



OPEN TENDER NOTICE

Title: Supervision services for the Construction and rehabilitation of WASH facilities at healthcare facilities and public places in Kigali city, Nyagatare, Kayanza, Kamonyi, Ngororero and Nyanza districts.

Water For People has received funds from U.S. Government to implement the Isoko y'Ubuzima Project. The Isoko y'Ubuzima Project will be implemented from July 2021 to July 2026 by a consortium led by Water For People to improve WASH service delivery. Other consortium members are IRC, Vlera Solides International (VSI), CARE International, and African Evangelistic Enterprise (AEE).

The overall goal of Isoko y'Ubuzima is to improve access to sustainable water and sanitation services which is critical to improved health outcomes, improving the living standards of Rwandan citizens, and achieving Rwanda's development goals.

Water for People intends to apply part of the funds from the Isoko y'Ubuzima project as defined in the RFP towards the cost of the Project, to cover eligible payments under the contract for the Work.

Therefore, Water For People invite specialized consulting firms to submit proposals (technical and financial) for the Construction and Rehabilitation of WASH facilities at health facilities and public places in Nyagatare, Gashyamba, Kayanza, Kamonyi, Ngororero, Nyanza, Gashyamba, Kibuye, Nyirugenge districts.

Request for Proposal may be obtained from [the attachment page](#).

The bids must be submitted online at <https://www.procurement.gov.rw> with the following subject:

"Supervision services for the Construction and rehabilitation of WASH facilities at healthcare facilities and public places in Kigali city, Nyagatare, Kayanza, Kamonyi, Ngororero and Nyanza districts" no later than 14th April 2025.

The Schedule of site visits and departure time are as follow:

| District | Meeting location | Site visit date | Time |
|-------------|---------------------------|-----------------|-------|
| Kamonyi | Remera Rutonde DH | 08/04/2025 | 08:00 |
| Kigali city | | | |
| Nyanza | | | |
| Ngororero | | | |
| Nyagatare | Nyagatare district Office | 09/04/2025 | 10:00 |
| Kayanza | | | |

Date at Kigali on 1st April 2025.

Eugene Desingire 

Country Director

P.O. Box 1022 Kigali, Rwanda | +250 788 202 111 | rwanda@waterforpeople.org | www.waterforpeople.org/rwanda



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Title of Tender:

Supervision for the construction and rehabilitation of WASH facilities at healthcare facilities and public places in Kigali city, Nyagatare, Kayanza, Kamonyi, Ngororero and Nyanza districts.

Source of funding: U.S Government

Procuring Entity: Water For People

Tender Reference Number.....

Number of Lots: 1/01

Procurement Method: Open competitive tendering

Date of Issue: April 1, 2024





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Section I. Instructions to consultants

0. Definitions

- (a) "Client/Procuring Entity" means the agency with which the selected Consultant signs the Contract for the Services.
- (b) "Consultant" means any entity or person that may provide or provide the Services to the Client under the Contract.
- (c) "Contract" means the agreement between the procuring entity and the successful bidder.
- (d) "Data Sheet" means such part of the Instructions to Consultants used to reflect specific country and assignment conditions.
- (e) "Day," means calendar day including holidays unless provided otherwise.
- (f) "Government" means the Government of the Republic of Rwanda.
- (g) "Instructions to Consultants" means the document that provides Consultants with all information needed to prepare their Proposals.
- (h) "Personnel" means professionals and support staff provided by the Consultant or by any Sub-Contractor and engaged to perform the Services in any part thereof. "Foreign Personnel" means such professionals and support staff who at the time of being so provided had their domicile outside the Government's country; "Local Personnel" means such professionals and support staff who at the time of being so provided had their domicile inside the Government's country.
- (i) "Proposal" means the Technical and Financial Proposal.
- (j) "RFP" means the Request for Proposal to be prepared by the Client to select Consultants, based on the Standard Request for Proposals.
- (k) "SRFP" means the Standard Request for Proposals, which must be used by the Client as a guide for the preparation of the RFP.
- (l) "Services" means the work to be performed by the Consultant under the Contract.
- (m) "Sub-Contractor" means any person or entity with whom the Consultant subcontracts any part of the Services.
- (n) "Terms of Reference" (TOR) means the documents included in the RFP at Section 3 which explain the objectives, scope of work, activities, tasks to be performed, respective





responsibilities of the Client and the Consultant, and expected results and deliverables of the assignment.

1. Introduction

- 1.1. The Client Procuring entity named in the Data Sheet will select a consulting Consultant organization (the Consultant) in accordance with the method of selection specified in the Data Sheet.
- 1.2. The Consultants are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the Data Sheet, for consulting services required for the assignment named in the Data Sheet. The Proposal will be the basis for contract negotiations and ultimately for a signed Contract with the selected Consultant.
- 1.3. Consultants should familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the assignment and local conditions, Consultants must be presented in a site visit before submitting a proposal.
- 1.4. The Consultant will timely provide at no cost to the contractor the inputs and facilities specified in the Data Sheet, assist the contractor in obtaining licenses and permits needed to carry out the services, and make available relevant project data and reports.
- 1.5. Consultants shall bear all costs associated with the preparation and submission of their proposals and contract negotiation. The Client is not bound to accept any proposal and reserves the right to cancel the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultant.

1.6 Ethics and mandatory requirements

A bidder who appears on the lists maintained by the UN Security Council, the Office of Foreign Assets Control (OFAC), and the System Award Management (SAM) will be disqualified.

USAID requires that Suppliers, Contractors, and Consultants comply with the requirements and report obligations of the following USAID Standard Provisions for non-US organizations (a copy of which is attached as Exhibit C):

All bidders, suppliers, contractors, and consultants must comply with the requirements and reporting obligations of the following USAID Standard Provisions for non-US organizations (a copy of which is attached as Section IX):

- M1. Allowable Costs (August 2024) - Applicable if the contract will be cost-reimbursable.
- M2. Accounting, Audit, and Records (August 2024) - Applies to contracts above \$10,000.





- M6. USAID Eligibility Rules for Goods and Services (December 2011)
- M7. Title To and Use of Property (August 2014)
- M12. Debarment and Suspension (June 2012)
- M14. Procuring Transactions with, or the Provision of Resources or Support to, Sanction Groups and Individuals (May 2010)
- M15. Trafficking in Persons (August 2014)
- M20. Limiting Construction Activities (August 2013)
- M22. Enhancement of Grants Employee Whistle-blower Protections (August 2014)
- M24. Prohibition on Requiring Certain Internal Confidentiality Agreements (May 2017)
- M26. Mandatory Disclosures (December 2015)
- M29. Prohibition on Certain Telecommunication and Video Surveillance Services or Equipment (August 2014)
- RAA9. Travel and International Air Transportation (December 2014) - This applies if international air travel costs will be paid under the contract.
- RAA10. Ocean Shipment of Goods (June 2012) - Applies if ocean transportation for goods will be paid under the contract.
- RAA11. Reporting Host Government Taxes (December 2012)
- USAID Disability Policy - Assistance (December 2015)
- RAA18. Contract Provisions For DBA Insurance Under Recipient Procurements

Proposal

- 1.7. Consultants may submit one proposal.

Proposal Validity

- 1.8. The Data Sheet indicates how long the Consultant's Proposals must remain valid after the submission date. During this period, Consultants shall maintain the availability of professional staff nominated in the proposal. The client will make its best effort to complete negotiations within this period. Should the need arise, however, the Client may request Consultants to extend the validity period of their proposals. Consultants who agree to such an extension shall certify that they maintain the availability of the professional staff nominated in the proposal or their confirmation of the extension of validity of the proposal. Consultants could submit new staff in

P.O. Box 7022 Plaza, Riverside | (951) 788-2021 | usaid@careforpeople.org | www.careforpeople.org/usaid





replacement, who would be considered in the final evaluation for contract award.

2. Clarification and Amendment of RFP Documents

- 2.1. Consultants may request a clarification of any of the RFP documents up to the number of days indicated in the Data Sheet before the proposal submission date. Any request for clarification must be sent in writing, or by standard electronic means to the Client's address indicated in the Data Sheet. The Client will respond in writing, or by standard electronic means and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all Consultants that attended the site visit.
- 2.2. At any time before the submission of Proposals, the Client may amend the RFP by issuing an addendum in writing or by standard electronic means. The addendum shall be sent to all Consultants who attended the site visit and will be binding on them. To give Consultants reasonable time in which to take an amendment into account in their Proposals the Client may, if the amendment is substantial, extend the deadline for the submission of Proposals.

3. Preparation of Proposals

- 3.1. The Proposal as well as all related correspondence exchanged by the Consultants and the Client, shall be written in the language specified in the Data Sheet.
- 3.2. In preparing their Proposal, Consultants are expected to examine in detail the documents comprising the RFP. Material deficiencies in providing the information requested may result in the rejection of a Proposal.
- 3.3. While preparing the Technical Proposal, Consultants must give particular attention to the following:
 - (a) If a consultant considers that it may enhance its expertise for the assignment by associating with other Consultants in a joint venture or sub-consultancy, it may associate with other (a) Consultant(s), or (b) Consultants if so indicated in the Data Sheet. In case of association with non-Consultant(s), the Consultant shall act as an association leader. In case of a joint venture, all partners shall be jointly and severally liable and shall indicate who will act as the leader of the joint venture. All the members should meet the evaluation requirements.
 - (b) The estimated number of Professional staff or the budget for executing the assignment shall be shown as required.

3.4. Language





Documents to be issued by the Consultants as part of this assignment must be in English as specified in the Reference Paragraph of the Data Sheet. The Consultant's Personnel should have a working knowledge of the Kinyarwanda language.

3.5. Technical Proposal Format and Content

- a. Depending on the nature of the assignment, Consultants are required to submit a Standard Technical Proposal. The Data Sheet indicates the format of the Technical Proposal to be submitted. Submission of the wrong type of Technical Proposal will result in the Proposal being deemed non-responsive. The Technical Proposal shall provide the information indicated in the following paragraphs from (a) to (g) using the attached Standard Forms. Paragraph (c) (ii) indicates the recommended number of pages for the description of the approach, methodology, and work plan of the STP. A page is considered to be one printed side of A4 or letter-size paper.
- b. A brief description of the Consultants' organization and an outline of recent experience of the Consultant and, in the case of joint ventures, for each partner, on assignments of a similar nature is required in Form TECH-2 of Section 3. For each assignment, the outline should indicate the names of Sub-Consultants' Professional staff who participated, the duration of the assignment, the contract amount, and the Consultant's involvement. Information should be provided only for those assignments for which the Consultant was legally contracted by the client as a corporation or as one of the major Consultants within a joint venture. Assignments completed by individual Professional staff working privately or through other consulting Consultants cannot be claimed as the experience of the Consultant, or that of the Consultant's associates, but can be claimed by the Professional staff themselves in their CV's. Consultants should be prepared to substantiate the claimed experience if so requested by the Client.
- c. Comments and suggestions on the Terms of Reference including workable suggestions that could improve the quality/effectiveness of the assignment, and on requirements for counterpart staff and facilities, including administrative support, office space, local transportation, equipment, data, etc. to be provided by the Client (Form TECH-3 of Section 3).
- d. description of the approach, methodology, and work plan for performing the assignment covering the following subjects: technical approach and methodology, work plan, and organization and staffing schedule. Guidance on the content of this section of the Technical Proposal is provided under Form TECH-4 of Section 3. The work plan should be consistent with the Work Schedule (Form TECH-5 of Section 3) which will show in the form of a bar chart the timing proposed for each activity.
- e. The list of the proposed Professional staff team by area of expertise, the position that would





be assigned to each staff team member, and their tasks (Form TECH-3 of Section 3).

- f. Estimates of the staff input (staff months of foreign and local professionals) needed to carry out the assignment (Form TECH-7 of Section 3). The staff-months input should be indicated separately for home office and field activities, and foreign and local Professional staff.
- g. CV's of the Professional staff signed by the staff themselves or by the authorized representative of the Professional Staff (Form TECH-6 of Section 3).
- h. A description of the proposed methodology and staffing for training, if the Data Sheet specifies training as a specific component of the assignment.
- i. The Technical Proposal shall not include any financial information. A Technical Proposal containing financial information may be declared unresponsive.

3.6 Financial Proposal

- a. The Financial Proposal shall be prepared using the attached Standard Forms (Section 4) and be submitted in PDF (Protected format). It shall list all costs associated with the assignment, including (x) staff remuneration (foreign and local, in the field and at the Consultants' home office), and (y) reimbursable expenses indicated in the Data Sheet. If appropriate, these costs should be broken down by activity and, if appropriate, into foreign and local expenditures. All activities and items described in the Technical Proposal must be priced separately; activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items.

3.7 Taxes

- a. The Consultant is subject to local taxes (such as value added or sales tax, social charges, or income taxes on non-resident Foreign Personnel, duties, fees, and levies) on amounts payable by the Client under the Contract.
- b. Consultants may express the price of their services in the currency specified in the Data Sheet. The Client may require Consultants to state the portion of their price representing local cost in the national currency if so, indicated in the Data Sheet.
- c. Commissions and gratuities, if any, paid or to be paid by consultants and related to the assignment will be listed in the Financial Proposal Form FDN-1 of Section 4.





4. Submissions, Receipt, and Opening of Proposals

- 4.1 The original proposal (Technical Proposal and, if required, Financial Proposal; see para. 1.2) shall contain no interlineations or overwriting. The correction of errors will not be applicable. Any bid with errors will directly be disqualified. Submission letters for both Technical and Financial Proposals should respectively be in the shared format.
- 4.2 An authorized representative of the Consultant shall initial all pages of the original Technical and Financial Proposals. The authorization shall be in the form of a written power of attorney accompanying the proposal or in any other form demonstrating that the representative has been duly authorized to sign.
- 4.3 The Technical Proposal shall be stapled and fast marked "TECHNICAL PROPOSAL." Similarly, the Financial Proposal shall be placed on the attachment marked "FINANCIAL PROPOSAL" followed by the Lot number and the name of the assignment in a protected format. All bids will be submitted online no later than 14th of April 2026 through email procurement@waterforpeople.org. No hard copies will be accepted. The Financial proposal should be protected by a password and that password will be provided by the bidder during the public opening of the financial bids. All forms and documents must be in PDF. The detailed tender documents will be obtained from the link embedded in the tender advert. Bidders will be required to provide all valid mandatory administrative documents, proof of financial capacity, equipment, as well as key personnel as mentioned in the BOI.
- 4.4 The Proposals must be sent to the address/addresses indicated in the Data Sheet and received by the Client no later than the time and the date indicated in the Data Sheet. Any proposal received by the Client after the deadline for submission should be rejected.
- 4.5 The deadline to submit bids is the 14th of April 2026. No late bid will be allowed. In case there is a challenge, bidders are allowed to request support in the email highlighted in the tender advert.

Note: Applicants who currently hold an active contract with Water For People are not eligible for this assignment.

- 4.6 The Client will open the financial Proposal on 15th April 2026 at 4:00 PM at the Water For People office.





5. Proposal Evaluation

- 5.1 From the time the Proposals are opened to the time the Contract is awarded, the Consultants should not contact the Client on any matter related to its Technical and/or Financial Proposal. Any effort by consultants to influence the Client in the examination, evaluation, ranking of Proposals, and recommendation for the award of the Contract may result in the rejection of the Consultant's Proposal.

Evaluation of Technical Proposals

- 5.2 The evaluation committee shall evaluate the Technical Proposals based on their responsiveness to the Terms of Reference, applying the evaluation criteria, sub-criteria, and point system specified in the Data Sheet. Each responsive Proposal will be given a technical score (TS). A Proposal shall be rejected at this stage if it fails to achieve the minimum technical score indicated in the Data Sheet.

Financial Proposal

- 5.3 Following the ranking of technical Proposals, the first ranked Consultant is invited to negotiate its proposal and the Contract according to the instructions given under clause 6 of these Instructions.





Opening and Evaluation of Financial Proposals:

- 5.4 Before the expiry of the bid validity period and after the evaluation of bidders (both technical and financial), the PE shall simultaneously notify the successful and unsuccessful bidders of the provisional outcome of the bid's evaluation.

The notification must specify that the major elements of the procurement process may be made available to bidders upon request, and they have seven (7) days to complete, if any, before a contract is signed with the successful bidder. Financial Proposals of consultants that meet the minimum qualifying mark or were considered responsive to the RFP shall be evaluated after 7 days of technical score notification.

- 5.5 All bids with computational or numerical errors will be directly disqualified. In addition, all activities and items described in the Technical Proposal, but not priced, shall be assumed to be included in the prices of other activities or items. In case an activity or line item is quantified in the Financial Proposal differently from the Technical Proposal, the bids will directly be disqualified.
- 5.6 The bidder, to be able to qualify for financial evaluation, must at least obtain a minimum score of 50 out of 100 in the administrative and technical evaluation. However, the marks obtained during the technical evaluation do not influence in any way the financial evaluation. The lowest and most responsive bidder included in the financial evaluation will be awarded.

6. Negotiations:

- 6.1 Negotiations will be held after the evaluation and the bidders will be invited based on the evaluation outcomes. Representatives conducting negotiations on behalf of the Consultant must have written authority to negotiate and conclude a Contract.

Technical negotiations:

- 6.2 Negotiations will include a discussion of the Technical Proposal, the proposed technical approach and methodology, the work plan, organization and staffing, and any suggestions made by the Consultant to improve the Terms of Reference. The Client and the Consultants will finalize the Terms of Reference, staffing schedule, work schedule, logistics, and reporting. These documents will then be incorporated in the Contract as 'Description of Services'. Special attention will be paid to clearly defining the inputs and facilities required from the Client to secure satisfactory implementation of the assignment. The Client shall prepare minutes of negotiations which will be signed by the Client and the Consultant.





Financial negotiations

- 6.3 The financial negotiations will include a clarification (if any) of the Consultant's tax liability in the Republic of Rwanda and how it will be reflected in the Contract and will reflect the agreed technical modifications in the cost of the services.
- 6.4 Negotiations will conclude a review of the draft Contract. To complete negotiations the Client and the Consultant will initial the agreed Contract. If negotiations fail, the Client will invite the Consultant whose Proposal received the second-highest score to negotiate a Contract.





7. Award of Contract

- 7.1 After completing negotiations, the Client shall award the Contract to the selected Consultant and promptly notify all Consultants who have submitted proposals.
- 7.2 The Consultant is expected to commence the assignment on the date and at the location specified in the Data Sheet.

8. Confidentiality

Information relating to the evaluation of Proposals and recommendations concerning awards shall not be disclosed to the Consultants who submitted the Proposals or to other persons not officially concerned with the process, until the publication of the award of the Contract. The undue use by any Consultant of confidential information related to the process may result in the rejection of its Proposal and may be subject to sanctions under relevant law, policy, and regulations.

9. Rights reserved

- a) Water For People reserves the right to cancel the entire procurement process without incurring any liability whatsoever.
- b) Water For People reserves the right to amend any segment of the RFP before the announcement of selected candidates.
- c) Water For People also reserves the right to remove one or more of the services from consideration for this contract should the evaluation show that it is in WFP's best interest to do so.
- d) Water For People also may, at its discretion, issue a separate contract for any service or group of services included in this RFP. Water For People may negotiate a compensation package and additional provisions to the contract awarded under this RFP.
- e) Water For People reserves the right to debrief the applicants after the completion of the process due to the expected high volume of applications to avoid the compromise of the process.





Section II. Data Sheet

| Paragraph Reference | |
|---------------------|--|
| 1.1 | Name of the Client: <i>Water For People</i> Method of selection: <i>lowest offer-based method</i> |
| 1.2 | Financial Proposal to be submitted together with Technical Proposal: Yes All forms and documents must be in PDF. The financial proposal must be submitted in a protected format. The password will be provided by the bidder during the public opening of the financial bids planned on 15 th of April 2026, at 04:00 PM at the Water For People Office. Supervision for the construction and rehabilitation of WASH facilities at healthcare facilities and public places in Kigali city, Nyagatare, Kayanza, Kamukoyi, Ngororero and Nyanza districts. |
| 1.3 | A pre-proposal conference will be held NO Is there any pre-bid conference: No |
| 1.4 | The Client: Contractor will provide the following inputs and facilities: see Terms of Reference. |
| 1.5 | The Procuring Entity, as defined in the bid Data Sheet, invites bids for Supervision for the construction and rehabilitation of WASH facilities at healthcare facilities and public places in Kigali city, Nyagatare, Kayanza, Kamukoyi, Ngororero and Nyanza districts. |
| 1.6.1 | The Client carries the need for continuity for downstream work: NO . |
| 1.11 | Proposals must remain valid 120 calendar days after the submission date. |



| 2.1 | The site visits are planned as: | | | |
|--|--|---------------------------|-----------------|-------|
| | District | Meeting location | Site visit date | Time |
| | Ramaza | Ruzura Ruzuma DH | 08-04-2026 | 09:00 |
| | Kigali city | | | |
| | Nyana | | | |
| | Ngororo | Nyagatare district Office | 09-04-2026 | 10:00 |
| Nyagatare | | | | |
| Kayanza | | | | |
| The address for requesting clarifications is: procurement@waterforpeople.org | | | | |
| 3.1 | Proposals shall be submitted in ENGLISH. | | | |
| 3.3 (a) | Consultant may associate with other Consultants: Yes | | | |
| 3.3 (b) | The estimated number of key personnel is: see Terms of Reference | | | |
| 3.4 | The format of the Technical Proposal to be submitted is: Standard Technical Proposal (STP) | | | |
| 3.4 (g) | Training is a specific component of this assignment: NO | | | |



| | |
|---|---|
| 3.6 | Include all costs related to the assignment in the financial proposal such as (but not limited to): (1) a per diem allowance in respect of Personnel of the Consultant for every day in which the Personnel shall be absent from the home office and as applicable, outside the Republic of Rwanda for purposes of the Services; (2) cost of necessary travel, including transportation of the Personnel by the most appropriate means of transport and the most direct practicable route; (3) cost of office accommodation, all investigations, and all surveys; (4) cost of applicable international or local communications such as the use of telephone and facsimile required for the Services; (5) cost, rental, and freight of any instruments or equipment required to be provided by the Consultants for the Services; (6) cost of printing and dispatching of the reports to be produced for the Services; (7) other allowances where applicable and provisional or fixed sums (if any), and (8) Cost of such further items required for purposes of the Services not covered in the foregoing. |
| 3.7 | Accounts payable by the Client to the Consultant under the contract to be subject to local taxation: YES |
| 3.8 | Consultant to state all costs in the national currency: YES |
| 4.3 Consultant must submit both the Technical Proposal and Financial Proposal: Yes | |



5.1 Criteria, sub-criteria, and point system for the evaluation of Full Technical Proposals are:

TECHNICAL EVALUATION OF BIDS

NB: The Technical Proposal must not include any financial information.

The evaluation of the technical bids will take place in three stages:

STEP 1: ANALYSIS OF THE ADMINISTRATIVE COMPLIANCE

The Evaluation Committee will first review the technical proposal to determine if all required documents have been submitted, they are consistent, valid, and duly signed. Absence, non-compliance, or the validity of a threshold document classified as "administrative" will automatically reject the offer. Any offer rejected at the end of this stage will be excluded from further evaluation.

Evaluation criteria

| Description: | Mandatory (Major) required to be qualified for technical evaluation | Yes/No |
|--|---|--------|
| Full Company registration certificate RDB | ✓ | |
| Valid good standing certificate issued by RDB | ✓ | |
| Valid tax clearance RRA certificate | ✓ | |
| VAT registration certificate | ✓ | |
| Valid Clearance certificate issued by KESB | ✓ | |
| Companies Categorization issued by RPPA (consultancy services related to water supply, Category C or D) | ✓ | |
| A notarized copy of the certificate of registration as a consultant firm in the Institute of Engineers Rwanda. | ✓ | |
| Site visit proof | ✓ | |





| | | |
|--|---|--|
| Proof of Office address with certified valid office rental contract or plot ownership. | ✓ | |
| Presence in the opening session. | ✓ | |

STEP II- TECHNICAL EVALUATION

To be admissible, the technical proposals should have received a score of at least 80% of points. Technical proposals will be evaluated based on the following criteria.

I. The essential equipment: (20 Points)

| | |
|---|----|
| The essential equipment (The bidder must provide proof of possession/leasing of each essential) | 20 |
| One Pick up or Jeep | 10 |
| Wheel meter | 5 |
| DGPS | 5 |

II. Specific company experience: (50 points)

| | |
|--|----|
| Proof of company working experience in the field | 50 |
| The specific experience of the company in the supervision of water supply systems/ handwashing facilities or plumbing works justified by a notarized good completion certificate accompanied by related contracts. | |
| 1. At least 3 similar works and the same complexity of the project (value on the certificate should be equal to or greater than the bid amount) | 10 |
| 2. At least 2 similar works and the same complexity of the project (value on the certificate should be equal or greater than the bid amount) | 10 |
| 3. 1 similar work and the same complexity of the project (value on the certificate should be equal to or greater than the bid amount) | 5 |

III. Qualification and experience of the key personnel proposed for the mission: (30 points)

| | |
|---|---|
| 1. Project Manager with at least a bachelor's degree in water or civil engineering. | 5 |
|---|---|



| | | |
|----------|--|-----------|
| | Notarized academic certificate* Notarized valid certificate of IER+ copy of ID + availability* Signed and updated CV with proven experience in water supply systems/ handwashing facilities or plumbing works of 5 years | 3 |
| | Notarized academic certificate* Notarized valid certificate of IER+ copy of ID + availability* Signed and updated CV with proven experience in water supply systems/ handwashing facilities or plumbing works of Between 6-10 years of experience in a related task | 4 |
| | Below 5 years or missing required document (CV/Academic certificate/ Evidence Practicing certificate) | 0 |
| 2 | Permanent site manager (six people) | 12 |
| | Notarized academic certificate* notarized valid certificate of IER+ copy of ID+ availability certificate* signed and updated CV with proven experience in water supply systems/ handwashing facilities or plumbing works of 8+ years of experience in a related task | 12 |
| | Notarized academic certificate* notarized valid certificate of IER+ copy of ID+ availability certificate* signed and updated CV with proven experience in water supply systems/ handwashing facilities or plumbing works of 6+ years of experience in a related task | 9 |
| | Below 1 year or missing required document (CV/Academic certificate/ Evidence Practicing certificate) | 0 |
| 3 | Environmentalist with at least a Bachelor's degree in environmental engineering or environmental sciences. | 3 |
| | Notarized academic certificate* Notarized valid certificate of RAPEP as lead expert + availability + signed and updated CV with proven experience in water supply systems/ handwashing facilities or plumbing works of 5 years. | 3 |
| | Notarized academic certificate* Notarized valid certificate of RAPEP as lead expert + availability + signed and updated CV with proven experience in water supply systems/ handwashing facilities or plumbing works of 3 years. | 2 |
| | Below 3 years or missing required document (CV/Academic certificate/ Evidence Practicing certificate) | 0 |
| 4 | Surveyor at least a bachelor's degree in surveying or related field. | 4 |
| | Notarized academic certificate* Notarized valid certificate of ROLS + availability+ signed and updated CV with proven experience in water supply systems/ handwashing facilities or plumbing works of 5 years. | 4 |
| | Notarized academic certificate* Notarized valid certificate of ROLS + availability+ signed and updated CV with proven experience in water supply systems/ handwashing facilities or plumbing works of 3 years. | 2 |





| | | |
|---|---|----------|
| | Below 3 years or missing required document (CV/Academic certificate/ Evidence/Practicing certificate) | 0 |
| 2 | Sociologist at least a bachelor's degree in social sciences. | 3 |
| | Notarized academic certificate + availability+ signed and updated CV with previous experience in water supply systems/ handwashing facilities or plumbing works of 5 years. | 3 |
| | Notarized academic certificate + availability+ signed and updated CV with previous experience in water supply systems/ handwashing facilities or plumbing works of 3 years. | 2 |
| | Below 3 years or missing required document (CV/Academic certificate/ Evidence/Practicing certificate) | 0 |

Note:

1. The key personnel must show valid and Notarized copies of the required documents.
2. Degree issued by foreign institutions will only be considered if they are presented with their
equivalences in Rwanda.

Step III. Financial evaluation

To qualify for financial evaluation, bidders must meet the following criteria:

1. All mandatory administrative documents must be submitted without exception.
2. The bidder must attain a minimum score of 80% for each of the technical evaluation
matrix scoring criteria: Key personnel; Work experience; and Equipment.
3. The bidder must achieve a minimum aggregate score of 80% in the technical evaluation.
4. The matrix obtained during the technical evaluation will not impact the financial
evaluation.

The lowest responsive bidder in the financial evaluation will be selected for the award.

| | |
|-----|---|
| 5.6 | The currency to be used in <i>Rwanda Francs</i> The source of official valuing rates in <i>NA</i> The date of exchange rates in <i>NA</i> |
|-----|---|





| | |
|-----|--|
| 5.7 | The bidder to be able to qualify for financial evaluation must have all the required administrative documents and at least obtain a minimum score of 50 out of 100 in technical evaluation. Moreover, the marks obtained during the technical evaluation do not influence in any way the financial evaluation. The lowest and most responsive bidder included in the financial evaluation will be awarded. |
| 6.1 | Address for contract negotiation: refer to the notice |
| 7.2 | Expected date for commencement of consulting services: after contract signature |
| 7.3 | Contract duration: 3 months |

Notice: Before signing the contract, the successful bidder must provide the performance security of 10% of the contract value with a duration covering the contract period. The provided guarantee must be valid until the date of the final handover of the works.



Section III. Technical Proposal - Standard Forms

[Comments in brackets () guide the Consultants in the preparation of their Technical Proposals; they should not appear in the Technical Proposals to be submitted.]

Refer to Reference Paragraph 3.4 of the Data Sheet for the format of the Technical Proposal to be submitted, and paragraph 3.4 of Section I of the RFP for Standard Forms required and the number of pages recommended.

TECH-1 Technical Proposal Submission Form

TECH-2 Consultant's Organization and Experience

A Consultant's Organization

B Consultant's Experience

TECH-3 Comments or Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the Client

On the Terms of Reference

B On the Counterpart Staff and Facilities

TECH-4 Description of the Approach, Methodology, and Work Plan for Performing the Assignment

TECH-5 Team Composition and Task Assignments

TECH-6 Curriculum Vitae (CV) for Proposed Professional Staff

TECH-7 Staffing Schedule

TECH-8 Work Schedule





FORM TECH-1 TECHNICAL Proposal Submission Form

[Location, Date]

To: [Name and address of Client]

Dear Sir/Madam:

We, the undersigned, offer to provide consulting services for [Name title of assignment] by your Request for Proposal dated [Date of Date] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal in a single attachment under a separate email¹.

We are submitting our Proposal in association with: [Insert a list with full name and address of each associated Consultant]²

We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

If negotiations are held during the period of validity of the Proposal, i.e., before the date indicated in Paragraph Reference 1.11 of the Data Sheet, we undertake to negotiate based on the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We undertake, if our Proposal is accepted, to initiate the consulting services related to the assignment not later than the date indicated in Paragraph Reference 7.2 of the Data Sheet.

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Consultant: _____





Address: _____

1. [In case of Paragraph Reference 1.2 of the Data Sheet requires to submit a Technical Proposal only, replace this sentence with: "We are hereby submitting our Proposal, which includes this Technical Proposal only."]
2. [Delete in case no association is foreseen.]





FORM TCEB-2 Consultant's Organization and Experience

A - Consultant's Organization

[Provide here a brief (Max two pages) description of the background and organization of your Consultancy and each consultant for this assignment.]





B - Consultant's Experience

[Using the format below, provide information on each assignment for which your Consultant and each associate for this assignment were legally contracted either individually as a corporate entity or as one of the major companies within an association, for carrying out consulting services similar to the ones requested under this assignment.]

| | |
|---|--|
| Assignment name: | Approx. Value of the contract (in currency: Rwanda francs or freely convertible currency) |
| Country: Location within the country: | Duration of assignment (months): |
| Name of Client: | Total N° of staff-months of the assignment: |
| Address: | Approx. Value of the services provided by your Consultant under the contract (in currency: US\$, Euro, RWF, etc...): |
| Start date (month/year): Completion date (month/year): | N° professional staff-months provided by associated Consultants: |





| | |
|--|---|
| Name of associated Consultants, if any: | Name of senior professional staff of your Consultant involved and functions performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader): |
| Narrative Description of Project: | |
| Description of actual services provided by your staff within the assignment: | |

Consultant's Name: and Signature _____





FORM TECH-3 Comments and Suggestions on the Terms of Reference and on Contractant Staff and Facilities to be Provided by the Client

A - On the Terms of Reference

[Present and justify here any modifications or improvement to the Terms of Reference you are proposing to improve performance in carrying out the assignment (such as deleting some activity you consider unnecessary, adding another, or proposing a different phasing of the activities). Such suggestions should be concise and to the point and incorporated in your Proposal.]





B - On Counterpart Staff and Facilities

[Comment here on counterpart staff and facilities to be provided by the Client according to Paragraph Reference 1.4 of the Data Sheet including administrative support, office space, local transportation, equipment, etc.]





Form TECH-4

DESCRIPTION OF APPROACH, METHODOLOGY, AND WORK PLAN FOR
PERFORMING THE ASSIGNMENT

U.S. EPA, 1020 Fogel Avenue | 4307 788 00111 | www.Qualifications.com | www.vei.com

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AE



Form TECH-5 TEAM Composition and Task Assignments

| Professional Staff | | | | |
|--------------------|------------|-------------------|-------------------|---------------|
| Name of Staff | Consultant | Area of Expertise | Position Assigned | Task Assigned |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |





Form TECH-5 CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF

1. Proposed Position *(only one candidate shall be nominated for each position)*: _____

2. Name of Consultant *(Insert name of Consultant proposing the staff)*: _____

3. Name of Staff *(Insert full name)*: _____

4. Date of Birth: _____ Nationality: _____

5. Education *(Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of attainment)*: _____

6. Membership of Professional Associations: _____

7. Other Training *(Indicate significant training since degrees under 3 - Education were obtained)*: _____



8. **Countries of Work Experience:** [List countries where staff has worked in the last ten years]: _____

9. **Languages:** [For each language indicate proficiency: good, fair, or poor in speaking, reading and writing]: _____

10. **Employment Record**[Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held]:

From [Year] _____ To [Year] _____

Employer: _____

Positions held: _____

| | |
|--|---|
| <p>11. Tasks Assigned</p> <p>[List all tasks to be performed under this assignment]</p> | <p>12. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned</p> <p>[Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 11.]</p> <p>Name of assignment or project: _____</p> <p>Year: _____</p> |
|--|---|



| | |
|--|------------------------------|
| | Location: _____ |
| | Client: _____ |
| | Main project features: _____ |
| | Positions held: _____ |
| | Activities performed: _____ |

11. Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged.

Date: _____

(Name and Signature of staff member or authorized representative of the staff)
Day/Month/Year





Form TECH-7 Staffing Schedule

| No | Name of Staff | Staff input (as the item of a line chart) | | | | | | | | | | | | Total staff needs over | | | |
|----------|---------------|---|---|---|---|---|---|---|---|---|----|----------|----|------------------------|---|--|--|
| | | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 4 | 6 | | |
| Function | | | | | | | | | | | | | | | | | |
| 1 | [M me] | | | | | | | | | | | | | | | | |
| 2 | [P d] | | | | | | | | | | | | | | | | |
| 3 | | | | | | | | | | | | | | | | | |
| 4 | | | | | | | | | | | | | | | | | |
| Total | | | | | | | | | | | | Schedule | | | | | |



Section IV. Financial Proposal - Standard Forms

[Comments in brackets [] guide the Consultants in the preparation of their Financial Proposals; they should not appear on the Financial Proposals to be submitted.]

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided under para. 3.6 of Section 2. Such Forms are to be used whichever is the selection method indicated in para. 4 of the Letter of Invitation.

[The Appendix "Financial Negotiation - Breakdown of Remuneration Rates" is to be utilized for financial negotiations when Quality-Based Selection, Selection Based on Qualifications, or Single-Source Selection method is adopted, according to the indications provided under para. 6.3 of Section 2.]

FDN-1 Financial Proposal Submission Form

FDN-2 Summary of Costs

FDN-3 Breakdown of Costs by Activity

FDN-4 Breakdown of Remuneration

FDN-5 Reasonable expenses

Appendix: Financial Negotiation - Breakdown of Remuneration Rates





FORM FDN-1 Financial Proposal Submission Form

[Location, Date]

To: [Name and address of Client]

Dear Sir/Madam:

We, the undersigned, offer to provide consulting services for [insert title of assignment] by your Request for Proposal dated [insert Date] and our Technical Proposal. Our attached Financial Proposal is for the sum of [insert amount(s) in words and figures]. This amount is inclusive of the local taxes.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to the expiration of the validity period of the Proposal, i.e. before the date indicated in Paragraph Reference 1.11 of the Data Sheet.

Commissions and gratuities paid or to be paid by us to agents relating to this Proposal and Contract execution, if we are awarded the Contract, are listed below:

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,





Authorized Signatory [Full name and initials]: _____

Name and Title of Signatory: _____

Name of Consultant: _____

Address: _____

1. Amounts must coincide with the ones indicated under the Total Cost of Financial proposal in Form FDV-2.
2. If applicable, replace this paragraph with: "No commissions or gratuities have been or are to be paid by us to agents relating to this Proposal and Contract execution."





Form FIN-3 Summary of Costs

| Items | Costs | | |
|---|---------------------------------|---------------------------------|---------------------------------|
| | [Indicate Foreign Currency = J] | [Indicate Foreign Currency = K] | [Indicate Foreign Currency = L] |
| Total Costs of Financial Proposal ¹⁾ | | | |

- 1) Indicate between brackets the name of the foreign currency. Maximum of three currencies; use all entry columns as needed, and delete the others.
- 2) Indicate the total cost, net of local taxes, to be paid by the Client in each currency. Such total costs must coincide with the sum of the relevant Subtotals indicated in all Forms FIN-3 provided with the Proposal.



Form FIN-3 BREAKDOWN of Costs, by Activity²

| Group of Activities (Phase) ¹ | Description ² | | | |
|--|--|--|--|--|
| | | | | |
| Cost Component | [Indirect Foreign Currency = J] ³ | [Indirect Foreign Currency = J] ³ | [Indirect Foreign Currency = J] ³ | [Indirect Foreign Currency = J] ³ |
| Remuneration ⁴ | | | | |
| Reimbursable Expenses ⁵ | | | | |
| Subtotal ⁶ | | | | |

¹ Form FIN-3 shall be filled at least for the whole assignment. In case some of the activities require different modes of billing and payment (e.g., the assignment is phased, and each phase has a different payment schedule), the Contractor shall fill a separate Form FIN-3 for each group of activities. For each currency, the sum of the relevant Subtotals of all Forms FIN-3 provided must coincide with the Total Costs of the Financial Proposal indicated in Form FIN-2.

² Names of activities (phases) should be the same as or correspond to the ones indicated in the second column of Form TFC-1-B.



3. Short descriptions of the activities whose cost breakdown is provided in this Form.
4. Indicate in brackets the basis of the foreign currency. Use the same column and currency of Form FIN-2.
5. For each currency, Remuneration and Removable Expenses must respectively coincide with relevant Total Costs indicated in Forms FIN-4, and FIN-5.

FORM FIN-4 BREAKDOWN of Remuneration¹

(This Form FIN-4 shall only be used when the Time-Based Form of Contract has been included in the RFP)

| Group of Activities (Phase): | | | | | | | |
|------------------------------|-----------------------|-------------------------------------|--|---|---|---|---------------------------------------|
| Name ² | Position ³ | Staff month rate ⁴ | Input ⁵ (Staff- months) | [Subsidiary Foreign Currency / \$] | [Subsidiary Average Currency / \$] | [Subsidiary Foreign Currency / \$] | [Subsidiary Local Currency/ \$] |
| PERSONNEL | | | | | | | |
| | | [None] | | | | | |
| | | [None] | | | | | |
| | | | | | | | |
| | | | | | | | |



4. Indicate separately, staff-month rate and currency for home and field work.
5. Indicate, separately for home and fieldwork, the total expected input of staff for carrying out a group of activities or activities in the form.
6. Indicate between brackets the name of the foreign currency. Use the same column and currencies of Form # 29-2. For each staff indicate the remuneration in the column of the relevant currency separately for home and fieldwork. Remuneration – Staff-month Rate 3. Input.



Form FIN-5 BREAKDOWN of Reimbursable Expenses

(This Form FIN-5 shall only be used when the Time-Based Form of Contract has been included in the RFP)

| Group of Activities (Please): | | | | | | | |
|-------------------------------|---|------|------|----------|-------------------------------------|-------------------------------------|--|
| NO | Description ¹ | Unit | Year | Quantity | [Indicate Foreign Currency *] \$ | [Indicate Foreign Currency *] \$ | [Indicate Local Currency] ² |
| | Per diem allowance | Day | | | | | |
| | International flight ³ | Trip | | | | | |
| | Multinational travel | Trip | | | | | |
| | Communication costs between [overseas] and [overseas] | | | | | | |
| | Drafting, reproduction of EOP, contract documents, RFI, etc. [overseas], etc. | | | | | | |
| | Shipments of personal Trip | | | | | | |
| | Use of computers, | | | | | | |

* U.S. (202) 478-0400 | (202) 478-0411 | osr@ed.gov | www.ed.gov/foia/foiahelp.aspx

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| | | | | | | | | | |
|---|--|--|--|--|--|--|--|--|--|
| Laboratory tests. | | | | | | | | | |
| Subsistence | | | | | | | | | |
| Local transportation costs | | | | | | | | | |
| Office rent, electrical | | | | | | | | | |
| Training of the Client's Personnel ¹ . | | | | | | | | | |
| Total Costs | | | | | | | | | |

- 1 Form FIN-3 should be filled for each of the Forms FIN-3 provided if needed.
- 2 Delete items that are not applicable or add other items according to Paragraph Subsection 3.6 of this Data Sheet.
- 3 Separate your cost and category.
- 4 Indicate between brackets the name of the foreign currency. Use the same currency and multiples of Form FIN-2. Indicate the cost of each reimbursable item in the columns of the relevant currency. Cost – Unit Cost x Quantity.
- 5 Indicate the mode of each flight, and if the trip is one- or two-way.
- 6 Only if the training is a major component of the assignment, defined as such in the TOR.



FORM FIN-5 BREAKDOWN of Reimbursable Expenses

(This Form FIN-5 shall only be used when the Lump-Sum Form of Contract has been included in the RFP. Information to be provided in this Form shall only be used to establish payments to the Consultant for possible additional services requested by the Client)

| Nº | Description ¹ | Unit | Unit Cost ² |
|----|---|------|------------------------|
| | Per diem allowances | Day | |
| | International flights ³ | Trip | |
| | Miscellaneous travel expenses | Trip | |
| | Communication costs between [travel place] and [travel place] | | |
| | Drafting, reproduction of reports | | |
| | Equipment, instrument, materials, supplies, etc. | | |
| | Shipment of personal effects | Trip | |
| | Use of computers, software | | |
| | Laboratory tests | | |
| | Subcontracts | | |
| | Local transportation costs | | |
| | Office rent, clerical assistance | | |
| | Training of the Client's personnel ⁴ | | |





- 1 Delete items that are not applicable or add other items according to Paragraph Reference 3.f of the Data Sheet.
- 2 Indicate unit cost and currency.
- 3 Indicate the route of each flight, and if the trip is one- or two-ways.
- 4 Only if the training is a major component of the assignment, defined as such in the TOR.





FORM FIN-6 CONSULTANT'S REPRESENTATIONS REGARDING COSTS AND CHARGES

Consulting Consultant:

Country:

Assignment:

Date:

We hereby confirm that:

(a) The basic salaries indicated in the attached table are taken from the Consultant's payroll records and reflect the current salaries of the staff members listed, which have not been raised other than within the normal annual salary increase policy as applied to all the Consultant's staff;

(b) Attached are true copies of the latest salary slips of the staff members listed;

(c) The away-from-headquarters allowances indicated below are those that the Consultants have agreed to pay for this assignment to the staff members listed;

(d) The factors listed in the attached table for social charges and overhead are based on the Consultant's average cost experiences for the last three years as represented by the Consultant's financial statements; and

(e) Said factors for overhead and social charges do not include any bonuses or other means of profit-sharing.

(Name of Consulting Consultant)

Signature of Authorized Representative

Date

Name: _____

Title: _____





FORM FIVE-7 CONSULTANT'S REPRESENTATIONS REGARDING COSTS AND CHARGES

(Exemplified in percent where appropriate)

| Personnel: | | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |
|-------------|----------|---------------------------------|--------------------------|------------|------------|------|----------------------------|--|--|
| Name | Position | Basic Salary per Month/Day/Year | Social Security Charge % | Overhead % | Subsidiary | Fee? | Away from Home Allowance % | Proposed Fixed Rate Working Month/Day/Year | Proposed Fixed Rate Working Month/Day/Year |
| Home Office | | | | | | | | | |
| | | | | | | | | | |
| Field | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |

1. Expressed as a percentage of 1.
2. Expressed as a percentage of 4.

P.O. Box 1023, Miami, FL 33101-0102 | 800-828-3000 | www.dol.gov/office/olm

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Section V. General technical clauses

Terms of reference for the Supervision of the Construction and Rehabilitation of WASH facilities at Health facilities and public places in Nyagatare, Gatsibo, Kayanza, Kamonyi, Ngororero, Nyanza, Gasho, Kicukiro, Nyarugenge districts

1. Project name
Table 1

| # | District | Name of project |
|---|--|---|
| 1 | Nyagatare, Gatsibo, Kayanza, Kamonyi, Ngororero, Nyanza, Gasho, Kicukiro, Nyarugenge districts | Supervision for the Construction and Rehabilitation of WASH facilities at Health facilities and public places |

2. Scope of work

2.1 The ToR generally includes the following topic:

- General content:** This contract aims to Supervise the Construction and Rehabilitation of WASH facilities at Health facilities and public places in Nyagatare, Gatsibo, Kayanza, Kamonyi, Ngororero, Nyanza, Gasho, Kicukiro, Nyarugenge districts.
- Objectives:** The objective of this contract is to recruit a consultant firm with the technical and financial capacity required to monitor the works for the Construction and Rehabilitation of WASH facilities at Health facilities and public places in Nyagatare, Gatsibo, Kayanza, Kamonyi, Ngororero, Nyanza, Gasho, Kicukiro, Nyarugenge districts.
- Expected results:** The monitoring office that will be the successful bidder will be responsible for the quality of work performed by the company, while firm office is monitoring requests to allocate qualified staff to projects and variable time.

The Head of Mission will visit the sites at least twice a week and will have to report on these visits.

The two supervisors will be assigned permanent on-site, and each visits all the sites in the area every day by controlling the execution of works.

The preliminary supervision work includes:

- Thorough and detailed reconnaissance of the places
- The checking and possible correction of the drawings and plans concerning the profiles, altitude, and site boundaries.



- c. The exact definition of the layout of the pipelines and their execution, in collaboration with all the authorities concerned (Water, Roads, and Electricity operationalization Institutions, etc.)
- d. The establishment of the plans showing the various layouts of the pipelines of existing and projected links
- e. Topographic leveling of plots whose longitudinal profiles are not available.
- f. the leveling of the tracings of the conduits for which a longitudinal profile is not available
- g. Establishment of working drawings for the pipe networks
- h. Establishment of the book of specifications with the sketches of the connections and the accessories based on the plans of implementation
- i. Verification of a list of pipes, fittings, and accessories
- j. Setting up of the work plan
- k. Geotechnical study relating to major works is not yet available
- l. Static designs and plans of implementation of all hydraulic works.
- m. All the plans of implementation must consider the approved project drawings
- n. Hire local community laborers and respect gender equity for manpower and skilled persons if available with fair wages
- o. Conduct kick-off with the project management team at the District
- p. Conduct project launching for local people to be aware of the project
- q. Identify all land with its incorporations to be affected by the project

2.2 Main activities to be monitored during project execution:

- a. Site installation
- b. Study review
- c. Catchment preparation
- d. Supply and lay of pipes and plumbing fittings with all necessary hydraulic equipment
- e. Civil works which include the construction of reservoirs, chambers, and water points
- f. Finishing and putting the network into operation
- g. Pressure testing and site cleaning
- h. Development of A built plan of the network (PDF, Shapefiles, excel) to the satisfaction of the client
- i. Handover (Provisional and final)

Notice 1: Before the signing of the contract for the works, the successful bidder (supervisor) will be given a time limit of 5 days dedicated to the analysis of the study (study review). Upon validation of the study reviewed by the supervising firm and clients, he/she will develop an operational schedule based on the specific features of the works to be thereafter agreed upon by both parties.

Notice 2: the construction works should be fully completed within 3 months from the contract signing date.



1. The essential equipment

The essential equipment to be made available for the Supervision Firm by the successful Bidder shall be:

- a. One GPS
- b. Wheel meter water supply system
- c. One Pickup Jeeps per district
- d. The bidder must provide proof of possession hiring of each material notorized

2. Team composition and profile

The ToR generally includes the following topics:

Expected results: The monitoring office that will be the successful bidder will be responsible for the quality of work performed by the company, which is why this office is monitoring requests to allocate to projects qualified staff and suitable time.

The two supervisors will be assigned permanent on-site, and each visit all the sites in the area every day by controlling the execution of works.

The key personnel/ professional staff will have the following qualifications:

The mandatory staff to present:

9.1.1.1. Head of Mission.

9.1.1.2. Permanent staff on the site.

9.1.1.3. Environmentalist.

9.1.1.4. Topographer.

9.1.1.5. Sociologist.

The minimum required experience of key personnel proposed is:

For key personnel to be provided by the bidder to perform the contract, the following requirements should be fulfilled:

- The bidder should attach notarized copies of degrees, updated and signed CV's, updated and signed certificates of availability and exclusivity, and copies of Identity cards or passports.
- The experience of key personnel will be proven by the notarized statement of services rendered.





- All engineers should be registered in the Institute of Engineers in Rwanda proven by a notarized valid certificate
- topographic surveyor should be registered in Rwanda's Organization of Land Surveyors proven by an original or notarized certificate
- For those having diplomas or Degrees awarded from foreign higher learning institutions, they must provide notarized Equivalences issued by the Higher Education Council (H&C).

3. Reporting and validation

- Development and delivery of monthly progress reports to be submitted on or before the 2nd day of the following month
- A progress report including work progress, site meetings, site diary, etc., will be developed by the technical team signed by both the contractor and supervision firm, and submitted to the client with a copy to the district
- The successful bidder will have to communicate to the clients the work progress every month until the completion of work
- Successful bidders shall organize monthly site meetings to track the physical progress
Note: On each reporting period, the consultant shall provide an individual report per district

Final report:

The consultant will produce at the latest one (1) month after the promulgation of the provisional acceptance, a final report which will include:

- General presentation of the projects (sources of financing, Contractor, etc.) quantity of the work carried out compared to the initial objectives of the projects
- The detailed financial assessment of each market (work, control) and the history corresponding (calendar of realization compared to the forecasts, interruption, evolution of the engaged people, the material used, etc.)
- The detailed description of all engineering changes undertaken with their justifications as well as an exhaustive presentation of the final projects.
- The economic analysis of the costs of works item by item, costs of part of the work based on bill of quantities

Moreover, the Mission of control will have:

- To gather and interpret the results and the lessons learned from control to allow thereafter the Administration as well as possible to define the programs of maintenance and future rehabilitation of the water pipeline and its additional works.





- To gather all the photograph's color (original) necessary to illustrate the various stages of the realization of the projects, with comments for each photograph.
- To establish a correlation between the results obtained answering the specifications and to analyze the variations.
- To define the possible reasons for their divergence (study deprives or, means or unsited standards).
- To present recommendations on the methods of implementation or the modification of certain regulations for the future.
- To join the geotechnical report of work.
- To present functional drawings or executed drawings.

The services for supervision and control will finish with the presentation of the final detailed account of work approved by the contracting parties.

- a) Data, Local Services, Personnel, and Facilities to be provided by the Client:

The Monitoring Office will be responsible for all that is necessary for the performance of this tender (staff residential house, monitoring office, machine, means of transport, communication, etc.)

All reports developed for supervision purposes are guided by the following considerations:

- Water supplied to the planned villages
- Future forecasting for 25 years
- Fair collaboration with local authorities and community
- District's ownership and leadership on the whole process
- Technical support by WASAC
- Focus on water supply standards and rule

As built data sheet (ArcGIS shapefiles data)

As built plans shall comply with the data in the sheet to be shared by WASAC Group Ltd.





Section IX – USAID Standard Provisions for non-U.S. contractors:

Contractor shall comply with the standard USAID requirements specified in this Appendix. The term "Contractor" shall also mean "Recipient", "Organization" or "Grantee" and the term "Agreement" shall also mean "Contract", "Award" or "Grant" for the purposes of these requirements.

The Contractor's obligations are to **Water For People**. As such in all instances of notification, submission of documentation, and the requesting of approvals and disclosures as required in the provisions below, the Contractor's obligations are to **Water For People** and not to USAID. The Contractor will communicate with the individual identified in article 2 of the Contract. This is applicable to all instances that reference USAID in the Provisions below except Standard Provision M.25, Mandatory Disclosures, which requires disclosures to be submitted to both Water For People and USAID.

M1. ALLOWABLE COSTS (AUGUST 2016)

a. The recipient will be reimbursed for costs incurred in carrying out the purposes of this award in accordance with the terms of this award and the applicable cost principles in effect as noted below. The recipient may obtain a copy of the applicable cost principles from the Agreement Officer (AO):

2 CFR 200, Subpart E, Cost Principles

48 CFR 31.2 Federal Acquisition Regulations (FAR) and 48 CFR 751.2 USAID Acquisition Regulations (AIDAR) - Cost Principles for Commercial Organizations

b. It is the recipient's responsibility to ensure that costs incurred are reasonable, allowable, and allocable as defined in the applicable cost principles.

c. The recipient must obtain any prior written approvals from the AO that are required by the applicable cost principles. The recipient may obtain the AO's written determination on whether specific costs not clearly addressed in the applicable cost principles are allowable or allocable. The AO reserves the right to make a final determination on the allowability of costs.

d. USAID will not pay any profit or fee to the recipient or subrecipients of a grant or cooperative agreement. This restriction does not apply to procurements under this award made in accordance with the Standard Provision, "Procurement Policies."

e. The recipient must retain documentation to support charges to this award for a period of three years from the date of submission of the final expenditure report in accordance with the Standard Provision, "Accounting, Record Retention and Access."

f. This provision must be incorporated into all subawards and contracts, which are paid on a cost reimbursement (non-fixed) basis.

[END OF PROVISION]





ME. ACCOUNTING, AUDIT, AND RECORDS (AUGUST 2024)

a. Accounting and Record Retention and Access

(1) The recipient's financial management system, including records documenting compliance with applicable statutes, regulations, and the terms and conditions of this award, must be sufficient to permit the preparation of reports and track expenditures to establish that funds have been used in accordance with the terms and conditions of this award. The records must comply with accounting principles generally accepted in the United States, the cooperating country, or by the International Accounting Standards Board (a subsidiary of the International Financial Reporting Standards Foundation). Accounting records and supporting documentation must, at a minimum, be adequate to show all costs incurred under this award, receipt and use of goods and services acquired under this award, the costs of the program supplied from other sources, and the overall progress of the program.

(2) The recipient must maintain all award records, including financial records, supporting documentation, statistical records, and all other records to support performance of and charges to this award. The recipient must retain all award records for three years from the date of submission of their final financial report. For awards that are renewed quarterly or annually, the recipient must retain records for three years from the date of submission of the quarterly or annual financial report, respectively. Exceptions to this three-year retention period are as follows:

(i) The records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken, if any litigation, claim, or audit is started before the expiration of the three-year period.

(ii) When the recipient or subrecipient is notified in writing by the Federal agency (or recipient) to extend the retention.

(3) The recipient must grant timely access to USAID, the USAID Inspector General, and the Comptroller General of the United States, or any of their authorized representatives, to any documents, papers, or other records of the recipient and any subrecipient, which are pertinent to the Federal award, in order to perform audits, execute site visits, or for any other official use. This includes timely and reasonable access to the recipient's personnel for the purpose of interview and discussion related to such documents or the award in general.

(4) USAID's rights of access are not limited to the required retention period of this provision but last as long as the records are retained.

b. Audit.

(1) Beginning in recipient's 2025 fiscal year, the recipient must have an annual single or program-specific audit, consistent with 2 CFR Part 200, Subpart F, for any recipient fiscal year in which the





recipient expends \$1,000,000 or more in all federal awards, either as a recipient, subrecipient, or contractor. For fiscal year 2024 and earlier, the audit threshold is \$750,000.

(1) The audit report must be submitted to the AO within 30 calendar days after receipt of the auditor's report, or nine months after the end of the audit period (whichever is earlier). The AO may authorize an audit extension when the nine-month timeframe would place an undue burden on the recipient.

(2) The USAID Inspector General will review this report to determine whether it complies with the audit requirements of this award. USAID will only pay for the cost of audits conducted in accordance with the terms of this award.

(3) In cases of continued inability or unwillingness by the recipient to have an audit performed in accordance with the terms of this provision, USAID will consider appropriate actions that may include suspension of all, or a percentage of, disbursements; suspension or termination of all or part of the award; or other legally available remedies, until the audit is satisfactorily completed.

(4) The recipient is not required to have an annual audit for any recipient fiscal year (2023 and later), in which the recipient expends less than \$1,000,000 in all federal awards, either as a recipient, subrecipient, or contractor. For fiscal year 2024 and earlier, the audit threshold is \$750,000. In all instances, the recipient must make records pertaining to this award for that fiscal year available for review by USAID officials or their designees upon request.

(5) USAID retains the right to conduct, or arrange for, financial reviews, audits, and evaluations to ensure adequate accountability of USAID funds by the recipient, regardless of the above audit requirements.

(c) Subawards and Contracts

(1) If the recipient provides USAID resources to other organizations to carry out the USAID-financed program and activities, the recipient is responsible for monitoring such subrecipients or contractors. The costs for subrecipient audits for organizations that meet the threshold in paragraph b. are allowable. The costs for subrecipient audits for organizations that do not meet the threshold in paragraph b. are allowable only for the following types of compliance audits: activities allowed or unallowed, allowable costs, cost principles, eligibility, cost share, level of effort, accounting, and reporting.

(2) This provision must be incorporated in its entirety into all subawards and contracts with non-U.S. organizations that are for more than \$10,000.

[END OF PROVISION]





3M. USAID ELIGIBILITY RULES FOR GOODS AND SERVICES (DECEMBER 2015)

(x) This provision is not applicable to commodities or services that the recipient provides with private funds as part of a cost-sharing requirement, or with Program Income generated under this award.

(b) Ineligible and Restricted Commodities and Services:

(1) **Ineligible Commodities and Services.** The recipient must not, under any circumstances, procure any of the following under this award:

- (i) Military equipment,
- (ii) Surveillance equipment,
- (iii) Commodities and services for support of police or other law enforcement activities,
- (iv) Abortion equipment and services,
- (v) Luxury goods and gambling equipment, or
- (vi) Weather modification equipment.

(2) **Ineligible Suppliers.** Any firms or individuals that do not comply with the requirements in Standard Provisions, "Debarment, Suspension and Other Responsibility Matters" and Standard Provisions, "Preventing Transactions with, or the Provision of Resources or Support to, Sanctioned Countries and Individuals" must not be used to provide any commodities or services funded under this award.

(3) **Restricted Commodities.** The recipient must obtain prior written approval of the Agreement Officer (AO) or comply with required procedures under an applicable waiver, as provided by the AO when procuring any of the following commodities:

- (i) Agricultural commodities,
- (ii) Motor vehicles,
- (iii) Pharmaceuticals,
- (iv) Pesticides,
- (v) Used equipment,
- (vi) U.S. Government-owned excess property, or
- (vii) Fertilizer.

(c) Source and Nationality:





Except as may be specifically approved in advance by the AO, all commodities and services that will be reimbursed by USAID under this award must be from the authorized geographic code specified in this award and must meet the source and nationality requirements set forth in 22 CFR 221. If the geographic code is not specified, the authorized geographic code is 937. When the total value of procurement for commodities and services during the life of this award is valued at \$250,000 or less, the authorized geographic code for procurement of all goods and services to be contracted under this award is code 935. [Geographic code 937 includes "low-income" and "lower-middle income" economies. Geographic code 935 includes "upper-middle-income" and "high-income" economies as defined by the World Bank. A list of these countries is available at: <https://datahelpdesk.worldbank.org/knowledgebase/articles/926512-world-bank-country-and-lending-groups>]

(d) Guidelines on the eligibility of specific commodities and services may be obtained from the AO. If USAID determines that the recipient has procured any commodities or services under this award contrary to the requirements of this provision, and has received payment for such purposes, the AO may require the recipient to refund the entire amount of the purchase.

(e) This provision must be included in all subawards and contracts which include procurement of commodities or services.

[END OF PROVISION]

M7. TITLE TO AND USE OF PROPERTY (AUGUST 2024)

a. Title to all Property financed under this award vests in the recipient upon acquisition unless otherwise specified in this award.

(b) *Property* means real property or personal property as defined individually below, financed under this award or furnished by USAID:

(1) *Real Property* means land, including land improvements, structures and appurtenances thereto, and legal interests in land, including fee interest, licenses, rights of way, and easements. Real property excludes moveable machinery and equipment.

(2) *Personal property* means property other than real property. It may be tangible or intangible.

(3) *Equipment* means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost that equals or exceeds the lesser of the capitalization level established by the recipient for financial statement purposes, or \$10,000.

(4) *General purpose equipment* means equipment that is not limited to research, medical, scientific, or other technical activities. Examples include office equipment and furnishings, modular offices,





telephone networks, information technology equipment and systems, air conditioning equipment, reproduction and printing equipment, and motor vehicles.

(ii) *Information technology systems* means computing devices, auxiliary equipment, software, firmware, and related procedures, services (including support services), and resources.

(iii) *Special purpose equipment* means equipment that is used only for research, medical, scientific, or other similar technical activities. Examples of special purpose equipment include microscopes, x-ray machines, surgical instruments, spectrometers, and associated software.

(iv) *Supplies* means all tangible personal property other than those described in the Equipment definition. A computing device is a supply if the acquisition cost is below the lesser of the capitalization level established by the recipient for financial statement purposes or \$10,000, regardless of the length of its useful life. *Computing devices* are machines that acquire, store, analyze, process, and publish data and other information electronically, including accessories (or "peripherals") for printing, transmitting and receiving, or storing electronic information.

(v) *Intangible Property* means property having no physical existence, such as trademarks, copyrights, data (including data licenses), websites, IP licenses, trade secrets, patents, patent applications, and property such as loans, notes and other debt instruments, lease agreements, stocks and other instruments of property ownership of other tangible or intangible property, such as intellectual property, software, or software subscriptions or licenses.

(c) The recipient agrees to use and maintain all Property for the purpose of this award in accordance with the following procedures:

(1) The recipient must use the Property for the program for which it was acquired during the period of this award, and must not provide any third party a legal or financial interest in the property (e.g., through a mortgage, lien, or lease) without the approval of USAID.

(2) When the Property is no longer needed for the program for which it was acquired during the period of this award, the recipient must use the Property in connection with its other activities, in the following order of priority:

(i) Activities funded by USAID, then

(ii) Activities funded by other United States Government (USG) agencies, then

(iii) As directed by the Agreement Officer (AO).

(3) The recipient must maintain the Property in good condition, have management procedures to protect the Property, and maintain an accurate inventory of all Property. The recipient is responsible for maintaining and updating property records when there is a change in the status of the property. Maintenance procedures must include the following:

(1) Accurate description of the Property, including serial number, model number, or other identifying number, acquisition date and cost, the percentage of the USAID portion of the original





purchase, location, use and condition, and disposition date of any Property (date of disposition, sales price, method used to determine current fair market value, etc.), as applicable.

(7) A physical inventory of Property that must be conducted, and the results must be reconciled with the Property records, at least once every two years during the period of this award.

(8) A control system must be in place to ensure safeguards for preventing Property loss, damage, or theft. Any loss, damage, or theft of equipment must be investigated and fully documented, and the recipient must promptly notify the AO. The recipient must maintain appropriate insurance equivalent to insurance the recipient maintains for its own property. The recipient may be liable where insurance is not sufficient to cover losses or damage.

(9) Regular maintenance procedures must be in place to ensure the Property is in proper working condition.

(a) Upon completion of this award, or when the equipment is no longer needed for the purpose of this award, the recipient must submit to the AO a proposed Property disposition plan for the following types of Property:

(1) All equipment that has a current fair market value in excess of \$10,000 per unit.

(2) New/unused supplies exceeding \$10,000 in aggregate current fair market value. The aggregate value consists of all supply types, not just like-kind supplies.

(3) Real or intangible property, of any value.

(f) If the AO fails to provide approval of the recipient's proposed Property disposition plan or does not provide other Property disposition instructions in writing within 120 days of the AO's receipt of the recipient's proposed Property disposition plan, the recipient may dispose of the Property in accordance with the recipient's property disposition plan. Disposition may include the following:

(1) The recipient may retain title with no further obligation to USAID.

(2) The recipient may retain title, but must compensate USAID for the USAID share, based on the current fair market value or the proceeds from the sale of the Property.

(3) The recipient may be directed to transfer title to USAID or a third party, including another implementing partner or the host country government. In such a case, the recipient will be compensated for its proportional share of the Property that the recipient financed with its own funds, if any, based on the current fair market value of the Property.

(g) The AO may direct, at any time during this award, that title to the Property revert to the USG or a third party, such as the cooperating country. In such cases, the recipient must maintain custody and control of the Property, until directed otherwise, and must allow reasonable access to the Property to the title holder. While in its custody and control, the recipient must follow the provisions above for protection and maintenance of the Property, and provide the AO with an annual inventory of such Property and follow any additional instructions on protection and maintenance as may be provided by the AO.





(3) The recipient must retain records for property and equipment acquired with USAID funds provided under this award for three years after final disposition.

(4) This provision must be included in all subawards and contracts.

[END OF PROVISION]

11.1. DEBARMENT AND SUSPENSION (JUNE 2012)

a. The recipient must not transact or conduct business under this award with any individual or entity that has an active exclusion on the System for Award Management (SAM) (www.sam.gov) unless prior approval is received from the Agreement Officer. The list contains those individuals and entities that the U.S. Government has suspended or debarred based on misconduct or a determination by the U.S. Government that the person or entity cannot be trusted to safeguard U.S. Government funds. Suspended or debarred entities or individuals are excluded from receiving any new work or any additional U.S. Government funding for the duration of the exclusion period. If the recipient has any questions about listings in the system, those must be directed to the Agreement Officer.

b. The recipient must comply with Subpart C of 2 CFR Section 189, as supplemented by 2 CFR 189.789. USAID may disallow costs, suspend or terminate the transaction, debar or suspend the recipient, or take other remedies as appropriate, if the recipient violates this provision. Although doing so is not automatic, USAID may terminate this award if a recipient or any of its principals meet any of the conditions listed in paragraph c. below. If such a situation arises, USAID will consider the totality of circumstances—including the recipient's response to the situation and any additional information submitted—when USAID determines its response.

c. The recipient must notify the Agreement Officer immediately upon learning that it or any of its principals, at any time prior to or during the duration of this award:

- (1) Are presently excluded or disqualified from doing business with any U.S. Government entity;
- (2) Have been convicted or found liable within the preceding three years for committing any offense indicating a lack of business integrity or business honesty such as fraud, embezzlement, theft, forgery, bribery or lying;
- (3) Are presently indicted for or otherwise criminally or civilly charged by any governmental entity for any of the offenses enumerated in paragraph c.(2); or (4) Have had one or more U.S.-funded agreements terminated for cause or default within the preceding three years.

d. Principal means—

- (1) An officer, director, owner, partner, principal investigator, or other person within a participant with management or supervisory responsibilities related to a covered transaction; or





(2) A Contractor or other person, whether or not employed by the participant or paid with Federal funds, who—

(i) It is in a position to handle Federal funds;

(ii) It is in a position to influence or control the use of those funds; or,

(iii) Occupies a technical or professional position capable of substantially influencing the development or outcome of an activity required to perform the covered transaction.

a. The recipient must include this provision in its entirety except for paragraphs c.(2)-(4) in any subawards or contracts entered into under this award.

[END OF PROVISION]

314. PREVENTING TRANSACTIONS WITH, OR THE PROVISION OF RESOURCES OR SUPPORT TO, SANCTIONED GROUPS AND INDIVIDUALS (MAY 2019)

a. In carrying out activities under this award, except as authorized by a license issued by the Office of Foreign Assets Control (OFAC) of the U.S. Department of Treasury, the recipient will not engage in transactions with, or provide resources or support to, any individual or entity that is subject to sanctions administered by OFAC or the United Nations (UN), including any individual or entity that is included on the Specially Designated Nationals and Blocked Persons List maintained by OFAC (<https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>) or on the UN Security Council consolidated list (<https://www.un.org/securitycouncil/consolidated-list>).

b. Any violation of the above will be grounds for unilateral termination of the agreement by USAID.

c. The Recipient must include this provision in all subawards, and contracts issued under this award.

[END OF PROVISION]

315. TRAFFICKING IN PERSONS (AUGUST 2014)

(a) The recipient, its employees, contractors at any tier, subrecipients under this award, and subrecipient and contractor employees must not engage in:

(1) Severe forms of trafficking in persons during the period of this award;





- (2) Procurement of a commercial sex act during the period of performance of this award;
- (3) Use of forced labor in the performance of this award; or
- (4) Acts that directly support or advance trafficking in persons, including the following acts:
 - (i) Destroying, concealing, removing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents;
 - (ii) Failing to provide return transportation or pay for return transportation costs to an employee from a country outside the United States to the country from which the employee was recruited upon the end of employment if requested by the employee, unless:
 - (A) exempted from the requirement to provide or pay for such return transportation by USAID under this award; or
 - (B) the employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or a witness in a human trafficking enforcement action;
 - (iii) Soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent promises, representations, or promises regarding that employment;
 - (iv) Charging recruited employees a placement or recruitment fee; or
 - (v) Providing or arranging housing that fails to meet the host country housing and safety standards.
- (5) USAID may terminate this award, without penalty, or take any remedial actions authorized by 22 U.S.C. 71049(c), if the recipient under this award:
 - (1) Is determined to have violated a prohibition in paragraph (a), or
 - (2) Has an employee that is determined to have violated a prohibition in paragraph (a) through conduct that is either:
 - (i) Associated with the performance under this award; or
 - (ii) Imputed to the recipient or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by USAID at 2 CFR 750.
 - (3) USAID's right to unilaterally terminate this award as described in paragraph (b)(1) implements the requirements of 22 U.S.C. chapter 78, and (3) is in addition to all other remedies for noncompliance that are available to USAID under this award.
- (6) The recipient must immediately notify the Bureau for Management, Office of Management Policy, Budget and Performance, Responsibility, Safeguarding, and Compliance Division (MMPBP-KSC) at disclosure@usaid.gov, the AO, and the USAID Office of Inspector General of any information it receives from any source alleging credible information that the recipient, any





subrecipient, contractor, or subcontractor of the recipient, or any agent of the recipient or of such a subrecipient, contractor, or subcontractor, has engaged in conduct described in paragraph (a). The recipient must fully cooperate with any Federal agencies responsible for audits, investigations, or corrective actions relating to trafficking in persons.

(4) If the estimated value of services required to be performed under the award outside the United States exceeds \$500,000, the recipient must certify annually that:

(1) The recipient has implemented a plan to prevent the activities described in paragraph (a) of this provision, and is in compliance with this plan;

(2) The recipient has implemented procedures to prevent any activities described in paragraph (a) of this provision and to monitor, detect, and terminate any subrecipient, contractor, subcontractor, or employee of the recipient engaging in any activities described in paragraph (a) of this provision; and

(3) To the best of the recipient's knowledge, neither the recipient, nor any subrecipient, contractor, or subcontractor of the recipient or any agent of the recipient or of such a subrecipient, contractor, or subcontractor, is engaged in any of the activities described in paragraph (a) of this provision.

(5) Any plan or procedures implemented pursuant to paragraph (a) must be appropriate to the size and complexity of the award and to the nature and scope of the activities, including the number of non-United States citizens expected to be employed. The compliance plan must include, at a minimum, the following:

(1) An awareness program to inform recipient employees about the U.S. Government's policy prohibiting trafficking-related activities described in paragraph (a), the activities prohibited, and the actions that will be taken against the employee for violations. Additional information about Trafficking in Persons and examples of awareness programs can be found at the website for the Department of State's Office to Monitor and Combat Trafficking in Persons at <http://www.state.gov/tip/>.

(2) A reporting process for employees to report, without fear of retaliation, activity inconsistent with the policy prohibiting trafficking in persons.

(3) A recruitment and wage plan that only permits the use of recruitment companies with trained employees, prohibits charging of recruitment fees to the employees or potential employees, and ensures that wages meet applicable host-country legal requirements or explains any variance.

(4) A housing plan, if the recipient, subrecipient, contractor, or subcontractor intends to provide or arrange housing, that ensures that the housing meets any host-country housing and safety standards.

(5) Procedures to prevent agents, subrecipients, contractors, or subcontractors at any tier and at any dollar value from engaging in trafficking in persons, including activities in paragraph (a) of this provision.





and to monitor, detect, and terminate any agents, subagents, or subcontractor, contractor, or subcontractor employees that have engaged in such activities.

(g) The recipient must provide a copy of the plan to the AO upon request and must post the useful and relevant contents of the plan or related materials on its website (if one is maintained) and at the workplace.

(h) The AO may direct the recipient to take specific steps to abate an alleged violation or enforce the requirements of a compliance plan.

(i) For purposes of this provision:

(1) "Abuse or threatened abuse of law or legal process," as defined at section 103 of the TVPA, as amended (22 U.S.C. 7102), means the use or threatened use of a law or legal process, whether administrative, civil, or criminal, in any manner or for any purpose for which the law was not designed, in order to exert pressure on another person to cause that person to take some action or refrain from taking some action.

(2) "Coercion," as defined at section 103 of the TVPA, as amended (22 U.S.C. 7102), means:

(i) Threats of serious harm to or physical restraint against any person;

(ii) Any scheme, plan, or pattern intended to cause a person to believe that failure to perform an act would result in serious harm to or physical restraint against any person; or

(iii) The abuse or threatened abuse of the legal process.

(3) "Commercial sex act," as defined at section 103 of the TVPA, as amended (22 U.S.C. 7102), means any sex act on account of which anything of value is given to or received by any person.

(4) "Debt bondage," as defined at section 103 of the TVPA, as amended (22 U.S.C. 7102), means the status or condition of a debtor arising from a pledge by the debtor of his or her personal services or of those of a person under his or her control as a security for debt, if the value of those services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of those services are not respectively limited and defined.

(5) "Employee" means either:

(i) an individual employed by the recipient or subcontractor who is engaged in the performance of the project or program under this award; or

(ii) another person engaged in the performance of the project or program under this award and not compensated by the recipient including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing requirements.

(6) "Involuntary servitude," as defined at section 103 of the TVPA, as amended (22 U.S.C. 7102), includes a condition of servitude induced by means of:





(i) Any scheme, plan, or pattern intended to cause a person to believe that, if the person did not enter into or continue in such condition, that person or another person would suffer serious harm or physical restraint; or

(ii) The abuse or threatened abuse of the legal process.

(7) "Recruitment fee" means fees of any type, including charges, costs, assessments, or other financial obligations, that are associated with the recruiting process, regardless of the time, manner, or location of imposition or collection of the fee.

(8) Recruitment fees include, but are not limited to, the following fees (when they are associated with the recruiting process) for:

(A) Advertising;

(B) Obtaining permanent or temporary labor certification, including any associated fees;

(C) Processing applications and petitions;

(D) Acquiring visas, including any associated fees;

(E) Acquiring photographs and identity or immigration documents, such as passports, including any associated fees;

(F) Assessing the job opportunity, including required medical examinations and immunizations, background, reference, and security clearance checks and examinations, and additional certifications;

(G) An employer's recruiters, agents or attorneys, or other entry or legal fees;

(H) Language interpretation or translation, arranging for or accompanying on travel, or providing other advice to employees or potential employees;

(I) Government-assisted fees, such as border crossing fees, levies, or worker welfare fund;

(J) Transportation and subsistence costs:

(1) While in transit, including, but not limited to, airfare or costs of other modes of transportation, terminal fees, and travel taxes associated with travel from the country of origin to the country of performance and the return journey upon the end of employment; and

(2) From the airport or disembarkation point to the worksite;

(3) Security deposits, bonds, and insurance; and

(4) Equipment charges.

(9) A recruitment fee, as described in the introductory text of this definition, is a recruitment fee, regardless of whether the payment is:

(A) Paid in property or money;



- (B) Deducted from wages;
- (C) Paid back as wage or benefit concessions;
- (D) Paid back as a kickback, bribe, in-kind payment, free labor, tip, or tribute; or
- (E) Collected by an employer or a third party, whether licensed or unlicensed, including, but not limited to:
 - (1) Agents;
 - (2) Labor brokers;
 - (3) Recruiters;
 - (4) Staffing firms (including private employment and placement firms);
 - (5) Subsidiaries/affiliates of the employer;
 - (6) Any agent or employee of such entities; and
 - (7) Subcontractors at all tiers.
- (8) "Severe forms of trafficking in persons" as defined in section 103 of the TVPA, as amended (32 U.S.C. 7102), means:
 - (i) Sex trafficking in which a commercial sex act is induced by force, fraud, or coercion or in which the person induced to perform such act has not attained 18 years of age; or
 - (ii) The recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjecting to involuntary servitude, peonage, debt bondage or slavery.
- (9) "Sex trafficking," as defined in section 103 of the TVPA, as amended (32 U.S.C. 7102), means the recruitment, harboring, transportation, provision, obtaining, procuring, or soling of a person for the purpose of a commercial sex act.
- (10) Terms not defined in this provision have the same meaning as provided in 2 CFR part 200, subpart A.
- (11) The recipient must include in all subawards the requirements of paragraph (a) of this award term, this paragraph (j), and a notification requirement to the recipient similar to that described in paragraph (d). The recipient must forward such notifications as required in paragraph (d).

[END OF PROVISION]





MIN. LIMITING CONSTRUCTION ACTIVITIES (AUGUST 2023)

APPLICABILITY. In accordance with the policy at ADS 301.3.30, AOs must include this provision in all solicitations and awards. When no construction activities are contemplated under the award, the AO must insert “Construction is not eligible for reimbursement under this award” in section d) of this provision. If the award permits construction activities based on the policy above (or as authorized by waiver), the AO must insert the description and location(s) of the specific construction activities in section d) of this provision. The AO must not make a general reference to the Program Description. The AO must also ensure that there is a specific line item for construction activities in the award budget.

LIMITING CONSTRUCTION ACTIVITIES (AUGUST 2023)

a) Construction is not eligible for reimbursement under this award unless specifically identified in paragraph d) below.

b) Definitions

(1) “Construction” means—construction, alteration, or repair (including dredging and excavation) of buildings, structures, or other real property and includes, without limitation, improvements, renovation, alteration and refurbishment. The term includes, without limitation, roads, power plants, buildings, bridges, water treatment facilities, and vertical structures. The term does not include emplacement and removal of prefabricated structures and humanitarian shelters that are designed and constructed to be readily moved, erected, disassembled, stored, and reused (i.e., “relocatable buildings”), unless the emplacement and removal of the relocatable building requires site preparation work that otherwise meets the definition of construction.

(2) “Improvements, renovation, alteration, and refurbishment” means—any betterment or change to an existing property to allow its continued or more efficient use within its designed purpose (renovation), or for the use of a different purpose or function (alteration). Improvements also include improvements to or upgrading of primary mechanical, electrical, or other building systems. “Improvements, renovation, alteration, and refurbishment” does NOT include non-structural, cosmetic work, including painting, floor covering, wall covering, window replacement that does not include changing the size of the window opening, replacement of plumbing or conduit that does not affect structural elements, and non-load bearing walls or fixtures (e.g., shelves, signs, lighting, etc.). It also does NOT include repairs used to humanitarians assistance which constitute minor fixes to physical elements of a currently serviceable structure, if those repairs do not significantly impact or change the primary mechanical, electrical, or structural elements of the real property.

c) Agreement Officers will not approve any subawards or procurements by recipients for construction activities that are not listed in paragraph d) below. USAID will reimburse allowable costs for only the construction activities listed in this provision not to exceed the amount specified in the construction line item of the award budget. The recipient must receive prior written approval





from the AO to transfer funds allotted for construction activities to other cost categories, or vice versa with the exception of increases or decreases directly associated with currency fluctuations.

d) Description

[Type of construction and location(s)]

e) The recipient must include this provision in all subawards and procurements and make vendors providing services under this award and subrecipients aware of the restrictions of this provision.

[END OF PROVISION]

III. ENHANCEMENT OF GRANTEE EMPLOYEE WHISTLEBLOWER PROTECTIONS (AUGUST 2024)

The requirement to comply with and inform all employees of the "Enhancement of Contractor Employee Whistleblower Protections" is retroactively effective for all assistance awards, subawards and contracts issued beginning July 1, 2015.

The Recipient must inform its employees working under this award in the predominant native language of the workforce that they are afforded the employee whistleblower rights and protections provided under 41 U.S.C. § 4712; See statutory requirements for whistleblower protections at 10 U.S.C. 4701, 41 U.S.C. 4712, 41 U.S.C. 4304, and 10 U.S.C. 4310.

In accordance with U.S.C. § 4712 states that an employee of a recipient may not be discharged, demoted, or otherwise discriminated against as a reprisal for "whistleblowing." In addition, whistleblower protections cannot be waived by any agreement, policy, form, or condition of employment.

For the purposes of this provision, "whistleblowing" is defined as making a disclosure "that the employee reasonably believes" is evidence of any of the following: • Gross mismanagement of a USAID contract or grant;

- A gross waste of USAID funds;
- An abuse of authority relating to a USAID contract or grant;
- A substantial and specific danger to public health or safety; or
- A violation of law, rule, or regulation related to a USAID contract or grant (including the competition for, or negotiation of, a contract or grant).

To qualify under the statute, the employee's disclosure must be made to:

- A Member of the U.S. Congress, or a representative of a U.S. Congressional Committee,





- A cognate U.S. Inspector General;
- The U.S. Government Accountability Office;
- A USAID employee responsible for contract or grant oversight or management at the relevant agency;
- A U.S. court or grand jury; or
- A management official or other employee of the Recipient who has the responsibility to investigate, discover, or address misconduct.

The recipient must include this requirement in any subaward or contract made under this award.
[END OF PROVISION]

MD4. PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS (MAY 2017)

(a) Definitions.

- 1) "Contract" has the meaning given in 2 CFR Part 101.
- 2) "Contractor" means an entity that receives a contract as defined in 2 CFR Part 101.
- 3) "Internal confidentiality agreement or statement" means a confidentiality agreement or any other written statement that the recipient requires any of its employees or subrecipients to sign regarding nondisclosure of recipient information, except that it does not include confidentiality agreements arising out of civil litigation or confidentiality agreements that recipient employees or subrecipients sign at the behest of a Federal agency.
- 4) "Subaward" has the meaning given in 2 CFR Part 201.
- 5) "Subrecipient" has the meaning given in 2 CFR Part 201.

(b) The recipient must not require its employees, subrecipients, or Contractors to sign or comply with internal confidentiality agreements or statements that prohibit or otherwise restrict employees, subrecipients, or Contractors from lawfully reporting waste, fraud, or abuse related to the performance of a Federal award to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (for example, the Agency Office of the Inspector General).

(c) The recipient must notify current employees and subrecipients that prohibitions and restrictions of any preexisting internal confidentiality agreements or statements covered by this provision, to the extent that such prohibitions and restrictions are inconsistent with the prohibitions of this provision, are no longer in effect.

(d) The prohibition in paragraph (c) of this provision does not contravene the requirements applicable to Standard Form 312 (Classified Information Nondisclosure Agreement), Form 4414





(Sensitive Compartmented Information NonDisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(4) In accordance with section 745 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015, (Pub. L. 113-235), and its successor provisions in subsequent appropriations acts (and as amended in continuing resolutions) use of appropriate funds (or otherwise made available) is prohibited, if the Government determines that the recipient is not in compliance with the requirements of this provision.

(5) The recipient must include the substance of this provision, including this paragraph (5), in subawards and contracts under such awards.

[END OF PROVISION]

MIN. MANDATORY DISCLOSURES (DECEMBER 2015)

- (a) Consistent with 2 CFR §200.113, applicants, recipients, and subrecipients of a federal award must promptly disclose whenever, in connection with the award (including any activities or subawards), it has credible evidence of any violation of federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 of the United States Code or a violation of the civil False Claims Act (31 U.S.C. 3729-3733). Applicant and recipient disclosures must be made in writing.

[with a copy to the cognizant Agreement Officer as follows:

- (1) To the USAID Office of Inspector General (OIG) for reports of violations alleged to have occurred prior to July 1, 2015; and
- (2) To the Department of State Inspector General for all other matters. Subrecipients and contractor disclosures must be made in writing as outlined in paragraphs (a)(1) and (2), with a copy to the prime recipient (pass-through only).]

- (b) Recipients and subrecipients are also required to report matters related to recipient integrity and performance in accordance with the Standard Provision "Award Terms and Condition for Recipient Integrity and Performance Matters (AUGUST 2004)."
- (c) Failure to make required disclosures can result in any of the remedies described in 2 CFR §200.539 Remedies for noncompliance, including suspension or debarment (See 2 CFR 101, 2 CFR 760 and 31 U.S.C. 3021).
- (d) The recipient must include this mandatory disclosure requirement in all subawards and contracts under this award.

[END OF PROVISION]





MI9. PROHIBITION ON CERTAIN TELECOMMUNICATION AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (AUGUST 2024)

(a) In accordance with the cost principles in 2 CFR § 200.471, obligating or expending costs for covered telecommunication and video surveillance equipment or services as described in 2 CFR § 200.216 are unallowable. Recipients and subrecipients are prohibited from using award funds, including direct and indirect costs, cost share and program income, for such equipment or services.

(b) Except as provided by paragraph (c), the recipient or subrecipient understands and will comply with the prohibition on certain telecommunication and video surveillance equipment or services. The recipient affirms the understanding of this prohibition by accepting this award and by submitting payment requests and financial reports, as applicable.

(c) This provision implements temporary waivers granted to USAID under Section 850(d)(2) that allow the recipient to use award funds for costs incurred on or after October 1, 2022, through September 30, 2023, for covered telecommunication and video surveillance equipment or services as described in 2 CFR § 200.216, only if the recipient has determined that there is no available alternate eligible source for such equipment or services.

(d) After September 30, 2023, in accordance with 2 CFR § 200.471 costs for all covered telecommunication and video surveillance equipment or services as described in 2 CFR § 200.216 will be unallowable.

(e) The recipient must include this provision in all subawards and contracts issued under this award.

[END OF PROVISION]

KAAS. TRAVEL AND INTERNATIONAL AIR TRANSPORTATION (DECEMBER 2014)

A. TRAVEL COSTS

All travel costs must comply with the applicable cost principles and must be consistent with those normally allowed in like circumstances in the recipient's non-USAID-funded activities. Costs incurred by employees and officers for travel, including air fare, costs of lodging, other subsistence, and incidental expenses, may be considered reasonable and allowable only to the extent such costs do not exceed reasonable charges normally allowed by the recipient in its regular operations as the result of the recipient organization's written travel policy and are within the limits established by the applicable cost principles.

In the absence of a reasonable written policy regarding international travel costs, the standard for determining the reasonableness of reimbursement for international travel costs will be the Standardized Regulations (Government Civilian, Foreign Area), published by the U.S.





Department of State, as from time to time amended. The most current Standardized Regulations on International Travel Costs may be obtained from the Agreement Officer. In the event that the cost for air fare exceeds the customary standard commercial airfare (coach or equivalent) or the lowest commercial discount airfare, the recipient must document use of the allowable exceptions from the applicable cost principles.

k. FLY AMERICA ACT RESTRICTIONS

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

- (2) In the event that the recipient selects a carrier other than a U.S. Flag Air Carrier for international air transportation, in order for the costs of such international air transportation to be allowable, the recipient must document such transportation in accordance with this provision and consistent with documentation pursuant to the Standard Provision, "Accounting, Audit and Reports." The documentation must use one of the following reasons or other exception under the Fly America Act:
 - (i) The recipient uses a European Union (EU) flag air carrier, which is an airline operating from an EU country that has signed the US-EU "Open Skies" agreement (<http://www.usdoj.gov/crt/air/other/air/130684.html>).
 - (ii) Travel to or from one of the following countries on an airline of that country when no city pair fare is in effect for that leg (see <http://apps.faa.gov/citypairs/search/>):
 - a. Australia on an Australian airline,
 - b. Switzerland on a Swiss airline, or
 - c. Japan on a Japanese airline.
 - (iii) Only for a particular leg of a route on which no US Flag Air Carrier provides service on that route;
 - (iv) For a trip of 3 hours or less, the use of a US Flag Air Carrier at least doubles the travel time;
 - (v) If the US Flag Air Carrier offers direct service, use of the US Flag Air Carrier would increase the travel time by more than 24 hours, or





(vi) If the US Flag Air Carrier does not offer direct service,

- a. Use of the US Flag Air Carrier increases the number of aircraft changes by 2 or more,
- b. Use of the US Flag Air Carrier extends travel time by 5 hours or more, or
- c. Use of the US Flag Air Carrier requires a layover at an overseas interchange of 4 hours or more.

c. DEFINITIONS

The terms used in this provision have the following meanings:

- (1) "Travel costs" means expenses for transportation, lodging, subsistence (meals and incidentals), and related expenses incurred by employees who are on travel status on official business of the recipient for any travel outside the country in which the organization is located. "Travel costs" do not include expenses incurred by employees who are out on official business of the recipient, such as rest and recuperation (R&R) travel offered as part of an employee's benefits package that are consistent with the recipient's personnel and travel policies and procedures.
- (2) "International air transportation" means international air travel by individuals (and their personal effects) or transportation of cargo by air between a place in the United States and a place outside thereof, or between two places both of which are outside the United States.
- (3) "U.S. Flag Air Carrier" means an air carrier on the list issued by the U.S. Department of Transportation at <http://www.dhs.gov/aviation/certific/certlist.htm>. U.S. Flag Air Carrier service also includes service provided under a code share agreement with another air carrier when the ticket, or documentation for an electronic ticket, identifies the U.S. flag air carrier's designator code and flight number.
- (4) For this provision, the term "United States" includes the fifty states, Commonwealth of Puerto Rico, possessions of the United States, and the District of Columbia.

d. SUBAWARDS AND CONTRACTS





This provision must be included in all subawards and contracts under which this award will finance international air transportation.

[END OF PROVISION]

RAA10. OCEAN SHIPMENT OF GOODS (JUNE 2012)

a. Prior to contracting for ocean transportation to ship goods purchased or financed with USAID funds under this award, the recipient must contact the office below to determine the flag and class of vessel to be used for shipment:

U.S. Agency for International Development,

Bureau for Management

Office of Acquisition and Assistance, Transportation Division

1500 Pennsylvania Avenue, NW

USAID Annex

Washington, DC 20523-7900

Email: oceantransportation@usaid.gov

b. This provision must be included in all subagreements, including subawards and contracts.

[END OF PROVISION]

RAA11. REPORTING HOST GOVERNMENT TAXES (DECEMBER 2012)

(a) Definitions. As used in this provision--

Foreign government includes any foreign governmental entity.

Foreign taxes include value-added taxes and customs duties but not individual income taxes assessed to local staff.

Local Staff means Cooperating Country National employees.

(b) Annual Report

(1) The recipient must submit a report detailing foreign taxes assessed under this award the prior U.S. Government fiscal year. The report must be submitted annually by April 15.

(2) A report is required even if the recipient did not pay any foreign taxes during the reporting period. A narrative report may be provided if the recipient is performing more than one award in the foreign country.





(c) **Contents of report.** The report must contain:

- (1) Recipient name
- (2) Contact name with phone number and email address
- (3) Award number(s)
- (4) Amount of foreign taxes assessed by each foreign government (listed separately) under this award during the prior U.S. Government fiscal year.
- (5) Taxes assessed on any individual transaction of less than \$700 should not be reported.
- (6) The recipient must report only foreign taxes assessed by a foreign government receiving U.S. assistance under this award. The recipient must not report on foreign taxes assessed by a third-party foreign government.
- (7) Any reimbursements of foreign taxes received by the recipient on the taxes in paragraph (c)(4) of this provision received through the date of the report.
- (8) **Submission of report.** The recipient must submit the report to: [Agreement Officer must insert address and point of contact at the Embassy or Mission in the country in which the award will be performed, or CFO/CMP for USAID/W-issued awards, as appropriate], with a copy to the Agreement Officer's Representative.

(9) **Subawards and contracts.** The recipient must include this reporting requirement in all subawards and contracts issued under this award. The recipient must collect and incorporate into the recipient's report all information received from subawardees and contractors pursuant to this provision.

[END OF PROVISION]

RAA16. USAID Disability Policy - Assistance (December 2025)

- (a) The objectives of the USAID Disability Policy are:
 - (1) to advance the attainment of United States foreign assistance program goals by promoting the participation and equalization of opportunities of individuals with disabilities in country and sector strategies, activity design[,] and implementation;
 - (2) to increase awareness of issues of people with disabilities both within USAID programs and in host countries;
 - (3) to engage other U.S. Government agencies, host country counterparts, governments, implementing organizations[,] and other donors in fostering a climate of nondiscrimination against people with disabilities; and
 - (4) to support international advocacy for people with disabilities.
- (b) USAID therefore requires that the recipient not discriminate against people with disabilities in the implementation of USAID funded programs. To that end and to the extent it can





accomplish this goal within the scope of the program objectives, the recipient should demonstrate a comprehensive and consistent approach for including men, women, and children with disabilities.

[END OF PROVISION]

KAAB. CONTRACT PROVISION FOR DBA INSURANCE UNDER RECIPIENT PROCUREMENTS

APPLICABILITY: The following provision is required when the recipient is expected to procure services to be performed overseas.

DEFENSE BASE ACT (DBA) WORKERS' COMPENSATION INSURANCE FOR PROCUREMENT CONTRACT (DECEMBER 2015)

All contracts made by the recipient under this award for services to be performed overseas must contain the following provision, as applicable.

Workers' Compensation Insurance (Defense Base Act)

- (a) The Contractor must-
- (1) Before commencing performance under this contract, establish provisions to provide for the payment of disability compensation and medical benefits to covered employees and death benefits to their eligible survivors by purchasing Defense Base Act (DBA) insurance unless the Contractor qualifies as a self-insurer under the Longshore and Harbor Workers' Compensation Act (33 U.S.C. 912) as extended by the Defense Base Act (42 U.S.C. 1613, et seq.), or has an approved retrospective rating agreement for DBA. The Contractor must continue to maintain these provisions to provide such Defense Base Act benefits until contract performance is completed.
 - (2) If USAID or the Contractor has secured a waiver of DBA coverage for contractor's employees who are not citizens of, residents of, or hired in the United States, the contractor agrees to provide such employee with worker's compensation benefits as required by the laws of the country in which the employees are working, or by the laws of the employee's native country, whichever affords greater benefits. See AIDAR 728.505-70(a) for more information on DBA waivers. The Department of Labor has granted partial blanket waivers of DBA coverage applicable to USAID-financed contracts performed in countries listed in the DEFENSE BASE ACT (DBA) WAIVER LIST.
 - (3) Within 90 days of an employee's injury or death or 60 days after the date the Contractor has knowledge of the injury or death, submit Form LS-202 (Employee's First Report of Injury or Occupational Illness) to the Department of Labor in accordance with the





Longshore and Harbor Workers' Compensation Act (33 U.S.C. 930(a), 20 CFR 702.203 to 702.205).

- (4) Pay all compensation due for disability or death within the timeframes required by the Longshore and Harbor Workers' Compensation Act (33 U.S.C. 914, 20 CFR 702.231 and 702.232).
- (5) Provide for medical care as required by the Longshore and Harbor Workers' Compensation Act (33 U.S.C. 907, 20 CFR 702.402 and 702.419).
- (6) If contesting the right to compensation, submit Form LS-207 (Notice of Controversy of Right to Compensation) to the Department of Labor in accordance with the Longshore and Harbor Workers' Compensation Act (33 U.S.C. 914(f), 20 CFR 702.251).
- (7) Immediately upon making the first payment of compensation in any case, submit Form LS-206 (Payment of Compensation Worker Award) to the Department of Labor in accordance with the Longshore and Harbor Workers' Compensation Act (33 U.S.C. 914(c), 20 CFR 702.234).
- (8) When payments are suspended or when making the final payment, submit Form LS-208 (Notice of Final Payment or Suspension of Compensation Payments) to the Department of Labor in accordance with the Longshore and Harbor Workers' Compensation Act (33 U.S.C. 914 (c) and (g), 20 CFR 702.234 and 702.235).
- (9) Adhere to all other provisions of the Longshore and Harbor Workers' Compensation Act as amended by the Defense Base Act, and Department of Labor regulations at 20 CFR Parts 701 to 794.

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

The supervising firm or company must insert the substance of this clause including this paragraph (9), in all subcontracts to which the Defense Base Act applies.

[END OF PROVISION]

[END OF STANDARD PROVISIONS]

Done at Kigali on April 2, 2016.

Eugene Dusingi (e.dusingi@irc.org)

Country Director

