

May 22, 2023

Request for Quotation (RFQ) – goods or services

Subject RFQ #:	RFQ-CATALYZE-Edu-2023-0010
RFQ Issue Date:	May 22, 2023
Terms of Reference / Specifications:	Employee of Record in Rwanda
Project	CATALYZE- EduFinance
The Company	Palladium International LLC
Country of Performance	Rwanda
Closing Date and Time	June 9, 2023; 5:00 PM EDT
Contact Person	Ashraf Hammad
Details for Submission	Electronic Submissions will be accepted at <u>us.catalyze.edufin@thepalladiumgroup.com</u>

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 sixty (60) calendar days upon submission of quote.

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 submit your question by e-mail at **us.catalyze.edufin@thepalladiumgroup.com** by **June 5, 2023 at 5pm EDT**. Questions and responses will be sent to all interested bidders.

Yours sincerely,

CATALYZE Procurement

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

Purpose

Palladium is implementing an Education Finance Activity in Rwanda, funded by USAID. To support continued success of activities in Rwanda, we intend to procure the services of an external firm to serve as a qualified Employer of Record (EOR) for one full-time employee in Rwanda for the next 15 months.

Type of Contract

Palladium intends to issue a fixed-price subcontract for the successful firm.

Anticipated Contract Term

The Period of Performance is expected to commence in July 2023 and be completed by December 31, 2024.

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.

The Project

CATALYZE is an 8-year, USAID-funded global contract, currently overseeing 10 sub-projects with support from 28 USAID Missions, Bureaus, and Offices. Implemented by Palladium, an international development firm with impact investing and asset management expertise and capability, CATALYZE has two overarching objectives: i) facilitate \$2 billion in private capital into underserved sectors and frontier countries globally and ii) assist USAID in improving its ability to mobilize private capital for development objectives.

The CATALYZE EduFinance (henceforth EduFinance) program develops private sector partnerships to facilitate innovations in financing and service delivery that increase access to low-cost, quality education. EduFinance mobilizes blended finance – the strategic use of public funds to increase private sector investment – to crowd in private capital into non-state schools and education enterprises in USAID partner countries. Private capital leveraged with funding from USAID will address the substantial funding gap to respond to the global need for increased access to quality education. EduFinance leverages a pool of specialized expertise to design and implement complex multi-year programs that can include dynamic tools, such as first loss capital, to mitigate country or education sector-specific risks.

To mobilize private capital in support of education goals, EduFinance operates at the nexus of demand-driven investment and innovative solutions development, collaborating with a global community of experts. EduFinance is implementing a pipeline of education investments in target countries in Africa (Democratic Republic of Congo, Rwanda, South Africa, Tanzania, and Zambia), and Latin America/Caribbean (Dominican Republic, El Salvador, Guatemala, Haiti, Honduras, and Paraguay).

EduFinance is seeking to fill a long-term position based in Rwanda, which will provide regional representation; program management; communications; monitoring, evaluation, and learning (MEL); and technical quality assurance and support to the current and prospective EduFinance activities being implemented in Sub-Saharan Africa. These activities currently include Rwanda, Tanzania, Zambia, South Africa, and the Democratic Republic of Congo, with other prospective buy-ins in development.

Timeline

Questions regarding this procurement may be submitted to Palladium until June 5, 2023, at 5pm EST. 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 in regard to this procurement outside of this channel of communication.

Quotes shall be valid for a period of sixty (60) days. Quotes shall be considered final.

Palladium intends to issue a fixed-price subcontract in early March and the provision of services shall commence immediately.

Scope of Work and Standards

The successful offeror will serve as the legal employer or “Employer of Record” on behalf of Palladium for one full-time local employee in Rwanda for the next 13 months. Palladium will retain full operational and day-to-day control over workforce duties.

Anticipated services include, but are not limited to the following:

- Payroll and tax processing and compliance: administer all payroll functions for employees under the Employer of Record platform. Employees will be paid in local currency. The EOR will pay all employer taxes, remit all employee taxes, and file taxes documentation in accordance with local law.
- Make accessible to Palladium LLC all documentation pertaining employer taxes paid to the relevant local authorities, monthly payslips, and any other documentation that would support the company’s compliance standards.
- Time and labor management.
- Human resources compliance services: employment agreements, onboarding and offboarding, and counseling in line with applicable employment laws.
- Employee benefits elections and enrollment, and administration: ensure all local statutory benefits are correctly paid and administered. Upon request from Palladium, provide supplemental private benefits.
- Administer travel reimbursements to staff member when needed and pre-approved by Palladium.

This will be a multi-stage activity:

1. Offeror will provide a quote for Employer of Record services as outlined above, including:
 - A cost breakdown detailing initial setup costs and annual costs, and any relevant taxes and fees in addition to the Employer of Record service fee.
 - An employee onboarding timeline.
2. Palladium will review offerors’ quotes and provide feedback on an as-needed basis to facilitate subsequent discussions.
3. Palladium will notify the successful offeror and share a draft contract/agreement.
4. Deliverables. The successful offeror shall submit monthly invoices based on the terms of the agreement.

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
UEI number	Include in company profile
Demonstrated experience in providing payroll services and employer of record services for external candidates in Rwanda.	Past performance write-up. Inclusion of 3-5 examples including client names (unless restricted by the client) from the past 3 years.

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.

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

PROCUREMENT INTEGRITY AND ETHICS

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

Instructions to the Offerors

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

- Company Profile
- Quotation (showing break down of all fees)
- Capability Statement
- Past Performance
- Reference Information (Contact/Program Name etc)

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 quote 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 quotes 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 and may be required to submit for USAID Partner Vetting.