



USAID | NEPAL

FROM THE AMERICAN PEOPLE

REQUEST FOR PROPOSAL (RFP)
ISSUANCE DATE:

Friday, September 28, 2018

DEADLINE FOR RECEIPT OF
QUESTIONS:

Wednesday, October 10, 2018; 17:00 Nepal Time

RESPONSES TO QUESTIONS/RFP
AMENDMENT:

Friday, October 26, 2018

RFP CLOSING DATE:

Wednesday, November 14, 2018; 17:00 Nepal Time

Subject: USAID/Nepal Tayar Nepal- Improved Disaster Risk Management Project
Reference: Request for Proposal (RFP) No. 72036718R00005

The United States Government (USG), represented by the U.S. Agency for International Development Nepal mission (USAID/Nepal) seeks proposals from qualified companies and organizations interested in providing technical services for the project titled "Tayar Nepal- Improved Disaster Risk Management" as described in the attached solicitation. The applicable geographic code for this procurement is 937 and the North American Industry Classification System (NAICS) code is 541990.

USAID/Nepal anticipates awarding a hybrid cost-plus-fixed-fee (CPFF) completion and IDIQ contract as a result of this solicitation, covering an estimated period of five years for the IDIQ portion and three base years for the cost-plus-fixed-fee portion with one two-year option, subject to the availability of funds and satisfactory performance. The total estimated cost of the entire award (including options and supplemental technical assistance) is \$30 million- \$35 million. Offerors must propose realistic and reasonable costs for the work described in their proposal. USAID encourages the most effective approach for achieving the expected results.

This procurement will be conducted under full and open competition procedures, for which Federal Acquisition Regulation (FAR) Part 15 procedures for contracting by negotiation and trade-off process will apply. USAID encourages the participation to the maximum extent possible of small business concerns in this activity as a prime or subcontractor. USAID also encourages proposals that include partnerships of teams – prime and subcontractors – with regional or local partners.

To facilitate a prompt response, offerors must submit all questions and requests for clarification concerning this solicitation electronically by the due date indicated above to kathmanduoaexchange@usaid.gov. If USAID receives substantive questions that affect the solicitation or necessitates changes to the closing date, time, or other aspects of the RFP, USAID will amend this solicitation. The amendments made will be issued and posted on the Government-wide point of entry (GPE), the Federal Business Opportunities (FBO) website, located at <http://www.fedbizopps.gov>. Offerors are strongly encouraged to check the FBO website periodically as acknowledgement of any such amendments is required to accompany the offeror's proposal.

When submitting requests for clarification please make reference to the specific RFP as follows:

SUBJECT: 72036718R00005 USAID/Nepal Tayar Nepal- Disaster Risk Management Project
REFERENCE: 72036718R00005 Section ___, paragraph ___, page ___

U.S. AGENCY FOR INTERNATIONAL DEVELOPMENT
G.P.O. Box 295
U.S. Embassy, Maharajgunj
Kathmandu, Nepal
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USAID.gov/nepal

It remains the offeror's responsibility to ensure that it has downloaded and received the RFP in its entirety, including subsequent solicitation amendments, if any. USAID/Nepal bears no responsibility for data errors resulting from download, transmission, or conversion processes. Furthermore, offerors are advised to read the solicitation carefully. Block 12 of Standard Form (SF)-33 of this RFP requires that offers remain valid for 180 calendar days from the closing date.

All questions or requests for clarification must be received by Wednesday, October 10, 2018 no later than 17:00 Nepal Time and to the following email address: kathmanduoaexchange@usaid.gov. Offerors must NOT submit questions to any other USAID staff, including the technical office.

PROPOSAL DUE DATE

Proposals are due by Wednesday, November 14, 2018 by 17:00 Nepal Time. Proposals received after the closing date and time will be processed as late and handled in accordance with FAR 15.208(b). USAID/Nepal will only accept electronic submissions for this solicitation. Faxes are not acceptable.

Technical and cost proposals must be separate and must be submitted according to Section L of this solicitation. An electronic copy of the technical proposal in Microsoft Word or Adobe Acrobat PDF, and cost proposal in Microsoft Excel with workable calculations shown in the spreadsheet, printable spreadsheet formatted on letter size paper, and an electronic version of the narrative discussing the costs for each budget line, must be submitted to the following email address: kathmanduoaexchange@usaid.gov.

The subject line for every email must be formatted as follows:

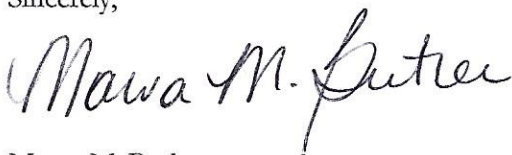
**USAID/Nepal Disaster Risk Management Project RFP 72036718R00005 *Offeror's Name*
TECHNICAL PROPOSAL EMAIL: 1 of XX.**

**USAID/Nepal Disaster Risk Management Project RFP 72036718R00005 *Offeror's Name*
COST PROPOSAL EMAIL: 1 of XX.**

Offerors are also instructed to pay careful attention to RFP **Section K** – "Representations, Certifications and Other Statements of Offerors." Offerors must comply with FAR 52.204-7, the System for Award Management (SAM) website, and complete the annual representations and certifications electronically at <https://www.sam.gov/portal/public/SAM/>.

Issuance of this solicitation neither obligates the USG to award a contract nor does it commit to pay for any costs incurred by the offeror in the preparation and submission of a technical proposal *or* oral presentation. Award will be subject to funds availability following the proper completion of required USAID internal processes and other internal USAID approvals.

Sincerely,



Marva M. Butler
Contracting Officer

SOLICITATION, OFFER AND AWARD

		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING		PAGE PAGES x of x			
2. CONTRACT NUMBER		3. SOLICITATION NUMBER 72036718R00005		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED		6. REQUISITION/PURCHASE NUMBER	
7. ISSUED BY Office of Acquisitions and Assistance (OAA) USAID/Nepal GPO Box 295 US Embassy, Maharajgunj Kathmandu, Nepal				CODE 72000		8. ADDRESS OFFER TO (If other than Item 7)			

NOTE: In sealed bid solicitations "offer" and "Offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in original and <u> N/A </u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried, in the depository located in _____ until _____ (Hour) local time _____ (Date)							
10. FOR INFORMATION CALL:		A. NAME		B. TELEPHONE (NO COLLECT CALLS) AREA CODE NUMBER EXT.		C. E-MAIL ADDRESS See Cover Letter	

11. TABLE OF CONTENTS See Attached Table of Contents

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X	B	SUPPLIES OR SERVICES AND PRICES/COSTS	4	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
X	C	DESCRIPTION/SPECS./WORK STATEMENT	7	x	J	LIST OF ATTACHMENTS	XX
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OFFER (Must be fully completed by Offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.									
12. In compliance with the above, the undersigned agrees, if this offer is accepted within <u> 180 </u> calendar days from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.									
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52-232-8)		10 CALENDAR DAYS (%)		20 CALENDAR DAYS (%)		30 CALENDAR DAYS (%)		CALENDAR DAYS (%)	
14. ACKNOWLEDGEMENT OF AMENDMENTS (The Offeror acknowledges receipt of amendments to the SOLICITATION for Offerors and related documents numbered and dated:		AMENDMENT NO.		DATE		AMENDMENT NO.		DATE	
15A. NAME AND ADDRESS OF OFFEROR		CODE		FACILITY		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)			
15B. TELEPHONE NUMBER AREA CODE NUMBER EXT.		<input type="checkbox"/> 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE				17. SIGNATURE		18. OFFER DATE	

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED		20. AMOUNT \$. 00		21. ACCOUNTING AND APPROPRIATION			
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(a) (_) <input type="checkbox"/> 41 U.S.C. 253(c) (_)				23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)		ITEM	
24. ADMINISTERED BY (If other than Item 7) Office of Acquisition and Assistance (OAA) USAID/Nepal GPO Box 295 U.S. Embassy, Maharajgunj Kathmandu, Nepal				25. PAYMENT WILL BE MADE BY TBD		CODE	
26. NAME OF CONTRACTING OFFICER (Type or print) Marva M. Butler				27. UNITED STATES OF AMERICA (Signature of Contracting Officer)		28. AWARD DATE	

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

SECTION B – SUPPLIES OR SERVICES AND PRICE/COSTS

B.1. PURPOSE

The purpose of the *Tayar Nepal - Improved Disaster Risk Management Project* is to strengthen Disaster Risk Management capacity and institutions in Nepal. The technical approach is twofold: supporting improved governance of the disaster management cycle at the national level while also strengthening implementation of disaster risk management activities at the municipal level.

B.2. HYBRID COST REIMBURSEMENT WITH IDIQ CLIN CONTRACT TYPE

This is a FAR 16.102(b) combination award consisting of Cost-Plus-Fixed-Fee (CPFF) completion type contract line items (CLINs 0001 and 0002) and a single-award Indefinite Delivery, Indefinite Quantity (IDIQ) line item (CLIN 0003).

Under the Cost Reimbursement Completion portion of the contract (CLIN 0001 and CLIN 0002), the Contractor must furnish all personnel, materials, equipment, supplies, facilities, services (except as expressly set forth in this contract as furnished by the Government) and perform all activities necessary for, or incidental to, the Statement of Work and other sections of the contract not specifically identified under CLIN 0003 as the IDIQ Supplemental Technical Assistance.

Under the IDIQ portion of the contract (CLIN 0003), the Contractor must furnish additional technical assistance arising out of or related to the completion portion of the contract, as required by Government-issued task orders. The services must be ordered in accordance with Section H.36 entitled “Ordering Supplemental Technical Assistance (CLIN 0003)” and the IDIQ clauses in Section I. As CLIN 0003 is part of this contract and not a stand-alone award, the Government is not required to state or order any minimum number of person-days as otherwise provided in FAR 16.504(a)(1). The other CLINs contained in this contract provide sufficient consideration to make this a legally binding contract, and the Government has no obligation to fund or order under this CLIN.

B.3. ESTIMATED COST, FIXED FEE, AND OBLIGATED AMOUNT

- (a) The total estimated cost for the performance of the work required hereunder, exclusive of fixed fee, if any, is \$_____. The fixed fee, if any, is \$_____. The estimated cost-plus fixed fee, if any, is \$_____.
- (b) The total estimated ceiling cost of CLIN 0001 (Base Years) is \$_____, inclusive of the fixed fee is \$_____.
- (c) The total estimated ceiling cost of CLIN 0002 (Option Years) is \$_____, inclusive of the fixed fee is \$_____.
- (d) The total estimated ceiling cost of CLIN 0003 (IDIQ CLIN) is \$_____, inclusive of the fixed fee is \$_____.

- (e) Within the estimated cost plus fixed fee amount specified in paragraph (a) above, the amount currently obligated and available for reimbursement of allowable costs incurred by the Contractor (and payment of fee, if any) for performance hereunder is as follows.

CLIN 0001	CLIN 0002	CLIN 0003	TOTAL

The Contractor shall not exceed the obligated amount unless authorized by the Contracting Officer pursuant to the clause of this contract entitled "Limitation of Funds" (FAR 52.232-22).

- (f) Funds obligated hereunder are anticipated to be sufficient through *[to be inserted at the time of award]*.
- (g) Any costs that exceed the obligated amount of the CLIN or total amount are unallowable.

B.4. CONTRACT LINE ITEM SCHEDULE

CLIN 0001		<i>Tayar Nepal</i> Program: Years 1-3	
	CLIN 0001a	Program Implementation	<i>TBD</i>
	CLIN 0001b	<i>Nepali Small Grants Fund</i> (Grants under Contract)	\$5,000,000
	CLIN 0001c	Indirect Costs	<i>TBD</i>
	CLIN 0001d	Fixed Fee	<i>TBD</i>
CLIN 0001 Total: (Total of CLIN 0001a-d)			<i>TBD</i>
CLIN 0002		Option Years 4 and 5	
	CLIN 0002a	Program Implementation	<i>TBD</i>
	CLIN 0002b	Indirect Costs	<i>TBD</i>
	CLIN 0002c	Fixed Fee	<i>TBD</i>
CLIN 0002 Total: (Total of CLIN 0002a-c)			<i>TBD</i>
CLIN 0003		Supplemental Technical Assistance	
	CLIN 0003a	Supplemental Technical Assistance	<i>TBD</i>
CLIN 0003 Total: (Total of CLIN 0003a)			<i>TBD</i>
TOTAL AWARD AMOUNT:			<i>TBD</i>

B.5. FIXED FEE (CPFF)

Pursuant to FAR 16.306(d), the fixed fee payable under CLIN 0001 and CLIN 0002 is tied to the accomplishment of the deliverables outlined in Sections C and F that are specified in Table 1 below.

Upon successful achievement of the deliverable, the Contractor shall provide evidence of the achievement to the Contracting Officer's Representative and the Contracting Officer. Upon acceptance by USAID and receipt of approval from the Contracting Officer, the Contractor shall submit an invoice for the amount of the fee associated with the deliverable.

The contractor will be paid the amount of fee specified for each denoted performance objective, deliverable or output set forth in the table below upon acceptance by the Contracting Officer's Representative (COR). Because the clause entitled "Allowable Cost and Payment" (FAR 52.216-8) is incorporated into the RFP and applicable to this order, the terms and conditions of this clause apply after total payments of fixed fee reach eighty-five percent (85%) of the total fixed fee.

Table 1 – Fixed Fee Payment Schedule
[Amount of fee to be filled by offerors and results to be filled in by offerors where indicated below]

#	Performance Objective/Deliverable/Output	Reference	Amount(\$)
1	Co-Creation Work Planning Conference held	F.6.2.1	\$_____
2	Year 1 Work Plan approved	F.6.1.1	\$_____
3	Monitoring, Evaluation & Learning Plan approved	F.6.1.2	\$_____
4	Grants under Contracts Manual approved	F.6.1.3	\$_____
5	Gender and Social Inclusion Analysis approved	F.6.2.2	\$_____
6	Baseline Data collected and Analysis Report submitted and approved	F.6.1.10	\$_____
7	Capacity Needs Assessment and Development Plan conducted and approved	F.6.2.3	\$_____
8	Year 1 Political Economy Analysis conducted	F.6.1.9	\$_____
9	Partner municipalities identified and methodology for Risk sensitive land use planning finalized	C.4.1.2	\$_____
10	National level disaster simulation exercises successfully conducted in Year 2	C.4.1.1	\$_____
11	Year 2 Political Economy Analysis conducted	F.6.1.9	\$_____
12	Risk Sensitive Land Use Plan conducted in each project municipality	F.6.2.4	\$_____
13	Municipality Disaster Risk Management Action Plan developed in project municipalities	F.6.2.5	\$_____

14	At least one disaster addressing intervention implemented per project municipality in Year 2	C.4.1.2	\$ _____
15	Year 3 Political Economy Analysis conducted	F.6.1.9	\$ _____
16	National level disaster simulation exercises successfully conducted in Year 3	C.4.1.1	\$ _____
17	At least one disaster addressing intervention implemented per project municipality in Year 3	C.4.1.2	\$ _____
18	Year 4 Political Economy Analysis conducted	F.6.1.9	\$ _____
19	National level disaster simulation exercises successfully conducted in Year 4	C.4.1.1	\$ _____
20	At least two disaster addressing intervention implemented per project municipality in Year 4	C.4.1.2	\$ _____
21	Year 5 Political Economy Analysis conducted	F.6.1.9	\$ _____
22	National level disaster simulation exercises successfully conducted in Year 5	C.4.1.1	\$ _____
23	At least two disaster addressing intervention implemented per project municipality in Year 5	C.4.1.2	\$ _____
24	Capacity of local grant recipients assessed	C.4.1.1	\$ _____
25	Endline Data collected and Analysis Report submitted and approved	F.6.1.10	\$ _____
26	Final Report Approved	F.6.1.12	\$ _____

B.6. LEVEL OF EFFORT, FIXED FEE (IDIQ) AND OTHER DIRECT COST LIMITATIONS (CLIN 0003)

- a. In performing Government orders for Technical Assistance under CLIN 0003, the Contractor is obligated to provide up to a maximum of 3,000 person-days.
- b. The fee set forth in B.3.d is based upon furnishing the level of effort specified in B.6.a. The total estimated cost and fixed fee will be established in the individual Government issued Task Order and will not exceed the amounts set forth in Section B.3.d.
- c. The estimated cost of this CLIN includes estimates for materials, equipment, subcontracts, travel and training required for performance of the total amount of work that can be ordered by the Government under this CLIN during the life of the contract. The amount of ordered Other Direct Costs will not exceed 20% of the total estimated cost of the CLIN 0003.

B.7. INDIRECT COSTS (CPFF)

Pending establishment of revised provisional or final indirect cost rates, allowable indirect costs shall be reimbursed on the basis of the following negotiated provisional or predetermined rates and the appropriate bases:

Description	Rate	Base	Type	Period
	%	1/	1/	1/
	%	2/	2/	2/
	%	3/	3/	3/

1/Base of Application:
Type of Rate: Period:

2/Base of Application:
Type of Rate: Period:

3/Base of Application:
Type of Rate: Period:

Note: The Contractor is allowed to recover applicable indirect costs (i.e., overhead, G&A, etc.) on other direct costs (ODCs), if it is part of the Contractor’s usual accounting procedures, consistent with FAR Part 31, and Negotiated Indirect Cost Rate Agreement (NICRA).

B.8. CANCELLATION CEILING

CLIN 0001 is considered non-severable, and is therefore a multi-year contract as defined in FAR 17.103. Therefore, this Contract is subject to the requirements of FAR 17.106.

Cancellation Dates:

Contract Year 2:	March 29, 2020
Contract Year 3:	March 29, 2021
Contract Year 4:	March 29, 2022
Contract Year 5:	March 29, 2023

Cancellation Ceiling:

This hybrid contract contains a CPFF completion type portion where the Contractor is authorized to be reimbursed for all costs which are allowable in accordance with FAR 52.216-7, “Allowable Costs and Payment.” Therefore, the contractor is expected not to incur any costs which would have been amortized over the life of the Contract should the contract be cancelled in accordance with FAR 52.217-2. Therefore, the cancellation ceiling for each cancellation date is [TBD- to be inserted at time of award].

[END OF SECTION B]

SECTION C- DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

C.1 TITLE OF PROGRAM

The title of this program is *Tayar Nepal- Improved Disaster Risk Management*.

C.2 PURPOSE

The objective of this five-year *Tayar Nepal* activity is to *strengthen disaster risk management capacity and institutions in Nepal* in a way that is inclusive, makes use of known best practices and technological interventions, and is adaptive to changing circumstances. The support provided in this project will help the GON achieve its goal of more disaster resilient development. The technical approach is twofold: supporting improved governance of the disaster management cycle at the national level while also strengthening implementation of disaster risk management activities at the municipal level.

C.3 BACKGROUND

C.3.1 IMPACT OF NATURAL DISASTERS

Nepal is prone to a myriad of natural disasters including floods, landslides, fires, earthquakes and disease outbreaks. Lying athwart the Main Himalayan Thrust (MHT) fault line caused by the collision of the Indian and Eurasian tectonic plates, the potential impact of earthquakes on Nepal cannot be understated. The 2015 Gorkha earthquake and its aftershocks caused over \$7 billion¹ in losses and damages and killed nearly 9,000 people. At 7.8 on the moment magnitude scale, the earthquake is considered a major seismic event, however, the timing of the quake likely reduced casualties and the tremor only broke a part of the MHT, a small portion of the larger Himalayan arc. Scientists forecast that larger earthquakes, potentially exceeding 9 in magnitude, will strike Nepal in the future.²

In addition to earthquakes, Nepal faces seasonal monsoon (June to September) flooding and landslides that kill an average of 300 people per year. An economic assessment of historical information on floods and landslides between 1983 and 2010 revealed the direct economic cost of water-induced disasters was equivalent to approximately 1.5 percent of annual Gross Domestic Product (GDP), averaging \$270 million per year (2013 dollars). Major events have much higher costs of up to five percent of GDP or more and significantly hinder growth prospects for years in the future. Indirect effects from these disasters include business disruption and lost wages. Other disasters, such as drought, fire, and glacial lake outburst flooding are also significant risks for Nepal.

Since 2005, around 35 disaster events (floods, landslides and earthquakes) have affected approximately 7.8 million people and killed more than 10,000 people. In 2008, Nepal faced some of the worst recorded floods with multiple incidents of flooding and landslides affecting more than 250,000 people. In August 2014, heavy rainfall caused floods and landslides across 17 districts killing 134 people and affecting over 45,000 families. Four districts of Nepal's Mid-Western Region witnessed the most

¹ National Planning Commission, Post-Disaster Needs Assessment, 2015

² Robinson, et al., "Modeling Earthquake Disaster Risk to Aid Humanitarian Contingency Planning" Durham University, 2017. Also, according to the U.S. Geological Survey (USGS), there is an approximately 1-in-20 chance that a magnitude of 8.5 to 9 earthquake will occur within the next 30 years along the central gap (the portion of the fault that was affected in 2015). Moderately large earthquakes such as the Gorkha earthquake, with magnitudes close to 8, will occur more frequently in Nepal, with a roughly 1-in-3 chance over the next 30 years.

severe devastation with nearly 29,000 affected families and 28,000 damaged houses.³ Floods during the 2017 monsoon killed 149 people and displaced approximately 92,000 families.⁴ Over the period of 1971 to 2006⁵, floods, landslides, fires, and earthquakes had a greater economic impact than disease outbreaks during the same period. Also between 1971 and 2006, floods alone had affected more than 3.3 million people, and the 2015 Gorkha earthquake is estimated to have caused damages and losses valued at more than one-third of annual GDP.⁶

Disaster Effects by Type of Disaster in Nepal, 1963 - 2016

Type of Disaster	Number of Events	Estimated Damages (USD at time of event)	Total Affected Population	Number of Deaths
Drought	6	\$ 10,000,000	4,903,000	-
Earthquake	7	\$ 5,480,000,000	6,372,100	9,865
Epidemic	20	\$ -	174,797	4,568
Extreme temperature	7	\$ 123,000	25,210	217
Flood	45	\$ 421,232,000	3,806,043	6,871
Landslide	25	\$ 15,000,000	443,130	2,033
Storm	7	\$ 3,600,000	359	180
Wildfire	3	\$ 6,200,000	54,000	99
Grand Total	120	\$ 5,936,155,000	15,778,639	23,833

Source: Centre for Research on the Epidemiology of Disasters, Emergency Events Database (<http://www.emdat.be/database>, last accessed October 12, 2017)

Disaster impacts in Nepal are not limited to loss of life and economic losses. While data describing the social and development impacts of disasters are inconsistently recorded, the 2015 earthquake provides some insights into the non-economic impacts of natural disasters in Nepal. Information collected in the wake of the earthquake indicated that emergency conditions and the destruction of health infrastructure resulted in a high rate of undernutrition affecting approximately 250,000 children from the ages of six months to 59 months, and 135,000 pregnant and lactating women in the 14 districts most affected by the earthquake.⁷ In addition, while comprehensive data is not available, research indicates that school enrollment and attendance were negatively impacted by the earthquake.⁸

Nepal has made steady development progress and met three out of eight Millennium Development Goals⁹; however, the impacts of natural disasters continue to slow and threaten to derail this progress. According to The World Bank estimates, the 2015 Gorkha earthquake caused more than 700,000

³ UN OCHA Emergency Response Preparedness Package (https://www.humanitarianresponse.info/system/files/documents/files/npl_bkgd_emerg-resp-plan_2015.pdf, last accessed October 24, 2017)

⁴ Nepal Red Cross Society, September 8, 2017

⁵ National Strategy for Disaster Risk Management in Nepal, March 2008. (<http://www.nrccs.org/sites/default/files/pro-doc/NSDRM%20Nepal.pdf>, last accessed October 12, 2017)

⁶ Page XIV, Post-Disaster Needs Assessment; Volume A: Key Findings, Government of Nepal, 2015

⁷ PDNA, pg. 9

⁸ Center on Conflict and Development at Texas A&M University, "The Impact of Natural Disaster on Childhood Education: Evidence from Nepal" (<http://condevcenter.org/wp-content/uploads/2016/06/Policy-Brief-Impact-of-Natural-Disaster-on-Child-Education.pdf>, last accessed November 28, 2017)

⁹ MDG Overview for Nepal (<http://www.np.undp.org/content/nepal/en/home/post-2015/mdgoverview.html>, last accessed September 12, 2017)

Nepalis to fall back below the poverty line¹⁰, a substantial blow for a country that had reduced extreme poverty from 46 to 15 percent over the past two decades. While the earthquake caused the most economic losses and loss of life of any single disaster, annual monsoon-related flooding and landslides often cause greater damage in a concentrated area and contribute to a cycle of vulnerability where those who cannot rebuild safely are continually placed at risk to future disasters.

C.3.2 CHALLENGES AND OPPORTUNITIES

USAID/Nepal has identified several factors that exemplify the challenges and opportunities toward improving disaster risk management in Nepal.

(1) Nepal lacks sufficient systems, institutions, legal framework, and human capacities to adequately address the risks posed by disasters; yet new legislation aiming to improve Nepal's DRM legal framework presents an opportunity to work with the GON to institute critical changes.

Nepal has a complicated and incomplete legal framework, comprising of more than a dozen different acts that assign disaster management roles and responsibilities to different Government of Nepal (GON) entities, and resulting in inefficiencies and confusion during and after disaster events.

Until late 2017, the Natural Calamity Relief Act 2039 of 1982 was the primary legal instrument addressing disasters in Nepal. However, the Act was limited to disaster response leaving ambiguous mandates for other parts of the disaster management cycle such as disaster mitigation and reconstruction¹¹. Following widespread flooding in 2008, the government, with substantial support from the international community, formulated the National Strategy for Disaster Risk Management (NSDRM) in 2009. NSDRM focused on building institutional capacities, assessing risk factors, installing early warning systems, developing a culture of disaster resilience, and improving preparedness and coordination for effective responses. It remains the principal framework for disaster response.

In September 2017, the Act to Amend and Consolidate Laws Concerning Disaster Risk and Management, also known as the Disaster Risk Reduction and Management (DRRM) Act 2074 (2017), formally replaced the 1982 Natural Calamity Act. This act includes the establishment of a National Disaster Management Authority (NDMA) and articulates intent to more holistically¹² address the full disaster management cycle through the NDMA and other new structures. Many aspects of the NDMA's powers and authorities remain vague and are to be determined through regulation and bylaws making its future role in disaster risk management uncertain. The NDMA will reside within the Ministry of Home Affairs (MOHA), which has historically focused on disaster preparedness and response thus highlighting the uncertainty of NDMA's mandate for risk mitigation and reconstruction.

In association with GON commitments under the Sendai Framework for Disaster Risk Reduction (see Section C.3.5 below for more details on Sendai), the GON is in the final stages of developing a

¹⁰ PDNA, pg. XVI

¹¹ USAID envisions the disaster management cycle as composed of four phases: Mitigation - reducing the likelihood that a natural disaster will cause harm; Preparedness - preparing for a natural disaster; Response - immediate, life-saving humanitarian response in the wake of a natural disaster; and Recovery (including Reconstruction) - the longer term physical, economic and social rebuilding to bring populations back to the level they were at prior to the event. Also, please see the graphic in Section C.3.6.

¹² A holistic approach to DRM is one that incorporates all four-phases of the disaster risk management cycle: mitigation, preparedness, response, and recovery. See Section C.3.6

National Disaster Risk Reduction (DRR) Policy and Strategic Action Plan, which builds from the NSDRM of 2009 and provides a road map for all sectors to prepare sector-specific DRR programs and formulate the policies necessary for mainstreaming DRR into national development processes.

Following the 2015 earthquake, the need for legislation governing disaster recovery and reconstruction as well as a more comprehensive approach to disaster risk reduction was underscored. Eight months after the earthquake, the GON approved the Earthquake Affected Infrastructure Reconstruction Act, 2072 (2015), which established the National Reconstruction Authority (NRA) and provided a legal basis for Nepal's reconstruction program. The NRA has developed substantial policy and implementation guidance for large scale reconstruction in the wake of the earthquake. However, the NRA has a time-limited mandate (expiring in 2020) and it remains unclear which government body may take on the mandate for reconstruction or how this experience will translate to improved recovery and reconstruction for future disasters.

While there were numerous disaster preparedness and response success stories stemming from the 2015 Gorkha earthquake, the event highlighted significant gaps in the fundamental ways in which Nepal has addressed disaster risk management. In the most-affected districts, approximately 77% of residential buildings were destroyed¹³ from what was considered a strong, but not catastrophic, magnitude quake. While earthquakes of similar magnitude have struck developing countries¹⁴ in recent years, the number of damaged or destroyed buildings was significantly higher in Nepal, suggesting the need for improved and enforced building codes and land use planning.

(2) Nepal is one of the least urbanized yet most rapidly urbanizing countries in Asia.¹⁵

While the 2011 census put the urban population at 17.1% of the population¹⁶, a reclassification of subnational governments in 2014 raised the urban population to nearly 40% of the population.¹⁷ This percentage is misleading as many urban municipalities in Nepal have a small urbanized nucleus, large areas of peri-urban expansion and outlying rural areas. The sprawling character of Nepal's municipalities also makes service delivery - including disaster mitigation, response, and recovery services - a challenge for municipal authorities. Under recent changes to the structure of government, the number of "urban" municipalities has increased to 263, further exacerbating the challenges faced by local governments.

Labor migration is the primary factor driving Nepal's high urbanization rate of 5.3 percent.¹⁸ This high rate of urban expansion, compared to approximately 1.1% for South Asia overall¹⁹, has not been met with adequate resources for a subsequent expansion of infrastructure and services in urban areas,

¹³ National Reconstruction Authority MIS (<https://ehrpmis.nra.gov.np/>, last accessed October 12, 2017)

¹⁴ **Pakistan (2005)**: 7.6 magnitude, 73,000 deaths, 600,000 buildings destroyed; **Haiti (2010)**: 7.0 magnitude, 230,000 deaths, 293,000 buildings destroyed; **Nepal (2015)**: 7.8 magnitude, 9,000 deaths, 750,000 houses, 8,200 public schools, and 1,127 public health facilities destroyed.

¹⁵ Nepal's 5-year average urbanization rate is 3.2%; 67th out of 261 countries with available data and above the South Asia rate of 2.6%. (https://data.worldbank.org/indicator/SP.URB.GROW?year_high_desc=true)

¹⁶ Ministry of Urban Development (2017). National Strategy on Urban Development

¹⁷ Ibid.

¹⁸ Ibid.

¹⁹ Ellis, Peter and Roberts, Mark, "Leveraging Urbanization in South Asia: Managing Spatial Transformation for Prosperity and Liveability" The World Bank, 2016, (<https://openknowledge.worldbank.org/bitstream/handle/10986/22549/9781464806629.pdf>, accessed May 15, 2018)

further taxing existing infrastructure. For example, the high profile Melamchi water project was initiated nearly two decades ago when the Kathmandu valley's population was considerably smaller. The project is expected to provide 170 million liters per day, while current demand is now rising quickly past 360 million liters per day.²⁰ It is estimated that the GON faces a \$9 billion shortfall in meeting the infrastructure needs of its municipalities.²¹

Poor planning and insufficient investment in infrastructure increase urban vulnerability. Rapid urbanization has shrunk the open spaces required for effective and efficient management of air- and water-related environmental problems. Increased building and population density has exacerbated existing vulnerabilities to natural hazards, and poor adherence to building codes and land use regulations have created new hazards throughout urban Nepal. These hazards disproportionately affect traditionally marginalized groups, including ethnic minorities and persons with disabilities, who are more likely to live in informal urban settlements.

These vulnerabilities are particularly acute in the peri-urban and rural areas that have been annexed as urban municipalities with expanded borders. While construction in the core of urban areas has, at least by law, been required to follow the Nepal National Building Code, construction in these newly "urban" areas has not faced any regulatory review. These non-engineered structures faced the highest levels of structural failure during the 2015 earthquake and continue to represent a major vulnerability in the increasingly dense fringes of urban municipalities. Similarly, infrastructure development has remained focused on the urban cores of municipalities while peripheral areas have had almost no planning or investment.

(3) Nepal's recent state restructuring and implementation of local democracy under the rubric of "federalism" presents both an opportunity and a challenge for safer communities and improved disaster management. The implementation of federalism presents a unique opportunity to revisit local disaster management structures and explore new structures that empower those nearest to the disaster while also filling critical gaps in authorities and responsibilities.

Until local elections and the implementation of federalism in 2017, local level disaster response was the responsibility of the District Disaster Relief Committee (DDRC). Led by the Chief Development Office (CDO), these committees brought together local government officials, members of the security forces, the Nepal Red Cross and local and international non-governmental organizations (INGO) to address the needs of local communities in the wake of natural disasters. DDRCs have also had a role in supporting preparedness activities such as disaster response exercises, but in general they have only acted as emergency bodies without mandates for mitigation or reconstruction activities.

Under the new federal structure, the recently passed Local Level Governance Act shifts the responsibility for disaster response and risk reduction to the *gaunpalika* (rural municipality) and *nagarpalika* (urban municipality), while eventually dissolving the existing district structures; however, it is unclear whether the rural and urban municipal level government officials will have the capacity to manage disasters or will be the most effective level of government to house disaster management functions.

²⁰ Awale, Sonia "Not Enough for Everybody" Nepali Times, 25-31 August, 2017 #873, (<http://nepalitimes.com/article/nation/Melamchi-water-not-enough-for-everyone,3899>, accessed October 12, 2017)

²¹ Ministry of Urban Development (2017). National Strategy on Urban Development

Low capacity and unfamiliarity with disaster management approaches and principles, particularly in rural and remote areas, will likely hamper the ability of local governments to prepare for and respond to disasters. With few training resources for newly elected government officials, issues such as disaster management will likely **not** be a priority since inexperienced officials will also need to learn core governance functions such as budget formulation and human resource management. Nevertheless, a Political Economy Analysis in early 2018 found that some newly elected municipal leaders believe they have the mandate and are already taking actions to move forward on disaster management. In particular, larger urban municipalities have the staff and basic understanding of disaster-related issues.

Confusion about the roles and responsibilities of local governments will likely remain for a while with both districts and municipalities both having roles in disaster response. Currently, a hybrid structure, with districts and municipalities both having roles in disaster response, seems to operate in most areas but is largely untested. It appears that district level bodies will persist for some time as municipalities slowly gain the capacity to manage disasters.

(4) Young Nepalis exhibit an increased sense of activism and dynamism.

Since the 2006 democracy movement, youth in Nepal have demonstrated their eagerness to contribute to the development of their country through small scale, often spontaneous actions. Following the 2015 earthquake, a number of students and young entrepreneurs contributed to disaster relief with their time, expertise, and money. Youth have been quick to adopt digital technologies and other innovative approaches, but overall many relief efforts by youth have been uncoordinated and hampered by strict government policies.

Like many other sectors of Nepali society, youth have a high awareness of disaster-related issues (see below), often due to their experiences during the earthquake, but have not been able to turn this awareness into action. Clear information on actions that can be taken and their benefits could serve to catalyze locally-grown action among youth.

(5) Academic institutions in Nepal have programs that promote DRM and are looking for opportunities for their students and graduates to contribute to a safer Nepal.

Several academic institutions in Nepal are beginning to establish courses of study and research around disaster risk management. At least one institution specializes in the field and others offer Masters-level degrees through their engineering or other programs. Graduate students often spend a portion of their time in the field, and thesis topics have covered a variety of topics, including risk assessment, capacity/vulnerability assessment, and risk management. At the moment, graduates most often pursue jobs with nongovernmental organizations (NGO). Further professionalization of the field could encourage job opportunities with municipalities, other government entities involved in DRM, and the private sector.

A challenge to the development of new jobs for graduates in the disaster risk management sector is the lack of practical experience that most recent graduates have. A number of institutions have sent students for fieldwork, but this work has often been mostly academic in nature or divorced from private sector activities. Still, due to reconstruction needs and the growing construction sector, there is increased demand for qualified entry-level engineers and other professionals.

- (6) *The private sector has shown interest in certain aspects of disaster risk management, but their poor understanding of risks and uncertainty regarding appropriate mitigating actions hampers more extensive involvement.*

Many businesses in Nepal have integrated corporate social responsibility (CSR) and philanthropic activities into their day-to-day operations. The conscientiousness of social responsibility - induced in large part by government regulations mandating that businesses spend a minimum of one percent of annual profits on corporate social activities- has spurred private sector entities to engage in disaster management. However, most businesses display a blind spot to disaster risk and therefore see their role in disaster management as providing immediate relief and response either as part of government-mandated CSR activities or because of cultural and religious reasons. While some private sector companies and representatives of private sector associations have expressed interest in supporting the broader aspects of disaster management, the absence of a national private sector engagement framework on DRM poses a challenge for obtaining significant private sector involvement in a DRM program. Yet population trends, along with growing broadband and smartphone penetration, and a rapid move toward digitalization, present opportunities to leverage the telecommunication-finance-insurance triad to mainstream disaster risk management in urban and rural communities.

- (7) *The 2015 earthquake raised awareness across the country about a number of natural disaster risks, but lack of information about specific actions to take remains a challenge.*

In analyses conducted during the design of this project, it was often stated that Nepalis believe that everything is in the hands of God and thus there is little an individual can do to prevent tragedy - what is sometimes called *Ke Garnae* or a culture of enduring. Yet, a basic understanding of the risk of natural disasters and steps one can take to reduce that risk is beginning to take hold in Nepal and there is a higher level of public attention to DRM.

Among private enterprises, there is a general sense of wanting to be involved in reducing disaster risk, but a poor understanding of what that entails.

Thus, an objective of *Tayar Nepal* will be to develop a comprehensive and targeted awareness and citizen engagement program that will increase knowledge *and spur action* within the general public, government officials, and the private sector about disaster risks and the actions that can be taken to address them.

C.3.3 RELATIONSHIP TO CDCS AND OTHER US GOVERNMENT PROGRAMS

Following the 2015 earthquakes, USAID/Nepal approved a Transition Objective amendment to the Country Development Cooperation Strategy (CDCS) FY 2014-2018. This Transition Objective [TO or Development Objective 4 (DO4)] identifies strengthened disaster risk management and successful reconstruction of both residential and public infrastructure as critical to reaching the objective of a “Post-earthquake Nepal rebuilt to be disaster resilient and well-positioned for sustainable development.” *Tayar Nepal* directly responds to the DO4 Intermediate Result 4.2: “Disaster Risk Management strengthened.” *Tayar Nepal will focus on* the two Sub IRs:

- Disaster risk management capacity deepened; and
- Disaster risk management institutions and systems strengthened.

While the majority of the effort of the activity will be under IR 4.2, *Tayar Nepal* may also contribute towards achieving IR 4.1: “Critical infrastructure sustainably reconstructed.”

In addition to *Tayar Nepal*, USAID/Nepal anticipates other activities under DO4 will focus on partnering with the private sector in order to address key gaps in the products and services available in Nepal to address disaster risk.

Resilience and Disaster Risk Reduction are also cross-cutting themes under USAID/Nepal’s Country Development Cooperation Strategy (CDCS) and U. S. Embassy Kathmandu’s Integrated Country Strategy (ICS). USAID/Nepal Development Objectives such as More Inclusive and Effective Governance, Inclusive and Sustainable Economic Growth to Reduce Extreme Poverty, and Increased Human Capital all have areas of overlap with the activities under *Tayar Nepal*. There are a host of activities planned and currently being implemented under other DOs which have disaster risk management components. The Contractor should make every effort to learn from these activities and incorporate successful approaches into *Tayar Nepal*. While many of these activities are located in rural areas, where activities are co-located or adjacent (i.e. within the same watershed, exposed to the same natural hazards, etc.), *Tayar Nepal* will coordinate with these activities on areas of shared interest.

The new USAID/Nepal governance activity, *Sajedhari* - Support to Federalism, will provide technical assistance to the GON in transitioning from a unitary state to a federation of provinces with more effective, accountable, responsive, and inclusive local governance. This activity will complement and support attainment of *Tayar Nepal*’s objective. This project will be implemented at the national level and in Province Seven. While the exact activities of *Tayar Nepal* will be defined through the procurement and implementation process, it is expected that *Tayar Nepal* will collaborate very closely with *Sajedhari*, particularly if located in the same municipalities.

USAID is also funding the Public Financial Management Strengthening Project (PFMSP) in Nepal which began in 2016 for a planned five year period. The goal of the PFMSP is to enhance the financial management capacity of Nepalese government institutions at the national level and in the more than 750 new municipalities and seven new provinces. Activities include a training of trainers program for approximately 150 persons who will then conduct district level training for municipal government representatives in each district. A component of the project also includes setting up a center in Kathmandu to provide follow-on technical support through the end of the project.

USAID’s Office of U.S. Foreign Disaster Assistance (USAID/OFDA) has been active in Nepal for over 20 years. OFDA has responded to numerous major disasters in country including the 2015 earthquake, where, in support of the Mission, they provided over \$33 million in life-saving humanitarian assistance. Since 2002, OFDA has also invested over \$13 million into disaster mitigation and preparedness in Nepal. OFDA activities have worked to improve community first responder training, manage open spaces in cities for use in the event of an emergency, establish flood early warning systems, retrofit school buildings, invest in landslide mitigation, and invest heavily in the implementation of Nepal’s building code. *Tayar Nepal* aims to incorporate important lessons learned from implementation of these projects and build upon years of OFDA investment in a manner that will affect change on a systems level. *Tayar Nepal* activities will be implemented in close coordination with OFDA’s disaster mitigation and preparedness programs.

U.S. Embassy Kathmandu’s Office of Defense Cooperation (ODC)’s primary goal is to support improved institutional capacity of the Ministry of Defense and the Nepal Army. As part of these

efforts, ODC prioritizes support to disaster risk reduction and response by the Nepali military - typically the nation's first responders in a disaster event.

C.3.4 OTHER DONOR PROGRAMS

There has been significant investment by donors in various aspects of DRM in Nepal from flood early-warning systems to a humanitarian staging area at Tribhuvan International Airport to support to community-based disaster risk reduction activities. There is considerable potential for *Tayar Nepal* activities to be informed by current and past activities in the sector. The programs listed here are closely aligned with the goals of *Tayar Nepal*, but are not the only programs which work in these areas. The Contractor is expected to conduct their own research to understand the DRM approaches that have worked in Nepal and that may be applicable to the *Tayar Nepal* activity.

The UK Department for International Development (DFID) has recently started a 7 year urban resilience program. This program aims to strengthen disaster resilience in Nepal, particularly to earthquakes, by working with urban centres to build and plan more safely; supporting the strengthening of critical public infrastructure to earthquakes; working to strengthen national capacity to respond to crises and ensure that the international community is prepared; and ensuring that the UK is able to support a humanitarian response should a crisis hit ²²

The Japanese International Cooperation Agency (JICA) has invested heavily in mapping risks in the Kathmandu Valley and has worked with the local governments in the valley to improve disaster resilience through the Kathmandu Valley Resilience Plan. The project is working to plan and prioritize DRR actions in the municipalities of the Kathmandu Valley and invest in priority actions.

Given the limited number of municipalities that USAID will be present in, the Contractor must ensure that its activities do not duplicate other donors efforts and, if they are co-located, that their programs work together to achieve DRM goals. In addition, the Contractor should look for opportunities to leverage work completed by other programs as well as for opportunities to replicate successes of *Tayar Nepal* through the work of other donors and the GON.

C.3.5 THE SENDAI FRAMEWORK

Tayar Nepal will contribute to both the US's and Nepal's commitments made under the Sendai Framework for Disaster Risk Reduction²³. The Sendai Framework is a 15-year non-binding agreement which recognizes that the state has the primary role to reduce disaster risk but that responsibility should be shared with other stakeholders including local government and the private sector. It aims for "the substantial reduction of disaster risk and losses in lives, livelihoods and health and in the economic, physical, social, cultural and environmental assets of persons, businesses, communities and countries."

The Sendai Framework sets four specific priorities for action:

1. Understanding disaster risk;
2. Strengthening disaster risk governance to manage disaster risk;

²² <https://devtracker.dfid.gov.uk/projects/GB-GOV-1-300003>

²³ Sendai Framework for Disaster Risk Reduction, 2015-2020. <http://www.unisdr.org/we/coordinate/sendai-framework>

3. Investing in disaster risk reduction for resilience;
4. Enhancing disaster preparedness for effective response, and to "Build Back Better" in recovery, rehabilitation and reconstruction.

Tayar Nepal will focus on all four of the Sendai priorities in an effort to strengthen Nepal's Disaster Risk Management system in a more holistic manner and to strengthen international commitments to more disaster resilient development. In addition to the Sendai Framework, other international commitments have been made for improved disaster risk management. The World Humanitarian Summit, a meeting convened by United Nations Secretary-General Ban Ki-moon in 2016 to generate commitments to reduce suffering and deliver better assistance for people caught in humanitarian crises, resulted in commitments to better understand and to act earlier on disaster risks; to increase investment in resilient communities; and to overcome humanitarian-development divides. During the summit, the GON reiterated their commitment to the Sendai Framework when Deputy Prime Minister Mr. Kamal Thapa addressed the summit's roundtable on natural disasters and climate change and cited the need to build community resilience and that preparedness is critical to minimizing risk and future damage.²⁴

C.3.6 THE DISASTER MANAGEMENT CYCLE

The disaster management cycle is the ongoing process whereby governments (including military) and civil society plan for and reduce the impact of disasters, react during and immediately following a disaster, and take steps to recover after a disaster has occurred.



There are variations to the cycle but the most common version is a four-phase disaster risk management cycle as follows:

- **Mitigation:** involves implementing measures for preventing future threat of disaster and/or minimizing the damaging effects of unavoidable threat. It requires hazard risk analysis and the application of strategies to reduce the likelihood that hazards become disasters, such as flood-proofing homes or having disaster insurance, following safety standards of building codes and materials. This phase (and the whole disaster management cycle), includes the shaping of

²⁴ Statement by the Government of Nepal to the roundtable on "Natural Disasters and Climate Change."
(http://agendaforhumanity.org/sites/default/files/resources/2017/Jul/Statement_by_the_Government_of_Nepal_RT6.pdf)

public policies and plans that either modify the causes of disasters or mitigate their effects on people, property, and infrastructure.

- **Preparedness:** preparedness efforts include plans or preparations made in advance of an emergency that help individuals and communities get ready to either respond or to recover. It aims to achieve a satisfactory level of readiness to respond to any emergency situation through programs that strengthen the technical and managerial capacity of governments, organizations, and communities. These measures can be described as logistical readiness to deal with disasters and can be enhanced by having response mechanisms and procedures, drills and exercises, developing long-term and short-term strategies, public education and building early warning systems. The preparations may include the stocking of reserve food and water, the gathering and screening of willing community volunteers, or citizens education & evacuation plans, holding disaster drills, and installing smoke detectors, mutual aid agreements, development of hospital disaster plans, emergency medical service plans, etc.
- **Response:** Disaster response work includes any actions taken in the midst of or immediately following an emergency, including efforts to save lives and to prevent further property damage. Ideally, disaster response involves putting already established disaster preparedness plans into motion. It's what the public typically thinks of when imagining a disaster: Flashing lights, evacuation, search and rescue, and sheltering victims. Healthcare and psychosocial intervention response starts here. The focus in the response phase is on meeting the basic needs of the victims. This phase may overlap with the recovery phase. Often the phase between response and full scale recovery and reconstruction – when both are occurring at the same time—is termed “early recovery”. While this is the phase the most people think of when they discuss disasters, this phase relies heavily on engagement during the other phases.
- **Recovery:** Recovery involves restoring, rebuilding, and reshaping the impacted area. It starts after damages have been assessed and adequate response effort is achieved and on-going. It involves actions to return the affected community to its pre-disaster state or better. As the emergency is brought under control, the affected population is capable of undertaking a growing number of activities aimed at restoring their lives and the infrastructure that supports them. The component of recovery that focuses on rebuilding damaged infrastructure is often called Reconstruction. Recovery activities continue until all systems return to normal or better. These measures, both short and long term, aim to return vital life-support systems to minimum operating standards; such as housing, public information, health and safety education; continued health monitor and care, reconstruction of vital facilities; counseling programs; grants, and may include economic impact studies.

In reality, there is no clear distinct point in time at which these four phases change throughout the cycle. For example, recovery can start when the response phase is still on-going and there are opportunities during the recovery period to integrate mitigation measures into reconstruction or increase preparedness, thus reducing vulnerability.

C.4 SCOPE

Activity Scope: The Contractor must use a twofold approach that strengthens institutions and capacities at both the national and local levels to strengthen Nepal's resilience to natural disasters. Natural disasters, for the purpose of the *Tayar Nepal* activity, are being defined as disasters whose underlying hazard is of a geophysical nature (seismic activity, landslides, flooding, fire, etc.). The exposure to these hazards may be exacerbated by human actions (road construction, deforestation, improper construction techniques or locations, arson, etc.) and any interventions to address disaster

risk needs to understand the nexus of the natural and built environment. USAID/Nepal does not expect *Tayar Nepal* to address purely man-made disaster risk (industrial accidents, transportation-related disasters, pollution-related events, etc.) At the national level, the Contractor must implement activities that will strengthen DRM institutions, including the new NDMA, by demonstrating the benefits of an holistic, multi-hazard approach to disaster risk management policies and guidelines with the aim to better link central authorities and decisions to the communities that experience disasters. At the local level, the Contractor must implement activities that will enhance local DRM capacity by working with existing and new local bodies and communities to expand successful DRM initiatives, which are consistent with national level policies and guidelines while looking for opportunities to strengthen the public and private sectors, as well as civil society's role in managing disaster risk. The project will also have a "rapid response" component (CLIN 0003) that allows the mission to build adaptability and flexibility into implementation and respond in the event of a natural disaster.

Theory of Change: The overall development hypothesis supposes that *if national institutions adopt an approach to disaster risk management that addresses multiple hazards and encompasses mitigation, preparedness, response, and recovery, while municipal level capacity is built to address disaster risk, Nepal's resilience to natural disasters will be strengthened and the country will be well positioned for sustainable development.*

Tayar Nepal will consist of three key components: 1) Improving National Level Systems and Institutions; 2) Building Capacity at the Municipal Level and 3) Strengthening disaster response and recovery.

Collaborative learning and adaptive management will be key to the success of *Tayar Nepal*, given its broad and cross-cutting approach and uncertainty related to new governance structures. Adaptive management refers to making adjustments in intervention tactics or design based on iterative learning, thereby customizing the intervention. As such, establishing implementation decision points/milestones will be necessary during the life of the activity. While *Tayar Nepal* may need to test an array of approaches, to ensure results, it will need to learn from its experience and quickly hone in on approaches that are getting results, drop those that are not, and adapt where indicated. Such an approach will also require a flexible monitoring system, across intervention components, private sector and public sector actors, and development partners.

Success of *Tayar Nepal* relies on the critical assumption that the GON will maintain a commitment to federalism, an interest in adopting a holistic disaster management approach and dedication to upholding its commitment to the Sendai Framework. The Contractor must frequently monitor the status of DRM legislation and policies through the use of regular Political Economy Analyses (PEA) throughout the life of the project. These PEAs will guide engagement at the national level as well as inform municipal level activities. PEAs will also track the developing and evolving role of provincial/state governments in disaster risk management.

C.4.1 PROJECT COMPONENTS

C.4.1.1 COMPONENT 1: IMPROVING NATIONAL LEVEL SYSTEMS & INSTITUTIONS (CLIN 0001)

At the national level, project activities must strengthen DRM institutions, including the new NDMA, by demonstrating the benefits of an holistic, multi-hazard approach to disaster risk management policies and guidelines with the aim to better link central authorities and decisions to the communities

that experience disasters. Specific attention should be paid to the systematic collection and use of data in policy development and decision making maximizing the use of existing data sources on disaster impacts and risks where available. While *Tayar Nepal* will be open to opportunities with numerous GON entities engaged in the sector, a critical activity of *Tayar Nepal* will be to support the establishment and institutional capacity building of the nascent NDMA.

Element 1: National level knowledge and understanding of good DRM practices enhanced

The Contractor must facilitate processes that bring actors together, by providing spaces for engagement, knowledge exchange, information/organizational development and technical support that will result in improved disaster management systems.

Expected outcomes:

- GON policies reflect a multi-hazard, holistic disaster management approach;
- Gender equality and social inclusion (GESI) issues are incorporated into GON policies related to DRM;
- National Disaster Management Authority (NDMA) is staffed, able to develop, promulgate, and implement DRM policies, procedures and systems to subnational government agencies and to effectively coordinate with other federal GON entities;
- NDMA is able to formulate and support cross-cutting Disaster Risk Reduction (DRR) policies and strategies across GON entities;
- Connections between GON central and local entities responsible for DRM, as well as civil society and the private sector strengthened;
- National level disaster simulation exercises institutionalized with documented lessons learned; and
- A cadre of key disaster management stakeholders exhibit improved knowledge/understanding of the requirements for a functional DRM system.

Illustrative indicators:

- Percentage of national level disaster management stakeholders participating in learning opportunities.
- Percentage of disaster management stakeholders who retain improved DRM knowledge/understanding.
- Number of laws, policies, regulations, strategies or plans proposed, adopted, or implemented that reflect a multi-hazard, holistic approach to disaster risk management.
- Percentage of DRM-related laws, policies, regulations, strategies or plans proposed, adopted, or implemented that incorporate GESI issues.
- Number of national level disaster simulation exercises successfully conducted with documented lessons learned.
- Number of USG-assisted civil society organizations that participate in legislative proceedings and/or engage in advocacy with national legislature and its committees.

Element 2: Grants to Nepali, international organizations or the private sector generate unique, scalable approaches and/or cultivate champions (CLIN 0001b)

The Contractor must establish a grant mechanism in order to take advantage of opportunities that arise during implementation.

A strong awareness within the general public, government officials, the private sector and other stakeholders about disaster risks and the actions that can be taken to address them will be critical to the success of *Tayar Nepal* interventions in Components 1 and 2. The Contractor must develop a comprehensive and targeted awareness and citizen engagement program.

Expected outcomes:

- DRM professionals better informed about the benefits of a multi-hazard, holistic approach to DRM;
- Innovative approaches that help establish a multi-hazard, holistic approach to DRM piloted;
- Information about disasters and disaster risks systematically collected and analyzed by relevant GON entities; and
- Information about the risks of disasters and how to address those risks disseminated among and used by the general public, the private sector, and government officials at the national and local level.

Illustrative indicators:

- Percentage of institutions or individuals that change practices due to new information about disaster risks.
- Percentage of new, pilot approaches that are taken up by the general public, private sector or government.
- Percentage of general population reporting improved understanding of disaster risk and possible risk reduction actions due to comprehensive information campaign.
- Percentage of professionals within academic institutions, GON ministries and other key stakeholders that retain knowledge about DRM.
- Percentage of private sector entities engaged through the program that incorporate DRM activities as part of their core business or as CSR activities.
- Number of Civil Society Organizations (CSOs) receiving USG assistance engaged in advocacy intervention.
- Number of public forums resulting from USG Assistance in which national legislators and members of the public interact.
- Number of public policies introduced, adopted, repealed, changed or implemented consistent with citizen input.
- Percent of local organizations with improved capacity and/or performance scores.

Element 3: Project Advisory Committee

In order to promote local ownership and accountability, *Tayar Nepal* will include a project advisory committee composed of USAID, representatives from various GON ministries and departments, and representatives from project municipalities. The project advisory committee will meet every six months to review activity performance, suggest changes, provide specific input into project activities such as the annual workplan and helping identify focus areas for the grants program, and work through

implementation issues. *Tayar Nepal* will support the project advisory committee with logistical support as well as provide information and data to support the operations of the committee.

C.4.1.2 COMPONENT 2: BUILDING CAPACITY AT THE MUNICIPAL LEVEL (CLIN 0001)

At the municipal level, activities must enhance local DRM capacity by working with existing and new local bodies and communities to identify and implement successful DRM initiatives which are consistent with national level policies and guidelines while looking for opportunities to strengthen the public and private sectors, as well as civil society's role in managing disaster risk.

USAID's approach to building the capacity of municipalities in disaster risk management builds on years of experience piloting DRR and disaster preparedness activities in Nepal through USAID's Office of U.S. Foreign Disaster Assistance (OFDA). Many of these activities have been successful and could serve as guides to scale up and broaden impact. With the institution of federalism and the creation of new policies to support federalism, USAID has an opportunity to transform the way that Nepal's urban municipalities deal with disasters.

USAID anticipates working in 5-10 municipalities. USAID has developed a list of potential urban municipalities including those located in the USAID Zone of Influence, the earthquake zone, and municipalities outside the Kathmandu Valley that have demonstrated results from previous USAID-supported DRM-related activities.

The Contractor must propose a plan for finalizing program municipalities in conjunction with USAID and the GON during the year one workplanning process. Proposed criteria may include:

- *Desire to participate and anticipated ownership of activities.* The Contractor may propose holding consultations with potential program municipalities to gauge interest in DRM and may request applications from municipalities for participation in the project activities. Municipalities that demonstrate a commitment to funding DRM activities will be viewed favorably.
- *Exposure to natural hazards.* *Tayar Nepal* will be implemented in municipalities that are at risk to a variety of natural hazards including flood, earthquake, landslide and fire. Municipal selection criteria may include analysis of hazards based on existing information.
- *Need for recovery activities.* *Tayar Nepal* will work with municipalities that are actively engaged in reconstruction or recovery activities. These activities can be the result of the 2015 Gorkha earthquake, the 2017 floods, or other localized disasters that have required municipalities to take a major role in recovery.
- *Overlap with other USAID activities, other USG projects, and complementary programs of other donors.* *Tayar Nepal* will attempt to work with municipalities that are also engaged with other USAID-funded local governance and disaster risk management activities, specifically the *Sajedhari* - Support to Federalism local governance activities, with activities by other U.S. Government agencies, and with complementary programs by other donors.

The Contractor must implement Component 2 in two phases. Phase I will support initial assessment and development of potential disaster mitigation/preparedness activities. Phase 2 will provide technical support for implementation of activities identified in Phase 1.

USAID anticipates that by the end of the project, *Tayar Nepal* will have developed models to enhance DRM capacity at the municipal level that can be replicated in other municipalities throughout Nepal.

Phase 1: Risk Sensitive Land Use Plans completed and additional DM activities identified.

In collaboration with municipal authorities, local community representatives and the private sector, the Contractor must provide technical assistance for the development of Risk-Sensitive Land Use Plans (RSLUPs) that are inclusive, clearly communicated to the public, and implementable by urban municipalities. The plans will not only form the basis for identifying additional project activities that can recognize and communicate risk, mitigate specific hazards, reduce vulnerabilities, and prepare communities for disasters, but they can also form the basis for economic development plans and other core functions of municipalities. Initial conversations with municipalities indicate that a number of locations are in the process of starting their own land use planning process. USAID will make use of existing land use data and plans, but it is anticipated that more in-depth risk information will need to be added for existing land use plans to be robust enough to reach expected project outcomes.

Using the RSLUPs as a basis, the Contractor must work with each municipality to go through an inclusive planning process to identify actions that will reduce vulnerabilities within the community. Particular focus must be placed on including socially excluded, female-headed households and other vulnerable and marginalized populations in the development of these plans as these populations are traditionally excluded from decision making processes and are often the most vulnerable to natural disasters and least likely to be able to recover without external assistance. The planning process should incorporate, to the extent possible, realistic estimates of the resources required to implement activities under the plan to enable municipalities to effectively budget or solicit external resources. Attention should be paid to the burgeoning role of the private sector at the local level and in the realm of DRM.

Expected Outcomes:

- Urban municipalities assess and map natural hazards using primary data collection as well as input from the general public and the private sector;
- Urban municipalities create and adopt risk-sensitive land use plans;
- Urban municipalities identify activities to undertake that reduce risk and vulnerabilities in the community using GON-established procedures such as the seven-step planning process;
- The unique needs of vulnerable populations, including socially excluded groups, are included in RSLUPs, and activities that address risk; and
- RSLUPs serve as models for other municipalities in Nepal.

Illustrative Indicators:

- Number of municipal level risk assessments completed.
- Number of RSLUPs completed and officially endorsed by the municipal governments.
- Number of activities identified to reduce risk & vulnerabilities in the community.
- Percentage of RSLUPs that include input from socially excluded/vulnerable groups.
- Percentage of RSLUPs shared as models with at least one other municipality.
- Percentage of general population in targeted municipalities aware of completed RSLUPs.
- Percentage of private sector and community representatives who participated in development of RSLUPs.

- Number of local mechanisms supported with USG assistance for citizens to engage their sub-national government.

Phase 2: Disaster mitigation/preparedness or recovery actions completed that enhance the resilience of the municipality and serve as a model for other municipalities in Nepal

The Contractor must deliver a package of technical assistance and capacity building activities based on the planning process in Phase 1 and designed around the needs of the municipality. While USAID expects that the specific package of technical assistance will include creative and innovative techniques to address the specific risks identified in each municipality, some illustrative examples of activities anticipated in this phase may include:

- Zoning regulations and enforcement;
- Development of municipal regulations that incorporate DRR principles;
- Implementation and enforcement of the National Building Code of Nepal;
- Design and implementation of solid waste management systems;
- Design and implementation of flood management infrastructure;
- Creation of municipal fire departments or other emergency services;
- Analysis and mitigation of landslide risk;
- Development and conduct of municipal disaster preparedness exercises;
- Design and development of public-private partnerships that reduce risk or increase preparedness;
- Development of municipal early warning systems; or
- Development and implementation of recovery or reconstruction plans that increase municipal resilience to future disasters.

Success of the approach depends on the assumption that urban municipalities are provided clear authorities during the roll-out of federalism, including the authority and resources to implement these proposed initiatives.

Activities conducted at the municipal level must have an emphasis on reducing the vulnerability of women, socially excluded groups, and persons with disabilities. Appropriate GESI-sensitive indicators and data disaggregated by sex, caste, ethnicity and age will be collected to identify gaps and adapt interventions as necessary to address the needs of the most vulnerable groups.

As part of Phase I activities, the Contractor must identify local institutions such as NGOs, private sector entities, community groups and local authorities for issuance of sub-awards to help carry out activities under Phase 2. These organizations will most likely require organizational capacity development.

The construction of small-scale infrastructure, such as flood mitigation infrastructure, retrofit of public buildings or retaining walls, may also be considered under Component 2, Phase 2. To minimize construction risk, the Contractor should follow USAID's preferred approach to implementing construction activities as defined in ADS 201 Mandatory Reference on Construction Risk Management to the maximum extent practical. In implementing construction, the Contractor will serve as the program manager and undertake engineering and construction components through sub-contracts using a design-bid-build project delivery method where Architect-Engineer services and construction works are performed under two separate but complementary sub-contracts. The sub-

contractor that undertakes the Architect-Engineer design must also provide quality assurance and construction management services in the construction phase. Architect-Engineer subcontractors must be selected based on demonstrated competence and qualifications. Construction should be implemented under firm-fixed price sub-contracts. No construction activities are permitted under GUCs.

Outcomes:

- Urban municipalities reduce the risk from identified disasters;
- Urban municipalities are better prepared for identified disasters;
- Urban municipalities take actions that lead to improved recovery post disaster;
- Actions to reduce the vulnerability of women, socially excluded and persons with disabilities are incorporated into disaster mitigation, preparedness and recovery activities; and
- Local governments and the private sector work together to address disaster risk.

Illustrative indicators:

- Value of private sector resources mobilized to address disaster risks.
- Percent of activities identified to reduce risk completed.
- Number of preparedness plans completed and tested through drills/simulation exercises with documented lessons learned.
- Number of actions taken by the municipalities to improve community recovery.
- Percentage of activities as a result of this intervention that address the vulnerability of women, socially excluded and persons with disabilities.
- Number of sub-national entities receiving USG assistance that improve their performance.

C.4.1.3 OPTION (CLIN 0002)

While it is expected that *Tayar Nepal* will become viable within the first three years of the contract, delays may be encountered which may merit continuation of the contract to allow a full adoption of disaster risk management at both the national and local levels. Therefore, USAID has included an option in this contract to allow for National and Municipal level systems and institutions to be not only operational, but scaled to its full potential.

Approximately three years into the contract period of performance, USAID/Nepal will determine whether to exercise the option for continuing activities under Components 1 and 2. This determination will be based on an externally procured assessment as well as supplementary information, such as project reports and external data. The Mission will also consider the status of federalism and whether devolved levels of government, which are essential to the successful achievement of Tayar Nepal objectives, have the requisite capacities for successful attainment of the expected outcomes.

Should the option be exercised, activities must continue uninterrupted, mirroring activities and furthering the implementation of Components 1 and 2 established during the first three years of the contract. Through the work planning process, the respective emphasis of activities under Components 1 and 2 may shift during the option to reflect changing priorities, the results of the performance evaluation and the status of federalism.

C.4.1.4 COMPONENT 3: SUPPLEMENTAL TECHNICAL ASSISTANCE: STRENGTHENING DISASTER RESPONSE & RECOVERY (CLIN 0003)

The likelihood of at least one localized disaster, such as landslides, flooding or fire, affecting a participating municipality during the life of *Tayar Nepal*, is high. Component Three is a “rapid response” component that will allow adaptability in the event of a natural disaster occurring in the project area during the life of the project, and enable USAID to strengthen the capacity of the GON and local institutions to respond.

Component 3 is the IDIQ portion of the contract. The Contractor must only provide services that fall within the scope of work of this contract and that are based on Task Orders issued by USAID. The Contractor must respond to unanticipated events impacting on or related to the achievement of project objectives using the Supplemental Technical Assistance ordered by the Contracting Officer in accordance with Section H.36 of this Contract.

Activation of Component 3

Component 3 will only be activated in the event of a disaster, at the request of the relevant GON authority, and upon agreement of USAID. This component is not intended to supplant GON or other USG-provided humanitarian assistance in the wake of a disaster, but rather is intended to be used to assist the GON, particularly local authorities, in how they manage disaster response and recovery. For the purposes of this activity, a triggering disaster event is defined as a local, regional, or national level natural disaster in which the relevant GON authority, (for example, for a local level disaster the relevant authority would be the local municipal government or municipal disaster risk management council), requests USAID assistance either directly or through the Contractor within the scope of the project. An ambassadorial disaster declaration is not required for activation of the component, but such a declaration would likely activate Component 3. Upon receipt of a request for assistance from the relevant GON entity, the Contractor must immediately inform USAID. USAID will make a determination as to whether the request for assistance is within the scope of the award, whether funding is available, and whether responding to this disaster is in the interest of the Agency, upon which USAID will request from the Contractor a task order proposal for the proposed work.

Illustrative Activities

While specific activities undertaken under Component 3 will be determined by the nature and scope of the disaster as well as the needs of the GON, illustrative activities that will be implemented under this component include:

- *Training and capacity building* - such as training on rubble removal and management;
- *Assessments* - such as initial rapid assessments, cluster-specific detailed assessments, or post-disaster needs assessments;
- *Technical assistance* - such as support to post-disaster recovery planning and implementation;
- *Commodity support* - such as hygiene kits or other non-food items;
- *Small scale infrastructure* - such as emergency WASH infrastructure or temporary shelter; and
- *Coordination and information management support* - such as collecting and analyzing information about partner activities or hosting coordination meetings.

All activities implemented under this component will adhere to USAID rules and regulations, and be implemented using humanitarian standards, including the Sphere standards.

C.5 GEOGRAPHIC TARGET AREA

The *Tayar Nepal* will be implemented throughout Nepal but focused in selected municipalities based on the criteria listed in Section C.4.1.2, as well as in Kathmandu.

C.6 CO-DESIGN

USAID will invite the Contractor to develop the Tayar Nepal's Year One work plan through a multi-stakeholder co-design work planning workshop per ADS 201.3.4.8. The Contractor will be responsible for coordinating and hosting this conference, in consultation with USAID.

ADS 201.6 defines co-creation as “a design approach that brings people together to collectively produce a mutually valued outcome, using a participatory process that assumes some degree of shared power and decision-making.” Co-creation is a design approach that brings people together to collectively produce a mutually valued outcome, using a participatory process that assumes some degree of shared ownership and decision-making. By involving local organizations, the private sector, traditional USAID implementing partners, local experts, host country government officials, and other international donors during the co-creation process, co-creation can greatly enhance opportunities for increasing local ownership of USAID programming. Moreover, co-creation can also lower the programmatic risk that USAID will not achieve the intended results, because the activity design and implementation will be informed by engagement with a broader array of stakeholders. USAID envisages an open, creative back-and-forth process with external experts and implementers to:

- build a strong analysis rooted in multiple, diverse perspectives and forms of expertise;
- promote multiple viewpoints that will help to identify parameters, prioritize focus areas, or identify opportunities for system collaboration;
- solicit the feedback, validation, and buy-in of multiple stakeholders;
- better understand local needs and constraints and encourage local communities to act; *and* approach development through a more inclusive, collaborative, creative, and open process.

(END OF SECTION C)

SECTION D—PACKAGING AND MARKING

D.1 AIDAR 752.7009 MARKING (JAN 1993)

- (a) It is USAID policy that USAID-financed commodities and shipping containers, and project construction sites and other project locations be suitably marked with the USAID emblem. Shipping containers are also to be marked with the last five digits of the USAID financing document number. As a general rule, marking is not required for raw materials shipped in bulk (such as coal, grain, etc.), or for semi-finished products which are not packaged.
- (b) Specific guidance on marking requirements should be obtained prior to procurement of commodities to be shipped, and as early as possible for project construction sites and other project locations. This guidance will be provided through the Contracting Officer's Representative (COR) indicated on the cover page of this Contract, or by the Mission Director in the Cooperating Country to which commodities are being shipped, or in which the project site is located.
- (c) Authority to waive marking requirements is vested with the Regional Assistant Administrators, and with Mission Directors.
- (a) A copy of any specific marking instructions or waivers from marking requirements is to be sent to the Contracting Officer; the original should be retained by the Contractor.

D.2 USAID GRAPHIC STANDARDS MANUAL

Marking shall comply with the USAID 'Graphic Standards Manual' available at www.usaid.gov/branding or any successor branding policy.

D.3 BRANDING STRATEGY, IMPLEMENTATION PLAN AND MARKING PLAN

Branding and Marking under this contract must comply with the branding and marking requirements under USAID Automated Directives System (ADS) Chapter 320, specifically 320.3.2 <http://www.usaid.gov/policy/ads/300/320.pdf>, or any successor branding and marking policy. The Contractor must comply with AIDAR 752.7009 "Marking", when applicable.

D.4 BRANDING STRATEGY

Name of the Project: "USAID/Nepal Tayar Nepal- Disaster Risk Management (DRM) Project"

How Materials and Communications will be Positioned: The project will be positioned as being owned, operated and managed by USAID and as being "made possible by the American People," which may be translated into local languages as appropriate.

Desired Level of Visibility: The Contractor must ensure that the project, as well as the fact that it is made possible by the American people through USAID, receives broad visibility amongst its beneficiaries and their communities, counterparts, and the general public with a focus on host government of each country, community leaders, and students. The Contractor may identify additional groups/sub-groups of target audiences for project's public communications, in consultation with

USAID. The Contractor must ensure high levels of visibility for the project in each country and must integrate suitable communication and outreach as an intrinsic part of the policy reform.

Exceptions: Exceptions and waivers to USAID marking requirements may be granted in accordance with Automated Directives System (ADS) 320.3.2.5, “Exceptions to Contract Marking Requirements,” and ADS 320.3.2.6, “Waivers to Contract Marking Requirements.”

Other Organizations to be acknowledged: Where appropriate and applicable, the branding may acknowledge the cooperation and participation of other organizations deemed as partners of an event or deliverable.

D.5 OUTREACH

The Contractor must participate proactively in outreach activities to promote the goals of this Contract and to identify USAID as the funding source in accordance with the branding and marking requirements outlined in the Contractor’s approved Branding Implementation Plan and Marking Plan. The Contractor must also capture information on the qualitative progress of this program through success stories, case studies, press releases, etc., as part of its overall reporting requirements to USAID.

[END OF SECTION D]

SECTION E – INSPECTION AND ACCEPTANCE

E.1 NOTICE LISTING FAR SOLICITATION PROVISION INCORPORATED BY REFERENCE

The solicitation provision pertinent to this section is hereby incorporated by reference (by Citation Number, Title, and Date) per the provision at FAR “52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE” under **Section I** of this solicitation. The solicitation provision full text may be accessed electronically at this address:

<http://www.acquisition.gov/far/>

FEDERAL ACQUISITION REGULATION-Title 48 Code of Federal Regulation (CFR) Chapter 1

NUMBER	TITLE	DATE
52.246-3	INSPECTION OF SUPPLIES – COST-REIMBURSEMENT	(MAY 2001)
52.246-5	INSPECTION OF SERVICES – COST-REIMBURSEMENT	(APR 1984)

E.2 INSPECTION AND ACCEPTANCE

USAID inspection and acceptance of services, reports and other required deliverables or outputs will take place at:

USAID/Nepal
G.P.O. Box 295
U.S. Embassy, Maharajgunj
Kathmandu, Nepal
Telephone: +977.1.423.4000
Email: usaidnepal@usaid.gov
Website: <https://www.usaid.gov/nepal>

or at any other location where the services are performed and reports and deliverables or outputs are produced or submitted. The Contracting Officer’s Representative (COR) has been delegated authority to inspect and accept all services, reports and required deliverables or outputs. The COR may inspect and accept all services, reports and required deliverables or outputs if specified in the contract.

[END OF SECTION E]

SECTION F - DELIVERIES OR PERFORMANCE

F.1 NOTICE LISTING FAR SOLICITATION PROVISIONS INCORPORATED BY REFERENCE

The solicitation provisions pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) per the provision at FAR “52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE” under **Section I** of this solicitation. The solicitation provisions’ full text may be accessed electronically at this address:

<http://www.acquisition.gov/far>

NUMBER	TITLE	DATE
52.242-15	STOP-WORK ORDER ALTERNATE I	(AUG 1989)

F.2 PERIOD OF PERFORMANCE

The estimated period of performance for this Contract is five years (a three-year Base Period and a two-year Option Period) from the effective date of this contract.

The Cost Reimbursement Completion portion of this Contract is CLIN 0001, the three-year base period, and CLIN 0002, the two-year option period. The IDIQ portion of this contract, CLIN 0003, is for the maximum duration of the award. Individual task orders may be up to one year in duration but are expected to range between three to six months.

F.3 AUTHORIZED WORK DAY AND WORKWEEK

The Contractor will normally be expected to work five-day workweeks. Short-term consultants, who are assigned to the contract for less than 120 days at a time, are authorized to work a six-day workweek. No overtime or premium pay is authorized under this Contract.

F.4 PLACE OF PERFORMANCE

The place of performance is Nepal.

F.5 PERFORMANCE STANDARDS

The COR and the Contracting Officer will jointly conduct evaluation of the Contractor’s overall performance, which will form the basis of the Contractor’s permanent performance record with regard to this contract as required under the FAR 42.15 and AIDAR 742.15.

During the period of performance, the USAID COR will conduct periodic performance reviews to monitor the progress of work, determine if programmatic adjustments or adaptations were conducted, and if required results were achieved under this contract. A variety of mechanisms will be used to monitor the progress and success of this award and the Contractor’s performance in achieving agreed results including:

- Monthly meetings with USAID;
- Review of Contractor’s scheduled reports (which include updates to the Work Plan, fiscal expenditures and accruals, progress reports, consultancy reports, etc.);
- Host government official and other counterparts feedback;
- USAID personnel site visits;
- Periodic impact assessments and evaluations;
- Regular planning meetings between USAID and the Contractor to finalize annual work plans or identify emerging priorities requiring attention; *and*
- Coordinating committee meetings with USAID, the Contractor, the host government officials, and other stakeholders as agreed.

F.6 REPORTS AND DELIVERABLES

In addition to the requirements set forth for submission of reports per AIDAR 752.242-70, “PERIODIC PROGRESS REPORT (OCT 2007),” the Contractor must submit the following reports and outputs to the COR as specified under Section F.6.1.

F.6.1 REPORTS

The Contractor must submit the following reports to the USAID/Nepal COR and Alternate COR – electronically using Microsoft (MS) Word, MS Excel, *or* MS PowerPoint applications. All reports must be written in plain, grammatically correct English. All reports are subject to approval by the USAID/Nepal COR. The content and length of all written reports will be determined jointly by the USAID/Nepal COR and the Contractor.

The table below provides a schedule of required reports or plans to be submitted:

Reports	Delivery Date
Year 1 Work Plan (covers period from award through September 30, 2019)	Due within 60 days of completion of co-design workshop
Subsequent Annual Work Plans	Due August 15 of each year
Monitoring, Evaluation & Learning Plan	Due 15 days after Year 1 Work Plan
Grants Under Contract Manual	Due 60 days after contract award
Monthly Updates	Due 4 th Thursday of every month
Quarterly Progress Report	Due 15 days after end of reporting quarter
Quarterly Financial Reports	Due 30 days after end of reporting quarter
Quarterly Accruals Report	Due 14 days prior before the end of each quarter
Annual Reports	Due November 15th of every contract year
Political Economy Analysis Reports	Due March 30 of every contract year
Data Collection and Analysis Final Report	Due as part of Final Report
Closeout Plan	Due 3 months prior to contract completion
Draft of Final Report	Due 45 days before end date of contract
Final Report	Due 60 days after end of contract
Final Inventory Report	Due with Final Report

Property Inventory List	Due Annually and 180 days prior to contract completion
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Below please find more detailed information regarding the aforementioned reports or plans above:

F.6.1.1 Work Plans

The work plan must describe how the Contractor intends to organize work, both overall and by objectives. Since the work plan must reflect the needs of the USAID/Nepal, the Contractor must consult with the COR, who will link the Contractor to other USAID staff as necessary for the purposes of consulting on work plan development. The Contractor may, in addition, propose other methods for obtaining USAID inputs to the work planning process.

USAID/Nepal envisions very regular and close coordination between implementing partners (IPs). This could potentially include joint annual work plan development with the Government of Nepal or USAID IPs that share common objectives, as well as joint performance planning and reporting. The Contractor will be expected to maximize the possible alignment of workplan activities to the extent possible and reasonable.

The annual work plan will likely contain the following elements (pending agreement with Contractor):

- (a) specific evaluations and studies to be accomplished under each of the objectives;
- (b) projected activities and deliverables for the coming year with quarterly breakdown;
- (c) inputs and level of effort (LOE) required;
- (d) a due date for each finalized SOW for activities covered by the workplan
- (e) a flow chart that sets out all evaluations and studies to be completed, individual responsibilities for task completion, task durations, and critical paths for task completion;
- (f) a detailed list of deliverables in annex format against proposed activities;
- (g) articulation of what activities and/or approaches will be taken with an intention of testing given the socio-political environment, as well as how those tests will be analyzed throughout the performance period and scaled or minimized based on what information;
- (h) a chart listing results and showing current levels of accomplishment towards those results;
- (i) cost estimates for each major category;
- (j) critical assumptions or support needed from USAID and other activity partners to accomplish the work;
- (k) conflict sensitivity analysis
- (l) anticipated progress toward the evolving exit strategy; *and*
- (m) a detailed budget with projections of costs for carrying out planned activities

USAID will develop submission and approval processes with the Contractor during the start-up phase of the project to provide final guidance.

Sustainability Plan and Exit Strategy The Contractor must design and implement the Contract from its start-up with the vision to leave processes, products, and expertise that are position for longevity beyond the life of the project. This must be captured in a Sustainability Plan and Exit Strategy drafted as part of the first Annual Work Plan, and reported against in every Annual Report. The Contractor is required to identify indicators and targets against the *Tayar Nepal* Sustainability Plan and Exit

Strategy tracked and reported in the project Monitoring and Evaluation Plan.

F.6.1.2 Monitoring, Evaluation and Learning Plan

The Contractor must provide USAID a Monitoring, Evaluation & Learning (MEL) Plan within 15 days after submitting the Year One Annual Workplan. The MEL plan will identify the indicators that the contractor must report to USAID to track progress, describe how the contractor will evaluate the performance of the project, and the ways in which the contractor will incorporate learning from the project into implementation.

F.6.1.3 Grants Under Contract Manual

The Contractor must submit a Grants under Contract Manual 60 days after the signature of the contract. The Manual must describe and explain its approach to grant management, the purpose, target beneficiaries, funding rules, procedures for decision making, relevant application and review forms, and monitoring plan. The final and approved version must be delivered 90 days following the signature of the contract.

F.6.1.4 Monthly Updates

The Contractor must provide USAID with a short monthly update in bullet point format by email on the 4th Thursday of every month. These updates should concisely report on the progress made by the project in the last month, any upcoming milestones or event in the coming month, and any challenges that the project has faced. These should be submitted by email to the COR.

F.6.1.5 Quarterly Progress Reports

The Contractor must provide USAID a concise quarterly report on or before April 15th, July 15th, October 15th, and January 15th of each year following the issuance of this contract and cover the preceding quarter (i.e. the quarterly report covering January - March is due April 15). Each quarterly report must summarize the country situation; program highlights, achievements, actual results vs targets, justification for critical deviations and major activities; budget information (including amounts obligated, Contractor funds obligated to program and grant activities, and funds disbursed); summary of grant implementation and appraisal; problems encountered and proposed remedial actions.

F.6.1.6 Quarterly Financial Reports

The Contractor must submit to the COR a financial report detailing actual costs against line items of the contractor's approved budget on or before April 30th, July 30th, October 30th, and January 30th of each year following the issuance of this contract and cover the preceding quarter (i.e. the quarterly financial report covering January - March is due April 30th).

F.6.1.7 Quarterly Accruals Reports

The Contractor must submit to the COR a financial report of estimated accrued expenditures. The COR will provide a template for this report. Reports are due to the COR 14 calendar days before the end of each quarter.

F.6.1.8 Annual Reports

The Contractor must submit a concise annual report on or before November 15th of each year (due within 45 calendar days of the end of each fiscal year), reporting on activities conducted during the prior fiscal year and actuals vs targeted results, justifications for critical deviations. This must include progress of major activities; problems encountered and proposed remedial actions. Depending on the timing of the award of this contract, this could be instead of the fourth quarterly report but must cover the topics/format of the quarterly report at a minimum. USAID will work with the Contractor to agree upon a reporting format, including special information to be presented in annexes of this report serving as a tool by which USAID/Nepal monitors the performance of the Contractor, as well as the context. Final details on the format of this report shall be developed in consultation with USAID upon award of the contract.

F.6.1.9 Political Economy Analysis (PEA) Reports

In January 2018, USAID/Nepal conducted a political economy analysis which looked at the environment supportive of reform and specific opportunities around DRM. This initial PEA helped inform the grant program under Component One of this contract. The Contractor is responsible for conducting an update to the political economy analysis once each contract year. The PEA will help guide the implementation of activities in all components of the activity and specifically will inform the grant program in Component One.

F.6.1.10 Data Collection and Analysis Reports

The Contractor must conduct a baseline and end-line survey which will collect critical information the measure the progress of the Tayar Nepal activity. The content of the Data Collection and Analysis reports will be determined based on the finalized Monitoring, Evaluation, and Learning Plan and in conjunction with USAID. The baseline survey and data collection and analysis report is due six months after contract award. The end-line survey and data collection and analysis report is due as part of the final report.

F.6.1.11 Closeout Plan

Six months prior to the completion date of the Contract the COR will send a closeout letter with a list of actions that the Contractor has to prepare for closeout.

Three months prior to the completion date of the contract the Contractor must submit a close-out plan to the CO and COR. The closeout plan must include, at a minimum, an illustrative property disposition plan; a plan for phase out of operations; a delivery schedule for all reports or other deliverables required under the contract; and a timeline for completing all required actions, including the submission date of the final property disposition to the COR. The closeout plan must also include a financial report which reflects expenditures to date by program element and projected funds to be deobligated. The close-out plan will be approved in writing by the COR.

F.6.1.12 Final Report

The Contractor must submit a concise, final report within 30 calendar days prior to completion of this contract. Depending on the timing of this report, it could take the place of the quarterly report, but

this will be determined by USAID once a reporting schedule is created with the Contractor during the start-up phase. This report must summarize the country situation; program highlights, achievements, actual vs targeted results, justification for deviations and major activities; funds obligated and disbursed; summary of grant implementation and appraisal; problems encountered and how they were rectified. USAID will work with the Contractor to agree upon a detailed format for the final report.

F.6.1.13 Final Inventory Report

The Contractor must maintain an inventory of all reports, presentations, other key documents and deliverables produced under the contract. The Contractor must compile and deliver all such reports and deliverables, to the COR, concurrently with the Final Report, in a user-friendly, properly indexed, searchable electronic form (e.g., CD-ROM or equivalent media).

With regards to reporting, the report cover page must include a descriptive title, the author's name(s), the activity name, the activity number, the contract number, the Contractor's name, the name of the USAID activity office, the COR's name, and the publication or issuance date of the report. The Contractor must prepare these documents in English using Microsoft Word. The Contractor must submit all written documents electronically to the COR.

F.6.1.14 Property Inventory List

The Contractor must submit comprehensive property inventory lists to USAID annually and 180 days prior to contract completion. Such inventory will include:

- (a) The name, part number and description, manufacturer, model number, and National Stock Number (if needed for additional item identification tracking or disposition);
- (b) Quantity received (or fabricated), issued, and balance-on-hand;
- (c) Unit acquisition costs;
- (d) Unique-item identifier or equivalent (if available and necessary for individual item tracking);
- (e) Unit of measure;
- (f) Accountable contract number or equivalent code designation;
- (g) Location;
- (h) Disposition Plan;
- (i) Posting reference and date of transaction; *and*
- (j) Date placed in service.

USAID will provide disposition instructions to the Contractor prior to contract completion.

F.6.2 COMPONENT-BASED TASKS AND KEY DELIVERABLES

In addition to the above reports, the contractor is expected to complete the following tasks. Specific deadlines for these deliverables will be finalized through the work plan co-design process, as well as reviewed and updated as needed during preparation of annual work plans and progress status reports.

Components	Tasks and Deliverables
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Activity-level	<p>Year 1</p> <ul style="list-style-type: none"> ● Co-Creation Work-Planning Conference held. ● Gender and Social Inclusion Analysis completed and incorporated into activity management and technical approach. ● Baseline data collected. <p>Year 2-3</p> <ul style="list-style-type: none"> ● Co-Creation Work-Planning Conferences held. <p>Year 4-5</p> <ul style="list-style-type: none"> ● Co-Creation Work-Planning Conferences held. ● End-line data collected.
Component 1, Element 1: National level knowledge and understanding of good DRM practices enhanced	<p>Year 1</p> <ul style="list-style-type: none"> ● Capacity needs assessment of the National Disaster Management Authority completed. ● Political economy analysis conducted. <p>Year 2-3</p> <ul style="list-style-type: none"> ● Disaster simulations held. ● Forum held that brings together GON officials civil society, and DRM technical experts. ● Political economy analysis conducted. <p>Year 4-5</p> <ul style="list-style-type: none"> ● Disaster simulations held. ● Forum held that brings together GON officials civil society, and DRM technical experts. ● Political economy analysis conducted.
Component 1, Element 2: Grants to Nepali, international organizations or the private sector generate unique, scalable approaches and/or cultivate champions	<p>Year 1</p> <ul style="list-style-type: none"> ● At least one round of grant competition held. <p>Year 2-3</p> <ul style="list-style-type: none"> ● At least one round of grant competition held. ● Capacity of local grant recipients assessed. <p>Year 4-5</p> <ul style="list-style-type: none"> ● At least one round of grant competition held. ● Capacity of local grant recipients assessed.
Component 1, Element 3: Project Advisory Committee	<p>Year 1</p> <ul style="list-style-type: none"> ● At least one project advisory committee meeting held. <p>Year 2-3</p> <ul style="list-style-type: none"> ● At least one project advisory committee meeting held per year. <p>Year 4-5</p> <ul style="list-style-type: none"> ● At least one project advisory committee meeting held per year.

Component 2, Phase 1: Risk Sensitive Land Use Plans completed and additional DM activities identified.	<p>Year 1</p> <ul style="list-style-type: none"> ● Partner municipalities identified. ● Methodology for risk sensitive land use planning (RSLUP) finalized. <p>Year 2-3</p> <ul style="list-style-type: none"> ● RSLUP conducted in partner municipalities. ● Municipal Disaster Risk Management Action Plans (MDRMAP) developed in partner municipalities.
Component 2, Phase 2: Disaster mitigation/preparedness or recovery actions completed that enhance the resilience of the municipality and serve a models for other municipalities in Nepal.	<p>Year 2-3</p> <ul style="list-style-type: none"> ● At least one disaster addressing intervention per municipality implemented. <p>Year 4-5</p> <ul style="list-style-type: none"> ● At least two disaster risk addressing interventions per municipality implemented.

F.6.2.1 CO-DESIGN WORK-PLANNING CONFERENCE

Following execution of the contract award to the successful offeror, USAID will invite the successful offeror (i.e., contractor) to develop the initial *Tayar Nepal* initial work-plan through a multi-stakeholder co-creation joint work planning workshop per ADS 201.3.4.8. The Contractor must coordinate and host this conference, in consultation with USAID. Offerors should include the costs of the co-creation workshop in their respective cost proposals as a budget line item.

It is expected that the final work plan will be due within 60 days of completion of co-design workshop. Subsequent annual work plans will be submitted on August 15th each year to cover the forthcoming fiscal year (October 1 – September 30). Annual work-plan development will be completed through a collaborative model to be identified.

The Contractor must revise other plans linked to the Annual Work Plan such as the M&E Plan and Exit Strategy. The Contractor or COR may initiate recommendations for modification to the Annual Work Plan. The Annual Work Plan and modifications thereto are subject to written COR approval. The Annual Work Plan must be consistent with all Contract terms.

F.6.2.2 GENDER AND SOCIAL INCLUSION (GESI) ANALYSIS

Vulnerable groups, such as women, the elderly, ethnic minorities, or low caste groups, are more at risk during natural disasters. The Contractor must conduct an analysis, and submit the report within 60 days of the co-design workshop, of gender and social inclusion issues in disaster risk management, specifically focused on the activities to be implemented as part of the contract. The GESI analysis must include recommendations for GESI actions to be integrated during implementation of the contract.

F.6.2.3 CAPACITY NEEDS ASSESSMENT AND PLAN

As part of Component 1 of the contract, the Contractor is responsible for building the capacity of national-level government entities responsible for disaster risk management, specifically the nascent National Disaster Management Authority (NDMA). In order to guide activities in Component 1, the Contractor must conduct a capacity assessment and development plan for this component and submit the report within 6 months of contract award. The intended target of the assessment is the NDMA; however, the exact scope of the capacity assessment will be determined in consultation with USAID during the co-design work-planning process based on whether the NDMA has been established by that point.

F.6.2.4 RISK SENSITIVE LAND USE PLANS (RSLUP)

The Contractor must collect primary and secondary data about the natural disaster hazards in each of the project municipalities and then overlay this data with social and demographic data to develop information about the risks faced in that the municipality faces. The process to develop these plans will be inclusive and specifically include a focus on vulnerable populations as well as gender and social inclusion issues.

F.6.2.5 MUNICIPAL DISASTER RISK MANAGEMENT ACTION PLANS

The Contractor must go through a consultative process with the municipality and the population that lives within the bounds of the municipality to develop an action plan to address the risks identified in the RSLUP. The plan is to be realistic for the capacity and means of the municipality. Outside assistance envisioned in the plan is meant to be within the means of the contract and intended to be catalytic in nature. During the development of the place, specific attention will be paid to the specific needs of vulnerable populations, women, and social excluded populations.

Risk addressing measures identified in the MDRMAP should be implemented during Year 3 of program implementation.

F.7 LANGUAGE OF REPORTS AND OTHER OUTPUTS

The Contractor must produce all reports and other outputs in English, unless otherwise specified. Please refer to AIDAR 752.211-70 under **Section I.3.1**, which is incorporated in this solicitation by reference.

F.8 AIDAR 752.7005, SUBMISSION REQUIREMENTS FOR DEVELOPMENT EXPERIENCE DOCUMENTS (SEPT 2013) (Class Deviation OAA-DEV-13-01c)

(a) Contract Reports and Information/Intellectual Products.

- (1) Within thirty (30) calendar days of obtaining the Contracting Officer's Representative's approval, the Contractor must submit to USAID's Development Experience Clearinghouse (DEC) one copy each of reports and information products which describe, communicate or organize program/project development assistance activities, methods, technologies, management, research, results and experience. These reports include: assessments, evaluations, studies, technical and periodic reports, annual and

final reports, and development experience documents (defined as documents that (1) describe the planning, design, implementation, evaluation, and results of development assistance; *and* (2) are generated during the life cycle of development assistance programs or activities). The Contractor must also submit copies of information products including training materials, publications, databases, computer software programs, videos and other intellectual deliverable materials required under the Contract Schedule. The following information is not to be submitted:

- (i) Time-sensitive materials such as newsletters, brochures or bulletins.
 - (ii) The Contractor's information that is incidental to award administration, such as financial, administrative, cost or pricing *or* management information.
- (2) Within thirty (30) calendar days after completion of the contract, the Contractor must submit to the DEC any reports that have not been previously submitted and an index of all reports and information/intellectual products referenced in paragraph (a)(1) of this clause.
- (b) Submission requirements. The Contractor must review the DEC Web site for the most up-to-date submission instructions, including the DEC address for paper submissions, the document formatting and the types of documents to be submitted. The submission instructions can be found at: <https://dec.usaid.gov>.
- (1) Standards.
- (i) Material must not include financially sensitive information or personally identifiable information (PII) such as social security numbers, home addresses and dates of birth. Such information must be removed prior to submission.
 - (ii) All submissions must conform to current USAID branding requirements.
 - (iii) Contract reports and information/intellectual products can be submitted in either electronic (preferred) or paper form. Electronic documentation must comply with Section 508 of the Rehabilitation Act of 1973.
 - (iv) The electronic submissions must consist of only one electronic file, which comprises the complete and final equivalent of the paper copy. In the case of databases and computer software the submissions must also include necessary descriptive information, e.g., special backup or data compression routines, software used for storing/retrieving submitted data, or program installation instructions.
 - (v) Electronic documents must be in one of the National Archives and Records Administration (NARA)-approved formats as described in NARA guidelines related to the transfer of permanent E-records. (See <http://www.archives.gov/records-mgmt/initiatives/transfer-to-nara.html>).
- (2) Essential bibliographic information. Descriptive information is required for all Contractor products submitted. The title page of all reports and information products

must include the contract number(s), Contractor name(s), name of the USAID Contracting Officer's Representative, the publication or issuance date of the document, document title, (if non-English, provide an English translation of the title), author name(s), and development objective or activity title (if non-English, provide a translation) and associated number, and language of the document (if non-English). In addition, all hard copy materials submitted in accordance with this clause must have, attached as a separate cover sheet, the name, organization, address, telephone number, fax number, and Internet address of the submitting party.

F.9 PERSONNEL

F.9.1 KEY PERSONNEL

Offerors must present at least three, but no more than five key personnel positions, deemed critical to achieve the *Tayar Nepal* project objectives. Offerors must propose a Chief of Party and specify at least two additional key persons per Section F.9.2.1 and F.9.2.2. Offerors must explain how the combined skills, interpersonal skills, experience, and education of the proposed key personnel will help the offeror implement the activities, accomplish the results, ensure that all legal, administrative and financial requirements are met *and* meet the indicator targets proposed in the technical proposal.

The key personnel specified above are considered essential to the work being performed. Prior to replacing any of the specified individuals, the Contractor must immediately notify both the COR and Contracting Officer in advance and shall submit written justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the program. No replacement of Key Personnel shall be made by the Contractor without the written consent of the Contracting Officer. USAID reserves the right to adjust the level of Key Personnel during the performance of this Contract. The Chief of Party must be an employee of the prime Contractor rather than a subcontractor.

Unless specified in writing by the Contracting Officer, the Contractor shall not replace any key personnel without the written approval of the Contracting Officer.

NOTE: Non-key personnel does not require Contracting Officer approval, unless their rates exceed the USAID/Nepal Local Compensation Plan (LCP) ceiling rates for cooperating country national (CCN) personnel and third country national (TCN) personnel.

F.9.2 KEY PERSONNEL QUALIFICATIONS

F.9.2.1 CHIEF OF PARTY QUALIFICATIONS

The Chief of Party will serve as the primary point of contact with USAID/Nepal in regards to day-to-day implementation and management matters relating to this contract. Reporting to the COR and coordinates closely all other field staff to manage and oversee contractor designated activities, the COP will provide vision, direction, leadership and management for the contract. The COP will serve concurrently as the technical director for GON technical services and have overall responsibility for ensuring quality control, the appropriateness and overall responsiveness of all work provided under the contract, whether by long- or short-term advisors or others.

The required minimum qualifications for the Chief of Party are as follows:

- Ten years of progressively responsible work experience in fields related to disaster risk management, urban planning, and national level reform processes;
- Related work experience in similar positions of leadership such as a Chief of Party and/or a demonstrated track record of progressively responsible managerial experience implementing complex donor-funded projects with multiple activities;
- A Master's degree in international development, urban planning, engineering, environment, business, economics or a related field of study.;
- Strong writing and oral presentation skills;
- Ability to speak, read, and write English fluently;
- Preference for fluent Nepali speakers.

F.9.2.2 OTHER KEY PERSONNEL QUALIFICATIONS

In addition to the Chief of Party, offerors must present at least two additional key personnel, but no more than a total of four additional key persons, each of whom must have the required minimum qualifications:

- Five years of related experience; and,
- An advanced degree (i.e., a postgraduate degree, especially a master's degree or a doctorate) or a Bachelor's degree in a field relevant to the proposed position. If the candidate has a Bachelor's degree, the candidate must have at least seven years of related work experience.

The offeror must identify its key personnel and demonstrate how they meet the requisite qualifications. Additionally, the offeror must propose the appropriate workforce size and skills mix necessary to achieve the required results.

F.10 PROJECT EVALUATION

The progress, success and impact of the Contractor's performance under this contract will be monitored, and evaluated as a part of the overall activity results. The COR will conduct periodic performance reviews as required under FAR 42.15 and AIDAR 742-15 to monitor the progress of work and the achievement of results under this contract, based on the targets and the other contract terms and conditions, which shall form the basis of the Contractor's permanent performance record with regard to this contract.

[END OF SECTION F]

SECTION G—CONTRACT ADMINISTRATION DATA

G.1 AIDAR 752.7003 DOCUMENTATION FOR PAYMENT (NOV 1998)

- (a) Claims for reimbursement or payment under this contract must be submitted to the Paying Office indicated in the schedule of this contract. The Contracting Officer Representative (COR) is the authorized representative of the Government to approve vouchers under this contract. The Contractor must submit an electronic version of the SF-1034 –Public Voucher for Purchases and Services Other Than Personal. Each voucher shall be identified by the appropriate USAID contract number, in the amount of the dollar expenditures made during the period covered.

- (1) The SF 1034 provides space to report by line item for products or services provided. The form provides for the information to be reported with the following elements:

TOTAL EXPENDITURES
(Document Number: XXX-X-XX-XXXX-XX)

Line Item	Description	Amt. Vouchered To Date	Amt. Vouchered This Period
0001	Product/Service Desc. for Line Item 0001	\$XXXX.XX	\$XXXX.XX
0002	Product/Service Desc. for Line Item 0002	\$XXXX.XX	\$XXXX.XX
0002	Product/Service Desc. for Line Item 0003	\$XXXX.XX	\$XXXX.XX
Total		\$XXXX.XX	\$XXXX.XX

- (2) The fiscal report shall include a certification, signed by an authorized representative of the Contractor, as follows:

The undersigned hereby certifies that to the best of their knowledge and belief that the fiscal report and any attachments have been prepared from the books and records of the Contractor in accordance with the terms of this contract and are correct: the sum claimed under this contract is proper and due, and all the costs of contract performance (except as herewith reported in writing) have been paid, or to the extent allowed under the applicable payment clause, will be paid currently by the Contractor when due in the ordinary course of business; the work reflected by these costs has been performed, and the quantities and amounts involved are consistent with the requirements of this Contract; all required Contracting Officer approvals have been obtained; and appropriate refund to USAID will be made promptly upon request in the event of disallowance of costs not reimbursable under the terms of this contract.

BY: _____

TITLE: _____

DATE: _____

- (b) Local currency payment. The Contractor is fully responsible for the proper expenditure and control of local currency, if any, provided under this contract. Local currency will be provided to the Contractor in accordance with written instruction provided by the Mission Director. The written instructions will also include accounting, vouchering, and reporting procedures. A copy of the instructions shall be provided to the Contractor's Chief of Party and to the Contracting Officer. The costs of bonding personnel responsible for local currency are reimbursable under this contract.
- (c) Upon compliance by the Contractor with all the provisions of this contract, acceptance by the Government of the work and final report, and a satisfactory accounting by the Contractor of all Government-owned property for which the Contractor had custodial responsibility, the Government shall promptly pay to the Contractor any moneys (dollars or local currency) due under the completion voucher. The Government will make suitable reduction for any disallowance or indebtedness by the Contractor by applying the proceeds of the voucher first to such deductions and next to any unliquidated balance of advance remaining under this contract.
- (d) The Contractor agrees that all approvals of the Mission Director and the Contracting Officer which are required by the provisions of this contract shall be preserved and made available as part of the Contractor's records which are required to be presented and made available by the clause of this contract titled "Audit and Records – Negotiation".

G.2 CONTRACTING OFFICER'S AUTHORITY

The Contracting Officer is the only person authorized to make or approve any changes in the requirements of this contract and notwithstanding any provisions contained elsewhere in this Contract, the said authority remains solely in the Contracting Officer. In the event the Contractor makes any changes at the direction of any person other than the Contracting Officer, the change shall be considered to have been made without authority and no adjustment shall be made in the contract terms and conditions, including price.

G.3 ADMINISTRATIVE CONTRACTING OFFICE

The Administrative Office is:

Office of Acquisition and Assistance (OAA)
USAID/Nepal
GPO Box No. 295
U.S. Embassy, Maharajgunj
Kathmandu, Nepal

The Contracting Officer of this Contract is:

Marva M. Butler
Contracting Officer
USAID/Nepal
Email: mbutler@usaid.gov

G.4 CONTRACTING OFFICER'S REPRESENTATIVE (COR)

The COR will be appointed by the Contracting Officer through a separate COR designation letter, a copy of which will be provided to the Contractor. The COR will be located in the USAID/Nepal mission.

G.5 TECHNICAL DIRECTIONS/RELATIONSHIP WITH USAID

- (a) Technical directions are defined to include:
 - (1) Written directions to the Contractor which fill in details, suggest possible lines of inquiry, or otherwise facilitate completion of work;
 - (2) Provision of written information to the Contractor which assists in the interpretation of drawings, specifications, or technical portions of the work statement;
 - (3) Review and, where required, provide written approval of technical reports, drawings, specifications, or technical information to be delivered. Technical directions must be in writing, and must be within the scope of the work as detailed in **Section C**.
- (b) The COR is authorized by designation to take any or all action with respect to the following which could lawfully be taken by the Contracting Officer, except any action specifically prohibited by the terms of this contract:
 - (1) Assure that the Contractor performs the technical requirements of the contract in accordance with the contract terms, conditions, and specifications.
 - (2) Perform or cause to be performed, inspections necessary in connection with a) above and require the Contractor to correct all deficiencies; perform acceptance for the Government.
 - (3) Maintain all liaison and direct communications with the Contractor. Written communications with the Contractor and documents shall be signed as "COR" with a copy furnished to the Contracting Officer.
 - (4) Issue written interpretations of technical requirements of Government drawings, designs, and specifications.
 - (5) Monitor the Contractor's production or performance progress and notify the Contractor in writing of deficiencies observed during surveillance, and direct appropriate action to effect correction. Record and report to the Contracting Officer incidents of faulty or nonconforming work, delays or problems.
 - (6) Obtain necessary security clearance and appropriate identification if access to government facilities is required. If to be provided, ensure that government furnished property is available when required.

LIMITATIONS: The COR is not empowered to award, agree to, or sign any contract (including delivery, task or purchase orders) or modifications thereto, or in any way to obligate the payment

of money by the Government. The COR may not make changes to the following award areas:

- (1) Scope of work (SOW);
- (2) Contract price;
- (3) Supplies or services to be delivered;
- (4) Quantity of supplies or services;
- (5) Delivery date for supplies or services;
- (6) Technical specifications;
- (7) Award delivery schedules; *and*
- (8) Period of performance for the base years or any option years

All contractual agreements, commitments, or modifications which involve prices, quantities, quality, and schedules shall be made only by the Contracting Officer.

- (c) The COR is required to meet annually with the Contractor and the Contracting Officer concerning performance of items delivered under this contract and any other administration or technical issues. Telephonic reports may be made if no problems are being experienced. Problem areas shall be brought to the immediate attention of the Contracting Officer.
- (d) In the absence of the designated COR, the Contracting Officer may designate someone to serve as COR in their place. However, such action to direct an individual to act in the COR's stead shall immediately be communicated to the Contractor.
- (e) Contractual Problems – Contractual problems, of any nature, that may arise during the life of the contract must be handled in conformance with specific public laws and regulations (i.e., Federal Acquisition Regulation and Agency for International Development Acquisition Regulation). The Contractor and the COR shall bring all contracting problems to the immediate attention of the Contracting Officer. Only the Contracting Officer is authorized to formally resolve such problems. The Contracting Officer will be responsible for resolving legal issues, determining contract scope and interpreting contract terms and conditions. The Contracting Officer is the sole authority authorized to approve changes in any of the requirements under this contract. Notwithstanding any clause contained elsewhere in this contract, the said authority remains solely with the Contracting Officer. These changes include, but will not be limited to the following areas: scope of work, price, quantity, technical specifications, delivery schedules, and contract terms and conditions. In the event the Contractor effects any changes at the direction of any other person other than the Contracting Officer, the change will be considered to have been made without authority.
- (f) Failure by the Contractor to notify the administrative Contracting Officer any action by the government considered to a change in writing promptly, within 7 calendar days from the date that the Contractor identifies any government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions, shall waive the Contractor's right to any claims for equitable adjustments as found in FAR 52.243-7, Notification of Changes, which is a clause of this contract.

G.6 ACCEPTANCE AND APPROVAL

In order to receive payment for costs incurred for services rendered under this contract, such costs

and the work performed must be verified and approved by the COR. In order to receive payment of the fixed fee or a portion thereof, all pertinent deliverables must be accepted and approved by the COR. Fixed Fee will be paid only upon completion and acceptance of deliverables, pursuant to FAR 16.306(d) and FAR 52.246-5, Inspection and Acceptance.

G.7 INVOICES

One original of each invoice must be submitted on an SF 1034 Public Voucher for Purchases and Services Other Than Personal to the Office Financial Management (OFM). One copy of the voucher and the invoice shall also be submitted to the Contracting Officer and the COR.

The SF 1034 must be signed, and it must be submitted along with the invoice and any other documentation. Payment requests must be split by program cost elements identified under **Section B.4**.

G.8 PAYING OFFICE

The paying office for this award is as follows:

USAID/Nepal
Office of Financial Management (OFM)
G.P.O. Box 295
U.S. Embassy, Maharaajgunj
Kathmandu, Nepal
Telephone: +977.1.423.4000
Email: usaidnepal@usaid.gov
Website: <https://www.usaid.gov/nepal>

Electronic submission of invoices must be submitted to:

payments-kathmandu@usaid.gov

G.9 ACCOUNTING AND APPROPRIATION DATA

TBD

[END OF SECTION G]

SECTION H – SPECIAL CONTRACT REQUIREMENTS

H.1 LANGUAGE REQUIREMENTS

The Contractor must produce all deliverables in English unless otherwise specified. All Key Personnel must possess English reading and writing proficiency. If the Contractor provides any deliverables in both English and a foreign language, the English version shall always prevail in case of any discrepancy or inconsistency between English version and its foreign language translation.

H.2 GOVERNMENT FURNISHED FACILITIES OR PROPERTY

The Contractor and any employee or consultant of the Contractor is prohibited from using USG facilities (such as office space or equipment) or USG clerical or technical personnel in the performance of the services specified in the Contract unless the use of Government facilities or personnel is specifically authorized in the Contract or is authorized in advance, in writing, by the COR.

H.3 TITLE TO PROPERTY

As per AIDAR Clauses 752.245-70 (i.e. Government Property – USAID Reporting Requirements) and 752.245-71 (i.e., Title to and Care of Property), title to property is with the host government with care and custody with the Contractor.

H.4 CONFIDENTIALITY AND OWNERSHIP OF INTELLECTUAL PROPERTY

All reports generated and data collected during this project must be considered the property of USAID and shall not be reproduced, disseminated or discussed in open forum, other than for the purposes of completing the tasks described in this document, without the express written approval of a duly-authorized representative of USAID. All findings, conclusions and recommendations must be considered confidential and proprietary.

H.5 DISCLOSURE OF INFORMATION

- (a) Offerors are reminded that information furnished under this solicitation may be subject to disclosure under the Freedom of Information Act (FOIA). Therefore, all items that are confidential to business, or contain trade secrets, proprietary, or personnel information must be clearly marked. Marking of items will not necessarily preclude disclosure when the U.S. Office of Personnel Management (OPM or the USG) determines disclosure is warranted by FOIA. However, if such items are not marked, all information contained within the submitted documents will be deemed to be releasable.
- (b) Any information made available to the Contractor by the USG must be used only for the purpose of carrying out the provisions of this contract and must not be divulged or made known in any manner to any person except as may be necessary in the performance of the contract.
- (c) In performance of this contract, the Contractor assumes responsibility for protection of the confidentiality of USG records and must ensure that all work performed by its subcontractors shall be under the supervision of the Contractor or the Contractor's responsible employees.

- (d) Each officer or employee of the Contractor or any of its subcontractors to whom any USG record may be made available or disclosed must be notified in writing by the Contractor that information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such information, by any means, for a purpose or to an extent unauthorized herein, may subject the offender to criminal sanctions imposed by 19 United States Code (U.S.C.) § 641. That section provides, in pertinent part, that whoever knowingly converts to their use or the use of another, or without authority, sells, conveys, or disposes of any record of the United States or whoever receives the same with intent to convert it to their use or gain, knowing it to have been converted, shall be guilty of a crime punishable by a fine of up to \$10,000, or imprisoned up to ten years, or both.

H.6 CONTRACTOR'S STAFF SUPPORT, AND ADMINISTRATIVE AND LOGISTICS ARRANGEMENTS

The Contractor will be responsible for all administrative support and logistics required to fulfill the requirements of this Contract. These will include all travel arrangements, appointment scheduling, secretarial services, report preparations services, printing, and duplicating.

H.7 AIDAR 752.7007- PERSONNEL COMPENSATION (JUL 2007)

- (a) Direct compensation of the Contractor's personnel will be in accordance with the Contractor's established policies, procedures, and practices and the cost principles applicable to this contract.
- (b) Reimbursement of the employee's base annual salary plus overseas recruitment incentive, if any, which exceed the USAID Contractor Salary Threshold (USAID CST) must be approved in writing by the Contracting Officer.

H.8 ADDITIONAL PERSONNEL COMPENSATION REQUIREMENTS

- (a) Limitations:
- (1) Salaries and wages may not exceed the Contractor's established policy and practice, including the Contractor's established pay scale for equivalent classifications of employees, to which the Contractor shall certify. Moreover, may any individual salary or wage, without approval of the Cognizant Contracting Officer, exceed the employee's current salary or wage, or the highest rate of annual salary or wage received during any full year of the immediately preceding three (3) years.
 - (2) In addition, there is a ceiling on the reimbursable base salary or wage paid to personnel under the Contract equivalent to the maximum annual salary rate described in "AAPD 06-03" as amended from time to time, unless the Contracting Officer approves a higher amount in accordance with the Agency policy and procedures in ADS 302 "USAID Direct Contracting."
http://www.usaid.gov/business/business_opportunities/cib/pdf/aapd06_03.pdf
 - (3) Employment of third country nationals (TCN's) and cooperating country nationals (CCN's). For this Contract Labor Cost for Locally Engaged Staff (LES) shall not exceed

the thresholds in the U.S. Embassy Kathmandu local employee compensation plan (LCP). Contracting Officer's approval is required for salaries exceeding the above LCP threshold.

General: It is USAID policy that CCN's and TCN's, who are hired abroad for work in a cooperating country under USAID-direct contracts, generally be extended the same benefits, and be subject to the same restrictions as TCN's and CCN's employed as direct hires by the USAID Mission. Exceptions to this policy may be granted either by the Mission Director or the Assistant Administrator having program responsibility for the project. (TCN's and CCN's who are hired to work in the United States shall be extended benefits and subject to restrictions on the same basis as U.S. citizens who work in the United States). Compensation, including merit or promotion increases paid to TCN's and CCN's may not, without the approval of the Mission Director or the Assistant Administrator having program responsibility for the project, exceed the prevailing compensation paid to personnel performing comparable work in the cooperating country as determined by the USAID Mission. Unless otherwise authorized by the Mission Director or the Assistant Administrator having program responsibility for the project, the compensation of such TCN and CCN employees shall be paid in the currency of the cooperating country.

- (b) Salaries during travel: Salaries and wages paid while in travel status will not be reimbursed for a travel period greater than the time required for travel by the most direct and expeditious air route.

- (c) Return of Overseas Employees

Salaries and wages paid to an employee serving overseas who is discharged by the Contractor for misconduct, inexcusable non- performance, or security reasons will in no event be reimbursed for a period which extends beyond the time required to return him promptly to his point of origin by the most direct and expeditious air route.

- (d) Annual Salary Increases

One annual salary increase, including promotional increases, in accordance with Company Policy may be granted after the employee's completion of each twelve month period of satisfactory services under the Contract. Annual salary increases of any kind exceeding these limitations or exceeding the maximum salary rate described in "AAPD 06-03" may be granted only with the advance written approval of the Contracting Officer. Automatic salary increases to the maximum salary rate for those approved at the current maximum salary rate are not authorized without the prior written approval. This cap extends to sub-awardees.

- (e) Consultants

No compensation for consultants will be reimbursed unless their use under the Contract has advance written approval of the Contracting Officer; and if such provision has been made or approval given, compensation shall not exceed: 1) the highest rate of annual compensation received by the consultant during any full year of the immediately preceding three years or 2) the maximum daily salary rate as described in AAPD 06-03, whichever is less.

(f) Initial Salaries

The Contractor shall compensate non-U.S. personnel in accordance with its salary scale, staffing plan and compensation package covering all planned non-US (CCN/TCN) positions. The Contractor shall compensate its staff in accordance with the plan submitted and ensure that initial salaries are within each range and are based on other factors including, but not limited to, prevailing local compensation plan of US Embassy, Kathmandu, Nepal the individual's education, salary *or* consultant rate history over the most recent 3 years.

(g) Definitions

As used in this Contract, the terms “salaries” and “wages” mean the periodic remuneration received for professional or technical personal services rendered. Unless the contract states otherwise, these terms do not include any other elements of personal compensation described in the cost principle in FAR 31.205-6 “Compensation for Personal Services,” such as (but not limited to) the differentials or allowances defined in the clause of this contract entitled “Differentials and Allowances” (AIDAR 752.7028). The term “compensation” is defined in FAR 31.205-6(a) and includes fees and honoraria related to the personal services provided under this contract, but excludes earnings from sources other than the individual's professional or technical work, overhead, or other charges.

H.9 AIDAR 752.222-70 USAID Disability Policy (DEC 2004)

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

To enhance the attainment of United States foreign assistance program goals by promoting the participation and equalization of opportunities of individuals with disabilities in USAID policy, country and sector strategies, activity designs and implementation;

To increase awareness of issues of people with disabilities both within USAID programs and in host countries;

To engage other U.S. Government agencies, host country counterparts, governments, implementing organizations and other donors in fostering a climate of nondiscrimination against people with disabilities; *and*

To support international advocacy for people with disabilities. The full text of USAID's policy can be found at the following Web site: http://pdf.usaid.gov/pdf_docs/PDABQ631.pdf.

(b) USAID therefore requires that the contractor not discriminate against people with disabilities in the implementation of USAID programs and that it make every effort to comply with the objectives of the USAID Disability Policy in performing this contract. To that end and within the scope of the contract, the contractor's actions must demonstrate a comprehensive and consistent approach for including men, women, and children with disabilities.

H.10 AAPD 17-01 Defense Base Act (DBA) Insurance for 2015-2020 (JAN 2017)

In accordance with ADS 302, AAPD 17-01 provides Defense Base Act (DBA) rates and contact information based on USAID's contract with Allied World Assurance Company (AWAC).

A. RATES

Contract Year	Period of Performance	Services	Construction	Security
Base Period	12/1/15 – 11/30/17	\$2.00	\$4.50	\$7.50
Option 1	12/1/17 – 11/30/18	\$2.00	\$4.50	\$7.50/\$10.00/ \$12.50 (see Notes)
Option 2	12/1/18 – 11/30/19	\$2.00	\$4.50	\$7.50/\$10.00/ \$12.50 (see Notes)
Option 3	12/1/19 – 11/30/20	\$2.00	\$4.50	\$7.50/\$10.00/ \$12.50 (see Notes)

Notes:

For Option Periods 1, 2 and 3, the percentage of USAID security payroll would be measured as of the last day of the preceding period (i.e. the base period or the immediately preceding option period), which is referred to as the “measurement date”.

- 1) If at the measurement date, the percentage of USAID security payroll remains between 0-10.0% of total payroll, the security rate in the next option period will be \$7.50/\$100 employee remuneration.

- 2) If at the measurement date, the percentage of USAID security payroll is above 10.0% to 25.0% of total payroll, the security rate in the next option period will be \$10.00/\$100 employee remuneration.
- 3) If at the measurement date, the percentage of USAID security payroll exceeds 25.0% of total payroll, the security rate in the next option period will be \$12.50/\$100 employee remuneration.
- 4) The term “wages” means the money rate at which the service rendered by an employee is compensated by an employer under the contract of hiring in force at the time of the injury, including the reasonable value of any advantage which is received from the employer and included for purposes of any withholding of tax under subtitle C of the Internal Revenue Code of 1954 [26 USC §§ 3101 et seq.] (relating to employee taxes). The term wages does not include fringe benefits, including (but not limited to) employer payments for or contribution to a retirement, pension, health and welfare, life insurance, training, social security or other employee or dependent benefit plan for the employee’s or dependent’s benefit, or any other employee’s dependent entitlement.

Maximum rate of compensation shall not exceed 200 per centum of the applicable national average weekly wage (NAWW) as calculated by the Secretary of Labor. The current NAWW can be found at <http://www.dol.gov/owcp/dlhwc/nawwinfo.htm>.

- 5) The new rate structure aligns DBA rates to the likelihood that specific types of contracts will incur different frequency of DBA payouts and of differing dollar amounts. Those having greater risk pay greater premiums. Those with anticipated lower risk pay lesser premiums. The concept is to associate specific costs to a contract predicated upon the potential DBA risks under the same contract. The risk is predicated on the nature and inherent danger of certain categories of contracts (and performance under those awards).
- 6) For contracts that include Aviation, ground crews shall be categorized as Construction, and flight crew shall be categorized as Security.

Upon the Option Year being exercised, the contractor must confirm in writing, the security payroll percentage as of the measurement date of the preceding period of performance to the CO.

This AAPD will be amended within thirty (30) calendar days of the exercise of an option to provide the new “Security” rate as determined in accordance with Notes 1 through 3 above. In the interim between exercise of an option and the amendment to the AAPD, COs may obtain the rate from the agent listed in Section B below.

B. OBTAINING DBA COVERAGE

Contractors must apply for coverage directly to AON Risk Insurance Services Inc., the agent for AWAC DBA Insurance. For instructions on the required application form and submission requirements, contact the following office:

AON Risk Insurance Services West, Inc.
2033 N. Main St., Suite 760

Walnut Creek, CA 94596-3722

Hours: 8:30 A.M. to 5:00 PM, Pacific Time

Primary Contact: Fred Robinson
Phone: (925) 951-1856
Fax: (925) 951-1890
Email: Fred.Robinson@aon.com

H.11 CONTRACTOR'S USE OF PROJECT VEHICLES AND LIABILITY INSURANCE REQUIREMENTS FOR PRIVATELY OWNED VEHICLES

- (a) Home to office to home use of project vehicles is not considered official business and is not allowed under the terms of this contract.
- (b) If the Contractor or any of its employees or their dependents transport or cause to be transported (whether or not at contract expense) privately owned automobiles to the Cooperating Country, or they or any of them purchase an automobile within the Cooperating Country, the Contractor agrees to make certain that all such automobiles during such ownership within the Cooperating Country will be covered by a paid-up insurance policy issued by a reliable per the requirements of AIDAR 752.228-7 which is referenced clause to this contract.

H.12 TRAVEL

In addition to the requirements set forth for International travel approval and notification per AIDAR 752.7032, the COR may approve international travel provided it has already been included in the approved contract budget. For cost effectiveness, economy class travel must be used on all official travel funded under this contract. Business class travel will only be used under exceptional circumstances, and in compliance with FAR 31.205.46. Contracting Officer's approval is required for other than economy class air travel.

H.13 AUTHORIZED GEOGRAPHIC CODE

The authorized geographic code under the resultant cooperative agreement is **937**. As per ADS 310.3.1.1, Code 937 is defined as "the United States, the recipient country, and developing countries other than advanced developing countries, but excluding any country that is a prohibited source. Procurement of agricultural commodities and related products, motor vehicles, and pharmaceuticals remain subject to the limitations in 22 CFR 228.19 and may require a waiver. Offerors can find further guidance on geographic Code 937 under ADS 310.3.1.1 available at the following link: <https://www.usaid.gov/sites/default/files/documents/1876/310.pdf>.

H.14 752.225-70 SOURCE AND NATIONALITY REQUIREMENTS (FEB 2012)

- (a) Except as may be specifically approved by the Contracting Officer, the Contractor must procure all commodities (e.g., equipment, materials, vehicles, supplies) and services (including commodity transportation services) in accordance with the requirements at 22 CFR Part 228

“Rules on Procurement of Commodities and Services Financed by USAID Federal Program Funds.” The authorized source for procurement is Geographic Code 937 unless otherwise specified in the schedule of this contract. Guidance on eligibility of specific goods or services may be obtained from the Contracting Officer.

- (b) Ineligible goods and services. The Contractor must not procure any of the following goods or services under this contract:
 - (1) Military equipment,
 - (2) Surveillance equipment,
 - (3) Commodities and services for support of police and other law enforcement activities,
 - (4) Abortion equipment and services,
 - (5) Luxury goods and gambling equipment, or
 - (6) Weather modification equipment.
- (c) Restricted goods. The Contractor must obtain prior written approval of the Contracting Officer or comply with required procedures under an applicable waiver as provided by the Contracting Officer when procuring any of the following goods or services:
 - (1) Agricultural commodities,
 - (2) Motor vehicles,
 - (3) Pharmaceuticals and contraceptive items (4) Pesticides,
 - (4) Fertilizer,
 - (5) Used equipment, *or*
 - (6) U.S. government-owned excess property.

If USAID determines that the Contractor has procured any of these specific restricted goods under this contract without the prior written authorization of the Contracting Officer or fails to comply with required procedures under an applicable waiver as provided by the Contracting Officer, and has received payment for such purposes, the Contracting Officer may require the contractor to refund the entire amount of the purchase.

H.15 REQUESTS FOR CONSENT TO SUBCONTRACT

The requirements under FAR Clause 52.244-2 do not apply to the following subcontracts which were evaluated during negotiations unless resultant subcontracts exceed those included in Contractor's Final Revised Proposal submitted **TBD**.

Subcontracts for which consent is hereby provided include the following: **TBD**. The Contractor must seek consent to subcontract for all subcontractor's not named from the Contracting Officer.

The Contractor is required to ensure that all applicable clauses flow down to the subcontractor. The Contracting Officer's consent to subcontract does not constitute a determination of the acceptability of the subcontract terms, conditions or costs and/or price, or the reasonableness, allowability or allocability of costs, and does not relieve the Contractor of any obligations under the Contract.

H.16 PRESS RELATIONS

The Contractor must coordinate all press inquiries and statements with USAID's COR. Contractor must seek approval from COR before agreeing to or allowing staff to conduct interviews with the press. The Contractor will not speak on behalf of USAID but will refer all requests for USAID information to the USAID COR/Communication/press officer.

H.17 FOREIGN GOVERNMENT DELEGATIONS TO INTERNATIONAL CONFERENCES (JUNE 2012)

Funds in this award may not be used to finance the travel, per diem, hotel expenses, meals, conference fees or other conference costs for any member of a foreign government's delegation to an international conference sponsored by a multilateral organization, except as provided in ADS Mandatory Reference "Guidance on Funding Foreign Government Delegations to International Conferences" <http://transition.usaid.gov/policy/ads/300/350maa.pdf> or as approved by the CO/COR

H.18 EXECUTIVE ORDER 13224 – EXECUTIVE ORDER ON TERRORIST FINANCING

The Contractor/Recipient is reminded that U.S. Executive Orders and U.S. law prohibits transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of the contractor/recipient to ensure compliance with these Executive Orders and laws. This provision must be included in all subcontracts/subawards issued under this contract/agreement.

H.19 ENVIRONMENTAL COMPLIANCE

1.
 - a) The Foreign Assistance Act of 1961, as amended, Section 117 requires that the impact of USAID's activities on the environment be considered and that USAID include environmental sustainability as a central consideration in designing and carrying out its development programs. This mandate is codified in Federal Regulations (22 CFR 216) and in USAID's Automated Directives System (ADS) Parts 201.5.10g and 204 (<http://www.usaid.gov/policy/ads/200/>), which, in part, require that the potential environmental impacts of USAID-financed activities are identified prior to a final decision to proceed and that appropriate environmental safeguards are adopted for all activities. Offerors environmental compliance obligations under these regulations and procedures are specified in the following paragraphs of this RFP.
 - b) In addition, the Contractor must comply with host country environmental regulations unless otherwise directed in writing by USAID. In case of conflict between host country and USAID regulations, the latter shall govern.
 - c) No activity funded under this contract will be implemented unless an environmental threshold determination, as defined by 22 CFR 216, has been reached for that activity, as documented in a Request for Categorical Exclusion (RCE), Initial Environmental Examination (IEE), or Environmental Assessment (EA) duly signed by the Bureau Environmental Officer (BEO). (Hereinafter, such documents are described as "approved Regulation 216 environmental documentation.")

4.
 - a) As part of its initial Work Plan, and all Annual Work Plans thereafter, the contractor, in collaboration with the USAID Contracting Officer's Representative (COR) and Mission Environmental Officer or Bureau Environmental Officer, as appropriate, shall review all ongoing and planned activities under this contract to determine if they are within the scope of the approved Regulation 216 environmental documentation.
 - b) If the contractor plans any new activities outside the scope of the approved Regulation 216 environmental documentation, it shall prepare an amendment to the documentation for USAID review and approval. No such new activities shall be undertaken prior to receiving written USAID approval of environmental documentation amendments.
 - c) Any ongoing activities found to be outside the scope of the approved Regulation 216 environmental documentation shall be halted until an amendment to the documentation is submitted and written approval is received from USAID.

H.20 AUTOMATED DIRECTIVES SYSTEM (ADS) 302 SPECIAL PROVISIONS FOR ACQUISITION

H.20.1 ADS 302.3.5.5 REPORTING OF FOREIGN TAXES (July 2007)

- (a) The Contractor must annually submit a final report by April 16 of the next year.
- (b) Contents of Report. The reports must contain:
 - (i) Contractor name.
 - (ii) Contact name with phone, fax and e-mail.
 - (iii) Award number(s).
 - (iv) Amount of foreign taxes assessed by a foreign government [each foreign government must be listed separately] on commodity purchase transactions valued at \$500 or more financed with U.S. foreign assistance funds under this agreement during the prior U.S. fiscal year.
 - (v) Only foreign taxes assessed by the foreign government in the country receiving U.S. assistance is to be reported. Foreign taxes by a third party foreign government are not to be reported. For example, if an assistance program for Lesotho involves the purchase of commodities in South Africa using foreign assistance funds, any taxes imposed by South Africa would not be reported in the report for Lesotho (or South Africa).
 - (vi) Any reimbursements received by the Contractor during the period in (iv) regardless of when the foreign tax was assessed plus, for the interim report, any reimbursements on the taxes reported in (iv) received by the Contractor through October 31 and for the final report, any reimbursements on the taxes reported in (iv) received through March 31.

- (vii) The final report is an updated cumulative report of the interim report.
- (viii) Reports are required even if the Contractor did not pay any taxes during the report period.
- (ix) Cumulative reports may be provided if the Contractor is implementing more than one program in a foreign country.

(c) Definitions. For purposes of this clause:

- (i) “Agreement” includes USAID direct and country contracts, grants, cooperative agreements and interagency agreements.
- (ii) “Commodity” means any material, article, supply, goods, or equipment.
- (iii) “Foreign government” includes any foreign governmental entity.
- (iv) “Foreign taxes” means value-added taxes and custom duties assessed by a foreign government on a commodity. It does not include foreign sales taxes.

(d) Where. Submit the reports to:

USAID/Nepal
Office of Financial Management (OFM)
P.O. Box 295
Embassy of the United States Kathmandu, Nepal
Email: kathmanduoc-fa@usaid.gov

(e) Sub agreements. The Contractor must include this reporting requirement in all applicable subcontracts, and other sub agreements.

(f) For further information see <http://www.state.gov/m/rm/c10443.htm>.

H.20.2 ADS 302.3.5.9 Nondiscrimination (June 2012)

FAR Part 27 and the clauses prescribed in that part prohibit contractors performing in or recruiting from the U.S. from engaging in certain discriminatory practices.

USAID is committed to achieving and maintaining a diverse and representative workforce and a workplace free of discrimination. Based on law, Executive Order, and Agency policy, USAID prohibits discrimination in its own workplace on the basis of race, color, religion, sex (including pregnancy and gender identity), national origin, disability, age, veteran’s status, sexual orientation, genetic information, marital status, parental status, political affiliation, and any other conduct that does not adversely affect the performance of the employee. USAID does not tolerate any type of harassment, either sexual or nonsexual, of any employee or applicant for employment. Contractors are required to comply with the nondiscrimination requirements of the FAR.

In addition, the Agency strongly encourages all its contractors (at all tiers) to develop and enforce comprehensive nondiscrimination policies for their workplaces that include protection on these

expanded bases, subject to applicable law.

[END OF PROVISION]

H.20.3 ADS 302.3.5.21 USAID IMPLEMENTING PARTNER NOTICES (IPN) PORTAL FOR ACQUISITION (JULY 2014)

(a) Definitions

“USAID Implementing Partner Notices (IPN) Portal for Acquisition (“IPN Portal”)” means the single point where USAID posts universal bilateral modifications, which can be accessed electronically by registered USAID contractors. The IPN Portal is located at <https://sites.google.com/site/ipnforacquisitions/>.

“IPN Portal Administrator” means the USAID official designated by the M/OAA Director, who has overall responsibility for managing the USAID Implementing Partner Notices Portal for Acquisition.

“Universal bilateral modification” means modifications such as those that update or incorporate new FAR or AIDAR clauses, other terms and conditions, or special requirements that affect all awards or a class of awards as specified in the Agency notification of such terms and conditions or special requirements.

(b) By submission of an offer and execution of a contract, the Offeror/Contractor acknowledges the requirement to:

- (1) Register with the IPN Portal if awarded a contract resulting from this solicitation, *and*
- (2) Receive universal bilateral modifications to this contract and general notices via the IPN Portal.

(c) Procedure to register for notifications.

[END OF PROVISION]

H.20.4 ADS 302.3.5.22 SUBMISSION OF DATASETS TO THE DEVELOPMENT DATA LIBRARY (DDL) (OCTOBER 2014)

(a) Definitions. For the purpose of submissions to the DDL:

- (1) “Dataset” is an organized collection of structured data, including data contained in spreadsheets, whether presented in tabular or non-tabular form. For example, a Dataset may represent a single spreadsheet, an extensible mark-up language (XML) file, a geospatial data file, or an organized collection of these. This requirement does not apply to aggregated performance reporting data that the contractor submits directly to a USAID portfolio management system or to unstructured data, such as email messages, PDF files, PowerPoint presentations, word processing documents, photos and graphic images, audio files, collaboration software, and instant messages. Neither does the requirement apply to the contractor’s information that is incidental to award administration, such as financial, administrative, cost or pricing, or management information. Datasets submitted to the DDL

will generally be those generated with USAID resources and created in support of Intellectual Work that is uploaded to the Development Experience Clearinghouse (DEC) (see AIDAR 752.7005 “Submission Requirements for Development Experience Documents”).

- (2) “Intellectual Work” includes all works that document the implementation, monitoring, evaluation, and results of international development assistance activities developed or acquired under this award, which may include program and communications materials, evaluations and assessments, information products, research and technical reports, progress and performance reports required under this award (excluding administrative financial information), and other reports, articles and papers prepared by the contractor under the award, whether published or not. The term does not include the contractor’s information that is incidental to award administration, such as financial, administrative, cost or pricing, or management information.

(b) Submissions to the Development Data Library (DDL)

- (1) The Contractor must submit to the Development Data Library (DDL), at www.usaid.gov/data, in a machine-readable, non-proprietary format, a copy of any Dataset created or obtained in performance of this award, including Datasets produced by a subcontractor at any tier. The submission must include supporting documentation describing the Dataset, such as code books, data dictionaries, data gathering tools, notes on data quality, and explanations of redactions.
- (2) Unless otherwise directed by the Contracting Officer (CO) or the Contracting Officer Representative (COR), the contractor must submit the Dataset and supporting documentation within thirty (30) calendar days after the Dataset is first used to produce an Intellectual Work or is of sufficient quality to produce an Intellectual Work. Within thirty (30) calendar days after award completion, the contractor must submit to the DDL any Datasets and supporting documentation that have not previously been submitted to the DDL, along with an index of all Datasets and Intellectual Work created or obtained under the award. The contractor must also provide to the COR an itemized list of any and all DDL submissions.

The contractor is not required to submit the data to the DDL, when, in accordance with the terms and conditions of this award, Datasets containing results of federally funded scientific research are submitted to a publicly accessible research database. However, the contractor must submit a notice to the DDL by following the instructions at www.usaid.gov/data, with a copy to the COR, providing details on where and how to access the data. The direct results of federally funded scientific research must be reported no later than when the data are ready to be submitted to a peer-reviewed journal for publication, or no later than five calendar days prior to the conclusion of the award, whichever occurs earlier.

- (3) The contractor must submit the Datasets following the submission instructions and acceptable formats found at www.usaid.gov/data.
- (4) The contractor must ensure that any Dataset submitted to the DDL does not contain any proprietary or personally identifiable information, such as social security numbers, home addresses, and dates of birth. Such information must be removed prior to submission.
- (5) The contractor must not submit classified data to the DDL.

[END OF PROVISION]

H.21 HOST COUNTRY SALARY SUPPLEMENT (ADS 302.3.3 (d) (2) (viii) & (AIDAR 752.231-71 and AIDAR 731.205-71))

As a general rule, USAID discourages salary supplements, except in very special circumstances and only with the proper justification.

- (a) Salary supplements are payments made that augment an employee's base salary or premiums, overtime, extra payments, incentive payment and allowances for which the Host Country (HC) employee would qualify under HC rules or practice for the performance of his/her regular duties or work performed during his/hers regular office hours. Per Diem, invitational travel, honoraria and payment for work carried out outside of normal working hours are not considered to be salary supplements.
- (b) Salary supplements to HC employees are not allowable without the written approval of the Contracting Officer.

H.22 AIDAR 752.7004 EMERGENCY LOCATOR INFORMATION (JUL 1997)

The Contractor agrees to provide the following information to the USAID Contracting Officer on or before the arrival in the host country of every employee or dependent under this contract issued hereunder:

- (1) The individual's full name, home address, and telephone number.
- (2) The name and number of the contract, and whether the individual is an employee or dependent.
- (3) The Contractor's name, home office address, and telephone number, including any after-hours emergency number(s), and the name of the Contractor's home office staff member having administrative responsibility for the contract.
- (4) The name, address, and telephone number(s) of each individual's next of kin.
- (5) Any special instructions pertaining to emergency situations such as power of attorney designees or alternate contact persons.

H.23 AIDAR 752.228-70 MEDICAL EVACUATION (MEDEVAC) SERVICES (JULY 2007)

- (a) Contractor must provide MEDEVAC service coverage to all U.S. citizen, U.S. resident alien, and Third Country National employees and their authorized dependents (hereinafter—individual) while overseas under a USAID-financed direct contract. USAID will reimburse reasonable, allowable, and allocable costs for MEDEVAC service coverage incurred under the contract. The Contracting Officer will determine the reasonableness, allowability and allocability of the costs based on the applicable cost principles and in accordance with cost accounting standards.
- (b) Exceptions:

- (i) The Contractor is not required to provide MEDEVAC insurance to eligible employees and their dependents with a health program that includes sufficient MEDEVAC coverage as approved by the Contracting Officer.
- (ii) The Mission Director may make a written determination to waive the requirement for such coverage. The determination must be based on findings that the quality of local medical services or other circumstances obviate the need for such coverage for eligible employees and their dependents located at post.
- (c) The Contractor must insert a clause similar to this clause in all subcontracts that require performance by Contractor employees overseas.

H.24 HOMELAND SECURITY PRESIDENTIAL DIRECTIVE-12 (HSPD-12) (ADS 302.3.5.13)

There are wide variations in the quality and security of identification used to gain access to secure facilities where there is potential for terrorist attacks. In order to eliminate these variations, U.S. policy is to enhance security, increase Government efficiency, reduce identity fraud, and protect personal privacy by establishing a mandatory, Government-wide standard for secure and reliable forms of identification issued by the Federal Government to its employees and Contractors (including Contractor employees). This directive mandates a federal standard for secure and reliable forms of identification.

H.25 PARTICIPANT TRAINING AND EXCHANGE VISITORS (MISSION ORDER (M.O.) No. 253.1)

Participant Training is a learning activity involving an eligible host-country national (Nepali) taking place in Nepal, U.S., or a third country sponsored in whole or in part by USAID for the purpose of furthering USAID development objectives. Learning activities may be formally structured such as an academic program or a technical course, on-the job training, informal such as an observational study tour, or non-training activities such as job descriptions that are written and communicated. Any Nepali citizen traveling to the United States whose travel USAID funds in whole or in part, directly or indirectly is an Exchange Visitor. All exchange visitors must travel to the U.S. on a J-1 visa and USAID/Nepal will facilitate the process.

Note: An employee of USAID/Nepal, its contractor's employees, or the employees of the recipient of a Grant or Cooperative Agreement award may not be considered for participant training and their data must not be entered in the TraiNet.

Application of ADS 252 and ADS 253

The Contractor will conform and adhere to USAID's Automated Directives System (ADS) 252 - Visa Compliance for Exchange Visitors, and ADS 253 - Participant Training for Capacity Development.

The Contractor of this award is responsible for the activities of ADS 253.3.1 to 253.3.7. In broader terms, implementers design and implement in-country, third country and U.S. participant training program for results and impact which includes:

- prepare training implementation plan;
- select venue and participant;
- prepare condition of sponsorship;
- prepare stakeholder compact (as applicable);
- arrangement of travel, lodging and other logistics;
- pre-training/departure orientation; and
- participant monitoring and reporting.

The Contractor of this award must inform USAID/Nepal of all third country and U.S. training when such trainings are confirmed.

Similarly, Contractor will enter applicable information into USAID's web-based training information and network system, TraiNet, for all training that is funded through this award. An Exchange Visitor's data must be submitted to the Visa Compliance System (VCS) from TraiNet which is subsequently verified in the VCS to process a J-1 visa. The Recipient must also keep complete documentation of all the requirements of ADS 253.3.4, 253.3.5 and 253.3.7.

Any sub-contractor under this award must also adhere to ADS 252 and 253.
Information on ADS 252 and 253 are available at:

<http://www.usaid.gov/policy/ads/200/252.pdf>
<http://www.usaid.gov/policy/ads/200/253.pdf>

The Recipient may seek assistance from USAID/Nepal personnel for participant training aspects including USAID/Nepal's specific internal policies.

H.26 STANDARDS OF CONDUCT -- IMPROPER BUSINESS PRACTICES

Corruption or any other improper business practices related to this solicitation and any resulting contract(s) will not be tolerated. Transactions relating to the expenditure of public funds require the highest degree of public trust and an impeccable standard of conduct by Contractors, subcontractors and any other agent acting in connection with this contract. Examples of such unacceptable behavior include, but are not limited to providing or offering of bribes to any person associated with the contract or any subcontracts; soliciting or accepting kickbacks or bribes; and knowingly making any false or misleading accounting reports or financial statements. Contractors, subcontractors and any other agents acting under contracts awarded herein are expected to employ due diligence and have internal controls in place towards practicing good governance in execution of the contract. Any one of these entities found to have engaged in illegal activity, improper behavior, or corrupt practices will be subject to corrective actions in accordance with the respective FAR clause (FAR 52.203-13) incorporated into this solicitation and any resulting contract(s).

H.27 GENDER EQUALITY AND SOCIAL INCLUSION (GESI) REQUIREMENTS

USAID emphasizes the importance of gender equality and social inclusion (GESI) as part of good governance, inclusive economic growth and poverty reduction, and improving human capital. USAID's Gender Equality and Female Empowerment Policy outlines requirements for integrating gender considerations into project and activity design, implementation, monitoring and evaluation.

USAID/Nepal, recognizing the unique and inextricable linkages between gender, caste, and ethnicity in the country, has special requirements to extend gender analysis and integration to include social inclusion as well. Specific USAID/Nepal requirements include:

- Ensuring that all project and activity M&E plans include appropriate indicators to measure progress toward gender equality and social inclusion and that these indicators are included in the Mission PMP;
- Ensuring that actual annual data are reviewed against planned targets with attention to gaps between the extent to which females and males and members of historically marginalized groups are participating in and benefitting from projects and activities;
- Ensuring that data for sex-disaggregated and gender-sensitive indicators in the Mission; Performance Management Plan are routinely updated and available for use during Portfolio Reviews;
- Analyzing unexpected results (positive or negative) affecting females, males, and historically marginalized groups, and discussing the findings with implementing partners; and
- Ensuring that GESI-related learning across projects is regularly shared within the Mission, with other stakeholders in Nepal, and with others in USAID. Learning-focused events such as portfolio reviews, partner meetings, baseline data collection, performance and impact evaluations, and country-level GESI analyses and audits will be used to capture and share such learning.

The gender equality and social inclusion (GESI) analysis for the PFMS activity examined five dimensions of inclusion and equality, which include:

- (1) Legal rights, policies and institutions
- (2) Cultural norms, beliefs and perceptions
- (3) Roles, responsibilities and time use
- (4) Access, use and control of resources, services and opportunities
- (5) Participation and leadership

The amendment of the Civil Service Act in 2007 introduced the policy of setting aside 45 percent of vacant seats to women, ethnic minorities, disabled and remote regions to address group disparities and inequitable development outcomes. Since the amendment the percentage of female civil servants has doubled from 7 to 15 percent. Recent analysis of civil servants' caste ethnicity demonstrates that workforce diversity is not fully reflective of Nepal's demographics, as the civil service is 39.2 percent Brahmin, 22.3 percent Chettri and 7 percent Newar, with Madhesi Dalits and Muslims constituting 0.5 percent and 0.7 percent of civil service respectively.

Line ministries have created institutional mechanisms for inclusion by introducing GESI focal points and units to mainstream GESI in their respective development programs. Effective operationalization of these mechanisms has become a challenge due to lack of authority, resources and institutional coordination and linkage at national level. District and local level coordination mechanisms however, are found to be relatively successful. For example, the District Coordination Committees of Adivasi, Janajati, Dalits and Backward Communities formed by the Ministry of Federal and Local Development have initiated the practice of development planning and disaggregated reporting in terms of beneficiaries reached. Gender responsive budgeting has improved from 7 percent in 2007 to 22 percent in 2014, which also contributed in planning, monitoring and evaluation of programs through

a gender sensitive approach.

Opportunities for participation of women and excluded groups in community level decision making has increased substantially due to requirements for their representation in user groups and committees. Ministries of Health, Education, Federal Affairs and Local Development, Agriculture, Forestry, Rural Infrastructure, Irrigation and Water and Sanitation have initiated GESI assessments in order to understand the challenges of mainstreaming GESI in their organizations and development programs.

In accordance with USAID/Nepal's recognition of the importance of GESI in development, the Contractor must identify and address gender implications or opportunities in the activity and promote gender equity and women's representation/leadership throughout the implementation of the economic governance activities. Design and implementation must ensure that women and older girls are more broadly involved, and implementing partners must endeavor to strengthen their capacity to do so. Public financial management-related activities are an excellent vehicle to promote women' and historically excluded ethnic minority group's empowerment and resource access and decision-making

H.28 MANAGEMENT OF INFORMATION TECHNOLOGY RESOURCES

1. Pursuant to ADS 547, Information Technology (IT) is defined as follows:

Information Technology

(A) The term —information technology, with respect to an executive agency means any equipment or interconnected system or subsystem of equipment, that is used in the automatic acquisition, storage, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information by the executive agency. For purposes of the preceding sentence, equipment is used by an executive agency if the equipment is used by the executive agency directly or is used by a contractor under a contract with the executive agency which (i) requires the use of such equipment, or (ii) requires the use, to a significant extent, of such equipment in the performance of a service or the furnishing of a product.

(B) The term information technology' includes computers, ancillary equipment, software, firmware and similar procedures, services (including support services), and related resources.

(C) Notwithstanding subparagraphs (A) and (B), the term —information technology does not include any equipment that is acquired by a Federal contractor incidental to a Federal contract. (Source: Clinger-Cohen Act) (Chapters 541-548, 552)

2. The Contractor must maintain accountable property records of IT resources. These records must identify each accountable item of U.S. Government-funded property acquired or furnished under the contract in a format acceptable to the Contracting Officer and must be furnished to the Contracting Officer six months after the effective date of the Contract and thereafter annually based on the effective date of the contract.

3. In the event any IT resources are lost, stolen, destroyed or damaged beyond economical repair, the Contractor must promptly notify both the COR and the Contracting Officer.

4. As part of the Property Disposition Plan, the Contractor must provide a separate and final inventory

of IT resources. After consultation with the COR and the USAID Office of Information Resource Management, the Contracting Officer will provide disposition instructions to the Contractor. The Contractor must provide a final report to the COR and Contracting Officer on the final disposition of all IT resources.

5. The Contractor must comply with the requirements contained in ADS 548, which requires review and approval by the Bureau for Management, Business Consulting and Client Services, Office of the Chief Information Officer (M/CIO/BCCS) in USAID/W of information technology components in which the life-cycle cost of commodities or services (e.g., installation, maintenance, and technical assistance) exceeds \$100,000.

H.29 USAID IMPLEMENTATION OF SECTION 508 OF THE REHABILITATION ACT OF 1973 AND FEDERAL ACQUISITION CIRCULAR (FAC) 97-27 “ELECTRONIC AND INFORMATION TECHNOLOGY ACCESSIBILITY

Contractor must comply with USAID Implementation of Section 508 of the Rehabilitation Act of 1973 and Federal Acquisition Circular (FAC) 97-27 “Electronic and Information Technology Accessibility. Further information on Section 508 is available via the Internet at: <http://www.section508.gov>

H.30 LOCAL TAXES

As per “Assistance Agreement [No. 367-013 (3670183.00)] between the Government of Nepal (GoN) and the Government of the United States Of America for USAID Foreign Assistance Programs (Assistance Agreement)” dated September 24, 2014 Section B.4(a), “General Exemption,” “[t]he Agreement and the assistance thereunder are free from any taxes imposed under laws in effect in the territory of the Grantee [Government of Nepal, acting through the Ministry of Finance].” Thus, the Assistance Agreement exempts any contractor, grantee, or other organization implementing USAID-financed activities under this Assistance Agreement in Nepal. Nevertheless, the Contractor must comply with local laws regarding the payment of the VAT as required and exercise due diligence and best efforts for asserting and obtaining the necessary tax exemptions and reimbursements. Upon request, USAID/Nepal will provide available documentation to support allowable exemption from incurrence of host country taxes on project-related activities.

H.31 EMERGENCY PREPAREDNESS AND RESPONSE PLAN (EPRP) (M.O. No. 304.0.0)

Nepal is a seismically active zone and is considered at high risk of earthquakes. Minor tremors are not uncommon. Earthquakes are impossible to predict and can result in major devastation and loss of life. There are several websites focusing on earthquakes preparedness, including <http://www.ready.gov/earthquakes>. The Emergency Preparedness Guide created by the U.S. Embassy Nepal’s Consular Section is an additional resource http://photos.state.gov/libraries/nepal/391216/misc_pdf/Emergency%20Preparedness%20Manual%202013-12.pdf. In the event of a major disaster or earthquake, entities operating in Nepal must be prepared to be self-sufficient. To facilitate earthquake preparedness, USAID requires implementing partners to develop sound Emergency Preparedness and Response Plans (EPRP).

USAID also requests implementing partners incorporate disaster risk reduction into their activities.

1. Disaster Risk Reduction: Disaster risk reduction — addressing vulnerabilities to, and preparation for, anticipated and recurring natural hazards — requires sound awareness and advocacy within the government, external development partners, civil society and the general public. The Implementer is encouraged to promote disaster resilience and continually seek creative opportunities for incorporating disaster risk reduction into program activities. This includes such activities as awareness raising and advocacy for emergency preparedness and disaster risk reduction within the Government of Nepal. The Implementer is expected to ensure that project training where appropriate and as directed includes appropriate emergency preparedness and disaster risk reduction elements.

2. Preparedness: The Implementer must prepare for the impact that a large disaster would have on both staff and program implementation through the preparation of an Emergency Preparedness and Response Plan (EPRP). EPRPs must be brief (several paragraphs to one page) and contain the following:

Table of Contents

1. Primary contacts within the Implementer's organization and sub-partners. Please note if backup communications (radio, sat phone) are available.

2. Primary contacts within USAID/Nepal (in the event of a mega disaster, USAID wants to maximize the possibility of awardees being able to contact USAID)

- Contract Officer's Representative (COR) in Kathmandu
- Alternate COR
- Office Director
- Office Deputy Director
- Contracting Officer (CO)

3. Plans for information and educating staff including plans for drills.

4. Resource List identifying items on-hand and items for purchase which may include items such as solar-powered satellite phones with numbers, contents of go-bags and stay-bags, portable generators, essential survival equipment first-aid and other medical resources, etc., and their locations, for example, address of building in VDC, or vehicles identification.

5. Description of post-disaster recovery activities within the manageable interest of the partner which could be undertaken in the case of a natural disaster. The Implementers must not dedicate resources for disaster response beyond preparedness for responding to staff needs. However, partners must be prepared for contingencies including the possibility that USAID may modify activities within the award as a result of a disaster.

The EPRP is due for submission to the COR within 90 days after the effective date of this contract unless noted otherwise in the delivery schedule of the contract.

The Implementer is expected to inform its staff about the contents of its EPRP through training and drills or other similarly effective methods. Additionally, the Implementer can request the U.S. Embassy to share details of its own earthquake preparedness planning for staff. The brevity required for the EPRP submission to USAID does not in any way restrict the Implementer from developing a

fuller emergency preparedness manual for use by project management and staff.

H.32 VOLUNTARY POPULATION PLANNING ACTIVITIES (JUNE 2008) (AAPD 08-01)

(a) *Requirements for Voluntary Sterilization Program.* None of the funds made available under this contract must be used to pay for the performance of involuntary sterilization as a method of family planning or to coerce or provide any financial incentive to any individual to practice sterilization.

(b) *Prohibition on Abortion-Related Activities*

(1) No funds made available under this contract will be used to finance, support, or be attributed to the following activities: (i) procurement or distribution of equipment intended to be used for the purpose of inducing abortions as a method of family planning; (ii) special fees or incentives to any person to coerce or motivate them to have abortions; (iii) payments to persons to perform abortions or to solicit persons to undergo abortions; (iv) information, education, training, or communication programs that seek to promote abortion as a method of family planning; and (v) lobbying for or against abortion. The term “motivate”, as it relates to family planning assistance, must not be construed to prohibit the provision, consistent with local law, of information or counseling about all pregnancy options.

(2) No funds made available under this contract will be used to pay for any biomedical research which relates, in whole or in part, to methods of, or the performance of, abortions or involuntary sterilizations as a means of family planning. Epidemiologic or descriptive research to assess the incidence, extent or consequences of abortions is not precluded.

(c) The Contractor must insert this provision in all subcontracts.

H.33 ELECTRONIC PAYMENTS SYSTEM (PEB No. 2014-16)

1. Definitions:

a. “Cash Payment System” means a payment system that generates any transfer of funds through a transaction originated by cash, check, or similar paper instrument. This includes electronic payments to a financial institution or clearing house that subsequently issues cash, check, or similar paper instrument to the designated payee.

b. “Electronic Payment System” means a payment system that generates any transfer of funds, other than a transaction originated by cash, check, or similar paper instrument, which is initiated through an electronic terminal, telephone, mobile phone, computer, or magnetic tape, for the purpose of ordering, instructing or authorizing a financial institution to debit or credit an account. The term includes debit cards, wire transfers, transfers made at automatic teller machines, and point-of-sale terminals.

2. The Contractor agrees to use an electronic payment system for any payments under this award to beneficiaries, subcontractors, or grants under contracts, where applicable.

3. Exceptions. The Contractor is allowed the following exceptions, provided the Contractor documents its contract file with the appropriate justification:

- a. Cash payments made while establishing electronic payment systems, provided that this exception is not used for more than six months from the effective date of this award.
 - b. Cash payments made to payees where the Contractor does not expect to make payments to the same payee on a regular, recurring basis, and payment through an electronic payment system is not reasonably available.
 - c. Cash payments to vendors below the micro purchase level as defined by FAR 2.101, or for Grants under Contracts for less than \$3,000, when payment through an electronic payment system is not reasonably available.
 - d. The Contractor has received a specific written exception from the Contracting Officer that a specific payment or all cash payments are authorized, based on the Contractor's written justification, which provides a basis and cost analysis for the requested exception.
4. More information about how to establish, implement, and manage electronic payment methods is available to Contractors at <http://solutionscenter.nethope.org/programs/c2e-toolkit>.”

H.34 GRANTS UNDER CONTRACT

The Contractor is required to develop and execute a grants program on behalf of USAID/Nepal as detailed in Section C.4.1.1 and L.9.2.1.2 of this Contract and in accordance with the requirements for grants under contracts as provided in ADS 302 and ADS 303. The Contractor must apply at a minimum all of the following requirements to the grants program and all grants awarded by the Contractor under the Contract:

- i. The Contractor is authorized to develop a grants program and execute grants, not cooperative agreements, on behalf of USAID/Nepal to non-governmental organizations (non-profits or for-profits). Note: Approval for solely in-kind grants to government entities are subject to the approval by the Contracting Officer as a matter of disposition of equipment and vehicles.
- ii. In accordance with ADS 302 and ADS 303, the total value of any individual grant to a U.S. organization, if any, must not exceed \$100,000. This limitation does not apply to grant awards to non-U.S. organizations.
- iii. The Contractor must ensure that the COR is significantly involved in establishing the selection criteria.
- iv. The selection of all grants recipients is subject to the Contracting Officer's written approval. If grant recipient approval authority is delegated by the Contracting Officer, the Contracting officer will make this delegation in writing.
- v. To all grants signed by the Contractor, the Contractor must follow and apply all Agency requirements which apply to the award and administration of all USAID-executed grants. The range of requirements must include, but is not limited to, all requirements of USAID's Automated Directives System 302 and 303, as amended, all applicable regulatory, policy or procedural changes disseminated through Acquisition & Assistance Policy Directives or any similar notice available on the Agency's

website.

vi. The Contractor must include award language that notifies the grantee that USAID/Nepal retains the right to terminate the grant activity (activities) unilaterally in extraordinary circumstances.

vii. Each grant awarded by the Contractor on behalf of USAID/Nepal under the forthcoming contract must be in the following form: (1) a grant letter; (2) a Schedule; (3) a Program Description to be developed by the grantee and the Contractor; and (4) (i) the mandatory standard provisions and (ii) any applicable required-as-applicable standard provisions. The Contractor may also use a Fixed Obligation Grant format when appropriate as described in ADS 303.

viii. The Contractor must ensure that the grantee does not appear on the “List of Parties Excluded from Federal Procurement and Non-Procurement Programs” and is not otherwise restricted from receiving USG funding.

ix. The Contractor must acquire a signed Certification Regarding Terrorist Financing from the proposed grantee and the Contractor must confirm that the proposed grantee: (i) does not appear on the master list of Specially Designated Nationals and Blocked Persons, which list is maintained by the U.S. Treasury’s Office of Foreign Assets Control (OFAC) and is available online at OFAC’s website: <http://www.treas.gov/offices/eotffc/ofac/sdn/t II sdn.pdf> and (ii) is not included in any supplementary information concerning prohibited individuals or entities that may be provided by USAID/Nepal to the Contractor.

x. The Contractor must consider all information about the proposed grantee of which it is aware and all public information that is reasonably available to it or of which it should be aware prior to recommending the recipient organization for USAID/Nepal’s approval. The Contractor must implement reasonable monitoring and oversight procedures to safeguard against assistance being diverted to support terrorist activity and to immediately notify USAID and cease support, transactions or dealings with any individual or organization that is designated by the United States Government as a Foreign Terrorist Organization or as a Specially Designated Terrorist or a Specially Designated Global Terrorist or has been designated by the United States Government in or pursuant to Executive Orders 12947 or 13224, or has been designated by the 1267 Committee, or otherwise engages in terrorist acts.

xi. Grants must not extend for any period beyond the estimated termination or completion date of the Contract.

xii. The grant must provide that payment of any interest, fees, program income and other refunds generated by grant recipients hereunder will be made to a special, non-commingled, interest-bearing account established by the Contractor (the “Separate Account”). The Contractor has no beneficial interest in any funds in the Separate Account. Funds in the Separate Account must be used as directed by the USAID/Nepal Contracting Officer.

xiii. The Contractor must scrupulously avoid any conflicts of interest and should any conflict of interest arise, the Contractor must immediately notify the Contracting Officer as to the conflict and the Contractor’s proposed solution for avoiding the conflict, and the Contractor must follow the instructions of the Contracting Officer.

xiv. The Contractor will act as custodian for USAID of all records relating to grants under the Contract. The Contractor will preserve all records with respect to its grant-making (including with respect to the deliberations of all Review Panels) and grant administration hereunder. Copies of all reports received from grantees will be promptly forwarded to the COR. USAID and the Comptroller General must have full access to all documents, papers and others records of the Contractor with respect to its duties hereunder. At the conclusion of the Contract, the Contractor must consult with the Contracting Officer for direction as to which records must be transferred to USAID.

xv. With reference to ADS 303 Required as Applicable Standard Provision entitled “Publications and Media Releases”, the Contractor must obtain written clearance from the COR and then forward one copy of all published reports generated by recipients under the grants program to USAID Development Experience Clearinghouse (DEC) .at: <http://dec.usaid.gov>.

xvi. The Contractor must comply with and apply additional grant program requirements and details as described in Section L.5.2 of this Contract. Conflicts between Section L and this Section must be resolved by the Contracting Officer.

xvii. Grants proposed for “Public International Organizations” or host government entities are subject to Contracting Officer review and approval regardless of other delegated authority.

xviii. Grants may not include construction, infrastructure, renovation, or rehabilitation projects.

xix. The Contractor is responsible for administering all the Grants Under Contracts program.

H.35 GEOGRAPHIC INFORMATION SYSTEM (GIS)

The following paragraphs describe GIS reporting requirements.

1. Activity Location Data
2. Indicator Data
3. Common data standards
4. Other Geospatial data and software

1. Activity Location Data

- (1) Once Implementing partner decide the sites for implementation of the activity (award), the sites must be digitized into a geographic information system, a common web map of all USAID activities implemented by different implementing partners, using an Activity Mapping Tool (AMT) provided by USAID Nepal. The ‘sites’ here refer to the smallest local government unit of ward (admin 5), according to the newly created federal structure of Nepal. However, implementing partner will enter the actual coordinates into the AMT for those activities whose location is known precisely. Activities that support central or provincial level of governments, shall be mapped at the ward of municipalities where the national and provincial capitals fall.
- (2) USAID/Nepal shall provide orientation training to the implementing partner on the use of geospatial Activity Mapping Tool (AMT) to create and maintain activity location data. USAID Nepal will provide detailed description on Activity Mapping Tools (AMT) and USAID Nepal’s

Common GIS Data Standards to the implementation partner during this training. Implementing partner shall be responsible for periodic updates and shall be responsible to maintain the currency of activity location information. The updating of the location shall take place frequently, not exceeding time longer than a month.

- (3) For this part of deliverable, it is not required for implementing partner to separate the activity into various sub-activities and components. There is also no need to separately submit a GIS data or shapefile by the implementing partners once the AMT tool is used to maintain activity location information, unless specific requests are made.
- (4) Implementing partner must use the activity location data from this common source to create their project coverage maps. There shall not be any discrepancy between data used by implementing partner and USAID Nepal mission for sharing and preparation of activity maps. Different methods of downloading the activity data in various formats shall be provisioned by USAID Nepal.
- (5) In the benefits for implementing partner and USAID Nepal Mission, USAID Nepal shall not accept activity location data in any other form, than described above.

2. Indicator Data

- (1) Implementing partner shall aggregate indicator data at ward level (admin 5), the smallest unit of local government units of Nepal and create a shapefile by joining the indicator data file with admin 5 (ward) shapefile.
- (2) The Indicator shape file shall be uploaded to a GIS platform provided by USAID Nepal. USAID Nepal shall be providing methodology and training on the data aggregation, creation of shape file and uploading on the system.
- (3) Implementing partner shall furnish with all the metadata associated with the indicator GIS data, USAID Nepal shall provide an approach to create the metadata and documentation, during the time training is provided on uploading the data to the USAID's system.
- (4) USAID Nepal GIS/M&E team will collaborate with M&E team of implementing partner to finalize the list of indicators for mapping.
- (5) USAID Nepal provides implementing partner with standardized geographic framework data required for planning, implementation and monitoring, including indicator data mapping. A link for downloading the data shall be provided to the implementing partner.
- (6) Data formats for indicator data reporting shall be made available to the implementing partner by USAID Nepal during post-award planning meetings.
- (7) Preparation of activity location data, indicator mapping, data structure, storage of data and reporting shall be periodically monitored by USAID along with the implementing partner and feedbacks and corrective measures shall be provided.

- (8) Indicator data GIS shall be prepared and uploaded into the system every reporting period agreed by implementing partner and by USAID Nepal. At the end of the activity, the implementer shall provide cumulative data of each indicator for each reporting period, year and the entirety of the project. Data quality assessments will periodically be conducted to ensure data usability.

3. *Common standards*

- (1) USAID Nepal's common GIS and data standards shall be used by the implementing partner to save time and resources. Implementing partner shall communicate with USAID Nepal on common data standards and available standardized framework data. USAID Nepal shall provide Implementing partner with geographic framework data (see 2.4).
- (2) The framework data will comprise of standard codes, names of places and admin names, boundaries and layers in Nepal's standard coordinate and projection system. A transformation approach to conversion to and from WGS84 shall be provided.

4. *External Data and Software*

- (1) Data: If the Implementer creates, collects, purchases, or acquires any data, spatial or non-spatial, that supports the objectives of the project, and then implementing partner shall provide copy of data to USAID Nepal through a system provided by USAID Nepal or USAID Washington.
- (2) Document digital spatial data according to Federal Geographic Data Committee (FGDC) Level 1 metadata standards (see www.fgdc.gov); (Free tools are available to create this metadata at the following link: <http://www.fgdc.gov/metadata/geospatial-metadata-tools>).
- (3) Provide USAID all processed intermediate and raw data; Make spatial data available to the public at the cost of reproduction.
- (4) Be prepared to open data as per Washington's requirements and upload data to a web-based data repository that has ability to search and discover in case such directives and systems are provided by USAID/Nepal and or designated open data specialist at the Mission.
- (5) Software: If the implementer develops software such as applications/apps (GIS, other software) to process project-related data, the implementer must provide such software, documentation of the software, and copy and source code of the software to USAID/Nepal. If the implementer develops an online repository of project-related information, then it is mandatory for the implementer to provide USAID/Nepal full access to this information, including the right to extract data. If the implementer buys software with significant resources, a mechanism must be worked out with USAID with regards to its use after the project closes out.

5. **New data collection strategy**

Mission is in a process of approving new data collection, reporting and analysis strategy. Once it is approved, this new approved approach shall be used by *Tayar Nepal* and other activities as mandatory

GIS reporting and data use requirement. This requirement will be notified to the implementing partner, and the implementing partner shall implement this strategy.

H.36 ORDERING SUPPLEMENTAL TECHNICAL ASSISTANCE (CLIN 0003)

- (a) Only the Contracting Officer may issue Task Orders under this CLIN, providing specific authorization or direction to perform work within the scope of the contract and as specified in the Schedule. The Contractor may incur costs under this CLIN in performance of task orders and task order modifications issued under the “IDIQ Supplemental Technical Assistance” portion of this contract.
- (b) Prior to ordering work under this IDIQ Supplemental Technical Assistance CLIN, the Contracting Officer must request a task order proposal from the Contractor to include the technical approach, period of performance/schedule, appropriate cost information, and any other information required to determine the reasonableness of the Contractor’s proposal. The Contracting Officer must provide the Contractor with the following:
 - 1. A functional description of the work identifying the objectives or results desired from the contemplated order.
 - 2. Proposed performance standards to be used as criteria for determining whether the work requirements have been met.
- (c) Within 14 calendar days or less, as determined by the Contracting Officer, after receipt of the Contracting Officer’s request, the Contractor must submit a task order proposal which must include, but not be limited to, technical approach for completing the work, including a staffing plan, proposed subcontracts, including consultants, proposed level of effort and staffing mix, propose cost and fee, rationale to support pricing for subcontracts, travel and Other Direct Costs, period of performance/schedule, and any other information pertinent to the completion of the task order as required in the task order request.
- (d) After review and any necessary discussions, the Contracting Officer may issue a Task Order under this Contract containing the following:
 - 1. Date of order.
 - 2. Contract number and order number.
 - 3. Functional description of the work identifying the objectives or results desired from the task order, including special instructions or other information necessary for performance of the task.
 - 4. Performance standards, and where appropriate, quality assurance standards.
 - 5. Delivery/performance schedule including start and end dates.
 - 6. Place of delivery or performance.
 - 7. Total level-of-effort being ordered.
 - 8. Maximum dollar amount authorized (Cost plus Fixed Fee) for the task order, not to exceed the maximum Cost Plus Fixed Fee of the IDIQ CLIN set forth in Section B.3.d.
 - 9. Any Mission-furnished resources (travel, materials, equipment, facilities, etc.) authorized in the task order.
 - 10. Funding (Accounting and appropriation data).

11. Method of payment and payment office, if not specified in the contract

H.37 HUMANITARIAN ASSISTANCE CODE OF CONDUCT

(Emergency Supplemental Appropriations Act for Defense, the Global War on Terror, and Tsunami Relief, 2005 (P.L. 109-13) Sec. 2110). International Disaster and Famine Assistance, and Transition Initiatives funds may not be obligated directly by USAID in an assistance agreement or an acquisition agreement with any organization that fails to adopt a code of conduct that provides for the protection of beneficiaries of assistance from sexual exploitation and abuse in humanitarian relief operations.

H.38 LIMITATION ON ACQUISITION OF INFORMATION TECHNOLOGY (DEVIATION NOs. M/OAA-DEV-FAR-18-2c and M/OAA-DEV-AIDAR-18-2c) (APRIL 2018)

- (a) Definitions. As used in this contract -- “Information Technology” means
 - (1) Any services or equipment, or interconnected system(s) or subsystem(s) of equipment, that are used in the automatic acquisition, storage, analysis, evaluation, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information by the agency; where
 - (2) such services or equipment are ' used by an agency' if used by the agency directly or if used by a contractor under a contract with the agency that requires either use of the services or equipment or requires use of the services or equipment to a significant extent in the performance of a service or the furnishing of a product.
 - (3) The term " information technology" includes computers, ancillary equipment (including imaging peripherals, input, output, and storage devices necessary for security and surveillance), peripheral equipment designed to be controlled by the central processing unit of a computer, software, firmware and similar procedures, services (including provisioned services such as cloud computing and support services that support any point of the lifecycle of the equipment or service), and related resources.
 - (4) The term "information technology" does not include any equipment that is acquired by a contractor incidental to a contract that does not require use of the equipment.
- (b) The Federal Information Technology Acquisition Reform Act (FITARA) requires Agency Chief Information Officer (CIO) review and approval of contracts that include information technology or information technology services.
- (c) The Contractor must not acquire information technology as defined in this clause without the prior written approval by the contracting officer as specified in this clause.
- (d) Request for Approval Requirements:
 - (1) If the Contractor determines that any information technology will be necessary to meet the Government’s requirements or to facilitate activities in the Government’s statement of work, the Contractor must request prior written approval from the Contracting Officer.
 - (2) As part of the request, the Contractor must provide the Contracting Officer a description and an estimate of the total cost of the information technology equipment, software, or services to be procured under this contract. The Contractor must simultaneously notify the Contracting Officer’s Representative (COR) and the Office of the Chief Information Office at ITAuthorization@usaid.gov.

- (e) The Contracting Officer will provide written approval to the Contractor through modification to the contract expressly specifying the information technology equipment, software, or services approved for purchase by the COR and the Agency CIO. The Contracting Officer will include the applicable clauses and special contract requirements in the modification.
- (f) Except as specified in the contracting officer's written approval, the Government is not obligated to reimburse the Contractor for any costs incurred for information technology as defined in this clause.
- (g) The Contractor must insert the substance of this clause, including this paragraph (g), in all subcontracts.

[END OF SECTION H]

PART II – CONTRACT CLAUSES

SECTION I – CONTRACT CLAUSES

I.1 FAR 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):<http://www.acquisition.gov/far/>

(End of provision)

I.2 NOTICE LISTING FAR SOLICITATION PROVISIONS INCORPORATED BY REFERENCE

The following solicitation provisions are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR “52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE” contained in this document. FAR 52.252-1 contains the internet address for electronic access to the full text of a clause.

FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)

NUMBER	TITLE	DATE
52.202-1	DEFINITIONS	(JAN 2012)
52.203-3	GRATUITIES	(APR 1984)
52.203-5	COVENANT AGAINST CONTINGENT FEES	(APR 1984)
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	(SEP 2006)
52.203-7	ANTI-KICKBACK PROCEDURES	(OCT 2010)
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	(JAN 1997)
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	(JAN 1997)
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	(OCT 2010)
52.204-2	SECURITY REQUIREMENTS	(AUG 1996)
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER	(MAY 2011)
52.204-7	SYSTEM FOR AWARD MANAGEMENT	(JUL 2013)
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	(JAN 2011)
52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-	(AUG 2012)

	TIER SUBCONTRACT AWARDS	
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE	(JUL 2013)
52.204-16	COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING	(NOV 2014)
52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE	(NOV 2014)
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	(DEC 2010)
52.209-9	UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS	(FEB 2012)
52.215-1	INSTRUCTIONS TO OFFERORS—COMPETITIVE ACQUISITION	(JAN 2017)
52.215-2	AUDIT AND RECORDS—NEGOTIATION	(OCT 2010)
52.215-8	ORDER OF PRECEDENCE:UNIFORM CONTRACT FORMAT	(OCT 1997)
52.215-14	INTEGRITY OF UNIT PRICES	(OCT 2010)
52.215-19	NOTIFICATION OF OWNERSHIP CHANGES	(OCT 1997)
52.215-22	LIMITATIONS ON PASS-THROUGH CHARGES – IDENTIFICATION OF SUBCONTRACT EFFORT	(OCT 2009)
52.215-23	LIMITATIONS ON PASS-THROUGH CHARGES ALTERNATE I	(OCT 2009)
52.216-7	ALLOWABLE COST AND PAYMENT	(JUN 2011)
52.216-8	FIXED FEE	(JUN 2011)
52.216-24	LIMITATION OF GOVERNMENT LIABILITY	(APR 1984)
52.217-2	CANCELLATION UNDER MULTI-YEAR CONTRACTS	(OCT 1997)
52.217-5	EVALUATION OF OPTIONS	(JUL 1990)
52.217-8	OPTION TO EXTEND SERVICES	(NOV 1999)
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	(OCT 2014)
52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN	(OCT 2014)
52.222-2	PAYMENT FOR OVERTIME PREMIUMS	(JUL 1990)
52.222-3	CONVICT LABOR	(JUN 2003)
52.222-4	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT – OVERTIME COMPENSATION	(JUL 2005)
52.222-21	PROHIBITION OF SEGREGATED FACILITIES	(FEB 1999)
52.222-26	EQUAL OPPORTUNITY	(MAR 2007)
52.222-29	NOTIFICATION OF VISA DENIAL	(JUN 2003)
52.222-35	EQUAL OPPORTUNITY FOR VETERANS	(SEP 2010)
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	(OCT 2010)
52.222-37	EMPLOYMENT REPORTS ON VETERANS	(SEP 2010)
52.222-38	COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS	(DEC 2001)
52.222-50	COMBATING TRAFFICKING IN PERSONS	(MAR 2015)
52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION	(MAY 2011)
52.223-6	DRUG-FREE WORKPLACE	(MAY 2001)
52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT	(AUG 2011)

	MESSAGING WHILE DRIVING	
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	(JUN 2008)
52.225-14	INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT	(FEB 2000)
52.225-25	PROHIBITION ON ENGAGING IN SANCTIONED ACTIVITIES RELATING TO IRAN CERTIFICATION	(SEP 2010)
52.227-14	RIGHTS IN DATA – GENERAL	(DEC 2007)
52.227-16	ADDITIONAL DATA REQUIREMENTS	(JUN 1987)
52.228-7	INSURANCE - LIABILITY TO THIRD PERSONS	(MAR 1996)
52.229-8	TAXES-FOREIGN COST-REIMBURSEMENT CONTRACTS	(MAR 1990)
52.230-2	COST ACCOUNTING STANDARDS	(MAY 2012)
52.230-3	DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES	(MAY 2012)
52.230-4	DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES – FOREIGN CONCERNS	(JUN 2010)
52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS	(JUN 2010)
52.232-9	LIMITATION ON WITHHOLDING OF PAYMENTS	(APR 1984)
52.232-17	INTEREST	(OCT 2010)
52.232-18	AVAILABILITY OF FUNDS	(APR 1984)
52.232-22	LIMITATION OF FUNDS	(APR 1984)
52.232-23	ASSIGNMENT OF CLAIMS	(JAN 1986)
52.232-25	PROMPT PAYMENT	(OCT 2008)
52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER – CENTRAL CONTRACTOR REGISTRATION	(OCT 2003)
52.232-34	PAYMENT BY ELECTRONIC FUNDS TRANSFER—OTHER THAN CENTRAL CONTRACTOR REGISTRATION	(MAY 1999)
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	(DEC 2013)
52.233-1	DISPUTES	(JUL 2002)
52.233-2	SERVICE OF PROTEST	(SEP 2006)
52.233-3	PROTEST AFTER AWARD	(AUG 1996)
	ALTERNATE I	(JUN 1985)
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	(OCT 2004)
52.237-9	WAIVER OF LIMITATION ON SEVERANCE PAYMENTS TO FOREIGN NATIONALS	(AUG 2003)
52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	(APR 1984)
52.242-2	PRODUCTION PROGRESS REPORTS	(APR 1991)
52.242-3	PENALTIES FOR UNALLOWABLE COSTS	(MAY 2001)
52.242-4	CERTIFICATION OF FINAL INDIRECT COSTS	(JAN 1997)
52.242-13	BANKRUPTCY	(JUL 1995)
52.243-2	CHANGES – COST-REIMBURSEMENT	(AUG 1987)
	ALTERNATE I	(APR 1984)
52.243-7	NOTIFICATION OF CHANGES	(APR 1984)
52.244-2	SUBCONTRACTS	(OCT 2010)
	ALTERNATE I	(JUN 2007)
52.244-5	COMPETITION IN SUBCONTRACTING	(DEC 1996)
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	(DEC 2010)
52.245-1	GOVERNMENT PROPERTY	(APR 2012)

52.246-25	LIMITATION OF LIABILITY – SERVICES	(FEB 1997)
52.247-63	PREFERENCE FOR U.S. FLAG AIR CARRIERS	(JUN 2003)
52.247-67	SUBMISSION OF TRANSPORTATION DOCUMENTS FOR AUDIT	(FEB 2006)
52.249-6	TERMINATION (COST REIMBURSEMENT)	(MAY 2004)
52.249-14	EXCUSABLE DELAYS	(APR 1984)
52.253-1	COMPUTER GENERATED FORMS	(JAN 1991)

I.2.1 FAR FULL TEXT CLAUSES

I.2.1.1 FAR 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates a hybrid Cost-Plus-Fixed-Fee (CPFF) completion and IDIQ contract resulting from this solicitation.

(End of provision)

I.2.1.2 FAR 52.216-18 ORDERING (JUL 1990)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from TBD through TBD.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered “issued” when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

I.2.1.3 FAR 52.216-19 ORDERING LIMITATIONS (OCT 1995)

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than \$5,000 the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) *Maximum order.* The Contractor is not obligated to honor --

(1) Any order for a single item in excess of \$3,000,000;

(2) Any order for a combination of items in excess of \$6,000,000 or

(3) A series of orders from the same ordering office within 180 days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (*i.e.*, includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 14 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

I.2.1.4 FAR 52.216-22 INDEFINITE QUANTITY (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after March 29, 2024.

(End of Clause)

I.2.1.5 FAR 52.217-5 EVALUATION OF OPTIONS (JUL 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option.

(End of clause)

I.2.1.6 FAR 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates

specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 20 days.

(End of clause)

I.2.1.7 FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

- (a) The Government may extend the term of this contract beyond the base year period by written notice to the Contractor within 120 days, provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 120 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

(End of clause)

I.3 USAID ACQUISITION REGULATION (AIDAR 48 CFR CHAPTER 7) CLAUSES

I.3.1 AIDAR 752.252-1 AIDAR SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (MAR 2015)

This solicitation incorporates one or more provisions by reference, with the same force and effect as if they were given in full text. Upon request, the contracting officer will make their full text available. Also, the full text of all AIDAR solicitation provisions is contained in the Code of Federal Regulations (CFR) located at 48 CFR chapter 7.

AIDAR (48 CFR Chapter 7)

NUMBER	TITLE	DATE
752.202-1	DEFINITIONS.	(JAN 1990)
752-204-2	SECURITY REQUIREMENTS	(FEB 1999)
752.209-71	ORGANIZATIONAL CONFLICTS OF INTEREST DISCOVERED AFTER AWARD	(JUN 1993)
752.211-70	LANGUAGE AND MEASUREMENT	(JUN 1992)
752.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS AND SMALL DISADVANTAGED BUSINESS CONCERNS	(MAR 2015)
752.219-70	USAID MENTOR-PROTÉGÉ PROGRAM	(JULY 2007)
752.226-3	LIMITATIONS ON SUBCONTRACTING	(JUN 1993)

752.227-14	RIGHTS IN DATA – GENERAL	(OCT 2007)
752.242-70	PERIODIC PROGRESS REPORTS	(OCT 2007)
752.7032	INTERNATIONAL TRAVEL APPROVAL AND NOTIFICATION REQUIREMENTS	(APR 2014)
752.7034	ACKNOWLEDGEMENT AND DISCLAIMER	(DEC 1991)

I.3.2 AIDAR FULL TEXT SOLICITATION PROVISIONS

I.3.2.1 AIDAR 752.7013 CONTRACTOR-MISSION RELATIONSHIPS (M/OAA-DEV-AIDAR-18-04c) (JUN 2018)

(a) The Contractor acknowledges that this contract is an important part of the United States Foreign Assistance Program and agrees that its operations and those of its employees in the Cooperating Country will be carried out in such a manner as to be fully commensurate with the responsibility which this entails. This responsibility includes the Contractor ensuring that employees act in a manner consistent with the standards for United Nations (UN) employees in Section 3 of the UN Secretary General's Bulletin - Special Measures for Protection from Sexual Exploitation and Sexual Abuse (ST/SGB/2003/13).

(b) The Mission Director is the chief representative of USAID in the Cooperating Country. In this capacity, the Mission Director is responsible for both the total USAID program in the cooperating country including certain administrative responsibilities set forth in this contract, and for advising USAID regarding the performance of the work under the contract and its effect on the United States Foreign Assistance Program. Although the Contractor will be responsible for all professional, technical, and administrative details of the work called for by the contract, it must be under the guidance of the Mission Director in matters relating to foreign policy. The Chief of Party must keep the Mission Director currently informed of the progress of the work under the contract.

(c) If the Contractor determines that the conduct of any employee is not in accordance with the preceding paragraphs, the Contractor's Chief of Party must consult with the USAID contracting officer and the Mission Director and the employee involved and must recommend to the Contractor a course of action with regard to such employee.

(d) The parties recognize the rights of the U.S. Ambassador to direct the removal from a country of any U.S. citizen or the discharge from this contract of any individual (U.S., third-country, or cooperating-country national) when, at the discretion of the Ambassador, the interests of the United States so require. Under these circumstances termination of an employee and replacement by an acceptable substitute must be at no cost to USAID.

[END OF SECTION I]

PART III—LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

SECTION J—LIST OF EXHIBITS AND ATTACHMENTS

- J.1 INITIAL ENVIRONMENTAL EXAMINATION
- J.2 DISCLOSURE OF LOBBYING ACTIVITIES
- J.3 USAID FORM 1420-17- CONTRACTOR BIOGRAPHICAL DATASHEET
- J.4 U.S. EMBASSY KATHMANDU LOCAL COMPENSATION PLAN

[END OF SECTION J]

PART IV – REPRESENTATIONS AND INSTRUCTIONS

SECTION K – REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

K.1 NOTICE LISTING FAR SOLICITATION PROVISIONS INCORPORATED BY REFERENCE

The solicitation provisions pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) per the provision at FAR “52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE” under **Section I** of this solicitation. The solicitation provisions’ full text may be accessed electronically at this address:

<http://www.acquisition.gov/far/>

NUMBER	TITLE	DATE
52.203-11	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	(SEP 2007)
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	(OCT 2010)
52.204-19	INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS	(DEC 2014)
52.209-2	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS-REPRESENTATION	(NOV 2015)
52.209-10	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS	(NOV 2015)
52.225-20	PROHIBITION ON CONDUCTION RESTRICTED BUSINESS OPERATIONS IN SUDAN	(AUG 2009)
52.225-25	PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATED TO IRAN	(AUG 2018)

K.2 FAR 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (OCT 2017)

- (a) (1) The North American Industry Classification System (NAICS) code for this acquisition is _____ *[insert NAICS code]*.
- (2) The small business size standard is _____ *[insert size standard]*.
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.
- (b) (1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.
- (2) If the provision at 52.204-7 is not included in this solicitation, and the offeror is currently registered in the System for Award Management (SAM), and has completed the Representations and Certifications section of SAM electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual

representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

- ☐ (i) Paragraph (d) applies.
- ☐ (ii) Paragraph (d) does not apply and the Offeror has completed the individual representations and certifications in the solicitation.

- (c) (1) The following representations or certifications in SAM are applicable to this solicitation as indicated:
- (i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—
 - (A) The acquisition is to be made under the simplified acquisition procedures in Part 13;
 - (B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; *or*
 - (C) The solicitation is for utility services for which rates are set by law or regulation.
 - (ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.
 - (iii) 52.203-18, Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation. This provision applies to all solicitations.
 - (iv) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the clause at 52.204-7, Central Contractor Registration.
 - (v) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—
 - (A) Are not set aside for small business concerns;
 - (B) Exceed the simplified acquisition threshold; *and*
 - (C) Are for contracts that will be performed in the United States or its outlying areas.
 - (vi) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations—Representation. This provision applies to solicitations using funds appropriated in fiscal years 2008, 2009, 2010, or 2012.
 - (vii) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.
 - (viii) 52.209-11, Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.
 - (ix) 52.214-14, Place of Performance—Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.
 - (x) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.
 - (xi) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.
 - (A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

- (B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.
- (xii) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.
- (xiii) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.
- (xiv) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.
- (xv) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.
- (xvi) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA–designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products under Service and Construction Contracts.
- (xvii) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA–designated items.
- (xviii) 52.225-2, Buy American Act Certificate. This provision applies to solicitations containing the clause at 52.225-1.
- (xix) 52.225-4, Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225-3.
- (A) If the acquisition value is less than \$25,000, the basic provision applies.
- (B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.
- (C) If the acquisition value is \$50,000 or more but is less than \$77,533, the provision with its Alternate II applies.
- (D) If the acquisition value is \$77,533 or more but is less than \$100,000, the provision with its Alternate III applies
- (xx) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.
- (xxi) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan—Certification. This provision applies to all solicitations.
- (xxii) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications. This provision applies to all solicitations.
- (xxiii) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.
- (2) The following certifications are applicable as indicated by the Contracting Officer:
[Contracting Officer check as appropriate.]
- ☐ (i) 52.204-17, Ownership or Control of Offeror.
- ☐ (ii) 52.204-20, Predecessor of Offeror.
- ☐ (iii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

- ☐ (iv) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment- Certification.
- ☐ (v) 52.222-52, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Certification.
- ☐ (vi) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA–Designated Products (Alternate I only).
- ☐ (vii) 52.227-6, Royalty Information.
- ☐ (A) Basic.
- ☐ (B) Alternate I.
- ☐ (vii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.
- (d) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through <https://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR CLAUSE #	TITLE	DATE	CHANGE
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Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on SAM.

(End of provision)

K.3 FAR 52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (OCT 2015)

- (a) (1) The Offeror certifies, to the best of its knowledge and belief, that-
- (i) The Offeror and/or any of its Principals –
- (A) Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
- (B) Have ☐ have not ☐, within a three-year period preceding this offer, 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) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax

laws, or receiving stolen property (if offeror checks “have”, the offeror shall also see 52.209-7, if included in this solicitation);

- (C) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision;
- (D) Have ☐, have not ☐, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.
 - (1) Federal taxes are considered delinquent if both of the following criteria apply:
 - (i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
 - (ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.
 - (2) Examples.
 - (i) The taxpayer has received a statutory notice of deficiency, under I.R.C. § 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.
 - (ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. § 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.
 - (iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. § 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.
 - (iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).
- (ii) The Offeror has ☐ has not ☐, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

- (2) “Principal,” for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a

business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

- (b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.
- (d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

K.4 FAR 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013)

(a) Definitions. As used in this provision-

“Administrative proceeding” means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

“Federal contracts and grants with total value greater than \$10,000,000” means-

- (1) The total value of all current, active contracts and grants, including all priced options; and
- (2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

“Principal” means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

- (b) The offeror ☐ has ☐ does not have current active Federal contracts and grants with total value greater than \$10,000,000.
- (c) If the offeror checked “has” in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:
 - (1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:
 - (i) In a criminal proceeding, a conviction.
 - (ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.
 - (iii) In an administrative proceeding, a finding of fault and liability that results in-
 - (A) The payment of a monetary fine or penalty of \$5,000 or more; or
 - (B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.
 - (iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.
 - (2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.
- (d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the System for Award Management database via <https://www.acquisition.gov> (see 52.204-7).

(End of provision)

K.5 FAR 52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013)

- (a) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIIS) on a semi-annual basis, throughout the life of the contract, by posting the required information in the System for Award Management database via <https://www.acquisition.gov>.
- (b) As required by section 3010 of the Supplemental Appropriations Act, 2010 (Pub. L. 111-212), all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available. FAPIIS consists of two segments—
 - (1) The non-public segment, into which Government officials and the Contractor post information, which can only be viewed by—
 - (i) Government personnel and authorized users performing business on behalf of the Government; *or*

- (ii) The Contractor, when viewing data on itself; *and*
- (2) The publicly-available segment, to which all data in the non-public segment of FAPIIS is automatically transferred after a waiting period of 14 calendar days, except for—
 - (i) Past performance reviews required by subpart 42.15;
 - (ii) Information that was entered prior to April 15, 2011; *or*
 - (iii) Information that is withdrawn during the 14-calendar-day waiting period by the Government official who posted it in accordance with paragraph (c)(1) of this clause.
- (c) The Contractor will receive notification when the Government posts new information to the Contractor's record.
 - (1) If the Contractor asserts in writing within 7 calendar days, to the Government official who posted the information, that some of the information posted to the non-public segment of FAPIIS is covered by a disclosure exemption under the Freedom of Information Act, the Government official who posted the information must within 7 calendar days remove the posting from FAPIIS and resolve the issue in accordance with agency Freedom of Information procedures, prior to reposting the releasable information. The contractor must cite 52.209-9 and request removal within 7 calendar days of the posting to FAPIIS.
 - (2) The Contractor will also have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associated information is retained, i.e., for a total period of 6 years. Contractor comments will remain a part of the record unless the Contractor revises them.
 - (3) As required by section 3010 of Pub. L. 111-212, all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available.
- (d) Public requests for system information posted prior to April 15, 2011, will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.

(End of clause)

K.6 FAR 52.209-11 REPRESENTATION BY CORPORATION REGARDING A DELINQUENT TAX LIABILITY OR A FELONY CRIMINAL CONVICTION (FEB 2016)

- (a) In accordance with section 7073 of the Consolidated Appropriations Act, 2014 (Pub. L. 113-76) none of the funds made available by that Act may be used to enter into a contract with any corporation that –
 - (1) “Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency has direct knowledge of the conviction, unless the agency has considered, in accordance with its procedures, that this further action is not necessary to protect the interests of the Government”; *or*

- (2) Has any “unpaid Federal tax liability that has been assessed for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency has direct knowledge of the unpaid tax liability, unless the Federal agency has considered, in accordance with its procedures, that this further action is not necessary to protect the interests of the Government.”

For the purposes of section 7073, it is USAID’s policy that no award may be made to any corporation covered by (1) or (2) above, unless the M/OAA Compliance Division has made a determination that suspension or debarment is not necessary to protect the interests of the Government.

(b) Offeror Representation:

- (1) The Offeror represents that it is ☐ is not ☐ a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.
- (2) The Offeror represents that it is ☐ is not ☐ a corporation that has any unpaid Federal tax liability that has been assessed for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

(End of provision)

K.7 FAR 52.222.22 – PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that-

It ☐ has, ☐ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

It ☐ has, ☐ has not filed all required compliance reports; and

Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

K.8 FAR 52.222.25 – AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that-

- (a) It ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2); *or*

- (b) It ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of provision)

K.9 FAR 52.222.52 – EXEMPTION FROM APPLICATION OF THE SERVICE CONTRACT LABOR STANDARDS TO CONTRACTS FOR CERTAIN SERVICES (MAY 2014)

(a) The offeror shall check the following certification:

CERTIFICATION

The offeror ☐ does ☐ does not certify that—

(1) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(2) The contract services are furnished at prices that are, or are based on, established catalog or market prices. An “established catalog price” is a price included in a catalog, price list, schedule, or other form that is regularly maintained by the manufacturer or the offeror, is either published or otherwise available for inspection by customers, and states prices at which sales currently, or were last, made to a significant number of buyers constituting the general public. An “established market price” is a current price, established in the usual course of ordinary and usual trade between buyers and sellers free to bargain, which can be substantiated from sources independent of the manufacturer or offeror;

(3) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(4) The offeror uses the same compensation (wage and fringe benefits) plan for all service employees performing work under the contract as the offeror uses for these employees and for equivalent employees servicing commercial customers.

(b) Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services. If the offeror certifies to the conditions in paragraph (a) of this provision, and the Contracting Officer determines in accordance with FAR [22.1003-4\(d\)\(3\)](#) that the Service Contract Act—

(1) Will not apply to this offeror, then the Service Contract Labor Standards clause in this solicitation will not be included in any resultant contract to this offeror; or

(2) Will apply to this offeror, then the clause at FAR [52.222-53](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements, in this solicitation will not be included in any resultant contract awarded to this offer, and the offeror may be provided an opportunity to submit a new offer on that basis.

(c) If the offeror does not certify to the conditions in paragraph (a) of this provision—

(1) The clause of this solicitation at [52.222-53](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements, will not be included in any resultant contract to this offeror; and

(2) The offeror shall notify the Contracting Officer as soon as possible if the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation.

(d) The Contracting Officer may not make an award to the offeror, if the offeror fails to execute the certification in paragraph (a) of this provision or to contact the Contracting Officer as required in paragraph (c) of this provision.

(End of provision)

K.10 FAR 52.222-56 – CERTIFICATION REGARDING TRAFFICKING IN PERSONS COMPLIANCE PLAN (MAR 2015)

(a) The term “commercially available off-the-shelf (COTS) item,” is defined in the clause of this solicitation entitled “Combating Trafficking in Persons” (FAR clause 52.222-50).

(b) The apparent successful Offeror shall submit, prior to award, a certification, as specified in paragraph (c) of this provision, for the portion (if any) of the contract that—

(1) Is for supplies, other than commercially available off-the-shelf items, to be acquired outside the United States, or services to be performed outside the United States; and

(2) Has an estimated value that exceeds \$500,000.

(c) The certification shall state that—

(1) It has implemented a compliance plan to prevent any prohibited activities identified in paragraph (b) of the clause at 52.222-50, Combating Trafficking in Persons, and to monitor, detect, and terminate the contract with a subcontractor engaging in prohibited activities identified at paragraph (b) of the clause at 52.222-50, Combating Trafficking in Persons; and

(2) After having conducted due diligence, either—

(i) To the best of the Offeror's knowledge and belief, neither it nor any of its proposed agents, subcontractors, or their agents is engaged in any such activities; or

(ii) If abuses relating to any of the prohibited activities identified in 52.222-50(b) have been found, the Offeror or proposed subcontractor has taken the appropriate remedial and referral actions.

(End of provision)

K.11 FAR 52.230-1 – COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (MAY 2012)

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. Disclosure Statement-Cost Accounting Practices and Certification

- (a) Any contract in excess of \$700,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.
- (b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

Caution: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

- (c) Check the appropriate box below:

☐ (1) Certificate of Concurrent Submission of Disclosure Statement. The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows:

- (i) Original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable; and
- (ii) One copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: _____

Name and Address of Cognizant ACO or Federal Official Where Filed:

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

☐ (2) Certificate of Previously Submitted Disclosure Statement. The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: _____

Name and Address of Cognizant ACO or Federal Official Where Filed:

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

☐ (3) Certificate of Monetary Exemption. The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling \$50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

☐ (4) Certificate of Interim Exemption. The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under paragraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

Caution: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. Cost Accounting Standards-Eligibility for Modified Contract Coverage

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

☐ The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use

of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

Caution: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$50 million or more.

III. Additional Cost Accounting Standards Applicable to Existing Contracts

The offeror shall indicate below whether award of the contemplated contract would, in accordance with paragraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

☐ Yes ☐ No

(End of provision)

K.12 FAR 52.230-7 – PROPOSAL DISCLOSURE-COST ACCOUNTING PRACTICE CHANGES (APR 2005)

The offeror shall check “yes” below if the contract award will result in a required or unilateral change in cost accounting practice, including unilateral changes requested to be desirable changes.

☐ Yes ☐ No

If the offeror checked “Yes” above, the offeror shall-

- (1) Prepare the price proposal in response to the solicitation using the changed practice for the period of performance for which the practice will be used; and
- (2) Submit a description of the changed cost accounting practice to the Contracting Officer and the Cognizant Federal Agency Official as pricing support for the proposal.

(End of provision)

K.13 INSURANCE – IMMUNITY FROM TORT LIABILITY

The Offeror represents that it ☐ is, ☐ is not a State agency or charitable institution, and that it ☐ is not immune, ☐ is partially immune, ☐ is totally immune from tort liability to third persons.

K.14 AGREEMENT ON, OR EXCEPTIONS TO, TERMS AND CONDITIONS

The Offeror has reviewed the solicitation (**Sections B** through **J** of which will become the contract) and ☐ agrees to the terms and conditions set forth therein; or ☐ has the following exceptions

(continue on a separate attachment page, if necessary):

K.15 AUTHORIZED NEGOTIATORS

The Offeror represents that the following persons are authorized to negotiate on its behalf with the Government in connection with this request for proposals:

[List names, titles, telephone numbers, and email addresses of the authorized negotiators]

K.16 SIGNATURE

By signature hereon, or on an offer incorporating these Representations, Certifications, and Other Statements of Offerors, the Offeror certifies that they are accurate, current, and complete, and that the Offeror is aware of the penalty prescribed in 18 U.S.C. 1001 for making false statements in offers.

Solicitation No. _____

Offer/Proposal No. _____

Data Universal Numbering System (DUNS) No. _____

Date of Offer _____

Name of Offeror _____

Typed Name and Title _____

Signature _____ Date _____

[END OF SECTION K]

SECTION L – INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.1 NOTICE LISTING SOLICITATION PROVISIONS INCORPORATED BY REFERENCE

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a solicitation provision may be accessed electronically at this address: <https://www.acquisition.gov/far/>

FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)

NUMBER	TITLE	DATE
52.215-1	INSTRUCTIONS TO OFFERORS-COMPETITIVE ACQUISITION-ALTERNATE I	OCT 1997
52.215-22	LIMITATION OF PASS THROUGH CHARGES	OCT 2009
52.222-46	EVALAUTION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES	FEB 1998
52. 232-38	SUBMISSION OF ELECTRONIC FUNDS TRANSFER INFORMATION WITH OFFER	JUL 2013

L.2 FAR 52.233-2 SERVICE OF PROTEST (SEP 2006)

- a. Protests, as defined in Section FAR 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from the Contracting Officer at:

Hand-carried Mailing Address:

United States Agency for International Development (USAID)/Nepal
Office of Acquisition and Assistance (OAA)
c/o Embassy of the United States
Attention: Marva Butler
G.P.O. Box 295
U. S. Embassy, Maharajgunj
Kathmandu, Nepal

- b. The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.
- c. A copy of any protest shall be faxed simultaneously to the attention of William Buckhold at GC/LE at +001.202.216.3058, *or* hard copies can be sent to Mr. Buckhold's attention at:

USAID
Office of General Counsel (06-06)
1300 Pennsylvania Ave, N.W.

Washington, D.C. 20523-6601

L.3 GENERAL INSTRUCTIONS TO OFFERORS

- a. The Government anticipates awarding one contract from this RFP; however, it reserves the right not to make an award.
- b. RFP Instructions: If an Offeror fails to follow the instructions set forth herein, the offeror's proposal may be eliminated from further consideration *or* the proposal may be downgraded and not receive full or partial credit under the applicable evaluation criteria. If an offeror does not understand the instructions in the solicitation, then the offeror must write to: kathmanduoaexchange@usaid.gov for clarification by the deadline stated in the cover letter of the RFP.
- c. Accurate and Complete Information: Offerors must set forth full, accurate and complete information as required by this RFP. The penalty for making false statements to the Government is prescribed in 18 U.S.C. 1001.
- d. Offer Acceptability: The Government may determine an offer to be unacceptable if the offer does not comply with all of the terms and conditions of the RFP.
- e. Proposal Preparation Costs: The USG will not pay for proposal preparation *or* oral presentation preparation costs.
- f. Subcontractors: Any reference to "Major Subcontractor" in Section L or Section M, of this solicitation refers to any subcontractor whose proposed costs exceed 20% of the contract value.
- g. Questions and Clarifications: Questions, comments, *or* requests for clarifications regarding this RFP should be submitted in writing and received no later than the date and time indicated in the cover letter via email to kathmanduoaexchange@usaid.gov. USAID will not accept any questions after this date. If substantive questions are received that affect the response to the solicitation, or if changes are made to the closing date, time, *or* other aspects of the RFP, this solicitation will be amended.
- h. RFP Closing Date and Time: Offerors must submit proposals in response to this RFP no later than 17:00 PM Nepal Time on November 02, 2018. Offerors remain responsible for confirming receipt of its electronically transmitted files by the due date and time. The Contracting Officer will consider late technical proposals per FAR 52.215-1(c)(3)(ii)(A).
- i. Responsiveness to RFP: Proposals must respond directly to the terms, conditions, specifications and provisions of this RFP. Technical proposals not conforming to this RFP may be determined as technically unacceptable (i.e, the technical proposals fails to comply with material or essential provisions of the solicitation), thereby eliminating the Offeror from further consideration.

L.4 PROPOSAL SUBMISSION

The offeror must submit the following items as part of its proposal package:

1. Technical Proposal; *and*
2. Cost Proposal.

Proposals must be sent electronically via Internet email with no more than 10 attachments (25MB limit) per email compatible with Microsoft Office 2010 (MS Word or Excel) or in a MS Windows environment. Multiple emails may be sent to accommodate the proposal size and content, but each must contain a clear identification of the attachment and instructions for assembling the proposal. Offerors may also send an Adobe Acrobat portable document format (.pdf) for electronic submission; however, zipped files attachments are not allowed.

Offerors are instructed to submit technical and cost proposals in response to the RFP as separate emails to the below email address.

Email address: kathmanduoaexchange@usaid.gov

The subject line for every email must be formatted as follows:

USAID/Nepal Disaster Risk Management Project 72036718R00005 *Offeror's name*
TECHNICAL PROPOSAL EMAIL: 1 of XX

USAID/Nepal Disaster Risk Management Project 72036718R00005 *Offeror's name*
COST PROPOSAL EMAIL: 1 of XX

USAID will only accept electronic proposal submissions for receipt under this solicitation. Further, proposals must be received by the closing date and time indicated in the cover letter. Proposals must remain valid for a minimum of 180 days and must be stated.

L.5 INSTRUCTIONS FOR THE PREPARATION OF THE TECHNICAL PROPOSAL

(A) General

Offerors must organize the Technical Proposal (20 pages) to follow the technical evaluation criteria listed in Section M. Therefore, Technical Proposals must be organized in the following manner:

- Cover Page (not counted against 20-page limit);
- Table of Contents (not counted against page 20-page limit);
- Executive Summary (2-page limit, but not counted against page 20-page limit; must describe the basic elements of the offeror's approach, methodology and implementation plan);
- Technical Approach and Understanding (15-page limit);
- Management and Staffing Plan (4-page limit);
- Institutional Capacity (1-page limit);
- Past Performance (As an Attachment)
- Attachments (not counted against 20-page limit)
 - List of Acronyms;
 - Past Performance Information

- Listing of all known subcontractors, subawardees, and resource partners, if any
- SF 294 Subcontracting Reports
- Résumés *or* curricula vitae of Key Personnel with three references (provide full contact information: name, position, relationship, email address, *and* telephone number);
- Letters of commitment from proposed Key Personnel;
- Letters of commitment from Major Subcontractors, if any;
- Branding Implementation Plan and Marking Plan (see requirement at L.8)

(B) Page Limits and Formatting

The technical proposal is limited to **20 pages** and must be written in English. Offerors must comply with the following requirements:

- only Letter *or* American National Standards Institute (ANSI) Letter (i.e., 8.5 by 11.0 inches *or* 215.9 by 279.4 mm) paper size;
- single spaced;
- 12 point font Times New Roman *or* similar serif typeface;
- all margins one inch (2.5 cm) wide; *with*
- sequentially numbered pages.

Use of smaller font sizes or alternative page format may result in removal of proposal material provided to the evaluation panel. Maps, charts, or exhibits may use a font size smaller than 12 point so long as they remain legible without magnification but remain subject to the aforementioned 20-page limit.

Technical proposal may summarize all critical information provided in corresponding Appendices *or* Annexes. USAID will **not** evaluate technical proposal pages that exceed the aforementioned 20-page limit.

Technical proposals must not make reference to cost data so that the technical evaluation may proceed strictly on the basis of technical merit.

These foregoing page and formatting requirements remain in full force and effect for submission of subsequent final proposal revisions *or* in response to requests for technical clarifications.

(C) Contents

The technical proposal must address how the offeror intends to accomplish the outcomes outlined in the SOW. Further, the offeror should put forth a specific, complete, *and* concise technical proposal responsive to the instructions contained herein. The technical proposal must offer original, critical thinking and analysis (with a presentation of an evidence base from global, as well as Nepal-specific qualitative and quantitative data), related to each component and how it will tie the technical approach to deliverables and results to be achieved. Thus, the offeror must clearly describe its technical approach in sufficient detail and how it will achieve each of the components described in the SOW. The technical proposal should clearly demonstrate how the proposed approach will meet the *Tayar Nepal* goals, objectives, and principles as well as fulfill the Contractor's implementation responsibilities. Lastly, it must describe how the offeror will employ effective solutions to achieve the SOW components and implement the activities described therein, accompanied by the associated evidence

against which they are being proposed.

The technical proposal will address how the offeror proposes to achieve the results outlined in Section C, Statement of Work. It must reflect a clear understanding of the objectives and results to be achieved and the responsibilities of all parties involved.

The technical proposal should not merely repeat the contents of this RFP and Statement of Work, but it should offer original, critical thinking and analysis, related to each component and it should tie the technical approach to the objectives, deliverables, and results to be achieved.

The Technical Proposal must include the information set forth below.

1. Cover Page

Offerors must include the following information on both the technical proposal and the cost proposal cover pages:

1. Name of organization;
2. Printed or typed name and title of the authorized representative; *and*
3. Name, title, address, telephone number, and email address of the person who may be contacted during the proposal evaluation period and possible negotiations leading to award;
4. Solicitation number and list of amendments received; *and*
5. Organizations' Data Universal Numbering System number (i.e., DUNS No.)

Offerors must ensure that the authorized representative not only prints or types his or her name and title, but signs the technical proposal and cost proposal cover pages, respectively. Erasures or other changes must also be initialed by the person signing the proposal (i.e., technical *or* cost proposal). Proposals signed by an agent must be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office. Similarly, the cost volume of the offeror's proposal must identify the individual(s) having authority to bind the offeror.

Offerors providing data they do not want disclosed to the public for any purpose or used by the USG except for evaluation purposes must mark the title page with the following legend:

"This proposal includes data that shall not be disclosed outside the USG and shall not be duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this Offeror as a result of, or in connection with, the submission of this data, the USG shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the USG's rights to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets];" and

Offerors must also mark each sheet of data it wishes to restrict with the following legend:

"Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal."

Offerors shall retain one copy of their proposal and all enclosures that accompany it for their records.

2. Executive Summary

3. Technical Approach and Understanding [see Section M.3.1]

The offeror must provide a technical approach and implementation plan in its technical proposal. The technical proposal must clearly describe the offeror's proposed set of activities and implementation approach, which provides a description of how the proposed approach takes into accounts the different components and special considerations identified in the SOW, including GESI and other cross-cutting considerations. A description of proposed activities and an explanation must have direct relevance to the achievement of expected outcomes.

The offeror must demonstrate how the project will remain flexible and responsive to the changing circumstances in the DRM sector and transition to decentralized government in Nepal. Given the lack of clarity about implementation of the new Disaster Risk Reduction and Management act, the degree of uncertainty as to how the federalization process will progress, *and* the general fluidity of the environment, the technical approach must demonstrate that it is clearly informed by analysis of the political-economy of the DRM and local governance sectors in Nepal. As such, the technical approach should demonstrate how adaptive management mechanisms will be brought to bear on project activities and planning.

Given the unique plight of vulnerable populations during disasters, the offeror must demonstrate how its technical approach will address the unique risks faced by vulnerable groups, especially women and socially marginalized populations.

The offeror must provide a clear approach that will ensure that results can be sustained by the Government of Nepal and other entities after completion of the activity and an approach to replicating results in areas not directly covered by the activity.

The technical approach portion of the proposal must not exceed 15 pages.

4. Management and Staffing Plan [see Section M.3.2]

The Management and Staffing Plan must present the offeror's strategy for performing the activities described in the SOW in Section C. The offeror must present an appropriate management plan that aligns with the proposed technical approach. The management and staffing plan must also specify the compositions and organizational structure of the activity team and describe each staff member's role, technical expertise, *and* estimated amount of time each will devote to completing activities under this activity. It must clearly describe the roles and responsibilities of Home Office, field staff, *and* subcontractors, if applicable.

This section must provide brief biographies and description of roles and responsibilities for each required key personnel, and if applicable, additional proposed key (maximum two), and non-key personnel who will contribute to the completion of level of effort under CLIN 0003, as indicated in Section L.7.1 of this RFP. The Offeror must indicate the employer for each staff – prime or partner; local, U.S., or other. This narrative is an opportunity for the Offeror to elaborate on its vision for implementation through its personnel choices, describing how the proposed individuals are uniquely qualified for their respective roles and how they will fulfill the technical, financial, and administrative responsibilities of this contract. If the Offeror has opted to propose the utilization of HQ staff to fulfill LOE requirements, the Offeror must prepare a compelling narrative justifying the use of HQ staff and must clearly indicate whether the staff is performing the LOE on-site or off-site by footnote

to the LOE form.

The Offeror must propose a mix of short- and long-term expertise which it will use to perform the activities described in the SOW, including their role, technical expertise, and estimated amount of time to be devoted to the activity. Contractor is highly encouraged to mobilize local experts to the extent such experts are available on the local market.

Offerors must demonstrate the ability to mobilize short-term technical assistance relevant to disaster risk management. This technical assistance capacity must include sectoral expertise combined with expertise in measuring and evaluating development interventions in that sector.

The Tayar Nepal Small Grants fund is a Grants under Contract (GUC) line item identified in CLIN 0001b. The Offeror's proposal must describe how it will effectively manage those funds. Proposed approaches are advised to carefully consider a "do no harm" approach that advances government ownership and delivery of services.

5. Institutional Capability [see Section M.3.3]

Institutional Capability must clarify if there are proposed sub-contractors whose institutional responsibilities complement one another. The offeror (including sub-contractor(s)) must demonstrate their institutional capability and organizational experience in managing contracts of similar goals, magnitude, and complexity. Offerors must include information related to the capacity of all the proposed subcontractors included in the proposal and must clearly demonstrate each proposed sub-contractor's capacity to implement this project, including demonstrated commitment to institutional reform of existing Nepali entities to advance self-reliance cross-cutting principles.

The Offeror must describe its institutional capability in the following areas:

- a. Skills with regard to managing disaster risk reduction or disaster risk management reforms and capacity building programs, preferably in Asia.
- b. Ability to advance reform processes with the host country and other donors.
- c. Corporate experience in managing large-scale projects in the three components of the SOW, with documented history of implementation relying on demonstrated adaptive management strategies with collaborative learning and adaptation in a complex context.
- d. Demonstrated experience supporting organization capacity building of local entities.
- e. Documented evidence recruiting highly qualified, senior level experts.

The Offeror must also describe its capacity to respond to requests for task order proposals and perform task orders under the Supplemental Technical Assistance IDIQ CLIN 0003 and describe how it will mobilize and augment resources should the Government order level-of-effort under the IDIQ CLIN 0003. Offerors must also describe how potential orders would relate to, or affect, efforts being carried out under other contract CLINs in terms of management and technical performance.

6. Contractor Past Performance Information [see Section M.3.4]

The Offeror must provide past performance information for itself and each major subcontractor (i.e., any subcontractors whose costs exceed 20 percent of the Offeror's total proposed cost or who are otherwise defined by the prime to be essential to successful project implementation) in accordance with the following:

1. List in an Attachment to the Technical Proposal up to three of the most recent and relevant contracts for efforts similar to work in the subject proposal. The most relevant indicators of performance are contracts of similar magnitude and complexity to this requirement. The Offeror must also have record of past performance and demonstrated experience in undertaking and successfully managing performance-based contracts.
2. The Offeror should demonstrate an understanding of post conflict setting and experience of rebuilding governance and accountability, preferably in Asia. The Offeror should demonstrate utilization and awareness of the risk of 'do no harm' has experiences of developing conflict impact assessment tools, as well as an ability and skills to advance challenging governance reform processes with host country, USAID and other donors.
3. Provide for each of the contracts listed above a list of contact names, job titles, phone numbers, email addresses and a description of the performance to include:
 - statement of work or complexity/diversity of tasks;
 - primary location(s) of work;
 - term of performance;
 - skills/expertise required;
 - dollar value; *and*
 - contract type (i.e., fixed price, cost reimbursement, etc.)

(USAID recommends that the Offeror alert the contacts that their names have been submitted and that they are authorized to provide performance information concerning the listed contracts if and when USAID requests it.)

- a) If extraordinary problems impacted any of the referenced contracts, provide a short explanation and the corrective action taken (as required by FAR 15.305(a)(2)).
- b) Describe any quality awards or certifications that indicate exceptional capacity to provide the technical assistance described in the statement of work.
- c) Performance in Using Small Business (SB) Concerns (as defined in FAR 19.001).
 - a. This section (d) is not applicable to offers from small business concerns.
 - b. As part of the evaluation of performance in Section M.3 of this solicitation, USAID will evaluate the extent you used and promoted the use of small business concerns under current and prior contracts. The evaluation will assess the extent small business concerns participated in these contracts relative to the size/value of the contracts, the complexity and variety of the work small business concerns performed, and compliance with your SB

subcontracting plan or other similar small business incentive programs set out in your contract(s).

- c. In order for USAID to fully and fairly evaluate performance in this area, **all offerors who are not small business concerns must do the following:**
- i. Provide a narrative summary of your organization's use of small business concerns over the past three years. Describe how you actually use small businesses--as subcontractors, as joint venture partners, through other teaming arrangements, etc. Explain the nature of the work small businesses performed--substantive technical professional services, administrative support, logistics support, etc. Describe the extent of your compliance with your SB subcontracting plan(s) or other similar SB incentive programs set out in your contract(s) and explain any mitigating circumstances if goals were not achieved.
 - ii. To supplement the narrative summary in (A), provide a list of the recent contracts [recent contracts and/or the timeframe for “recent” is considered not more than 2 years] for which you submitted subcontract reports to eSRS (FAR 52.219-9(d)(10) and a copy of any similarly recent subcontracting reports if they were not submitted to eSRS.
 - iii. Provide the names and addresses of three SB concerns for us to contact for their assessment of your performance in using SB concerns. Provide a brief summary of the type of work each SB concern provided to your organization, and the name of a contact person, his/her title, phone number, and e-mail address for each.
 - iv. Offerors must provide information that allows the evaluation of the Offeror's: technical capability, including quality of services, cost control techniques and capability, including accuracy in financial reporting; Offeror's compliance with delivery schedules thus ensuring timely compliance of award's requirements; Offeror's business relations with its clients, providing examples how it addressed problems and controversies and how issues were identified and resolved in a timely manner; of the Offeror's key personnel, including prompt and satisfactory changes, if identified during contract performance; and the Offeror's compliance with the utilization of small business concerns. CPAR information is accepted.

L.6 INSTRUCTIONS FOR THE ORAL PRESENTATION

After evaluation of submitted technical proposals, USAID will request oral presentations per FAR 15.102(a) from offerors whose proposals were rated highest and included in the competitive range to augment the information provided in the proposals. The oral presentation remains subject to the same restrictions as written information, regarding timing (see FAR 15.208) and content (see FAR 15.306).

Below please find the presentation content:

- The oral presentations are restricted to the topics identified in **Section L.6.4**. The offeror may not provide any additional topics or information.

- The oral presentation may not address information provided in the cost proposal, particularly cost or pricing information.
- The offeror may not reference the written technical proposal as support for information furnished. If the offeror finds it necessary to address information contained in the technical proposal, the offeror must fully present the written information.

Offerors invited to participate in the oral presentation phase have the option of appearing in person in Kathmandu, Nepal, or connecting through Video Tele-conferencing (VTC). Offerors bear sole responsibility for any and all costs associated with participation in the oral presentation phase.

L.6.1 *Time Limits*

The offeror's oral presentation shall not exceed 3 hours. The contracting officer reserves the right to terminate the presentation if it overruns the 3-hour limit.

L.6.2 *Questions*

During the presentation, neither the TEC nor the contracting officer will interrupt the offeror to ask questions *or* otherwise engage the offeror in any dialogue. A question-and-answer (Q&A) period will follow and may cover the entire proposal. USAID anticipates a maximum of two rounds of questions and answers per offeror during the day. These questions will constitute "discussions" per FAR 15.306. Discussions will be tailored to each offeror's proposal and conducted by the Contracting Officer.

L.6.3 *Offeror Attendees*

The proposed Chief of Party must lead the presentation. USAID also encourages the presence and participation of other proposed Key Personnel and Major Subcontractors. A maximum of five persons will be allowed to formally participate with the oral presentation.

L.6.4 *Topics*

The offeror's oral presentation will address the Offeror's technical approach, management and staffing plan, and the organization's institutional capability. The Offeror's presentation must also respond to weaknesses, significant weaknesses, and requests for clarifications identified in the technical proposal.

L.6.5 *Presentation Media*

Offerors must present an MS PowerPoint slide deck not to exceed 15 slides during the oral presentations (maximum 15 slides), which will become an official part of the source selection file and to which the TEC may refer during evaluation oral presentation evaluation. Offerors are free to structure their oral presentations using charts, graphs, *or* tables.

A copy of the oral presentation materials must be provided in advance by the date and time provided by the contracting officer. Offerors should not bring additional documents, materials, *or* handouts to supplement the oral presentation slides.

L.6.6 *Recording the Presentation*

USAID will record the oral presentations, make the recording available to the TEC for its review during source selection, *and* maintain the recording as part of the source selection record.

L.6.7 Scheduling

USAID will schedule oral presentations as soon as practicable after the contracting officer establishes a competitive range composed of the most highly rated proposals in accordance with FAR 15.306 (c)(1) and (2). The government reserves the right to reschedule presentations at the sole discretion of the contracting officer.

L.7 INSTRUCTIONS FOR THE PREPARATION OF THE COST PROPOSAL

(A) General

Each cost proposal will be evaluated but will not be assigned a rating. The evaluation of cost will include a determination of cost realism, completeness, and reasonableness.

Cost realism is defined as the offeror's ability to project costs which are realistic for the work to be performed; reflect a clear understanding of the requirements; and are consistent with the offeror's technical capacity. The Government will evaluate the proposed costs to determine if they are realistic using proposal analysis techniques consistent with FAR 15.404.

For the purposes of the cost proposal, "Major Subcontractor(s)" are those subcontractors whose costs exceed 20 percent of the Offeror's total proposed cost or who are otherwise defined by the prime to be essential to successful project implementation. All primes must identify "major subcontractors" in the cover letter of their proposals.

(B) Page limits and Formatting

The cost proposal must be submitted in a completely separate file from the technical proposal. The cost proposal must be in Excel compatible with Microsoft Excel 2010 and calculations and formulas must be visible and unlocked and self-explanatory. There shall be no hidden cells or spreadsheets, nor any password protected and inaccessible cells/sheets. While there is no page limit, the Offerors are encouraged to be as concise as possible, but still provide the necessary detail to address the solicitation requirement.

Please clearly identify each section of the cost proposal and provide a table of contents so that the individual sections (SF 33, budget spreadsheets, budget narrative, etc. are easily identifiable).

(C) Contents

1. Standard Form (SF)-33

The Offeror shall submit SF 33, titled "Solicitation, Offer, and Award" with blocks 12 through 18 completed, with an original signature of a person authorized on behalf of the Offeror to sign the offer.

2. Section B

This section of the Cost Proposal must contain a completed Section B with costs, fee, rate and other information provided. Specifically, Sections B.3 (a -d), B.4, B.5 and B.7 should be filled out.

- a) Instructions for Section B.4: Section B.4 should allocate costs to the CLINs specified therein.
- b) Instructions for Section B.8: Section B.8 is where the payment schedule for fixed fee will be specified. Payment of fixed fee will be made only upon successful accomplishment of performance objectives, deliverables or outputs as specified in the table in Section B.8. The total fee specified in Section B.8 should equal the fixed fee specified in Section B.3 (a).

3. Proposed Costs/Prices

- a) Summary Budget: Offerors must submit a summary budget for the five-year period of performance that replicates the format found at Section B.4. The summary budget must reflect summary cost information for each CLIN for each of the contract years, and then include the program total for the entire contract in the last column of the table. The Offerors must also provide a separate summary budget for each Major sub-contractor.
- b) Detailed Budget: An overall detailed budget should be provided for the total five years of performance. In addition to the overall detailed budget, detailed breakdowns should be provided for each year of performance for the Prime Contractor and each Major Subcontractor. The Offeror must organize and provide detailed cost information and costs broken-down by each CLIN.
- c) The Offeror shall provide a narrative discussing the different cost elements to adequately justify the total estimated cost. Any assumptions should be clearly stated. The information in the narrative should be in sufficient detail to allow for a complete analysis. This should include a breakdown of cost elements associated with each line item and those costs associated with any proposed subcontract. The cost information shall include the basis of each and every cost, (e.g., current salaries, vendor quotes, market surveys, historical experience, etc.) including the fee. Under Other Direct Costs, international travel should be identified separately and broken down by destination, number of trips, and number of travelers. The amount of fixed fee proposed should include the rationale for the proposed amount.
- d) For CLIN 0001b (the Nepali Small Grants Fund), the \$5,000,000 budget shall exclude operational and management costs, so that the entire amount of funding is utilized for grants. Related costs shall be budgeted under CLIN 0001a.
- e) Offerors shall include in their cost proposals estimated costs related to the implementation of branding and marking requirements and environmental requirements.
- f) Supporting Documentation: The Offeror must provide additional supporting budget documentation to substantiate all proposed costs. **Negotiated Indirect Cost Rate**

Agreements should be included in the Cost Proposal. In addition, AID Form 1420-17 – **Offeror Employee Biographical Data Sheets**, should be submitted for each position with identified personnel. The form must be signed and dated by the individual and the Offeror (or sub-Offeror) in the appropriate spaces with all blocks completed. If the individual is on an appointment of less than 12 months (e.g., an academic year appointment for a university faculty member), the form must indicate the number of months in the appointment period. If the form reflects only the highest salary of the most recent employer, the date when such salary went into effect must be indicated. Consulting fees must clearly specify the number of days for each consultancy. If continuation sheets are used, each must contain the individual's name, signature, and date.

g) BUDGET LINE ITEM DEFINITIONS

1. SALARY AND WAGES

FAR 31.205-6, AIDAR 732.205-46 and AIDAR 752.7007 provides for compensation for personal services. Direct salary and wages should be proposed in accordance with the Offeror's personnel policies and meet the regulatory requirements. For example, costs of long-term and short-term personnel should be broken down by person years, months, days or hours.

For Long-Term Professional Positions:

- i. The Offeror's proposed and Certified Salary Range in accordance with the offeror's personnel policies must include the responsibilities associated with the position, along with the minimum requirements sought for that position; and the selected candidate's salary history as certified in the Biographical Data Sheets (see Attachment J.3) which will determine where the candidate's salary will fall within the proposed salary range. Describe the relationship between your organization and the proposed personnel, including a certification whether the individual is a full-time, intermittent employee, or consultant. Biographical data sheets are required for any individual specifically identified in the Offeror's technical or cost proposal.
- ii. Salary escalations. Such escalations should bear in mind the top range of the scale for the position, as over the life of the project, the maximum salary may not exceed the maximum end of that range, unless the candidate is promoted and takes on higher responsibilities into a different position that is budgeted. The offeror must separate expatriate and cooperating country national labor categories for all staff.

Special attention must be given to the requirements in AIDAR 722.170 Employment of Third Country Nationals (TCN's) and Cooperating Country Nationals (CCN'S) concerning USAID's policy on benefits, compensation, allowances and differentials, security clearances, physical fitness, workweek, etc. Compensation, including merit or promotion increases paid to TCN's and CCN's may not, without the approval of the Mission Director or the Assistant Administrator having program responsibility for the project, exceed the prevailing

compensation paid to personnel performing comparable work in the cooperating country as determined by the USAID Mission.

2. FRINGE BENEFITS

FAR 31.205-6 provides for allowances and services provided by the Offeror to its employees as compensation in addition to regular wages and salaries. If the offeror has a fringe benefit rate that has been approved by an agency of the U.S. Government, such rate will be used and evidence of its approval must be provided. If a fringe benefit rate has not been so approved, the cost proposal must propose a rate and explain how the rate was determined. If the latter is used, the budget narrative must include a detailed breakdown comprised of all items of fringe benefits (e.g., unemployment insurance, workers compensation, health and life insurance, retirement, FICA, etc.) and the costs of each, expressed in dollars and as a percentage of salaries.

3. TRAVEL, TRANSPORTATION, AND PER DIEM

FAR 31.205-46, AIDAR 731.205-46, *and* AIDAR 752-7032 provide for costs for transportation, lodging, meals and incidental expenses. Offerors should break down costs by the number of trips, domestic and international, cost per trip, per diem *and* other related travel costs. Specify the origin and destination, purpose for each proposed trip, duration of travel, and number of individuals traveling. In addition, offeror must provide a consolidated travel chart (including sub-awardee travel). Per diem should be based on the Offeror's normal travel policies but may not exceed the Federal Travel Regulations (offerors may choose to refer to the Federal Standardized Travel Regulations for cost estimates). Offerors must make their own arrangements for local travel transportation and budget accordingly.

4. ALLOWANCES

AIDAR 752.7028 provides for differentials and allowances with further references to Standardized Regulations. Allowances should be broken down by specific type and by person and should be in accordance with Offeror's policies and the applicable USG regulations and policies.

5. EQUIPMENT AND SUPPLIES

FAR 2.101 provides for supplies as all property except land or interest in land, FAR 31.205-26 provides for material costs, and FAR 45 prescribes policies and procedures for providing Government property to Offerors, Offerors' use and management of Government property, and reporting, redistributing, and disposing of Offeror inventory. Offerors should specify all materials, supplies, and equipment expected to be purchased, including type, units, and unit costs. Goods and services provided by the Contractor under this USAID-financed award are expected to subject to the 937 Geographic Code.

6. DIRECT FACILITIES COST

The Offeror should specify information regarding the cost of any facilities needed to perform program activities. The information provided will include the unit cost (rent), the time period the facilities are needed and the number of facilities. Only facilities that directly benefit the program activities should be included in this category; all other facility costs should be included in the indirect cost category.

7. OTHER TRAINING AND CONFERENCES

For other than participant training – provide number of training sessions, length and number of participants. Include training cost per participant and provide a name for each training.

8. OTHER DIRECT COSTS

FAR 31.202 and FAR 31.205 provides for the allowability of direct costs and many cost elements. For example, offerors should break down costs by types and units.

9. SUBCONTRACTS

FAR 44.101 provides for any contract entered into by a sub-contractor to furnish supplies or services for performance of a prime contract or a subcontract. The Offeror must provide information sufficient to determine the reasonableness of the cost/price of each specific subcontract proposed. The Offeror should also include the rationale for the type of subcontract chosen.

Major Subcontract budgets must be provided in the same level of detail as the prime offeror, as applicable. USAID highly encourages firm fixed price subcontracts wherever possible, or other types as appropriate, in order to ensure maximum incentive for control of costs and performance based on deliverables.

10. GRANTS UNDER CONTRACTS (GUCS)

The anticipated figure for GUC is already contained in the budget in Section B at **\$5,000,000** for the life of the contract. USAID will not make advance payments; however, as described in FAR 32, USAID may consider using a Letter of Credit (LOC) for the GUC portion of this contract. Offerors suggesting the use of a LOC will justify its use, specifically with the programmatic benefits of such financing. Decision to permit use of LOC will rest with the Contracting Officer.

The contractor may propose creative ways to utilize grants such as fixed obligation grants. Creativity is expected in the use of this fund to support local initiatives and institutions in line with the objective of the program.

11. INDIRECT COSTS (OVERHEAD, G&A)

FAR 31.203 and FAR 42.700 provides for those remaining costs (indirect) that are to be allocated to intermediate or two or more final cost objectives. Indirect costs and bases as provided for in an Offeror's indirect cost rate agreement with the

Government, or if approved rates have not been previously established with the Government, a breakdown of bases, pools, method of determining the rates and description of costs. Please provide a copy of latest NICRA for prime and proposed sub-awardees.

12. FIXED FEE

FAR 15.404-4 provides for establishing the profit or fee portion of the Government pre-negotiation objective and provides profit-analysis factors for analyzing profit or fee. For example, proposed fee with rationale supported by application of the profit-analysis factors.

4. **Part 3 – Representations, Certifications, and Other Statements of Offerors**

The Offeror must complete the online Representation and Certifications Application (SAM) at <https://www.sam.gov/portal/SAM/#content> and as addressed in **Section K**. The Offeror must ensure that their Central Contractor Registration (CCR) is up to date and current; CCR can be accessed at <https://www.sam.gov/portal/public/SAM/>

d. **Part 4 – Policies and Procedures**

If the Offeror does not have prior Federal contracting experience submit a copy of its personnel policies, especially regarding salary and wage scales, fringe benefits, merit increases, promotions, leave, differentials, travel and per diem regulations, etc. The Contracting Officer may determine that a Pre-Award Survey is necessary. (See FAR 9.106).

e. **Part 5 – Joint Venture Information**

If two or more parties have formed a partnership or joint venture (see FAR Subpart 9.6), for the purposes of submitting a proposal under this Solicitation and, if selected, would perform the contract as a single entity, they must submit, as an attachment to the Cost/Business Proposal, the Corporate Charter, By-Laws, or Joint Venture or Partnership Agreement. In addition, the teaming arrangements must be identified, company relationships must be fully disclosed, and respective responsibilities and method of work must be expressly stipulated. The joint venture or partnership agreement must include a full discussion of the relationship between the organizations, including identification of the organization, which will have responsibility for negotiation, which organization will have accounting responsibility, how work will be allocated, and profit or fee, if any, shared. In addition, the principles to the joint venture or partnership agreement must agree to be jointly and severally liable for the acts or omissions of the other.

f. **Part 6 – Evidence of Responsibility**

The Contracting Officer is required to make an affirmative determination of responsibility pursuant to the requirements of FAR Subsection 9.104-1 with respect to the winning Offeror. As a result, the Offeror may be requested prior to award to submit additional specific information relating to the following criteria:

- i. Have adequate financial resources to perform the contract, or the ability to obtain them (see FAR 9.104-3(a));
- ii. Be able to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental commitments;
- iii. Have a satisfactory performance record (See FAR 9.104-3(b) and Subpart 42.15). A prospective Offeror shall not be determined responsible or non-responsible solely on the basis of a lack of relevant performance history, except as provided in FAR 9.104-2;
- iv. Have a satisfactory record of integrity and business ethics;
- v. Have the necessary organization, experience, accounting and operational controls, and technical skills, or the ability to obtain them (including, as appropriate, such elements as production control procedures, property control systems, quality assurance measures, and safety programs applicable to materials to be produced or services to be performed by the prospective Offeror and sub-Offerors). (See FAR 9.104-3(a);
- vi. Have the necessary production, construction, and technical equipment and facilities, or the ability to obtain them (See FAR 9.104-3(a); *and*
- vii. Be otherwise qualified and eligible to receive an award under applicable laws and regulations (e.g., Equal Opportunity, Clean Air and Water, etc.).

The responsibility information that may be requested includes, but is not limited to, audited or certified financial statements, tax returns and other financial records necessary to establish responsibility. Please note that this information is only required upon a specific request from the Contracting Officer or his *or* her representative.

g. Part 7 – Information to Support Consent to Major Sub-Contractors

The Offeror must address each of the elements in FAR 44.202-2 in order for consent to contract with proposed sub-contractors to be considered by the Contracting Officer and granted with the initial award.

h. Part 8 – Information Concerning Work Day, Workweek, and Paid Absences

- i. The Offeror and each proposed major sub-Offeror shall indicate the number of hours and days in its normal workday and its normal workweek, both domestically and overseas, for employees and consultants. In addition, the Offeror and each proposed major sub-Offeror shall indicate how paid absences (e.g., U.S. federal holidays, local holidays, vacation and sick) shall be covered.
- ii. A normal work-year, including paid absences (holidays, vacations, and sick leave) is 2,080 hours (260 days x 8 hours per day). However, some organizations do not have an 8-hour workday, and some accounting systems normally provide for direct recovery of paid absences by using a work-year of less than 2,080 hours to compute individuals' unburdened daily rates. The Offeror and major sub-Offerors shall describe their workday and workweek policies.

The work-day and workweek policies and the method of accounting for paid absences for the Offeror and major sub-Offerors in effect at time of award shall remain in force throughout the period of the award.

i. **Part 9 –Listing of all subcontracts, subawards, and resource partners**

The Offeror must submit a list of all known sub-Offerors, sub-awardees, as well as resource partners. This listing should be simple and contain the organization's name, address and contact information.

j. **Part 10 – Consolidated Budget**

The Offeror must provide a separate budget for each sub-Offeror, which details all proposed costs by summary cost categories using the budget line item headings in L.7(b)2. This consolidation should detail all sub-Offeror costs in the appropriate cost line item. This budget should not have the sub-Offeror line item. The budget should still indicate who the service provider will be – Prime, Sub-Offeror A or Sub-Offeror B.

k. **Part 11– Budget Narrative**

Budget narratives are required and must state the basis of cost estimation not solely citing to, "prior experience," and must justify the estimated costs for funding. The Offeror must be in alignment with the Cost Elements by Components in the detailed budget. Between the detailed budgets and the budget narratives, sufficient information must be provided to allow a thorough, complete and fair analysis of the costs proposed.

Narratives for the individual cost items must provide a discussion of any estimated escalation rates where applicable. Estimated costs proposed to exceed ceilings imposed by USAID or Federal procurement policy must be fully explained and justified.

L.7.1 SUPPLEMENTAL TECHNICAL ASSISTANCE (CLIN 0003)

In this request for proposal, the Government has specified 3,000 person-days of labor, to include subcontractor and consultant hours, as the maximum level of effort that may be required during the contract period for performance for authorized work under CLIN 0003, "Supplemental Technical Assistance." Accordingly, the offeror must propose costs associated with 3,000 person-days of level-of-effort, for the following illustrative positions:

- a senior-level Project Manager (minimum qualifications of 10 years working in disaster risk management sector with a master's degree)
- a mid-level Disaster Management Specialist (minimum qualifications of 5 years working in a relevant sector with a bachelor's degree)
- a mid-level Water, Sanitation and Hygiene Specialist (minimum qualifications of 5 years working in relevant sector with a bachelor's degree)
- a mid-level Civil Engineer (minimum qualifications of 5 years working in engineering sector with a bachelor's degree)
- a mid-level Logistician (minimum qualifications of 5 years working in relevant sector with a bachelor's degree)
- a local senior-level GESI and Vulnerable Populations Specialist (minimum qualifications of 10 years working in gender sector with a master's degree)

- a local Community Mobilizer (minimum qualifications of 5 years working in a relevant sector with a bachelor's degree)

In addition, in submitting the portion of your cost proposal associated with this CLIN, you must include in your cost proposal sufficient detail to support and explain all costs proposed, giving figures and narrative explanation. For example, labor costs should be proposed by labor for the above listed categories supported by daily rates and specified labor escalation; supporting documentation should be included to show the composition of each overhead burden pool and allocation base; fringe benefits should be itemized; and the basis for subcontract costs, should be provided.

For estimating purposes, the Offeror must propose costs for a total of 3,000 person-days equally distributed across all labor categories designated above for each year of the five-year contract.

The total estimated cost, inclusive of fixed fee, for CLIN 0003 cannot exceed 20% of the overall total estimated cost, inclusive of fixed fee, of the entire contract.

L.8 BRANDING IMPLEMENTATION AND MARKING PLANS

Offeror(s) are required to submit a preliminary Branding Implementation Plan (BIP) and Marking Plan (MP) (not to exceed two pages) as a separate annex to the technical proposal using the USAID Branding Plan Guidelines provided at <http://www.usaid.gov/branding>, and outlined in L.12.1 and L.12.2. The BIP and MP will not be a part of the technical evaluation. The BIP and MP will be negotiated, and included in and made a part of the resultant contract. Failure to submit and negotiate a BIP and MP will make the Offeror ineligible for award of a contract.

As part of USAID's branding initiative and to insure that our implementing partners communicate that the assistance is from the American People, the New Marking and Branding Policy Requirements for USAID direct acquisitions were issued on January 08, 2007 per the revised ADS 320-Branding and Marking that can be found at: <http://www.usaid.gov/branding/ADS 320.pdf>. The Branding Strategy (BS) will support USAID's and State's strategic goals appropriate for this activity and are found at: <http://www.state.gov/s/d/rm/rls/dosstrat/2004>. Costs of Branding and Marking (ADS 320.3.6.3) should be included in the total estimated cost of the Offer; these costs are eligible for financing if reasonable, allocable, and allowable in accordance with the applicable cost principles.

L.8.1 BRANDING IMPLEMENTATION PLAN (BIP)

The BIP, developed by the Offeror(s), describes how the program will be communicated to the beneficiaries and promoted to host-country citizens. It outlines the events (press conferences, site visits, etc.) and materials (success stories, Public Service Announcements [PSAs] etc.) the Offeror will organize and produce to assist USAID deliver the message that the assistance is from the American people. More specifically, Branding Implementation Plan (see ADS 320.3.2.2) must address the following:

- (a) How to incorporate the message, "This assistance is made possible by the generous support of the American people through the United States Agency for International Development (USAID) in collaboration with the Government of ____" in

communications and materials directed to beneficiaries or provide an explanation if his message is not appropriate or possible.

- (b) How to publicize the program, project, or activity in the host country and a description of the communications tools to be used. Such tools may include the following: press releases, press conferences, media interviews, site visits, success stories, beneficiary testimonials, professional photography, videos, webcasts, e-invitations, or other emails sent to group lists, such as participants for a training session blast e-mails or other Internet activities, etc.
- (c) The key milestones or opportunities anticipated to generate awareness that the program, project, or activity is from the generous support of the American people through the United States Agency for International Development (USAID), or an explanation if this is not appropriate or possible. Such milestones may be linked to specific points in time, such as the beginning or end of a program, or to an opportunity to showcase publications or other materials, research findings, or program success. These include, but are not limited to, the following: launching the program, announcing research findings, publishing reports or studies, spotlighting trends, highlighting success stories, featuring beneficiaries as spokespeople, securing endorsements from partner municipalities, ministry or local organizations, promoting final or interim reports, and communicating program impact/overall results.

L.8.2 MARKING PLAN (MP)

USAID's policy is that programs, projects, activities, public communications, or commodities implemented or delivered under contracts and subcontracts exclusively funded by USAID are marked exclusively with the USAID Identity. Marking Plan shall be developed to enumerate the public communications, commodities, and program materials and other items that visibly bear or will be marked with the USAID Standard Graphic identity. Where applicable, a host-country government or ministry symbol may be added.

Except for the manufacturer's trademark on a commercial item, the corporate identities or logos of Offerors or sub-Offerors are not permitted on USAID-funded program materials and communications. Please refer to ADS section 320.3.2.4 that describes what the Marking Plan must address. Note that marking is not required for Offerors' offices, vehicles, and other non-deliverable items.

L.9 GOVERNMENT OBLIGATION

Issuance of this solicitation neither constitutes a commitment on the part of the USG to make an award nor does it commit the USG to pay for any costs incurred in the preparation and submission of a proposal. Furthermore, the USG reserves the right to reject any or all proposals received, if such action is considered to be in the best interest of the Government.

[END OF SECTION L]

SECTION M – EVALUATION FACTORS FOR AWARD

M.1 GENERAL INFORMATION

- a. The Government intends to evaluate offerors' proposals in accordance with **Section M** of this RFP and award to the responsible offeror whose proposal represents the best value to the USG. As per FAR 2.101, best value “means the expected outcome of an acquisition that, in the Government’s estimation, provides the greatest overall benefit in response to the requirement.”
- b. A Technical Evaluation Committee (TEC) will evaluate the submitted technical information using the technical criteria shown below. The TEC may include industry experts who are not employees of the Federal Government. When evaluating the competing offerors, the Government will consider the written qualifications and capability information provided by the Offerors, and any other information obtained by the Government through its own research. Once this choice is made, USAID may engage in discussions or negotiations with the chosen Contractor regarding any matter to be covered in the final award.
- c. For overall evaluation purposes, per FAR 15.304(e)(1), all evaluation factors other than cost or price, when combined, are **significantly more important than cost or price factors**. The cost proposal will not be rated and the relative importance of cost is substantially less than technical factors. Review of the cost proposal will analyze cost realism, allowability, and reasonableness. While cost is a factor, especially between closely ranked technical proposals, it is expected that the choice of Contractor for this work will be based on technical merit.

M.2 TECHNICAL PROPOSAL EVALUATION CRITERIA

The technical proposal evaluation criteria serve to:

- a. Identify significant matters that offerors should address in their technical proposal; *and*
- b. Set the standard against which all proposals will be evaluated.

Below please find the criteria against which technical proposal will be evaluated:

1. Technical Approach and Understanding;
2. Management and Staffing Plan;
3. Institutional Capability; and
4. Past Performance.

M.3 SUMMARY OF EVALUATION CRITERIA

Each technical factor will be equally important among the other technical factors. The TEC will evaluate each offeror’s technical proposal, performance metrics and measurements on their own merits to decide if the proposed methods will meet the government’s requirements.

M.3.1 TECHNICAL APPROACH AND UNDERSTANDING [see L.5.C.3]

The technical approach will be evaluated in terms of overall quality, including, but not limited to, the following considerations (these considerations are not sub-criteria with specific weights assigned but merely aspects of the evaluation of technical approach criterion that will be considered in the evaluation of this criterion):

- **Technical Comprehension:** The extent to which the Offeror's technical approach is clear, logical, well-conceived and likely to accomplish the program's objectives and each of the components outlined in the statement of work in Section C. The technical approach should communicate a comprehensive understanding of how the technical proposal will achieve the program objectives.
- **Flexibility and Adaptive Management:** The extent to which the Offeror demonstrates how the project will be able to be flexible and responsive to the changing circumstances in the DRM field, the degree of uncertainty as to how the federalization process will progress, and the general fluidity of the environment. The technical approach must demonstrate that it is informed by clear analysis of the political-economy of the DRM and local governance sectors in Nepal. As such, the technical approach should demonstrate how adaptive management mechanisms will be brought to bear on project activities and planning and articulate a clear plan for adapting to the changing context in Nepal, including the approach to Component 3: Support to Strengthen Disaster Response, the "shock response" component.
- **Implementation Strategy:** The extent to which the Offeror provides a clear, technically sound and feasible approach to produce promising, measurable, and sustainable results related to each component outlined in Section C.
- **Gender and Social Inclusion:** The extent to which the Offeror provides a clear approach to addressing the unique issues of populations vulnerable to natural disasters and the integration of gender and social inclusion to all project activities.
- **Sustainability and Scaling:** The extent to which the Offeror provides a clear approach that will ensure that results can be sustained by the Government of Nepal and other entities after completion of the activity and the degree to which results can be replicated in areas not directly covered by the activity.

M.3.2 MANAGEMENT AND STAFFING PLAN [see L.5.C.4]

The management and staffing plan will be evaluated for its effectiveness to successfully implement *Tayar Nepal* activities and to achieve program objectives including, but not limited to, the following considerations (these considerations are not sub-criteria, but merely specific aspects of the management and staffing plan criterion that will be considered):

- The extent to which the Offeror's proposed plan is feasible, and demonstrate expertise and commitment towards achieving the contract goals

- The extent to which the proposed management plan supports directly and clearly the successful implementation of the program and supports the judicious and efficient use of project resources.
- The extent to which the offeror's proposed Chief of Party and team of key personnel meet the qualifications per **Sections F.9.2.1 and F.9.2.2** as demonstrated by their education and experience in relation to their proposed assignments and the extent of their authority, responsibility, *and* time commitments to this effort.
- The extent to which the proposed management approach demonstrates a logical and efficient use of staff resources to successfully achieve the goals and purpose of the activity.
- The extent to which the plan communicates a clear understanding of the capacities of Nepali organizations and businesses and clearly outlines a feasible approach for partnering with Nepali organizations.

M.3.3 INSTITUTIONAL CAPABILITY [see Section L.5.C.5]

The institutional capability criterion will be evaluated based on the capacity of the Offeror to successfully implement *Tayar Nepal* activities and achieved desired outcomes. Specifically, the following areas will be considered:

- Skills with regard to managing disaster risk management and urban planning/local governance projects preferably in Asia.
- Ability to advance, challenging reform processes with host country other donors.
- Corporate experience in managing large-scale projects with multiple components implemented at both the national and sub-national level with a documented history of implementation relying on demonstrated adaptive management strategies.
- Innovative and effective approach that leverages local resources such as local government budgets, volunteers or user fees.
- Documented evidence recruiting highly qualified, senior level experts.
- Capacity to effectively mobilize and augment resources and respond rapidly to task orders and perform supplemental technical assistance without hindering performance under the completion portion of the contract.

M.3.4 CONTRACTOR PERFORMANCE INFORMATION [see Section L.5.C.6]

Past performance shall be evaluated in accordance with FAR 15.305(a)(2).

- (a) Performance information will be used for both the responsibility determination and best value decision. USAID may use performance information obtained from other than the sources

identified by the Offeror/subcontractor. USAID will utilize existing databases of contractor performance information and solicit additional information from the references provided and from other sources if and when the Contracting Officer finds the existing databases to be insufficient for evaluating an Offeror's performance.

- (b) Adverse past performance information to which the Offeror previously has not had an opportunity to respond will be addressed in accordance with the policies and procedures set forth in FAR 15.3.
- (c) USAID will initially determine the relevance of similar performance information as a predictor of probable performance under the subject requirement. USAID may give more weight to performance information that is considered more relevant and/or more current.
- (d) The contractor performance information determined to be relevant will be evaluated in accordance with the elements below:
 - (1) Quality of product or service, including consistency in meeting goals and targets.
 - (2) Cost control, including forecasting costs as well as accuracy in financial reporting.
 - (3) Schedule, including the timeliness against the completion of the contract, task orders, milestones, delivery schedules, and administrative requirements (e.g., efforts that contribute to or affect the schedule variance).
 - (4) Business relations, addressing the history of professional behavior and overall business-like concern for the interests of the customer, including the contractor's history of reasonable and cooperative behavior (to include timely identification of issues in controversy), customer satisfaction, timely award and management of subcontracts, cooperative attitude in remedying problems, and timely completion of all administrative requirements.
 - (5) Management of key personnel, including appropriateness of personnel for the job and prompt and satisfactory changes in personnel when problems with clients were identified.
 - (6) For prime Offerors who are not small business concerns, their utilization of Small Business concerns as subcontractors, including efforts in achieving small business participation goals.
- (e) An Offeror's performance will not be evaluated favorably or unfavorably (Neutral rating) when:
 - (1) The Offeror lacks relevant performance history,
 - (2) Information on performance is not available, or
 - (3) The Offeror is a member of a class of Offerors where there is provision not to rate the class against a sub factor.

When this occurs, an Offeror lacking relevant performance history is assigned a "neutral" rating. An exception to this "neutral" rating provision is when a non-small businesses prime has no history of subcontracting with small business concerns.

Prior to assigning a "neutral" past performance rating, the contracting officer may take into account a broad range of information related to an Offeror's performance.

M.4 COST/BUSINESS EVALUATION

Each cost proposal will be evaluated but will not be assigned a rating. Cost will primarily be evaluated for realism, allowability, and reasonableness in accordance with FAR 15.404-1.

Cost realism is defined as the offeror's ability to project costs which are realistic for the work to be performed; reflect a clear understanding of the requirements; and are consistent with the offeror's technical capacity.

The cost analysis will include the proposed maximum cost and fixed fee for the IDIQ CLIN for complete performance of the maximum level-of effort, if ordered, and all other direct costs. This analysis will be conducted to determine reasonableness and realism of proposed costs and the extent to which they reflect potential technical assistance addressed in the technical proposal.

The reasonableness of the fixed fee will also be determined in accordance with the guidelines set FAR 15 and FAR 16. The Government will also evaluate the proposed costs to determine if they are realistic using proposal analysis techniques consistent with FAR 15.404.

M.5 DETERMINATION OF THE COMPETITIVE RANGE

The Contracting Officer will establish a competitive range composed of the most highly rated proposals in accordance with FAR 15.306 (c)(1) and (2). In certain circumstances, the Contracting Officer may determine that the number of most highly rated proposals that might otherwise be included in the competitive range exceeds the number at which an efficient competition can be conducted; should that be the case, the Contracting Officer may then limit offers in the competitive range to the greatest number that will permit an efficient competition among the most highly rated offers.

The government may exclude an offer if it is so deficient as to essentially require a new technical proposal. The government may exclude an offer so unreasonably priced, in relation to more competitive offers, as to appear that there will be little or no chance of becoming competitive. The government may exclude an offer requiring extensive discussions, a complete rewrite, or major revisions such as to allow an Offeror unfair advantage over those more competitive offers.

M.6 SOURCE SELECTION

As per FAR 52.215-1(f), the government intends to award one contract resulting from this solicitation to the responsible Offeror whose proposal represents the best value after evaluation in accordance with the factors and sub-factors as set forth in this solicitation.

This procurement utilizes the tradeoff process set forth in FAR 15.101-1. The USG may consider award to other than the lowest priced offeror or other than the highest technically rated offeror. The Contracting Officer shall award the contract to the Offeror whose proposal represents the best value to the USG. The Contracting Officer may award to a higher priced Offeror if a determination is made that the higher technical evaluation of that Offeror merits the additional cost/price.

M.7 BEST VALUE

The Government intends to award a contract resulting from this solicitation to the responsible offeror whose proposal represents the best value after evaluation in accordance with the factors as set forth in this solicitation. Best value is defined as the offer that results in the most advantageous solution for the USG, in consideration of technical, cost, and other factors.

[END OF SECTION M]