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MAKING OUR WORLD A BETTER PLACE FOR GOOD

Request for Proposals

Issue date:	December 23, 2022
RFP Number:	FY23-COL-RFP-017-YRA
RFP Title:	Quantitative data collection for USAID's Youth Resiliency Activity (YRA) mid-term performance evaluation.
Bidders Conference:	January 10, 2023 at 9:00 AM
Questions Due Date:	January 11, 2023 at 5:00 p.m. Bogotá time
Closing Date and Time for All Proposals:	January 20, 2023 at 5:00 p.m. Bogotá time
Maximum Subcontract Value:	COP\$452,500,000.00
Execution period:	Three (3) months from signing the subcontract

Place of Performance: Cáceres (Antioquia), Caucasia (Antioquia), Medellín (Antioquia), Apartadó (Antioquia), Turbo (Antioquia), Arauquita (Arauca), Arauca (Arauca), Barranquilla (Atlántico), Bogotá D.C. (Bogotá D.C.), Cartagena (Bolívar), Florencia (Caquetá), San Vicente Del Caguán (Caquetá), Cartagena Del Chairá (Caquetá), Corinto (Cauca), Jambaló (Cauca), Santander De Quilichao (Cauca), Caloto (Cauca), Bojayá (Chocó), Quibdó (Chocó), Istmia (Chocó), Soacha (Cundinamarca), Riohacha (La Guajira), La Macarena (Meta), Vista Hermosa (Meta), Tumaco (Nariño), El Tarra (Norte de Santander), Cúcuta (Norte de Santander), Tibú (Norte de Santander), Buenaventura (Valle del Cauca), Cali (Valle del Cauca).

To All Prospective Offerors:

Panagora Group SAS (herein after referred to as Panagora SAS) issues the above referenced Request for Proposals (RFP) for in person and/or remote data collection services for a performance evaluation.

Instructions and Evaluation: Instructions for preparing proposal quotations are found below and proposals will be evaluated based on the criteria described in Section C. An award shall be made to the Offeror whose proposal most effectively addresses the scope and technical conditions described below and which offers the best value to Panagora Group SAS.

Panagora Group SAS will only evaluate proposals that fully comply with the requirements established herein for the personnel experience, proposed execution times, and which do not exceed the maximum value established in this RFP. Proposals that Panagora Group SAS considers to have an unrealistically low economic value will not be evaluated.

Conference Date and Time: Panagora SAS will hold an open conference on December 19, 2022, to present the RFP to organizations interested in participating in the process. The purpose of this

meeting is to present the objectives, scope, and results expected from the subcontract to be signed as a result of this Request for Proposal – RFP. The conference will be held at the Panagora SAS offices, located at Carrera 7 No.74 B-36, Edificio Calle 74, Piso 6.

Companies interested in participating in the conference must confirm their attendance by emailing contratos@panagoracolombia.net no later than January 9, 2023 at 03:00 PM. The email must indicate the name of the company, the person who will attend, and the attendee's identification document number. Only one (1) person per potential bidder will be allowed to attend the conference.

Questions: Questions regarding this solicitation must be submitted by email and shall be sent directly to contratos@panagoracolombia.net no later than January 11, 2023 at 5:00 PM Bogota, Colombia time. Questions or inquiries made through any other channel will not be answered. All questions are due by the date specified above. Panagora Group SAS reserves the right to amend this solicitation if a substantive number of questions is received that affect the response to the solicitation or if changes are made to the closing date and time, as well as changes to other aspects of the RFP. Any amendments to this solicitation will be provided to all recipients of this RFP.

Submission Due Date and Time: Proposals shall be submitted electronically by bidders no later than the stated closing date and time specified above via email to contratos@panagoracolombia.net. Bidders must attach all requested files, including the budget proposal, both in editable format (Word, Excel, etc.) and in protected format (PDF) carrying the signature of the legal representative or duly authorized person.

Panagora SAS reserves the right to award a subcontract without discussions or the submittal of final revised quotations. Therefore, Offerors are advised to carefully review the RFP in detail, raise questions and request clarifications by the indicated due date, and to submit a comprehensive proposal that meets all requirements noted in this RFP and includes all costs, by the specified due date and time. Accordingly, the Offerors' initial offer should contain its best terms from both a cost and technical standpoint.

The current selection process is carried out under the prime contract between Panagora Group and USAID with the same terms and conditions, the subcontract award is conditional on the availability of assigned funds.

Sincerely,

Ana Maria Rivera
Chief of Party, Panagora SAS

SECTION A – TERMS OF REFERENCE

A.1 BACKGROUND

Panagora Group is a woman-owned small US-based company that provides monitoring and evaluation services in the international development sector. Panagora Group SAS is currently implementing the Monitoring, Evaluation, and Learning activity in Colombia (MEL activity), under a contract allocated by the United States Agency for International Development (USAID)/ Colombia. The primary objective of the MEL activity is to provide the USAID/Colombia mission technical assistance and advisory services through the support in monitoring, design, and implementation of performance and impact evaluations, as well as other types of evaluations and research, as well as geographical information systems services (GIS) and data management in general with initiative development cross-sectional for collaboration, learning, and adaptation (CLA).

Panagora develops evaluations that include but are not limited to the evaluation's approach design, including the identification of the control group, the reference data collection, the reference information reconstruction (in the case where a baseline has not been developed for the activity), and the midterm and final results compilation, analysis, and dissemination based on the available data in each of those terms.

A.2 OVERALL OBJECTIVE

The objective of this RFP is to obtain proposals from interested firms which have the capacity to provide the USAID/Colombia MEL Activity with technical services related to data collection for the performance evaluation of the USAID Youth Resiliency Activity (YRA). The MEL Activity seeks proposals from entities and/or specialized organizations with proven experience in:

- Sample design for the collection of quantitative information in person and remotely.
- Design and application of surveys in person and remotely.
- Analysis of quantitative information.
- Preparation of reports and field results.

A.3 SERVICES REQUIRED

The selected subcontractor, under the technical direction of the MEL Activity, should design a sample that maximizes accuracy and minimizes costs; determine the sample frame; comment on questionnaires; define scripts in coordination with the MEL Activity; recruit and hire surveyors; train surveyors in coordination with the MEL Activity; organize the logistics of data collection; clean the data; apply the protocols established by the MEL Activity; and provide the respective statistical summary of the most important variables for the evaluated activities (list agreed upon with the MEL Activity).

It is expected that the entire data collection process including piloting, instrument adjustment, fieldwork, and database/dictionary delivery will not require more than 3 months once the execution of the activities has begun. In particular, fieldwork is expected to last no more than 3 weeks and must be completed before the end of the second month of the subcontract.

Panagora Group SAS is a company that promotes equal opportunity and prohibits discrimination and harassment of any kind without regard to ethnicity, race, religion, color, age, sex (including pregnancy), national origin, disability status, veteran status, sexual orientation, gender identity or expression, marital status, parental status, political affiliation, or any other characteristic protected by federal law, state or local states of both the United States and the Republic of Colombia. Both Panagora and USAID do not tolerate any type of discrimination (in any form, including harassment) of any employee or applicant for employment on any of the above-described bases. Panagora strongly encourage all its subcontractors, consultants and other vendors to develop and enforce nondiscrimination policies consistent with Panagora and USAID's approaches to workplace nondiscrimination as described in 48 CFR 752.222.71 – Nondiscrimination. As this RFP is for an evaluation of a USAID/Colombia Activity aimed at young people, Panagora Group SAS invites the selected subcontractor to include this population segment within its work team during the execution of the subcontract.

A.3.1 Scope of Required Data Collection

The subcontract resulting from this selection process will have a total scope of 2,433 surveys, of which 1,087 must be conducted in-person and 1,346 virtually. The detail of the number of surveys that must be carried out is presented below by modality:

- a. 50 in-person surveys of youth participating in the YRA Family Cohesion Plans in 2 municipalities.
- b. 50 in-person surveys of relatives of youth participating in the YRA Family Cohesion Plans in 2 municipalities.
- c. 687 in-person surveys of youth participating in YRA that will be carried out in 30 municipalities.
- d. 545 virtual surveys of youth participating in YRA.
- e. 300 in-person community surveys on the use of public spaces in 14 municipalities.
- f. 145 virtual surveys to organizations of YRA employability ecosystem.
- g. 336 virtual surveys to organizations in YRA entrepreneurship ecosystem.
- h. 270 virtual surveys of YRA stakeholders and implementers at the local level.
- i. 50 virtual surveys by telephone to youth who have withdrawn from YRA.

A.3.2 Expected Products

I. Preparation

- a. Prepare a work plan detailing the completion of tasks (including the survey team structure and routes) within the specified period of activity execution.
- b. Develop the sample design, size, and frame from the information provided by the MEL Activity or other proposed sources.
- c. Provide feedback on the data collection instruments that will be designed by the MEL Activity.
- d. Program and code data collection instruments on relevant mobile/digital data collection platforms.
- e. Design the application manual for the data collection instruments.
- f. Test the electronic version of the data collection instruments using the mobile / digital platforms described in point d.

- g. Coordinate with the MEL Activity and the implementing partner the access to contacts in the territory before starting the data collection, if necessary.
- h. Present the safety and biosafety protocol for field work to the MEL Activity.

II. Training

- a. In collaboration with the MEL Activity, schedule relevant three-to-four-day training sessions on: the proper use of mobile data collection software; survey content and familiarization with technical or thematic concepts specific to the instruments; interpersonal communication techniques to avoid response bias and fatigue in the interviewee; and adequate review processes to ensure data quality. Likewise, the subcontractor must include the following in the training: the protocols and key aspects in relation to the approach and application of surveys to young people, family members, public officials, the private sector or others. The training should result in a full understanding by the collection team of the purpose, scope, and specific activities.
- b. In collaboration with the MEL Activity, carry out field tests (pilots) of the surveys. Quantitative instrument tests must be carried out in one of the municipalities where the YRA Activity is implemented.

III. Data Collection

- a. Coordinate the logistics of face-to-face, virtual, and telephone data collection activities, which may include transportation, lodging, per diems, or data packages for enumerators and field supervisors.
- b. Adhere to the data quality review process agreed to with the MEL Activity.
- c. Direct, perform, and supervise the data collection process and provide weekly written progress reports to the MEL Activity team, including access to partial loads of information.

IV. Data Cleaning and Analysis

- a. Design data reports following the categories of variables and information designed in the quantitative data collection instruments.
- b. Review the final version of the electronic database that will be delivered to the MEL Activity in .xlsx format. and STATA format (.dta). The subcontractor must deliver the STATA files with explanations in the form of a note that are pertinent to the operations carried out. The subcontractor should note any outliers, identify errors, and provide instructions to correct/address them within the Excel file, using colors to highlight findings and comments. The annotated version of the Excel file will be considered final. The subcontractor must deliver an annotated version and a clean version. Set sample weights as needed.
- c. Present a summary of the variables collected, for example, statistical moments and correlation tables. For each variable, present a numerical summary of the different aspects of the variables under study: position measurements (Average, Mode, Mean, Minimum, Maximum, Percentiles, among others), dispersion (Variance, Deviation, Range, Amplitude, among others), distribution (Asymmetry coefficient, Kurtosis coefficient), and correlation tables according to the previously selected key variables agreed to with the MEL Activity and the subcontractor. Make a proposal to display the descriptive statistics of the data obtained in the collection. This visualization must allow summary tables and charts in Excel.

- d. Data cleaning and analysis will be coordinated with the MEL Activity team.
- e. Translate the data collection instruments into English. This translation will take the final instruments used in the quantitative data collection as its starting point. This translation is expected to be done by an expert and to be of high technical quality.
- f. Recode empty spaces into the final database (eg -999 for values that do not apply, -99 for don't know, -9 for no answer) and align the database dictionary with this recoding. The final structure of the recoding will be agreed on with the MEL Activity.
- g. Anonymize the database following the protocol developed by the MEL Activity.
- h. Translate the final database and its respective dictionary into English. This translation will correspond to the anonymized version of the database.
- i. Produce a short document (no more than 10 pages) in English covering the methodological elements of data collection and processing. The MEL Activity will deliver the structure of the document with a brief description of what is expected in each of the sections.

A.4 SAMPLE DESIGN GUIDE

The required data collection is for the midterm performance evaluation of USAID's YRA Activity. This activity aims to support youth in high-risk settings to reach their full potential as safe, productive, and healthy participants, within supportive environments where violence is prevented and crime risks are mitigated. To achieve that goal, YRA seeks to achieve the following results:

- Result 1 (R1): Establishment of healthy relationships and networks.
- Result 2 (R2): Creation of youth-focused protective environments.
- Result 3 (R3): Improved economic empowerment of young people.
- Transversal result (R4): Improved strategic communication for social cohesion.

YRA is implemented in 30 prioritized municipalities, which are distributed in 13 departments.

A.4.1 Surveys: Expected population, instruments, and sizes

Seven (7) surveys will be developed to collect the data for this mid-term evaluation, each with a different instrument and target population. Application times are estimated and defined below for each type of survey. The details of the universe of beneficiaries and the guidelines for the sample design for each of the proposed surveys are described below:

I. Survey of youth and family members participating in the Family Cohesion Plans

One of the results of YRA is the establishment of healthy relationships and networks. As such, for some of the youth participants, the activity prioritizes intervention in the family environment through the Family Cohesion Plans. Currently, the greatest progress in the implementation of these plans is focused on the municipalities of Florencia and San Vicente del Caguan in the Department of Caquetá. In both of these municipalities, as of September 30, 2022, there are 25 youth participants in these plans who are considered active YRA participants.

Due to the above, it is proposed that the data collection for these youth be a census. The unit of analysis is the youth, and for each youth it is necessary to conduct two surveys: one (1) for the youth and one (1) for a family member who is participating in the Family Cohesion Plan. As a result, a total of

50 surveys would need to be conducted in each municipality for a total of 100 surveys. The selection criteria for the family member will be agreed to with the MEL Activity.

Table 1 – Survey of youth and family members participating in the YRA Family Cohesion Plans

Department	Municipality	Youth	Relatives
Caquetá	Florencia	25	25
	San Vicente del Caguán	25	25

For each survey, the estimated application time is 30 minutes. The surveyor must ensure that the survey is answered in its entirety regardless of the estimated length of time. YRA will provide the subcontractor with a list of contact information for the youth and their families, so that they can be used as input for the data collection.

II. Survey of YRA youth participants

The universe of this survey is made up of two groups. The first group corresponds to the youth participants in the interventions related to the creation of youth-centered protective environments, in particular those interventions that use methodologies related to the knowledge, attitudes, and practices of the youth. As of September 30, 2022, this group consisted of at least 4,866 participants. Within this group, there is another group of particular interest—the Municipal Youth Councilors (CMJ)—with whom YRA has deployed specific interventions. This group has at least 214 participants. The second group corresponds to the youth participants of the Youth Innovation and Communication Laboratory (YCIL), which includes at least 706 participants. There may be participants who are in both groups.

A minimum sample size of 687 surveys is expected for the first group, of which 29 must correspond to CMJ. A minimum sample size of 545 surveys is expected for the second group.

Table 2 – Sample for the survey of YRA youth participants

Group	Sample (n)
Group 1	687 (29 CMJ)
Group 2 YCIL	545

The estimated application time is 40 minutes for each survey. The surveyor must ensure that the survey is answered in its entirety regardless of the estimated length of time. The interventions in which young people from the two aforementioned groups have participated have been carried out in the 30 municipalities in which YRA is implemented.

Table 3 – Group 1 participants by municipalities in which YRA has intervened¹

Department	Municipality	# of participants	% of participants	Sample	# of CMJ	% of participants	Sample CMJ
Antioquia	Apartadó	21	0.39	3			
	Cáceres	53	0.98	8	10	4.61	2
	Caucasia	37	0.68	5			

¹ The MEL activity does not currently have detailed information on the municipalities of the YCIL Group 2 participants.

	Medellín	437	8.08	56			
	Turbo	40	0.74	5			
Arauca	Arauca	186	3.44	24			
	Araucuita	187	3.46	24	13	5.99	2
Atlántico	Barranquilla	309	5.71	39			
Bogotá D.C.	Bogotá D.C.	567	10.48	72			
Bolívar	Cartagena	144	2.66	18	36	16.59	5
Caquetá	Cartagena Del Chairá	212	3.92	27			
	Florencia	402	7.43	51	26	11.98	3
	San Vicente Del Caguán	56	1.04	7	14	6.45	2
Cauca	Caloto	27	0.5	3			
	Corinto	52	0.96	7	18	8.29	2
	Jambaló	120	2.22	15			
	Santander De Quilichao	189	3.49	24	17	7.83	2
Chocó	Bojayá	51	0.94	6			
	Istmina	188	3.48	24			
	Quibdó	340	6.29	43	14	6.45	2
Cundinamarca	Soacha	205	3.79	26	17	7.83	2
La Guajira	Riohacha	205	3.79	26	15	6.91	2
Meta	La Macarena	19	0.35	2			
	Vista Hermosa	22	0.41	3			
Nariño	Tumaco	192	3.55	24	17	7.83	2
Norte de Santander	Cúcuta	364	6.73	46			
	El Tarra	17	0.31	2			
	Tibú	26	0.48	3			
Valle del Cauca	Buenaventura	104	1.92	13	20	9.22	3
	Cali	636	11.76	81			
TOTALS		5408		687	217		29

YRA will provide the MEL Activity with a list of contact information for the youth and their families, so that they can be used as input for the data collection.

III. Survey on the transformation of public spaces

As part of the YRA intervention, it is planned to transform public spaces in each of the prioritized municipalities in order to respond to the needs and interests of the youth. So far, 30 spaces distributed across 14 municipalities have been transformed, as can be seen in Table 4:

Table 4 – Public spaces in which YRA has intervened

Department	Municipality	Zone
Antioquia	Medellín	Urban
	Medellín	Rural
	Medellín	Urban
Arauca	Arauca	Urban
	Araucuita	Urban
	Araucuita	Urban
	Arauca	Urban
Bolívar	Cartagena	Urban
	Cartagena	Urban
Caquetá	Florencia	Urban
	Florencia	Urban
	Cartagena Del Chairá	Urban
	Cartagena Del Chairá	Rural
Cauca	Jambaló	Rural
	Jambaló	Rural
	Santander De Quilichao	Rural
	Santander De Quilichao	Rural
	Santander De Quilichao	Urban
Chocó	Quibdó	Urban
	Quibdó	Urban
	Istmina	Urban
	Istmina	Urban
Cundinamarca	Soacha	Urban
La Guajira	Riohacha	Urban
	Riohacha	Urban
	Riohacha	Urban
	Riohacha	Urban
Nariño	Tumaco	Urban
Nariño	Tumaco	Urban
Valle del Cauca	Buenaventura	Urban

It is required to visit the 30 spaces in which the activity has intervened, For each space, four (4) face-to-face surveys must be carried out with youth who use the spaces, and six (6) face-to-face surveys with other informants (for example, shopkeepers, community leaders, housewives, among others), making a total of 10 surveys per space. The selection criteria for the youth and survey participants will be agreed to with the MEL Activity.

Table 5 – Sample for the survey of public spaces

Number of Spaces	Survey of youth by space	Survey of other informants by space	Sample (n)
30	4	6	300

The estimated application time is 30 minutes for each survey. The subcontractor must ensure that the survey is answered in its entirety regardless of the estimated length of time.

IV. Survey of participants in the YRA employability ecosystem

To achieve Result 3, YRA works with multiple actors in the employability ecosystem in the municipalities and departments intervened in by the activity in order to reduce barriers to employability for young participants. The universe of this survey is made up of officials who are part of this ecosystem in the municipalities or corresponding departments that are prioritized by YRA.

For each of the municipalities and departments, the following stakeholders should be surveyed:

Table 6 – Sample for the survey of participants in the YRA employability ecosystem

Actor	Number of informants by Department or Municipality	Geographic Level	Total informants
SENA	1	Department	14
Cajas de Compensación	1	Department	14
Instituciones de educación superior	1	Department	14
Gobernaciones	1	Department	13
Alcaldías	1	Municipality	30
Empleadores	2	Municipality	60
TOTAL			145

Note: Bogota D.C. and Cundinamarca are treated as independent entities. Therefore, in some of the departmental exercises 14 participants are estimated, which includes those from Cundinamarca and Bogotá D.C.

The estimated application time is 30 minutes for each survey. The subcontractor must ensure that the survey is answered in its entirety regardless of the estimated length of time. The survey participant selection criteria will be agreed to with the MEL Activity.

V. Survey of participants in the YRA entrepreneurship ecosystem

To achieve Result 3, YRA works with multiple actors in the entrepreneurship ecosystem in the municipalities and departments intervened in by the activity in order to reduce barriers to entrepreneurship for young participants. The universe of this survey is made up of officials who are part of this ecosystem in the municipalities or corresponding departments that are prioritized by YRA.

For each of the municipalities and departments, the following stakeholders should be surveyed:

Table 7 – Sample for the survey of participants in the YRA entrepreneurship ecosystem

Actor ²	Number of informants by Department or Municipality	Geographic Level	Total informants
SENA	3	Department	42
ICBF	1	Department	14
Instituciones de educación superior	1	Department	14
Gobernaciones	1	Department	13
Alcaldías	1	Municipality	30
Instituciones Educativas	2	Municipality	60

² The survey participants, despite belonging to the same institutions, are probably different from those included in Table 6 due to the nature and specialty of their functions.

Cámaras de Comercio	1	Department	13
Comercializadores	3	Municipality	90
Entidades Financieras	2	Municipality	60
TOTAL			336

Note: Bogota D.C. and Cundinamarca are treated as independent entities. Therefore, in some of the departmental exercises 14 participants are estimated, which includes those from Cundinamarca and Bogotá D.C.

The estimated application time is 30 minutes for each survey. The subcontractor must ensure that the survey is answered in its entirety regardless of the estimated length of time. The survey participant selection criteria will be agreed to with the MEL Activity.

VI. Survey of YRA stakeholders and implementers at the local level

The universe of this survey is made up of local officials, other allies, and implementers in the municipalities prioritized by the intervention. For each of the municipalities, the following stakeholders should be surveyed:

Table 8 –Sample for the survey of YRA stakeholders and implementers at the local level

Actor³	Number of informants by Department or Municipality	Geographic Level	Total informants
Alcaldías	2	Municipality	60
Implementadores locales	5	Municipality	150
Otros aliados	2	Municipality	60
TOTAL			270

The estimated application time is 20 minutes for each survey. The subcontractor must ensure that the survey is answered in its entirety regardless of the estimated length of time. The survey participant selection criteria will be agreed to with the MEL Activity.

VII. Survey of participants who have withdrawn from YRA

The universe of this survey is made up of youth participants who have withdrawn from the program, according to the list provided by the YRA. As of September 30, 2022, there are 17 participants who have withdrawn from the program. It is expected that by the time the data is collected, a maximum of 50 people will be included in the survey. Taking into account the low number of participants, it is proposed that the data collection for these youth be a census.

Table 9 - Sample for the survey of participants who have withdrawn from YRA

Sample (n)	50
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The estimated application time is 20 minutes for each survey. YRA will provide the MEL activity with a list of contact information for the participants who have withdrawn from the activity, so that they can be used as input for the data collection.

³ The survey participants, despite belonging to the same institutions, are probably different from those included in Table 6 due to the nature and specialty of their functions.

A.4.2 Data Collection Modalities

The seven surveys previously described will be carried out through different methods, including in-person and virtual. Online and telephone surveys are included in the virtual data collection. It is expected that the survey collection utilizes communication strategies to mitigate the risk of non-response.

Table 10 – Data Collection Modalities for Surveys

Survey	Modality
Survey of youth and family members participating in the YRA Family Cohesion Plans	In-person
Survey of youth YRA participants – Group 1	In-person
Survey of youth YRA participants – Group 2 – YCIL	Virtual
Survey of public space transformation by YRA	In-person
Survey of participants in the YRA employability ecosystem	Virtual
Survey of participants in the YRA entrepreneurship ecosystem	Virtual
Survey of YRA stakeholders and implementers at the local level	Virtual
Survey of participants who have withdrawn from YRA	Virtual – Telephone

A.4.3 Indicative design guidelines

This section only applies to the survey of YRA youth participants, as it is the only survey that requires guidelines for the sample design.

I. Survey of youth participants – Group 1

Given a clearly defined sample frame, a probabilistic stratified sample design with a simple random selection of the sample units is expected. Sample strata are defined as (i) youth participants who are not Municipal Youth Councilors (CMJ) and (ii) youth participants who are CMJ. For the final selection of the sample unit of analysis, a random selection of youth participants is expected. YRA will provide a list of youth participants and their contact information to the MEL Activity to facilitate survey data collection. The sample is expected to guarantee heterogeneity in gender and age groups.

The sample design is expected to guarantee a margin of error at or below 4% for the total sample and at or below 5% for each type of group sampled (Non CMJ and CMJ). This estimate was made with the assumption of a confidence level at or above 95% through simple random sampling strategy (SRSM). However, it can be improved through more efficient sampling strategies proposed by the data collection firm. Likewise, the offerors must present an oversampling percentage to make replacements possible within the sample frame in cases of non-response. Moreover, the offerors must consider the calculation of expansion factors adjusted for non-response.

Table 11 - Maximum margin of error expected for the sample design

Type of attendee	Error
Non CMJ	5%
CMJ	5%
Total	4%

II. Survey of youth participants – Group 2

Given a clearly defined sample frame, a probabilistic stratified sample design with a simple random selection of the sample units is expected. YRA will provide a list of youth participants and their contact information to facilitate survey data collection.

The sample design is expected to guarantee a margin of error at or below 4% for the total sample and at or below 5% in each type of group sampled, according to the sampling strata. This estimate was made with the assumption of a confidence level at or above 95% through simple random sampling strategy (SRSM). However, it can be improved through more efficient sampling strategies proposed by the offeror. Likewise, the offerors must present an oversampling percentage to make replacements possible within the sample frame in cases of non-response. Moreover, the offerors must consider the calculation of expansion factors adjusted for non-response.

Table 12 – Maximum margin of error expected for the sample design

Type of attendee	Error
Total	4%

A.5 MINIMUM PERSONNEL PROFILES FOR TEAM

The offeror must present a working team in their proposal to respond to this RFP's objective and scope, with the expected quality and established deadlines for this opportunity. For Panagora Group SAS, the following profiles are expected to be included in the proposal:

No	Role	Required Experience
1	Project leader	B.A. in economics, social sciences, project management, government, engineering, or other relevant fields with postgraduate studies in the role's related to the tasks assigned. Professional experience in research, management, coordination, and project planning with a quantitative and qualitative focus. Minimum of three years of experience as a project director.
2	Logistics Coordinator	B.A. in economics, social sciences, project management, government, engineering, or other relevant fields with postgraduate studies in the role's related to the tasks assigned. Professional experience in research, coordination, and project planning with a quantitative and qualitative focus. Minimum two years of experience as a logistic coordinator.
3	Bilingual technical writer	Certified bilingual expert with experience in technical report development. Minimum two years of experience as a bilingual technical writer.
4	Statistical coordinator	B.A. in engineering, statistics, economics, or other relevant fields with postgraduate studies in the role's related to the tasks assigned. Experience in sampling and quantitative data collection. Minimum two years of experience as a statistical coordinator.

5	Fieldwork survey interviewers	Minimum of 2 years of experience in data collection through face-to-face or remote surveys, along with the analysis of the surveys, including pilot tests with the data collection instrument and quality control methods knowledge.
6	Remote or phone survey Interviewers	Minimum of 1 year of experience in data collection through in-person and remote surveys.

A.6 EXPECTED DELIVERABLES

The following table presents the detail of the deliverables that are part of this contract. In line with the USAID MEL Activity's requirements, the first and fourth highlighted products **must be delivered in both English and Spanish** versions simultaneously.

No.	Milestone	Deliverables
1	Work plan	The workplan should include the following: <ul style="list-style-type: none"> a. Sample design in line with the criteria established in this document, including the sample frame. (English and Spanish Version) b. Present an illustrative calendar with the travel plans, dates, and locations during the fieldwork data collection. c. Survey implementation manuals. (English and Spanish Version)
2	Pilot test results and recommendations report	Fieldwork operation and data collection instruments' pilot tests results and recommendations report. The data collection app must answer the final application instruments.
3	Midterm fieldwork report	Preliminary fieldwork report with: <ul style="list-style-type: none"> a. Data collection progress weekly summary, including the prior data collection delivery b. Data revision registry and data collection output tables. c. Data collection instruments annex. d. Photographic record of fieldwork activities. This record should be adjusted to the standards provided by MEL activity.
4	Final fieldwork report	Final report documenting fieldwork experiences, the original sample's methodology deviations, the statistical summary, lessons learned, and the expected deliverables compliance. Moreover, it must include the following: <ul style="list-style-type: none"> a. The data collection instruments annex (English and Spanish Version) b. Data collection weekly progress summary, including the data collection preliminary deliveries, when possible. c. Methodological aspects document (no more than ten pages long) following the MEL activity's guide. (English and Spanish Version) d. Final Survey Instruments used in the quantitative data collection (English and Spanish Version) e. Data review registry and data collection output tables. f. Final recoded database (.xlsx and .dta) and its corresponding dictionary. g. Recoded database. Recode empty spaces under the final database (e.g., -999 for values not applied due to flow, -99 for does not know, and -9 for does not answer) and align the database dictionary with this recoding. The final structure of the recoding will be agreed upon with MEL activity.

		<ul style="list-style-type: none">h. The anonymized final version of the database following the protocol developed by MEL activity (.xlsx y .dta) and the corresponding collection <u>(English and Spanish Version)</u>i. Fieldwork photographic record, which should be adjusted to the standards provided by MEL activity.j. Visualization of the descriptive statistics of the data obtained in the collection. This visualization must allow summary tables and graphs in Excel. <u>(English and Spanish Version)</u>
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SECTION B – INSTRUCTIONS TO OFFERORS

B.1 PROPOSAL

The contracting entity (Panagora SAS) requests proposals through this solicitation for the provision of the services listed in Section A, Terms of Reference.

The request for proposals (RFP) does not obligate Panagora SAS to make any award nor does it commit Panagora SAS to pay any expenditures incurred during the proposals' preparation and presentation. Panagora SAS may cancel this RFP or any part thereof. Panagora SAS reserves the right to reject one or all of the proposals and to waive any informality in the proposals that it receives. It likewise reserves the right to establish a competitive range of one or more offerors and to undertake additional negotiations with respect to the price and other conditions prior to awarding the subcontract, or to award the subcontract without discussion.

A proposal selected as part of this request is not authorized to incur any costs unless it has received prior written authorization from Panagora SAS.

B.2 RELEVANT TIMELINE

Panagora Group SAS has designed the schedule below that details the steps of the selection process.

Activities	Date	Hour
Opening of selection process	December 23, 2022	
Bidders' conference	January 10, 2023	9:00 AM
Deadline to submit questions	January 11, 2023	5:00 PM
Response to questions	January 13, 2023	5:00 PM
Application process closing and receipt of proposals	January 20, 2023	5:00 PM
Award report	January 27, 2023	5:00 PM
subcontract signing	February 3, 2023	

The schedule above is an estimate. Panagora Group SAS reserves the right to modify this schedule unilaterally.

B.3 SOURCE OF FUNDING

Panagora SAS has a budget approved by USAID to cover the costs described in the RFP. The subcontract will depend on the availability of these funds.

B.4 FRAUD AND CORRUPTION

Panagora SAS requires that offerors meet the highest ethical standards during the procurement and performance of any subcontracts. In keeping with this policy, Panagora SAS defines below, for purposes of this provision, the following terms:

- "**Corrupt practices**" means offering, giving, receiving, or soliciting, directly or indirectly, anything of value for purposes of influencing the actions of a employee in a contracting process or in performance of a contract;

- **"Fraudulent practices"** means any misrepresentation or omission of the facts in order to influence an acquisition process or the performance of a contract;
- **"Collusive practices"** means a plan or arrangement between two or more offerors, with or without the knowledge of the contracting entity, intended to set prices at non-competitive, artificial levels, and
- **"Coercive practices"** means harming or threatening to harm, directly or indirectly, any party or the property of a party to influence their participation in a contracting process or to impair performance of a contract.

An offeror will be excluded from participating in the contracting process for a specified period of time, if at any time it is determined that the firm has been involved in corrupt, fraudulent, collusive, or coercive practices when competing or when performing a contract.

Offerors are not allowed to have any kind of contact (by phone, e-mail, fax, or in person) with any employee of the government of the United States of America during the process. Contact is only permitted with Panagora SAS staff that is stipulated in this document. Panagora SAS reserves the right to disqualify any offeror at any time during the evaluation of the proposal if there is evidence that the offeror has received confidential information prior to or subsequent to the dissemination of this solicitation.

B.5 ELIGIBLE PROPOSALS

The offeror must be an organization that is legally registered in Colombia and must provide proof of its establishment. The objectives of the organization must correspond to the specific objectives of the terms of reference. Joint ventures or consortia are not permitted, and the subcontractor is not permitted to engage their own subcontractors for the work under this RFP.

The offerors shall provide evidence of eligibility to the satisfaction of the contracting entity, verifying that:

- a. It is a legal entity;
- b. It has the legal capacity to enter into a contract;
- c. It is not insolvent or bankrupt, and its business activities have not been suspended pursuant to judicial proceedings for any of the aforementioned reasons;
- d. It has fulfilled its fiscal and legal obligations;
- e. Documents demonstrating that the offeror was established at least five (5) years prior and that its corporate purpose corresponds to the subject matter of the solicitation.
- f. Attach signed certifications for Subcontracts which are at the end of this document (see **Attachment 1: Certifications for Subcontracts**)

Companies or organizations, whether for-profit or non-profit, shall be requested to provide a **Unique Entity ID** number from SAM.gov if selected to receive a subcontract valued at USD\$30,000 or more,

unless exempted in accordance with information certified in the Evidence of Responsibility form included in the required certifications in Attachment 1⁴.

B.6 CONTENT OF THE REQUEST FOR PROPOSALS (SOLICITATION)

Panagora SAS is not responsible for the integrity of the Request for Proposals if the document was not obtained directly from Panagora SAS at <https://panagoragroup.net/procurements/>. Offerors that did not obtain the terms of the solicitation directly from Panagora SAS may be rejected during the evaluation. When the terms of the solicitation are obtained from the contracting entity on behalf of an offeror, the name of the offeror is to be registered with the contracting entity at the time such terms are provided.

The offeror is expected to review all the instructions, forms, terms, and specifications of the solicitation. Submission of incomplete information or documents requested in the solicitation may result in the proposal's rejection.

B.7 CLARIFICATIONS OF THE REQUEST FOR PROPOSAL (SOLICITATION)

Offerors that require any clarification regarding the solicitation may send their questions to the e-mail address contratos@panagoracolombia.net specifying in the subject line “**Preguntas Convocatoria No. FY22-COL-RFP- 017-2022 – ACTIVIDAD JÓVENES RESILIENTES – YRA DE USAID**” up until January 11, 2023 at 5:00 PM Bogota, Colombia time.

Panagora SAS will communicate the anonymous questions and responses by posting them online (<https://panagoragroup.net/procurements/>) no later than the date and time established in the heading of this RFP and the process schedule.

In the event that Panagora SAS amends this RFP as a result of the Q&A process, we will publish the modification online. Only the responses issued by Panagora SAS from the email contracts@panagoracolombia.net will be considered official and will be taken into account in the RFP process.

B.8 CHANGES TO THE REQUEST FOR PROPOSALS (SOLICITATION)

Panagora SAS reserves the right, at any point prior to the deadline for submitting proposals, amend the solicitation by issuing an addendum thereto. Any addenda issued will be part of the solicitation and will be published online (<https://panagoragroup.net/procurements/>).

In order to provide potential offerors with a reasonable period of time to consider the amendments in the preparation of their proposals, the contracting entity may, entirely at its own discretion, extend the deadline for submitting proposals.

⁴ If Offeror does not have a Unique Entity ID (UEI) number and is unable to obtain one before proposal submission deadline, Offeror shall include a statement in their Evidence of Responsibility Statement noting their intention to register for a UEI number should it be selected as the successful offeror or explaining why registration for a UEI number is not possible. Register and sign in to your account on www.SAM.gov and navigate to the “Entity Management” widget to request a UEI. Further guidance on obtaining a UEI number is available from Panagora upon request.

B.9 DRAWING UP PROPOSALS

B.9.1 Costs of Preparing Proposals

Offerors shall bear the costs related to drawing up and submitting their proposal and Panagora SAS will not be responsible for said costs, regardless of the handling or results of the proposal process.

B.9.2 Language of the proposals

The proposal, as well as any correspondence and documents related thereto, and exchanges between the offeror and Panagora SAS will be presented in Spanish.

B.9.3 Documents that make up the proposal

For the proposal to be considered valid, the offerors will present the legal documents requested, a technical proposal for the services requested, and a cost proposal that includes all costs to conduct a fixed price subcontract of this nature.

I. The legal documents are to include:

1. For Colombian entities, registration with the Chamber of Commerce and the *Registro Único Tributario* [Unique Taxpayer Registration Number] (RUT).
2. Photocopy of the ID of the offering entity's legal representative.
3. Photocopy of the ID of the professional who will coordinate relations with the contracting entity, as well as said professional's position at the offering entity.
4. Certified financial statements for the last three (3) years for purposes of demonstrating financial solvency.
5. Document that attests to a minimum of five (5) years of experience in activities similar to those of this project.
6. Proof of capacity to carry out a subcontract of the amount budgeted; if necessary, attach the certificate conferring such authorization.

II. The proposal of services

Proposals shall be submitted in the Spanish language, not to exceed **25 pages** in length, and shall include the following components:

1. *Cover page*: Title, name of organization that is submitting the proposal, contact person, telephone and fax numbers, address, and e-mail address (not included in the 25-page limit)
2. *Description of services to be provided*: A detailed description of all the services to be provided in keeping with Section A – Terms of Reference, Services Required (**No more than 20 pages**, not including annexes with graphs, charts, tables, or drawings). Proposals over 20 pages will not be evaluated.
3. *Prior performance*: *The offeror must have at least five (5) years of relevant experience in providing services related to the scope presented on Section A of this RFP.* Provide a concise summary of the organization's qualifications, including a description of similar services provided in the recent past or that are currently underway, providing the client's contact information in order to review references. Furnish a description of any publication or report that shows special qualifications and experience of the organization that is directly related to the provision of the

services proposed. The prior performance section is **not to exceed 4 pages**, not including annexes such as graphs, tables, charts, or drawings.

4. *Work Team*: The offeror must demonstrate the ability to have a minimum work team made up of the positions described in Section A.5 of this proposal, *Profiles of the Minimum Personnel Required in the Team*. The offeror may also include other team members it deems necessary to complete the subcontract. The offeror must use a table like the one below to present the team members and must include resumes for each proposed person (resumes not included in the page limit).

Position	Name	Principal Function	Dedication time	Years of experience

NOTE: For the profiles of Field Supervisors (virtual or by telephone) and Field Surveyors (virtual or by telephone) the offeror must include in the proposal a certification signed by the Legal Representative certifying that, in the event the offeror is selected for this subcontract, the personnel hired for these roles will be those who meet the required profile.

III. The cost proposal

The cost proposal is used to determine which proposals represent the best value and serves as a basis of negotiation before award of a subcontract. The price of the subcontract to be awarded will be an all-inclusive fixed price, therefore the proponent must include all costs. Nevertheless, for the purpose of the proposal, bidders must provide a detailed budget showing major line items as well as a budget narrative. Please refer to Attachment 2 for detailed instructions and for a sample budget template.

The budget narrative shall include:

1. A summary that thoroughly explains the methodology used to calculate the budget as well as any assumptions made by the offeror that had a material effect on the resulting cost proposed.
2. A clear explanation for the basis of each budgeted item.

The selected subcontractor is to complete all work that is required under this subcontract at the fixed price specified and within the time indicated. The fixed price is to include costs of professional and technical staff, social security payments, sureties and policies, incidental costs, transportation, taxes required by law, and any other expenditure related to the subject matter of the subcontract and that is necessary for the proper performance of the work. No profit, fees, taxes, or additional costs can be added after award. Likewise, no additional amounts will be paid due to the subcontractor's error in properly estimating the difficulty of the subcontract.

Offerors must use the budget template in Attachment 2 to prepare their budget (not included in the page limit) and should provide sufficient detail to demonstrate reasonableness of costs as it relates to the bidder's proposed staffing plan to carry out the tasks listed in Section A-Terms of Reference. The bidder's cost proposals will be evaluated to determine the best value. All budget details must be specified in Colombian Pesos (COP).

Panagora Group SAS reserves the right to undertake additional negotiations related to the price.

FORMAT FOR DETAILED BUDGET PRESENTATION

Offerors should first read the instructions in the first sheet of Attachment 2 and must complete the English and Spanish detailed budget sheets. For all sections in the budget proposal, the bidder must calculate its costs according to the selected unit of measure and determine the number of units and the unit cost proposed for each unit, including indirect costs and other charges. Panagora Group has established the below payment terms for each of the deliverables listed in Section A.6 Expected deliverables, per the table below. These costs will automatically calculate in the Attachment 2 summary sheet when the Offeror completes the detailed budget sheet.

Partial Payment No.	Specific Deliverables	Percentage of Payment	Due date
1	Work plan	20%	TBD
2	Pilot test results and recommendations report	30%	TBD
3	Midterm fieldwork report	30%	TBD
4	Final fieldwork report	20%	TBD
Total		100%	

If the Offeror agrees with the proposed payment terms, they must state their agreement in the proposal letter. Otherwise, the offeror may propose an adjusted payment term in accordance with their projected cash flow needs. The Offeror must present this adjusted payment schedule for review and approval by Panagora Group SAS. Each percentage of payment can only be adjusted ± 5 percent from the original payment terms and the total must equal 100 percent.

IT IS MANDATORY FOR THE BIDDER TO USE THE FORMS PROVIDED IN THESE TERMS OF SOLICITATION. IT IS LIKEWISE MANDATORY NOT TO EXCEED THE NUMBER OF PAGES INDICATED IN THESE TERMS OF SOLICITATION. ADDITIONAL PAGES WILL NOT BE EVALUATED.

B.9.4 Currency of the bids

The cost proposals are to be submitted in COLOMBIAN PESOS.

B.9.5 The proposal validity period

Proposals will be valid for a period of 90 days after their submission. Proposals that are valid for a shorter period of time will be rejected as non-responsive.

Under special circumstances, prior to the expiration of the proposal validity period, the contracting entity may request offerors extend the validity period of their proposal. The request and responses thereto are to be made in writing.

B.9.6 Proposal security

No security plan is required as part of this proposal.

B.9.7 Late proposals

The contracting entity will not consider any proposals that are received after the submission deadline for proposals. Any proposals received by the contracting entity subsequent to the submission deadline for proposals will be considered late [and] will be rejected.

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B.9.8 Withdrawal, substitution, and modification of proposals

An offeror may withdraw, substitute, or modify its proposal after submitting it by presenting written notification, duly signed by an authorized representative. Proposals whose withdrawal is requested will not be evaluated.

Offerors may not withdraw, substitute, or modify their proposal during the period between the submission deadline for proposals and the expiration of the proposal's validity period.

B.10 EVALUATION AND COMPARISON OF PROPOSALS

B.10.1 Confidentiality

Information regarding review, evaluation, comparison, and subsequent rating of the proposals and the recommendation for awarding the subcontract may not be revealed to offerors or other persons who have no official involvement in said process until the information about the subcontract award is communicated to all offerors.

Any attempt by an offeror to influence Panagora SAS with respect to the review, evaluation, comparison, and subsequent rating of the proposal or awarding of the subcontract will result in that offeror's proposal being rejected.

As soon as the period for reviewing proposals opens, if any of the offerors would like to contact the contracting entity about matters related to the solicitation process, they should do so in writing.

B.10.2 Clarifications regarding proposals

With a view to assisting in the review, evaluation, comparison, and subsequent rating of the proposals, Panagora SAS may, at its discretion, request clarifications from an offeror regarding its proposal. Any clarifications presented by offerors which are not in response to a request by the contracting entity will be disregarded. Requests for clarification and responses thereto will be in writing.

B.10.3 Conformance of proposals

Panagora SAS's determination of the responsiveness of a proposal will be based on the proposal itself.

A substantially responsive proposal is one that fulfills the terms, conditions, and specifications of the solicitation without significant deviations, reservations, or omissions. A significant deviation, reservation, or omission is one that:

- Affects in a substantial manner the scope, quality, or performance of services specified in the subcontract, or
- Limits in a substantial manner, in contradiction to the solicitation, Panagora SAS's rights or the offeror's obligations pursuant to the subcontract, or
- If corrected, would unfairly affect the competitive position of other offerors that present proposals that substantially conform to the requirements.

B.10.4 Preliminary review of proposals

Panagora SAS will review the proposals to confirm that all the documents that comprise the proposal (the legal documents, the proposal of services, and the cost proposal) have been submitted. It will likewise review the legal documents to determine the integrity of each of the documents presented.

If any of the legal documents required are missing, the proposal will be rejected.

B.10.5 Review of the terms and conditions; technical evaluation

Panagora SAS will review the proposal to confirm that the offeror has accepted all the terms and conditions specified in the terms of reference without any deviations or reservations.

Panagora SAS will evaluate the technical aspects of the proposal submitted in keeping with Section C, Evaluation and Rating Criteria.

Once the terms and conditions have been reviewed and the technical evaluation has been conducted, if Panagora SAS determines that the proposal does not substantially conform to the requirements, said proposal will be rejected.

B.10.6 Evaluation of proposals

Panagora SAS will evaluate each proposal that has been determined up to that stage of the evaluation to substantially conform to the requirements requested.

To evaluate a proposal, Panagora SAS will use all the methods and criteria defined in this clause and in Section C, Evaluation and Rating Criteria. No other criterion or methodology will be allowed.

B.10.7 Cancellation of the solicitation

Panagora SAS reserves the right to cancel the proposal process and reject all the proposals at any time prior to awarding the subcontract, without incurring any obligation to offerors for this reason.

B.10.8 Award criteria

The proposal that represents the best value will be selected (“best value” is defined as the expected outcome of an acquisition that, from Panagora SAS’s estimation, provides the greatest overall benefit in response to the requirements).

An analysis of the technical/cost tradeoffs is undertaken to determine the best value for the Colombia MEL activity. Panagora SAS will not select an offeror for the subcontract award based [solely] on a technically superior proposal, without consideration of the cost.

B.10.9 Notification of the subcontract

Prior to expiration of the proposal validity period, Panagora SAS will notify the successful offeror in writing that its proposal has been accepted. At the same time, Panagora SAS will also notify the other offerors of the results of the solicitation.

B.10.10 Subcontract signing

Immediately following the notification, Panagora SAS will send the successful offeror the subcontract documents. Within five (05) days of receiving said contract documents, the winning offeror is to sign, date, and return them to Panagora SAS.

SECTION C – EVALUATION AND RATING CRITERIA

C.1 GENERAL

In order for the proposals to be accepted and evaluated they must be drawn up in keeping with the parameters in Section B – INSTRUCTIONS FOR OFFERORS and must meet all the requirements provided for in the other sections of this tender.

C.2 EVALUATION CRITERIA

The technical proposal, the cost proposal, and other factors will be evaluated one with respect to another, as described below:

- a. The technical proposal will be rated by a technical evaluation committee using the criteria contained in this section.
- b. The cost proposal will be rated using the method described in this section.
- c. The criteria presented below have been organized in broad categories, in order of relative importance, so that offerors will know which areas require greater attention when they draw up their proposals. The criteria listed below reflect the requirements of this specific solicitation.

Offerors are to bear in mind that these criteria: (1) serve as a standard for evaluating all the proposals, and (2) identify the most important matters that offerors should address in their proposals.

The procedure used for the evaluation is provided for below:

Initial Evaluation

The Colombia MEL activity will evaluate all the proposals that have been received to ensure that they are complete in terms of providing all the documents requested in the solicitation. The MEL activity may reject those proposals that do not contain all the information requested.

1) **TECHNICAL EVALUATION: 70 points**

Once the initial evaluation has been completed, Panagora SAS will review those proposals that are still under consideration to thus determine their technical acceptability. Panagora SAS will bear in mind the evaluation criteria below in order to determine the acceptability of the technical proposal. In order for a proposal to be technically acceptable, it must comply with the solicitation requirements and **obtain at least 55 of 70 possible points**.

- Services to be provided: From a technical standpoint, the bidder is required to show a clear understanding and detailed procedure for undertaking each of the services required in this RFP in keeping with Section A of these terms of reference. In addition to limiting themselves to the space required in the technical proposal, the bidders are requested to avoid general arguments and to technically delve into the methodologies, analysis, and other elements that allow the evaluation committee to assign a score in as informed of a manner as possible. **(35 Points)**
- Prior experience: The offeror must demonstrate experience within the last five (5) years of executing contracts that involve the quantitative and qualitative and data collection (in-person or virtually) with high geographical dispersion, volumes of surveys equal to or

greater than those required in this application, and with values of similar or higher execution. **(15 Points)**

Panagora Group reserves the right to confirm the validity of the experience listed.

- **Work Team:** The offeror must demonstrate the ability to have a minimum work team in accordance with the requirements listed in section A.5 “Minimum Personnel Profile for Team” and section B.4 **(20 points)**

Panagora SAS will make a determination of responsibility by analyzing whether the offeror with the greatest possibility of being awarded the subcontract complies with the requirements of the Federal Acquisition Regulation (FAR) 9.1, which include the following:

- have adequate financial resources, or the ability to obtain them;
- be able to comply with the required performance period, taking into account all existing governmental and commercial commitments;
- have a satisfactory track record of integrity and business ethics;
- have the necessary organization, experience, and skills, or the ability to acquire them;
- Have the necessary equipment and facilities, or the ability to obtain them; and
- be qualified and eligible to receive an award under applicable laws and regulations

Panagora SAS reserves the right to reject proposals whose prices are excessively high or low. The offerors who do not receive the award will be notified in keeping with the provisions of FAR 15.5

2) Cost Evaluation: 30 points

A cost analysis will not be performed on Offerors whose technical proposal is not deemed technically acceptable. The cost proposals will be rated by a cost evaluation committee based on the criteria provided for in this Section. The cost evaluation includes:

- a) Determination of the completeness of the costs. **(5 points)**
- b) An analysis of reasonableness of the costs proposed. **(5 points)**
- c) A cost realism analysis to determine what the contracting party should pay, in real terms, for the proposed effort, the offeror’s understanding of the work, and the offeror’s ability to perform the contract. **(10 points)**
- d) Comparison of unit prices compared to other technically acceptable proposals. **(10 points)**

C.3 DETERMINATION OF THE COMPETITIVE RANGE AND THE SUBCONTRACT AWARD

- a. **Competitive range:** If Panagora SAS determines that it is necessary to conduct discussions on some of the proposals, a competitive range will be established comprised solely of the most highly rated proposals. In some cases, Panagora SAS may determine that the number of most highly rated proposals that might otherwise be included in the competitive range exceeds the number at which an efficient competition can be conducted. If that were the case, Panagora SAS may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

Panagora SAS may exclude any proposal whose weaknesses are significant enough to merit a request for a new technical proposal from the offeror. Panagora SAS may likewise exclude any proposal whose price is so excessive in relation to other competitive proposals that there is a little or no possibility that the proposal could be made competitive. Panagora SAS may also exclude any proposal that requires excessive discussions, needs to be completely rewritten, or which needs to be so exhaustively revised that it would give the proposal an unfair advantage as compared to more competitive proposals. If there is not a margin of at least three points between the highest rated bidder and other competitive offers, Panagora will conduct a competitive range.

- b. Award:** Panagora SAS proposes awarding a subcontract or subcontracts that stem from this solicitation process to the offeror or offerors whose proposals represent the best value after being evaluated in accordance with the factors and subfactors provided for in this solicitation.

C.4 AWARD WITHOUT DISCUSSION

Pursuant to provision 52.215-1 of the FAR terms, this contract may be awarded based on the initial proposals and without conducting any discussions, in keeping with FAR Section 15.306(a)(3).

SECTION D – SPECIAL SUBCONTRACT REQUIREMENTS

D.1 SECURITY CLAUSE

With the presentation of the proposal, Panagora SAS understands that the offeror knows and accepts the security conditions in the regions where the activities will be conducted. The offeror accepts that there will be no compensation if its personnel or assets are affected by said security conditions during any trip made to the region where the activities are being implemented.

D.2 LOGISTICAL SUPPORT

The subcontractor will be responsible for providing all the logistical support required in Colombia.

D.3 NOTIFICATIONS FAR 652.243-70 (AUG 1999)

Any notification or request related to this subcontract that is made by any of the parties to another party will be in writing. Said notification or request will be sent by post or personally delivered to the other party at the addresses that are indicated in the annex to the subcontract. Panagora SAS is to make any changes to the subcontract in writing.

D.4 SUBCONTRACT TYPE AND PRICE

The subcontract will be fixed price and will be paid in Colombian pesos. The fixed price payable under the subcontract will be tied to the completion of the deliverables specified in Section A.4 Expected deliverables . Upon successful achievement of the deliverable, the subcontractor shall provide evidence of the achievement to Panagora’s technical representative for review and approval. Upon Panagora’s acceptance of the deliverables , the subcontractor shall submit an invoice for the amount associated with the deliverable for payment.

The subcontractor may not assign—either totally or partially—its position under this subcontract, without the prior express written approval—be that conditional or unconditional—of Panagora SAS. The subcontractor may not subcontract out any of the work in this subcontract to another party.

The MEL Activity is exempt from value-added tax (VAT) for transactions financed under the terms of the contract, including all subcontracts thereunder. Further information on this can be provided to the selected bidder.

D.5 GUARANTEE

In order to execute the subcontract, the company selected is to furnish Panagora SAS, identified with number NIT 901.300.248-5, the following guarantees, issued by an insurance company that is legally established in Colombia, upon execution of the subcontract.

1. Compliance Policy Coverage (Póliza de Cumplimiento) Throughout the period when work is performed and until final acceptance by Panagora Group SAS, Subcontractor shall carry and maintain a Compliance Policy. Coverage limits will depend on the subcontract value. (30% of the value of the subcontract for the period of this subcontract plus six (6) additional months)
2. Payment of wages, legal social benefits, and worker compensation (Pago de salarios, prestaciones sociales e indemnizaciones laborales): for an amount equal to fifteen percent

(15%) of the value of the subcontract and whose validity is to cover the term of the subcontract and a period of six (6) additional months.

3. Non-contractual civil liability (*Póliza de responsabilidad civil extracontractual*): To cover material and personal damages caused to third parties from the activities related with the execution of the contract. This policy should include at least the following insurance coverage pieces: (30% of the value of the subcontract for the period of this subcontract plus six (6) additional months).

D.6 COMPLIANCE WITH COLOMBIAN LAWS

The contractor will be responsible, without any additional cost for Panagora SAS, of complying with all laws, codes, and regulations of the Republic of Colombia that are applicable for performance of the subcontract. The subcontractor will comply with all departmental ordinances, municipal agreements, and environmental regulations. With respect to environmental issues, the subcontractor will also comply with all requirements of the Colombia MEL activity. Where necessary, Panagora SAS will provide all the necessary resources to comply with environmental and industrial safety issues.

D.7 LABOR, HEALTH, AND SOCIAL SECURITY LAWS

The subcontractor is to comply with all applicable legal and/or technical provisions regarding industrial safety pursuant to its contractual obligations, as well as all the required labor and social security provisions.

It is clearly understood that there is no employment relationship or joint and several liability between Panagora SAS and the subcontractor or between the parties and the staff hired by the other party who are used in the performance of this subcontract.

The subcontractor will be the sole employer of the workers that it hires to perform the work under this subcontract and is required with respect to said workers to comply with all its obligations and responsibilities under the law. In light of the foregoing, the staff that the subcontractor uses to perform the work will not have any kind of employment relationship with Panagora SAS or the Colombia MEL activity.

The subcontractor commits to paying all the workers that it directly hires for the performance of the subcontract and to ensuring payment of all employment-related legal, statutory, and regulatory obligations that are its responsibility, as well as those agreed upon by the parties, and those provided for herein.

The subcontractor is required to submit to Panagora SAS, whenever it may so request, all those documents that demonstrate compliance with all its employment-related legal, statutory, regulatory, and contractual provisions with respect to its staff or its subcontractor(s)' staff. The documents that Panagora SAS may necessarily demand include, but are not limited to, employment contracts, internal employment regulations, partnership agreements, registration and payment of social security, and payment receipts of employment, statutory, regulatory, and contractual obligations that are the subcontractor's responsibility.

D.8 LIABILITY OF THE SUBCONTRACTOR

The subcontractor will be liable for any damages to persons or property that occurs as a result of the subcontractor's negligence. The contractor is to take all necessary measures to protect the work, its staff, and public and private property.

D.9 AUTHORIZED GEOGRAPHIC CODE

The authorized geographic code for procurement of goods and services under this subcontract is 937.

Except as may be specifically approved by Panagora SAS, the Subcontractor must procure all commodities (e.g., equipment, materials, vehicles, supplies) and services (including commodity transportation services) in accordance with the requirements at 22 CFR Part 228 —Rules on Procurement of Commodities and Services Financed by USAID Federal Program Funds. Guidance on eligibility of specific goods or services may be obtained from Panagora SAS.

If Panagora SAS determines that the Subcontractor has procured any restricted items under this subcontract without the prior written authorization of USAID through Panagora SAS and has received payment for such purposes, Panagora SAS may require the Subcontractor to refund the entire amount of the purchase.

D.10 COMPLIANCE WITH APPLICABLE LAWS AND STANDARDS.

The Subcontractor shall perform all work in accordance with all applicable laws, ordinances, codes, regulations, and other authoritative rules of the United States and of Colombia and its political subdivisions and with the standards of relevant licensing boards and professional associations. The Subcontractor shall also comply with the applicable USAID regulations governing this fixed price subcontract, which are incorporated by reference into this subcontract, and appear in Section S Clauses Incorporated by Reference.

Subcontractor warrants and agrees to comply with all U.S. export laws and regulations and other applicable U.S. laws and regulations, including but not limited to: (i) the Arms Export Control Act (AECA), 22 U.S.C. 2778 and 2779; (ii) Trading with the Enemy Act (TWEA), 50 U.S.C. App. §§ 1-44; (iii) International Traffic in Arms Regulations (ITAR), 22 C.F.R. Parts 120-130.; (iv) Export Administration Act (EAA) of 1979 and the Export Administration Regulations (EAR) 15 C.F.R. Parts 730-774, (including the EAR anti-boycott provision); (v) the International Emergency Economic Powers Act (IEEPA), 50 U.S.C. 1701-1706 and Executive Orders of the President under IEEPA, 50 U.S.C. app. §§ 2401-2420; (vi) Office of Foreign Asset Controls (OFAC) Regulations, 31 C.F.R. Parts 500-598; and (vii) other applicable U.S. laws and regulations. As required, subject to Panagora SAS's prior approval for all exports or imports under the Sub Task Order, Subcontractor shall determine any export license, reporting, filing or other requirements, obtain any export license or other official authorization, and carry out any customs formalities for the export of goods or services.

Subcontractor agrees to cooperate in providing any reports, authorizations, or other documentation related to export compliance requested by Panagora SAS. Subcontractor agrees to indemnify, hold harmless and defend Panagora SAS for any losses, liabilities and claims, including as penalties or fines

as a result of any regulatory action taken against Panagora SAS as a result of Subcontractor's non-compliance with this provision.

USAID is committed to achieving and maintaining a diverse and representative workforce and a workplace free of discrimination. Based on law, Executive Order, and Agency policy, USAID prohibits discrimination in its own workplace on the basis of race, color, religion, sex (including pregnancy and gender identity), national origin, disability, age, veteran's status, sexual orientation, genetic information, marital status, parental status, political affiliation, and any other conduct that adversely affect the performance of the employee. USAID does not tolerate any type of harassment, either sexual or nonsexual, of any employee or applicant for employment. Subcontractor is required to comply with the nondiscrimination requirements of the FAR.

D.11 PERSONNEL COMPENSATION

Direct compensation of the Subcontractor's personnel shall be in accordance with the Subcontractor's established policies, procedures, and practices, and the cost principles applicable to this subcontract. If personnel are hired by the Subcontractor through a services agreement, the Subcontractor is solely responsible that the consultants hired under these services agreements comply with labor, social security payments and any other obligations that may be required under the Colombian law.

D.12 DISCLOSURE OF INFORMATION

Any information made available to the Subcontractor by Panagora SAS or USAID must be used only for the purpose of carrying out the provisions of this subcontract and must not be divulged or made known in any manner to any person except as may be necessary in the performance of the subcontract.

D.13 SECURITY STRATEGY AND REPORTING RESPONSIBILITY

Security remains a key concern for USAID/Colombia partners operating in conflict-affected regions, particularly given the expanded focus on rural areas. The Subcontractor must be aware of security conditions in Colombia, and by entering into the Subcontract, assumes full responsibility for the safety of its employees.

Under this Subcontract, the Subcontractor assumes full responsibility for the safety of its personnel, materials and equipment commensurate with the circumstances involved. All employees of the Subcontractor must meet the requirements of their worksite which may include background checks, security/restricted area clearance, drug-free workplace, safety training and/or other inspections/requirements.

Subcontractor personnel must follow Panagora SAS's security strategy, security risk mitigation plan, and information systems when implementing work in the field. Prior to commencing work in the field, personnel shall communicate with Panagora SAS regarding on-the-ground situations or changed conditions that could adversely affect their security. The Subcontractor acknowledges that security conditions are subject to change at any moment, that neither Panagora SAS nor USAID can guarantee

the accuracy of any information that it may provide to the Subcontractor and that neither Panagora SAS nor USAID assumes responsibility for the reliability of such information.

As part of the overall security requirements, the Subcontractor must report any security threats and/or incidents verbally or by telephone, immediately to Panagora SAS's Chief of Party. Subsequently, a written report must be promptly submitted and Panagora SAS will immediately notify the USAID COR. At a minimum, a security incident report must contain the name of the company, name of the individual(s), date, time, a description of what happened, where the incident occurred, and any other relevant details surrounding the incident. If this is an ongoing incident, progress reports must be submitted to keep Panagora SAS apprised of the situation.

D. 14 INDEMNITY AND SUBCONTRACTOR WAIVER OF BENEFITS

- (a) The Subcontractor waives any additional benefits and agrees to indemnify and save harmless USAID and Panagora SAS, their officers, directors, agents, and employees from and against any and all claims and liability, loss, expenses, suits, damages, judgments, demands, and costs (including reasonable legal and professional fees and expenses) arising out of:
1. the acts or omissions of Subcontractor, its employees, officers, directors, agents or its Subcontractors;
 2. injury or death to persons, including officers, directors, employees, agents and Subcontractors of Subcontractor, or loss of or damage to property, or fines and penalties which may result, in whole or in part, by reason of the buying, selling, distribution, or use of any of the goods or services purchased or provided under this subcontract except to the extent that such damage is due to the negligence of Panagora SAS; and
 3. the infringement or violation of any patent, copyright, trademark, service mark, trade secret, or other proprietary interest of any third party resulting from Panagora SAS's use, distribution, sale, sublicensing, or possession of the goods (including software and all forms of written materials) or services purchased or provided, as authorized hereunder, or from the use or possession of said goods or services by Client, as authorized hereunder; or false claims submitted by Subcontractor or its subcontractors under this subcontract or as a result of a Subcontractor misrepresentation of fact or fraud by Subcontractor.
- (b) Subcontractor shall defend and settle at its sole expense all suits or proceedings arising out of the foregoing, provided that Subcontractor has notice or is given prompt written notice of such claim or suit and, further, that Subcontractor shall be given necessary information, reasonable assistance and the authority to defend such claim or suit. Subcontractor shall not settle, compromise or discharge any pending or threatened suit, claim or litigation, arising out of, based upon, or in any way related to the subject matter of this subcontract and to which Panagora SAS is or may reasonably be expected to be a party, unless and until Subcontractor has obtained a written agreement, approved by Panagora SAS (which shall not be unreasonably withheld) and executed by each party to such proposed settlement, compromise or discharge, releasing Panagora SAS from any and all liability.

- (c) If any of the goods or services provided by Subcontractor hereunder, including without limitation software and all forms of written materials, become the subject of a claim of infringement or violation of a third party's intellectual property, privacy and/or proprietary rights, Subcontractor shall, at its own expense, use its best efforts--
1. to procure for Panagora SAS the right to continue use and, if authorized under this subcontract, distribution of the infringing goods or services or,
 2. to modify the goods or services to make them non-infringing, or to replace them with equivalent, non-infringing counterparts. If none of the above mentioned can be successfully implemented, then Subcontractor shall refund to Panagora SAS all monies paid Subcontractor for the infringing goods and services.

D.15 PROTECTING PANAGORA'S INTERESTS WHEN SUBCONTRACTOR IS NAMED ON SUSPECTED TERRORISTS LIST OR BLOCKED INDIVIDUALS LISTS, INELIGIBLE TO RECEIVE USAID FUNDING, OR SUSPENDED, DEBARRED OR EXCLUDED FROM RECEIVING FEDERAL FUNDS.

In addition to any other rights provided under this fixed price subcontract, it is further understood and agreed that Panagora shall be at liberty to terminate this subcontract immediately at any time following any of the following conditions:

- (a) The Subcontractor is named on any list of suspected terrorists or blocked individuals maintained by the U.S. government, including but not limited to (a) the Annex to Executive Order No. 13224 (2001) (Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or
- (b) The List of Specially Designated Nationals and Blocked persons maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury.
- (c) USAID determines that the Subcontractor is ineligible to receive USAID funding pursuant to U.S. laws and regulations;
- (d) The Subcontractor is identified on the U.S. Government's Excluded Party List System, or successor listing, as being suspended, debarred, or excluded from receiving federal awards or assistance.

Upon such termination, the Subcontractor shall have no right to any further payments following the notice of termination given by Panagora SAS to the Subcontractor.

D.16 COLLECTION OF PERSONAL DATA

The Subcontractor will be expected to follow strict compliance with legal obligations in connection with personal data, including but not limited to those related to the processing of personal data established by Colombian Law 1581 of 2012, as well as any other legal or regulatory provision applicable in connection with the personal data of its employees, subcontractors or any personal data that may have access in connection with this subcontract.

D.17 ASSIGNMENT AND DELEGATION

This subcontract agreement may not be assigned or delegated, in whole or in part, by the Subcontractor without the written consent of Panagora SAS. Absent such consent, any assignment is void.

D.18 ORGANIZATIONAL CONFLICTS OF INTEREST

It is understood and agreed that some of the work performed under this subcontract may place the Subcontractor or its personnel in the position of having an organizational conflict of interest. Such an organizational conflict of interest may impair the objectivity of the Subcontractor or its personnel in performing the work. To preclude or mitigate any potential conflicts of interest, Subcontractor agrees not to undertake any activity which may result in an organizational conflict of interest without first notifying Panagora SAS of such potential conflict of interest and receiving Panagora SAS's written approval to undertake such activities. In addition, the Subcontractor is responsible for ensuring all employees and consultants hired by the Subcontractor do not have personal conflicts of interest in relation to the work described in Section A.

D.19 ANTI-KICKBACK (CORRUPTION)

(a) Definitions

Kickback, as used herein, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind, which is provided, directly or indirectly, to Panagora SAS, the Colombia MEL activity office or any of its employees, the Subcontractor or Subcontractor employees, or vendors in any way related to the performance or subsequent activities of this subcontract, for the purpose of improperly obtaining or rewarding favorable treatment in connection with this subcontract.

Person, as used in this clause, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.

Subcontractor employee, as used in this clause, means any officer, partner, employee, or agent of the Subcontractor.

(b) Anti-kickback Act Compliance

The Subcontractor and its employees, whether directly or indirectly engaged in the performance of this subcontract, agree to abide by the terms of The United States Anti-Kickback Act of 1986, which prohibits any person from providing or attempting to provide any kickback; soliciting, accepting, or attempting to accept any kickback; or including, directly or indirectly, the amount of any kickback in the contract price charged by the Subcontractor to Panagora.

When the Subcontractor has reasonable grounds to believe that a violation described in paragraph (b) of this provision may have occurred, the Subcontractor shall promptly report in writing the possible violation. Such reports shall be made to Panagora SAS who shall forward the report to the USAID Inspector General for investigation.

The Subcontractor further agrees to cooperate fully with any U.S. Government agency investigating a possible violation described in paragraph (b) of this clause.

Panagora may offset the amount of the kickback against any monies owed by Panagora SAS under this fixed price subcontract or order the monies withheld from future payments due the Subcontractor.

D.20 PROHIBITION OF ASSISTANCE TO DRUG TRAFFICKERS

Panagora SAS reserve the right to terminate this Subcontract, to demand a refund or take other appropriate measures if the Subcontractor is found to have been convicted of a narcotics offense or to have been engaged in drug trafficking as defined in 22 CFR Part 140.

D.21 IMPLEMENTATION OF EXECUTIVE ORDER 13224- TERRORISM FINANCING

The Subcontractor is reminded that U.S. Executive Orders and U.S. law prohibits transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of the Subcontractor to ensure compliance with these Executive Orders and laws.

The Subcontractor (including its employees, consultants and agents) by entering into this subcontract certifies that it does not engage, support or finance individuals and/or organizations associated with terrorism. The Subcontractor is reminded that U.S. Executive Orders and U.S. law prohibits transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. A list of entities and individuals subject to restrictions, prohibitions and sanctions can be found at the web site of the Department of Treasury's Office of Foreign Assets Control (OFAC), at <http://treasury.gov/ofac>. It is the legal responsibility of the Subcontractor to ensure compliance with all U.S. Executive Orders and laws.

D.22 REPORTING ON SUBCONTRACTOR DATA PURSUANT TO THE REQUIREMENTS OF THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT

- a) Public Availability of Information.
Pursuant to the requirements of FAR 52.204-10, Panagora is required to report information regarding its award of subcontracts and sub-task orders under indefinite delivery/indefinite quantity subcontracts to the Federal Funding Accountability and Transparency Act Subaward Reporting System (FSRS). This information will be made publicly available at <http://www.USASpending.gov>.
- b) Subcontractor's Responsibility to Report Identifying Data.
Within 7 days of an award of a subcontract or sub-task order with a value of \$30,000 or greater unless exempted, the Subcontractor shall report its identifying data required by FAR 52.204-10, including a UEI number, in the required questionnaire and certification found in Attachment 1.

D.23 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

The Subcontractor will be expected to follow strict compliance with the requirements as defined in FAR 52.204-25 and must certify that it does not contract for telecommunications and video surveillance services or equipment from Huawei Technologies Company, ZTE Corporation (or any

subsidiary or affiliate of such entities), or any other company as defined within the FAR. The Subcontractor is required to certify their adherence to this regulation through the certification found in Attachment 1.

D.24 COVID-19 CONTINGENCIES

The contractor must fully comply with the regulations issued by the Colombian National and Local Government and USAID on the measures to be taken during and after the health crisis arising from the COVID-19 pandemic. Non-compliance with these measures will be considered grounds for termination of the contract unilaterally by Panagora SAS. All liabilities associated with COVID-19 are the responsibility of the subcontractor as defined under D.7 and D.8.

D.25 WORKERS' COMPENSATION INSURANCE REQUIREMENTS

Pursuant to AIDAR 752.228-3, Worker's Compensation Insurance (Defense Base Act -DBA) is required for this subcontract. Panagora Group will obtain the required workers' compensation insurance for Subcontractor personnel before the Subcontractor commences performance under the subcontract by obtaining an insurance policy with USAID-selected Workers' Compensation Insurance provider, AON Risk Insurance Services West, Inc. to provide for the payment of disability compensation and medical benefits to covered employees and death benefits to their eligible survivors. The Subcontractor shall provide to Panagora the number of individuals to be covered, the period of performance for each individual and the total amount of covered salaries immediately following subcontract award.

SECTION E – CONTRACT CLAUSES INCORPORATED BY REFERENCE

E.1 NOTICE LISTING SUBCONTRACT CLAUSES INCORPORATED BY REFERENCE

The FAR and AIDAR clauses referenced below are incorporated herein by reference, with the same force and effect as if they were given in full text, and are applicable, including any notes following the clause citation, to this Subcontract. If the date or substance of any of the clauses listed below is different from the date or substance of the clause actually incorporated in the Prime Contract referenced by number herein, the date or substance of the clause incorporated by said Prime Contract shall apply instead. The Contracts Disputes Act shall have no application to this Subcontract. Any reference to a “disputes” clause shall mean the “Disputes” clause of this Subcontract.

E.2 U.S. GOVERNMENT SUBCONTRACT

This Subcontract is entered into by the parties in support of a U.S. Government contract. As used in the AIDAR clauses referenced below and otherwise in this Subcontract:

- 1) “Commercial Item: means a commercial item as defined in FAR 2.101
- 2) “Contract” shall mean this Subcontract
- 3) “Contracting Officer shall mean the U.S. Government Contracting Officer for Panagora’s government prime contract under which this Subcontract is entered.
- 4) “Contractor” and “Offeror” means the Subcontractor, which is the party identified on the face of the Subcontract with whom Panagora is contracting, acting as the immediate subcontractor to Panagora.
- 5) “Prime Contract” means the contract between Panagora and the U.S. Government.
- 6) “Subcontract” means any contract placed by subcontractor or lower-tier subcontractors under this contract.

E.3 NOTES

The following notes apply to the clauses incorporated by reference below only when specified in the parenthetical phrase following the clause title and date.

- 1) Substitute "Panagora SAS" for "Government" or "United States" throughout this clause.
- 2) Substitute "Panagora SAS Procurement Representative" for "Contracting Officer", "Administrative Contracting Officer", and "ACO" throughout this clause.
- 3) Insert "and Panagora SAS" after "Government" throughout this clause.
- 4) Insert "or Panagora SAS" after "Government" throughout this clause.
- 5) Communication/notification required under this clause from/to Subcontractor to/from the USAID Contracting Officer shall be through Panagora SAS.
- 6) Insert "and Panagora SAS" after "Contracting Officer", throughout the clause.
- 7) Insert "or Panagora SAS Procurement Representative" after "Contracting Officer", throughout the clause.

- 8) If the Subcontractor is a non-U.S. firm or organization, this clause applies to this Subcontract only if work under the subcontract will be performed in the United States or Subcontractor is recruiting employees in the United States to work on the contract.

E.4 MODIFICATIONS REQUIRED BY PRIME CONTRACT

The Subcontractor agrees that upon the request of Panagora it will negotiate in good faith with Panagora relative to modifications to this Subcontract to incorporate additional provisions herein or to change provisions hereof, as Panagora may reasonably deem necessary in order to comply with the provisions of the applicable prime contract, or with the provisions of modifications to such prime contract. If any such modifications to this Subcontract causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this subcontract, an equitable adjustment may be made pursuant to the "Changes" clause of this Subcontract.

E.5 PROVISIONS INCORPORATED BY REFERENCE

This Subcontract includes the appropriate flow-down clauses as required by the Federal Acquisition Regulation (FAR) and the USAID Acquisition Regulation. The version of the clause in effect as of the date of prime contract award, governs.

NUMBER	TITLE	DATE	NOTES AND APPLICABILITY
52.202-1	DEFINITIONS	(NOV 2013)	All subcontracts regardless of value
52.203-3	GRATUITIES	(APR 1984)	All subcontracts regardless of value (Note 4 applies)
52.204-06	UNIQUE ENTITY IDENTIFIER	(OCT 2016)	All Subcontracts equal to or greater than \$30,000
52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST TIER SUBCONTRACT AWARDS (Subparagraph (d)(2) does not apply.)	(OCT 2018)	If the Subcontractor meets the thresholds specified in paragraphs (d)(3) and (g)(2) of the clause, the Subcontractor shall report required executive compensation by posting to the Government's Central Contractor Registration (CCR) database. All information posted will be available to the general public.
52.204-23	PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB OR OTHER COVERED ENTITIES	(JUL 2018)	Applies to all subcontracts, regardless of value or type. "Contractor" and "Contractor Employee" refer to "Subcontractor" and "Subcontractor Employee."
52.204.25	PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT	(AUG 2020)	Applies to all subcontracts, regardless of value or type. "Contractor" and "Contractor Employee" refer to "Subcontractor" and "Subcontractor Employee."
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH	AUG 2013	All Subcontracts > \$35,000. (Note 2 applies)

	CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT		
52.215-19	NOTIFICATION OF OWNERSHIP CHANGES	(OCT 1997)	
52.217-8	OPTION TO EXTEND SERVICES	NOV 1999	Insert "30 days" as the period of time within which Panagora may exercise the option. (Notes 1 and 2 apply.)
52.217-9	OPTION TO EXTEND THE TERM OF THE CONTRACT	MAR 2000	Insert "30 days" and "60 days" as the periods of time set forth in the clause. Delete paragraph (c) of the clause. (Notes 1 and 2 apply.)
52.222-22	PREVIOUS CONTRACTS AND COMPLIANCE REPORT	FEB 1999	Applies if clause 52.222-26 applies.
52.222-50	COMBATING TRAFFICKING IN PERSONS (Alternate I applies when work is performed outside the U.S. and it is included in the Prime Contract)	JAN 2019	Applies to all Subcontracts, regardless of type, value. (Note 2 applies starting in paragraph c. In paragraph (h) Note 1 applies.)
52.223-6	DRUG-FREE WORKPLACE	MAY 2001	Applies to all Subcontracts regardless of value or type. (Notes 2 and 4 apply)
52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING	AUG 2011	Applies to all subcontracts regardless of value.
52.225-14	INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT	FEB 2000	Applies to all Subcontracts regardless of value or type
52.227-14	RIGHTS IN DATA-GENERAL	(MAY 2014)	
52.228-3	WORKERS' COMPENSATION INSURANCE (DEFENSE BASE ACT)	JUL 2014	Applies to all Subcontracts, regardless of type or value. See also AIDAR 752.228-3.
52.229-6	TAXES – FOREIGN FIXED PRICE CONTRACTS	FEB 2013	Applies to Fixed Price Subcontracts of any value.
52.233-3	PROTEST AFTER AWARD Alternate I (JUN 1985) In the event that Panagora' client has directed Panagora to stop performance of the Work under the Prime Contract under which this Subcontract is issued pursuant to FAR 33.1, Panagora may, by written order to the Subcontractor, direct the Subcontractor to stop performance of the Work called for by this Subcontract.	AUG 1996	Applies if this Subcontract is issued under a Cost Reimbursement Prime Contract Panagora received from the US Government. "30 days" means "20 days" in paragraph (b)(2). Note 1 applies except the first time "Government" appears in paragraph (f). In paragraph (f) add after "33.104(h) (1)" the following: "and recovers those costs from Panagora".
52.242-13	BANKRUPTCY	JUL 1995	Notes 1 and 2 apply.
52.243-1	CHANGES-FIXED PRICE (Alt III)	AUG 1987	Applies to Fixed Price Subcontracts of any value.
52.246-4	INSPECTION OF SERVICES – FIXED PRICE	AUG 1996	Applies to Fixed Priced Subcontracts of any value.
52.249-1	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SHORT FORM)	APR 1984	Applies to all Fixed Price Subcontracts.
52.249-8	DEFAULT FIXED PRICE SUPPLY & SERVICE	APR 1984	Applies to all Fixed Price Subcontracts.
52.249-14	EXCUSABLE DELAYS	APR 1984	(Note 2 applies; Note 1 applies to (c). In (a)(2) delete "or contractual".)

The following Agency for International Development Acquisition Regulations (AIDAR) clauses apply to this Contract:

AIDAR CLAUSES (48 CFR CHAPTER 7)

clause Number	Title	Date	Notes and Applicability
752.202-1	DEFINITIONS (ALT 70 AND ALT 72)	JAN 1990	Applies to all Subcontracts, regardless of value or type. “Contractor” and “Contractor Employee” refer to “Subcontractor” and “Subcontractor Employee”.
752.211-70	LANGUAGE AND MEASUREMENT	(JUN 1992)	Applies to all Subcontracts, regardless of type or value.
752.227-14	RIGHTS IN DATA—GENERAL	(OCT 2007)	Applies to all Subcontracts regardless of type or value. This clause replaces paragraph (d) of FAR 52.227-14 Rights in Data—General.
752.228-3	WORKER’S COMPENSATION INSURANCE (DEFENCE BASE ACT)	(DEC 1991)	The supplemental coverage described in this clause is required in addition to the coverage specified in FAR 52.228-3.
752.228-7	INSURANCE - LIABILITY TO THIRD PERSONS	(JUL 1997)	The coverage described in this clause is added to the clause specified in FAR 52.228-7 as either paragraph (h) (if FAR 52.228-7 Alternate I is not used) or (i) (if FAR 52.228-7 Alternate I is used): (See FAR 52.228)
752.7004	EMERGENCY LOCATOR INFORMATION	(JUL 1997)	Applies to all Subcontracts performed in whole or in part outside the U.S., regardless of value. (Note 5 applies)
752.7005	SUBMISSION REQUIREMENTS FOR DEVELOPMENT EXPERIENCE DOCUMENTS	(SEP 2013)	Applies to all Subcontracts. (Note 5 applies)
752.7008	USE OF GOVERNMENT FACILITIES OR PERSONNEL	(APR 1984)	Applies to all Subcontracts. (Note 5 applies)
752.7009	MARKING	(JAN 1993)	Applies to all Subcontracts (Note 5 applies)
752.7012	PROTECTION OF THE INDIVIDUAL AS A RESEARCH SUBJECT	AUG 1995	Applies to any Subcontract, regardless of value or type, which involves research using human subjects. (Note 5 applies)
752.7013	CONTRACTOR-MISSION RELATIONSHIPS	JUN 2018	Applies to all subcontracts, regardless of value or type.

			“Contractor” and “Contractor Employee” refer to “Subcontractor” and “Subcontractor Employee.”
752.7025	APPROVALS	APR 1984	Applies to all Subcontracts. (Note 5 applies)
752.7034	ACKNOWLEDGEMENT AND DISCLAIMER	(DEC 1991)	Applies to Subcontracts of any type or value that include in the Scope of Work publications, videos, or other information/media products. (Note 5 applies)

[END OF REQUEST FOR PROPOSALS NO. FY23-COL-RFP-017-YRA]