



PANAGORAGROUP

REQUEST FOR QUOTATION (RFQ)

RFQ Number:	24-LGHS-RFQ 005-Legal/Finance-Zambia
Issue Date:	May 2, 2024
Offers Due Date and Time:	May 23, 2024, 5:00 PM EST
Questions Due Date:	May 9, 2024, 5:00 PM EST
Description:	The purpose of this RFQ is to procure Legal and financial support in Zambia for the USAID funded Localize Global Health Security (LGHS) Project.
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:	<u>Firm Fixed Price/Fixed Unit of Measure</u>
Eligibility:	Based on Geographic Code 937, this procurement is open to firms registered in developing countries (see ADS 310 ¹ for a full list.)
Period of Performance:	On or about June 1, 2024, to May 31, 2025, renewable annually.
Point of Contact:	Elyse Callahan, elysecallahan@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 business standards-related 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

¹ <https://www.usaid.gov/about-us/agency-policy/series-300/310>

addition, Panagora will inform USAID if 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 RFQ must disclose and include the following information as part of the quotation submission:

- Personal, familial, or financial relationships with Panagora Group or LGHS staff. For example, if an offeror's cousin is employed by the LGHS, the offeror must state this.
- Disclose any family or financial relationship with other offerors submitting competing 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 offer 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 Panagora's and USAID's prohibitions against fraud, bribery, and kickbacks.

Please contact businessconduct@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 quotations are received by Panagora Group in accordance with the instructions, terms, and conditions described in this RFQ. Failure to adhere to the instructions described in this RFQ may lead to disqualification of the quotation from consideration. Panagora will evaluate quotations 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 vendor in Zambia to provide financial and legal support services. As an implementing partner with the United States Agency for International Development (USAID), Panagora is implementing USAID Localize Global Health Security (LGHS) project in countries globally 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.

LGHS is a localization initiative that offers competitive awards to local nonprofit organizations, (NGOs), community-based organizations (CBOs), and faith-based organizations (FBOs) to support best practices and innovative approaches to address critical health security gaps. LGHS’s objectives are to provide the grant partners with support for capacity strengthening and access to technical resources at all stages of the partner’s project.

LGHS wishes to subcontract for financial and legal support, including legal counsel and support concerning hiring regulations and practices and local financial reporting requirements; bank account administration and in-country payment services, and grant auditing. Panagora invites potential offerors who are able to provide some or all of the services listed in Section 3.

- 2. **Offer Deadline and Protocol:** Offers must be received no later than the date and time specified on Page 1 of the RFQ, by email to the Point of Contact, also listed on Page 1 of the RFQ. Please reference the RFQ number in any response to this RFQ. 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 RFQ at any time.
- 3. **Questions:** Questions regarding the technical or administrative requirements of this RFQ may be submitted no later than the date and time specified on Page 1 of the RFQ, by email to the Point of Contract, also listed on Page 1 of the RFQ. 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 RFQ recipients who have indicated an interest in bidding.

Key Dates

DATE	ACTIVITY
May 2, 2024	RFQ release date
May 9, 2024	Deadline for questions/intent to submit 17h00 EST
May 23, 2024	Deadline for quotations 17h00 EST

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

Panagora reserves the right to amend this solicitation if a substantive number of questions is received that affect the response to the solicitation or if changes are made to the closing date and time, as well as changes to other aspects of the RFQ. Any amendments to this solicitation will be provided to all recipients of this RFQ.

4. **Specifications:** The specifications of the required products are found in Section 3 of the RFQ.
5. **Quotations:** Quotations in response to this RFQ must be priced on a fee for service basis and should include all related costs. Pricing must be presented in the currency of Zambia. Offers must remain valid for not less than sixty (60) calendar days after the offer deadline. Offerors are requested to provide quotations within the Attachment 1 **Excel Quotation form**.
6. **Duty Station:** The location for service delivery described in this RFQ is Zambia.
7. **Source/Nationality/Manufacture:** All goods and services offered in response to this RFQ or supplied under any resulting award must meet the requirements of **USAID Geographic Code 937** – which is defined as the United States, the recipient country, and developing countries other than advanced developing countries (see [ADS 310 for full list of countries](#)), but excluding any country that is a prohibited source – in accordance with the United States Code of Federal Regulations (CFR), [22 CFR §228](#).

Offerors may not offer or supply any commodities or services that are manufactured or assembled in, shipped from, transported through, or otherwise involve any of the following countries: Cuba, Iran, North Korea, Syria.

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)
 - The Contractor is prohibited from having or using any application or social networking service such as TickTok, developed or provided by ByteDance Limited or an entity owned by ByteDance Limited.
8. **Warranties, Representations, Assurances, and Insurance:** The Offeror warrants, represents and assures it is legally incorporated organization and is acting in accordance with the laws of

its place of incorporation. The offeror warrants that the performance of any resulting agreement will not constitute a breach of law or obligation applicable to the Offeror, and that the Offeror 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 are 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.

9. **Taxes and VAT:** For the purposes of quotation, potential offerors will include all applicable Value Added Taxes (VAT). Depending on government-to-government agreement, the activity may be exempt from VAT taxation. If confirmed, a government issued certification will be provided.
10. **Unique Entity Identifier (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 RFQ valued greater than or equal to USD\$30,000 for the full potential length of the subcontract (or its equivalent in the quoted 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. UEI numbers can be obtained on this site <https://sam.gov/content/entity-registration>.²
11. **Eligibility:** By submitting an offer in response to this RFQ, 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.

This Request for Quotation (RFQ) is open to organizations registered in Zambia including for-profit institutions, private organizations affiliated with public academic institutions, training institutes, community-based organizations (CBOs), foundations, professional organizations, and non-profit organizations. The following organizations/programs are **not** eligible to apply under this competition:

- Government institutions
- Parastatal organizations
- International non-governmental or private voluntary organizations

The offeror must be an organization that is legally registered in Zambia and must provide proof of its establishment. Joint ventures or consortia are not permitted, and **the subcontractor will not be permitted to engage lower tier subcontractors for work under this RFQ**. The offerors shall provide evidence of eligibility to the satisfaction of the contracting entity, verifying that:

² This presentation will walk you through registration for a UEI. <https://www.usaid.gov/sites/default/files/2023-07/Registering-to-Work-Module-step-by-step-Guide.pdf>

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

12. **Evaluation and Award:** A Services Agreement will be made to the responsible Offeror whose proposal most closely follows the RFQ instructions, meets the eligibility requirements, and is determined via a trade-off analysis to be the best value and most advantageous approach based on application of the evaluation criteria provided below.

Upon quotation receipt, LGHS will conduct a compliance review of each quotation for basic responsiveness to the instructions in this RFQ. Upon completion of the compliance review, all compliant quotations will be subjected to a panel review made up of representatives from LGHS and Panagora. Reviewers will be subjected to a screening process to eliminate any conflict of interest.

A total of 100 points is possible for a complete application. The relative importance of the criteria is indicated below. Offerors are advised that the questions under each bulleted section are intended to *broadly* inform the scoring process and will not be individually scored or equally weighted.

- | | |
|-------------------------------------|------------|
| ▪ Price Schedule Cost Effectiveness | 60 points |
| ▪ Description of Services | |
| ○ Offeror Description | 20 points |
| ○ Service unit details | 20 points. |

Panagora Group will select the successful contractor that offers the most comprehensive and advantageous and complete set of services considering the factors listed above. Panagora Group, at its discretion, may enter negotiations with one or more offerors to discuss improvements in the quotation and cost deduction. Request for quotation revisions does not constitute an award.

Please note that in submitting a response to this RFQ, 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 Panagora Group 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.

13. **Terms and Conditions:** Issuance of this RFQ 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 offer in response to this RFQ and identified in the resulting award; payment will not be issued to a third party.
- (b) 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.
- (c) 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 RFQ must ensure compliance with these laws.
- (d) The title to any goods supplied under any award resulting from this RFQ 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: OFFER SUBMISSION INSTRUCTIONS AND CHECKLIST

Questions regarding the administrative requirements of this RFQ may be submitted no later than **(17h00), Tuesday, May 9, 2024**, by email to elysecallahan@panagoragroup.net. Questions must be submitted in writing; phone calls will not be accepted. Questions and requests for clarification and responses will be circulated to all RFQ recipients who have indicated an interest in bidding. Offerors must submit full, accurate, and complete information as required by this solicitation. The RFQ response must be submitted in English.

Issuance of this RFQ does not constitute an award commitment, nor any commitment to pay for costs incurred in the preparation and submission of a proposal. LGHS reserves the right to reject any and all proposals, or to make an award without further discussion or negotiations if it is considered to be in the best interests of LGHS.

Proposals must be received via email only no later than close of business (17:00EST) on **May 23, 2024**, to be considered. Late submissions will not be reviewed. Proposals should be submitted electronically to:

LGHS

Attention: Elyse Callahan

Elysecallahan@panagoragroup.net

With a copy to arifkamawi@panagoragroup.net

Proposal submissions should be divided into three separate documents and transmitted in two separate emails: Pricing Schedule and Description of Services. The Pricing Schedule should be submitted in Excel. The Description of Services should be submitted in **pdf format** and should include the required annexes. Offerors should provide narrative sections on A4 paper, single spaced in black ink, margins of 1 inch (2.5 cm) and a font size of no smaller than 11 pt. Please label the email transmittal and documents as follows:

- 2024-05-xx Zambia Bidding Institution Name - LGHS-RFQ 005 Pricing Schedule
- 2024-05-xx Zambia Bidding Institution Name LGHS-RFQ 005 Description of Services

Below are the instructions for each of the quotation sections.

- **Price Schedule Cost effectiveness/realism**
 - Unit pricing will be evaluated for reasonableness and realism as it relates to the proposed project services within the marketplace.
 - The Offeror should demonstrate that proposed services will be achieved with the most effective use of existing available resources.
 - The Offeror is requested to submit a proposal with pricing for all services they are able to provide, even if not able to provide everything in the scope. For any line item the Offeror cannot provide in part or in full, include an explanation in the Service Unit Details.
- **Description of Services**
 - **Offeror Description.** Please provide a summary description of your institution, including its primary purpose, nature of work, years in business, short descriptions of owners/principals and three (3) recent professional references and any professional certifications, licenses, and association memberships. Professional reference information shall include up to date

organization name, location, points of contact(s) current telephone or e-mail information, project name and/or contract number if available, dates of service, dollar value of activity, and brief description of work and dates performed.

- **Service Unit Details.** Offerors are requested to provide a narrative description for each service requested in the Scope of Work in Section 3 (items a through e) that the Offeror is able to provide.

NOTE: Offer finalists are subject to on-site inspection of the facilities prior to final contract issuance.

Please note that if there are significant deficiencies regarding responsiveness to the requirements of this RFQ, an offer may be deemed “non-responsive” and thereby disqualified from consideration. Panagora Group reserves the right to waive immaterial deficiencies at its discretion.

Submission Checklist

- Pricing Schedule: completed Excel pricing schedule according to Attachment 1
- Description of Services: Cover Letter signed by an authorized representative of the Offeror (1 page) See Annex 1
- Description of Services: Offeror description (maximum 2 pages) including 3 professional references
- Description of services: Service unit details (maximum 2 pages per service the Offeror is able to provide (see section 3, items a through e))
- Annex: Copy of current valid corporate registration and business license (if applicable)
- Annex: Copy of corporate resolution(s) identifying current legal officers of institution
- Annex: Completed Signed Certifications (Annex 3, 4)
- Annex: Immediate prior year tax clearance certificate.
- Photos: Copies of up to twelve (12) photos of office premises (if providing office space)

SECTION 3: SPECIFICATIONS AND REQUIREMENTS

1. Objective

The purpose of this RFQ is to procure financial and legal services for the LGHS project for at least six months and up to three years.

2. Description and Purpose

In late 2023, Panagora Group was awarded the **USAID** funded **Localize Global Health Security (LGHS)** program. The program will work with local entities to address prioritized critical health security gaps in up to fifteen (15) countries over the next five years. As the recent pandemic illustrated, new and re-emerging diseases spread quickly around the globe, resulting in outbreaks that overwhelm health systems, upend lives and economies. Increased population growth and urbanization promote the spread of zoonotic diseases. Climate change continues to alter and increase the distribution of disease vectors. Political and social instability undermine health systems and abilities to prevent, detect, and respond to public health threats. The misuse of antibiotics and emergence of pathogens with antimicrobial resistance (AMR) affect human, animal, and environmental health.

LGHS is a localization initiative that offers competitive awards to local nonprofit organizations, (NGOs), community-based organizations (CBOs), and faith-based organizations (FBOs) to support best practices and innovative approaches to address critical health security gaps. LGHS's objectives are to provide the grant partners with support for capacity strengthening and access to technical resources at all stages of the partner's project in Zambia.

To support the LGHS program, Panagora seeks a firm to provide financial and legal support in Zambia LGHS is in the process of hiring a full time Grants Engagement Manager (GEM) and other long-term and short-term consultants in Zambia to coordinate grants administration and other support activities for up to three (3) years. LGHS wishes to subcontract a firm to provide a range of potential services, including support for business registration, routine legal services, payment services for grantees, and auditing services for grantees. Payroll services are not required at this time.

3. Proposed Services

- (a) Provide legal counsel, local context, and support in meeting local reporting requirements to ensure Panagora understands and is compliant with local laws and regulations.
- (b) Serve as the conduit to make payments to local grantees,
- (c) Conduct pre-award surveys, fixed amount award checklists, audits, and financial management and risk assessments, aligned with ADS 303, NUPAS, and other best practice government assessment tools, adapted to local requirements.
- (d) Provide local audit services to assess financial and procurement procedures of the grants recipients, including reviews of cost allocation and recovery.

SECTION 4: DECISION AND NOTIFICATION

Offerors must submit their quotations in response to this RFQ no later than the date and time specified on Page 1 of the RFQ, to the Point of Contact email address. 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 quotations and the recommendations for award 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 quotations or award will result in that offeror's submission being rejected and disbarred from future competition.

As soon as the period for reviewing quotes opens, if any of the offerors would like to contact the Panagora 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 quotations, Panagora may, at its discretion, request clarifications from an offeror regarding its quote. Any clarifications presented by the offerors which are not in response to a request by Panagora 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 quotation will be based on the quotation itself. A substantially responsive quotation is one that fulfills the terms, conditions, and specifications of this solicitation, including any amendments, 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 RFQ; or
- Limits in a substantial manner, in contradiction to the solicitation, Panagora's rights or the offeror's obligations pursuant to the RFQ; or
- If corrected, would unfairly affect the competitive position of other offerors that present quotations that substantially conform to the requirements.

4. Preliminary review of proposals

Panagora will review quotations to confirm that all documents that comprise the quotation have been submitted. It will review all required certifications and current valid business licenses to determine the integrity of each of the documents presented. If any of the legal documents required is missing, the proposal may be rejected.

5. Review of the terms and conditions

Panagora will review the quotation to confirm that the Offeror has accepted all the terms and conditions specified in the RFQ without any deviations or reservations. Once the Offeror's acceptance of the terms and conditions has been reviewed, if Panagora determines that the proposal does not substantially conform to the requirements, said proposal may be rejected.

6. Evaluation of proposals

Panagora will evaluate each quotation 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 RFQ. No other criteria or methodology will be used. Panagora will evaluate the technical aspects of the items included in the quote in keeping with this RFQ.

7. Cancellation of the solicitation

Panagora reserves the right to cancel the RFQ process and reject all the quotations at any time prior to an award, without incurring any obligation to Offerors.

8. Award criteria

One or more proposal(s) that best meets the evaluation criteria may be awarded with a purchase order or services agreement by the USAID LGHS Activity.

9. Notification

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

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: Quotation 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: 24-LGHS-RFQ 005-Legal/Finance-Zambia

To Whom It May Concern:

We, the undersigned, hereby provide the attached offer to [short description of services] as described in the above-referenced RFQ. Please find our offer attached.

We hereby acknowledge and agree to all terms, conditions, special provisions, and instructions included in the above-referenced RFQ. We further certify that the below-named firm—as well as the firm’s principal officers and all services offered in response to this RFQ—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 Technical Support Services activity staff members.
- We have no close, familial, or financial relationships with any other offerors submitting proposals in response to the above-referenced RFQ; and
- The prices in our offer 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: _____

Company 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 - Master Fixed Price Service Agreement Terms and Conditions

I. **DEFINITIONS:** The following definitions apply to this **Master Fixed Price Service Agreement** 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 **Master Fixed Price Service Agreement** 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 **Master Fixed Price Service Agreement**.
- 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 **Master Fixed Price Service Agreement**, 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 **Master Fixed Price Service Agreement** 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 **Master Fixed Price Service Agreement** 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 **Master Fixed Price Service Agreement** 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 **Master Fixed Price Service Agreement**:

- 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. Prohibition from procuring or obtaining or extending or renewing a contract to procure or obtain, any [equipment](#), system, or service from the following:). (Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 ([Pub. L. 115-232](#)))
 - 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. Prohibition to use of ByteDance Covered Application Tik Tok (FAR 52.204-27)

(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 **Master Fixed Price Service Agreement** 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 **Master Fixed Price Service Agreement** shall be clearly labeled with the corresponding part number and line-item number from the **Master Fixed Price Service Agreement**. 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 **Master Fixed Price Service Agreement**. Panagora Group may require repair or replacement of nonconforming commodities or re-performance of nonconforming services at no increase in **Master Fixed Price Service Agreement** 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 **Master Fixed Price Service Agreement**. 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 **Master Fixed Price Service Agreement**, an equitable adjustment shall be made in the **Master Fixed Price Service Agreement** price or delivery schedule, or both, and the **Master Fixed Price Service Agreement** shall be modified in writing accordingly. Any claim by the Supplier for adjustment under this **Master Fixed Price Service Agreement** 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 **Master Fixed Price Service Agreement**, 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 **Master Fixed Price Service Agreement** 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 **Master Fixed Price Service Agreement**, 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 **Master Fixed Price Service Agreement** ("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 **Master Fixed Price Service Agreement**, 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 **Master Fixed Price Service Agreement** 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 **Master Fixed Price Service Agreement** has reserved to USAID certain rights such as, but not limited to, the right to approve the terms of this **Master Fixed Price Service Agreement**, the Supplier, and any or all plans, reports, specifications, subcontracts, bid documents, drawings, or other documents related to this **Master Fixed Price Service Agreement** 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 **Master Fixed Price Service Agreement**. 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 **Master Fixed Price Service Agreement** 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 **Master Fixed Price Service Agreement** 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 **Master Fixed Price Service Agreement** 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 **Master Fixed Price Service Agreement**, 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 **Master Fixed Price Service Agreement** 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 **Master Fixed Price Service Agreement** 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 **Master Fixed Price Service Agreement**. 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 **Master Fixed Price Service Agreement** 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 **Master Fixed Price Service Agreement**. The foregoing constitute "records" for the purpose of this clause.
- b. The Supplier shall maintain such records during the **Master Fixed Price Service Agreement** 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 **Master Fixed Price Service Agreement** 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 **Master Fixed Price Service Agreement**, 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 **Master Fixed Price Service Agreement**.

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 **Master Fixed Price Service Agreement**, 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 **Master Fixed Price Service Agreement** 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 Marsh & McLennan Agency, LLC, 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 **Master Fixed Price Service Agreement** 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