environmental Product Declarations (EPD) or claims made by businesses on the extent of their sustainable green practices and products via ecolabels, marketing campaigns, or Environmental; Social and Governance (ESG) reporting are truthful and not deceptive (such as the European Commission, US – Federal Trade Commission (FTC), the US Securities and Exchange Commission (SEC), European Supervisory Authorities (ESAs) and others).

The most popular and endorsed environmental ecolabels in the USA market could be found at the US Environmental Protection Agency (EPA) and in the European market at the European Commission Ecolabel Board's websites. On a global scale, the Global Ecolabeling Network is working to set benchmarks on ecolabeling excellence, supporting 60 countries develop their own requirements and criteria. Its members include 37 of the most popular global ecolabel licensing agencies (Blue Angel, EU Ecolabel, Green Seal...etc). The International Organization for Standardization (ISO) has also released a family of standards that are specifically developed to benchmark and harmonize how ecolabels (Type I, II, III) are developed and licensed to interested entities, complementing the ISO 14000 family of standards.

Consequently, Egyptian exporters need locally domiciled, competently staffed and internationally recognized / accredited **Ecolabel Provider(s)** to verify that the environmental claims they make on their products' environmental performance and its environmental sustainability, are honest, true and in conformance with specific mandatory requirements or standards at any of the target export markets (such as recyclability, energy efficiency, water/resource efficiency, circularity... among other requirements).

Towards that end, EOS has established and staffed an **Environmental Performance Unit (EPU)**, which grants various environmental performance ecolabels and cards, specifically including:

- Energy Efficiency Label (for all electrical appliances and light bulbs)
- Water Efficiency Label (for sanitary products)
- Paints Environmental Performance Card
- Paper Environmental Performance Card
- Detergents Environmental Performance Card

TRADE launched a 'Green Export Program' to support Egypt's exporting SMEs, partner Trade Service Institutions (TSIs) and national partners in capturing export opportunities offered by the global demand for environmental sustainability, climate actions as well as conformance with the evolving regulatory requirements (relevant to environmental sustainability and climate action) at several target export markets.

TRADE is exploring feasible options to support EOS towards building its Environmental Performance Unit's competence for international visibility, recognition and (if and as necessary) registration/accreditation of the various environmental performance ecolabels it currently offers (and potentially other new labels that may be offered). EOS is best placed to play this technical / science-based role (for export development purposes) since:

- EOS is Egypt's sole governmental entity established to study, issue and maintain product, raw materials, and industrial performance standards against which all quality & conformance assessments and inspections are performed.

- As well as being a strong technical service provider for exporting SMEs and operator of specialized sampling and analysis laboratories (internationally accredited) to support Egypt's exporters (efficiently and cost effectively).

Type of Contract

Fixed price Subcontract

Anticipated Contract Term

Starting date: June 2024

End Date: August 2024

Procurement Timeline

Issuance date: June 2nd, 2024

Questions to be received on: June 4th, 2024.

Answers on Questions on: June 6th, 2024

Submission of proposals on: June 16th, 2024

Project

The goal of the USAID Trade Reform and Development in Egypt (TRADE) Activity is to boost Egypt's international trade by increasing exports from Egyptian Small and Medium Enterprises (SMEs)¹, and New and Expanding Export-Ready Enterprises (NEEREs)². To achieve the Activity's goal, the project seeks to attain the following three Results:

1. Enhanced Export Capacity of SMEs, particularly NEEREs, in selected sectors.
2. Strengthened public and private Trade-Support Institutions - TSIs (e.g., Trade Associations, Export Councils, etc.)
3. Improved trade and investment policy, regulatory, and institutional environment.

To achieve those targets TRADE will provide assistance to NEEREs and TSIs in the following sectors:

- Food processing
- Engineering
- Ready-made garments (RMG)
- Home textiles
- Chemicals
- Building materials
- Packaging and printing

Scope of Work and Standards

TRADE is planning to contract a competent Gap Analysis service provider(s) to support EOS in:

² NEEREs are defined as new and expanding export ready enterprises, a subset of SMEs. According to the Central Bank of Egypt (CBE), Small sized enterprises have a business volume between EGP 1 million and 50 million and medium sized enterprises have a business volume from EGP 50 million to 200 million. The project, however, may use other SME definitions used by MSMEDA or counterpart organizations, as guided by USAID.

- ▶ Assessing its existing 5 environmental performance ecolabel programs as well as their supporting institutional, physical, and procedural resources and infrastructure against international requirements, demands and standards,
- ▶ Propose a competence development action plan and budget to pursue international recognition and acceptance of those ecolabels, among international buyers in key export markets, in accordance with:
 - the highest principles of excellence as an impartial verifier of environmental claims made by Egyptian exporting companies,
 - effective institutional mandate and processes, skills training, applied understanding, and physical/human resource capabilities to carry out its responsibilities (efficiently and cost effectively), and
 - operate without conflicts of interest.

The Gap Analysis service provider(s) will be expected to perform, at a minimum but not limited to, the following activities:

- Hold kick-off and periodic debriefing meetings with the TRADE and EOS designated team to plan the implementation of the Gap Analysis and exchange periodic findings of its study.
- Review TRADE's Environmental Mitigation and Monitoring Plan (EMMP) and Green Export Program Briefing Note to become familiar with the project's environmental commitments and USAID's environmental compliance requirements.
- Conduct a brief desktop study to identify and acquire an understanding of:
 - Existing international ecolabels (similar to those offered by EOS) that are most highly demanded and recognized in key export markets, as well as the structure, operations and standards of the entities that offer and license those ecolabels.
 - If any Egyptian entities currently provide qualification or auditing services to help Egyptian exporters apply for and receive those internationally recognized ecolabels.
 - How the existing world-class ecolabel providers secure property rights, registration and/or accreditation of the ecolabels they offer and build recognition on their value among consumers.
- Conduct a detailed analysis of EOS's 5 existing ecolabels (through site visits to EOS designated facilities and fact-finding discussions with EOS designated team members), and their supporting infrastructure (institutional, physical, and procedural) to gauge:
 - how the standards for those ecolabels were developed,
 - their environmental effectiveness,
 - how they are licensed to exporting SME applicants (conformity assessment),
 - How they are currently promoted, and
 - the extent of demand by / recognition of those ecolabels both locally and by international buyers.
- Benchmark the identified standards, institutional, physical, and procedural infrastructure against those of world class ecolabel providers (in the same or similar topics).
- Identify any gaps that should be further developed in order for EOS to pursue international recognition and registration / accreditation of their existing ecolabels.
- Prepare, present, and discuss draft and final Gap Analysis reports and proposed action plans and budget to build EOS's competence towards international recognition/accreditation of their ecolabels.

Main Deliverables and Payment Terms

Required deliverables are described below:

Milestone	Payment Percentage of Total contract award
<p>Milestone 1</p> <p>First Draft gap analysis report (in MS Word) and PowerPoint Presentation including:</p> <ul style="list-style-type: none"> ▶ The findings of the various activities as specified in the Scope of Work, ▶ Detailing if and any competence deficiencies were identified (general, structural, resources, procedural, information management or management systems, monetary), <p>A sufficiently detailed action plan, budget estimate and timeline for the execution of all actions that are necessary close any potential gaps (and or other essential interventions that may be identified), to develop competency at the EPU and its team towards international recognition / accreditation of its existing environmental performance labels</p>	<p>50% of the total contract upon acceptance and approval of TRADE project.</p>
<p>Milestone 2</p> <p>A final Gap Analysis report incorporating any comments raised over the draft Gap Analysis report.</p>	<p>50% of the total contract upon acceptance and approval of TRADE project.</p>

Performance Delay Penalty

Vendor understands and agrees that timely delivery/performance as outlined in the delivery schedule is essential to satisfactory completion of the required suppliers/services. Both parties agree that failure of the vendor to provide the supplies/services within the required delivery/performance dates (for reasons other than a "force major") may result an assessment of the delay and apply penalty that will be deducted from the vendor payment.

Evaluation and Award Process

Evaluations will be made on a best value, trade off basis. Proposals must meet the following criteria to be considered eligible:

- This solicitation is open to individual consultants or companies.
- Individual consultants may be of any nationality.
- Companies might be from any nationality that is not restricted by geographic code = 937 (Please refer to Source, Nationality and Origin Restrictions section below). Companies may form partnerships to bid for this solicitation. All documents must be submitted as per the instructions below.
- Offerors must demonstrate:
 - A track record of successfully conducting trade-related economic impact analysis and have detailed first-hand knowledge of the Egyptian economy.
 - Ability to pass Palladium's due diligence standards.
 - Not barred from working with the US government.

A selection committee will review the technical approach, price, and professional references. The selection criteria are based on the following:

1. Technical approach.
2. Personnel qualifications.
3. Management approach.
4. Experience in conducting gap analysis studies in the environmental certification field.
5. Professional references
6. Price proposal.

The selection process will thus be as follows:

1. Offerors submit proposals to TRADE.
2. TRADE will contact short-listed candidates and ask clarification questions as appropriate and needed.
3. TRADE will select and send a Fixed Price Subcontract for review and signature.

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. The offerors are encouraged to offer their best terms and prices with the submission.

Instructions to the Offerors

The following items are required to be submitted as part of the proposal:

Your proposal must comprise the following submission documents. The technical proposal and price proposal must be prepared as separate files, per the below instructions. Technical proposals must be submitted as a 15-slide presentation, except for the past performance statement and references, which should be separate from the presentation and limited to 5 pages. CVs must be provided as attachments and do not count as part of the 15-slide limit. Submissions in PowerPoint or in PDF are acceptable, although PDF is preferred.

The following items are required to be submitted as part of the proposal:

- **Technical proposal** will consist of technical approach, personnel, management, and past performance information, which are listed in order of importance for evaluation purposes. Please limit your technical proposal to no more than fifteen (15) slides, except for the past performance statement and references (attached separately and limited to 5 pages). Offerors will detail their **technical approach** to fulfilling RFP objectives including outlining the approach, methodology and the estimated duration for each activity. The technical approach will clearly indicate how the proposed activities will result in the successful completion of all deliverables and milestones and achievement of outlined objectives.

The technical proposal must also include **personnel** and **management** information, including key consultants that will manage and conduct the analysis (CVs must be provided as attachments and do not count as part of the 15-slide limit), and how the offeror will ensure quality and timely submission of deliverables, including whether. Offerors must submit a past performance statement with previous experience in conducting similar analysis. Offerors must submit a past performance document that speaks to the Consultants' experience in related fields. Offerors must also submit three professional references, including email and phone number contract information and outlining the nature of the relationship between the offeror and reference. This requirement can be submitted either in Word or PDF (maximum of five pages) and will form part of the technical proposal. It is separate from the 15-slide presentation.

- **Price Proposal.** The contract type for the presumptive award will be Fixed Price deliverable-based, awarded as a subcontract by Palladium International, LLC. Please include your total proposed fixed price along with details for specific deliverable pricing.

Upon selection, offerors must complete Due Diligence Questionnaire within 5 days if selected for award. Organizations must have a UEI number or obtain one within 5 days of being notified of selection.

SOURCE, ORIGIN AND NATIONALITY RESTRICTIONS

The geocode 937- encompasses the United States, Egypt, and developing countries other than advanced developing countries, but excluding any country that is a prohibited source. Only service providers falling within this specified geographic code will be eligible for consideration for the award.

References:

- USAID ADS Chapter 310: <https://www.usaid.gov/ads/policy/300/310>
- USAID List of Prohibited Source Countries: <https://www.usaid.gov/ads/policy/300/310mac>

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.

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 agree 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.

- Annex A – USAID TRADE Independent Contractor Agreement -Consultants (Individuals),
- Annex B – USAID TRADE FFP Subcontractor under USAID CPFF – Consulting Firms (Organizations),
- Annex C – Palladium Due Diligence Form(s),
- Annex D - Palladium Business Partner Code of Conduct,
- Annex E - Certifications: Terrorism, Anti-Kick Back, Debarment, Foreign Corrupt Practices Act, and
- Annex F – Budget Template.

You can access the annexes using this link:

https://palladiumgroup-my.sharepoint.com/:f/g/personal/ahmed_abdelhadi_thepalladiumgroup_com/EiLgoHWfpxJHnxuuFSpY0PEBs2nPDA27IhDSaMUeEnAyvA?e=ox9SWh

Any contract/purchase order resulting from this solicitation must be signed by both parties 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 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.

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.