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MAKING OUR WORLD A BETTER PLACE FOR GOOD

REQUEST FOR PROPOSALS (RFP)

Issue date:	July 21, 2023
RFP Number:	FY23-COL-RFP-019-Entrepreneurial Ecosystems Study
RFP Objective:	Data collection and analysis for a market systems study of MSMEs and enterprises in Colombia.
Bidders Conference:	July 28, 2023 at 9:00 AM
Questions Due Date:	July 28, 2023 at 5:00 p.m. Bogotá time
Closing Date	August 10, 2023 at 5:00 p.m. Bogotá time
Maximum Subcontract Value:	Nine Hundred Ninety-Six Million Forty Thousand Eight Hundred Thirty-Four Colombian Pesos (COP\$996,040,834)
Execution period:	Six (6) months from signing the subcontract

Place of Performance: Tumaco (Nariño); Santander de Quilichao (Cauca); Puerto Rico (Meta); Cauca (Antioquia); El Santuario (Antioquia); Buenaventura (Valle del Cauca); Cali (Valle del Cauca); San José del Guaviare (Guaviare) and Montería (Córdoba).

To All Prospective Offerors:

Panagora Group SAS (hereinafter referred to as Panagora) issues this Request for Proposals (RFP), addressed individually to legal entities or jointly in accordance with the different forms of association provided for in the Colombian legislation (hereinafter referred to as Offeror), to submit a technical and economic proposal to fully advance the research called "**Entrepreneurial Ecosystems and Market Systems**" in accordance with the Terms of Reference (Section A), Conditions, and Deadlines provided in this document.¹

Prospective offerors may include individual legal entities or temporary unions/consortiums, in accordance with the various forms of association provided for by Colombian law. Proposals submitted by Offerors through the Figure of Promise of Future Partnership will not be accepted.

Instructions and Evaluation: Instructions for preparing technical and cost proposals are found below in Section. 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 terms 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.

¹ In Colombia, the number of informal businesses is high, 'entrepreneurship' predominately references informal enterprises.



Conference Date and Time: Panagora will hold an open conference on **July 28, 2023 at 9:00 AM**, 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 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 **July 27, 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. A maximum number of three attendees 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 **July 28, 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 **August 10, 2023 at 5:00 PM** Colombian Time 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 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 Monitoring, Evaluation and Learning – MEL Activity of USAID
Panagora Group 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 is currently implementing the Monitoring, Evaluation, and Learning activity (MEL activity), under a contract awarded by the United States Agency for International Development (USAID)/Colombia. The MEL activity provides the USAID/Colombia Mission technical assistance and advisory services through the following components: (1) monitoring; (2) performance and impact evaluations; (3) research, assessments and data analysis; (4) services for geographic information systems (GIS); and (5) initiatives for collaboration, learning, and adaptation (CLA).

Panagora develops assessments that include but are not limited to defining specific research questions and identifying various tools for each aspect of the research effort, including desk and primary data collection as appropriate, as well as creating an assessment design and activating and training local researchers, analysis, and dissemination based on available data. Under this component, the MEL Activity is tasked with assessing the current state of barriers and opportunities for entrepreneurs and MSMEs and, in a context of enterprise market systems development.

The terms of reference presented below include the technical requirements of the USAID/Colombia Mission based on the implementation of its programs and future programming under the USAID Colombia Country Development Cooperation Strategy (CDCS).

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 to develop a study focused on business market systems of entrepreneurs and MSMEs, collecting qualitative and quantitative data, as well as providing analytical services. In Annex 1, offerors will find the specific questions that are expected to be answered by the selected subcontractor in the development of the study.

The MEL Activity seeks proposals from entities and/or specialized organizations with demonstrated successful experience providing:

- Consulting services to conduct complex analysis of the state of entrepreneurs and MSMEs in a business market systems context.
- Specialized quantitative data collection services through surveys of entrepreneurs and MSMEs.

USAID/Colombia MEL Activity will issue one subcontract for these services to an individual legal entity or a temporary union, in accordance with the different forms of association provided for in Colombian legislation.

Prospective offerors must demonstrate the following technical experience in order to be considered eligible:

- Design and implementation of studies focused on barriers and opportunities for entrepreneurship, productive transformation, and analysis of business market systems in Colombia.

- Complex analysis and preparation of reports utilizing secondary information from DANE Household/Business Surveys or administrative records of public or private entities, and multilateral organizations.
- Successful experience in the collection and analysis of qualitative information through semi-structured interviews and focus groups, in urban and rural remote areas in Colombia.
- Sample design for the collection of quantitative information from MSMEs in person and remotely.
- Design and application of surveys to MSMEs in person and remotely.
- Analysis of quantitative information resulting from the collection of the MSME surveys.
- Triangulation and detailed analysis of data collected in the field.
- Prior analytical experience with USAID including successful preparation of reports and presentations is highly desirable.

A.3 SERVICES REQUIRED

The selected subcontractor, under the technical direction of the MEL Activity, shall perform the consulting and data collection services in accordance with the overall objective (section A.2). The selected subcontractor will identify a successful market systems approach framework; work jointly with USAID and MEL Activity to develop the study design; determine qualitative and quantitative data collection needs (primary and secondary) and associated methodologies; 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).

The entire data collection exercise including desk study and qualitative data collection, piloting, instrument adjustment, field work and delivery of databases and dictionaries is expected to take no more than 2 calendar months once the implementation of the activities has started. In particular, fieldwork is expected to last no more than 5 weeks and should be completed according to the schedule established and approved by the MEL Activity.

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.

A.3.1. Detailed scope of required services

Panagora Group SAS, Cra. 7 #74 B-36, Piso 6 - Bogotá, Colombia

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The subcontract resulting from this selection process will produce an approach framework, qualitative and quantitative data collection through primary data collection and surveys, secondary data collection as well as data analysis services, resulting in study of business market systems of entrepreneurs and MSMEs. The terms of reference presented below include the technical requirements of the USAID/Colombia Mission based on the implementation of the programs and future programming of the Country Development Cooperation Strategy (CDCS).

Profiles of entrepreneurs and MSMEs.

For the purposes of this RFP, entrepreneurs are defined as the smallest economic unit in the Colombian economy and mostly informal; MSMEs are more developed economic units according to the Colombian regulation and mostly formal. Types of enterprises to be included in this diagnostic are those that focus on subsistence, family businesses, and those that have a high impact on social and environmental issues, as well as enterprises that utilize innovation. MSMEs are defined as Micro, Small and Medium enterprises based on their revenue according to Colombian regulations. A range of entrepreneurs and MSMEs is expected to be included in consultation with MEL Activity and reflecting each of the target municipalities. The agricultural sector and other sectors such as environment, commerce and construction should be considered. Enterprises and MSMEs should reflect a considerable number owned, managed, and controlled by women as well as by youth and other vulnerable populations.

As a complement to the market systems approach, all analyses must include the following characteristics: Structural differences between MSMEs and formal and informal enterprises, as well as those between urban and rural. Ventures in different stages of maturity: idea, planning, execution, development and consolidation.

The successful subcontractor is expected to carry out the following required services:

A.3.1.A Data collection and analysis of the state of MSMEs and entrepreneurship in a business market systems context (includes qualitative data collection)

1. The offeror shall **identify a market systems approach framework** jointly with MEL Activity and USAID/Colombia which adequately responds to the learning questions of the assessment.
2. The offeror shall **conduct a comprehensive desk review** of research including the appropriate use of a broad range of secondary sources on market systems of entrepreneurs and MSMEs. (An outline will be shared with the MEL Activity.) Desk research must be used to identify national and international good practices to strengthen a business market system including relevant country contexts with a similar level of per capita income and/or those experiencing conflict
3. The offeror shall **design a sample and collect qualitative data** across all geographic target locations described in previous section of this document. This task includes:
 - a. Conducting focus groups or interviews with various MSMEs and entrepreneurs in rural and urban areas in the target municipalities covered by this study, to understand their challenges, visible and invisible barriers and needs at each stage of their business (including technological, market and inclusion, among others).
 - b. Conducting focus groups or interviews with market system stakeholders based in the target municipalities of the study, including but not limited to (i) subnational authorities, (ii) chambers of commerce, (iii) production guilds, (iv) associations of producers, traders

and community action boards, USAID/Colombia, academia and USAID/Colombia's implementing partners, among others, in the geographic areas of interest, among others; to understand their challenges, barriers and bottlenecks to promote business and entrepreneurship in each phase of the business.

4. The offeror shall **develop three (3) case studies** reflecting different profiles and types of MSMEs and enterprises implemented under USAID/Colombia assistance activities. Preliminarily, the case studies are expected to be carried out in the municipalities of Cauca (Antioquia), Cali (Valle del Cauca) and Santander de Quilichao (Cauca). Final locations may be adjusted according to work plan and research design, and the requirements of Panagora and USAID/Colombia. Once the subcontract for the execution of the research is awarded, and during the development of the research design and work plan, the selected bidder will receive the necessary information on the MSMEs and entrepreneurs' initiatives to finalize which case studies will be carried out.
5. Along with qualitative information gathered through data collection in the field, **detailed analysis of a successful case of the market system approach** in the garment industry will be carried out. (Municipality of El Santuario in Antioquia.)

With regard to the services described in A.3.1.A, the offeror will fulfill the following requirements:

1. Create a code book in Excel format that allows the coding of the interviews and focus groups according to the categories of analysis of the study, according to Panagora's indications.
2. Conduct the semi-structured interviews and focus groups in the 9 municipalities identified (including the municipalities of the 3 case studies), taking into account the different types of actors selected. This includes the application of a pilot test previously agreed with the technical team of the research. Note: the number of semi-structured interviews and focus groups will be determined jointly with Panagora in the development of the research design and work plan. All participants in the interviews and focus groups will be required to fill out the informed consent form agreed with Panagora.
3. Deliver the transcription of the total number of interviews and focus groups, complying with the indications given by Panagora.
4. Process the interviews and focus groups by coding them using specialized qualitative software (Nvivo, AtlasTi, etc.).
5. To have a team of coders to process the information and ensure that this team will be trained in the codebook by the research team.
6. Conduct a coding pilot with a minimum of 4 interviews.
7. Deliver coding reports according to analysis plan requested by Panagora's technical team.
8. Deliver visualizations of coding results as requested by Panagora technical team.
9. Deliver a matrix of findings and conclusions on what was found in the interviews and focus groups, taking into account the study questions and codebook categories according to indications given by Panagora.
10. Deliver a matrix of findings and conclusions on what was found in the case studies, taking into account the study questions and the codebook categories according to the indications given by Panagora.

11. Provide additional information from the interviews or coding results as required by Panagora's technical team.

A3.1.B Market systems approach

The offeror must develop a **study** reflecting the market systems approach for entrepreneurship enterprises and MSMEs as a deliverable. The study will include a review the dynamics of these systems, the root causes for their enabling development, competitive characteristics, inclusiveness and resilience, among others.

The study will include the detailed analysis of a success case of the market system approach as well as the three case studies. The study must provide recommendations regarding issues that USAID/Colombia has not considered in the past in its programs for entrepreneurship enterprises and MSMEs programs that can potentially drive business growth.

The subcontractor shall provide USAID/Colombia with a comprehensive market system model that considers actors, resources, outcomes, and environmental factors to drive success.

A.3.1.C Specialized quantitative data collection services through surveys of micro, small and medium-sized enterprises (In aforementioned target municipalities).

Data collection is required to build indicators to analyze the development of business and entrepreneurship market systems in nine (9) municipalities prioritized by USAID/Colombia. These indicators will provide specific recommendations to r the Mission, activities and policy recommendations for the public sector (local and national level) and other business and entrepreneurial actors.

The offeror will develop a survey of economic units with a focus on market system development to characterize the business and entrepreneurship system, as well as to map the current state of MSMEs in the nine selected municipalities.²

The survey will collect data on various aspects, including the characteristics of micro, small, and medium-sized enterprises, such as size, economic sector, years of operation, ownership structure, and labor force. In addition, the survey instrument to be developed must include questions on the challenges and opportunities faced by MSMEs, including structural barriers, connectivity, access to credit, technology and knowledge, it will also assess the competencies and skills of entrepreneurs, such as educational level, managerial skills, technical skills and innovation capacity. In addition, it will capture equity and inclusion considerations and address specific barriers related to gender, age, ethnic group, migrant status and other vulnerability factors faced by groups as a result of socio and economic exclusion. Finally, the survey will explore the integration and interaction by MSMEs with other actors market system actors, including other firms, associations, and relationships with local and national government.

The duration per survey will be 60 minutes.

² 'Economic units' are MSME and entrepreneurship enterprises.



Data Collection in urban areas and population centers (rural)³

The universe to estimate sample size is provided by the Economic Units Count conducted by the National Administrative Department of Statistics DANE in the first semester of 2021. Major towns and population centers will be targeted. DANE identified the number of economic units in major towns and population centers of 1,102 municipalities and 18 non-municipalized units or areas in Colombia. Taking into account this count, the universe for the nine municipalities is established as follows:

Table 1. Total number of economic units (universe)

Municipality	Economic Units		
	Total	Headwaters	Population Centers.
Caucasia	5,211	5,025	186
El Santuario*	1,518	1,518	-
Santander de Quilichao	6,110	5,343	767
Montería	21,496	19,854	1,642
Puerto Rico	764	659	105
San Andrés de Tumaco	6,572	5,200	1,372
Cali	128,890	127,295	1,595
Buenaventura	16,080	14,242	1,838
San José del Guaviare	4,232	3,593	639
Total	190,873	182,729	8,144

Note: Based on the "Censo de Unidades Económicas" from Departamento Administrativo Nacional de Estadísticas 2021.

* This municipality has no population centers

The estimated indicators are expected to be representative of the urban and rural areas (population centers) in the municipalities of Cali, Monteria and a group of the remaining seven (7) municipalities. For this purpose, a sample of 2,304 economic units was estimated to be surveyed, with a margin of error of 5%, a confidence level of 95%, a deff of 2 and the following formula was used:

$$n = \frac{N * P * Q * z^2}{N(e)^2 + P * Q * z^2} * deff * T$$

Where:

n = Sample Size

N = Population size

P = Probability of occurrence of the phenomenon under study, being in this case 0.3 an estimate of the level of informality.

$$Q = 1 - P$$

e = Error

z = Confidence Level

The estimated disaggregated sample size is:

Table 2. Quantitative data collection estimated sample size

Municipality	Total	Disaggregated Sample
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³ In Spanish referred to as, 'Cabecera Municipal y Centros poblados'.



		Heaswaters	Population Center
Montería	763	628	135
Cali	773	686	87
7 municipios	768	612	156
Total	2,304	1,926	378

For the 768 surveys to be conducted in the seven (7) municipalities, distribution will take into account the number of economic units located in each of these municipalities, the distribution of the sample is expected as follows:

Table 3. Sample Distribution for 7 municipalities .

Municipalities	Economic Units	Percentage of Total	Sample Distribution
Caucasia	5,211	12.9%	99
El Santuario	1,518	3.7%	29
Santander De Quilichao	6,110	15.1%	116
Puerto Rico	764	1.9%	14
San Andrés De Tumaco	6,572	16.2%	125
Buenaventura	16,080	39.7%	305
San José Del Guaviare	4,232	10.5%	80
Total	40,487	100%	768

Data collection in Dispersed Rural Areas

Given information on the number of existing economic units in the dispersed rural areas is not available, the framework for data collection in this areas will be a list frame constructed by the MEL Activity and will have a list of community members or economic units that have participated in USAID programs or have been surveyed in previous evaluations. ⁴ A total of 250 surveys are expected to be conducted in dispersed rural areas in the municipalities of San Andres de Tumaco (Nariño); Santander de Quilichao (Cauca); Puerto Rico (Meta); Caucasia (Antioquia); Santuario (Antioquia); Buenaventura (Valle del Cauca) and San Jose del Guaviare (Guaviare). The final distribution of the sample in these seven (7) municipalities will be defined during the design of the work plan.

The list frame will be provided by the MEL Activity and will contain as much of contact information that has been collected, as possible.

Indicative design guidelines

A probabilistic, stratified, multistage design with selection by probability proportional to size is expected. The sampling strata will be Cali, Montería and the group of seven (7) municipalities. Taking into account the DANE's Economic Unit Count, the sampling stages will be defined by the cartographical levels of the block. Selection in each of the stages will be made by means of a probability proportional to the size, defined by the number of economic units present in each block. For this purpose, the MEL

Activity will make available to the Contractor the necessary information to carry out the selection of the sample in the first stages in a shapefile.

A review of all existing economic units must be conducted. If these exceed 10 units, 10 units will be randomly selected to be surveyed in the block, if the value is less than five (5), units should be joined with a contiguous block until the 10 units are reached.

The successful offeror is expected to carry out the following activities in the quantitative data collection component:

- Design a sample that maximizes accuracy and minimizes costs, under the guidance of the MEL Activity.
- Use the sample frame and comment on the questionnaire, both delivered by the MEL Activity.
- Recruit and hire enumerators and their supervisors, the latter where applicable.
- Train enumerators in coordination with the MEL Activity.
- Design and execute the logistics of data collection and provide weekly reports of field operation progress.
- Build the database resulting from the field data collection and conduct all procedures to appropriately clean data under protocols established by the MEL Activity.
- Provide respective summary statistics of the most important variables for the document (A list will be mutually agreed to with the MEL Activity during the design of the work plan).

Once quantitative and qualitative data collection is complete, adequate triangulation of the results must be conducted with a view to providing a deeper understanding of the social and economic conditions of economic units (entrepreneurs and MSMEs) and to allow a cross-validation of the results obtained. MEL Activity will confirm technical and/or administrative services related to the data collection and triangulation process during the design and approval of the work plan.

A.3.2 Ethics Committee

As part of the necessary documentation during the execution of the contract, the successful bidder will submit ethical guidelines for the collection of quantitative and qualitative information established by Panagora Group Human Research Policy guidelines, which will be provided to the subcontractor. During the design and work plan approval process, clarifications will be provided regarding this process.

A.4 PROFILES OF THE MINIMUM PERSONNEL REQUIRED IN THE TEAM

The Offeror shall submit in its proposal a work team that responds to the objective and scope established in this RFP, with the expected quality and timeliness and within the established deadlines. The profiles shall be divided according to the scopes of sections A.3.1 and A.3.2.

Panagora requires the offeror to include the following profiles in its proposal:



Consulting and qualitative data collection (Scope A.3.1):

No	Role	Required Experience
1	Study Director	Professional in Social Sciences, Economics, Exact Sciences, Government, Engineering or related fields, with postgraduate studies (minimum Master's degree) in fields related to the functions to be performed. Professional experience in research, direction, coordination and planning of projects with quantitative and qualitative approach. Minimum experience of fifteen (15) years as project manager or in senior management positions. If the candidate has a PhD, a special assessment will be made.
2	Study Sr. Specialist	Professional in Social Sciences, Economics, Exact Sciences, Government, Engineering or related fields, with postgraduate studies (minimum Master's degree) in fields related to the functions to be performed. Professional experience in research, coordination and planning of projects with a quantitative and qualitative approach. Minimum ten (10) years of experience as a researcher. If the candidate has a PhD, a special assessment will be made.
3	Bilingual technical writer	Certified bilingual professional with experience in the development of technical reports. Minimum three (3) years of experience as a bilingual technical writer. Experience in public policy and/or economic development issues and prior donor experience drafting reports, are desirable.
4	Thematic expert – Market Business Systems	Professional in engineering, statistics, economics or related fields, with graduate studies in fields related to the duties to be performed. Demonstrated experience in market systems analysis. Minimum five (5) years of experience as a researcher or specialist in matters related to public policy and/or economic development.
5	Thematic Expert – Public Policy and Enterprise Development (2)	Professional in engineering, statistics, economics or related fields, with postgraduate studies in fields related to the functions to be performed. Demonstrated experience in analysis, design or implementation of public business policies. Minimum five (5) years of experience as a researcher or specialist in matters related to public policy and/or economic development.
6	Qualitative Analyst (3)	Professional in Social Sciences, Economic Sciences or related fields, with postgraduate studies in fields related to the functions to be performed. Demonstrable experience in the collection, analysis and design of reports with qualitative information. Minimum five (3) years of experience as a researcher or specialist in public policy and/or economic development.

Quantitative data collection (Scope A.3.2):

No	Role	Required Experience
1	Logistics Coordinator	Professional in Social Sciences, Economics, Exact Sciences, Government, Engineering or related fields, with postgraduate studies in fields related to the functions to be performed. Professional experience in field operations for the collection of surveys with companies or households. Minimum three (3) years of experience as a logistics coordinator.
2	Technical expert	Professional in Social Sciences, Economics, Exact Sciences, Government, Engineering or related fields, with postgraduate studies in fields related to the functions to be performed. Minimum five (5) years of demonstrated experience in field operations with MSMEs or large companies.
3	Statistician	Professional in Statistics with postgraduate studies. Experience in sampling and quantitative data collection. Minimum three (3) years of experience as a statistician or sampling coordinator.
4	Designer (Forms)	Professional in design or similar with a minimum experience of two (2) years of experience in the layout of forms for the collection of quantitative information.



5	Data Capture and Processing Coordinator	Professional in Social Sciences, Economics, Exact Sciences, Government, Engineering or related fields, with postgraduate studies in fields related to the functions to be performed. Experience in coordination of field operations and database processing. Experience in operations in MSMEs or large companies is desirable
6	Field Supervisor (data collection)	Minimum of two (2) years of experience in data collection through face-to-face or remote surveys. Experience supervising data collection teams is desirable.
7	Enumerators	Minimum of one (1) year experience in data collection through face-to-face or remote surveys.

A.5 EXPECTED DELIVERABLES

The table below details deliverables to be met by the successful offeror under the subcontract to be signed with Panagora. **All documents and presentations must be delivered without exception under the style policies and templates established by the USAID/Colombia Mission**, which will be shared by the MEL Activity once the subcontract is signed. Documents in different templates/formats will not be accepted. Unless otherwise indicated, all deliverables must be submitted in English and in Spanish.

All deliverables must be approved by the MEL Activity for payment.

No.	Name of Deliverable	Description of Deliverable
1	Work Plan and Study Design	The work plan must contain: <ol style="list-style-type: none"> Schedule of activities per week. The progress of the two scopes described in Section A.3 must be shown in detail. For field operations to collect qualitative and quantitative information, an illustrative plan must be presented that includes the travel schedule, with dates and locations. For the qualitative operation, a design of the focus groups and semi-structured interviews with the eventual actors, previously discussed with USAID/Colombia and the MEL Activity. The design of the case studies (3). Design of the successful case, under the context of market systems, of the clothing manufacturing chain in the municipality of El Santuario (Antioquia). For the quantitative data collection, a sampling design in accordance with the criteria defined in section A.3 of this document, including the sample frame, the survey implementation manuals.
2	Methodology and Manual for Quantitative and Qualitative Data collection	Document that includes the methodology and the collection manual of the field operation in the municipalities that are part of the target areas. This must come separately for: (i) capitals and populated centers (all municipalities); and (ii) dispersed rural (seven municipalities).
3	Submission of ERB Documents (according to A.3.2)	<ol style="list-style-type: none"> Documents required for successful Ethical Review Board as per Panagora Group requirements and those of the USAID MEL Activity. Annex of final quantitative and qualitative data collection instruments (English and Spanish version)
4	Intermediate Report 1 (Progress with regard to activities A.3.1)	Report in English of a maximum of 50 pages (without Annexes) that will include: <ol style="list-style-type: none"> A complete chapter with the diagnosis and context of entrepreneurs and MSMEs in Colombia, through secondary sources and interviews with national and local public policy stakeholders. (Maximum 15 Pages)



		<p>2. A chapter with the progress report of qualitative data collection in the nine municipalities, the three case studies and the special analysis of El Santuario (Max 25 Pages).</p> <p>Note: This document must be delivered to reflect USAID brand and communication guidelines that Panagora will provide. If it does not come in this format, the deliverable will not be accepted.</p>
5	Pilot of Instruments Report and quantitative database	<p>This deliverable will include a document in English in Word and the databases with the following specifications:</p> <ol style="list-style-type: none"> 1. A chapter with the report of the results and recommendations of the pilot test of the quantitative field data collection. 2. Weekly summary of the progress of the data collection including, if possible, preliminary deliveries of the information collected 3. Recoded final database (.xlsx and, .dta) and its respective dictionary. (English and Spanish version) 4. Recoded database. Recode empty spaces into the final database (eg - 999 for values that do not apply per flow, -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 with the MEL Activity. (English and Spanish version). 5. The final version of the final database anonymized following the protocol developed by the MEL Activity (.xlsx and .dta) and its respective dictionary (English and Spanish version) 6. Photographic record of field activities. This record must conform to the standards that will be provided by the MEL Activity. 7. Visualization of the descriptive statistics of the data obtained in the collection. This visualization must allow summary tables and graphs in Excel with their corresponding analysis in Word that will complement numeral 1 of this delivery. (English and Spanish version). <p>Note: This document must be delivered to reflect USAID brand and communication guidelines that Panagora will provide. If it does not come in this format, the deliverable will not be accepted..</p>
6	Final Study Report for comment (A.3.1)	<p>This document must be written in English and include, but not be limited to:</p> <ol style="list-style-type: none"> 1. Complete final report of deliverable 4: case studies, qualitative analysis and the success case of the Municipality of El Santuario (Antioquia). 2. Complete report that includes the characterization of entrepreneurs and MSMEs in the context of market systems, among other characteristics from the quantitative findings. 3. Findings, Conclusions and Recommendations (FCR) Section. <p>Note: This document must be delivered to reflect USAID brand and communication guidelines that Panagora will provide. If it does not come in this format, the deliverable will not be accepted.</p>
7	Findings, Conclusions, and Recommendations Power point presentation	<p>Approved Presentation in English in Power Point format that must include the Findings, Conclusions and Recommendations (FCR in English) and the most outstanding part of the analysis of market systems with regard to entrepreneurs and MSMEs.</p> <p>This presentation must have the approval of the MEL Activity before being exposed to the USAID/Colombia mission. This is not negotiable. In addition, it must be delivered under the USAID brand and communication guidelines</p>



		standard that Panagora will duly deliver. If it does not come in the format, it will not be accepted.
8	Final Study report with all comments resolved	<p>This document will be the corrected version of deliverable number 6 and will also include the resolution of all comments that arise from the presentation of Findings, Conclusions and Recommendations.</p> <p>Note: This document must be delivered to reflect USAID brand and communication guidelines that Panagora will provide. If it does not come in this format, the deliverable will not be accepted.</p>

SECTION B – INSTRUCTIONS TO OFFERORS

B.1 PROPOSAL

Panagora Group SAS (Hereinafter referred as Panagora) 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 to make any award nor does it commit Panagora to pay any expenditures incurred during the proposals' preparation and presentation. Panagora may cancel this RFP or any part thereof. Panagora 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.

The Offeror selected under this solicitation is not authorized to incur any costs without prior written authorization from Panagora. If it does so, the total costs incurred without authorization will be declared UNALLOWABLE and therefore will not be paid by Panagora.

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	July 21, 2023	
Bidders' conference	July 28, 2023	9:00 AM
Deadline to submit questions	July 28, 2023	5:00 PM
Response to questions	August 1, 2023	5:00 PM
Application process closing and receipt of proposals	August 10, 2023	5:00 PM
Award report	August 14, 2023	5:00 PM
subcontract signing	August 22, 2023	

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

B.3 SOURCE OF FUNDING

Panagora has a budget approved by USAID to cover the costs described in this RFP.

B.4 FRAUD AND CORRUPTION

Panagora requires that offerors meet the highest ethical standards during the procurement and performance of any subcontracts. In keeping with this policy, Panagora 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 staff that is stipulated in this document. Panagora 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, individually or in a temporary union, must be legally constituted and registered organizations in Colombia and must provide the supports and documents that attest to this. The objectives of the organization or organizations must correspond to the scope and specific objectives of the scope of work being contracted. The subcontractor is not permitted to engage their own subcontractors for the work under this RFP.

Offerors participating in the present process under any of the following modalities shall be eligible, provided they meet the requirements set forth in the Terms of Reference and other parts of this RFP:

1. Individually, as national legal entities. Proposals from individuals or foreign legal entities not domiciled in Colombia **will not be accepted**.
2. As a Temporary Union in any of the forms of association foreseen in the Colombian legislation, taking as reference Article 7 of Law 80 of 1993. Proposals submitted under the figure of Promises of Future Partnership **will not be accepted**.

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

1. It is a legal entity;
2. It has the legal capacity to enter into a contract;
3. It is not insolvent or bankrupt, and its business activities have not been suspended pursuant to judicial proceedings for any of the aforementioned reasons;
4. It has fulfilled its fiscal and legal obligations;
5. 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. In the case of

Temporary Unions, the offeror must submit the documents of the companies forming the partnership.

6. Attach signed certifications for Subcontracts which are at the end of this document (see Attachment 1: Certifications for Subcontracts)

Companies, organizations, or temporary unions, 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 1.⁵

Panagora reserves the right to make inquiries regarding the different individual or Temporary Unions in different online information sources in Colombia, as well as the lists of parties excluded by the U.S. government for contracting with federal resources of the Government of the United States of America.

B.5.1. EXISTENCE AND LEGAL REPRESENTATION

The existence and legal representation of the individual offerors or members of the Temporary Unions shall be accredited in accordance with the following rules:

- LEGAL ENTITIES: All legal entity shall submit the following documents:

1. National or foreign legal entity with a branch office in Colombia:
2. Certificate of existence and legal representation issued by the Chamber of Commerce or competent authority in which it will be verified:
 - a. Date of issuance of the certificate no more than thirty (30) calendar days prior to the closing date of the contracting process. In the event that the closing date of the process is modified, the date originally established in the RFP shall be used as a reference to establish the term of validity of the certificate of existence and legal representation.
 - b. That the purpose of the company allows the execution of the activities described in the object of the present process.
3. National legal entities must accredit that their duration will not be less than the term of the contract plus one year.
4. If the legal representative of the company has restrictions to contract obligations on behalf of the company, he/she must prove his/her capacity through a sufficient authorization granted by the respective competent corporate body for each case.
5. The appointment of the statutory auditor, if any.
6. That foreign legal entities with permanent activities in the Republic of Colombia (work or service contracts) must be legally established in the national territory in accordance with articles 471 and 474 of the Code of Commerce.

⁵ 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.

7. Certification of the statutory auditor in the case of a Colombian corporation, stating whether it is open or closed.
8. Photocopy of the legal representative's identification document.
9. Documentation that proves that the Bidder has been constituted for at least five (05) years and that its corporate purpose corresponds to the object of the call.
10. Attach, signed by the legal representative, the certifications for Subcontracts in Attachment 1 (Certifications for Subcontracts).

In the case of branches of foreign legal entities and since the branch in Colombia is not a legal entity different from the parent company, the date of incorporation of the latter shall be taken into account.

If the bid is subscribed by a foreign legal entity through the branch duly constituted in Colombia, the existence of the branch and the legal capacity of its representative or attorney-in-fact must be evidenced by submitting the certificate of existence and legal representation with an issue date of no more than 30 calendar days prior to the closing date of this selection process by the Chamber of Commerce. When the legal representative of the branch has restrictions to contract obligations, he/she must accredit sufficient authorization from the respective competent corporate body to contract obligations on behalf of the company. The definitive absence of sufficient authorization or the failure to provide such document once requested by the entity, shall determine the lack of legal capacity to submit the bid.

B.5.2. Temporary Union

The offeror may be presented by a Temporary Union or Consortium, provided this follows modalities described in B.5 Eligibility. The subcontractor is not permitted to engage their own subcontractors for the work under this RFP.

Offerors participating in the present process must establish a document of formation of a temporary union that:

1. Proves the existence of the agreement and classifies it as a Temporary Union or Consortium. In this document the members must express their intention to form the Temporary Union.
2. Proves the appointment of a representative and an alternate whose intervention must be defined in the formats of Attachment 2, depending on the model selected to form the Temporary Union or Consortium, of all the associated natural and/or legal persons, with sufficient powers for the representation without limitations of each and every one of the members, in all the aspects required for the presentation of the bid, for the subscription and execution of the contract, as well as the power to sign the termination and liquidation minutes.
3. Provide a photocopy of the identification card of the principal and alternate representative of the Temporary Union.
4. Provide proof that the term of the Temporary Union is not less than the term of the contract plus one additional year. For evaluation purposes, this term shall be counted as of the closing date of the contracting process.
5. The Temporary Union must expressly state the percentage of participation of each of its members. The sum of the percentage of participation may not be different from 100%.

6. During the contractual stage, the percentages of participation may not be modified without the prior consent of the entity.
7. Documentation that proves that the members of the Temporary Union have been constituted for at least five (05) years and that their corporate purpose corresponds to the purpose of the bid.
8. Both the Temporary Union and the individual members must attach, signed by the corresponding legal representatives, the certifications for Subcontracts in Attachment 1 (E. Certifications for Subcontracts).

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

Panagora is not responsible for the integrity of the Request for Proposals if the document was not obtained directly from Panagora at <https://panagoragroup.net/procurements/>. Offerors that did not obtain the terms of the solicitation directly from Panagora 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 (SOLICIATION)

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. FY23-COL-RFP-019 – Investigación Ecosistemas de Emprendimiento y Sistemas de Mercado Empresariales**” no later than **July 28, 2023 at 5:00 PM Bogota, Colombia time**.

Panagora 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 amends this RFP as a result of the Q&A process, we will publish the modification online. Only the responses issued by Panagora 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 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.

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 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 will be presented in Spanish.

B.9.3 Documents that make up the proposal

For a proposal to be valid, in addition to the documents required in section B.5 Eligible Offerors, offerors must submit the required legal documents, the technical proposal for the services with the established requirements and a cost proposal that includes the total costs to attend a fixed price subcontract, as detailed below:

I. The Legal Documents must include:

A. Legal entities acting individually:

1. For Colombian entities or foreign companies with a branch in Colombia, the Chamber of Commerce Registration (within the last 30 days) and Single Taxpayer Registry (RUT).
2. Photocopy of the identification of the legal representative of the Bidding entity.
3. Photocopy of the identification of the professional who will coordinate the relations with the contracting entity providing his/her position within the Bidding entity.
4. Certified financial statements for the last three (3) years to demonstrate financial solvency.
5. Document that accredits a minimum of five (5) years of experience in activities similar to the present project.
6. Proof of having the capacity to enter into the amount of the subcontract offered; if necessary, attach the certificate granting such authorization.

B. Temporary Union or Consortium: Each of the members of the Temporary Union must submit as part of the proposal, the following documents:

1. For Colombian entities or foreign companies with a branch in Colombia, the Chamber of Commerce Registration (within the last 30 days) and the Single Tax Registry (RUT).
2. Photocopy of the legal representative's identification.
3. Photocopy of the identification of the professional who will coordinate the relations with the contracting entity providing his/her position within the Offeror.
4. Certified financial statements for the last three (3) years for each company forming the Temporary Union, to demonstrate financial solvency.
5. Document that accredits a minimum of five (5) years of experience in activities similar to the present project.



- The individual companies forming the Temporary Union must present proof of capacity to enter into the amount of the subcontract offered; if necessary, attach the certificate granting 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:

- 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)
- 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.
- 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 5 pages**, not including annexes such as graphs, tables, charts, or drawings.
- 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).

Title	Name	Principle functions	Dedication	Years of experience
Assessment Director				
Assessment Senior Specialist			100%	
Technical Writer (bilingual)				
Thematic Expert: Business Market Systems				
Thematic Expert: Public Policies for Business Development (Person 1)				
Thematic Expert: Public Policies for Business Development (Person 2)				
Logistics Coordinator				
Thematic Expert: Quantitative Operations				
Statistician				

NOTE 1: For the profiles of Supervisors and Field Surveyors, the Offeror must attach to its proposal a certification signed by the Legal Representative in which the company, in the event of being selected to execute the subcontract, undertakes that the personnel to be hired for these roles will be those who meet the required profile.

NOTE 2: The offeror must fulfill the dedication established in the table above for the Assessment Senior Specialist which is 100% during the Subcontract POP.

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 3 for detailed instructions and for a sample budget template. Rates in this budget should be **all inclusive, including company costs**.

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 3 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 3 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 3 summary sheet when the Offeror completes the detailed budget sheet.



No.	Deliverable	Delivery Date	Value (% of the subcontract value)
1	Work Plan and Study Design	Week 3	15%
2	Methodology and Manual for Quantitative and Qualitative Data collection	Week 4	15%
3	Submission of ERB Documents (According to A.3.2)	Week 5	10%
4	Intermediate Report 1 (Progress with regard to activities A.3.1)	Week 8	10%
5	Pilot of Instruments Report and quantitative database	Week 16	10%
6	Final Study Report for comment (A.3.1)	Week 20	10%
7	FCR Power point presentation	Week 21	15%
8	Final Study report with all comments resolved	Week 23	15%

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 \pm 5percent from the original payment terms and the total must equal 100 percent. Advance payments are not allowed.

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.

B.9.8 Withdrawal, substitution, and modification of proposals

Offerors may not withdraw, substitute or modify the bid submitted between the deadline for submission of bids and the expiration of the bid 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 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 to contratos@panagoracolombia.net.

B.10.2 Clarifications regarding proposals

With a view to assisting in the review, evaluation, comparison, and subsequent rating of the proposals, Panagora 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'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'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 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 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 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 determines that the proposal does not substantially conform to the requirements, said proposal will be rejected.

B.10.6 Evaluation of proposals

Panagora 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 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 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’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 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 will notify the successful offeror in writing that its proposal has been accepted. At the same time, Panagora will also notify the other offerors of the results of the solicitation.

B.10.10 Subcontract signing

Immediately following the notification, Panagora 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.

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

Panagora will evaluate all proposals received to ensure that they are complete in terms of providing the documents requested in the RFP. Panagora may reject proposals that do not contain all the information requested.

Panagora reserves the right to reject proposals whose prices are excessively low or higher than the total estimated budget. Unsuccessful offerors will be notified in accordance with FAR section 15.5. In this regard, Panagora welcomes the principles and methodologies established in the G-MOAB-01 - "Guide for handling artificially low bids in Procurement Processes" of the National Agency for Public Procurement - Colombia Compra Eficiente (ANCP - CCE).

1) TECHNICAL EVALUATION: 70 points

Once the initial evaluation has been completed, Panagora will review those proposals that are still under consideration to thus determine their technical acceptability. Panagora 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 demonstrate 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 bidder must demonstrate previous experience in the execution of contracts that involve in their scope the topics related to the object and scope of the research to be carried out, the collection of quantitative and qualitative information in person or virtually with high geographical dispersion, survey volumes equal to or greater than those required in this application and with similar or higher execution values during the last 5 years **(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 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;
- to 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 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

Cost analysis will not be performed if the technical proposal does not meet the minimum standards requested by Panagora, i.e. a minimum score of 55 points out of a possible 70 points in the Technical Evaluation.

Cost proposals will be scored by a Cost Evaluation Committee using the criteria presented in this section. The cost evaluation includes:

1. Determination of the completeness of the costs. **(5 points)**
2. An analysis of reasonableness of the costs proposed. **(5 points)**
3. 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)**
4. Comparison of unit prices compared to other technically acceptable proposals. **(10 points)**



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

1. Competitive range: If Panagora 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 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 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 may exclude any proposal whose weaknesses are significant enough to merit a request for a new technical proposal from the offeror. Panagora 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 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.

2. Award: Panagora 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 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 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. 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, 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, 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 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 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 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, 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 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

Panagora Group SAS, Cra. 7 #74 B-36, Piso 6 - Bogotá, Colombia

www.panagoragroup.net

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

Except as may be specifically approved by Panagora, 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.

If Panagora determines that the Subcontractor has procured any restricted items under this subcontract without the prior written authorization of USAID through Panagora and has received payment for such purposes, Panagora 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’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. Subcontractor agrees to indemnify, hold harmless and defend Panagora for any losses, liabilities and claims, including as penalties or fines as a result of any regulatory action taken against Panagora 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 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'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 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 nor USAID can guarantee the accuracy of any information that it may provide to the Subcontractor and that neither Panagora 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's Chief of Party. Subsequently, a written report must be promptly submitted and Panagora 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 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, 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; 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'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 is or may reasonably be expected to be a party, unless and until Subcontractor has obtained a written agreement, approved by Panagora (which shall not be unreasonably withheld) and executed by each party to such proposed settlement, compromise or discharge, releasing Panagora 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 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 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 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 OR SUBCONTRACTING

The selected bidder may not subcontract or assign, in whole or in part, the obligations and responsibilities of the Subcontract without the prior written consent and approval of Panagora. In the absence of such consent and approval, 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 of such potential conflict of interest and receiving Panagora'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, 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 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 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 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. 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, MarshMCLennan Agency 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" for "Government" or "United States" throughout this clause.
- 2) Substitute "Panagora Procurement Representative" for "Contracting Officer", "Administrative Contracting Officer", and "ACO" throughout this clause.
- 3) Insert "and Panagora" after "Government" throughout this clause.
- 4) Insert "or Panagora" 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.
- 6) Insert "and Panagora" after "Contracting Officer", throughout the clause.
- 7) Insert "or Panagora 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 CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	AUG 2013	All Subcontracts > \$35,000. (Note 2 applies)
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)

Annex 1: Anticipated questions for development of the study

1. Current state of entrepreneurship and business market-system: What is the composition of the entrepreneurship and business market system in each municipality? What is its current state of development? What are its key actors and which ones are important for this market system but are missing? What is their role and their needs in the different business phases? How are these actors relating? Is the market system connected and working in an articulate manner? Is it efficient and effective?
2. Market system barriers: What are the visible and invisible systemic barriers and barriers that urban and rural entrepreneurs and businessmen face during the different business phases? What are the underlying rules of each market system? Which are the successes, lessons learned and best practices for rural and urban entrepreneurs and businesses? What are the institutional and structural failures and challenges the market system faces?
3. Market system levers and opportunities: What is an enabling environment for entrepreneurs and businesses to strive and grow?
4. Incentives and stakeholders in the market system: What are the government (local and national) and institutional incentives to create a strong, scalable and inclusive entrepreneurial market system? How are these incentives working? What other stakeholders are part of the market system? How do stakeholders interact with each other? What are the key incentives?
5. Recommendations for USAID/Colombia: What are the potential levers that USAID/Colombia hasn't considered in the past when investing in entrepreneurship which potentially can unlock and spur business growth, especially of businesses led by or targeted for members of marginalized communities?

[END OF REQUEST FOR PROPOSALS NO. FY23-COL-RFP-019–Entrepreneurial Ecosystems Study]