

# Request for Proposals

## **Conduct the Study on the Administrative Procedures Compliance Cost Index of 2019 and 2020 for USAID Linkages for Small and Medium Enterprises (LinkSME) Project**

<b>Issue Date:</b>	<b>4 March 2020</b>
<b>Closing Date For Proposals:</b>	<b>24 March 2019</b>
<b>Closing Time:</b>	<b>5:00 p.m. Hanoi time</b>
<b>Project Title:</b>	<b>Administrative Procedures Compliance Cost Index (APCI)</b>
<b>Bid Reference Number:</b>	<b>LINKSME-RFP-001-2020</b>

### **1. Disclaimer**

The information contained in this request for proposals (hereinafter referred to as RFP) document is provided to the Offeror(s) by the International Executive Service Corps (IESC) for the USAID Linkages for Small and Medium Enterprises (LinkSME) project.

IESC desires to receive proposals from Vietnamese companies or organizations who can provide services to conduct a study and develop the report on the compliance costs in 2019 and 2020 of the Advisory Council for Administrative Procedures Reform (ACAPR) of the Vietnamese Government's Prime Minister via data collection and interviews with stakeholder groups and experts, and then analyze the data to develop the Administrative Procedures Compliance Cost Index (APCI).

IESC anticipates that the selected firm would later conduct the 2021 and 2022 surveys and produce the APCI for those years; this is subject to a review of the selected firm's performance for the 2019/2020 APCI.

The purpose of this RFP document is to provide Offeror(s) with information to assist them in the preparation of their proposals for the services that IESC seeks to source. This RFP document does not claim to contain all the information each Offeror may require. Each Offeror should conduct their own assessment and should check the accuracy, reliability, and completeness of the information in this RFP document, and where necessary obtain independent advice from appropriate sources.

IESC may cancel this RFP and is under no obligation to make an award as a result of this RFP, although IESC fully anticipates doing so.

Note that the selected Offeror may be subject to USAID's approval. Any activities under a final award are subject to and shall be carried out in accordance with the regulations promulgated by USAID, the Federal Acquisition Regulations (FAR), and any other subsequently published rule or regulation governing USAID programs.

IESC may, at its own discretion, but without being under any obligation to do so, update, amend, or supplement the information in this RFP document.

Interested Offerors are responsible for all costs associated with preparation and submission of proposals and will not be reimbursed by IESC.

IESC may choose to award for part of the activities in the RFP.

## **2. Background**

IESC – the International Executive Service Corps – is a U.S.-based nonprofit that seeks private enterprise solutions to problems of poverty in developing countries and around the world. By providing a mix of technical assistance and volunteer expert support, IESC works with emerging industries, financial institutions, and governments to stabilize economic environments, increase opportunity, and promote growth.

IESC is the implementing organization of Linkages for Small and Medium Enterprises Project funded by the United States Agency for International Development (USAID). One of key objectives of USAID LinkSME aims to strengthen the capabilities of the intermediary organizations in Vietnam, such as business associations, export development centers, and SME promotion agencies, to facilitate the supplier-buyer relationships between Vietnamese small and medium enterprises (SMEs) and lead firms located in Vietnam and expand Vietnamese SMEs' capacity to participate in manufacturing supply chains. USAID LinkSME is to enhance the business enabling environment by institutionalizing key reforms and strengthening the legal and regulatory framework for SME growth across the nation. Overall, this project will advance the Indo-Pacific vision of improved economic competitiveness and support USAID/Vietnam's objective of expanding inclusive, market-driven, private sector-led growth.

During the last several years, administrative procedures (AP) reforms were among the top priorities set by the Prime Minister and the Government as a solution to enhance the competitiveness of Vietnam. The reform approaches have changed from output-based reforms towards more concrete and measurable reforms that hold line ministries and provinces accountable for the respective results expected of the reforms. The reforms carried out under the Government's Project 30 on AP reforms previously and a series of Resolutions No.19/No.02 on improving business environment in recent years are among notable examples of this new trend. The project's government counterpart for this effort is

Committee IV and Advisory Council for Administration Procedure Reform (ACAPR) Secretariat.

There are several indices developed to promote reforms at both central and provincial levels, such as the Provincial Competitiveness Index (PCI), and the Provincial Governance and Public Administration Performance Index (PAPI). These indices have generated competition among line ministries and provinces in carrying out targeted reform programs. A common feature of these indices is a perception survey of businesses and citizens to measure the perceived or experienced impact related to implementing reforms by government agencies. However, these survey-based indices lack quantitative aspects. A question from the business community remains unanswered: “How do these reforms help businesses to reduce costs and improve their competitiveness?”

Motivated by the vision of the new government as a “facilitation government,” which considers the business community as the key driver of development and growth in Vietnam, a new initiative was introduced by the Chairman of the Advisory Council of Administrative Procedures Reform (ACAPR), who is also the Chairman of the Office of Government. This initiative developed the **Administrative Procedures Compliance Cost Index (APCI) to measure the costs of procedures related to the business climate and country competitiveness**. The index measures in **monetary terms** the actual costs of each AP that the business community in Vietnam is bearing, from which to pinpoint APs that generate large burden on business, and to identify areas where costs could be cut or reduced.

APCI was developed and, for the first time, studied in 2018. As that, a methodology of calculating compliance cost, surveying, cleaning and analyzing data was set up and an APs basket of over 80 APs was defined for APCI 2018. This methodology and APs basket will be adjusted annually depending on each year Government’s reform priorities and other practical context. Over the years a database of compliance costs would be established, which would help to assess the performance of ministries and agencies in the administrative reform by time. APCI 2018 was launched in August 2018 and provided benchmark for the following years to assess the reforms.

### 3. Subcontract Objectives

The overall intention of this subcontract is to help the Vietnamese Government to improve the business environment by identifying administrative reforms that, if reformed, would enhance the commercial institutional administrative processes (AP) and capacity by advancing the two specific objectives:

- Provide evidence-based analysis of actual cost burdened on businesses according to regulations, from which the Government could evaluate the efficiency of its AP reform agenda by year.
- Pinpoint ministries, agencies that generate high compliance cost, identify procedures which could be cut or reduced by comparing APCI in 2019 compared to 2018, as well as 2020 compared to 2019.

#### **4. Period of Performance**

The USAID LinkSME project is seeking an organization to support ACAPR and the Project to conduct study and develop APCI 2019-2020 reports. As such, the estimated period of performance for the development of the survey, conducting the data collection, and developing the reports is estimated to be April 15, 2020 to September 15, 2020.

IESC anticipates that the selected firm would later conduct the 2021 and 2022 surveys, thus three surveys in total during the life of this subcontract and produce the APCI for those years; this is subject to the firm's performance for the 2019/2020 APCI. Unlike the 2019/2020 APCI, the 2021 and 2022 surveys would be separate surveys, one each for 2021 and 2022. The 2021 and 2022 surveys will be options IESC exercises subject to the subcontractor's initial performance period.

#### **5. Scope Statement**

IESC is seeking a qualified Vietnamese company to develop and conduct a survey to measure the efficiency of reform implementation of Ministries, Provinces; and recommendations/suggestions for reform towards groups of regulations, administrative procedures, and/or the implementation issues that create obstacles and barriers to businesses and country economic development proposed, including regulations, procedures related to SME participation into value chains. All proposals must be valid for one hundred and twenty (120) days from date of submission.

#### **6. Statement Of Work**

##### **6.1. Schedule of Authorities**

The resulting contract from this RFP will be managed by the IESC Deputy Project Director based in Hanoi, Vietnam. The Deputy Project Director will review and approve contract deliverables and invoices and give direction to the selected Offeror in the performance of their work. Additional contractual oversight will be provided by the USAID LinkSME Project Director.

##### **6.2. Activities**

The selected Offeror is expected to undertake the following tasks:

No.	Activities	Outputs	In collaboration with
<b>A. Update Methodology and AP Basket</b>			
1.	Determine APs that will be included in the study basket	AP basket for APCI 2019 and AP basket for APCI 2020 (At least 80 APs)	OOG <sup>1</sup> (APCA) <sup>2</sup> , ACAPR <sup>3</sup> (Committee IV)
2.	Adjust compliance cost methodology, data collecting and analysis tools	Compliance cost calculating formula, an update data collecting tool and data analysis tool	ACAPR (Committee IV)
3.	Update APCI questionnaires	Questionnaires	ACAPR (Committee IV)
<b>B. Data Collection and Survey</b>			
1.	Collect list of enterprises that have performed APs in the last 6 months in 2018 and in the last 6 months in 2019.	At least 100,000 enterprises that have performed APs in the last 6 months in 2018 and 150,000 in 2019	All ministries and People's Committees in 63 provinces, OOG (APCA), ACAPR (Committee IV)
2.	Survey and Collect information relating to implementing selected APs in practice from enterprises, line ministries, People's Committees	Summary report about enterprises' recommendations and information from line ministries in practice	All ministries and People's Committees in 63 provinces, OOG (APCA), ACAPR (Committee IV)

<sup>1</sup> OOG: Office of Government

<sup>2</sup> Administration Procedure Control Agency

<sup>3</sup> Advisory Council for Administration procedure reform

3.	Workshops on key issues found from surveys	Workshops	ACAPR (Committee IV)
4.	Data cleaning and validation	Cleaned data for analysis	ACAPR (Committee IV)
<b>C. Data Analysis Report Writing</b>			
1.	Data analysis and Report writing	Draft APCI 2020 Report which include 2 main part: Part 1: APCI report in 2019 and Part 2: benchmarking APCI 2019 to APCI 2018 and APCI 2020 to APCI 2019	ACAPR (Committee IV)
2.	Consultation workshop(s) on draft reports	Final APCI 2020 Report	OOG (APCA), ACAPR (Committee IV)

### 6.3. Survey Information

#### **Location of Activity**

- Surveys are implemented in all 63 provinces and ministries for every single AP determined to be included in the AP basket for the study.
- In-depth survey with stakeholder groups and experts are conducted in at least 7 provinces.

#### **Key Stakeholders**

Key implementing partner for this activity is Committee IV under ACAPR. Other collaborators and associating agencies include:

- Administrative Procedure and Control Agency (APCA) of the Office of Government (OOG)
- All ministries
- People's Committees in 63 provinces
- Businesses

**Sample size:** At least 30,000 firms in each year.

### **Data Capture Requirements:**

The APCI study will inform the development or reform of legal instruments and APs proposed to better serve and support Vietnamese SMEs' competitiveness. For example, the APCI Report will provide recommendations APs and/or other policies related to the business climate and country competitiveness.

## **7. Subcontract Type and Deliverables**

The subcontract will be a **fixed-priced, deliverables-based** contract. Costs per each deliverable provided in the four tables below shall be proposed by the offeror. The list of deliverables for use in preparing proposals can be found in the tables below. Payment will be made based on the achievement of each milestone.

Note that figures included in this RFP are in Vietnamese Dong (VND). Proposals are expected to be received in VND. Should a Vietnamese Offeror be selected, the Offeror shall receive their award in VND.

<b>Table 1. 2019 Survey Deliverables</b>	<b>Due Date</b>	<b>Cost VND</b>
<b>Deliverable Number and Name</b>		
<b>No. 2019-01:</b> Approved survey design (including methodology, APs basket selected for 2019 and 2020, questionnaires). Submission should be in Vietnamese and English.	15 business days after award	TBD
<b>No. 2019-02:</b> Microsoft Excel sheet of cleaned data upon completion of survey (including surveyed enterprises list and responded list). Submission should be in Vietnamese and English.	15 business days after completion of survey	TBD
<b>No. 2019-03:</b> Summary report from surveys about enterprises' recommendations and information from line ministries. Provided in Microsoft word, single-spaced 12 font approximately 30 to 35 pages. Submission should be in Vietnamese and English.	15 business days after completion of in-depth surveys	TBD
<b>No. 2019-04:</b> Final APCI 2019 report (which includes benchmarking of APCI 2019 to APCI 2018) and presentation approximately 20 to 25 slides. Report shall be provided in Microsoft word, single-spaced 12-font approximately 50 to 60 pages. Submission should be in Vietnamese and English.	15 days after completion	TBD

<b>Table 2. 2020 Survey Deliverables</b>	<b>Due Date</b>	<b>Cost VND</b>
<b>Deliverable Number and Name</b>		

<b>No. 2020-01:</b> Approved survey design (including methodology, APs basket selected for 2019 and 2020, questionnaires) Submission should be in Vietnamese and English.	15 business days after award	TBD
<b>No. 2020-02:</b> Excel sheet of cleaned data upon completion of survey (including surveyed enterprises list and responded list) Submission should be in Vietnamese and English.	15 business days after completion of survey	TBD
<b>No. 2020-03:</b> Summary report from surveys about enterprises' recommendations and information from line ministries. Submission should be in Vietnamese and English Submission should be in Vietnamese and English.	15 business days after completion of in-depth surveys	TBD
<b>No. 2020-04:</b> Final APCI 2020 report (which includes benchmarking of APCI 2020 to APCI 2019) and presentation approximately 20 to 25 slides. Report shall be provided in Microsoft word, single-spaced 12 -font approximately 50 to 60 pages. Submission should be in Vietnamese and English.	15 days after completion	TBD

<b>Table 3. 2021 Survey Deliverables</b> <b>Deliverable Number and Name</b>	<b>Due Date</b>	<b>Cost VND</b>
<b>No. 2021-01:</b> Approved survey design (including methodology, APs basket selected for 2021, questionnaires). Submission should be in Vietnamese and English.	15 business days after subcontract amendment	TBD
<b>No. 2021-02:</b> Excel sheet of cleaned data upon completion of survey (including surveyed enterprises list and responded list). Submission should be in Vietnamese and English.	15 business days after completion of survey	TBD
<b>No. 2021-03:</b> Summary report from surveys about enterprises' recommendations and information from line ministries. Submission should be in Vietnamese and English.	15 business days after completion of in-depth surveys	TBD
<b>No. 2021-04:</b> Final APCI 2021 report (which includes benchmarking of APCI 2021 to APCI 2020) and presentation approximately 20 to 25 slides. Report shall be provided in Microsoft word, single-spaced 12-font approximately 50 to 60 pages. Submission should be in Vietnamese and English.	15 days after completion	TBD

<b>Table 4. 2022 Survey Deliverables</b> <b>Deliverable Number and Name</b>	<b>Due Date</b>	<b>Cost VND</b>
--	-----------------	-----------------

<b>No. 2022-01:</b> Approved survey design (including methodology, APs basket selected for 2022 questionnaires). Submission should be in Vietnamese and English.	15 business days after subcontract amendment	TBD
<b>No. 2020-02:</b> Excel sheet of cleaned data upon completion of survey (including surveyed enterprises list and responded list). Submission should be in Vietnamese and English.	15 business days after completion of survey	TBD
<b>No. 2022-03:</b> Summary report from surveys about enterprises' recommendations and information from line ministries. Submission should be in Vietnamese and English.	15 business days after completion of in-depth surveys	TBD
<b>No. 2022-04:</b> Final APCI 2022 report (which includes benchmarking of APCI 2022 to APCI 2021) and presentation approximately 20 to 25 slides. Report shall be provided in Microsoft word, single-spaced 12-font approximately 50 to 60 pages. Submission should be in Vietnamese and English.	15 days after completion	TBD

## 8. Instructions to Offerors

### 8.1. Submission

1. Offers received after the closing date may not be considered.
2. Offers must be in VND.
3. Technical and cost proposals must be submitted as two separate documents. Cost information must not be included in the technical proposal.

Offerors must submit their proposals in English by the closing date and time, as listed on page one, to the following: [Procurement@linksme.org](mailto:Procurement@linksme.org).

### 8.2. Clarification and Amendments

Offerors may request clarifications via email to [procurement@linksme.org](mailto:procurement@linksme.org) not later than **5:00 P.M., Hanoi time, on Monday, March 16, 2020**. IESC will provide answers to these questions and requests for clarification asked by all Offerors simultaneously via email and posted on the IESC website with the RFP before 17:00 U.S. Eastern Standard Time on **Friday, March 20, 2020**. IESC may not answer questions before the proposal submission deadline outside of the allotted response period for clarifications. No questions will be answered over the phone or in person.

### 8.3. Chronological List of Proposed Events:

The following calendar summarizes important dates in the solicitation process. Offerors must strictly follow these deadlines:

RFP published	March 04, 2020
Deadline for written questions	March 16, 2020
Answer provided to questions/clarifications	March 20, 2020
Proposal due date	March 24, 2020
Subcontract award	Mid-April 2020

#### 8.4. Cover Page and Markings

In addition to the required proposal documents listed in sections 10 and 11 below, please include a cover page with your submission for the technical and the cost proposals (separate cover pages). The cover page should be on company letterhead and should contain the following information:

- 1) Project or Title (from the front page of this RFP document)
- 2) Proposal Reference Number (from the front page of this RFP document)
- 3) Company Name
- 4) Company Address
- 5) Name of Company's authorized representative
- 6) Contact person if different that Company's representative
- 7) Telephone #, Cellular/Mobile Phone #, Email address
- 8) Duration of Validity of proposal
- 9) Total Proposed Price (**cover page of cost proposal only**)
- 10) Signature, date, and time

#### 9. Eligibility Requirements

Offeror may be required to present a business registration and must have proved experience in conducting large quantitative surveys and data analysis, and in conducting surveys with line ministries, provinces, and businesses in Vietnam; and for U.S. or other development partners or anticipated in developing APCI 2018 is preferred. The Offeror has capabilities in connecting and dialogue quickly with network of all line ministries, provinces, Vietnamese enterprises and business associations is also preferred. The Offeror would be a private firm, non-profit, civil society organization. Co-joint proposal is acceptable provided that it is made clear who will be the subcontractor in the technical proposal. Award may be contingent upon USAID final approval.

#### 10. Basis for Award

IESC anticipates that award will be based on best-value principles. Accordingly, award will be made to the technically acceptable Offerors whose proposals provide the greatest overall value to IESC and the USAID LinkSME project, price and other factors considered, and whose proposals conform to all solicitation requirements.

To determine best value, proposals will be evaluated on the criteria below. The number of points assigned, totaling 100 points, indicates the relative importance of each individual criterion. Offerors should note that these criteria serve to: (a) identify the significant factors which Offerors should address in their proposals, and (b) set the standard against which all proposals will be evaluated.

## **11. Technical Proposal Evaluation**

Please read carefully, the following are instructions for preparing proposals. Proposals must be organized into sections corresponding to the sections presented in **11.1 Technical Evaluation Criteria** and numbered accordingly. Please stay within the page limits given below. Only include the requested information and avoid submitting extra content. Any pages exceeding the page limitation for each section of the proposal will not be evaluated.

Proposals shall be written in English with each page numbered consecutively. Cover pages, dividers, and tables of contents are not subject to the page limit.

### **11.1. Technical Evaluation Criteria**

Proposals will be evaluated according to the following criteria. Points will also reflect the overall presentation of the proposal, which should be clear, complete, well organized, and well written. Most importantly, proposals should address all the requirements listed in this RFP.

#### **[1] Technical and Management Approach: 3-page limit; possible points 60**

Proposals will be scored on the effectiveness of the proposal to meet the requirements of the beneficiary survey for the program, as outlined in **Section 6.2 Activities and Section 6.3 Survey Information**, and will be reviewed based on the following:

- Draft design of the surveys, considering the population size, survey locations, target groups, and other considerations listed in Sections 6.2 and 6.3. Design should clearly describe the proposed sample size and selection methodology for each target group based on the population sizes provided in Section 6.3;

- Description of logistics for conducting the surveys, including number of enumerators, as needed to meet the requirements listed in Section 6.2 and sufficiently survey the two target groups;
- Description of process to ensure quality of data collected during the surveys;
- A demonstrated understanding of conducting beneficiary surveys in Vietnam; and
- A proposed timeline for each step of the survey design, implementation, and, completion.

**[2] Offeror’s Past Performance and References: 2-page limit (not including samples of previous work, which may be attachments); possible points 20**

The proposal must provide a detailed account of the Offeror’s record in implementing similar activities to those outlined in the tasks and activities. This should include sufficient information to demonstrate the Offeror’s performance for the above tasks and activities and include how the overall approach, including problem solving, is based on extensive prior experience in conducting beneficiary or other M&E surveys, especially those conducted for US or other donor agencies or anticipated in developing APCI 2018.

Offerors should also provide a minimum of three (3) references for past and present clients for which the Offeror has completed a similar task. References must include contact information.

**[3] Offeror’s Personnel Experience and Capacities: 2-page limit (not including resumes or CVs, which are attachments); possible points 10**

The technical proposal must include a description (biographical sketch acceptable) of at least one, but not more than two, personnel who would directly work on designing and providing oversight to the survey and be engaged with IESC and the MOD project team. Resumes or CVs must be submitted as attachments for individuals submitted in this section and do not count within the page limitations of this section.

This section will be marked on the extent to which the Offeror’s or its personnel have experience in the design and implementation of relevant beneficiary or similar surveys in Vietnam.

**[4] Local Knowledge: 1-page limit; possible points 10**

Offerors must demonstrate their knowledge of the environment in which the activity will take place and their experience working with Vietnamese government entities. The Offeror has capabilities in connecting and dialogue quickly with network of all line ministries, provinces, Vietnamese enterprises and business associations is also preferred.

## 12. Cost Proposal Evaluation

The Offeror shall submit a separate cost proposal that includes the project cost of performing the activities as described above. These costs should be broken down to show the cost of each deliverable for the **2019 APCI**, and the **2020 APCI survey** separately. Similarly, costs for **2021 and 2022 surveys** should also be presented separately. The **total costs for all four surveys** must be included in a summary sheet. As noted above, IESC will pay a fixed price per successful completion of each deliverable listed in **Section 7. Subcontract Type and Deliverables**.

All proposed costs must be in accordance with the U.S. Government Cost Principles under the Federal Acquisition Regulations (FAR) Part 31.

The cost proposal must include the following:

1. A spreadsheet that lists each deliverable per **Section 7. Subcontract Type and Deliverables** for the 2019 APCI, and the 2020 APCI and the proposed price for each deliverable.
2. The Offerors must provide either a detailed budget showing major line items such as Salaries, allowances, travel cost, other direct cost in unit prices, quantities and total price.
3. The cost proposal shall also include detailed budget narratives that explain the basis for the estimation of cost element or line item. Supporting information must be provided in sufficient detail to allow for a complete analysis of each cost element or item; units and unit costs must be provided. IESC may request additional cost information if Evaluation committee has concerns of the reasonableness, necessary and realism of an offeror's proposed cost.

## 13. Source of Funding, Authorized Geographic Code, and Source and Origin

Any subcontract resulting from this RFP will be financed with USAID funding and will be subject to U.S. Government and USAID regulations.

All goods and services offered in response to this RFP or supplied under any resulting award must meet USAID Geographic Code 937 in accordance with the United States Code of Federal Regulations (CFR), 22 CFR §228, available at:

<http://www.gpo.gov/fdsys/pkg/CFR-2012-title22-vol1/pdf/CFR-2012-title22-vol1-part228.pdf>.

The cooperating country for this RFP is Socialist Republic of Vietnam.

Offerors may not offer or supply any products, commodities or related services that are manufactured or assembled in, shipped from, transported through, or otherwise involving any of the following countries: Cuba, Iran, North Korea, (North) Sudan, Syria. The "related services" referenced above include incidental services pertaining to any/all

aspects of this work to be performed under a resulting subcontract (including transportation, fuel, lodging, meals, and communications expenses).

#### **14. Deviations**

IESC reserves the right to waive any deviations by offerors from the requirements of this solicitation that in IESC's opinion are considered not to be material defects requiring rejection or disqualification; or where such a waiver will promote increased competition.

#### **15. Discrepancies**

Please read the instructions carefully before submitting your proposal. Any discrepancy in following the instructions or award provisions may disqualify your proposal without recourse or an appeal for reconsideration at any stage.

#### **16. Conflict of Interest Declaration for the Survey and Report on the Administrative Procedures Compliance Cost Index of 2019 and 2020**

The following steps outline IESC's award selection process and should be understood by all Offerors to ensure the transparency of awards and avoid conflict of interest.

1. Request for Proposals (RFPs) are posted on IESC's website. The offer is open to all qualified Offerors;
2. Clarifications will be emailed to all Offerors submitting questions, as well as posted on IESC's website, simultaneously;
3. Once the proposals are received, an evaluation committee scores them;
4. Cost proposals are evaluated for reasonableness, accuracy, and completeness;
5. The best value proposal is selected based on a combination of the technical score and the cost. In cases of technical equivalency between offers, IESC may use cost as the deciding factor for award.

Please note that no activity can be started until USAID has given IESC approval to award the subcontract and both IESC and the awardee have signed a formal subcontract. In addition, IESC policies regarding code of conduct, fraud, and business ethics exists throughout the life of the subaward and beyond. Even if the subcontract is closed or has expired, if any party is found guilty of fraud, IESC will make a full report to the USAID Office of Inspector General, which may choose to investigate and prosecute guilty parties to the fullest extent of the law.

The selected offeror will be required to comply with all federal public contracting regulations, administrative standards, and provisions required by USAID.

## Attachment A

### U.S. Government Flow-Down Contract Clauses Notice Listing Contract Clauses Incorporated by Reference

The following contract clauses pertinent to this section are hereby incorporated by reference as required by U.S. Government public contracting regulations. This list is subject to change as appropriate; for example, depending on final negotiated amount of subcontract (if less than \$250,000) and proposed technical approaches, some FAR and/or AIDAR clauses may be deleted.

#### FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)

NUMBER	TITLE	DATE
52.202-1	DEFINITIONS	NOV 2013
52.203-3	GRATUITIES	APR 1984
52.203-5	COVENANT AGAINST CONTINGENT FEES	MAY 2014
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	SEP 2006
52.203-7	ANTI-KICKBACK PROCEDURES	MAY 2014
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	MAY 2014
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	MAY 2014
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	OCT 2010
52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT	OCT 2015
52.203-17	CONTRACTOR EMPLOYEE WHISTLERBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	APR 2014
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	MAY 2011
52.204-7	CENTRAL CONTRACTOR REGISTRATION	APR 2008
52.204-8	ANNUAL REPRESENTATIONS AND CERTIFICATIONS	NOV 2011
52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST TIER SUBCONTRACT AWARDS	OCT 2015
52.204-23	PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB AND OTHER COVERED ENTITIES	JUL 2018
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	OCT 2015

#### FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1) (continued)

NUMBER	TITLE	DATE
52.215-2	AUDIT AND RECORDS--NEGOTIATION	OCT 2010
52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT ( <i>Subcontractor must use this order of precedence in any lower-tier subcontracts</i> )	OCT 1997
52.215-14	INTEGRITY OF UNIT PRICES	OCT 2010

52.215-19	NOTIFICATION OF OWNERSHIP CHANGES	OCT 1997
52.215-23	LIMITATIONS ON PASS THROUGH CHARGES	OCT 2009
52.216-7	ALLOWABLE COST AND PAYMENT	OCT 1995
52.217-2	CANCELLATION OF MULTIYEAR CONTRACTS	OCT 1997
52.222-2	PAYMENT FOR OVERTIME PREMIUMS ( <i>\$0 authorized</i> )	JUL 1990
52.222-50	COMBATING TRAFFICKING IN PERSONS	MAR 201
52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING	AUG 2011
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUN 2008
52.227-14	RIGHTS IN DATA—GENERAL	MAY 2014
52.228-3	WORKERS' COMPENSATION INSURANCE (DEFENSE BASE ACT)	JUL 2014
52.228-7	INSURANCE – LIABILITY TO THIRD PERSONS	MAR 1996
52.232-17	INTEREST	MAY 2014
52.232-18	AVAILABILITY OF FUNDS	APR 1984
52.232-23	ASSIGNMENT OF CLAIMS	MAY 2014
52.232-39	UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS	JUN 2013
52.233-1	DISPUTES	MAY 2014
52.233-3	PROTEST AFTER AWARD	AUG 1996
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT 2004

#### FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1) (CONTINUED)

NUMBER	TITLE	DATE
52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	APR 1984
52.242-13	BANKRUPTCY	JUL 1995
52.244-2	SUBCONTRACTS ALTERNATE I	OCT 2010 JUN 2007
52.244-5	COMPETITION IN SUBCONTRACTING	DEC 1996
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	SEP 2016
52.245-1	GOVERNMENT PROPERTY	APR 2012
52.245-9	USE AND CHARGES	APR 2012
52.246-23	LIMITATION OF LIABILITY	FEB 1997
52.247-63	PREFERENCE FOR U.S.-FLAG AIR CARRIERS	JUN 2003
52.249-14	EXCUSABLE DELAYS	APR 1984
52.253-1	COMPUTER GENERATED FORMS	JAN 1991

#### I.2. AIDAR 48 CFR Chapter 7

NUMBER	TITLE	DATE
752.202-1(B)	USAID DEFINITIONS CLAUSE - GENERAL SUPPLEMENT FOR USE IN ALL USAID CONTRACTS (ALTERNATE 70)	JAN 1990
752.202-1(D)	USAID DEFINITIONS CLAUSE – SUPPLEMENT FOR USAID CONTRACTS INVOLVING PERFORMANCE OVERSEAS (ALTERNATE 72)	JUN 2009
752.204-2	SECURITY REQUIREMENTS	FEB 1999
752.211-70	LANGUAGE AND MEASUREMENT	JUN 1992
752.227-14	RIGHTS IN DATA	OCT 2007
752.228-3	WORKERS' COMPENSATION INSURANCE (DEFENSE BASE ACT)	DEC 1991
752.228-7	INSURANCE – LIABILITY TO THIRD PERSONS	JUL 1997

752.228-9	CARGO INSURANCE	DEC 1998
752.231-71	SALARY SUPPLEMENTS FOR HG EMPLOYEES	MAR 2015
752.245-70	GOVERNMENT PROPERTY-USAID REPORTING REQUIREMENTS	JUL 1997
752.245-71	TITLE TO AND CARE OF PROPERTY	APR 1984
752.247-70	PREFERENCE FOR PRIVATELY OWNED U.S. FLAG COMMERCIAL VESSELS	OCT 1996
752.7005	SUBMISSION REQUIREMENTS FOR DEVELOPMENT EXPERIENCE DOCUMENTS	SEP 2013
752.7008	USE OF GOVERNMENT FACILITIES OR PERSONNEL	APR 1984
752.7010	CONVERSION OF U.S. DOLLARS TO LOCAL CURRENCY ( <i>IESC to provide Mission Director directives to Subcontractor</i> )	APR 1984
752.7013	CONTRACTOR-MISSION RELATIONSHIPS	OCT 1989
752.7018	HEALTH AND ACCIDENT COVERAGE FOR USAID PARTICIPANT TRAINEES	JAN 1999
752.7019	PARTICIPANT TRAINING	JAN 1999
752.7023	REQUIRED VISA FORM FOR USAID PARTICIPANTS	APR 1984
752.7025	APPROVALS	APR 1984
752.7034	ACKNOWLEDGEMENT AND DISCLAIMER	DEC 1991
752.7035	PUBLIC NOTICES	DEC 1991
752.7038	NONDISCRIMINATION AGAINST END-USERS OF SUPPLIES AND SERVICES	OCT 2016

#### **FAR 52.204-1 APPROVAL OF CONTRACT (DEC 1989)**

This subcontract may be subject to the written approval of the Contracting Officer.

(End of clause)

#### **AIDAR 752.209-71 ORGANIZATIONAL CONFLICTS OF INTEREST DISCOVERED AFTER AWARD (JUN 1993)**

1. The Contractor agrees that, if after award it discovers either an actual or potential organizational conflict of interest with respect to this contract, it shall, subject to any confidentiality obligation owed to other parties, make an immediate and full disclosure in writing to the Contracting Officer which shall include a description of the action(s) which the Contractor has taken or proposes to take to avoid, eliminate or neutralize the conflict.
2. The Contracting Officer shall provide the contractor with written instructions concerning the conflict. USAID reserves the right to terminate the contract if such action is determined to be in the best interests of the Government.

(End of clause)

#### **AIDAR 752.242-70 PERIODIC PROGRESS REPORTS (OCT 2007)**

1. The Contractor shall prepare and submit progress reports as specified in the contract schedule. These reports are separate from the interim and final performance evaluation reports prepared by USAID in

accordance with (48 CFR) FAR 42.15 and internal Agency procedures, but they may be used by USAID personnel or their authorized representatives when evaluating the contractor's performance.

2. During any delay in furnishing a progress report required under this contract, the contracting officer may withhold from payment an amount not to exceed US\$25,000 (or local currency equivalent) or 5 percent of the amount of this contract, whichever is less, until such time as the contractor submits the report or the contracting officer determines that the delay no longer has a detrimental effect on the Government's ability to monitor the contractor's progress.

(End of clause)

**AIDAR 752.7013 CONTRACTOR-MISSION RELATIONSHIPS (JUNE 2018)  
(M/OAA-DEV-AIDAR-18-04c)**

1. The Contractor acknowledges that this contract is an important part of the United States Foreign Assistance Program and agrees that its operations and those of its employees in the Cooperating Country will be carried out in such a manner as to be fully commensurate with the responsibility, which this entails. This responsibility includes the Contractor ensuring that employees act in a manner consistent with the standards for United Nations (UN) employees in Section 3 of the UN Secretary General's Bulletin - Special Measures for Protection from Sexual Exploitation and Sexual Abuse (ST/SGB/2003/13).
2. The Mission Director is the chief representative of USAID in the Cooperating Country. In this capacity, the Mission Director is responsible for both the total USAID program in the cooperating country including certain administrative responsibilities set forth in this contract, and for advising USAID regarding the performance of the work under the contract and its effect on the United States Foreign Assistance Program. Although the Contractor will be responsible for all professional, technical, and administrative details of the work called for by the contract, it must be under the guidance of the Mission Director in matters relating to foreign policy. The Chief of Party must keep the Mission Director currently informed of the progress of the work under the contract.
3. If the Contractor determines that the conduct of any employee is not in accordance with the preceding paragraphs, the Contractor's Chief of Party must consult with the USAID contracting officer and the Mission Director and the employee involved and must recommend to the Contractor a course of action with regard to such employee.
4. The parties recognize the rights of the U.S. Ambassador to direct the removal from a country of any U.S. citizen or the discharge from this contract of any individual (U.S., third-country, or cooperating-country national) when, at the discretion of the Ambassador, the interests of the United States so require. Under these circumstances termination of an employee and replacement by an acceptable substitute must be at no cost to USAID.
5. If it is determined, under paragraphs (c) and (d) above, that the services of such employee must be terminated, the Contractor must use its best efforts to cause the return of such employee to the United States or third country point of origin as appropriate.

(End of clause)

**AIDAR 752.7025 APPROVALS (APR 1984)**

All approvals required to be given under the contract by the Contracting Officer or the Mission Director shall be in writing and, except when extraordinary circumstances make it impracticable, shall be requested by the Contractor sufficiently in advance of the contemplated action to permit approval, disapproval or other disposition prior to that action. If, because of existing conditions, it is impossible to obtain prior written approval, the approving official may, at his discretion, ratify the action after the fact.

(End of clause)

**AIDAR 752.7101 VOLUNTARY POPULATION PLANNING ACTIVITIES (JUNE 2008)**

1. Requirements for Voluntary Sterilization Program. None of the funds made available under this Contract shall 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. Prohibition on Abortion-Related Activities.
  1. No funds made available under this Contract 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, shall not be construed to prohibit the provision, consistent with local law, of information or counseling about all pregnancy options.
  2. No funds made available under this Contract 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.

(c) The Contractor shall insert this provision in all subcontracts.

(End of clause)

**AIDAR 752.222-71 NONDISCRIMINATION (JUNE 2012)**

FAR part 22 and the clauses prescribed in that part prohibit contractors performing in or recruiting from the U.S. from engaging in certain discriminatory practices.

USAID is committed to achieving and maintaining a diverse and representative workforce and a workplace free of discrimination. Based on law, Executive Order, and Agency policy, USAID prohibits discrimination in its own workplace on the basis of race, color, religion, sex (including pregnancy and gender identity), national origin, disability, age, veteran's status, sexual orientation, genetic information, marital status, parental status, political affiliation, and any other conduct that does not adversely affect the performance of the employee. USAID does not tolerate any type of discrimination (in any form, including harassment) of any employee or applicant for employment on any of the above-described bases.

Contractors are required to comply with the nondiscrimination requirements of the FAR. In addition, the Agency strongly encourages all its contractors (at all tiers) to develop and enforce nondiscrimination policies consistent with USAID's approach to workplace nondiscrimination as described in this clause, subject to applicable law.

(End of clause)

**AIDAR 752.231-72 CONFERENCE PLANNING AND REQUIRED APPROVALS (AUG 2013)**

1. Definitions. Conference means a seminar, meeting, retreat, symposium, workshop, training activity or other such event that requires temporary duty travel of USAID employees. For the purpose of this policy, an employee is defined as a U.S. direct hire; personal services contractor, including U.S. PSCs, Foreign Service National (FSN)/Cooperating Country National (CCN) and Third Country National (TCN); or a Federal employee detailed to USAID from another government agency.

2. The contractor must obtain approval from the contracting officer or the contracting officer's representative (COR), if delegated in the Contracting Officer's Representative Designation Letter, as prescribed in 731.205-43, prior to committing costs related to conferences funded in whole or in part with USAID funds when:
  1. Twenty (20) or more USAID employees are expected to attend.
  2. The net conference expense funded by USAID will exceed \$100,000 (excluding salary of employees), regardless of the number of USAID participants.
3. Conferences approved at the time of award will be incorporated into the award. Any subsequent requests for approval of conferences must be submitted by the contractor to the USAID contracting officer representative (COR). The contracting officer representative will obtain the required agency approvals and communicate such approvals to the contractor in writing.
4. The request for conference approval must include:
  1. A brief summary of the proposed event;
  2. A justification for the conference and alternatives considered, e.g., teleconferencing and videoconferencing;
  3. The estimated budget by line item (e.g., travel and per diem, venue, facilitators, meals, equipment, printing, access fees, ground transportation);
  4. A list of USAID employees attending and a justification for each; and the number of other USAID-funded participants (e.g., institutional contractors);
  5. The venues considered (including government-owned facility), cost comparison, and justification for venue selected if it is not the lowest cost option;
  6. If meals will be provided to local employees (a local employee would not be in travel status), a determination that the meals are a necessary expense for achieving Agency objectives; and
  7. A certification that strict fiscal responsibility has been exercised in making decisions regarding conference expenditures, the proposed costs are comprehensive and represent the greatest cost advantage to the U.S. Government, and that the proposed conference representation has been limited to the minimum number of attendees necessary to support the Agency's mission.

(End of clause)

#### **AIDAR 752.7036 IMPLEMENTING PARTNER NOTICES (IPN) FOR ACQUISITION**

This is not applicable to the Subcontractor.

#### **AIDAR 752.7037 CHILD SAFEGUARDING STANDARDS (AUG 2016)**

1. Implementation of activities under this award may involve children, or personnel engaged in the implementation of the award may come into contact with children, which could raise the risk of child abuse, exploitation, or neglect within this award. The contractor 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.
2. The contractor must also include in the code of conduct for all personnel implementing USAID-funded activities, the child safeguarding principles in paragraphs (a)(1) through (6) of this clause.
  3. The following definitions apply for purposes of this clause:
    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 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. 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.
    4. 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.
    5. 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.
    6. 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.
    7. Sexual abuse. Constitutes fondling a child's genitals, penetration, incest, rape, sodomy, indecent exposure, and exploitation through prostitution or the production of pornographic materials.
- (d) The contractor must insert this clause in all subcontracts under this award.

(End of clause)

**FAR 52.203-99 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS (APR 2015)**

1. The Contractor shall not require employees or subcontractors seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.
2. The contractor shall notify employees that the prohibitions and restrictions of any internal confidentiality agreements covered by this clause are no longer in effect.
3. The prohibition in paragraph (a) of this clause does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

4. (1) In accordance with section 7 43 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 the Contractor is not in compliance with the provisions of this clause.  
(2) The Government may seek any available remedies in the event the contractor fails to comply with the provisions of this clause.

(End of clause)

**-END-**