

REQUEST FOR PROPOSAL (RFP)

- RFP Number:** FY23-LGHS-RFP-002-Website design, development, and maintenance
- Issue Date:** Wednesday, December 14, 2023, at 5 p.m. (US Eastern)
- Proposal Due Date and Time:** Monday, January 15, 2024, at 5 p.m. (US Eastern)
- Questions Due Date:** Wednesday, December 20, 2023, at 5 p.m. (US Eastern)
- Description:** The purpose of this RFP is to identify and engage a service provider to build on an existing project website to further design, develop, and maintain a mobile-first website that meets functional requirements (detailed below), operates in low-bandwidth environments, and aligns with project branding and USAID and federal website requirements. The service provider will co-facilitate a user-centered design process and provide 24-hour ongoing security and back-end maintenance for the term of the contract.
- Based on Geographic Code 937, the procurement is only open to US firms or firms registered in developing countries (see [ADS 310](#) for a full list)
- For:** USAID Localize Global Health Security (LGHS)
- Funded by:** United States Agency for International Development (USAID), Contract No. 7200AA23C00056
- Implemented by:** Panagora Group
- Type of Award:** Deliverables-based fixed price subcontract, unless another contract award type is deemed more appropriate during contract negotiations.
- Period of performance:** February 15, 2024, to August 28, 2027, with one (1) option year from August 29, 2027, to August 28, 2028.
- Point of Contact:** Laura Alexander; lauraalexander@panagoragroup.net

ETHICAL AND BUSINESS CONDUCT REQUIREMENTS

Panagora Group is committed to integrity in procurement, and only selects suppliers based on objective business criteria such as price and merit. Panagora expects suppliers to comply with our standards terms and conditions. Panagora does not tolerate fraud, collusion among offerors, or falsified proposals or bids. Any firm or individual violating these standards will be disqualified from this procurement and barred from future procurement opportunities. In addition, Panagora will inform USAID of any supplier offers of money, commissions, or gifts to obtain business. Employees and agents of Panagora are strictly prohibited from asking for or accepting any money, fee, commission, credit, gift, gratuity, or object of value from current or potential vendors or suppliers in exchange for or as a reward for business. Offerors responding to this RFP must disclose and include the following information as part of the proposal submission:

- Close, familial, or financial relationships with Panagora Group or activity staff. For example, if an offeror's cousin is employed by the activity, the offeror must state this.

- Disclose any family or financial relationship with other offerors submitting proposals. For example, if the offeror's father owns a company that is submitting another proposal, the offeror must state this.
- Certify that the prices in the proposal have been arrived at independently, without any consultation, communication, or agreement with any other offeror or competitor for the purpose of restricting competition.
- Certify that all information in the proposal and all supporting documentation are authentic and accurate.
- Certify understanding and agreement to NAME OF SUBCONTRACTOR' prohibitions against fraud, bribery and kickbacks.

Please contact Operations@panagoragroup.net with any questions or concerns regarding the above information or to report any potential violations.

SECTION 1: GENERAL INSTRUCTIONS TO OFFERORS

Offerors are responsible for ensuring that their offers are received by Panagora Group in accordance with the instructions, terms, and conditions described in this RFP. Failure to adhere with the instructions described in this RFP may lead to disqualification of a proposal from consideration. Panagora will evaluate proposals according to the evaluation criteria outlined below, in which cost is a factor.

1. **Introduction:** Panagora Group, a woman- and employee-owned social enterprise, is looking for a web developer with whom to collaborate to build an exciting new website for a first-time, groundbreaking global health project. As an implementing partner with the United States Agency for International Development (USAID), we are launching this new project in countries across Africa, Asia and Latin America to collaborate with local partners and local health systems at a subnational level to prevent, detect, and respond early to infectious disease outbreaks and thereby reduce health security threats at the local, national and global levels.

The project, named the USAID Localize Global Health Security (LGHS), has three major objectives. One of them is to expand the global knowledge base of approaches and best practices for local entities conducting global health security (GHS) interventions. Panagora will create a global LGHS website to help achieve this objective. The website will serve as a Collaboration and Learning Hub for LGHS grantees (the website will interface with a third-party grants management system) and others to obtain GHS information, network, and share experience. It will play a critical role in connecting GHS practitioners around the world and advancing USAID's thought leadership in GHS and localization.

To respond quickly to project requirements, we are setting up an initial website on Squarespace that will have basic project and contact information.

The purpose of this RFP is to select a vendor to take that initial website (with the opportunity to migrate to a different platform) and further design, develop, and maintain a phase II site that will be fully fleshed out with resources, integration with a grants management system, social media, and other elements and functionality (see below) for the LGHS project in collaboration with Panagora Group.

2. **Proposal Deadline and Protocol:** Offers must be received no later than the date and time on specified on Page 1 of the RFP, by email to the Point of Contact, also listed on Page 1 of the RFP. Please reference the RFP number in any response to this RFP. Offers received after the

specified time and date will be considered late and will be considered only at Panagora's discretion. Panagora Group may cancel this RFP at any time.

All proposals must have a validity of at least 90 days. The procurement is only open to qualified firms under Geographic Code 937 (see Section 1.8 for details).

If there are significant deficiencies regarding responsiveness to the requirements of this RFP, any proposal may be deemed "non-responsive" and thereby disqualified from consideration. Panagora Group reserves the right to waive immaterial deficiencies at its discretion.

In submitting a response to this RFP, the offeror understands that USAID is not a party to this solicitation and the offeror agrees that any protest hereunder must be presented—in writing with full explanations—to the LGHS project for consideration, as USAID will not consider protests regarding procurements carried out by implementing partners. Panagora Group, at its sole discretion, will make a final decision on the protest for this procurement.

3. **Questions:** Questions regarding the technical or administrative requirements of this RFP may be submitted no later than date and time specified on Page 1 of the RFP, by email to the Point of Contract, also listed on Page 1 of the RFP. Questions must be submitted in writing; phone calls will not be accepted. Questions and requests for clarification—and the responses thereto—that Panagora believes may be of interest to other offerors will be circulated to all RFP recipients who have indicated an interest in bidding.

Only the written answers issued by Panagora Group will be considered official and carry weight in the RFP process and subsequent evaluation. Any verbal information received from Panagora Group employees, or any other entity should not be considered as an official response to any questions regarding this RFP.

4. **Specifications:** Technical specifications of the required products and/or services are found in Section 3 of the RFP.
5. **Proposals:** Offers should be on their company letterhead or within their company proposal formats. Pricing must be presented in US Dollars. Offers must remain valid for not less than ninety (90) calendar days after the proposal deadline. See below for more proposal submission, evaluation, and award requirements.
6. **Submission, Evaluation, and Award:** It is anticipated that a deliverables-based, fixed price award will be made to one responsible Offeror whose proposal follows the RFP instructions, meets the eligibility requirements, and is determined via a trade-off analysis to be the best value and most advantageous approach.

A. Pre-Qualification Criteria (Step 1)

The submission of all required documents outlined in Section 2 of this RFP will form the basis of pre-qualification criteria. Failure to provide the required documents may deem a proposal as "non-responsive" and may disqualify the proposal from consideration.

B. Technical Evaluation of Proposals (Step 2)

The proposal will be considered for review only if it meets all the above pre-qualification criteria. If, during this evaluation process, Panagora determines that particular qualification

criteria may be modified or waived and still allow Panagora to obtain services that substantially meet the intent of this RFP, the mandatory requirement will be modified or waived for all Offerors, and all proposals will be re-evaluated considering the change. After evaluating the proposals according to the cited criteria, the award will be made based on the best value to Panagora.

Panagora will evaluate Offerors’ proposals on their responsiveness to the technical specifications (scope of work) in Section 3 of the RFP and the evaluation criteria below.

Panagora Group, at its discretion, may enter negotiations with one or more Offeror(s) to discuss improvements in the proposals and cost clarifications or reductions. Upon successful negotiation with the Offeror, the Offeror should submit a best-proposal quotations.

No.	Technical Evaluation (Step 2) Criteria
<p>1.</p>	<p>Technical Requirements</p> <ul style="list-style-type: none"> • Coordination with LGHS team. • Website development approach with advantageous project timeline. • (Co-)facilitation of a user-centered design process to validate user group priorities. • Design and creative product development (graphics) that meet branding requirements. • Integration of website with third-party grants management system (TBD) and other integrations. • Proven experience in design and development of easy to navigate, visually appealing website accessible on all devices. • Search engine optimization approach. • Ability to meet functional requirements (Section 3). • Preferred: Experience designing, developing, and/or maintaining USG-funded websites. <p>Scoring:</p> <ul style="list-style-type: none"> • Poor: Little or no experience in meeting technical requirements; unclear approach and/or workplan. • Satisfactory: Adequate experience to meet some technical requirements; general approaches relevant to the assignment; clear workplan. • Good: Well experienced to meet all/some technical requirements; capable in-house team; strong approach with timely workplan. • Very Good: Outstanding experience to meet all technical requirements; proven or creative examples provided; full-service team available; advantageous approach and workplan.
<p>2.</p>	<p>Cost (in USD)</p> <ul style="list-style-type: none"> • Deliverables-based cost proposal based on scope of work and project timeline. • Costs are reasonable and realistic to support the scope of work.

No.	Technical Evaluation (Step 2) Criteria
	<ul style="list-style-type: none"> • Rates are aligned with market rates. <p>Scoring:</p> <ul style="list-style-type: none"> • Poor: Budget does not meet technical requirements or project timeline. • Satisfactory: Budget has a structure but understanding of full scope of work is not evident; costs may not be reasonable or realistic. • Good: Budget has a structure and shows understanding of scope of work; costs are reasonable and realistic. • Very Good: Budget has structure and services are clearly defined; budget shows clear understanding of full scope of work and may show additional innovations or insights into the approach; costs are reasonable and realistic and offer best value to Panagora.

Award will be made based on the best value to Panagora. Panagora reserves the right to determine the proposal that best meets its needs. The contract awarded for this RFP is neither exclusive nor mandatory.

C. Presentations (Potential Step 3)

Panagora reserves the right to request in-person or online presentations from Offerors to further short-list and select the final awardee. After receiving the request and invitation, Offerors will be given at least one week to prepare their presentations. Presentations will be limited to no more than 10 slides and 20 minutes, with up to 30 minutes for a question-and-answer period. Outlines and evaluation criteria for presentations will be clarified in the invitation. Estimated dates for presentations for this RFP: **on/about January 22, 2024.**

7. **Duty Station:** The location for service delivery described in this RFP is the United States.

8. **Source/Nationality/Manufacture:** All goods and services offered in response to this RFP or supplied under any resulting award must meet **USAID Geographic Code 937** in accordance with the United States Code of Federal Regulations (CFR), [22 CFR §228](#). Geographic Code allows sourcing from US firms or firms based in developing countries (see [ADS 310](#) for full list). Offerors may not propose or supply any commodities or services that are manufactured or assembled in, shipped from, transported through, or otherwise involving any of the following countries: Belarus, Burma, China, Cuba, Iran, North Korea, Syria, Venezuela.

The U.S. Government prohibits any subcontractor from procuring or obtaining, or extending or renewing a contract to procure or obtain, any [equipment](#), system, or service from the following:

- Telecommunications [equipment](#) produced by Huawei Technologies Company or ZTE

- Corporation (or any [subsidiary](#) or affiliate of such entities);
- For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications [equipment](#) produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any [subsidiary](#) or affiliate of such entities)

(Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or [Equipment](#) (FAR 52,204-25) (November 2021). Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 ([Pub. L. 115-232](#)))

9. **Warranties, Representations, Assurances, and Insurance:** The Offeror warrants, represents and assures it is validly incorporated, organization and subsisting in accordance with the laws of its place of its incorporation, the performance of under any resulting agreement will not constitute a breach of law or obligation applicable to it, and it has and will continue to hold all necessary regulatory approvals to perform the services offered. The Offeror will provide supporting documentation upon request.

The Offeror assures that it has those insurance policies which is legally required to maintain in the jurisdictions in which it is operating and will maintain them. The Offeror will provide supporting documentation upon request.

The Offeror assures that it has the necessary policies and procedures in place to ensure confidentiality and protect personal data in accordance with the laws of the jurisdictions in which it is operating. The Offeror will provide supporting documentation upon request.

10. **Taxes and VAT:** The agreement under which this procurement is financed does not permit the financing or payment of any taxes, VAT, tariffs, duties, or other levies imposed by any laws in effect in the United States or other USAID cooperating country.
11. **UEI Number:** Companies or organizations, whether for-profit or non-profit, shall be requested to provide a UEI number if selected to receive an award in response to this RFP valued greater than or equal to USD\$30,000 (or equivalent in other currency). If the Offeror does not have a UEI number and is unable to obtain one before proposal submission deadline, Offeror shall include a 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. Contact Dun & Bradstreet through this webform to obtain a number: <https://sam.gov/content/duns-uei>. Further guidance on obtaining a UEI number is available from Panagora Group upon request.
12. **Eligibility:** By submitting a proposal in response to this RFP, the Offeror certifies that it and its principal officers are not debarred, suspended, or otherwise considered ineligible for an award financed by the U.S. Government. Panagora Group will not award a contract to any firm that is debarred, suspended, or considered to be ineligible by the U.S. Government.

13. **Terms and Conditions:** This is a Request for Proposals only. Issuance of this RFP does not in any way obligate Panagora Group, the LGHS project, or USAID to make an award or pay for costs incurred by potential vendors in the preparation and submission of a quotation.

This solicitation is subject to Panagora Group's standard terms and conditions. Any resultant award will be governed by these terms and conditions; a copy of the full terms and conditions is available upon request. Please note the following terms and conditions will apply:

- (a) Panagora Groups' standard payment terms are net 30 days after receipt and acceptance of any commodities or deliverables. Payment will only be issued to the entity submitting the proposal in response to this RFP and identified in the resulting award; payment will not be issued to a third party.
- (b) Any award resulting from this RFP will likely be a deliverables-based, firm fixed price agreement, unless another contracting mechanism is deemed more appropriate.
- (c) No commodities or services may be supplied that are manufactured or assembled in, shipped from, transported through, or otherwise involving any of the following countries: Belarus, Burma, China, Cuba, Iran, North Korea, Syria, Venezuela.
- (d) United States law prohibits transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. The supplier under any award resulting from this RFP must ensure compliance with these laws.
- (e) The title to any goods supplied under any award resulting from this RFP shall pass to Panagora Group following delivery and acceptance of the goods by Panagora Group. Risk of loss, injury, or destruction of the goods shall be borne by the offeror until title passes to Panagora Group.

SECTION 2: PROPOSAL CHECKLIST

To assist offerors in preparation of proposals, the following checklist summarizes the documentation to include in a proposal in response to this RFP. For submission, offerors should number attachments as follows.

1. The Offeror shall submit a copy of a resolution from the company, which authorizes the signer to sign the offer cover letter on behalf of the company.
2. The Offeror shall provide proof of business registration for Geographic code 937 (see Section 1.8 for details).
3. Utilizing the cover letter provided in Annex 1, the Offeror shall provide a commitment letter confirming availability to start work immediately after the contract award if executed.
4. The Offeror must complete Certification Regarding Trafficking In Persons Compliance Plan in Annex 3.
5. The Offeror must complete and sign section 889 Telecommunications and Video Surveillance Equipment and Services form in Annex 4.
6. Technical Proposal (See Section 3 for Technical Requirements and Section 1.6 for Evaluation Criteria).
 - a. As part of its technical proposal, each offeror is expected to provide a list of qualified staff available to support a potential contract. The staff levels presented in a proposal in response to this RFP must be upheld during contract performance.
7. If the offeror has an appropriate contractual template for the job at hand, please include it as part of the proposal.

SECTION 3: SPECIFICATIONS AND TECHNICAL REQUIREMENTS (SCOPE OF WORK)

1. Objective

The purpose of this RFP is to select a vendor to take our initial Squarespace website as a base and further design, develop, and maintain a phase II site that will be fully fleshed out with resources, integration with a grants management system, and other elements and functionality (see below) for the LGHS project in collaboration with Panagora Group.

The project, aptly named the USAID Localize Global Health Security (LGHS), has three major objectives. One of them is to expand the global knowledge base of approaches and best practices for local entities conducting global health security (GHS) interventions and Panagora will create a global LGHS website to help achieve this objective. The website will serve as a Collaboration and Learning Hub for LGHS grantees (the website will interface with a third-party grants management system) and others to obtain GHS information, network, and share experience. It will play a critical role in connecting GHS practitioners around the world and advancing USAID's thought leadership in Global Health Security and localization.

Panagora is looking for a partner who understands USG website requirements, knows how to make websites engaging and accessible to a truly worldwide audience, wants to collaborate with Panagora to deliver an exceptional website, and can efficiently manage the development and maintenance process to maximize the impact of taxpayer dollars.

2. Description and Purpose

Coordinating with LGHS team, the contractor will take over management of an existing basic website (Squarespace-based) and further develop/refresh/redesign as needed to produce a final LGHS website. The website may continue in Squarespace or be migrated to WordPress or Drupal. The final website will serve as a Collaboration and Learning Hub for LGHS grantees (the website will interface with a third-party grants management system) and others to obtain GHS information, network, and share experience. The website will contain searchable and downloadable materials, such as grant guidance, technical information, and training materials to help strengthen capacity and share best practices. It also will serve as an archive for promotional and learning materials, such as success stories and newsletters.

The LGHS website will have a wide range of users across the globe. User groups will be validated as part of the website development process, which may be co-facilitated by the vendor. Users will expect a site that is easy to navigate, visually appealing, accessible on all devices, and adheres to compliance requirements and best practices for federal government websites. It is anticipated that the vendor will provide a Squarespace-, Drupal- or Wordpress-based website design, with content easily read on smart phones and viewable in low-bandwidth environments, and compliant with 508 and USAID's digital security requirements. The LGHS Website will have a portal linking to an access-controlled (and probably third-party) grants management system.

The website will be launched by the end of September 2024. The website will be active until at least September 2028, possibly longer.

3. LGHS Website Users

The LGHS website will have a wide range of users across the globe. They will expect a site that is easy to navigate, visually appealing, accessible on all devices, and adheres to compliance requirements and best practices for federal government websites. The following user groups and requirements will be validated as part of the website development process.

User Group	Composition	Priorities
Local organizations in LGHS countries	<ul style="list-style-type: none"> • LGHS grant applicants and recipients • Local capacity strengthening service providers • Local health entities 	<ul style="list-style-type: none"> • Mobile-first design that prioritizes accessibility on mobile devices • Information in local languages • Searchable, tools, best practices, and technical resources for GHS and organizational capacity strengthening (OCS) • Easy and reliable access to GrantsAgora • Linkages to networking platforms • All website features function in low-bandwidth environments
International organizations	<ul style="list-style-type: none"> • INGOs and donor organizations • USAID/Washington and Missions 	<ul style="list-style-type: none"> • Impressive visuals, storytelling, and data • Searchable, tools, best practices, and technical resources for GHS and OCS • Easy and reliable access to GrantsAgora • Compliance with accessibility and data protection standards

4. Design Requirements

The LGHS website design will be consistent with USAID and LGHS’s branding guidelines to ensure visual and style continuity between the site and other project deliverables. It will also comply with all USAID requirements and guidelines for websites. Panagora will provide all written content, and specific design requirements include:

- b) User-centered design and design process (co-facilitating with the LGHS team and working directly with LGHS stakeholders).
- c) Mobile-first design that prioritizes accessibility on mobile devices.
- d) Modern, attractive design that highlights visual storytelling and data visualization.
- e) Easy-to-understand menu items and architecture.
- f) Design for search-engine optimization.
- g) Graphic design development for look and feel that aligns with USAID branding (<https://www.usaid.gov/branding>).

5. Functional Requirements

Functional requirements for the LGHS website will be validated through a participatory design process. We anticipate requirements may include:

- Entire site searchable by keywords populating in-site search results only.

- Tagging features that allow for filtered searches of specific content (i.e. grantee profiles page that can be filtered by users to search by county and sector).
- Resource library navigated by multiple categories of themes/tags and searchable by keywords.
- Compliance with USAID and federal government website requirements, including accessibility/section 508 and data security requirements ([summary here](#)).
- Integration with social media channels.
- Integration with a third-party cloud-based grants management system (TBD).
- Integration with other applications, such as Google Workspace and CRM tools, depending on needs determined in the design process.
- Entire site functions well in low-bandwidth environments (rural areas in developing countries).
- Automated translation into multiple languages (see example here: <https://agrilinks.org/>).
- Content and resources can be easily added, removed, and changed by Panagora staff.
- Newsletter/ mailing list subscribe feature.
- Searchable events and calendar.
- Interactive map feature that allows users to click on countries and see grantee profiles in those countries.
- Easy data analysis of web statistics, including the geographic location of visitors, most popular pages, times spent on pages, source of 'hits from outside sources, etc.
- Other functional requirements as determined in the design process.

6. Implementation Requirements

Panagora is looking for a partner that will support the design, development, and maintenance of the LGHS website. Implementation requirements include:

- Close coordination with Panagora's communications team and LGHS staff on all aspects of the website project.
- Facilitation of user-centered design processes.
- Provide complete project documentation, including site architecture, style sheets, source code, and assets which could be used by another web design professional to interpret and further develop the website as needed.
- Benchmarking and testing of SEO performance and registration with major search engines.
- 24-hour ongoing security and back-end maintenance, including software and security protocol updates, cleaning hacked pages, routine security assessments, identifying and resolving website or search engine downtime, and backup services.
- Applicable requirements:
 - The Contractor must comply with USAID branding and marking requirements comprised of the USAID logo and brandmark with the tagline "from the American people," located on the USAID Website at www.usaid.gov/branding, and USAID Graphics Standards manual at <http://www.usaid.gov>.

- The Web site must be marked on the index page of the site and every major entry point to the Web site with a disclaimer that states: "The information provided on this Web site is not official U.S. Government information and does not represent the views or positions of the U.S. Agency for International Development or the U.S. Government."
- The Web site must provide persons with disabilities access to information that is comparable to the access available to others. As such, all site content must be compliant with the requirements of the Section 508 amendments to the Rehabilitation Act.
- The Contractor must identify and provide Panagora in writing, the contact information for the information security point of contact. The Contractor is responsible for updating the contact information whenever there is a change in personnel assigned to this role.
- The Contractor must provide adequate protection from unauthorized access, alteration, disclosure, or misuse of information processed, stored, or transmitted on the Web sites. To minimize security risks and ensure the integrity and availability of information, the Contractor must use sound: system/software management; engineering and development; and secure-coding practices consistent with USAID standards and information security best practices. Rigorous security safeguards, including but not limited to, virus protection; network intrusion detection and prevention programs; and vulnerability management systems must be implemented, and critical security issues must be resolved as quickly as possible or within 30 days.
- The Contractor must conduct periodic vulnerability scans, mitigate all security risks identified during such scans, and report subsequent remediation actions to Panagora within 15 workdays from the date vulnerabilities are identified. The report must include disclosure of the tools used to conduct the scans. The Contractor will be responsible for taking the necessary remediation action and reporting to Panagora as specified above.
- For general information, agency graphics, metadata, privacy policy, and Section 508 compliance requirements, refer to <http://www.usaid.gov>.
- Website close out when needed.

7. Website Architecture Mockups

PHASE 1 WEBSITE LAYOUT MOCKUP

The Phase 1 website layout mockup features the USAID logo and tagline 'FROM THE AMERICAN PEOPLE' on the left, with the text 'Localize Global Health Security (LGHS)' below it. A navigation bar contains 'About', 'Grants Program' (with a dropdown arrow), 'Resources', and 'Contact'. Two stars are in the top right corner. The main content area is split into two columns: a large white box on the left labeled 'Photo with brief summary of project' and a blue box on the right labeled 'Pullout feature text on the grants program'. A red note at the bottom states: 'For Phase 1, there would be very limited "below the fold" content'.

PHASE 2 WEBSITE LAYOUT MOCKUP

The Phase 2 website layout mockup includes the USAID logo and tagline 'FROM THE AMERICAN PEOPLE' on the left, with 'Localize Global Health Security (LGHS)' below it. The navigation bar includes 'About' (with a dropdown arrow), 'Grants Program' (with a dropdown arrow), 'Resources' (with a dropdown arrow), and 'Contact'. It also features a search icon, a 'GrantsAgora Login' button, and social media icons for Facebook and LinkedIn. The main content area is split into two columns: a large white box on the left labeled 'Slider that would include the following rotating slides:' followed by a bulleted list: 'Featured Grantee profile', 'Grants program summary', 'LGHS overview', 'Map of grantee work', and 'Knowledge Bite pulling out key best practice/resource'; and a blue box on the right labeled 'Join LGHS!' with the text 'Create a profile to post content, access special resources, and apply for and track grants, and more!' and a 'Join now!' button. A red note at the bottom states: 'Content "below the fold" can include stories, profiles, news, etc. -- this depends on LGHS staff capacity'.

PHASE 2 WEBSITE LAYOUT MOCKUP – DROPDOWN OVERLAY

The mockup shows the top navigation area of the USAID LGHS website. On the left is the USAID logo with the tagline 'FROM THE AMERICAN PEOPLE' and the mission 'Localize Global Health Security (LGHS)'. On the right are search and login options, and social media icons for Facebook and LinkedIn. A navigation bar contains four main menu items: 'About', 'Grants Program', 'Resources', and 'Contact'. A dropdown overlay is shown over the 'Grants Program' menu, listing 'Grants process' and 'Apply & track grants'. Another dropdown is shown over the 'Resources' menu, listing 'Best practices' and 'OCS resources'. Below the navigation, a slider area is outlined, containing a list of rotating slides: 'Featured Grantee profile', 'Grants program summary', 'LGHS overview', 'Map of grantee work', and 'Knowledge Bite pulling out key best practice/resource'. To the right of the slider is a blue call-to-action box with the text 'Join LGHS!', 'Create a profile to post content, access special resources, and apply for and track grants, and more!', and a 'Join now!' button.

USAID
FROM THE AMERICAN PEOPLE
Localize Global Health Security (LGHS)

GrantsAgora Login

About ▾ Grants Program ▾ Resources ▾ Contact

LGHS Grants process Best practices
Grantee work Apply & track grants OCS resources

Join LGHS!

Create a profile to post content, access special resources, and apply for and track grants, and more!

Join now!

Slider that would include the following rotating slides:

- Featured Grantee profile
- Grants program summary
- LGHS overview
- Map of grantee work
- Knowledge Bite pulling out key best practice/resource

SECTION 4: DECISION AND NOTIFICATION

The Offerors must submit their proposal in response to this RFP no later than the date and time specified on Page 1 of the RFP, by email to Point of Contact email address. Please reference the RFP number in any response to this RFP. Offers received after the specified time and date will be considered late and will be considered only at Panagora's discretion.

1. Confidentiality

Information regarding review, evaluation, comparison, and subsequent rating of the proposal and the recommendation for awarding the contract will not be revealed to offerors or other persons who have no official involvement in said process.

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

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

2. Clarifications regarding proposals

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

3. Conformance of proposals

Panagora Group's determination of the responsiveness of a proposal will be based on the proposal itself. A substantially responsive proposal is one that fulfills the terms, conditions, and specifications of the solicitation without significant deviations, reservations, or omissions. A significant deviation, reservation, or omission is one that:

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

4. Preliminary review of proposals

Panagora will review the proposal to confirm that all the documents that comprise the proposal (the legal documents and the proposal) have been submitted. It will likewise review the legal documents to determine the integrity of each of the documents presented. If any of the legal documents required are missing, the proposal will be rejected.

5. Review of the terms and conditions

Panagora will review the proposal to confirm that the offeror has accepted all the terms and conditions specified in the RFP without any deviations or reservations. Once the terms and conditions have been reviewed, if Panagora determines that the proposal does not substantially conform to the requirements, said proposal will be rejected.

6. Evaluation of proposals

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

To evaluate a proposal, Panagora will use all the methods and criteria defined in this RFP. No other criteria or methodology will be allowed. Panagora will evaluate the technical aspects of the items included in the proposal in keeping with this RFP.

7. Cancellation of the solicitation

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

8. Award criteria

One proposal that meets the evaluation criteria may be awarded with an deliverables-based firm fixed price contract by the USAID LGHS Activity.

9. Notification

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

10. Contract signing

Immediately following the notification, Panagora will send any successful offeror the contractual documents. Within three (03) days of receiving said contract documents, the winning offeror is to sign, date, and return them to Panagora.

SECTION 5: ANNEXES

Annex 1 - Proposal Cover Letter

The following cover letter must be placed on letterhead and completed/signed/stamped by a representative authorized to sign on behalf of the offeror:

Localize Global Health Security
Panagora Group
8601 Georgia Ave Suite 805
Silver Spring, MD 20910, USA

Reference: FY23-LGHS-RFP-002-Website Design, Development, and Maintenance

To Whom It May Concern:

We, the undersigned, hereby provide the attached proposal to provide website development and maintenance services required to complete the activities and requirements as described in the above-referenced RFP. Please find our proposal attached.

We hereby acknowledge and agree to all terms, conditions, special provisions, and instructions included in the above-referenced RFP. We further certify that the below-named firm—as well as the firm’s principal officers and all services offered in response to this RFP—are eligible to participate in this procurement under the terms of this solicitation and under USAID regulations.

Furthermore, we hereby certify that, to the best of our knowledge and belief:

- We have no close, familial, or financial relationships with any Panagora Group or the LGHS project staff members.
- We have no close, familial, or financial relationships with any other offerors submitting proposals in response to the above-referenced RFP; and
- The prices in our proposal have been arrived at independently, without any consultation, communication, or agreement with any other offeror or competitor for the purpose of restricting competition.
- All information in our proposal and all supporting documentation is authentic and accurate.
- We understand and agree to Panagora Group’ prohibitions against fraud, bribery, and kickbacks.

We hereby certify that the enclosed representations, certifications, and other statements are accurate, current, and complete.

Authorized Signature: _____ Date: _____

Name and Title of Signatory Company Name:

Company _____ Address:

Company Telephone _____ and Website: _____

Company Registration or Taxpayer ID Number: _____

Company UEI Number: _____

Does the company have an active bank account (Yes/No)? _____

Official name associated with bank account (for payment): _____

Annex 2 - Standard Purchase Order Terms and Conditions

- I. **DEFINITIONS:** The following definitions apply to this Purchase Order, and any related correspondence:
- a. “Commodity” means any material, article, supply, good, or equipment provided under this order.
 - b. “Cooperating Country” means the country where the Purchase is executed.
 - c. “Geographic Code” means the country(ies) or area(s) assigned by USAID to a certain three digit code, as defined in the following section of the United States Code of Federal Regulations (CFR): [22 CFR §228](#).
 - d. “Origin” means the country where a commodity is mined, grown or produced. A commodity is produced when, through manufacturing, processing, or substantial and major assembling of components, a commercially recognized new commodity results that is significantly different in basic characteristics or in purpose of utility from its components.
 - e. “Source” means the country from which a commodity is shipped to the Cooperating Country, or the Cooperating Country if the commodity is located therein at the time of the purchase.
 - f. “Supplier” means the vendor (identified on the cover page) supplying the commodities and/or services under this Purchase Order.
 - g. “US” or “United States” means the United States of America, including any State(s) of the United States, the District of Columbia, and areas of U.S.-associated sovereignty, including commonwealths, territories and possessions.
 - h. “USAID” or “AID” means the United States Agency for International Development.
- II. **CONTRACT:** This Purchase Order, when properly completed and signed, is the only form which will be recognized by Panagora Group and will constitute the fixed-price subcontract. No terms stated by the Supplier in accepting or acknowledging this order shall be binding on Panagora Group unless accepted in writing by Panagora Group. The Purchase Order may not be assigned or delegated, in whole or in part, by the Supplier without the written consent of Panagora Group; absent such written consent, any assignment is void.
- III. **PAYMENT:** Payment will be made in U.S. dollars or the currency of the Cooperating Country (as applicable) in accordance with the price terms described in the Purchase Order document upon presentation of required documentation and Panagora Group’ inspection of delivered commodities and services. Required documentation includes (1) an original electronic invoice from the Supplier and (2) Panagora Group confirmation that commodities were delivered as ordered and in good condition and in compliance with Purchase Order specifications, terms, and conditions. The payment will be executed **30 (thirty)** days after approval of the required documentation.
- IV. **TAXES:** The agreement under which this transaction is financed does **not** permit the use of USAID funds to finance any taxes, tariffs, duties, or other levies imposed by any laws in effect in the Cooperating Country. No such taxes, charges, tariffs, duties or levies will be paid under this order.

V. **ELIGIBILITY OF COMMODITIES AND SUPPLIERS:** The Supplier shall adhere to the following in carrying out this Purchase Order:

- a. All commodities must be new unless otherwise authorized in writing by Panagora Group.
- b. The required source and origin for the commodities under this order must comply with USAID Geographic Code 937 in accordance with [22 CFR §228](#) unless otherwise indicated in writing by Panagora Group.
- c. No commodities made in—or containing a component made in—Cuba, Iran, Iraq, Laos, Libya, North Korea, or Syria may be supplied.
- d. The Supplier must be a citizen or legal resident of, or a corporation, partnership, joint venture, or unincorporated association organized under the laws of the Cooperating Country or a country in USAID Geographic Code 937.
- e. No commodities shall be eligible for payment under this order if provided by a Supplier included on any list of suspended, debarred, or ineligible bidders used by USAID or the United States Government.
- f. Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits Panagora and its subcontractors and vendors from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service from the following:
 - (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
 - (2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);(Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (FAR 52,204-25) (November 2021).
- g. FAR 52.204-27 prohibits the use of ByteDance Covered Application Tik Tok
 - (a) *Definitions.* As used in this clause—

Covered application means the social networking service TikTok or any successor application or service developed or provided by ByteDance Limited or an entity owned by ByteDance Limited.

Information technology, as defined in 40 U.S.C. 11101(6)—

 - (1) Means any equipment or interconnected system or subsystem of equipment, used in the automatic acquisition, storage, analysis, evaluation, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information by the executive agency, if the equipment is used by the executive agency directly or is used by a contractor under a contract with the executive agency that requires the use—
 - (i) Of that equipment; or

(ii) Of that equipment to a significant extent in the performance of a service or the furnishing of a product;

(2) Includes computers, ancillary equipment (including imaging peripherals, input, output, and storage devices necessary for security and surveillance), peripheral equipment designed to be controlled by the central processing unit of a computer, software, firmware and similar procedures, services (including support services), and related resources; but

(3) Does not include any equipment acquired by a Federal contractor incidental to a Federal contract.

(b) *Prohibition.* Section 102 of Division R of the Consolidated Appropriations Act, 2023 (Pub. L. 117-328), the No TikTok on Government Devices Act, and its implementing guidance under Office of Management and Budget (OMB) Memorandum M-23-13, dated February 27, 2023, "No TikTok on Government Devices" Implementation Guidance, collectively prohibit the presence or use of a covered application on executive agency information technology, including certain equipment used by Federal contractors. The Contractor is prohibited from having or using a covered application on any information technology owned or managed by the Government, or on any information technology used or provided by the Contractor under this contract, including equipment provided by the Contractor's employees; however, this prohibition does not apply if the Contracting Officer provides written notification to the Contractor that an exception has been granted in accordance with OMB Memorandum M-23-13.

VI. **ELIGIBILITY OF TRANSPORTATION SERVICES:** Ocean and air shipments must be made on carriers and vessels under flag registry of the United States. If such vessels are not available, the Supplier shall notify Panagora Group to request further instructions.

VII. **WARRANTY:** All equipment supplied under this order must be covered by the manufacturer's standard warranty which shall, at a minimum, protect Panagora Group from any loss due to defective workmanship, material, and parts, for **36 (thirty-six) months** (unless otherwise stated on the Purchase Order document) after the equipment is delivered to Panagora Group. In the event that the warranty is breached, Panagora Group may require, and the Supplier is bound, to remedy all defects and faults, including both workmanship and materials within a reasonable time of notification. The Supplier shall be responsible for all necessary transportation charges required to ship the defective commodities to the manufacturer and return to the Supplier. In the event of the Supplier's refusal, failure, or inability to remedy such discrepancies within a reasonable time of notification, Panagora Group may remedy such defects on its own and claim the reasonable cost of such remedial action from the Supplier.

VIII. **PACKING LISTS:** The contents of each box in any shipments delivered under this Purchase Order shall be clearly labeled with the corresponding part number and line item number from the Purchase Order. A complete itemized packing list shall be carried in a clearly marked "packing list" envelope affixed to the outside of each box or shipping container used to deliver the goods. Each packing list must show complete narrative descriptions of the goods, all applicable parts/catalog numbers, and other relevant information.

XI. **INSPECTION AND ACCEPTANCE:** Panagora Group reserves the right to inspect or test any commodities delivered by the Supplier as a result of this Purchase Order. Panagora Group may require repair or replacement of nonconforming commodities or re-performance of nonconforming services at no increase in Purchase Order price. If repair/replacement or re-performance will not correct the defects or is not possible, Panagora Group may seek an equitable price reduction or adequate consideration for acceptance of nonconforming commodities or services. Panagora Group must exercise its post-acceptance rights within a reasonable time after the defect was discovered or should have been discovered.

X. **CHANGES:** Panagora Group may at any time, by written order, and without notice to the sureties, make changes within the general scope of this Purchase Order. If any such changes cause an increase or decrease in the cost, or the time required for the performance, of any part of the work under this Purchase Order, an equitable adjustment shall be made in the Purchase Order price or delivery schedule, or both, and the Purchase Order shall be modified in writing accordingly. Any claim by the Supplier for adjustment under this Purchase Order must be asserted within thirty (30) days from the date of receipt by the Supplier of the modification or change.

XI. **GOVERNING LAW AND RESOLUTION OF DISPUTES:**

- (A) *Governing Law.* This Purchase Order, including any disputes related thereto, shall be governed by the laws of the state of Maryland.
- (B) *Disputes with the Government.* Panagora Group' Prime Contract with the US Government is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Any claim arising out of the performance of this Purchase Order that relates to any decision of the Government under the prime contract must be resolved in accordance with the clause at FAR 52.233-1 Disputes, which is incorporated herein by reference.
 - (1) Any decision of the US Government under the Prime Contract, if binding on Panagora Group, shall also bind the Supplier to the extent that it relates to this Purchase Order, provided that Panagora Group shall have promptly notified the Supplier of such decision and, if requested by Supplier, shall have brought suit or filed claim, as appropriate against the Government, or, in alternative, agreed to sponsor Supplier's suit or claim. A final judgment in any such suit or final disposition of such claim shall be conclusive upon Panagora Group and the Supplier.
 - (2) For any action brought or sponsored by Panagora Group on behalf of the Supplier pursuant to this clause, the Supplier agrees to indemnify and hold Panagora Group harmless from all costs and expenses incurred by Panagora Group in prosecuting or sponsoring any such appeal.
- (C) *Disputes between the Parties.* The following procedures shall govern the resolution of any controversy, dispute or claim between or among "Parties," arising out of the interpretation, performance, breach or alleged breach of this Purchase Order ("Dispute") that is covered by (B) above.
 - (1) *Negotiation.* The Parties shall promptly attempt to resolve any Dispute by negotiation in the normal course of business. If, after good faith efforts, the Dispute is not resolved, either Party may request in writing that the Dispute be resolved via Executive Consultation pursuant to subparagraph (2) below.

- (2) *Executive Consultation.* For Disputes submitted to Executive Consultation, each Party shall designate a senior company official with authority and responsibility for attempting to resolve the matter. For Panagora Group, such designee shall be a Senior Vice President, or a person at a higher level of authority. For Supplier, such designee shall be an authorized negotiator. The Party initiating the claim shall provide, in addition to documents supporting the claim, a brief summary of the claim, its perception of the positions of the Parties and any perceived barriers to settlement of the case. The summary may be submitted directly to the designated Party Executive. Within 30 calendar days after delivery of the claim summary, the Parties shall meet and attempt to resolve the Dispute. If the Dispute is not resolved within 45 days from submission of the claim summary, or such other amount of time as agreed between the Parties, the claiming Party may proceed under subparagraph (3) below.
- (3) *Arbitration.* Any controversy or claim between the Parties arising out of or relating to this Purchase Order, or the breach thereof, that has not been resolved by Executive Consultation, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, including the Optional Rules for Emergency Measures of Protection, unless otherwise provided herein. The arbitrators shall not be empowered to award damages in excess of compensatory damages and each Party expressly waives and foregoes any right to punitive, exemplary, or similar damages. Each Party will bear the cost of its own Attorney-Fees. The Arbitration shall be in Silver Spring, Maryland otherwise agreed between the Parties.
- (D) *Obligation to perform work.* Supplier shall diligently proceed with the performance of work pending final resolution of any Dispute.

XII. **FORCE MAJEURE:** “Force Majeure” as used herein means: acts of God, natural disasters, invasion or war (whether declared or not) and other hostilities, revolution, rebellion, labor disputes, insurrection or riot, confrontation or other disorder, ionizing radiation or confrontation by regular activity from any unclear or waste, radio-active, biological, chemical or toxic explosives or other hazardous properties of any explosives, biological or chemical agents, nuclear assembly or nuclear components thereof, or other act, event or circumstance of a similar nature or force, arising from circumstances beyond the control of the Supplier or which Supplier could not reasonably be expected to have taken into account and which or the consequences of which the Supplier could not reasonably be expected to have avoided or overcome.

The Supplier shall not be liable for any excess costs if the failure to perform the Purchase Order arises out of a Force Majeure cause and if the Supplier, within 20 (twenty) days from the beginning of any such Force Majeure, notifies Panagora Group of such prevention of performance and the cause thereof. If the failure to perform is caused by the fault of a Supplier’s subcontractor and if such default arises out of causes beyond the control of both the Supplier and the Supplier’s subcontractor and without the fault or negligence of either of them (Force Majeure), and the Supplier, within **20 (twenty)** days from the beginning of any such Force Majeure, notifies Panagora Group in writing of such prevention of performance and the

cause thereof, the Supplier shall not be liable for any excess costs due to the failure to perform, unless the supplies or services to be furnished by the Supplier were obtainable from other sources in sufficient time to permit the Supplier to meet the required delivery schedule.

XIII. **VESTING OF TITLE AND DIVERSION RIGHTS:** USAID reserves the right to vest in itself title to the goods financed under this order, provided that such goods are in a deliverable state and have not yet been offloaded in ports of entry in the Cooperating Country. USAID may direct the carriers to divert these goods to alternative destinations.

XIV. **LEGAL EFFECT OF USAID APPROVALS AND DECISIONS:** The parties hereto understand that the Purchase Order has reserved to USAID certain rights such as, but not limited to, the right to approve the terms of this Purchase Order, the Supplier, and any or all plans, reports, specifications, subcontracts, bid documents, drawings, or other documents related to this Purchase Order and the Activity of which it is part. The parties hereto further understand and agree that USAID, in reserving any or all of the foregoing approval rights, has acted solely as a financing entity to assure the proper use of the United States government funds and that any decision by USAID to exercise or refrain from exercising these approval rights shall be made as financier in the course of financing this project and shall not be construed as making USAID a party to the Purchase Order. The parties hereto understand and agree that USAID may, from time to time, exercise the foregoing approval rights or discuss matters related to these rights and the project with the parties jointly or separately, without thereby incurring any responsibility or liability to the parties jointly or to any of them. Any approval (or failure to disapprove) by USAID shall not bar Panagora Group or USAID from asserting any right or relieve the Supplier from any liability which the Supplier might otherwise have to Panagora Group or USAID.

XV. **COMPLIANCE WITH APPLICABLE LAWS AND STANDARDS:** The Supplier shall comply with all applicable laws, ordinances, codes, regulations, and other authoritative rules of the United States and of the Cooperating Country and their political subdivisions and with the standards of relevant licensing boards and professional associations.

XVI. **INDEMNITY AND SUPPLIER WAIVER OF BENEFITS**

- A. The Supplier waives any additional benefits and agrees to indemnify and save harmless Panagora Group, USAID, and their officers, directors, agents, and employees from and against any and all claims and liability, loss, expenses, suits, damages, judgments, demands, and costs (including reasonable legal and professional fees and expenses) arising out of:
- (1) the acts or omissions of Supplier, its employees, officers, directors, agents or its subcontractors;
 - (2) injury or death to persons, including officers, directors, employees, agents and subcontractors of Supplier, or loss of or damage to property, or fines and penalties which may result, in whole or in part, by reason of the buying, selling, distribution, or use of any of the goods or services purchased or provided under this Purchase Order except to the extent that such damage is due to the negligence of Panagora Group;

- (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 Group' 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 Panagora Group and USAID, as authorized hereunder; or false claims submitted by Supplier or its subcontractors under this Purchase Order or as a result of a Supplier misrepresentation of fact or fraud by Supplier.
- B. Supplier shall defend and settle at its sole expense all suits or proceedings arising out of the foregoing, provided that Supplier has notice or is given prompt written notice of such claim or suit and, further, that Supplier shall be given necessary information, reasonable assistance and the authority to defend such claim or suit. Supplier 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 Purchase Order and to which Panagora Group is or may reasonably be expected to be a party, unless and until Supplier has obtained a written agreement, approved by Panagora Group (which shall not be unreasonably withheld) and executed by each party to such proposed settlement, compromise or discharge, releasing Panagora Group from any and all liability.
 - C. If any of the goods or services provided by Supplier 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, Supplier shall, at its own expense, use its best efforts—
 - (1) to procure for Panagora Group the right to continue use and, if authorized under this Purchase Order, distribution of the infringing goods or services or,
 - (2) to modify the goods or services to make them non-infringing, or to replace them with equivalent, non-infringing counterparts.If none of the above-mentioned can be successfully implemented, then Supplier shall refund to Panagora Group all monies paid to the Supplier for the infringing goods and services.

XVI. **TERMINATION BY CONVENIENCE:** The performance of work under this order may be terminated by Panagora Group in whole or in part whenever Panagora Group and/or USAID determine that such termination is in the best interests of Panagora Group and/or USAID. Panagora Group reserves the unilateral right to terminate this fixed price Purchase Order at any time, paying for all deliverables completed at the time of termination and a pro-rata share of any deliverable in progress, in accordance with FAR Clause 52.249-1, "Termination for Convenience of the Government (Fixed Price) (Short Form) (April 1984). In the event of termination by convenience, the Supplier shall submit a written claim not later than one month from the notice of termination.

XVII. **TERMINATION BY DEFAULT:** Panagora Group may, by written notice of default sent to the Supplier by registered mail, terminate in whole or part of this order if A) the Supplier fails to make delivery of the commodities within the time specified in the order or B) if the Supplier fails to perform any of the other provisions of this order, or so fails to make progress as to

endanger performance of this Purchase Order in accordance with its terms and, and, in either of these two circumstances, does not cure such failure within a period of **10 (ten) days** (or longer period as Panagora Group may authorize in writing) after receipt from Panagora Group specifying such failure.

XVIII. **ANTI-CORRUPTION AND ANTI-KICKBACK:** No offer, payment, consideration, or benefit of any kind which constitutes an illegal or corrupt practice shall be made, either directly or indirectly, as an inducement or reward for the award of this Purchase Order. Any such practice will be grounds for canceling the award of this order and for such other actions, civil and or/criminal, as may be applicable.

XIX. **AUDIT AND RECORDS:** If the Purchase Order amount exceeds \$3,000:

- a. The Supplier shall maintain books, records, documents, and other evidence and shall apply consistent accounting principles and practices sufficient to reflect properly all transactions under or in connection with the Purchase Order. The foregoing constitute "records" for the purpose of this clause.
- b. The Supplier shall maintain such records during the Purchase Order term and for a period of three years after final payment. However, records which relate to appeals under the "Disputes" clause or litigation or the settlement of claims arising out of the performance of this Purchase Order shall be retained until such appeals, litigation or claims have been finally settled.
- c. All records shall be subject to inspection and audit by Panagora Group or its authorized agents at all reasonable times. The Supplier shall afford Panagora Group proper facilities for such inspection and audit. If this is a fixed price Purchase Order, it is not subject to audit of costs (except for any cost-reimbursable items) but is subject to audit for compliance with other provisions of this Purchase Order.
- d. The Supplier further agrees to include in all its subcontracts hereunder a provision that the Supplier agrees that Panagora Group or any of its authorized agents, shall, until the expiration of three years after final payment under the Purchase Order, have access to and the right to examine any records of such Supplier involving transactions related to the Purchase Order.

XX. **EQUAL EMPLOYMENT OPPORTUNITY:** The Supplier shall not discriminate in recruitment or employment of personnel hired in the US, because of race, religion, color, sex, or national origin, and must be in compliance with its equal employment opportunity obligations under Executive Order 11246 dated September, 1965.

XXI. **WORKER'S COMPENSATION INSURANCE:** If the order involves performance of incidental services (installation of AID-financed equipment or the training of personnel in the maintenance, operation, and use of such equipment) outside of the United States, then before commencing performance under this Purchase Order the Supplier shall maintain coverage through worker's compensation insurance or security covering each employee to the extent required by the Defense Base Act (DBA) of the United States (42 U.S.C. 1651) but in any event equivalent to coverage required by law or custom in the location where the Supplier's employee is performing services. The Supplier shall obtain all Defense Base Act insurance

required by this clause through Rutherford International, Inc., 5500 Cherokee Avenue, Suite 300, Alexandria, VA 22312, 703.354.1616.

XXII. **TERRORIST FINANCING PROHIBITION:** The Supplier 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 Supplier to ensure compliance with these Executive Orders and laws. This provision must be included in all subcontracts issued under this order.

XXIII. **CLAUSES INCORPORATED BY REFERENCE:** This Purchase Order incorporates the following clauses of the [Federal Acquisition Regulation](#) (48 Code of Federal Regulations, Chapter 1) and [USAID Acquisition Regulation](#) (48 Code of Federal Regulations, Chapter 7) by reference, with the same force and effect as if they were given in full text. It is understood and agreed that the Supplier may be obligated by and to Panagora Group for any specifications or documentation required of Panagora Group under these clauses, and that references to the Contractor may also refer to the Supplier. The Supplier hereby agrees to abide by the terms and conditions imposed by these clauses. With respect to documentation and approvals required under these clauses, all such documentation and approvals shall be submitted to or requested from Panagora Group. References in the text of incorporated clauses to "the Government," "USAID," or "Contracting Officer" may, depending on their context, refer to "Panagora Group," and references to "the Contractor" may refer to the "Supplier."

Federal Acquisition Regulation (FAR) Clauses:

FAR CLAUSE NUMBER	TITLE AND YEAR
52.202-1	Definitions (JUL 2004)
52.203-3	Gratuities (APR 1984)
52.203-6	Restriction on Subcontractor Sales to the Government (SEP 2006)
52.203-7	Anti-Kickback Procedures (JUL 1995)
52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (SEP 2005)
52.203-12	Limitation of Payments to Influence Certain Federal Transactions (SEP 2005)
52.209-6	Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (SEP 2006)
52-215-2	Audit and Records—Negotiation (JUN 1999)
52.215-14	Integrity of Unit Prices (OCT 1997)
52.225-13	Restrictions on Certain Foreign Purchases (FEB 2006)
52.225-14	Inconsistency between English Version and Translation of Contract (FEB 2000)
52.227-1	Authorization and Consent (JUL 1995)
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement (AUG 1996)

52.227-9	Refund of Royalties (APR 1984)
52.228-3	Workers' Compensation and War-Hazard Insurance Overseas (APR 1984)
52.229-6	Taxes—Foreign Fixed-Price Contracts (JUN 2003)
52.242-15	Stop-Work Order (AUG 1989)
52.243-1 (Alt I)	Changes—Fixed Price (AUG 1987) (Alt I) (APR 1984)
52.246-2	Inspection of Supplies—Fixed-Price (AUG 1996)
52.246-23	Limitation of Liability (FEB 1997)
52.249-1	Termination for Convenience of the Government (Fixed-Price) (Short Form) (APR 1984)
52.249-8	Default (Fixed-Price Supply and Service) (APR 1984)

**United States Agency for International Development Acquisition Regulation (AIDAR)
Clauses:**

AIDAR	Title
752.202 Alt.70 and Alt.72	Definitions Alt. 70 (JAN 1990)/Alt.72 (JAN 1990)
752.211-70	Language and Measurement (JUN 1992) [especially provision in (a)]
752.225-70	Source, Origin and Nationality Requirements (FEB 1997)
752.225-71	Local Procurement (FEB 1997) [*Only if authorized to procure non-expendables.]
752.228-3	Worker's Compensation Insurance (Defense Base Act)
752.7009	Marking (JAN 1993)
752.7034	Acknowledgement and Disclaimer (DEC 1991)

**Annex 3 - 52.222-50 Subcontractor Certification Regarding Trafficking in Persons
Compliance Plan (March 2, 2015)**

The Subcontractor Certifies that:

- (1) It has implemented a compliance plan to prevent any prohibited activities identified in paragraph (b) of the clause at 52.222-50, Combating Trafficking in Persons, and to monitor, detect, and terminate the contract with a subcontractor engaging in prohibited activities identified at paragraph (b) of the clause at 52.222-50, Combating Trafficking in Persons;
- (2) The compliance plan applicable to the qualifying Subcontract meets the minimum requirements set forth in subsection (h)(3) of clause 52.222-50, including the following:
 - a. An awareness program to inform Subcontractor employees about the Government's policy prohibiting trafficking-related activities, the activities prohibited, and the actions that will be taken against the employee for violations.
 - b. A process for employees to report, without fear of retaliation, activity inconsistent with the policy prohibiting trafficking in persons, including a means to make available to all employees the hotline phone number of the Global Human Trafficking Hotline at 1-844-888-FREE and its email address at help@befree.org.
 - c. A recruitment and wage plan that only permits the use of recruitment companies with trained employees, prohibits charging recruitment fees to the employee, and ensures that wages meet applicable host-country legal requirements or explains any variance.
 - d. A housing plan, if the subcontractor intends to provide or arrange housing that ensures that the housing meets host-country housing and safety standards.
 - e. Procedures to prevent agents and subcontractors at any tier and at any dollar value from engaging in trafficking in persons (including activities in paragraph (b) of this clause) and to monitor, detect, and terminate any agents, subcontracts, or subcontractor employees that have engaged in such activities.
- (3) The Subcontractor will post the relevant contents of the compliance plan, no later than the initiation of contract performance, at the workplace (unless the work is to be performed in the field or not in a fixed location) and on the Subcontractor's Web site (if one is maintained). If posting at the workplace or on the Web site is impracticable, the Subcontractor shall provide the relevant contents of the compliance plan to each worker in writing. The Subcontractor agrees to inform Panagora immediately of any credible information it receives from any source (including host country law enforcement) that alleges a contractor employee, subcontractor, subcontractor employee, or their agent has engaged in conduct that violates the policy.
- (4) After having conducted due diligence, either—

- (i) To the best of the subcontractor’s knowledge and belief, neither it nor any of its proposed agents, subcontractors, or their agents is engaged in any such activities; or,
- (ii) If abuses relating to any of the prohibited activities identified in 52.222– 50(b) have been found, the subcontractor or proposed Subcontractor has taken the appropriate remedial and referral actions.

PLEASE SIGN AND RETURN THIS CERTIFICATION TO PANAGORA

Company Name _____

Company Address _____

Signature _____ Printed Name _____

Title _____ Date _____

NOTE: The Subcontractor is required to recertify annually by signing this document one year from the date signed above and resending it to the Contractor.

Annex 4 - Section 889 Telecommunications and Video Surveillance Equipment and Services For Vendors

Vendor Name: _____
 Country: _____
 Prime/Subcontract Name: _____
 Date: _____

1. As a U.S. government contractor, Panagora is prohibited from utilizing any telecommunications and/or video surveillance equipment or services from any of the following companies (or their subsidiaries and affiliates).

- a. Huawei Technologies Company
- b. ZTE Corporation
- c. Hytera Communications Corporation
- d. Hangzhou Hikvision Digital Technology Company
- e. Dahua Technology Company

Please note that telecommunications services also include Internet, telephones, and cell/mobile phone services and equipment.

Does any of the services or equipment being purchased or obtained from you originate from or were manufactured from any of the above companies? **Please answer 0 Yes or 0 No**

1a. If you responded “Yes” to Question 1, please describe the equipment and/or services you are providing and the name of each company? *Skip this question if it does not apply.*

Name of Covered Company	Description of Equipment and/or Services

1b. Based on information provided under 1a. above, would it be possible to replace any of the listed equipment and/or services with non-covered telecommunications or video surveillance equipment or services? **Please answer 0 Yes 0 No.**

1.b.1 If yes, please provide the make/model and detailed specifications of the equivalent replacement item(s).

1.b.2 How long will it take to replace the covered equipment and/or service with non-covered equipment and/or service?

Vendor Representation

You confirm that based on the information you provided resulting from Panagora’s reasonable inquiry into the supply and utilization of covered telecommunications and video surveillance equipment and services (*Choose One Answer*):

- a. You will not supply or utilize covered equipment or services in this order _____
- b. You will immediately discontinue supplying or utilizing covered equipment or services under the order _____

The person completing this form should complete the following section and sign.

Print Name: _____

Title: _____

Signature: _____

Date: _____

End of Representation