



## Request for Proposal (RFP)

<b>Issued on</b>	January 13, 2021
<b>Solicitation Number</b>	PIBD-DHK-RFP-FY21-18
<b>For</b>	Local legal counsel services.
<b>Period of Performance</b>	Approx. three years from the contract date
<b>Submission Deadline</b>	January 31, 2021

### Background

Pathfinder is driven by the conviction that all people, regardless of where they live, have the right to decide whether and when to have children, to exist free from fear and stigma, and to lead the lives they choose.

Since 1957, we have partnered with local governments, communities, and health systems to remove barriers to critical sexual and reproductive health services. Together, we expand access to contraception, promote healthy pregnancies, save women's lives, and stop the spread of new HIV infections, wherever the need is most urgent.

Our work ensures millions of women, men, and young people are able to choose their own paths forward.

Pathfinder International is implementing various project and activities in Bangladesh including USAID's Accelerating Universal Access to Family Planning (AUAFP), Packard Foundation, and other privately funded projects in Bangladesh.

Pathfinder Bangladesh is looking for local legal counsel services covering its country office operations.

### Scope of Work

We wish to retain a law firm to provide legal advice and representation on an as-needed basis to ensure that Pathfinder complies with the laws applicable to our activities and to protect our legal rights in Bangladesh. Matters may include, but are not necessarily limited to, contracts, labor and employment, registration, corporate law, real estate, and litigation. For example, Pathfinder may reach out to the local legal counsel for-

- any lawsuit, arbitration, notice of violation, adverse finding, or similar claim brought or threatened against Pathfinder;
- any notice of denial or other unfavorable communication relating to registration or similar requirements;
- any governmental inspection, search, request for documents, arrest, detention, or similar matter, other than routine inspections of project facilities or documents;
- any document establishing or relating to the structure of a local legal entity, such as by-laws or a certificate of incorporation;
- any contract or other legal document creating an obligation, other than project-related matters and procurement contracts;
- any contract or other legal document conveying an interest in Pathfinder's intellectual property to a third party, other than the nonexclusive right to use Pathfinder's name, logo or trademarks in connection with a project;

- any contract or other legal document providing a third party with access to any of Pathfinder's confidential information, unless it is in accordance with an approved nondisclosure agreement; and
- any other legal matter that could have a significant impact on Pathfinder's liability, operations, or reputation.

Relevant considerations for our selection include professional knowledge, experience, responsiveness, cost, and English language capability.

### **Proposal Deadline**

Application submission of this RFP must be received by Pathfinder no later than **January 31, 2021 COB**. Please submit your application and other information directly by email stating the solicitation number in the subject line to [shukhijibon18@gmail.com](mailto:shukhijibon18@gmail.com) and/or hard copy to below address:

Pathfinder International  
Shezad Palace, 32 Gulshan Avenue North C/A,  
5<sup>th</sup> Floor, Gulshan-2,  
Dhaka-1212, Bangladesh

For any queries, please email to [shukhijibon18@gmail.com](mailto:shukhijibon18@gmail.com) on or before **January 25, 2021**.

### **Payment Terms**

We anticipate entering into a contract based on time charged and hourly rates. We also will consider fixed charges for specific categories of work including retention following the business and payment practices in this sector. Payments will be made on a periodic or milestone basis as agreed to by the parties.

Tax will be paid following Bangladesh Government or as applicable rules and regulations and VAT (if applicable) will be paid through USAID VAT coupons issued by Government of Bangladesh.

### **Proposal Guidelines and Instructions**

A two-stage process will be used, with sealed bids. Potential suppliers will be required to submit two proposals, electronically, one a technical proposal and the other a cost proposal. All proposals must be signed and valid for a minimum of sixty (60) days.

Your proposal should provide basic information about your Individual/Company and relevant service offerings. It should have a section addressing each of the following areas (legal documents):

- Copy of e-TIN certificate (TAX will be submitted using this e-TIN number)
- National ID/Passport copy (if applying individually)
- Copy of valid Trade license
- Copy of valid VAT/BIN Registration Certificate
- Relationship disclosure
  - ✓ Describe any current or past relationship your organization may have with Pathfinder, and if it is a potential conflict of interest. If there is a potential conflict of interest, please explain how risk will be mitigated.
  - ✓ Describe any personal or family relationships any employee of the contractor has with any employee of Pathfinder. If there is a potential conflict of interest, please explain how risk will be mitigated.
  - ✓ Disclosure does not automatically disqualify offeror

The proposal should have the below parts:

## **1. Technical Proposal**

Your proposal should provide basic information about your law firm, attorneys who will be principally responsible for our matters, and relevant service offerings. It should have a section addressing each of the following areas:

### **a. Law Firm and Attorney Profiles**

- Provide a description of the law firm and professional biographies of the attorneys who will be principally responsible for the engagement.
- Summarize the firm's and attorneys' qualifications, experience and capabilities relating to the scope of work.
- Provide a detailed track record of previous similar work undertaken.

### **b. Approach**

- Describe the firm's approach to providing advice and representation as set forth in the scope of work.
- Describe the firm's approach to identifying and mitigating legal risks in the context of achieving client objectives

### **c. Responsiveness**

- Describe the level of service that the firm will provide, including how quickly attorneys will respond to phone calls and emails.
- Describe any current or past relationships your firm may have with Pathfinder.
- Describe any potential conflict of interest and how this will be addressed.

### **d. References**

- Submit three (3) client references with contact information for each key member of the proposed client service team.

### **e. Other (optional)**

- Provide any other information to demonstrate the law firm's capability in relation to the scope of work.

## **2. Cost Proposal**

Your cost proposal should be based on proposed hourly rates for the attorneys and other firm employees to be engaged on Pathfinder matters, as listed in an Annex to the proposal. In addition, you are encouraged to provide estimates or fixed amounts for specific types of matters within the scope of work, and indicate your willingness to enter into supplementary agreements for fixed fees regarding such matters.

Financial proposal must be submitted in BDT.

## Evaluation Criteria

In evaluating the proposals, Pathfinder International will seek the **best value for money** rather than the lowest priced proposal. Pathfinder will use a two-stage selection procedure for all the proposal that has passed the required criteria. Any proposals that failed the first stage will not move to the evaluation stage:

- the first stage will evaluate the legal documents pass/fail criteria.
- the second stage will evaluate the Cost and the Technical Proposal evaluation.

Specifically, the selection committee will evaluate each proposal upon the following criteria:

### First Stage:

Criteria	Weight
Bid Submission	Pass/Fail
a. Was the bid submitted on time?	
b. Is the potential bidder eligible? Did they clear the CSI check?	
c. Legal documents; National ID/Passport, Trade license, VAT/BIN and Tax documents	
d. If there is a potential conflict of interest, is there a proposed mitigation plan?	

### Second Stage:

Criteria	Weight
Professional knowledge: Is the firm familiar with the relevant areas of law?	30
Experience: What experience does the firm have in advising clients, especially other NGOs, on the kinds of matters described in the scope of work?	30
Approach and Responsiveness: Does the firm demonstrate an ability to provide advice that achieves client objectives in a legally compliant manner and that takes into account both benefit and risk? Will the firm respond promptly to Pathfinder's questions and requests?	30
English language capability: Are firm lawyers who will work on Pathfinder matters able to communicate clearly and effectively in English?	10
Total Weight	100

If at any time prior to award Pathfinder deems there to be a need for a significant modification to the terms and conditions of this RFP, Pathfinder will issue such a modification as a written RFP amendment to all competing bidders. No oral statement of any person shall in any manner be deemed to modify or otherwise affect any RFP term or condition, and no bidder shall rely on any such statement. Such amendments are the exclusive method for this purpose.

Pathfinder is not bound to accept the lowest or any proposal and reserves the right to accept any

proposal in whole or in part and to reject any or all proposals.

Pathfinder shall not be legally bound by any award notice issued for this RFP until a contract is duly signed and executed with the winning Bidder.

The evaluator will tally all the individual scores for each section and calculate the average score. The total average scores will be added to obtain the total points achieved by the individual supplier. If the total average score meets or exceeds 70 points, the supplier's cost proposal will be eligible for consideration.

The score for the cost proposal will be calculated in the following manner:

Cost proposal score =  $100 \times \text{Lowest cost} / \text{cost of the proposal under consideration}$ . The lowest cost proposal will receive the full 100 points.

The total score will be calculated as follows:

Total Score = Technical proposal score of the proposal under consideration multiplied by 0.75 plus (+) cost proposal score of the proposal under consideration multiplied by 0.25.

### **Terms**

Pathfinder reserves the right to cancel this solicitation at any point and is under no obligation to issue a subcontract as a result of this solicitation.

Pathfinder will not reimburse any expenses related to the preparation of any proposal related materials or delivery.

### **Agreement**

Any resulting contract will be subject to the terms and conditions contained in the annex. The period covered by the contract will be for approx. three years from the contract initiation date, subject to cancellation by Pathfinder for convenience or cause. The contract does not guarantee that any specific matter or quantity of work will be assigned to the firm.

**See Part A, B.**

## PART A. GENERAL TERMS AND CONDITIONS

1. **Scope of Work.** Under this Agreement, the Independent Contractor identified above (hereinafter "Contractor") will provide to Pathfinder International (hereinafter "Pathfinder") the professional services and deliverables set forth in the Scope of Work, hereby incorporated by reference. Time is of the essence with respect to performance, unless otherwise indicated in the Scope of Work.
2. **Term.** Pathfinder agrees to engage Contractor, and Contractor agrees to provide the agreed-upon services for the period mentioned above.
3. **Approvals.** This agreement is contingent upon receipt of: donor approval, satisfactory reference checks, background eligibility clearance, and confirmation of work authorization to work in the assigned country/countries. Pathfinder conducts background checks on all short-term Contractors.
4. **Relationship.** It is understood and agreed that the Contractor is furnishing services to Pathfinder International as an Independent Contractor, and nothing contained in the Agreement between Pathfinder and the Contractor shall create any association, partnership, joint venture, employer-employee or agent-principal relationship.
5. **Rate. Select 1:** For services performed during the term, the Contractor will be paid in accordance with their daily rate or (2) For services performed during the term, Contractor will be paid a fixed fee.
6. **Terms of Payment.**
  - 6.1 In no event shall the amount paid to Contractor exceed the fixed price or ceiling price, as applicable, stated in Article 5 without the express written authorization of Pathfinder.
  - 6.2 **Invoice Submission.** Contractor shall submit invoice(s) to the address to the attention of the Pathfinder employee identified in Article 23 below. **Select one: (1)** [For fixed-price agreements:] Invoices shall be submitted promptly upon completion of each milestone. **(2)** [Or for T&M agreements:] Invoices for level of effort (LOE) shall be submitted on a monthly basis. Invoices for all other expenses shall be submitted promptly upon completion of the required products/services.
  - 6.3 **Not applicable for fixed price agreement: Level of Effort.** Contractor may not work or be reimbursed for days beyond the maximum approved amount without prior written approval from Pathfinder. The maximum approved level of effort for this Agreement is 15 days, based on a five/six-day workweek and including travel. A day is defined as eight (8) work hours.
  - 6.4 **Method of Payment.** Contractor will be paid via (1) direct deposit to a bank account or (2) wire transfer to bank account]. Failure to provide accurate bank information in a timely manner may delay payment.
  - 6.5 **Timing of Payments.** Contractor shall be paid within thirty (30) days after Pathfinder's receipt of an invoice in the format prescribed in Annex B of this Agreement and acceptance by Pathfinder of the completed products/services in accordance with "Inspection & Acceptance" below, together with any required supporting documentation as described in Article 6.6 below and "Budget" (Attachment 2). Pathfinder is under no obligation to pay Contractor's invoices received later than ninety (90) days after completion of the required services/deliverables. Payment of Contractor invoices by Pathfinder shall not constitute final approval of the charges therein. All charges invoiced by Contractor may remain subject to Pathfinder and/or U.S. Government/Client audit and subsequent adjustment. Contractor agrees to reimburse Pathfinder for any costs disallowed by Client.
  - 6.6 **Inspection & Acceptance.** All deliverables shall be subject to final inspection by the individual stated in Article 23 below, and shall be accepted or rejected as promptly as practicable after delivery or performance. If a deliverable or service performed by Contractor is found to be

defective, Contractor shall be given the opportunity to correct any deficiencies within a reasonable period of time, not more than 10 days, unless otherwise agreed-to by Pathfinder. If correction of such work is impracticable, Contractor shall bear all risk after notice of rejection and shall promptly make all necessary replacements at its own expense, if so requested by Pathfinder. To the extent that Pathfinder is held financially responsible for any deficiencies in the services performed by the Contractor, the Contractor agrees to cure such deficiencies at the sole cost to the Contractor. Contractor is responsible for any deficiency on the part of its suppliers or subcontractors. Contractor shall be responsible for any additional costs of re-procurement that exceed the fixed price or ceiling price, as applicable, specified in Article 5 as may be necessary for Pathfinder to secure the supplies/services as a result of Contractor's inability to deliver or perform supplies or services that conform to the requirements of this Agreement.

6.7 *Late Deliveries*. In addition to any remedies available to it in the event of late delivery, Pathfinder may deduct 1% of the amount invoiced for such delivery for each day said delivery was late. This will not exceed 10% of the fixed price or ceiling price, as applicable, set forth in Article 5 above.

7. **Confidential Information**: Each party shall treat as confidential all information obtained from the other during the course of performance under the Agreement. Neither party shall disclose such information without prior written consent of the other, unless compelled to do so by law. All confidential information disclosed or otherwise made known to the Contractor as a result of the services remains the sole property of Pathfinder.

8. **Intellectual Property**: The title to all Intellectual Property rights in or in relation to material created during the course of the services, including but not limited to designs, works of authorship, analyses, reports, improvements or processes, vests in Pathfinder upon its creation. These rights include title and interest in patent, copyright, trademark and other proprietary rights. At its sole discretion, Pathfinder may grant to the Independent Contractor, a limited, royalty-free license to use material developed under this Agreement. In addition, nothing in this Agreement shall supersede the rights of donors supporting Pathfinder's work.

9. **Non-Compete**: While this Agreement is in effect, the Independent Contractor shall not perform similar services with any party directly or indirectly in competition with Pathfinder without giving prior notice to and obtaining written consent from Pathfinder.

10. **Assignment**. The Independent Contractor may not assign its rights or responsibilities under this Agreement without the prior written consent of Pathfinder.

11. **Child Safeguarding**. Contractor confirms its agreement to abide by Pathfinder's Child Safeguarding and Trafficking in Persons Policies, copies of which have been provided to and signed by the Contractor.

12. **Non-Solicitation**. During the term of this Agreement and for twelve (12) months following its termination the Contractor agrees not to solicit, entice, induce, encourage, or attempt to solicit, entice, induce, encourage any Pathfinder employee, either directly or indirectly, to leave Pathfinder's employ or to cause or attempt to cause any Pathfinder employee to become employed by any person or business entity competitive with or engaged in the business of Pathfinder.

13. **Conflict of Interest**.

13.1 During the term of this agreement as defined in Article 2 above, Contractor shall not engage, directly or indirectly, either in his/her own name or through the agency of another person, in any business, profession, or occupation in the country of assignment or any other country to which s/he may be assigned during the term of this Agreement. This includes loans to or investments in any business in the country of performance, as specified in the Scope of Work (Annex A). This

provision does not apply to Contractors who are citizens or legal residents of the country of performance.

13.2 To the best of his/her knowledge, Contractor presently has no conflict of interest with respect to the Services to be performed for Pathfinder under this Agreement. Contractor agrees not to enter into any such agreement or execute any documents that will create a conflict of interest or which will prevent it from freely performing any obligation under this Agreement. Contractor furthermore agrees to notify Pathfinder in writing should any potential conflict of interest arise during the term of this Agreement.

**14. Indemnification.** Independent Contractor will indemnify and hold Pathfinder, its employees, and its customers harmless from all penalties, damages and expenses, including attorneys' fees, incurred by Pathfinder and/or its customers (whether or not the agreement is canceled) caused by or arising out of Independent Contractor's breach of any term of this Agreement including, without limitation, the timely performance thereof.

**15. Compliance with Law** Contractor's performance of work and all products to be delivered shall be in accordance with any and all applicable regulations: executive orders, Federal, State, municipal, local and host country laws and ordinances, and rules, orders, requirements and regulations. This Agreement shall be governed by and construed in accordance with the laws of the state of Massachusetts without regard to the conflict of laws principles thereof.

**16. Severability.** If any provision of this Agreement is held to be invalid or unenforceable for any reason, the remaining provisions may continue in full force at the discretion of Pathfinder without being impaired or invalidated in any way. The invalid provision will be replaced with a valid provision which most closely approximates the intent and economic effect of the invalid provision.

**17. Force Majeure.** Any non-performance or delay in performance of any obligation of either party under this Agreement may be excused to the extent such failure or non-performance is caused by an event or condition beyond the reasonable control of the non-performing party, and which, by the exercise of due diligence, could not be avoided or overcome ("Force Majeure"). However, in no event will any non-performance or delay in performance of any of Contractor's suppliers or any labor disruption affecting Contractor specifically, and not Contractor's industry generally, constitute Force Majeure for Contractor. If Contractor is affected by Force Majeure, it will (i) promptly provide notice to Pathfinder, explaining the particulars and the expected duration of the Force Majeure and (ii) use its best efforts to remedy the interruption or delay if it is reasonably capable of being remedied, and to mitigate the adverse effects of such interruption or delay on Pathfinder, including sourcing substitute providers of services from the market, in order to meet Pathfinders' required completion dates. Contractor has an ongoing duty to keep Pathfinder apprised of the situation until resolved.

**18. Termination for Convenience:** Pathfinder International reserves the right to terminate this Agreement or any part hereof for its sole convenience. In the event of such termination, the Independent Contractor shall immediately stop all work hereunder. Subject to the terms of this Agreement, the Independent Contractor shall be paid for services rendered up to the time of termination.

**19. Termination for Cause:** Pathfinder International may terminate the Agreement or any part thereof, for cause in the event of any default by the Independent Contractor, or if the Independent Contractor fails to comply with any term or condition of the Agreement, or fails to provide Pathfinder upon request with adequate assurance of future performance, or in the event of termination of funding or the prime award for convenience. In the event of termination for cause, Pathfinder shall not be liable to the Independent Contractor for any amount for services not



accepted, and Independent Contractor shall be liable to Pathfinder for any and all rights and remedies provided under the Agreement or by law. If it is determined that Pathfinder improperly terminated the Agreement for default, such termination shall be deemed a termination for convenience.

## **20. Claims and Disputes.**

- 20.1 In the event of any dispute between Contractor and Pathfinder, a claim by the Contractor must be made in writing and submitted to Pathfinder's Director of Grants and Contracts, who shall render a decision within thirty (30) days of receipt of the Contractor's claim.
- 20.2 Any dispute, controversy, or claim arising out of or relating to this Agreement, or the breach, termination, or validity thereof, that cannot be resolved within a reasonable time following good faith attempts by the Parties shall be finally settled in accordance with the regulations of the American Arbitration Association (AAA). Proceeding shall be conducted in the state of Massachusetts, USA, unless another venue is mutually agreed upon in writing. Judgment upon any award rendered may be entered in any court of competent jurisdiction; provided, however, that the arbitrator shall have no authority to add to, modify, change, or disregard any lawful terms of this Agreement. The Parties expressly agree that the arbitrators shall have no power to consider or award punitive or exemplary damages, or any other multiple or enhanced damages, whether statutory or common law. This agreement to arbitrate shall be binding upon the heirs, successors, assigns, and any trustee, receiver, or executor of each Party. Unless otherwise ordered by the arbitrator, each party shall bear its own costs and fees, including attorneys' fees and expenses. The Contractor shall proceed diligently with performance of this Agreement pending final resolution of any claim.

## **21. Contractor Warranties, Representations, and Certifications.**

- 21.1 The violation of any of the following warranties, representations, or certifications shall represent a material breach and be grounds for termination for cause.
- 21.2 Warranties for Supplies/Services. Contractor warrants all supplies/services to be free from all material defects and expressly represents that all such required supplies/services are capable of providing/performing the function or service for which they were intended. Contractor agrees to pass on all manufacturers' warranties to Pathfinder. Contractor agrees to deliver/provide the products/services which are the subject-matter of this Agreement to Pathfinder free and clear of all liens, claims, and encumbrances. Contractor represents and warrants to Pathfinder that: (i) it has not entered into any agreement, or executed any document, with any individual or other organization that will prevent it from: (a) disclosing and assigning intellectual property in work product exclusively to Pathfinder; or (b) performing any other obligation under this Agreement; and (ii) it will not knowingly incorporate confidential information of any person or entity not a party to this Agreement into any materials furnished to Pathfinder without prior written notice to Pathfinder.
- 21.3 Representations. Contractor represents and : (i) no kickback, bribe, gratuity or transfer of anything of value was offered, agreed to, or made, nor shall be made, to or for the benefit of any employee or representative of Pathfinder in return for or in connection with the award of this Agreement; (ii) the Contractor has not engaged in bid-rigging or other collusive agreements or behavior with any actual or potential competitor for this Agreement or any other person, which behavior could have had the effect of lessening competition for the award of this Agreement or of raising the price of the Deliverables or the Services procured; (iii) no offer, payment, consideration, or benefit of any kind, which constitutes an illegal or corrupt practice, has been made or shall be made, either directly or indirectly, as an inducement or reward for the award of this Agreement; and (iv) all statements of material fact contained in any proposal, response, certification, or questionnaire submitted by Contractor or any of its representatives in connection with the solicitation, award or negotiation of this Agreement were true and complete when made.

21.4 **Certifications.** Contractor certifies by acceptance of this agreement that (i) neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any U.S. Federal Government department or agency; (ii) neither it nor its principals have been convicted of a narcotics offense or have been engaged in drug trafficking as defined in 22 CFR Part 140; (iii) neither it nor its principals are designated affiliates as “specially designated nationals” by the Office of Foreign Assets Control of the U.S. Department of Treasury; (iv) neither it nor its principals have been indicted or convicted on charges of terrorism or of providing support to terrorists; (v) Contractor agrees and certifies to take all necessary actions to comply with Executive Order No. 13244 on Terrorist Financing; blocking and prohibiting transactions with persons who commit, threaten to commit, or support terrorism. Note: Contractor is required to obtain the updated lists at the time of procurement of goods or services. The updated lists are available at: [www.sam.gov](http://www.sam.gov), <http://www.treasury.gov/resource-center/sanctions/Pages/default.aspx>, and <http://www.un.org/Docs/sc/committees/1267/consolist.shtml>; and (vi) neither it nor its principals have been indicted or convicted for violating the Trafficking in Persons Policy; (vii) Contractor may not charge under this Agreement any item which has its source in, or is purchased from a supplier which has its nationality in, any restricted countries or prohibited sources, as designated in <http://www.usaid.gov/ads/policy/300/310mac>; and (viii) Contractor warrants that no offer, payment, consideration, or benefit of any kind, which constitutes an illegal or corrupt practice, has been made or shall be made, either directly or indirectly, as an inducement or reward for the award of this Agreement.

**22. Notifications.** All inquiries and invoices must be submitted to Pathfinder listed below:

**Pathfinder International** (shukhijibon18@gmail.com)

**23. Waiver.** Failure of Pathfinder to enforce at any time or for any period of time any of the provisions of this Agreement will not constitute a waiver of such provisions or of the right of Pathfinder to enforce each and every provision.

**24. Expense Report.** The Independent Contractor shall be reimbursed for properly documented travel and other expenses incurred in direct support of services performed under this agreement. Travel and other expenses must comply with Pathfinder’s travel policies and procedures for reimbursement, including submission of the Travel Expense Voucher (TEV) forms provided by Pathfinder. Expense reports submitted later than 15 calendar days after the end date of this Agreement will not be paid.

**25. Modification.** The scope of work and other terms and conditions contained in this Agreement shall not be added to, modified, superseded or otherwise changed except by written modification.

**26. Entire Agreement.** This Agreement supersedes all prior oral or written agreements, if any, between the parties concerning the work under this Agreement and constitutes the entire agreement between the parties with respect to the work to be performed under this Agreement.

## Part B. U.S. GOVERNMENT TERMS AND CONDITIONS

This Agreement is financed with U.S. Government (“USG”) funds. Accordingly, the following U.S. Government Terms and Conditions are incorporated by reference into this Agreement, and apply to this Agreement as described below with the same force and effect as if they were set forth in full text. This Agreement is only between Independent Contractor and Pathfinder and shall not be construed in any way to create a direct relationship between Independent Contractor and the U.S. Government.

FUNDING FOR THIS AGREEMENT IS UNDER A USAID ASSISTANCE INSTRUMENT

1. Independent Contractor is not eligible for medical evacuation insurance coverage [SELECT ONE: and/or] overseas workers’ compensation through the Defense Base Act.
2. Equal Employment Opportunity. The clause at 41 CFR 60-1.4(b) (<http://www.ecfr.gov/cgi-bin/text-idx?SID=945ef8753433ba2d4e41318b0f21ba66&mc=true&node=20150911y1.15>) is incorporated herein by reference.
3. Davis-Bacon Act, As Amended. The Independent Contractor must comply with the Davis-Bacon Act in 40 U.S.C. 3141-3148 (<http://uscode.house.gov/view.xhtml?path=/prelim@title40/subtitle2/partA/chapter31/subchapter4&edition=prelim>), as supplemented by U.S. Department of Labor regulations in 29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction” (<http://www.ecfr.gov/cgi-bin/text-idx?SID=c961274a08c1423164e297c9d95b4e02&node=pt29.1.5&rgn=div5>).
4. Copeland Anti-Kickback Act. The Independent Contractor must comply with the Copeland Anti-Kickback Act in 40 U.S.C. 3145 (<http://uscode.house.gov/view.xhtml?path=/prelim@title40/subtitle2/partA/chapter31/subchapter4&edition=prelim>), as supplemented by U.S. Department of Labor regulations in 29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States” (<http://www.ecfr.gov/cgi-bin/text-idx?rgn=div5&node=29:1.1.1.1.4>).
5. Contract Work Hours and Safety Standards Act. The Independent Contractor must comply with the Contract Work Hours and Safety Standards Act in 40 U.S.C. 3701-3708 (<http://www.gpo.gov/fdsys/pkg/USCODE-2011-title40/pdf/USCODE-2011-title40-subtitleI-partA-chap37.pdf>), as supplemented by U.S. Department of Labor regulations in 29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction” (<http://www.ecfr.gov/cgi-bin/text-idx?SID=c961274a08c1423164e297c9d95b4e02&node=pt29.1.5&rgn=div5>).
6. Clean Air Act and the Federal Water Pollution Control Act, as Amended. The Independent Contractor must comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act in 42 U.S.C. 7401-7671q (<http://www.gpo.gov/fdsys/pkg/USCODE-2010-title42/html/USCODE-2010-title42-chap85.htm>) and the Federal Water Pollution Control Act, as amended, in 33 U.S.C. 1251-1387 (<http://www.gpo.gov/fdsys/granule/USCODE-2011-title33/USCODE-2011-title33-chap26-subchapI-sec1251/content-detail.html>).
7. Byrd Anti-Lobbying Amendment. As required by 31 U.S.C. 1352 (<http://www.gpo.gov/fdsys/pkg/USCODE-2010-title31/pdf/USCODE-2010-title31-subtitleI-chap13-subchapIII-sec1352.pdf>), by signature on the Cover Page of this Agreement, Independent Contractor certifies that it will not and has not used U.S. Government appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of

any U.S. Government agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining this Agreement.

8. USAID Standard Provisions. The following USAID standard provisions for U.S. NGOs flow-down and apply to this Agreement. The full text of the USAID standard provisions listed herein may be found at <http://www.usaid.gov/ads/policy/300/303maa>. References to “USAID,” “Government,” “U.S. Government,” “Agreement Officer (AO),” “Agreement Officer’s Representative (AOR),” etc., mean Pathfinder International USA, Inc. References to “Recipient,” “Awardee,” “Sub-Recipient,” “Sub-Awardee,” “Contractor,” etc., mean the Contractor.

No.	Title	Effective Date
M1	Applicability of 2 CFR 200 and 2 CFR 700	December 2014
M2	Ineligible countries	May 1986
M3	Nondiscrimination	June 2012
M4	Amendment of award	June 2012
M5	Notices	June 2012
M6	Subawards and contracts	December 2014
M7	OMB approval under the paperwork reduction act	December 2014
M8	USAID eligibility rules for goods and services	June 2012
M9	Debarment, suspension, and other responsibility matters	June 2012
M10	Drug-free workplace	June 2012
M11	Equal participation by faith-based organizations	June 2016
M12	Preventing terrorist financing – Implementation of Executive Order 13224	August 2013
M13	Marking and public communications under USAID-funded assistance	December 2014
M14	Regulations governing employees	August 1992
M15	Conversion of United States dollars to local currency	November 1985
M16	Use of pouch facilities	August 1992
M17	Travel and international air transportation	December 2014
M18	Ocean shipment of goods	June 2012
M19	Voluntary population planning activities – mandatory requirements	May 2006
M20	Trafficking in persons	April 2016
M21	Submissions to the Development Experience clearinghouse and publications	June 2012
M22	Limiting construction activities	August 2013

M23	USAID Implementing Partner Notices (IPN) portal for assistance	July 2014
M24	Pilot program for enhancement of grantee employee whistleblower protections	September 2014
M25	Submission of datasets to the Development Data Library (DDL)	October 2014
M26	Prohibition on requiring certain internal confidentiality agreements or statements	May 2017
M27	Child safeguarding	June 2015
M28	Mandatory disclosures	July 2015
M29	Nondiscrimination against beneficiaries	November 2016
RAA1	Negotiated indirect cost rates – predetermined	December 2014
RAA2	Negotiated indirect cost rates – provisional (nonprofit)	December 2014
RAA3	Negotiated indirect cost rate – provisional (profit)	December 2014
RAA4	Exchange visitors and participant training	June 2012
RAA5	Voluntary population planning activities – supplemental requirements	January 2009
RAA6	Protection of the individual as a research subject	April 1998
RAA7	Care of laboratory animals	March 2004
RAA8	Title to and care of property (cooperating country title)	November 1985
RAA9	Cost sharing (matching)	February 2012
RAA10	Prohibition of assistance to drug traffickers	June 1999
RAA11	Investment promotion	November 2003
RAA12	Reporting host government taxes	December 2014
RAA13	Foreign government delegations to international conferences	June 2012
RAA14	Conscience clause implementation (assistance)	February 2012
RAA15	Condoms (assistance)	September 2014
RAA16	Prohibition on the promotion or advocacy of the legalization or practice of prostitution or sex trafficking (assistance)	September 2014
RAA17	USAID disability policy (assistance)	December 2004

RAA18	Standards for accessibility for the disabled in USAID assistance awards involving construction	September 2004
RAA19	Statement for implementers of anti-trafficking activities on lack of support for prostitution	June 2012
RAA20	Eligibility of subrecipients of anti-trafficking funds	June 2012
RAA21	Prohibition on the use of anti-trafficking funds to promote, support, or advocate for the legalization or practice of prostitution	June 2012
RAA22	Universal identifier and system of award management	July 2015
RAA23	Reporting subawards and executive compensation	December 2014
RAA24	Patent reporting procedures	December 2014
RAA25	Access to USAID facilities and USAID' information systems	August 2013
RAA26	Contract provision for insurance under recipient procurements	December 2014
RAA27	Award term and condition	April 2016
RAA28	Protecting life in global health assistance	May 2017

**THESE CLAUSES APPLY TO ALL CONTRACTS-**

<b>CLAUSE TITLE</b>	<b>FAR CITE</b>	<b>CLAUSE TITLE</b>	<b>FAR CITE</b>
Definitions		Patent Rights – Acquisition by the Government	52.227-13
Restriction on Subcontractor Sales to the Government	52.202-1	Rights in Data – Special Works	52.227-17
Taxpayer Identification	52.203-6	Restrictions on Severance Payments to Foreign Nationals	52.237-8
Data Universal Numbering System (DUNS)	52.204-3	Stop Work Order, Alternate I	52.242-15
Annual Representations & Certifications	52.204-6	Government Delay of Work	52.242-17
Material Requirements	52.204-8	Changes-Fixed Price	52.242-1
Liquidated Damages (1% of Contract Value/Day)	52.211-5	Subcontracts	52.244-2
Terms and Conditions – Simplified Acquisition (Other Than Commercial Items)	52.211-11	Contractor Liability for Personal Injury and/or Property Damage	52.247-21
Order of Precedence	52.213-4	Contract Not Affected By Oral Agreement	52.247-27
Convict Labor	52.215-8	Preference for U.S.-Flag Air Carriers	52.247-63
Child Labor- Cooperation With Authorities and Remedies	52.222-3	Preference for Privately Owned U.S.-Flag Commercial Vessels	52.247-64
Combatting Trafficking in Persons	52.222-19	Termination For Convenience	52.249-2
Privacy Act Notification	52.222.50		
Restrictions on Certain Foreign Purchases	52.224-1		
	52.225-13		

**THESE CLAUSES APPLY TO CONTRACTS THAT EXCEED \$10,000**

<b>CLAUSE TITLE</b>	<b>FAR CITE</b>	<b>CLAUSE TITLE</b>	<b>FAR CITE</b>
Protecting Government’s Interest When Subcontracting with Contractors Debarred, Suspended or Proposed for Debarment	52.209-6	Equal Opportunity for Veterans	52.222-35
Contracts for Materials, Supplies, Articles, and Equipment Exceeding \$15,000	52.222-20	Affirmative Action for Workers With Disabilities	52.222-36
Prohibition of Segregated Facilities	52.222-21	Employment Reports on Veterans	52.222-37
Affirmative Action Compliance	52.222-25	Inspection of Supplies – Fixed Price	52.246-2
Equal Opportunity	52.222-26		

**THESE CLAUSES APPLY TO CONTRACTS FOR SERVICES**

<b>CLAUSE TITLE</b>	<b>FAR CITE</b>	<b>CLAUSE TITLE</b>	<b>FAR CITE</b>
Service Contract Act		Changes – Time & Materials/Labor Hours	
HBCU and Minority Institution Representations		Inspection of Services – Fixed Price	

Changes – Fixed Price Services, Alternate II	52.222-41 52.226-2 52.243-1	Inspection – Time & Materials/Labor Hours	52.243-3 52.246-4 52.246-6
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**THESE FAR CLAUSES APPLY TO CONTRACTS THAT EXCEED \$100,000**

<b>CLAUSE TITLE</b>	<b>FAR CITE</b>	<b>CLAUSE TITLE</b>	<b>FAR CITE</b>
Certificate of Independent Price Determination	52.203-2	Payment for Overtime Premiums	52.222-2
Gratuities	52.203-3	Drug-Free Workplace	52.223-6
Anti-Kickback Procedures	52.203-7	Acquisition of EPEAT Registered Imaging Equipment	52.223-13
Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activities	52.203-8	Acquisition of EPEAT Televisions	52.223-14
Price or Fee Adjustment for Illegal or Improper Activity	52.203-10	Authorization and Consent	52.227-1
Certification and Disclosure Regarding Payment to Influence Certain Federal Transactions	52.203-11	Notice and Assistance Regarding Patent & Copyright Infringement	52.227-2
Limitation on Payments to Influence Certain Federal Transactions	52.203-12	Federal, State, and Local Taxes	52.229-3
Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	52.204-4	Taxes – Foreign Fixed-Price Contracts	52.229-6
Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters	52.209-5	Taxes-Foreign Cost –Reimbursement Contracts	52.229-8
Responsibility Matters	52.209-7	Interest	52.232-17
Updates of Information Regarding Responsibility Matters	52.209-9	Stop-Work Order	52.242-15
Audit and Records – Negotiation	52.215-2	Competition in Subcontracting	52.244-5
Integrity of Unit Prices	52.215-14	Contractor Inspection Requirements	52.246-1
Price Re-determination – Retroactive	52.216-6	Limitation of Liability	52.246-23
		Limitation of Liability – Services	52.246-25
		Termination of Convenience for the Government (Fixed Price-SF)	52.249-1
		Default (Fixed-Price Supply and Service)	52.249-8

**THESE CLAUSES APPLY TO USAID CONTRACTS**

<b>CLAUSE TITLE</b>	<b>AIDAR CITE</b>	<b>CLAUSE TITLE</b>	<b>AIDAR CITE</b>
Organizational Conflicts of Interest After Award	752.209	Marking	752.700
Language and Measurement	-71	<i>RESERVED</i>	9
Source, Origin and Nationality	752.211	Health and Accident Insurance for AID Participant Trainees	752.701
Local Procurement	-70	Conflicts Between Contract and Catalog Required Visa Form for AID Participants	6
Insurance – Liability to Third Persons			



Salary Supplements for Host Government Employees	752.225 -70	Approvals	752.701 8
Government Property – USAID Reporting Requirements	752.225 -71	Acknowledgement and Disclaimer	752.702 2
Title To and Care of Property	752.228 -07	Public Notices	752.702 3
	752.231 -71		752.702 5
	752.245 -70		752.703 4
	752.245 -71		752.703 5