

Request for Proposals

Title: Advisory Services for Business Challenge Applicants in the Eastern Caribbean

Date Solicitation is Issued: June 15, 2022

Solicitation Number: 9506.06.14.2022.AS

Closing Date: July 7, 2022

Closing Time: 9:00pm EDT (UTC -04:00)

Entitles That May Apply: Both Firms and Individual Consultants

Contractual Mechanism: Cost Reimbursable

I. BACKGROUND

The Pan American Development Foundation (PADF) believes in creating a hemisphere of opportunity, for all. We work across Latin America and the Caribbean to make our region stronger— more healthy, peaceful, just, inclusive, resilient, and sustainable for current and future generations. For 60 years, we have served the most vulnerable communities, investing resources throughout the hemisphere. We partner with and enable civil society, governments, and the private sector for the greater good of the region.

With 60 years of experience across Latin America and the Caribbean and strong partnerships with local communities, civil society, and public and private sectors, we have an impeccable track record of success with extensive in-country networks and sound financial controls. We are uniquely positioned to develop and implement adaptable programs across multiple technical areas, quickly deploy to any country in Latin America and the Caribbean and activate existing local networks, measure and evaluate our impact with comprehensive performance indicators, and communicate our progress through integrated communications strategies.

II. PROJECT OVERVIEW

Small Island Developing States (SIDS) in the Eastern and Southern Caribbean face significant economic challenges, e.g. geographic size and markets, a lack of creditor trust, chronic debt, weak economic diversification and low productivity. They also experience a very high frequency of disasters, which further stresses already strained private and public sector resources. Between 2000 and 2019, Caribbean countries lost an average of 3.6 percent of aggregate GDP per year to damages related to natural hazards. After these shocks, these nations must rebuild, with limited resources and limited government capacity, just to get back to the baseline.

To better assist businesses to prepare for disasters and disruptions, the Caribbean Corporate Investment for Resilience (CCIR) Blended Finance Mechanism aims to use blended finance approaches to mobilize capital for investment in disaster risk reduction activities in the Eastern Caribbean. This USAID Bureau for Humanitarian Assistance pilot

project will identify enterprises or projects for potential investment that address vulnerabilities in supply and value chains and provide social returns and investments in communities in which the companies and USAID operate. This project will pilot a sustainable mechanism for investments in resilience for potential scalability. Through this process, the mechanism will provide trainings and workshops for enterprises and organizations with revenue-generating projects to increase their bankability and investment readiness.

III. LOCATION(S) OF ASSIGNMENT

Eastern Caribbean, particularly Saint Lucia, or remote

IV. PURPOSE OF CONSULTANCY

The Pan American Development Foundation (PADF) seeks to establish a roster of consultants (individual consultants or firms) to create and deliver workshops and/or hold office hours for applicants to the soon-to-be-launched Eastern Caribbean Business Resilience Challenge, a competitive application process that will pair financing opportunities with technical assistance.

Detailed Technical Requirements

Develop and provide curriculum and dynamic/engaging training participants on one or more of the following topics to small- and medium-sized enterprises and/or other organizations with revenue-generating projects in the Eastern Caribbean:

- Business resilience
- Strategic business planning
- SWOT analysis
- Crafting an investment pitch
- Leveraging Financial Statements
- Accessing new markets / Becoming export-ready
- Operational management
- Digital marketing
- Cloud-based web services
- Return on Investment (ROI)
- Financial analysis for non-finance managers
- Business standards

We also seek consultants to provide in-person and/or virtual office hours for the applicants in the following areas:

- Accounting
- Marketing
- Business Continuity Planning

Required Deliverables

For training sessions/workshops:

- Curriculum, adapted as necessary and approved
- Training sessions/workshops to be held virtually and/or in-person in the Eastern Caribbean on topic(s) in which the consultant/firm has relevant expertise

Office Hours:

- Consultant/firm is available to provide one-on-one coaching to applicants in areas of particular expertise (listed above)

V. PREFERRED QUALIFICATIONS

Individuals and firms are encouraged to apply.

- A degree in relevant area and/or significant relevant work experience (e.g. MBA, finance, accounting, economics, marketing, etc.)
- Recommended 5+ years of experience in providing trainings and/or advisory services in the Eastern Caribbean, preferably in Saint Lucia
- Strong command of the English language

Be based in the Eastern Caribbean, preferably in Saint Lucia

VI. EVALUATION CRITERIA

Evaluation Criteria	Score (out of 100)
Does the proposal clearly explain, understand and respond to the objectives of the project as stated in the Scope of Work?	25
Demonstrated Expertise and experience providing business advisory services or trainings, particularly in Saint Lucia	25
Personnel Qualifications – Do the proposed team members / or individual, have necessary experience and capabilities to carry out the Scope of Work? (degree, work experience, command of language).	25
Cost: Best Value	25

VII. HOW TO APPLY

- Signed Cover letter/proposal document citing relevant details of past experience and hourly rates and other financial requirements to carry out consultancy
- Applicant’s most recent Curriculum Vitae(s) that demonstrate how the individual or firm meet the minimum requirements.
- Deadline. Proposals must be received no later than **July 7, 2022, 9:00pm EDT (UTC - 04:00)**. Late submissions will not be accepted. Proposals must be submitted via email to mstjohn@padf.org . All proposals are to be submitted following the guidelines listed in this Terms of Reference.

VIII. TERMS AND CONDITIONS

This Terms of Reference does not obligate PADF to execute a contract, nor does it commit PADF to pay any costs incurred in the preparation or submission of the proposals. Furthermore, PADF reserves the right to reject any and all offers, if such action is considered to be in the best interest of PADF. PADF will, in its sole discretion, select the winning proposal and is not obligated to share individual evaluation results.

Confidentiality

All proprietary information provided by the bidder shall be treated as confidential and will not be shared with potential or actual applicants during the solicitation process. This includes but is not limited to price quotations, cost proposals and technical proposals. PADF may, but is not obliged to, post procurement awards on its public website after the solicitation process has concluded, and the contract has been awarded. PADF's evaluation results are confidential and applicant scoring will not be shared among bidders.

Protection from Sexual Exploitation and Abuse (PSEA)

As part of the contractor's internal controls and standards of employee conduct, the contractor must ensure that its employees adhere to these standards of conduct in a manner consistent with the standards for United Nations (UN) employees in Section 3 of the UN Secretary-General's Bulletin – Special measures protection from sexual exploitation and sexual abuse (ST/SGB/2003/13).

Contracting with Small, Minority, and Women's Businesses

PADF will take all necessary steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

Debarment and Suspension

Entities that appear on any exclusion lists, System for Award Management (SAM), Office of Foreign Assets Control (OFAC), UN Sanctions List, and other watchlists, will not have their bid evaluated and will not be eligible to receive any subaward that may result from this Terms of Reference.

ANNEX I, VENDOR INFORMATION

Please Annex the following information in your submitted proposal:

VENDOR INFORMATION FORM		
1.	Vendor Type (Please indicate if a Firm or Individual Consultant)	
2.	Registration Status (Please indicate Employer Identification Number, Social Security Number, or other registration number)	
3.	Vendor's Legal Name	
4.	Company Contact full name	
5.	Email Address	
6.	Full Business Address (Including city, country, and postal code, if applicable)	
7.	Unique Entity Identifier (formerly DUNS Number) Enter Number or N/A.	
8.	Category (Not-For-Profit, For-Profit, Other)	
9.	Based in U.S.? (Yes or No)	
10.	Phone Number	
13.	Government Owned Business? (Yes or No)	
14.	Signed and Printed Name	

15.	Date	
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ANNEX II, PADF CODE OF CONDUCT

PADF has an intrinsic set of values which can be categorized by H.E.A.R.T, which are categorized as:

Honesty: We work and express ourselves in an open, transparent, and clear manner.

Excellence: We strive for the highest results and standards, and work with clear and transparent processes deliverables, evidence and rigor. We are committed to those we serve, giving our time, energy and dedication to what we believe in.

Accountability: We pride ourselves on our integrity. We accept responsibility for our actions. We rigorously manage our results, our deliverables, our documentation, and our knowledge.

Respect: We value diversity and other points of view. We are inclusive and empathetic. We foster cooperation, collegiality and teamwork, working together toward the same ends. We seek to create a work environment of decency, working fairness, sincerity and trustworthiness.

Teamwork: We work as ONE PADF committing to our common goals and objectives. We foster cooperation, collegiality and teamwork. We make high-quality decisions as a team. We proactively and openly share knowledge, materials, and expertise. We foster and embrace innovation, creativity and diverse points of view. We are one team.

Offerors and their agents shall at all times act with integrity. Offerors and their agents shall not:

- Offer gifts, employment, and other benefits to Pan American Development Foundation employees and others who are in a position to influence the award of a contract.
- Attempt to seek confidential information in respect to tendering and contract formation processes associated with this RFP from Pan American Development Foundation employees and others who have access to confidential information.

All Offerors are expected to exercise the highest standards of conduct in preparing, submitting and if selected, eventually carrying out the specified work in accordance with PADF's H.E.A.R.T. values.

Any violation of the Code of Conduct, as well as concerns regarding the integrity of the procurement process and documents should be reported to PADF via its Ethics Hotline at <https://secure.ethicspoint.com/domain/media/en/gui/66351/index.html>

ANNEX III, FLOW DOWN PROVISIONS

Cost Reimbursable USAID Subawards

Where the U.S. Government or USAID is referenced in a standard provision, "PADF" shall be substituted and the provision shall be read and interpreted to assign to PADF the authorities and functions of USAID unless otherwise indicated in this Agreement. When "non-Federal entity" or "the Recipient" is mentioned in the Agreement, this will be substituted by "the Consultant". When "Agreement Officer" or "AO" is mentioned in, this will be substituted by PADF's Technical Director assigned to the project. The only exception to the above is in the case of **M9. Marking and Public Communications Under USAID-Funded Assistance**. For this Standard Provision, PADF should not be substituted for USAID.

USAID Standard Provisions (For Non-US Based Organizations)

1. M1. Allowable Costs (November 2020)

- 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 on the date of this award. The recipient may obtain a copy of the applicable cost principles from the Agreement Officer (AO): 2 CFR 200, Subpart E, Cost Principles.
- b. It is the recipient's responsibility to ensure that costs incurred are in accordance with the applicable cost principles, meaning the costs are (1) reasonable: costs which are generally recognized as ordinary and necessary and would be incurred by a prudent person in the conduct of normal business; (2) allocable: incurred specifically for this award; and (3) allowable: conform to any limitations in this award.
- c. 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 Standard Provision, "Procurement Policies."
- d. 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, Audit, and Records."

2. M2. Accounting, Audit, and Records (November 2020)

- a.) Records and Accounting. The recipient must maintain financial records, supporting documents, statistical records and all other records, to support performance of, and charges to, this award. Such records must comply with accounting principles generally accepted in the U.S., 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. Unless otherwise notified by USAID, the recipient records and subrecipient records that pertain to this award must be retained for a period of three years from the date of submission of the final expenditure report.
- b.) Audits.
 - (1) The recipient must have an annual audit, consistent with 2 CFR Part 200, Subpart F, for any recipient fiscal year in which the recipient expends a combined total of \$750,000 or more in all federal awards, either directly or through another USAID contractor or recipient, excluding fixed price contracts and fixed amount awards.

(2) The recipient is not required to have an annual audit for any recipient fiscal year in which the recipient expends a combined total of less than \$750,000 in all federal awards, either directly or through a prime contractor or recipient, excluding fixed price contracts and fixed amount awards. However, 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 a financial review, require an audit, or otherwise ensure adequate accountability of organizations expending USAID funds, regardless of the audit requirement.

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. Subawards of grants and cooperative agreements made to U.S. organizations must state that the U.S. organization is subject to the audit requirements contained in 2 CFR 200, subpart F.

3. M6. USAID Eligibility Rules for Procurement of Commodities and Services (May 2020)

Ineligible and Restricted 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.

Ineligible Suppliers: Any firms or individuals that do not comply with the requirements in Standard Provision "Debarment and Suspension" 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.

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.

4. M7. Title to and Use of Property (December 2014)

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

b. Property means equipment, supplies, real property, and intangible property, financed under this award or furnished by USAID.

- c. The recipient agrees to use and maintain all Property for the purpose of this award.
- 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.
- e. Upon completion of this award, the recipient must submit to the AO a property disposition report of the following types of Property, along with a proposed disposition of such Property. (1) All equipment that has a per unit current fair market value at the end of this award of \$5,000 or more. (2) New/unused supplies with an aggregate current fair market value at the end of this award of \$5,000 or more. (3) Real or intangible property, of any value.
- f. The recipient must dispose of Property at the end of this award in accordance with the recipient's property disposition report, unless the AO directs the recipient in writing within 60 days of the AO's receipt of the recipient's property disposition report to dispose of the Property in a different manner.

5. M9. Marking and Public Communications Under USAID-Funded Assistance (December 2014)

As a condition of receipt of this subaward, marking with the USAID Identity of a size and prominence equivalent to or greater than the recipient's, subrecipient's, other donor's, or third party's is required. In the event the recipient 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.

6. M10. Award Termination and Suspension (December 2014)

In the event the recipient or any of its employees, subrecipients, or contractors are found to have been convicted of a narcotics offense or to have been engaged in drug trafficking as defined in 22 CFR 140, USAID reserves the right to terminate this award, in whole or in part, or take any other appropriate measures including, without limitation, refund or recall of any award amount. Additionally, the recipient must make a good-faith effort to maintain a drug-free workplace and USAID reserves the right to terminate or suspend this award if the recipient materially fails to do so.

The recipient must, to the greatest extent possible, include a provision in all subawards, including subawards and contracts, affording the recipient the right to terminate the subaward in the event USAID terminates this award, including the refund requirement in the paragraph above.

7. M11. Recipient and Employee Conduct (June 2018)

a. The recipient must have written policies and procedures in place to prevent personal conflicts of interest and to prevent its officers, employees, or agents from using their positions for personal gain or presenting the appearance of a personal conflict of interest. A personal conflict of interest is a situation in which an officer, employee, or agent of the recipient has a financial interest, personal activity, or relationship that could impair the employee's ability to act impartially when performing under the award. The recipient's written policy must state that an employee, officer, or agent of the recipient, or any member of an employee's immediate family cannot receive a subaward, or have a financial or other interest in the entity selected for a subaward without disclosing the conflict and following the recipient's written policies and procedures for mitigating the conflict. In addition, the written policy must state that the officers, employees, and agents of the recipient must neither solicit nor accept gratuities, favors, or anything of monetary value from subrecipients or prospective subrecipients

b. The recipient, its employees, and consultants are prohibited from using U.S. Government information technology systems (such as Phoenix, GLAAS, etc.), must be escorted to use U.S. Government facilities (such as office space or equipment), and may not rely on assistance from any U.S. Government clerical or technical personnel in the performance of this award, except as otherwise provided in this award.

c. The recipient, its employees, and consultants are private individuals, are not employees of the U.S. Government, and must not represent themselves as such.

d. The following requirements in this provision apply to the recipient's employees who are not citizens of the cooperating country. (1) If the recipient's employees enjoy exemptions from import limitations, customs duties or taxes on personal property in connection with performance of this award, the sale of such personal property is governed by the rules contained in 22 CFR 136, including a prohibition from profiting from such sale, except as this may conflict with host government regulations. (2) Any outside business dealings of the recipient's employees must be legal and not conflict in any manner with this award.

e. As part of the recipient's internal controls and standards of employee conduct, the recipient must ensure that its employees adhere to these standards of conduct in a manner consistent with the standards for United Nations (UN) employees in Section 3 of the UN Secretary-General's Bulletin – Special measures protection from sexual exploitation and sexual abuse (ST/SGB/2003/13).

f. If the recipient determines that the conduct of any recipient employee is not in accordance with this provision or this award, the recipient's Chief of Party must coordinate with the Agreement Officer and the USAID Mission Director to resolve the situation with regard to such employee.

g. The parties recognize the rights of the U.S. Chief of Mission to direct the removal from a country of any U.S. citizen, or direct the discharge from this award of any individual when, at the discretion of the U.S. Chief of Mission, it is in the best interest of the United States.

h. If it is determined, under paragraph (f) or (g) above, that the services of such employee should be terminated, the recipient must use its best efforts to cause the return of such employee to the United States, or third-country point of origin, as appropriate, and replace the employee with an acceptable substitute at no cost to USAID.

i. The substance of this provision in its entirety, including this paragraph i. must be included in all subawards.

8. M.12 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;

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 consultant 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.

9. M14. Preventing Transactions with, or the Provision of Resources or Support to, Sanctioned Groups and Individuals (May 2020)

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/SDNList/Pages/default.aspx/>) or on the UN Security Council consolidated list 08/18/2020 Partial Revision 25 Text highlighted in yellow indicates that the material is new or substantively revised. (<https://www.un.org/securitycouncil/content/un-sc-consolidated-list>).

10. M15. Trafficking in Persons (April 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.

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).

11. M17. Equal Participation by Faith-Based Organizations (June 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.

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 recipient must not engage in explicitly religious activities as part of the programs or services directly funded with financial assistance from USAID. (3) These restrictions apply equally to religious and secular organizations.

12. M20. Limiting Construction Activities (August 2013)

Construction is not eligible for reimbursement under this award.

13. M22. Pilot Program for Enhancement of Grantee Employee Whistleblower Protections (September 2014)

41 U.S.C. § 4712 states that an employee of a Grantee 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.

14. M24. Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (May 2017)

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

15. M.25 Child Safeguarding (June 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; (3) Consider child safeguarding in project planning and implementation to determine potential risks to children that are associated with project activities and operations; (4) Apply measures to reduce the risk of child abuse, exploitation, or neglect, including, but not limited to, limiting unsupervised interactions with children; prohibiting exposure to pornography; and complying with applicable laws, regulations, or customs regarding the photographing, filming, or other image generating activities of children; (5) Promote child-safe screening procedures for personnel, particularly personnel whose work brings them in direct contact with children; and (6) Have a procedure for



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

(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).

16. M.26 Mandatory Disclosures (November 2020)

Consistent with 2 CFR §200.113, applicants and recipients 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 P.O. Box 657
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 §200.339 Remedies for noncompliance, including suspension or debarment (See 2 CFR 180, 2 CFR 780 and 31 U.S.C. 3321).

17. M27 Nondiscrimination Against Beneficiaries (November 2016)

(a) USAID policy requires that the recipient not discriminate against any beneficiaries in implementation of this award, such as, but not limited to, by withholding, adversely impacting, or denying equitable access to the benefits provided through this award on the basis of any factor not expressly stated in the award. This includes, for example, race, color, religion, sex (including gender identity, sexual orientation, and pregnancy), national origin, disability, age, genetic information, marital status, parental status, political affiliation, or veteran's status. Nothing in this provision is intended to limit the ability of the recipient to target activities toward the assistance needs of certain populations as defined in the award.

(b) The recipient must insert this provision, including this paragraph, in all subawards and contracts under this award.

18. M28 Conflict of Interest (August 2018)

a. A conflict of interest in the award, administration, or monitoring of subawards arises when an employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties, has a financial or other interest in or a tangible personal benefit from a non-federal entity considered for a subaward. The officers, employees, and agents of the non-federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from subrecipients or parties to subawards. However, pass-through entities may set standards for situations in which the financial interest is not substantial, or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the pass-through entity.

b. The recipient must maintain written standards of conduct covering conflicts of interest.

- c. The non-federal entity must also maintain written standards of conduct covering organizational conflicts of interest.
- d. The recipient must have a system or systems in place to identify, address, resolve and disclose any conflicts of interest.
- e. The recipient must disclose any conflict of interest and the recipient's approach for resolving it within 10 calendar days of discovery of the conflict of interest.
- f. The recipient must insert the substance of this provision, including this paragraph, in all subawards.

19. M29. Prohibition on Certain Telecommunication and Video Surveillance Services or Equipment (August 2020)

- a. The Recipient is prohibited from using grant funds, including direct and indirect costs, program income, and any cost share to: (1) Procure or obtain; (2) Extend or renew a contract to procure or obtain; or (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.
- b. Telecommunication costs and video surveillance costs incurred for telecommunications and video surveillance services and equipment such as phones, internet, video surveillance, and cloud servers are allowable except for those referenced in paragraph a. above.
- c. Definitions. The terms used in this provision have the following meanings: (1) "Covered telecommunication equipment or services" as defined in Pub. L. 115-232, Section 889, means any of the following: i. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). ii. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). iii. Telecommunications or video surveillance services provided by such entities or using such equipment (2) "Covered foreign country" is defined in Pub. L. 115-232, Section 889 as the People's Republic of China.

20. RAA1 Advance Payment and Refunds (November 2020)

- a. When advances are authorized by this award, the recipient must deposit such funds in a reputable bank and be able to account for the receipt and expenditure of funds and interest earned on the advances provided by the U.S. Government (USG).
- b. The recipient must maintain advances of USAID funds in interest-bearing accounts, unless: (1) The recipient receives less than \$250,000 in USG awards per year; (2) The best reasonably available interest-bearing account would not be expected to earn interest in excess of \$500 in a twelve month period on USG cash balances; (3) The bank would require an average or minimum balance so high that it would not be practical to maintain the advance in an interest-bearing account; or (4) A foreign government or banking system prohibits interest bearing accounts.
- c. The recipient may retain up to \$500 of interest earned in a twelve-month period on USG cash balances for administrative expenses. Any additional interest earned on advances must be remitted to the USAID payment office specified in this award, or such other location as the payment office advises.
- d. The recipient must request advance payments for anticipated expenditures at time intervals as close as is administratively feasible to the actual disbursements by the recipient, and for the minimum amounts necessary.

21. RAA9. Travel and International Air Transportation (December 2014)

This provision is applicable to all subawards which finance international air transportation.

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. 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.

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.

22. RAA11. Reporting Host Government Taxes (June 2012)

This provision is applicable when there are commodity transactions in a foreign country over \$500.

a. By April 16 of each year, the recipient must submit a report containing: (i) Contractor/recipient name. (ii) Contact name with phone, fax and e-mail. (iii) Agreement number(s). (iv) 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. (v) Any reimbursements received by April 1 of the current year on value added taxes and customs duties reported in (iv). (vi) Reports are required even if the recipient did not pay any taxes or receive any reimbursements during the reporting period. (vii) Cumulative reports may be provided if the recipient is implementing more than one program in a foreign country.

23. RAA15: Cost Share (June 2012)

This provision is applicable when the recipient provides a Cost Share

a. During the period of this award, the recipient agrees to spend an amount of funds from non-US Government sources specified as Cost Share, as provided in the award budget.

b. The recipient's Cost Share under this award may include project costs incurred by the recipient from its own funds, or project costs financed with cash, services, or property contributed or donated to the recipient from other non-US Government sources, including subrecipients. Not all Cost Share requires cash outlays by the recipient; examples are depreciation and use charges for buildings



The full list of all of USAID Standard Provisions for Non-US NGOs can be found in the link below:

<https://www.usaid.gov/sites/default/files/documents/303mab.pdf>

Where the U.S. Government or USAID is referenced in a standard provision, "PADF" shall be substituted and the provision shall be read and interpreted to assign to PADF the authorities and functions of USAID unless otherwise indicated in this grant. When "non-Federal entity" or "the Recipient" is mentioned in the Agreement, this will be substituted by "the Consultant". When "Agreement Officer" or "AO" is mentioned in the grant, this will be substituted by PADF's Technical Director assigned to the project. The only exception to the above is in the case of **M9. Marking and Public Communications Under USAID-Funded Assistance (December 2014)**. For this Standard Provision, PADF should not be substituted for USAID.

USAID Standard Provisions (for U.S. Based Organizations)

1. M1. Applicability of 2 CFR 200 and 2 CFR 700 (November 2020)

Unless otherwise stated in this award, all provisions of 2 CFR 200 and 2 CFR 700 in effect on the date of this award, and all Standard Provisions attached to this agreement are applicable to the recipient and to subrecipients that meet the definition of "Non-Federal Entity" in part 2 CFR 200.1, unless a section specifically excludes a subrecipient from coverage. The recipient must assure that subrecipients have copies of all the attached standard provisions

2. M8. USAID Eligibility Rules for Goods and Services (May 2020)

Ineligible and Restricted 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.

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.

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.

3. M9. Debarment, Suspension, and Other Responsibility Matters (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.

4. M11. Equal Participation by Faith-Based Organizations (June 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.

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 recipient must not engage in explicitly religious activities as part of the programs or services directly funded with financial assistance from USAID. (3) These restrictions apply equally to religious and secular organizations.

5. M12. Preventing Transactions with, or the Provision of Resources or Support to, Sanctioned Groups and Individuals (May 2020)

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/SDNList/Pages/default.aspx>) or on the UN Security Council consolidated list (<https://www.un.org/securitycouncil/content/un-sc-consolidated-list>).

6. M13. Marking and Public Communications Under USAID-Funded Assistance (December 2014)

As a condition of receipt of this subaward, marking with the USAID Identity of a size and prominence equivalent to or greater than the recipient's, subrecipient's, other donor's, or third party's is required. In the event the recipient 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.

7. M17. Travel and International Air Transportation (December 2014)

This provision is applicable to all subawards which finance international air transportation.

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. 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.

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



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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.

8. M20. Trafficking in Persons (April 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.

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).

9. M22. Limiting Construction Activities (August 2013)

Construction is not eligible for reimbursement under this award.

10. M24. Pilot Program for Enhancement of Grantee Employee Whistleblower Protections (September 2014)

41 U.S.C. § 4712 states that an employee of a Grantee 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.

11. M26. Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (May 2017)

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

12. M27. Child Safeguarding (June 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; (3) Consider child safeguarding in project planning and implementation to determine potential risks to children that are associated with project activities and operations; (4) Apply measures to reduce the risk of child abuse, exploitation, or neglect, including, but not limited to, limiting unsupervised interactions with children; prohibiting exposure to pornography; and complying with applicable laws, regulations, or customs regarding the photographing, filming, or other image generating activities of children; (5) Promote child-safe screening procedures for personnel, particularly personnel whose work brings them in direct contact with children; and (6) Have a procedure for ensuring that personnel and others recognize child abuse, exploitation, or neglect; mandating that personnel and others report allegations; investigating and managing allegations; and taking appropriate action in response to such allegations, including, but not limited to, dismissal of personnel.

(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).

13. M28. Mandatory Disclosures (November 2020)

Consistent with 2 CFR §200.113, applicants and recipients 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 P.O. Box 657

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 §200.339 Remedies for noncompliance, including suspension or debarment (See 2 CFR 180, 2 CFR 780 and 31 U.S.C. 3321).

14. M29. Nondiscrimination Against Beneficiaries (November 2016)

(c) USAID policy requires that the recipient not discriminate against any beneficiaries in implementation of this award, such as, but not limited to, by withholding, adversely impacting, or denying equitable access to the benefits provided through this award on the basis of any factor not expressly stated in the award. This includes, for example, race, color, religion, sex (including gender identity, sexual orientation, and pregnancy), national origin, disability, age, genetic information, marital status, parental status, political affiliation, or veteran's status. Nothing in this provision is intended to limit the ability of the recipient to target activities toward the assistance needs of certain populations as defined in the award.

- (d) The recipient must insert this provision, including this paragraph, in all subawards and contracts under this award.

15. M30 Conflict of Interest (August 2018)

- g. A conflict of interest in the award, administration, or monitoring of subawards arises when an employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties, has a financial or other interest in or a tangible personal benefit from a non-federal entity considered for a subaward. The officers, employees, and agents of the non-federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from subrecipients or parties to subawards. However, pass-through entities may set standards for situations in which the financial interest is not substantial, or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the pass-through entity.
- h. The recipient must maintain written standards of conduct covering conflicts of interest.
- i. The non-federal entity must also maintain written standards of conduct covering organizational conflicts of interest.
- j. The recipient must have a system or systems in place to identify, address, resolve and disclose any conflicts of interest.
- k. The recipient must disclose any conflict of interest and the recipient's approach for resolving it within 10 calendar days of discovery of the conflict of interest.
- l. The recipient must insert the substance of this provision, including this paragraph, in all subawards.

16. RAA11. Prohibition of Assistance to Drug Traffickers (June 1999)

The recipient reserves the right to terminate this Agreement/Contract or take other appropriate measures of the Subrecipient/Contractor or a key individual of the Subrecipient/Contractor is found to have been convicted of a narcotic offense or to have been engaged in drug trafficking as defined in 22 CFR 140.

The full list of all of USAID Standard Provisions for US NGOs can be found in the link below:

<https://www.usaid.gov/sites/default/files/documents/303maa.pdf>