Request for Quote/Proposals (RFQ/RFP)

Amendment #1

This RFP Amendment #1 is being issued to extend the date proposals are due to September 18, 2023.

<table>
<thead>
<tr>
<th>Commodity/Service Required:</th>
<th>Public-Private Partnership (PPP) Legal Expert</th>
</tr>
</thead>
<tbody>
<tr>
<td>Type of Procurement:</td>
<td>Consultant Contract</td>
</tr>
<tr>
<td>Type of Contract:</td>
<td>Fixed Price/Deliverables Based</td>
</tr>
<tr>
<td>Term of Contract:</td>
<td>October 1, 2023 - September 30, 2024</td>
</tr>
<tr>
<td>Contract Funding:</td>
<td>USAID Contract No. 72049221C00001</td>
</tr>
<tr>
<td>This Procurement supports:</td>
<td>USAID-PNG Electrification Partnership (PEP) Activity</td>
</tr>
<tr>
<td>Submit Proposal to:</td>
<td><a href="mailto:procurement@png-pep.org">procurement@png-pep.org</a></td>
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<tr>
<td></td>
<td>Copy Steve Warnock@ <a href="mailto:swarnock@png-pep.org">swarnock@png-pep.org</a></td>
</tr>
<tr>
<td>Date of Issue of RFP:</td>
<td>August 25, 2023</td>
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<tr>
<td>Date Questions from Supplier Due:</td>
<td>August 31, 2023</td>
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<tr>
<td>Date Proposals Due:</td>
<td>September 18, 2023</td>
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<tr>
<td>Approximate Date Purchase Order Issued to Successful Bidder(s):</td>
<td>September 29, 2023</td>
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Method of Submittal:

Submit proposal via e-mail with attached documents in MS Word/pdf format. Email to procurement@png-pep.org.

Copy Steve Warnock @ swarnock@png-pep.org

The Bidder/Seller agrees to hold the prices in its proposal firm for 60 days from the date specified for the receipt of proposals unless another time is specified in the addendum of the RFP.

Solicitation Number: PEP RFP-2023-002

Attachments to RFP:

1. Attachment A: Statement of Work
2. Attachment B: Instructions to Bidders/Sellers
3. All PO Terms and Conditions are listed on our website at: https://www.rti.org/sites/default/files/rti-purchase-order-terms-and-conditions-v1.16.pdf, http://www.rti.org/files/PO_FAR_Clauses.pdf or for commercial items: http://www.rti.org/files/PO_FAR_Clauses_Commercial_Items.pdf (hereinafter the “Terms”). Supplier’s (bidder’s) delivery of products, performance of services, or issuance of invoices in connection with this purchase order establishes Supplier’s (bidder’s) agreement to the Terms. The Terms may only be modified in writing signed by both parties.

All bidders/sellers are responsible to carefully review each attachment and follow any instructions that may be relevant to this procurement.
Attachment A: Statement of Work

Description of Activity/Service:

RTI International (RTI) is implementing the USAID-PNG Electrification Partnership Activity (USAID-PEP), a five-year project funded by the United States Agency for International Development (USAID). The project aims to help PNG achieve its goal of connecting 70% of its population to electricity by 2030. To accomplish this goal, RTI aims to reach a target of at least 200,000 new off-grid household electricity connections and institutionalize key strategies that will enable PNG to achieve such by the end of the Activity. USAID-PEP is delivered through four main objectives: (1) Demonstrate measurable increase in PNG Power Limited’s financial viability and operational efficiency, (2) Develop viable off-grid electrification models, (3) Demonstrate measurable improvement in PNG’s regulator, and (4) Catalyze private investment for energy projects.

As part of Objective 4, Catalyze Private Investment for Energy Projects, USAID-PEP is committed to enhancing private sector engagement in Papua New Guinea’s energy sector. In pursuit of this goal, USAID PEP is seeking a highly skilled and experienced PPP Legal Expert. This role aims to provide legal and advisory services necessary to structure and implement PPP projects in PNG’s energy sector. In addition, facilitate similar infrastructure transactions in the future by establishing valid and viable framework and improving the capacity of the implementing public bodies.

Product or Service Expectations:

1. Framework Development

   (a) Evaluate the legal feasibility of employing model PPP agreements in term sheet format for both off-grid and on-grid projects supported by USAID-PEP. This evaluation should encompass relevant laws, administrative issuances, regulations, and policies, and their impact on the proposed PPP arrangement, as well as the capability and legal capacity of the relevant public entity to oversee project implementation once operational.

   (b) Conduct policy and institutional assessment, including the role of regulatory bodies in project execution to ascertain the feasibility and effectiveness of the proposed PPP structure for the designated project. This assessment should consider labor laws and related legislation requirements.

   (c) Conduct a project risk analysis, which includes identifying and addressing licensing, permitting, and other legal risks for each PPP option.

2. PPP Project Structure and Transaction:

   (a) Develop and provide the legal framework and structure for prioritized transactions, drawing from current feasibility studies and business cases. This entails specifying the: (1) type of PPP contract to be used (e.g., BT, BOT, BTO, etc.); (2) investment commitments to be required, their characteristics and management; (3) investment plan, how, where and when investments
will be made, and (4) type of public sector support required, including terms and conditions, when necessary.

(b) If required under USAID-PEP assistance to its partners, recommend appropriate bid strategy in accordance with relevant laws and regulations. Draft all necessary bid/tender documents, including the information memorandum; draft PPP contract between the relevant public body and the private sector, and bid evaluation criteria to facilitate the project’s bidding process (with reference to recent feasibility studies and business cases as source material).

(c) Provide advice regarding potential legal concerns related to the PPP arrangement that should be considered during project preparation, tendering, and implementation.

(d) Prepare execution copy of the PPP Agreement in accordance with relevant law(s).

(e) As part of developing model PPP contract terms sheets, coordinate with IFC, World Bank, ADB and other relevant development partners engaged in ongoing PPP projects, if applicable.

3. **Knowledge Sharing**: Conduct knowledge sharing sessions or project “lessons learned” sessions to facilitate the transfer of knowledge to pertinent public entities and stakeholders.

**Period of Performance**: October 1, 2023, to September 30, 2024.

**Travel**: The PPP Legal Expert will occasionally need to undertake short-term travel to Papua New Guinea. Travel expenses resulting from this assignment will be reimbursed according to the prevailing rates specified in the most recent edition of the Federal Travel Regulations (FTR).

**Deliverables, Timelines, Special Terms and Conditions:**

1. Draft legal and regulatory framework evaluation on model PPP arrangements for both on-grid and off-grid, which include the legal capacity of the project implementors and involvement of regulators.

2. Develop risk allocation matrix that includes standard/normal practice risk allocation for both on-grid and off-grid projects.

3. Draft guidelines in developing and reviewing PPP contracts (i.e., deal maker/breaker, KPI monitoring, etc.)

4. Draft model PPP contracts terms sheets and other related contractual documents for prioritized transactions

5. Conduct knowledge sharing sessions or project “lessons learned” sessions to facilitate the transfer of knowledge to pertinent public entities and stakeholders
### Pricing

<table>
<thead>
<tr>
<th>Item #</th>
<th>Quantity to be Purchased</th>
<th>Services Specifications</th>
<th>Unit of Measure</th>
<th>Unit Fixed Price (Each)</th>
<th>Total Fixed Price (Each)</th>
</tr>
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<tbody>
<tr>
<td>1</td>
<td>1</td>
<td>Deliverable 1: No later than 30 days from contract award date</td>
<td>Lumpsum</td>
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<tr>
<td>2</td>
<td>1</td>
<td>Deliverable 2: No later than 60 days from contract award date</td>
<td>Lumpsum</td>
<td></td>
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<tr>
<td>3</td>
<td>1</td>
<td>Deliverable 3: No later than 60 days from contract award date</td>
<td>Lumpsum</td>
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<tr>
<td>4</td>
<td>1</td>
<td>Deliverable 4:</td>
<td>Lumpsum</td>
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<td>Deliverable 5:</td>
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</table>

**Total Value**

By signing this attachment, the bidder confirms he has a complete understanding of the specifications and fully intends to deliver items that comply with the above listed specifications.

**Signature:**

**Title:**

**Date:**

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Attachment A
Attachment B: Instructions to Bidders

1. **Procurement Narrative Description:** The Buyer (RTI) intends to purchase commodities and/or services identified in Attachment A. The Buyer intends to purchase the quantities (for commodities) and/or services (based on deliverables identified in a Statement of Work). The term of the Ordering Agreement shall be from Award Date to the Delivery date of the Offeror unless extended by mutual agreement of the parties. The Buyer intends to award to a single “approved” supplier based on conformance to the listed specifications, the ability to service this contract, and selling price. We reserve the right to award to more than one bidder. If an Ordering Agreement is established as a result of this RFQ/RFP, supplier understands that quantities indicated in the specifications (Attachment A) are an estimate only and RTI does not guarantee the purchase quantity of any item listed.

2. **Procuring Activity:** This procurement will be made by Research Triangle Institute (RTI International), located at

   1st Floor, Gordons Business Centre, Hohola
   P.O. Box 209, Vision City
   Port Moresby, National Capital District
   Papua New Guinea

   who has a purchase requirement in support of a project funded by

   United States Agency for International Development

   RTI shall award the initial quantities and/or services and any option quantities (if exercised by RTI) to Seller by a properly executed Purchase Order as set forth within the terms of this properly executed agreement.

3. **Proposal Requirements.** All Sellers will submit a quote/proposal which contains offers for all items and options included in this RFQ/RFP. All information presented in the Seller’s quote/proposal will be considered during RTI’s evaluation. Failure to submit the information required in this RFQ/RFP may result in Seller’s offer being deemed non-responsive. Sellers are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach RTI’s office designated in the RFQ/RFP by the time and date specified in the RFQ/RFP. Any offer, modification, revision, or withdrawal of an offer received at the RTI office designated in the RFQ/RFP after the exact time specified for receipt of offers is “late” and may not be considered at the discretion of the RTI Procurement Officer. The Seller’s proposal shall include the following:

   | (a) | The solicitation number: |
   | (b) | The date and time submitted: |
   | (c) | The name, address, and telephone number of the seller (bidder) and authorized signature of same: |
   | (d) | Validity period of Quote |
   | (e) | 1. Please provide details of your previous work that is relevant and useful for the successful completion of the tasks described in this RFP. Explain how your past experience will help you achieve the desired outcomes and meet the expectations of this project. |
   | | 2. Detailed resume |
3. Please provide three references from recent and relevant contracts involving the same or similar work as specified in this RFP. Include the names, contact details of the points of contact for each reference, and any other relevant information highlighting your performance and work quality.

(f) If RTI informs Seller that the Commodity is intended for export and the Commodity is not classified for export under Export Classification Control Number (ECCN) “EAR99” of the U.S. Department of Commerce Export Administration Regulations (EAR), then Seller must provide RTI the correct ECCN and the name of Seller’s representative responsible for Trade Compliance who can confirm the export classification.

(g) Terms of warranty describing what and how the warranties will be serviced

(h) Special pricing instructions: Price and any discount terms or special requirements or terms (special note: pricing must include guaranteed firm fixed prices for items requested.

(i) Payment address or instructions (if different from mailing address)

(j) Acknowledgment of solicitation amendments (if any)

(k) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including points of contact with telephone numbers, and other relevant information)

(l) Special Note: The Seller, by his response to this RFQ/RFP and accompanying signatures, confirms that the terms and conditions associated with this RFQ/RFP document have been agreed to and all of its attachments have been carefully read and understood and all related questions answered.

4. Forms: Sellers (potential bidders or suppliers) must record their pricing utilizing the format found on Attachment “A”. Sellers must sign the single hardcopy submitted and send to address listed on the cover page of this RFQ/RFP.

5. Questions Concerning the Procurement: All questions in regard to this RFP should be directed to

USAID-PEP Procurement, Steve Warnock, Deputy Chief of Party, Operations and Compliance

at this email address:

procurement@png-pep.org

Copy Steve Warnock @ swarnock@png-pep.org

The cut-off date for questions is.

August 31, 2023

6. Notifications and Deliveries: Time is of the essence for this procurement. Seller shall deliver the items or services no later than the dates set forth in the contract that will be agreed by both parties as a result of this RFQ/RFP. The Seller shall immediately contact the Buyer’s Procurement Officer if
the specifications, availability, or the delivery schedule(s) changes. Exceptional delays will result in financial penalties being imposed on Seller.

7. **Documentation**: The following documents will be required for payment for each item:
   (a) A detailed invoice listing purchase order number, bank information with wiring instructions (when applicable)
   (b) Packing list
   (c) All relevant product/service documentation (manuals, warranty doc, certificate of analysis, etc.)

8. **Payment Terms**: Refer to RTI purchase order terms and conditions found in [https://www.rti.org/sites/default/files/rti-purchase-order-terms-and-conditions-v1.16.pdf](https://www.rti.org/sites/default/files/rti-purchase-order-terms-and-conditions-v1.16.pdf), [http://www.rti.org/files/PO_FAR_Clauses.pdf](http://www.rti.org/files/PO_FAR_Clauses.pdf), or [http://www.rti.org/files/PO_FAR_Clauses_Commercial_Items.pdf](http://www.rti.org/files/PO_FAR_Clauses_Commercial_Items.pdf). Payment can be made via wire transfer or other acceptable form. Sellers (bidders) may propose alternative payment terms and they will be considered in the evaluation process.

9. **Alternative Proposals**: Sellers (bidders) are permitted to offer “alternatives” should they not be able to meet the listed requirements. Any alternative proposals shall still satisfy the minimum requirements set forth in Attachment A, Specifications.

10. **Inspection Process**: Each item shall be inspected prior to final acceptance of the item. All significant discrepancies, shortages, and/or faults must be satisfactorily corrected and satisfactorily documented prior to delivery and release of payment.

11. **Evaluation and Award Process**: The RTI Procurement Officer will award an agreement contract resulting from this solicitation to the responsible Seller (bidder) whose offer conforms to the RFQ/RFP and will be most advantageous to RTI, price and other factors considered. The award will be made to the Seller representing the best value to the project and to RTI. For the purpose of this RFQ/RFP, price and past performance when combined are significantly more important than price for the purposes of evaluating and selecting the “best value” awardee. RTI intends to evaluate offers and award an Agreement without discussions with Sellers. Therefore, the Seller’s initial offer should contain the Seller’s best terms from a price and technical standpoint. However, RTI reserves the right to conduct discussions if later determined by the RTI Procurement Officer to be necessary. The evaluation factors will be comprised of the following criteria:

   (a) **PRICE – 30 Points.** Lowest evaluated ceiling price.

   (b) **TECHNICAL – 40 Points.** Services offered shall satisfy or exceed the specifications described in RFQ/RFP Attachment A. The Technical factor will be assessed based on the Seller’s resume and response to the following requirements: provide details of your previous work that is relevant and useful for the successful completion of the tasks described in this RFP. Explain how your past experience will help you achieve the desired outcomes and meet the expectations of this project.

   (c) **PAST PERFORMANCE – 30 Points.** Seller can demonstrate his/her capability and resources to provide the items/services requested in this solicitation in a timely and responsive manner.

   (d) **OTHER EVALUATION CRITERIA.**

   N/A
12. **Award Notice.** A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful supplier within the time acceptance specified in the offer, shall result in a binding contract without further action by either party.

13. **Validity of Proposal.** This RFP in no way obligates RTI to make an award, nor does it commit RTI to pay any costs incurred by the Seller in the preparation and submission of a proposal or amendments to a proposal. Your proposal shall be considered valid for **60** days after submission.

14. **Representations and Certifications.** Winning bidders under a US Federal Contract are required to complete and sign the RTI Representations and Certifications for award values over $10,000.

15. **Anti-Kick Back Act of 1986.** Anti-Kickback Act of 1986 as referenced in FAR 52.203-7 is hereby incorporated into this Request for Proposal as a condition of acceptance. If you have reasonable grounds to believe that a violation, as described in Paragraph (b) of FAR 52.203-7 may have occurred, you should report this suspected violation to the RTI’s Ethics Hotline at 1-877-212-7220 or by sending an e-mail to ethics@rti.org. You may report a suspected violation anonymously.

16. **The John S. McCain National Defense Authorization Act for fiscal year 2019 – section 889.** RTI cannot use any equipment or services from specific companies, or their subsidiaries and affiliates, including Huawei Technologies Company, ZTE Corporation, Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, Aventura Technologies, Kaspersky Lab – Russian hardware & software products, and Dahua Technology Company (“Covered Technology’’). In response to this request for proposal, please do not provide a quote which includes any Covered Technology. Any quote which includes Covered Technology will be deemed non-responsive. Additionally, if the United States Government is the source of funds for this RFP, the resulting Supplier (bidder) shall not provide any equipment, system, or service that uses Covered Technology as a substantial or essential component.

**Acceptance:**

Seller agrees, as evidenced by signature below, that the seller’s completed and signed solicitation, seller’s proposal including all required submissions and the negotiated terms contained herein, constitute the entire agreement for the services described herein.

By: (Prospective Consultant)
Signature: __________________________________________________________
Title: ____________________________
Date: ____________________________