

Request for Proposal (RFP)

Subject RFP #:	RFP-217772-Edu-2020-43 (Re-Advertised)
RFP Issue Date:	November 30, 2020
Terms of Reference:	Private Sector in Education Community of Practice Lead
Project	CATALYZE Innovative Blended Finance
The Company	Palladium International LLC
Country of Performance	Global
Closing Date and Time	Monday, December 7, 2020 at 17:00 EDT
Questions Deadline	 Accepted at <u>catalyze.procurements@thepalladiumgroup.com</u> by Monday, November 16, 2020 at 17:00 EDT N/A
Details for Submission	Submissions will be accepted: Electronically: email to <u>catalyze.procurements@thepalladiumgroup.com</u>
Details for Submission Offer Validity Period	Electronically: email to

Thank you for your interest in the above procurement. As implementer for the Project, Palladium invites you to submit a proposal for the terms of reference below. Your proposal must be valid for the Offer Validity Period. Both individuals and firms are qualified to submit offers in response to this solicitation.

Please email your notice of intention to submit a proposal by the Questions Deadline. Answers to questions shall be distributed to all offerors that have indicated an intention to submit a proposal by the deadline.

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.

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.

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.

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;
- the first page of this RFP; and (b)
- the Schedule (c)

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.

Proposal of the KFP 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 arise to a perception of bribery or corruption in relation to the RFP or any other dealings between the parties.

17. Jurisdiction

This Agreement shall be subject to the laws of the Jurisdiction.

The Supplier and the Company will use their best efforts to settle amicably any dispute, controversy, or claim arising out of, or relating to this Agreement 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 Agreement or the breach, termination, or invalidity thereof, shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules in effect on the date of this Agreement. The appointing authority shall be the Secretary-General of the Permanent Court of Arbitration. The Parties will be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute.

The place of arbitration shall be the headquarters location of Company at the time the claim is filed and the language of the arbitration will be English. The relevant laws shall be the laws of the Jurisdiction.

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.

There is an annual funding gap of \$40 billion to meet global primary and secondary education needs alone. A recent literature review of blended finance in non-state education and multiple market assessments in partner countries led by the CATALYZE EduFinance activity document this funding gap. Partner country governments have scarce financial resources, leading to gaps in education delivery that non-state actors have begun filling. A large funding need remains, and little dialogue or collaboration has occurred to date between the private sector and education actors. Interviews with education and finance experts revealed the lack of an accessible platform for collaborating and sharing lessons or best practices in education financing. Private sector involvement in education is often met with resistance, some actors remain uncertain of the private sector's role in education because of concerns around learning quality, inequality, and weak accountability structures. Part of the reason for this resistance could be lack of an evidence base on comparative efficacy and efficiency of non-state schools and private finance. Assessments also reveal the lack of investment models that demonstrate that private or blended finance in non-state education can increase access to quality education, especially for the disadvantaged.

Bringing together key stakeholders and champions of private sector engagement in the Private Sector in Education Community of Practice (CoP) can improve collaboration and dialogue among private providers of finance and private education service providers (core and ancillary), government, civil society and the community of educators to strengthen the evidence base and build sustained linkages among stakeholders that can contribute to boosting education outcomes for all learners, especially the disadvantaged.

Goal & Objectives

The goal of the Private Sector in Education CoP is to build a coalition to lead sustained, collaborative engagement among diverse stakeholders who have not consistently interacted with each other; strengthen and communicate the evidence base around a common learning agenda for greater private sector engagement in education (including both core and ancillary services); and enable all stakeholders (eg: governments, education practitioners, investors, and civil society) to make data-driven decisions.

Collaborating, Learning and Adapting (CLA): The Private Sector in Education CoP must apply a collaborating, learning, and adapting (CLA) approach. The sustainability of this CoP will depend on relationships with the different stakeholders that create opportunities for collaboration over time. This approach should, for example: promote collaborative learning and exchanges with relevant institutions and partners; coordinate efforts with relevant stakeholders to improve synergies, build on positive changes, and use resources effectively; and support the sharing of lessons learned.

CoP Members: To achieve this goal, the CoP will consist of global thought leaders, implementers, funders, businesses, governments, civil society organizations, USAID staff and partners, associations for non-state schools, teachers, parents and students.

CoP Operations: Bidders are encouraged to develop a consortium and partner with organizations having expertise in one or more of the specialized activities e.g. non-state education sector, developing knowledge products, external communications, professional development, etc. Consortium structure, including any second tier subawards, personnel, and relevant costs, should be included in the proposal.

By engaging with USAID and the CATALYZE EduFinance Activity team, the Subcontractor will help to lay out and implement an innovative, integrated Community of Practice that fosters stakeholder engagement, collaboration, and evidence building for blended finance for education. Through these integrated efforts, CATALYZE will support the formation of a dynamic network of government, donor, civil society, finance and education sector stakeholders in support of increasingly broad and deep array of education finance opportunities and collaborative activities. The Subcontractor must work in compliance with all USAID's relevant policies and principles.

In so doing, the Subcontractor will accomplish the following **Objectives**:

- 1. Build a community of practice, starting with a core member group
- 2. Develop and execute a membership engagement plan to build, strengthen and diversify membership
- 3. Develop and curate knowledge and evidence to inform policy and practice on private sector engagement in education
- 4. Develop and execute a robust external communications strategy to contribute measurably to perceptions among key stakeholders that private actors in education can play a complementary role to the public sector
- 5. Create and implement professional development activities to build capacity of CoP members, USAID staff and partners in education finance activities.

Type of Contract

Palladium intends to issue:

- □ Firm Fixed Price *or* Fixed Unit Price Contract
- □ Cost Reimbursable Contract
 - □ Labor Hours
 - No Fee
 - □ Term Type
 - □ Completion Type
- □ Time & Materials
- ☑ Indefinite Delivery Indefinite Quantity
 - ☑ Umbrella Contract
 - □ Task Order

Anticipated Contract Period of Performance

January 2021 - September 2024

The anticipated ceiling of this IDIQ is USD \$2,000,000.

Place of Performance

Subcontractor will work from place of residence, following local guidance for COVID-19 travel safety. In future and as feasible, CoP will meet for regular working sessions, events, meetings, etc.

Instructions for Submission of Technical Proposal

For the technical proposal, the offeror must submit:

- (a) Cover page with firm or individual contact info and signed by an authorized representative of the company or the individual
- (b) Background on the firm/individual and relevant expertise (max 2 pages)
- (c) Experience Information/Capability Statement
- (d) Proposed work plan showing how the firm would execute this project including a timeline (max 2 pages)

- (e) Contact details for three referees (max 1 page)
- (f) All supporting documentation specified below in the pass/fail evaluation criteria.

Instructions for Submission of Cost Proposal

Offerors must submit a detailed budget breaking out all costs associated with the completion of this work. Cost elements to incorporate may include, but are not limited to: labor hours, transport and/or communication costs to conduct stakeholder interviews, indirect rates with substantiation, any applicable taxes or fees. Please contact CATALYZE.Procurement@thepalladiumgroup.com for a sample budget template, if required.

Key assumptions

- Budget in local currency
- All prices are to be inclusive of relevant taxes (please disaggregate)
- Offeror should budget for: labor costs to complete the scope of work, travel (as appropriate in light of COVID-19), and any subaward costs that the offeror may deem appropriate in forming a consortium, as described above

Evaluation and Award Process

Proposals will be evaluated using a best value trade off methodology. This is a three-stage process.

1) The first set of criteria is graded on a pass/fail basis. Offerors must meet the following minimum eligibility qualification criteria and provide supporting documentation:

	Requirement	Supporting Documentation
(a)	Agree to the terms of working with CATALYZE. The forms do not need to be submitted with the proposal. The forms will be shared with the selected contractor and must be completed/acknowledged before final selection.	Due diligence form Code of Conduct form Business Ethics Environmental policy acknowledgement
(b)	For firms only: DUNS number	Provide the DUNS number or proof of applying for the DUNS number
(c)	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 – Palladium will conduct a search of these databases as part of the due diligence process
(d)	Company must not be owned by nationals of a country by the US government	Due diligence form
(e)	Company must not be a foreign government-controlled entity	Due diligence form

2) If these minimum criteria are met, the offer's technical proposal will be evaluated as follows:

Evaluation Criteria	Documents Evaluated	Points
Prior Experience	Demonstrated experience and track record in setting up and managing communities of practice and/or substantial global networks, particularly those involving any of the following: international businesses, investors, donors, civil society and/or non-profit organisations	30
	Demonstrated experience and track record in developing knowledge products	20
	Demonstrated experience and track record in executing an external communications strategy	10
	Demonstrated experience and track record in membership engagement, professional development, etc.	10
Proposal quality	Technical quality of the proposal, strategy for attracting key members to the community of practice, theory of change and results framework, sustainability strategy, etc.	30
TOTAL		100

- 3) 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
- · Price is consistent with various elements of the technical proposal
- Compliance with USAID cost principles (For profit entities Cost Principles in FAR Part 31, Non-profit entities 2 CFR 200 Subpart E)

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.

Submission

Please review the additional documentation and proposed contracts terms and conditions which should be given consideration when preparing your proposal. By submitting your offeror you 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.

When submitting electronically, send one email with the subject lines: "RFP #217772-Edu-2020-43". Ensure all required documents are attached.

Offers received past the deadline stated on the cover page will be deemed non-responsive and will not be considered for award.

Resulting Award

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

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.

Annex A: Statement of Work & Illustrative Tasks

The Subcontractor will complete the following Activities. Illustrative examples of Tasks that could develop under these Activities are indicated below.

Activities

Activities under Objective 1:

- 1. Set up and manage the Community of Practice
 - a. Develop a community structure, governance model, 'pitch' documents, founding documents (eg; TOR or MOU, membership agreements, website, etc), and other items to be determined, and submit for approval
 - b. Identify a core group of highly motivated members to be invited to a 'Steering Committee', strategize on which organizations should be invited and when
 - c. Facilitate a co-design process among Steering Committee members work planning, budgeting, branding and marking, membership recruitment, technical focus areas, etc.
 - Serve as a secretariat to the CoP organize periodic meetings, circulate agendas and meeting minutes, maintain member profiles, manage all internal and external communications (see Objective 4)
- 2. Propose and execute a plan to sustain CoP engagement beyond the startup phase, including financial sustainability
- Develop thematic task teams. Examples non-state and private education actors; public, private and blended finance practice; Innovative financing for the most disadvantaged learners (e.g. conflict-affected/marginalized); measuring learning outcomes in private schools

Activities under Objective 2:

- 1. Propose and execute a plan for member recruitment, collaboration and engagement (note: currently a LinkedIn site serves as the main collaboration platform)
- 2. Plan and execute routine member communications
- 3. Review and revise the plan on an annual basis

Activities under Objective 3:

- 1. Conduct an evidence gap map to identify areas where more attention is needed and use that to develop a learning agenda for funding further research and analysis.
- Develop an annual knowledge product development plan who will create the knowledge products and how will they be funded. Knowledge products may include, but are not limited to: Guidance Notes, Good Practice or Policy Briefs, How-To Notes, Annual Briefs, Toolkits, and Training Guides.
- 3. Develop a content management plan how and where content will be hosted and disseminated, editing and managing web content. (Note: Need to coordinate with CATALYZE EduFinance Incubation Activity knowledge projects and communications in this plan.) Web content accessibility guidelines must be followed
- 4. Collaborate on knowledge products and share other developments with other CoPs
- 5. Track uptake and usage of knowledge products
- 6. Review and revise the plan on an annual basis

Activities under Objective 4:

- 1. Establish and strategically disseminate evidence-based key messaging that reflects the opportunities, successes, challenges, and lessons learned in non-state education and blended finance
- 2. Conduct event mapping to determine events/conferences that can serve as delivery channels, and provide options for strategic communications through these channels

Activities under Objective 5:

1. Propose and execute a professional development plan for CoP members and USAID staff including formal and informal learning events, roundtables, webinars, trainings, sidebar events at conferences, informal discussion

fora, etc. (Note: Trainings for USAID staff to be designed in consultation with USAID E3/ED and Africa Bureau. Full package of final training materials including presentation slides, facilitator manuals, handouts, evaluation forms, etc to be delivered to USAID.)

Illustrative Tasks: these tasks are intended as illustrative results to provide an understanding of the focus of this activity and the type of outputs expected. These tasks may be used in developing a realistic and detailed budget but should not be construed as fixed deliverables under any potential award.

Illustrative tasks under Objective 1:

- Develop governance documents, membership agreements, and other foundational documents for the CoP
- Form and lead a steering committee of approximately 8-10 members
- Lead a co-design workshop to develop a CoP work plan and budget
- Present a sustainability plan for CoP longevity

Illustrative tasks under Objective 2:

- Build a CoP membership of at least 300 members from a diverse array of organizations; ideal CoP make up will
 comprise at least 50% membership from low income countries and at least 50% members from non-state sector
- Create a membership engagement strategy to build and sustain the body of the CoP and its active functionality

Illustrative tasks under Objective 3:

- Develop 4-6 knowledge products per year, such as good practice briefs, How-To Notes, etc.
- Design and disseminate 3-4 evidence-based Toolkits, over the life of the project,

Illustrative tasks under Objective 4:

 Engage with a wide audience over the life of the project, reaching non-traditional partners in education and finance and sharing out key evidence, knowledge products, and other important learnings developed by the CoP

Illustrative tasks under Objective 5:

• Conduct 6-8 professional development events per year, such as blended finance trainings for USAID staff, finance and education sector engagement networking events for non-traditional partners, etc.