

## Request for Proposal (RFP) **Amendment 1**

Commodity/Service Required:	<b>NORTH MACEDONIA ENERGY SECTOR TECHNICAL ASSISTANCE</b>
Type of Procurement:	One-time procurement
Type of Contract:	Time & Materials
Term of Contract:	October 2022 through June 2024
Contract Funding:	USAID
Anticipated Contract Value	\$750,000
This Procurement supports:	Connect for Growth (C4G)
Submit Proposal to:	c4gpmu@rti.org
Date of Issue of RFP:	Friday, August 5th, 2022
Date Questions from Supplier Due:	Friday, August 12 <sup>th</sup> , 2022, 11:59pm ET
Date Proposal Due:	<del>Friday, August 19<sup>th</sup>, 2022, 11:59pm ET</del> <b>Wednesday, August 24, 2022, 11:59pm ET</b>
Approximate Date Subcontract Issued to Successful Bidder(s):	Friday, September 30 <sup>th</sup> , 2022

<b>Method of Submittal:</b>	
Email Submission to c4gpmu@rti.org	
Respond via e-mail with attached document in <del>MS Word</del> pdf format and <b>MS Excel</b> .	
Solicitation Number	C4G-RFQ-P-2022-08

**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](http://www.rti.org/files/PO_FAR_Clauses.pdf) or for commercial items:  
[http://www.rti.org/files/PO\\_FAR\\_Clauses\\_Commercial\\_Items.pdf](http://www.rti.org/files/PO_FAR_Clauses_Commercial_Items.pdf) (hereinafter the “Terms”).  
 Supplier’s delivery of products, performance of services, or issuance of invoices in connection with this Subcontract establishes Supplier’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

## Commodity Specifications or Statement of Work

### Statement of Work

Description of Activity/Service:

#### **About Connect for Growth**

The USAID Connect for Growth (C4G) project is a five-year USAID project focusing on strengthening energy security and resilience in the Europe and Eurasia (E&E) region as part of the U.S.-Europe Energy Bridge. C4G provides technical guidance, recommendations, and support for energy market development, regional integration and reforms; diversified and efficient resource utilization and planning; and resilient energy systems to advance USAID's goal of increasing connectivity and cooperation in the energy sector between partner countries and the EU. C4G aims to quickly and effectively respond to emerging issues and technical needs in partner countries impacting the regional energy sector and critical infrastructure through three objectives.

#### *C4G Objective 1: Strengthened Governance of Domestic and Integrated Regional Energy Markets*

Under this objective, C4G covers tasks that support market liberalization and transparency, fair and open procurement practices, cross-border trade, and consumer protection. C4G provides technical assistance to operationalize and target sub-regional markets, advises on regional energy market policies, supports public education for consumer protection and regulatory change, and advances market coupling and power exchanges.

#### *C4G Objective 2: Reduced Dependence on Energy Sources Controlled by Malign Actors*

This line of effort covers tasks that enhance regional energy security and support planning and investment to reduce the region's dependence on malign-controlled energy sources and financing. C4G provides technical assistance across legal and regulatory frameworks, transaction support, renewable energy feasibility studies, and facilitates investments.

#### *C4G Objective 3: Improved Energy System Resilience*

This objective focuses on tasks that ensure energy institutions effectively plan for and respond to: emergencies, supply disruptions, other potential threats to system stability, and technological changes impacting the energy sector. C4G provides technical assistance to support regularly and emergency response frameworks, critical infrastructure threat monitoring, risk assessments and long-term mitigation planning, and improves the management practices of utilities to promote sustainability and resilience.

#### **Scope of Work**

The scope of activities that the subcontractor may be asked to undertake in North Macedonia could include:

- Legislative support such as:

- Tracking and helping to respond to concerns raised about the proposed amendments to the Energy Law. This will include periodic updates on the status of amendments and comments received, as well as any amendments made to the law.
- Assisting with the crafting of a new Law on Strategic Investments that will help to improve the likelihood of successful investment attraction into the energy sector from credible private sources, on a transparent and competitive basis that balances the needs of the state of North Macedonia with investor protection, and investment facilitation.
- Providing guidance and helping to craft necessary secondary legislation to implement legal provisions impacting the energy sector.
- Communication with stakeholders to advocate for changes to the legal framework that are in line with the energy community *acquis* and the Clean Energy Package, including Just Energy Transition.
- Regulatory support for the Energy and Water Services Regulatory Commission (ERC) such as:
  - Development and advocacy of normative regulations that support the ERC.
  - Advising on other elements of regulation such as licensing and tariff setting for electricity, natural gas and possibly heating services.
  - Assisting with effective monitoring of electricity markets such as through the effective implementation of the REMIT regulation.
  - Advising on regulatory matters associated with electricity market development including supporting the ERC to carry out its mandated role to support electricity market development.
  - Support ERC in all public outreach/communication activities to clearly communicate reform efforts and energy conservation related to ongoing energy crisis.
- Technical support to promote clean energy development, such as:
  - Review of pre-feasibility and feasibility studies for new clean energy projects, as well as proposals received by the Government of North Macedonia.
  - Advising and supporting auctions undertaken to promote clean energy development.
  - Assessing technical interconnection of new projects to the transmission or distribution networks, as well as the process used to consider request for network connection.
  - Supporting revision of network codes to ensure that they are well suited for clean energy development requirements.
- Technical support for energy and environmental planning, such as:
  - Supporting development of one or more plans that promote clean energy development and decarbonization including technical (engineering aspects), economic, financial, and environmental considerations.
  - Providing support to design and implement carbon pricing mechanisms or trading schemes in North Macedonia.
- Electricity market development in North Macedonia, such as:
  - Advising MEPSO, MEMO and the regulator to implement the day-ahead and intra-day markets (or in the case of the balancing market to support revision as warranted).
  - Supporting the MEMO to become operational as the power exchange for North Macedonia.
  - Providing legal services to craft various agreements that may be required to support electricity market development and operationalize the power exchange.

- Cross-border market development, such as:
  - Supporting market coupling of the electricity market of North Macedonia with Greece, Bulgaria, Albania/Kosovo and/or Serbia. This support includes technical (engineering), economic, financial and possibly legal support services.
- Performance improvement for state enterprises, such as:
  - Supporting NER/GAMA successor organization to operate effectively as a TSO, including supporting certification by the Energy Community Secretariat.
  - Assisting with other enterprise-level reform efforts at ESM, MEPSO and/or MEMO.
- Planning and monitoring of winter energy matters, such as:
  - Security of supply for electricity, natural gas, and heating fuels.
  - Early warning of pending risks to the security of supply.
  - Crisis management planning and support.
  - Tracking the financial impact on key enterprises during the winter season.
- General capacity building for counterpart institutions in North Macedonia (e.g., Ministry of Economy, ERC, state enterprises such as MEPSO, MEMO and ESM, or NER/GAMA successor organization or others as warranted) including advisory support and training.
- Coordination with other C4G regional activities in North Macedonia.
- Logistical support for the C4G, such as helping to organize meetings, counterpart trainings, arranging translations, as well as other activities as requested by C4G.

**Period of Performance**

It is expected that this work will begin early October 2022 and be completed by June 2024, with the possibility of extension through 2026.

## Attachment “B” Instructions to Bidders/Sellers (Amendment 1)

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. If an Ordering Agreement is established as a result of this 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

3040 East Cornwallis Road, Research Triangle Park, NC 27709-2194
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*(insert full address of the office)*

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

United States Agency for International Development
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*(insert client’s name)*

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

3. **Proposal Requirements.** All Sellers will submit a proposal which contains offers for all items and options included in this RFP. All information presented in the Seller’s proposal will be considered during RTI’s evaluation. Failure to submit the information required in this 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 RFP by the time and date specified in the RFP. Any offer, modification, revision, or withdrawal of an offer received at the RTI office designated in the 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)	A cover page with date of submission and the name, address, and contact information of the seller (bidder) and authorized signature of same
(b)	An overview of the firm’s organizational structure, personnel, and years conducting business in the energy sector in North Macedonia (not to exceed 2 pages)
(c)	A description of the firm’s technical expertise and capabilities to be able to respond to <b>as many of</b> the potential areas of support in the SOW (not to exceed 3 pages)
(d)	<p>A management approach (2 pages) describing <b>how the subcontractor proposes to manage technical delivery and implementation, including:</b></p> <ul style="list-style-type: none"> <li>How the subcontractor plans to engage with local counterparts</li> <li>How the subcontractor proposes to engage with RTI as the prime contractor and <del>client</del> <b>the USAID North Macedonia Mission.</b></li> <li>How the subcontractor will assure quality control of their work products</li> </ul>

	<ul style="list-style-type: none"> <li>• How the subcontractor handles risk management including assessing delivery risks and their approach towards risk mitigation</li> <li>• How the subcontractor guards against conflicts of interest</li> <li>•</li> </ul>
(e)	A staffing table (using template below) with the personnel that the firm proposes to make available to C4G from the beginning of the contract, including subject matter expertise of the person, and years of relevant experience of each person,
(f)	CVs for 4 of the staff the subcontractor proposes to engage the most in response to the SOW.
(g)	Three past performance references for similar work conducted over the past 5 years, with particular emphasis on work funded by USAID and for local institutions/beneficiaries (including points of contact with telephone numbers, and other relevant information)
(h)	A detailed budget (labor and materials) and accompanying budget narrative presenting the offeror’s budget. USAID 1420 biographical biodata forms are required to accompany personnel proposed in the detailed budget. The loaded daily rates shall include the Subcontractor’s direct wages (ie. employee salary), taxes, fringe, indirect costs, general and administrative cost, and profit/fee. Unloaded portions of daily rates must adhere to the Year 4 ceiling daily rates (CDRs) provided in Annex 1 to this RFP. Offerors must be ready to provide a breakdown of the included components of the fully loaded labor rates and the unburdened amount, in order to ensure compliance with CDRs..
(i)	<b>Unique Entity Identifier (UEI):</b> In order to receive US Government funding, prospective contractors and subcontractors are required to obtain a UEI through the US Government System for Award Management (SAM) system. Please request one through SAM and provide the UEI (if obtained by the date of offer) or evidence that the UEI has been requested. Options exist in SAM to apply for full registration or only to obtain the UEI. You may apply for full registration, but your organization is only required to request a UEI. The SAM site and UEI/SAM registration request link can be found at <a href="https://sam.gov">SAM.gov   Entity Registrations</a> . Further guidance may be provided upon request.
	<b>Special Note:</b> <i>The Seller, by his response to this RFP and accompanying signatures, confirms that the terms and conditions associated with this RFP have been agreed to and all of its attachments have been carefully read and understood and all related questions answered.</i>

3 (e)- Staffing table format

Staff name	Years of relevant experience	Legislative support	Regulatory support	Clean energy development	Energy and environmental planning	Electricity market development	Cross-border market development	Performance improvement for state enterprises	Crisis management planning and response	Training and capacity building	Logistical support
<i>e.g. John</i>	<i>12</i>	X		X	X	X			X	X	

Smith											
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4. **Questions Concerning the Procurement.** All questions in regards to this RFP to:

Pablo Torres and Matthew Ault

at this email address:

c4gpmu@rti.org

The cut-off date for questions is:

Friday, August 12, 2022, 11:59pm Eastern Time

5. **Documentation:** The documents required for payment include:

- (a) A detailed invoice listing Subcontract Number, Bank information with wiring instructions (when applicable)
- (b) A breakdown of individual labor charges and other direct and indirect costs by activity
- (c) Signed and verified timesheet documentation
- (d) Backup documentation for other direct costs incurred.

8. **Payment Terms:** Refer to RTI Subcontract terms and conditions found in <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 may propose alternative payment terms and they will be considered in the evaluation process.

9. **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.

10. **Evaluation and Award Process:** The RTI Procurement Officer will issue a single award in response to this RFP. The award will be made to the Seller representing the **best value** to the project and to RTI. For the purpose of this RFP, price, technical, and past performance evaluation criteria are of equal importance 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. 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.** A detailed budget, inclusive of personnel loaded daily rates and other direct cost assumptions.
- (b) **TECHNICAL.** Corporate capabilities, expertise of the personnel proposed, and management approach to technical delivery and implementation.
- (c) **PAST PERFORMANCE** – Demonstrating successful/satisfactory delivery of similar recent projects.

11. **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.
12. **Validity of Offer.** 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 90 days after submission.
13. **Representations and Certifications.** Winning suppliers under a US Federal Contract are required to complete and sign as part of your offer RTI Representations and Certifications for values over \$10,000.
14. **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](mailto:ethics@rti.org). You may report a suspected violation anonymously.
15. **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, 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 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: *(Seller Company Name)*

Signature: \_\_\_\_\_

Title:

Date:



Annex 1. Labor Categories and Unburdened Ceiling Daily Rates

No	Labor Category	Level	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7
1	Director	Senior	\$715.12	\$736.57	\$758.67	\$781.43	\$804.87	\$829.02	\$853.45
		Mid	\$526.32	\$542.11	\$558.37	\$575.12	\$592.38	\$610.15	\$628.45
2	Financial Advisor	Senior	\$698.00	\$718.94	\$740.51	\$762.72	\$785.61	\$809.17	\$833.45
		Mid	\$526.32	\$542.11	\$558.37	\$575.12	\$592.38	\$610.15	\$628.45
3	Legal Advisor	Senior	\$799.98	\$823.98	\$848.70	\$874.16	\$900.38	\$927.40	\$955.22
		Mid	\$569.94	\$587.04	\$604.65	\$622.79	\$641.47	\$660.72	\$680.54
4	Engineering Advisor	Senior	\$686.65	\$707.25	\$728.47	\$750.32	\$772.83	\$796.02	\$819.90
		Mid	\$490.48	\$505.19	\$520.35	\$535.96	\$552.04	\$568.60	\$585.66
5	Scientist	Senior	\$641.98	\$661.21	\$681.08	\$701.51	\$722.55	\$744.23	\$766.56
		Mid	\$404.02	\$416.14	\$428.62	\$441.48	\$454.73	\$468.37	\$482.42
6	Procurement Expert	Senior	\$698.00	\$718.94	\$740.51	\$762.72	\$785.61	\$809.17	\$833.45
		Mid	\$489.80	\$504.49	\$519.63	\$535.22	\$551.27	\$567.81	\$584.85
7	Economist	Senior	\$704.05	\$725.17	\$746.93	\$769.33	\$792.41	\$816.31	\$840.67
		Mid	\$448.50	\$461.96	\$475.81	\$490.09	\$504.79	\$519.93	\$535.53
8	Regulatory Advisor	Senior	\$704.16	\$725.28	\$747.04	\$769.45	\$792.54	\$816.31	\$840.80
		Mid	\$424.49	\$437.22	\$450.34	\$463.85	\$477.77	\$492.10	\$506.86
9	Gas Specialist	Senior	\$800.00	\$824.00	\$848.72	\$874.18	\$900.41	\$927.42	\$955.24
		Mid	\$493.85	\$508.66	\$523.92	\$539.64	\$555.83	\$572.51	\$589.68
10	Renewable Energy / Sustainability Expert	Senior	\$715.84	\$737.32	\$759.43	\$782.22	\$805.68	\$829.85	\$854.75
		Mid	\$480.00	\$494.40	\$509.23	\$524.51	\$540.24	\$556.45	\$573.15
11	Cross-Cutting Specialists	Senior	\$597.55	\$615.48	\$633.94	\$652.96	\$672.55	\$692.72	\$713.51
		Mid	\$407.68	\$419.91	\$432.51	\$445.48	\$458.85	\$472.61	\$486.79
12	Home Office Specialist Positions	Senior	\$590.05	\$607.75	\$625.98	\$644.76	\$664.11	\$684.03	\$704.55
		Mid	\$366.48	\$377.47	\$388.80	\$400.46	\$412.48	\$424.85	\$437.60
13	Administrative Support Specialists	Senior	\$324.72	\$334.46	\$344.50	\$354.83	\$365.48	\$376.44	\$387.73
		Mid	\$272.48	\$280.65	\$289.07	\$297.75	\$306.68	\$315.88	\$325.36

Table 2. Definition of Labor Categories

Labor Category	Illustrative Examples
Director	Director, Project Manager, Chief of Party
Financial Advisor	General Financial Advisor, Financial Modeler, Finance Arranger, Transaction Advisor
Legal Advisor	General Legal Advisor, Institutional Legal Advisor, Project Legal Advisor, Local Legal Advisor
Engineering Advisor	Licensed Civil, Electrical, Mechanical, Environmental, Engineer, Project, Planning Engineer
Scientist	Geologist, Hydrologist, Environmental Scientist
Procurement Expert	Procurement, Contracting Specialist, Tender Expert for Engineering Services, EPC Contracts, BOT and PPP Concessions
Economist	General Rates Specialist, Electric Utility Expert, Utility Accountant, Utility Financial Expert
Regulatory Advisor	Regulatory and Legal Framework Advisor, Power Sector Restructuring Advisor, Regulatory Agency Advisor, Electricity Market Expert, Rural Electrification Agency Advisor
Gas Specialist	Gas Policy Expert, Gas Planning Expert, Gas Pipeline Expert, Gas Health and Safety Expert, Gas Pricing Expert
Renewable Energy/Sustainability Expert	Energy Efficiency Expert, Sustainability Advisor, Climate Change Expert, Hydro, Wind, Solar, Biomass, Geothermal, Fuel Cell, or Mini-Grid Expert
Cross-Cutting Specialists	Gender Specialist, Monitoring & Evaluation Expert, Social/Community Impact Advisor, Communications Advisor, Web Designer
Home Office Specialist Positions	Home Office Project Managers, Compliance, Grants, Accounting, Security or Procurement Specialist
Administrative Support Specialists	Secretary, Receptionist, Clerk

### B.6.2 Minimum Qualifications

In order to perform the statement of work set forth in Section C, the Contractor must provide personnel that meet both the minimum education and experience requirements set forth in Table

B.6.3 3. These minimum qualifications for mid-level and senior personnel correspond to the Unburdened CDRs set forth in Table 1 above.

Table 3. Minimum Qualifications

<b>Level</b>	<b>Education Requirement (<i>highest degree obtained should relate to the services provided</i>)</b>	<b>Experience Requirement (<i>experience must relate to the services provided</i>)</b>
Mid-Level	Ph.D.	4
	JD/All But Dissertation (“ <u>ABD</u> ”)	5
	MS/MA/MBA	6
	BS/BA	7
	Less than BS/BA	8
Senior-Level	Ph.D.	6
	JD/ABD	8
	MS/MA/MBA	9
	BS/BA	10
	Less than BS/BA	14

#### B.6.4 Subcontractor Rates

The following provides guidance for various subcontracting arrangements:

- (a) When the Prime subcontracts with an approved Subcontractor from the original IDIQ competition, the unburdened CDR’s for the Prime contract apply to the Subcontractor.
- (b) When the Prime contracts with a new Subcontractor that is not yet approved, the unburdened CDR’s for the Prime contract apply to the new Subcontractor.
- (c) In the instance where the Prime subcontracts with a new Subcontractor is not yet approved and may or may not have a different cost accounting system that only processes fully burdened rates and when the Subcontractor proposes rates that are “above” the Prime’s IDIQ rates, the Prime may then include in its TO proposal, (i) the fully burdened rate proposed to the Prime by the Subcontractor, (ii) allocation of the Prime’s indirect costs in accordance with established accounting practices, and (iii) a reasonable profit. If the rates proposed to USAID, inclusive of the Prime’s allocable indirect costs and a reasonable profit are above the Prime’s unburdened CDRs, the Prime must disclose the amount of the indirect costs, and the amount of the proposed profit that were added to the Subcontractor’s proposed rates. A reasonable profit will be negotiated by the TOCO for the specific TO. The CDRs of the subcontractor must not

exceed the prime's CDRs in the IDIQ contract.

#### B.6.5 Unburdened CDR Changes

The unburdened CDRs are fixed for all contract years; however, the Contractor may submit a proposal reducing the labor rates and/or indirect rates at any time during the life of this contract. The Government will review these proposals and determine if the revised rates are realistic and