

1 de febrero de 2024

Convocatoria de propuestas

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| Asunto y número de la convocatoria: | 217762/217805/217XXX Servicios de nómina (planilla) y contabilidad en Honduras |
| Fecha de emisión de la convocatoria: | 22 de enero de 2024 |
| Términos de referencia / especificaciones: | Servicios fiscales y de nómina |
| Proyecto: | Data.FI/PROPEL Health /EpiC Honduras |
| Empresa: | Palladium International, SRL |
| País donde se prestarán los servicios: | Honduras |
| Fecha y hora de cierre: | 6 de marzo de 2024 a las 5:00 p.m. (hora del este de los Estados Unidos) |
| Persona de contacto: | Liliana Agredo |
| Detalles de envío: | Liliana.Agredo@thepalladiumgroup.com |

Muchas gracias por su interés en la contratación de los servicios mencionados anteriormente. Como empresa ejecutora los proyectos Data.FI, PROPEL Health, y Epic Palladium le invita a presentar una propuesta que aborde los términos de referencia siguientes. Su propuesta deberá ser válida durante el periodo de validez estipulado.

Por favor envíe su propuesta según los detalles de envío estipulados anteriormente, a más tardar a la hora y en la fecha de cierre. La convocatoria de propuestas (RFP, por sus siglas en inglés) no obliga de ninguna forma a Palladium a adjudicar algún contrato, ni compromete a la empresa a pagar cualquier costo incurrido en la elaboración y el envío de una propuesta. Asimismo, Palladium no es responsable de los errores en los datos que resulten de los procesos de transmisión o conversión de información.

Espero que recibamos su respuesta a esta convocatoria. Si tiene alguna duda, por favor envíe sus preguntas a Kelly.Carrera@thepalladiumgroup.com y a Brynn Miller (Brynn.Miller@thepalladiumgroup.com)

Kelly Carrera
Manager, Finance, Administration & Contracts
PROPEL Health Honduras

Términos y condiciones

1. Condiciones de la propuesta

Al presentar una propuesta, los posibles proveedores se registrarán por estos términos y condiciones. Los posibles proveedores deberán enviar sus ofertas con todos los detalles en inglés y los precios deberán cotizarse en una única moneda.

2. Presentación de la propuesta

A su entera discreción, la empresa podrá conceder prórrogas para la hora de cierre de esta convocatoria. La empresa no tendrá en cuenta ninguna cotización que se reciba después de la hora de cierre que se especifica en la convocatoria, a menos que a su entera discreción, determine lo contrario.

3. Evaluación

La empresa podrá revisar todas las propuestas para confirmar el cumplimiento de los requisitos de la convocatoria, y para determinar cuál es la mejor propuesta, teniendo en cuenta las circunstancias.

4. Cambios o alteraciones

La empresa podrá negarse a tomar en consideración una propuesta en la que existan alteraciones, supresiones o tachaduras, y que sea ilegible o ambigua, o cuyos detalles estén incompletos.

5. Derechos de la empresa

A su entera discreción, la empresa podrá suspender la convocatoria, negarse a aceptar cualquier propuesta, terminar, ampliar o variar su proceso de selección; negarse a emitir un contrato, buscar información o negociar con cualquier posible proveedor al que no se haya invitado a presentar una propuesta, satisfacer sus requisitos independientemente del proceso de la convocatoria, suspender las negociaciones en cualquier momento e iniciar negociaciones con cualquier otro posible proveedor, evaluar las propuestas como la empresa lo considere adecuado (incluso con referencia a la información suministrada por el posible proveedor o por un tercero), y negociar con uno o más posibles proveedores.

6. Enmiendas y consultas

La empresa podrá enmendar o aclarar cualquier aspecto de la convocatoria de propuestas antes de su hora de cierre, al emitir una enmienda a la convocatoria de la misma manera en que se distribuyó el documento original de la misma. En la medida de lo posible, se enviarán estas enmiendas a todas las partes de forma simultánea. Cualquier consulta sobre la convocatoria deberá dirigirse a la persona de contacto que se identificó en la portada de este documento.

7. Clarificaciones

En cualquier momento antes de la ejecución de un contrato, la empresa podrá solicitar clarificaciones o información adicional a cualquier posible proveedor con relación a esta propuesta, y a entablar conversaciones y realizar y negociaciones con estos. Al hacerlo, la empresa no permitirá que ningún posible proveedor adapte o enmiende su propuesta.

8. Confidencialidad

En sus propuestas, los posibles proveedores deberán identificar cualquier aspecto de estas que consideren que deberá mantenerse de forma confidencial, señalando los motivos de esto. Los posibles proveedores deberán tener presente que la empresa solo acordará tratar información como confidencial en aquellos casos que lo considere adecuado. Si no se logra un acuerdo, los posibles proveedores reconocen que la empresa tiene el derecho de divulgar la información incluida en su propuesta.

El posible proveedor acepta que, en el transcurso de esta convocatoria, podrá llegar a conocer o a tener acceso a información confidencial de la empresa (lo que incluye la existencia y los términos de esta convocatoria, así como los términos de referencia —TOR, por sus siglas en inglés). El posible proveedor también acepta que mantendrá la confidencialidad de esta información y que evitará su divulgación no autorizada a cualquier otra persona. Si el posible proveedor se ve obligado a divulgar información confidencial debido a una ley o un procedimiento legal pertinente, le enviará una notificación a la empresa sobre tal divulgación con un tiempo razonable de anticipación. Ambas partes acuerdan que esta obligación se aplicará y estará vigente tanto durante la convocatoria como después de que finalice el proceso.

9. Alternativas

Los posibles proveedores podrán presentar propuestas de métodos alternativos para abordar el requisito de la empresa descrito en la convocatoria cuando la opción de hacer esto se haya establecido en la misma o se haya acordado por escrito con la empresa antes de la hora de cierre de la convocatoria. Los posibles proveedores son responsables de incluir un nivel suficiente de detalles sobre la solución alternativa para así permitir su evaluación.

10. Material de referencia

Si la convocatoria hace referencia a cualquier otro material, lo que incluye, sin limitación alguna, informes, planos, dibujos, muestras u otro material de referencia, el posible proveedor será responsable de obtenerlos y de tenerlos en cuenta al momento de estructurar su propuesta, y facilitárselos a la empresa, si así se le solicita.

11. Base de los precios/los costos

Los precios o los costos cotizados deben mostrar el precio sin impuestos, el componente de los impuestos y el precio con impuestos ya incluidos. El precio del contrato, que deberá incluir todos y cada uno de los impuestos pertinentes, así como los cargos y los costos del proveedor, será el precio máximo que pagará la empresa por concepto de bienes y servicios.

12. Información financiera

Si así se lo solicita la empresa, los posibles proveedores tendrán que poder demostrar su estabilidad financiera y su capacidad de seguir siendo viables como proveedores de los bienes y servicios durante el plazo de cualquier contrato. Si así se lo solicita la empresa, el posible proveedor deberá enviar con prontitud a la empresa la información o la documentación que esta requiera de forma razonable para evaluar la estabilidad financiera de ese posible proveedor.

13. Referencias

La empresa se reserva el derecho de comunicarse con las personas de referencia del posible proveedor o con cualquier otra persona, directamente y sin notificárselo al mismo.

14. Conflicto de intereses

Los posibles proveedores deberán notificar de inmediato a la empresa si surge algún conflicto de intereses, ya sea real, posible o percibido (un conflicto de intereses percibido es aquel en el que una persona razonable pensaría que su juicio o sus acciones pueden verse comprometidos, ya sea debido a un interés financiero o personal, incluidos los de los miembros de su familia), en la contratación o en la empresa.

15. Incongruencias

Si hay alguna incongruencia entre alguna de las partes incluidas en la convocatoria, se aplicará el siguiente orden de precedencia:

- Estos términos y condiciones;
- La primera página de este documento de convocatoria; y
- El anexo.

De tal forma que la disposición incluida en el documento de mayor jerarquía prevalezca al grado en que se presente esa incongruencia.

16. Colusión e incentivos ilegales

Los posibles proveedores, así como sus funcionarios, empleados, agentes y asesores no deberán participar en ninguna conducta que sea colusoria o anticompetitiva, o en cualquier otro comportamiento similar con otro posible proveedor o persona, ni citar ningún incentivo ilegal con relación a su propuesta o el proceso de convocatoria.

Los posibles proveedores deberán revelar si han elaborado sus propuestas con la ayuda de empleados actuales o anteriores de la empresa (en los últimos nueve meses y que hayan participado de forma considerable en el diseño, la elaboración, la evaluación, la revisión o la gestión diaria de esta actividad) y deberán tener en cuenta que esto puede dar origen a la exclusión de su propuesta. Los posibles proveedores aseguran que no han hecho ni ofrecido ningún pago, regalo, artículo, atención social o cualquier otro beneficio a la empresa, sus empleados, consultores, subcontratistas o agentes (o a cualquier otra persona que participa en el proceso de toma de decisiones sobre esta convocatoria), que pudiera dar origen a una percepción de soborno o corrupción con relación a la convocatoria o cualquier otro trato entre las partes.

17. Jurisdicción

Esta convocatoria estará sujeta a las leyes del Distrito de Columbia, Estados Unidos de América. El idioma del arbitraje será el inglés. El posible proveedor y la empresa harán su mejor esfuerzo por resolver de forma amistosa cualquier disputa, controversia o reclamo que surja o se relacione con esta convocatoria, o bien, su incumplimiento, rescisión o invalidez.

Si no se puede llegar a una solución aceptable, todo reclamo, disputa o controversia que surja o se relacione con esta convocatoria, o bien, su incumplimiento, rescisión o invalidez se resolverá a través de una mediación con la Asociación Americana de Arbitraje (AAA, por sus siglas en inglés), al enviar una solicitud de mediación a la AAA y a la otra parte. Todo laudo arbitral que se dicte como resultado de este arbitraje será vinculante para las partes, como resolución final y definitiva de esa disputa.

Anexo. Términos de referencia

Propósito

Palladium se encuentra buscando una empresa con experiencia en contabilidad externa para gestionar, archivar y consolidar los requisitos para la presentación de informes fiscales de Palladium en Honduras. La empresa seleccionada se encargará de gestionar la elaboración y el envío de los informes y los requisitos fiscales al Servicio de Administración de Rentas (SAR) de Honduras, así como a otras entidades, según lo requieran las leyes de ese país, y en cumplimiento de las normas y los reglamentos tanto de USAID como de Palladium para años fiscales futuros y posiblemente el actual.

Palladium espera firmar un contrato de al menos un año con la posibilidad de prorrogarlo. Entre las tareas a realizar se incluyen la elaboración y, a solicitud de la empresa, el envío de todos los informes financieros requeridos y manejar el pago de sueldo para la compañía. Palladium se encargará de todos sus propios informes internos.

La empresa seleccionada también ofrecerá asesoría experta sobre la presentación de informes y el cumplimiento de los requisitos tributarios de Palladium, lo cual incluye el impuesto Sobre la Venta (ISV) y el impuesto sobre la renta (ISR). La empresa seleccionada prestará servicios a la filial de la empresa matriz en Honduras. Asimismo, la empresa seleccionada sólo prestará servicios para las actividades realizadas en ese país.

Tipo de contrato

Contrato a precio fijo.

Plazo previsto del contrato

Del 1 de abril de 2024 en adelante.

Información de la empresa

Palladium es una empresa líder a nivel mundial en el diseño, el desarrollo y la aplicación del Impacto Positivo, que es la creación intencional de un valor social y económico perdurable. Trabajamos con empresas, gobiernos, fundaciones, inversionistas, comunidades y la sociedad civil para formular estrategias y aplicar soluciones que generen beneficios sociales, ambientales y financieros duraderos.

Proyectos

Data.FI es un proyecto a nivel mundial de cinco años de duración, financiado por el Plan de Emergencia del Presidente de los Estados Unidos para el Alivio del Sida (PEPFAR, por sus siglas en inglés) y USAID. Su propósito es incrementar y mantener el acceso a datos de calidad, a fin de agilizar el control de la epidemia de COVID-19 y de VIH. Palladium se encarga de dirigir la implementación del proyecto Data.FI, en alianza con el Instituto JSI de Investigaciones y Capacitación, la Universidad Johns Hopkins, el Departamento de Epidemiología, Right to Care, Cooper/Smith, DT Global, Jembi Health Systems y Macro-Eyes.

Promoción de resultados y efectos mediante políticas y palancas económicas (PROPEL)
Proyecto de salud tiene como objetivo mejorar el entorno propicio para una vida equitativa y sostenible. servicios, suministros y sistemas de prestación de salud.1 Los resultados se lograrán a través de (1) política desarrollo e implementación, (2) financiamiento de salud adecuado, predecible y sostenible, (3) mayor administración, transparencia y rendición de cuentas del gobierno, y (4) el uso de enfoques basados en evidencia a nivel global, nacional y subnacional. Las áreas de enfoque son planificación familiar/salud reproductiva (PF/SR), atención primaria de salud e integración de PF/SR con VIH y salud materno-infantil (SMI).

El proyecto Meeting Targets and Maintaining Epidemic Control (EpiC) es un proyecto de siete años financiado por USAID que está diseñado para romper las barreras persistentes a los objetivos 95-95-95 y promover la gestión autosuficiente de los programas nacionales de virus de la inmunodeficiencia humana (VIH). En respuesta a las necesidades de la misión y del país, EpiC proporciona rápidamente una asistencia técnica eficiente, asequible y basada en resultados, así como una prestación directa de servicios adaptada al contexto y a la epidemiología que resulta eficaz para aumentar, ampliar y mantener los servicios y

sistemas de VIH para el control de la epidemia a largo plazo. Además, EpiC se ha modificado para aplicar los fondos de COVID-19 con el fin de prevenir, prepararse, responder y reforzar los sistemas sanitarios para hacer frente a COVID-19 y su reaparición.

Cronograma

La fecha límite para enviar propuestas es el 6 de marzo de 2024. Se requiere que la cotización tenga un período de validez de 30 días. Esperamos emitir un contrato antes de 60 días a partir de la fecha de cierre de la convocatoria, siempre que se puedan finalizar las debidas investigaciones de antecedentes.

Ámbito del trabajo y normas afines

A partir de la fecha acordada entre Palladium y la empresa seleccionada, esta se encargará de la administración, la contabilidad, la inscripción y el archivo de las transacciones de Palladium en Honduras, de conformidad con las leyes nacionales del país. Esto incluye, sin limitación alguna, la elaboración y el envío de todos los informes financieros que se requieran. Palladium se encargará de suministrar la información que necesite la empresa seleccionada para tener acceso a las transacciones en el marco de los proyectos de Palladium, así como para poder finalizar los informes contables necesarios para poder disponer de una contabilidad fiscal precisa, verificable y actualizada.

Además, la empresa seleccionada deberá elaborar un detallado calendario anual y mensual de todas las actividades, tareas y personal designado a estas. Este plan incluirá un calendario de productos a entregar y la presentación de informes al Servicio de Administración de Rentas (SAR) de Honduras y a otras entidades reguladoras pertinentes.

La empresa escogida también elaborará y revisará políticas pertinentes a depósitos y transferencias bancarias internacionales, caja chica, salarios, bonificaciones, donaciones, clasificaciones del SAR y del Régimen de Aportaciones y Pensiones (RAP), del Instituto Hondureño del Seguro Social (IHSS) y de otros entes (como el INFOP, las municipalidades para el impuesto vecinal, etc.) que se requieran de conformidad con los pagos que estipulan las leyes de este país, a fin de velar por el cumplimiento de los reglamentos financieros locales.

La empresa seleccionada asesorará a Palladium para velar por el cumplimiento fiscal de las leyes hondureñas y ofrecerá estrategias financieras, administrativas y tributarias para satisfacer los requisitos legales y prestar asistencia, según sea pertinente, a las actividades de Palladium con relación a esos requisitos.

La empresa seleccionada conciliará las cuentas necesarias, según se requieran para la presentación de informes fiscales, lo que incluye, sin limitación alguna, los anticipos efectuados a los empleados y los consultores, el cobro del IVA (ISR /ISV), las cuentas por pagar por ingresos o pérdidas fiscales, los pagos al SAR para los empleados y otra mano de obra, y otras cuentas de balance.

La empresa seleccionada generará los libros contables necesarios, según lo exijan las leyes hondureñas (diario, mayor, balance, estados financieros y de integración general).

La empresa seleccionada actualizará y revisará la preparación de los libros siguientes: diario, mayor y balance, así como informes mensuales del diario, según lo exijan las leyes de Honduras, y también imprimirá los libros contables necesarios en un plazo de 25 días a partir del cierre de cada mes calendario.

La empresa seleccionada preparará, revisará y presentará los libros de compras, ventas e inventarios.

La empresa seleccionada brindará asesoría sobre los procesos de exención del ISV para proyectos específicos financiados por donantes y para los fondos recibidos del extranjero para utilizarlos en proyectos financiados por donantes internacionales, incluidos otros gobiernos.

La empresa seleccionada preparará los cálculos tributarios mensuales y anuales para los informes sobre el impuesto sobre la renta (ISR), el Régimen de Aportaciones y Pensiones (RAP) y el Instituto Hondureño del Seguro Social (IHSS) de todos los empleados, lo que incluye despidos y aumentos o reducciones salariales, así como la presentación de tales cambios ante las entidades pertinentes.

La empresa seleccionada también presentará todos los informes que se deban entregar al gobierno o a otras entidades hondureñas encargadas del control y de los requisitos fiscales. Se presentarán estos informes a Palladium al menos cinco (5) días hábiles antes del plazo de entrega para su revisión.

La empresa seleccionada deberá presentar a Palladium los siguientes informes firmados a una tarifa fija del 3% o menos:

- **Informes mensuales:** balance general, estado de resultados, copia de los libros contables, actualización del RAP y del IHSS para los empleados cuando así se requiera, creación y envío de la plataforma del SAR, el RAP y el IHSS, y finalización de los formularios necesarios para el pago de los informes mensuales del RAP, el IHSS y el SAR.
- **Informes trimestrales:** balance general y estado de resultados.
- **Informes anuales:** balance general, estado de resultados, estado de caja, estado de cambios en los activos/pasivos, conciliación de los impuestos sobre la renta e informe estadístico del empleador para el Ministerio de Trabajo.

La empresa seleccionada revisará los inventarios de Palladium en Honduras para presentárselos a las autoridades tributarias locales.

La empresa contable seleccionada deberá informar y poner al día al personal de Palladium, en un plazo de diez días hábiles, sobre cualquier cambio en los reglamentos o las normas fiscales que puedan repercutir de alguna manera en Palladium.

Evaluación y proceso de adjudicación

Contratación con el mejor valor.

Propuesta técnica: 50 puntos.

Propuesta de costos: 50 puntos.

Puntos totales posibles: 100 puntos.

- La propuesta técnica deberá:
 - Incluir la siguiente información, la cual se deberá identificar claramente:
 - experiencia en la realización de labores similares para otros programas de desarrollo internacional o financiados por donantes;
 - experiencia en asesorías a empresas sobre impuestos al valor agregado (IVA) para programas financiados por USAID;
 - un esquema de muestra sobre los requisitos y los plazos previstos para la presentación de informes mensuales y anuales (incluidos los informes de nóminas). Se deberá presentar un esquema en el caso de que una entidad esté inscrita como organización sin fines de lucro y otro en el caso de que una entidad esté inscrita como una sucursal o filial local;
 - precios de muestra para finalizar los informes si se cancela o se termina la inscripción de la entidad como organización sin fines de lucro;
 - tarifas expresadas en lempiras o en dólares estadounidenses (si se desea, se pueden incluir cuadros con desgloses de estas tarifas como anexo). Las tarifas deberán incluir precios de las consultas sobre los procesos de exención del ISV;
 - la metodología propuesta para la dotación de personal, lo que incluye información sobre si se asignará un punto central de contacto;
 - alguna prueba de la inscripción de la empresa en Honduras; e
 - información de contacto de al menos dos referencias profesionales.
- La propuesta de costos deberá incluir lo siguiente:
 - Si el pago se efectuará en lempiras o en dólares estadounidenses.
 - Los impuestos correspondientes para todos los precios.
 - Precios de las tarifas por las consultas sobre los procesos de exención del ISV.
 - Los plazos previstos para los pagos.
 - Una cotización de precios si una entidad está inscrita como organización sin fines de lucro y otra si una entidad está inscrita como una sucursal o filial local.

- Una cotización de precios para finalizar informes de cierre si se cancela o se termina la inscripción de la entidad como organización sin fines de lucro.
- Excluyendo cualquier variación en las tasas arancelarias o en el tipo de cambio, los licitadores deberán señalar si los precios ofrecidos:
 - son firmes; es decir, si los precios ofrecidos no variarán (ya sea con un alza o una baja de estos) por alguna razón;
 - son firmes durante un período determinado, en cuyo caso se deberá señalar cuál es ese período;
 - están sujetos a otras variaciones de precios (ya sea con un alza o una baja de estos).

Palladium se reserva el derecho de adjudicar el contrato bajo esta convocatoria sin necesidad de realizar negociaciones adicionales. Se exhorta a los oferentes a presentar sus términos y precios más favorables con el envío de su propuesta original.

INTEGRIDAD Y ÉTICA DE LA CONTRATACIÓN

Es política de Palladium que no se intercambien regalos de ningún tipo y de ningún valor entre los proveedores/contratistas y el personal de la empresa. Si se descubre un intercambio de este tipo, esto será motivo de descalificación de ese proveedor o contratista para su participación en cualquier contratación de Palladium y también podrá dar origen a medidas disciplinarias contra el personal de Palladium que haya participado en las transacciones que se han descubierto.

Instrucciones para los oferentes

Se requiere el envío de los siguientes documentos como parte de la propuesta:

- La propuesta técnica.
- La propuesta de costos.
- Pruebas de la responsabilidad del contratista: una reseña de sus recursos financieros, licencias, garantías bancarias, historial crediticio, etc.
- Certificaciones y declaraciones en virtud del contrato (anexo).
- Informe sobre su desempeño anterior.

Anexos

Por favor revise la documentación adicional, así como los términos y las condiciones que se proponen, los cuales deberán tenerse en cuenta cuando elabore su propuesta. Al enviar su licitación, usted dará fe de que está de acuerdo con los términos y las condiciones del contrato, tal como se incluyen en esta convocatoria, y que todos los precios contienen todos los aspectos relativos al cumplimiento requerido de los términos y las condiciones del contrato propuesto.

- Formulario de verificación de referencias del proveedor.
- Formulario de diligencia debida.
- Cuestionario anticorrupción internacional — asuntos exteriores.
- PLANTILLA. Subcontrato de servicios a precio fijo cerrado (FFP, por sus siglas en inglés) bajo costos más tarifa fija (CPFF, por sus siglas en inglés) de USAID (**copia del contrato — en blanco con todas las condiciones del caso, incluidas las obligaciones transferidas**).

Ambas partes deberán firmar todo contrato u orden de compra que surja de esta licitación, para que se consideren como válidos y en vigor. Todos los costos relacionados, sin limitación alguna, con la producción, la elaboración, la entrega de bienes y la prestación de servicios, incluidos los envíos, que acepte el personal de Palladium sin un contrato o una orden de compra totalmente ejecutados (es decir, firmado por ambas partes), correrán solamente por cuenta y riesgo del proveedor. Palladium no se hará cargo de ningún costo, sin limitación alguna, relacionado con la producción, la elaboración, la entrega de bienes y la prestación de servicios bajo este o cualquier otro contrato u orden de compra, si ambas partes no han firmado los debidos documentos.

Si se acepta su propuesta, se requerirá que usted suscriba el contrato estándar de la empresa para los tipos de bienes o servicios en cuestión. Al suministrar los bienes y prestar los servicios mencionados, usted deberá cumplir con las políticas de la empresa, lo que incluye, sin limitación alguna, su Código de conducta para socios comerciales y cualquier término que sea pertinente para los clientes. Los posibles proveedores también deberán cumplir con ese código de conducta de la empresa en la presentación de cualquier propuesta conforme a esta convocatoria.

Si está licitando como parte de una empresa conjunta, asociación o entidad similar, por favor indíquelo claramente en su propuesta. Asimismo, si usted propone la subcontratación de alguna parte del suministro de bienes o de la prestación de servicios, también manifiéstelo así en la propuesta. La empresa podrá solicitarle información adicional y la aprobación de la subcontratación no será automática, ya que los subcontratistas estarán sujetos al proceso de diligencia debida de Palladium y es posible que deban someterse al proceso de investigación de socios por parte de USAID.

Annex:

Tarifas de proyecto: 1 de abril 2024 a 1 de abril 2025

| Budget Item | Amount (USD) |
|--------------------|---------------------|
| Staff | \$ 657,969 |
| Travel | \$ 76,694 |
| Benefits | \$ 301,549 |
| Rent | \$ 50,761 |
| Utilities | \$ - |
| Total | \$ 1,086,975 |

*partidas presupuestarias sujetas a cambios

Documento de Preguntas y Respuestas (RFP)
Palladium Honduras
29/02/2024

Q1: ¿Están actualmente registrados en Honduras?

A: Sí, Palladium Group Honduras S.A. está debidamente constituida y con Registro Tributario Nacional.

Q2: ¿Tienen estatus legal? ¿Registrados en el Ministerio del Interior?

A: Sí, Palladium Group Honduras S.A. está debidamente inscrita en el Registro Mercantil de Francisco Morazán

Q3: ¿Tienen registro tributario?

A: Sí

Q4: ¿Han presentado declaraciones ante la SAR (Servicio de Administración de Rentas)?

A: No, porque no estábamos registrados en la SAR y nuestras operaciones están siendo canalizadas a través de un *employer of record*. Ahora que tenemos registro legal y con registro tributario, Palladium Group Honduras S.A. hará las declaraciones ante la SAR que correspondan.

Q5: ¿Podrían proporcionarnos información sobre el estado actual de Palladium International en Honduras?

A: Si la pregunta es con respecto al estatus legal de la compañía conforme al marco regulatorio hondureño, confirmamos que Palladium Group Honduras S.A. tiene estatus legal.

Q6: ¿Cuentan con procesos de registro/procedimientos de exención ante la Secretaría de Finanzas?

A: No, para realizar este proceso se deben de tener los registros previos para inicio de operaciones.

Q7: ¿Hasta qué período está actualizada la contabilidad fiscal?

A: Los gastos se han pagado con fondos desde casa matriz y los registros contables se han realizado allá, pero acá tenemos la documentación soporte en físico. El periodo corresponderá al inicio de las operaciones bajo Palladium Honduras.

Q8: Qué tipo de permisos/procedimientos tienen ante la Alcaldía?

A: Pendiente de solicitar el permiso de operación

Q9: Nuestra firma cuenta con programas especializados de Contabilidad y de Nómina para brindar los servicios, deseamos saber si estarían de acuerdo con utilizar nuestros programas, ¿o desean que se maneje en sus programas contables y de nómina?

A: Estamos de acuerdo con utilizar sus programas. Tenemos un programa de Timesheets que utilizamos

Q10: ¿En la fecha actual Palladium Honduras, ya cuenta con su Registro Tributario Nacional – RTN o debemos apoyarles en la obtención del mismo?

A: Ya se cuenta con el mismo.

Q11: ¿Palladium Honduras ya se encuentra registrado en las diferentes instituciones fiscales; SAR, Alcaldía Municipal y las diferentes instituciones patronales – IHSS, RAP, ¿y INFOP o necesitaran de apoyo?

A: Registro en la SAR, y Camara de Comercio en proceso de registro en la Alcaldía Municipal, RAP e INFOP

Q12: ¿Cuántos empleados tendrán, y si esta cantidad en promedio se mantendrá durante la vida del proyecto?

A: Estimamos 17 personas, en promedio hemos tenido 9 a 10

Q13: ¿El pago de la nómina será mensual o quincenas?

A: Mensual

Q14: ¿Los empleados tendrán el estatus de empleados permanentes, temporales o algunos de ellos tendrán la categoría de consultores?

A: La mayoría de los empleados tendrán contratos permanentes y dependiendo de la disponibilidad de financiamiento para los diversos proyectos implementados por Palladium, se determinará si son sujetos a contratos temporales. Además de los empleados, Palladium también contará con consultores con base en términos de referencia y montos financieros establecidos para cada consultoría.

Q15: Deseamos saber si requieren que la firma que seleccionen realice la acción de pago a cada uno de los empleados.

A: La empresa a contratar elaborara la planilla haciendo cálculos cada mes, la oficina de Honduras revisa y da aprobación, para que depositemos directamente al staff. La empresa debe hacerse cargo de la deducción del seguro social, el impuesto sobre la renta y otros que les aplique; y pagarlos mensualmente a las instituciones que corresponde. La empresa contratada deberá de proveer opciones para hacer la debida diligencia.

Q16: ¿La falta de experiencia específica con USAID u otras compañías de desarrollo internacional podría ser un factor potencial de descalificación para esta solicitud de propuestas (RFP)?

A: No necesariamente, pero será un factor importante para el proceso de evaluación.

Q17: ¿Desde cuándo están operando?

A: La operación de Palladium Honduras inicia en el 2024.

Q18: ¿Cuánto personal es extranjero y cuánto es local?

A: En total, serian 17 personal local y 0 personal extranjero.

Q19: ¿Tienen otras oficinas en otras zonas del país?

A: No tenemos otras oficinas en otras zonas del país. La única oficina se encuentra en Tegucigalpa, sin embargo, contamos con personal en San Pedro Sula

Q20: Qué volumen de operaciones se realizan a diario, semanal, ¿mensual?

A: Considerando el pago de nómina persona por persona, renta, servicios públicos, talleres y eventos, compras y viajes estimamos 30 operaciones mensuales. Se estima un rango entre \$US60,000-80,000 al mes

Q21: ¿Quién les presta actualmente los servicios solicitados? ¿Están cambiando de proveedor de servicios?

A: Actualmente trabajamos con un empleador registrado. Estamos concluyendo nuestra situación de registro en el país y transferiremos nuestro personal del empleador de registro a nuestra empresa.

Q22: Se han presentado todas las declaraciones que como Obligado Tributario.

A: No, porque no estamos constituidos como sociedad, no estamos inscritos en el Servicio de Administración de Rentas

Q23: ¿Se les dará seguimiento a las cifras contables anteriores a la contratación de este servicio?

A: No, porque el servicio se prestará a Palladium Honduras que se ha constituido en el 2024.

Q24: En la sección de Proyectos, incluye un párrafo que se refiere a que es un proyecto financiado por el Plan de Emergencia del presidente de los Estados Unidos para el Alivio del Sida (PEPFAR, por sus siglas en inglés) y USAID. Su propósito es incrementar y mantener el acceso a datos de calidad, a fin de agilizar el control de la epidemia de COVID-19 y de VIH. Pero no describe si el ofertante tendrá la obligación de preparar algún tipo de información para los organismos que financian el proyecto.

A: No directamente, el oferente preparará los informes y documentos indicados en la RFP para el Servicio de Administración Tributaria (SAR) de Honduras, así como para otras entidades, según lo exigido por las leyes de ese país. La preparación de dichos informes y documentos deberá realizarse según las normas y reglamentos de USAID y de Palladium.

Q25: No describe si los servicios deben ser prestados en sus instalaciones, debido a la naturaleza de los contratos que manejamos

con nuestros clientes actuales, los servicios son prestados en nuestras instalaciones y con nuestras herramientas.

A: El servicio solicitado es externo por ende puede realizarse en las oficinas del contratante.

Q26: Agradeceremos nos aclaren si el FFP es una tarifa fija global o se pueden desglosar tarifas fijas por cada servicio.

A: Esto debe corresponder a la oferta de servicios propuesta con la empresa a contratar.

Anexos

Formulario de referencias

Estrictamente comercial, confidencial y sin perjuicio.

Privacidad y diligencias previas

¿Está de acuerdo con que el candidato vea el contenido de esta referencia? Sí No

...

Parte 1: Información del candidato

Estrictamente comercial, confidencial y sin perjuicio.

Nombre del candidato:
Meliza Reyes Saenz

Contacto de RRHH:

Nombre del recomendante

Puesto del recomendante

| | | |
|--|--------------------|-------|
| Información de contacto del recomendante | Tel. móvil (502) | (502) |
| | Tel. | ... |
| | Correo electrónico | ... |

Función que desempeñó mientras trabajaba con/para usted

¿Cuánto tiempo ha tenido de relación laboral o consultoría con el candidato? ...

¿Se reportaba directamente a usted? Sí No

Fecha de empleo Desde Hasta ...
(Si se desconocen fechas exactas, anotar fechas aproximadas)

¿Cuál fue el motivo para dar por terminada la relación laboral? ...

¿Volvería a contratarle? Sí No

¿Qué se puede decir sobre el carácter y la ética de trabajo del candidato? ¿Entrega resultados de calidad a tiempo?.

...

¿Cómo describiría el trato del candidato para establecer relaciones con compañeros de trabajo, subordinados (si aplica) y supervisores? .

¿Cómo describiría la manera de pensar de esta persona? ¿Analítica, conceptual, uso de pensamiento crítico? ¿Puede proporcionar un ejemplo?. ...

¿Le recomendaría para este puesto? ¿Asesor sobre calidad de datos y desarrollo de capacidades? ¿Por qué sí o por qué no?

Sírvase proporcionar la siguiente información sobre el candidato:

Fortalezas

Limitaciones

Motivaciones

Desmotivadores

Áreas que deben mejorarse

Parte 2: Preguntas técnicas específicas

Sírvase responder las siguientes preguntas técnicas específicas (si aplica)

Pregunta 1 Por favor, comente la experiencia del candidato en el diseño e implementación de cambios impulsados por la tecnología en una organización.

Pregunta 2: Comente la capacidad del candidato para traducir las metas y los objetivos institucionales de alto nivel en actividades medibles y realizables.

Pregunta 3: Comente la capacidad del candidato para facilitar eficazmente la colaboración entre las partes interesadas cuando existen intereses contrapuestos.

Pregunta 4: Comente la capacidad del candidato para proporcionar apoyo y dirección técnica al personal bajo su supervisión.

Parte 3: Otra información

¿Algún otro comentario que desee hacer?

...

Fecha

...Firma

Proporcione respuestas e información sobre todas las preguntas a continuación. Para cualquier respuesta que requiera más espacio del que se proporciona en este formulario, adjunte la respuesta completa en una hoja separada. A la dirección que le permite el ley, toda la información proporcionando en esta forma se llevará a cabo de manera confidencial y no se transmitirán a terceros sin previo aviso y aprobación.

Parte 1 Identificación de información

Parte 1 a

Para completar si una **organización**

Nombre de la organización:

Dirección de la sede de la organización / oficina principal :

País o países donde se realizarán las actividades:

Sitio web para la organización:

Nombre del propietario / director gerente de la organización:

Enumere cualquier nombre (s) anterior (es) propietario / director gerente de la organización:

Parte 1 b

Para ser completado , ya sea si un **individuo** o, si una **organización** para ser llenado por el propietario / gerente de la ORGANIZACIÓN

Nombre legal completo (como está escrito en el pasaporte o tarjeta de identificación nacional)

Domicilio particular del director o propietario / gerente , número de teléfono y dirección de correo electrónico:

Tarjeta de identidad / pasaporte:

Nacionalidad: ...

Teléfono: ...

Parte 2 de negocios i nformación

Para ser completado por el propietario/gerente

una **Empresa unipersonal** **Asociación** **Corporación** **Sin fines de lucro** **Otro**

Si es otro, especifique a continuación:

...

si ¿Está registrada esta organización ? Si es así, tenga en cuenta el país y el número de registro a continuación. **si** **No**

...

re ¿Es la entidad una organización que cotiza en una bolsa de valores pública ? Si es así, proporcione detalles relevantes a continuación. **si** **No**

...

mi Si corresponde, enumere a continuación las empresas matrices o filiales:

...

¿Algún funcionario público o entidad gubernamental tiene algún interés financiero, administrativo o de control en su organización ? Si es así, proporcione detalles y nivel de interés a continuación. **si** **No**

...

Enumere los nombres completos y la fecha de nacimiento de todos los directores de su organización. (Nota: el término "Principal " incluye, entre otros, los ejecutivos, socios, propietarios, directores, fideicomisarios u otros que ejercen el control sobre su organización).

...

Parte 3 Cumplimiento, la salud y seguridad

¿Tiene la organización una política institucionalizada de controles financieros e internos ?
Si es así, adjunte o proporcione los detalles a continuación.

...

¿Tiene la organización una política de salud y seguridad ocupacional (OHS)?
Si es así, adjunte o proporcione los detalles a continuación.

...

Indique si la organización cumple con los requisitos legislativos del seguro obligatorio donde se realizarán los negocios y adjunte la certificación o proporcione detalles por país o países.

...

Parte 4 Relaciones con Gobierno

Para ser completado por el individuo o propietario / director gerente de la organización

Por favor, indique si:

Usted es un funcionario público actual
(como ese término se define en la Parte 7 a continuación)

Su organización emplea a un funcionario público actual (*si corresponde*)

Usted es un pariente cercano
(es decir, madre, padre, hermana, hermano, cónyuge o hijo)
de un funcionario público

Cualquier director de su organización tiene
un pariente cercano que sea un funcionario público (*si corresponde*)

Para cualquier persona identificada como pariente cercano arriba, proporcione su nombre (apellidos y nombre de pila), título, relación con usted o la organización , y las responsabilidades del gobierno, agencia o empresa o empresa controlada por el gobierno . Si se necesita espacio adicional, adjunte una hoja de papel por separado.

...

Parte 5 Conducta Anterior

Para ser completado por el individuo o propietario / director gerente de la organización

¿Alguna vez (o algún Director de su organización) ha sido investigado, acusado, condenado o implicado de otra manera en una conducta criminal, corrupta, poco ética o ilegal?

(Si corresponde) ¿Alguna vez se ha investigado, acusado, condenado o implicado de otra manera a la organización, o alguna subsidiaria o afiliada de su organización, en una conducta criminal, corrupta, poco ética o ilegal?

(Si es aplicable) ¿Ha la organización nunca ha emitido una sanción o cometido una violación de la ley o regulación ?

En caso afirmativo de cualquiera de los anteriores, describa las circunstancias a continuación:

...

Parte 6 Adicional

Para ser completado por el individuo o propietario / gerente

Proporcione a continuación cualquier información adicional que pueda ayudar a la empresa a realizar su revisión de diligencia debida. Si se necesita más espacio, adjunte una hoja separada.

...

Parte 7 Certificación

Para ser completado por el individuo o propietario / gerente

Por la presente certifico que:

Que yo sepa, toda la información en esta respuesta es veraz, correcta y completa;
He leído la información en los sitios web que se detallan a continuación y estoy familiarizado con los requisitos de estos estatutos anticorrupción:

Ley de Soborno del Reino Unido de 2010 ;

Código penal australiano ;

Ley de Prácticas Corruptas en el Extranjero de EE .

He leído la definición de Funcionario público a continuación y declaro que ni yo, ni ninguno de los miembros de mi familia inmediata, somos Funcionarios públicos , excepto como se reveló anteriormente.

Nunca he pagado, aprobado para el pago o proporcionado de otra manera, directa o indirectamente, nada de valor para un Funcionario Público por ningún propósito indebido, corrupto o ilegal, ni lo haré; y nunca he creado una factura falsa o manipulado de otra manera la documentación para disfrazar hacer un pago o de otra manera proporcionar algo de valor a un Funcionario Público para cualquier propósito, ni lo haré yo.

NOTA: " Funcionario público " significa cualquier persona, ya sea elegida o nombrada, que ocupa un cargo o cargo ejecutivo, legislativo, administrativo o judicial en cualquier entidad pública, incluida cualquier agencia internacional. Además, " Funcionario público " incluye a cualquier persona que desempeñe funciones públicas en cualquier rama del gobierno nacional, estatal, local o municipal de cualquier país o territorio o que ejerza una función pública, por empleo o por contrato, para cualquier entidad pública, agencia o empresa de dicho país o territorio, incluidas las empresas estatales o controladas. La definición de " funcionario público " también incluye a cualquier funcionario de un partido político o cualquier candidato para un cargo político.

Por la presente, reconozco que Palladium me ha informado que puede intentar obtener un informe de investigación que incluirá información personal sobre mí, incluidos, entre otros, antecedentes educativos y laborales, referencias laborales y condenas penales o registros de arresto si está permitido, para ayudar a Palladium a determinar si puede llegar a un acuerdo conmigo o con mi organización . Por la presente, doy mi consentimiento para que Palladium realice esta investigación y obtenga los informes que otras empresas subcontratadas para tal fin puedan proporcionarle a Palladium .

Por la presente, reconozco que he revisado el Código de conducta para socios comerciales y que yo y / o mi organización cumplirán con todos los requisitos establecidos en dicho Código .

Firma:

Nombre:

Título:

Fecha:

International Anti-Corruption Questionnaire

Please complete and sign this form and provide it to your Palladium Contact. To the extent permitted by law, all information provided in the form will be held in confidence and not disclosed to any third parties without prior notice and approval.

| Section 1 – Company Information | | |
|--|--------------------------------|--|
| Company Name | Company Web Site | |
| Address | | |
| Name of Representative Signing this Questionnaire | Title | |
| Address | | |
| Telephone | Fax | E-mail |
| Business Type: <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Joint Venture <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> LLC <input type="checkbox"/> Other (explain): | | |
| Place of Incorporation (or equivalent registration) | Commercial Registration Number | Date of Establishment Number of Employees |

| Section 2 - Questionnaire | | |
|---------------------------|--|--|
|---------------------------|--|--|

Please attach additional pages as needed to provide a complete response to each question.

1. Project Information

- a. Please describe the nature of the project being considered (the “Project”) and the role and responsibilities of your company (the “Company”) for the Project:
- b. Please provide a short description of the Company and its qualifications for the proposed Project:
- c. Has the Company conducted business previously with Palladium or any of its subsidiaries? If yes, please describe, including time frame and contact information.
- d. Will the Company receive any fee, reimbursement, or other compensation from Palladium in connection with the Project? No Yes. If Yes, please explain in detail:

2. Company Ownership & Management

- a. Are the securities of the Company traded publicly? No Yes. If Yes, identify the exchange(s) where traded:

- b. Identify the owner(s)/shareholder(s) of the Company and the nationality and percentage interest held by each. Provide the address, business, and employment background of each owner on a separate page attached to this Questionnaire. Also attach an organization chart showing the Company's relationship to any parent and/or subsidiary.

Notes: (i) If ownership is held in whole or in part by an entity, identify the owners, the percentage held by each, and the form of organization and governing jurisdiction of that owning entity (and similarly for any higher-tier owning entities) so that ultimate ownership is specified. (ii) If you answered yes to question 2.a. above, the list of owners/shareholders need only refer to persons directly or indirectly holding an ownership interest greater than 5% of any class of the Company's securities.

| Owner(s)/Shareholder(s) | Nationality | % Ownership |
|-------------------------|-------------|-------------|
| | | |
| | | |
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| | | |
| | | |
| | | |

- c. Please identify the principal officers of the Company, the nationality and employment background of each:

| Names/Titles of Principal Officers | Nationality | Employment Background |
|------------------------------------|-------------|-----------------------|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

3. Governmental Connections of the Company *(With respect to a country with a royal family, members of the royal family are to be considered government or public officials in responding to this section.)*

- a. Is the Company owned or controlled by any government or government-owned or controlled company ("instrumentality")?
 No Yes. If Yes, describe the governmental ownership and/or controlling interest:
- b. Does the government or Royal Family subsidize the Company? No Yes. If Yes, describe:
- c. Is any owner, director, officer, employee, or other representative of the Company a current or former official or employee of the government of the country or any agency, military branch, or instrumentality thereof (including a government-owned or government-controlled company)? No Yes. If Yes, identify each person, his/her last date of employment, and government department, agency or instrumentality:

- d. Is any owner, director, officer, employee, or other representative of the Company an official of any political party or candidate for political office? No Yes. If Yes, explain in detail:
- e. Does or will the Company or any owner, director, officer, employee, or other representative of the Company have any family (by blood or marriage) or business relationship with any official or employee of the government of the country or any agency, military branch, or instrumentality thereof (including a government-owned company)? No Yes. If Yes, explain each relationship:
- f. Does or will any government or public official or employee or any official of any political party or candidate for political office have any interest in, or receive any benefit from, the proposed Project? No Yes. If Yes, explain in detail:
- g. During the past five years, has the Company provided monetary or other contributions to any government or public official, political party, political campaign, or government department, agency, or instrumentality? No Yes. If Yes, explain in detail, including the recipient, date, amount, and nature of the contribution:
- h. During the past five years, has the Company provided hospitality to any government or public official, including meals, entertainment, transportation, hotels, gifts, etc.? No Yes. If Yes, explain in detail:
- h. During the past five years, has the Company provided any facilitating or expediting payments to any government or public official, department, agency, or instrumentality? No Yes. If Yes, explain in detail, including the name of the recipient, date, amount, and nature of the payment:
- i. Is the Company aware of any other relationships, connections, or ties to any government or public official or employee or any official of any political party or candidate for political office such that execution of the Project could be expected to affect the award of business to Palladium or affect the evaluation, payment approval, or other aspect of the administration of any Palladium business with the government of the country? No Yes. If Yes, explain in detail:

4. Allegations and Legal Proceedings

- a. During the past five years, has the Company, any affiliate (any entity controlling, controlled by, or under common control with the Company), any predecessor entity or affiliate of the Company, or any present or former owner, director, officer, or key employee been the subject of any allegations of fraud, misrepresentation, bribery, or other similar activity in the media or other forum?
 No Yes. If Yes, please explain in detail:
- b. Has the Company, any affiliate (as defined above), any predecessor entity or affiliate of the Company, any present or former owner, director, officer, or key employee ever been debarred, suspended, or otherwise restricted from doing business with any government or been notified that such action is pending? No Yes. If Yes, please explain in detail:
- c. Has the Company, any affiliate (as defined above), any predecessor entity or affiliate of the Company, or any present or former owner, director, officer, or management representative ever been charged with a criminal act or been the subject of a civil or criminal investigation or any other proceeding involving an allegation of fraud, misrepresentation, bribery, or other similar activity?
 No Yes. If Yes, explain in detail:
- d. During the past ten years, has the Company, any affiliate (as defined above), any predecessor entity or affiliate of the Company, or any present or former owner, director, officer, or management representative had a criminal conviction? No Yes. If Yes, explain in detail:

- e. Does the Company have any pending material legal proceeding or have any pending proceeding in bankruptcy or insolvency? No Yes. If Yes, explain in detail including identification of the jurisdiction and case number of any proceeding:

5. Representative, Consultant, or Agent Practices

- a. Does the Company have currently or has it had within the past three years a sales representative, consultant, or agent of any kind entitled to a commission or other fee or payment with respect to the Company's business or activities in the country? No Yes. If Yes, provide complete details of all such person(s) and the associated business arrangement(s):
- b. Does the Company intend to use a sales representative, consultant, or agent of any kind in connection with the proposed Project? No Yes. If Yes, provide complete details of all such third parties and the associated business arrangements, including any intermediation between the sales representative, consultant, or agent and any governmental or public official or entity on behalf of this proposed Project:
- c. Does the Company require anti-corruption training of its consultants and, if so, how often? No Yes.

6. Company Policies and Procedures

- a. Does the Company require anti-corruption training of its employees and, if so, how often? No Yes.
- b. Does the Company have a Code of Ethics, Code of Business Conduct, or similar policy? No Yes. If Yes, please provide a copy.
- c. Does the Company have any policy or procedure regarding investigation or the performance of anti-corruption due diligence prior to the engagement of sales representatives, consultants, or other agents? No Yes. If Yes, please provide a copy.
- d. Does the Company have any policy or procedure regarding the giving of gifts, business courtesies, gratuities, or hospitality to commercial relations and government or public officials, by Company personnel or its consultants, representatives, or agents? No Yes. If Yes, please provide a copy.
- e. Does the Company have any policy or procedure regarding compliance with laws prohibiting bribery or corruption of commercial enterprises and public officials? No Yes. If Yes, please provide a copy.
- f. Does the Company have any policy or procedure regarding facilitating or expediting payments to government or public officials, departments, agencies, or instrumentalities? No Yes. If Yes, please provide a copy.
- g. Does the Company have any policy or procedure regarding the management and protection of proprietary information of others? No Yes. If Yes, explain in detail or provide a copy:
- h. Does the Company have any policy or procedure regarding the management and protection of information and goods with respect to which military or security classifications apply and/or with respect to which national or international export controls apply? No Yes. If Yes, explain in detail or provide a copy:
- i. Does the Company conduct any audits, assessments, or other reviews of its compliance with these policies and procedures? No Yes. If Yes, explain in detail:
- j. Does the Company have an implemented a GAAP compliant accounting system or an equivalently-rated system (e.g., IFRS)? No Yes. If No, describe the Company's accounting system:

- k. Does the Company undergo periodic audits by a third party or outside accounting/audit firm?
 No Yes. If Yes, describe the frequency and the auditing party:

- l. Does the Company require its employees and agents to provide itemized invoices and receipts in order to be reimbursed for all expenses, including hospitality and entertainment? No Yes. If No, provide a brief explanation:

- m. Are cash payments permitted by the Company? No Yes. If Yes, describe under what conditions and controls:

Section 3 – Certification

Please number consecutively and initial any additional pages. Additional pages should reference the information provided to the corresponding number and letter on this Questionnaire.

How many additional pages are attached containing responses to any of the items above? _____

The Company representative signing below represents that he or she is authorized to sign this Questionnaire on behalf of the Company and that Palladium may rely upon a scanned or faxed signature as binding upon the Company.

The Company understands that Palladium will rely on the above information and other business information provided by the Company in determining whether to enter into an agreement with the Company regarding the Project (as it may change from time to time), and that, in addition to any other remedies that may be available, any false or misleading information provided by the Company shall be grounds for the immediate termination of any such agreement.

The Company agrees to immediately notify Palladium of any change of status regarding any information provided in Section 2, items 2 – 6 above.

| | |
|--------------|------|
| Company Name | |
| Signature | |
| Name | |
| Title | Date |

**FIXED PRICE SERVICES CONTRACT (2 C.F.R. 200.22)
UNDER USAID COOPERATIVE AGREEMENT
("Contract")
ISSUED PURSUANT TO 2 C.F.R. 200.317-326**

COVER SHEET

| | |
|--|--|
| Company Name ("Company") | Palladium International, LLC |
| Company Country | United States of America |
| Address | 1331 Pennsylvania Ave NW, Suite 600, Washington, D.C. 20004 |
| Company Technical Representative Name and Title | |
| Company's Technical Representative Email | |
| Company Contracting Representative Name and Title | Olga Wall, Chief of Compliance & Contract Administration |
| Company's Contracting Representative Email | Olga.Wall@thepalladiumgroup.com |
| Company Contracting Representative Name and Title (Alt) | Nicholas Monahan, Manager, Contracts & Grants |
| Company's Contracting Representative Email (Alt) | Nicholas.Monahan@thepalladiumgroup.com |
| Contractor's Name ("Contractor") | |
| Contractor's DUNS Number | |
| Address | |
| Contractor's Technical Representative Name and Title | |
| Contractor's Technical Representative Email | |
| Contractor's Contracting Representative Name and Title | |
| Contractor's Contracting Representative Email | |
| Project Name ("Project") | |
| Contract Number: | |
| | |
| Client ("Client") | |
| Prime Agreement/Grant date and parties ("Prime Agreement") | |
| Prime Agreement Currency | |
| | |
| Effective Date of this Contract ("Effective Date") | |
| Term ("Term") | |
| Contract Total Amount & Type: | Firm Fixed Price Performance Based [INSERT CEILING] |
| Country of Performance ("Cooperating Country") | |
| Jurisdiction ("Jurisdiction") | District of Columbia, United States of America |
| Contract Currency ("Contract Currency") | |
| Records Retention Period ("Records Retention Period") | 3 years after final payment and release |
| Payment by: | Wire Transfer/Check |

This Contract is governed by the laws of the Jurisdiction and the Parties submit to the jurisdiction of the courts of such place. This Contract constitutes the entire agreement between the Parties. Any prior understanding, representation or warranty of any kind preceding the date of this Contract is hereby superseded by this Contract.

Signed for the
Company:

Signed for the
Contractor:

Name:

Name:

Title/Role:

Title/Role:

Date:

Date:

GENERAL TERMS AND CONDITIONS

This Contract is made between **Palladium International, LLC** (the “Company”), a Limited Liability Company incorporated under the laws of the State of Delaware, United States of America, and **[INSERT NAME OF COMPANY]** (hereinafter called “the Contractor”) **[INSERT TYPE OF COMPANY, E.G. LIMITED LIABILITY CORPORATION OR NON-PROFIT ORGANIZATIONS]**, incorporated under the laws of **[INSERT STATE AND COUNTRY]**.

The Contract is in full force as of the first day of the Effective Date between the Company and the Contractor. The Company and the Contractor are collectively referred to as “the Parties”.

Now, therefore, in consideration of the promises and of the mutual covenants and agreements contained herein, and intending to be legally bound, the parties hereby agree to the following terms and conditions of this Contract:

1. BACKGROUND: PERIOD OF PERFORMANCE/TERM OF ENGAGEMENT

- (a) The Company is an international development company that provides technical assistance and management consulting.
- (b) The Contractor has represented that it has the necessary expertise and skills to assist the Company.
- (c) Based on the Contractor’s representations, the Company has decided to engage the Contractor to provide non-commercial goods/services to the Company, as described in Article 2, **Description of Deliverables** (“Deliverables”).
- (d) The Contractor has agreed to provide the Deliverables as defined in this Contract for the consideration and on the terms and conditions contained in this Contract.

2. DESCRIPTION OF DELIVERABLES

Refer to **ANNEX A** for complete details.

3. PRICES, INVOICING AND PAYMENT

Refer to **ANNEX B** for completed details.

Invoicing under this firm fixed price performance-based services Contract is dependent on the subcontractor reaching the deliverables as outlined in **Annex A**. The Contractor is eligible to submit invoices according the schedule of specific milestones as outlined in **Annex B**.

Invoices will be paid once supporting documentation verifying the milestone is approved by the representatives of the Company as outlined in **Annex B**. Total invoices cannot exceed the ceiling value of the contract: **[INSERT CEILING]**

The Contract Price is all-inclusive and shall not be subject to adjustment based on Contractor’s cost experience, or for any other reason (unless and only to the extent otherwise expressly provided in this Contract). Unless otherwise expressly stated in any other provision of the Contract (or as may be reasonably agreed on a case-by-case basis and effected by the parties in an amendment), all costs, fees, direct and indirect costs, wages, fringe and other benefits, social charges, allowances, differentials, inspections and tests, audits, insurances, taxes, and service, labor and other charges, as well as all effort and risks of whatever nature and amount relating to or resulting from performing the Contract, whether by Contractor itself or third parties, shall be deemed to be included in the Contract Price(s).

4. CHANGES

- (a) Company may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:

Prime Award Number:
Contractor Name:
Contract Number:

- (i) Description of services to be performed.
 - (ii) Time of performance (i.e. hours of the day, days of the week, etc.),
 - (iii) Place of performance of the services.
- (b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, the Company shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.
- (c) The Contractor must assert its right to an adjustment under this clause within 10 days from the date of receipt of the written order.
- (d) Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

5. ACCEPTANCE OF AGREEMENT/TERMS AND CONDITIONS

- (a) This Contract integrates, merges, and supersedes any prior offers, negotiations, and agreements concerning the subject matter hereof and constitutes the entire agreement between the parties.
- (b) Contractor's acknowledgment, acceptance of payment, or commencement of performance shall constitute Contractor's unqualified acceptance of this Contract.
- (c) Unless expressly accepted in writing by Company, additional or differing terms or conditions proposed by Contractor or included in Contractor's acknowledgment are objected to by Company and have no effect.
- (d) The headings used in this Contract are inserted for the convenience of the parties and shall not define, limit, or describe the scope or the intent of the provisions of this Contract.

6. APPLICABLE LAWS

- (a) This Contract and any matter arising out of or related to this Contract shall be governed by the laws of the Jurisdiction identified on the Cover Page of this Contract.
- (b) Contractor, in the performance of this Contract, shall comply with all applicable local, state, and federal laws, orders, rules, regulations, and ordinances. Contractor shall procure all licenses/permits and pay all fees and other required charges and shall comply with all applicable guidelines and directives of any local, state, and/or federal governmental authority. Contractor, at its expense, shall provide reasonable cooperation to Company in conducting any investigation regarding the nature and scope of any failure by Contractor or its personnel to comply with applicable local, state, and federal laws, orders, rules, regulations, and ordinances that may affect the performance of Contractor's obligations under this Contract.
- (c)
 - 1) To the extent (i) Company's contract price or fee is reduced; (ii) Company's costs are determined to be unallowable; (iii) any fines, penalties or interest are assessed on Company; or (iv) Company incurs any other costs or damages; in each case as a result of any violation of applicable laws, orders, rules, regulations, or ordinances by Contractor, its officers, employees, agents, suppliers, or subcontractors at any tier, Company may proceed as provided for in (3) below.
 - 2) **Upon the occurrence of any of the circumstances, other than withholdings, identified in paragraphs (1) above, Company may make a reduction of corresponding amounts (in whole or in part) in the price of this Contract or any other contract with Contractor, and/or may demand payment (in whole or in part) of the corresponding amounts. Contractor shall promptly pay amounts so demanded. In the case of withholding(s), Company may withhold the same amount from Contractor under this Contract.**
- (d) Contractor shall be responsible for compliance with all requirements and obligations relating to its employees under all local, state, and federal statutes, ordinances, rules and obligations including, but not limited to,

employer's obligations under laws relating to: income tax withholding and reporting; civil rights; equal employment opportunity; discrimination on the basis of age, sex, race, color, religion, disability, national origin, or veteran status; overtime; minimum wage; social security contribution and withholding; unemployment insurance; employer's liability insurance; worker's compensation; veteran's rights; and all other employment, labor or benefits related laws.

- (e) Contractor shall notify Company promptly in writing if a charge of noncompliance with any law addressing occupational health and safety or protection of the environment has been filed against Contractor in connection with the performance of this Contract.

7. ASSIGNMENT

Any assignment of Contractor's Contract rights or delegation of Contractor's duties shall be void, unless prior written consent is given by Company. Nevertheless, Contractor may assign rights to be paid amounts due, or to become due, to a financing institution if Company is promptly furnished a signed copy of such assignment reasonably in advance of the due date for payment of any such amounts. Amounts assigned shall be subject to setoff or recoupment for any present or future claims of Company against Contractor. Company shall have the right to make settlements and/or adjustments in price without notice to any assignee financing institution.

8. CHANGE IN CONTROL OF CONTRACTOR

Prior to a potential change of control of Contractor and at least ninety (90) days prior to the proposed effectiveness of such change of control, Contractor will promptly notify Company in writing thereof, and provide the identity of the potential new controlling party and information on such party and the transaction as Company may request, consistent with applicable law and confidentiality restrictions.

9. COMMUNICATION WITH COMPANY'S CUSTOMER

Contractor shall not communicate with Company's Client or higher tier Client in connection with this Contract, except as expressly permitted by Company in writing. This clause does not prohibit Contractor from communicating with the U.S. Government with respect to (1) matters Contractor is required by law or regulation to communicate to the Government, (2) fraud, waste, or abuse communicated to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information, (3) any matter for which this Contract, including any U.S. Government flow down clauses included in this Contract, provides for direct communication by Contractor to the Government, or (4) any material matter pertaining to payment or utilization.

10. CONTRACT DIRECTION

- (a) Only the Company Contracting Representative has authority on behalf of Company to make changes to this Contract. All amendments must be identified as such in writing and executed by the parties.
- (b) Company's technical personnel may from time to time render assistance or give technical advice or discuss or effect an exchange of information with Contractor's personnel concerning the Work hereunder. No such action shall be deemed to be a change under the "Changes" clause of this Contract and shall not be the basis for equitable adjustment.
- (c) Except as otherwise provided herein, all notices to be furnished by Contractor shall be in writing and sent to the Company Contracting Representative.

11. [RESERVED]

12. DEFINITIONS

- (a) The following terms shall have the meanings set forth below:

"Contract" means the instrument of contracting, such as "Purchase Order", "PO", "Contract", or other such type designation, including these General Provisions, all referenced documents, exhibits and attachments. If these terms and conditions are incorporated into a "master" agreement that provides for releases, (in the form of a Purchase Order or other such document) the term "Contract" shall also mean the Release document for the Work to be performed.

"Company" means the party identified as such on the Cover Page of this Contract.

"Company Procurement Representative" means a person authorized by Company's cognizant procurement organization to administer and/or execute this Contract.

"Contractor" means the party identified on the Cover Page of this Contract with whom Company is contracting.

"Work" means all required labor, articles, materials, supplies, goods, and services constituting the subject matter of this Contract.

13. DISPUTES

- (a) Government-related disputes. In the event Contractor makes any claim involving any action or directive by, or on behalf of, the Government, or any question as to Contractor's compliance with the Prime Agreement ("Government-related dispute"), Contractor shall submit its claim to Company, as a pass-through claim for presentation to the Government. In the case of a Government-related Dispute, Company's liability to Contractor shall be limited solely and exclusively to whatever monies are recovered in hand on behalf of Contractor from the Government. If Contractor submits a Government-related dispute to Company, and Company chooses at its sole discretion to present a pass-through claim against the Government, the following provisions will apply.
- (b) Claim presentation. Company, upon the written request by Contractor, shall present Contractor's Government-related dispute to the Government as a pass-through claim for resolution under the "Disputes" provisions of the prime agreement and applicable law and regulation. Company agrees to present such claims for and on behalf of Contractor and to pass Contractor's Government-related dispute through to the Government in good faith, subject to Contractor's providing sufficient justification, back-up and certification of said Government-related dispute.
- (c) Costs, fees, and expenses. Contractor shall bear all reasonable and documented costs, fees, and expenses associated with, and incurred by Company, as part of Company's presentation of Contractor's Government-related disputes to the Government, including attorney's and consultant's fees.
- (d) Exclusive remedy. The pass-through process described above shall be Contractor's only remedy for Government-related disputes. Contractor shall make no claims against the Company for Government-related disputes, and any such claims shall be dismissed.
- (e) Arbitration. All claims and disputes arising under, or relating to, this Contract that are not Government-related disputes (e.g., are directly and exclusively between Company and Contractor) are to be settled by binding arbitration to be held in the District of Columbia. The arbitration shall be conducted on a confidential basis pursuant to the the-existing commercial arbitration rules of the American Arbitration Association (AAA). Any such arbitration shall include a written record of the arbitration hearing. An award of arbitration may be confirmed in a court of competent jurisdiction.
- (f) Mediation: as a condition precedent to filing a demand for arbitration or otherwise initiating litigation, the parties hereto agree that they shall first attempt to resolve their dispute by mediation through the American Arbitration Association by filing a request for mediation with the AAA and the other party. That being said, a party can file a demand for arbitration simultaneously with the request for mediation, but AAA shall hold the demand for arbitration in abeyance until the mediator declares and impasse.
- (g) Applicable law. The laws of District of Columbia shall govern the construction and interpretation of the rights and duties of the parties under this agreement.
- (h) Duty to perform. Pending final decision on any dispute under this article, Company and Contractor will proceed and continue with performance unabated. Until final resolution of any dispute hereunder, Contractor shall diligently proceed with the performance of this Contract as directed by Company.

14. DEFAULT

- (a) Company, by written notice, may terminate this Contract for default, in whole or in part, if Contractor (i) fails to comply with any of the terms of this Contract; (ii) fails to make progress so as to endanger performance of this Contract; (iii) fails to provide adequate assurance of future performance; (iv) files or has filed against it a petition in bankruptcy; or (v) becomes insolvent or suffers a material adverse change in financial condition. Contractor shall have ten (10) days (or such longer period the Company may authorize in writing) to cure any such failure after receipt of notice from the Company. Default involving delivery schedule delays, bankruptcy or adverse change in financial condition shall not be subject to the cure provision.
- (b) Following a termination for default of this Contract, Contractor shall be compensated only for Work actually delivered and accepted. Company may require Contractor to deliver to Company any supplies and materials, manufacturing materials, and manufacturing drawings that Contractor has specifically produced or acquired for the terminated portion of this Contract. Company and Contractor shall agree on the amount of payment for these other deliverables.
- (c) In the event of a cancellation or termination under this Contract, Contractor shall be liable to Company for re-procurement costs, in addition to Company' other rights and remedies at law or in equity.
- (d) Upon the occurrence and during the continuation of a default, Company may exercise any and all rights and remedies available to it under applicable law and equity, including without limitation, cancellation of this Contract. If after termination for default under this Contract, it is determined that Contractor was not in default, such termination shall be deemed a termination for convenience.
- (e) Contractor shall continue all Work not terminated or cancelled.

15. EXCUSABLE DELAYS

- (a) Contractor shall be excused from, and shall not be liable for, failure of performance to the extent due to causes beyond Contractor's control and without Contractor's fault or negligence, including, but not limited to, acts of God or public enemy, acts of Government in either sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, unusually severe weather and delays of common carriers.
- (b) In order to be excused from performance under (a) Contractor shall submit, within ten (10) calendar days of the start of the event causing delay, a written notice stating a complete and detailed description of such event, the date of commencement, an estimate of the probable period of delay, and explanation indicating how such event was beyond the control of Contractor and not due to its negligence or fault and what efforts Contractor will make to minimize the length of delay. Contractor shall submit within ten (10) calendar days of the end of the event a written notice stating the impact to the schedule and evidence justifying the length of the delay.
- (c) If the delay extends for thirty (30) days or more this Contract may be terminated by Company without additional cost and without liability to Contractor.

16. TERMINATION FOR CONVENIENCE

- (a) Company reserves the right to terminate this Contract, or any part hereof, for its convenience. Company shall terminate by delivering to Contractor a Notice of Termination specifying the extent of termination and the effective date. In the event of such termination, Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this Contract, Contractor shall be paid a percentage of the Contract price reflecting the percentage of the Work performed prior to the notice of termination, plus reasonable charges Contractor can demonstrate to the satisfaction of Company using its standard record keeping system have resulted from the termination. Contractor shall not be paid for any Work performed or costs incurred which reasonably could have been avoided.
- (b) In no event shall Company be liable for lost or anticipated profits, or unabsorbed indirect costs or overhead, or for any sum in excess of the total Contract price. Contractor's termination claim shall be submitted within ninety (30) days from the effective date of the termination.
- (c) Contractor shall continue all Work not terminated.

17. ELECTRONIC CONTRACTING

Prime Award Number:
Contractor Name:
Contract Number:

The parties agree that if this Contract is transmitted electronically, and neither party shall contest the validity of this Contract, or any acknowledgement thereof, on the basis that this Contract or acknowledgement contains an electronic signature.

18. EXTRAS

Work shall not be supplied in excess of quantities specified in this Contract. Contractor shall be liable for handling charges and return shipment costs for any excess quantities.

19. GRATUITIES/KICKBACKS

Contractor shall not offer or give a kickback or gratuity (in the form of entertainment, gifts, or otherwise) for the purpose of obtaining or rewarding favorable treatment as a Company supplier. By accepting this Contract, Contractor certifies and represents that it has not made or solicited and will not make or solicit kickbacks in violation of the Anti-Kickback Act of 1986 (41 USC 51-58), incorporated herein by this specific reference.

20. INDEMNITY

Each party shall defend, indemnify, and hold harmless the other party, its officers, directors, employees, consultants, agents, affiliates, successors, permitted assigns and customers from and against all losses, costs, claims, causes of action, damages, liabilities, and reasonable expenses, including reasonable attorney's fees, all expenses of litigation and/or settlement, and court costs, arising from the violation or alleged violation of any applicable law, rules or regulations or the breach of its obligations under this Contract by the first party, its officers, employees, agents, suppliers, or subcontractors at any tier, in the performance of any of its obligations under this Contract.

21. INDEPENDENT CONTRACTOR RELATIONSHIP AND CONTRACTOR PERSONNEL

- (a) Contractor's relationship to Company shall be that of an independent contractor and this Contract does not create an agency, partnership, or joint venture relationship between Company and Contractor or Company and Contractor personnel. Personnel supplied by Contractor hereunder shall be deemed employees of Contractor and shall not for any purposes be considered employees or agents of Company. Contractor assumes full responsibility for the actions and supervision of such personnel while performing services under this Contract. Company assumes no liability for Contractor personnel.
- (b) Nothing contained in this Contract shall be construed as granting to Contractor or any personnel of Contractor rights under any Company benefit plan.

22. INFORMATION OF COMPANY

- (a) Definitions

"Confidential Information" means any information provided to the subcontractor Party (subcontractor) by the provider Party (Provider) or any of its Representatives or personnel to the subcontractor or any of its Representatives or personnel, whether obtained before or after execution of this Contract, in connection with the Express Purpose or the Provider in any way and which is not generally available to the public and treated as confidential by the Provider. Confidential Information includes all confidential business information, documents, records, financial information, reports, intellectual property, product specifications, technical information and forecasts which relate to the Provider, but shall not include any information that (i) is publicly available other than as a result of the Contractor's or any of its Representatives' breach hereof, (ii) was in the Contractor's possession prior to its receipt hereunder without being subject to any confidentiality obligations to the disclosing Party or any other person, (iii) was disclosed to the subcontractor on a non-confidential basis by a third party reasonably understood to have the right to disclose it, or (iv) is independently developed by the subcontractor without utilizing any of the Provider's Confidential Information or any breach hereof.

"Express Purpose" means the performance of this Contract.

“Representative” means any director, officer, employee, agent, contractor, financier or professional adviser of a party.

(b) Obligations of Confidentiality

The contractor acknowledges that the Confidential Information is valuable to the Provider. In consideration for the Provider providing the Confidential Information to the subcontractor for the Express Purpose, the subcontractor accepts and agrees to be bound by the terms of this clause. The contractor must, subject to the terms of this clause, comply with the following obligations at all times:

- (i) The Contractor must keep the Confidential Information secret and preserve its confidential nature and must not use Confidential Information for any purpose other than the Express Purpose.
- (ii) The Contractor must not disclose or permit the disclosure of the information to any person other than its Representatives who need to know the information for the Express Purpose, or to the extent that disclosure is required by law or with the Provider’s written consent.
- (iii) The Contractor must ensure that all of its Representatives who are provided with Confidential Information are made aware that the information must be kept confidential and that they must not do or fail to do anything that, if done or not done by the Representative would result in a breach of the Contractor’s obligations in this document.
- (iv) The Contractor must protect the Confidential Information against unauthorized access, use or disclosure in the same manner it protects its own confidential information (but in no event less than what is commercially reasonable), must immediately notify the Provider of any unauthorized access to, use or disclosure of the information, and must comply with any reasonable direction from the Provider in relation to the protection of the information.

(c) Permitted Disclosures

This clause does not prohibit the disclosure of Confidential Information by the contractor to the extent that any of the following terms apply:

- (i) The Provider has consented in writing to such disclosure.
- (ii) The disclosure is to a Representative of the Contractor who needs to know the Confidential Information for the Express Purpose and the Contractor has complied with the requirements set out below in relation to the disclosure.
- (iii) The disclosure is required by law and the Contractor has complied with the requirements set out below in relation to the disclosure.

(d) Limitation on disclosure required by law

If the contractor considers that disclosure of Confidential Information is required by law, it must do the following:

- (i) To the extent legally possible, immediately notify the Provider of the requirement.
- (ii) Take all reasonable steps to lawfully resist or narrow the requirement to disclose the Confidential Information.
- (iii) Assist and co-operate with the Provider if the Provider seeks to limit or resist the requirement for the Confidential Information to be disclosed.

(e) Disclosure to Representatives

The contractor must ensure that each of the following are complied with:

- (i) Its Representatives are made aware of the confidential nature of the Confidential Information and the terms of this document before any of its Representatives are provided with or have access to Confidential Information.
- (ii) Its Representatives do not do or fail to do anything that, if done or not done by the Contractor, would amount to a breach of the Contractor’s obligations in this clause.

(f) Confidential Information

Except as set forth in this Contract, the Confidential Information remains the property of the Provider at all times. At the Provider's request, the subcontractor must immediately return to the Provider or destroy all material containing Confidential Information in its possession, power or control, including any material created or generated by the Contractor.

23. INSURANCE

Contractor shall maintain at least the following insurance coverages, unless otherwise agreed by the Company in writing:

1. [adjust as needed depending on the type and the value of the contract] Commercial General Liability coverage, including coverage on Products/Completed Operations, Blanket Contractual, Contractors' Protective Liability, Broad Form Property Damage, Personal Injury/Advertising Liability, and Bodily Injury and Property Damage with limits of not less than:
 - a. General aggregate limit - \$2,000,000 [adjust to match the total contract value – normally 5 x the ceiling]
 - b. Each occurrence, combined single limit - \$1,000,000
 - c. Aggregate products, combined single limit - \$1,000,000
 - d. Aggregate personal injury/advertising liability - \$1,000,000
2. Prudent business insurance customary in the industry of the Contractor.
3. Maintain all the insurance coverage in regards to the officer, employee or property, as required by any laws or regulations in the place of registration or operations of the Contractor.
4. Auto liability coverage in the amount of \$1,000,000 per occurrence and covering owned, hired and non-owned vehicles
5. Umbrella Excess Liability insurance written as excess of Employers' Liability, Commercial General Liability, and Business Automobile Liability, with limits not less than \$1,000,000 each occurrence combined single limit
6. Statutory workers' compensation insurance ("workers' compensation") in the state in which work is to be performed and including any applicable Federal Act coverage and Employer's Liability limits of:
 - a. \$500,000 each accident
 - b. \$500,000 disease—policy limit
 - c. \$500,000 disease—each employee
7. Professional liability insurance in the amount of \$1,000,000 per claim and in the aggregate. Professional liability must not be limited to Bodily Injury and Property Damage liability. Coverage must be maintained for a minimum of two years following completion of the Subcontracted Services.
8. The Commercial General Liability, Auto Liability, and Umbrella Excess policies must include endorsements adding Company and USAID as additional insured, stating coverage is primary and not contributory with any other insurance or self-insurance available to the additional insured and a waiver of subrogation in favor of Company and USAID. Addition of insured endorsements limiting coverage to "ongoing work" of the "sole negligence" of Contractor are not acceptable.
9. All policies must provide a 30-calendar day notice of cancellation to Palladium with no exculpatory language. Policies must be written with insurance carriers authorized to do business in the State where Contractor operates.
10. Defense Base Act insurance must be provided for all Contractor employees working outside the United States, through the authorised USAID DBA provider. The cost of DBA insurance premiums is included in the Contractor fixed price for this Contract and covers all eligible Contractor personnel engaged to work overseas under this Contract. See Special Provisions in Article 40.14 of this Contract.

24. INTELLECTUAL PROPERTY

- (a) Contractor warrants that the Work performed or delivered under this Contract will not infringe or otherwise violate the intellectual property rights of any third party in the United States or any foreign country. Except to the extent that the U.S. Government assumes liability therefor, Contractor shall defend, indemnify, and hold harmless Company, its officers, directors, employees, consultants, agents, affiliates, successors, permitted

assigns and customers from and against all losses, costs, claims, causes of action, damages, liabilities, and reasonable expenses, including reasonable attorney's fees, all expenses of litigation and/or settlement, and court costs, arising out of any action by a third party that is based upon a claim that the Work performed or delivered under this Contract infringes or otherwise violates the intellectual property rights of any person or entity.

- (b) In addition to the Government's rights in data and inventions, Contractor agrees that Company, in the performance of its contract obligations under the Prime Contract (including obligations of follow-on contracts, contracts for subsequent phases of the same program, and sustainment contracts, but excluding any contracts not directly related to the Prime Contract), shall have an unlimited, irrevocable, paid-up, royalty-free right to make, have made, sell, offer for sale, use, execute, reproduce, display, perform, distribute (internally or externally) copies of, transfer computer software to the US Government and the Government's end customer, and prepare derivative works, and authorize others to do any, some or all of the foregoing, any and all, inventions, discoveries, improvements and patents as well as any and all data, copyrights, reports, and works of authorship, conceived, developed, generated or delivered in performance of this Contract.
- (c) The tangible medium storing copies of all reports, memoranda or other materials in written form including machine readable form, prepared by Contractor and furnished to Company pursuant to this Contract shall become the sole property of Company.
- (d) No other provision in this Contract, including but not limited to the Indemnity clause, shall be construed to limit the liabilities or remedies of the parties under this clause.

25. PAYMENTS, TAXES, AND DUTIES

- (a) Unless otherwise provided, terms of payment shall be net thirty (30) days from the latest of the following: (1) Company's receipt of Contractor's proper invoice; (2) scheduled completion of performance date of the Work/Milestone; or (3) actual completion of performance of the Work/Milestone.
- (b) Each payment made shall be subject to reduction to the extent of amounts which are found by Company or Contractor not to have been properly payable and shall also be subject to reduction for overpayments.
- (c) Contractor shall promptly notify Company of any such overpayments and remit the amount of the overpayment except as otherwise directed by Company.
- (d) Company shall have a right of setoff against payments due under this Contract or any other Contract between the parties.
- (e) Payment shall be deemed to have been made as of the date of mailing Company's payment or electronic funds transfer.
- (f) Unless otherwise specified, prices include all applicable federal, state, and local taxes, duties, tariffs, and similar fees imposed by any government, all of which shall be listed separately on the invoice. No taxes for which bilateral exemption exists in the country of performance, if applicable, must be included in the price of this Contract.
- (g) Contractor shall submit upon the request of Company's Contracting Representative a release of claims upon final payment under this Contract.

26. PLACE OF PERFORMANCE

The place of performance is [insert country].

27. INTERPRETATION

Prime Award Number:
Contractor Name:
Contract Number:

Any inconsistencies in this Contract shall be resolved in accordance with the following descending order of precedence: (1) Section 40 of this Contract; (2) Sections 1-39 of this Contract and (3) the Statement of Work, **Annex A**.

28. QUALITY CONTROL SYSTEM

Contractor shall provide and maintain a quality control system to its industry recognized Quality Standard and in compliance with any other specific quality requirements identified in this Contract. Records of all quality control inspection work by Contractor shall be kept complete and available to Company and its customers.

29. RELEASE OF INFORMATION

Except as required by law, no public release of any information, or confirmation or denial of same, with respect to this Contract or the subject matter hereof, will be made by Contractor or its subcontractors without the prior written approval of Company. Contractor shall not use Company's name, brand, trademark, or logo related to the term "Palladium" or any other trademark or logo owned by Company, in whatever shape or form, without the prior written consent of Company.

30. RETENTION OF RECORDS

Unless a longer period is specified by law or regulation, Contractor shall retain all records related to this Contract for three (3) years from the date of final payment received by Contractor. Records related to this Contract include, but are not limited to, financial, proposal, procurement, specifications, production, inspection, test, quality, shipping and export, and certification records. At no additional cost, Contractor shall timely provide reasonable access to such records to the US Government and its designees and the Company upon request for the purpose of making financial audits, verifications or program evaluation.

31. CONTRACTOR BUSINESS SYSTEMS

"**Contractor Business Systems**" as used in this clause means Contractor's material management and accounting system, cost estimating system, accounting system, earned value management system, property management system, and purchasing system.

If Contractor's Business Systems are reviewed and approved by a Government agency, Contractor shall provide prompt notice to Company whenever there is a material change in the status of the Government's approval or determination of adequacy of any of Contractor's Business Systems.

32. SEVERABILITY

Each clause, paragraph and subparagraph of this Contract is severable, and if one or more of them are declared invalid, the remaining provisions of this Contract will remain in full force and effect.

33. SURVIVABILITY

All rights, obligations, and duties hereunder, which by their nature or by their express terms extend beyond the expiration or termination of this Contract, including but not limited to warranties, indemnifications, intellectual property (including rights to and protection of intellectual property and proprietary information), and product support obligations shall survive the expiration or termination of this Contract.

34. TIMELY PERFORMANCE

- (a) Contractor's timely performance and Company's timely payments are critical elements of this Contract.
- (b) Contractor shall provide Company status of performance of this Contract when requested. In addition, if Contractor becomes aware of an impending labor dispute involving Contractor or any lower tier

subcontractor, or any other difficulty in performing the Work, Contractor shall timely notify Company, in writing, giving pertinent details. These notifications shall not change any delivery schedule.

35. TRAVEL COSTS

- (a) All travel incurred by Contractor in the performance of this Contract is included within the Contract price and shall not be separately reimbursed by Company unless such travel is expressly authorized in writing in advance by Company's Contracting Representative. For the avoidance of doubt, to the extent no separate reimbursement is sought by Contractor for specific travel, no preauthorization or provision of receipts is required.
- (b) International Travel approval must be obtained from the Company's Contracting Representative at least two (2) weeks prior to proposed travel in writing and must comply with International Travel requirements in Article 40 of this Contract.

36. USE OF FREE, LIBRE AND OPEN SOURCE SOFTWARE (FLOSS)

- (a) This clause only applies to Work that includes the delivery of software (including software residing on hardware).
- (b) Contractor shall disclose to Company in writing any FLOSS that will be used or delivered in connection with this Contract and shall obtain Company's prior written consent before using or delivering such FLOSS in connection with this Contract. Company may withhold such consent in its sole discretion.
- (c) As used herein, "FLOSS License" means the General Public License (GPL), Lesser/Library GPL, (LGPL), the Affero GPL (APL), the Apache license, the Berkeley Software Distribution (BSD) license, the MIT license, the Artistic License (e.g., PERL), the Mozilla Public License (MPL), or variations thereof, including without limitation licenses referred to as "Free Software License", "Open Source License", "Public License", or "GPL Compatible License."
- (d) As used herein, "FLOSS" means software that incorporates or embeds software in, or uses software in connection with, as part of, bundled with, or alongside any (1) open source, publicly available, or "free" software, library or documentation, or (2) software that is licensed under a FLOSS License, or (3) software provided under a license that (a) subjects the delivered software to any FLOSS License, or (b) requires the delivered software to be licensed for the purpose of making derivative works or be redistributable at no charge, or (c) obligates Company to sell, loan, distribute, disclose or otherwise make available or accessible to any third party (i) the delivered software, or any portion thereof, in object code and/or source code formats, or (ii) any products incorporating the delivered software, or any portion thereof, in object code and/or source code formats.
- (e) Contractor shall defend, indemnify, and hold harmless Company, its customers and suppliers from and against any claims, damages, losses, costs, and expenses, including reasonable attorney's fees, relating to use in connection with this Contract or the delivery of FLOSS. No other provision in this Contract, including but not limited to the Indemnity clause, shall be construed to limit the liabilities or remedies of the parties for the use of FLOSS in connection with this Contract or for the delivery of FLOSS under this Contract.

37. WAIVERS, APPROVALS, AND REMEDIES

- (a) Failure by either party to enforce any of the provisions of this Contract or applicable law shall not constitute a waiver of the requirements of such provisions or law, or as a waiver of the right of a party thereafter to enforce such provision or law.
- (b) Company's approval of documents shall not relieve Contractor of its obligation to comply with the requirements of this Contract.

- (c) The rights and remedies of either party in this Contract are cumulative and in addition to any other rights and remedies provided by law or in equity.

38. WARRANTY

- (a) Contractor warrants that it is and shall remain free of any obligation or restriction which would interfere or be inconsistent with or present a conflict of interest concerning the Work to be furnished by Contractor under this Contract.
- (b) Contractor warrants that it will perform the services under this Contract with the degree of high professional skill and sound practices and judgment which is normally exercised by recognized professional firms with respect to services of a similar nature.
- (c) Contractor warrants that all Work furnished pursuant to this Contract shall strictly conform to applicable specifications, drawings, samples, descriptions, and other requirements of this Contract and be free from defects in design, material, and workmanship. This warranty shall begin upon final acceptance and extend for a period of one (1) year. If any non-conforming Work is identified within the warranty period, Contractor, at Company's option, shall promptly repair, replace, or reperform the Work.
- (d) Transportation of replacement Work return of non-conforming Work, and re-performance of Work shall be at Contractor's expense. If repair, or replacement, or reperformance of Work is not timely, Company may elect to return, reperform, repair, replace, or re-procure the Work at Contractor's expense. All warranties shall run to Company and its customers.

39. WORK ON COMPANY AND THIRD-PARTY PREMISES

- (a) "Premises" as used in this clause means premises of Company, its customers, or other third parties where Work is being performed.
- (b) Contractor shall ensure that Contractor personnel working on Premises comply with any on-premises policies and: (i) do not bring weapons of any kind onto Premises; (ii) do not manufacture, sell, distribute, possess, use or be under the influence of controlled substances or alcoholic beverages while on Premises; (iii) do not possess hazardous materials of any kind on Premises without Company's authorization; (iv) remain in authorized areas only; (v) do not conduct any non-Company related business activities (such as interviews, hiring, dismissals or personal solicitations) on Premises, (vi) do not send or receive non-Company related mail through Company's or third party's mail systems; (vii) do not sell, advertise or market any products or memberships, distribute printed, written or graphic materials on Premises without Company's written permission or as permitted by law; and (viii) follow instruction from Company in the event of an actual or imminent safety or environmental hazard on Premises.
- (c) All persons, property, and vehicles entering or leaving Premises may be subject to search.
- (d) Contractor shall promptly notify Company and provide a report of any accidents or security incidents involving loss of or misuse or damage to Company, customer, or third party intellectual or physical assets, and all physical altercations, assaults, or harassment.
- (e)
 - 1) Prior to entry on Premises, Contractor shall coordinate with Company to gain access. Contractor shall provide information reasonably required by Company to ensure proper identification of personnel, including, but not limited to verification of citizenship, lawful permanent resident status, protected individual or other status.
 - 2) Contractor personnel requiring access to Premises shall, prior to entry, be screened by Contractor at no charge to Company through the Company Contractor Screen Program, or otherwise screened by Contractor in a manner satisfactory to Company.
- (f) Contractor shall ensure that Contractor personnel: (i) do not remove Company, customer, or third party assets from Premises without Company authorization; (ii) use Company, customer, or third party assets

only for purposes of this Contract; (iii) only connect with, interact with or use computer resources, networks, programs, tools or routines authorized by Company; and (iv) do not share or disclose user identifiers, passwords, cipher keys or computer dial port telephone numbers. Company may periodically audit Contractor's data residing on Company, customer, or third-party assets on Premises.

- (g) Company may, at its sole discretion, have Contractor remove any specified employee of Contractor from Premises and require that such employee not be reassigned to any Premises under this Contract.
- (h) Violation of this clause may result in termination of this Contract in addition to any other remedy available to Company at law or in equity. Contractor shall reimburse Company, customer, or third party for any unauthorized use of Company, customer, or third-party assets.
- (i) Contractor shall advise the Company Procurement Representative of any unauthorized direction or course of conduct.
- (j) Contractor shall immediately report to Company all emergencies (e.g., medical, fire, spills or release of any hazardous material) and non-emergency incidents (e.g., job-related injuries or illnesses) affecting the Work. Contractor shall provide Company with a copy of any reports of such incidents Contractor makes to governmental authorities.

40. OTHER CLAUSES APPLICABLE TO CONTRACTOR BY PRESCRIPTION IN THE PRIME COOPERATIVE AGREEMENT

40.1 DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION (JUNE 2012)

Contractor certifies that neither it nor its principals is presently excluded or disqualified from participation in this transaction by any Federal department or agency.

c. The policies and procedures applicable to debarment, suspension, and ineligibility under USAID financed transactions are set forth in Subpart C of 2 CFR Section 180, as supplemented by 2 CFR 780.

40.2 PREVENTING TERRORIST FINANCING -- IMPLEMENTATION OF E.O. 13224 (AUGUST 2013)

a. Contractor must not engage in transactions with, or provide resources or support to, individuals and organizations associated with terrorism, including those individuals or entities that appear on the Specially Designated Nationals and Blocked Persons List maintained by the U.S. Treasury (online at: <http://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>) or the United Nations Security designation list (online at: http://www.un.org/sc/committees/1267/aq_sanctions_list.shtml).

40.3 TRAVEL AND INTERNATIONAL AIR TRANSPORTATION (DECEMBER 2014) (if international travel is anticipated under this contract)

a. FLY AMERICA ACT RESTRICTIONS

(1) Contractor must use U.S. Flag Air Carriers for all international air transportation (including personal effects) funded by Contract pursuant to the Fly America Act and its implementing regulations to the extent service by such carriers is available.

(2) In the event that the Contractor selects a carrier other than a U.S. Flag Air Carrier for international air transportation, in order for the costs of such international air transportation to be allowable, Contractor must document such transportation in accordance with this provision and maintain such documentation for audit purposes. The documentation must use one of the following reasons or other exception under the Fly America Act:

(i) Contractor uses a European Union (EU) flag air carrier, which is an airline operating from an EU country that has signed the US-EU "Open Skies" agreement (<http://www.state.gov/e/eb/rls/othr/ata/i/ic/170684.htm>).

(ii) Travel to or from one of the following countries on an airline of that country when no city pair fare is in effect for that leg (see <http://apps.fas.gsa.gov/citypairs/search/>):

a. Australia on an Australian airline,

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- b. Switzerland on a Swiss airline, or
- c. Japan on a Japanese airline;
- (iii) Only for a particular leg of a route on which no US Flag Air Carrier provides service on that route;
- (iv) For a trip of 3 hours or less, the use of a US Flag Air Carrier at least doubles the travel time;
- (v) If the US Flag Air Carrier offers direct service, use of the US Flag Air Carrier would increase the travel time by more than 24 hours; or
- (vi) If the US Flag Air Carrier does not offer direct service,
 - a. Use of the US Flag Air Carrier increases the number of aircraft changes by 2 or more,
 - b. Use of the US Flag Air Carrier extends travel time by 6 hours or more, or
 - c. Use of the US Flag Air Carrier requires a layover at an overseas interchange of 4 hours or more.

b. DEFINITIONS

- (1) "International air transportation" means international air travel by individuals (and their personal effects) or transportation of cargo by air between a place in the United States and a place outside thereof, or between two places both of which are outside the United States.
- (2) "U.S. Flag Air Carrier" means an air carrier on the list issued by the U.S. Department of Transportation at <http://ostpxweb.dot.gov/aviation/certific/certlist.htm>. U.S. Flag Air Carrier service also includes service provided under a code share agreement with another air carrier when the ticket, or documentation for an electronic ticket, identifies the U.S. flag air carrier's designator code and flight number.
- (3) For this provision, the term "United States" includes the fifty states, Commonwealth of Puerto Rico, possessions of the United States, and the District of Columbia.

40.4 OCEAN SHIPMENT OF GOODS (JUNE 2012)

All ocean shipments must have prior approval of the Company and must comply with US Flag Carrier restrictions.

40.5 TRAFFICKING IN PERSONS (APRIL 2016)

- a. Contractor and all lower tier subcontractors or their employees, labor recruiters, brokers or other agents, must not engage in:
 - (1) Trafficking in persons (as defined in the Protocol to Prevent, Suppress, and Punish Trafficking in Persons, especially Women and Children, supplementing the UN Convention against Transnational Organized Crime) during the period of this award;
 - (2) Procurement of a commercial sex act during the period of this award;
 - (3) Use of forced labor in the performance of this award;
 - (4) Acts that directly support or advance trafficking in persons, including the following acts:
 - i. Destroying, concealing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents;
 - ii. Failing to provide return transportation or pay for return transportation costs to an employee from a country outside the United States to the country from which the employee was recruited upon the end of employment if requested by the employee, unless:
 - a) exempted from the requirement to provide or pay for such return transportation by USAID under this award; or
 - b) the employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or a witness in a human trafficking enforcement action;
 - iii. Soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretenses, representations, or promises regarding that employment;
 - iv. Charging employees recruitment fees; or
 - v. Providing or arranging housing that fails to meet the host country housing and safety standards.
- b. In the event of a violation of section (a) of this provision, USAID is authorized to terminate this award, without penalty, and is also authorized to pursue any other remedial actions authorized as stated in section 1704(c) of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013).
- c. For Subcontracts which exceed an estimated value of \$500,000, Contractor must submit to the Company, the annual "Certification regarding Trafficking in Persons, Implementing Title XVII of the National Defense Authorization Act for Fiscal Year 2013" as required prior to this award, and must implement a compliance plan to prevent the activities described above in section (a) of this provision. Contractor must provide a copy of the compliance plan to the Company upon request and must post the useful and relevant contents of the plan or related materials on its website (if one is maintained) and at the workplace.

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d. The Contractor's compliance plan must be appropriate to the size and complexity of the award and to the nature and scope of the activities, including the number of non-United States citizens expected to be employed. The plan must include, at a minimum, the following:

- (a) An awareness program to inform employees about the trafficking related prohibitions included in this provision, the activities prohibited and the action that will be taken against the employee for violations.
- (b) A reporting process for employees to report, without fear of retaliation, activity inconsistent with the policy prohibiting trafficking, including a means to make available to all employees the Global Human Trafficking Hotline at 1-844-888-FREE and its e-mail address at help@befree.org.
- (c) A recruitment and wage plan that only permits the use of recruitment companies with trained employees, prohibits charging of 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 Contractor or any subcontractor intends to provide or arrange housing. The housing plan is required to meet any host-country housing and safety standards.
- (e) Procedures for the Contractor to prevent any agents or subcontractors at any tier and at any dollar value from engaging in trafficking in persons activities described in section a. of this provision. Contractor must also have procedures to monitor, detect, and terminate any agents or subcontractor or subcontractor employees that have engaged in such activities.

e. Contractor receives any credible information from any source that alleges that the Contractor, contractor, or agent has engaged in any of the prohibited activities identified in this provision, the Contractor must immediately notify the Company and the USAID Office of the Inspector General; and must fully cooperate with any Federal agencies responsible for audits, investigations, or corrective actions relating to trafficking in persons.

f. The Company may direct the Contractor to take specific steps to abate an alleged violation or enforce the requirements of a compliance plan.

g. For purposes of this provision, "employee" means an individual who is engaged in the performance of this award as a direct employee, consultant, or volunteer of the Contractor or any subcontractor.

40.6 PILOT PROGRAM FOR ENHANCEMENT OF GRANTEE EMPLOYEE WHISTLEBLOWER PROTECTIONS (SEPTEMBER 2014)

- a) 41 U.S.C. § 4712 states that an employee of the Contractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for "whistleblowing." In addition, whistleblower protections cannot be waived by any agreement, policy, form, or condition of employment.
- b) Whistleblowing is defined as making a disclosure "that the employee reasonably believes" is evidence of any of the following:
 - i. Gross mismanagement of a Federal contract, grant or Cooperative Agreement;
 - ii. A gross waste of Federal funds;
 - iii. An abuse of authority relating to a Federal contract or grant;
 - iv. A substantial and specific danger to public health or safety; or
 - v. A violation of law, rule, or regulation related to a Federal contract or grant (including the competition for, or negotiation of, a contract or grant).
- c) To qualify under the statute, the employee's disclosure must be made to:
 - i. A Member of the U.S. Congress, or a representative of a U.S. Congressional Committee;
 - ii. A cognizant U.S. Inspector General;
 - iii. The U.S. Government Accountability Office;
 - iv. A Federal employee responsible for contract or grant oversight or management at the relevant agency;
 - v. A U.S. court or grand jury; or,
 - vi. A management official or other employee of Contractor who has the responsibility to investigate, discover, or address misconduct.
 - vii. discover, or address misconduct.
- d) Contractor must notify their employees of their rights in regard to this clause.

40.7 PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS (MAY 2017)

(a) Definitions.

“Contract” has the meaning given in 2 CFR Part 200.

“Contractor” means an entity that receives a contract as defined in 2 CFR Part 200.

“Internal confidentiality agreement or statement” means a confidentiality agreement or any other written statement that the recipient requires any of its employees or subrecipients to sign regarding nondisclosure of recipient information, except that it does not include confidentiality agreements arising out of civil litigation or confidentiality agreements that recipient employees or subrecipients sign at the behest of a Federal agency.

- (b) The Contractor must not require its employees and subcontractors to sign or comply with internal confidentiality agreements or statements that prohibit or otherwise restrict employees, or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Federal award to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (for example, the Agency Office of the Inspector General). The Contractor must notify current employees and subcontractors that prohibitions and restrictions of any preexisting internal confidentiality agreements or statements covered by this provision, to the extent that such prohibitions and restrictions are inconsistent with the prohibitions of this provision, are no longer in effect.
- (c) The prohibition in paragraph (b) of this provision does not contravene the requirements applicable to Standard Form 312 (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.
- (d)
- 1) In accordance with section 743 of Division E, Title VI I, of the Consolidated and Further Continuing Resolution Appropriations Act, 2015 (Pub. L. 113-235), use of funds appropriated (or otherwise made available) under that or any other Act may be prohibited, if the Government determines that Contractor is not in compliance with the requirements of this provision.
 - 2) The Company and the Government may seek any available remedies in the event the Contractor fails to comply with the requirements of this provision.
- (e) The Contractor must include the substance of this provision, including this paragraph (e), in subcontracts under this award.

40.8 CHILD SAFEGUARDING (JUNE 2015) (INCLUDE IF CONTRACT ACTIVITIES INVOLVE CHILDREN)

(a) Because the activities to be funded under this award may involve children, or personnel engaged in the implementation of the award may come into contact with children, these activities could raise the risk of child abuse, exploitation, or neglect within USAID-funded programs. The organization agrees to abide by the following child safeguarding core principles:

- (1) Ensure compliance with host country and local child welfare and protection legislation or international standards, whichever gives greater protection, and with U.S. law where applicable;
- (2) Prohibit all personnel from engaging in child abuse, exploitation, or neglect;
- (3) Consider child safeguarding in project planning and implementation to determine potential risks to children that are associated with project activities and operations;
- (4) Apply measures to reduce the risk of child abuse, exploitation, or neglect, including, but not limited to, limiting unsupervised interactions with children; prohibiting exposure to pornography; and complying with applicable laws, regulations, or customs regarding the photographing, filming, or other image-generating activities of children;
- (5) Promote child-safe screening procedures for personnel, particularly personnel whose work brings them in direct contact with children; and
- (6) Have a procedure for ensuring that personnel and others recognize child abuse, exploitation, or neglect; mandating that personnel and others report allegations; investigating and managing allegations; and taking appropriate action in response to such allegations, including, but not limited to, dismissal of personnel.

(b) The organization must also include in their code of conduct for all personnel implementing USAID-funded activities the child safeguarding principles in (a) (1) through (6).

(c) The following definitions apply for purposes of this provision:

- (1) Child: A child or children are defined as persons who have not attained 18 years of age.
- (2) Child abuse, exploitation, or neglect: Constitutes any form of physical abuse; emotional ill-treatment; sexual abuse; neglect or insufficient supervision; trafficking; or commercial, transactional, labor, or other exploitation resulting in actual or potential harm to the child’s health, well-being, survival, development, or dignity. It includes but is not limited

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to: any act or failure to act which results in death, serious physical or emotional harm to a child, or an act or failure to act which presents an imminent risk of serious harm to a child.

(3) Physical abuse: Constitutes acts or failures to act resulting in injury (not necessarily visible), unnecessary or unjustified pain or suffering without causing injury, harm or risk of harm to a child's health or welfare, or death. Such acts may include, but are not limited to: punching, beating, kicking, biting, shaking, throwing, stabbing, choking, or hitting (regardless of object used), or burning. These acts are considered abuse regardless of whether they were intended to hurt the child.

(4) Sexual Abuse: Constitutes fondling a child's genitals, penetration, incest, rape, sodomy, indecent exposure, and exploitation through prostitution or the production of pornographic materials.

(5) Emotional abuse or ill treatment: Constitutes injury to the psychological capacity or emotional stability of the child caused by acts, threats of acts, or coercive tactics. Emotional abuse may include, but is not limited to: humiliation, control, isolation, withholding of information, or any other deliberate activity that makes the child feel diminished or embarrassed.

(6) Exploitation: Constitutes the abuse of a child where some form of remuneration is involved or whereby the perpetrators benefit in some manner. Exploitation represents a form of coercion and violence that is detrimental to the child's physical or mental health, development, education, or well-being.

(7) Neglect: Constitutes failure to provide for a child's basic needs within USAID-funded activities that are responsible for the care of a child in the absence of the child's parent or guardian.

40.9 NONDISCRIMINATION AGAINST BENEFICIARIES (NOVEMBER 2016)

(a) USAID policy requires Contractor not discriminate against any beneficiaries in implementation of this award, such as, but not limited to, by withholding, adversely impacting, or denying equitable access to the benefits provided through this award on the basis of any factor not expressly stated in the award. This includes, for example, race, color, religion, sex (including gender identity, sexual orientation, and pregnancy), national origin, disability, age, genetic information, marital status, parental status, political affiliation, or veteran's status. Nothing in this provision is intended to limit the ability of the Contractor to target activities toward the assistance needs of certain populations as defined in the award.

(b) Contractor must insert this provision, including this paragraph, in all contracts under this Contract.

40.10 MANDATORY DISCLOSURES (NOV 2020)

Consistent with 2 CFR §200.113, Contractor must disclose, in a timely manner, in writing to the USAID Office of the Inspector General, with a copy to the Company, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.

Disclosures must be sent to:

U.S. Agency for International Development
Office of the Inspector General
P.O. Box 657
Washington, DC 20044-0657
Phone: 1-800-230-6539 or 202-712-1023
Email: ig.hotline@usaid.gov

URL: <https://oig.usaid.gov/content/usaid-contractor-reporting-form>.

Failure to make required disclosures can result in any of the remedies described in 2 CFR §200.339 Remedies for noncompliance, including suspension or debarment (See 2 CFR 180, 2 CFR 780 and 31 U.S.C. 3321).

Contractor must include this mandatory disclosure requirement in all subcontracts under this award.

40.11 VOLUNTARY POPULATION PLANNING ACTIVITIES – SUPPLEMENTAL REQUIREMENTS (JANUARY 2009) (include if contract involves family planning or population activities that will be supported, in whole or in part, from funds under this contract)

a. Voluntary Participation and Family Planning Methods:

(1) Contractor agrees to take any steps necessary to ensure that funds made available under this award will not be used to coerce any individual to practice methods of family planning inconsistent with such

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individual's moral, philosophical, or religious beliefs. Further, the Contractor agrees to conduct its activities in a manner which safeguards the rights, health, and welfare of all individuals who take part in the program.

- (2) Activities which provide family planning services or information to individuals, financed in whole or in part under this agreement, must provide a broad range of family planning methods and services available in the country in which the activity is conducted or must provide information to such individuals regarding where such methods and services may be obtained.

b. Requirements for Voluntary Family Planning Projects

- (1) A family planning project must comply with the requirements of this paragraph.
- (2) A project is a discrete activity through which a governmental, nongovernmental, or public international organization provides family planning services to people and for which funds obligated under this award, or goods or services financed with such funds, are provided under this award, except funds solely for the participation of personnel in short- term, widely attended training conferences or programs.
- (3) Service providers and referral agents in the project must not implement or be subject to quotas or other numerical targets of total number of births, number of family planning acceptors, or acceptors of a particular method of family planning. Quantitative estimates or indicators of the number of births, acceptors, and acceptors of a particular method that are used for the purpose of budgeting, planning, or reporting with respect to the project are not quotas or targets under this paragraph, unless service providers or referral agents in the project are required to achieve the estimates or indicators.
- (4) The project must not include the payment of incentives, bribes, gratuities or financial rewards to (i) any individual in exchange for becoming a family planning acceptor or (ii) any personnel performing functions under the project for achieving a numerical quota or target of total number of births, number of family planning acceptors, or acceptors of a particular method of contraception. This restriction applies to salaries or payments paid or made to personnel performing functions under the project if the amount of the salary or payment increases or decreases based on a predetermined number of births, number of family planning acceptors, or number of acceptors of a particular method of contraception that the personnel affect or achieve.
- (5) A person must not be denied any right or benefit, including the right of access to participate in any program of general welfare or health care, based on the person's decision not to accept family planning services offered by the project.
- (6) The project must provide family planning acceptors comprehensible information about the health benefits and risks of the method chosen, including those conditions that might render the use of the method inadvisable and those adverse side effects known to be consequent to the use of the method. This requirement may be satisfied by providing information in accordance with the medical practices and standards and health conditions in the country where the project is conducted through counselling, brochures, posters, or package inserts.
- (7) The project must ensure that experimental contraceptive drugs and devices and medical procedures are provided only in the context of a scientific study in which participants are advised of potential risks and benefits.
- (8) With respect to projects for which USAID provides, or finances the contribution of, contraceptive commodities or technical services and for which there is no subaward or contract under this award, the organization implementing a project for which such assistance is provided must agree that the project will comply with the requirements of this paragraph while using such commodities or receiving such services.
- (9) Contractor must notify the Company when it learns about an alleged violation in a project of the requirements of subparagraphs (3), (4), (5), or (7) of this paragraph.

c. Additional Requirements for Voluntary Sterilization Programs

- (1) Funds made available under this award must not be used to pay for the performance of involuntary sterilization as a method of family planning or to coerce or provide any financial incentive to any individual to practice sterilization.
- (2) Contractor must ensure that any surgical sterilization procedures supported, in whole or in part, by funds from this award are performed only after the individual has voluntarily appeared at the treatment facility and has given informed consent to the sterilization procedure. Informed consent means the voluntary, knowing assent from the individual after being advised of the surgical procedures to be followed, the attendant discomforts and risks, the benefits to be expected, the availability of alternative methods of family planning, the purpose of the operation and its irreversibility, and the option to withdraw consent any time prior to the operation. An individual's consent is considered voluntary if it is based upon the exercise of free choice and is not obtained by any special inducement or any element of force, fraud, deceit, duress, or other forms of coercion or misrepresentation.
- (3) Further, Contractor must document the patient's informed consent by (i) a written consent document in a language the patient understands and speaks, which explains the basic elements of informed consent, as set out above, and which is signed by the individual and by the attending physician or by the authorized assistant of the attending physician; or, (ii) when a patient is unable to read adequately a written certification by the attending physician or by the authorized assistant of the attending physician that the basic elements of informed consent above were orally presented to the patient, and that the patient thereafter consented to the performance of the operation, the receipt of this oral explanation must be acknowledged by the patient's mark on the certification and by the signature or mark of a witness who speaks the same language as the patient.
- (4) Contractor must retain copies of informed consent forms and certification documents for each voluntary sterilization procedure for a period of three years after performance of the sterilization procedure.

d. Prohibition on Abortion-Related Activities:

- (1) No funds made available under this award will be used to finance, support, or be attributed to the following activities: (i) procurement or distribution of equipment intended to be used for the purpose of inducing abortions as a method of family planning; (ii) special fees or incentives to any person to coerce or motivate them to have abortions; (iii) payments to persons to perform abortions or to solicit persons to undergo abortions; (iv) information, education, training, or communication programs that seek to promote abortion as a method of family planning; and, (v) lobbying for or against abortion. The term "motivate," as it relates to family planning assistance, must not be construed to prohibit the provision, consistent with local law, of information or counselling about all pregnancy options.
- (2) No funds made available under this award will be used to pay for any biomedical research which relates, in whole or in part, to methods of, or the performance of, abortions or involuntary sterilizations as a means of family planning. Epidemiologic or descriptive research to assess the incidence, extent, or consequences of abortions is not precluded.

40.12 Protection of the Individual as A Research Subject (April 1998) (include if human subjects are involved in research financed by this contract)

- a. Safeguarding the rights and welfare of human subjects involved in research supported by USAID is the responsibility of the organization to which support is awarded. USAID has adopted the Common Federal Policy for the Protection of Human Subjects, Part 225 of Title 22 of the Code of Federal Regulations (the "Policy"). Additional interpretation, procedures, and implementation guidance of the Policy are found in USAID General Notice entitled "Procedures for the Protection of Human Subjects in Research Supported by USAID," issued April 19, 1995, as amended. USAID's Cognizant Human Subjects Officer (CHSO) in USAID/W has oversight, guidance, and interpretation responsibility for the Policy.

- b. Contractor organizations must comply with USAID policy when humans are the subject of research, as defined in 22 CFR 225.102(d), funded by the Contract must provide “assurance,” as required by 22 CFR 225.103, that they follow and abide by the procedures in the Policy. See also Section 5 of the April 19, 1995, USAID General Notice which sets forth activities to which the Policy is applicable. The existence of a bona fide, applicable assurance approved by the Department of Health and Human Services (HHS) such as the “multiple project assurance” (MPA) will satisfy this requirement. Alternatively, organizations can provide an acceptable written assurance to the Company as described in 22 CFR 225.103. Such assurances must be determined by the CHSO to be acceptable prior to any applicable research being initiated or conducted under the award. In some limited instances outside the U.S., alternative systems for the protection of human subjects may be used provided they are deemed “at least equivalent” to those outlined in Part 225 (See 22 CFR 225.101[h]). Criteria and procedures for making this determination are described in the General Notice cited in the preceding paragraph.
- c. Since the welfare of the research subject is a matter of concern to USAID as well as to the organization, USAID staff consultants and advisory groups may independently review and inspect research and research processes and procedures involving human subjects, and based on such findings, the CHSO may prohibit research which presents unacceptable hazards or otherwise fails to comply with USAID procedures. Informed consent documents must include the stipulation that the subject's records may be subject to such review.

40.13 Prohibition on the Promotion or Advocacy of the Legalization or Practice of Prostitution or Sex Trafficking (Assistance) (September 2014)

- (a) The U.S. Government is opposed to prostitution and related activities, which are inherently harmful and dehumanizing, and contribute to the phenomenon of trafficking in persons. None of the funds made available under this Contract may be used to promote or advocate the legalization or practice of prostitution or sex trafficking. Nothing in the preceding sentence shall be construed to preclude the provision to individuals of palliative care, treatment, or post-exposure pharmaceutical prophylaxis, and necessary pharmaceuticals and commodities, including test kits, condoms, and, when proven effective, microbicides.
- (b) (1) Except as provided in (b)(2), by accepting this Contract, Contractor agrees that it is opposed to the practices of prostitution and sex trafficking.
- (b) (2) The following organizations are exempt from (b)(1):
 - (i) the Global Fund to Fight AIDS, Tuberculosis and Malaria; the World Health Organization; the International AIDS Vaccine Initiative; and any United Nations agency.
 - (ii) U.S. non-governmental contractors/subcontractors and
 - (iii) Non-U.S. contractors and subcontractors if the contract or Contract is for commercial items and services as defined in FAR 2.101, such as pharmaceuticals, medical supplies, logistics support, data management, and freight forwarding.
- (b) (3) Notwithstanding section (b)(2)(iii), not exempt from (b)(1) are non-U.S. contractors, and subcontractors that implement HIV/AIDS programs under this assistance award, any subaward, or procurement contract or Contract by:
 - (i) Providing supplies or services directly to the final populations receiving such supplies or services in host countries;
 - (ii) Providing technical assistance and training directly to host country individuals or entities on the provision of supplies or services to the final populations receiving such supplies and services; or

- (iii) Providing the types of services listed in FAR 37.203(b)(1)-(6) that involve giving advice about substantive policies of a Contractor, giving advice regarding the activities referenced in (i) and (ii), or making decisions or functioning in a Contractor's chain of command (e.g., providing managerial or supervisory services approving financial transactions, personnel actions).

(c) The following definitions apply for purposes of this provision:

"Commercial sex act" means any sex act on account of which anything of value is given to or received by any person.

"Prostitution" means procuring or providing any commercial sex act and the "practice of prostitution" has the same meaning.

"Sex trafficking" means the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act (22 U.S.C. 7102(9)).

(d) This provision includes express terms and conditions of the award and any violation of it shall be grounds for unilateral termination of the award by the Company prior to the end of its term.

40.14 Defense Base Act (DBA) Workers' Compensation Insurance for Procurement Contract (December 2014)

Workers' Compensation Insurance (Defense Base Act)

(a) The Contractor must--

- (1) Before commencing performance under this contract, establish provisions to provide for the payment of disability compensation and medical benefits to covered employees and death benefits to their eligible survivors, by purchasing Defense Base Act (DBA) insurance pursuant to the terms of the contract between USAID and USAID's DBA insurance carrier unless the Contractor qualifies as a self-insurer under the Longshore and Harbor Workers' Compensation Act (33 U.S.C. 932) as extended by the Defense Base Act (42 U.S.C. 1651, et seq.), or has an approved retrospective rating agreement for DBA. The Contractor must continue to maintain these provisions to provide such Defense Base Act benefits until contract performance is completed.
- (2) If USAID or the Contractor has secured a waiver of DBA coverage in accordance with AIDAR 728.305-70(a) for contractor's employees who are not citizens of, residents of, or hired in the United States, the contractor agrees to provide such employees with worker's compensation benefits as required by the laws of the country in which the employees are working, or by the laws of the employee's native country, whichever offers greater benefits. The Department of Labor has granted partial blanket waivers of DBA coverage applicable to USAID-financed contracts performed in countries listed in the DEFENSE BASE ACT (DBA) WAIVER LIST.
- (3) Within ten days of an employee's injury or death or from the date the Contractor has knowledge of the injury or death, submit Form LS-202 (Employee's First Report of Injury or Occupational Illness) to the Department of Labor in accordance with the Longshore and Harbor Workers' Compensation Act (33 U.S.C. 930(a), 20 CFR 702.201 to 702.203).
- (4) Pay all compensation due for disability or death within the timeframes required by the Longshore and Harbor Workers' Compensation Act (33 U.S.C. 914, 20 CFR 702.231 and 703.232).
- (5) Provide for medical care as required by the Longshore and Harbor Workers' Compensation Act (33 U.S.C. 907, 20 CFR 702.402 and 702.419).
- (6) If controverting the right to compensation, submit Form LS-207 (Notice of Controversion of Right to Compensation) to the Department of Labor in accordance with the Longshore and Harbor Workers' Compensation Act (33 U.S.C. 914(d), 20 CFR 702.251).

- (7) Immediately upon making the first payment of compensation in any case, submit Form LS-206 (Payment of Compensation Without Award) to the Department of Labor in accordance with the Longshore and Harbor Workers' Compensation Act (33 U.S.C. 914(c), 20 CFR 702.234).
- (8) When payments are suspended or when making the final payment, submit Form LS- 208 (Notice of Final Payment or Suspension of Compensation Payments) to the Department of Labor in accordance with the Longshore and Harbor Workers' Compensation Act (33 U.S.C. 914 (c) and (g), 20 CFR 702.234 and 702.235).
- (9) Adhere to all other provisions of the Longshore and Harbor Workers' Compensation Act as extended by the Defense Base Act, and Department of Labor regulations at 20 CFR Parts 701 to 704.

For additional information on the Longshore and Harbor Workers' Compensation Act requirements see <http://www.dol.gov/owcp/dlhwc/lbdba.htm>.

Contractor must insert the substance of this clause including this paragraph in all subcontracts to which the Defense Base Act applies (all services subcontracts performed overseas).

ANNEX A: DELIVERABLES/STATEMENT OF WORK

A.1. Statement of Work

[Insert Statement of Work/Statement of Objectives/Performance Work Statement/Specifications]

A.2. Deliverable Specifications

[Insert detailed description of deliverables and other expectations under the Contract.]

A.3. Deliverable Acceptance Criteria

[Insert detailed description of deliverable acceptance criteria under the Contract.]

A.4. Progress Payments

This is a Firm Fixed Price Contract for the delivery of item XXXXX at the total price of \$XXXXX.

Final deliverables may be submitted within one week of the stated deadline to be considered on-time unless a separate deadline is approved by the authorized Company Contracting Representative in writing. Final deliverables must be submitted via email OR INDICATE DELIVERY INSTRUCTIONS to POC.

In consideration of the period of performance, the Company agrees to provide progress/milestone financing payments to the Contractor as outlined below (INDICATE ITEMS). The milestone progress payments are financing payments, as opposed to delivery payments, and do not represent payments for completed deliverables. The Company recoups progress payments through deduction of liquidations from payments that would otherwise be due to the Contractor for delivery of completed contract items (i.e. INDICATE ITEMS), i.e. \$XXXX (Firm Fixed Price). In the event of termination for default, any unliquidated progress payments must be returned to the Company.

All progress payment milestones must adhere to the respective specifications (A.2. Deliverable Specifications) and acceptance criteria (A.3. Deliverable Acceptance Criteria) above in order to trigger a payment. If the final deliverables (INDICATE ITEMS) are deemed unacceptable in accordance with the specifications (A.2. Deliverable Specifications) or acceptance criteria (A.3. Deliverable Acceptance Criteria), and the issues are not cured within a reasonable time, as may be approved by the Company, and the contract is terminated for default, the Contractor shall, on demand, repay to the Company the amount of progress payments within 30 days of the notification of termination for default. The Company shall be liable for no payment under this Contract except as provided by the Default clause of this Contract.

A.5. Deliverables Schedule

The deliverables specified in Annex B must be provided and accepted by the due dates specified.

ANNEX B: PAYMENT SCHEDULE

The following deliverables must be provided and accepted by [Insert Title of Company Representative] by the due dates specified.

[explain if drafts will be allowed to be submitted and how long after the draft submission the Company will provide comments and how long after that the final submission must be made and, if accepted, trigger the payment of the corresponding milestone amount below. Indicate if items are progress payments.]

| Deliverable | Deliverable Description | Required Documentation | Acceptance Criteria | Margin of Error | Due Date | # of items | Price Per Item | Total Price |
|-------------|-------------------------|------------------------|---------------------|-----------------|----------|------------|----------------|-------------|
| | | | | Nil | | | | |
| | | | | Nil | | | | |
| | | | | Nil | | | | |
| | | | | Nil | | | | |

ANNEX C: COMPANY POLICIES AND PROCEDURES

By signing this Agreement, Contractor acknowledges that it has received and read the following policies of the Company and agrees to comply fully with such policies in performing this Agreement:

- Business Partner Code of Conduct
- Child Protection Guidelines
- [Insert Others as Required]

All documents can be downloaded in full at <http://www.thepalladiumgroup.com/policies>.