

Amendment to Request for Quotation

Amendment number: 1

Reference Request for Proposal Number: RFQ-21772-Core-2020-0072 Translation Services

Amendment effective date: November 23, 2020

Description of Amendment:

1. This amendment serves to change the deadline of question submissions on Page 3 of the RFQ, to end at 5pm ET on **Monday, November 30, 2020.**
2. This amendment serves to change the final submission deadline on Page 1 of the RFQ, to end at 5pm ET on **Friday, December 4, 2020.**

November 23, 2020

Request for Quotation (RFQ) – Goods or Services

Subject RFQ #:	RFQ-21772-Core-2020-0072 (Amendment 1)
RFQ Issue Date:	23 November 2020
Terms of Reference / Specifications:	Translation Services
Project	CATALYZE
The Company	Palladium International LLC
Country of Performance	USA
Closing Date and Time	04, December 2020, 5pm EST
Contact Person	Amy Chase, Project Manager
Details for Submission	Electronic submissions will be accepted at CATALYZE.Procurements@thepalladiumgroup.com

Thank you for your interest in the above procurement. As implementer for the Project, Palladium invites you to submit a quote for the Goods or Services listed below. Your quote must be valid for the Validity Period.

Please forward your quote in accordance with the Details for Submission above by the Closing Date and Time. This RFQ 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 quote. 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 at N/A or by e-mail at CATALYZE.Procurements@thepalladiumgroup.com no later than November 20 at 5pm. Please note that this procurement is a small business set aside.

Yours sincerely,

Amy Chase
Project Manager, Project Delivery
Economic Growth

Terms and conditions

1. Quote Conditions

By submitting a quote, 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. Quote 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 RFQ unless the Company determines to do so otherwise at its sole discretion.

3. Evaluation

The Company may review all quotes to confirm compliance with this RFQ and to determine the best quote in the circumstances.

4. Alterations

The Company may decline to consider a quote in which there are alterations, erasures, illegibility, ambiguity or incomplete details.

5. The Company's Rights

The Company may, at its discretion, discontinue the RFQ; decline to accept any quote; 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 Quote; satisfy its requirement separately from the RFQ process; terminate negotiations at any time and commence negotiations with any other potential supplier; evaluate quotes 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 RFQ prior to the RFQ Closing Time by issuing an amendment to the RFQ in the same manner as the original RFQ was distributed. Such amendments or clarifications will, as far as is practicable be issued simultaneously to all parties.

Any queries regarding this RFQ should be directed to the Contact Person identified on the cover page of this RFQ.

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 quotes. In doing so, the Company will not allow any potential supplier to substantially tailor or amend their quote.

8. Confidentiality

In their quote, potential suppliers must identify any aspects of their quote 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 quote.

The potential supplier acknowledges that in the course of this RFQ, it may become acquainted with or have access to the Company's Confidential Information (including the existence and terms of this RFQ 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 RFQ and after the completion of the process.

9. Alternatives

Potential suppliers may submit quotes for alternative methods of addressing the Company's requirement described in the RFQ where the option to do so was stated in the RFQ or agreed in writing with the Company prior to the RFQ 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 RFQ 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 quote. And provide it to the Company upon request.

11. Price Basis

Prices quoted must be provided as a fixed maximum price and 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 RFQ the following order of precedence shall apply:

- (a) these Terms and Conditions;
- (b) the first page of this RFQ; 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 quote or the RFQ process.

Potential suppliers must disclose where quotes 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 quote 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 RFQ) which could give rise to a perception of bribery or corruption in relation to the RFQ or any other dealings between the parties.

17. Jurisdiction

This RFQ 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 RFQ 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 RFQ 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.

Schedule - Terms of Reference

Company Information

Palladium is a global leader in the design, development and delivery of Positive Impact — the intentional creation of enduring social and economic value. We work with corporations, governments, foundations, investors, communities and civil society to formulate strategies and implement solutions that generate lasting social, environmental and financial benefits.

Project Background

The CATALYZE Blended Finance Mechanism is a \$250 Million, 8-year contract (5-year base period, with a single 3 year option period) which uses a facilitated partnership model to craft solutions to crowd in \$2 Billion in blended finance (i.e. blended concessional and commercial finance) to USAID partner countries and initiatives. CATALYZE allows USAID Bureaus and Missions to efficiently deploy investment facilitation solutions that respond to the needs of specific sectors, issues, and geographies. Initial programs focus on education finance to implement sustainable education business models serving low-income communities, and achievement of the W-GDP objectives, but the mechanism can be applied to any development challenge or region.

Purpose

Palladium is seeking vendors (consultants and/or firms) to provide translation services on an ad-hoc basis for CATALYZE, a USAID-funded project. The translation service provider will coordinate with the CATALYZE team to translate and edit contractual and technical documents in a foreign language in primarily, but not limited to, Spanish and French. The project will request a range of documents for translation to include various technical products such as compliance templates, posters, presentations, reports, briefs, curricula, manuals/guides, and other materials. The translation service provider will ensure contractual and technical documents maintain original meaning and format. Furthermore, the translation service provider shall be responsible for translations' accuracy and correctly incorporate edits into the translated documents, as approved by Palladium.

Type of Contract

Palladium intends to issue a Blanket Purchase Agreement (BPA) for the translation of contractual and technical documents under the CATALYZE project.

Anticipated Contract Period of Performance

The period of performance is expected to commence in December 2020 through November 2021 with possibility for extension.

Timeline

Questions regarding this procurement may be submitted to Palladium until November 30, 2020 at 5pm ET. Questions and responses will be sent to all identified bidders.

Submission deadlines will be accepted electronically until the Closing Date. Please do not contact CATALYZE team members regarding this procurement outside of this channel of communication.

Quotes shall be valid for a period of six months. Quotes shall be considered final.

Palladium intends to issue a Blanket Purchase Agreement in December 2020 and the provision of services shall commence immediately.

Scope of Work and Standards

The selected bidder must complete Due Diligence Questionnaire within 3 business days of notice of award.

Scope of Work:

The Translation Service Provider will be responsible for the review and translation of text from English to Spanish, French, and any other language(s) requested in the Blank Purchase Agreement, to ensure the translated document conveys original meaning and format. In addition, the Translation Service Provider will proofread translated text for grammar, spelling, and punctuation accuracy, and follow-up with the Project Management Unit (PMU) and/or Activity Management Unit (AMU) to ensure the translated material meets their standard. The Translation Service Provider will integrate feedback into the documents and update language upon guidance from the CATALYZE team.

Selected bidder will translate and deliver the following documents:

Spanish

1. Request for Proposal
2. Request for Quotation
3. Request for Information
4. Blanket Purchase Agreement
5. Grant Agreement
6. Purchase Order
7. Job descriptions

French

1. Consultant Agreement
2. Subcontract Agreement
3. Request for Proposal
4. Request for Quotation
5. Request for Information
6. MOU Template
7. Blanket Purchase Agreement
8. Grant Agreement
9. Purchase Order
10. Job descriptions

**Additional languages and documents may be requested under the BPA: Albanian (including Gheg dialect), Serbian, Macedonian, Bosnian, Sinhala, Tamil, Kinyarwanda, Amharic*

No.	Description	Language	# of words
1	Request for Proposal	French & Spanish	2,777
2	Request for Quotation	French & Spanish	1,948
3	Request for Information	French & Spanish	560
4	Blanket Purchase Agreement	French & Spanish	16,537
5	FAA Grant agreement	French & Spanish	11,552
6	Purchase Order	French & Spanish	6,670
7	MOU Template	French	846
8	Consultant Agreement	French	8,398
9	Subcontract Agreement	French	16,028

Qualifications & Experience

The ideal translation service provider shall have the following qualifications and experience:

- Experienced and certified translator
- Experience translating technical and contractual documents
- Attention to detail
- Collaboration with CATALYZE staff to receive projects and make revisions as requested
- Fluency in French and Spanish with a high level of proficiency in reading and writing for contractual and technical documents.
- Quick and responsive to translation needs in a short turnaround time; ability to expedite urgent requests
- Ability to work remotely and coordinate with CATALYZE staff by email, phone, and Skype/Teams

The following qualifications and experience are preferred:

- Experience working with international development projects/programs

Experience providing and completing translations for both West African and Latin America audiences.

Evaluation and Award Process

Palladium shall evaluate bids on a lowest price/technically acceptable basis.

Evaluation Stage 1. To meet the criteria for technical acceptance, firms must meet the following criteria, which shall be evaluated on a pass/fail basis:

Criteria	Submission Requirements
Certified translator	Proof of translation certification
DUNS number	Include in company profile
Must not have any active exclusions from the working with the US government (www.sam.gov), the UN (Sanctions List), or the US Department of the Treasury Office of Foreign Asset Control	N/A
	Translation work sample
Reputation for timely provision of quality translation documents	Minimum of three references
Quotation	Rate and estimates for translation in foreign language

The offeror’s cost proposal will be evaluated for:

- Proposed total price, relative to other offers received
- Realism and reasonableness of the work to be performed
- Price reflects a clear understanding of the requirements
- Compliance with USAID cost principles (select one: Non-profit entities – Cost Principles in 2 CFR 200 Subpart E or For profit entities – Cost Principles in FAR Part 31)

Evaluation Stage 2. If these minimum criteria are met, offerors will move to the second stage, where the lowest bidder will be awarded the subcontract.

Palladium reserves the right to award under this solicitation without further negotiations. Offerors are encouraged to offer their best terms and prices with the original submission.

Instructions to the Offerors

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

- Proof of translation certification
- DUNS number
- Quotation (as a lump sum)
- Work sample
- Reference Information (Contact/Program Name etc)

PROCUREMENT INTEGRITY AND ETHICS

It is Palladium’s Policy that no gifts of any kind and of any value be exchanged between vendors/contractors and Palladium personnel. Discovery of the same will be grounds for disqualification of the vendor/contractor from participation in any Palladium’s procurements and may result in disciplinary actions against Palladium personnel involved in such discovered transactions.

Resulting Award

This RFQ in no way obligates Palladium to award a contract. Palladium may opt to select multiple offers in response to this RFQ.

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 RFQ.

If you are bidding as part of a joint venture, partnership or similar, please make this clear in your submission. Likewise, if you propose to subcontract any part of the goods or services provision, then disclose this fact within your submission. The Company may require additional information from you and approval for subcontracting will not be automatic as subcontractors will be subject to Palladium's Due Diligence process.

Attachments

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

Attachment 1- Due Diligence Questionnaire

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