



**REQUEST FOR PROPOSALS (RFP)**

<b>Issue date:</b>	October 18, 2023
<b>RFP Number:</b>	FY23-COLMELSA-RFP001-LCSA
<b>RFP Objective:</b>	The design and development of an assessment focused on a Systems Approach to Care Economy and Gender Inequalities in Caregiving in five selected municipalities in Colombia.
<b>Bidders Conference:</b>	October 24, 2023, at 9:00 AM
<b>Questions Due Date:</b>	October 24, 2023, at 5:00 p.m. Bogotá time
<b>Closing Date</b>	November 9, 2023, at 3:00 p.m. Bogotá time
<b>Subcontract award and signature</b>	On or about November 30, 2023
<b>Maximum Subcontract Value:</b>	COP \$436,397,000
<b>Execution period:</b>	Nine (9) months from signing the subcontract

**Place of Performance:** Buenaventura (Valle del Cauca); Cartagena (Bolívar); Caucasia (Antioquia); Medellín (Antioquia); and Villavicencio (Meta).

**To All Prospective Offerors:**

Panagora Group SAS (from now on referred to as Panagora) issues this Request for Proposals (RFP), addressed individually to Colombian legal entities (now referred to as Offeror), to submit a technical and economic proposal to fully advance the research called “**A Systems Approach to Care Economy and Gender Inequalities in Caregiving in five selected municipalities in Colombia**” by the Terms of Reference (Section A), Conditions, and Deadlines provided in this document.

**Instructions and Evaluation:** Instructions for preparing technical and cost proposals are found below in Section B. Bids 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 specified in this RFP. Proposals that Panagora Group SAS considers to have an unrealistically low economic value will not be evaluated.

**Conference Date and Time:** Panagora will hold an open conference on **October 24, 2023, at 9:00 AM** to present the RFP to organizations interested in participating. This meeting aims to give 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 at Carrera 7 No.74 B-36, Edificio Calle 74, Piso 6.

Companies interested in participating in the conference must confirm attendance by emailing [contratos@panagoracolombia.net](mailto:contratos@panagoracolombia.net) no later than **October 23, 2023, at 03:00 PM**. The email must



indicate the company's name, the person who will attend, and the attendee's identification document number. Three attendees per potential bidder will be allowed to participate in the conference.

**Questions:** Questions regarding this solicitation must be submitted by email and shall be sent directly to [contratos@panagoracolombia.net](mailto:contratos@panagoracolombia.net) no later than **October 24, 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, changes to the closing date and time, and 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:** Bidders shall submit Proposals electronically no later than **November 9, 2023, at 3:00 PM** Colombian Time via email to [contratos@panagoracolombia.net](mailto: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 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, USAID/Colombia Monitoring, Evaluation, and Learning Short-Term Activity (MELSA)  
Panagora Group SAS

## **SECTION A – TERMS OF REFERENCE**

### **A.1 BACKGROUND**

Panagora Group is a woman-owned US-based company that provides monitoring and evaluation services in the international development sector. Panagora Group SAS (hereinafter referred to as Panagora) is currently in Colombia implementing the Monitoring, Evaluation and Learning Short-term Activity (MELSA), under a contract awarded by the United States Agency for International Development (USAID). The MELSA contract provides technical and advisory services to USAID in the following components: (1) Performance and impact evaluations; (2) research, assessments, and data analysis; and (3) monitoring and learning activities.

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.

USAID has requested Panagora lead an assessment on a **Systems Approach to Care Economy and Gender Inequalities in Caregiving in five selected municipalities in Colombia**. The assessment will yield valuable insights and highlight best practices and recommendations, informing policy and decision-making for the USAID/Colombia team and key stakeholders. This will include both quantitative and qualitative data. The findings will enhance local care systems, advance economic development, and promote inclusive caregiving practices, all aligned with the 'Mission's objectives. Lastly, the Assessment will furnish key recommendations to support the USAID/Colombia, its activities, and Implementing Partners (IPs), especially to the USAID/Colombia Generating Equity Activity in furthering their gender-specific caregiving and care economy initiatives, fostering collaboration with all stakeholders.

### **A.2 OVERALL OBJECTIVE**

This RFP aims to obtain proposals from interested firms that can provide the USAID/Colombia MELSA Activity technical services to develop an assessment focused on a **Systems Approach to Care Economy and Gender Inequalities in Caregiving in five selected municipalities in Colombia**. In Annex 1, offerors will find the specific questions expected to be answered by the selected subcontractor in the development of the study. Panagora seeks proposals from entities and/or specialized organizations with demonstrated successful experience developing:

- Consulting services to government, civil society, and the private sector, focused on care economy, gender inequalities in caregiving, and strengthening gender policies.
- Research projects on caregiving and sustainable development in Colombia, integrating gender perspectives and using quantitative and qualitative data collection and analysis.

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

- Research or studies on the Care Economy and Gender Inequalities in Colombian cities.
- Demonstrated experience in gender-focused research that includes ethnic approach.
- Proven experience using mixed research methods for studying gender-related issues.

- Prior analytical experience with national, international and multilateral organizations, is desirable.

### **A.3 SERVICES REQUIRED**

Under the technical direction of Panagora, the selected subcontractor must provide technical services consistent with the overall objective (section A.2). The subcontractor will adopt an applied research approach focused on understanding the care economy and gender disparities in the following five municipalities: Buenaventura (Valle del Cauca); Cartagena (Bolívar); Caucasia (Antioquia); Medellín (Antioquia); and Villavicencio (Meta).

Working closely with Panagora, the subcontractor will develop an assessment design that includes qualitative data collection methodologies. In addition, the subcontractor must perform a quantitative survey with employees of the four enterprises subject to this assessment. The intent is to analyze disparities in caregiving responsibilities and assess care-responsive policies in the selected municipalities. The subcontractor will determine the qualitative sample frame, fine-tune questionnaires to capture the required data and outline interview or focus group scripts in consultation with Panagora.

The subcontractor will develop a methodological design and work plan to address six research questions (see Annex 1). This task also includes creating lists of key informants, conducting quantitative analyses using secondary sources, field operations in five municipalities to collect qualitative information and a virtual poll, intermediate and final presentations, a final assessment report, and learning activities for disseminating the findings.

The study will provide recommendations to enhance local care systems and collaborate with the private sector, civil society, and local governments in coordination with national policies. Additionally, the assessment will provide key recommendations for the USAID/Colombia Generating Equity Activity which will be furthering its gendered caregiving and care economy sub-activities with all stakeholders.

Following the protocols established by Panagora, the subcontractor will conclude by presenting a detailed statistical analysis of the significant variables identified in the research areas. This part of the assessment will culminate in actionable recommendations to refine local care systems, ensuring alignment with national policies and fostering collaboration between sectors.

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 discrimination (in any form, including harassment) of any employee or applicant for employment on any of the above-described bases. Panagora strongly encourages 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**

The selected Subcontractor will conduct an assessment aimed at creating five comprehensive system maps, one for each municipality, to gain a deep understanding of the current situation, dynamics, key actors, and potential opportunities for addressing gender disparities in caregiving responsibilities and the broader care economy within the selected municipalities.

The assessment will yield valuable insights, identify best practices, and provide recommendations for policy and decision-making for the USAID/Colombia team and key stakeholders. The subcontractor will deliver those insights through examining and analyzing qualitative data and a virtual poll. The findings will contribute to improving local care systems, driving economic development, and nurturing inclusive caregiving practices in alignment with the Mission's objectives. Additionally, the assessment will offer key recommendations to support the USAID/Colombia, its Activities and IPs in advancing their gender-focused caregiving and care economy initiatives in collaboration with all stakeholders.

As studies have shown and recently the COVID-19 pandemic demonstrated, gender differences in the relationship between formal and informal caregiving, gendered caregiving<sup>1</sup>, and the care economy are fundamental barriers to Colombia's sustainable social and economic development, economic autonomy, and progress. The care economy encompasses paid and unpaid care activities, including childcare, eldercare, and household chores. Addressing gendered caregiving and the care economy is crucial for promoting gender equality, economic empowerment of women, and fostering inclusive development.

The United States Strategy on Global Women's Economic Security and USAID's recently updated 2023 Gender Policy 2 provide a strategic framework for advancing gender equality and women's empowerment globally. In Colombia, USAID is committed to promoting gender equality and women's empowerment by taking a systems approach to address the challenges and disparities in both paid and unpaid caregiving responsibilities within the care economy. USAID/Colombia's current Country Development Cooperation Strategy (CDCS) highlights the importance of advancing women's economic empowerment, reducing gender disparities as a cross-cutting theme, and integrating gender into all its programs. Recognizing the effect of gendered caregiving on women education/training, economic opportunities, participation in political leadership, and overall well-being, USAID aims to identify support actions, best practices and initiatives that address the care economy challenges and promote equitable gender norms in all three sectors (private sector public sector, and civil society). As part of the broader context, it is important to note that there are some programs that have included strategies responding to gendered caregiving, like the ongoing Generating Equity Activity, which actively promotes care economy initiatives in collaboration with civil society actors and the private sector. These initiatives align with the objectives of USAID in the prioritized municipalities, aiming to address gender disparities in caregiving responsibilities and foster women economic empowerment.

Colombia's government has responded to this critical issue. In recognition of the importance of caregiving activities, in 2010, Colombia enacted Law 1413 of 2010, which mandates the creation of a satellite account to measure the contribution of caregiving activities to the Gross Domestic Product (GDP). This law underscores the significance of understanding and addressing the care economy to promote sustainable economic development. By studying the intersection of gender disparities, caregiving responsibilities, and the care economy, this assessment aims to provide evidence-based

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<sup>1</sup> Gendered caregiving refers to the unequal distribution of caregiving responsibilities between men and women, with women shouldering a disproportionate burden of unpaid informal care work.

recommendations for policy interventions that promote gender equality, and female empowerment, and enhance the provision of care services.

The care economy, covering paid and unpaid care tasks, is pivotal in gender equality and economic empowerment. USAID/Colombia adopts a systems approach to address disparities within the care economy. The country's strategy emphasizes women's empowerment, and its initiatives, for example, the USAID/Colombia Generating Equity Activity, collaborate with civil society and the private sector to reduce caregiving gender disparities.

The current national government is actively promoting the development of the National Care System, led by the Ministry of Equality. This system is designed to achieve three primary objectives: redistribution, recognition, and representation of caregiving work. To attain these goals, the plan is for all government entities to adopt a gender and care perspective and allocate resources and policies to address this agenda.

Furthermore, Colombia's private sector has been demonstrating interest in adopting care economy strategies that foster equal caregiving policies and promote gender-responsive business policies. USAID/Colombia acknowledges the private sector's contribution to economic growth, workforce education/training, and increased job opportunities that further women's economic empowerment. Potential partnerships with the private sector allow for innovative approaches to address gender disparities within the care economy and contribute to sustainable economic development. Moreover, initiatives focused on integrating the care economy within businesses are crucial in advancing the Sustainable Development Goals (SDGs) agenda.

In addition, working with key stakeholders, including civil society organizations, the private sector, and local authorities, aligns with USAID's localization approach. By working together, the three sectors can design and implement strategies that address gender disparities in the care economy and promote gender equality.

The assessment aims to deepen the understanding of gendered caregiving and the care economy within the selected municipalities (Buenaventura, Cartagena, Cauca, Medellin, and Villavicencio). By examining the local system via its patterns, dynamics, and influences, this assessment seeks to generate evidence-based insights and identify best practices. The findings and recommendations will inform policy dialogue and program/activity design and promote collaborative efforts between the three sectors to advance gender equality and empower women in Colombia.

By addressing gendered caregiving and the care economy, USAID/Colombia will contribute to a more equitable society where women have equal opportunities to thrive, take advantage of leadership opportunities, participate in the economy and political space, and shape the development of their communities. The findings from this assessment will support USAID/Colombia ongoing efforts to promote gender equality and foster inclusive economic development in Colombia.

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

- A. Conduct a desk analysis to understand the patterns and dynamics of gender disparities in caregiving responsibilities within the selected municipalities.
- B. Analyze the role of the private sector in the care economy in selected municipalities.
- C. Conduct and analysis of civil society strengthening and advocacy in local care systems.

- D. Assess the local caregiving initiatives in the context of Colombian national policy.

The following section will comprehensively explain each task for the four core services.

**A.3.1.A Desk analysis to understand the patterns and dynamics of gender disparities in caregiving responsibilities within the selected municipalities.**

1. The selected subcontractor will utilize various quantitative analysis techniques to understand the patterns and dynamics of gender disparities in caregiving responsibilities within the selected municipalities. The primary data source for this analysis will be the *Encuesta Nacional de Uso del Tiempo* (ENUT, by its acronym in Spanish) conducted by the National Administrative Department of Statistics (DANE) under Law 1413 of 2010.
2. The selected subcontractor will identify the patterns of gender disparities in caregiving responsibilities while considering intersecting factors such as ethnicity and age groups. The selected subcontractor will employ statistical methods like regression analysis and data visualization.
3. Besides the ENUT, the selected subcontractor will use secondary surveys conducted by DANE, including the Labor Market Household Survey (GEIH) and Live Quality Household Survey (ECV), providing valuable datasets for further analysis. The offeror could employ statistics techniques to gain insights into labor market dynamics, remunerated and non-remunerated activities, education levels, and other relevant variables. By utilizing these techniques, the selected subcontractor will comprehensively examine the connections between the formal and informal labor market and the care economy, providing a deeper understanding of how gender disparities influence labor force participation, income generation, and the provision of care services.
4. The quantitative analysis will combine these techniques to uncover trends, patterns, and relationships within the data. This approach will enable the offeror to estimate evolving care needs and provide a regional perspective on the influence of gender disparities in caregiving responsibilities within the selected municipalities.
5. The final report will incorporate this desk analysis's insights, conclusions, and recommendations.

**A.3.1.B Analyze the role of the private sector in the care economy in selected municipalities**

1. The selected subcontractor will collaborate with Panagora and USAID/Colombia to identify four companies operating within any of the five municipalities under study. These companies should be associated with value chains or strategic sectors of the economy that align with USAID/Colombia focus areas. Examples of such companies could include those involved in the mining and energy industry, coffee production, cocoa cultivation, among others. These four companies will be selected as case studies to comprehensively analyze the impact of care-responsive policies and practices implemented by private enterprises.
2. The selected subcontractor will conduct at least five interviews for each case with key informants from these companies. Furthermore, the chosen subcontractor is encouraged to propose the collection of complementary quantitative data through a virtual poll involving 100

individuals for each company. It's important to note that this poll will not be intended to be representative but rather aims to leverage insights from company data to enrich the overall analysis. The interviews and polls will focus on gathering productivity, job satisfaction, retention rates, and overall performance data. The instruments applied by the selected offeror will highlight the economic benefits and return on investment for companies that invest in care-responsive measures, among other factors identified by the selected offeror. This approach will consider the four companies' unique characteristics and the businesses' sizes. Additionally, the selected offeror will analyze whether the policies implemented by these companies are potentially transforming gender roles associated with caregiving responsibilities.

3. The findings from these four case studies will provide insights into the opportunities and challenges associated with improving local care systems and contributing to economic growth, aligning with the Mission's objectives for private sector engagement. Additionally, the team will investigate whether the policies implemented contribute to encouraging men's participation in caregiving.
4. Furthermore, the selected offeror will identify the potential contributions of two women-owned care economy enterprises (MSMEs) to local care systems and economic development in Buenaventura and Medellín, one in each city, where the USAID/Colombia Generating Equity Activity is actively supporting the care economic sector. USAID/Colombia will select the MSMEs.
5. For the analysis of women-owned care economy enterprises (MSMEs), the selected subcontractor will conduct a workshop in each of the MSMEs and collect information that allows an understanding of how their operations and services can impact the care economy, including domestic work, office cleaning services, and geriatric care. The selected subcontractor will assess the potential of these enterprises for job creation, community empowerment, and meeting care needs. In addition to the two workshops, the selected offeror will conduct three interviews for each company, including community members and users.
6. The selected subcontractor will integrate the findings and conclusions from these case studies into creating local care system maps.

#### **A.3.1.C Civil society strengthening and advocacy in local care systems analysis**

1. The selected subcontractor will propose criteria for selecting three civil society organizations actively promoting local care systems within each of the five municipalities targeted for this study. The final criteria will be determined through discussions with Panagora and USAID/Colombia during the study's methodological design presentation. The selected subcontractor will conduct in-depth interviews for each chosen organization, totaling at least three per organization. The objective is to identify the opportunities and obstacles these organizations encounter in influencing the development of local public policies to address gender inequities in caregiving responsibilities. The interview design for these social organizations will incorporate a culturally sensitive approach, particularly capturing insights from Buenaventura's Community Councils.



2. Additionally, the selected subcontractor will identify recommendations to enhance or establish intersectoral care mechanisms, as mandated by Law 1413 of 2010, within the prioritized municipalities for the study.
3. The selected subcontractor will integrate the key findings from these interviews into the overall mapping of local care systems.

#### **A.3.1.D Local care economy initiatives and Colombia's national policy**

1. The selected subcontractor will examine how newly elected local governments (2023 – 2027) can align their care economy initiatives with the latest national policies within the selected municipalities.
2. The selected subcontractor must also provide an overview of the National Development Plan concerning the care sector, particularly emphasizing the current landscape.
3. The selected subcontractor will interview representatives from local governments and review relevant documents to assess the potential alignment of local development plans with the national care economy framework, considering each municipality's specific needs and contexts. Also, will propose a set of documents for analysis based on their relevance to addressing research question 5 (Refer to Annex 1).
4. Furthermore, the selected subcontractor will identify strategies that local governments can implement to maximize the impact of their care economy efforts. These strategies may include building partnerships, mobilizing resources, and fostering multi-sectoral collaboration. Additionally, it will provide recommendations for effective implementation and coordination with national policies by identifying incentives for alignment.
5. The interviews conducted by the selected subcontractor will focus on understanding the motivations that drive the local public sector to synergize with national priorities in the care economy.
6. The findings of these interviews and document analyses will be integrated into each municipality's maps of local care systems.

#### **Conducting Qualitative Research Instruments**

For all qualitative research instruments, including interviews, workshops, and focus groups detailed in sections A.3.1.A to A.3.1.D, the selected subcontractor shall adhere to the following:

1. The final number of semi-structured interviews and focus groups will be collaboratively determined with Panagora while developing the research design and work plan. It is important to note that all participants involved in the interviews and focus groups must complete the informed consent form, which will be mutually agreed upon with Panagora's technical team.
2. Each interview lasts approximately 60 minutes, while workshops are expected to span approximately 120 minutes. Deliver the transcription of the total number of interviews and focus groups, complying with the indications given by MELSA Activity technical team.

3. Process the interviews and focus groups by coding them using specialized qualitative software (Nvivo, AtlasTi, etc.).
4. Deliver a matrix of findings and conclusions on what was found in the interviews and focus groups, considering the study questions and codebook categories according to indications given by Panagora.
5. Deliver a matrix of findings and conclusions on what was found in the case studies, considering the study questions and the codebook categories according to the indications given by Panagora.

### **A.3.2 Ethics Committee**

As part of the necessary documentation during the execution of the contract, the selected offeror will submit ethical guidelines for collecting quantitative and qualitative information established by Panagora Group Human Research Policy guidelines, which will be provided to the selected subcontractor upon award. 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.

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

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

<b>Item</b>	<b>Role</b>	<b>Required Experience</b>
1	Team Leader (one)	<p>Degree in economics, social sciences, or a relevant field with at least ten (10) years of experience in research and project management related to gender issues. Proven expertise in researching gender, public policies, and gender equality. Extensive experience in leading and managing research projects, including women’s equity policy analysis. Strong analytical skills to collect, analyze, and interpret quantitative and qualitative data.</p> <p>Excellent written and verbal communication skills in English and Spanish at professional level, with a record of producing high-quality reports for international development agencies. Ability to effectively collaborate and build relationships with diverse stakeholders, including government officials, civil society organizations, and private sector representatives.</p> <p>Demonstrated leadership abilities, including time management, team coordination, and problem-solving skills.</p>
2	Care Economy Expert (one)	<p>Economist with a Master’s degree in social sciences, gender studies, or a related field with at least seven (7) years of general experience. Proven experience in research or consultancy projects on care economy. Proven knowledge of the National Survey of Time Use (ENUT).</p> <p>Proven qualitative and quantitative research expertise, including data collection and analysis. Strong analytical and critical thinking skills to develop evidence-based recommendations.</p>



		<p>Excellent communication skills to effectively convey complex concepts to diverse audiences. Experience working with government agencies, civil society organizations, and private sector stakeholders.</p> <p>Proficiency in English and Spanish, both written and spoken at professional level. Understanding of ethical considerations and best practices in gender-sensitive research.</p>
3	Gender Policy Expert (one)	<p>Social science professional with master's degree in social sciences, gender studies, or a related field with at least seven (7) years of experience in gender analysis at national and local level. In-depth knowledge of care policies, gender disparities, and social inclusion.</p> <p>Proven qualitative and quantitative research expertise, including data collection and analysis. Strong analytical and critical thinking skills to develop evidence-based recommendations.</p> <p>Excellent communication skills to effectively convey complex concepts to diverse audiences. Experience working with government agencies, civil society organizations, and private sector stakeholders.</p> <p>Proficiency in English and Spanish, both written and spoken at professional level. Understanding of ethical considerations and best practices in gender-sensitive research.</p>
4	Private sector Expert (one)	<p>Master's degree in economics, business administration, or a related field with at least seven (7) years of experience in gender mainstreaming and private sector engagement.</p> <p>Extensive knowledge of gender-inclusive business practices, corporate social responsibility, and sustainable development. Work on providing advisory services to private companies on gender equality and/or social inclusion is a bonus. Excellent analytical and problem-solving skills to identify gender gaps and develop tailored strategies.</p> <p>Effective communication and negotiation skills to engage with private sector leaders and foster collaborations.</p> <p>Proficiency in English and Spanish, both written and spoken.</p>
5	Quantitative specialist (one)	<p>Master's degree in economics, statistics, or a related field focusing on quantitative research methods. Proven knowledge of the National Survey of Time Use (ENUT). Minimum of five (5) years of experience in quantitative data analysis and gender analysis. Proficiency in statistical software (such as Stata, R, or Python) and data management techniques. Strong analytical skills to handle complex datasets and conduct rigorous statistical analysis. Effective communication skills to present findings and insights to diverse audiences. Knowledge of gender-related indicators and methodologies is desirable. Fluency in English and Spanish, both written and spoken.</p>
5	Qualitative specialist (one)	<p>Master's degree in social sciences, anthropology, or a related field focusing on qualitative research methods. Minimum of seven (7) years of experience in qualitative research design, data collection, and analysis. Proficiency in qualitative analysis software (such as NVivo) and experience in coding and thematic analysis. Strong interpersonal skills to conduct interviews and focus groups with diverse stakeholders.</p> <p>Knowledge and understanding of gender dynamics and intersectionality in research. Excellent written and verbal communication skills in English and Spanish. Experience in presenting qualitative findings clearly and engagingly.</p>



		Understanding of ethical considerations and protocols for research involving human subjects.
6	Technical writer (one)	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.
7	Local fieldwork Researchers (three) *	These roles require candidates with backgrounds in any discipline within the social sciences and a minimum of one year of general experience. They should have a strong understanding of gender and intersectionality perspectives and be well-versed in the dynamics of local government and social organizations, particularly those related to women's issues. These three professionals will be responsible for planning and support the fieldwork in Villavicencio, Buenaventura, Medellín, Cauca, and Cartagena. The distribution of responsibilities among the team members will be at the discretion of the offeror.

\* For the profile of the Local fieldwork researchers, 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.

#### 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 Panagora will share 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 Spanish.

**Panagora must approve all deliverables for payment.**

No.	Name of Deliverable	Description of Deliverable	Due date estimated
1	Methodology Design and Work Plan	<p>Before developing the report, the team will conduct two collaborative working sessions with USAID/Generating Equity Activity and Panagora SAS to establish the approach for engaging with private sector companies, civil society organizations, and government stakeholders involved in the study.</p> <p>The document must encompass:</p> <ol style="list-style-type: none"> <li>1. A comprehensive description detailing how each of the study's questions will be addressed.</li> <li>2. A methodology section elucidating data collection methods, analytical approaches, and a discussion of proposed methodological limitations, along with strategies for addressing these limitations.</li> <li>3. A thorough description of the conceptual framework will underpin the creation of five system maps (one for each municipality). This framework should provide insights into the current state, dynamics, levers, incentives, and potential opportunities for addressing gender</li> </ol>	Week 4



		<p>disparities in caregiving responsibilities and the care economy within the selected municipalities.</p> <ol style="list-style-type: none"> <li>4. A quantitative analysis plan, including a list of indicators to address question 1, accompanied by the corresponding analytical model.</li> <li>5. A roster of key stakeholders to be interviewed, aligned with the research questions.</li> <li>6. A section delineating the roles and responsibilities of each team member.</li> <li>7. A timeline for fieldwork visits.</li> <li>8. Clear objectives and a timeline for the Assessment encompassing fieldwork and final report submissions.</li> <li>9. An outline for the final report of the Assessment.</li> </ol> <p>The document should not exceed 25 pages, excluding any annexes.</p>	
2	Submission of ERB Documents	<ol style="list-style-type: none"> <li>1. Documents required for a successful Ethical Review Board as per Panagora Group requirements and those of the USAID MELSA Activity.</li> <li>2. Annex of final quantitative and qualitative data collection instruments (English and Spanish versions)</li> </ol>	Week 5
3	Exploratory Findings Presentation Question 1 and 2: PowerPoint presentation.	<p>This 20-slide PowerPoint presentation aims to showcase the results of the desk analysis for question 1 and four cases studies of question 2 (see Annex 1). This presentation will be delivered as part of an event commemorating Women's History Month, organized by USAID and featuring a diverse audience.</p> <p>Note 1: This PowerPoint presentation must adhere to USAID brand and communication guidelines provided by Panagora. Failure to meet these guidelines will result in non-acceptance of the deliverable.</p> <p>Note 2: This presentation will be shared with the Panagora team for their input before the final presentation to USAID.</p>	Week 13
4	Findings, Conclusions, and Recommendations. Final presentation	<p>This PowerPoint presentation, provided by the subcontractor in PowerPoint format, comprises the Findings, Conclusions, and Recommendations (FCR) along with the most significant aspects of the analysis of the five local care systems.</p> <p>The presentation aims to generate insights, highlight best practices, and offer recommendations for informing policy and decision-making for the USAID/Colombia team and key stakeholders. The findings will play a pivotal role in improving local care systems, fostering economic development, and advancing inclusive caregiving practices in alignment with the mission objectives. Furthermore, it will provide key recommendations to support the Generating Equity Activity's gendered caregiving and care economy sub-activities in collaboration with all stakeholders.</p> <p>Note 1: Before submission to the USAID/Colombia mission, this presentation must receive approval from the MELSA team. This requirement is non-negotiable.</p>	Week 28



		Note 2: The presentation must strictly adhere to the USAID brand and communication guidelines, which Panagora will provide. Failure to comply with these guidelines will result in non-acceptance of the deliverable.	
5	Final Study Report with all comments resolved	<p>This document must be written both in English and Spanish and include, but not be limited to:</p> <p>The report should represent a thoughtful, well-researched, and well-organized effort to analyze five local care systems.</p> <p>The report should adhere to plain language guidelines per the USAID Style Guide.</p> <p>The report should adequately address all Assessment questions included in the Annex.</p> <p>The study will produce well-documented findings that are verifiable, reproducible, and on which stakeholders can confidently rely while providing clear explanations of limitations.</p> <p>Findings, conclusions, and recommendations should be specific, concise, and supported by strong evidence.</p> <p>Will 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 the USAID brand and communication guidelines that Panagora will provide. The deliverable will not be accepted if it does not come in this format.</p>	Week 36

## SECTION B – INSTRUCTIONS TO OFFERORS

### B.1 PROPOSAL

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

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

A proposal selected as part of this request is not authorized to incur any costs unless it has received prior written authorization from Panagora SAS. 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 the selection process	October 18, 2023	
Bidders' conference	October 24, 2023 at 9:00 AM	9:00 AM
Deadline to submit questions	October 24, 2023 at 5:00 p.m. Bogotá	5:00 PM
Response to questions	October 26, 2023 at 5:00 p.m.	5:00 PM
Application process closing and receipt of	November 9, 2023 at 5:00 p.m. Bogotá	3:00 PM
Award report	November 14, 2023 at 5:00	5:00 PM
subcontract signing	On or about November 30, 2023 at 5:00	

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

### B.3 SOURCE OF FUNDING

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

### 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 to influence an employee's actions in a contracting process or in performance of a contract.
- **"Fraudulent practices"** means any misrepresentation or omission of the facts to influence an acquisition process or contract performance.
- **"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, 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 proposal evaluation if there is evidence that the offeror has received confidential information before or after disseminating this solicitation.

## **B.5 ELIGIBLE PROPOSALS**

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

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

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



Companies or organizations, whether for-profit or non-profit, shall be requested to provide a **Unique Entity ID number from SAM.gov** if selected to receive a subcontract valued at USD\$30,000 or more, unless exempted following information certified in the Evidence of Responsibility form included in the required certifications in Attachment 1.<sup>2</sup>

## **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 offeror's name is to be registered with the contracting entity when such terms are provided.

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

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

Offerors that require any clarification regarding the solicitation may send their questions to the e-mail address [contratos@panagoracolombia.net](mailto:contratos@panagoracolombia.net) specifying in the subject line "**Preguntas Convocatoria No. FY23-COLMELSA-RFP001-LCSA**" no later than **October 24, 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.

If Panagora amends this RFP due to the Q&A process, we will publish the modification online (<https://panagoragroup.net/procurements/>). Only the responses issued by Panagora from the email [contratos@panagoracolombia.net](mailto:contratos@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 to amend the solicitation by issuing an addendum thereto before the deadline for submitting proposals. 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.

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<sup>2</sup> 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](http://www.SAM.gov) and navigate to the "Entity Management" widget to request a UEI. Further guidance on obtaining a UEI number is available from Panagora upon request.

## **B.9 DRAWING UP PROPOSALS**

### **B.9.1 Costs of Preparing Proposals**

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

### **B.9.2 Language of the proposals**

The proposal and any correspondence and documents 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 at least five (3) 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.

#### **II. The proposal of services**

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

1. **Cover page:** Title, name of the organization that is submitting the proposal, contact person, telephone and fax numbers, address, and e-mail address (not included in the 25-page limit)
2. **Description of services to be provided:** A detailed description of all the services per Section A – Terms of Reference, Services Required (**No more than 20 pages**, not including annexes with graphs, charts, tables, or drawings). Proposals over 20 pages will not be evaluated.
3. **Prior performance:** *The offeror must have at least five (5) years of relevant experience providing services related to the scope presented in 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 currently underway, and provide the client's contact information to review references.



Furnish a description of any publication or report that shows special qualifications and experience of the organization directly related to the provision of the proposed services. The publication of books, articles, brochures, research reports, digital publications, and other materials related to the subject of assessment will be taken into consideration. The prior performance section should **not exceed 5 pages**, not including annexes such as graphs, tables, charts, or drawings.

- 4. Work Team:** The offeror must demonstrate the ability to have a minimum work team comprising 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 include resumes for each proposed person (resumes not included in the page limit).

Title	Name	Principle functions	Dedication	Years of experience
Team Leader				
Gender Public Policy Expert				
Care Economy Expert				
Private sector Expert				
Quantitative specialist				
Qualitative specialist				
Technical writer				

NOTE 1: The positions of Local Field Researchers will not be evaluated in the call for proposals, and the resumes for these positions will be submitted in accordance with the work plan and execution schedule presented by the selected bidder.

### III. The cost proposal

The cost proposal determines which proposals represent the best value and serves as a basis for negotiation before awarding a subcontract. The subcontract price to be awarded will be an all-inclusive fixed price. Therefore, the proponent must include all costs. Nevertheless, bidders must provide a detailed budget showing major line items and a budget narrative for the proposal. Please refer to Attachment 3 for detailed instructions and 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 and any assumptions made by the offeror that had a material effect on the proposed resulting cost.
2. A clear explanation for the basis of each budgeted item.

The selected offeror must complete all work under this subcontract at the specified fixed price within the time indicated. The fixed price includes 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 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). They should provide sufficient detail to demonstrate the reasonableness of costs related to the bidder’s proposed staffing plan to carry out the tasks listed in Section A-Terms of Reference. The bidder’s cost proposals will be evaluated to determine the best value. All budget details must be specified in Colombian Pesos (COP).

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

**FORMAT FOR DETAILED BUDGET PRESENTATION**

Offerors should first read the instructions in the first sheet of Attachment 2 and must complete the English and Spanish detailed budget sheets. For all sections in the budget proposal, the bidder must calculate its costs according to the selected unit of measure and determine the number of units and the unit cost proposed for each unit, including indirect costs and other charges. Panagora Group has established the below payment terms for each of the deliverables listed in Section A.5 Expected deliverables, per the table below. When the Offeror completes the detailed budget sheet, these costs will automatically be calculated in the Attachment 2 summary sheet.

No.	Deliverable	Delivery Date	Value (% of the subcontract value)
1	Work Plan and Study Design	Week 4	20%
2	Submission of ERB Documents	Week 5	20%
3	Exploratory Findings Presentation Question 1 and 2 as part of an event commemorating Women’s History Month.	Week 13	20%
4	Findings, Conclusions, and Recommendations. Final presentation	Week 28	20%
5	Final Study Report with all comments resolved	Week 36	20%

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 following their projected cash flow needs. The Offeror must present this adjusted payment schedule for review and approval by Panagora Group SAS. Each payment percentage can only be adjusted  $\pm$  5 percent from the original payment terms, and the total must equal 100 percent. Advance payments are not allowed.

**THE BIDDER MUST 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 90 days after their submission. Proposals that are valid for a shorter period will be rejected as nonresponsive.

Under special circumstances, before the proposal validity period expires, the contracting entity may request offerors extend the validity period of their proposal. The request and responses to that 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 after the submission deadline 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 without 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 concerning 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 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](mailto:contratos@panagoracolombia.net).

### **B.10.2 Clarifications regarding proposals**

To assist in reviewing, evaluating, comparing, and rating 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 to that 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 fulfills the solicitation's terms, conditions, and specifications without significant deviations, reservations, or omissions. A significant deviation, reservation, or omission is one that:

- Affects substantially 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 according 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 document presented.

The proposal will be rejected if any of the required legal documents are missing.

#### **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 evaluation stage to substantially conform to the requirements requested.

Panagora will use all the methods and criteria defined in this clause and Section C, Evaluation and Rating Criteria to evaluate a proposal. 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 before 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 the expected outcome of an acquisition that, from Panagora's estimation, provides the greatest overall benefit in response to the requirements).

The technical/cost tradeoffs are analyzed 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**

Before 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 notify the other offerors of the solicitation results.

**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 must sign, date, and return them to Panagora.

## **SECTION C – EVALUATION AND RATING CRITERIA**

### **C.1 GENERAL**

For the proposals to be accepted and evaluated, they must be drawn up in keeping with the parameters in Section B – INSTRUCTIONS FOR OFFERORS. They must meet all the requirements in this tender's other sections.

### **C.2 EVALUATION CRITERIA**

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

- a. A technical evaluation committee will rate the technical proposal using the criteria 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 they are complete in 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 estimated budget. Unsuccessful offerors will be notified following 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 the proposals still under consideration to thus determine their technical acceptability. Panagora will bear in mind the evaluation criteria below to determine the technical proposal's acceptability. 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 must 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, and the collection of qualitative information in person. **(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 following the requirements listed in section A.5 “Minimum Personnel Profile for Team” and section B.4 **(20 points)**

Panagora will decide 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 comply with the required performance period, considering 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, 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 discussing some of the proposals is necessary, 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 about 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 needs to be so exhaustively revised that it would give the proposal an unfair advantage compared to more competitive proposals. If there is no 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 subcontracts that stem from this solicitation process to the offeror or offerors whose proposals represent the best value after being evaluated by the factors and subfactors provided for in this solicitation.

#### **C.4 AWARD WITHOUT DISCUSSION**

According 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 to the region where the activities are being implemented.

### **D.2 LOGISTICAL SUPPORT**

The selected offeror 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 made by any 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 indicated in the subcontract annex. 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 completing the deliverables specified in Section A.4 Expected deliverables. Upon achievement of the deliverable, the selected offeror 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 selected offeror 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 selected offeror may not subcontract any of the work in this subcontract to another party.

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

### **D.5 GUARANTEE**

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 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 selected offeror will be responsible, without any additional cost for Panagora, of complying with all laws, codes, and regulations of the Republic of Colombia applicable for subcontract performance. The selected offeror will comply with all departmental ordinances, municipal agreements, and environmental regulations. Concerning environmental issues, the selected offeror will also comply with all requirements of the Colombia MELSA 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 selected offeror is to comply with all applicable legal and/or technical provisions regarding industrial safety pursuant to its contractual obligations and 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 selected offeror will be the sole employer of the workers it hires to perform the work under this subcontract. It is required concerning 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 MELSA activity.

The selected offeror 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 selected offeror must submit to Panagora, whenever it may so request, all documents that demonstrate compliance with all its employment-related legal, statutory, regulatory, and contractual provisions concerning 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, payment receipts of employment, statutory, regulatory, and contractual obligations that are the subcontractor's responsibility.

#### **D.8 LIABILITY OF THE SUBCONTRACTOR**

The selected offeror will be liable for any damage to persons or property due to the subcontractor's negligence. The selected offeror must take all necessary measures to protect the work, staff, and public and private property.

#### **D.9 AUTHORIZED GEOGRAPHIC CODE**

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

Except as may be specifically approved by Panagora, the selected offeror must procure all commodities (e.g., equipment, materials, vehicles, supplies) and services (including commodity transportation services) following 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 selected offeror to refund the entire purchase amount.

#### **D.10 COMPLIANCE WITH APPLICABLE LAWS AND STANDARDS.**

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

The selected offeror 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, the selected offeror 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.

The selected offeror agrees to cooperate in providing any reports, authorizations, or other documentation related to export compliance requested by Panagora. The selected offeror 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 due to the selected offeror's non-compliance with this provision.

USAID is committed to achieving and maintaining a diverse, representative workforce and a workplace free of discrimination. Based on law, Executive Order, and Agency policy, USAID prohibits discrimination in its workplace based on 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. The selected offeror is required to comply with the nondiscrimination requirements of the FAR.

#### **D.11 PERSONNEL COMPENSATION**

Direct compensation of the selected offeror's personnel shall follow the selected offeror's established policies, procedures, and practices, and the cost principles applicable to this subcontract. Suppose the selected offeror hires personnel through a services agreement. In that case, the selected offeror 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 selected offeror by Panagora or USAID must be used only to carry 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 selected offeror 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 selected offeror assumes full responsibility for the safety of its personnel, materials and equipment commensurate with the circumstances involved. All selected offeror employees must meet their worksite's requirements, including background checks, security/restricted area clearance, drug-free workplace, safety training and/or other inspections/requirements.

the selected offeror personnel must follow Panagora's security strategy, security risk mitigation plan, and information systems when implementing work in the field. Before 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 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. Progress reports must be submitted to keep Panagora apprised if this is an ongoing incident.

#### **D. 14 INDEMNITY AND SUBCONTRACTOR WAIVER OF BENEFITS**

- (a) the selected offeror waives any additional benefits and agrees to indemnify and save harmless USAID and Panagora, their officers, directors, agents, and employees from and against any 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 the selected offeror, its employees, officers, directors, agents or its Subcontractors;
  - 2 injury or death to persons, including officers, directors, employees, agents and Subcontractors of the selected offeror, or loss of or damage to property, or fines and penalties which may result, in whole or in part, because 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) The selected offeror shall defend and settle at its sole expense all suits or proceedings arising out of the foregoing, provided that the selected offeror has notice or is given prompt written notice of such claim or suit and, further, that the selected offeror 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 the selected offeror 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 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, the selected offeror 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 can be successfully implemented,

then Subcontractor shall refund to Panagora all monies paid by the selected offeror 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 selected offeror 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 selected offeror is ineligible to receive USAID funding pursuant to U.S. laws and regulations.
- d) The selected offeror 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 selected offeror shall have no right to any further payments following the notice of termination given by Panagora to the selected offeror.

**D.16 COLLECTION OF PERSONAL DATA**

The selected offeror 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**

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

**D.18 ORGANIZATIONAL CONFLICTS OF INTEREST**

It is understood and agreed that some of the work performed under this subcontract may place the selected offeror 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 selected offeror 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 selected offeror is responsible for ensuring all employees and consultants hired by the selected offeror 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 selected offeror 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.

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

##### **(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 selected offeror 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 selected offeror 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 selected offeror.

#### **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 selected offeror 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 selected offeror 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 selected offeror to ensure compliance with these Executive Orders and laws.

The selected offeror (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 selected offeror 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 selected offeror 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) the selected offeror'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 selected offeror 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 selected offeror 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 selected offeror is required to certify their adherence to this regulation through the certification found in Attachment 1.

#### **D.24 COVID-19 CONTINGENCIES**

The selected offeror 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 selected offeror 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 selected offeror 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 selected offeror 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 the selected offeror is recruiting employees in the United States to work on the contract.

**E.4 MODIFICATIONS REQUIRED BY PRIME CONTRACT**

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

**E.5 PROVISIONS INCORPORATED BY REFERENCE**

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

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



	CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT		
<u>52.215-19</u>	NOTIFICATION OF OWNERSHIP CHANGES	(OCT 1997)	
<u>52.217-8</u>	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.)
<u>52.217-9</u>	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.)
<u>52.222-22</u>	PREVIOUS CONTRACTS AND COMPLIANCE REPORT	FEB 1999	Applies if clause 52.222-26 applies.
<u>52.222-50</u>	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.)
<u>52.223-6</u>	DRUG-FREE WORKPLACE	MAY 2001	Applies to all Subcontracts regardless of value or type. (Notes 2 and 4 apply)
<u>52.223-18</u>	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING	AUG 2011	Applies to all subcontracts regardless of value.
<u>52.225-14</u>	INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT	FEB 2000	Applies to all Subcontracts regardless of value or type
<u>52.227-14</u>	RIGHTS IN DATA-GENERAL	(MAY 2014)	
<u>52.228-3</u>	WORKERS' COMPENSATION INSURANCE (DEFENSE BASE ACT)	JUL 2014	Applies to all Subcontracts, regardless of type or value. See also AIDAR 752.228-3.
<u>52.229-6</u>	TAXES – FOREIGN FIXED PRICE CONTRACTS	FEB 2013	Applies to Fixed Price Subcontracts of any value.
<u>52.233-3</u>	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".
<u>52.242-13</u>	BANKRUPTCY	JUL 1995	Notes 1 and 2 apply.
<u>52.243-1</u>	CHANGES-FIXED PRICE (Alt III)	AUG 1987	Applies to Fixed Price Subcontracts of any value.
<u>52.246-4</u>	INSPECTION OF SERVICES – FIXED PRICE	AUG 1996	Applies to Fixed Priced Subcontracts of any value.
<u>52.249-1</u>	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SHORT FORM)	APR 1984	Applies to all Fixed Price Subcontracts.
<u>52.249-8</u>	DEFAULT FIXED PRICE SUPPLY & SERVICE	APR 1984	Applies to all Fixed Price Subcontracts.
<u>52.249-14</u>	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)**

<b>clause Number</b>	<b>Title</b>	<b>Date</b>	<b>Notes and Applicability</b>
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: A systems approach to Caregiving Responsibilities**

*Q1: What are the quantitative patterns and dynamics of gender inequalities in caregiving (paid and unpaid) responsibilities within the selected municipalities, considering intersecting factors such as gender, ethnicity, disability, and age groups? How do these disparities influence the care economy regarding education/training, labor force participation, income generation, paid and unpaid work time, and the provision of care services by the government?*

This question aims to comprehensively analyze existing quantitative data, focusing on multiple datasets such as the National Time Use Survey (ENUT) conducted by the DANE (National Administrative Department of Statistics) under Law 1413 of 2010. This survey is particularly significant as it mandates the creation of a satellite account to measure the contribution of caregiving activities to the Gross Domestic Product (GDP). Examining sociodemographic, labor market, and education trends, this question seeks to estimate the evolving care needs using a regional approach.

In addition to the ENUT, the DANE conducted two other secondary surveys, namely the Labour Market Household Survey (GEIH) and Live Quality Household Survey (ECV), which are related to Labor Markets, Sociodemographic, and living standards, among other important information. These surveys offer valuable insights into the labor market (formal and informal work), including data on remunerated and non-remunerated activities, education levels, and other relevant variables for characterization purposes. By examining the connections between the formal and informal labor market and the care economy, the assessment can gain insights into how these disparities influence various aspects of the care economy, specifically labor force participation, income generation, and the provision of care services by the government (Early Childhood Education and Care, Elderly Care, Assistance to Persons with Disabilities, among others),

### **#2: Private Sector incorporates Care Economy Policies and Practices**

*Q2: How do care-responsive policies and practices implemented by the private sector contribute to their organizational performance and gross profit?*

This question investigates how care-responsive policies and practices implemented by four selected private companies in strategic sectors of the economy contribute to their economic goals and organizational performance. By analyzing specific case studies, the aim is to assess the effects of these initiatives on productivity, job satisfaction, retention rates, and overall performance, highlighting the economic advantages and return on investment for the companies in investing in care-responsive measures. This question will consider the particularities of the four economic sectors and business sizes. The findings will provide insights into the opportunities and challenges to enhance local care systems and contribute to economic growth, aligning with the Mission's private sector engagement goals. In addition, the team will investigate whether the policies applied contribute to promoting men's involvement in caregiving.

This approach involves a combination of quantitative and qualitative methods to gather comprehensive data and provide a holistic understanding of the economic advantages for private companies in





investing in care-responsive measures in the selected companies. Quantitative methods may include employee surveys, where structured questionnaires can collect data on job satisfaction, perceptions of productivity, and the impact of care-responsive initiatives on overall performance. These surveys can employ Likert scale ratings or closed-ended questions for statistical analysis and quantitative comparisons. Additionally, quantitative data can be collected through financial records and performance indicators, such as revenue growth or cost savings, to assess the economic benefits of care-responsive measures.

*Q3: How could women-owned care economy enterprises (MSMEs) contribute to Buenaventura and Medellín's local care systems and economic development?*

This question explores the potential contributions of women-owned care economy enterprises (MSMEs) to local care systems and economic development in the selected municipalities of Buenaventura and Medellín, where the Generating Equity Activity is actively supporting this economic sector. By focusing on two specific enterprises, the research examines how their operations and services can affect the care economy, including domestic work, office cleaning services, and geriatric care. It assesses the potential of these enterprises for job creation, community empowerment, and meeting care needs. The findings will provide valuable insights into the opportunities and challenges these companies face in enhancing local care systems and contributing to economic growth and social well-being, in line with the specific objectives of USAID/Colombia's Generating Equity and Integra Activity, to name a few.

### **#3: Civil Society Strengthening and Advocacy**

*Q4: What challenges and barriers are faced by civil society organizations, including ethnic groups and community organizations, when influencing public policies and shaping local care systems? Including specific recommendations.*

This question research civil society's challenges, including ethnic groups and community organizations, when influencing public policies and shaping local care systems within the selected municipalities. It examines their perspectives and experiences to identify challenges/barriers, such as limited resources and lack of representation. Through an analysis of their initiatives and advocacy efforts, the research aims to generate insights into strategies that enhance their influence on policy development and improve the functioning of local care systems. It provides recommendations for creating enabling environments and collaborative platforms to facilitate civil society participation. The response to this question should include challenges for strengthening or establishing Intersectoral Care Mechanisms to comply with Law 1413 of 2010 in the prioritized municipalities.

### **#4: Local Care Economy Initiatives and Colombia's National Policy**

*Q5: How can recently elected local authorities integrate and assign funding to care economy initiatives responding to the new national policies, the Ministry of Equality, and the Care System? What strategies should they employ to maximize the effect of these efforts within their municipalities?*

This question examines how new local governments (2023 – 2027) can ensure the harmonization of their care economy initiatives with new national policies within the selected municipalities. It assesses the alignment of local development plans with the national care economy framework, considering each



municipality's unique needs and contexts. The study proposes strategies that local governments can employ to maximize the effects of their care economy efforts, including building partnerships, mobilizing resources, and promoting multi-sectoral collaboration. It provides recommendations for effective implementation and coordination with national policies by identifying the incentives.

The team will consider that current local government development plans will be effective until December 31, 2023. Some actions will continue into 2024 while awaiting new plan approval. The study will analyze local policies, accordingly, including a review of candidates' projected government programs. The team will utilize reports from the National Women's Network, supported by Generating Equity, to gather valuable information on candidates running for mayor and governor positions and their proposals related to care.

The question focuses on understanding the motivations that drive the local public sector to work in synergy with national priorities in the care economy. By uncovering these motivations, the study seeks to identify ways to strengthen and align local efforts with national strategies, fostering a more practical approach to addressing care economy challenges.

*Q6: What are the key levers and incentives for collaboration among civil society, the private sector, and the government in the selected municipalities to transform local care systems and promote inclusive caregiving practices?*

This question explores the key levers and incentives for collaboration among civil society, the private sector, and the government in the selected municipalities to transform local care systems and promote inclusive caregiving practices. It identifies obstacles and potential advantages of multi-stakeholder collaboration, providing insights and recommendations for fostering effective collaboration among these stakeholders.

**[END OF REQUEST FOR PROPOSALS NO. FY23-COLMELSA-RFP001-LCSA]**