



**Request for Quotation Number: RFQ-AMP-2020-001**

<b>Title:</b>	Provision of Wireless/Microwave Fiber Optic Internet Connection – Point to Point connection for main office in Kabul
<b>For:</b>	Agricultural Marketing Program (AMP)
<b>Required in:</b>	Kabul, Afghanistan
<b>Issue Date:</b>	March 12, 2020
<b>Deadline for Questions:</b>	March 20, 2020
<b>Closing Date:</b>	March 25, 2020 at 2.00 PM Kabul Time
<b>Funded by:</b>	United States Agency for International Development (USAID)
<b>Agreement No.:</b>	306-A-00-10-00512-00
<b>Submission for Questions:</b>	mohammad.rasul@ <a href="mailto:mohammad.rasul@rootsofpeace.org">rootsofpeace.org</a> Email Subject should have: RFQ-AMP-2020-001, Internet Services
<b>Quotations Submission Address:</b>	APM-PROCUREMENT@rootsofpeace.org.
<b>Validity:</b>	90 Days
<b>Submission Method:</b>	Bidders are requested to submit their bids through email only. AMP-PROCUREMENT@rootsofpeace.org
<b>Type of Award:</b>	Purchase Order Agreement
<b>Contract Duration:</b>	12 Months

THIS RFQ IS SUBJECT TO THE GENERAL CONDITIONS OF THE RFQ, THE GENERAL CONDITIONS OF PURCHASE ORDER AGREEMENT (POA) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF AGREEMENT.

## Invitation

AMP requests Quotations from eligible Internet Service Providers, who have the required experience and capabilities of taking up this service to provide Internet services via point to point to their main office (MAIL) located in Kabul (Ministry of Agriculture, irrigation & Livestock (MAIL Compound), and Karta e char office Kabul (Kart-e-Char- Infront of Masjid Qandaharia, lane of Wakil Samad Dardar), Baron Office Kabul (Next to Abbey Gate Camp KAIA, Airport road, Khawaja Rawash, Kabul Afghanistan). Internet Service Providers (ISP) should be able to establish high-speed, reliable, supportable, and sustainable Internet access.

## Background

The Agricultural Marketing Program (AMP) builds on the successes of Roots of Peace's 10-year Commercial Horticulture & Agriculture Marketing Program (CHAMP), and aims over the 3-year period of implementation to increase export volumes and values, introduce new agricultural products to the market, diversify export markets and increase value-added processing. The increased exports will create additional demand for agricultural products that will drive job growth in rural areas. Key objectives/targets include increases in exports by \$450 million, domestic sales by US\$50 million and jobs by 4,500.

AMP works primarily with private sector agribusinesses, but also engages the Ministry of Agriculture, Irrigation and Livestock (MAIL), the Afghan Chamber of Commerce and Industries (ACCI), the Export Promotion Agency of Afghanistan (EPAA) and other USAID-funded agricultural programs including (AVC-Crops, AVC-Livestock, RADP East and PVC-West). Specific attention is given to support the participation of women and youth in AMP activities.

## Roots of Peace History

Founder Heidi Kuhn became gravely aware of landmines, and their lasting effects on economies, upon the tragic death of Princess Diana in 1997. Motivated by the Princess's compassion and commitment to global demining, Kuhn began Roots of Peace in honor of Diana's memory and to ensure that her work would continue. Heidi's vision was to turn **MINES TO VINES** by replacing the scourge of landmines with bountiful vineyards worldwide. Initial support from the California wine industry helped turn Heidi's dreams into a reality.

With funding from the public and private sector and countless generous donors, Roots of Peace has worked in numerous continents to bring economic empowerment to populations living in post-conflict regions. We have raised both awareness and funds to remove one million landmines and UXO worldwide and plant over five million trees to give farmers access to land that was previously deemed too dangerous to develop. To ensure economic development, we work beyond demining and assist farmers so that they have the tools and resources to grow, market and sell their products effectively and efficiently. We bring dignity to farmers and families living on war-torn lands for future generations to thrive.

### 1. Current Status

The office is currently equipped with Wireless point to point internet connection along with all required equipment.

### 2. General Overview

Offerer is expected to provide a general overview of his company (company profile).

### 3. Scope of work

Wireless Internet point to point connection along with all required and existing equipment, installation, configuration and maintenance with contention ratio 1:1 (dedicated) wireless Internet package along with a backup link of 6 Mbps downlink 6 Mbps Up link 1.1 no share through Vsat TDMA, Modem iDirect X3 1.2 or 1.8 meter dish

**Note : Not yaclik.**

- Traffic Monitoring Tool, Public IP Addresses, Spam/Virus/Malware/Phishing, Protocol and Web Content Filtering, Commercial Anti-virus software
- 24/7 Technical Support

- Internet Service Type: Fiber optic
- Additional services please indicate separately

#### 4. Site visits

AMP will reserve the right for vendor Representatives to come and inspect site. Potential service providers will be designated with a date and time in which to visit our offices in order to assess the location and better estimate the offered prices.

#### 5. Training

AMP IT staff on site will be the first point of support should a problem arise. The service provider is expected to design a training program and train the IT staff to be able to install/configure equipment and provide that first level of support.

#### 6. Bidders determination of responsibility.

- a. Should hold valid AISA registration or registration with the respective ministry. Also In the case of Internet Service Provider, the registration with Ministry of Information and Culture.
- b. Should hold valid Afghanistan Telecommunication Regulatory Authority License.
- c. Proposals and queries should be submitted in English and evaluations will be made in English and when in conflict, English will take precedence over Dari proposals and quotations.
- d. Rates shall be provided in both words and figures. All rates/charges should be stated in United States Dollars.
- e. Has a valid Tax clearance certificates from Ministry of Finance-Afghanistan.
- f. The offers in response to this RFQ must include all prices including all relevant taxes as per Afghanistan Income Tax Law, AMP will not accept any additional taxes or charges to the awarded entity after an award is made. According to Afghan Income Tax Law, AMP will withhold 2% of the total monthly amount from service providers who hold valid registration licenses with relevant Afghan Ministries and remit the amount to Ministry of Finance.
- g. No advance payment will be provided.
- h. Payments will be made to the service provider only by Bank Transfer, AMP will pay the supplier in accordance with the payment schedule, to be stipulated in the Purchaser Order Agreement, within (30) days of submission of an acceptable invoice by the supplier and AMP's acceptance of services.
- i. AMP reserves the right to reject any or all bids without assigning any reasons.
- j. Incomplete or non-compliant offers will not be considered.
- k. Offer must be valid for 90 days from the date of submission, and fixed for the total duration of the contract.
- l. CHAMP may require 5 days of demo before executing the agreement, and all necessary technical reports like bandwidth utilization report should be available as the evidence to evaluate the performance
- m. Clear description of business references and past experience will be positively marked as per the template provided.
- n. Offers may submit a proposal outlining value-added services that form part of the service in request
- o. If the scope is sub-contracted to other party, please specify
- p. Offeror's are required to examine all instructions and the specifications contained in this Request for Quotation. The completion and submission to ROP/AMP of the above item will constitute a Quotation and will indicate the Offeror's agreement to the terms and conditions in this RFQ and in any attachments hereto.
- q. Issuance of this RFQ in no way obligates ROP/AMP to award, and offers will not be reimbursed for any cost associated with the preparation of this Quote. ROP/AMP also reserves the right to issue multiple awards and procure only items or services from selected vendor(s).
- r. If you are approached by anyone suggesting unlawful actions regarding this RFQ or have any concerns or suspicions that your proposal is not being treated with honesty, transparency, and integrity, please email to [procurement@rootsofpeace.org](mailto:procurement@rootsofpeace.org). Your name and the name of your company will be kept undisclosed.
- s. Describe on what equipment the service providers network is built.
- t. State which satellite(s) the ISP is proposing to use.

#### 7. General requirements

- a. The copy of valid license shall be provided.
- b. Valid Afghanistan Telecommunication Regulatory Authority License should be provided.
- c. Has a valid Tax clearance certificates from Ministry of Finance-Afghanistan, Letter of good standing should be submitted.
- d. Afghanistan TIN Number copy shall be provided.
- e. RFQ Signed and Stamped.
- f. At least 3 references shall be provided.
- g. The service provider shall submit Service Level Agreement detailing what is level of quality of service (Availability, Uptime, Support, Backup) that CHAMP office will receive

## 8. Prices

S#	Specification	Bandwidth in MBPS	No of Months	Unit Price (USD)	Total Price (USD)
1	As per the above scope of work with 6 Mbps downlink 6 Mbps Up link 1.1 no share through Vsat TDMA, Modem iDirect X3 1.2 or 1.8 meter dish Note : Not yaclik	16mbps/Up & 16mbps/Download "Dedicated"	12		

**Note: location;** MAIL, Kart-e-sakhi, Kabul, Afghanistan 8mbps/Up & 8mbps/Download with 3Mbps Backup.  
 Baron Airport Rd, Khwaja Rawash Kabul 4mbps/Up & 4mbps/Download with 2Mbps Backup.  
 Front/Warehouse Karte Char Kabul 4mbps/Up & 4mbps/Download with 1Mbps Backup.

total internet bandwidth 16mbps with 6 Mbps dedicated VSAT Backup

\* Any cost associated with the installation or equipment should be provided separately.

## 9. Evaluation Criteria

Criteria	Score
Pricing	40
References	10
Backup Solution	20
Background and Experience	20
Additional & Value Added Services	10

## 10. Authorized USAID Geographic Code

All goods and services supplied under this order must meet USAID Geographic Code 935 (Special Free World) requirements as described in the Code of Federal Regulations: 22 CFR §228. No commodities, items with components from, or related services may be offered from the following countries: Cuba, Iran, Libya, North Korea, and Syria. Related services include transportation through, in coordination with or any related or incidental services pertaining to any/all aspects of this Agreement (including fuel, lodging, meals, board, and communications expenses).

## 11. Reference format

REFERENCE	
INFORMATION REQUIRED	
Name and Address of Company	
Contact Name and Telephone Number	
Details of Service Provided	
Value of Contract	
Duration of Contract	
Duration of Service Provided	

**General Conditions**

### **1.1 Agreement Funding and Type**

ROP, on behalf of USAID and in cooperation with the Government of Afghanistan, is authorized to fund this Agreement under the authority of ROP's prime USAID Contract No. 306-A-00-10-00512-00, funded by the US Government. ROP will not adjust the agreement price due to fluctuations in currency exchange rates. ROP will only make changes in the agreement price or time to complete due to changes made by ROP or by delays caused by ROP.

### **1.2 Modifications**

Modifications to the terms and conditions of this Agreement may only be made by written agreement between authorized personnel of both Parties, and shall not be effective until the consent of USAID, if applicable, has been obtained. Each Party shall give due notice and consideration to any proposals for modification made by the other Party.

### **1.3 Relationship between the Parties**

Nothing contained herein shall be understood or implied as establishing a relationship of master and servant or principal and agent between ROP and the Seller. The Seller, under this agreement, has complete charge of its personnel and any second tier Sellers, if any are allowed, performing under this agreement and shall be fully responsible for the services performed by them or on their behalf.

### **1.4 Taxes and Duties**

The services performed under this Agreement are funded by the United States Government and shall, therefore, be exempt from payment of any taxes, duties, fees, levies, and any other impositions for which ROP is exempt, during the period of performance of this Agreement. The Seller shall not pay any host country taxes, duties, levies, etc. from which this USAID program is exempt pursuant to the February 7, 1951 Agreement between the United States of America and Afghanistan. The Seller shall immediately notify ROP if any such taxes are assessed against the Seller or its Sellers at any tier.

The Seller is responsible for payment of all applicable taxes, as prescribed under the applicable laws, associated with wages/salaries/compensation for services rendered by individuals employed by the Seller and who are directed to work as required under this Agreement.

Seller is liable for payment of all applicable taxes associated with revenues (profit), and other such taxes, fees, or dues for which Seller is normally responsible as a result of operating its business.

### **1.5 Force Majeure**

For the purposes of this Agreement, "Force Majeure" means an event or events either of nature or caused by man, which is beyond the reasonable control of a Party—that is, either ROP or the Seller—and which makes a Party's performance of its obligations under the Agreement impossible. In no event can a Force Majeure event be caused by the negligence or intentional action of a Party or such Party's Sellers or agents or employees. Any Force Majeure event must be an event that a diligent Party could not have reasonably expected and could not have taken action to mitigate or avoid such circumstances which prevent the Party from carrying out its obligations hereunder. Force Majeure causes may include—but are not restricted to—fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the control and without the fault or negligence of the Seller.

The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Agreement insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Agreement, and (b) has informed the other Party as soon as possible, but not longer than five (5) days after such occurrence.

Any time extensions resulting from a Force Majeure in which a Party could not complete an action or task shall be for the period of time equal to the time the Party was unable to perform due to the Force Majeure event.

### **1.6 Termination**

ROP reserves the unilateral right to terminate this Agreement at any time, paying for all product delivered at the time of termination, in accordance with FAR Clause 52.249-1, Termination for Convenience of the Government (April 1984).

### **1.7 Authorized USAID Geographic Code**

All goods and services supplied under this order must meet USAID Geographic Code 935 (Special Free World) requirements as described in the Code of Federal Regulations: 22 CFR §228. No commodities, items with components from, or related services may be offered from the following countries: Cuba, Iran, Libya, North Korea, and Syria. Related services include transportation through, in coordination with or any related or

incidental services pertaining to any/all aspects of this Agreement (including fuel, lodging, meals, board, and communications expenses).

### **1.8 Indemnity and Seller Waiver of Benefits**

(a) The Seller waives any additional benefits and agrees to indemnify and save harmless USAID and ROP, their officers, directors, agents, and employees from and against any and all claims and liability, loss, expenses, suits, damages, judgments, demands, and costs (including reasonable legal and professional fees and expenses) arising out of:

(1) the acts or omissions of Seller, its employees, officers, directors, agents or its Sellers;

(2) injury or death to persons, including officers, directors, employees, agents and Sellers of Seller, or loss of or damage to property, or fines and penalties which may result, in whole or in part, by reason of the buying, selling, distribution, or use of any of the goods or services purchased or provided under this Agreement except to the extent that such damage is due to the negligence of ROP;

(3) the infringement or violation of any patent, copyright, trademark, service mark, trade secret, or other proprietary interest of any third party resulting from ROP' use, distribution, sale, sublicensing, or possession of the goods (including software and all forms of written materials) or services purchased or provided, as authorized hereunder, or from the use or possession of said goods or services by USAID, as authorized hereunder; or false claims submitted by Seller or its Sellers under this Agreement or as a result of a Seller misrepresentation of fact or fraud by Seller.

(b) Seller shall defend and settle at its sole expense all suits or proceedings arising out of the foregoing, provided that Seller has notice or is given prompt written notice of such claim or suit and, further, that Seller shall be given necessary information, reasonable assistance and the authority to defend such claim or suit. Seller shall not settle, compromise or discharge any pending or threatened suit, claim or litigation, arising out of, based upon, or in any way related to the subject matter of this Agreement and to which ROP is or may reasonably be expected to be a party, unless and until Seller has obtained a written agreement, approved by ROP (which shall not be unreasonably withheld) and executed by each party to such proposed settlement, compromise or discharge, releasing ROP from any and all liability.

(c) If any of the goods or services provided by Seller hereunder, including without limitation software and all forms of written materials, become the subject of a claim of infringement or violation of a third party's intellectual property, privacy and/or proprietary rights, Seller shall, at its own expense, use its best efforts--

(1) to procure for ROP the right to continue use and, if authorized under this Agreement, distribution of the infringing goods or services or,

(2) to modify the goods or services to make them non-infringing, or to replace them with equivalent, non-infringing counterparts. If none of the above mentioned can be successfully implemented, then Seller shall refund to ROP all monies paid to the Seller for the infringing goods and services.

### **1.9 Compliance with Applicable Laws and Standards**

The Seller shall perform all work in accordance with all applicable laws, ordinances, codes, regulations, and other authoritative rules of the United States and with the standards of relevant licensing boards and professional associations. The Seller shall also comply with the applicable USAID regulations governing this fixed price Agreement, which are incorporated by reference into this Agreement.

### **1.10 Resolution of Disputes**

The following procedures shall govern the resolution of any controversy, dispute or claim between or among "Parties," arising out of the interpretation, performance, breach or alleged breach of this Agreement ("Dispute").

#### *Negotiation*

The Parties shall promptly attempt to resolve any Dispute by negotiation in the normal course of business. If, after good faith efforts, the Dispute is not resolved, either Party may request in writing that the Dispute be resolved via Executive Consultation pursuant to subparagraph (2) below.

#### *Executive Consultation*

For Disputes submitted to Executive Consultation, each Party shall designate a senior company official with authority and responsibility for attempting to resolve the matter. For ROP, such designee shall be a Senior Vice President, or a person at a higher level of authority. For Seller, such designee shall be an Executive Director or a person at a higher level of authority. The Party initiating the claim shall provide, in addition to documents supporting the claim, a brief summary of the claim, its perception of the positions of the Parties and any perceived barriers to settlement of the case. The summary may be submitted directly to the designated Party



Executive. Within 30 calendar days after delivery of the claim summary, the Parties shall meet and attempt to resolve the Dispute. If the Dispute is not resolved within 45 days from submission of the claim summary, or such other amount of time as agreed between the Parties, the claiming Party may proceed under subparagraph (3) below.

#### *Arbitration*

Any controversy or claim between the Parties arising out of or relating to this Agreement, or the breach thereof, that has not been resolved by Executive Consultation, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, including the Optional Rules for Emergency Measures of Protection, unless otherwise provided herein. The arbitrators shall not be empowered to award damages in excess of compensatory damages and each Party expressly waives and foregoes any right to punitive, exemplary, or similar damages. Each Party will bear the cost of its own Attorney-Fees. The Arbitration shall be in Washington, D.C., unless otherwise agreed between the Parties. Seller shall diligently proceed with the performance of work pending final resolution of any Dispute.

#### **1.11 Governing Law**

This Agreement, including any disputes related thereto, shall be governed by the laws of the State of California.

#### **1.12 Resolution of Disputes with Government**

ROP's Prime Contract with the Government is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Any claim arising out of the performance of this Agreement that relates to any decision of the Government under the prime contract must be resolved in accordance with the clause at FAR 52.233-1 Disputes, which is incorporated herein by reference.

(1) Any decision of the Government under the Prime Contract, if binding on ROP, shall also bind the Seller to the extent that it relates to this Agreement, provided that ROP shall have promptly notified the Seller of such decision and, if requested by Seller, shall have brought suit or filed claim, as appropriate against the Government, or, in alternative, agreed to sponsor Seller's suit or claim. A final judgment in any such suit or final disposition of such claim shall be conclusive upon ROP and the Seller.

(2) For any action brought or sponsored by ROP on behalf of the Seller pursuant to this clause, the Seller agrees to indemnify and hold ROP harmless from all costs and expenses incurred by ROP in prosecuting or sponsoring any such appeal.

#### **1.13 Engaging Child Labor**

ROP neither engages in nor condones unlawful employment, or exploitation of children in the workplace. Consistent with Afghan labor law, the minimum age for full-time employment under this agreement is 15 years of age. The minimum age for employment of individuals performing hazardous work under this Agreement is 18 years of age. Hazardous work is defined as:

1. Work underground, under water, at dangerous heights or confined spaces;
2. Work with dangerous machinery, equipment and tools, or which involves the manual handling or transport of heavy loads;
3. Work in unhealthy environments which may, for example, expose children to hazardous substances, agents or processes, or to temperatures, noise levels, or vibrations damaging to their health;
4. Work under particularly difficult conditions such as work for long hours or during the night or work where the child is unreasonably confined to the premises of the employer. The Seller shall remunerate employees and consultants employed under this fixed price Agreement in accordance with the pay scales and pay rates established by labor law and/or consistent with reasonable local standards for the type of work to be performed.

The Seller shall inform ROP in writing, within 24 hours, if it discovers that:

1. A child under the age of 15 has been employed by the Seller; or
2. An employee or consultant of the Seller knowingly or unknowingly employed an individual under the age of 15; or
3. An individual under the age of 18 has been employed in hazardous work by the Seller; or
4. The Seller, or an employee or consultant of the Seller knowingly or unknowingly employed an individual under the age of 18 for hazardous work.

#### **1.14 Organizational Conflicts of Interest**

It is understood and agreed that some of the work performed under this Agreement may place the Seller or its personnel in the position of having an organizational conflict of interest. Such an organizational conflict of interest may impair the objectivity of the Seller or its personnel in performing the work. To preclude or mitigate any potential conflicts of interest, Seller agrees not to undertake any activity which may result in an

organizational conflict of interest without first notifying ROP of such potential conflict of interest and receiving ROP's written approval to undertake such activities.

### **1.15 Anti-Kickback (Corruption)**

(a) Definitions.

*Kickback*, as used herein, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind, which is provided, directly or indirectly, to ROP, the CHAMP project office or any of its employees, the Seller or Seller employees, or vendors in any way related to the performance or subsequent activities of this Agreement, for the purpose of improperly obtaining or rewarding favorable treatment in connection with this Agreement. *Person*, as used in this clause, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.

*Seller employee*, as used in this clause, means any officer, partner, employee, or agent of the Seller.

(b) The Seller and its employees, whether directly or indirectly engaged in the performance of this Agreement, agree to abide by the terms of The United States Anti-Kickback Act of 1986, which prohibits any person from providing or attempting to provide any kickback; soliciting, accepting, or attempting to accept any kickback; or including, directly or indirectly, the amount of any kickback in the contract price charged by the Seller to ROP.

When the Seller has reasonable grounds to believe that a violation described in paragraph (b) of this provision may have occurred, the Seller shall promptly report in writing the possible violation. Such reports shall be made to ROP, who shall forward the report to the USAID Inspector General for investigation. The Seller further agrees to cooperate fully with any United States Government agency investigating a possible violation described in paragraph (b) of this clause. ROP may offset the amount of the kickback against any monies owed by ROP under this fixed price Agreement or order the monies withheld from future payments due the Seller. The Seller agrees to include the substance of this provision in any contract it may issue under this Agreement.

### **1.16 Preventing Terrorist Financing - Implementation of E.O. 13224 USNGO (AUG 2013)**

a. The seller must not engage in transactions with, or provide resources or support to, individuals and organizations associated with terrorism, including those individuals or entities that appear on the Specially Designated Nationals and Blocked Persons List maintained by the U.S. Treasury (online at: <http://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>) or the United Nations Security designation list (online at: [http://www.un.org/sc/committees/1267/aq\\_sanctions\\_list.shtml](http://www.un.org/sc/committees/1267/aq_sanctions_list.shtml)).

### **1.17 Assignment and Delegation**

This Agreement may not be assigned or delegated, in whole or in part, by the Seller without the written consent of ROP. Absent such consent, any assignment is void.

### **1.18 Subcontracting Requirements (JAN 2012)**

(a) Applicability: This section limits the number of tiers of sub-contracts to one tiers below the Vendor. The Vendor must not allow lower-tier subcontracts without the express written approval ROP-CHAMP. Should exceptional circumstances warrant subcontracting below one tier, the Vendor shall promptly request approval in writing from ROP-CHAMP.

### **1.19 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUNE 2008)**

(a) Except as authorized by the Office of Foreign Assets Control (OFAC) in the Department of the Treasury, the seller shall not acquire, for use in the performance of this contract, any supplies or services if any proclamation, Executive order, or statute administered by OFAC, or if OFAC's implementing regulations at 31 CFR Chapter V, would prohibit such a transaction by a person subject to the jurisdiction of the United States.

(b) Except as authorized by OFAC, most transactions involving Cuba, Iran, and Sudan are prohibited, as are most imports from Burma or North Korea, into the United States or its outlying areas. Lists of entities and individuals subject to economic sanctions are included in OFAC's List of Specially Designated Nationals and Blocked Persons at <http://www.treas.gov/offices/enforcement/ofac/sdn>. More information about these restrictions as well as updates is available in the OFAC's regulations at 31 CFR Chapter V and/or on OFAC's website at <http://www.treas.gov/offices/enforcement/ofac>.

### **1.20 USAID Eligibility Rules for Goods and Services USNGO (JUN 2012)**

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

(i) Military equipment,<sup>[SEP]</sup>(ii) Surveillance equipment, (iii) Commodities and services for support of police or other law enforcement activities, (iv) Abortion equipment and services,<sup>[SEP]</sup>(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 Terrorist Financing" must not be used to provide any commodities or services funded under this agreement.

(3) Restricted Commodities. The seller must obtain prior written approval of the ROP-CHAMP or comply with required procedures under an applicable waiver, as provided by the ROP-CHAMP when procuring any of the following commodities:

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

c. Source and Nationality:

Except as may be specifically approved in advance by the ROP-CHAMP, all commodities and services that will be reimbursed by ROP-CHAMP 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 935. 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. For a current list of countries within each geographic code, see: <http://inside.usaid.gov/ADS/300/310.pdf>.

d. Guidance on the eligibility of specific commodities and services may be obtained from the ROP-CHAMP. If ROP-CHAMP determines that the seller has procured any commodities or services under this award contrary to the requirements of this provision, and has received payment for such purposes, the ROP-CHAMP may require the seller to refund the entire amount of the purchase.

### **1.21 Debarment, Suspension, and Other Responsibility Matters USNGO (JUN 2012)**

a. The seller agrees to notify ROP-CHAMP immediately upon learning that it or any of its principals:

(1) Are presently excluded or disqualified from covered transactions by any Federal department or agency;

(2) Have been convicted within the preceding three-year period preceding this proposal; been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; commission of any other offense indicating a lack of business integrity or business honesty that seriously and directly affects your present responsibility;

(3) Are presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph a.(2); and

(4) Have had one or more public transactions (Federal, State, or local) terminated for cause or default within the preceding three years.

b. The recipient agrees that, unless authorized by the ROP-CHAMP, it will not knowingly enter into any subawards or contracts under this award with a person or entity that has an active exclusion on the System for Award Management (SAM) ([www.sam.gov](http://www.sam.gov)).

### **DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION (JUNE 2012)**

The recipient/contractor certifies that neither it nor its principals is presently excluded or disqualified from participation in this transaction by any Federal department or agency.

c. The policies and procedures applicable to debarment, suspension, and ineligibility under USAID-financed transactions are set forth in Subpart C of 2 CFR Section 180, as supplemented by 2 CFR 780.

## **1.22 Equal Participation by Faith-Based Organizations USNGO (JUN 2016)**

### **a. Faith-Based Organizations Encouraged**

Faith-based organizations are eligible, on the same basis as any other organization, to participate in any USAID program for which they are otherwise eligible. Neither USAID nor entities that make and administer subawards of USAID funds shall discriminate for or against an organization on the basis of the organization's religious character or affiliation. Additionally, religious organizations shall not be disqualified from participating in USAID programs because such organizations are motivated or influenced by religious faith to provide social services, or because of their religious character or affiliation.

Decisions about awards of USAID financial assistance must be free from political interference or even the appearance of such interference. Awards must be made on the basis of merit, not the basis of the religious affiliation of an applicant, or lack thereof. A faith-based organization may continue to carry out its mission, including the definition, development, practice, and expression of its religious beliefs, within the limits contained in this provision. For more information, see the USAID Faith-Based and Community Initiatives Web site and 22 CFR 205.1.

### **b. Explicitly Religious Activities Prohibited.**

(1) Explicitly religious activities include activities that involve overt religious content such as worship, religious instruction, prayer, or proselytization.

(2) The seller must not engage in explicitly religious activities as part of the programs or services directly funded with financial assistance from USAID. If the recipient engages in explicitly religious activities, the activities must be offered separately, in time or location, from any programs or services directly funded by this award, and participation must be voluntary for beneficiaries of the programs or services funded with USAID assistance.

(3) These restrictions apply equally to religious and secular organizations. All organizations that participate in USAID programs, as recipients or subawardees, including religious ones, must carry out eligible activities in accordance with all program requirements and other applicable requirements governing USAID-funded activities.

(4) Notwithstanding the restrictions of b.(1) and (2), a religious organization that participates in USAID-funded programs or services:

(i) May retain its independence and may continue to carry out its mission, including the definition, development, practice, and expression of its religious beliefs, provided that it does not use direct financial assistance from USAID to support or engage in any explicitly religious activities or in any other manner prohibited by law;

(ii) May use space in its facilities, without removing religious art, icons, scriptures, or other religious symbols; and

(iii) May retain its authority over its internal governance, and may retain religious terms in its organization's name, select its board members on a religious basis, and include religious references in its organization's mission statements and other governing documents.

c. Implementation in accordance with the Establishment Clause: Nothing in this provision shall be construed as authorizing the use of USAID funds for activities that are not permitted by Establishment Clause jurisprudence or otherwise by law.

d. Discrimination Based on Religion Prohibited: The recipient must not, in providing services, discriminate against a program beneficiary or potential program beneficiary on the basis of religion or religious belief, refusal to hold a religious belief, or a refusal to attend or participate in a religious practice.

e. A religious organization's exemption from the Federal prohibition on employment discrimination on the basis of religion, set forth in Sec. 702(a) of the Civil Rights Act of 1964, 42 U.S.C. 2000e-1 is not forfeited when the organization receives financial assistance from USAID.

f. The Secretary of State may waive the requirements of this section in whole or in part, on a case-by-case basis, where the Secretary determines that such waiver is necessary to further the national security or foreign policy interests of the United States.

### **1.23 Marking and Public Communications Under USAID Funded Assistance USNGO (DEC 2014)**

a. The USAID Identity is the official marking for USAID, comprised of the USAID logo and brandmark with the tagline "from the American people," unless amended by USAID to include additional or substitute use of a logo or seal and tagline representing a presidential initiative or other high level interagency initiative. The USAID Identity (including any required presidential initiative or related identity) is on the USAID Web site at [www.usaid.gov/branding](http://www.usaid.gov/branding). Recipients must use the USAID Identity, of a size and prominence equivalent to or greater than any other identity or logo displayed, to mark the following:

- (1) Programs, projects, activities, public communications, and commodities partially or fully funded by USAID;
- (2) Program, project, or activity sites funded by USAID, including visible infrastructure projects or other physical sites;
- (3) Technical assistance, studies, reports, papers, publications, audio-visual productions, public service announcements, Web sites/Internet activities, promotional, informational, media, or communications products funded by USAID;
- (4) Commodities, equipment, supplies, and other materials funded by USAID, including commodities or equipment provided under humanitarian assistance or disaster relief programs; and
- (5) Events financed by USAID, such as training courses, conferences, seminars, exhibitions, fairs, workshops, press conferences and other public activities. If the USAID Identity cannot be displayed, the recipient is encouraged to otherwise acknowledge USAID and the support of the American people.

b. The seller must implement the requirements of this provision following the approved Marking Plan in the award.

c. The ROP-CHAMP may require a reproduction review of program materials and "public communications" (documents and messages intended for external distribution, including but not limited to correspondence; publications; studies; reports; audio visual productions; applications; forms; press; and promotional materials) used in connection with USAID-funded programs, projects or activities, for compliance with an approved Marking Plan.

d. The seller is encouraged to give public notice of the receipt of this award and announce progress and accomplishments. The recipient must provide copies of notices or announcements to the Agreement Officer's Representative (AOR) and to USAID's Office of Legislative and Public Affairs in advance of release, as practicable. Press releases or other public notices must include a statement substantially as follows: "The U.S. Agency for International Development administers the U.S. foreign assistance program providing economic and humanitarian assistance in more than 80 countries worldwide."

e. Any "public communication" in which the content has not been approved by USAID must contain the following disclaimer:  
"This study/report/audio/visual/other information/media product (specify) is made possible by the generous support of the American people through the United States Agency for International Development (USAID). The contents are the responsibility of (insert recipient name) and do not necessarily reflect the views of USAID or the United States Government."

f. The seller must provide the ROP-CHAMP with two copies of all program and communications materials produced under this award.

g. The ROP-CHAMP may request an exception from USAID marking requirements when USAID marking requirements would:

- (1) Compromise the intrinsic independence or neutrality of a program or materials where independence or neutrality is an inherent aspect of the program and materials;
- (2) Diminish the credibility of audits, reports, analyses, studies, or policy recommendations whose data or findings must be seen as independent;

- (3) Undercut host-country government "ownership" of constitutions, laws, regulations, policies, studies, assessments, reports, publications, surveys or audits, public service announcements, or other communications;
- (4) Impair the functionality of an item;
- (5) Incur substantial costs or be impractical;
- (6) Offend local cultural or social norms, or be considered inappropriate; or
- (7) Conflict with international law.

h. The seller may submit a waiver request of the marking requirements of this provision or the Marking Plan, through the ROP-CHAMP, when USAID-required marking would pose compelling political, safety, or security concerns, or have an adverse impact in the cooperating country.

(1) Approved waivers "flow down" to subawards and contracts unless specified otherwise. The waiver may also include the removal of USAID markings already affixed, if circumstances warrant.

(2) USAID determinations regarding waiver requests are subject to appeal by the seller, by submitting a written request to reconsider the determination to the cognizant Assistant Administrator.

i. The seller must include the following marking provision in any subawards entered into under this award: "As a condition of receipt of this subaward, marking with the USAID Identity of a size and prominence equivalent to or greater than the seller, subrecipient's, other donor's, or third party's is required. In the event the seller chooses not to require marking with its own identity or logo by the subrecipient, USAID may, at its discretion, require marking by the subrecipient with the USAID Identity."

#### **1.24 FLY AMERICA ACT RESTRICTIONS**

(1) The seller 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 seller 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 seller 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

a. 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.

#### 1.25 CHILD SAFEGUARDING USNGO (JUN 2015)

(a) Because the activities to be funded under this award may involve children, or personnel engaged in the implementation of the award may come into contact with children, these activities could raise the risk of child abuse, exploitation, or neglect within USAID-funded programs. The organization agrees to abide by the following child safeguarding core principles:

(1) Ensure compliance with host country and local child welfare and protection legislation or international standards, whichever gives greater protection, and with U.S. law where applicable;

(2) Prohibit all personnel from engaging in child abuse, exploitation, or neglect; [SEP]

(3) Consider child safeguarding in project planning and implementation to determine [SEP] potential risks to children that are associated with project activities and operations;

(4) Apply measures to reduce the risk of child abuse, exploitation, or neglect, including, but not limited to, limiting unsupervised interactions with children; prohibiting exposure to pornography; and complying with applicable laws, regulations, or customs regarding the photographing, filming, or other image-generating activities of children;

(5) Promote child-safe screening procedures for personnel, particularly personnel whose work brings them in direct contact with children; and

(6) Have a procedure for ensuring that personnel and others recognize child abuse, exploitation, or neglect; mandating that personnel and others report allegations; investigating and managing allegations; and taking appropriate action in response to such allegations, including, but not limited to, dismissal of personnel.

(b) The organization must also include in their code of conduct for all personnel implementing USAID-funded activities the child safeguarding principles in (a) (1) through (6).

(c) The following definitions apply for purposes of this provision:

(1) Child: A child or children are defined as persons who have not attained 18 years of age. [SEP]

(2) Child abuse, exploitation, or neglect: Constitutes any form of physical abuse; emotional [SEP]

ill-treatment; sexual abuse; neglect or insufficient supervision; trafficking; or commercial, transactional, labor, or other exploitation resulting in actual or potential harm to the child's health, well-being, survival, development, or dignity. It includes, but is not limited to: any act or failure to act which results in death, serious physical or emotional harm to a child, or an act or failure to act which presents an imminent risk of serious harm to a child.

(3) Physical abuse: Constitutes acts or failures to act resulting in injury (not necessarily visible), unnecessary or unjustified pain or suffering without causing injury, harm or risk of harm to a child's health or welfare, or death. Such acts may include, but are not limited to: punching, beating, kicking, biting, shaking, throwing, stabbing, choking, or hitting (regardless of object used), or burning. These acts are considered abuse regardless of whether they were intended to hurt the child.

(4) Sexual Abuse: Constitutes fondling a child's genitals, penetration, incest, rape, sodomy, indecent exposure, and exploitation through prostitution or the production of pornographic materials.

(5) Emotional abuse or ill treatment: Constitutes injury to the psychological capacity or emotional stability of the child caused by acts, threats of acts, or coercive tactics. Emotional abuse may include, but is not limited to: humiliation, control, isolation, withholding of information, or any other deliberate activity that makes the child feel diminished or embarrassed.

(6) Exploitation: Constitutes the abuse of a child where some form of remuneration is involved or whereby the perpetrators benefit in some manner. Exploitation represents a form of coercion and violence that is detrimental to the child's physical or mental health, development, education, or well-being.

(7) Neglect: Constitutes failure to provide for a child's basic needs within USAID-funded activities that are responsible for the care of a child in the absence of the child's parent or guardian.

(d) The seller must insert the provisions in (a) and (b) in all sub-awards under this award.

#### **1.26 MANDATORY DISCLOSURES USNGO (JUL 2015)**

Consistent with 2 CFR §200.113, applicants and sellers must disclose, in a timely manner, in writing to the USAID Office of the Inspector General, with a copy to the cognizant Agreement Officer, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Subrecipients must disclose, in a timely manner, in writing to the USAID Office of the Inspector General and to the prime recipient (pass through entity) all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.

Disclosures must be sent to:

U.S. Agency for International Development Office of the Inspector General (SEP) P.O. Box 657 (SEP) Washington, DC 20044-0657

Phone: 1-800-230-6539 or 202-712-1023 Email: ig.hotline@usaid.gov

URL: <https://oig.usaid.gov/content/usaid-contractor-reporting-form>.

Failure to make required disclosures can result in any of the remedies described in 2 CFR §200.338 Remedies for noncompliance, including suspension or debarment (See 2 CFR 180, 2 CFR 780 and 31 U.S.C. 3321).

The recipient must include this mandatory disclosure requirement in all subawards and contracts under this award.

#### **1.27 REPORTING HOST GOVERNMENT TAXES (JUNE 2012)**

a. By April 16 of each year, the recipient must submit a report containing:

(1) Contractor/recipient name (SEP) (2) Contact name with phone, fax and e-mail (SEP) (3) Agreement number(s).

(4) The total amount of value-added taxes and customs duties (but not sales taxes) assessed by the host government (or any entity thereof) on purchases in excess of \$500 per transaction of supplies, materials, goods or equipment, during the 12 months ending on the preceding September 30, using funds provided under this contract/agreement.

(5) Any reimbursements received by April 1 of the current year on value-added taxes and customs duties reported in (IV). (SEP)



(6) Reports are required even if the recipient did not pay any taxes or receive any reimbursements during the reporting period. [SEP]

(7) Cumulative reports may be provided if the recipient is implementing more than one program in a foreign country. [SEP]

Submit the reports to: [insert address and point of contact at the Embassy, Mission, or CFO/CMP as appropriate, may include an optional "with a copy to"]. [SEP]

Host government taxes are not allowable where the Agreement Officer provides the necessary means to the recipient to obtain an exemption or refund of such taxes, and the recipient fails to take reasonable steps to obtain such exemption or refund. Otherwise, taxes are allowable in accordance with the Standard Provision, "Allowable Costs," and must be reported as required in this provision. [SEP]

The recipient must include this reporting requirement in all applicable subagreements, including subawards and contracts. [SEP]

### **1.28 Trafficking in Persons USNGO (APR 2016)**

a. The recipient, subawardee, or contractor, at any tier, or their employees, labor recruiters, brokers or other agents, must not engage in:

(1) Trafficking in persons (as defined in the Protocol to Prevent, Suppress, and Punish Trafficking in Persons, especially Women and Children, supplementing the UN Convention against Transnational Organized Crime) during the period of this award;

(2) Procurement of a commercial sex act during the period of this award;

(3) Use of forced labor in the performance of this award;

(4) Acts that directly support or advance trafficking in persons, including the following acts:

i. Destroying, concealing, 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 employees recruitment fees; or

v. Providing or arranging housing that fails to meet the host country housing and safety standards.

b. In the event of a violation of section (a) of this provision, USAID is authorized to terminate this award, without penalty, and is also authorized to pursue any other remedial actions authorized as stated in section 1704(c) of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013).

c. If the estimated value of services required to be performed under the award outside the United States exceeds \$500,000, the recipient must submit to the Agreement Officer, the annual "Certification regarding Trafficking in Persons, Implementing Title XVII of the National Defense Authorization Act for Fiscal Year 2013" as required prior to this award, and must implement a compliance plan to prevent the activities described above in section (a) of this provision. The recipient must provide a copy of the compliance plan to the Agreement

Officer 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.

d. The recipient's compliance plan 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 plan must include, at a minimum, the following:

(1) An awareness program to inform employees about the trafficking related prohibitions included in this provision, the activities prohibited and the action that will be taken against the employee for violations.

(2) A reporting process for employees to report, without fear of retaliation, activity inconsistent with the policy prohibiting trafficking, including a means to make available to all employees the Global Human Trafficking Hotline at 1-844-888-FREE and its e-mail address at [help@befree.org](mailto:help@befree.org).

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

(4) A housing plan, if the recipient or any subawardee intends to provide or arrange housing. The housing plan is required to meet any host-country housing and safety standards.

(5) Procedures for the recipient to prevent any agents or subawardee at any tier and at any dollar value from engaging in trafficking in persons activities described in section a of this provision. The recipient must also have procedures to monitor, detect, and terminate any agents or subawardee or subawardee employees that have engaged in such activities.

e. If the Recipient receives any credible information regarding a violation listed in section a(1)-(4) of this provision, the recipient must immediately notify the cognizant Agreement Officer and the USAID Office of the Inspector General; and must fully cooperate with any Federal agencies responsible for audits, investigations, or corrective actions relating to trafficking in persons.

f. The Agreement Officer may direct the Recipient to take specific steps to abate an alleged violation or enforce the requirements of a compliance plan.

g. For purposes of this provision, "employee" means an individual who is engaged in the performance of this award as a direct employee, consultant, or volunteer of the recipient or any subrecipient.

h. The recipient must include in all subawards and contracts a provision prohibiting the conduct described in section a(1)-(4) by the subrecipient, contractor, or any of their employees, or any agents. The recipient must also include a provision authorizing the recipient to terminate the award as described in section b of this provision.