

LinkSME RFP-002-2021

Request for Proposals

Conduct activities to Support SMEs to enhance their capacity to access finance and reduce debt

Issue Date:	15 April 2021
Closing Date for Proposals:	06 May 2021
Closing Time:	5:30 p.m. Hanoi time
Project Title:	Supporting SMEs to enhance their capacity to access finance and reduce debt
Bid Reference Number:	LINKSME-RFP-002-2021

1. Disclaimer

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

The purpose of this RFP document is to provide potential Offerors 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 potential Offeror may require. Each potential Offeror should conduct its 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 the approval of the United States Agency for International Development (USAID). 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.

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IESC, at its own discretion, may award a firm to conduct only a part of the activities in the RFP.

2. Background

IESC is a U.S.-based nonprofit operating in Vietnam pursuant to an operating license issued by the People's Aid Coordinating Committee. It implements the USAID Linkages for Small and Medium Enterprises (USAID LinkSME) project under a contract with USAID.

The USAID LinkSME project supports the Government of Vietnam (GVN) in its efforts to develop, adopt, and implement policy and regulatory reforms to provide a more favorable environment for small and medium enterprises (SMEs). It also works with business support organizations (BSOs) and the GVN to improve the performance of SMEs and integrate them into lead-firm supply chains. The lead agency for the project's work with BSOs and SMEs is the Agency for Enterprise Development (AED) under the Ministry of Planning and Investment (MPI). Click [here](#) for more information.

USAID LinkSME is closely coordinating with the MPI to help SMEs to access finance on affordable terms, an area in which they have long struggled, with matters only made worse by the ongoing COVID-19 pandemic.

To support the MPI in assisting SMEs in accessing finance, USAID LinkSME is planning to engage a firm that will undertake research, produce educational documents, and offer training on access to finance and debt reduction.

3. Scope Statement

IESC is seeking a qualified private Vietnamese consulting firm or other organization to support the Agency for Enterprise Department (under the MPI) to conduct activities to **support SMEs in enhancing their capacity to access finance and reduce debt**. All proposals must be valid for one hundred and twenty (120) days from the date of submission.

4. Subcontract Objectives

The overall objectives of this subcontract are to:

- Provide the MPI information and advice sufficient to allow it to develop an action plan for helping enterprises in restructuring debt and accessing finance in the 2021-2025 period.

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- Provide the MPI with two research reports designed to help SMEs obtain access to finance.
- Offer SMEs training sessions on how to negotiate restructurings of debt and/or access new lines of credit.

5. Period of Performance

The estimated period of performance for the development of the survey, conducting the data collection, and developing the reports is estimated to be May 25, 2021 to October 31, 2021.

6. Statement of Work

6.1 Contract Oversight

The selected Offeror will report to the Access to Finance Technical Assistance Manager/Advisor, who will review contract deliverables and invoices and give direction to the selected Offeror in the performance of its work. Additional contractual oversight and final approval of deliverables will be provided by the Market Linkages Team Leader.

6.2 Activities

The selected Offeror is expected to undertake the following tasks, which will be completed in collaboration with the USAID LinkSME project and AED:

No.	Task
1	Conduct surveys of financial entities necessary to produce a report described below in Section 7, Deliverable 1.
2	Conduct surveys of SMEs necessary to produce a report described below in Section 7, Deliverable 2.
3	Supplement the above surveys with a literature review of international best practices sufficient to produce a report described below in Section 7, Deliverable 3.
4	Draft an action plan in line with the description below in Section 7, Deliverable 4.

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5	Develop a map of finance sources for SMEs in Vietnam as described below in Section 7, Deliverable 5.
6	Conduct research on new and innovative financial products sufficient to develop the report described below in Section 7, Deliverable 6.
7	Prepare and offer the training course and SME evaluation described below in Section 7, Deliverable 7 keeping in mind that the training materials will eventually be uploaded to a website operated by or for the MPI.
8	Attend one consultation workshop to vet the draft action plan in Hanoi with stakeholders and two events launching the plan in Hanoi and Ho Chi Minh City after it has been approved.

7. Subcontract Type and Deliverables

The arrangement governing the contemplated work and payment therefore will be a **fixed-priced, deliverables-based** contract. The list of deliverables for use in preparing proposals can be found below; costs per each deliverable in the table below shall be proposed by the Offeror. Payment will be made based on the achievement of each milestone.

No.	Deliverables	Due Date
1	A report based on a survey of financial entities that describes (i) their policies for lending to SMEs after the COVID-19 pandemic, (ii) the products they are offering SMEs, and (iii) new and creative loan products for SMEs. Include 3 main issues (i) policies for SMEs after the Covid 19 pandemic (ii) products to supports SMEs (iii) strategy to apply new and creative products to SMEs.	July 30, 2021
2	A report based on a survey of SMEs that describes (i) the constraints they face in debt restructuring and obtaining new lines of credit from financial institutions after COVID-19, (ii) the ways SMEs are overcoming these constraints (iii) SMEs' suggestions for overcoming these constraints in the future, and (iv) training needs SMEs have requested to accomplish items (ii) and (iii).	July 30, 2021
3	A report on international best practices that, if employed in Vietnam, could help SMEs in restructuring debt and accessing finance.	August 31, 2021
4	A draft action plan for consideration by the MPI to help SMEs	September 30,

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	restructure debt and access finance in the period 2021- 2025.	2021
5	A detailed map of finance sources for SMEs in Vietnam suitable for publication on the MPI's business portal	September 30, 2021
6	A research report on new and innovative financial products and new sources of finance that financial institutions in Vietnam should consider offering in the future.	September 30, 2021
7	Three regional training sessions with minimum of 30 participants each on enhancing credit opportunities- general principles and SME evaluation (Phase 1). Three regional training sessions on enhancing credit opportunities- lessons learned and next steps (Phase 2).	July 30, 2021 August 31, 2021
8	A report on the 6 training sessions after phase 1 and phase 2	October 31, 2021
9	A minimum 30 pages of final report on the overall scope of work	October 31, 2021

8. Instructions to Potential Offerors

8.1. Submission

1. Offers received after the closing date may not be considered.
2. Cost proposal must be in VND (with possible reference to US Dollars).
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

8.2. Clarifications and Amendments

Potential Offerors may request clarifications in English via email to procurement@linksme.org. These must be submitted no later than **5:30 P.M. Hanoi time, on the date specified below**. IESC will post answers to the questions and requests for

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clarification asked by all Offerors and received by the deadline on the IESC website with the RFP before the close of business on the date specified below. 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	15 April 2021
Deadline for written questions and review of documents	20 April 2021
Answer provided to questions/clarifications	23 April 2021
Proposal due date	06 May 2021
Subcontract award (estimated)	25 May 2021

9. Cover Page and Markings

In addition to the required proposal documents listed in sections 12 and 13 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. Bid 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 than 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

10. Eligibility Requirements

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Offerors are qualified private Vietnamese firms or organizations. Offerors may be required to present a business registration and must have proven experience in conducting research on policies on banking and SME finance and the offerors have experience in SMEs offsite training and online training sessions and they are eligible for conducting surveys and data analysis with SMEs and financial entities. It is preferred that the Offeror has capabilities in working with line ministries, financial institutions, Vietnamese SMEs, and business associations. The Offeror would be a private firm, non-profit, or civil society organization. Joint proposals are acceptable provided that it clearly clarifies who will be the sub-contractor in the technical proposal. Award may be contingent upon USAID final approval.

11. 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.

12. 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 **12.1 Technical Evaluation Criteria** and numbered accordingly. Please stay in 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 may 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.

12.1. 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.

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[1] Technical and management approach and capability: 15 pg. limit; possible points 40

Proposals will be scored on the demonstration of technical expertise, capability to conduct activities and deliver the outputs as outlined in **Section 6.2 Activities**, and will be reviewed based on:

- An outline of the methodology for undertaking the surveys contemplated in Tasks 1 and 2
- The Offeror's demonstrated understanding of the substantive issues that need to be addressed in undertaking the research and producing the documents described as Deliverables 1-6
- The Offeror's demonstrated understanding of the challenges and opportunities in training SME on how to reduce debt and access finance
- A proposed plan to provide the training sessions described as Deliverable 7
- Proposed work plan to implement activities

[2] Offeror's past performance and references: 5 pg. limit (not including samples of previous work, which may be attachments); possible points 30

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 prior experience on carrying out research on access to finance.

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: 10 pg. limit (not including resumes or CVs, which are attachments); possible points 30

The technical proposal must include a description (biographical sketch acceptable) of the individuals that would be responsible for the deliverables and would be directly working on this assignment. Please include a level of effort chart that includes the expected percentage of time and number of working days for each individual and/or position that will be working on the assignment.

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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 conducting the activities.

13. 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 separate cost elements of each deliverable and **total estimated cost for all deliverables listed in Section 7. Subcontract Type and Deliverables**. As noted above, IESC will pay a fixed price per approved 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 FAR Part 31.

The cost proposal must include:

1. A spreadsheet that lists each deliverable per **Section 7. Subcontract Type and Deliverables** and the proposed payment price for each deliverable.
2. The offeror must provide either a detailed budget showing major line items such as Salaries, allowances, travel cost, other direct cost or Activity budget. The budget must show unit prices, quantities and total price.
3. The cost proposal shall also include a budget narrative that explain the basic 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. IESC shall request additional cost information if Evaluation committee has concerns of the reasonableness, necessary and realism of an offeror's proposed cost.
4. If it is an offeror's regular practice to budget indirect rate, the offeror must explain the rate and the rate's base of application in the budget narrative. IESC reserves the right to request additional information to substantiate an offeror's indirect rate.

14. Source of Funding, Authorized Geographic Code, and Source and Nationality

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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. Related services include incidental services pertaining to any/all aspects of this work to be performed under a resulting contract (including transportation, fuel, lodging, meals, and communications expenses). In addition, please note that the successful offeror will be required to certify at subcontract award that it will not provide “covered telecommunications equipment or services” (as those terms are defined and this restriction is imposed on subcontractors under 48 C.F.R. § 52.204-25) as a part of any products or services being provided to IESC pursuant to the subcontract.

15. 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.

16. 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.

17. Conflict of Interest Declaration

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;

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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;
6. No activity can be started until USAID has approved the appointment of the subcontract and both IESC and the awardee have signed a formal contract; and,
7. IESC policy against fraud and code of business ethics exists throughout the life of the subaward and beyond. Even if the subaward 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 administrative standards and provisions required by USAID.

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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

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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 WHISTLERBLOWER RIGHTS	APR 2014

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52.204-25	PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT	AUG 2020
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	JUL 2018

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BY KASPERSKY LAB AND OTHER COVERED
ENTITIES

52.209-6	PROTECTING THE GOVERNMENT'S INTEREST	OCT 2015
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WHEN SUBCONTRACTING WITH
CONTRACTORS

DEBARRED, SUSPENDED, OR PROPOSED

FOR DEBARMENT

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	OCT 1997

*FORMAT (Subcontractor must use this order of
precedence in*

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any lower-tier subcontracts)

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

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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

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52.233-1	DISPUTES	MAY 2014
52.233-3	PROTEST AFTER AWARD	AUG 1996
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT	OCT 2004
	CLAIM	

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	OCT 2010

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	ALTERNATE I	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

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I.2. AIDAR 48 CFR Chapter 7

NUMBER	TITLE	DATE
752.202-1(B)	USAID DEFINITIONS CLAUSE - GENERAL SUPPLEMENT	JAN 1990
	FOR USE IN ALL USAID CONTRACTS (ALTERNATE 70)	
752.202-1(D)	USAID DEFINITIONS CLAUSE – SUPPLEMENT FOR USAID	JUN 2009
	CONTRACTS INVOLVING PERFORMANCE OVERSEAS	
	(ALTERNATE 72)	
752.204-2	SECURITY REQUIREMENTS	FEB 1999
752.211-70	LANGUAGE AND MEASUREMENT	JUN 1992

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752.227-14	RIGHTS IN DATA	OCT 2007
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752.228-3	WORKERS' COMPENSATION INSURANCE	DEC 1991
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(DEFENSE BASE ACT)

752.228-7	INSURANCE – LIABILITY TO THIRD PERSONS	JUL 1997
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752.228-9	CARGO INSURANCE	DEC 1998
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752.231-71	SALARY SUPPLEMENTS FOR HG EMPLOYEES	MAR 2015
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752.245-70	GOVERNMENT PROPERTY-USAID	JUL 1997
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REPORTING REQUIREMENTS

752.245-71	TITLE TO AND CARE OF PROPERTY	APR 1984
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752.247- 70	PREFERENCE FOR PRIVATELY OWNED U.S. FLAG	OCT 1996
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COMMERCIAL VESSELS

752.7005	SUBMISSION REQUIREMENTS FOR DEVELOPMENT	SEP 2013
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EXPERIENCE DOCUMENTS

752.7008	USE OF GOVERNMENT FACILITIES OR	APR 1984
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PERSONNEL

752.7010	CONVERSION OF U.S. DOLLARS TO LOCAL	APR 1984
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*CURRENCY (IESC to provide Mission Director
directives*

to Subcontractor)

752.7013	CONTRACTOR-MISSION RELATIONSHIPS	OCT 1989
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752.7018	HEALTH AND ACCIDENT COVERAGE FOR	JAN 1999
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USAID PARTICIPANT TRAINEES

752.7019	PARTICIPANT TRAINING	JAN 1999
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752.7023	REQUIRED VISA FORM FOR USAID PARTICIPANTS	APR 1984
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752.7025	APPROVALS	APR 1984
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752.7034	ACKNOWLEDGEMENT AND DISCLAIMER	DEC 1991
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752.7035	PUBLIC NOTICES	DEC 1991
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752.7038	NONDISCRIMINATION AGAINST END-USERS OF	OCT 2016
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SUPPLIES AND SERVICES

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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

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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.

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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)

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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.

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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:

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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)

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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.

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(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 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 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-