



REQUEST FOR QUOTATIONS

Date: April 17, 2026

<p>Water For People Background</p>	<p>Water For People is an international non-governmental organization (NGO) that works with people and partners to develop innovative and long-lasting solutions to the water, sanitation, and hygiene problems in developing countries. The organization strives to continually improve, experiment with promising new ideas, and leverage resources to multiply its impact.</p> <p>Water For People has secured funds from the U.S. Government to finance the Isoko y’Ubuzima WASH project that will operate in 10 Districts of Rwanda, including Rwamagana, Kayonza, Ngoma, Kirehe, Nyagatare, Ruhango, Nyanza, Nyamagabe, Nyabihu, and Ngororero from 2021 to 2026. The purpose of this project is to increase and sustain equitable access to safe drinking water and sanitation services to improve health and contribute to a strong economy.</p> <p>One of the project objectives consists of ensuring safe and reliable water supplies from the source to the tap of the customers.</p> <p>In that context, Isoko y’Ubuzima Project has rehabilitated 33 water supply systems and will conclude the project by leaving in place a well-documented water quality monitoring plan for districts. In line with its main project objective on water quality monitoring, Water For People, through the Isoko y’Ubuzima project, has committed to the purchase of portable water testing kits for WASAC Utility Ltd/ branches in the concerned districts to monitor water quality of rural water supply systems.</p> <p>In light of the above, we request interested and qualified companies to submit bids/quotations for the supply of portable water testing kits listed below.</p>
<p>Instructions</p>	<p>This document is not a commitment to purchase on the part of Water For People. Should your offer be successful, Water For People may issue a Purchase Order with specified goods to be supplied. Any order arising from this Request for Quotations will be subject to Water For People's Conditions of Purchase.</p>
<p>Conditions of supply for water quality testing kits</p>	
<p>Source of funds</p>	<p>Isoko y’Ubuzima project</p>
<p>Customs clearance, if required, shall be done by</p>	<p>Contractor</p>
<p>The exact address of the project (destination)</p>	<p>KG 7 Ave, House #41, Kigali, Rwanda</p>





Latest Starting date	Immediately after both parties have signed the purchase order or contract,
Currency of quotation	Rwandan Francs (Rwf)
Taxes	Indicate, in separate columns, the price without VAT and the price with VAT.
Responsibility for the transportation of goods	The Contractor shall supply the goods/items to the Water for People Country Office.
After-sales services required	If the supplied item is defective within the after-sales service period specified in the tender, the Contractor must replace it.
Payment terms	100% upon complete delivery and acceptance post-inspection of the products by the competent Authority. No advance payment will be made for this tender.
Evaluation criteria	<p>Ensure that all the documents listed below are submitted. Bidders must provide all mandatory documents to qualify for the technical evaluation. Failure to provide one of the listed documents below will result in complete disqualification from this tender. Only bidders who submit complete administrative documentation will proceed to the technical evaluation stage</p> <p>A. Bidders Registered Locally in Rwanda</p> <ol style="list-style-type: none"> 1. Valid tax clearance certificate 2. Valid Social Security clearance certificate 3. Company registration certificate 4. VAT Certificate <p>B. Bidders Registered Outside of Rwanda</p> <p>Foreign bidders must provide the following documents, duly issued or certified by the relevant authorities in their country of registration:</p> <ol style="list-style-type: none"> 1. Proof of Company Registration in the country of origin (equivalent to a Company Registration Certificate) 2. Valid Tax Compliance Certificate issued by the relevant authority 3. Proof of VAT Registration (or equivalent, if applicable in the bidder's country) 4. Declaration confirming that the company is not under any legal dispute, bankruptcy, or insolvency proceedings 5. Notarized Power of Attorney authorizing the signatory to represent and submit the bid on behalf of the company <p>Where applicable, official English translations of all submitted documents must be provided if originally issued in another language.</p> <p>I. Technical evaluation</p> <p>II.1 Kits to be supplied</p>



Criteria	Required qualification	Marks
Manufacturer's certificate or certificate of origin	The certificate showing the origin of materials meeting or above the required technical specifications, as highlighted in the tender document	/40 Pts
	A certificate with technical specifications meeting or above the ones in the tender document	40 Pt
	Certificate with technical specifications not meeting or above the ones in the tender document or No certificate submitted	0 Pts
Material Delivery Time	The time it will take the supplier to provide materials, including shipping and clearance	/10 Pts
	1 month and below	10
	Above 2 months	0
Guarantee for the materials	The time the materials will stay free from any defect before being used	/15 Pts
	5 years and above	15
	Below 5 years to 4 years	12
	Below 4 years to 3 years	8
	Below 3 years	0
Warranty and after-sales service for the materials.	The time the materials are guaranteed to be in good working condition after being used	/10 Pts
	1.5 years and above	10
	Below 1.5 years to 1 year	8
	Below 1 year	0
II.2 Proof of company working experience in the field		
Submission of proof of company working experience in the last 5 years.		/25pts
Submission of at least one (1) certificate of good completion or proof of completed or ongoing project in water quality		25



	<p>measurements, supply of water quality testing kits or related field.</p>	
	<p>Failure to submit a certificate of good completion or proof of completed or ongoing project in water quality measurements, supply of water quality testing kits or related field.</p>	<p>0 pts</p>
	<p style="text-align: center;">II. Financial Evaluation</p> <p>The financial evaluation will be based on the tender prices, and the lowest responsive bidder will be awarded the tender. Marks obtained during the technical evaluation will not affect the financial evaluation.</p> <p>To qualify for financial evaluation, bidders must meet the following criteria:</p> <p>Bidders Registered Locally in or Outside Rwanda</p> <ul style="list-style-type: none"> ● All mandatory administrative documents must be submitted without exception. ● The bidder must achieve a minimum aggregate score of 80 out of 100 in the technical evaluation. ● The bidder must attain a minimum score of 80% for each of the technical evaluation marks scoring sections: Equipment to be supplied and work experience. ● Protected Financial Proposal. <p>Additional Requirements for Bidders Registered Outside Rwanda: Pricing and Delivery Terms</p> <p>Foreign bidders must include all costs in their financial proposal. No additional or hidden charges will be accepted after submission.</p> <p>Prices must be:</p> <ul style="list-style-type: none"> ● Inclusive of all expenses related to acquisition, international shipping, customs clearance, warehousing (if applicable), and final delivery to the destination. ● The supplier is responsible for delivering the goods to the destination, including payment of all duties, taxes, and other charges <p>Note: Bidders must ensure that the quoted price covers the entire supply chain up to the delivery point above, including:</p> <ul style="list-style-type: none"> ○ International freight ○ Import duties and all taxes ○ Inland transportation within Rwanda ○ RICA and RSB certification process ○ Any handling or warehousing costs 	





Conditions for the release of the payment	Written acceptance of the goods supplied is based on full compliance with these RFQ requirements.
Deadline for submission of quotation	April 28 th 2026
Documents to be submitted with the quotation	<ul style="list-style-type: none">• All administration documents are stated in “Evaluation criteria.”• Manufacturer's certificate with technical specifications of the proposed brand of water quality testing kits, warranty, and delivery time.• At least 1 completion certificate in water quality measurements or supply of water quality testing kits.• Financial offer• Quotation of unit prices for the items listed in the Schedule of Unit Rates.

Additional conditions:

1. All the equipment and accessories must be brand new, **complying with ISO, RSB and RICA standards for water quality measurements or supply of water quality testing kits for drinking purposes**, and therefore any item that does not comply with the standards or shows any kind of defect, inherent either to production or piracy, will be rejected.
2. The supplied items must be accompanied by their catalogues.
3. The offer that complies with all the specifications and requirements and offers the lowest price, as well as all other evaluation criteria indicated, shall be selected. Any offer that does not meet the requirements shall be rejected.
4. After the quotation has been submitted and at any time during the validity of the quotation, no price variation shall be accepted, whether it is due to escalation, inflation, fluctuation in exchange rates, or any other market factors.
5. Regardless of the outcome or the manner of conducting the selection process, Water For People, through the Isoko y'Ubuzima project, shall not be responsible for any costs associated with a contractor's preparation and submission of the quotation, nor be bound to accept any quotation, nor award a contract.
6. Joint Ventures are not allowed for this tender.

Schedule of unit rates for the supply of water quality testing kits



S/N	Description	Unit	Quantity	Unit price (Rwf)	Total price (Rwf)
1.	pH/pH-MV/ORP Portable Multi-Meter (pH, Conductivity, TDS, Salinity, Dissolved Oxygen (DO), ORP, and ISE, 3 channels, with all electrodes)	Pc	10		
2.	Spectrophometer with all accessories and to be supplied with reagents to be used for drinking water testing (200 tests). Parameters to be tested: Aluminium, Iron, Fluorides, Nitrates, Nitrites, Ammonia, Manganese, Phosphate, Sulphate and Cyanide, residual chlorine	Pc	10		
3.	Portable Turbidimeter including all accessories and with Power or USB+Power module	Pc	10		

Technical specifications for water quality testing kits:

No	Item	Qty	Specification
1	pH/pH-MV/ORP Portable Multi-Meter (pH, Conductivity, TDS, Salinity, Dissolved Oxygen (DO), ORP, and ISE, 3 channels, with all electrodes)	10	<p>Accessories Included: USB charger, power cable, and clips and probes/electrodes</p> <p>Automatic Buffer Recognition: Yes</p> <p>Backlight: Yes</p> <p>Barometric Pressure Measurement: Automatic compensation of DO when using an LDO or LBOD probe</p> <p>Calibration: Demal (1D/ 0.1D/ 0.01D); Molar (0.1M/ 0.01M/0.001M); NaCl (0.05%; 25µS/cm; 1000µS/cm; 18mS/cm); Standard sea water; User defined</p> <p>Calibration Intervals/Alerts/Reminder: Off, selectable from 2 hours to 7 days</p> <p>Certifications: CE, FCC, ISED, RCM, KC, ETL Verified: US DOE/ NRCan Energy Efficiency, RoHS</p> <p>Conductivity measurement: Temperature correction: None; Linear; NaCl Non-Linear Natural Water.</p> <p>Conductivity Measurement Range: Yes</p> <p>Custom Calibration Standards: Yes</p> <p>Data Export: USB connection to PC or USB storage device (limited to the storage device capacity).</p> <p>Data Memory: 100,000 data points</p> <p>Data Storage: Automatic in Press to Read Mode and Interval Mode. Manual in Continuous Read Mode.</p> <p>Dimensions (H x W x D): 63 mm x 97 mm x 220 mm</p>



			<p>Display: Up to 3 parameters at a time, dependent on HQ model</p> <p>Display Type: 536x336 Mono-TFT</p> <p>DO Measurement Range: 0.1 - 20.0 mg/L (ppm), 1 - 200% saturation</p> <p>DO Resolution: 0.1</p> <p>Enclosure Rating: IP67 (with battery compartment installed)</p> <p>GLP Features: Date; Time; Sample ID; Operator ID, Calibration</p> <p>Inputs: 3</p> <p>Instrument: Portable</p> <p>ISE Direct Measurement Range: Yes</p> <p>ISE Electrode Calibration: Yes</p> <p>Kit: Meter with all accessories</p> <p>Languages: English, Chinese - Simplified, Spanish, French, German, Italian, Japanese, Turkish, Dutch, Portuguese (PT & BR), Korean, Danish, Swedish, Polish, Norwegian, Hungarian, Greek, Finnish, Czech, Romanian, Croatian, Bulgarian, Slovak, Lithuanian, Estonian, Slovenian, Russian</p> <p>Lock Function: Continuous / Auto-stabilization ("press to read") / At Interval</p> <p>Measurement Method: Probe specific programmed method settings</p> <p>Multi/ISE/3 Channels</p> <p>mV Measurement at Stable Reading: Yes</p> <p>mV Measurement Range: Yes</p> <p>mV Resolution: 0.1 mV</p> <p>Operating Error Messages: Clear text error messages displayed</p> <p>Operating Humidity: 90% (non-condensing)</p> <p>Operating Interface: Soft Touch Keypad</p> <p>Operating Temperature: 0 - 60 °C</p> <p>ORP Electrode Calibration: Predefined ORP standards (including Zobell's solution)</p> <p>Parameter: pH, Conductivity, TDS, Salinity, Dissolved Oxygen (DO), ORP, ISE</p> <p>pH Buffer Sets: Colour-coded: 4.01, 7.00, 10.01 pH; IUPAC: 1.679, 4.005, 7.000, 10.012, 12.45; DIN: 1.09, 4.65, 9.23</p> <p>User-defined custom buffer sets</p> <p>pH Electrode calibration: 1 - 3 Calibration points</p> <p>Calibration summary data logged and displayed</p> <p>pH Measurement Range: 0 - 14 pH</p> <p>pH Resolution: Selectable: 0.001/0.01/0.1 pH</p> <p>Power Supply: Rechargeable lithium-ion battery 18650 (internal)</p>
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		<p>Class II, USB power adapter: 100 - 240 VAC, 50/60 Hz input; 5 VDC at 2 A USB power adapter output (external)</p> <p>Probes included: None</p> <p>Probe Type: Intellical Standard Laboratory or Rugged Field</p> <p>Protection Class: IEC Class III (SELV (Separated/Safety Extra-Low Voltage) powered); external</p> <p>Salinity Measurement Range: 0 - 42 (ppt) (‰)</p> <p>Salinity Resolution: 0.01 (ppt) (‰)</p> <p>Sensor A: None</p> <p>Sensor B: None</p> <p>Sensor C: None</p> <p>Storage Conditions: -20 - 60 °C, max. 90% relative humidity (non-condensing)</p> <p>TDS Measurement Range: 0.00 mg/L - 50.0 g/L NaCl</p> <p>TDS Resolution: 0.01 mg/L - 0.1 g/L upon measuring range</p> <p>Temperature Compensation: Automatic Temperature compensation for pH</p> <p>Temperature Measurement: °C or °F</p> <p>Temperature Resolution: 0.1 °C</p> <p>Type of measurement: Field Measurements</p> <p>Warranty: 36 months</p> <p>Weight: 570 g (Meter only)</p> <p>What's included?: Portable Meter: pH/ORP/EC/TDS/DO/ISE Multi-Meter, 3 channels, includes manuals, Li-Ion batteries, USB charger with cable for USA.</p> <p>Supplied with all probes (measuring: pH/ORP/EC/TDS/DO/ISE) and calibration standards</p>
2	Spectrophotometer	<p>10</p> <p>Battery Life: 15 days (typical) @ 5 readings a day / 5 day week without backlight*</p> <p>* Backlight usage will decrease battery life.</p> <p>Battery Requirements: 4, AA size alkali cells</p> <p>Cuvette Compatibility 10: 10 mm square / 1 inch square and 13 mm / 16 mm / 1 inch round</p> <p>Data Logger: 500 measured values (Result, Date, Time, Sample ID, User ID acc. to GLP)</p> <p>Dimensions (H x W x D): 98 mm x 178 mm x 267 mm</p> <p>Display: Graphical display 240 x 160 pixel (LCD, b/w, backlit)</p> <p>Enclosure Rating: IP67</p> <p>Includes: Printed Basic Manual, CD with procedure manual (English) in pdf format. Set of vial adapter in carton box. Pkg of 4 AA Alkaline Battery. Dust Cover</p> <p>Interface: USB type Mini IP67 (with optional Module)</p>



			<p>Mains Connection 2: 110 - 240 V / 50/60 Hz (* optional Power Module required. May not be available in all regions)</p> <p>Mains Connection 3: 4x NiMH rechargeable Battery</p> <p>Operating Conditions: 10 to 40 °C (50 - 104 °F), max. 80 % relative humidity (non-condensing)</p> <p>Operating Humidity: max. 80 % relative humidity (non-condensing)</p> <p>Operating Mode: Transmittance (%), Absorbance and Concentration</p> <p>Operating Temperature: 10 to 40 °C</p> <p>Optical System: Reference beam, spectral</p> <p>Reference beam, spectral</p> <p>Photometric Accuracy: ± 0.003 Abs @ 0.0 - 0.5 Abs</p> <p>Photometric Linearity: < 0.5 % (0.5 - 2.0 Abs)</p> <p>Photometric Measuring Range: 0 to 3 Abs (wavelength range 340 – 800 nm)</p> <p>Power supply: 4 x AA size Alkaline 4x NiMH rechargeable Battery*</p> <p>Power supply*: 110 - 240 V; 50/60 Hz (* optional Module required. May not be available in all regions)</p> <p>Preprogrammed Methods: > 220 (Please note: TNT vial test evaluation possible, but without barcode reading & 10 fold measurement and outlier elimination feature.)</p> <p>Reproducibility: ± 0.005 Abs (0 - 1 A)</p> <p>Sample Cell Compatibility: 13 / 16 mm and 1 inch round adapter, 10 x 10 mm 1 inch square and 10x10mm</p> <p>Source Lamp: Xenon Flash</p> <p>Spectral Bandwidth: 5 nm</p> <p>Storage Conditions: -30 to 60 °C (-22 to 140 °F), max. 80 % relative humidity (non-condensing)</p> <p>Stray Light: < 0.1 %T at 340 nm with NaNO₂</p> <p>Temperature Range: 0 to 50 °C (32 - 122 °F)</p> <p>User Interface Languages: English, French, German, Italian, Spanish, Portuguese, Bulgarian, Chinese, Czech, Danish, Dutch, Finnish, Greek, Hungarian, Japanese, Korean, Polish, Romanian, Russian, Slovenian, Swedish, Turkish</p> <p>User Programs: 50</p> <p>Wavelength Accuracy: ± 2 nm (range 340 - 800nm)</p> <p>Wavelength Calibration: Automatic</p> <p>Wavelength Range: 340 to 800 nm</p> <p>Wavelength Reproducibility: ± 0.1 nm</p> <p>Wavelength Selection: Automatic</p> <p>Weight: 3.31 lbs. (1.5 kg)</p>
3	Potable Turbidity meter	10	<p>Accuracy: ± 2 % of reading plus stray light</p> <p>Battery Requirements: 4, AA</p> <p>Certifications: CE certified</p>



		<p>Compliance Certifications: CE/WEEE Data Logging: 500 records Dimensions (H x W x D): 77 mm x 107 mm x 229 mm Display Size: 240 x 160 pixels Display Type: Graphic LCD Enclosure Rating: IP67 Height: 3.0 in Includes: Instrument, case assembly, 4 AA alkaline batteries, 6 sample cells, StablCal ampule kit, silicone oil, oiling cloth, manual. Interface: Optional USB Light Source: tungsten filament lamp Manual Languages: English, French Max. operating humidity: 90 % Measurement Method: Ratio turbidimetric determination using a primary nephelometric light scatter signal (90°) and transmitted light scatter signal Measurement Modes: Normal (Push to Read), Signal Averaging, Rapidly Settling Turbidity Operating Temperature Range: 0 - 50 °C Power Requirements: 100 - 240 V AC / 50/60 Hz (with optional Power or USB+Power module) Power Requirements (Hz): 50/60 Hz Power Requirements (Voltage): 100 - 240 VAC Power Supply: Batteries (see Battery Requirements) or Optional Power Supply Range: 0 - 1000 Range 2: NTU Reading Modes: Normal (Push to Read) Signal Averaging Rapidly Settling Turbidity Regulatory: EPA Method 180.1 Repeatability: ± 1 % of reading or 0.01 NTU , whichever is greater Response Time: 6 s in normal reading mode Sample Cell Compatibility: 25 mm x 60 mm round Sample Requirements: 15 mL (0.5 oz) Sample Volume: 15 mL Signal Averaging: Selectable on/off Storage Conditions: -40 °C to 60 °C Stray Light: < 0.02 NTU Units: NTU User Interface: Button Graphic User Interface User Interface Languages: English, French, Warranty: 1 year Weight: 0.53 kg without batteries User manual and accessories. To be supplied with Power or USB+Power module)</p>
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The selected bidder will be contractually required to comply with Water For People's Vendor Code of Conduct [https:// Water For People Vendor Code of Conduct 2022.pdf](https://www.waterforpeople.org/sites/default/files/2022-01/Water_For_People_Vendor_Code_of_Conduct_2022.pdf) and will be required to deliver a Conflict-of-Interest Certificate before the execution of the contract. The Conflict-of-Interest Certificate requires the disclosure of any potential or actual conflicts of interest with Water For People employees or their relatives, including past, current, or proposed business transactions, employment or offers of employment, or certain gifts or entertainment. Water For People will evaluate any disclosures of conflicts of interest; if Water For People determines it cannot waive or mitigate the conflict of interest, it will result in the disqualification of the selected proposer.

I. Copyrights

Copyright of all material on the assignment will be retained by Water For People.

II. 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 RFQ 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 Water For People'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 RFQ. Water For People may negotiate a compensation package and additional provisions to the contract awarded under this RFQ.
- 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 compromising the process.

Responses to this RFQ

Interested companies should submit their offers online at rwprocurement@waterforpeople.org by 28th April 2026 with the subject ***"The supply of water quality testing kits."*** Hard copies and late submissions will be rejected.

Done at Kigali on 17 April 2026.

Eugene Dusingizumuremyi



Country Director



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Annex. 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.28, Mandatory Disclosures, which requires disclosures to be submitted to both Water For People and USAID.

M1. ALLOWABLE COSTS (AUGUST 2024)

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 731.2 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]



M2. 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 lasts as long as the records are retained.

b. Audits.

(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.

(i) 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.

(ii) 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.



(iii) 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.

(2) The recipient is not required to have an annual audit for any recipient fiscal year (2025 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.

(3) 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; earmarking; 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]

M6. USAID ELIGIBILITY RULES FOR GOODS AND SERVICES [DECEMBER 2025]

(a) 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 Provision, “Debarment, Suspension and Other Responsibility Matters” and Standard Provision, “Preventing Transactions with, or the Provision of Resources or Support to, Sanctioned Groups 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 228. 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 reimbursed 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/906519-world-bank-country-and-lending-groups>.]

(d) Guidance 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.

(i) *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, ancillary 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.

(4) *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.

(5) *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 either 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).

(d) 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 data of any Property (date of disposition, sales price, method used to determine current fair market value, etc.), as applicable.

(2) 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.

(3) 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.

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

(e) 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-item 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 vests in 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.
- (h) The recipient must retain records for property and equipment acquired with USAID funds provided under this award for three years after final disposition.
- (i) This provision must be included in all subawards and contracts.

[END OF PROVISION]

M12. 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, these must be directed to the Agreement Officer.
- b. The recipient must comply with Subpart C of 2 CFR Section 180, as supplemented by 2 CFR 780. USAID may disallow costs, annul 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) Is in a position to handle Federal funds;

(ii) 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.

e. 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]

M14. PREVENTING TRANSACTIONS WITH, OR THE PROVISION OF RESOURCES OR SUPPORT TO, SANCTIONED GROUPS AND INDIVIDUALS (MAY 2020)

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/content/un-sc-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]

M15. TRAFFICKING IN PERSONS (AUGUST 2024)

(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 pretenses, 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.
- (b) USAID may terminate this award, without penalty, or take any remedial actions authorized by 22 U.S.C. 7104b(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 780.
- (c) 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 (2) is in addition to all other remedies for noncompliance that are available to USAID under this award.
- (d) The recipient must immediately notify the Bureau for Management, Office of Management Policy, Budget, and Performance, Responsibility, Safeguarding, and Compliance Division (M/MPBP/RSC) at disclosures@usaid.gov, the AO, and the USAID Office of Inspector General of any information it receives from any source alleges 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.
- (e) 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.

(f) Any plan or procedures implemented pursuant to paragraph (e) 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/j/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, subawards, or subrecipient, 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 subrecipient 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.

(i) 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) Accessing 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 notary 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-mandated 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;
 - (i) Security deposits, bonds, and insurance; and
 - (ii) Equipment charges.
 - (ii) 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 in 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 at section 103 of the TVPA, as amended (22 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 subjection to involuntary servitude, peonage, debt bondage or slavery.
 - (9) "Sex trafficking," as defined at section 103 of the TVPA, as amended (22 U.S.C. 7102), means the recruitment, harboring, transportation, provision, obtaining, patronizing, or soliciting 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.



(j) 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]



M20. LIMITING CONSTRUCTION ACTIVITIES (AUGUST 2023)

***APPLICABILITY:** In accordance with the policy at ADS 303.3.30, 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 2013)

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 coverings, window replacement that does not include changing the size of the window opening, replacement of plumbing or conduits 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 in humanitarian 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]

M22. 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, 2013.

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 cognizant 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]



M24. PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS (MAY 2017)

(a) Definitions.

- 1) “Contract” has the meaning given in 2 CFR Part 200.
- 2) “Contractor” means an entity that receives a contract as defined in 2 CFR Part 200.
- 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 200.
- 5) “Subrecipient” has the meaning given in 2 CFR Part 200.

(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 (b) 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.

(e) In accordance with section 743 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 extended 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.

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

[END OF PROVISION]



M26. MANDATORY DISCLOSURES (DECEMBER 2025)

- (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, 2025; and**
- (2) To the Department of State Inspector General for all other matters. Subrecipient 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 entity).]**

- (b) Recipients and subrecipients are also required to report matters related to recipient integrity and performance in accordance with the Standard Provision “Award Term and Condition for Recipient Integrity and Performance Matters (AUGUST 2024).”
- (c) Failure to make required disclosures can result in any of the remedies described in 2 CFR §200.339 Remedies for noncompliance, including suspension or debarment (See 2 CFR 180, 2 CFR 780 and 31 U.S.C. 3321).
- (d) The recipient must include this mandatory disclosure requirement in all subawards and contracts under this award.

[END OF PROVISION]

M29. 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 telecommunications 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 889(d)(2) that allow the recipient to use award funds for costs incurred on or after October 1, 2022, through September 30, 2028, for covered telecommunications 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, 2028, in accordance with 2 CFR § 200.471 costs for all covered telecommunications 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]

RAA9. 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 Civilians, Foreign Areas), 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 one of the allowable exceptions from the applicable cost principles.

b. 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 maintain such documentation pursuant to the Standard Provision, "Accounting, Audit and



Records.” 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.state.gov/e/eb/rls/othr/ata/i/ic/170684.htm>).
- (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.fas.gsa.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 6 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 not 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://ostpxweb.dot.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
1300 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 2022)

(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 16.

(2) A report is required even if the recipient did not pay any foreign taxes during the reporting period. A cumulative 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.

(i) Taxes assessed on any individual transaction of less than \$500 should not be reported.

(ii) 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.

(5) 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.

(d) 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.

(e) 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]

RAA18. USAID Disability Policy - Assistance (December 2025)

(a) The objectives of the USAID Disability Policy are:

(1) to enhance 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 designs[,] 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]”

RAA28. 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 2025)

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. 932) as extended by the Defense Base Act (42 U.S.C. 1651, 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 employees 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 offers greater benefits. See AIDAR 728.305-70(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 ten days of an employee’s injury or death or from 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 702.201 to 702.203).
- (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 703.232).
 - (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 controverting the right to compensation, submit Form LS-207 (Notice of Controversion of Right to Compensation) to the Department of Labor in accordance with the Longshore and Harbor Workers' Compensation Act (33 U.S.C. 914(d), 20 CFR 702.251).
 - (7) Immediately upon making the first payment of compensation in any case, submit Form LS-206 (Payment of Compensation Without 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 extended by the Defense Base Act, and Department of Labor regulations at 20 CFR Parts 701 to 704.

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

The Contractor must insert the substance of this clause including this paragraph (a), in all subcontracts to which the Defense Base Act applies.

[END OF PROVISION]

[END OF STANDARD PROVISIONS]