

Request for Proposals

Conduct independent review of selected regulations related to business activities

Issue Date:	June 28, 2022
Closing Date for Proposals:	July 22, 2022
Closing Time:	5:30 PM Hanoi Time
Bid Reference Number:	LINKSME-RFP-09-2022
Project Title:	Conduct independent review of regulations related to business activities
Activity Number:	C1-2022-01
Relevant Activity Implementation Unit of the Government of Vietnam:	Administrative Procedure Control Agency (APCA), Office of the Government

1. Disclaimer

The information contained in this request for proposals (RFP) is provided to 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 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 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, 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 engagement of 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. Please see the attached flow-down clauses that will be incorporated into the final award.

IESC may, at its own discretion, but without being under any obligation to do so, update, amend, or supplement the information in this RFP. Interested offerors are responsible for all costs associated with the preparation and submission of proposals and will not be reimbursed by IESC. IESC, at its own discretion, may award a company to conduct only a part of the activities in the RFP.

2. Background

IESC is a U.S.-based nonprofit organization 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. Click [here](#) for more information.

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). The lead agency for the project's work on enabling the business environment is the Administrative Procedures Control Agency (APCA) under the Office of the Government (OOG). USAID LinkSME 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).

Resolution No. 68/NQ-CP on the promulgation of a program to reduce and simplify regulations related to business activities in the 2020 – 2025 period (Resolution 68) is a comprehensive regulatory reform program in Vietnam. Resolution 68 covers various kinds of regulations related to business activities, namely business requirements, administrative procedures, import and export quality controls, technical regulations and reporting requirements. Resolution 68 sets a target of reducing and simplifying at least 20% of regulations and cutting at least 20% of compliance costs in the 2020 – 2025 period. Successful implementation of Resolution 68 is expected to improve the quality of the business environment, making it less burdensome for enterprises, especially SMEs.

Under Resolution 68, line ministries are tasked to take stock of regulations related to business activities, and review and propose reform packages twice a year which should be implemented by developing or revising legal documents. However, proposals by line ministries do not always meet the expectations of the business community.

OOG, more specifically APCA, has been tasked to conduct independent reviews and make reform proposals. The independent review and assessment of OOG and its recommendations submitted to the Prime Minister are expected to improve the quality of regulatory reform proposals under Resolution 68.

In recent years, USAID LinkSME has supported OOG/APCA to carry out a series of independent reviews and studies on reform proposals submitted by ministries and provided direct comments on these. As a result, in November and December 2021, the Prime Minister issued seven Decisions approving the reform proposals of seven ministries.

Accordingly, USAID LinkSME will continue supporting OOG/APCA to conduct reviews and independent assessment of regulations related to business activities in 2022 and 2023 and provide specific business regulation reform proposals in, but not limited to, the

following areas:(1) planning and investment, (2) trade and industry, (3) finance, (4) transportation, (5) construction, (6) agriculture, (7) labor, invalids and social affairs, (8) health, (9) education and training and (10) justice.

The group within USAID LinkSME supporting this work is known as the Business Enabling Environment (BEE) Team.

3. Scope Statement

IESC is seeking two qualified Vietnamese companies or duly registered organizations to conduct studies to review and recommend reforms to selected regulations related to business activities in business areas that are subject to conditions (according to the Investment Law), and that fall within the broad state management areas above. Each company or duly registered organization will be required to produce up to 20 review reports.

All proposals must be valid for one-hundred and twenty (120) days from the date of submission.

4. Subcontract Objectives

The objective of this activity is to assist APCA to conduct independent reviews of regulations related to business activities, to make recommendations for reforms thereto, as the result enabling APCA to comment on the effectiveness of line ministries' reform proposals. This activity is expected to contribute to the issuance of the Prime Minister's Decisions approving the regulatory reform proposals of line ministries. The reduced and simplified regulations related to business activities will contribute to the improved business environment and reduction of compliance costs for enterprises, especially SMEs in the coming years.

5. Period of Performance

The estimated period of performance of these tasks will be from August 2022 – July 2023 to complete the activities listed below in section 6.2.

6. Statement of Work

6.1 Contract Oversight

The selected Offerors will report to a Technical Manager within the BEE Team (to be assigned). The Technical Manager will review contract deliverables and invoices and give direction to the selected Offerors in the performance of their work. Additional contractual oversight and final approval of deliverables will be provided by the BEE Team Leader. Selected Offerors will be required to submit review plans and draft reports for ongoing evaluation and guidance by USAID LinkSME quality assurance personnel prior to submission of final deliverables.

6.2 Activities

Each selected Offeror is expected to undertake the following tasks in close cooperation with APCA and USAID LinkSME:

No.	Activities	Timeline
1	Identify themes of the reports, develop the review plans for inputs and comments by APCA and USAID LinkSME.	Upon contract award - January 2023
2	Participate in field trips if they are organized by USAID LinkSME and APCA, maximum one field trip for each report, to collect data and information from localities and central agencies.	Upon contract award - June 2023
3	Organize up to 10 consultation workshops for the reports if required and approved by APCA and USAID LinkSME to gather inputs and comments of stakeholders on initial findings and proposals of the draft reports.	Upon contract award - June 2023
4	Develop up to 20 independent review reports for reforming business-related regulations.	Upon contract award - June 2023

Please note that the precise topics of the studies will be decided after consulting with, and obtaining the agreement of APCA, USAID LinkSME and the selected Offerors and will be based on: (i) priorities of the business community as expressed in existing published consultations and surveys such as the APCI and the PCI; (ii) the legal development programs of the GVN; and (iii) priorities of GVN leaders.

7. Subcontract Type and Deliverables

The arrangement governing the contemplated work and payment therefore will be a **fixed-priced, deliverables-based** contract. Each selected Offeror will be awarded their own 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.

The due dates mentioned in the below table are indicative for the time schedule only, and do not indicate the level of effort the Offeror, which has to be provided within these timeframes while also considering the time required by external parties or stakeholders or USAID LinkSME for reviewing, reacting, approving or other relevant activities.

Each selected Offeror will submit the following deliverables:

No.	Deliverables	Due Date
1	<p>Ten (10) independent review reports for reforming business-related regulations in selected business areas subject to business conditions.</p> <p>Each final report must be attached with a summary in English and Vietnamese with key findings, and recommendations.</p>	February 2023
2	<p>Ten (10) independent review reports for reforming business-related regulations in selected business areas subject to business conditions as specified in the Investment Law.</p> <p>Each final report must be attached with a summary in English and Vietnamese with key findings, and recommendations.</p>	June 2023

It is important to note that the total number of review reports can be fewer than 20 depending on the actual needs and available time for implementation.

Minimum requirements for each report: Each report shall be no less than 30 pages in Vietnamese. The reports must follow a clear methodology including: (i) the purpose of the research and identification of key audiences; (ii) the research methods and detailed inputs and data collected and used; (iii) the evidence-based research findings; (iv) recommendations based on the research findings and that identify which regulatory instruments require reform and why; and (v) an annex summarizing data collected from applicable field survey(s); and discussions and conclusions reached at the applicable consultation workshop(s). USAID LinkSME will provide the Selected Offerors with a style guide which, for the purposes of formatting and structuring each report, must be followed.

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 should submit their proposals in either English or Vietnamese 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 or Vietnamese via email to procurement@linksme.org. These must be submitted no later than **5:30 PM Hanoi time, on the date specified below**. IESC will post answers to the questions and requests for 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	June 28, 2022
Deadline for written questions	July 5, 2022
Answers provided to questions/clarifications	July 8, 2022
Proposal due date	July 22, 2022
Contract award (estimated)	End of August 2022

9. Cover Page and Markings

In addition to the required proposal documents listed in sections 12, 13, and 17 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

Each Offeror will be required to present a business registration and must have proven experience in conducting the tasks required. The Offeror could be a private company, non-profit organization, or private civil society organization. Firms operated as commercial companies or other organizations or enterprises (including nonprofit organizations) in which foreign governments or their agents or agencies have a controlling interest are not eligible as suppliers of commodities and services. No governmental, quasi-governmental, or parastatal organizations are eligible to bid on this RFP or to be awarded a contract under this RFP. Co-joint proposals are acceptable

provided that the technical and cost proposals clearly identify the sub-contractor(s). Award may be contingent upon USAID's final approval.

11. Basis for Award

IESC anticipates that award will be based on best-value principles. Accordingly, the award will be made to the technically acceptable Offeror(s) whose proposal(s) provides the greatest overall value to IESC and the USAID LinkSME project, price and other factors considered, and whose proposal(s) conforms to all solicitation requirements. To help determine the 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 the following instructions for preparing proposals carefully. Proposals must be organized into sections corresponding to the sections presented in **12.1 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 may not be evaluated.

Proposals shall be written in English or Vietnamese 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:

[1] Technical and management approach: 5-page limit; possible points: 40.

Proposals will be scored on the demonstration of the technical expertise and capabilities to conduct activities and deliver the tasks deliverables as outlined in **Section 6.2 Activities** and **Section 7 Subcontract Type and Deliverables** above, and will be reviewed based on:

- The Offeror's outline of regulatory review methodology for the purpose of regulatory reform;
- The Offeror's description of methods to organize consultation workshops;
- The Offeror's approach to structuring reports and a sample draft report outline; and

- The Offeror's work plan to implement activities.

[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 methodology and skills are based on extensive prior experience in conducting surveys and drafting policy assessment and recommendation reports. It is expected that Offerors who can demonstrate substantial relevant experience should be in a position to submit more attractive cost proposals than Offerors with less relevant experience.

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; it being noted that USAID LinkSME reserves the right to verify references.

[3] Offeror's Personnel Experience and Capacities: 3-page limit (not including resumes or CVs, which are attachments); possible points: 30.

The technical proposal must include a description (biographical sketch acceptable) of at least two, but not more than five, personnel who would directly work on this subcontract. Resumes or CVs must be submitted as attachments for individuals and do not count within the page limitations of this section.

This section will be marked on the extent to which the Offeror or its personnel have experience in the design and implementation of relevant regulatory reviews.

[4] Local knowledge: 1-page limit; possible points: 10.

The technical proposal must demonstrate knowledge of the environment in which the activity will take place and their experience working with GVN entities and the business community. The Offeror's demonstrated experience and capabilities in communicating broadly and efficiently with a network of line ministries, provinces, enterprises, and business associations should also be highlighted in this section.

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 of each deliverable and the total cost for all activities and deliverables. The total cost of the activities must be included in a summary sheet. 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 costs, other direct costs, or Activity budgets. The budget must show unit prices, quantities, and total price.
3. The cost proposal shall also include a budget narrative that explains the basis for the estimation of cost elements or line items. Supporting information must be provided in sufficient detail and include unit cost information to allow for a complete analysis of each cost element or item. IESC shall request additional cost information if the Evaluation Committee has concerns about the reasonableness, necessity, and realism of an Offeror's proposed cost.
4. If it is an Offeror's regular practice to budget an indirect rate for overhead costs, 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 of 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 the Socialist Republic of Vietnam. Offerors must 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, Request for Proposals, Page 9 and communications expenses). Offerors also must not offer or supply telecommunications equipment or services prohibited by Section 889 of the U.S. Government's National Defense Authorization Act (NDAA). The list of prohibited companies as defined by the U.S. Government under Section 889 is as follows:

- Huawei Technologies Company
- ZTE Corporation
- Hytera Communications Corporation Hangzhou Hikvision Digital Technology Company Dahua Technology Company
- And associated subsidiaries or affiliates

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

A duly authorized representative of the Offeror shall complete, sign, and submit the Conflict of Interest Declaration found in Attachment A. The completed declaration must be submitted with the technical proposal.

18. Award Selection Process

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. Requests 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; Cost proposals are evaluated for reasonableness, accuracy, and completeness;
4. The best value proposal is selected based on a combination of the technical score and the cost; and
5. No activity can be started until USAID has approved the appointment of the subcontract if necessary and both IESC and the awardee have signed a formal contract.

19. Ongoing Obligations and Integrity

The selected Offeror will be required to comply with all administrative standards and provisions required by USAID. The applicable contracting regulations as shown in Attachment B below will be included in the subcontract between IESC and the selected offeror.

IESC policy against fraud and code of business ethics exists throughout the life of the sub-award and beyond. Even if the sub-award 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.

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Attachment A

Disclosure Form

No application to serve as a subcontractor to IESC under this RFP will be considered unless the Offeror makes the disclosures below.

Why are these disclosures necessary?

Pursuant to the Project Implementation Manual for the USAID LinkSME Project, IESC must encourage a “competitive method of the subcontractor selection process.” During the implementation of the subcontract, IESC needs to ensure that the engaged subcontractor: (i) has been appointed in a fair, transparent and competitive manner; (ii) is not subject to any improper influence that may compromise its ability to produce work in good faith, to exercise independent judgment, or that calls into question the legitimacy and credibility of its work product; and (iii) produces deliverables that can be fairly and professionally evaluated free of any suggestion that the evaluation is subject to improper influence.

What disclosures must be made?

Offerors must disclose any relationship that:

- Indicates or suggests that the Offeror may have influence over employees of USAID LinkSME or its implementing partner so that its selection as a subcontractor is not and is not seen to be unfair or improper in any way.
- Indicates or suggests that the Offeror may be influenced by employees of USAID LinkSME, or its implementing partners so that its independent judgment or the credibility of its deliverables is or could be undermined or compromised in any way; and
- Indicates or suggests that the Offeror may have influence over employees of USAID LinkSME or its implementing partners so that the review of its performance or the acceptance of its deliverables is, or is seen to be, unfair or improper in any way.

What happens if a disclosure is made?

Not all disclosures will result in disqualification. IESC will consider each disclosure to determine the nature of the relationship disclosed, the extent to which it may influence a person, and the nature of the influence itself. In doing so the IESC may consider among other things, the duration of the relationship, whether it has a personal or financial element to it, and whether any mitigation measures might be put in place to limit the harm or potential harm that may arise in light of the disclosure.



What happens if a necessary disclosure is not made?

If IESC becomes aware of a relationship between the Offeror or any of its officers or employees that ought to have been disclosed by an Offeror and the Offeror has failed to do so, the IESC may:

- Disqualify the Offeror from the selection process no matter if the conflict was capable of mitigation or not; or
- Terminate any related subcontract and withhold any outstanding payments.

In such cases, the disqualification of an Offeror or the early termination of a subcontract, may be publicly disseminated which may have a negative impact on the Offeror's reputation. It is therefore in the best interests of each Offeror to make a full and comprehensive disclosure so that any questions regarding the validity of the Offeror's selection or the credibility of any subcontractor's work product are dealt with upfront, in a transparent, fair and amicable manner.

Disclosure Declaration

FIRM: _____

Date: _____

The following disclosure items for review and discussion are consistent with IESC's Ethics Policy and Procedure and Code of Business Ethics and Conduct (COBEC):

Disclosure Item	Response
<p>Does any employee of USAID LinkSME or of the Administrative Procedures Control Agency under the Office of Government :</p> <p>own any stock or have any other interest in the financial performance of your firm?</p> <p>have any financial or business interest in, including any right or claim to payment from, your firm?</p> <p>serve as an officer, director, employee, consultant, agent or partner of your firm?</p> <p>provide services to your firm?</p> <p>have any debts owed or payable to your firm?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>If you have answered YES to any questions in Part I above, please provide an explanation including:</p>	

Name(s) of employee(s):

Position(s):

Nature of the financial interest(s):

Value of the financial interest(s):

Disclosed person(s) involved in the preparation of the Offer? Yes No

Disclosed person(s) to be involved in the expected scope of work in the subcontract? Yes No

Has any employee or former employee of USAID LinkSME or of the Administrative Procedures Control Agency under the Office of the Government:

been offered or promised any employment at, stock or ownership in, or other financial benefit from your firm within the previous 12 months? Yes No

been hired by the Offeror within the last 12 months? Yes No

If you have answered YES to any question in Part II above, please provide an explanation including:

Name of employee

Position previously held (if applicable)

Position currently held (if applicable)

Disclosed person(s) involved in the preparation of the Offer? Yes No

Disclosed person(s) involved in the expected scope of work in the subcontract? Yes No

Is any officer, employee, consultant, or contractor of your firm who is involved in the preparation of your Offer, or may be involved in the provision of services to IESC under any subcontract:

related, whether by birth, adoption, marriage, or de facto life partnership to any employee of USAID LinkSME? Yes No



related, whether by birth, adoption, marriage, or de facto life partnership to any employee of Agency for Enterprise Development (AED) under the Ministry of Planning and Investment (MPI)?

 Yes

 No

NOTE: You are required to consult with relevant officers, employees, consultants or contractors of your firm to ensure that a full disclosure is made. IESC reserves the right to verify whether such consultation has taken place.

If you have answered YES to any question in Part III above, please provide an explanation including:

Name of employee(s)

Name of family relation(s)

Nature of relationship(s)

Position of employee(s)

Position of family relation(s)

Disclosed person(s) involved in the preparation of the Offer? Yes No

Disclosed person(s) involved in the expected scope of work in the subcontract? Yes No

USAID LinkSME mitigation comments:

Senior Management comments (if referred):

I, the undersigned, am duly authorized to make the disclosures on behalf of the undermentioned firm and acknowledge that in doing so the disclosures given herein are complete and accurate and that all necessary consultations with relevant officers, employees, consultants and contractors of the firm have been undertaken.

Duly Authorized Signatory of
[INSERT NAME OF FIRM]

Date

Reviewer Signature

Date

Senior Management Signature
(only if referred)

Date

Attachment B

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 REQUIREMENTS TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	APR 2014
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 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
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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
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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
	ALTERNATE I	JUN 2007
52.244-5	COMPETITION IN SUBCONTRACTRING	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	OCT 1996
	COMMERCIAL VESSELS	
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 TRANEES	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)

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