

## Amendment to Request for Proposal

**Amendment number:** 1

**Reference Request for Proposal Number:** RFP-CATALYZE-LAC-2023-0370

**Amendment effective date:** October 06, 2023

**Description of Amendment:**

1. This amendment serves to modify the Anticipated Contract Period of Performance on Page 1 of the RFP from ending on September 29, 2023 to ending on **October 13, 2023**.
2. This amendment serves to modify the Questions Deadline on Page 1 of the RFP from ending on September 13, 2023 to ending on **October 10, 2023**.

October 6, 2023

## Request for Proposal (RFP)

Subject RFP #:	RFP-CATALYZE-217772-LAC-2023-0370
RFP Issue Date:	August 30 2023
Terms of Reference / Specifications:	Haiti EduFinance
Project	CATALYZE EDUFINANCE LAC
The Company	Palladium International, LLC
Country of Performance	Haiti
Closing Date and Time	October 13, 2023 5:00 PM EST
<b>Questions Deadline</b>	<input checked="" type="checkbox"/> Accepted at <a href="mailto:catalyze.procurements@thepalladiumgroup.com">catalyze.procurements@thepalladiumgroup.com</a> by October 10, 2023
<b>Bidders' Conference</b>	<input type="checkbox"/> Virtual Conference to be held during week of September 26, 2023. Details to come. <input checked="" type="checkbox"/> N/A
<b>Details for Submission</b>	Submissions will be accepted: <input checked="" type="checkbox"/> Electronically: email to <a href="mailto:catalyze.procurements@thepalladiumgroup.com">catalyze.procurements@thepalladiumgroup.com</a> <input type="checkbox"/> In hard copy (sealed bids) at office.
Contact Person	<a href="mailto:Catalyze.procurements@thepalladiumgroup.com">Catalyze.procurements@thepalladiumgroup.com</a>
Details for Submission	<a href="mailto:Catalyze.procurements@thepalladiumgroup.com">Catalyze.procurements@thepalladiumgroup.com</a>

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 Validity Period.

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.

I look forward to your response. If you have any queries, please do not hesitate to contact us by e-mail at [catalyze.procurements@thepalladiumgroup.com](mailto:catalyze.procurements@thepalladiumgroup.com).

Sincerely,

CATALYZE Procurement Team

## 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.

### 4. 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.

### 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 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;
- (b) the first page of this RFP; 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 proposal or the RFP 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 rise to a perception of bribery or corruption in relation to the RFP or any other dealings between the parties.

### 17. Jurisdiction

This RFP 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 RFP 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 RFP 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.

## Company Information

Palladium International LLC is a leading global consulting firm that manages nearly \$2 billion in donor-funded projects in more than 90 countries while simultaneously providing management consulting advice to private sector firms and local and national governments throughout the world. It is well-known for its work in private sector development, market systems, innovative/inclusive finance, and the formation of public-private alliances. Palladium adds value by aligning business interests with development objectives, leveraging donor resources with commercial assets and vice versa. This market-driven approach ensures interventions are impactful, inclusive, and address the root causes of today's biggest development challenges while also being sustainable beyond the life of a particular donor-funded program.

## Project

Palladium International, LLC is implementing the \$250 million, 8-year USAID CATALYZE contract, a project funded by the United States Agency for International Development (USAID), which offers a facilitated partnership model that will craft solutions to crowd in \$2 billion in blended finance (i.e. blended concessional and commercial finance) to USAID partner countries; it can work in any development sector or region.

Launched in October 2019, CATALYZE is a buy-in mechanism that allows USAID Bureaus and Missions to efficiently deploy investment facilitation solutions that respond to the needs of specific sectors, issues, and geographies. The CATALYZE platform can:

- Develop a pipeline of financeable transactions in target geographies and sectors;
- Link financeable opportunities to sources of capital, structure funds, and close complex transactions;
- Support new financial intermediaries in developing countries to build or strengthen local financial ecosystems; and
- Identify and assess blended finance approaches.

Under the USAID CATALYZE project, the EduFinance buy-in program develops private sector partnerships to facilitate innovations in financing and service delivery that increase access to low-cost, quality education. CATALYZE EduFinance mobilizes blended finance – the strategic use of USAID funds to increase private sector investment – to crowd in private capital primarily into non-state schools and education enterprises in USAID partner countries. Private capital leveraged with funding from USAID will address the substantial funding gap for education in poorer countries. The funding gap in education investment was already very large, approximately \$40 billion per year, before school closures due to the COVID-19 pandemic. A recent UNESCO report estimates that after the pandemic, this funding gap could increase up to \$200 billion. Palladium Group Global, LLC (Palladium) is the prime implementer of USAID CATALYZE.

## Purpose

The Company seeks proposals from potential partners with expertise in SME financing to support Haitian primary schools to secure financing they may require for operations/expansion. The activity will focus on identifying schools in need of financing, identifying an appropriate financier (bank or non-traditional), and guiding them during the application process and through disbursement. The proposed activity will contribute to a minimum of three successful deals.

## Type of Contract

Palladium intends to issue a Firm Fixed Price subcontract to the selected offeror. Palladium expects to award one or more subcontracts for this initiative. Individual awards could be up to \$90,000. Palladium reserves the right to award one, multiple, or no subcontracts.

## Anticipated Contract Period of Performance

October 7, 2023, to August 31, 2024

## Place of Performance

The activities to be performed under this contract will take place in Haiti. See the Instructions for Submission of Cost Proposal for travel assumptions.

## Key Deliverables and Timeline

Key deliverables should include a process for identifying schools to support, identification of financing sources available (including non-traditional such as diaspora, donors, impact funds, other) in the market, support to be provided to schools to prepare application, securing of financing.

## Instructions to Offerors

Separate technical and cost proposals must be submitted by email no later than the time and date specified on the cover page.

### 1. Technical Proposal

For the technical proposal, the offeror must submit:

- (a) Cover letter with the following information:
  1. Firm contact info and address
  2. Type of company or organization
  3. Unique Entity Identification (UEI) Number (Company must have a UEI number or obtain one within 5 days of being notified of selection)
  4. Signed by an authorized representative of the company
- (b) Background on the firm and relevant expertise (max 2 pages)
- (c) Past Experience Information/Capability Statement
- (d) Technical proposal & management approach
- (e) Proposed work plan showing how the firm would execute this project including a timeline (max 2 pages)
- (f) Description of relevant projects previously performed by the firm, demonstrating expertise in access to finance (max 2 pages)
- (g) Contact details for three referees (max 1 page)
- (h) Executive summary of project reports for commercial smallholder projects with linkages to commercial off-takers (max 3 report submissions, max 2 pages each)
- (i) All supporting documentation specified below in the pass/fail evaluation criteria.

Note: GSA has developed a useful interactive PDF tool that guides through the most common scenarios about UEI ([https://www.fsd.gov/sys\\_attachment.do?sys\\_id=af05f8fb1b44851006b09796bc4bcb6d](https://www.fsd.gov/sys_attachment.do?sys_id=af05f8fb1b44851006b09796bc4bcb6d))

### 2. Cost Proposal

Offerors must submit a cost proposal. CATALYZE will provide a budget template upon request through [catalyze.procurements@thepalladiumgroup.com](mailto:catalyze.procurements@thepalladiumgroup.com). The cost proposal consists of:

1. Budget in Microsoft Excel with all formulas visible (unlocked)
2. Accompanying Word Document with all cost assumptions and explanations

#### Key assumptions

- Budget in United States Dollars (USD)
- All prices are to be inclusive of relevant taxes

- Separate unit cost and number of units
- Break down activity costs into as much detail as possible
- Offeror should budget for:
  - Defense Base Act (DBA) insurance in accordance with FAR 52.228-3, as applicable.

The selected offeror will be required to complete the Due Diligence Questionnaire (attachment 1) and provide a UEI number within 7 days of being notified of selection.

**Accounting System and Internal Controls**

In order to implement a fixed price contract under U.S. Government funding, the implementer must have an adequate accounting system and internal controls.

Evidence of an adequate accounting system should include a written opinion or other statement from either:

1. a U.S. Government-contracted auditor,
2. a cognizant U.S. Government agency official, or
3. a U.S. Government Prime Recipient or Prime Contractor that has issued the implementer a cost-type agreement and has conducted an audit to determine that the system is adequate (please provide such a report or audit for Palladium’s review).

If you do not have an accounting system that has been determined to be adequate by any of the above three reviewers but you believe your accounting system is adequate, you must state this in your cost proposal submission to Palladium and will be required to complete a risk assessment questionnaire. As part of the proposal or application process Palladium will review your submission and may require an independent audit or review of your accounting system before the award. If Palladium determines that your accounting system or system of internal controls is not adequate due to correctable issues/deficiencies, Palladium may include additional terms and conditions in any resulting agreement and require that a corrective action plan be put in place to correct any deficiencies. Palladium shall not award cost type contracts or awards if the implementer’s accounting system is deemed inadequate unless Palladium determines that the action plan for correcting the accounting system is timely and acceptable and issues may be mitigated through additional terms and conditions in the interim. In the case where an implementer’s systems are deemed totally inadequate for cost type agreements, Palladium may at its sole discretion consider other than a cost reimbursement-type mechanism to contract with.

**Submission of Offers**

Electronic proposals must be submitted by sending two separate emails, one for technical proposal and one for cost proposal with the RFP number in the subject lines. If submitting in hard copy, the technical proposal and cost proposal must be in separate sealed envelopes. Mark envelopes with the RFP number and offeror’s name. Ensure all required documents are attached. The RFP number can be found on the cover page.

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

**Evaluation and Award Process**

Proposals will be evaluated using a Best Value Trade Off (BVTO) 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:

	<b>Requirement</b>	<b>Supporting Documentation</b>
1	Must be a registered legal entity in Haiti for a minimum of one year	Copy of certificate or articles and memorandum of associate

2	Must not have any active exclusions from the working with the US government ( <a href="http://www.sam.gov">www.sam.gov</a> ), the UN (Sanctions List), or the US Department of the Treasury Office of Foreign Asset Control	N/A
3	Must demonstrate experience in SME financing	Reports of activities

(2) If these minimum criteria are met, the offer’s technical proposal will be evaluated as follows by using adjectival ratings (exceptional, good, acceptable, marginal, and unacceptable). The evaluation criteria are listed by their relative importance:

Relative Importance	Evaluation Criteria	Components Evaluated
#1	Technical approach	Technical quality of the proposal and methodologies responsive to the SOW, including a workplan and relevant project expertise.
#2	Previous experience	Description of past experience implementing similar work. Inclusion of lessons learned and best practices demonstrating experience.
#3	Personnel	Compatibility, experience, and qualifications of personnel proposed with the SOW.

(3) The offeror’s cost proposal will be evaluated for:

- Proposed total price, relative to other offers received (price analysis)
- 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 (select one: Non profit entities – Cost Principles in 2 CFR 200 Subpart E or For profit entities – Cost Principles in FAR Part 31)

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.

The selected offeror will be required to complete the Due Diligence Questionnaire (attachment 1) and provide a UEI number within 5 days of being notified of selection.

**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 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 and may be required to submit for USAID Partner Vetting.

### **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.

- Due diligence form(s)
- FFATA Form (will be required only for successful offeror, where applicable – included for awareness only)
- Budget or price list submission format
- Draft Contract (this is the contract the successful offeror will be engaged with)

Palladium Business Partner Code of Conduct and Child Protection Guidelines can be downloaded in full at: <http://www.thepalladiumgroup.com/policies>.



**ANNEX I:**

**Scope of Work**

**A. BACKGROUND**

The CATALYZE Blended Finance Mechanism uses a facilitated partnership model to craft solutions to crowd 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.

CATALYZE EduFinance LAC (CATALYZE) will support a select group of USAID partner countries in the Latin America and Caribbean (LAC) region to expand access of non-state education sector by mobilizing blended finance and to improve education quality, resulting in greater, more equitable access to education opportunities and improved learning outcomes, especially for disadvantaged communities.

CATALYZE-supported activities are aimed at the non-state education sector including non-state schools (low-cost private schools, community or faith-based schools, pre-primary care centers, and tertiary institutions), and ancillary enterprises (after-school programs, EdTech, book publishing, etc.). Solutions that can also be extended to benefit the public education system are included. All activities funded through CATALYZE must comply with the Congressional guardrails and USAID basic education policy guidelines (see section 5 for detailed requirements).

**B. TASKS AND RESPONSIBILITIES**

The Subcontractor will identify primary schools that have indicated a need for financing and that would benefit from the investment. In parallel, the subcontractor will conduct an assessment of financing providers (including non-traditional financiers) that have an interest in supporting the educational system in the country. These may include traditional financing entities, diaspora, impact funds, and/or blended financing product. The subcontractor will then work with 3-5 schools to ensure they are investment ready, provide any technical support they may require, support the process of preparing the financing application and documentation, and submit the application to selected financing entities. The subcontractor will work with schools and financial entities through the process until disbursement of funds.

**C. DELIVERABLES**

The Subcontractor will deliver the following outputs:

- Methodology the subcontractor will use to identify 10-15 schools for support in accessing financing.
- Assessment of identified schools and decision on 3-5 that will receive support in accessing finance.
- Identification and assessment of financing sources available to schools.
- Proof that loan applications (minimum 3) have been submitted and accepted as complete by financing entity.
- Decision on loan applications (minimum 3) from financing entity, and proof of disbursement.

#	Deliverables	Acceptable Criteria	% of Total Payment	Deadline
1	Methodology with which the subcontractor will identify 10- 15 schools for support in accessing financing.	Report of methodology (minimum of 4 pages)	10%	1 month after award

2	Assessment of identified schools and decision on 3-5 that will receive support in accessing finance.	Report indicating how 3-5 schools were selected and an assessment of each of the selected schools (minimum of 4 pages)	10%	3 months after award
3	Identification and assessment of financing sources available to schools.	Report detailing work undertaken to identify potential sources of financing and assessment of those most likely to be viable (minimum of 4 pages)	10%	4 months after award
4	Proof that loan applications (minimum 3) have been submitted and accepted as complete by financing entity.	Copy of application, and document from financing institution indicating receipt	25%	8 months after award
5	Decision on loan applications (minimum 3) from financing entity, and proof of disbursement	Proof of funds being disbursed	45% (15% per successful application)	Up to 10 months after award