



USAID | NEPAL

FROM THE AMERICAN PEOPLE

**REQUEST FOR PROPOSAL (RFP)
ISSUANCE DATE:**

Monday, June 15, 2020 by 13:00 PM Nepal Standard Time (NPT; 5:45 hours ahead of Coordinated Universal Time (UTC))

**DEADLINE FOR RECEIPT OF
QUESTIONS:**

Thursday, June 25, 2020 by 13:00 PM NPT

RFP CLOSING DATE:

Thursday, July 30, 2020 by 13:00 PM NPT

SUBJECT: Request for Proposal of USAID/Nepal Karnali Water Security Activity (KAWAS) Project from the Phase One Selected Offerors

REFERENCE: RFP No. 72036719R00009

Dear Selected Offerors,

The United States Government (USG), represented by the U.S. Agency for International Development Nepal mission (USAID/Nepal) seeks proposals **only** from selected offerors from Phase One of the referenced synopsis in providing technical services for the project titled “USAID/Nepal Karnali Water Security Activity (KAWAS)” as described in the attached solicitation. The applicable geographic code for this procurement is 937 and North American Industry Classification System (NAICS) code is 541990.

USAID shall conduct this procurement through a full and open competition per Title 48 Code of Federal Regulation (CFR) Chapter 1 (Federal Acquisition Regulation *or* FAR) Part 15 procedures for contracting by negotiation utilizing a best-value tradeoff basis (i.e., the competitive negotiation process where the government evaluates both cost/price and non-cost/price factors and awards the contract to the offeror proposing the combination of factors which offers the best value to the government) per FAR § 15.101-1. Moreover, the preceding synopsis and this RFP contemplates a phased evaluation process (i.e., source selection down-select). All types of organizations were eligible to compete under the referenced synopsis. Most notably, synopsis **Section I(a)(16)(2.2)** provided “[t]here is no qualification requirement that an offeror, its product, *or* service must meet for award eligibility.” Thus, USAID encouraged the participation to the maximum extent possible of small business concerns in this activity as a prime or subcontractor. Further, USAID encourages proposals that include partnerships of teams – prime and subcontractors – with regional or local partners. However, per synopsis **Sections III.C** and **IV.A(b)**, respectively, USAID will “...invite only those organizations whose Proposed Technical Concept rated as **Acceptable** to submit a Concept Paper per the terms of the subsequent request for proposals (RFP).”

The USAID/Nepal mission contemplates awarding a cost-plus-fixed-fee (CPFF) completion cost reimbursement type contract per the FAR § 16.306(d)(1) for a five-year period – a three year Base Period and two one year Option Periods – from the date of award with a \$24.8 million (M) total

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Website: <https://www.usaid.gov/nepal>

estimated cost, subject to the availability of funds and USAID discretion.

To facilitate a prompt response, selected offerors per synopsis **Sections III.C** and **IV.A(b)** must submit all questions and requests for clarification concerning this solicitation electronically no later than Thursday, June 25, 2020 by 13:00 PM NPT to kathmanduoaaexchange@usaid.gov. If USAID receives substantive questions from selected offerors that affect the solicitation or necessitates changes to the closing date, time, or other aspects of the RFP, USAID will amend this solicitation. USAID will issue and post any amendments on the Federal Business Opportunities (FBO.gov), available through the General Service Administration's (GSA) Office of the Integrated Award Environment (IAE), beta.SAM.Gov, located at <https://beta.sam.gov/>. Further, USAID strongly encourages selected offerors to check the beta.SAM.Gov website periodically as acknowledgement of any such amendments is required to accompany the offeror's proposal.

When submitting requests for clarification, selected offerors must reference the specific RFP as follows:

SUBJECT: 72036719R00009 Karnali Water Security Activity (KAWAS) Project

REFERENCE: 72036719R00009 Section ____, paragraph ____, page ____

It remains the selected 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 review the solicitation carefully. Lastly, Block 12 of Standard Form (SF)-33 of this RFP requires that offers remain valid for 180 calendar days from the closing date.

USAID must receive all questions or requests for clarification must be received no later than Thursday, June 25, 2020 by 13:00 PM NPT to the following email address:

kathmanduoaaexchange@usaid.gov.

Selected offerors must NOT submit questions to any other USAID staff, including the technical office.

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.

Selected offerors must carefully adhere to RFP **Sections L** (INSTRUCTIONS TO OFFERORS) and **M** (EVALUATION FACTORS FOR AWARD). Further, RFP **Sections B** through **J** will become the basis for the resulting contract. The Contracting Officer will complete any blanks in RFP **Sections B** through **J** before award. Lastly, the selected offerors must separate and submit the Technical and Cost Proposals per RFP **Section L** to kathmanduoaaexchange@usaid.gov.

The selected offerors must format the subject line for every email as follows:

USAID/Nepal KAWAS Project 72036719R00009 *Offeror's Name* TECHNICAL PROPOSAL EMAIL: 1 of XX.

USAID/Nepal KAWAS Project 72036719R00009 *Offeror's Name* COST PROPOSAL EMAIL: 1 of XX.

USAID instructs selected offerors to pay careful attention to RFP **Section K** (REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS). Further, selected offerors must comply with FAR § 52.204-7 (SYSTEM FOR AWARD MANAGEMENT *or* SAM) website, and complete the annual representations and certifications electronically, located at <https://beta.sam.gov/>.

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. Final award remains subject to availability of funds following the proper completion of required USAID internal processes and other internal USAID approvals.

Yours truly,

Jack M. Adrien
Contracting Officer

SOLICITATION, OFFER, AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE OF 4 157 PAGES
2. CONTRACT NO.	3. SOLICITATION NO. 72036719R00009	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED Sex Box No. 28	6. REQUISITION/PURCHASE NO. REQ-367-18-000015
7. ISSUED BY Office of Acquisition and Assistance (OAA) USAID/Nepal GPO Box 295 U.S. Embassy, Maharajgunj Kathmandu, Nepal		CODE	8. ADDRESS OFFER TO (If other than Item 7)		

SOLICITATION

9. Sealed offers in original and electronic only copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in N/A until
CAUTION – LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation

10. FOR INFORMATION CALL:	A. NAME	(A) TELEPHONE (NO COLLECT CALLS)			(B) E-MAIL ADDRESS
		AREA CODE	NUMBER	EXTENSION	

11. TABLE OF CONTENTS

(x)	SEC.	DESCRIPTION	PAGE(S)	(x)	SEC.	DESCRIPTION	PAGE(S)
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<input checked="" type="checkbox"/>	A	SOLICITATION/CONTRACT FORM	04	<input checked="" type="checkbox"/>	I	CONTRACT CLAUSES	95
<input checked="" type="checkbox"/>	B	SUPPLIES OR SERVICES AND PRICES/COSTS	12	PART III – LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS			
<input checked="" type="checkbox"/>	C	DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK	16	<input checked="" type="checkbox"/>	J	LIST OF ATTACHMENTS	124
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<input checked="" type="checkbox"/>	E	INSPECTION AND ACCEPTANCE	48	<input checked="" type="checkbox"/>	K	REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS	149
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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 _____ calendar days (60 calendar days unless a different period is inserted by the offeror) 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. ACKNOWLEDGMENT 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 ADDRESS OF PERSON AUTHORIZED TO SIGN OFFER	
15B. TELEPHONE NO.		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.		17. SIGNATURE (Type or Print)	
AREA CODE	NUMBER	EXTENSION		18. OFFER DATE	

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	
24. ADMINISTERED BY (If other than Item 7)		CODE	25. PAYMENT WILL BE MADE BY
26. NAME OF CONTRACTING OFFICER (Type or print) Jack M. Adrien		27. UNITED STATES OF AMERICA <i>(Signature of Contracting Officer)</i>	
		28. AWARD DATE	

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

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PART I – SCHEDULE

SECTION B – SUPPLIES OR SERVICES AND PRICE/COSTS

B.1 PURPOSE

The USAID/Nepal Karnali Water Security Activity (KAWAS) will create healthy, resilient, *and* water secure communities at the watershed level through strengthened water and sanitation governance that improves water resource management (including water for more resilient and biodiverse ecosystems), enhances sustainable access to drinking water, improves agriculture water management, *and* reduces the fecal pathogen burden in the environment from poorly managed non-sewered sanitation through fecal sludge management.

B.2 CONTRACT TYPE

USAID/Nepal contemplates a cost-plus-fixed-fee (CPFF) completion type contract per the Federal Acquisition Regulation (FAR) § 16.306(d)(1). For the consideration set forth in the contract, the Contractor must provide the deliverables or outputs described in **Sections C** and **F** and otherwise comply with all contract requirements.

B.3 ESTIMATED COST, FIXED FEE, *and* OBLIGATED AMOUNT

- (a) The estimated cost for the performance of the work required hereunder, exclusive of fixed fee, if any, is TBD. The fixed fee, for the contract period is TBD. The total estimated cost-plus-fixed-fee is TBD.
- (b) Within the estimated cost-plus-fixed-fee 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 TBD. The Contractor must not exceed the aforesaid obligated amount unless authorized by the Contracting Officer per FAR § 52.232-22 (LIMITATION OF FUNDS).
- (c) Funds obligated hereunder are anticipated to be sufficient through TBD.

B.4 PRICE/COST SCHEDULE

- (a) The contract budget found herein is based on the Contractor's original proposal or final proposal revision, which was accepted by USAID through award of this contract.
- (b) Without the prior written approval of the Contracting Officer, the Contractor may not exceed the total estimated costs set forth in the budget hereunder or the total obligated amount, whichever is less.
- (c) The following itemized budget sets forth the estimates for reimbursement of dollar costs for individual line items of cost, and the fixed fee.

Table 1. Summary Budget by Objective.

COST ELEMENTS	Base Period			Option Period		TOTAL
	Year 1	Year 2	Year 3	Year 4	Year 5	
OBJECTIVE ONE						
OBJECTIVE TWO						
OBJECTIVE THREE						
OBJECTIVE FOUR						
OBJECTIVE FIVE						
INDIRECT COSTS						
TOTAL ESTIMATED COST						
FIXED FEE						
TOTAL ESTIMATED COST-PLUS-FIXED-FEE						

Table 2. Summary Budget by Cost Element Breakdown.

COST ELEMENTS	Base Period			Option Period		TOTAL
	Year 1	Year 2	Year 3	Year 4	Year 5	
PERSONNEL						
FRINGE AND BENEFITS						
TRAVEL, TRANSPORTAION, PERDIEM						
EQUIPMENT						
CONSTRUCTION						
CONTRACTUAL						
OTHER DIRECT COST						
TOTAL DIRECT COST						
INDIRECT COSTS						
TOTAL ESTIMATED COST						
FIXED FEE						
TOTAL ESTIMATED COST-PLUS-FIXED-FEE						

NOTE: USAID will not pay the Contractor any sum in excess of the ceiling price per **Section B.7.1** below. Individual Subcontractors should include the same cost element breakdowns in their budgets.

B.5 INDIRECT COSTS (CPFF)

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

Rate	Base	Type	Period
------	------	------	--------

%	1/	1/	1/
%	2/	2/	2/
%	3/	3/	3/

Description

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, general and administrative (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). Indirect costs shall not be allowed for local organizations. All costs for local organizations shall be budgeted and billed as direct costs

B.6 COST REIMBURSABLE

The U.S. dollar costs allowable must be limited to reasonable, allocable and necessary costs determined per Part FAR 31 (CONTRACT COST PRINCIPLES), FAR § 52.216-7 (ALLOWABLE COST AND PAYMENT), FAR § 52.216-8 (FIXED FEE), if applicable, and USAID Acquisition Regulation (AIDAR) 752.7003 (DOCUMENTATION FOR PAYMENT).

B.7 MULTI-YEAR CONTRACTING

As per FAR § 17.103, “[m]ulti-year contract means a contract for the purchase of supplies or services for more than [one], but not more than [five], program years. A multi-year contract may provide that performance under the contract during the second and subsequent years of the contract is contingent upon the appropriation of funds, and (if it does so provide) may provide for a cancellation payment to be made to the Contractor if appropriations are not made.” Further, FAR § 17.106-1(c) provides “[c]ancellation procedures...[encompass] [a]ll program years except the first are subject to cancellation. For each program year subject to cancellation, the contracting officer shall establish a cancellation ceiling. Ceilings must exclude amounts for requirements included in prior program years. The contracting officer shall reduce the cancellation ceiling for each program year in direct proportion to the remaining requirements subject to cancellation.”

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

Below please find the proposed cancellation dates and ceilings for Years Two, Three, Four, *and* Five:

	Cancellation Date	Cancellation Ceiling
Contract Year Two	TBD	TBD
Contract Year Three	TBD	TBD
Contract Year Four	TBD	TBD
Contract Year Five	TBD	TBD

B.7.1 CANCELLATION CEILING

As per FAR § 17.103, “[c]ancellation ceiling means the maximum cancellation charge that the Contractor can receive in the event of cancellation.” Given that USAID contemplates a multi-year CPMF completion cost reimbursement type contract per the FAR § 16.306(d)(1), a cancellation ceiling authorizes reimbursing the Contractor for all allowable costs per FAR § 52.216-7 (ALLOWABLE COSTS AND PAYMENT). Further, the Contractor must not incur any costs that would have been amortized over the life of the contract should the contract be cancelled per FAR § 52.217-2. Thus, the cancellation ceiling for each cancellation date is [TBD].

B.8 FAR 52.216-8 FIXED FEE (JUN 2011)

The fixed fee is the fee agreed upon for the performance of a CPMF. As per Title 10 United States Code (USC) § 2306(d) and Title 41USC 3905, respectively, “[t]he fee for performing any other cost-plus-a-fixed-fee contract may not be more than 10 percent of the estimated cost of the contract, not including the fee.” The USAID paying office must pay the Contractor a percentage of the fixed fee that directly corresponds to the percentage of allowable costs being paid as specified in the Schedule for performing this contract.

In the event of discontinuance of the work in accordance with the termination contract clause FAR § 52.249-6 (TERMINATION (COST-REIMBURSEMENT)), the fee must be redetermined by mutual agreement equitably to reflect the reduction in the work performed. The amount by which such fee is less than, or exceeds, payments previously made on account, the fee must be paid to, or repaid by the Contractor, as applicable.

[END OF SECTION B]

SECTION C – DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

C.1 TITLE OF PROGRAM

The USAID/Nepal Karnali Water Security Activity (KAWAS).

C.2 GOAL

USAID/Nepal KAWAS seeks to create healthy, resilient, and water secure communities at the watershed level through strengthened water and sanitation governance that improves water resource management (including water for more resilient and bio-diverse ecosystems), enhances sustainable access to drinking water, improves agriculture water management, and reduces the fecal pathogen burden in the environment from poorly managed non-sewered sanitation through fecal sludge management.

C.3 INTRODUCTION

C.3.1 BACKGROUND

Fresh water is a finite and vulnerable resource that is essential to sustain life, development, and the environment. By 2050, at least one in four people is likely to live in a country affected by chronic or recurring shortages of fresh water.¹ Water stress due to scarcity, poor water quality, and inadequate sanitation negatively affects food security, public health, and livelihood choices for poor families across the world. An integrated approach is necessary to address these challenges and ensure water security for more resilient societies.

Sustainable development will not be achieved without a water-secure world. The United Nations (UN) Water's definition of water security encompasses:

- (a) Access to safe, sufficient, and affordable water to meet basic needs for drinking, sanitation, and hygiene, to safeguard the health and well-being, and to fulfill basic human rights;
- (b) Adequate water supplies available for food and energy production, industry, transport, and tourism;
- (c) Populations resilient to water-related hazards including floods, droughts, and pollution; *and*
- (d) Ecosystems preserved and can deliver their services, on which both nature and people rely, including the provision of freshwater.²

Water security also includes elements of good governance, transboundary cooperation, peace and political stability, and financing. Water security can support reductions in poverty and increase living standards such that there is an improved quality of life for all, especially for the most vulnerable—usually women and children—who benefit most from good water governance and the benefits it provides.

¹ Please see <https://www.un.org/sustainabledevelopment/water-and-sanitation/>.

² Available at <http://www.unwater.org/publications/water-security-infographic/>.

Addressing water security issues will contribute directly or indirectly to all the global Sustainable Development Goals (SDG).³ KAWAS is designed specifically to support the Government of Nepal (GON) in achieving SDG 6: ensure availability and sustainable management of water and sanitation for all.

C.3.2 WATER RESOURCES IN NEPAL

Article 30 of Nepal’s constitution, adopted in 2015, states that ‘Each person shall have the right to live in a healthy and clean environment’, and gives high priority to protection, promotion and proper use of water resources. The constitution cites the importance of people’s participation in conservation, management and use of natural resources, and specifically prioritizes and includes policy provisions for national investment in multi-utility development of water resources. Other policies support development of sustainable and dependable irrigation by managing river systems to prevent and mitigate water-related natural disasters. However, at present, as in other parts of the world, Nepal’s water sector faces challenges in quantity, quality and reliability.

In 2007, the International Water Management Institute (IWMI) Comprehensive Assessment of Water Management in Agriculture labelled Nepal as an area of economic water scarcity due to “a lack of investment in water or a lack of human capacity to plan and manage to satisfy the demand for available water.” Since then, many anecdotes and studies have cited reduction in water availability, indicating that Nepal may be starting to experience physical water scarcity, where the available water is not sufficient to meet both human demands and those of ecosystems to function effectively. In one study of 1,115 springs investigated in the Tanahun district, almost two-thirds had reduced flow by an average of 21 percent between 2004 – 2014, and in ten districts of the Far West Region, one quarter of the 693 springs monitored showed a 60 percent average decline in discharge between 2013 – 2016.⁴ In some cases, people have migrated to other areas because of the water scarcity.

Agricultural activity dominates the use of freshwater in Nepal and globally,⁵ while the World Bank estimates that over 70 percent of the Nepalese population is engaged in the agriculture and livestock sectors. Agricultural water management is critical.⁶ There is high demand for irrigation in Nepal, given that most agriculture is rainfed, with only 18 percent of cultivated land being irrigated year-around. Irrigation is a key input to increasing agricultural productivity, but most of the water withdrawn by agriculture is lost in evaporation and transpiration, indicating an urgent need to increase water efficiency. Some of the challenges that affect optimum use of water for productivity include: aging water infrastructure such as pipes, canals, reservoirs, etc; low system efficiency; weak participation and low capacity of Water Users Associations (WUAs); weak institutional capacity; weak linkages between upstream and downstream; poor agricultural water use efficiency practices; and subsistence agriculture practices. There has also been increased competition and conflict with other water use sectors thereby diverting water resources from traditional users who are often

³ Please see <https://www.un.org/sustainabledevelopment/sustainable-development-goals/>.

⁴ Nepal’s silent emergency: springs going dry by Ajaya Dixit. <https://www.nepalitimes.com/opinion/nepals-silent-emergency-springs-going-dry/>.

⁵ WRI 2005 World Resources Institute: Freshwater resources 2005.

⁶ USAID 2015, Agricultural Water Management: Water and Development Strategy Implementation Brief; https://www.usaid.gov/sites/default/files/documents/1865/Ag%20Water%20Management_Implementation%20Brief_Jan%202015.pdf.

peasants, fishers and women. Such increasing deprivation is likely to worsen the inequalities.⁷ Hence, ensuring water security for productive activities for the most vulnerable could be one of the most effective ways of improving equity and reducing poverty.

Biological contamination is a major issue for spring sources and river bodies in Nepal. The practice of open defecation has been reduced to less than 10 percent of households, however, fecal contamination is reintroduced to the environment as the fecal sludge from septic pits/tanks is disposed of directly into water bodies, forest areas, and flood-prone areas. Rivers have also been chemically polluted by excessive use of chemical fertilizers and pesticides and unregulated industrial discharges. In the Terai, groundwater is widely contaminated by arsenic levels in excess of the World Health Organization (WHO) guidelines. In areas where wetlands have been drained and forests are degraded, natural filtration and treatment of biological and chemical contaminants are hindered by lack of vegetation, soil, and associated microorganisms. These areas are prone to soil erosion and sedimentation that further deteriorates water quality.

As climate variability impacts the timing, amount and intensity of precipitation events, it brings additional risks of drought, floods, erosion and landslides, affecting water supply and sanitation, agricultural potential and ecosystem services. Although climate-related changes in river flow are poorly understood, it is estimated that continuation of the 0.06° Celsius/year warming trend will result in a drop in total water availability from the current 176 km³/year to 128 km³/year by 2100, a 27 percent decrease.⁸ Variable water flow affects hydropower generation, and can lead to damage of water, sewerage, and irrigation structures (both social and physical) at the national and local levels. Soil erosion on the slopes and silting in the low-lying areas continues to occur, in part due to Nepal's steep gradient. But the biggest issue is the trend in reduction of 'useful' precipitation, which is spread over a long period and can infiltrate the soil, accompanied by an increase in 'useless' precipitation, which falls in large quantities over a short time during cloudbursts and runs off, causing erosion and damaging fields and pathways, and not contributing to infiltration.

Groundwater and aquifer recharge are also affected by land use practices. Unfortunately, as much as 28 percent of Nepal's land is degraded, affecting the ability of the natural resource base to provide vital ecosystem services and causing economic hardship and social inequities. Wetlands, which cover nearly 5 percent (743,500 hectares) of Nepal's area⁹, and are important for biodiversity conservation and ecosystem maintenance, are also degraded by hunting, encroachment, and drainage.

C.3.3 WATER AND SANITATION ACCESS

According to the Ministry, 88 percent of households have access to improved sources of drinking water, which includes piped water, public taps, standpipes, tube-wells, boreholes, protected dugwells, springs, and rainwater. However, functionality is a challenge, with a 2013 study reporting that only 25 percent of water supply systems function properly, while 39 percent require either major repairs, rehabilitation or reconstruction¹⁰. In terms of water quality, the latest Multiple Indicator

⁷ Namara RE et al. 2010. Agricultural water management and poverty linkages. *Agricultural Water Management* 97 (4) (2010), pp. 520 – 527.

⁸ Chaulagain, NP. 2006. Impacts of climate change on water resources of Nepal: The physical and socioeconomic dimensions. MSc Thesis, University of Flensburg, Germany

⁹ Please see <https://thehimalayantimes.com/opinion/wetlands-in-nepal-2/>.

¹⁰ Helvetas. (2013). *The Effectiveness and Outcomes of Approaches To Functionality of Drinking Water and Sanitation Schemes*. Kathmandu: Helvetas Swiss Intercooperation Nepal.

Cluster Survey (MICS) Nepal survey found 71 percent of household drinking water sources (at point of collection) showed presence of an indicator of fecal contamination (*Escherichia coli*). Eighty-two percent of households had *E. coli* when water was sampled at the point of use, indicating additional contamination during transport and storage.¹¹ Thus, access to “safely managed drinking water” as per the definition used for the SDG,¹² is estimated to be at only 27 percent. Meeting Good Agricultural Practices (GAP) standards requires clean water and proper hygiene standards to prevent food contamination.

A literature review of fecal sludge management suggests that the full non-sewered sanitation chain is best addressed in developing countries through simple technologies.¹³ Fecal sludge management is a very immature sector but Nepal has at least two examples of dry bed fecal sludge treatment plants (FSTP), with one supporting a small institution and another a town of approximately 57,000. Both display successful technology, but the small size of the former does not lend itself to providing fecal sludge treatment for a small town. The second FSTP is located in a municipality that is receiving technical assistance from USAID’s Water, Sanitation, and Hygiene Finance (WASH-Fin) activity to develop standard operating procedures, determine what type of service agreement to use for operations of the FSTP, develop a business plan for the FSTP, and determine what type of service agreement to use for operations of the FSTP.

In decentralized systems, simple technologies are best for collection, transportation, and treatment of fecal sludge. The public sector has an important role in raising demand through guidelines, regulations, and public education. Revenues from generation of sludge by-products like fuel, building material, or soil amendments in these rural areas may help to offset the costs of operation. Public-private or public-community-nongovernmental organization (NGO) approaches can all be successful for fecal sludge management, with the community and NGOs taking on some roles. Private operators may be more confident of the possibility of developing self-sustaining revenue streams with populations in the range of 50 – 60,000. However, there are signs that systems for smaller towns (in the range of 20,000 to 45,000) can also be viable, particularly when there is public intervention to support revenue generation with sanitation taxes, linking fecal sludge management with water service fees (justified by water quality impacts of untreated fecal sludge), subsidies or service subscription. Public-private partnerships that include donor support for construction and training and mentoring for initial operations can then graduate to a public-private business model. Similarly, clustering villages or FSTPs under one operator may allow for economies of scale (depending on the construction and transportation costs).¹⁴

¹¹ The United Nations Children’s Fund (UNICEF) Multi-Indicator Cluster Survey 2014

¹² Available at https://www.who.int/water_sanitation_health/monitoring/coverage/indicator-6-1-1-safely-managed-drinking-water.pdf.

¹³ S. Singh et al. Technology options for faecal sludge management in developing countries: Benefits and revenue from reuse. *Environmental Technology & Innovation* 7 · February 2017. Available at https://www.researchgate.net/publication/314126067_Technology_options_for_faecal_sludge_management_in_developing_countries_Benefits_and_revenue_from_reuse.

¹⁴ L Bachelier et al. 2018. Safely managed sanitation services in small towns: an analysis of knowledge and experiences from developing countries. Cranfield University and pS-Eau. Available at https://www.pseau.org/outils/ouvrages/cranfield_university_ps_eau_safely_managed_sanitation_services_in_small_towns_an_analysis_of_knowledge_and_experiences_from_developing_countries_en_2018.pdf.

C.3.4 FEDERALISM

Nepal's 2015 Constitution provides for three levels of government: national, provincial and local. There are 7 provinces, 77 districts and 753 local governments (460 village municipalities and 293 urban municipalities), and 6743 wards (the smallest units of government). Wards are units of government closest to the communities.

The constitution has distinguished federal, provincial and local responsibilities for the development and use of water resources. The federal government is responsible for large projects for electricity, irrigation, large-scale drinking water supply, and other projects, policies and criteria related to protection and the multi dimensions of water resource use and on international treaties and agreements. The provincial government is responsible for provincial level electricity, irrigation, drinking water supply services, and transport and management of national forest, water resources and ecology within the province. The local governments are mandated to develop and oversee the management of drinking water services, small electricity projects and conservation of watersheds and wetlands at the local level. There are overlapping and concurrent powers for federal, provincial and local levels with regards to drinking water and other environmental conservation concerns. Although drinking water and watershed management are under the jurisdiction of local government, water resource management is concurrently a right of federal, provincial and local governments. This creates confusion on the roles for water resource management.

Under Nepal's draft Water Supply, Sanitation and Hygiene Sector Development Plan, the National Water Supply Corporation (NWSC) is the operator for the urban water supplies while Water Users and Sanitation Committees (WUSC) are operators of small towns and village systems, with some overlap with roles as service providers, regulators, and managers of the smaller systems. WUSCs should have at least 33 percent representation of women and representation from disadvantaged groups.

Before federalism, WASH activities were managed at the district level. Now there are 28 divisional drinking water and sanitation offices to serve the 753 new municipalities (urban and rural). Local governments have the right to tax, collect revenue, and allocate budget for construction and oversight of WASH activities. It is proposed that each municipality have one engineer and each ward have an assistant sub-engineer, but it is unclear whether all municipalities yet have this level of technical human resources and whether they will be sufficient to undertake the planning and oversight of all WASH activities that local government may want to undertake. Nepal is urbanizing rapidly, with an estimated 40 percent of the population living in urban areas, and 34 percent of municipalities defined as "urban". With urbanization, there will be more demand for proper municipal services which includes safely managed water and sanitation services.

C.3.5 POLICY AND INSTITUTIONAL FRAMEWORK

There is no institutional framework to address water issues holistically in Nepal. At the national level, there are three ministries that deal with water:

- (a) Ministry of Water Supply;
- (b) Ministry of Energy, Water Resources and Irrigation; *and*
- (c) Ministry of Federal Affairs and General Administration (MoFAGA).

The institutional structure for regulation and implementation of the water related policies and laws is centralized, with coordination units based in ministries, commissions and departments.

At the national level, a Water and Energy Commission Secretariat (WECS), established in 1981, is responsible for assisting the various sectoral ministries and other agencies engaged with water resources in the formulation of water and energy resources policies and planning of projects. However, the role and mandate of WECS is not clear, and there is no legal requirement for sectoral ministries to share their development plans with WECS or integrate their planning with other sectoral ministries. WECS has not been successful in promoting cross-sectoral coordination as envisioned by the National Water Plan of 2005.

Nepal's Water Resource Act of 1992 outlines arrangements for the rational utilization, conservation, management, and development of water resources, and formalized the formation and registration of Water User Associations (WUAs) to manage water resources for the benefit of their members. The Nepal's Water Resources Strategy 2003 sets out a comprehensive approach to water planning, covering water supply and sanitation, irrigation, and hydropower as well as a range of institutional, legal, and environmental issues with a long-term vision, and is operationalized by the National Water Plan 2005. The Local Governance Implementation Act 2074 (2017 AD), stipulates proper management and use of water resources, but implementation of this framework has been a challenge in the context of federalism. There is a gap in inter-provincial and inter-local governmental cooperation for integrated water resource management. A 2017 review of policy gaps and institutional arrangements for water management concluded that Nepal urgently needs institutional and policy reform to better adapt to the present and future challenges, climate change in particular.¹⁵

Nepal has a new Drinking Water and Sanitation Bill that has been drafted by the Ministry of Water Supply and Sanitation and sent forward to Parliament in 2019. The bill focuses on two aspects of drinking water - water security and water quality. It also has provisions for sewerage management. The bill, when endorsed, will ensure citizens' fundamental right to clean drinking water. The Bill intends to repeal the Water Management Board Act 2063, the Water Tariff Fixation Commission Act 2063 and the Water Corporation Act 2023. However, the bodies established by these repealed acts will be maintained through provisions in the Drinking-Water and Sanitation Bill. As such, the water and sanitation tariff fixation commission maintain the responsibility of establishing tariff rates for services provided and fines for unpaid bills (*ibid.*). The bill establishes the law for becoming a licensed service provider across the sanitation chain. Although Nepal does not endorse the use of subsidies for sanitation services, the drafted bill has a provision to develop a fund for rural drinking-water and sanitation. Finally, the draft bill also has a provision for the establishment of a coordination committee that will provide suggestions to the government on policies and plans in the water and sanitation sector.¹⁶

C.3.6 SECTOR FINANCING

In the 2018/2019 national budget, Nepal allocated 3 percent, which is \$339 million (\approx Nepalese rupees (NPRs) 35.6B) to the WASH sector, mainly for large infrastructure investments in

¹⁵ Regmi, B.R., Shrestha, K. 2018. Policy gaps and institutional arrangements for water resources management in Nepal. HI-AWARE Working Paper 16/2018. Kathmandu: HI-AWARE, ICIMOD.

¹⁶ https://www.who.int/water_sanitation_health/monitoring/investments/nepal-sanitation-policy-and-planning-framework-case-study-for-discussion.pdf.

Kathmandu and other urban areas. From this, NPRs. 113B (8.6 percent) is transferred to the provinces, and NPRs 195B (14.8 percent) to the local governments, in the form of financial equalization and conditional funds, respectively. These two funds, plus any local taxes/revenues collected by the municipalities, comprise the available funding for local WASH infrastructure and capacity building investments. Although the allocation from the national budget for the WASH sector has increased 40 percent in the past four years (from NPRs. 24.9B in 2015/2016), the estimated financing gap to meet the WASH target is NPRs. 818B (50 percent of the total estimated cost).¹⁷

Nepal's Town Development Fund (TDF) was set up to provide long-term finance for municipal infrastructure under the Municipal Finance Framework, although currently its role is more an agent for on-lending multilateral loans for pre-selected municipalities and projects. The Government of Nepal (GON) mandates that businesses spend a minimum of one percent of annual profits on corporate social activities. USAID's Safaa Paani Water, Sanitation, and Hygiene (WASH) Recovery Activity (WRA) Project collaborated with Upper Tamakoshi Hydropower Company to construct drinking water supply schemes in the surrounding communities. The company provided 50 percent of the construction costs from their Corporate Social Responsibility funds.

However, despite private sector interest and the mandate to support development activities, private sector involvement in water and WASH-related services is underdeveloped in Nepal. This may relate to a lack of mechanisms, frameworks and guidelines to facilitate engagement more than lack of financing itself. An improved enabling environment is required to mobilize corporate social responsibility investments for drinking water improvement. In sanitation, the private sector has shown interest in partnership for sludge collection, operation of fecal sludge treatment plants, and sale of treated, safe sludge cake to farmers for soil amendment. The engagement of the private sector can also increase market opportunities in products and services as well as demonstrate agriculture water management. The Activity will explore public-private partnership for both agriculture water management and fecal sludge management.

USAID WASH-Fin project has introduced a commercial orientation in the development of a business plans for Surkhet Valley Water Supply User's Organization (SVWSUO) and Gulariya Municipality's Fecal Sludge Treatment Plant to enhance operational efficiencies through a series of activities including reducing non-revenue water, account receivable management, and the streamlining of management information systems. This is a prerequisite for accessing both private capital and commercial funding. WASH-Fin has adopted several modalities to institutionalize the approach and models in water supply and sanitation, and the 5-year business plan for SVWSUO and support for institutional structure can be used as a reference document for other small utility service providers.

The goal of KAWAS is to create healthy, resilient, and water secure communities at the watershed level through strengthened water and sanitation governance that improves water resource management (including water for ecosystems), enhances sustainable access to drinking water, improves agriculture water management, and promotes fecal sludge management. The centerpiece of the GON's vision for agriculture-driven economic growth is the private sector-led Agriculture Development Strategy, 2015. The conceptual framework integrates smallholder

¹⁷ WaterAid, WASH Financing in Nepal 2018/2019 context SDG 6, July 2018. Available at <https://washmatters.wateraid.org/publications/wash-financing-fact-sheet-nepal>.

farmers within a competitive value chain. Although the central bank mandates that 10 percent of commercial bank loan portfolios be applied to agriculture ventures, limited public and private investment, declining competitiveness, and unpredictable trade flows have impeded the growth of Nepal's per capita agricultural gross domestic product and hinder the structural transformation of the economy. USAID agriculture funds will support the Agriculture Development Strategy and the Activity's goal of water secure communities by bringing agriculture resources to construct multiple use water systems that serve domestic and productive water needs in unison. The Activity will also encourage private-sector, market-based organizations or groups to bolster the environment funds that will be applied to upstream water source improvements.

C.3.7 GENDER EQUALITY AND SOCIAL INCLUSION (GESI) IN WATER MANAGEMENT

USAID's GESI Analysis found in **Section J.1.2** identifies key and inter-related issues faced by women, marginalized groups, and vulnerable people in the water and sanitation sectors with recommended actions for the Activity. The GESI analysis recommends identifying and understanding the causes of gender and social group inequalities; difference in roles, responsibilities, and needs of men and women; and the relationship between men and women, girls and boys, within and among different caste and ethnicities, within the same sex, and gender identities, between older and younger men and women, and the status of girls and women with disabilities. USAID/Nepal will require the Contractor to disaggregate all performance data by gender, caste, ethnicity and age. The most important step in addressing the recommendations of the GESI analysis is to prioritize and integrate the key findings into all levels of programming so that necessary resources are allocated; identified normative gaps, and inequalities, are addressed; girls, women, and gender identities are empowered and barriers to their participation are removed; and the differential impacts of program activities on males and females, caste and ethnicity groups and disability at a minimum are monitored, reported and adapted. The Contractor must work on the intersectionality of gender with caste and ethnicity and identify how program activities will ensure voice, access, and equal opportunities for historically marginalized groups and vulnerable populations in Nepal's diverse society.

Offerors are not expected to develop their own GESI analysis, rather, Offerors are expected to fully review the GESI Analysis found in **Section J.1.2** below and to integrate the given strategic recommendations for the stated issues into their proposal, with justification for necessary alterations and with additional strategies as required to address those GESI issues. The selected Offeror and USAID will review, further define, and possibly adjust the recommended actions during the co-creation workshop or phase.

The four major GESI issues to be addressed in the Activity are:

- (a) Despite decades of GESI mainstreaming in Nepal's development programs, the progress made for women and marginalized groups' leadership and participation in water governance has not become a mainstream practice. Evidence shows that many decision makers and influencers have a tokenistic approach to women and marginalized groups' participation in water supply and sanitation and hygiene (WASH) and irrigation sub sectors, that is too often limited to fulfilling quotas. Youth are less targeted for WUSC and WUA group membership, yet their participation could bring in fresh commitment and continuity over time.

- (b) Disparities in WASH outcomes are high for communities in remote mountain areas, menstruating women and girls, and Dalit communities. Poor infrastructure, harmful traditional beliefs and practices, gender-based violence, and untouchability¹⁸. not only exacerbate lack of access, use and control of water resources, services and opportunities, but are detrimental to human dignity, health, *and* socioeconomic well-being.
- (c) Women, people with disabilities, senior citizens, poor, and marginalized groups in the water resources sector are disproportionately affected. Their empowerment and improvement of their access is impeded by insufficient disaggregation of data.
- (d) Women and youth are often excluded from technical water-focused jobs due to discriminatory gender and age stereotypes. Nearly 14 percent of the total youth are abroad for employment and education.¹⁹ The activity should aim at creating on the job training opportunities for women and young people in construction or rehabilitation work, and market system-based interventions.

C.4. RELATIONSHIP TO CDCS AND OTHER US GOVERNMENT PROGRAMS

This activity will contribute to USAID's Journey to Self-reliance, a framework of strategies, partnership models and program practices to achieve greater development outcomes and make partner countries self-reliant. It will specifically contribute to USAID/Nepal's Country Development Cooperation Strategy (CDCS) Development Objective 3 (DO 3): Increased Human Capital and directly address the Intermediate Result (IR) 3.2 A Healthier and Well-nourished Population. It will also contribute to the CDCS Objective 1: More inclusive and effective governance, addressing IR 1.2 Accountability of selected institutions strengthened, and CDCS Objective 2: Inclusive and sustainable economic growth to reduce extreme poverty, addressing IR 2.3 Resilience of targeted natural resources and related livelihoods improved, and sub-IR 2.3.2 Sustainable management and use of water resources improved. In addition, this activity will contribute to several CDCS cross-cutting issues: Extreme Poverty, Resilience, *and* Gender Equality and Social Inclusion (GESI).

There is a growing global water crisis that may increase disease, undermine economic growth, foster insecurity and state failure, and generally reduce the capacity of countries to advance priorities that support U.S. national interests. To address these challenges and contribute to a healthier, safer, and more prosperous world, this activity also contributes to all four Development Results of the USAID Water and Development Plan in the U.S. Government Global Water Strategy.²⁰

¹⁸ Untouchability is the practice of ostracising a minority group by segregating them from the mainstream by social custom; the term is most commonly associated with treatment of the Dalit communities in the Indian subcontinent, groups whose occupations involved activities considered polluting such as fishermen, manual scavengers, leather workers, sweepers and washermen.

¹⁹ Nepali Youth in Figures, 2014. Ministry of Youth and Sports, Government of Nepal

²⁰ U.S. Global Water Strategy. 2017. Available at https://www.usaid.gov/sites/default/files/documents/1865/Global_Water_Strategy_2017_final_508v2.pdf.

C.4.1 INTEGRATION WITH OTHER USAID/NEPAL ACTIVITIES

USAID's Integrated Watershed Management Activity (IWMA) (2018 – 2020) has facilitated coordination and joint planning and implementation of USAID activities that work in Lower Karnali and Rangun Khola watersheds in Provinces 5, 6, and 7. The Activity must incorporate learnings from IWMA and maximize coordination and collaboration with ongoing USAID activities to support synergies and Nepal's journey to self-reliance. Depending on geography, such coordination could include Suaahara II; Swachchhata; Water, Sanitation and Hygiene Finance (WASH-Fin); Promoting Agriculture, Health, and Alternative Livelihoods (PAHAL), Knowledge-Based Integrated Sustainable Agriculture in Nepal (KISAN II); Nepal Seed and Fertilizer (NSAF) project; USAID Paani Program (Paani); Hariyo Ban II; Strengthening Systems for Better Health (SSBH); and other related USAID activities, including other possible centrally-managed activities. Beyond these listed activities, wherever possible, the Activity should leverage existing and on-going efforts from other sectors in which USAID is investing (e.g., in education and rehabilitation of disabilities) to promote effective implementation of interventions and to maximize impact. This may be addressed at any level of government. The opportunities for coordination and collaboration include integrated work planning, coordinated implementation, joint training of project beneficiaries, aligned behavior change communication messages, leveraging of funds, and co-location of office premises.

The Activity will also coordinate with new USAID activities coming online in the same geography to complement and support attainment of joint objectives. The new USAID/Nepal governance activity, Sajhedhari – Support to Federalism (STF), 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, at the national level and in Province 7.

The objective of the new USAID/Nepal resilience and disaster risk reduction activity Tayar Nepal is to strengthen disaster risk management capacity and institutions while incorporating principles of inclusion, best sectoral practices and technological interventions, and adaptive management. Tayar will operate through three key components: improving national-level systems and institutions; building capacity at the municipal level; and supporting national and municipal level institutions to strengthen disaster response. If the Activity and Tayar work in the same municipalities, the two activities will collaborate closely, for example in developing and implementing climate-resilient water safety plans and city-wide integrated sanitation plans.

To complement the Activity, Food for Peace (FFP) intends to issue a separate solicitation that will specifically target marginal and vulnerable households in the Karnali basin. The FFP support will work with food insecure households to meet their food needs during the lean season by providing short term employment opportunities through cash for work (CFW) interventions. CFW will focus on building community assets in the form of green infrastructure and bio-engineered structures for improved conservation impact, slope stabilization, watershed health and water infiltration. The new activity will target vulnerable and food insecure households and includes a research component to test hypotheses around resilience and determine the impact of green infrastructure and conservation activities on water quantity and quality. The new FFP activity will be designed for maximum collaboration with the Activity, and the Activity will welcome collaboration with FFP's CFW activities to support resilience to water-related hazards including floods, droughts, and pollution in areas of geographic overlap.

C.5 COORDINATION WITH OTHER DONOR ACTIVITIES

In addition to USAID, there are other donor partners active in the WASH and water sectors, including DFID, World Bank, United Nations agencies, Deutsche Gesellschaft für Internationale Zusammenarbeit (GIZ), Asian Development Bank (ADB), Finnish Embassy, and Japan International Cooperation Agency (JICA). The Activity will be expected to coordinate closely with these agencies and their implementing partners, as appropriate. Additional information on other donor activities can be found in Attachment 3.

C.6 STATEMENT OF WORK

USAID/Nepal KAWAS has four interrelated objectives and an additional contingency objective, which may activate in the event of the onset of any major disaster:

- Objective 1:** Increased sustainable access to safe drinking water and water for productive uses;
- Objective 2:** Increased sustainable access to and use of safely managed sanitation through fecal sludge management;
- Objective 3:** Strengthened governance for sustainable resilient management of water resources;
- Objective 4:** Strengthened conservation of watersheds and biodiversity; *and*
- Objective 5:** Supplemental Assistance to link disaster response and recovery activities with support for sustained improvements in water and sanitation service delivery

To accomplish the foregoing objectives, USAID/Nepal KAWAS brings together three sources of USAID funding:

- (a) WASH/Water Directive;
- (b) Feed the Future; *and*
- (c) Environment/Biodiversity.

The core platform for the Activity is water and sanitation/fecal sludge service delivery, using WASH Directive funds. All use of WASH Directive funds must comply with the guidance in USAID's Water and Development Plan found in the U.S. Government Global Water Strategy.²¹ Design for multiple use water systems (where one of the uses is drinking water) can be supported by WASH Directive funds, although construction support for these systems is limited to the components providing drinking water. Costs for construction of productive uses, along with any specialized training and equipment related to the productive uses, must be funded by Feed the Future (FtF) funds.

Table 3 summarizes the illustrative distribution of overall Project funding by Objective across the three funding sources.

²¹ U.S. Government Global Water Strategy 2017 available at https://www.usaid.gov/sites/default/files/documents/1865/Global_Water_Strategy_2017_final_508v2.pdf.

Table 3. Illustrative Project Funding by Objective and Type of Funds.

Objective	Budget and Source
Objective 1 – Drinking Water and Multiple Uses Systems 1.1 Drinking water supply 1.2 Multiple uses water systems 1.3 Social norm and behavior change	\$14.5M WASH \$1.45M FtF
Objective 2 – Fecal Sludge Management 2.1 Safe management 2.2 Financial sustainability	\$1.7M WASH
Objective 3 – Governance for WRM 3.1 Policy and regulations 3.2 Institutional capacity and governance	\$4.5M WASH \$150,000 FtF \$150,000 Environment/Biodiversity
Objective 4 – Conservation of water-related Biodiversity 4.1 Catchment protection	\$1.15M Environment/Biodiversity \$200,000 WASH
Objective 5 – Supplemental Assistance to link disaster response and recovery activities with support for sustained improvements in water and sanitation service delivery	\$1M WASH
Total Life of Project budget by funding type	\$21.9M WASH \$1.6M FtF \$1.35M Environment/Biodiversity
TOTAL LIFE OF PROJECT BUDGET	\$24.8M

C.6.1 THEORY OF CHANGE

The goal of Nepal’s CDCS is “Effective and inclusive governance, combined with investments in human capital and economic growth, will result in a more democratic, prosperous, and resilient Nepal.” Water resources and related services must be managed in an integrated and sustainable way for Nepal to achieve water security to support its growth and development goals. The development hypothesis is:

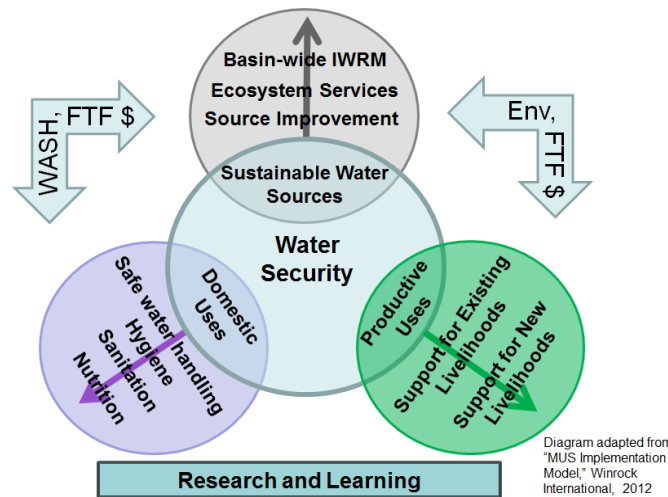
IF water resources are managed for quality, quantity and equitable gender and social group access for humans and biodiversity;
AND if green and gray infrastructure are constructed and managed to provide reliable water and sanitation services for domestic and productive needs;
AND if market products and services are in place to optimize water use and manage fecal sludge;
AND if the appropriate policies on watershed governance are implemented;
THEN sustainable water and ecosystems will support development and build resilience and enhanced equitability on Nepal’s journey to self-reliance.

The Activity is designed to help each watershed and community to reflect upon and articulate its current and unique water security status and its way forward in engaging with this change trajectory.

C.6.2 PROGRAM AND ILLUSTRATIVE INTERVENTIONS

Water security has three different dimensions, as shown below in Figure 1. This activity focuses on increasing access to safely managed water and sanitation services (funded by WASH Directive funds), while linking strategically to other elements of water security (productive uses of water with FtF funds, and upstream water resources management with Environment/Biodiversity funds) in specific locations where there is potential for synergies, with a focus on providing livelihood opportunities for the vulnerable and marginalized. Under SDG 6, safely managed drinking water is defined as the use of an improved drinking water source which is located on premises, available when needed, and free of fecal and priority chemical contamination.²² Safely managed sanitation is defined as the use of a private and hygienic sanitation facility which is not shared with other households and where excreta is safely disposed in situ or transported and treated off-site.²³

Figure 1. Dimensions of Water Security, and USAID Funding Streams



The core of the activity, with the largest funding stream (WASH Directive), will increase sustainable access to safely managed drinking water and fecal sludge management services, and increase the number of people receiving improved service quality from an existing basic drinking or safely managed water service. The activity will use watersheds as the unit of intervention, and aim to provide 100 percent coverage over the entire watershed for drinking water, assuring that improvements provide equitable access to women and vulnerable social groups. Water storage, water conservation measures, drinking water supply, multiple water use systems, and fecal sludge schemes will be constructed/improved, while developing feasible governance and financing models for sustainable operation over the design life.

USAID/Nepal will support improved drinking water and fecal sludge management services in the current context of federalism, and in line with the SDG of access to “safely managed services”.

²² Available at https://www.who.int/water_sanitation_health/monitoring/coverage/indicator-6-1-1-safely-managed-drinking-water.pdf.

²³ Available at https://www.who.int/water_sanitation_health/monitoring/coverage/explanatorynote-sdg-621-safelymanagedsanitationsServices161027.pdf.

Working with multiple municipal governments will be useful both for capturing economies of scale for improved services, and for linking sustainable water supply to the water resources. The roles of a wide range of public and private sector players, partnerships, and financing mechanisms will be professionalized, with a focus on equitable access for women and marginalized groups.

The water and sanitation improvements will provide a platform for additional investment in specific geographies by FtF or Environment (Biodiversity directive) funding. These two sectors, according to their geographic selection criteria, will complement the governance and service delivery activities by integrating green infrastructure for water source protection or agriculture-related livelihoods.

FtF funds will add agricultural and market activities to areas targeted for water or sanitation that also have potential for high value crop production and access to markets, and facilitate the engagement of the private sector to increase market opportunities in products and services as well as demonstrate agriculture water management. Private sector market-based organizations or groups will be encouraged to contribute to upstream improvements that will enhance downstream income generation through agriculture-led economic growth.

Environment funds will contribute to WASH areas that are in, or adjacent to, biodiversity-rich or protected areas, to make interventions that meet the requirements of biodiversity funding. For example, environment funds could be used to support and strengthen the resilience of the watershed ecosystem, resulting in improved biodiversity while reducing runoff, increasing infiltration, and maintaining water quality, which will indirectly increase the quality and availability of water locally. Project activities may vary between upper and lower watersheds, depending on the availability and constraints of the different types of funding.

This activity will be conducted in close coordination with the Ministry of Water Supply and Sewerage (MoWSS), Ministry of Energy, Water Resources and Irrigation (MoEWI), Ministry of Health and Population (MoHP), Ministry of Federal Affairs and General Administration (MoFAGA), Ministry of Agriculture and Livestock Development (MoALD), Ministry of Forest and Environment (MoFE), *and* other relevant stakeholders at the national and subnational levels. The Activity includes a policy component to support reforms in the institutional framework for watershed and water resources management as appropriate, building on USAID Paani project's work at the provincial level.

Each Activity objective will require achievement of intermediate results (IRs), as outlined below. The illustrative indicators under each intermediate result include both standard indicators and custom indicators. Those indicators preceded by a code of capital letters and numbers are standard indicators, meaning they have a reference sheet defining how the data will be collected, while custom indicators will require the development of indicator reference sheet to ensure data are reliable and valid.

C.6.2.1 OBJECTIVE 1: INCREASED SUSTAINABLE ACCESS TO SAFE DRINKING WATER AND WATER FOR PRODUCTIVE USES

C.6.2.1.1 UNIVERSAL ACCESS TO SAFE DRINKING WATER SUPPLY AT MUNICIPAL LEVEL ACHIEVED

The main objective for this activity is to contribute to universal access to safe drinking water at the municipality level and aims for 100 percent coverage of municipalities within watersheds or subwatersheds, to contribute to the national target of universal coverage by 2021. The Ministry of Water Supply recently developed a “National WASH Monitoring & Evaluation/Management Information System (M&E/MIS)” and the Contractor in coordination with other donors and with municipal counterparts, will also support all its targeted municipalities in implementing this MIS system which will be a reliable collection/reporting mechanism from local to national level. This system will also help identify the status and the gaps of drinking water access at the municipal level in targeted watersheds, and work with the relevant bodies to identify intervention areas and management models to increase access and quality of drinking water services, especially for unreached populations, using lessons learned from past rural, small town and urban water supply projects.

Long-term planning for adequate and safe supply of drinking-water should be set in the context of growing uncertainties from changes in the climate and environment. Nepal has piloted the Climate-Resilient Water Safety Plan approach as a tool for public and private water suppliers to protect the quality and quantity of drinking water from source to consumer. The Contractor must develop climate-resilient Water Safety Plans for all water systems supported by this activity to reinforce the sustainability of a water supply of sufficient quantity and quality for the design life of the infrastructure, typically 20 years. For larger systems serving small towns or population centers, this can be incorporated into the Business Plan. Given the low level of functionality of existing drinking water supply schemes, this will include rehabilitation or reconstruction of non-functional water supply schemes for different-sized communities in the watershed or subwatershed, as well as new construction. Coverage will include institutional settings, such as health facilities and schools. The Contractor must upgrade basic drinking water services to safely managed service levels, wherever feasible. Water Safety Plans include a strong focus on drinking water quality, and require that:

- (a) rehabilitated schemes be laboratory tested for water quality;
- (b) rehabilitated and newly constructed water supply schemes be tested after construction; *and*
- (c) that WUSCs and/or water operators be oriented for regular re-testing of their water quality at source.

In support of the Department of Water Supply and Sewerage’s stated preference for household connections, the Contractor must promote private household or compound connections to drinking water supplies wherever possible, including linking households to potential sources of financing, as necessary. Rainwater harvesting will also be developed and promoted, as feasible. Every intervention will include cost share and collaboration with local government; private sector and other stakeholder financial contribution will also be encouraged.

The Contractor must use best practices to assure the long-term operational and financial sustainability throughout the projected life of the system. In the case of rehabilitation or reconstruction, the Contractor must facilitate a participatory review of the causes of initial breakdown and of lack of repair as a learning exercise for the community and the operator. It is anticipated that most of the systems will be community managed, although other management models should be explored, for example clustering several rural systems under a Water Board with members from each system, or other more professional models of service delivery.

The Contractor will revitalize/form/capacitate Water Users and Sanitation Committees (WUSC) and facilitate engagement with Forest Users Groups (FUGs) and Water Association Groups (WAG) (irrigation) for resource management. Elements of conflict mitigation and management will be incorporated as appropriate, and the Contractor will support female and vulnerable group participation and leadership as mandated by Nepal's water and irrigation sector policies (see **Section J.1.2 – GESI Analysis** below). The Contractor will support the WUSCs and WAGs to establish and socialize cost-reflective tariffs, including pro-poor adjustments, as needed, that allow for adequate recovery of costs and savings for the long term sustainability of service provision inclusive of any health facilities or schools covered by the new or rehabilitated water supplies.

In small town settings, the Contractor will orient the municipality in best practices to prevent or reduce non-revenue water (NRW) from leaks or illegal use, through bulk water meters and improve household meters and billing systems. Diverse mechanisms, including commercial debt, blended finance structures, public-private partnerships (PPPs), and other models to mobilize private technical expertise and financing should be tested to strengthen local financial systems, investment expertise, and access to market capital. The Contractor should expand, refine, and institutionalize resilient and customer-centered drinking water service delivery models based on commercial approaches, cost reflective tariffs, and clear business plans in order to improve operations and facilitate access to grant and repayable finance. The five-year business plan developed by USAID WASHFin for the SVWSUO can be used as a model process and product for other small towns and population centers. All the infrastructure construction must have climate vulnerability assessment and adaptation planning for the mitigation of risks to investments. Where feasible, the Contractor should explore insurance for infrastructure with the municipality for compensation to offset reconstruction costs from potential damage caused by natural disasters. Women and vulnerable groups will be included in technical and non-technical construction and water resource management positions.

C.6.2.1.1.1 EXPECTED OUTCOMES

Below please find the sub-objective expected outcomes:

- Target municipalities achieve improved access to safely managed drinking water services through the rehabilitation/reconstruction of non-functional schemes and construction of new schemes which serve households, health facilities and schools;
- The capacity of GON staff at the local level to operate, maintain, and support small town and small urban water systems (including outsourcing operations and maintenance as appropriate) will be strengthened, with enhanced engagement of women and vulnerable groups in water supply construction and rehabilitation and maintenance;
- All targeted municipalities providing data on a regular basis to the National WASH M&E/MIS System;
- Community vulnerability to pollution, water scarcity and loss of system from natural disaster will be reduced;
- Water supply systems will be sustained by reduction of non-revenue water loss, transparent and cost-reflective tariffs, and consistent maintenance;
- All drinking water infrastructure will be covered by Water Safety Plans, and operators trained and mentoring in implementation of the Plans;
- Drinking water infrastructure assets for small towns and population centers are covered by a detailed business plan (that can incorporate the Water Safety Plan); *and*

- Water Users and Sanitation Committees will be proactive and consistent in tariff collection, dispute resolution, and maintenance of their water supply systems, with effective participation by women and vulnerable groups in leadership and decision-making.

C.6.2.1.2 PRODUCTIVE USES OF WATER ENHANCED FOR INCREASED AGRICULTURE-LED GROWTH AND COMMUNITY RESILIENCE

The Contractor will design and construct multiple use water supply systems for vulnerable population groups that demand such systems and where spring and groundwater sources are sufficient to meet the needs for drinking water and small-scale irrigation or other productive uses. Women's participation in decision-making, operation and maintenance of the systems will be enhanced, as per **Section J.1.2** – GESI Analysis below. The Contractor will coordinate with the municipality in identifying those vulnerable groups, where their higher economic yield can be strengthened through additional or improved irrigation efficiency, market value chain inputs, good agricultural practices, and innovative tariff-based subsidies that incentivize communities upstream to protect and conserve water sources. The Contractor will focus predominantly on FtF value chains; engage the private sector to improve the market value chain through inputs such as improved (including drought-resistant) seeds, perma-gardening, mulching, waste-water management, and water-efficient technologies including drip irrigation; and promote crops with good market potential that require less intensive irrigation. The Contractor will identify financial bodies interested in offering business development opportunities to smallholder farmers.

To ensure optimum benefit, the Contractor will coordinate with the KISAN II activity to promote market linkages so that smallholders can effectively utilize water resources and attract private sector players, including traders and input dealers, to invest in the community for the promotion of improved farming practices. Coordination must also take place with the Nepal Seed and Fertilizer (NSAF) activity to identify ways to maximize the efficiency of water use for agriculture, examine optimal use of fertilizer and precision placement to reduce possible run-off and ground-water pollution, and increase Activity participants' access to improved seed and related technologies and management practices. The Contractor will coordinate with other FtF activities in order to ensure alignment with the Global Food Security Strategy Country Plan for Nepal and effective contributions to achieving the objectives of FtF. Results from this activity will provide learning and evidence around linkages between watershed protection and water availability for productive purposes. This will allow refinement of FtF activities to take a systemic approach to improve water efficiency and effective use for agriculture-led economic growth.

C.6.2.1.2.1 EXPECTED OUTCOMES

Below please find the sub-objective expected outcomes:

- Improved water availability for agriculture productivity in the downstream due to watershed management in upper catchment;
- Improved water quality as a result of watershed management in upper catchment;
- Households' livelihood and nutrition enhanced with improved access to multiple use water systems and small-scale irrigation systems;
- Good agricultural, soil and water management practices that conserve water, increase productivity, and enhance the resilience of agro-ecological systems adopted by farmers;

- At least one additional season of agriculture production; *and*
- Private sector players will sustainably operate related market value chains and business development services

C.6.2.1.3 SOCIAL NORMS AND BEHAVIORAL CHANGE FOR WATER SAFETY AND WATER CONSERVATION AT HOUSEHOLD LEVEL AND IN AGRICULTURAL PRACTICES ENHANCED

The Contractor will conduct formative research on existing domestic and productive water uses²⁴, in order to identify means to conserve water and encourage its equitable intra-household and community use. The Contractor will develop social and behavioral change (SBC) strategies for improved agricultural water management practices, including water conservation (e.g. drip irrigation and other water-efficient methods, smart timing of irrigation, use of drought-resistant seeds and plants, mulching practices, recycling of kitchen wastewater for gardens, etc.) at the individual, household, and garden or small agricultural field level.

SBC strategies will also be developed to identify socio cultural, economic, and physical barriers faced by women and marginalized communities for access and use of drinking water supply, irrigation facilities and other productive uses of water, and to transform harmful traditional beliefs and practices and provide equal access to the same water taps for both genders and all social groups (see **Section J.1.2** – GESI Analysis below). The Contractor will build local capacity for changing behavior through engagement of Water Users and Sanitation Committees, farmer groups or cooperatives, and mothers' groups. The Contractor will raise awareness in schools, health facilities and communities to install water saving devices and to assure the principle of open and equitable access to water.

C.6.2.1.3.1 EXPECTED OUTCOMES

Below please find the sub-objective expected outcomes:

- Households will adopt and promote sustainable practices that conserve water, support multiple domestic and productive uses, and improve household hygiene and sanitation; *and*
- Communities, WUSCs and WUAs will enforce the principle of equitable gender and social group access to water supply systems

C.6.2.2 OBJECTIVE 2: INCREASED SUSTAINABLE ACCESS TO AND USE OF SANITATION THROUGH FECAL SLUDGE MANAGEMENT (FSM)

C.6.2.2.1 SAFE MANAGEMENT OF SANITATION THROUGH FECAL SLUDGE ACHIEVED

The Contractor will conduct city-wide sanitation planning exercises that include FSM, city drainage and solid waste systems. With local government and the engagement of relevant user groups, the Contractor will select locations for treatment plants that optimize collection efficiency and political acceptability, and thus minimize cost. The Contractor will design fecal sludge treatment plants

²⁴ See <https://www.mdpi.com/2073-4441/11/10/1978>.

(FSTPs) to meet the standards established in the existing National Fecal Sludge Management Institutional and Regulatory Framework, align with integrated city-wide sanitation plans, adhere to life cycle cost analysis, and formalize any additional standards necessary for safely managed fecal sludge. The Contractor must assess the opportunities and fecal sludge management treatment methods for productive re-use of treated fecal sludge in agriculture, energy or building materials.

The Contractor will construct each municipal fecal sludge treatment plant in adherence to all national building codes and environmental health regulations. The Contractor will promote reuse of the treated sludge in the manner most feasible to the context, but with a focus on generating a revenue stream to support operational costs. All the infrastructure construction must have climate vulnerability assessment and adaptation planning for the mitigation of risks to investments. Women and vulnerable groups will be included in technical and non-technical construction and operational positions. The Contractor will assure that each municipality contributes a required cost share and that the municipal workforce is appropriately engaged from planning through construction to develop operational and maintenance capacity. The Contractor will develop standard operating procedures (SOPs) addressing maintenance, safety regulations, and enforcement, and will conduct training in SOPs.

NOTE: USAID’s WASH Directive funding for the Activity can be used for supporting city-wide sanitation planning, and for design and construction of FSTPs – it cannot be used for design and construction of city drainage or solid waste (i.e., trash) infrastructure. Under its knowledge management objective, the Contractor will engage with other sanitation stakeholders and will assess and recommend to USAID any opportunities to collaborate with other funding sources for design and construction of drainage and solid waste systems in the municipalities where the Contractor is engaged towards construction of an FSTP.

C.6.2.2.1.1 EXPECTED OUTCOMES

Below please find the sub-objective expected outcomes:

- FSTPs will be constructed to National Fecal Sludge Management Institutional and Regulatory Framework standards;
- Each FSTP has a customized SOP, and municipalities (and operators as relevant) are trained in their use; *and*
- FSTPs effectively eliminate illegal disposal of fecal sludge in the targeted municipalities

C.6.2.2.2 FINANCIAL SUSTAINABILITY FOR FSTP DEVELOPED

The Contractor will engage local government and other stakeholders in development of business plans for FSTPs supported by KAWAS. The Contractor should expand, refine, and institutionalize resilient and customer-centered fecal sludge management service delivery models based on commercial approaches, cost reflective tariffs, and engage municipalities to develop clear business plans for each FSTP in order to improve operations and facilitate access to grant and repayable finance. Each plan must analyze existing sanitation, environmental, economic, social, and political conditions as a baseline, as well as develop evidence-based forecasts for demographic and commercial growth and likely climate change impact trends. The business plan and design of infrastructure will be prepared simultaneously for synergies between planning and design, and the

management and workers of pertinent sanitation bodies will be trained to monitor management and financial procedures. The Contractor will develop strategies for financial sustainability for each FSTP based on the description of the market, key partners, customer segments and relationships, communication channels, and revenue streams, and will include a proposed cost structure (including a minimum 40 percent cost share from the municipality), other key resources, and key performance indicators for sustainability. The Contractor should explore insurance for infrastructure with the municipality for compensation to offset reconstruction costs from potential damage caused by natural disasters. This process should be documented for potential scale-up.

C.6.2.2.2.1 EXPECTED OUTCOMES

Below please find the sub-objective expected outcomes:

- Each FSTP supported by KAWAS will have a five-year business plan including identification of potential financing sources leading towards financial sustainability;
- Municipalities and operators are trained in the process of developing and use of business plans; *and*
- Module documenting process, staffing, budget, siting and other issues related to construction, operation and management of FSTPs

C.6.2.3 OBJECTIVE 3: STRENGTHENED GOVERNANCE FOR SUSTAINABLE RESILIENT MANAGEMENT OF WATER RESOURCES

C.6.2.3.1 POLICY AND REGULATIONS FOR WATER RESOURCES MANAGEMENT DEVELOPED/IMPROVED AT THE WATERSHED LEVEL

The Contractor will build on USAID Paani's work and analyze existing sectoral policies, acts, regulations, guidelines and SOPs related to water resources management (water and sanitation, irrigation, and environment). The Contractor will also identify gaps in policy content, application and enforcement and prepare a policy brief recommending areas of improvement for a stronger legal basis for integrated watershed management at local, provincial and federal levels and develop/improve pertinent national, provincial or local level guidelines for water security that recognizes equitable gender and social group access to good quality water resources. Participation of local communities in the development of policy and guidelines is mandatory.

C.6.2.3.1.1 EXPECTED OUTCOMES

Below please find the sub-objective expected outcomes:

- Amendments, additional policy or regulatory pieces required to improve watershed planning and management within the new federal system will be prepared and implemented at provincial or municipal levels;
- Mechanisms will be adopted at appropriate level to ensure oversight and enforcement of watershed policies, laws and regulations; *and*
- Citizen engagement and the voice of women and vulnerable groups in policy processes (See GESI Analysis – **Section J.1.2** below) will be enhanced

C.6.2.3.2 INSTITUTIONAL CAPACITY AND GOVERNANCE OF EXISTING SERVICE DELIVERY ORGANIZATIONS ENHANCED

The Contractor will support the strengthening or creation of an institutional framework and capacity building activities at sub-national levels (watershed, provincial and municipality) for integrated planning, watershed management, and improvement in good governance principles (transparency, accountability, clarity in roles and responsibilities and authentic and equitable participation by both genders and all social groups – See **Section J.1.2** – GESI Analysis below). The Contractor will capacitate, as necessary, relevant government bodies and associations at sub-national level for coordination across different sectors and stakeholders towards more effective and sustainable water security.

Where a project watershed is located in more than one province, the Contractor will identify existing or new institutional mechanisms required to coordinate provincial level stakeholders around planning for water security. At the municipal level, an institutional mechanism will be required to manage multiple use water systems that combine drinking and productive uses of water. With operable institutional frameworks in place, agreements can be made for cooperative management of shared water resources among provinces, municipalities and wards. The Contractor must also develop institutional frameworks to develop and demonstrate payment for ecosystem services to conserve and restore upstream resources in a few municipalities. In collaboration with the pertinent government bodies and relevant stakeholders and building on the work done by USAID Paani the Contractor must develop integrated water resource management plans using ecological boundaries. These must follow all national and local environmental, aquatic, public health and safety regulations. In addition, the Contractor must support service delivery organizations (e.g. local government, private sector, civil society and relevant users' group) in improving good governance in their water- and sanitation-related services through participatory preparation of Water Use Master Plans, an administrative-level tool for watershed planning.

The Contractor must engage sub-national stakeholders in decision-making regarding operating modalities (public service or public-private partnership). For partnerships, the Contractor will support the stakeholders to develop a memorandum of understanding within the national policy and regulatory framework. The Contractor will lead analysis of capital investment needed for network expansion and improved service delivery and development of financial investment proposals for grants from Government of Nepal or financial institutions. The Contractor must enhance capacities in each body of the partnership, as required, and develop training curricula for operations, maintenance and safety.

The Contractor must coordinate with the Department of Water Supply and Sewerage and local governments in selection of municipalities for engagement in city-wide integrated sanitation planning (sewerage systems, fecal sludge, solid waste, and drainage). The Contractor must collaborate with government bodies and key stakeholders to address collection, transportation, treatment and re-use or disposal service delivery, supervision, and regulatory enforcement. Each plan must demonstrate the principles of equity and affordability for the most vulnerable populations; collection service accessibility to households, institutions and commercial enterprises; protection of public health and environment; disaster mitigation and preparedness; and financial sustainability. The Contractor will lead and coordinate planning in such a manner as to maximize the

possibility of igniting a self-sustaining city-wide sanitation and fecal sludge management movement in Nepal.

The Contractor will design and conduct a public information dissemination and public relations campaign through the duration of the activity, which addresses sustainability of systems and equitable access.

C.6.2.3.2.1 EXPECTED OUTCOMES

Below please find the sub-objective expected outcomes:

- Implementation and enforcement of institutional and regulatory frameworks at watershed and sub-national levels;
- With governance capacity of water resource management entities strengthened, service delivery systems will become self-sustaining and access more equitable;
- Participatory engagement in the development of integrated water resource management plans and Water Use Master Plans;
- Well-designed information systems and capable water resource management entities to support transparency, responsibility, and maintenance of infrastructural assets;
- Integrated city-wide sanitation plans that establish a basis for phased implementation of infrastructure and services for sewerage, fecal sludge management, solid waste, and stormwater drainage; *and*
- Project integrated water resource management processes documented to serve as models to scale up

C.6.2.4 OBJECTIVE 4: STRENGTHENED CONSERVATION OF WATER-RELATED, WATERSHED BIODIVERSITY

Water budgets provide a means for evaluating availability and sustainability of a water supply by balancing the rate at which water flows into and out of an area. An analysis of how natural and human activity affects the quantity, quality, and movement of water within a watershed. Understanding the total water budget and the underlying hydrologic processes provides a foundation for effective water resource and environmental planning and management.

The Contractor will review and be informed by the findings and cost benefit analysis within the applicable sections of the Water Resources Project Preparatory Facility's (WRPPF) "Nepal Irrigation Master Plan (IMP) Main Report." The report was commissioned under the Ministry of Energy, Water Resources and Irrigation (MoEWRI) to identify and prepare high-priority water resources management projects for potential funding by the government (enhancing resilience to climate, ensuring food security, and promoting inclusive economic growth).

The Contractor will conduct surface water runoff modeling and analysis to identify how natural or human-induced change in one part of the hydrologic cycle affects other aspects of the cycle, in order to fill any identified gaps in pre-existing data or modeling and establish a baseline. The Contractor will establish a baseline understanding of pre-intervention sediment loads in surface water systems downstream from the location of each intervention. The Contractor will establish methods of

conducting recurring monitoring changes in surface water sediment loads from upstream interventions.

The Contractor will conduct comprehensive review of existing data and information. Where necessary, the Contractor will conduct hydrologic analyses to establish a baseline understanding of the total water budget within a given watershed. This analysis will include a water quality assessment that considers the impacts of natural and human-induced activity on water quality within the identified watershed. This analysis will include a hydrogeologic analysis to identify potential “fast path” structures with the capacity for high-volume groundwater transmission (geologically controlled groundwater flows) and determine the contribution of these systems to the recharge of groundwater volumes within the identified watershed.

The Contractor must establish methods and processes for collecting in situ data in sufficient detail and frequency to effectively monitor the impacts of interventions on downstream surface water quality and volume; and groundwater quality, volume, and recharge rates.

These actions support objectives one through three by enabling data-driven adaptive management, data transparency, technical capacity development, and strengthening the conservation of water-related, watershed biodiversity. The Contractor will use techniques that are appropriate for the specific context and support the identification of key variables from upstream interventions within the watershed.

C.6.2.4.1 WATER CATCHMENT AREAS WELL PROTECTED AND MANAGED FOR BIODIVERSITY AND SUSTAINABLE WATER SERVICES

The Contractor must support the identification, establishment and maintenance of ecologically significant areas to conserve biodiversity and water while promoting the socio-economic well-being of the stakeholder communities.

The Contractor must review existing data and conduct hydro-geological assessments of spring water sources using scientific methods as necessary, identify causes of spring source drying, assess factors that influence water recharge in the different catchments and prioritise locations where interventions will be most effective, building on the work by USAID Paani project and SERVIR’s Hindu Kush Himalaya hub. The Contractor must specifically promote ecosystem-based water management informed by science and sustainable traditional practices and adapted to the local context. The nature-based solutions are expected to reduce water runoff and mudslides, increase water infiltration, and maintain water quantity and quality needed for biodiversity, drinking water, and other productive uses. Solutions may include use of bioengineering techniques, construction and restoration of green and grey infrastructure for erosion control and water storage and recharge, including ponds and rainwater harvesting systems. Spring source protection and ground water recharge will be achieved through forest conservation and restoration interventions, agroforestry, invasive species management, and soil and water conservation and management best practices. A key goal will be to prevent and mitigate water pollution through establishing natural filtration, introducing innovative systems, and building stakeholder awareness and capacity.

The Contractor must build on existing data and carry out biodiversity baseline assessments as necessary, analyze drivers and threats to biodiversity, and undertake interventions to improve terrestrial, aquatic, and agricultural biodiversity focused on threatened or endemic species, ecosystem

health indicator species communities, and wild cultivars. The Contractor will work with the FFP activity to train communities in sustainable natural resources management and biodiversity conservation; and mobilize community members for improving watershed health using the techniques described above, in areas of geographic overlap. The environmental conservation activities are likely to be supported by a cash for work mechanism through FFP benefiting marginalized communities. The Contractor is expected to develop business models that combine conservation of the watershed biodiversity, water quantity and water quality with income generation from public services, including Payment for Ecosystem Service (PES) modalities. An example of this in the Activity context could be that downstream WUSCs or WUAs pay a particular part of their tariff to be allocated to the community forest user group for specific water conservation activities.

There will also be a grant-under-contract mechanism supporting unique and innovative approaches to improve water security for sustainable water services.

C.6.2.4.1.1 EXPECTED OUTCOMES

Below please find the sub-objective expected outcomes:

- Enhanced environmental and water resource data collection and management to facilitate governance, compliance, data-driven decision making, and adaptive management;
- Target species populations conserved;
- Forests/ponds/waterbodies are better protected, rehabilitated and managed; *and*
- Development supported by environmental services will be transparent and self-sustaining

C.6.2.5 SUPPLEMENTAL ASSISTANCE TO LINK DISASTER RESPONSE AND RECOVERY ACTIVITIES WITH SUPPORT FOR SUSTAINED IMPROVEMENTS IN WATER AND SANITATION SERVICE DELIVERY

The provision of safe water, hygiene and sanitation conditions is essential to protecting human health during any kind of natural or health disaster, such as landslides, earthquakes, floods, fires, or other health hazards. This is a “shock response” objective that will allow response in the event of a natural disaster occurring in the project area during the life of the project, and will enable USAID to strengthen the capacity of the GON, local authorities and local institutions to respond within the context of sustainable WASH service provision. For each request from a national ministry, local government, or local institution, 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. If USAID decides to go forward, USAID will request a scope of work and budget for the proposed work from the contractor within three to five business days of the disaster event depending upon the amount and nature of work proposed.

C.6.2.5.1 SUPPLEMENTAL ASSISTANCE ILLUSTRATIVE ACTIVITIES

Whilst the nature and scope of the disaster, as well as the needs of the GON, will determine the specific activities under this Supplemental Assistance, below please find suggested objective illustrative activities:

- Implementation of social behavior change campaigns aimed at supporting key hygiene behaviors, including handwashing with soap;
- Construction/renovation of permanent drinking water and sanitation infrastructure in affected municipalities;
- Technical assistance to local governments and users committees on construction/renovation of drinking water and sanitation infrastructure in affected municipalities;
- Post-disaster business continuity planning for water and sanitation service providers in affected municipalities;
- Post-disaster WASH planning for sustainable WASH services in affected municipalities; *or*
- Support to local governments in fecal waste management practices in communities, schools, health institutions, marketplaces etc.

C.7 PERIOD OF PERFORMANCE

The KAWAS project will span five years from 2020 – 2025.

C.8 GEOGRAPHIC TARGET AREA

The Contractor must implement KAWAS Project in four watersheds or sub-watersheds of the Karnali River Basin where USAID’s Paani activity has developed watershed profiles, representing all three eco-regions of the country. The watersheds and municipality and population information are shown below in Figure 2 and Table 2. In the mountain eco-region, the Contractor must implement the Activity in Rara Watershed. In the Terai eco-region, the Contractor must implement in the Lower Karnali Watershed. In the Middle Hills, the Contractor must implement in the Tila and Middle Karnali Watersheds and should look for opportunities to cluster activities around the border of the two watersheds.

Within each of the selected watersheds, the Contractor must determine whether they can address the total watershed or if not, propose the sub-watersheds where they propose to work. Table 2 below shows the population and population density for municipalities in the selected watersheds.

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Figure 2. Watersheds for Implementation of the Activity

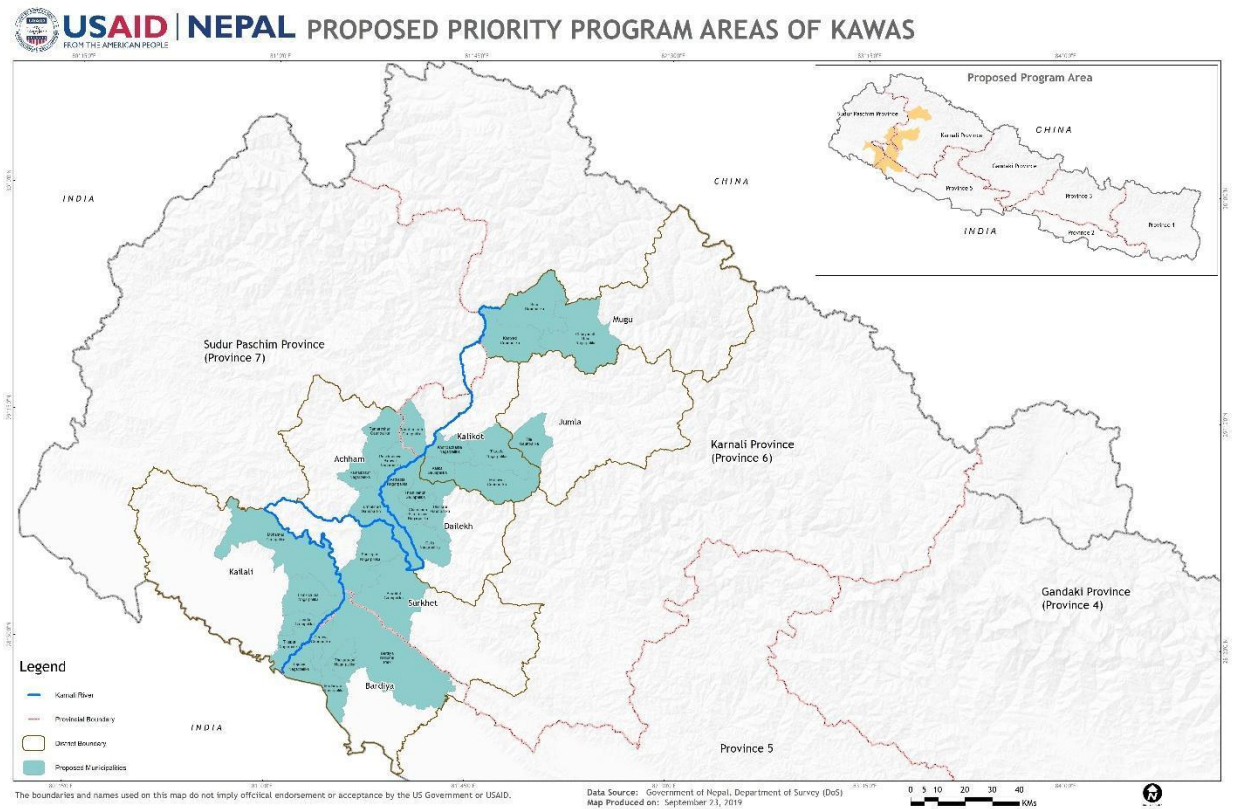


Table 2: Population and Population Density for Watersheds of the Activity

Watershed	VDC/ District	Municipalities GP = Gaonpalika NP = Nagarpalika	Area (km ²)	Density (persons /km ²)	Municipality Population (2011)*	Municipality Population (2011)*	Watershed Population **
RARA	Mugu	Chhayanath Rara NP	481	43	20,457	49,863	16,919
		Khatyad GP	281	61	17,146		
		Soru GP	366	34	12,260		
Watershed	VDC/ District	Municipalities GP = Gaonpalika NP = Nagarpalika	Area (km ²)	Density (persons /km ²)	Municipality Population (2011)*	Municipality Population (2011)*	Watershed Population **
TILA	Jumla	Tila GP	175	78	13,607	103,228	57,574
		Kalika GP	149	301	44,898		
	Kalikot	Khandachakra NP	133	155	20,618		
		Mahawai GP	322	26	8,339		
		Tilagufa NP	263	60	15,766		

Watershed	VDC/ District	Municipalities GP = Gaonpalika NP = Nagarpalika	Area (km ²)	Density (persons /km ²)	Municipality Population (2011)*	Municipality Population (2011)*	Watershed Population **
MIDDLE KARNALI	Accham	Kamalbazar NP	121	197	23,770	259,675	171,856
		Panchadewal- Binayak NP	148	186	27,495		
		Ramaroshan GP	173	145	25,172		
		Turmakhad GP	232	107	24,782		
	Dailekh	Aathabis NP	168	174	29,257		
		Bhairabi GP	110	192	21,233		
		Chamunda Bindrasaini NP	91	289	26,149		
		Dullu NP	157	265	41,540		
		Thantikandh GP	88	214	18,896		
	Kalikot	Naraharinath GP	144	149	21,381		
LOWER KARNALI	Kailali	Janaki GP	107	453	48,540	469,154	171,943
	Bardiya	Lamkichuha NP	225	338	76,007		
		Mohanyal GP	627	35	22,053		
		Tikapur NP	118	650	76,940		
		Bardiya National Park	-	-	-		
		Geruwa GP	78	445	34,885		
		Madhuwan NP	130	360	46,682		
		Rajapur NP	127	471	59,818		
	Thakurbaba NP	105	432	45,173			
	Surkhet	Barahtal GP	455	59	26,820		
Panchpuri NP		330	98	32,236			
TOTAL						881,920	418,292

* Population data Source: Central Bureau of Statistics [Nepal https://www.citypopulation.de/php/nepal-mun-admin.php?adm1id=65](https://www.citypopulation.de/php/nepal-mun-admin.php?adm1id=65)

** Paani, 2016 (Updated 2019). Rapid screening and prioritisation of watersheds in the Karnali, Mahakali, and Rapti river basins

C.9 CO-DESIGN

Following execution of the contract award to the successful offeror per FAR § 15.504 based on a comparative assessment of Technical Proposals against all source selection criteria in the solicitation per FAR § 15.308, USAID will invite the successful offeror (i.e., Contractor) to develop the final KAWAS work plan through a multi-stakeholder co-design work planning workshop per the Automated Directives System (ADS) 201.3.4.8. Further, 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.” The “Discussion Note: Co-Creation Additional Help” does not distinguish between “co-creation” and “co-design,” choosing instead to use “co-creation” as an umbrella term describing collaborative design and development of USAID activities.

Co-design 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. 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 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.

A robust theory of change (TOC) is based on an in-depth causal analysis of issues influencing the situation of interest, and is rooted in a rigorous and evolving evidence base. Developing and using a TOC builds a common understanding of activity logic and assumptions among stakeholders, and facilitates future monitoring, adaptive management, learning and evaluation. Diverse guidance exists on how to best design and use a TOC. USAID has published a TOC training and more specifically, How-to-Guides for Biodiversity Programming, including Using Results Chains to Depict Theories of Change. Use of results chains is the preferred approach for building out the TOC and incorporating tightly-aligned activities and monitoring components.

The activity’s TOC will be expanded and clarified during co-creation by applicant(s), partners and USAID, and further refined after award during work planning, as activity design and monitoring, evaluation, research and learning (MERL) design are developed together.

The Contractor must host the initial KAWAS co-design workshop no later than 60 calendar days of award. The co-design workshop must comply with USAID Acquisition Regulation (AIDAR) 752.231-72. Following the co-design workshop, the Contractor must develop a clear, concise performance-based work plan (i.e., contract administration plan) to the extent possible that will effectively measure the Contractor’s performance no later than 160 calendar days of completion of co-design workshop.

C.10 MONITORING, EVALUATION, RESEARCH, *and* LEARNING (MERL)

The Technical Proposal should include a robust TOC and reflect design, implementation and monitoring considerations needed to support a quasi-experimental impact evaluation. Applicants

may include a one-page diagram of their proposed high-level TOC as an attachment following the TOC guidance listed above. The TOC should show;

- (a) How proposed activities contribute to specified results;
- (b) How they will synergize to achieve the desired outcomes (e.g., improved water quality or quantity; improved management of water resources at watershed or higher scale, increased use of improved soil and water management practices, agricultural productivity, afforestation within watersheds); *and*
- (c) How they might be monitored to detect problems and indicate progress.

This will help meet USAID's requirements for measuring programmatic impact and demonstrating the extent to which integrated programming may produce better results than single-sector solutions.

A draft Monitoring, Evaluation, Research, *and* Learning (MERL) plan is also expected as part of the full application. Once awarded, the Contractor will develop a detailed MERL plan within a specific time frame agreed upon in the contract. The data generated in alignment with the MERL plan will be used to inform management and resource allocation decisions, and to assess changes needed in the activity to ensure timely implementation and achievement of the desired results.

Given the nature of the KAWAS activity, it is expected that baseline and subsequent monitoring data will need to be collected at multiple levels: from among households, community-based organizations, firms, municipalities and provinces, and sub-watersheds and watersheds. Accordingly, a wide range of qualitative and quantitative data collection methodologies will be required to adequately measure and monitor KAWAS activities.

- Any proposed household surveys must be implemented using scientific sampling and rigorous survey design and methodology. See the FtF Zone of Influence Survey Methods guidance (<https://www.agrilinks.org/post/feed-future-zoi-survey-methods>) for further details of methodological expectations.
- Implementing partners should make use of all available technologies appropriate for monitoring outcomes related to upstream watershed interventions, for example, installing sensors into the groundwater systems both above and below 100ft so that trends in water volume, quality, recharge rate, etc. can be established at baseline and monitored over time. Similar methods can be used for surface water measurement (volume, flow rate, quality, sediment loading, etc.). Digital elevation models (DEM) and light detection and ranging (LiDAR) mapping can be used to establish baseline measures and to monitor the changes in sediment loading in the surface water flows as a result of riparian wetland restoration or other interventions. SERVIR's Hindu Kush Himalaya Hub has locally-specific technical expertise in identifying and applying these methods.
- All activities, processes, and programmatic interventions (e.g., locations of installation of green infrastructure) should be georeferenced at the most granular level to facilitate integration with other georeferenced datasets (e.g., Earth observation or other remote sensing datasets, household survey datasets) and to document programmatic context and presence.

The plan will include a final list of measurable indicators pertinent to activity-level management, monitoring, and reporting. The indicators should include both output-level and outcome-level measures as appropriate. In addition to custom indicators, USAID-specific appropriate standard and cross-cutting indicators will be used for results monitoring and reporting.

The Contractor must conduct a baseline and end-line survey to collect critical information, including performance indicators, to measure progress of the activity. In addition, USAID proposes to conduct an independent, externally-funded and -led mid-term performance evaluation to assess the quality of implementation; identify any factors impeding achievement of objectives or opportunities for additional multi-sectoral synergies; compile lessons learned; and make recommendations for implementation of the remainder of the activity. An externally funded and -led impact evaluation may be conducted at or near the end of implementation.

Included in its MERL Plan, the Contractor must include a Collaborating, Learning, *and* Adapting (CLA) plan, which explains how these practices will be used in conjunction with the Activity's theory of change, to achieve its objectives and goal. This section of the MERL plan must document the approaches envisioned by the project to intentionally work with and engage stakeholders in sharing knowledge and reduce duplication of efforts; to systematically learn by drawing on evidence from a variety of sources and taking time to reflect on implementation; and, to apply learning while intentionally adapting activities and refining management decisions. The CLA plan must include strategies for knowledge management, that build on best practices to support collaboration and learning at different scales (municipality, watershed, province, national), and document adaptive management decisions. In its knowledge management plan, the contractor should describe what practices it will use to capture, use and share knowledge and how these will be incorporated into organizational processes. These may include physical systems (software, IT, process manuals), as well as behavioral processes (application of systems, transfer of tacit knowledge into institutionalized knowledge, learning and performance-centered approaches to continuous improvement).

In addition, the Contractor may also highlight what tools it will use to make management decisions (scenario planning, pivot logs, pause and reflect workshops, comparing benchmark data); monitor the changing context that may shape how and what activities the Contractor chooses to implement; and how learnings are disseminated to inform and influence external stakeholders, including the host government at different levels.

[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

D.4.1 NAME OF THE PROJECT

USAID/Nepal Karnali Water Security (KAWAS) Activity

D.4.2 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.

D.4.3 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.

D.4.4 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."

D.4.5 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) in accordance with the clause at FAR “52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE” under **Section I** of this solicitation. See FAR 52.252-2 through the below address for an electronic access to the full text of a clause.

<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)
52.246-25	LIMITATION OF LIABILITY – SERVICES	(FEB 1997)

E.2 INSPECTION AND ACCEPTANCE

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

U.S. Agency for International Development (USAID)
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.

E.3 CONTRACTOR PERFORMANCE EVALUATION

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.

[END OF SECTION E]

SECTION F – DELIVERIES OR PERFORMANCE

F.1 NOTICE LISTING FAR SOLICITATION PROVISIONS INCORPORATED BY REFERENCE

The solicitation provision pertinent to this section is 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” under **Section I** of this solicitation. See FAR 52.252-2 through the below address for an electronic access to the full text of a clause.

<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 from the effective date of this contract.

F.3 AUTHORIZED WORKDAY AND WORKWEEK

The Contractor will normally be expected to work five-day workweeks. Short-term consultants, assigned to the contract for less than 120 days at a time, may work a six-day workweek. This contract does not authorize overtime or premium pay.

F.4 PLACE OF PERFORMANCE

The place of performance is the Federal Democratic Republic of Nepal (Nepal).

F.5 PERFORMANCE STANDARDS

As per FAR § 42.15 and AIDAR 742.15, respectively, the Contracting Officer’s Representative (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.

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. The following general performance standards will be included as the basis of the performance evaluation:

- Quality;
- Schedule;
- Cost of Control;

- Business Relations; *and*
- Management of Key Personnel.

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. USAID/Nepal COR and the Contractor will jointly determine the content and length of all written reports.

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

Reports	Delivery Date
Five-year summary Work Plan and Year 1 detailed Work Plan (covers period from award through September 30, 2020)	Due within 30 days of completion of co-creation <i>or</i> co-design workshop
Subsequent Annual Work Plans	Due August 15 th of each year
Monitoring, Evaluation & Learning Plan	Due 15 days after Year 1 Work Plan
Grants Under Contract Manual	Due 90 days after contract awarded
Baseline Survey and Data Collection and Analysis Report	Due 6 months after award of contract
Monthly Updates/Meetings	Due date will be jointly decided between COR and KAWAS management team.
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 August 15 th 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 15 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

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 work plan activities to the extent possible and reasonable.

The annual Work Plan should contain the following elements (pending co-creation workshop agreement with Contractor):

- (a) projected activities and deliverables for the coming year with quarterly breakdown;
- (b) inputs and level of effort (LOE) required;
- (c) a due date for each activity covered by the workplan and each activity which is identified as requiring its own statement of work;
- (d) a chart listing results and showing current levels of accomplishment towards those results;
- (e) critical assumptions or support needed from USAID and other activity partners to accomplish the work;
- (f) a detailed list of deliverables in annex format against proposed activities;
- (g) specific evaluations and studies to be accomplished under each of the objectives;
- (h) a flow chart that sets out all evaluations and studies to be completed, individual;
- (i) responsibilities for task completion, task durations, and critical paths for task completion;
- (j) conflict sensitivity analysis;
- (k) anticipated progress toward the evolving exit strategy; *and*
- (l) a detailed budget with projections of costs to carry out planned activities within each major category

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

F.6.1.2 MONITORING, EVALUATION, *and* LEARNING (MEL) PLAN

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

F.6.1.3 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 must identify indicators and targets against the *KAWAS* Sustainability Plan and Exit Strategy tracked and reported in the project Monitoring, Evaluation and Learning Plan.

F.6.1.4 GRANTS UNDER CONTRACT MANUAL

The contractor must submit a Grants under Contract Manual 60 days after the effective date 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 effective date of the contract.

F.6.1.5 MONTHLY UPDATES

The contractor must provide USAID with a short monthly update in bullet point format by email. 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.6.1.6 QUARTERLY PROGRESS REPORTS

The contractor must provide USAID a concise quarterly report on 15 days after end of the reporting quarter (i.e. on 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 will 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.6.1.7 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.6.1.8 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.6.1.9 ANNUAL REPORTS

The contractor must submit a concise annual report on or before August 15th of each year (due within 45 calendar days of the end of June) reporting on progress of activities conducted during the prior year, and milestones achieved; actual versus targeted results and justifications for critical deviations. Report on problems encountered, with analysis of problem, and proposed remedial action. This will replace the fourth quarterly report and must also include all aspects covered in **Section F.6.1.5**, above. 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. Indicator performance data must be provided as per their discreet reporting frequency as stipulated in the MEL Plan.

F.6.1.10 DATA COLLECTION AND ANALYSIS REPORTS

The contractor must conduct a baseline and end-line survey which will collect critical information to measure the progress of the KAWAS activity. The content of the Data Collection and Analysis reports will be determined based on the finalized MEL 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. Quarterly and annual performance indicators data will be submitted via USAID's performance management information system.

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 must 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, draft final report within 30 calendar days prior to completion of this contract and a final report within 60 days of completion of the contract period. This report must summarize the country situation; program highlights, achievements, actual versus targeted results, justification for deviations and major activities; funds obligated and disbursed; summary of grants 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 MS 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/MILESTONES

In addition to the above reports, the contractor is will be responsible for the following deliverables/milestones/tasks.

Year	Deliverables/Milestones	Alignment with Objectives	Targets	Comments
1	Watershed and Producers Associations Formed	3	3 – 4 (at watershed level)	
	Vulnerability Assessments	1, 2, 3, <i>and</i> 4	3 – 4 (Watershed level)	
	Water source and biodiversity baseline assessment	1, 2, 3, <i>and</i> 4	3 – 4 (w/sh)	

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Year	Deliverables/Milestones	Alignment with Objectives	Targets	Comments
2	Water Users Master Plan (with climate resilience)	1, 3, and 4	3	
	Water source protection - green/grey infrastructure	4	30	Cash for work
	Business plans for FSTP	2	10 (Municipal level)	
	Business plans for agricultural value chain	1	10 (Municipal level)	
	Business plans for PES	3 and 4	3	
	Construction of WSS	1	45 schemes	40 DWS and 5 MUWS (link to FFP CFW)
	Construction of FSTP	2	1 plant	
3	Private sector engagement conducted throughout	1, 2, 3, and 4		
	Construction of DWS	1	150 schemes	120 DWS and 20 MUWS (link to FFP CFW)
	Construction of FSTP	2	3 plants	
	Water source protection – green/grey infrastructure	4	50	Cash for work
	Water source and bio-diversity mid-term assessment	1, 2, 3, and 4	3-4 (w/sh)	
4	Construction of WSS	1	135 schemes	110 DWS and 25 MUWS (link to FFP CFW)
	Construction of FSTP	2	2 plants	(link to FFP CFW)
	Water source protection – green/grey infrastructure	4	20	Cash for work
5	Water source and biodiversity endline assessment	1, 2, 3, and 4	3 – 4 (w/sh)	
	Research and Learning outcomes documented and disseminated	1, 2, 3, and 4	3 – 4 (w/sh)	

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 Karnali Water Activity five-year 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 five-year work plan and first annual workplan will be due within 60 days of the completion of the co-creation workshop. Subsequent annual work plans will be submitted on August 15th each year to cover the forthcoming fiscal year (October 1st – September 30th). Annual work-plan development will be completed through a collaborative model to be identified. The conference will identify opportunities for layering and sequencing with other USAID activities, particularly FFP funded activities and identify ways to work with poor and vulnerable households within the watersheds. FFP will be invited to the co-creation workshop for better collaboration. 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 EQUALITY AND SOCIAL INCLUSION (GESI) ANALYSIS

The contractor must use GESI analysis in order to identify, understand, and explain the gaps in development outcomes between men and women, and between and among different social groups. At a minimum, it involves identifying and understanding the causes of gender and social group inequalities; difference in roles, responsibilities, and needs of men and women; and the relationship between men and women, girls and boys, within and among different caste and ethnicities, within the same sex, and gender identities, between older and younger men and women, and the status of people with disabilities. The most important step in GESI analysis is to prioritize and integrate the key findings into all levels of programming, so that necessary resources are allocated; identified normative gaps, and inequalities, are addressed; girls, women, and gender identities are empowered and barriers to their participation are removed; and the differential impacts of program activities on males and females, caste, ethnicity, and disability at a minimum are monitored, reported and adapted. Implementing partners must work on the intersectionality of gender with caste and ethnicity and identify how program activities will ensure voice, access and equal opportunities for historically marginalized groups and vulnerable populations in Nepal's diverse society. The Offeror must incorporate in their proposal the given strategic recommendations plus any additional strategies and actions necessary to address the issues identified in the GESI Analysis. The selected Offeror and USAID will review and possibly adjust or further define the recommended actions in the co-creation phase or workshop phase.

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 five key personnel positions, deemed critical to achieve the KAWAS project objectives. Offerors must propose a Chief of Party, WASH Governance Manager, *and* specify at least three additional key persons per **Section F.9.2.3**. 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 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.

F.9.2 KEY PERSONNEL QUALIFICATIONS

F.9.2.1 CHIEF OF PARTY (COP)

The COP will serve as the primary point of contact with USAID/Nepal in regard 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.

Below please find the requisite minimum COP qualifications:

- Ten years of progressively responsible work experience in fields related to water, sanitation and hygiene or watershed management.
- Related work experience in similar positions of leadership such as a COP or a demonstrated track record of progressively responsible managerial experience implementing complex donor-funded projects with multiple activities and diverse teams;
- 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; *and*
- Preference for fluent Nepali speakers.

F.9.2.2 WASH GOVERNANCE MANAGER

The WASH Governance Manager will lead KAWAS Objective 3 in strengthening governance for sustainable resilient management of water resources. The WASH Governance Manager will provide leadership in reviewing and analyzing existing and evolving institutional, policy, legal, *and* regulatory framework for water resource management and support the development of an enabling environment for expanded and improved water supply and sanitation services. Further, the WASH Governance Manager will ensure citizen engagement and the voice of women and vulnerable groups in policy processes. Moreover, the WASH Governance Manager will liaise with different tiers of governments, sector, civil society, and financial institutions and enhance institutional capacity and governance of service providers. The WASH Governance Manager reports directly to and supports the COP.

Below please find the requisite minimum WASH Governance Manager qualifications:

- At least five years of experience in fields related to water, sanitation and hygiene or watershed management;
- Experience in strengthening policy frameworks and capacity of local governments, utilities, regulatory agencies, etc.; *and*
- Demonstrated experience in strategic planning, implementation, *and* oversight;

F.9.2.3 OTHER KEY PERSONNEL QUALIFICATIONS

In addition to the COP and WASH Governance Manager, offerors must present at least three additional key personnel, each of whom must have the required minimum qualifications:

- Five to eight years of related experience in water, sanitation, *and* hygiene or watershed management;
- Experience in strengthening policy frameworks and capacity of local governments, utilities, regulatory agencies, etc;
- A demonstrated track record of progressively responsible managerial experience implementing complex donor-funded projects with multiple activities and diverse teams; *and*

- An advanced degree (i.e., a postgraduate degree, especially a master's or doctorate degree) 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:

- Provide the proposed key personnel roles and responsibilities;
- Identify key personnel by name; *and*
- Articulate and demonstrate how the proposed key personnel meet or exceed the requisite qualifications.

Lastly, the offeror must propose the appropriate workforce size and skills mix necessary to achieve the required results, including appropriately trained qualitative and quantitative social scientists, and staff who have experience working with Earth observations data.

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 framework as stipulated in the finalized MEL Plan. The COR will conduct periodic performance reviews as required under FAR § 42.15 and AIDAR 742-15, respectively, 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. USAID/Nepal may commission an external mid-term performance evaluation for the activity. The Contractor must cooperate with the evaluation team in consultation with USAID/Nepal.

[END OF SECTION F]

SECTION G – CONTRACT ADMINISTRATION DATA

G.1 USAID ACQUISITION REGULATION (AIDAR TITLE 48 CODE OF FEDERAL REGULATION (CFR) CHAPTER 7) CLAUSES

G.1.1 AIDAR FULL TEXT CLAUSES

G.1.1.1 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:

Jack M. Adrien
Contracting Officer
USAID/Nepal
Email: jadrien@usaid.gov

G.4 CONTRACTING OFFICER'S REPRESENTATIVE (COR)

The Contracting Officer will appoint the COR through a separate COR designation letter, a copy of which will be provided to the Contractor. The COR operates from 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) Statement 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 seven 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.

G.6 ACCEPTANCE AND APPROVAL

The COR must accept and approve all deliverables per **Section E** for the Contractor to receive payment.

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

Below please find the paying office for this award:

USAID/Nepal
Office of Financial Management (OFM)
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>

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 FEDERAL ACQUISITION REGULATION (FAR; TITLE 48 OF THE CODE OF FEDERAL REGULATIONS CHAPTER 1) CLAUSES

H.1.1 FAR FULL TEXT CLAUSE

H.1.1.1 FAR 52.232-99 PROVIDING ACCELERATED PAYMENT TO SMALL BUSINESS SUBCONTRACTORS (DEVIATION) (AUG 2012)

This clause implements the temporary policy provided by OMB Policy Memorandum M-12-16, Providing Prompt Payment to Small Business Subcontractors, dated July 11, 2012.

- (a) Upon receipt of accelerated payments from the Government, the Contractor is required to make accelerated payments to small business subcontractors to the maximum extent practicable after receipt of a proper invoice and all proper documentation from the small business subcontractor.
- (b) Include the substance of this clause, including this paragraph (b), in all subcontracts with small business concerns.
- (c) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

[END OF CLAUSE]

H.2 USAID ACQUISITION REGULATION (AIDAR; 48 CFR CHAPTER 7) CLAUSES

H.2.1 AIDAR FULL TEXT CLAUSES

H.2.1.1 AIDAR 752.222-70 USAID DISABILITY POLICY (DEC 2004)

- (a) The objectives of USAID Disability Policy are:
 - (1) to enhance the attainment of United States foreign assistance program goals by promoting the participation and equalization of opportunities of individuals with disabilities in USAID policy, country and sector strategies, activity designs and implementation;
 - (2) to increase awareness of issues of people with disabilities both within USAID programs and in host countries;
 - (3) to engage other USG agencies, host country counterparts, governments, implementing organizations and other donors in fostering a climate of nondiscrimination against people with disabilities; and
 - (4) to support international advocacy for people with disabilities. The full text of the policy paper can be found at the following website:

http://www.usaid.gov/about_usaid/disability/

- (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 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.2.1.2 AIDAR 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,
 - (5) Fertilizer,

- (6) Used equipment, *or*
- (7) USG-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.

(End of clause)

H.2.1.3 AIDAR 752.7004 EMERGENCY LOCATOR INFORMATION (JUL 1997)

The Contractor agrees to provide the following information to the COR or before the arrival in the host country of every contract employee or dependent:

- (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.

(End of clause)

H.2.1.4 AIDAR 752.7007 PERSONNEL COMPENSATION (JULY 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) stated in USAID Automated Directives System (ADS) Chapter 302 USAID Direct Contracting, must be approved in writing by the Contracting Officer, as prescribed in 731.205-6(b) or 731.371(b), as applicable.

H.2.1.4.1 ADDITIONAL REQUIREMENTS FOR PERSONNEL COMPENSATION

- (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, any individual salary or wage may not 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 years, without approval of the Cognizant Contracting Officer.
- (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 provided in "Acquisition & Assistance Policy Directive (AAPD) 06-03" as amended from time to time, unless the Contracting Officer approves a higher amount in accordance with USAID's policy and procedures.
- (3) Employment of third country nationals (TCN's) and cooperating country nationals (CCN's). As per AIDAR 722.170(b), Compensation shall not exceed the prevailing compensation paid to personnel performing comparable work in the cooperating country as determined by the USAID Mission in U.S. Embassy Kathmandu Local Employee Compensation Plan (LCP). Salaries exceeding the LCP threshold require prior written approval from the Contracting Officer and Mission Director.

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 performance under the Contract. Annual salary increases of any kind exceeding these limitations or exceeding the maximum salary rate provided in "AAPD 06-03" may be granted only with Contracting Officer's advance written approval. Automatic salary increases to the maximum salary rate for those approved at the current maximum salary rate are not authorized without prior written approval. This cap extends to sub-awardees.

(e) Consultants

No compensation for consultants will be reimbursed unless the Contracting Officer provides prior written approval. If such provision has been made or approval given, compensation shall not exceed:

For U.S Nationals

- (i) the highest rate of annual compensation received by the consultant during any full year of the immediately preceding three years; *or*
- (ii) the maximum daily salary rate provided in "AAPD 06-03," whichever is less.

For CCNs or TCNs:

- (i) the highest rate of annual compensation received by the consultant during any full year of the immediately preceding three years; *or*
- (ii) the prevailing compensation paid to personnel performing comparable work in the cooperating country as determined by the USAID Mission in the LCP.

(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 three 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 FAR 31.205-6 "Compensation for Personal Services" cost principle, such as (but not limited to) the differentials or allowances defined in the clause of this contract entitled "Differentials and Allowances" (AIDAR 752.7028).

As per FAR § 31.205-6, "compensation" means the total amount of wages, salary, bonuses, deferred compensation, and employer contributions to defined contribution pension plans,

for the fiscal year, whether paid, earned, or otherwise accruing, as recorded in the Contractor's cost accounting records for the fiscal year. Specific examples of compensation include, but are not limited to, salaries; wages; bonuses, incentive awards; employee stock options; insurance; and fringe benefits.

H.2.1.5 AIDAR 752.7032 INTERNATIONAL TRAVEL APPROVAL AND NOTIFICATION REQUIREMENTS (APRIL 2014)

Prior written approval by the contracting officer, or the contracting officer's representative (COR) if delegated in the Contracting Officer's Representative Designation Letter, is required for all international travel directly and identifiably funded by USAID under this contract. The Contractor must therefore present to the contracting officer or the contracting officer's representative, an itinerary for each planned international trip, showing the name of the traveler, purpose of the trip, origin/destination (and intervening stops), and dates of travel, as far in advanced of the proposed travel as possible, but in no event less than three weeks before travel is planned to commence. The contracting officer's or contracting officer's representative's (if delegated by the contracting officer) prior written approval may be in the form of a letter or telegram or similar device or may be specifically incorporated into the schedule of the contract. At least one week prior to commencement of approved international travel, the Contractor must notify the cognizant Mission, with a copy to the contracting officer or contracting officer's representative, of planned travel, identifying the travelers and the dates and times of arrival.

[END OF CLAUSE]

H.2.1.5.1 ADDITIONAL REQUIREMENTS FOR TRAVEL

International travel may be approved by COR, 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.2.1.7 AIDAR 752.7101 VOLUNTARY POPULATION PLANNING ACTIVITIES (JUNE 2008)

- (a) Requirements for Voluntary Sterilization Program. None of the funds made available under this contract shall 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, shall 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 shall insert this provision in all subcontracts.

[END OF CLAUSE]

H.3 AUTOMATED DIRECTIVES SYSTEM (ADS) 302 SPECIAL CONTRACT REQUIREMENTS

H.3.1 ADS 302 SPECIAL CONTRACT REQUIREMENTS FULL TEXT CLAUSES

H.3.1.1 ADS 302.3.5.19 USAID-FINANCED THIRD-PARTY WEB SITES (NOVEMBER 2017)

(a) Definitions:

“Third-party web sites”

Sites hosted on environments external to USAID boundaries and not directly controlled by USAID policies and staff, except through the terms and conditions of a contract. Third-party Web sites include project sites.

(b) The Contractor must adhere to the following requirements when developing, launching, and maintaining a third-party Web site funded by USAID for the purpose of meeting the project implementation goals:

- (1) Prior to Web site development, the Contractor must provide information as required in **Section C** – Statement of Work of the contract (including a copy of the Contractor’s privacy policy) to the Contracting Officer’s Representative (COR) for USAID’s Bureau for Legislative and Public Affairs (LPA) evaluation and approval. The Contractor must notify the COR of the Web site URL as far in advance of the site’s launch as possible and must not launch the Web site until USAID’s (LPA) approval has been provided through the COR. The Contractor must provide the COR with any changes to the privacy policy for the duration of the contract.

- (2) The Contractor must collect only the amount of information necessary to complete the specific business need as required by statute, regulation, or Executive Order.
 - (3) The Contractor must comply with Agency branding and marking requirements comprised of the USAID logo and brandmark with the tagline “from the American people,” located on the USAID Web site at www.usaid.gov/branding, and USAID Graphics Standards manual at <http://www.usaid.gov>.
 - (4) The Web site must be marked on the index page of the site and every major entry point to the Web site with a disclaimer that states:

“The information provided on this Web site is not official U.S. Government information and does not represent the views or positions of the U.S. Agency for International Development or the U.S. Government.”
 - (5) The Web site must provide persons with disabilities access to information that is comparable to the access available to others. As such, all site content must be compliant with the requirements of the Section 508 amendments to the Rehabilitation Act.
 - (6) The Contractor must identify and provide to the COR, in writing, the contact information for the information security point of contact. The Contractor is responsible for updating the contact information whenever there is a change in personnel assigned to this role.
 - (7) The Contractor must provide adequate protection from unauthorized access, alteration, disclosure, or misuse of information processed, stored, or transmitted on the Web sites. To minimize security risks and ensure the integrity and availability of information, the Contractor must use sound: system/software management; engineering and development; and secure- coding practices consistent with USAID standards and information security best practices. Rigorous security safeguards, including but not limited to, virus protection; network intrusion detection and prevention programs; and vulnerability management systems must be implemented and critical security issues must be resolved as quickly as possible or within 30 days. Contact the USAID Chief Information Security Officer (CISO) at ISSO@usaid.gov for specific standards and guidance.
 - (8) The Contractor must conduct periodic vulnerability scans, mitigate all security risks identified during such scans, and report subsequent remediation actions to CISO at ISSO@usaid.gov and COR within 30 workdays from the date vulnerabilities are identified. The report must include disclosure of the tools used to conduct the scans. Alternatively, the Contractor may authorize USAID CISO at ISSO@usaid.gov to conduct periodic vulnerability scans via its Web-scanning program. The sole purpose of USAID scanning will be to minimize security risks. The Contractor will be responsible for taking the necessary remediation action and reporting to USAID as specified above.
- (c) For general information, agency graphics, metadata, privacy policy, and Section 508 compliance requirements, refer to <http://www.usaid.gov>.

(END OF PROVISION)

H.3.1.2 ADS 302.3.5.21 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.

- (3) 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 <https://data.usaid.gov/>, 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.
- (4) The Contractor must submit the Datasets following the submission instructions and acceptable formats found at <https://data.usaid.gov/>.
- (5) 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.
- (6) The Contractor must not submit classified data to the DDL.

[End of Provision]

**H.3.1.3 ADS 302.3.5.10 ORGANIZATIONAL CONFLICTS OF INTEREST:
PRECLUSION FROM IMPLEMENTATION CONTRACT (SEPTEMBER
2018)**

This contract requires the Contractor to furnish important services in support of the design of _____ [specify activity] (the “Activity”). In accordance with the principles of FAR Subpart 9.5 and USAID policy, the Contractor will be ineligible to furnish, as a Prime or Subcontractor or otherwise, the implementation services for the activity, unless the Head of the Contracting Activity authorizes a waiver (in accordance FAR 9.503 and AIDAR 709.503) determining that preclusion of the Contractor from the implementation contract would not be in the Government’s interest

[END OF PROVISION]

**H.3.1.4 SALARY SUPPLEMENT FOR HOST COUNTRY EMPLOYEES (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.3.1.5 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.4 E.O. 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.5 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 the English version and its foreign language translation.

H.6 GOVERNMENT FURNISHED FACILITIES OR PROPERTY

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

H.7 TITLE TO PROPERTY

As per AIDAR Clauses 752.245-70 (GOVERNMENT PROPERTY – USAID REPORTING REQUIREMENTS) and 752.245-71 (TITLE TO AND CARE OF PROPERTY), title to property is with the host government with care and custody with the Contractor.

H.8 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.9 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.10 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.11 INSURANCE AND SERVICES

Pursuant to AIDAR 752.228-3 Worker's Compensation Insurance (Defense Base Act); USAID's DBA insurance agent is AON Risk Insurance Services West, Inc., The USAID DBA program with AON Risk Insurance Services West, Inc., contains three rates per \$100 of remuneration, depending on contract scope:

- (1) \$2.00 for services,
- (2) \$4.50 for construction, *and*
- (3) \$7.50 for security.

AON Risk Insurance Services West, Inc. contacts are as follows:

2033 N. Main Street
Suite 760
Walnut Creek, California 94596-3722
Hours: 08:30 A.M. to 05:00 PM, Pacific Time
Primary Contact: Fred Robinson
Phone: +.001.925.951.1856
Facsimile (Fax): +001.925.951.1890
Email: Fred.Robinson@aon.com

Contractors are required to provide Medical Evacuation coverage. Pursuant to AIDAR 752.228-70 Medical Evacuation (MEDEVAC) Services, USAID suggests that Contractors satisfy their requirements in the most efficient manner, or by accessing the following link that is provided as a courtesy: http://travel.state.gov/travel/tips/health/health_1185.html
Medevac services costs are allowable as a direct cost.

H.12 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.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 REQUESTS FOR CONSENT TO SUBCONTRACT

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

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 or price, or the reasonableness, allowability or allocability of costs, and does not relieve the Contractor of any obligations under the Contract.

H.15 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.16 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 <https://www.usaid.gov/sites/default/files/documents/1868/350maa.pdf> or as approved by the CO/COR.

H.17 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.18 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 subcontractor under this award must also adhere to ADS 252 and 253. Information on ADS 252 and 253 are available at:

<https://www.usaid.gov/sites/default/files/documents/1865/252.pdf>
<https://www.usaid.gov/sites/default/files/documents/1865/253.pdf>

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

H.19 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.20 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 monitoring and evaluation (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; *and*
- (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's and historically excluded ethnic minority group's empowerment and resource access and decision-making

H.21 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.22 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.23 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 value-added tax (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.24 EMERGENCY PREPAREDNESS AND RESPONSE PLAN (EPRP) (M.O. No. 304.1)

H.24.1 DISASTER READINESS

Nepal is exposed to multiple natural disasters, including floods, landslides, drought, fire, and earthquakes. 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 online. In the event of a major natural or manmade disaster, entities operating in Nepal must be prepared to be self-sufficient. To facilitate emergency preparedness, USAID requires implementing partners to develop sound Emergency Preparedness and Response Plans (EPRP). USAID also requests implementing partners to incorporate disaster risk reduction into their activities when applicable.

H.24.1.1 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 with the central and local government institutions in Nepal, target beneficiaries, private sector partners, and relevant stakeholders as applicable. The Implementer is expected to ensure that project training, where appropriate and as directed, include appropriate emergency preparedness and disaster risk reduction elements.

H.24.1.2 IMPLEMENTER PREPAREDNESS

The successful Offeror must develop an EPRP that prepares for the impact of a large-scale disaster on both staff and program implementation. After award, the implementer has 90 days to prepare and submit its EPRP. The EPRP must contain the following:

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- (a) Primary contacts within the implementer's organization and subcontractors, noting if back up communications (i.e., radio, satellite phone, etc.) are available.
- (b) Primary contacts with USAID/Nepal and their information. In the event of a major disaster, USAID wants to maximize the possibility of Implementer being able to contact USAID. This should include contact information and backup communications information of:
 - COR and Alternate COR;
 - Office Director and Office Deputy Director; *and*
 - Contracting Officer.

- (c) Plans for awareness raising, information sharing and educating of staff and subcontractors, including drills and other practice in the event of an emergency. The Implementer is expected to inform its staff about the contents of its EPRP through training and drills or other similarly effective methods.
- (d) Resource list identifying items on-hand and items necessary during an emergency. This may include solar-powered satellite phones with numbers, contents of go- and stay-bags, portable generators, essential survival equipment first-aid and other medical resources, etc., and their locations. For example, the items should have mention of specific locations in an identified room, car, or other location in offices, work vehicles, or project locations which is understood by the entire staff and subcontractors.
- (e) Communications plan identifying the chain of communication for staff and their families, head office, field offices, *and* subcontractors.
- (f) 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 Implementer should not dedicate resources beyond preparedness for responding to staff needs. However, partners should be prepared for contingencies, including the possibility that USAID may modify activities within the award as a result of a disaster.

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.25 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.26 ELECTRONIC PAYMENTS SYSTEM (PROCUREMENT EXECUTIVE BULLETIN (PEB) No. 2014-06)

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.27 GRANTS UNDER CONTRACT

USAID/Nepal will obtain the requisite Head of the Contracting Activity (HCA) written approval per ADS 302.3.4.13 for the Contracting Officer (CO) to enter into a contract that provides for a USAID direct contractor to execute grants with non-governmental organizations (nonprofits or for-profits) and partner government entities (also known as partner government implementing entity as defined in ADS 220). Thus, an offeror may propose a grants under contract (GUC) mechanism as part of its Technical Proposal. However, the Contractor is **NOT** required to develop and execute a grants program on behalf of USAID/Nepal as detailed in **Section L.5.1.1.2.2**. If an offeror proposes a GUC mechanism, it must apply at a minimum the following requirements to the grants program and all grants awarded by the Contractor under the contract:

- (a) 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.
- (b) 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.
- (c) The Contractor must ensure that the COR is significantly involved in establishing the selection criteria.
- (d) 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.
- (e) 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 ADS 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.
- (f) 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.
- (g) 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.
- (h) 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.
- (i) The Contractor must acquire a signed Certification Regarding Terrorist Financing from the proposed grantee and the Contractor must confirm that the proposed grantee:
 - (1) 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*
 - (2) is not included in any supplementary information concerning prohibited individuals or entities that may be provided by USAID/Nepal to the Contractor.
- (j) 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.
- (k) Grants must not extend for any period beyond the estimated termination or completion date of the Contract.
- (l) 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.
- (m) 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.
- (n) 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.

- (o) 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>.

- (p) 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.
- (q) Grants proposed for “Public International Organizations” or host government entities are subject to Contracting Officer review and approval regardless of other delegated authority.
- (r) Grants may not include construction, infrastructure, renovation, or rehabilitation projects.

H.28 GEOGRAPHIC INFORMATION SYSTEM (GIS)

The following paragraphs describe GIS reporting requirements:

- (a) Activity Location Data;
- (b) Indicator Data;
- (c) Common data standards; *and*
- (d) Other Geospatial data and software

H.28.1 ACTIVITY LOCATION DATA

- (a) 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.
- (b) 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.

- (c) 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.
- (d) 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.
- (e) 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.

H.28.2 INDICATOR DATA

- (a) 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.
- (b) 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.
- (c) 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.
- (d) USAID Nepal GIS/M&E team will collaborate with M&E team of implementing partner to finalize the list of indicators for mapping.
- (e) 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.
- (f) Data formats for indicator data reporting shall be made available to the implementing partner by USAID Nepal during post-award planning meetings.
- (g) 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.
- (h) 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.

H.28.3 COMMON STANDARDS

- (a) 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).
- (b) 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 World Geodetic System 1984 (WGS84) shall be provided.

H.28.4 EXTERNAL DATA AND SOFTWARE

- (a) 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.
- (b) 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>).
- (c) Provide USAID all processed intermediate and raw data; Make spatial data available to the public at the cost of reproduction.
- (d) 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.
- (e) Software: If the implementer develops software such as applications (aka 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.

H.28.4.1 NEW DATA COLLECTION STRATEGY

The 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 KAWAS 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.

[END OF SECTION H]

PART II – CONTRACT CLAUSES

SECTION I – CONTRACT CLAUSES

I.1 CONTRACT CLAUSES

This solicitation incorporates one or more clauses 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 a clause may be accessed electronically at this/these address(es):

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

I.2 TITLE 48 CODE OF FEDERAL REGULATION (CFR) CHAPTER 1 (FEDERAL ACQUISITION REGULATION *or* FAR)

I.2.1 NOTICE LISTING FAR CONTRACT CLAUSES INCORPORATED BY REFERENCE

The following clauses are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR “52.252-2 CLAUSES INCORPORATED BY REFERENCE” contained in this document. FAR 52.252-2 contains the internet address for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
52.202-1	DEFINITIONS	(JUN 2020)
52.203-3	GRATUITIES	(APR 1984)
52.203-5	COVENANT AGAINST CONTINGENT FEES	(MAY 2014)
52.203-6	RESTRICTIONS ON SUBCONTRACOR SALES TO THE GOVERNMENT	(JUN 2020)
52.203-7	ANTI-KICKBACK PROCEDURES	(JUN 2020)
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	(MAY 2014)
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	(OCT 2010)
52.203-14	DISPLAY OF HOTLINE POSTER(S)	(OCT 2015)
52.203-16	PREVENTING PERSONAL CONFLICTS OF INTEREST CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS	(DEC 2011)
52.203-17	AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	(JUN 2020)
52.203-19	PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS	(JAN 2017)
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	(OCT 2018)

52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	(JAN 2011)
52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS	(JUN 2020)
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE	(OCT 2018)
52.204-14	SERVICE CONTRACT REPORTING REQUIREMENTS	(OCT 2016)
52.204-22	ALTERNATIVE LINE ITEM PROPOSAL	(JAN 2017)
52.204-23	PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB AND OTHER COVERED ENTITIES	(JUL 2018)
52.204-25	PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT	(AUG 2019)
52.207-1	NOTICE OF STANDARD COMPETITION	(MAY 2006)
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	(JUN 2020)
52.209-9	UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS	(OCT 2018)
52.209-10	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS	(NOV 2015)
52.215-1	INSTRUCTIONS TO OFFERORS – COMPETITIVE ACQUISITION	(JAN 2017)
52.215-2	ALTERNATE I	(OCT1997)
52.215-2	AUDIT AND RECORDS – NEGOTIATION	(JUN 2020)
52.215-8	ORDER OF PRECEDENCE: UNIFORM CONTRACT FORMAT	(OCT 1997)
52.215-14	INTEGRITY OF UNIT PRICES	(OCT 2010)
52.215-22	LIMITATIONS ON PASS-THROUGH CHARGES- IDENTIFICATION OF SUBCONTRACT EFFORT	(OCT 2009)
52.215-23	LIMITATIONS ON PASS-THROUGH CHARGES	(JUN 2020)
52.216-7	ALLOWABLE COST AND PAYMENT	(AUG 2018)
52.216-8	FIXED FEE	(JUN 2011)
52.217-5	EVALUATION OF OPTIONS	(JULY 1990)
52.217-8	OPTION TO EXTEND SERVICES	(NOV 1999)
52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN	(JUN 2020)
52.219-9	ALTERNATE II	(NOV 2016)
52.222-2	PAYMENT FOR OVERTIME PREMIUMS	(JULY 1990)
52.222-21	PROHIBITION OF SEGREGATED FACILITIES	(APR 2015)
52.222-24	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION	(FEB 1999)
52.222-26	EQUAL OPPORTUNITY	(SEPT 2016)
52.222-29	NOTIFICATION OF VISA DENIAL	(APR 2015)
52.222-38	COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS	(FEB 2016)
52.223-6	DRUG-FREE WORKPLACE	(MAY 2001)

52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING	(JUN 2020)
52.224-1	PRIVACY ACT NOTIFICATION	(APR 1984)
52.224-2	PRIVACY ACT	(APR 1984)
52.224-3	PRIVACY TRAINING	(JAN 2017)
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	(JUN 2008)
52.225-14	INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT	(FEB 2000)
52.227-11	PATENT RIGHTS-OWNERSHIP BY THE CONTRACTOR	(MAY 2014)
52.227-14	RIGHTS IN DATA – GENERAL	(DEC 2007)
52.228-3	WORKERS’ COMPENSATION INSURANCE (DEFENSE BASE ACT)	(JUL 2014)
52.228-7	INSURANCE – LIABILITY TO THIRD PERSONS	(MAR 1996)
52.229-8	TAXES – FOREIGN COST-REIMBURSEMENT CONTRACTS	(FEB 2013)
52.232-1	PAYMENTS	(APR 1984)
52.232-17	INTEREST	(MAY 2014)
52.232-18	AVAILABILITY OF FUNDS	(APR 1984)
52.232-22	LIMITATION OF FUNDS	(APR 1984)
52.232-23	ASSIGNMENT OF CLAIMS	(MAY 2014)
52.232-25	PROMPT PAYMENT	(JAN 2017)
52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER – SYSTEM FOR AWARD MANAGEMENT	(OCT 2018)
52.232-39	UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS	(JUN 2013)
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	(DEC 2013)
52.233-1	DISPUTES ALTERNATE I	(MAY 2014) (DEC 1991)
52.233-2	SERVICE OF PROTEST	(SEPT 2006)
52.233-3	PROTEST AFTER AWARD ALTERNATE 1	(AUG 1996) (JUN 1985)
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	(OCT 2004)
52.237-3	CONTINUITY OF SERVICES	(JAN 1991)
52.237-9	WAIVER OF LIMITATION ON SEVERANCE PAYMENTS TO FOREIGN NATIONALS	(MAY 2014)
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 2014)
52.242-4	CERTIFICATION OF FINAL INDIRECT COSTS	(JAN 1997)
52.242-5	PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	(JAN 2017)
52.242-13	BANKRUPTCY	(JULY1995)
52.242-15	STOP-WORK ORDER	(AUG 1989)
52.243-2	CHANGES – COST-REIMBURSEMENT ALTERNATE I	(AUG 1987) (APR 1984)
52.244-2	SUBCONTRACTS ALTERNATE I	(JUN 2020) (JUN 2020)

52.244-5	COMPETITION IN SUBCONTRACTING	(DEC 1996)
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	(JUN 2020)
52.245-1	GOVERNMENT PROPERTY	(JAN 2017)
52.245-9	USE AND CHARGES	(APR 2012)
52.246-5	INSPECTION OF SERVICES-COST-REIMBURSEMENT	(APR 1984)
52.246-25	LIMITATION OF LIABILITY – SERVICES	(FEB 1997)
52.247-63	PREFERENCE FOR U.S.-FLAG AIR CARRIERS	(JUN 2003)
52.249-6	TERMINATION (COST-REIMBURSEMENT)	(MAY 2004)
52.249-14	EXCUSABLE DELAYS	(APR 1984)
52.253-1	COMPUTER GENERATED FORMS	(JAN 1991)

I.2.2 FAR FULL TEXT CLAUSES

I.2.2.1 FAR 52.204-21 BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (JUN 2016)

(a) *Definitions.* As used in this clause–

Covered contractor information system means an information system that is owned or operated by a contractor that processes, stores, or transmits Federal contract information.

Federal contract information means information, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the Government, but not including information provided by the Government to the public (such as on public websites) or simple transactional information, such as necessary to process payments.

Information means any communication or representation of knowledge such as facts, data, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual (Committee on National Security Systems Instruction (CNSSI) 4009).

Information system means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information (44 U.S.C. 3502).

Safeguarding means measures or controls that are prescribed to protect information systems.

(b) Safeguarding requirements and procedures.

(1) The Contractor shall apply the following basic safeguarding requirements and procedures to protect covered contractor information systems. Requirements and procedures for basic safeguarding of covered contractor information systems shall include, at a minimum, the following security controls:

(i) Limit information system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems).

- (ii) Limit information system access to the types of transactions and functions that authorized users are permitted to execute.
 - (iii) Verify and control/limit connections to and use of external information systems.
 - (iv) Control information posted or processed on publicly accessible information systems.
 - (v) Identify information system users, processes acting on behalf of users, or devices.
 - (vi) Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to organizational information systems.
 - (vii) Sanitize or destroy information system media containing Federal Contract Information before disposal or release for reuse.
 - (viii) Limit physical access to organizational information systems, equipment, and the respective operating environments to authorized individuals.
 - (ix) Escort visitors and monitor visitor activity; maintain audit logs of physical access; and control and manage physical access devices.
 - (x) Monitor, control, and protect organizational communications (i.e., information transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the information systems.
 - (xi) Implement subnetworks for publicly accessible system components that are physically or logically separated from internal networks.
 - (xii) Identify, report, and correct information and information system flaws in a timely manner.
 - (xiii) Provide protection from malicious code at appropriate locations within organizational information systems.
 - (xiv) Update malicious code protection mechanisms when new releases are available.
 - (xv) Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded, opened, or executed
- (2) *Other requirements.* This clause does not relieve the Contractor of any other specific safeguarding requirements specified by Federal agencies and departments relating to covered contractor information systems generally or other Federal safeguarding requirements for controlled unclassified information (CUI) as established by Executive Order 13556.

- (c) *Subcontracts.* The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts under this contract (including subcontracts for the acquisition of commercial items, other than commercially available off-the-shelf items), in which the subcontractor may have Federal contract information residing in or transiting through its information system.

(End of clause)

I.2.2.2 FAR 52.204-24 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (DEC 2019)

The Offeror shall not complete the representation in this provision if the Offeror has represented that it “does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument” in the provision at 52.204-26, Covered Telecommunications Equipment or Services-Representation, or in paragraph (v) of the provision at 52.212-3, Offeror Representations and Certifications-Commercial Items.

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

“Covered telecommunications equipment or services”, “critical technology”, and “substantial or essential component” have the meanings provided in clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

- (b) *Prohibition.* Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Contractors are not prohibited from providing

- (1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; *or*
- (2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

- (c) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for “covered telecommunications equipment or services”.

- (d) Representation. The Offeror represents that it will, will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation.

- (e) *Disclosures.* If the Offeror has represented in paragraph (d) of this provision that it “will” provide covered telecommunications equipment or services”, the Offeror shall provide the following information as part of the offer—
- (1) A description of all covered telecommunications equipment and services offered (include brand; model number, such as original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable);
 - (2) Explanation of the proposed use of covered telecommunications equipment and services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b) of this provision;
 - (3) For services, the entity providing the covered telecommunications services (include entity name, unique entity identifier, and Commercial and Government Entity (CAGE) code, if known); and
 - (4) For equipment, the entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known).

(End of provision)

I.2.2.3 FAR 52.217-2 CANCELLATION UNDER MULTI-YEAR CONTRACTS (OCT 1997)

- (a) “Cancellation,” as used in this clause, means that the Government is canceling its requirements for all supplies or services in program years subsequent to that in which notice of cancellation is provided. Cancellation shall occur by the date or within the time period specified in the Schedule, unless a later date is agreed to, if the Contracting Officer –
- (1) Notifies the Contractor that funds are not available for contract performance for any subsequent program year; *or*
 - (2) Fails to notify the Contractor that funds are available for performance of the succeeding program year requirement.
- (b) Except for cancellation under this clause or termination under the Default clause, any reduction by the Contracting Officer in the requirements of this contract shall be considered a termination under the Termination for Convenience of the Government clause.
- (c) If cancellation under this clause occurs, the Contractor will be paid a cancellation charge not over the cancellation ceiling specified in the Schedule as applicable at the time of cancellation.
- (d) The cancellation charge will cover only –
- (1) Costs-
 - (i) Incurred by the Contractor and/or subcontractor;

- (ii) Reasonably necessary for performance of the contract; *and*
 - (iii) That would have been equitably amortized over the entire multi-year contract period but, because of the cancellation, are not so amortized; *and*
 - (2) A reasonable profit or fee on the costs.
- (e) The cancellation charge shall be computed and the claim made for it as if the claim were being made under the Termination for Convenience of the Government clause of this contract. The Contractor shall submit the claim promptly but no later than 1 year from the date –
 - (1) Of notification of the nonavailability of funds; *or*
 - (2) Specified in the Schedule by which notification of the availability of additional funds for the next succeeding program year is required to be issued, whichever is earlier, unless extensions in writing are granted by the Contracting Officer.
- (f) The Contractor's claim may include –
 - (1) Reasonable nonrecurring costs (see subpart 15.4 of the Federal Acquisition Regulation) which are applicable to and normally would have been amortized in all supplies or services which are multi-year requirements;
 - (2) Allocable portions of the costs of facilities acquired or established for the conduct of the work, to the extent that it is impracticable for the Contractor to use the facilities in its commercial work, and if the costs are not charged to the contract through overhead or otherwise depreciated;
 - (3) Costs incurred for the assembly, training, and transportation to and from the job site of a specialized work force; *and*
 - (4) Costs not amortized solely because the cancellation had precluded anticipated benefits of Contractor or subcontractor learning.
- (g) The claim shall not include –
 - (1) Labor, material, or other expenses incurred by the Contractor or subcontractors for performance of the canceled work;
 - (2) Any cost already paid to the Contractor;
 - (3) Anticipated profit or unearned fee on the canceled work; *or*
 - (4) For service contracts, the remaining useful commercial life of facilities. "Useful commercial life" means the commercial utility of the facilities rather than their physical

life with due consideration given to such factors as location of facilities, their specialized nature, and obsolescence.

- (h) This contract may include an Option clause with the period for exercising the option limited to the date in the contract for notification that funds are available for the next succeeding program year. If so, the Contractor agrees not to include in option quantities any costs of a startup or nonrecurring nature that have been fully set forth in the contract. The Contractor further agrees that the option quantities will reflect only those recurring costs and a reasonable profit or fee necessary to furnish the additional option quantities.
- (i) Quantities added to the original contract through the Option clause of this contract shall be included in the quantity canceled for the purpose of computing allowable cancellation charges.

(End of clause)

I.2.2.4 FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

- (a) The Government may extend the term of this contract 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 60 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 six years.

(End of clause)

I.2.2.5 FAR 52.222-50 COMBATING TRAFFICKING IN PERSONS (JAN 2019)

- (a) *Definitions.* As used in this clause –

Agent means any individual, including a director, an officer, an employee, or an independent contractor, authorized to act on behalf of the organization.

Coercion means –

- (1) Threats of serious harm to or physical restraint against any person;
- (2) Any scheme, plan, or pattern intended to cause a person to believe that failure to perform an act would result in serious harm to or physical restraint against any person; *or*
- (3) The abuse or threatened abuse of the legal process.

Commercial sex act means any sex act on account of which anything of value is given to or received by any person.

- (1) Any item of supply (including construction material) that is –
 - (i) A commercial item (as defined in paragraph (1) of the definition at FAR 2.101);
 - (ii) Sold in substantial quantities in the commercial marketplace; *and*
 - (iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; *and*
- (2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.

“Commercially available off-the-shelf (COTS) item” means –

Debt bondage means the status or condition of a debtor arising from a pledge by the debtor of his or her personal services or of those of a person under his or her control as a security for debt, if the value of those services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of those services are not respectively limited and defined.

Employee means an employee of the Contractor directly engaged in the performance of work under the contract who has other than a minimal impact or involvement in contract performance.

Forced Labor means knowingly providing or obtaining the labor or services of a person

- (1) By threats of serious harm to, or physical restraint against, that person or another person;
- (2) By means of any scheme, plan, or pattern intended to cause the person to believe that, if the person did not perform such labor or services, that person or another person would suffer serious harm or physical restraint; *or*
- (3) By means of the abuse or threatened abuse of law or the legal process.

Involuntary servitude includes a condition of servitude induced by means of –

- (1) Any scheme, plan, or pattern intended to cause a person to believe that, if the person did not enter into or continue in such conditions, that person or another person would suffer serious harm or physical restraint; *or*
- (2) The abuse or threatened abuse of the legal process.

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

- (1) Recruitment fees include, but are not limited to, the following fees (when they are associated with the recruiting process) for –
 - (i) Soliciting, identifying, considering, interviewing, referring, retaining, transferring, selecting, training, providing orientation to, skills testing, recommending, or placing employees or potential employees;
 - (ii) Advertising;
 - (iii) Obtaining permanent or temporary labor certification, including any associated fees;
 - (iv) Processing applications and petitions;
 - (v) Acquiring visas, including any associated fees;
 - (vi) Acquiring photographs and identity or immigration documents, such as passports, including any associated fees;
 - (vii) Accessing the job opportunity, including required medical examinations and immunizations; background, reference, and security clearance checks and examinations; and additional certifications;
 - (viii) An employer’s recruiters, agents or attorneys, or other notary or legal fees;
 - (ix) Language interpretation or translation, arranging for or accompanying on travel, or providing other advice to employees or potential employees;
 - (x) Government-mandated fees, such as border crossing fees, levies, or worker welfare funds;
 - (xi) Transportation and subsistence costs –
 - (A) While in transit, including, but not limited to, airfare or costs of other modes of transportation, terminal fees, and travel taxes associated with travel from the country of origin to the country of performance and the return journey upon the end of employment; *and*
 - (B) From the airport or disembarkation point to the worksite;
 - (xii) Security deposits, bonds, and insurance; *and*
 - (xiii) Equipment charges.
- (2) A recruitment fee, as described in the introductory text of this definition, is a recruitment fee, regardless of whether the payment is –
 - (i) Paid in property or money;

- (ii) Deducted from wages;
- (iii) Paid back in wage or benefit concessions;
- (iv) Paid back as a kickback, bribe, in-kind payment, free labor, tip, or tribute; *or*
- (v) Collected by an employer or a third party, whether licensed or unlicensed, including, but not limited to –
 - (A) Agents;
 - (B) Labor brokers;
 - (C) Recruiters;
 - (D) Staffing firms (including private employment and placement firms);
 - (E) Subsidiaries/affiliates of the employer;
 - (F) Any agent or employee of such entities; *and*
 - (G) Subcontractors at all tiers.

Severe forms of trafficking in persons means –

- (1) Sex trafficking in which a commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age; *or*
- (2) The recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

“Sex trafficking” means the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act.

Subcontract means any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract.

Subcontractor means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime contractor or another subcontractor.

United States means the 50 States, the District of Columbia, and outlying areas.

- (b) Policy. The United States Government has adopted a policy prohibiting trafficking in persons including the trafficking-related activities of this clause. Contractors, contractor employees, and their agents shall not –

- (1) Engage in severe forms of trafficking in persons during the period of performance of the contract;
- (2) Procure commercial sex acts during the period of performance of the contract;
- (3) Use forced labor in the performance of the contract;
- (4) Destroy, conceal, confiscate, or otherwise deny access by an employee to the employee's identity or immigration documents, such as passports or drivers' licenses, regardless of issuing authority;
- (5) (i) Use misleading or fraudulent practices during the recruitment of employees or offering of employment, such as failing to disclose, in a format and language understood by the employee or potential employee, basic information or making material misrepresentations during the recruitment of employees regarding the key terms and conditions of employment, including wages and fringe benefits, the location of work, the living conditions, housing and associated costs (if employer or agent provided or arranged), any significant costs to be charged to the employee or potential employee, and, if applicable, the hazardous nature of the work;

(ii) Use recruiters that do not comply with local labor laws of the country in which the recruiting takes place;
- (6) Charge employees or potential employees recruitment fees;
- (7) (i) Fail to provide return transportation or pay for the cost of return transportation upon the end of employment –
 - (A) For an employee who is not a national of the country in which the work is taking place and who was brought into that country for the purpose of working on a U.S. Government contract or subcontract (for portions of contracts performed outside the United States); *or*
 - (B) For an employee who is not a United States national and who was brought into the United States for the purpose of working on a U.S. Government contract or subcontract, if the payment of such costs is required under existing temporary worker programs or pursuant to a written agreement with the employee (for portions of contracts performed inside the United States); except that-
(ii) The requirements of paragraphs (b)(7)(i) of this clause shall not apply to an employee who is –
 - (A) Legally permitted to remain in the country of employment and who chooses to do so; *or*
 - (B) Exempted by an authorized official of the contracting agency from the requirement to provide return transportation or pay for the cost of return transportation;

- (iii) The requirements of paragraph (b)(7)(i) of this clause are modified for a victim of trafficking in persons who is seeking victim services or legal redress in the country of employment, or for a witness in an enforcement action related to trafficking in persons. The contractor shall provide the return transportation or pay the cost of return transportation in a way that does not obstruct the victim services, legal redress, or witness activity. For example, the contractor shall not only offer return transportation to a witness at a time when the witness is still needed to testify. This paragraph does not apply when the exemptions at paragraph (b)(7)(ii) of this clause apply.
 - (8) Provide or arrange housing that fails to meet the host country housing and safety standards; *or*
 - (9) If required by law or contract, fail to provide an employment contract, recruitment agreement, or other required work document in writing. Such written work document shall be in a language the employee understands. If the employee must relocate to perform the work, the work document shall be provided to the employee at least five days prior to the employee relocating. The employee's work document shall include, but is not limited to, details about work description, wages, prohibition on charging recruitment fees, work location(s), living accommodations and associated costs, time off, roundtrip transportation arrangements, grievance process, and the content of applicable laws and regulations that prohibit trafficking in persons.
- (c) *Contractor requirements.* The Contractor shall –
- (1) Notify its employees and agents of –
 - (i) The United States Government's policy prohibiting trafficking in persons, described in paragraph (b) of this clause; *and*
 - (ii) The actions that will be taken against employees or agents for violations of this policy. Such actions for employees may include, but are not limited to, removal from the contract, reduction in benefits, or termination of employment; *and*
 - (2) Take appropriate action, up to and including termination, against employees, agents, or subcontractors that violate the policy in paragraph (b) of this clause.
- (d) *Notification.* (1) The Contractor shall inform the Contracting Officer and the agency Inspector General immediately of –
- (i) Any credible information it receives from any source (including host country law enforcement) that alleges a Contractor employee, subcontractor, subcontractor employee, or their agent has engaged in conduct that violates the policy in paragraph (b) of this clause (see also 18 U.S.C. 1351, Fraud in Foreign Labor Contracting, and 52.203-13(b)(3)(i)(A), if that clause is included in the solicitation or contract, which requires disclosure to the agency Office of the Inspector General when the Contractor has credible evidence of fraud); *and*

- (ii) Any actions taken against a Contractor employee, subcontractor, subcontractor employee, or their agent pursuant to this clause.
- (2) If the allegation may be associated with more than one contract, the Contractor shall inform the contracting officer for the contract with the highest dollar value.
- (e) *Remedies.* In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraphs (c), (d), (g), (h), *or* (i) of this clause may result in –
 - (1) Requiring the Contractor to remove a Contractor employee or employees from the performance of the contract;
 - (2) Requiring the Contractor to terminate a subcontract;
 - (3) Suspension of contract payments until the Contractor has taken appropriate remedial action;
 - (4) Loss of award fee, consistent with the award fee plan, for the performance period in which the Government determined Contractor non-compliance;
 - (5) Declining to exercise available options under the contract;
 - (6) Termination of the contract for default or cause, in accordance with the termination clause of this contract; *or*
 - (7) Suspension or debarment.
- (f) *Mitigating and aggravating factors.* When determining remedies, the Contracting Officer may consider the following:
 - (1) *Mitigating factors.* The Contractor had a Trafficking in Persons compliance plan or an awareness program at the time of the violation, was in compliance with the plan, and has taken appropriate remedial actions for the violation, that may include reparation to victims for such violations.
 - (2) *Aggravating factors.* The Contractor failed to abate an alleged violation or enforce the requirements of a compliance plan, when directed by the Contracting Officer to do so.
- (g) *Full cooperation.* (1)The Contractor shall, at a minimum –
 - (i) Disclose to the agency Inspector General information sufficient to identify the nature and extent of an offense and the individuals responsible for the conduct;
 - (ii) Provide timely and complete responses to Government auditors' and investigators' requests for documents;

- (iii) Cooperate fully in providing reasonable access to its facilities and staff (both inside and outside the U.S.) to allow contracting agencies and other responsible Federal agencies to conduct audits, investigations, or other actions to ascertain compliance with the Trafficking Victims Protection Act of 2000 (22 U.S.C. chapter 78), E.O. 13627, or any other applicable law or regulation establishing restrictions on trafficking in persons, the procurement of commercial sex acts, or the use of forced labor; *and*
 - (iv) Protect all employees suspected of being victims of or witnesses to prohibited activities, prior to returning to the country from which the employee was recruited, and shall not prevent or hinder the ability of these employees from cooperating fully with Government authorities.
- (2) The requirement for full cooperation does not foreclose any Contractor rights arising in law, the FAR, or the terms of the contract. It does not-
- (i) Require the Contractor to waive its attorney-client privilege or the protections afforded by the attorney work product doctrine;
 - (ii) Require any officer, director, owner, employee, or agent of the Contractor, including a sole proprietor, to waive his or her attorney client privilege or Fifth Amendment rights; *or*
 - (iii) Restrict the Contractor from –
 - (A) Conducting an internal investigation; *or*
 - (B) Defending a proceeding or dispute arising under the contract or related to a potential or disclosed violation.
- (h) *Compliance plan.* (1) This paragraph (h) applies to any portion of the contract that –
- (i) Is for supplies, other than commercially available off-the-shelf items, acquired outside the United States, or services to be performed outside the United States; and
 - (ii) Has an estimated value that exceeds \$500,000.
- (2) The Contractor shall maintain a compliance plan during the performance of the contract that is appropriate –
- (i) To the size and complexity of the contract; *and*
 - (ii) To the nature and scope of the activities to be performed for the Government, including the number of non-United States citizens expected to be employed and the risk that the contract or subcontract will involve services or supplies susceptible to trafficking in persons.
- (3) *Minimum requirements.* The compliance plan must include, at a minimum, the following:

- (i) An awareness program to inform contractor employees about the Government's policy prohibiting trafficking-related activities described in paragraph (b) of this clause, the activities prohibited, and the actions that will be taken against the employee for violations. Additional information about Trafficking in Persons and examples of awareness programs can be found at the website for the Department of State's Office to Monitor and Combat Trafficking in Persons at <http://www.state.gov/j/tip/>.
 - (ii) A process for employees to report, without fear of retaliation, activity inconsistent with the policy prohibiting trafficking in persons, including a means to make available to all employees the hotline phone number of the Global Human Trafficking Hotline at 1-844-888-FREE and its email address at help@befree.org.
 - (iii) A recruitment and wage plan that only permits the use of recruitment companies with trained employees, prohibits charging recruitment fees to the employees or potential employees and ensures that wages meet applicable host-country legal requirements or explains any variance.
 - (iv) A housing plan, if the Contractor or subcontractor intends to provide or arrange housing, that ensures that the housing meets host-country housing and safety standards.
 - (v) Procedures to prevent agents and subcontractors at any tier and at any dollar value from engaging in trafficking in persons (including activities in paragraph (b) of this clause) and to monitor, detect, and terminate any agents, subcontracts, or subcontractor employees that have engaged in such activities.
- (4) *Posting.* (i) The Contractor shall post the relevant contents of the compliance plan, no later than the initiation of contract performance, at the workplace (unless the work is to be performed in the field or not in a fixed location) and on the Contractor's Web site (if one is maintained). If posting at the workplace or on the Web site is impracticable, the Contractor shall provide the relevant contents of the compliance plan to each worker in writing.
- (ii) The Contractor shall provide the compliance plan to the Contracting Officer upon request.
- (5) Certification. Annually after receiving an award, the Contractor shall submit a certification to the Contracting Officer that-
- (i) It has implemented a compliance plan to prevent any prohibited activities identified at paragraph (b) of this clause and to monitor, detect, and terminate any agent, subcontract or subcontractor employee engaging in prohibited activities; *and*
 - (ii) After having conducted due diligence, either –

- (A) To the best of the Contractor's knowledge and belief, neither it nor any of its agents, subcontractors, or their agents is engaged in any such activities; *or*
 - (B) If abuses relating to any of the prohibited activities identified in paragraph (b) of this clause have been found, the Contractor or subcontractor has taken the appropriate remedial and referral actions.
- (i) *Subcontracts.* (1) The Contractor shall include the substance of this clause, including this paragraph (i), in all subcontracts and in all contracts with agents. The requirements in paragraph (h) of this clause apply only to any portion of the subcontract that –
- (A) Is for supplies, other than commercially available off-the-shelf items, acquired outside the United States, or services to be performed outside the United States; *and*
 - (B) Has an estimated value that exceeds \$500,000.
- (2) If any subcontractor is required by this clause to submit a certification, the Contractor shall require submission prior to the award of the subcontract and annually thereafter. The certification shall cover the items in paragraph (h)(5) of this clause.

(End of clause)

I.2.2.6 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses 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 a clause may be accessed electronically at this/these address(es):

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

(End of clause)

I.3 TITLE 48 CODE OF FEDERAL REGULATION (CFR) CHAPTER 7 (USAID ACQUISITION REGULATION *or* AIDAR) CLAUSES

I.3.1 AIDAR CLAUSES INCORPORATED BY REFERENCE (MAR 2015)

This contract incorporates one or more clauses 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 and contract clauses is contained in the Code of Federal Regulations (CFR) located at 48 CFR chapter 7

I.3.2 AIDAR CLAUSES INCORPORATED BY REFERENCE

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	(JUN1993)
752.211-70	LANGUAGE AND MEASUREMENT	(JUN 1992)
752.225-70	SOURCE AND NATIONALITY REQUIREMENTS	(FEB 2012)
752.227-14	RIGHTS IN DATA	(OCT 2007)
752.227-70	PATENT REPORTING PROCEDURES	(AUG 1999)
752.228-3	WORKER'S COMPENSATION INSURANCE (DEFENSE BASE ACT)	(DEC 1991)
752.228-7	INSURANCE-LIABILITY TO THIRD PERSONS	(JULY 1997)
752.228-9	CARGO INSURANCE	(DEC 1998)
752.229-70	FEDERAL, STATE, AND LOCAL TAXES	(MAR 2015)
752.245-71	TITLE TO AND CARE OF PROPERTY	(APR 1984)
752.7001	BIOGRAPHICAL DATA	(JUL 1997)
752.7002	TRAVEL AND TRANSPORTATION	(JAN 1990)
752.7006	NOTICES	(APR 1984)
752.7008	USE OF GOVERNMENT FACILITIES OR PERSONNEL	(APR 1984)
752.7010	CONVERSION OF U.S. DOLLARS TO LOCAL CURRENCY	(APR 1984)
752.7011	ORIENTATION AND LANGUAGE TRAINING	(APR 1984)
752.7013	CONTRACTOR-MISSION RELATIONSHIPS	(OCT 1989)
752.7014	NOTICE OF CHANGES IN TRAVEL REGULATIONS	(JAN 1990)
752.7015	USE OF POUCH FACILITIES	(JUL 1997)
752.7018	HEALTH AND ACCIDENT COVERAGE FOR USAID PARTICIPANT TRAINEES	(JAN 1999)
752.7019	PARTICIPANT TRAINING	(JAN 1999)
752.7023	REQUIRED VISA FORM FOR USAID PARTICIPANTS	(APR 1984)
752.7025	APPROVALS	(APR 1984)
752.7028	DIFFERENTIALS AND ALLOWNCES	(JUL 1996)
752.7029	POST PRIVILEGES	(JUL 1993)
752.7033	PHYSICAL FITNESS	(JUL 1997)
752.7034	ACKNOWLEDGEMENT AND DISCLAIMER	(DEC 1991)
752.7035	PUBLIC NOTICES	(DEC 1991)
752.7036	USAID IMPLEMENTING PARTNER NOTICES (IPN) PORTAL FOR ACQUISITION	(JUL 2014)
752.7101	VOLUNTARY POPULATION PLANNING ACTIVITIES	(JUN 2008)

I.3.3 AIDAR FULL TEXT CLAUSES

I.3.3.1 AIDAR 752.204-72 CONTRACTOR ACCESS TO USAID FACILITIES AND USAID'S INFORMATION SYSTEMS (APRIL 2018)

- (a) HSPD-12 and Personal Identity Verification (PIV). Individuals engaged in the performance of this award as employees, consultants, or volunteers of the Contractor must comply with

all applicable Homeland Security Presidential Directive-12 (HSPD-12) and Personal Identity Verification (PIV) procedures, as described below, and any subsequent USAID or Government-wide HSPD-12 and PIV procedures/policies.

- (b) A U.S. citizen or resident alien engaged in the performance of this award as an employee, consultant, or volunteer of a U.S. firm may obtain access to USAID facilities or logical access to USAID's information systems only when and to the extent necessary to carry out this award and in accordance with this clause. The Contractor's employees, consultants, or volunteers who are not U.S. citizens or resident aliens as well as employees, consultants, or volunteers of non-U.S. firms, irrespective of their citizenship, will not be granted logical access to U.S. Government information technology systems (such as Phoenix, GLAAS, etc.) and must be escorted to use U.S. Government facilities (such as office space).
- (c) (1) No later than five business days after award, the Contractor must provide to the Contracting Officer's Representative (COR) a complete list of employees that require access to USAID facilities or information systems.

(2) Before a Contractor (or a Contractor employee, consultant, or volunteer) or subcontractor at any tier may obtain a USAID ID (new or replacement) authorizing the individual routine access to USAID facilities in the United States, or logical access to USAID's information systems, the individual must provide two forms of identity source documents in original form to the Enrollment Office personnel when undergoing processing. One identity source document must be a valid Federal or State Government-issued picture ID. Contractors may contact the USAID Security Office to obtain the list of acceptable forms of documentation. Submission of these documents, to include documentation of security background investigations, is mandatory in order for the Contractor to receive a PIV/Facilities Access Card (FAC) card and be granted access to any of USAID's information systems. All such individuals must physically present these two source documents for identity proofing at their enrollment.
- (d) The Contractor must send a staffing report to the COR by the fifth day of each month. The report must contain the listing of all staff members with access that separated or were hired under this contract in the past sixty (60) calendar days. This report must be submitted even if no separations or hiring occurred during the reporting period. Failure to submit the 'Contractor Staffing Change Report' each month may, at USAID's discretion, result in the suspension of all logical access to USAID information 107 systems and/or facilities access associated with this contract. USAID will establish the format for this report.
- (e) Contractor employees are strictly prohibited from sharing logical access to USAID information systems and Sensitive Information. USAID will disable accounts and revoke logical access to USAID IT systems if Contractor employees share accounts.
- (f) USAID, at its discretion, may suspend or terminate the access to any systems and/or facilities when a potential Information Security Incident or other electronic access violation, use, or misuse incident gives cause for such action. The suspension or termination may last until such time as USAID determines that the situation has been corrected or no longer exists.

- (g) The Contractor must notify the COR and the USAID Service Desk at least five business days prior to the Contractor employee's removal from the contract. For unplanned terminations of Contractor employees, the Contractor must immediately notify the COR and the USAID Service Desk (CIOHELPDESK@usaid.gov or +001.202.712.1234). The Contractor or its Facilities Security Officer must return USAID PIV/FAC cards and remote authentication tokens issued to Contractor employees to the COR prior to departure of the employee or upon completion or termination of the contract, whichever occurs first.
- (h) The Contractor is required to insert this clause including this paragraph (h) in any subcontracts that require the subcontractor, subcontractor employee, or consultant to have routine physical access to USAID space or logical access to USAID's information systems.

I.3.3.2 AIDAR 752.222-71 NONDISCRIMINATION (JUNE 2012)

FAR part 22 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 discrimination (in any form, including harassment) of any employee or applicant for employment on any of the above-described bases.

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 nondiscrimination policies consistent with USAID's approach to workplace nondiscrimination as described in this clause, subject to applicable law.

[END OF CLAUSE]

I.3.3.3 AIDAR 752.228-70 MEDICAL EVACUATION (MEDEVAC) SERVICES (JUL 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) Contractor must insert a clause similar to this clause in all subcontracts that require performance by Contractor employees overseas.

[END OF CLAUSE]

NOTE: USAID does not have a Medevac service provider. Contractors must meet this requirement in the most efficient manner. The following link is provided as a courtesy: <https://travel.state.gov/content/travel.html>.

I.3.3.4 AIDAR 752.229-71 REPORTING OF FOREIGN TAXES (JULY 2007)

- (a) The Contractor must annually submit a report by April 16 of the next year.
- (b) Contents of report. The report must contain:
 - (1) Contractor name.
 - (2) Contact name with phone, fax number and email address.
 - (3) Contract number(s).
 - (4) 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.
 - (5) Only foreign taxes assessed by the foreign government in the country receiving U.S. assistance are to be reported. Foreign taxes by a third party foreign government are not to be reported. For example, if a Contractor performing in Lesotho using foreign assistance funds should purchase commodities in South Africa, any taxes imposed by South Africa would not be included in the report for Lesotho (or South Africa).
 - (6) Any reimbursements received by the Contractor during the period in paragraph (b)(4) of this clause regardless of when the foreign tax was assessed and any 123 reimbursements on the taxes reported in paragraph (b)(4) of this clause received through March 31.
 - (7) Report is required even if the Contractor did not pay any taxes during the reporting period.

- (8) Cumulative reports may be provided if the Contractor is implementing more than one program in a foreign country.
- (c) Definitions. As used in this clause –
- (1) Agreement includes USAID direct and country contracts, grants, cooperative agreements and interagency agreements.
 - (2) Commodity means any material, article, supply, goods, or equipment.
 - (3) Foreign government includes any foreign governmental entity.
 - (4) Foreign taxes means value-added taxes and customs duties assessed by a foreign government on a commodity. It does not include foreign sales taxes.
- (d) Where. Submit the reports to: [contracting officer must insert address and point of contact at the Embassy, Mission, or CFO/CMP as appropriate].
- (e) Subagreements. The Contractor must include this reporting requirement in all applicable subcontracts and other subagreements.
- (f) For further information see <http://2001-2009.state.gov/s/d/rm/c10443.htm>.

(End of clause)

I.3.3.5 AIDAR 752.231-72 CONFERENCE PLANNING AND REQUIRED APPROVALS (AUG 2013)

- (a) Definitions. Conference means a seminar, meeting, retreat, symposium, workshop, training activity or other such event that requires temporary duty travel of USAID employees. For the purpose of this policy, an employee is defined as a U.S. direct hire; personal services contractor (PSC), including U.S. PSCs, Foreign Service National (FSN)/Cooperating Country National (CCN) and Third Country National (TCN); or a Federal employee detailed to USAID from another government agency.
- (b) The Contractor must obtain approval from the contracting officer or the contracting officer's representative (COR), if delegated in the Contracting Officer's Representative Designation Letter, as prescribed in 731.205-43, prior to committing costs related to conferences funded in whole or in part with USAID funds when:
- (1) Twenty (20) or more USAID employees are expected to attend.
 - (2) The net conference expense funded by USAID will exceed \$100,000 (excluding salary of employees), regardless of the number of USAID participants.
- (c) Conferences approved at the time of award will be incorporated into the award. Any subsequent requests for approval of conferences must be submitted by the Contractor to the USAID contracting officer representative (COR). The contracting officer representative will

obtain the required agency approvals and communicate such approvals to the Contractor in writing.

- (d) The request for conference approval must include:
- (1) A brief summary of the proposed event;
 - (2) A justification for the conference and alternatives considered, e.g., teleconferencing and videoconferencing;
 - (3) The estimated budget by line item (e.g., travel and per diem, venue, facilitators, meals, equipment, printing, access fees, ground transportation);
 - (4) A list of USAID employees attending and a justification for each; and the number of other USAID-funded participants (e.g., institutional contractors);
 - (5) The venues considered (including government-owned facility), cost comparison, and justification for venue selected if it is not the lowest cost option;
 - (6) If meals will be provided to local employees (a local employee would not be in travel status), a determination that the meals are a necessary expense for achieving Agency objectives; and
 - (7) A certification that strict fiscal responsibility has been exercised in making decisions regarding conference expenditures, the proposed costs are comprehensive and represent the greatest cost advantage to the U.S. Government, and that the proposed conference representation has been limited to the minimum number of attendees necessary to support the Agency's mission.

(End of clause)

I.3.3.6 AIDAR 752.245-70 GOVERNMENT PROPERTY – USAID REPORTING REQUIREMENTS (OCT 2017)

- (a) (1) The term Government-furnished property, wherever it appears in the following clause, shall mean (i) non-expendable personal property owned by or leased to the U.S. Government and furnished to the Contractor, and (ii) personal property furnished either prior to or during the performance of this contract by any U.S. Government accountable officer to the Contractor for use in connection with performance of this contract and identified by such officer as accountable. All mobile information technology (IT) equipment, including but not limited to, mobile phones (e.g. smartphones), laptops, tablets, and encrypted devices provided as government furnished property, title to which vests in the U.S. Government, are considered accountable personal property.
- (2) The term Government property, wherever it appears in the following clause, shall mean Government-furnished property, Contractor acquired mobile IT equipment and non-expendable personal property title to which vests in the U.S. Government under this contract.

- (3) Non-expendable personal property, for purposes of this contract, is defined as personal property that is complete in itself, does not lose its identity or become a component part of another article when put into use; is durable, with an expected service life of two years or more; and that has a unit cost of more than \$500.

(b) Reporting Requirement: To be inserted following the text of the (48 CFR) FAR clause.

Reporting Requirements: The Contractor will submit an annual report on all Government property in a form and manner acceptable to USAID substantially as follows:

Annual Report of Government Property in Contractor’s Custody

[Name of Contractor as of (end of contract year), 20XX]

	Motor Vehicles	Furniture and Furnishings		Other Government Property
		Office	Living quarters	
A. Value of property as of last report				
B. Transactions during this reporting period				
1. Acquisitions (add):				
a. Contractor acquired property ¹				
b. Government furnished ²				
c. Transferred from others, without reimbursement ³				
2. Disposals (deduct):				
a. Returned to USAID				
b. Transferred to USAID – Contractor purchased				
c. Transferred to other Government agencies ³				
d. Other disposals ³				
C. Value of property as of reporting date				
D. Estimated average age of contractor held property				
	Years	Years	Years	Years

¹ Non-expendable property and all mobile IT equipment.

² Government-furnished property listed in this contract as nonexpendable or accountable, including all mobile IT equipment.

³ Explain if transactions were not processed through or otherwise authorized by USAID.

Property Inventory Verification

I attest that (1) physical inventories of Government property are taken not less frequently than annually; (2) the accountability records maintained for Government property in our possession are in agreement with such inventories; *and* (3) the total of the detailed accountability records maintained agrees with the property value shown opposite line C above, and the estimated average age of each category of property is as cited opposite line D above.

Authorized Signature _____
Name _____
Title _____
Date _____

[END OF CLAUSE]

**I.3.3.7 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.

**I.3.3.8 AIDAR 752.7036 USAID IMPLEMENTING PARTNER NOTICES (IPN)
PORTAL FOR ACQUISITION (JULY 2014)**

(a) Definitions. As used in this clause –

“Universal” bilateral modification means a bilateral modification, as defined in [FAR subpart 43.1](#), that updates or incorporates new FAR or AIDAR clauses, other terms and conditions, or special requirements, affecting all USAID awards or a class of awards, as specified in the Agency notification of such modification.

USAID Implementing Partner Notices (IPN) Portal for Acquisition (IPN Portal) means the single point where USAID uploads 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.

(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](#) of this contract and general notices through the IPN Portal.

- (c) *Procedure to register for notifications.* Go to: <https://sites.google.com/site/usaidipnforacquisitions/> and click the “Register” button at the top of the page. Contractor representatives must use their official organization email address when subscribing, not personal email addresses.
- (d) Processing of IPN portal modifications.
- (1) The Contractor may access the IPN Portal at any time to review all IPN Portal modifications; however, the system will also notify the Contractor by email when the USAID [IPN Portal Administrator](#) uploads a [universal bilateral modification](#) for Contractor review and signature. Proposed IPN Portal modifications distributed through the IPN Portal are applicable to all awards, unless otherwise noted in the proposed modification.
 - (2) Within 15 calendar days from receipt of the notification email from the IPN Portal, the Contractor must do one of the following:
 - (i) (A) Verify applicability of the proposed modification to their award(s) per the instructions provided with each modification;
 - (B) Download the modification and incorporate the following information on the SF30 form: contract number, organization name, and organization mailing address as it appears in the basic award;
 - (C) Sign the hardcopy version; *and*
 - (D) Send the signed modification (by email or hardcopy) to the contracting officer for signature;

Note to paragraph (d)(2)(i): The Contractor must not incorporate any other changes to the IPN Portal modification.
 - (ii) Notify the Contracting Officer in writing if the modification requires negotiation of the additional changes to terms and conditions of the contract; *or*
 - (iii) Notify the contracting officer that the Contractor declines to sign the modification.
 - (3) Within 30 calendar days of receipt of a signed modification from the Contractor, the contracting officer must provide the fully executed modification to the Contractor or initiate discussions with the Contractor. Bilateral modifications provided through the IPN Portal are not effective until both the Contractor and the contracting officer sign the modification.

(End of clause)

I.3.3.9 AIDAR 752.7037 CHILD SAFEGUARDING STANDARDS (AUG 2016)

- (a) Implementation of activities under this award may involve children, or personnel engaged in the implementation of the award may come into contact with children, which could raise the

risk of child abuse, exploitation, or neglect within this award. The Contractor agrees to abide by the following child safeguarding core principles:

- (1) Ensure compliance with host country and local child welfare and protection legislation or international standards, whichever gives greater protection, and with U.S. law where applicable;
 - (2) Prohibit all personnel from engaging in child abuse, exploitation, or neglect;
 - (3) Consider child safeguarding in project planning and implementation to determine potential risks to children that are associated with project activities and operations;
 - (4) Apply measures to reduce the risk of child abuse, exploitation, or neglect, including, but not limited to, limiting unsupervised interactions with children; prohibiting exposure to pornography; and complying with applicable laws, regulations, or customs regarding the photographing, filming, or other image-generating activities of children;
 - (5) Promote child-safe screening procedures for personnel, particularly personnel whose work brings them in direct contact with children; *and*
 - (6) Have a procedure for ensuring that personnel and others recognize child abuse, exploitation, or neglect; mandating that personnel and others report allegations; investigating and managing allegations; and taking appropriate action in response to such allegations, including, but not limited to, dismissal of personnel.
- (b) The Contractor must also include in the code of conduct for all personnel implementing USAID-funded activities, the child safeguarding principles in paragraphs (a)(1) through (6) of this clause.
- (c) The following definitions apply for purposes of this clause:
- (1) Child. A child or children are defined as persons who have not attained 18 years of age.
 - (2) Child abuse, exploitation, or neglect. Constitutes any form of physical abuse; emotional ill-treatment; sexual abuse; neglect or insufficient supervision; trafficking; or commercial, transactional, labor, or other exploitation resulting in actual or potential harm to the child's health, well-being, survival, development, or dignity. It includes, but is not limited to: Any act or failure to act which results in death, serious physical or emotional harm to a child, or an act or failure to act which presents an imminent risk of serious harm to a child.
 - (3) Emotional abuse or ill treatment. Constitutes injury to the psychological capacity or emotional stability of the child caused by acts, threats of acts, or coercive tactics. Emotional abuse may include, but is not limited to: Humiliation, control, isolation, withholding of information, or any other deliberate activity that makes the child feel diminished or embarrassed.

- (4) Exploitation. Constitutes the abuse of a child where some form of remuneration is involved or whereby the perpetrators benefit in some manner. Exploitation represents a form of coercion and violence that is detrimental to the child's physical or mental health, development, education, or well-being.
 - (5) Neglect. Constitutes failure to provide for a child's basic needs within USAID-funded activities that are responsible for the care of a child in the absence of the child's parent or guardian.
 - (6) Physical abuse. Constitutes acts or failures to act resulting in injury (not necessarily visible), unnecessary or unjustified pain or suffering without causing injury, harm or risk of harm to a child's health or welfare, or death. Such acts may include, but are not limited to: Punching, beating, kicking, biting, shaking, throwing, stabbing, choking, or hitting (regardless of object used), or burning. These acts are considered abuse regardless of whether they were intended to hurt the child.
 - (7) Sexual abuse. Constitutes fondling a child's genitals, penetration, incest, rape, sodomy, indecent exposure, and exploitation through prostitution or the production of pornographic materials.
- (d) The Contractor must insert this clause in all subcontracts under this award.

(End of clause)

I.3.3.10 AIDAR 752.7038 NONDISCRIMINATION AGAINST END-USERS OF SUPPLIES OR SERVICES (OCT 2016)

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

(End of clause)

[END OF SECTION I]

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

SECTION J – LIST OF EXHIBITS AND ATTACHMENTS

J.1 LIST OF ATTACHMENTS

Attachment No.	Title
J.1.1	LIST OF ACRONYMS OR INITIALISMS WITH CORRESPONDING DEFINITIONS
J.1.2	GENDER EQUALITY AND SOCIAL INCLUSION (GESI) ANALYSIS FOR KAWAS ACTIVITY 2019
J.1.3	INITIAL ENVIRONMENTAL EXAMINATION
J.1.4	SF–LLL DISCLOSURE OF LOBBYING ACTIVITIES
J.1.5	IDENTIFICATION OF PRINCIPLE GEOGRAPHIC CODES
J.1.6	LOCAL COMPENSATION PLAN (LCP) RANGE
J.1.7	CONTRACTOR EMPLOYEE BIOGRAPHICAL DATA SHEET AID-1420-17 ²⁵
J.1.8	AGENCY VEHICLE WAIVER EXCERPT

[END OF SECTION J]

²⁵ Available at <https://www.usaid.gov/forms/aid-1420-17>.

J.1.1 LIST OF ACRONYMS OR INITIALISMS WITH CORRESPONDING DEFINITIONS

This solicitation uses the following terms and acronyms with the corresponding meanings as reflected below:

Acronym or Initialism	Meaning
AAPD	Acquisition & Assistance Policy Directive
ACO	Administrative Contracting Officer
ADB	Asian Development Bank
ADS	Automated Directives System
AIDAR	USAID Acquisition Regulation
AMT	Activity Mapping Tool
ANSI	American National Standards Institute
BCCS	Business Consulting and Client Services
BEO	Bureau Environmental Officer
BIP	Branding Implementation Plan
CAGE	Commercial and Government Entity
CAS	Cost Accounting Standards
CCN	Cooperating Country National
CDCS	Country Development Cooperation Strategy
CD-ROM	A compact disc used as a read-only optical memory device for a computer system
CFR	Code of Federal Regulations
CFW	Cash for Work
CIO	Chief Information Officer
CISO	Chief Information Security Officer
CLA	Collaborating, Learning, and Adapting
CO	Contracting Officer
COP	Chief of Party
COR	Contracting Officer's Representative
COTS	Commercially Available Off-The-Shelf
CPFF	Cost-plus-fixed-fee
CST	Contractor Salary Threshold
DDL	Development Data Library
DEC	Development Experience Clearinghouse
DEM	Digital elevation model
DO	Development Objective
DoD	Department of Defense
EA	Environmental Assessment
EO	Executive Order
EPRP	Emergency Preparedness and Response Plans
FAC	Federal Acquisition Circular
FAPIIS	Federal Awardee Performance and Integrity Information System
FAR	Federal Acquisition Regulation

Acronym or Initialism	Meaning
FFP	Food for Peace
FGDC	Federal Geographic Data Committee
FOIA	Freedom of Information Act
FSM	Fecal Sludge Management
FtF	Feed the Future
FSTP	Fecal Sludge Treatment Plant
FUG	Forest Users Group
G&A	General and Administrative
GAO	Government Accountability Office
GAP	Good Agricultural Practices
GESI	Gender Equality and Social Inclusion
GIS	Geographic Information System
GIZ	Deutsche Gesellschaft für Internationale Zusammenarbeit
GON	Government of Nepal
GUC	Grant under Contract
HC	Host Country
HCA	Head of Contracting Activity
HSPD	Homeland Security Presidential Directive
IAE	Integrated Award Environment
IEE	Initial Environmental Examination
IMP	Irrigation Master Plan
IP	Implementing Partner
IPN	Implementing Partner Notices
IR	Intermediate Result
IRS	Internal Revenue Service
IT	Information Technology
IWMA	Integrated Watershed Management Activity
IWMI	International Water Management Institute
JICA	Japan International Cooperation Agency
KAWAS	Karnali Water Security Activity
KISAN	Knowledge-Based Integrated Sustainable Agriculture in Nepal
LCP	Local Compensation Plan
LiDAR	light detection and ranging
LOE	Level of Effort
LPA	Legislative Public Affairs
M&E	Monitoring and Evaluation
M&E/MIS	Monitoring & Evaluation/Management Information System
MEDEVAC	Medical Evacuation
MEL	Monitoring, Evaluation, <i>and</i> Learning
MERL	Monitoring Evaluation, Research, <i>and</i> Learning
MICS	Multiple Indicator Cluster Survey
M.O.	Mission Order
MoALD	Ministry of Agriculture and Livestock Development
MoEWRI	Ministry of Energy, Water Resources and Irrigation

Acronym or Initialism	Meaning
MoFAGA	Ministry of Federal Affairs and General Administration
MoFE	Ministry of Forest and Environment
MoHP	Ministry of Health and Population
MoWSS	Ministry of Water Supply and Sewerage
MP	Mitigation Plan
MS	Microsoft
NAICS	North American Industry Classification System
NARA	National Archives and Records Administration
NASA	National Aeronautics and Space Administration
NGO	nongovernmental organization
NICRA	Negotiated Indirect Cost Rate Agreement
NGO	Nongovernmental Organization
NPR	Nepalese Rupees
NPT	Nepal Standard Time
NRW	Non-Revenue Water
NSAF	Nepal Seed and Fertilizer
NWSC	National Water Supply Corporation
OAA	Office of Acquisition and Assistance
ODC	Other Direct Cost
OFAC	U.S. Treasury's Office of Foreign Assets Control
OFM	Office of Financial Management
OMB	Office of Management and Budget
PAHAL	Promoting Agriculture, Health, And Alternative Livelihoods
PEB	Procurement Executive Bulletin
PES	Payment for Ecosystem Service
PII	Personally Identifiable Information
PIV	Personal Identity Verification
PPP	Public-Private Partnership
PSC	Personal Services Contractor
RCE	Request for Categorical Exclusion
RFP	Request for Proposal
SAM	System for Award Management
SBC	Social and Behavioral Change
SDG	Sustainable Development Goals
SF	Standard Form
SOP	Standard Operating Procedure
SOW	Statement of Work
SSBH	Strengthening Systems for Better Health
SVWSUO	Surkhet Valley Water Supply User's Organization
TBD	To be determined
TCN	Third Country National
TDF	Town Development Fund
TEC	Technical Evaluation Committee
TIN	Taxpayer Identification Number

Acronym or Initialism	Meaning
TOC	Theory of Change
UN	United Nations
UNICEF	United Nations Children's Fund
URL	Uniform Resource Locator
USAID	U.S. Agency for International Development
USC	United States Code
USDA	United States Department of Agriculture
USG	United States Government
UTC	Coordinated Universal Time
VAT	Value-Added Tax
WAG	Water Association Groups
WASH	Water, Sanitation, <i>and</i> Hygiene
WASH-Fin	Water, Sanitation, <i>and</i> Hygiene Finance
WECS	Water and Energy Commission Secretariat
WGS84	World Geodetic System 1984
WHO	World Health Organization
WRA	WASH Recovery Activity
WRPPF	Water Resources Project Preparatory Facility
WSUO	Water Supply User's Organization
WUA	Water Users Association
WUSC	Water Users and Sanitation Committees
XML	Extensible Mark-Up Language

[END SECTION J.1.1]

J.1.2 GENDER EQUALITY AND SOCIAL INCLUSION ANALYSIS

GENDER EQUALITY AND SOCIAL INCLUSION (GESI) ANALYSIS FOR KARNALI WATER SECURITY (KAWAS) ACTIVITY 2019

USAID is committed to advance more effective, evidence-based investments in gender equality and female empowerment, and social group equality for a democratic, prosperous and resilient Nepal. Gender equality and social inclusion or GESI is a concept that addresses unequal power relations between men and women and between and among different social groups. The GESI approach to development focuses on the need for action to re-balance these power relations and ensure equal rights, opportunities and respect for all individuals regardless of their gender and social identity. USAID's Gender Equality and Female Empowerment policy guides the integration of gender considerations into country-level programming. USAID/Nepal's [GESI Mission Order \(205.1\)](#) establishes Mission policy on the integration of gender equality, female empowerment, and social inclusion (GESI) throughout the policy and program cycle and defines Mission leadership, responsibilities and support structures necessary for integration into all programs and activities and for deepening development impact while:

- (a) ensuring that programs do not exacerbate or perpetuate gender and other social disparities;
- (b) reducing those disparities where possible; *and*
- (c) empowering women, girls, and members of traditionally marginalized groups.

Therefore, all USAID implementing partners (contracts and grants) must use GESI analysis in order to identify, understand, and explain the gaps in development outcomes between men and women, and between and among different social groups. At a minimum, it involves identifying and understanding the causes of gender and social group inequalities; difference in roles, responsibilities, and needs of men and women; and the relationship between men and women, girls and boys, within and among different caste and ethnicities, within the same sex, and gender identities, between older and younger men and women, and the status of people with disabilities. The most important step in GESI analysis is to prioritize and integrate the key findings into all levels of programming, so that necessary resources are allocated; identified normative gaps, and inequalities, are addressed; girls, women, and gender identities are empowered and barriers to their participation are removed; and the differential impacts of program activities on males and females, caste, ethnicity, and disability at a minimum are monitored, reported and adapted. Implementing partners must work on the intersectionality of gender with caste and ethnicity and identify how program activities will ensure voice, access and equal opportunities for historically marginalized groups and vulnerable populations in Nepal's diverse society.

Therefore, KAWAS is required to explicitly ask how GESI issues are linked to the KAWAS goal²⁶ and how gender and caste ethnicity considerations together with other social characteristics will be integrated into each of the program objectives, theory of change, outcomes and indicators. Domains that USAID considered in its GESI analysis were as follows:²⁷

²⁶ Creating healthy, resilient, and water secure communities at the watershed level in selected watersheds, through strengthened governance for more sustainable water resource management and bio-diverse ecosystems, improved access to water for drinking water and irrigation, and fecal sludge management.

²⁷ ADS 205 is available at <https://www.usaid.gov/sites/default/files/documents/1870/205.pdf>.

- (a) Legal rights, policies and institutions;
- (b) Cultural norms, beliefs and perceptions;
- (c) Roles, responsibilities and time use;
- (d) Access, use and control of resources, services and opportunities; *and*
- (e) Participation and leadership.

This GESI analysis identifies key and inter-related issues faced by women, marginalized groups and vulnerable people in the water and sanitation sectors with recommended actions for the KAWAS activity. The Offeror must incorporate in their proposal the given strategic recommendations plus any additional strategies and actions necessary to address these issues. The selected Offeror and USAID will review and possibly adjust or further define the recommended actions in the co-creation phase or workshop or phase.

J.1.2.1 ISSUE No. 01

Despite decades of GESI mainstreaming in Nepal's development programs, the progress made for women and marginalized groups' leadership and participation in water governance has not become a mainstream practice. Evidence shows that many decision makers and influencers have a tokenistic approach to women and marginalized groups' participation in water supply and sanitation and hygiene (WASH) and irrigation sub sectors, which is too often limited to fulfilling quotas.

Nepal's water sector policies have made provisions for increased participation of women in Water Users' and Sanitation Committees (WUSC) at the local level. The Rural Water Supply and Sanitation Sector policy of 2004 ensures 33 percent representation of women in WSUC and provisions for 10 percent non-cash community contribution by poor households, families headed by women, and marginalized groups, instead of the 20 percent commonly required. The Urban Water Supply and Sanitation Sector Policy of 2009 focuses on access of women, poor, and marginalized groups to both WASH services and decision making. As per the Ministry of Urban Development's GESI Operational Guidelines (2013), permanent GESI Units were created in its institutional structure. In addition, the representation of at least one woman and one person (either male or female) from the excluded groups in the key post of Users' Committee is mandatory. The Irrigation Regulation amended in 2003 also mandates a minimum 33 percent participation of women and representation of marginalized communities in local Water Management Committees. The Water Use Master Plan (WUMP), which is widely used in Nepal for water resource planning, ensures the participation of women and excluded groups in water resources assessment, needs identification, and program prioritization.

In practice, these policies have failed to mainstream meaningful women's and marginalized group participation. The institutions that design and manage water resources policies and programs are themselves highly gendered. In Nepal, water resource development is often considered to be primarily a technological challenge, requiring engineered solutions with less requirement of social justice aspects.²⁸ Women and marginalized groups are often placed for certain positions in WSUCs and Water Users Association (WUA) in order to fulfil quotas, without taking sufficient measures to empower female committee members to raise their voices effectively in the decision making

²⁸ IWMI, Gender, Social Capital and collective action: A Gender perspective on collective sustainability of water resource governance in Far West Nepal. Available at <http://djb.iwmi.org>.

process.²⁹ Evidence shows that although women are interested in participating and attending meetings, they are restricted by social norms that prevent them from speaking out in front of elders and men.³⁰ For women and marginalized groups, it is a major challenge to take leadership because of their lack of access to information as well as domination by men from dominant caste groups. Besides, women are hindered in their attendance of committee meetings due to heavy household responsibilities. Evidence shows that there is a wide gap between promised inclusive policies and their implementation with gender and caste norms being the main barrier at the implementation level.³¹ Men have more access to information, knowledge and opportunities through formal and informal interactions and different networks, and hence they dominate discussion and management of key resources including water, thus weakening women's leadership opportunities. In a male dominated society like Nepal, women's links with formal and informal networks depend on their relations with men in the family. Therefore, women from poor and marginalised households, with fewer kinship and social ties, have fewer opportunities for empowerment or access to information. Male migration further complicates the situation, making women dependent on male relatives for information in the public domain. Additionally, women whose spouses migrate for work are unable to participate in meetings or in users' group as they need to engage in daily work for their subsistence.³²

J.1.2.1.1 ISSUE No. 01 RECOMMENDED ACTIONS

- (a) Use local level GESI analysis and consultation to identify, understand, and address power relations between men and women and among social groups with regard to water resource accessibility and utilization.
- (b) Analyze the pertinent legal instruments and approved strategies for adjusting socially exclusive norms for fair water, sanitation, and irrigation service provision. Identify additional best practices to balance gender and social caste ethnicity participation in the water sector. Support revision of WASH policies if required to better promote women and marginalized groups' leadership and participation in WASH resources, services and opportunities.
- (c) Develop transformative strategies to relax restrictive social norms and empower women and marginalized groups through information sharing, training and capacity building activities to exercise voice, decision-making authority, and active participation in water and sanitation management committees. Where appropriate, youth should be encouraged to join in water and irrigation user group governance.

J.1.2.2 ISSUE No. 02

Disparities in WASH outcomes are high for communities in remote mountain areas, particularly for menstruating women and girls and Dalit communities. In practice, landless and marginalized families are sometimes restricted by landholders and Community Forest User Groups from benefiting from water sources and distribution systems. Poor

²⁹ Asian Development Bank (ADB), Department for International Development (DFID) and The World Bank (2012). Gender and social exclusion assessment 2011, Sectoral series: Monograph 7. Sectoral Perspectives on Gender and Social Inclusion, Nepal.

³⁰ WaterAid (2009), Seen but not heard? A review of the effectiveness of gender approaches in water and sanitation service provision, WaterAid

³¹ IWMI, Gender, Social Capital and collective action: A Gender perspective on collective sustainability of water resource governance in Far West Nepal. Available at <http://djb.iwmi.org>.

³² Available at <https://dspace.lboro.ac.uk/dspace-jspui/bitstream/2134/31249/2/Sah-2295.pdf>.

infrastructure, harmful traditional beliefs and practices, gender-based violence, and untouchability not only exacerbate lack of access, use and control of water resources, services and opportunities, but are detrimental to human dignity, health, and socio-economic well-being.

Household's access to water is gendered as women and girls have the burden of fetching water. Two-thirds of Nepalese women have access to water at their homes, but still some 5 percent require a round trip walk of more than 30 minutes each time they fetch water (part of the definition of those “unreached by improved water” systems) and the rest must travel some distance, but less than 30 minutes.³³ Nepalese women typically have a longer overall workday than men. For example, in the Jhikhu Khola watershed, women typically work 3.8 hours longer per day than men. Given that 68 percent of water fetching is done by women, and most households require more than one trip per day, the work of fetching water can be a significant portion of their disproportionate workload.³⁴ Insufficient access to safe water can have adverse health effects such as increased prevalence of diarrhoea amongst children and poor health amongst women. Many children are unable to attend school due to sickness from unsanitary conditions or due to the burden of collecting water for their families from distant locations from their communities. Women and girls bear the major burden of inadequate WASH facilities and are particularly vulnerable to water insecurity. Reducing the time, distance, and impact of water-fetching has a double effect: on the practical side, it can improve the quality and quantity of water supply, and on the strategic side, it can contribute to a more balanced gender workload and power relations³⁵

Ensuring coverage of the hardest to reach areas is another challenge. The unit cost of reaching remote and mountainous areas is high due to the physical difficulty of installing and managing infrastructure in such terrain. In Province 6, for example, remoteness is a key factor in the delivery of services; difficult terrain and scattered settlements with low density of population result in high cost of infrastructure development. Meeting the needs of differently abled people to access WASH infrastructure is not often considered in infrastructural design.

A major impediment to water and sanitation access is posed by Hindu religious beliefs and practices around caste and menstrual untouchability, both of which are outlawed by the Constitution of Nepal. Dalits, including menstruating girls and women, still do not have access to water taps and sources. Moreover, *chhaupadi* which is an ancient Hindu practice of untouchability during menstruation, prohibits menstruating girls and women from using the toilet, kitchen, prayer room, and the living spaces of male members in the household. In the far western and some parts of the Karnali region of Nepal³⁶ women and girls are forced to live in insecure and unsafe conditions during the first 5 days of menstruation. In these regions, 50 percent of girls and women age 15-49 follow this practice and several die each year from suffocation and wild animal attacks. While the Government of Nepal banned *chhaupadi* in 2005 and criminalized it in 2017, deeply entrenched cultural norms and Hindu religious beliefs of menstrual impurity are still followed. *Chhaupadi* “elimination” strategies often times just suppress the practice temporarily and thus are ineffective.

USAID has observed that the *chhaupadi* practice is maintained because of power dynamics in which

³³ Nepal Demographic Health Survey, 2016

³⁴ Available at http://lib.icimod.org/record/22078/files/attachment_137.pdf.

³⁵ Available at <http://www.water-alternatives.org/index.php/alldoc/articles/vol10/v10issue2/368-a10-2-18/file>

³⁶ Available at <https://journals.plos.org/plosone/article?id=10.1371/journal.pone.0208260>.

local healers, religious leaders, and some older women are important figures. The former earns their living from the role they play in an intact belief system and the women often support the structure that demeaned them because rejecting it risks too much personal and painful invalidation. In response, USAID's Safe WASH II activity engaged local religious leaders, government officials, and women in daylong discussions and found considerable support for change. Solutions that bring women inside their homes during menstruation and allow them access to toilets and clean water while still respecting the local gods and their interlocutors can win religious leader support. Solutions that are framed as "social change" rather than combating a social evil have a better chance of winning more women's support. By following this 'work-around approach', USAID can satisfy its zero-tolerance policy to the gender-based violence that is exemplified by *chaupadi* while also respecting the right of local communities to articulate their own belief system. Thus, KAWAS will encourage interventions to create healthy, safe, and dignified WASH conditions for women and girls.

J.1.2.2.1 ISSUE No. 02 RECOMMENDED ACTIONS

- (a) During the planning phase, identify socio-cultural, economic, and physical barriers faced by women and marginalized communities for access and use of water supply and irrigation facilities. Integrate transformative approaches to change harmful traditional beliefs and practices and provide equal access to the same water taps for Dalits/non Dalits, landless and landholders, and menstruating girls/women and men.
- (b) Improve the access, use, and control over WASH resources by women, marginalized groups and hard to reach vulnerable populations and regions. Provide improved access to appropriate technology to women, poor, and marginalized groups to mitigate the high cost of reaching remote settlements. Explore public-private collaboration and partnerships.
- (c) Promote multiple-use systems for women, marginalized groups, and small-holder farmers to improve access to water for both domestic consumption and for livelihoods. Create awareness of the burden of household work carried by women and girls and encourage men and boys to share household work.
- (d) Identify and use best practices such as cash for work for the marginalized and poor households whose livelihood depends on daily labor, so that they benefit substantially from project activities.

J.1.2.3 ISSUE No. 03

Women, people with disabilities, senior citizens, poor and marginalized groups in the water resources sector are disproportionately affected. Their empowerment and improvement of their access is impeded by insufficient disaggregation of data. Age disaggregation must be included to ensure conscious targeting of youth and that girls' safety, workload, and engagement in governance can be better analyzed.

There is a need to improve the monitoring and reporting system of water services. The Central Bureau of Statistics collects and provides population data for use of water supply systems but does not disaggregate the data. There is no data to determine the proportion of marginalised groups in the population (which might enable affirmative action quotas to be established for local level committees) or the access of marginalised populations such as children, people with disabilities, women, and the elderly to water and sanitation facilities.

The lack of gender-specific indicators and GESI-disaggregated WASH data is an important concern for monitoring progress on the Sustainable Development Goals.³⁷ Access to safely managed drinking water, for example, is monitored at the population group level only. While recognizing that women and girls have specific sanitation needs, the sector lacks an indicator to track progress in application of policies that aim to change restrictive social norms and there is no standard practice for data disaggregation on the use of safely managed sanitation services by sex, caste/ethnicity, geography, age and disability. The Nepal Social Inclusion Survey (2012) shows that only 50 percent of the vulnerable hill group households (e.g., Gaine and Baramu) have access to safe drinking water compared to the national average of 87 percent.

The increase in water supply, sanitation, and irrigation system coverage in the past few decades is often attributed to participatory approaches enhancing beneficiary ownership. But decision makers lack data and knowledge of the proportion and relative strength of marginalised populations in different areas. In absence of adequately disaggregated data, it can be difficult to hold WSUCs accountable to ensure whether they have enough vulnerable group members on the committee or enough disabled person-friendly taps in the area. Disaggregation by social categories, such as ethnicity, race, capabilities, and economic quintile, would enable a better understanding of how different social and cultural groups are affected. This would greatly support efforts to develop differentiated strategies focused on the most marginalised groups in society.

J.1.2.3.1 ISSUE No. 03 RECOMMENDED ACTIONS

- (a) Collect disaggregated data by sex, age, caste, ethnicity, disability, location, migratory status, and economic quintile during planning and implementation of the activity. Identify and address the layers of exclusion faced by all minority groups, including documentation of individuals with multiple levels of marginalisation e.g. an income poor, Dalit woman living in a remote area. Age disaggregation will aid targeting of youth and, in particular, will aid in promotion of girls' safety, equitable workload, and engagement in governance.
- (b) Develop a tracking and reporting mechanism that shows how activity resources or benefits are distributed among various stakeholder groups such as women, vulnerable, and marginalized groups and share the findings appropriately at all levels of government. Involve local community, women and marginalized groups' networks and structures and local government to develop or update disaggregated data to inform decisions about expansion of water and sanitation supply or monitoring of the degree to which access to water and sanitation services are equitably provided.

J.1.2.4 ISSUE No. 04

Women and youth are often excluded from technical, water-focused jobs due to discriminatory gender and age stereotypes. The activity should aim to create on the job training opportunities for women and young people in construction or rehabilitation work, and market system-based interventions.

Nepal's water sector is highly gender stereotyped. The majority of government and non-government technical officials in the water, irrigation, and construction sector are male and women are often perceived as incapable of conducting technical jobs, such as the village maintenance worker (VMW).

³⁷ Gender Equality in the 2030 Agenda: Gender-Responsive Water and Sanitation Systems, UN Women, July 2018.

Additionally, the high youth unemployment has many negative consequences but also presents an opportunity to fill the gap in labor needed to construct, operate and maintain water-related infrastructure. Nearly 14 percent of the total youth are abroad for employment and education³⁸ but gainful employment in the water-sector can better support the needs of local communities as well as Nepal's broader self-reliance.

J.1.2.4.1 ISSUE No. 04 RECOMMENDED ACTIONS


- (a) Learn from best practices to engage engineers and technical staff as GESI champions and build the knowledge, capacity, and commitment of project staff, especially technical staff, across all levels to understand and address and transform gender and caste based stereotypes and restrictions in water access, benefits, leadership and outcomes.
- (b) Create opportunities for women, and women from marginalized groups, to perform technical as well as non-technical roles infrastructure planning and construction. Use affirmative action if required to encourage women to accept and remain in technical positions and feel comfortable working with male and female staff members.

[END SECTION J.1.2]

³⁸ Nepali Youth in Figures, 2014. Ministry of Youth and Sports, Government of Nepal

APPROVAL OF ENVIRONMENTAL ACTION RECOMMENDED:

APPROVED



Adriana Hayes
Acting Mission Director

7/22/19
Date

DISAPPROVED

Adriana Hayes
Acting Mission Director

[END SECTION J.1.3]

J.1.4 SF-LLL DISCLOSURE OF LOBBYING ACTIVITIES

DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB
0348-0046

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352 0348-0046
(See reverse for public burden disclosure.)

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ Date of last report _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, <i>if known</i> Congressional District, <i>if known</i> : _____	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, <i>if known</i> : _____	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, <i>if applicable</i> : _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$ _____	
10.a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):	b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)		



INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

[END SECTION J.1.4]

J.1.5 IDENTIFICATION OF PRINCIPLE GEOGRAPHIC CODES

J.1.5.1 LOW INCOME/LOWER MIDDLE INCOME

As per ADS 310.3.1.2, “[d]eveloping countries are eligible under Code 937. A “developing country” means any country categorized by the World Bank as a low or lower middle-income country according to its gross national income per capita.”³⁹

J.1.5.1.1 LIST OF LOW-INCOME COUNTRIES

Afghanistan	Gambia, The	Myanmar
Bangladesh	Guinea	Nepal
Benin	Guinea-Bissau	Niger
Burkina Faso	Haiti	Rwanda
Burundi	Kenya	Sierra Leone
Cambodia	Korea, Democratic Republic	Somalia
Central African Republic	Kyrgyz Republic	Tajikistan
Chad	Liberia	Tanzania
Comoros	Madagascar	Togo
Congo, Democratic Republic	Malawi	Uganda
Eritrea	Mali	Zimbabwe
Ethiopia	Mozambique	

J.1.5.1.2 LIST OF LOWER MIDDLE-INCOME COUNTRIES

Angola	India	São Tomé and Príncipe
Armenia	Iraq	Senegal
Belize	Kiribati	Solomon Islands
Bhutan	Kosovo	Sri Lanka
Bolivia	Lao, People’s Democratic Republic	Sudan
Cameroon	Lesotho	Swaziland
Cape Verde	Marshall Islands	Syrian Arab Republic
Congo, Republic	Mauritania	Timor-Leste
Côte d’Ivoire	Micronesia, Federal States	Tonga
Djibouti	Moldova	Turkmenistan
Egypt, Arab Republic	Mongolia	Tuvalu
El Salvador	Morocco	Ukraine
Fiji	Nicaragua	Uzbekistan
Georgia	Nigeria	Vanuatu
Ghana	Pakistan	Vietnam
Guatemala	Papua New Guinea	West Bank and Gaza
Guyana	Paraguay	Yemen, Republic

³⁹ A current list of developing countries available at <https://www.usaid.gov/sites/default/files/documents/1876/310maa.pdf>.

Honduras
Indonesia

Philippines
Samoa

Zambia

J.1.5.2 ADVANCED DEVELOPING COUNTRIES

As per ADS 310.3.1.3, “[a]dvanced developing countries are not eligible under Code 937, except for those countries receiving USAID assistance.⁴⁰ An “advanced developing country” means any country categorized by the World Bank as an upper middle income country according to its gross national income per capita, except for any such country in which USAID provides assistance when the procurement is for USAID assistance to that country (i.e., it is the “cooperating” or “recipient” country).”⁴¹

J.1.5.2.1 LIST OF ADVANCED DEVELOPING COUNTRIES

Albania	Ecuador	Namibia
Algeria	Gabon	Palau
American Samoa	Grenada	Panama
Antigua and Barbuda	Iran, Islamic Republic	Peru
Argentina	Jamaica	Romania
Azerbaijan	Jordan	Russian Federation
Belarus	Kazakhstan	Serbia
Bosnia and Herzegovina	Latvia	Seychelles
Botswana	Lebanon	South Africa
Brazil	Libya	St. Kitts and Nevis
Bulgaria	Lithuania	St. Lucia
Chile	Macedonia, former Yugoslav Republic	St. Vincent and the Grenadines
China	Malaysia	Suriname
Colombia	Maldives	Thailand
Costa Rica	Mauritius	Tunisia
Cuba	Mayotte	Turkey
Dominica	Mexico	Uruguay
Dominican Republic	Montenegro	Venezuela, Bolivarian Republic

[END SECTION J.1.5]

⁴⁰ For the procurement of commodities and services when part of any assistance to such country (i.e., where such country is the “cooperating” or “recipient country” under Code 937).

⁴¹ A current list of advanced developing countries available at <https://datahelpdesk.worldbank.org/knowledgebase/articles/906519-world-bank-country-and-lending-groups>.

J.1.6 LOCAL COMPENSATION PLAN (LCP) RANGE, EFFECTIVE NOVEMBER 10, 2019

J.1.6.1 ANNUAL BASIC SALARY RATE

FSN Level	Illustrative Categories	Low (NPR)	High (NPR)
(1 – 3)	Entry Level Clerical and Manual/Trade Positions	391,262	755,648
(4 – 6)	Upper Level Clerical, Supervisory Manual/Trade Positions	597,245	1,197,040
(7 – 9)	Technical and Administrative Management	1,102,968	2,718,089
(10)	Junior Level Professionals/Specialists	2,208,794	3,313,194
(11)	Mid-Level Professionals/Specialists	2,716,943	4,075,423
(12)	Upper Level Professionals/Specialists	3,572,133	5,356,701

J.1.6.2 TOTAL COMPENSATION (i.e., ANNUAL BASIC SALARY RATE PLUS ALLOWANCES AND BENEFITS)⁴²

FSN Level	Illustrative Categories	Low (NPR)	High (NPR)
(1 – 3)	Entry Level Clerical and Manual/Trade Positions	652,925	1,151,569
(4 – 6)	Upper Level Clerical, Supervisory Manual/Trade Positions	934,802	1,755,592
(7 – 9)	Technical and Administrative Management	1,626,859	3,837,071
(10)	Junior Level Professionals/Specialists	3,140,126	4,651,442
(11)	Mid-Level Professionals/Specialists	3,835,503	5,694,515
(12)	Upper Level Professionals/Specialists	5,004,419	7,447,880

[END SECTION J.1.6]

⁴² The total compensation package includes the following monetized and non-monetized benefits: Miscellaneous Benefit Allowance, Child Allowance, Dasain Bonus, Welfare Bonus, Retirement Contribution, Medical Insurance and Life and Accidental Insurance.

J.1.7 CONTRACTOR EMPLOYEE BIOGRAPHICAL DATA SHEET AID-1420-17

OMB Control No: 0412-0520; Expiration Date: 3/31/2021

CONTRACTOR EMPLOYEE BIOGRAPHICAL DATA SHEET						
The Privacy Act Statement is found at the end of this form.						
1. Name (Last, First, Middle)			2. Contractor's Name			
3. Employee's Address (include ZIP code)			4. Contract Number		5. Position Under Contract	
			6. Proposed Salary		7. Duration of Assignment	
8. Telephone Number (include area code)		9. Place of Birth		10. Citizenship (If non-U.S. citizen, give visa status)		
11. Names, Ages, and Relationship of Dependents to Accompany Individual to Country of Assignment						
12. EDUCATION (include all college or university degrees)				13. LANGUAGE PROFICIENCY (see Instruction on Page 2)		
NAME AND LOCATION OF INSTITUTION	MAJOR	DEGREE	DATE	LANGUAGE	Proficiency Speaking	Proficiency Reading
14. EMPLOYMENT HISTORY (List last three (3) positions held by the individual)						
POSITION TITLE	EMPLOYER'S NAME AND ADDRESS POINT OF CONTACT & TELEPHONE #			Dates of Employment (M/D/Y)		
				From	To	
15. SPECIFIC CONSULTANT SERVICES (give last three (3) years). Continue on a separate sheet of paper, if required, to provide this information.						
SERVICES PERFORMED	EMPLOYER'S NAME AND ADDRESS POINT OF CONTACT & TELEPHONE #			Dates of Employment (M/D/Y)		
				From	To	
16. RATIONALE FOR PROPOSED SALARY (Provide the basis for the salary proposed in Block 6 with supporting rationale for the market value of the position. Continue on a separate sheet of paper, if required) Salary definition – basic periodic payment for services rendered. Exclude bonuses, profit-sharing arrangements, commissions, consultant fees, extra or overtime work payments, overseas differential or quarters, cost of living or dependent education allowances.						
17. CERTIFICATION: To the best of my knowledge, the above facts as stated are true and correct.						
Signature of Employee					Date	
18. CONTRACTOR'S CERTIFICATION (To be signed by responsible representative of Contractor)						
Contractor certifies in submitting this form that it has taken reasonable steps (in accordance with sound business practices) to verify the information in this form. Contractor understands that USAID may rely on the accuracy of such information in negotiating and reimbursing personnel under this contract. Certifications that are false, fictitious, or fraudulent, or that are based on inadequately verified information, may result in appropriate remedial action by USAID, taking into consideration all the pertinent facts and circumstances, ranging from refund claims to criminal prosecution.						
Signature of Contractor's Representative					Date	

INSTRUCTION

Indicate your language proficiency in block 13 using the following numeric Interagency Language Roundtable levels (Foreign Service Institute Levels). Also, the following provides brief descriptions of proficiency levels 2, 3, 4, and 5. "S" indicates speaking ability and "R" indicates reading ability. For more in-depth description of the levels refer to ADS 438

2. Limited working proficiency

S Able to satisfy routine special demands and limited work requirements.

R Sufficient comprehension to read simple, authentic written material in a form equivalent to usual printing or typescript on familiar subjects within familiar contexts.

3. General professional proficiency

S Able to speak the language with sufficient structural accuracy and vocabulary to participate effectively in most formal and informal conversations on practical, social, and professional topics.

R Able to read within a normal range of speed and with almost complete comprehension of a variety of authentic prose material on unfamiliar subjects.

4. Advanced professional proficiency

S Able to use the language fluently and accurately on all levels normally pertinent to professional needs.

R Able to read fluently and accurately all styles and forms of the language pertinent to professional needs.

5. Functionally native proficiency

S Speaking proficiency is functionally equivalent to that of a highly articulate well-educated native speaker and reflects the cultural standards of a country where the language is natively spoken.

R Reading proficiency is functionally equivalent to that of the well-educated native reader.

PAPERWORK REDUCTION ACT INFORMATION

The information requested by this form is necessary for prudent management and administration of public funds under USAID contracts. The information helps USAID estimate logistic support and allowances, the educational information provides an indication of qualifications, and the proposed salary, along with the basis and rationale for the market value is used to monitor cost and help determine reasonableness of proposed salary.

PAPERWORK REDUCTION ACT NOTICE

Public reporting burden for this collection of information is estimated to average thirty minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to:

United States Agency for International Development
Bureau for Management
Office of Acquisition and Assistance
Policy Division (M/OAA/P)
Washington, DC 20523-7100;

and

Office of Management and Budget
Paperwork Reduction Project (0412-0520)
Washington, DC 20503

PRIVACY ACT STATEMENT

Authority: Foreign Assistance Act, Pub. L. 87-165, as amended; and 48 CFR Ch. 7 - AIDAR,

Purpose: To collect, use, maintain, and disclose information to determine the qualifications of an individual for a specific contract position and to determine the reasonableness of proposed salary or consultant rate for the services proposed under the contract.


Routine Uses: The personal information is used by USAID to maintain administrative records and to perform other administrative functions inherent in the administration of the contract. This information will be used by USAID Contracting Officers and will not be disclosed outside USAID.

Disclosure: Contractor employees/consultants under USAID cost-reimbursement contracts must submit personal, employment history, and educational data, and the contractor must provide the basis and rationale for the proposed salary as specified in the form. Providing personal information is voluntary. However, failure to provide any of the requested information may delay or prevent approval of the individual proposed under the specific contract.

[END SECTION J.1.7]

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3. A delegation of authority to the Office of General Counsel to make amendments to this waiver and related guidance resulting from changes to the availability of specified categories of vehicles.

Approve  Disapprove _____

Background

Please note that this waiver is being resubmitted for approval in revised form because, contrary to earlier research conducted by OAA and GC prior to the original waiver approved on June 13, 2011, which included direct queries to Jeep and Chrysler, we have since learned that there are two RHD Jeep models manufactured in the United States, and not just one. This revised waiver includes references to the Jeep Cherokee as well as the Jeep Wrangler and generalizes the waiver language in anticipation of future market changes. Authority to make amendments to this waiver and related guidance resulting from such potential market changes is delegated to the Office of General Counsel. The waiver has also been amended to eliminate the need for a further waiver in the event that service facilities or spare parts for U.S. manufactured right-hand drive vehicles and lightweight and medium weight (less than 600 cc) two-wheel and three-wheel motor vehicles are not locally available.

As part of the Agency's implementation and procurement reform effort, we have reviewed some of the restricted commodities provisions and practices governing Agency financing of motor vehicles, in order to simplify and increase the effectiveness of the procurement process. The recommendations resulted from the analysis of these statutory and regulatory requirements and, if approved, will alleviate workload on Agency staff and our implementing partners.

For basic safety considerations, right-hand drive (RHD) vehicles are needed in countries with left-hand traffic. Market research and experience indicate that the only U.S. manufactured RHD vehicles currently available are the Jeep Cherokee and Jeep Wrangler, which local dealers may have in stock, but otherwise must be special ordered through a dealer, taking between 110-120 days to deliver. However, in some cases, as described in Tab 1, Jeep Cherokees or Wranglers may not be well-suited to project demands or locally serviceable. The unavailability of many types of U.S. manufactured RHD motor vehicles has been persistent, and the need for a waiver from FAA § 636(i) to procure RHD vehicles in countries with left-hand traffic was recognized in legislative history. Additionally, many USAID projects require lightweight and medium weight (less than 600 cc) two-wheel and three-wheel motor vehicles. Market research and experience also indicates that the only lightweight or medium weight (less than 600 cc) two-wheel or three-wheel motor vehicles currently manufactured in the United States are Rokon motorcycles. However, in many cases, as described in Tab 1, Rokon motorcycles are not well-suited to project demands or locally serviceable. The unavailability of U.S. manufactured lightweight and medium weight motor vehicles has been persistent, and the legislative history similarly recognizes that such vehicles would merit a waiver from FAA § 636(i).

General source, origin, and nationality rules that apply to commodities and services are provided in FAA § 604 and 22 CFR Part 228. The waiver provisions to USAID source, origin,

-3-

and nationality rules are found in 22 CFR 228 Subpart F. Specifically, 22 CFR § 228.51(a)(3) permits waivers “necessary to promote efficiency in the use of United States foreign assistance resources, including to avoid impairment of foreign assistance objectives.” Additionally, FAA § 636(i) prohibits the use of USAID funds to finance “the purchase, sale, long-term lease, exchange, or guaranty of a sale of motor vehicles unless such motor vehicles are manufactured in the United States, “subject to waiver for” special circumstances to carry out the purposes of [the FAA].”

Currently ADS E312.5.3b specifies the following special circumstances which satisfy the waiver criteria for the purchase or long-term lease of U.S. motor vehicles: “inability of U.S. manufacturers to provide a particular type of needed vehicle; present or projected lack of adequate service facilities and supply of spare parts for U.S. manufactured vehicles; or an emergency requirement for vehicles for which non-USAID funds are not available and which can be met in time only by purchase of non-U.S. manufactured vehicles.” However, even under these specified circumstances, waivers still need to be prepared and approved under 22 CFR Part 228 Subpart F and ADS 310.5.5.

Processing waivers for the above types of needed vehicles has become a significant point of inefficiency in the use of U.S. foreign assistance resources, incurring significant time and expense, as described in Tab 1. After analyzing the cited regulations and statutory requirements, we concluded that a blanket source, origin, and nationality waiver for the motor vehicles described in this memo will promote efficiency in the use of U.S. foreign assistance resources.

Attachments:

Tab 1 – Justification for Blanket Waiver

Tab 2 – Proposed Revisions to ADS 312.5.3b and E312.5.3b

[END SECTION J.1.8]

[END OF SECTION JJ]

PART IV – REPRESENTATIONS AND INSTRUCTIONS

SECTION K – REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

K.1 TITLE 48 CODE OF FEDERAL REGULATION (CFR) CHAPTER 1 (FEDERAL ACQUISITION REGULATION *or* FAR)

K.1.1 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 through the below URL address:

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

NUMBER	TITLE	DATE
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	(MAY 2014)
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	(JUN 2020)
52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT	(JUN 2020)
52.209-10	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS	(NOV 2015)
52.225-25	PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATED TO IRAN	(AUG 2018)

K.1.2 FAR FULL TEXT CLAUSE

K.1.2.1 FAR 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (MAR 2020)

- (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 provision at 52.204-7, System for Award Management.
 - (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) 52.204-26, Covered Telecommunications Equipment or Services-Representation. This provision applies to all solicitations.
 - (vii) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations-Representation.
 - (viii) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.
 - (ix) 52.209-11, Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.
 - (x) 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.
 - (xi) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.
 - (xii) 52.219-1, Small Business Program Representations (Basic, Alternates I, and II). 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.
- (C) The provision with its Alternate II applies to solicitations that will result in a multiple-award contract with more than one NAICS code assigned.
- (xiii) 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.
- (xiv) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.
- (xv) 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.
- (xvi) 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.
- (xvii) 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.
- (xviii) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA–designated items.
- (xix) 52.223-22, Public Disclosure of Greenhouse Gas Emissions and Reduction Goals-Representation. This provision applies to solicitations that include the clause at 52.204-7.)
- (xx) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.
- (xxi) 52.225-4, Buy American-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 \$83,099, the provision with its Alternate II applies.
 - (D) If the acquisition value is \$83,099 or more but is less than \$100,000, the provision with its Alternate III applies.
- (xxii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.
- (xxiii) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan – Certification. This provision applies to all solicitations.
- (xxiv) 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.
- (xxv) 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 representations or 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.
- (viii) 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.1.2.2 FAR 52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)

The Contractor’s representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(End of clause)

K.1.2.3 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.1.2.4 FAR 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (OCT 2018)

- (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, which can be accessed via <https://www.sam.gov> (see 52.204-7).

(End of provision)

K.1.2.5 FAR 52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (OCT 2018)

- (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.1.2.6 FAR 52.209-13 VIOLATION OF ARMS CONTROL TREATIES OR AGREEMENTS – CERTIFICATION (JUN 2018)

- (a) This provision does not apply to acquisitions below the simplified acquisition threshold or to acquisitions of commercial items as defined at FAR 2.101.
- (b) Certification. [Offeror shall check either (1) or (2).]
- (1) The Offeror certifies that—
- (i) It does not engage and has not engaged in any activity that contributed to or was a significant factor in the President’s or Secretary of State’s determination that a foreign country is in violation of its obligations undertaken in any arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. The determinations are described in the most recent unclassified annual report provided to Congress pursuant to section 403 of the Arms Control and Disarmament Act (22 U.S.C. 2593a). The report is available via the Internet at <https://www.state.gov/t/avc/rls/rpt/>; and
- (ii) No entity owned or controlled by the Offeror has engaged in any activity that contributed to or was a significant factor in the President’s or Secretary of State’s determination that a foreign country is in violation of its obligations undertaken in any arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. The determinations are described in the most recent unclassified annual report provided to Congress pursuant to section 403 of the Arms Control and Disarmament Act (22 U.S.C. 2593a). The report is available via the Internet at <https://www.state.gov/t/avc/rls/rpt/>; or
- (2) The Offeror is providing separate information with its offer in accordance with paragraph (d)(2) of this provision.
- (c) Procedures for reviewing the annual unclassified report (see paragraph (b)(1) of this provision). For clarity, references to the report in this section refer to the entirety of the annual unclassified report, including any separate reports that are incorporated by reference into the annual unclassified report.

- (1) Check the table of contents of the annual unclassified report and the country section headings of the reports incorporated by reference to identify the foreign countries listed there. Determine whether the Offeror or any person owned or controlled by the Offeror may have engaged in any activity related to one or more of such foreign countries.
 - (2) If there may have been such activity, review all findings in the report associated with those foreign countries to determine whether or not each such foreign country was determined to be in violation of its obligations undertaken in an arms control, nonproliferation, or disarmament agreement to which the United States is a party, or to be not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. For clarity, in the annual report an explicit certification of non-compliance is equivalent to a determination of violation. However, the following statements in the annual report are not equivalent to a determination of violation:
 - (i) An inability to certify compliance.
 - (ii) An inability to conclude compliance.
 - (iii) A statement about compliance concerns.
 - (3) If so, determine whether the Offeror or any person owned or controlled by the Offeror has engaged in any activity that contributed to or is a significant factor in the determination in the report that one or more of these foreign countries is in violation of its obligations undertaken in an arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. Review the narrative for any such findings reflecting a determination of violation or non-adherence related to those foreign countries in the report, including the finding itself, and to the extent necessary, the conduct giving rise to the compliance or adherence concerns, the analysis of compliance or adherence concerns, and efforts to resolve compliance or adherence concerns.
 - (4) The Offeror may submit any questions with regard to this report by email to NDAA1290Cert@state.gov. To the extent feasible, the Department of State will respond to such email inquiries within 3 business days.
- (d) Do not submit an offer unless—
- (1) A certification is provided in paragraph (b)(1) of this provision and submitted with the offer; *or*
 - (2) In accordance with paragraph (b)(2) of this provision, the Offeror provides with its offer information that the President of the United States has
 - (i) Waived application under 22 U.S.C. 2593e(d) or (e); *or*

- (ii) Determined under 22 U.S.C. 2593e(g)(2) that the entity has ceased all activities for which measures were imposed under 22 U.S.C. 2593e(b).
- (e) Remedies. The certification in paragraph (b)(1) 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 submitted a false certification, in addition to other remedies available to the Government, such as suspension or debarment, the Contracting Officer may terminate any contract resulting from the false certification.

(End of provision)

K.1.2.7 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.1.2.8 FAR 52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (JUN 2020)

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 \$750,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter99), 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 Chapter99 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 subparagraph (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.1.2.9 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.1.2.10 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.1.2.11 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.1.2.12 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.1.2.13 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 – SUPPLIES OR SERVICES AND PRICE/COSTS

**L.1 TITLE 48 CODE OF FEDERAL REGULATION (CFR) CHAPTER 1
(FEDERAL ACQUISITION REGULATION or FAR)**

**L.1.1 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 following URL addresses:

<https://www.acquisition.gov/far/>
<http://www.usaid.gov/pubs/ads/300aidar>

NUMBER	TITLE	DATE
52.204-7	SYSTEM FOR AWARD MANAGEMENT	OCT 2018
52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE	APR 1991
52.214-35	SUBMISSION OF OFFERS IN U.S. CURRENCY INSTRUCTIONS TO OFFERORS-COMPETTIVE	APR 1991
52.215-1	ACQUISITION ALTERNATE I	JAN 2017
52.215-22	LIMITATION OF PASS THROUGH CHARGES	OCT 1997
52.222-24	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION	OCT 2009
52.222-46	EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES	FEB 1999
52. 232-38	SUBMISSION OF ELECTRONIC FUNDS TRANSFER INFORMATION WITH OFFER	FEB 1993
		JUL 2013

L.1.2 FULL FAR CLAUSES

L.1.2.1 FAR 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a cost-plus-fixed-fee (CPFF) completion cost reimbursement type contract per the FAR § 16.306(d)(1) resulting from this solicitation.

(End of provision)

L.1.2.2 FAR 52.233-2 SERVICE OF PROTEST (SEP 2006)

- (a) Protests, as defined in section 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: Jack M. Adrien
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.2 GENERAL INSTRUCTIONS TO OFFERORS

- (a) The Government anticipates awarding one CPFF completion cost reimbursement type contract per the FAR § 16.306(d)(1) for a five-year period as a result of this RFP; however, the Government reserves the right not to make an award.
- (b) RFP Instructions: If an offeror fails to follow the instructions set forth herein, USAID may eliminate the offeror's proposal from further consideration or may downgrade the proposal. not receiving full or partial credit under the applicable evaluation criteria. If an offeror does not understand the instructions in the solicitation, then the offeror must submit all questions and requests for clarifications concerning this solicitation electronically no later than the deadline stated in the RFP cover letter to kathmanduoaexchange@usaid.gov.
- (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 Title 18 United States Code (U.S.C.) § 1001.
- (d) Offer Acceptability: The Government may determine an offer as unacceptable if the offer does not comply with the RFP terms and conditions.
- (e) Proposal Preparation Costs: 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.

- (f) **Subcontractors:** Any reference to “major subcontractor” in **Sections L** or **M**, of this solicitation refers to any subcontractor whose proposed costs equals or exceeds 20 percent of the contract value.
- (g) **Negotiation Process:** USAID envisages the following multiple steps toward award of the final KAWAS contract.

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KAWAS Phased Evaluation with Multiple-Step Offer Submissions		
Phase One	1	Release Synopsis Describing all Evaluation Factors, and Request Proposed Technical Concept Addressing Phase One Factors
	2	Receive Phase One Proposed Technical Concept
	3	Evaluate Phase One Evaluation Factors
	4	Down-Select a Subset of Proposed Technical Concepts to Proceed to Phase Two
	5	Preaward Notification of Exclusion from Further Consideration per FAR 15.503(a)(1)
Phase Two	6	Request Technical Proposals ⁴³ addressing Phase Two Factors only from Proposed Technical Concepts Selected to Proceed to Phase Two
	7	Receive Technical Concepts
	8	Evaluate Phase Two Evaluation Factors
	9	Competitive Range established
	10	Competitive Range Notification to Offerors per FAR 15.503(a)(1)
Phase Three⁴⁴	11	Request Final Proposal Revision per FAR § 15.307(b)
	12	Receive Final Proposal Revision
	13	Final Proposal Revision Evaluation
	14	Selection (i.e., award to successful Offeror) per FAR § 15.504
Phase Four	15	Co-Design Workshop

L.3 PROPOSAL SUBMISSION INSTRUCTIONS

As per synopsis No. 72036718R00009 **Section III.A(f)**, this procurement utilizes a phased evaluation (i.e., down-select) process. Thus, per synopsis **Sections III.C** and **IV.A(b)**, respectively, USAID will “...invite only those organizations whose Proposed Technical Concept rated as **Acceptable** to submit a [Technical Proposal] per the terms of the subsequent request for proposals (RFP).”

⁴³ Due to the ongoing COVID-19 pandemic, in lieu of a Concept Paper supplemented by an Oral Presentations, USAID/Nepal requests for selected offerors to submit a more detailed Technical Proposal.

⁴⁴ Due to the ongoing COVID-19 pandemic, USAID/Nepal will forgo the previously contemplated Phase Three Oral Presentations per FAR § 15.102.

ONLY selected Offerors may submit Technical Proposals electronically via Internet email with no more than 10 attachments (25MB limit) per email compatible with MS 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.

USAID instructs Offerors to submit Technical and Cost Proposal packages in response to this RFP as separate communications to the following email address.

kathmanduoaexchange@usaid.gov

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

USAID/Nepal KAWAS Project 72036719R00009 *Offeror's Name* TECHNICAL PROPOSAL EMAIL: 1 of XX.

USAID/Nepal KAWAS Project 72036719R00009 *Offeror's Name* COST PROPOSAL EMAIL: 1 of XX.

USAID will only accept electronic proposal submissions for receipt under this solicitation. Further, USAID must receive the proposals by the closing date and time indicated in the cover letter. Further, offers must affirm that submitted Technical Proposals will remain valid for a minimum of 180 days.

Given that this RFP does not establish of a competitive range, USAID will neither conduct discussions per FAR § 15.306(d) nor permit revisions of an offeror's Phase One or Two submission.

An Offeror must submit the following items as part of its Phase Two proposal package:

- (a) Technical Approach and Understanding;
- (b) Management and Staffing Plan; *and*
- (c) Past Performance Information.⁴⁵

L.4 PHASE TWO TECHNICAL PROPOSAL

The Technical Proposal must address how the Offeror intends to accomplish the outcomes under RFP Sections **C.6.2.1.1.1, C.6.2.1.2.1, C.6.2.1.3.1, C.6.2.2.1.1, C.6.2.2.2.1, C.6.2.3.1.1, C.6.2.3.2.1, and C.6.2.4.1.1**, respectively. Further, the Offeror should put forth a specific, complete, *and* concise Technical Proposal responsive to the instructions provided under RFP **Section L.5.1** below.

Moreover, the Technical Proposal must demonstrate 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 under **Section F.6.2** and how the Offeror will tie the technical approach to deliverables and achievable results. 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.

⁴⁵ Whilst will use past performance information as part of its responsibility determination *and* best value decision per FAR § 15.305(2), the past performance information does not count against the 30-page limitation and the Offeror should include the past performance information as a required annex.

Furthermore, the Technical Proposal should clearly demonstrate how the Offeror's proposed approach will achieve the KAWAS goals, objectives, *and* principles as well as fulfill the Contractor's implementation responsibilities. Lastly, the Technical Proposal 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 must address how the Offeror proposes to achieve the results outlined in **Section C**. Further, the Technical Proposal must reflect a clear understanding of the RFP **Section C.6** objectives, achievable results, *and* the responsibilities of all parties involved.

L.4.1 INSTRUCTIONS FOR PHASE TWO TECHNICAL PROPOSAL PREPARATION

The Technical Proposal must summarize all critical information provided in corresponding Appendices or Annexes. USAID will not evaluate Technical Proposal pages that exceed the established 30-page limit. Use of smaller font sizes or alternative page format may result in removal of proposal material provided to the Technical Evaluation Committee (TEC) per AIDAR 715.303-70. 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 30-page limit.

The Technical Proposals must not reference cost data so that the technical evaluation may proceed strictly based on technical merit. There is no limit on the number of pages for the cost proposal, except as otherwise stated below.

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.

L.4.1.1 PHASE TWO PAGE AND FORMATTING DIMENSIONS AND LIMITATIONS

Offerors must organize the Technical Proposal according to the technical evaluation criteria listed in **Section M**. Thus, below please find the Technical Proposal page and formatting dimensions and limitations:

- **Paper Size:**
 - Letter or American National Standards Institute (ANSI) Letter (i.e., 8.5 by 11.0 inches or 215.9 millimeters (mm) by 279.4 mm); *or*
 - A4 (i.e., 8.27 inches × 11.7 inches or 210mm × 297 mm).
- **Type Size:** 12-point font
- **Font Style:** Times New Roman *or* similar serif typeface
- **Spacing:** Single spaced
- **Margins:** 1-inch (25.4 mm) top, bottom, left, *and* right
- **Page Limitation:** Not to exceed **30 pages**. USAID will not consider any pages that exceed the prescribed page limitation.
- **Front Matter:** Below please find the front matter that **does not** count against the 30-page limitation:
 - Cover Page (no more than 1 full page);

- Table of Contents;
- List of Acronyms or Initialisms; *and*
- Executive Summary (no more than 2 pages).
- **Technical Proposal Corpus:** Below please find the requisite written texts that count against the 30-page limitation:
 - Technical Approach and Understanding (25-page limit); *and*
 - Management and Staffing Plan (5-page limit).
- **Required Annexes:** Below please find the required annexes (i.e., end matter) that **do not** count against the 30-page limitation, but each of which may have its own page or other limitations:
 - Past Performance Information;
 - Listing of all known subcontractors, subrecipients, *and* consortium or resource partners, if any;
 - Standard Form (SF)-294 Subcontracting Reports;
 - Résumés or curricula vitae (CVs) of Key Personnel with three references (please provide full reference 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; *and*
 - Branding Implementation Plan and Marking Plan (please see **Section L.7** below)

Offerors must submit documents in MS Word *or* PDF (.pdf). DO NOT send files in ZIP⁴⁶ file format.

The Technical Proposal must include the information set forth below.

L.4.1.1.1 TECHNICAL PROPOSAL FRONT MATTER

L.4.1.1.1.1 COVER PAGE

In one page or fewer, an Offeror must include the following information on both the Technical and the Cost Proposal cover pages:

- (a) Name of organization;
- (b) Printed or typed name and title of the authorized representative;
- (c) 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;
- (d) Name of all organizations that are members of the partnership, if applicable;
- (e) Solicitation number and list of amendments received; *and*
- (f) Organizations' Data Universal Numbering System number (i.e., DUNS No.)

Offerors must ensure that the authorized signator not only prints or types their name and title but signs the Technical Proposal and cost proposal cover pages, respectively. The authorized signator must initial any changes to the Technical Proposal (i.e., technical or cost proposal). Technical Proposals signed by an agent must be accompanied by evidence of that agent's authority, unless that

⁴⁶ An archive file format that supports lossless data compression.

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]"

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

L.4.1.1.2 EXECUTIVE SUMMARY

The Executive Summary should summarize the Technical Proposal and describe the basic elements of the Offeror's approach, methodology, *and* implementation plan.

In two pages or fewer, the Executive Summary should summarize:

- (a) Proposed goals;
- (b) Key achievable activities, goals, and RFP **Section C.6** objectives;
- (c) Anticipated results; *and*
- (d) Offeror's management approach.

L.4.1.1.2 TECHNICAL PROPOSAL CORPUS

L.4.1.1.2.1 TECHNICAL APPROACH AND UNDERSTANDING [see Section M.2.2.2]

In 25 pages or fewer, the Technical Approach and Understanding must provide a technical approach and integration plan. Further, 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 account 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 water, sanitation, biodiversity and agriculture sectors and with the transition to decentralized government in Nepal. Given the degree of uncertainty as to how the federalization process will progress, and a general fluidity of in the articulation of devolved powers, the technical approach must demonstrate that it is clearly informed by analysis of the political-economy of the water, sanitation and agriculture sectors in Nepal. Given the uncertainties of exactly how climate change is and will be affecting aquatic biodiversity, appropriate triangulation on the PAANI aquatic biodiversity will be appropriate. With these uncertainties, the technical approach should demonstrate how adaptive management mechanisms will be brought to bear on project activities and planning.

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.

L.4.1.1.2.2 MANAGEMENT AND STAFFING PLAN [see Section M.2.2.3]

In five pages or fewer, the Management and Staffing Plan must present the offeror's strategy for performing the activities described in the SOW. The offeror must present an appropriate management plan that aligns with the proposed technical approach. The management and staffing plan must also specify the composition 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, any additional proposed key (maximum two) and non-key personnel who will contribute towards performing the activities described in the SOW in **Section C**. 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 Home Office staff to contribute towards implementation of the project, the Offeror must prepare a compelling narrative justifying their use and must clearly indicate whether the Home Office staff is performing on-site or off-site in the proposal.

The Offeror must describe how any proposed partnerships will be managed within the proposed management framework. This should capture said partners' governance structures and how they fit together to achieve the presented technical approach.

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. The 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 such short-term technical assistance relevant to WASH, biodiversity or agriculture as the SOW or their proposal response to the SOW requires. This technical assistance capacity must include sectoral expertise combined with expertise in measuring

and evaluating development interventions in that sector.

The KAWAS Project has set aside \$500,000 for Small Grants fund as a Grants under Contract (GUC). 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.

L.4.1.1.3 TECHNICAL PROPOSAL REQUIRED ANNEXES

L.4.1.1.3.1 PAST PERFORMANCE INFORMATION [see Section M.2.2.4]

1. The offeror must provide past performance information for itself and each major subcontractor (i.e., "major subcontractor" means a subcontractor whose proposed subcontract equals or exceeds 20 percent of the contract value) in accordance with the following:
 - (a) List up to five of the most recent and a relevant contract, cooperative agreements, grants, *or* other donor funded projects of similar efforts for offeror and international or local sub-offerors. The most relevant indicators of performance are contracts of similar magnitude and complexity to this requirement. The offeror must also have a record of past performance and demonstrated experience in undertaking and successfully managing performance-based contracts.
 - (b) The Offeror should demonstrate an understanding of building governance and accountability, preferably in WASH sector 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.
 - (c) Provide for each of the awards listed above a list of contact names, job titles, telephone numbers, email addresses, *and* a description of the performance that includes:
 - Project name;
 - Award number;
 - Award type (i.e., fixed price or cost reimbursement contract, cooperative agreement, grant, *or* other donor funded award);
 - Project dollar value;
 - Project period of performance;
 - Project implementation location(s);
 - statement of work or complexity/diversity of tasks; *and*
 - skills/expertise required;

(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 USAID requests it.)

2. 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)).
3. Describe any quality awards or certifications that indicate exceptional capacity to provide the technical assistance described in the statement of work.
4. 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 RFP **Section M.3**, 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) 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 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, their title, phone number, and email 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.5 COST PROPOSAL

L.5.1 INSTRUCTIONS FOR COST PROPOSAL PREPARATION

Offerors must submit a separate cost proposal and include the following information. All pages must be sequentially numbered, and each part must be separated by a tab or colored divider page. Failure to include all information, or to organize the proposal in the manner prescribed, may result in rejection of the proposal as being unacceptable. The following guidance is provided with respect to the organization of the cost proposal.

L.5.1.1 STANDARD FORM (SF) 33

SF 33 (SOLICITATION, OFFER AND AWARD) is used in conjunction with the solicitation and award of negotiated contracts. The Offeror must submit SF 33 with blocks 12 through 18 completed, with the signature of an authorized signator having authority to bind the Offeror.

L.5.1.2 PROPOSED COSTS/PRICES

This part of the Cost Proposal should include the following information: Detailed budgets in MS Excel spreadsheet format with all formulas showing and no hidden cells; and supporting documents (*e.g.*, documents that support the calculation of costs included in the spreadsheets such as Negotiated Indirect Cost Rate Agreements, Contractor Employee Biographical Data Sheets, and Cost Agreements with sub-offerors, *etc.*).

L.5.1.3 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/>.

L.5.1.4 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:

- (a) Have adequate financial resources to perform the contract, or the ability to obtain them (see FAR § 9.104-3(a));
- (b) Be able to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental commitments;
- (c) 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;
- (d) Have a satisfactory record of integrity and business ethics;

- (e) 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);
- (f) Have the necessary production, construction, and technical equipment and facilities, or the ability to obtain them (See FAR § 9.104-3(a); *and*
- (g) 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.

L.5.1.5 INFORMATION TO SUPPORT CONSENT TO MAJOR SUB-OFFERORS

The Offeror must address each of the elements in FAR § 44.202-2 for the Contracting Officer to consider proposed sub-offerors for consent of sub-offerors to be granted with the initial award.

L.5.1.6 INFORMATION CONCERNING WORKDAY, WORKWEEK, *and* PAID ABSENCES

- (a) 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;
- (b) A normal work-year, including paid absences (holidays, vacations, and sick leave) is 2,080 hours (260 days * 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; *and*
- (c) The workday 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.

L.5.1.7 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.

L.5.1.8 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 **Section L.6.2.1**. 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.

L.5.2 BUDGET PREPARATION GUIDANCE

The Offerors must submit a summary budget for the five-year period of performance. The summary budget must reflect summary cost information for each of the major budget cost element by components per **Section B.4** for each of the contract years separately and then offer the program total for the entire contract in the last column of the table. The Offerors shall also provide a separate summary budget for each sub-contractor.

The Offeror must provide budget details and supporting information in sufficient detail to allow a complete and thorough analysis of cost. An overall detailed budget must be submitted for each cost element for the total five-year period of performance. In addition to the overall detailed budget, breakdown of costs must be provided for each year of performance for each individual cost element.

The detailed budget should be organized based on types of costs as set forth below.

L.5.2.1 BUDGET LINE ITEM HEADINGS

To undertake a meaningful comparison of cost, Offerors shall use the following standard cost elements organized generally as presented below.

Direct Costs

Labor Costs

Salary and Wages

Consultants

Fringe Benefits

Travel & Allowances

Travel, Transportation, Per Diem *and* Miscellaneous (e.g., visas, inoculations, etc.)

Allowances

Other Direct Costs

Equipment and Supplies

Subcontract Costs (for major subcontracts, ancillary budgets should be provided that include the same cost element, line item and annual breakdowns as required for the prime's budget, as applicable)

Training (includes all types of training costs)

Any Other Direct Costs

Total Direct Costs

Indirect Costs

Overhead

General and administrative (G&A) expenses

Total Estimated Cost

Fixed Fee

TOTAL ESTIMATED COST-PLUS-FIXED-FEE

L.5.2.2 BUDGET LINE ITEM DEFINITIONS

L.5.2.2.1 SALARY AND WAGES

FAR § 31.205-6, and AIDAR 732.205-46 and 752.7007, respectively, 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.

L.5.2.2.2 CONSULTANTS

FAR § 31.205-33 provides for services rendered by persons who are members of a particular profession or possess a special skill and who are not officers or employees of the Offeror. For example, costs of consultants should be broken down by person years, months, days or hours.

L.5.2.2.3 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 fringe benefits are provided for as part of a firm's indirect cost rate structure, see FAR 42.700. If not part of an indirect cost rate, a detailed cost breakdown by benefits types should be provided for both international and CCN staff.

L.5.2.2.4 TRAVEL, TRANSPORTATION, *and* PER DIEM

FAR § 31.205-46, and AIDAR 731.205-46 and 752-7032, respectively, 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 (offerors may choose to refer to the Federal Standardized Travel Regulations for cost estimates).

L.5.2.2.5 ALLOWANCES

AIDAR 752.7028 provides for differentials and allowances with further references to Standardized Regulations. For example, allowances should be broken down by specific type and by person, and should be in accordance with Offeror's policies and these regulations.

L.5.2.2.6 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. For example, costs should be broken down by types and units, and include an analysis that it is more advantageous to purchase than lease.

L.5.2.2.7 SUBCONTRACTS

FAR § 44.101 provides for any contract entered into by a sub-offeror to furnish supplies or services for performance of a prime contract or a subcontract. Cost element breakdowns should include the same budget items as the prime as applicable.

L.5.2.2.8 OTHER DIRECT COSTS

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

L.5.2.2.9 OTHER TRAINING OR CONFERENCES

For other than participant training or conferences, the offeror must provide number of training sessions, length and number of participants. Include training cost per participant and provide a name for each training.

L.5.2.2.10 INDIRECT COSTS (OVERHEAD, G&A)

FAR § 31.203 and 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.

L.5.2.2.11 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.

L.5.2.3 BUDGET NARRATIVES

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. For example, for salaries, the Offeror must demonstrate the calculations and the rationale for the rates for the base daily labor rate utilized in calculating labor cost. No unburdened base daily rate may exceed the current maximum daily rate for Agencies without a Certified Senior Executive Service (SES) Performance Appraisal System (AWCPAS) as described in ADS 302.3.6.10 – USAID Contractor Salary Threshold (USAID CST). The total number in a year, which should be no more than 2,080 hours, may not exceed the annual salary of the AWCPAS of \$181,500.⁴⁷

⁴⁷ Rates of Basic Pay for Members of the Senior Executive Service (SES) Salary Table No. 2020-ES available at <https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/salary-tables/pdf/2020/ES.pdf>.

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.5.2.3.1 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. Use of Biographical Data Sheets that are more than three months old are not acceptable. 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.

Other supporting documentation should be submitted if the Offeror believes that it is necessary to substantiate or support costs proposed by the Offeror.

L.5.2.3.2 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).

L.5.2.3.3 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.

L.6 BRANDING IMPLEMENTATION AND MARKING PLANS

Offerors 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>. 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.6.1 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.6.2 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 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.7 CO-DESIGN

Following execution of the Contract award to the successful offeror per FAR § 15.504 based on a comparative assessment of the proposal against all source selection criteria in the solicitation per FAR § 15.308, USAID will invite the successful offeror to develop the KAWAS’s Year One Work Plan through a multi-stakeholder co-creation *or* co-design work planning workshop per ADS 201.3.4.8.

As per ADS 201.3.4.3, Missions are encouraged to use solicitation approaches that support innovation, co-creation, *or* co-design when appropriate for creative programming opportunities. 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.

The Contractor must host the initial KAWAS co-creation workshop no later than 60 calendar days of award. The co-design workshop must comply with AIDAR 752.231-72. Following the co-creation workshop, the Contractor must develop a clear, concise performance-based work plan (i.e.,

contract administration plan) to the extent possible that will effectively measure the Contractor's performance no later than 180 calendar days of completion of co-design workshop.

L.8 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 in the best interest of the Government.

[END OF SECTION L]

SECTION M – EVALUATION FACTORS FOR AWARD

M.1 GENERAL INFORMATION

- (a) The Government may award a contract without discussions with offerors per FAR § 52.215-1.
- (b) 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.”
- (c) A TEC will rate the submitted technical information using the technical criteria shown below. The evaluation committee 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.

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**. USAID will not evaluate the cost proposal and the relative importance of cost is substantially less than technical factors. Review of the cost proposal must include primarily cost realism, allowability, *and* reasonableness analyses. Whilst cost remains 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 EVALUATION CRITERIA

USAID has established evaluation criteria and Adjectival Ratings, specific to the Technical Proposal. The TEC will evaluate Technical Proposals using an adjectival rating against each evaluation criterion.

USAID will conduct the technical evaluation as a phased evaluation with multiple-step offer submissions articulated under the Synopsis and RFP **Section L**, respectively.

M.2.1 PHASE ONE EVALUATION

Offerors must submit a Proposed Technical Concept that responds to the objectives outlined under synopsis **Section II**. USAID will conduct a technical evaluation of the Proposed Technical Concept per FAR 15.305(a)(3) and USAID Acquisition Regulation (AIDAR) 715.303-70, respectively; rate submitted Proposed Technical Concepts as **Acceptable** or **Unacceptable**; *and* invite only those organizations whose Proposed Technical Concept rated as **Acceptable** to submit a Technical Proposal per the terms of the subsequent request for proposals (RFP). USAID will not consider Proposed Technical Concepts found **Unacceptable** under the technical approach factor during Phase One per synopsis **Section IV**. Nevertheless, per FAR 15.503(a)(1), the Contracting Officer

shall notify offerors promptly in writing when their Proposed Technical Concepts are eliminated from the competition and prior to issuance of the subsequent RFP.

To receive an **Acceptable** rating, offerors must put forth a clear, appropriate, collaborative, *and* feasible technical approach, including methodology and techniques, to successfully implement each component per synopsis **Section II** and for supporting USAID/Nepal to achieve the KAWAS requirements.

M.2.2 PHASE TWO EVALUATION

ONLY selected Offerors whose Proposed Technical Concept rated **Acceptable** in Phase One are invited to submit a Technical Proposal that responds to the RFP **Section C.6** objectives. As per FAR 15.305(a), “[p]roposal evaluation is an assessment of the proposal and the offeror’s ability to perform the prospective contract successfully.”

M.2.2.1 TECHNICAL PROPOSAL EVALUATION CRITERIA

The concept paper evaluation criteria serve to:

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

Below please find the criteria against which USAID will evaluate Concept Papers:

- (a) Technical Approach and Understanding;
- (b) Management and Staffing Plan; *and*
- (c) Past Performance.

M.2.2.1.1 TECHNICAL PROPOSAL EVALUATION CRITERIA SUMMARY

USAID considers the Technical Approach and Understanding as the most significant proposal-rating determinant. Further, the Management and Staffing Plan merit review criterion represents the second most significant proposal-rating determinant (i.e., less significant than Technical Approach and Understanding, but more significant than Past Performance). Moreover, USAID considers Past Performance the least significant proposal-rating determinant in determining the overall rating. Below please find the criteria under which USAID will review and evaluate the application.

Lastly, the subfactors are equally weighted within their given factors.

Evaluation Criteria

Technical Approach and Understanding
Management and Staffing Plan
Past Performance

The TEC will evaluate each offeror’s Concept Paper, performance metrics and measurements on their own merits to decide if the proposed methods will meet the government’s requirements and rated according to the following evaluation criteria.

M.2.2.2 TECHNICAL APPROACH AND UNDERSTANDING [see Section L.4.1.1.2.1]

USAID will evaluate the Technical Approach and Understanding per the following criteria:

- Degree to which the Technical Proposal demonstrates a thorough understanding of the technical requirements for each sector, challenges, and opportunities for integrating those multiple sectors;
- The merit (feasibility, creativity, clarity, analytical depth, and responsiveness) of the proposed approach to achieve the objectives, tasks and deliverables;
- Clarity, feasibility and effectiveness of the components and sequencing of work;
- Clearly address the multi-sectoral approach and how technical teams will work together; *and*
- Includes a thoughtful and logical high-level theory of change, design, and monitoring plan likely to generate actionable evidence

The TEC will evaluate the Technical Approach and Understanding narrative using an established adjectival rating.

M.2.2.3 MANAGEMENT AND STAFFING PLAN [see Section L.4.1.1.2.2]

USAID will evaluate the Management and Staffing Plan against the following criteria:

- Extent to which the skills, experience, education, roles, responsibilities and qualifications of the proposed Key Personnel meet or exceed the required elements as stated in **Section F.9**;
- Extent to which the Offeror's overall staffing plan, including full-time staff, part-time staff and consultants, demonstrates the relevant experience and knowledge required to achieve the objectives and qualifications as described in **Section F.9**;
- The extent to which the Offeror's proposed staff and management plan assures that the Activity will be managed in a sound and efficient manner that maximizes the ability of the Activity to start up quickly, collaborate effectively with a wide range of stakeholders, and meet its objectives, tasks and deliverables;
- Organizational chart demonstrates clear roles and responsibilities and lines of supervision and communication within the prime organization as well as among Prime, Subcontractors, short-term consultants and USAID;
- The management approach must clearly state how it will work across the multiple funding streams (WASH, FtF, and Environment) in an integrated manner. This approach should clearly state how the management team will prevent technical teams from working in a siloed approach; *and*
- Demonstrates a clear understanding of Government contracting procedures for the initiation and management of sub-awards, in order to be able to issue, and then manage and monitor sub-awards and perform close out procedures all in a timely manner.

The TEC will evaluate the Management and Staffing Plan narrative using an established adjectival rating.

M.2.2.4 EVALUATION OF PAST PERFORMANCE [see Section L.4.1.1.3.1]

As per FAR § 15.305(a)(2), “[p]ast performance information is one indicator of an offeror’s ability to perform the contract successfully. The currency and relevance of the information, source of the information, context of the data, and general trends in contractor’s performance shall be considered. This comparative assessment of past performance information is separate from the responsibility determination required under subpart 9.1.” USAID will use past performance information as part of its responsibility determination *and* best value decision per FAR § 15.305(2). Thus, USAID will perform past reference checks through the Governmentwide Past Performance Information Retrieval System (PPIRS) at www.ppirs.gov. As per FAR §15.305(a)(2)(ii), “[t]he Government shall consider...information obtained from any other sources, when evaluating the offeror’s past performance.” Thus, USAID will also solicit additional information from Offeror’s references of other sources if or when the Contracting Officer finds the existing databases to be insufficient for evaluating an Offeror’s performance.

If the performance information contains negative information on which the offeror has not previously had an opportunity to comment, USAID will provide the offeror an opportunity to comment on the negative information prior to its consideration in the evaluation, and any offeror comment will be considered with the negative performance information. 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 or more current.

The relevant Contractor performance information will be evaluated per the following PPIRS assessment elements below:

- (1) **QUALITY OF PRODUCT OR SERVICE** – Assess the contractor’s conformance to contract requirements, specifications, quality of software product and development, and standards of good workmanship (e.g., commonly accepted technical, professional, environmental, or safety and health standards);
- (2) **SCHEDULE** – Assess the contractor’s timeliness against the completion of the contract, task orders, milestones, delivery schedules, and administrative requirements (e.g., efforts that contribute to or effect the schedule variance);
- (3) **COST CONTROL**⁴⁸ – Assess the contractor’s effectiveness in forecasting, managing, and controlling contract cost, including reporting and analyzing variances;
- (4) **BUSINESS RELATIONS** – Assess the integration and coordination of all activities needed to execute the contract, specifically the timeliness, completeness, and quality of problem identification, corrective action plans, proposal submittals, the contractor’s history of reasonable and cooperative behavior, customer satisfaction, timely award and management of subcontracts, and whether the contractor met small business, small disadvantaged business, small business HUBZone, veteran-owned small business, service disabled veteran-owned small business, and women-owned small business participation and subcontracting goals; *and*
- (5) **MANAGEMENT OF KEY PERSONNEL** – Assess the contractor’s performance in selecting, retaining, supporting, and replacing – when necessary – key personnel.

⁴⁸ Not required for firm-fixed-price or firm-fixed-price with economic price adjustment contracts.

In cases where (a) an offeror lacks relevant performance history, *or* (b) information on performance is not available, then the offeror will not be evaluated favorably or unfavorably on performance. Thus, a “neutral” rating assigned to any offeror lacking relevant performance history per FAR § 15.305(a)(2)(iv). Prior to assigning a “neutral” past performance rating, the contracting officer may consider a broad range of information related to an Offeror’s performance.

The TEC will evaluate Past Performance per the Evaluation Rating Definitions provided under the FAR § 42.1503, Table 42-1.

M.3 PRICE/COST EVALUATION

As per FAR § 15.305(a)(1), “[w]hen contracting on a cost-reimbursement basis, evaluations shall include a cost realism analysis to determine what the Government should realistically expect to pay for the proposed effort, the offeror’s understanding of the work, and the offeror’s ability to perform the contract. Cost realism analyses may also be used on fixed-price incentive contracts or, in exceptional cases, on other competitive fixed-price-type contracts (see 15.404-1(d)(3)). (See 37.115 for uncompensated overtime evaluation.) The contracting officer shall document the cost or price evaluation.” Thus, USAID will evaluate each cost proposal in Phase Two for cost realism, completeness, reasonableness, *and* competitiveness of fixed fee. Further, FAR § 15.404-1 provides “[c]ost realism analysis is the process of independently reviewing and evaluating specific elements of each offeror’s proposed cost estimate to determine whether the estimated proposed cost elements are realistic for the work to be performed; reflect a clear understanding of the requirements; and are consistent with the unique methods of performance and materials described in the offeror’s technical proposal.” Thus, USAID will perform a cost realism analysis as part of the evaluation process to:

- (a) Assess the Contractor’s understanding of the requirements;
- (b) Assess the degree to which the cost/price proposal accurately reflects the approaches or risk assessments made in the technical and Management Capability as well as the risk that the Contractor will provide the supplies or services for the offered prices/cost;
- (c) Assess the degree to which the cost included in the cost/price proposal accurately represents the work effort included in the Technical Proposal; *and*
- (d) Consider the multiple funding streams and the regulations governing the work that can be performed under each funding source.

In evaluating the Contractor’s Cost Proposal, the Government will estimate the overall cost to the Government, including fee, which in the Government’s judgment will result from the Contractor’s performance of the Contract. In making this determination, if the proposed cost is considered to be unrealistic, the Contractor’s proposed cost, including proposed fee, will be adjusted upward or downward to reflect more realistic costs. Therefore, the evaluated cost, including fee, will be used to make a selection decision. Unrealistic cost proposals may result in a re-evaluation and concurrent rescoring of Technical Proposals. Such re-evaluation based on cost or realistic cost analysis could negatively impact the technical rating and overall rating of the proposal.

M.4 DETERMINATION OF COMPETITIVE RANGE

A competitive range composed of the most highly rated proposals in accordance with FAR § 15.306(c)(1) and (2) may be established from Offerors in Phase Three, if the Contracting Officer

determines that discussions are necessary. 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.5 PHASE THREE EVALUATION

As per FAR § 15.307(b), “[t]he contracting officer may request or allow proposal revisions to clarify and document understandings reached during negotiations. At the conclusion of discussions, each offeror still in the competitive range shall be given an opportunity to submit a final proposal revision. The contracting officer is required to establish a common cut-off date only for receipt of final proposal revisions. Requests for final proposal revisions shall advise offerors that the final proposal revisions shall be in writing and that the Government intends to make award without obtaining further revisions.”

Thus, through the written Final Proposal Revision request, USAID will allow offerors to revise their Technical Proposal to maximize the government’s ability to obtain best value, based on the requirements and the evaluation factors set forth in the solicitation per FAR § 15.306(d)(2)

M.6 SOURCE SELECTION

As per FAR § 52.215-1(f), the Government intends to award a CPFF completion cost reimbursement type contract per the FAR § 16.306(d)(1) for a five-year period resulting from this solicitation to the responsible Offeror whose proposal represent the best value after evaluation in accordance with the factors as set forth in this solicitation. This procurement utilizes a phased evaluation (i.e., down-select) process. The Government first determined the acceptability of the Proposed Technical Concept in Phase One. In Phase Two, the Government will utilize the tradeoff process set forth in FAR § 15.101-1. In Phase Three, the Government will request or allow proposal revisions (i.e., final proposal revisions) to clarify and document understandings reached during negotiations per FAR § 15.307(b). Lastly, the Contracting Officer shall award the contract to the Offeror in Phase Four whose proposal represents the best value to the USG per FAR § 15.504. The Contracting Officer may award to a higher priced Offeror in Phase Four if the Contracting Officer determines that the higher technical evaluation of that Offeror merits the additional cost/price, and therefore represents the best value to the Government.

[END OF SECTION M]

[END RFP No.: 72036719R00009]