

## Amendment to Request for Proposal

**Amendment number:** 1

**Reference Request for Proposal Number:** RFP-CATALYZE-APEP-2024-0002

**Amendment effective date:** April 27, 2024

**Description of Amendment:**

1. This amendment serves to modify the first set of eligibility criteria under the **Evaluation and Award Process** section requiring the applicant to “Must be a legally registered entity in one of the project’s 10 target countries or the United States of America for a minimum of one year” to “**Must be a legally registered entity in any country not currently deemed a prohibited source by USAID**”

## Request for Proposal (RFP)

Subject RFP #:	RFP-CATALYZE-APEP-2024-0002
RFP Issue Date:	April 9, 2024
Project	CATALYZE Innovative Blended Finance
The Company	Palladium International, LLC
Country of Performance	Latin America and the Caribbean: Barbados, Chile, Colombia, Costa Rica, Dominican Republic, Ecuador, Mexico, Panama, Peru, and Uruguay
Closing Date and Time	May 3rd, 2024 at 17:00 EST (UTC-5)
Questions Deadline	<input checked="" type="checkbox"/> Accepted at <a href="mailto:catalyze.procurements@thepalladiumgroup.com">catalyze.procurements@thepalladiumgroup.com</a> by April 19 <sup>th</sup> , 2024 at 17:00 EST (UTC-4) <input type="checkbox"/> N/A
Bidders' Conference	<input checked="" type="checkbox"/> April 23 <sup>rd</sup> , 2024 at 14:00 EST (UTC-5) <input type="checkbox"/> N/A
Details for Submission	Submissions will be accepted: <input checked="" type="checkbox"/> Electronically: email to <a href="mailto:catalyze.procurements@thepalladiumgroup.com">catalyze.procurements@thepalladiumgroup.com</a>
Offer Validity Period	6 months

Thank you for your interest in the above procurement. As implementer for the CATALYZE Innovative Blended Finance Project funded by United States Agency for International Development (USAID), Palladium invites you to submit a proposal for the scope of work attached in Annex A. Your proposal must be valid for the Validity Period.

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.

Yours 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 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.

Within CATALYZE, the Americas Partnership for Economic Prosperity (APEP) Accelerator Activity is a two-year initiative focused on promoting the inclusive growth of social and impact startup enterprises within the Americas Partnership countries, which include Barbados, Chile, Colombia, Costa Rica, Dominican Republic, Ecuador, Mexico, Panama, Peru, and Uruguay. The Activity aims to facilitate socioeconomic and climate impacts, improve employment, and increase incomes in the target region.

The CATALYZE APEP Accelerator Activity will facilitate resources to strengthen startup enterprises, strengthen regional networks, and establish market linkages to address current gaps in the ecosystem, providing these enterprises with a range of capacity building and investment readiness support and building links to markets, investors, other entrepreneurs, and other stakeholders. Through these resources, startup enterprises will be better able to improve business productivity and access new markets and financing to scale their businesses, leading to financial returns alongside positive socioeconomic and climate impacts in the region.

The CATALYZE APEP Accelerator Activity objectives are:

1. Improve the internal capacities and performance of social and impact startup enterprises in the target region.
2. Mobilize additional investment to social and impact startup enterprises in the target region.
3. Strengthen and better integrate regional entrepreneurial ecosystems and networks.

## **Purpose**

The purpose of this RFP is to identify a partner that can provide a train-the-trainer program to accelerators and enterprise strengthening organizations (ESOs) that are working with small and micro enterprises (SMEs) in one or more of the 10 target countries of the Activity, to strengthen their capacities to better serve these enterprises and in turn to generate a more resilient and inclusive entrepreneurial ecosystem.

The selected partner will be responsible for identifying local ESOs that are seeking to improve their acceleration/incubation models and carry out trainings to them directly through in-person, virtual, or hybrid

means. It is expected that a **minimum** of 25 local ESOs<sup>1</sup> participate in the train-the-trainer program, with a minimum of 1 ESO participating from each of the 10 target countries. The selected partner is expected to prioritize providing support to ESOs that are operating in countries or regions where the entrepreneurial ecosystem is less developed, such as ESOs operating in Barbados, Costa Rica, Dominican Republic, and Panama or in rural areas outside of major entrepreneurial hubs. Offerors are encouraged to include multiple ESOs from each country in the program to widen the impact of the train-the-trainer program. The selected partner will also be intentional in their selection of assisted ESOs to prioritize those that can provide services to micro-enterprises, informal entrepreneurs, and/or enterprises that operate in underserved sectors and regions.

The selected partner would provide local ESOs with trainings to improve the inclusivity of ESOs' recruitment and selection of participating enterprises, and methodology to better integrate enterprises that lack support from current ecosystem actors (i.e gender lens or justice, equity, diversity and inclusion (JEDI) lens). The identified partner would also provide local ESOs with a methodology transfer of investment readiness trainings and tools that strengthen the ESO's capacities to assist enterprises in understanding their capital requirements, differentiating between various financing options, and being better equipped to seek out appropriate financing for their businesses (these tools and templates could include: development of a justifiable ask, investor materials such as presentation, financial model, or other diligence materials, and negotiation best practices with capital providers).

Lastly, the selected partner would facilitate connections between the participating local ESOs and regional ESOs to strengthen regional connectivity across the entrepreneurial ecosystem.

The goal of the activity is to generate sustainability and additionality in the entrepreneurial ecosystem by developing the capacities of local ESOs so that they may begin offering new (or improved) yet highly needed trainings to enterprises that are currently not available or are insufficient.

To be eligible under this Tender, applicants must demonstrate a track record of successfully improving the capacities, specifically in terms of investment readiness and inclusivity, of incubators, accelerators, and/or ESOs. Proposals should also demonstrate the applicant's ability to offer the train-the-trainer program to ESOs across the project's 10 target countries.

### **Type of Contract**

Palladium intends to issue a Firm Fixed Price subcontract to the selected offeror with a maximum amount of \$300,000.

### **Anticipated Contract Period of Performance**

The contract period of performance will be a one-year contract.

### **Place of Performance**

The activities to be performed under this contract will take place within the project's 10 target countries: Barbados, Chile, Colombia, Costa Rica, Dominican Republic, Ecuador, Mexico, Panama, Peru, and Uruguay. See the Instructions for Submission of Cost Proposal for travel assumptions.

### **Illustrative Example of Key Deliverables and Timeline**

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<sup>1</sup> Local ESOs are defined as those based and operating in one of the ten APEP partner countries.

Deliverable #	Deliverable Description	Illustrative Deadline	Payment Amount of contract total
1	Workplan including GANTT chart of activity timeline and strategy to identify local ESOs	1 week/5 business days from award date	15%
2	Recruitment of at least 10 local ESOs into the train-the-trainer program	3 months from award date	10%
3	Recruitment of at least 15 additional local ESOs into the train-the-trainer program	6 months from award date	10%
4	Survey data from recruited local ESOs to establish baseline of capacities when beginning the train-the-trainer program	6 months from award date	10%
5	Completion of train-the-trainer program by at least 10 local ESOs with demonstrated improvements to their methodologies and capacities.	6 months from award date	20%
6	Completion of train-the-trainer program by all recruited local ESOs, minimum of 25 (cumulative), with demonstrated improvements to their methodologies and capacities	10 months from award date	20%
7	Final report and presentation of results	12 months from award date	15%

### 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 (max 2 pages)
- (c) Past Experience including description of relevant projects previously performed by the firm, demonstrating expertise in providing train-the-trainer programs or offering similar services to ESOs (max 4 pages)
- (d) Technical Proposal & Management Approach detailing the structure of the program that the applicant will carry out to meet the anticipated scope and outcomes of the RFP. (max 6 pages)
- (e) GANTT chart showing the timeline for activities included in the technical proposal
- (f) Contact details for three referees (max 1 page)
- (g) All supporting documentation specified below in the pass/fail evaluation criteria.

#### 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:

- (a) Budget in Microsoft Excel with all formulas visible (unlocked)
- (b) Accompanying Word Document with all cost assumptions and explanations

**Key assumptions**

- Budget in 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.
  - Any relevant travel that is expected to be required for this activity

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.

**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 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>
(a)	Must be a legally registered entity in any country not currently deemed a prohibited source by USAID.	Copy of certificate or articles and memorandum of associate
(b)	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
(c)	Must have a Unique Entity Identifier (UEI) or submit proof of UEI registration. Offerors can register at <a href="http://SAM.gov">SAM.gov</a>	UEI number, screenshot of registration confirmation, or email confirmation of registration.
(d)	Certify that they are not part of a government or any government structures. Additionally, certify that they are not affiliated with any political party nor engaged in any partisan activities.	Completion and certification of annexed Due Diligence Questionnaire.

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

<b>Evaluation Criteria</b>	<b>Documents Evaluated</b>	<b>Points</b>
Technical Approach	Technical proposal includes recruiting and selection approach, proposed methodology and timeline (content and tools that would be offered to participants, and medium of delivery, i.e. virtual and/or in person), value proposition of how the offered training is differentiated and needed by ESOs and the entrepreneurial ecosystem.	30
Past Performance Record	References and demonstrated experience and success in providing similar training/capacity building services to ESOs.	20
Geographic Coverage	Technical proposal includes detail as to the geographic coverage that the applicant can provide the train-the-trainer program to. Considerations should include the offeror's capacities and experience within the target countries and strategy to reach relevant target countries.	20
Inclusivity Focus	Offeror's approach includes considerations to highlight the inclusive nature of the work with the program leading to improved integration and participation from underserved/informal enterprises. Additional considerations within this criterion include strategy that selected firm will utilize to identify and work with local ESOs that operate in more remote/rural regions and that require technical assistance.	30
<b>TOTAL</b>		<b>100</b>

(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 (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.

## **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.

### **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

Attachment 2- FFATA Form (will be required only for successful offeror, where applicable – included for awareness only)

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.procurements@thepalladiumgroup.com](mailto:Catalyze.procurements@thepalladiumgroup.com)