

August 29, 2024

## Request for Proposal (RFP)

Subject RFP #:	217798/Egypt Export Accelerator/CPFF-2024
RFP Issue Date:	August 29, 2024
Terms of Reference / Specifications:	Start Up and Implementation of the new Egypt Export Accelerator (EEA)
Project	Trade Reform and Development in Egypt (TRADE)
The Company	Palladium International, LLC
Country of Performance	Egypt
Closing Date and Time	October 15, 2024 8:00 am GMT +2
Contact Person	Ian Wetherald <a href="mailto:ian.wetherald@thepalladiumgroup.com">ian.wetherald@thepalladiumgroup.com</a> Noha Nafie <a href="mailto:noha.nafie@thepalladiumgroup.com">noha.nafie@thepalladiumgroup.com</a>
Details for Submission	Submissions should be emailed to <a href="mailto:applyTRADE@thepalladiumgroup.com">applyTRADE@thepalladiumgroup.com</a>

Thank you for your interest in the above procurement. As implementer for the Trade Reform and Development in Egypt (TRADE) Project, Palladium invites you to submit a proposal for the terms of reference below. Your proposal must be valid for the 6 months.

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 me by e-mail at [applyTRADE@thepalladiumgroup.com](mailto:applyTRADE@thepalladiumgroup.com).

Yours sincerely,



Rachid Benjelloun  
Chief of Party, TRADE

## Schedule - Terms of Reference

### Purpose

This assignment is an exclusive opportunity for companies with relevant global experience to bid on implementing the Egyptian Export Accelerator (EEA) program in partnership with Banque Misr. The EEA, designed by the USAID TRADE project, will leverage international expertise to assist Egyptian companies in rapidly establishing a foothold in new markets.

- The EEA aims to assist currently exporting Egyptian companies in winning more export deals and transforming other local businesses into export-ready entities. It will also help companies willing to export close capability gaps and jumpstart their journey to global markets.
- The accelerator will provide comprehensive support tailored to each business's unique objectives through the implementing firm and with the support of various stakeholders.
- The acceleration program will guide companies through the market entry process. From creating business plans to assembling teams of overseas advisors and conducting market research, it ensures each enrolled company has the necessary tools for faster international business growth.
- While the EEA emphasizes vital industrial sectors such as processed food and engineering, bidding companies are encouraged to explore additional Egyptian sectors and subsectors demonstrating global competitiveness.
- Designed using international best practices, the EEA will offer comprehensive support, including tailored training, networking opportunities, business-to-business meetings, and strategic consulting. Though Small and Medium Enterprises (SMEs) are likely to benefit the most from the EEA, the latter will also benefit large companies seeking to expand beyond the Egyptian market or aiming to identify or qualify local suppliers to meet international standards and requirements.

Through proper governance, support services, strategy, outreach, marketing, performance measurement, and financial sustainability, the EEA aims to enhance Egypt's export landscape beyond the established sectors, ensuring long-term economic growth and sustainability.

### Type of Contract

Cost Reimbursable Fixed Fee

### Anticipated Contract Term

12 - 15 Months

### 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

Trade Reform and Development in Egypt (TRADE) is a USAID funded 5-year project based in Cairo. The goal of the TRADE Activity is to increase Egypt's international trade by increasing exports from small and medium-sized enterprises (SMEs). TRADE provides a wide range of technical assistance, capacity building, procurement support, and training to GOE counterparts, quasi-government, and private sector stakeholders (firms, associations, councils...etc.) to increase the ability of Egyptian firms to increase export revenues.

### Timeline

Question Deadline: September 15<sup>th</sup>, 2024

Bidders Conference: September 18<sup>th</sup>, 2024, 3:00 pm GMT +2 / 8:00 am GMT -4

The bidders' conference may be attended in person at the TRADE office (17 Port Said Street, 6th Floor, Maadi, Cairo, Egypt) or online via Microsoft Teams. For access to the call-in link please email [applyTRADE@thepalladiumgroup.com](mailto:applyTRADE@thepalladiumgroup.com) or follow the link below.

[https://teams.microsoft.com/l/meetup-join/19%3ameeting\\_MzFkNjcwMzEtMGRhNi00NDdkLThlMTEtNDUzZDQ1ZjVkJkZGVI%40thread.v2/0?context=%7b%22Tid%22%3a%22e7942974-9738-4a4a-b646-2ab90f79db0f%22%2c%22Oid%22%3a%22e044228-3bbb-408c-9b1e-99e4092d4c97%22%7d](https://teams.microsoft.com/l/meetup-join/19%3ameeting_MzFkNjcwMzEtMGRhNi00NDdkLThlMTEtNDUzZDQ1ZjVkJkZGVI%40thread.v2/0?context=%7b%22Tid%22%3a%22e7942974-9738-4a4a-b646-2ab90f79db0f%22%2c%22Oid%22%3a%22e044228-3bbb-408c-9b1e-99e4092d4c97%22%7d)

Submission Deadline: October 15<sup>th</sup>, 2024, 8:00 am GMT +2

Estimated Anticipated Award Date: December 2024

### **Scope of Work and Standards**

The full report on the EEA can be found in Annex A. Please note the report was developed in late 2022 to early 2023 so details will be out of date. Bidders should review the reports to get an understanding of the

The USAID TRADE project is planning to engage a consultancy company with international expertise to be the key implementer and program manager during the initial phase of the Export Accelerator Program (EEA). Simultaneously, the leading national bank "Banque Misr", the project co-sponsor, will closely observe and "shadow" the consultancy's activities to ensure a smooth transition of program management to the bank and the selected local stakeholders and technical partners. By doing so, the EEA aims to achieve sustainability beyond the period of USAID funding while also optimizing costs. The selected local stakeholders will serve as technical partners from the program's inception, gradually assuming responsibilities previously handled by international sector specialists within the consultancy.

The implementation and management of the EEA program revolves around seven key areas:

- **Governance:**
  - Engagement of partners involved in the EEA, including various stakeholders that will have a key role in implementing the program with Banque Misr.
  - Organize and coordinate the EEA board members' meetings in consultation with USAID TRADE and Banque Misr.
  - Manage the day-to-day activities of the EEA program, and report progress to the EEA board.
- **Support Services:**
  - Develop operational plans for the service types offered to businesses: Pre-Accelerator, Early Accelerator, Mature Accelerator, and Alumni Services.
  - Define program modules, timeline, and resource requirements for successful service delivery.
  - Recruit the local and international expertise needed to deliver the services offered through the EEA program.
  - Deliver the services to the cohorts of companies enrolled in the program within the consultancy period.
- **Strategy:**
  - Update the sector and market analysis described in the attached design to identify subsectors, products, and markets with significant export opportunities for Egyptian companies.
  - Implement and, if needed, enhance entry and exit policies to guide business selection for EEA support.
- **Outreach and Marketing:**
  - Outline methods to raise awareness of the EEA and attract qualified applicants.
  - Work closely with Banque Misr's Corporate Communication team to define the program branding criteria and ensure the effectiveness of the branding and outreach campaigns and the visibility of USAID and Banque Misr throughout these campaigns.
  - Create the EEA website and social media pages.
- **Operation:**

- Manage and co-implement with local service providers the EEA program modules for different phases of the accelerator, including gap analysis, mentoring, coaching, networking, sector training, export plan structuring, establishing buyer linkages, B2B, and export promotion activities, in addition to other activities required for enrolled companies to achieve export wins and sustain export activities.
- **Performance:**
  - Ensure the two scorecards methodology to measure the EEA's performance and that of its participant companies is being implemented and report progress to periodically to the EEA board.
- **Longevity:**
  - Define the yearly, quarterly, and monthly anticipated budget required for successful EEA implementation, including personnel fees and operating expenses during and beyond the contractor's period of performance
  - Secure different revenue streams to ensure the program's financial sustainability.
  - Explore novel revenue streams for the program including Private Sector Engagement (PSE), sponsorships, partnerships with leading international and local anchor firms.
  - Further Develop the International Buyer Center Service to launch it following the first year of implementation.

We expect that the contractor will phase out all its work with the EEA within two months of the end of the performance period, except for monitoring and required ad hoc support.

## **Key Personnel**

The following three key personnel positions are required. Key personnel cannot be replaced without prior approval from USAID TRADE. Any replacements need to meet the same position requirements. The contractor will need to ensure that performance is not affected by any personnel changes. The offerors are required to submit signed Letters of Commitment from each proposed key personnel stating that they are available and interested in fulfilling their position on the project. Below are minimum qualifications from the three key personnel positions.

### **Program Director**

Provides overall technical direction, quality assurance, client representation

Program Director must meet the following minimum requirements:

- A degree in a relevant field such as economics, business, finance, or other relevant or equivalent field (Master's preferred).
- Minimum of 10 years of progressively responsible experience managing complex trade related development programs or commercial export development in a developing country, preferably in the Middle East or North Africa.
- Excellent verbal and written communication skills in English are required.

### **Program Manager**

Responsible for daily program management, oversight and reporting to the Program Director

Program Manager must meet the following minimum requirements:

- A degree in a relevant field such as Economics, business, finance, or other relevant or equivalent field (Master's preferred).
- Minimum of 7 years of experience in developing and implementing and managing similar activities in a developing country.
- Minimum of 5 years of experience in a supervisory role with projects of similar size and complexity, or in the absence of having direct reports, strong evidence of ability to successfully manage teams.
- Excellent verbal and written communication skills in English and Arabic are required.

### **Finance & Sustainability Manager**

Responsible for ensuring the sustainability of the EEA, managing relations with potential sponsors, interested development agencies, and anchor firms.

Finance and Sustainability Manager must meet the following minimum requirements:

- A degree in a relevant field such as Economics, business, finance, or other relevant or equivalent field (Master's preferred).
- Minimum of 7 years of experience in developing and implementing and managing similar activities in a developing country.
- Excellent verbal and written communication skills in English and Arabic are required.

Additionally, the contractor should be able to offer a team of professionals with the following qualifications and proven track-record of expertise as follows:

- Trade and Export Specialists: Individuals with experience in international trade, export regulations, and market access.
- Business Development Experts: Professionals skilled in identifying export opportunities, market research, and business growth strategies.
- Export Management Experts: Professionals skilled in advisory introductions in global markets, lead generation and export sales.
- Project Managers: Team members who can oversee program execution, coordinate activities, and manage timelines.
- Financial Analysts: Experts in financial planning, budgeting, and cost analysis for export initiatives.
- Legal Advisors: Legal professionals familiar with trade laws, contracts, and compliance requirements.
- Marketing and Communication Specialists: Individuals who can promote the program, engage stakeholders, and create awareness.

### Fixed Fee Deliverables

The fixed fee deliverables listed below represent Palladium's key priorities with the Egyptian Export Accelerator. Bidders may present an alternative set of deliverables in their offer as long as they fulfill activity objectives.

#	Deliverable	Deadline	Percentage of Fee
01	Operation plan (including annual/quarterly/monthly budget allocation, recruitment plan, EEA launch plan, and communication plan, Update the Sector Analysis Study ).	30 days from Contract Start	5%
02	Onboarding of Companies in each of the three stages of the EEA. Numbers of companies per each stage (As per the suggest numbers of EEA Study attached) <ul style="list-style-type: none"> <li>• 20-30: Early Incubation in year one</li> <li>• 10-15: Early Accelerator in year one</li> <li>• 8-12: Mature Accelerator in year one</li> </ul>	As Achieved	10%
03	Development of Road Map Plan for each of the three stages Program: This shall include a road map for each stage of the EEA (type of technical support for each stage and a in depth analysis for the unique status of each company enrolled in each stage. The plan shall also include stakeholder engagement identify in detail how Banque Misr or different partners shall be included in the process step by step)	As determined by Operation Plan	15%
04	Quarterly Progress Report on the Learning curve of each company; including the development of each company, where it stands, if any export wins are achieved and also if the company will likely to continue or drop out of the EEA and why.. etc.	Due end of each Quarter	5%
05	Development of Roadmap plan for the Buyers Center	90 days before Contract End	10%
06	Graduation of the cohorts, either by exiting the program or joining the following stage	As Achieved	30%

07	Export Achievement on behalf of participant companies. Bidders shall offer target for example but not limited to (Export Revenues, Buyer's linkage, Certifications, training hours)	As Achieved	10%
08	Handover Plan (Detailing plan to transfer EEA to Banque Misr) Shall include ad hoc services including the Alumni services.	60 days before Contract End	5%
09	Final Report	30 days before Contract End	10%

## Evaluation and Award Process

The evaluation process will thus be as follows:

- 1) Offers that do not meet the minimum eligibility criteria or are missing required elements will be eliminated.
- 2) The Technical Proposal and Past Performance will be reviewed by the Technical Evaluation Committee and the Cost Proposal will be reviewed by the Cost Evaluation Committee
- 3) Both committees will determine follow up questions about the proposals, bidders will be given the opportunity to answer questions before the proposals are scored.
- 4) If there is no clear choice of awardee a shortlist of 2 – 3 bidders may be selected to submit a Best and Final Offer (BAFO) with revisions to the Technical and Costs Proposals.
- 5) Bidders will be given the opportunity to present their BAFO offers to the selection committees.
- 6) A final selection will be made based on the criteria listed below.

Proposals must meet the following minimum eligibility criteria to be considered eligible:

- Companies must meet the Source, Origin, and Nationality requirements detailed below.
- All documents must be submitted as per the instructions below.
- Offerors must demonstrate:
  - Their ability to pass Palladium's due diligence standards.
  - That they are not barred from working with the US government.

Evaluations will be made on a best value, trade off basis. A selection committee will review the technical approach, personnel qualifications, management approach, and past performance. The selection criteria are based on the following:

1. Technical Approach: The extent to which the Offeror presents an integrated and realistic approach to implementing the EEA, demonstrating a clear understanding of the program and the Egyptian operating context, and presenting the highest probability of success in achieving increased exports from EEA-enrolled companies and sustainability for the EEA beyond the consultancy.
2. Personnel qualifications: The extent to which the Offeror's proposed Key Personnel complement the Technical Approach, possessing demonstrative capacity to carry out the proposed technical and managerial tasks, and a roster of complementary technical experts.
3. Management approach: The extent to which the Offeror's Staffing Plan and Organizational Capacity, complement the Technical Approach.
4. Past Performance: Past performance information about the offeror's experience conducting and managing similar activities will be used for both the responsibility determination and best value decision. Palladium may use performance information obtained from other than the sources identified by the offeror.

Each Cost Proposal will be evaluated but will not be assigned a rating. The proposed cost/price will be evaluated for reasonableness and realism in accordance with FAR 15.404. Evaluation of the Cost Proposal will include a cost analysis to establish reasonableness of the Offeror's price (including the reasonableness of the fee proposed); a cost realism analysis to determine what the Palladium should realistically expect to pay for the proposed effort, the Offeror's understanding of the objective, and the Offeror's ability to perform the contract in accordance with the proposed technical approach; and price analysis (cost plus fixed fee) to verify that the overall price offered is fair and reasonable. As a result of the cost/price analysis a probable cost will be developed for each offer. The probable cost will be used for purposes of evaluation to determine the best value.

A cost evaluation will not be performed on Offerors whose technical proposal is not deemed technically acceptable.

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.

### **Instructions to the Offerors**

Bidders are instructed to submit their proposal in three parts as detailed below including the Technical Proposal, Cost Proposal, and Additional documentation.

#### **Technical Proposal**

Technical proposal will consist of technical approach, staffing plan, and management approach, please limit your technical proposal to no more than fifteen (15) pages.

- The Technical Approach must clearly outline and explain the proposed activities tasks to be completed, describing the overall approach to implementing the EEA plan. The approach must be comprehensive, outlining the composition of the entire project team, and demonstrate how the Staffing Plan complements the Technical Approach.
- The Staffing Plan must demonstrate an appropriate balance of skills and include a table with the anticipated Level of Effort (LOE) broken down by type of proposed personnel (e.g., Key Personnel, long-term expatriate, long-term local, short-term expatriate, short-term local). In the Staffing Plan, up to three (3) Key Personnel can be proposed, two of which have to be identified in the proposal (offerors are, however, encouraged to secure and propose candidates for all three key personnel positions): the Program Director and the Program manager (CVs must be provided as attachments and do not count as part of the 15-slide limit). The Offeror must explain how each Key Personnel will contribute to achieving the goal of the EEA, outlining the minimum requirements for the position, and roles and responsibilities. The offeror must provide Letters of Commitment for named Key Personnel.
- The Management Approach details how the offeror will ensure quality and timely submission of deliverables and must demonstrate how its Organizational Capacity supports the Technical Approach. The Offeror must provide information to demonstrate its experience with executing export development and/or accelerator and incubator programs. (Included in the 15 page limit).
- Past Performance. Offerors must submit a past performance statement with previous experience in managing similar projects. 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.

#### **Cost Proposal**

Offerors must submit a separate Cost Proposal and include the following information. Offerors are asked to sequentially number pages in the Cost Proposal; however, at a minimum they must clearly identify each Section of the Cost Proposal and provide a table of contents so that the individual sections (budget spreadsheets, budget narrative, and all annexes) are easily identifiable. Failure to include all information, or to organize the cost proposal in the manner prescribed, may result in rejection of the proposal as being unacceptable. The following guidance is provided with respect to the organization of the cost proposal.

- Cost Proposal. The Offeror must submit a CPFF completion-type detailed budget for the accomplishment of the activities proposed to implement the EEA. This part of the Cost Proposal must include the following information: detailed budgets, budget notes and supporting documents (e.g. documents that support the calculation of costs included in the spreadsheets such as Negotiated Indirect Cost Rate Agreements (NICRA), Bio-data sheets, etc.). An illustrative budget template has been provided in Annex B. Include in your Cost Proposal sufficient detail to support

and explain all costs proposed, giving figures and narrative explanation (a line-item narrative is requested for each of the budget line items included). Since an award may be made without further discussion, this data must be submitted with your proposal. The Offeror must provide the Cost Proposal budgets in unprotected Microsoft Office Excel Worksheets. The budget must be completed in the format provided in Annex B.

- The cost proposal should at minimum cover personnel costs (labor, fringe, allowances), international consultants, travel costs for both international consultants and any trade missions for participating exporters, and event space for any large-scale trainings.
- All costs related to project offices, assets (laptops/cell phones), finance experts, and marketing & branding will be provided directly by Banque Misr.
- Costs related to local experts will be provided by the local partners.

#### **Additional Documentation**

- Due Diligence Questionnaire (Annex D)
- Pre-Award Risk Assessment Questionnaire (Annex G)
- Certifications (Annex H)

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>

#### **Accounting System and Internal Controls**

In order to implement a cost reimbursement-type contract under U.S. Government funding, the implementer must have an adequate accounting system and internal controls.

Evidence of an adequate accounting system should include a written opinion or other statement from either (1) a U.S. Government-contracted auditor, (2) a cognizant U.S. Government agency official, or (3) a U.S. Government Prime Recipient or Prime Contractor that has issued the implementer a cost-type agreement and has conducted an audit to determine that the system is adequate (please provide such a report or audit for Palladium's review).

If you do not have an accounting system that has been determined to be adequate by any of the above three reviewers but you believe your accounting system is adequate, you must state this in your cost volume submission to Palladium and will be required to complete a risk assessment questionnaire. As part of the proposal or application process Palladium will review your submission and may require an independent audit or review of your accounting system before the award. If Palladium determines that your accounting system or system of internal controls is not adequate due to correctable issues/deficiencies, Palladium may include additional terms and conditions in any resulting agreement and require that a corrective action plan be put in place to correct any deficiencies. Palladium shall not award cost type contracts or awards if the implementer's accounting system is deemed inadequate unless Palladium determines that the action plan for correcting the accounting system is timely and acceptable and issues may be mitigated through additional terms and conditions in the interim. In the case where an implementer's systems are deemed totally inadequate for cost type agreements, Palladium may at its sole discretion consider other than a cost reimbursement-type mechanism to contract with.

#### **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.

- Annex A – Egyptian Export Accelerator Design
- Annex B – Cost Proposal
- Annex C - Past Performance Formats
- Annex D - Due diligence form
- Annex E - Business Partner Code of Conduct
- Annex F – CPFF Contract Template
- Annex G – Pre-Award Risk Assessment
- Annex H – Certifications

All attachments can be found using one of the following links:

[Egypt Export Accelerator \(EEA\)](#)

[https://palladiumgroup-my.sharepoint.com/:f:/g/personal/ian\\_wetherald\\_thepalladiumgroup\\_com/Ej9cuaGEJgNjvJBZmeAd40oBZ7yU0rbGmtq800GswvN1AQ](https://palladiumgroup-my.sharepoint.com/:f:/g/personal/ian_wetherald_thepalladiumgroup_com/Ej9cuaGEJgNjvJBZmeAd40oBZ7yU0rbGmtq800GswvN1AQ)

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.

## 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.