

Amendment to Request for Proposal

Amendment number: 1
Reference Request for Proposal Number: RFP-CATALYZE-EDU-2024-0111

Amendment effective date: 11/13/2024

Description of Amendment:

This amendment serves to modify the RFP Closing Date from November 25, 2024, to November 15, 2024.

All other terms and provisions remain unchanged.

Request for Proposal (RFP)

| | |
|--------------------------------------|---|
| Subject RFP #: | RFP-CATALYZE-Edu-2024-0111 |
| RFP Issue Date: | October 25, 2024 |
| Terms of Reference / Specifications: | |
| Project | CATALYZE Innovative Blended Finance |
| The Company | Palladium International, LLC |
| Country of Performance | USA |
| Closing Date and Time | November 15, 2024 |
| Questions Deadline | <input type="checkbox"/> Accepted at catalyze.procurements@thepalladiumgroup.com by November 1, 2024 <input type="checkbox"/> N/A |
| Bidders' Conference | <input type="checkbox"/> Insert Date, Time, and Place Here <input checked="" type="checkbox"/> N/A |
| Details for Submission | Submissions will be accepted: <input checked="" type="checkbox"/> Electronically: email to catalyze.procurements@thepalladiumgroup.com <input type="checkbox"/> In hard copy (sealed bids) at the Palladium office |
| Offer Validity Period | 90 days |

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.

Purpose

The purpose of this RFP is to engage the technical services of an Education Technical Specialist, Senior Consultant for 45 days over a period of three months to support the Portfolio Director of EduFinance in the technical oversight and management of several key activities under the CATALYZE Education portfolio.

A complete scope of work is attached as Annex A.

Type of Contract

Palladium intends to issue a Level of Effort (LOE)-based independent consultant agreement to the selected offeror. The estimated level of effort is not to exceed 45 days.

Anticipated Contract Period of Performance

January 2nd, 2025 – March 31, 2025

Place of Performance

The activities to be performed under this contract will take place in the USA.

Instructions to Offerors

CVs and daily rates must be submitted by email no later than the time and date specified on the cover page.

1. CV

For the technical proposal, the offeror must submit:

- (a) Background on the individual/firm and relevant expertise (max 2 pages)
- (b) Past Experience Information/Capability Statement
- (c) Contact details for three referees (max 1 page)

2. Daily Rate

Please submit daily rate value for salary calculations.

Submission of Offers

Electronic proposals must be submitted by sending an email the technical proposal and the RFP number in the subject lines. 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 as provided below:

| | Requirement | Supporting Documentation |
|-----|---|---------------------------------|
| (a) | 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 |

- (2) If these minimum criteria are met, the offer's proposal will be evaluated according to their fulfilment of the preferred requirements for the position, as listed in the Scope of Work. Competencies in these areas must be described in the cover letter and CV.

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

- Proposed daily rate, relative to other offers received
- Realism and reasonableness of the work to be performed
- Compliance with USAID cost principles for individual consultants

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 offer you will certify that that you are in agreement with the contract terms and conditions as included in this solicitation and that all prices include all aspects of the required compliance with the terms and conditions of the proposed contract.

Attachment 1- Due Diligence Questionnaire

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

Annex A: Scope of Work

Education Technical Specialist, Senior Consultant, CATALYZE EduFinance

Estimated Level of Effort: Anticipated LOE not to exceed 15 days a month

Period of Performance: 3 months with possibility of extension

Location: In Palladium's Washington, DC office or remote

Company Overview:

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 foundations, investors, governments, corporations, communities and civil society to formulate strategies and implement solutions that generate lasting social, environmental and financial benefits.

For the past 50 years, we have been making Positive Impact possible. With a team of more than 2,500 employees operating in 90 plus countries and a global network of more than 35,000 technical experts, Palladium has improved - and is committed to continuing to improve - economies, societies and most importantly, people's lives.

Palladium is a child-safe organisation, and screens applicants for suitability to work with children. We also provide equal employment to all participants and employees without regard to race, color, religion, gender, age, disability, sexual orientation, veteran or marital status.

Project Overview and Role:

The Education Technical Specialist will be an important member of the USAID-funded \$250 Million CATALYZE program. CATALYZE is a DC-based, global innovative finance project that will mobilize \$2 Billion in blended finance over an eight-year period. CATALYZE serves as a "platform of platforms" that will provide services to many missions and bureaus that "buy in" to tap the CATALYZE investment and pay-for-results project management expertise.

The CATALYZE Education Portfolio constitutes a large percentage of the overall CATALYZE portfolio of Activities and is in its final two years of implementation. This portfolio consists of several Activities: 1) Education finance ('EduFinance') which focuses on the mobilization of private investment to increase and improve education and learning for economically disadvantaged learners. EduFinance implements activities in Latin America and the Caribbean (Dominican Republic, El Salvador, Guatemala, Haiti, and Paraguay) – set to close in December 2025) and in Africa (Kenya, Rwanda, South Africa, Tanzania, and Zambia) – set to close in September 2026; 2) Early childhood care and education (ECCE), with activities in Honduras, Paraguay, Ethiopia, Liberia, Malawi, Rwanda, and South Africa – set to close in September 2025; and 3) A blended finance program in Iraq focused on tertiary-level education and above (Access to Finance – A2F - Iraq) - set to close in 2025.

The Education Technical Specialist will serve as a technical thought leader of the CATALYZE Education Portfolio. In this capacity, they will support the Portfolio Director of EduFinance and other EduFinance, ECCE, and A2F team members in the technical oversight and management of several key activities under the CATALYZE Education portfolio.

Primary Duties and Responsibilities:

- Provide technical leadership to the Education Portfolio. This consists of providing technical leadership to the Education Finance Network (EFN). The EFN is a community of practice implemented under CATALYZE EduFinance. EFN's purpose is to amplify and share the learnings and results of education finance, develop evidence that supports the growth and technical excellence of education finance as a field, and build capacity of USAID staff in education finance topics. The Education Technical Specialist will provide technical oversight of the EFN including reviewing deliverables and overall ensuring a high standard of work from the EFN. The consultant will also support technical work emerging from the broader Education Portfolio, namely supporting the consolidation of training, learning, and research, to support the completion of the Education Portfolio's consolidated learning agenda, in the lead up to close-out of CATALYZE in 2027.
- Contribute to the development of Learning Briefs and Impact Case Studies for EduFinance, ECCE and A2F Iraq. These learning briefs and impact case studies are deliverables of each activity under the CATALYZE Education Portfolio and are meant to capture and showcase the key lessons learned and impacts generated by the activities. The Education Technical Specialist will work with the technical teams to develop content for these deliverables, help ensure that the learning briefs and impact case studies are on track, review these deliverables

to make sure they are at a level of technical excellence, and other responsibilities that may arise in the production and dissemination of these deliverables.

- As needed -- contribute to the development of an education finance training to USAID staff. USAID's Center for Education is considering developing and rolling out a comprehensive training program on education finance for USAID Mission and regional bureau staff. If this activity takes place, the Education Technical Specialist will be responsible for overseeing this training, helping ensure the training curriculum is at an excellent level of technical quality and meeting client objectives. This includes supervising the sub-awardee who has been planned to carry out the day-to-day design, development, and roll-out of the training and contributing to the technical content of the training. If this activity is undertaken, the expected LOE to manage this work is approximately 15 days per month (in addition to the other activities listed above).
- The role will liaise closely with members of the CATALYZE Education Portfolio management and technical teams, Buy-in Activity Management Units (AMUs), the core CATALYZE Project Management Unit (PMU), the core CATALYZE leadership team, and the core CATALYZE monitoring, evaluation, and learning (MEL) team, as well as other stakeholders as needed.

Required Qualifications:

- Experience working in one of the following technical areas: education, early childhood care and education (ECCE), or training, with a preferred focus on international development
- Experience with technical writing and publication of research related documents
- Works with respect and dignity for all colleagues and promotes a cooperative team working environment
- Excellent written and verbal communication skills
- Sound problem solving and decision-making skills
- Ability to work with a low level of supervision and as a part of a team
- High level of attention to detail and accuracy
- Good organizational and planning skills
- Excellent skills in Microsoft Office
- Excellent English language communication skills; fluency in an international language a plus
- Familiarity with inclusive finance, blended finance, and impact investing field preferred but not required

Consultant reports to: Education Portfolio Director, CATALYZE