



**RFP Issuance Date:** December 30, 2021

**Questions Due Date:** January 10, 2022, at 8:00 AM Amman local time

**Proposal Deadline:** February 7, 2022, at 8:00 AM Amman local time

**Subject:** Request for Proposal (RFP) No. 72027822R00005 for the USAID/Jordan Water Efficiency and Conservation (WEC) Activity

The United States Government, represented by the U.S. Agency for International Development (USAID/Jordan), is seeking proposals from qualified organizations interested in providing the services required to implement the “Water Efficiency and Conservation” (WEC) activity in accordance with the terms and conditions stated in this RFP.

USAID anticipates awarding one (1) cost-plus-fixed-fee term type contract to the responsible offeror whose offer conforms to the solicitation requirements and is the most advantageous to the US Government, price and other factors considered. The procedures set forth in FAR Part 15 of the Federal Acquisition Regulation (FAR) apply.

The details of this program are defined in the Statement of Work (SOW) located in Section C of the attached Request for Proposal (RFP). The North American Industry Classification System (NAICS) code for this opportunity is 541990. The authorized geographic code for procurement of goods and services under the resulting contract is 937.

Questions regarding this RFP must be submitted by e-mail to [Jordan\\_WEC@usaid.gov](mailto:Jordan_WEC@usaid.gov) no later than the deadline for questions indicated above. Phone inquiries will not be accepted and any oral instructions or explanations shall not be binding. Inquiries received after the deadline for questions will not receive a response.

Proposals must be submitted in accordance with the instructions listed in Section L of this RFP. Proposals received after the closing date and time will be processed as late and handled in accordance with FAR 52.215-1, which is contained herein. Only electronic submissions will be accepted. It is the responsibility of the Offeror to ensure that the RFP has been received from the internet in its entirety and USAID bears no responsibility for data errors resulting from transmission or conversion processes.

Issuance of this RFP does not in any way obligate the U.S. Government to award a contract, nor does it commit the U.S. Government to pay any costs incurred in the preparation and submission of an offer. Furthermore, the Government reserves the right to reject any and all offers, if such action is considered to be in the best interest of the Government.

Sincerely,

Supervisory Contracting Officer

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**PART I – THE SCHEDULE  
SECTION A - SOLICITATION/CONTRACT FORM**

<b>SOLICITATION, OFFER AND AWARD</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING N/A	PAGE 6	OF 176	PAGES
2. CONTRACT NUMBER	3. SOLICITATION NUMBER 72027822R00005	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED 12/30/2021	6. REQUISITION/PURCHASE NUMBER REQ #278-22-000015		
7. ISSUED BY Acquisition and Assistance Office (AAO) USAID/Jordan		CODE	8. ADDRESS OFFER TO (If other than item 7) Jordan_WEC@usaid.gov				

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

**SOLICITATION**

9. Sealed offers in original and 0 copies for furnishings the supplies or services in the Schedule will be received at the place specified in item 8, or if hand carried, in the depository located in N/A until 08:00 local time 2/7/2022

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 Camille Garcia	B. TELEPHONE (NO COLLECT CALLS)			C. E-MAIL ADDRESS Jordan_WEC@usaid.gov
		AREA CODE	NUMBER	EXTENSION	

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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 (see L.6.g) 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 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)	<input type="checkbox"/> 10 CALENDAR DAYS (%)	<input type="checkbox"/> 20 CALENDAR DAYS (%)	<input type="checkbox"/> 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 THE TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	
15B. TELEPHONE NUMBER	AREA CODE	NUMBER	EXTENSION	17. SIGNATURE
15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.				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 OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304 (c) <input type="checkbox"/> 41 U.S.C. 3304(a) ( )		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM
24. ADMINISTERED BY (If other than Item 7)		25. PAYMENT WILL BE MADE BY	CODE
26. NAME OF CONTRACTING OFFICER (Type or print)		27. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	28. AWARD DATE

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

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STANDARD FORM 33 (REV. 6/2014)  
Prescribed by GSA - FAR (48 CFR) 53.214 (c)

**SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS**

**B.1 PURPOSE**

The purpose of this contract is to provide the USAID/Jordan Mission with technical assistance services and related support to accomplish the objectives of the Water Efficiency and Conservation Activity (WEC), as described in the Statement of Work (SOW).

**B.2 CONTRACT TYPE**

This is a five-year Cost-Plus-Fixed-Fee Term Type contract. The Contractor must provide the level of effort described in Sections B.5 to accomplish the goals and objectives set forth in Section C, and otherwise comply with all contract requirements.

**B.3 TOTAL 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 - to be filled in at the time of award]. The fixed fee (if any) for the contract period is \$[TBD - to be filled at the time of award]. The total estimated cost plus fixed fee amount is \$[TBD - to be filled at the time of award].
  
- (b) Within the total estimated cost plus fixed fee (if any) 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 - to be filled at the time of award]. The Contractor must not exceed the aforesaid obligated amount in accordance with the Limitation of Funds Clause, FAR 52.232.22.
  
- (c) Funds obligated hereunder are anticipated to be sufficient through [TBD - to be inserted at the time of award]. Funding for this contract will be on an incremental basis, subject to the availability of funds.

**B.4 CONTRACT LINE ITEMS**

The following itemized budget sets forth the contract cost items:

	<b>Item</b>	<b>Amount</b>
<b>CLIN 0001</b>	<b>Water Efficiency and Conservation Activity</b>	
0001a	Direct Costs	\$[TBD]
0001c	Subcontracts	\$[TBD]



0001d	Grants Under Contract	\$7,000,000
0001e	Indirect Costs	[\$TBD]
0001f	Fixed Fee	[\$TBD]
	<b>Total Estimated Cost plus Fixed Fee Amount:</b>	<b>[\$TBD]</b>

The Contractor must not exceed any contract cost item nor is authorized to shift funding between items without prior written approval of the Contracting Officer.

**B.5 LEVEL OF EFFORT (LOE)**

- (a) The Contractor must provide a total of [TBD - to be filled in at the time of award] days of level of effort to implement the Statement of Work. The Contractor must not exceed the total level of effort of person days, which are allocated as follows:

<b>Position/Labor Category</b>	<b>Total LOE</b>
[TBD to be completed at the time of award]	[TBD to be completed at the time of award]
[TBD to be completed at the time of award]	[TBD to be completed at the time of award]
<b>Total LOE (workdays ordered):</b>	<b>*[TBD to be completed at the time of award]</b>

*\*[USAID has estimated the total LOE for Professional/Technical Staff to be 22,500 labor days. However, Offerors must propose the LOE, including the positions and/or labor categories, that aligns with its proposed technical approach. (see L.9, Part 2,c)]*

- (b) Subject to the ceiling price established in this contract and with the prior written approval of the COR, the contractor may adjust the number of workdays actually employed by each position/category in the performance of the work. The contractor must attach a copy of the COR approval to the voucher submitted for payment. Adjustments may only be made within the ceiling of the total LOE (workdays ordered). Once the level of effort has been fully expended, this contract is complete.
- (c) It is the contractor’s responsibility to ensure that any COR-approved adjustments to the workdays ordered for each position/category do not result in costs incurred which exceed the ceiling price of or obligated amount under this contract. Under no circumstances shall such adjustments authorize the contractor to be paid any sum in excess of the current obligated amount or contract ceiling.
- (d) Approvals, technical orders or other direction from the COR do not constitute authorization to increase the total LOE or ceiling price for this Contract. The Government is not obligated to reimburse the Contractor for any actions which increase the total LOE unless such actions have been specifically authorized in writing by the Contracting Officer.

**B.6 COST REIMBURSABLE**

Costs must be limited to those that are reasonable, allocable, allowable, and necessary for the implementation of the contract as determined in accordance with FAR 31 (other applicable cost principles), FAR 52.216-7 (Allowable Cost and Payment), and AIDAR 752.7003, Documentation for Payment.

**B.7 PAYMENT OF FIXED FEE**

Subject to FAR 52.216-8 Fixed Fee, payment of fixed fee will be made in proportion to the level of effort (LOE) that was delivered by the Contractor during the period covered by the invoice. In the event that the Contractor does not provide all of the total LOE required under the contract by the expiration of the contract period, the total amount of fixed fee will be reduced in similar proportion, as determined by the CO and COR. For example, if the Contractor has expended 85% of the total level of effort, then the Contractor is entitled to 85% of the fixed fee amount, provided that the performance and compliance has been otherwise satisfactory.

**B.8 INDIRECT COSTS**

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

Description	Rate	Base	Type	Period
TBD		TBD	TBD	TBD

Base of Application: TBD  
Type of Rate: TBD  
Period: TBD

**[END OF SECTION B]**

## SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

### C.1 INTRODUCTION

The objective of the Water Efficiency and Conservation Activity (“the Activity”) is to increase water use efficiency and conservation in Jordan by applying commercial incentives<sup>1</sup> to the agriculture, industrial, and the municipal<sup>2</sup> sectors<sup>3</sup> and strengthening the Government of Jordan (GOJ) governance over irrigated agriculture.

This Activity will contribute to USAID/Jordan’s Country Development Cooperation Strategy (CDCS) 2020-2025 five-year goal of supporting Jordan to advance its stability, prosperity and self-reliance by spurring inclusive private sector-led economic growth, improving water security, strengthening accountable governance, fostering a healthy, well-educated population, and enhancing the agency and leadership of women and youth.

This Activity will contribute to achieving USAID/Jordan’s CDCS Development Objective (DO2): Jordan’s Ability to Improve its Water Security Strengthened. The Activity falls under intermediate result (IR) 2.3: Water Efficiency and Conservation Expanded. The Activity will also contribute to IR 2.2: Water Sector Governance and Management Strengthened and IR 2.4: Inclusive Participation in Water Sector Decision-Making Increased. The Activity will also contribute to USAID/Jordan’s DO 5: Agency and Leadership of Women and Youth Enhanced.

Specific cross-cutting objectives related to support to gender, youth, persons with disabilities (PWD), and private sector engagement must be defined and integrated by the Contractor throughout contract implementation. By incorporating these objectives, the Activity will support the Country Development Cooperation Strategy (CDCS) goals, including: (1) Agency and Leadership for Women and Youth Enhanced (2) Persons with Disabilities: Engage persons with disabilities in the water sector at all levels, and (3) Private Sector Engagement Improved: Identifying new approaches and preparing strategies and plans to enhance and improve private sector participation in the water sector.

### C.2 BACKGROUND

Jordan is one of the most water-poor countries in the world, and forecasts indicate worsening conditions over the coming decades as the country experiences higher temperatures, and lower rainfall and runoff. The country’s renewable water supply currently only meets about two-thirds of the population’s overall water needs, and groundwater is being over-abstracted faster than it is being recharged. Its per capita share of renewable water resources is less than 65 cubic meters per year, only one fifth of the United

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<sup>1</sup> Market based solutions are any set of regulations and financial incentives that can encourage a certain behavior through market signals rather than through explicit directives. For instance, incentives that catalyze farmers to adopt the new technologies to pursue better results in order to solve the water-related or environmental problems.

<sup>2</sup> The term “municipal” in this document refers to water that is provided to users through the water utility, and includes households, commercial facilities, education, medical, and touristic water users.

<sup>3</sup> [https://www.marketlinks.org/sites/default/files/resource/files/Market\\_Systems\\_Framework.pdf](https://www.marketlinks.org/sites/default/files/resource/files/Market_Systems_Framework.pdf)

Nations minimum standard for water scarcity.<sup>4</sup> By 2040, models suggest precipitation will be 10 to 15 mm less (13-20% less) than today, and droughts will be more pronounced.<sup>5</sup> Given limitations on new sources of water and ever-growing demands, it is critical to improve conservation of scarce water resources.

Agriculture in Jordan consumes an estimated 52% (reduced from 75% over the last decade) of the country's overall water resources and 70% of its groundwater, while only contributing around 4% of the country's Gross Domestic Product (GDP). Despite its small contribution to the GDP, agriculture has important socio-economic impacts and high political significance.<sup>6</sup> Current policies and pricing on water contribute to the fact that water conservation is not a high priority for farmers. With approximately 40% of agriculture's contribution to GDP coming from irrigated agriculture in the highlands where groundwater is being rapidly depleted and there are no alternative sources of water,<sup>7</sup> increased conservation is vital.

Municipal water use represents approximately 45% of Jordan's water consumption.<sup>8</sup> The water tariff is very low, presenting little incentive to conserve water.<sup>9</sup> However, municipal water supply is intermittent; in most areas, water is supplied once every week to two weeks. Many homes cope with limited water supply by purchasing from water tankers when their household storage runs out. This water is often more than ten times as expensive as water provided by public utilities and is often sourced through illegal extraction providing comparatively little revenue in turn to the cash-strapped government water entities. Most households in Jordan are not equipped for efficient use of their water resources. Although Jordanians have coped with water shortage and intermittent supply by using very little water, water-saving practices and technologies would help Jordanian households stretch their limited water resources to last for longer durations of time. While there are greater gains to be made at the household level in terms of water use, at the commercial level, there is currently more incentive to promote water-savings as the tariff for commercial use is higher than for households. USAID has had successes in the past in working with non-residential properties, such as office buildings, hotels and schools by installing water-saving devices and promoting water efficiency practices.<sup>10</sup>

Within Jordan, females are the main users and managers of water at the household level. These women are role models in their household but can also serve as influencers to work with market actors across the public, private and civil society sectors to promote evidence-based water-saving practices and innovative technologies in agriculture and households in Jordan.

## 2.1 Government of Jordan Priorities

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<sup>4</sup> Nortcliff, S., Carr, G., Potter, R.B., Darmame, K. (2008) "Jordan's Water Resources: Challenges for the Future." Geographical Paper No. 185, The University of Reading, United Kingdom.

<sup>5</sup> <https://phys.org/news/2016-03-nasa-drought-eastern-mediterranean-worst.html>

<sup>6</sup> [Ministry of Water and Irrigation Water Sector Capital Investment Plan 2016 – 2025.](#)

<sup>7</sup> [Water Resources, Use and Management in Jordan: A Focus on Groundwater, IWMI, 2018.](#)

<sup>8</sup> [Residential Best Management Practice Guide \(USAID IDARA project, 2010\).](#)

<sup>9</sup> According to the Department of Statistics Household, Income and Expenditure Survey 2017-2018, the average Jordanian family spends approximately 92 JDs per year on water and wastewater bills, while they spend 313 JDs annually on their electricity bill. These numbers are based on data from 5 governorates (Amman, Zarqa, Irbid, Balqa and Madaba) which include the majority of the population.

<sup>10</sup> [Study or presentation on water savings potential and gains on water conservation at the municipal level by WMI.](#)

The GoJ's vision for addressing its water crisis is laid out in the National Water Strategy and the Water Sector Capital Investment Plan 2016-2025.<sup>11</sup> These plans stem from Jordan 2025: A National Vision and Strategy<sup>12</sup> and draw a direct link between Jordan's water security and its economic future by highlighting the gap between demand and supply and accentuating the need to reduce agricultural waste, diminish non-revenue water, utilize unconventional water resources, and enhance regional cooperation. The Economic Growth Plan 2018-2022 singled out agriculture along with the mining sector to have great potential for employment and growth. It aims for agriculture to make up 10% of Jordan's GDP.<sup>13</sup> The plan focuses on water conservation and harvesting/capturing investments with the aim of reducing external vulnerability.

The GoJ describes water and wastewater supply services as essential to the sustainability of the different economic sectors and an integral input in economic growth in its National Water Strategy 2016-2022. The strategy prioritizes economic sectors that provide the highest returns to the economy, superseded only by water for municipal use (drinking). The strategy also recognizes the role of the agriculture sector in the economy and identifies measures to manage irrigation water such as consumption reduction, tariff adjustment, and substituting fresh water with treated wastewater for irrigation. The document describes measures such as sound irrigation advisory services and introducing the right incentive schemes to encourage optimized water consumption.

Jordan's agriculture sector played a key role in ensuring food security during the COVID-19 lockdown, which cemented its strategic role during a crisis situation. Recognizing the strategic significance of the sector, in October 2020 the Prime Minister mandated the newly formed Cabinet to strengthen the agricultural sector.<sup>14</sup>

## **2.2 USAID Support for Water Efficiency and Conservation**

USAID focuses its agriculture support on water conservation. In 2017, USAID/Jordan launched its Water Innovation Technologies (WIT) Activity, drawing on market systems to promote water conservation in the agriculture sector. WIT has partnered with private sector actors to introduce improved technologies and practices in the agriculture sector and at the household level. The ongoing activity is projected to achieve water-savings of at least 18.5 million cubic meters during its life. Through its work with private irrigation companies, WIT encouraged farmers to adopt water-saving technologies they were not used to, and helped irrigation companies provide aftermarket services so farmers could improve production while reducing water use. Results demonstrate a vast potential for improved water-savings, along with increased economic productivity at the farm level.<sup>15</sup> Moreover, WIT worked to increase the participation of women in water conservation by working with private sector actors who provide water-saving technologies and products for women-led groups and female farmers to access knowledge and technologies to conserve more water while increasing their income.

The Community-Based Initiatives for Water Demand Management (CBIWDM) project enabled 175 communities to apply water-saving technologies in their homes. The Institutional Support and Strengthening Program (ISSP) worked closely with the water sector and the water utilities to reform and

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<sup>11</sup> [Ministry of Water and Irrigation Water Sector Capital Investment Plan 2016 – 2025.](#)

<sup>12</sup> [Jordan 2025 - A National Vision and Strategy.](#)

<sup>13</sup> [Jordan Economic Growth Plan \(2018-2022\).](#)

<sup>14</sup> "Royal Decree approves new Cabinet headed by Khasawneh" (Jordan Times - October 13, 2020).

<sup>15</sup> [Analysis of Consumption Patterns in Agriculture: Market Systems Development Analysis.](#)

restructure the sector to become more efficient, sustainable, and responsive to consumer needs. The Water Management Initiative (WMI) supported the GOJ to achieve measurable improvements and greater sustainability in the water sector by providing technical assistance to strengthen the GOJ's reform, policy development and implementation, and capacity building efforts. The Public Action for Water, Energy and Environment Project (PAP) focused on public education and behavior change communications Activity to increase efficiency in the use of water and energy, to promote proper solid waste handling practices, and to introduce policy changes. The Hydroponic Green Farming Initiative (HGFI) developed a hydroponic farming model that improves upon current greenhouse technology and drip irrigation systems and demonstrated practices. Documents and reports from all these activities and many others are available through the USAID/Jordan portal (<https://usaidjordankmportal.com>). Other information sources include the Development Experience Clearinghouse (DEC) (<https://dec.usaid.gov/dec/home/Default.aspx>), and USAID's Development Data Library (DDL) website (<http://www.usaid.gov/data>). Further, the Contractor is encouraged to be familiar with the 2017 US Gov Global Water Strategy (US GWS), the Executive Order on Climate Change at Home and Abroad, and the U.S. Government Global Food Security Strategy FY17-21.<sup>16</sup>

### **2.3 Other Donors Working on Water Efficiency and Conservation**

The Embassy of the Netherlands and the World Bank have been actively engaged in supporting the agriculture sector as a tool to jumpstart Jordan's economy. Their work also includes a focus on generating jobs for Syrian refugees working in the agriculture sector. Among its many interventions, the Embassy of the Netherlands has set up a project to identify the value chains with high export values, working with a mix of medium to large scale producers. Their project also works on post-harvest issues and global Good Agricultural Practices (GAP) compliance. The World Bank has recently launched a value chain project whose initial stage is to identify value chains with high export value, and work on post-harvest issues and logistics for getting products to export markets. The Food and Agriculture Organization (FAO) has also recently launched a value chain project working to increase the quality and value of tomatoes, olives and dates. The Agence Française de Développement (AFD) has a solicitation for an agriculture project in the northern highlands of Jordan that includes a focus on Syrian refugees as farm labor. The Deutsche Gesellschaft für Internationale Zusammenarbeit (GIZ) works on promoting on-farm irrigation efficiency in Azraq and the Jordan Valley, and the KfW Bankengruppe (KfW) along with the European Investment Bank are developing a separate irrigation project in the Jordan Valley. Their approach has been to set up demonstration farms. In all cases, USAID has actively engaged with these donors as partners, working cooperatively to ensure that support to the agriculture sector results in improved water efficiency and conservation.

On the municipal level, GIZ has been very active in promoting water conservation best practices in the municipal sector while engaging influential stakeholders such as religious authorities to inform as many people as possible about water-saving. GIZ has also worked on empowering women in the field of water conservation and provided certification and institutional support for cooperatives of female plumbers. The United Nations Children's Fund (UNICEF) and The United Nations Relief and Works Agency for Palestine Refugees in the Near East (UNRWA) have ongoing efforts to promote water conservation in schools and health centers.

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<sup>16</sup> [US Government Global Water Strategy 2017; Executive Order on Tackling the Climate Crisis at Home and Abroad; US Government Global Food Security Strategy FY17-21](#)

### **C.3 PROBLEM STATEMENT**

Agricultural and municipal water use in Jordan is inefficient and further exacerbates water scarcity. Commercial properties have achieved a significant increase in efficiency given past advancements. Water tariffs for commercial properties are at market rates, providing an incentive for commercial property owners to conserve water. Making parallel advancements in the municipal water sector will be challenging as the amount of water per capita is low to begin with and the tariff for municipal consumption is so low it does not incentivize any savings.

As mentioned, agriculture is the largest consumer of water in Jordan, consuming over 52% of the country's annual water supply. While the GoJ has laws and regulations in place to govern water use and abstraction, there is a lack of uniform enforcement. Without consistent enforcement, farmers and water users feel enabled to over-abtract. Moreover, users lose faith in their government's commitment to apply the law on an equal measure to all citizens, regardless of connections and status. While the GoJ recognizes the severity of Jordan's limited water resources, pressure for social stability creates competing demands that contradict the challenge of promoting water conservation.

#### **3.1 Challenges to Water Governance**

While Jordan has a strong framework of laws and regulations that govern the use of water resources, specifically regarding groundwater, enforcement has always been a challenge. The Government of Jordan has improved abstraction monitoring by metering legal wells and through remote sensing of agricultural water use. However, some farmers and other actors have found ways to outpace the system in place.

The Ministry of Water and Irrigation (MWI), including the Jordan Valley Authority (JVA) and the Water Authority of Jordan (WAJ), currently lacks the tools and capacity to engage farmers in dialogue regarding water use, as well as to incentivize water-efficient and conservation-based agriculture. A recent study by USAID<sup>17</sup> sheds light on the reason that farmers cultivate certain areas, what is limiting their expansion, and why they choose certain crops. There is a knowledge gap between male and female water users. Agriculture is a versatile sector that can adapt to changing resources but communication between the water governing authorities and the farming community has been missing, particularly from women who are then further excluded from decision making.

Governance over municipal water use is not far from that of the agriculture sector. The municipal water sector lacks strong representation of male and female municipal water users who are given minimal involvement in decision making. Furthermore, the water utilities do not show strong interest in adopting demand management techniques and limit their demand management interventions to water efficiency campaigns. Lack of buy-in from water utilities and decision making based on multi-level stakeholders' engagement.

#### **3.2 Wastewater Reuse in Agriculture**

Jordan has been using treated wastewater in agriculture since the early 1980s. The National Water Strategy 2016-2025 states that all treated wastewater should be used for irrigation and the Ministry constructed wastewater treatment plants across the kingdom, making this vision a reality. Treated

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<sup>17</sup> [Analysis of Consumption Patterns in Agriculture: Market Systems Development Analysis.](#)

wastewater currently makes up 28.6% of the irrigation water in Jordan. Non-conventional water resources, such as treated wastewater, offset the country's dependence on freshwater, especially groundwater. However, current regulations and standards limit the direct reuse of treated effluent in agriculture to the irrigation of fodder crops and fruit trees. Although the generated effluent quality from most of the treatment plants in Jordan is suitable for restricted irrigation, the culture among farmers and decision-makers is to restrict use even further.<sup>18 19</sup>

### **3.3 Marginal Representation of Women in Agriculture**

Women in Jordan represent only 14.9% of the workforce – one of the lowest rates in the world. A recently conducted USAID private sector survey in Jordan found that 49% of the businesses (56% in agriculture) report that they do not hire women. This is despite the fact that women have a high rate of university enrollment.

According to a Gender Assessment<sup>20</sup> done under the USAID Water Innovation Technologies activity (WIT) social norms dictate a perception that women cannot go to a work site (a farm in this case). This perception affects all aspects of agribusiness advisory services (including private sector), on-farm work, and prevents women from accessing knowledge, markets, profit, or other resources. Advances have been made, though, as male farmers have started accepting technical advice from women. According to the same analysis, the difficulty women face in agriculture is of a social and technical nature, in addition to the gender gap. Issues of concern for women working in the farms include: personal safety, working conditions, family restrictions on women joining men on field trips or meeting farmers in the field; and women and men saying “field work is not women’s work”.

### **3.4 Incentives and Disincentives for Water Conservation**

Farms in the Jordan Valley are largely irrigated by surface water from the King Abdullah Canal. Farmers in other parts of the country, however, rely largely on groundwater abstraction from private wells. The Ministry of Water and Irrigation charges a licensing fee for these wells in addition to an abstraction tariff. The tariff for groundwater abstraction for agriculture is so low that it does not provide an incentive to farmers to conserve water. The cost of water is insignificant compared to other farm costs, such as energy and labor. In the groundwater-dependent farming systems of the highlands, donors and the government have communicated messages of water conservation by convincing farmers that less water use means less pumping which would also save the farmers money on their electricity bills. However, as farmers install photovoltaics in the northern highlands, they have changed this equation by reducing the cost of energy and thereby potentially freeing farmers from the biggest constraint to groundwater abstraction.

### **3.5 Inefficiency of Water Use in Agriculture**

While Jordan is one of the most water scarce countries in the world, in general, water use at the farm level does not reflect this scarcity. In a study conducted by the WIT Activity, farmers often over-irrigate their

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<sup>18</sup> [Quality Aspects of Domestic Water in Jordan.](#)

<sup>19</sup> [Wastewater Reuse in the Middle East: Policy, Legal, and Regulatory Framework - Jordan Assessment, July 2020.](#)

<sup>20</sup> [USAID Water Innovation Technologies Gender and Youth Assessment in Agriculture.](#)



crops by two to five times the actual crop water demand.<sup>21</sup> There are a number of reasons for this, including poor irrigation system design, as well as a general lack of knowledge on the part of farmers as to their crops' actual crop water requirements. Jordan's National Agriculture Research Center (NARC) and researchers at various Jordanian universities focus on the issue of water conservation; however, capacity to disseminate this research is limited. Agronomy programs that are focused on irrigation represent a small part of the curriculum and are outdated in their approach. As a result, most agronomists who graduate with a degree in agricultural engineering in Jordan are ill equipped to promote water conservation practices. Jordan's public agriculture extension service has a narrow reach that is understaffed and underfunded. Irrigation suppliers, who have a market incentive for promoting water conservation, are passive in their approach to supplying and selling irrigation equipment to farmers. There is little innovation and effort to promote new products and very limited technical support to farmers on how to improve their irrigation systems or ensure their crops are receiving the necessary water supply.<sup>22</sup>

Most farmers, both large and small scale, subsistence as well as commercial, working in a vacuum of information and support, have developed their own strategies to irrigate their crops, often without the most up-to-date information on best practices for irrigation. While some farms apply the latest technology and best practices, when it comes to efficient and conservation-based water management, they are the exception rather than the rule, and there is no avenue for scaling up such best practices in Jordan.

In general, Jordanian farmers operate individually and collaborate and exchange information informally. There are few current examples of private initiatives or of farmer cooperatives or associations that successfully bring farmers together to work collaboratively. As a result, many initiatives working in the agriculture sector struggle to resolve common issues that affect agricultural production and marketing. The lack of information and resources, including the dearth of private and public advisory services, makes it challenging for farmers to meet common standards for quality, aggregate products, or access post-harvesting and handling services.

### **3.6 Inefficient water use in the industrial sector**

The Jordanian industry sector relies mainly on freshwater resources and groundwater for the most part. With a persistent gap between water supply and demand, growth of firms across various industries is already being constrained. These constraints will become even stronger over time. Furthermore, the difficult economic and financial situation of the industrial sector in Jordan has prevented firms from making new investments to conserve or recycle water.

### **3.7 Inefficient Use of Water Resources at the Municipal level**

At the residential level, there are multiple challenges. While there are many companies that offer water saving devices for household use, not all of the products adhere to Jordanian or other recognized standards. In addition, most of these companies do not actively market them to consumers, who are unaware of the benefits of installing such products in saving water at the household or commercial property level. Households and the commercial sector do not have incentives to save water when tariffs are low. Streams of running water are a common sight as residents wash their cars, sidewalks, office and shop entrances.

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<sup>21</sup> [Simulation of Project Impact on Groundwater Resources Under Scenarios of Adoption of Water-Saving Technologies and Practices in Azraq and Mafraq, Jordan.](#)

<sup>22</sup> [Analysis of Consumption Patterns in Agriculture: Market Systems Development Analysis](#), December 2018.

## C.4 STATEMENT OF WORK

### 4.1 Market Systems Development Approach

The Contractor will implement this activity via a facilitative market systems development approach to increase water use efficiency and conservation. The market systems approach relies on an understanding of, and openness to, complex, constantly changing dynamics in the social, political, and economic realms, informed by close observation of local contexts and consultation with local actors including the public and private sector. This market systems framework implies a light-touch, facilitative approach to intervene where most needed, while not creating artificial market dynamics as a direct player. It also relies on push-pull thinking up and down the value chain to ensure improved water use efficiency and conservation. It entails working with the public and private sector to understand the dynamic nature of this market system and engaging with these stakeholders early in the process of developing this approach.

The constantly changing nature of market systems demands an agile implementing mechanism, in which USAID and the Contractor can respond to new information, challenges, and opportunities that arise after the initial contract is drafted. The Contractor must understand and fully adopt market system development and Collaboration, Learning, and Adapting (CLA) principles.

The market systems approach puts into practice the adaptive management outlined in USAID's recently revised Program Cycle guidance at <https://usaidlearninglab.org/program-cycle-overview-page> ). Three key principles of this guidance are:

1. Apply analytic rigor: Make strategic choices based on conclusions supported by evidence
2. Manage adaptively: Make adjustments in response to new information and context changes
3. Promote sustainability: Generate lasting changes that can be sustained by local actors.

In order to be responsive to complex and variable market conditions, the Contractor must build in feedback loops, moments for reflection by engaging with the public and private sector and have the ability to be flexible to adjust programming during implementation.

### 4.2 Overall Target, Outcomes, and Activity Components

**Overall Target:** The overall target is to save<sup>23</sup> 70 million cubic meters of water by the end of this five-year contract.

USAID aims to achieve this target through the five components and corresponding outcomes that are required under this contract as described below. USAID will not set specific targets for each of the outcomes in order to provide maximum flexibility to the Contractor to achieve the results in the most efficient manner across the outcomes and components. Specific activities and incremental milestones will be set through the annual work planning process, and the contractor will be expected to meet these

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<sup>23</sup> Water savings is related to a reduction in the amount of water that is lost due to a leak, illegal tapping, inefficient use, or other water losses, which has been reclaimed as a result of this Activity. For example, saved water refers to the water that is not pumped from aquifers due to improved efficiency of use or recycling.

milestones as it makes progress toward the contract’s overall target of saving 70 million cubic meters of water by the end of the five-year contract term.

The Contractor must employ a flexible, adaptive management approach, both across components and within each component, to achieve the desired outcomes and overall target. Only illustrative<sup>24</sup> interventions are specified as the Contractor is expected to study, pilot, and scale up interventions through continuous feedback loops and to capitalize on opportunities as they arise.

### **Component 1: Enhance the technical resources and skilled expertise surrounding irrigation leading to efficient and reduced water application in irrigated agriculture**

Under this component, the Contractor must build on USAID’s recent work under WIT with private sector actors<sup>25</sup> which provided technologies and after-market services to increase water efficiency in agriculture. The Contractor must use a market-based approach to both impact supply and demand. The Contractor must expand on methods to disseminate innovative technologies to increase agricultural water use efficiency by facilitating activities that target systemic changes.

The Contractor must generate demand for new irrigation advisory services, introduce new concepts of irrigation efficiency and technologies that defy existing beliefs and practices. The Contractor must cooperate with different market actors to change the consumptive behavior of the farmers, and not only focus on introducing technologies, but also to achieve scale in disseminating these technologies and practices. The Contractor must enable systemic changes via market systems promoting water conservation practices that generate success for farmers and the sector as a whole, while helping to conserve Jordan’s limited water resources for use by other sectors as well as for future use. Under this component, the Contractor must increase the technical capacity of the practitioners who work in the agricultural sector (e.g. farm labor, private sector field and sales personnel, public sector extension workers).

The Contractor will be expected to leverage cooperation with different market actors, including governmental actors, as a means to provide technical expertise in agricultural water management following the same market systems development methodology as with the private sector. The Contractor must work with local actors to establish improved channels between the Ministry and farmers for communication and decision-making for conserving water in the agriculture sector.

The Contractor must seek to engage women and youth to the extent possible, including increasing technical knowledge capacity building, awareness raising and consultations. This should include women and youth at all levels; agricultural workers, farmers, decision-makers and practitioners.

The following is a list of illustrative activities under this component:

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<sup>24</sup> Illustrative interventions are provided as suggestions for consideration and are not required. The Contractor may wish to develop and implement some of these interventions, but are not obliged to implement them. USAID aims to achieve the overall target through the contract’s components and outcomes, and is flexible in terms of the specific interventions utilized to achieve them. Specific activities to be implemented under the contract will be agreed upon through annual work planning.

<sup>25</sup> Analysis of Consumption Patterns in Agriculture: Market Systems Development Analysis, December 2018. WIT conducted another assessment for the municipal water users under the title “Gender and Youth Action Plan for Water Innovation Technologies (WIT), October 2017.

- a) Provide technical assistance to local and international irrigation equipment suppliers and build their capacity to provide technical advisory services to enable them to implement activities to promote water-saving technologies to farmers to increase water efficiency and conservation in agriculture.
- b) Create an apprenticeship program in cooperation with a training provider or educational institution and other concerned stakeholders (e.g. the Ministry of Labor, the Vocational and Technical Skills Development Commission) for current and future agriculture technicians that adheres to sector-specific and national standards. The program must center around the efficient use of resources, particularly water.
- c) Develop a market for advisory services, including increased participation of women and youth, that promotes water conservation and efficiency.
- d) Increase the availability of information and technologies that support water efficiency, improve irrigation management, and inform municipal water use.
- e) Understand and change farmer behaviors around water conservation in agriculture.

### **Outcome 1: Efficient and reduced water utilization in irrigated agriculture**

Building on the recent work that USAID established with the private sector market actors, the Contractor must facilitate access to technologies and after-market services using a Market Systems Development approach that increases the efficiency of water use by farms. Evidence that this approach is successful will be the reduced abstractions of water by private agricultural wells. The Contractor must expand and build on these methods and use systemic change to induce wide scale adoption of water-saving technologies and practices by Jordan's commercial agricultural sector and to disseminate innovative technologies. In addition, the Contractor must bridge the gap in knowledge and farmers' lack of access to trustworthy technical information.

### **Component 2. Support the Government of Jordan to reduce reliance on groundwater and explore other sources of water**

The Contractor must support the GoJ to design and implement policy and regulatory incentives that promote water efficiency and conservation in agriculture. The Contractor must foster cooperation between the Ministry of Water and Irrigation and other governmental and non-governmental actors in the water sector and in other tied sectors, especially the Ministry of Agriculture and the National Agricultural Research Center. This is particularly important in light of the Ministry of Agriculture's eagerness to expand agriculture under its food security action-planning. The Contractor must support GoJ to approach agricultural land use planning strategically, to plan for future agricultural land development where the water resources are sustainable (e.g. brackish and treated wastewater), to evaluate the current agricultural areas in light of the status of water resources, and to develop scenarios for future agricultural development including plans to substitute groundwater as the main source of future and existing agricultural investments with treated wastewater. In some situations, water conservation may be a by-product of saving other resources such as energy. Incentives must be built into the water sector as much as other sectors (e.g. agriculture, energy, environment, finance) to ultimately result in water conservation.

The following are illustrative activities that may be considered under this component:

- a) Support GoJ to develop and implement partnership programs with the private sector to reduce agricultural water consumption and increase the efficiency of water utilized by farming. Activities that tie the public and private sectors are to be designed with an eye on the long-term vision of

monitoring and conserving water resources conducted by the Ministry of Water and Irrigation combined with the flexibility and creativity provided by the private sector.

- b) Facilitate communication between the Ministry of Water and Irrigation and male and female farmers through stakeholder consultations to increase the GoJ's ability to develop incentive schemes that address the needs of users and to increase its ability to enforce the laws and regulations that govern groundwater-dependent irrigated agriculture. The dialogue is a tool to disseminate and deliberate different issues related to water with male and female users and stakeholders such as regulations, pricing and others.

### **Outcome 2: Increased ability of the GoJ to manage and plan irrigated agriculture**

The Contractor will enhance GoJ's capacity to manage agricultural water consumption and improve its ability to reduce agriculture's reliance on fresh surface and groundwater resources by substituting them with water of marginal<sup>26</sup> quality.

### **Component 3: Advance private sector participation to reduce industrial water consumption**

The Contractor will work with the private sector to reduce the reliance of selected firms and industries on freshwater resources by way of conservation or wastewater reuse. To achieve that, the Contractor must work with governmental and nongovernmental stakeholders along with the private sector (including industry owners and operators) to advance policies and investments to reduce freshwater consumption by industries. For this purpose, the Contractor must review existing legislations and regulations and propose amendments as needed to facilitate the utilization of treated wastewater for industrial purposes. The Contractor must also consider environmental compliance measures to create a favorable environment for private sector participation to increase the efficiency of water use in industries.

The following are illustrative activities that may be considered under this component:

- a) Partner with firms and industries willing to invest their own resources to improve water conservation and/or water recycling and reuse.
- b) Encourage private sector partnerships to expand on-site treatment of water discharged from the industry.
- c) Provide technical assistance and incentives to encourage re-engineering and re-design of industry processes to increase water use efficiency.
- d) Facilitate private sector demand for and access to treated wastewater from centralized wastewater treatment plants to replace the use of freshwater.
- e) Improve the governmental regulatory framework to promote the involvement of the Jordanian private sector to achieve water conservation and efficiency in the industrial, commercial or agricultural sectors.

The contractor must pursue an entrepreneurial, facilitative approach that provides targeted and strategic financial incentives to encourage investments by private sector firms that will result in substantive water savings. The contractor should consider to utilize gender-sensitive approaches and promote gender equality practices within the private sector firms and industries as well as innovative ways to strengthen and expand private sector engagement as applicable.

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<sup>26</sup> [Water of marginal quality is defined as that coming out from urban and semi-urban areas, and saline and sodic agricultural drainage surface and groundwater.](#)

### **Outcome 3: Advanced private sector participation in industrial water conservation**

USAID is looking to facilitate and further encourage partnerships with the private sector in the efficient management and conservation of fresh water used in selected industries which are high consumers of water. The contractor will explore opportunities to increase the use of recycled water as a substitute for freshwater in industries. The contractor will also explore new and innovative partnerships with private sector companies willing to invest in water conservation and/or water recycling and reuse technologies. Through working with the GoJ, the Contractor will contribute to enhancing the enabling environment for private sector companies to flourish.

### **Component 4. Expand the use of treated wastewater in irrigated agriculture across the kingdom**

The Contractor must implement activities that aim to increase the Ministry of Water and Irrigation's ability to expand and develop the safe and efficient use of treated wastewater in agriculture to reduce the pressure on freshwater resources. Under this component, the Contractor must support the GoJ to augment the share of agriculture irrigated with treated wastewater effluent where possible. The Contractor must execute this component in collaboration with the different market actors, and in coordination with other USAID activities working in this domain such as the Water Governance Activity (WGA), Jordan Water Infrastructure (JWI), Management Engineering Services Contract (MESC) and Water Engineering Services (WES) and in consultation with relevant stakeholders like the Ministry of Environment (MoEnv), the Ministry of Health (MoH), the Ministry of Agriculture (MoA), the Water Users Associations (WUAs), and the Jordan Standards and Metrology Organization (JSMO) and relevant civil society organizations. Other donors are very active in the field of wastewater treatment and reuse; therefore, the Contractor will work among others with the German development agencies (GIZ and KFW), the Agence Française de Développement (AFD) and the Japan International Cooperation Agency (JICA).

The following are illustrative activities for this component:

- a) Increase social, cultural, and religious acceptance of the use of treated wastewater among the different users, particularly the male and female farmers and consumers. Acceptance is to be accompanied and supported by scientific research, which must also be part of the proposed methodology.
- b) Increase demand of treated wastewater by farmers, especially in the vicinity of wastewater treatment plants, and provide technical support to use it in a safe manner in cooperation with JSMO, MoH, MoA, the Jordan Valley Authority and MWI, taking into consideration the fluctuation in the demand during the winter season to ensure safe storage and/or discharge.
- c) Support existing and new national programs and mechanisms that monitor effluent quality and the end uses of treated wastewater, including the identification, development and implementation of response plans and risk monitoring in the case of emergencies such as changes in effluent quality and quantities (mainly during the winter season).

### **Outcome 4: Increased capacity of farmers and the GoJ to augment the reliance on treated wastewater for irrigation purposes**

USAID aims to reduce agriculture's reliance on water resources, especially groundwater. To do so, the Contractor must support the GoJ to revise existing policies,<sup>27</sup> standards, and regulations that dictate the

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<sup>27</sup> [Standards, Results Based Action Plan by the USAID Water Management Initiative \(WMI\), and the Ministry of Water and Irrigation Water Substitution and Reuse Policy of 2016](#)

use of treated wastewater in Agriculture. The Contractor must support the ministry to increase both male and female farmers' ability to use water for irrigation directly for their crops by measures like supporting GoJ to amend or review related policies, standards, and regulations such as the Jordan Reclaimed Water Standard (JS 893/ 2002) and/or others if necessary. The Contractor must couple that support with the provision of a technical assistance program that encompasses a robust research and information stock-taking activity, in addition to the implementation of a communications and behavioral change program targeted at male and female farmers and consumers to increase the appeal of these crops irrigated by treated wastewater.

### **Component 5: Explore efficient use of water conservation in the municipal sector**

Under this component, the Contractor must work with the GoJ in cooperation with other stakeholders and market actors through a facilitative, market systems approach, to increase water conservation and efficiency at the municipal level in households, public, and commercial buildings.

The list below is a number of illustrative examples proposed for the contractor to achieve the outcome of this task:

- a) Explore new and innovative opportunities to save water in households while considering the main influencing factors (such as income level, water use practices, location and housing type) to water demand within the Jordanian setting. Several previous activities targeted the residential sector, therefore, the Contractor must conduct a thorough review of past experiences and come up with lessons learned as not to repeat interventions that had proven to be unsuccessful in the past.
- b) Conduct the required analysis for municipal water users that includes institutional and commercial facilities, worship facilities, education and touristic facilities, among others to identify potential sectors of priority that would benefit from water efficiency programs and yield significant water savings. The analysis must take into consideration gender and social differences. One or more additional sectors will be selected to be targeted with water efficiency programs. This task requires close coordination with the water utilities which will provide customer information data as well as their recommendations for potential additional sectors.
- c) Research local and international markets to develop a gender-sensitive list of technologies and best practices to be installed in the residential and the other selected sector(s) to achieve the most efficient use of water.
- d) Develop a list of gender-sensitive interventions in consultation with other stakeholders (including GoJ and targeted users). This list will be screened based on sector priorities, and performance of the selected technologies, such as residential water use saving technologies, rainwater harvesting and other types of unconventional water use.
- e) Design and implement an incentive scheme program in coordination with MWI and the water utilities to ensure the sustainability of these programs in the future.
- f) Strengthen linkages between the water utilities and the MWI and support enhanced coordination in water efficiency and conservation aspects.

### **Outcome 5: Efficient water use and opportunities for conservation in the Municipal sector are scaled up**

The Contractor must leverage the role of local market actors including the public and private sector, and bring forth gender-sensitive local solutions and ideas to increase water conservation and efficiency in municipal uses. As mentioned earlier, municipal water supply is water supplied to customers by the water utility, and therefore, constitutes mainly households, institutional, and commercial facilities, workshop

facilities, education and touristic facilities. In support of this Outcome, and in addition to household users, the Contractor must implement water conservation activities that target one or more other users of their choosing from the aforementioned. The exact municipal user(s) must be explored by the Contractor after the award and must be agreed upon by USAID. As a result of this outcome, availability of water supply is enhanced, water consumption is reduced and reliance on tanker water for domestic use is minimized.

#### **4.3 Grants Under Contract (GUC)**

The Contractor will implement grants under contract (GUC) to support the achievement of the components, outcomes and target described in C.4. The Contractor must tailor the GUC mechanism under this contract to increase private sector involvement in the water conservation efforts in cooperation with GoJ. The Contractor may use this mechanism to test technical water conservation solutions and test models of cooperation between the GoJ and the private sector. The Contractor will utilize GUCs in the implementation of the technical components and outcomes of WEC to:

- Increase private sector involvement in the water efficiency and conservation efforts in cooperation with the Government of Jordan (GOJ);
- Test technical water conservation solutions and practices;
- Support the creation and strengthen the market for inputs, technical assistance and extension services to conserve water;
- Build the capacity of the private sector to acquire funding, develop innovative solutions, and pitch these ideas to interested stakeholders;
- And otherwise increase the capacity of the grantees to address water conservation.

All grants issued under this GUC mechanism will require the USAID COR's prior written approval, in addition to any other approvals otherwise required by provisions on this contract. In implementing this GUC component, the contractor must comply with the limitations set forth in Section H.27 and other applicable contract requirements.

### **C.5 PROGRAM MANAGEMENT**

#### **5.1 Geographic Focus**

For agriculture, the Contractor will be expected to directly impact high water-use agriculture production zones, in addition to the zones that have the greatest potential to achieve sustainable water-savings through a market-based approach. The Contractor must select in collaboration with USAID the geographical areas it plans to impact based on its ability to achieve the greatest amount of savings in groundwater and overall system change in water management for conservation in agriculture. The Contractor must target areas where they expect that water conserved will not lead to expansion of agriculture. Targeted geographic areas are subject to USAID's approval in advance of implementation.

At the municipal level, the Contractor will select and justify its geographic focus based on the potential for achieving the greatest amount of water-savings and the potential to scale-up services and products to promote water conservation and efficiency. The Contractor may choose to select more than one location, if they believe and can prove that this approach will enable them to more effectively scale-up services and result in a greater volume of sustained water-savings.



At the governance level, the Contractor's activities will be expected to impact areas where there is a high level of groundwater abstraction<sup>28</sup> and where there is potential to reuse treated wastewater for agriculture.

The Contractor will work in geographic areas that are determined in consultation with the GOJ and approved by USAID.

## 5.2 Guiding Principles and Implementation Constraints

The Contractor will implement this contract under conditions where various challenges including limitations related to laws, rules, regulations, standards, technology, and other constraints. The Contractor must navigate these conditions in order to perform successfully. In addition to addressing the development challenges and achieving performance objectives, the Contractor must address and integrate each of the following requirements throughout:

**Private sector engagement and market systems approach:** USAID is committed to private sector led development, as a means to achieve locally sustained results. In December 2018, USAID released the [Private Sector Engagement Policy](#), which signals an intentional shift to pursue market-based approaches and mobilize private investment as a means to accelerate countries' progress in achieving economic growth and prosperity.

USAID must ensure that its [market systems development](#) in Jordan is not simply buying short-term results by subsidizing investors or other market actors to do things that are not sustainable even if they do show short-term results. Rather, USAID aims to identify and apply approaches where facilitative assistance can push beyond the transactional to the transformative, deepening and accelerating conservation-based water use practices that generate greater economic benefits while promoting sustainable water management practices.

While there are examples on the ground in Jordan of best practices, they are limited in scope and have not been scaled up. USAID/Jordan seeks to support market-based solutions that generate benefits for a broader group of actors, and result in adoption and scale up of practices, technologies, and incentives that will increase water efficiency and conservation.

**Competitiveness:** Competitiveness is a foundational concept to sustainable development impacts driven by market systems development and private sector engagement. The Contractor must stay cognizant of how to advance these approaches steeped in the business case for behavior change, and with an eye on how the use of subsidies within activities using these approaches can be catalytic or anti-competitive.

**Do no harm to agricultural private investments and economy:** The Activity must not be construed by any means as a tool to diminish the value of agriculture or its importance to the Jordanian society. That said, this Activity first and foremost advances water conservation and the Contractor must ensure interventions do not promote the creation of new agricultural demand points. Proposed interventions must also ensure the safety and integrity of all beneficiaries to minimize the harm they may inadvertently be caused through implementation of the activity, rather raise the efficiency of existing agricultural activity.

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<sup>28</sup> Ibid.

**Focus on systemic changes:** The Contractor must maintain focus on addressing root causes of constraints, as well as underlying incentives that are both significant yet amenable to change. Alleviating these particular constraints and aligning underlying incentives will allow for more sustainable, scalable, and systemic change to stimulate water efficiency and conservation among target groups in sectors to engage in the market system.

**Facilitation:** Facilitating change should be done through local systems.<sup>29</sup> The Contractor must follow a “light touch” to the greatest extent possible on the use of a facilitative approach that stimulates systemic change without taking a direct role in the market system. This will involve working through market participants and ensuring that they are drivers of the change process. Market systems development seeks to catalyze change in markets through market actors themselves, as opposed to having implementing partners directly deliver services that attempt to bridge market failures (e.g. extension services). Direct delivery impacts are difficult to sustain post-intervention and can displace market actors who should serve that market function. Therefore, the Contractor must emphasize the importance of using facilitation practices whenever possible. This will require supporting a mindset shift for those accustomed to thinking about direct outcomes and ownership of activities rather than indirect ripple effects and market-driven actions. Similarly, the Contractor will encourage the broad participation of local partners who self-select to engage throughout the life of the Activity. In addition to local actors, external market actors can be engaged to work in Jordan to catalyze the provision of new business models that include the provision of services and technologies currently unavailable in the Jordanian market. The Contractor should actively seek out the integration and benefit of marginalized groups, including women, youth, and those with disabilities into their participation in the private sector.

**Inclusion:** The Contractor must embed the ethos of inclusion throughout its work. Whether building on prior women’s economic empowerment theory and evidence, or engaging youth or persons with disabilities in meaningful and creative ways, the technical products will integrate inclusive development. In addition, the Contractor’s operations and methods should incorporate the capacity and tools to identify and address the factors that underlie marginalization. USAID recognizes that sometimes this means direct engagement with marginalized groups, but other times inclusion impacts may be created indirectly, with care to monitor actual results. USAID takes a broad view to inclusion and specific groups of interest can and should vary and intersect depending on context, including women, youth, and persons with disabilities.

**Local presence:** The Contractor must establish an in-country presence for all work performed under this contract. The in-country office will manage the staffing, logistics, administration, financial, and reporting tasks that this contract will require. In-country activity management will be provided by local project staff, who will ensure the requirements articulated in the SOW are fully met. Project management must include cost and quality control of all tasks and assignments undertaken to achieve the objectives of this contract. Staff employed under this contract must possess the requisite skills and experience for success in implementing the activities identified in this statement of work. The Contractor must consider the skill mix required to implement the components and achieve the components, outcomes and overall target stated herein. The Contractor must consider in its team structure the fact that different geographic areas are operated by different Ministries and utilities, and water sector systems are managed by different departments within the same Ministry and utility. The Contractor is required to organize its teams and to schedule the activities in the most cost-effective way to the project. The Contractor shall maximize the use of local staff as practicable as possible.

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<sup>29</sup> [Understanding Facilitation Briefing Paper: USAID Briefing Paper.](#)

### 5.3 Monitoring, Evaluation, and Learning

The Contractor's Monitoring, Evaluation, and Learning (MEL) achievements will center around progress in the objectives with annual work plans and targets, building upon previous years' accomplishments. The MEL Plan must take into consideration the measurable and verifiable set of deliverables that will be developed under each objective. USAID encourages innovative approaches to monitor and evaluate the Activity achievements. The MEL Plan will cover all years of programming and be reviewed, updated, and expanded each year as annual work plans are developed.

USAID/Jordan recognizes that the success of the Activity will depend on the contributions of actors directly and indirectly engaged with the project, as well as institutions and processes beyond the manageable interests of the Contractor. Changes in the local context may have implications for the achievement of results. Significant shifts within the system or the broader country context may require the adaptation of approaches and the revisiting of indicators to address these changes.

In addition to presenting a MEL Plan, the Contractor must implement a methodology, approved by USAID, that identifies the Contractor's approach to integrating monitoring, evaluation and learning throughout contract implementation, how they will capture how results are being achieved and how they will integrate the results of ongoing analysis as well as feedback from partners, stakeholders and beneficiaries into project implementation.

The MEL Plan must take into consideration the measurable and verifiable set of deliverables that will be developed under each objective. USAID encourages innovative approaches to monitor and evaluate the Activity achievements as part of the proposal.

**Collaborating, Learning and Adapting:** Just as supporting Collaboration, Learning and Adaptation (CLA) within USAID's portfolio is an objective, CLA must be embedded within the day-to-day work and operations of the activity, as CLA is crucial for the successful implementation of the Activity.

Adaptive management will require an intentional approach to making decisions and adjustments in response to new information and changes in context. The successful implementation of a market-based approach relies on quick feedback loops to identify the results of actions taken by the Activity, as well as the ability to generate lessons learned for pivoting towards successful actions and understanding what and why other actions have failed to deliver results. As such, data collection that will inform implementation decision points/milestones will be necessary throughout the life of the Activity, while leaving room for unexpected 'pause and reflect' moments prompted by contextual shifts and/or other triggers to occur outside what may be anticipated. In practice, the ability to promote internal reflection and learning within the implementation team as well as share lessons learned with other actors in Jordan and beyond are critical for promoting and demonstrating success as well as learning from failures. This can be done through products that may be written, audio-visual, community of practice meetings, or other formats that share back lessons learned through implementation.

### 5.4 Activity Indicators

A mix of quantitative and qualitative indicators will be used to measure the increase in support services, changes in perceptions, adoption of practices, and enforcement of regulatory frameworks. The following

are the indicators that the Water Efficiency and Conservation activity is expected to report on based on the CDCS illustrated above. People level indicators will be disaggregated by sex and age.

<p><b>IR 2.1: Jordan’s Ability to Meet Water Demand Improved</b> Cubic meters of water provided or saved as a result of USG assistance.</p>
<p><b>IR 2.2 Water Sector Governance and Management Strengthened</b> Number of policies, regulations and administrative procedures relating to water passed, or being implemented as a result of USG assistance.</p>
<p><b>IR 2.3: Water Use Efficiency and Conservation Expanded</b> Cubic meters of water saved annually from water-saving technologies or techniques as a result of USG assistance.</p>
<p><b>Sub-IR 2.3.1 Increased Awareness of the Importance of Water Conservation and Efficiency</b> Number of people educated on tools, approaches, and/or methods for water security, integrated water resource management, and/or water source protection as a result of USG assistance.</p>
<p><b>Sub-IR 2.3.2: Increased Adoption of Water Conservation Best Practices</b> Number of people in targeted areas who have retained the use of recommended water-saving technologies and techniques six months after intervention completion.</p>
<p><b>Sub-IR 2.3.3: Increased Adoption of Water-Saving Technologies</b> Number of adoptions of new technologies or techniques to save water or increase reuse of water.</p>
<p><b>IR 2.4: Inclusive Participation in Water Sector Decision-Making Increased</b> Number of people who participated in public-private dialogues surrounding water sector decisions.</p>
<p><b>Sub-IR 2.4.1 Increased Dialogue Among Water Users, Key Stakeholders, and the GoJ</b> Number of inclusive water sector public-private dialogues conducted.</p>
<p><b>Sub-IR 2.4.2 Increased Career Opportunities for Women and Youth in the Water Sector</b> Number women and girls benefitting from new or improved USG-supported social services targeted at women and girls. Number of youth and women with an internship or new or better employment in the water sector as a result of USG support.</p>

## 5.5 Communication and Outreach

Communication forms an integral part of any successful Activity. Marketing communication is often the largest component of communication, which may be projects, objectives, or specific products and services to investors, customers or the general public. Under this contract, communications must focus on customized messages, targeting customer groups or individuals to create high responses and greater brand interaction. The Contractor must provide technical expertise to support the water sector communication and outreach efforts, communication and outreach efforts, and the strategies employed must cover awareness, outreach and behavioral change on water scarcity, efficiency and conservation.

Communication platforms like Facebook, Twitter, Instagram, or other types of media have become extremely important means of communication. Although there are other methods of communications that are not just related to social media, people can also be hugely influenced by their peers, this process is known as social mediation. Marketing Communication Platforms have a powerful capability for personalizing and expending marketing contents in an automated fashion based on the profile of the recipients.

**[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 cognizant technical office 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.
- (d) 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 BRANDING AND MARKING POLICY**

All USAID-funded foreign assistance (including programs, projects, activities, public communications, or commodities) must be communicated, promoted, and marked as coming from the American People through USAID. Specific communications and promotion measures must be described in the “Branding Strategy” and “Branding Implementation Plan,” and specific marking will be described in the “Marking Plan” for the contract. Branding and marking under this contract should follow USAID Automated Directive System Chapter 320 Branding and Marking (ADS 320) guidance found at <https://www.usaid.gov/ads/policy/300/320>, and the USAID “Graphic Standard Manual” available at <https://www.usaid.gov/branding>.

### **D.3 BRANDING IMPLEMENTATION PLAN AND MARKING PLAN**

The contractor’s Branding Implementation Plan and Marking Plan for this contract will be finalized and approved by the Contracting Officer and incorporated into this award. The Branding Implementation Plan and the Marking Plan must comply with USAID’s branding and marking policy and guidance. The contractor will follow the approved plan during implementation of this contract unless a waiver is requested and approved. Guidance applying for waivers can be found at USAID Automated Directive Supplement Chapter 320, Branding and Marking.

**[END OF SECTION D]**

**SECTION E - INSPECTION AND ACCEPTANCE**

**E.1 NOTICE LISTING CONTRACT CLAUSE INCORPORATED BY REFERENCE**

The following contract clauses pertinent to this section 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” in Section I of this contract. See <http://www.acquisition.gov/browse/index/far> for electronic access to the full text of a clause.

FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)

NUMBER	TITLE	DATE
52.246-3	Inspection of Supplies-Cost Reimbursement	MAY 2001
52.246-5	Inspection Services-Cost-Reimbursement	May 2001

**E.2 INSPECTION AND ACCEPTANCE/RESPONSIBLE OFFICIAL**

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

USAID/Jordan  
Water Resources and Environment Office (WRE)  
Amman, Jordan

or at any other location where the services are performed and reports and deliverables or outputs are produced or submitted. The COR listed in Section G has been delegated authority to inspect and accept all services, reports and required deliverables or outputs.

In accordance with the clause of this contract entitled — Inspection of Services – Cost Reimbursement, (FAR 52.246-5), the Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

**[END OF SECTION E]**

**SECTION F - DELIVERIES OR PERFORMANCE**

**F.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE**

The following contract clauses pertinent to this section 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” in Section I of this contract. See <http://acquisition.gov/far/index.html> for electronic access to the full text of a clause.

FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)		DATE
NUMBER	TITLE	
52.242-15	STOP-WORK ORDER ALTERNATE I (APR 1984)	AUG 1989

**F.2 PERIOD OF PERFORMANCE**

The period of performance for this contract is five years from [TBD] to [TBD].

**F.3 PLACE OF PERFORMANCE**

The contract place of performance is in the Hashemite Kingdom of Jordan.

**F.4 AUTHORIZED WORK WEEK**

The Contractor is authorized up to a five-day workweek for long-term staff. A six-day workweek may be authorized for short-term advisors in the field with prior written approval by USAID’s Contracting Officer Representative (COR). No overtime or premium pay is authorized under this contract.

**F.5 KEY PERSONNEL**

1. The key personnel whom the contractor must furnish for the performance of this contract are:

POSITION	NAME
1. Chief of Party (COP)	[TBD]
2. Deputy Chief of Party (DCOP)	[TBD]
3. [TBD - to be completed at the time of the award]	[TBD]
4. [TBD - to be completed at the time of the award]	[TBD]
5. [TBD - to be completed at the time of the award]	[TBD]



2. The key personnel specified in this contract are considered to be essential to the work being performed. USAID reserves the right to adjust the level of key personnel during the performance of this contract. Prior to removing, replacing or diverting any of the specified individuals, the Contractor must immediately notify both the Contracting Officer (CO) and Contracting Officer Representative (COR) reasonably in advance and will submit written justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the program. No replacement of key personnel will be made by the Contractor without the prior written approval of the CO.
3. Requirements and Qualifications:

The following are descriptions of the roles and required qualifications for the COP and DCOP:

**Chief of Party (COP):** The COP will be responsible for the overall management and implementation of the activity and will serve as the primary point of contact with USAID/Jordan. S/he will provide overall leadership and manage the Contractor's efforts to achieve the activity results. S/he will guide day-to-day implementation and management to ensure timely, relevant, high-quality services of the contract. The COP must be an employee of the prime Contractor rather than a subcontractor. The Chief of Party must meet the following minimum requirements:

- S/he must have a Bachelor's degree. A Master's degree is preferable but not required.
- S/he must have at least 10 years of professional experience in the design and management of international development projects of a similar budget and level of complexity related to natural resources. At least 5 years of that experience must be in the water sector in a leadership role, preferably in the governance of water resources and water demand management and conservation. Experience in Market Systems Development in an environmental context is strongly preferred.
- S/he must demonstrate professional experience in technical skills related to the water sector, and management skills, communication, presentation, teamwork, and interpersonal skills.
- S/he must demonstrate intellectual leadership and the management skills necessary to develop, articulate, and implement the vision for this activity, and the ability to build networks that can provide synergies and sustainable solutions. This will involve heavy coordination and interaction with a range of stakeholders such as numerous GOJ institutions and senior-level national and country-level government officials. S/he must be fluent in spoken and written English.

**Deputy Chief of Party (DCOP):** The DCOP will support the COP in the management and implementation of all aspects of the Activity and will contribute to the design and development of the activity interventions. S/he will support technical implementation, maintain communication, teamwork, and interpersonal skills and oversee project operations and progress, including grants management, progress reporting, deliverables submission, and administrative topics. S/he will guide day-to-day implementation and management to ensure timely, relevant, high-quality services of the contract.

- S/he must have a Bachelor's degree.
- S/he must have at least 7 years of professional experience working on international development projects of a similar budget and level of complexity related to natural resources.

At least 5 years of that experience must be in a similar leadership position. Experience in water conservation in agriculture is preferred.

- S/he must have demonstrated experience in Market Systems Development projects, preferably related to natural resource management. Experience in working with capacity development, stakeholder engagement, and institutional strengthening in the water sector is preferred.
- S/he must demonstrate professional experience in technical skills related to the water sector and management, communication, presentation, teamwork, and interpersonal skills.
- S/he must be fluent in spoken and written English. Arabic speakers are encouraged.

## **F.6 REPORTING REQUIREMENTS**

In addition to the requirements set forth for submission of reports in Sections C, H and I , and in accordance with AIDAR clause 752.242-70, Periodic Progress Reports, the Contractor must submit reports, deliverables or outputs to the COR as further described below. All deliverables and reports require the COR’s approval in writing.

The following are the reporting requirements. The Contractor must check both this Section (F) and Section (C), to ensure that all reporting and deliverable requirements are addressed. All reports and other deliverables must be in the English language, unless otherwise specified by the COR. The reports must be concise and focus on the progress obtained, problems identified, and measures proposed to overcome such problems. The reports must outline implications of any developments that might have a bearing on the overall achievement of the program’s goals. Where a number of days are indicated, the days are stated as calendar days unless otherwise specified.

The table below lists the mandatory administrative reports.

<b>Report</b>	<b>Frequency/ Due date</b>	<b>Due to</b>
1. Activity Monitoring, Evaluation and Learning (MEL) Plan		COR
a. Theory of Change	a. Within 60 days of the effective date of the award	
b. Draft MEL Plan	b. Within 90 days of the effective date of the award	
c. Final MEL Plan	c. Within 120 days of the effective date of the award	
2. Annual Work Plan(s)		COR
a. Draft Year 1 AWP	a. Within 45 days of the effective date of the award	
b. Final Year 1 AWP	b. Within 15 days of receiving USAID’s feedback	

c. Draft Year 2-3 AWP	c. September 1 for the following fiscal year	
d. Final Year 2-3 AWP	d. Within 15 days of receiving USAID's feedback	
3. Climate Risk Screening	Within 90 days of the effective date of the award	COR
4. Environmental Mitigation and Monitoring Plan (EMMP)	Within 90 days of the effective date of the award	COR
5. Grants Manual	Within 60 days of the effective date of the award	CO & COR
6. Monthly LOE Report	On the fifth day of each month	COR
7. Quarterly Reports	Within 15 calendar days after the end of each quarter	COR
8. Annual Reports	Within 15 calendar days after the end of each fiscal year	COR
9. Final Report		COR
a. Draft Final Report	a. Within 45 calendar days prior to contract completion date	
b. Final Report	b. Within 15 calendar days prior to contract completion date	
10. Other Reports	As determined by the COR	COR
11. Closeout plan	Six months prior to contract completion date	CO & COR

<p><b><u>Other Required Reports:</u></b></p> <p>a. Annual Report of Non-Expendable Property</p> <p>b. Report on Foreign Tax</p> <p>c. Submission of Datasets to the Development Data Library (DDL)</p> <p>d. Submission Requirements for Development Experience Documents (Sept 2013)</p>	<p>a. In accordance with FAR 52.245-1</p> <p>b. In accordance with AIDAR 752.229-71</p> <p>c. In accordance with ADS 302.3.5.21 Submission of Datasets to the Development Data Library (DDL) (October 2014)</p> <p>d. In accordance with AIDAR 752.7005</p>
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## **1. Activity Monitoring, Evaluation & Learning (MEL) Plan**

The Contractor is required to submit for COR approval an Activity Monitoring, Evaluation & Learning (MEL) Plan for the life of the Activity based on its proposed MEL strategy for collecting, evaluating and validating data which will be used to measure overall progress towards Mission goals. The draft Activity MEL Plan is due to the COR within 90 calendar days of the award, with a final version due to the COR within 120 calendar days of the award. All aspects of the MEL Plan should be in line with USAID's ADS 201 on assessing and learning and adhere to the following:

- Activities must have an approved Activity MEL Plan in place before major implementation actions begin. The COR will work with the Contractor and the Mission's Monitoring and Evaluation (M&E) Specialist(s) to ensure that the Activity MEL Plan is consistent with/and meets the data collection needs of the Mission's Performance Management Plan (PMP), and the Mission's annual Performance Plan and Report (PPR).
- Within 60 calendar days of contract award and prior to submitting the Activity MEL Plan, the Contractor should submit a theory of change describing the causal and logical relationships between different levels of results, along with the associated interventions, indicators and other performance data, and critical assumptions under each result.
- The MEL Plan should include a narrative that clearly articulates the activity's theory of change, describing the causal and logical relationships between different levels of results, along with the associated interventions, indicators and other performance data, and critical assumptions under each result. The MEL Plan should also present a logic model that illustrates these results, the causal and logical relationships between them, and the indicator and other performance data required to measure each.
- The MEL Plan should include approaches for a systematic, intentional, and resourced approach to a strategic collaboration, continuous learning and adaptive management. In developing the MEL Plan, the Contractor should identify and describe: learning objectives with corresponding information needs; strategic opportunities to "pause and reflect" and coordinate and collaborate with stakeholders; approaches for regular learning to address the identified learning objectives; plans for documenting the knowledge and learning from these opportunities, and disseminating findings; resources (financial and human resources as well as tools) needed to implement learning approaches; and approaches to adapting/adjusting implementation and programming as a result of this learning.
- The Contractor will develop performance indicators and establish baselines and targets for output, outcome, and impact level monitoring, as well as benchmarks for performance over the life of the activity. The baselines and targets will be developed with oversight from and in coordination with the Mission's Program Office and MEL contractor. The MEL Plan should also contain metrics for the sustainability of successful interventions introduced with activity support. The COR will provide a list of Mission PMP indicators required for the activity. The MEL Plan must include the required Mission PMP indicators along with any others being proposed by the Contractor that are deemed necessary or useful in measuring progress against the overall goal and project objective(s). Selected indicators should be a combination of performance and context indicators. Contractors should be strategic in their selection of additional indicators to ensure an appropriate balance between required data and the resource costs of data collection, analysis and reporting. The MEL Plan must include quarterly and/or annual targets, as per the indicator

requirements, necessary to reach the life of project targets identified by the Mission for required Mission indicators and identified by the Contractor for all other indicators. USAID criteria for selecting performance indicators is that they be direct, objective, practical, adequate, management useful and reflect progress toward achieving results, and, to the extent possible, be attributable to USAID. Performance data must meet reasonable quality criteria of validity, reliability, timeliness, precision and integrity. The Contractor and USAID will agree upon the final choice of performance indicators useful for timely management decisions and credibly reflecting the actual performance of the activity.

- USAID/Jordan may require the Contractor to track and report on additional performance indicators subject to changing of Agency guidance and/or the requirements of specific funding sources and the Mission's own Performance Management Plan (PMP).
- The Contractor must collect, analyze, and submit to USAID data disaggregated by sex and geographic location as applicable. To ensure that USAID assistance makes the maximum optimal contribution to gender equality, engaging youth and Persons With Disabilities (PWD), as well as the private sector. Performance management systems and evaluations must include gender-sensitive indicators and sex-disaggregated data when applicable and feasible; M&E plans should also capture proposed actions that will address any identified gender-related issues. Geographic disaggregation is required to the first administrative level at a minimum; in Jordan this corresponds to the governorate level. The Contractor should also consider including other relevant disaggregations for indicators – for example, age and type of institution.
- The MEL Plan must also include, in consultation with USAID, agreed-upon planned internal and external evaluations and evaluation questions that are salient to the implementation, adaptation or review of the activity in line with the USAID Evaluation Policy. The MEL Plan should demonstrate how the timing and content of evaluations and questions will: help clarify and focus activity objectives; serve as an early warning system, forecasting, and reporting tool; promote on-going discussions pertaining to activity scope and direction; and aid in effective management and decision-making.
- The MEL Plan must also include an explanation of the monitoring approach and estimated resources required to successfully implement the MEL Plan. This will be done through describing the Contractor's M&E system, including policies and procedures for how data and information will be collected, analyzed, and used; methodology of establishing baselines and targets; staffing/expertise, roles and responsibilities for the management and implementation of the MEL Plan; systems (automated or other) where data will be collected and stored; resources for M&E functions; procedures for communicating with USAID; means of adapting and learning; schedule for M&E functions, such as reporting performance data, assessing progress and making adjustments if needed; etc.
- Reporting on performance indicators will be done through the Mission's performance management information system, which is currently DevResults.
- The MEL Plan must take into consideration the measurable and verifiable set of deliverables that will be developed under each objective. USAID encourages innovative approaches to monitor and evaluate the Activity achievements.

USAID/Jordan’s recommended Activity MEL Plan and other related M&E templates are available on <https://jordankmportal.com/>. The Contractor should check with the Program Office, through their COR, for further guidance, clarifications and applicable templates.

## **2. Annual Work Plans**

The work plans for all USAID/Jordan activities are aligned with the USG Fiscal Year Calendar (October 1 to September 30). The Contractor will submit its first work plan to the COR for approval within 45 calendar days of award. The first work plan will cover the period from the start date of the award until the end of the first USG Fiscal Year of the Activity – therefore the first work plan may cover less than twelve months depending on the date of Award. The COR will provide comments within 20 days to the Contractor and the Contractor will have 15 days to respond and make all requested changes, after which the COR will provide final approval within 15 days.

All subsequent work plans will be submitted to the COR no later than September 01 and will cover an entire Fiscal Year, i.e. October 1 to September 30. The COR will provide comments within 20 days to the Contractor and the Contractor will have 15 days to respond and make all requested changes, after which the COR will provide final approval within 15 days. All work plans must be developed in cooperation with the COR, other relevant USAID/Jordan activities, and other relevant stakeholders as designated by the COR.

The award will be guided by the Statement of Work (SOW) provided in Section C, which will provide an overall project ‘map’ that indicates the overall target, broad activities, components and expected outcomes for the five year timeline. Annual Work Plans (AWP) are developed yearly and include planned activities for the given year, timeframe, annual and incremental milestones, steps in implementation of activities, an itemized and detailed budget, review of the previous year’s accomplishments (if applicable), problems and challenges encountered in achieving specified results, proposed annual outputs, and progress towards achieving results. The AWP’s must also describe a plan and timeline for internal monitoring and evaluation that takes into account the PMP and the external monitoring and evaluation plan.

The first year’s AWP must also include an approach to gender issues to encourage equitable participation of women and men in priority settings. The Contractor will develop this approach by building on the existing gender analysis and policy prepared under the Water Innovation Technologies (WIT) Project and integrate interventions to address the findings from the gender analysis. Subsequent annual work plans should then reflect any updates to the analysis and planned interventions. Gender analysis should contain information related to as many of the five domains listed below as possible (ADS 205.3.2):

- Laws, Policies, Regulations, and Institutional Practices
- Cultural Norms and Beliefs
- Gender Roles, Responsibilities and Time Use
- Access to and Control over Assets and Resources
- Patterns of Power and Decision-making

It should also include discussion of gender issues that impact men and boys as well as women and girls. The proposed interventions, integrated in the work plan, should ensure equal participation of and benefit to male and female beneficiaries, and directly address the gaps identified in the gender analysis. The activity’s logic model and proposed indicators should reflect the gender-sensitive issues that the activity will impact.

The Contractor must ensure that the sustainability approach is integrated in the AWP after USAID-funded efforts end. The sustainability approach must address key sustainability challenges for key partners. It must detail a roadmap for how the Contractor will work with key partners during the program to address these key challenges.

Annual Work Plans must not deviate from contract requirements. All activities planned through this process must be in accordance with the contract Statement of Work and consistent with the approved budget for the contract. Inclusion of items in the AWP does not obviate the need to seek specific approvals from USAID when those additional approvals might be required by policy and regulation. Modifications to the AWP that respond to changed conditions may be proposed by the contractor and approved by the COR; however, in no case may any work plan activity deviate from the Statement of Work or contract terms.

**3. Climate Risk Screening:**

The Contractor must submit an activity-level, climate risk screening within 90 calendar days after the award of the contract for COR review and approval/and integrate a climate risk management plan as part of the annual work plans for moderate and high climate risks.

**4. Environmental Mitigation and Monitoring Plan (EMMP):**

The Contractor shall submit an EMMP to the COR within 90 calendar days after award of the contract. The EMMP shall describe how the contractor will, in specific terms, implement all IEE conditions that apply to proposed project activities within the scope of the award. The EMMP shall include monitoring the implementation of the conditions and their effectiveness.

**5. Grants Manual**

Within 60 calendar days of the award start date, the Contractor shall submit a Grants Manual to the COR and to the Contracting Officer for review. The Grants Manual will be approved by the Contracting Officer. The COR shall have the authority to approve the grant recipient selection. The Grants Manual must describe in detail the process for identifying, evaluating, vetting, awarding, and monitoring the Grants Under Contract component and comply with USAID's requirements set forth in Section C and H of this contract and in accordance with ADS 302.3.5.6.

**6. Monthly Level of Effort (LOE) Report**

The Contractor must submit to the COR a Monthly LOE Report on the fifth day of the month for the preceding month. The LOE report must at a minimum include:

- The overall number of professional technical LOE days under the contract (as allocated between prime contractor and subcontractor(s), if any).
- The professional technical LOE days billed to date.
- The professional technical LOE days billed to date.
- The remaining professional technical LOE days.
- The projected number of professional technical LOE days anticipated for the upcoming month.

**7. Quarterly Reports**

The Contractor must provide to the COR, within 15 calendar days after the end of each fiscal year quarter, a report on the activities undertaken during the quarter compared with the approved work plan. The report must be brief yet precise, description of the activities, with emphasis on issues that have arisen,

impacts made, constraints encountered, reasons and justifications for any delays on deliverables and suggestions for additional actions that might be taken. The quarterly report must include the Contractor's accrued expenditures. The report should contain an executive summary and the following, at a minimum:

- Summary of the results for the reporting period and key achievements.
- Quarterly data for the required Performance Indicators, as determined in the MEL Plan. Reporting will be done through the Mission's online performance management information system, which is currently DevResults. The Contractor will work with the COR and the Program Office to obtain access to the DevResults system and ensure proper structure of the system as necessary for their activity.
- Any implementation problems as well as proposed corrective actions and the costs associated with the delay.
- Cross-cutting issues considerations in implementation and performance during the quarter should be specified and included as annexes. At a minimum, cross-cutting issues should include: gender; youth; disabilities; institutional strengthening and local capacity building; policy reforms; science, technology and innovation.
- Documentation of challenges, lessons learned and best practices.
- A copy of a report generated by the Agency's Training and Exchanges Automated Management System (TEAMS).
- List of geographic data related to where interventions are being implemented.
- List of completed assessments, evaluations, plans and studies concluded during the reported period.
- List of completed and planned upcoming events (national and sub-national meetings, seminars, training sessions, conferences, and others; international consultant visits; and meetings with key GOJ officials and decision-makers), with dates.
- Environmental Status Report (ESR) section based on the approved Initial Environmental Examination (IEE) and Environmental Monitoring and Mitigation Plan (EMMP); and
- List of staff and consultants with dates in/out of the country.

Quarterly reports should not exceed 30 pages. Annexes may be included if they support findings, conclusions, and recommendations of the core document.

The Contractor should consult the project COR for applicable templates. A copy of the Mission's recommended Quarterly Report Template is available at <https://jordankmportal.com/>.

#### **Geographic Data Reporting Requirements:**

Activity Location Data (coordinates): The Contractor shall submit Activity Location Data which indicates the geographic location or locations where an activity is implemented. All awards are required to collect and provide spatial data and use Geographic Information System (GIS) for spatial data development and reporting. The contractor must provide electronic primary data sets in accordance with the following Geographic Data formatting standards. Activity Location Data shall be submitted as part of the quarterly reports.

#### **Geographic Data Standards:**

- a. Geographic Data must be submitted in industry standard formats such as Shapefile (.shp) or GeoTIFF, or in a File Geodatabase, at a minimum data must be provided in an MS Excel sheet with latitude and longitude locations in decimal degree format.



- b. Geographic Data must be projected to the Geographic Coordinate System World Geodetic System 1984 (GCS WGS 1984). All data must use the World Geodetic System 1984 (WGS 1984) datum.

## **8. Annual Report:**

The fourth quarterly report shall also serve as the Annual Report and shall be submitted within 15 calendar days after the end of the first full USAID fiscal year and annually thereafter for each authorized year of performance. The Annual Report shall follow the same format as the quarterly report, but with additional focus on cumulative accomplishments, progress and problems toward achievement of results, performance measures, indicators and benchmarks tied to the Annual Work Plan and the Activity MEL Plan targets, for the quarter and the entire previous fiscal year, which runs from October 1 – September 30. In addition, the Annual Report must include an analysis of the performance indicators data and proposed revisions of annual target projections as needed. The report should contain an executive summary and the following, at a minimum, in addition to the quarterly report components:

- Qualitative and quantitative data required by USAID for the annual Performance Plan and Report (PPR) purposes, a brief listing of the project's major activities and successes during the year; knowledge sharing and learning activities; information on training activities; during the fiscal year; and contributions to cross-cutting issues as specified by the Mission.
- Details on any impediments faced in implementing the strategies developed.
- An assessment of the sustainability of any activities supported through this project.
- An assessment of current conditions in each of the key component areas.
- List (and links) of all final and approved reports and data that were submitted during the fiscal year to the Development Experience Clearinghouse (DEC) [<https://dec.usaid.gov/dec/home/Default.aspx>], USAID's Development Data Library (DDL) website [<http://www.usaid.gov/data>], and the USAID/Jordan Knowledge Management Portal (KaMP) [<https://jordankmpportal.com/>] as applicable. These reports include: assessments, evaluations, studies, development experience documents, technical and consultant reports, quarterly and annual reports, media products, training manuals, databases and datasets, geo-coded data or other GIS related data (i.e. shape files and mapping files), computer software programs, videos and other intellectual deliverable materials required under the Contract Schedule.
- Documentation of best practices that can be taken to scale.
- ESR section based on the approved IEE, EMMR and EMMP.

Annual Reports shall not exceed 40 pages. Additional annexes may be included if they support findings, conclusions, and recommendations of the core document.

The Contractor should check with the COR for applicable templates or methodology of submitting reports and data to the DEC, DevResults, TEAMS, DDL website or USAID/Jordan online sharing portal (KaMP).

## **9. Final Report:**

The last Quarterly/Annual Report for the final year will also be the Final Report. The draft report, in English, is due 45 calendar days prior to completion of the award and a final version and electronic version (two print copies and an electronic version), 15 calendar days prior to completion of the award, per standard USAID/ADS.

The report will include the information required in the Quarterly and Annual Reports as well as:

1. Basic award information.

2. A description of the activity, the accomplishments and successes achieved during the award period in terms of the expectations of activity design and changes in the activity environment as well as any shortcomings and/or difficulties encountered.
3. An assessment of the progress towards achievement of the objectives or results, including gender aspects and other cross-cutting issues. This should clearly show how the award objectives have been accomplished or not and why.
4. A summary of performance indicators used and an assessment of their relative usefulness.
5. A summary of lessons learned and recommendations that might be relevant to programming, design and implementation of similar or follow-on activities.
6. Description of all entities and partners along with Jordanian non-governmental organizations with whom the Contractor worked and an evaluation of their strengths and weaknesses.
7. A list of all publications, evaluations, and media products that were sent to DEC during the life of the award.
8. Financial report showing, by line item, the amounts expended.

The Final Report will not exceed 40 pages. Annexes may be included if they support findings, conclusions, and recommendations of the core document.

The Final Report will be submitted to an agreed upon distribution list. This will include at a minimum the COR, FMO, the Agreement Officer (if requested), the Development Experience Clearinghouse (DEC) at <http://dec.usaid.gov>, and USAID/Jordan's online sharing portal (KaMP) at <https://jordankmpportal.com/>.

#### **10. Other Reports:**

During the life of the award, the Contractor may be required to prepare and submit to USAID other special reports concerning specific interventions and/or analyses. These requests will be in writing and will specify the due date. The substance of this reporting may include special award interventions (including short-term consultants reports detailing interventions and findings and making recommendations as appropriate), coordination with other USAID projects, USG agencies, or coordination with other donors (especially in light of alignment and harmonization of strategies and activities in support of a sector wide approach). USAID may also request the attendance of project staff to Partners' Meetings.

#### **11. Close-Out Plan:**

Six (6) months prior to the completion date of the contract, the Contractor must submit a close-out plan to the CO and COR. The close-out plan must include, at a minimum:

- a) Brief program summary and program timeline.
- b) Financial status report, including pipeline/timeline, expenditures to date by program element and projected funds to be de-obligated, latest NICRA or indirect cost rates, and anticipated balance of federal funds after expiration of the instrument.
- c) Review of contract files for audit purposes and final billing to USAID.
- d) A timeline for completing all required actions, including the submission date of the final property disposition to the COR.
- e) Phase out plan, including personnel subs and/or partnerships phase out.
- f) Dates for final delivery of all goods and services (including status of final report and other deliverables).
- g) Submission of reports and data to DEC, KaMP and DDL
- h) Final inventory of residual non-expendable property, which was acquired or furnished under the instrument.

- i) Status of all program audit reports per the award provisions, and final audit report timeline.
- j) A schedule to address office leases, bank accounts, utilities, cell phones, personnel notification, health insurance, outstanding travel, social payments, household shipments, severance for local staff (if appropriate), vehicle leases/disposition, phone subscriptions.
- k) Receipt of all final invoices; and
- l) Report on compliance with all local labor laws, tax clearances, etc.

The close-out plan must be approved in writing by the COR. All reports shall be submitted as indicated above per the approved format by USAID. Additional information regarding reporting shall be provided by the designated COR.

## **F.7 TEAMS AND USAID SPONSORED J-1 VISAS**

All host country nationals being funded fully, partially, directly, or indirectly by USAID must enter the U.S. on a J-1 Visa, regardless of the type or duration of the activity. In order to secure a J-1 visa, each participant must first secure a DS-2019 form (Certificate of Eligibility for Exchange Visitor J-1 Status). The Training and Exchanges Automated Management System (TEAMS) is the only means of obtaining a DS-2019 for USAID- funded Exchange Visitors.

USAID/Jordan delegates the TEAMS data entry, verification, and reporting responsibilities for exchange programs held in the United States to the Contractor (the R1 and R2 roles). USAID/Jordan's Program Office is responsible for the approval (the R3 role) of all U.S.-based training programs and participants that are funded by USAID. USAID/Jordan's CORs are responsible for working with the Contractor to ensure that all data is entered and approved appropriately and in a timely fashion in TEAMS. USAID/Washington is responsible for submission of the data (the R4 role) to SEVIS.

The Contractor must initiate the process for obtaining the requisite DS-2019 for their participant trainees and exchange visitors at least 45 calendar days before the start of the training or exchange program. The Contractor is responsible for delivering the DS-2019 form to the participant so that he/she can present it to the Consular Officer during their appointment for a J-1 visa at the U.S. Embassy consular section, or designated Consulate. The Contractor is also responsible for ensuring that the participants complete their program successfully and return to their home country. If the training or exchange program is cancelled after the issuance of the DS-2019 form(s), the Contractor is responsible for returning the unused DS-2019 forms to USAID's Program Office.

The Contractor is expected to liaise with the Program Office, through their COR, for further guidance, clarifications and applicable templates. This includes the process for rolling out TEAMS for their activity, roles and responsibilities for managing data in the system, and issuance of USAID sponsored J-1 visas.

The Contractor is expected to liaise with the Program Office, through their COR, for further guidance, clarifications and applicable templates. This includes the process for rolling out TEAMS for their activity, roles and responsibilities for managing data in the system, and issuance of USAID sponsored J-1 visas.

## **F.8 LANGUAGE OF REPORTS AND OTHER OUTPUTS**

All reports and other outputs must be in the English language, unless otherwise specified. See also AIDAR 752.211-70, Language and Measurement (June 1992), which is incorporated into this contract.

**F.9 AIDAR 752.242-70 PERIODIC PROGRESS REPORTS (OCT 2007)**

The contractor must prepare and submit progress reports as specified in the contract schedule. These reports are separate from the interim and final performance evaluation reports prepared by USAID in accordance with FAR 42.15 and internal Agency procedures, but they may be used by USAID personnel or their authorized representatives when evaluating the contractor's performance.

During any delay in furnishing a progress report required under this contract, the CO may withhold from payment an amount not to exceed \$25,000 (or local currency equivalent) or 5 percent of the amount of this contract, whichever is less, until such time as the contractor submits the report or the Contracting Officer determines that the delay no longer has a detrimental effect on the Government's ability to monitor the contractor's progress.

**F.10 AIDAR 752.7005 SUBMISSION REQUIREMENTS FOR DEVELOPMENT EXPERIENCE DOCUMENTS (September 2013)**

(a) Contract Reports and Information/Intellectual Products.

- (1) Within thirty (30) calendar days of obtaining the COR's approval, the contractor must submit to USAID's 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:

- (i) describe the planning, design, implementation, evaluation, and results of development assistance; and

- (ii) 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:

- (A) Time-sensitive materials such as newsletters, brochures or bulletins.

- (B) 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 COR, 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.11 PERFORMANCE STANDARDS**

The evaluation of the contractor's overall performance in accordance with the performance standards set forth in the resultant Performance Work Statement will be conducted jointly by the COR and the CO in accordance with the Contractor Performance Assessment Reporting Systems (CPARS) and will form the basis of the Contractor's permanent performance record with regard to this contract as required by FAR 42.15.

The Contractor's performance will be evaluated annually and at contract completion, utilizing the following factors:

(1) Quality

- (2) Cost Control
- (3) Schedule
- (4) Management
- (5) [reserved]
- (6) Regulatory Compliance

**[END OF SECTION F]**

**SECTION G - CONTRACT ADMINISTRATION DATA**

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

- (a) Claims for reimbursement or payment under this contract must be submitted to the Paying Office indicated in the schedule of this contract. The contracting officer's representative (CTO) is the authorized representative of the Government to approve vouchers under this contract. The Contractor must submit either paper or fax versions 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 dollar expenditures made during the period covered.

Electronic submission of invoices/vouchers is required. USAID will not be responsible for any hardcopy invoices/vouchers submitted. Submit invoices to the Office of Chief Financial Officer to this address: [AccountsPayableJordan@usaid.gov](mailto:AccountsPayableJordan@usaid.gov).

- (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:

[Document Number: XXX-X-XX-XXXX-XX]

Line item No.	Description	Amt. vouchered to date	Amt. vouchered this period
001	Product/Service Desc.	\$XXXX.XX	\$ XXXX.XX
002	Product/Service Desc.	XXXX.XX	XXXX.XX
Total		XXXX.XX	XXXX.XX

- (2) The fiscal report shall include the following certification signed by an authorized representative of the Contractor:

The undersigned hereby certifies to the best of my 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 instructions 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 provisions of all approvals of the Mission Director and the Contracting Officer which are required by the 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 entitled "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**

Ms. Camille Garcia  
Contracting Officer  
USAID/Jordan  
PO Box 354  
Amman 11118, Jordan

## **G.4 CONTRACTING OFFICER'S REPRESENTATIVE (COR)**

The COR for this contract is [TBD - to be completed at the time of the award] who shall provide technical oversight to the Contractor as the designated COR. The Contracting Officer shall issue a letter appointing the COR for the contract and provide a copy of the designation letter to the Contractor.

## **G.5 TECHNICAL DIRECTIONS/RELATIONSHIP WITH USAID**

- a. Technical Directions is defined to include:



- (1) Written directions to the Contractor which fill in the 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.
- 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 “Contracting Officer’s Representative” 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) Complete Contractor Performance Assessment Reports (CPARs) for award as required.
  - (7) Obtain necessary security clearance and appropriate identification if access to Government facilities is required.
  - (8) 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 task, delivery, or purchase orders) or amendments or modifications thereto, or in any way to obligate the payment of money by the Government. The COR may not take any action which may impact on the contract schedule, funds, scope or daily rates. All contractual agreements, commitments, or modifications which involve prices, quantities, quality, schedules shall be made only by the Contracting Officer.

- c. In the separately-issued COR designation letter, the CO designates an alternate COR to act in the absence of the designated COR, in accordance with the terms of the letter.

- d. 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 (FAR) and Agency for International Development Acquisition Regulation (AIDAR)). 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.
- e. Failure by the Contractor to report to the Contracting Officer, any action by the Government considered to be a change, within the specified number of days contained in FAR 52.243-7 (Notification of Changes), waives the Contractor’s right to any claims for equitable adjustments.
- f. In case of a conflict between this contract and the COR designation letter, the contract prevails.

**G.6 ACCEPTANCE AND APPROVAL**

In order to receive payment, all deliverables must be accepted and approved in writing by the COR.

**G.7 ACCOUNTING AND APPROPRIATION DATA**

[TBD - to be completed at the time of award]

**G.8 PAYING OFFICE**

The paying office for this contract is:

Financial Management Office (FMO) USAID  
USAID/Jordan  
PO Box 354  
Amman 11118, Jordan

Signed invoices must be submitted electronically by email to [AccountsPayableJordan@usaid.gov](mailto:AccountsPayableJordan@usaid.gov) with a copy to the COR.

**G.9 CONTRACTOR’S POINT OF CONTACT**

Contractor’s Primary Point of Contact and full contact:

[TBD - to be completed at the time of award).

Name: \_\_\_\_\_

Title: \_\_\_\_\_

E-mail: \_\_\_\_\_

Phone: \_\_\_\_\_

**[END OF SECTION G]**

## SECTION H: SPECIAL CONTRACT REQUIREMENTS

### H.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

The following contract clauses pertinent to this section 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” in Section I of this contract. See <http://acquisition.gov/far/index.html> for electronic access to the full text of a clause.

AIDAR 48 CFR Chapter 7

NUMBER	TITLE	DATE
752.7027	PERSONNEL	DEC 1990

### H.2 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 and 204 (<https://www.usaid.gov/sites/default/files/documents/1870/201.pdf>), which, in part, requires 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. The Contractor’s environmental compliance obligations under these regulations and procedures are specified in the following paragraphs of this contract.
- 1.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.
- 1.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.”).
2. An Initial Environmental Examination IEE No. ME-21-70 was approved for this activity on September 27, 2021. The IEE covers activities expected to be implemented under this contract. USAID has determined that a Negative Determination with conditions applies to one or more of the approved activities. This indicates that if these activities are implemented subject to the specified conditions, they are expected to have no significant adverse effect on the environment. The Contractor shall be responsible for implementing all IEE conditions pertaining to activities to be funded under this contract.

3. *[Reserved]*
- 4.a As part of its initial Workplan, and all Annual Workplans thereafter, the contractor, in collaboration with the USAID 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.
- 4.b If the Contractor plans any new activities outside the scope of the approved Regulation 216 environment 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.
- 4.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.
5. When the approved Regulation 216 documentation is (1) an IEE that contains one or more Negative Determinations with conditions and/or (2) an EA, the contractor shall:
  - a. Unless the approved Regulation 216 documentation contains a complete environmental mitigation and monitoring plan (EMMP) or a project mitigation and monitoring (M&M) plan, the Contractor shall prepare an EMMP or M&M Plan describing how the contractor will, in specific terms, implement all IEE and/or EA conditions that apply to proposed project activities within the scope of the award. The EMMP or M&M Plan shall include monitoring the implementation of the conditions and their effectiveness.
  - b. Integrate a completed EMMP or M&M Plan into the initial Workplan.
  - c. Integrate an EMMP or M&M Plan into subsequent Annual Workplans, making any necessary adjustments to activity implementation in order to minimize adverse impacts to the environment.
6. *[Reserved]*
7.
  - a A provision for sub-grants is included under this award; therefore, the Contractor will be required to use an Environmental Review Form (ERF) or Environmental Review (ER) checklist using impact assessment tools to screen grant proposals to ensure the funded proposals will result in no adverse environmental impact, to develop mitigation measures, as necessary, and to specify monitoring and reporting. Use of the ERF or ER checklist is called for when the nature of the grant proposals to be funded is not well enough known to make an informed decision about their potential environmental impacts, yet due to the type and extent of activities to be funded, any adverse impacts are expected to be easily mitigated. Implementation of sub-grant activities cannot go forward until the ERF or ER checklist is completed and approved by USAID. Contractor is responsible for ensuring that mitigation measures specified by the ERF or ER checklist process are implemented.

- b. For grants under contracts, an environmental review against 22 CFR 216 will be carried out to screen grant proposals to ensure the funded proposals will not result in adverse environmental impact, to develop mitigation measures, as necessary, and to specify monitoring and reporting. A Categorical Exclusion (CE) is recommended for interventions within any/all of the five components of this activity. We foresee interventions requiring research, studies and analysis, which fall under 22 CFR 216.2 (c)(2)(iii) and interventions involving the facilitation of meetings, workshops, and liaising with stakeholders, which fall within the exceptions identified in 22 CFR 216.2 (c)(2)(i).
- c. The Contractor will be responsible for periodic reporting to the USAID Contracting Officer's Representative, as specified in the Schedule/Program Description of this solicitation/award.

8.

- a. USAID anticipates that environmental compliance and achieving optimal development outcomes for the activities under this contract will require environmental management expertise. The Contractor will be required to implement environmental compliance and management, to include:
  - b. The contractor's approach to developing and implementing any required IEE, EA and/or environmental review process and/or an EMMP or M&M Plan, if required.
  - c. The Contractor's approach to providing necessary environmental management expertise.
  - d. The Contractor's budget for implementing and monitoring environmental compliance activities.

**H.3 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.4 EMPLOYMENT COSTS OF THIRD COUNTRY NATIONALS (TCNs) AND COOPERATING COUNTRY NATIONALS (CCNs)**

- 1. The following are unallowable costs for Third Country Nationals (TCNs) and Cooperating Country Nationals (CCNs) without a waiver approved by the Mission Director specifying that such costs are allowable for specifically named individuals:
  - a) Compensation, including merit or promotion increases, that exceeds the prevailing compensation paid to personnel performing comparable work in the cooperating country.
  - b) Payment of compensation to TCN and CCN employees in other than the currency of the local country; and

c) Allowances and Differentials.

2. The maximum prevailing compensation must be approved by the Contracting Officer and determined reasonable in comparison with the local market value.
3. The Contracting Officer will only determine the above costs to be allowable if and to the extent that the Mission Director approves such exceptions, and also subject to the usual considerations of reasonableness and allocability to the contract.
4. Even if the contract ceiling price is based on a cost proposal that estimated such payments, specific written approval and allowability determination from the Contracting Officer is required in order for such costs to be reimbursed under the contract.

**H.5 DEFENSE BASE ACT (DBA) INSURANCE**

- a) Pursuant to AIDAR 752.228-3 Worker’s Compensation Insurance (Defense Base Act), to obtain DBA insurance, contractors and subcontractors must apply for coverage directly from AON Risk Insurance Services (AON), the agent for Allied World Assurance Company (AWAC). For instructions on the required application form and submission requirements, contact the following office:

AON Risk Insurance Services West, Inc.  
 2033 N. Main St., Suite 760  
 Walnut Creek, CA 94596-3722  
 Hours: 8:30 A.M. to 5:00 PM, Pacific Time  
 Primary Contact: Fred Robinson  
 Phone: (925) 951-1856 Fax: (925) 951-1890  
 Email: [Fred.Robinson@aon.com](mailto:Fred.Robinson@aon.com)

- b) In compliance with new Agency guidelines, Contractors will be required to submit a copy of DBA coverage for which contract performance is to occur outside of the U.S. This document must be provided prior to the start of performance overseas.
- c) New Rates: There are three different rates depending on the nature of the services to be provided. If a contract contains more than one of the services listed, the premium will be distributed proportionally.

	Period of Performance	Services	Construction	Security Guards
Base Period	12/1/15 – 11/30/17	\$2.00	\$4.50	\$7.50
Option 1*	12/1/17 – 11/30/18	\$2.00	\$4.50	\$7.50
Option 2*	12/1/18 – 11/30/19	\$2.00	\$4.50	\$7.50
Option 3*	12/1/19 – 11/30/20	\$2.00	\$4.50	\$7.50
Extension	12/1/20 -- 5/31/21	\$2.00	\$4.50	\$7.50
Extension	6/1/21 -- 11/30/21	\$2.00	\$4.50	\$7.50

Extension      12/1/21 – 04/30/22      \$2.00      \$4.50      \$7.50 unless further revised

\*Note: Refer to AAPD 17-01 Revised for details on the rates for Option Periods.

#### **H.6      AIDAR 752.7032 INTERNATIONAL TRAVEL APPROVAL AND NOTIFICATION REQUIREMENTS (APR 2014)**

Prior written approval by the Contracting Officer (CO), 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 shall therefore present to the CO or COR, 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 advance of the proposed travel as possible, but in no event less than three weeks before travel is planned to commence. The CO's or COR's (if delegated by the CO) prior written approval may be in the form of a letter or maybe specifically incorporated into the schedule of the contract. At least one week prior to commencement of approved international travel, the Contractor shall notify the cognizant Mission, with a copy to the CO or COR, of planned travel, identifying the travelers and the dates and times of arrival."

#### **H.7      LOGISTIC SUPPORT**

The Contractor shall be responsible for furnishing all logistic support unless otherwise stated in the contract.

#### **H.8      AIDAR 752.222-70 USAID DISABILITY POLICY (DEC 2004)**

(a) The objectives of the USAID Disability Policy are

(1) to enhance the attainment of United States foreign assistance program goals by promoting the participation and equalization of opportunities of individuals with disabilities in 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 U.S. government agencies, host country counterparts, governments, implementing organizations and other donors in fostering a climate of nondiscrimination against people with disabilities; and

(4) to support international advocacy for people with disabilities. The full text of the policy paper can be found at the following website: [http://pdf.usaid.gov/pdf\\_docs/PDABQ631.pdf](http://pdf.usaid.gov/pdf_docs/PDABQ631.pdf)

(b) USAID therefore requires that the Contractor not discriminate against people with disabilities in the implementation of USAID programs and that it makes every effort to comply with the objectives of the USAID Disability Policy in performing this contract. To that end and within the



scope of the contract, the Contractor's actions must demonstrate a comprehensive and consistent approach for including men, women, and children with disabilities.

**H.9 AIDAR 752.209-71 ORGANIZATIONAL CONFLICTS OF INTEREST DISCOVERED AFTER AWARD (JUN 1993)**

a) The Contractor agrees that, if after award it discovers either an actual or potential organizational conflict of interest with respect to this contract, it shall make an immediate and full disclosure in writing to the contracting officer which shall include a description of the action(s) which the Contractor has taken or proposes to take to avoid, eliminate or neutralize the conflict.

b) The contracting officer shall provide the contractor with written instructions concerning the conflict. USAID reserves the right to terminate the contract if such action is determined to be in the best interest of the Government.

**H.10 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) U.S. government-owned excess property.

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

#### **H.11 AUTHORIZED GEOGRAPHIC CODE**

The authorized geographic code for the procurement of goods and services under this Contract is 937, which is the United States, the recipient country, and developing countries other than advanced developing countries, but excluding any country that is a prohibited source; or as specified in the Contract.

A list of developing countries is available at:

<http://www.usaid.gov/sites/default/files/documents/1876/310maa.pdf>

A list of advanced developing countries is available at:

<http://www.usaid.gov/sites/default/files/documents/1876/310mab.pdf>

#### **H.12 PROHIBITION OF ASSISTANCE TO DRUG TRAFFICKING**

USAID reserves the right to terminate this contract, to demand a refund or take other appropriate Measures if the Contractor is found to have been convicted of a narcotics offense or to have been engaged in drug trafficking as defined in 22 CFR Part 140.

#### **H.13 CONSENT TO SUBCONTRACT**

The Contracting Officer consents to award of subcontracts to the following firms for the products or services:

Subcontractor's Name	Services to be Performed
----------------------	--------------------------

[TBD - to be completed at time of award]

If other subcontracts are contemplated, the Contractor must request Contracting Officer consent pursuant to 52.244-2 and submit the information required by the aforementioned clause for any subcontracts requiring consent but not listed here. Subcontract consent, if required, must be obtained in writing in advance of issuing a subcontract that is not listed herein.

**H.14 LIMITATION ON ACQUISITION OF INFORMATION TECHNOLOGY (APRIL 2018) (DEVIATION NOs. M/OAA-DEV-FAR-20-3c and M/OAA-DEV-AIDAR-20-2c) (APRIL 2020)**

(a) Definitions. As used in this contract --

“Information Technology” means

(1) Any services or equipment, or interconnected system(s) or subsystem(s) of equipment, that are used in the automatic acquisition, storage, analysis, evaluation, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information by the agency; where

(2) such services or equipment are ' used by an agency' if used by the agency directly or if used by a contractor under a contract with the agency that requires either use of the services or equipment or requires use of the services or equipment to a significant extent in the performance of a service or the furnishing of a product.

(3) The term " information technology" includes computers, ancillary equipment (including imaging peripherals, input, output, and storage devices necessary for security and surveillance), peripheral equipment designed to be controlled by the central processing unit of a computer, software, firmware and similar procedures, services (including provisioned services such as cloud computing and support services that support any point of the lifecycle of the equipment or service), and related resources.

(4) The term "information technology" does not include any equipment that is acquired by a contractor incidental to a contract that does not require use of the equipment.

(b) The Federal Information Technology Acquisition Reform Act (FITARA) requires Agency Chief Information Officer (CIO) review and approval of contracts that include information technology or information technology services.

(c) The Contractor must not acquire information technology as defined in this clause without the prior written approval by the contracting officer as specified in this clause.

(d) Request for Approval Requirements:

(1) If the Contractor determines that any information technology will be necessary to meet the Government’s requirements or to facilitate activities in the Government’s statement of work, the Contractor must request prior written approval from the Contracting Officer.

(2) As part of the request, the Contractor must provide the Contracting Officer a description and an estimate of the total cost of the information technology equipment, software, or services to be procured under this contract. The Contractor must simultaneously notify the Contracting Officer’s Representative (COR) and the Office of the Chief Information Office at [ITAuthorization@usaid.gov](mailto:ITAuthorization@usaid.gov).

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

#### **H.15 CONFIDENTIALITY AND OWNERSHIP OF INTELLECTUAL PROPERTY**

All reports generated and data collected during this project shall 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 shall be considered confidential and proprietary.

#### **H.16 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 incorporated into this solicitation and any resulting contract(s).

#### **H.17 AIDAR 752.7013 CONTRACTOR-MISSION RELATIONSHIPS (OCT 1989) [DEVIATION #M/OAA/DEV-AIDAR-20-03c (JUN 2020)]**

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

(b) The Mission Director is the chief representative of USAID in the Cooperating Country. In this capacity, the Mission Director is responsible for both the total USAID program in the cooperating country including certain administrative responsibilities set forth in this contract, and for advising USAID regarding the performance of the work under the contract and its effect on the United States Foreign Assistance Program.

Although the Contractor will be responsible for all professional, technical, and administrative details of the work called for by the contract, it must be under the guidance of the Mission Director in matters relating to foreign policy. The Chief of Party must keep the Mission Director currently informed of the progress of the work under the contract.

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

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

(e) If it is determined, under paragraphs (c) and (d) above, that the services of such employee must be terminated, the Contractor must use its best efforts to cause the return of such employee to the United States or third country point of origin as appropriate.

[The following paragraph (f) is applicable if the contract is with an educational institution:]

(f) It is understood by the parties that the Contractor's responsibilities must not be restrictive of academic freedom. Notwithstanding these academic freedoms, the Contractor's employees, while in the Cooperating Country, are expected to show respect for its conventions, customs, and institutions, to abide by applicable laws and regulations, and not to interfere in its internal political affairs.

## **H.18 SOVEREIGN RELATIONSHIPS**

Both parties recognize the United States and the Hashemite Kingdom of Jordan have entered into a relationship governed by treaties and agreements that are, by the nature of bilateral relations between sovereign governments, senior to this contract. Therefore, the Contractor will not enter into any agreements, memoranda of understanding or other arrangements, binding or non-binding, directly or indirectly, with the Government of Jordan, without the express written consent of the Contracting Officer.

## **H.19 PRESS RELATIONS**

The Contractor shall coordinate all press inquiries and statements with the COR and USAID/Jordan's Office of Development Outreach & Communication (DOC). The Contractor shall seek approval from the

COR and the DOC before agreeing to or allowing staff to conduct interviews with the press. The Contractor shall not speak on behalf of USAID but will refer all requests for USAID information to the USAID DOC via the COR. The DOC's e-mail address is: AmmanDOCS@usaid.gov. All communication to the DOC must include the COR.

## **H.20 GOVERNMENT FURNISHED FACILITIES OR PROPERTY**

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

## **H.21 MEETINGS WITH GOVERNMENT OF JORDAN MINISTERS**

The Contractor must advise the COR in writing, no less than 72 hours in advance, of any meetings with Government of Jordan Ministers. The advisement must include:

- Project/Activity Name
- Purpose
- Date, time, and location
- Expected USAID attendees
- Contractor's attendees

## **H.22 ELECTRONIC PAYMENTS SYSTEM**

### 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:

- 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.
- 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.
- Cash payments to vendors below the micro purchase level as defined by FAR 2.101, or for Grants Under Contracts for less than \$3000, when payment through an electronic payment system is not reasonably available.
- 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.

More information about how to establish, implement, and manage electronic payment methods are available to contractors at <http://solutionscenter.nethope.org/programs/c2e-toolkit>.

## **H.23 AIDAR 752.7036 USAID IMPLEMENTING PARTNER NOTICES (IPN) PORTAL FOR ACQUISITION (JUL 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 fifteen (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.

## **H.24 CONTRACTOR'S USE OF PROJECT VEHICLES AND LIABILITY INSURANCE REQUIREMENTS FOR PRIVATELY OWNED VEHICLES**

Home to office to home use of project vehicles is not considered official business and is not allowed under the terms of this contract.

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.25 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 U.S. Government) 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 U.S. Government 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 U.S. Government 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 U.S. Government 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 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.26 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](http://www.usaid.gov/data), in a machine-readable, non-proprietary format, a copy of any Dataset created or obtained in performance of this award, including Datasets produced by a subcontractor at any tier. The submission must include supporting documentation describing the Dataset, such as code books, data dictionaries, data gathering tools, notes on data quality, and explanations of redactions.

(2) Unless otherwise directed by the Contracting Officer (CO) or the Contracting Officer Representative (COR), the contractor must submit the Dataset and supporting documentation within thirty (30) calendar days after the Dataset is first used to produce an Intellectual Work or is of sufficient quality to produce an Intellectual Work. Within thirty (30) calendar days after award completion, the contractor must submit to the DDL any Datasets and supporting documentation that have not previously been submitted to the DDL, along with an index of all Datasets and Intellectual Work created or obtained under the award. The contractor must also provide to the COR an itemized list of any and all DDL submissions. The contractor is not required to submit the data to the DDL, when, in accordance with the terms and conditions of this award, Datasets containing results of federally funded scientific research are submitted to a publicly accessible research database. However, the contractor must submit a notice to the DDL by following the instructions at [www.usaid.gov/data](http://www.usaid.gov/data), with a copy to the COR, providing details on where and how to access the data. The direct results of federally funded scientific research must be reported no later than when the data are ready to be submitted to a peer-reviewed journal for publication, or no later than five calendar days prior to the conclusion of the award, whichever occurs earlier.

(3) The contractor must submit the Datasets following the submission instructions and acceptable formats found at [www.usaid.gov/data](http://www.usaid.gov/data).

(4) The contractor must ensure that any Dataset submitted to the DDL does not contain any proprietary or personally identifiable information, such as social security numbers, home addresses, and dates of birth. Such information must be removed prior to submission.

(5) The contractor must not submit classified data to the DDL.

## **H.27 GRANTS UNDER CONTRACTS (GUCs)**

Per approval of the Head of the Contracting Activity, the Contractor may execute grants to non-governmental organizations in accordance with ADS 302.3.4.13. If the Contractor awards grants under this contract, the Contractor must comply in awarding and administering grants, with the Code of Federal Regulations 2 CFR 200.

In addition, the contractor must follow closely the requirements of the FAR clause 52.203-16, Preventing Personal Conflicts of Interest in the selection and award of GUCs. All grants must be linked directly to the achievement of results in a clear and demonstrable manner; and must be approved in writing by the COR.

The following requirements apply to any grant to be awarded by a Contractor under this contract:

- (1) The total value of an individual grant to a U.S. NGO must not exceed the Simplified Acquisition Threshold (SAT), as defined in 48 CFR Section 2.101. This limitation to the SAT does not apply to grant awards to non-U.S. NGOs.
- (2) USAID must be significantly involved in establishing the selection criteria and provide prior written approval of the recipients. Unless otherwise directed by the cognizant CO, the COR will have authority to approve the grant recipient selection.
- (3) Requirements that apply to USAID-executed grants must also be applied to grants that the Contractor executes.
- (4) USAID retains the right to terminate grant activities unilaterally.
- (5) Grants that the Contractor makes under this contract may be cost-reimbursement or fixed amount grants. The Contractor is not authorized to execute or administer Cooperative Agreements on USAID's behalf.
- (6) The Contractor must not disclaim liability for any grants it awards under this contract.
- (7) Construction must not be financed under a grant.

## **H.28 CONFLICT OF INTEREST**

- (a) It is understood and agreed that some of the work required hereunder may place the Contractor, or its personnel or its subcontractors or their personnel (hereinafter referred to collectively as "Contractor"), in the position of having a potential personal or organizational conflict of interest (OCI), i.e., because of other activities or relationships with other persons, (1) the Contractor is unable or potentially unable to render impartial assistance or advice; or (2) the Contractor's objectivity in performing the contract is or might be impaired; or (3) the Contractor may receive an unfair competitive advantage; or (4) the Contractor may have a financial or other personal interest which would or potentially would impair his/her objectivity and/or from which he/she would improperly benefit. Further information on OCIs may be found in FAR 9.5.

- (b) The performance/actions of personnel under this contract will be imputed to the Contractor (or subcontractor) by whom they are employed or retained, and the performance/ actions of any subcontractor will be imputed to the Contractor, unless the Contractor, on a case-by-case basis, can demonstrate otherwise and satisfy the Contracting Officer that such imputation is unreasonable.
- (c) In accordance with the clause of this contract entitled "Organizational Conflicts of Interest Discovered After Award" (AIDAR 752.209-71), the Contractor agrees not to undertake any activity which may involve a personal conflict of interest or an OCI without first notifying the Contracting Officer of such potential conflict and receiving the Contracting Officer's authorization to undertake that activity.
- (d) If the potential conflict relates to performance of the work hereunder (e.g., where the Contractor is to evaluate an activity in which the Contractor had some previous involvement, thereby rendering the Contractor unable or potentially unable to provide impartial assistance or advice, or impairing or potentially impairing the Contractor's objectivity), and the Contracting Officer cannot neutralize, mitigate, or avoid the conflict, the Contracting Officer may decline to authorize performance of that work by the Contractor.
- (e) If the potential conflict relates to future activities (e.g., where the Contractor is to perform a needs assessment, feasibility study, or design/development of a project or activity to be procured under another contract for which the Contractor will or might compete or which may be awarded noncompetitively to the Contractor, thereby potentially providing an unfair competitive advantage to the Contractor, and/or rendering the Contractor unable or potentially unable to provide impartial assistance or advice, or impairing or potentially impairing the Contractor's objectivity; or where the work under this contract might affect the personal or financial interests of the Contractor), the Contracting Officer may decline to authorize performance of that work by the Contractor or, if such work is authorized, the Contracting Officer may place restrictions on the Contractor's future activities, as permitted by FAR 9.5., and as necessary to neutralize, mitigate, or avoid the potential conflict.
- (f) The Contracting Officer's approval to undertake such activities, if given, may be based on the Contracting Officer's determination that a significant potential conflict does not exist or does not appear to exist, or may be conditioned on the acceptance by the Contractor of restrictions on the Contractor's future activities. If restrictions are to be placed on future activities, the Contractor may decline to perform the work.
- (g) If it is discovered that the Contractor engaged in any activities which constitute a potential or actual conflict without having first obtained the Contracting Officer's approval to undertake such activities; or if it is subsequently discovered that, notwithstanding the Contracting Officer's authorization to undertake the activity based on his/her initial determination that no significant potential conflict existed or appeared to exist, a conflict did, in fact exist or arise, restrictions, as permitted by FAR 9.5, on the Contractor's future activities may be placed unilaterally by the Contracting Officer for this contract or the Contracting Officer for such other contract as may be involved in the conflict, and other remedies (including termination of this contract for default, debarment or suspension, and those permitted by the clauses of this contract entitled "Cancellation, Recission, and Recovery of Funds for Illegal or Improper Activity" (FAR

52.203-8) and "Price or Fee Adjustment for Illegal or Improper Activity" [FAR 52.203-10]), may be taken by USAID.

- (h) If it is discovered that the Contractor engaged in any activities in violation of the restrictions placed by a Contracting Officer on the Contractor's future activities, other remedies (including termination of this contract for default, debarment or suspension, and those permitted by the clauses of this contract entitled "Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity" (FAR 52.203-8) and "Price or Fee Adjustment for Illegal or Improper Activity" [FAR 52.203-10]), may be taken by USAID.
- (i) Nothing in this provision precludes the application of any other remedies available to USAID by law, regulation, or other provisions of this contract.

## **H.29 VALUE ADDED TAX AND CUSTOMS DUTIES**

VAT and customs duties are excluded from the price of the contract. USAID will provide the Contractor correspondence to assist the Contractor in obtaining this exemption from the Government of Jordan (GOJ). The Contractor shall submit 0% VAT invoices for any payments.

**[END OF SECTION H]**

## PART II - CONTRACT CLAUSES

### SECTION I - CONTRACT CLAUSES

#### I.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, (by Citation Number, Title, and Date), 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):

<https://www.acquisition.gov/content/part-52-solicitation-provisions-and-contract-clauses#i1050610>

#### NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

##### FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)

<b>Number</b>	<b>Title</b>	<b>Date</b>
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 Subcontractor Sales to the Government.	JUN 2020
	Alternate I	JUN 2020
52.203-7	Anti-Kickback Procedures.	JUN 2020
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity.	MAY 2014
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.	JUN 2020
52.203-13	Contractor Code of Business Ethics and Conduct.	NOV 2021
52.203-16	Preventing Personal Conflicts of Interest.	JUN 2020
52.203-17	Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights (Deviation M-OAA-DEV-FAR-20-1c)	JUN 2020
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements.	JAN 2017
52.204-4	Approval of Contract.	MAY 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	JUN 2020
52.204-13	System for Award Management Maintenance.	OCT 2018
52.204-16	Commercial and Government Entity Code Reporting.	AUG 2020
52.204-18	Commercial and Government Entity Code Maintenance.	AUG 2020
52.204-19	Incorporation by Reference of Representations and Certifications.	DEC 2014
52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities.	NOV 2021
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment.	NOV 2021
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

52.210-1	Market Research	NOV 2021
52.211-5	Material Requirements	AUG 2000
52.215-2	Audit and Records – Negotiation.	JUN 2020
52.215-8	Order of Precedence-Uniform Contract Format.	OCT 1997
52.215-10	Price Reduction for Defective Certified Cost or Pricing Data.	AUG 2011
52.215-12	Subcontractor Certified Cost or Pricing Data	JUN 2020
52.215-15	Pension Adjustments and Asset Reversions	OCT 2010
52.215-19	Notification of Ownership Changes	OCT 1997
52.215-21	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data—Modifications.	JUN 2020
52.215-23	Limitations on Pass-Through Charges	JUN 2020
52.215-23	Alternate I	JUN 2020
52.216-7	Allowable Cost and Payment	AUG 2018
52.216-8	Fixed Fee	JUN 2011
52.216-17	Allowable Cost and Payment	AUG 2018
52.216-24	Limitation of Government Liability	APR 1984
52.217-2	Cancellation Under Multi-year Contracts	OCT 1997
52.217-8	Option to Extend Services	NOV 1999
52.222-2	Payment for Overtime Premiums	JUL 1990
52.222-50	Combating Trafficking in Persons.	NOV 2021
52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving.	JUN 2020
52.225-13	Restrictions on Certain Foreign Purchases	FEB 2021
52.227-14	Rights in Data-General	MAY 2014
52.228-3	Workers Compensation Insurance (Defense Base Act)	JUL 2014
52.228-7	Insurance-Liability to Third Persons	MAR 1996
52.230-2	Cost Accounting Standards.	JUN 2020
52.230-6	Administration of Cost Accounting Standard	JUN 2010
52.232-9	Limitation on Withholding Payments	APR 1984
52.232-17	Interest	MAY 2014
52.232-22	Limitation of Funds	APR 1984
52.232-23	Assignment of Claims	MAY 2014
52.232-25	Prompt Payment	JAN 2017
	Alternate I	FEB 2002
52.232-33	Payment by Electronic Funds Transfer-System for Award Management	OCT 2018
52.232-39	Unenforceability of Unauthorized Obligations.	JUN 2013
52.233-1	Disputes	MAY 2014
52.233-3	Protest after Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-3	Penalties for Unallowable Costs	SEP 2021
52.242-4	Certification of Final Indirect Costs	JAN 1997
52.242-13	Bankruptcy	JUL 1995
52.243-2	Changes-Cost-Reimbursement	AUG 1987
	Alternate II	APR 1984
52.243-7	Notification of Changes.	JAN 2017
52.244-2	Subcontracts	JUN 2020

52.244-5	Competition in Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items	NOV 2021
52.245-1	Government Property	JAN 2017
52.246-23	Limitation of Liability	FEB 1997
52.246-25	Limitation of Liability-Services	FEB 1997
52.247-63	Preference for U.S. -Flag Air Carriers	JUN 2003
52.247-64	Preference for Privately Owned U.S.-Flag Commercial Vessels	FEB 2006
52.249-6	Termination (Cost Reimbursement)	MAY 2004
52.249-14	Excusable Delays.	APR 1984
52.253-1	Computer Generated Forms	JAN 1991

**I.2 752.252-2 AIDAR SOLICITATION 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 clause is contained in the Code of Federal Regulations (CFR) located at 48 CFR chapter 7. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

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

NUMBER	TITLE	DATE
752.202-1	Definitions	JAN 1990
	Alternate 70 USAID Definitions Clause—Supplement for USAID Contracts Involving Performance Overseas	JUN 2009
752.211-70	Language and Measurement	JUN 1992
752.219-70	USAID Mentor-Protégé Program	JUL 2007
752.222-71	Nondiscrimination	JUN 2012
752.225-4	Buy American Act—Trade Agreements	JUL 1997
752.227-14	Rights in Data—General	OCT 2007
752.228-3	Worker's Compensation Insurance (Defense Base Act)	DEC 1991
752.228-7	Insurance—Liability to Third Persons	JUL 1997
752.228-70	Medical Evacuation (MEDEVAC) Services	JUL 2007
752.231-71	Salary Supplements for HG Employees	MAR 2015
752.242-70	Periodic Progress Reports	OCT 2007
752.245-70	Government Property – USAID Reporting Requirements	OCT 2017
752.245-71	Title to and Care of Property	APR 1984
752.7001	Biographical Data (M/OAA-DEV-AIDAR-20-03c)	JUL 1997
752.7002	Travel and Transportation	JUL 1990
752.7004	Emergency locator information	JUL 1997
752.7006	Notices	APR 1984
752.7007	Personnel Compensation	JUL 2007
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
752.7014	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 Allowances	JUL 1996
752.7029	Post Privileges	JUL 1993
752.7031	Leave and Holidays	OCT 1989
752.7033	Physical Fitness	JUL 1997
752.7036	USAID Implementing Partner Notices (IPN) Portal FOR Acquisition	JUL 2014
752.7037	Child Safeguarding Standards	AUG 2016
752.7038	Nondiscrimination Against End-Users of Supplies or Services	OCT 2016

**I.3            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 Web sites) 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.

I *Subcontracts.* The Contractor shall include the substance of this clause, including this paragraph I, 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.

#### **I.4 52.229-8 TAXES – FOREIGN COST-REIMBURSEMENT CONTRACTS (MAR 1990)**

(a) Any tax or duty from which the United States Government is exempt by agreement with the Government of Jordan, or from which the Contractor or any subcontractor under this contract is exempt under the laws of Jordan, shall not constitute an allowable cost under this contract.

(b) If the Contractor or subcontractor under this contract obtains a foreign tax credit that reduces its Federal income tax liability under the United States Internal Revenue Code (Title 26, U.S. Code) because of the payment of any tax or duty that was reimbursed under this contract, the amount of the reduction

shall be paid or credited at the time of such offset to the Government of the United States as the Contracting Officer directs.

## **I.5            52.245-9 USE AND CHARGES (APR 2012)**

(a) *Definitions.* Definitions applicable to this contract are provided in the clause at 52.245-1, Government Property. Additional definitions as used in this clause include:

“Rental period” means the calendar period during which Government property is made available for nongovernmental purposes.

“Rental time” means the number of hours, to the nearest whole hour, rented property is actually used for nongovernmental purposes. It includes time to set up the property for such purposes, perform required maintenance, and restore the property to its condition prior to rental (less normal wear and tear).

(b) *Use of Government property.* The Contractor may use the Government property without charge in the performance of—

- (1) Contracts with the Government that specifically authorize such use without charge
- (2) Subcontracts of any tier under Government prime contracts if the Contracting Officer having cognizance of the prime contract—
  - (i) Approves a subcontract specifically authorizing such use; or
  - (ii) Otherwise authorizes such use in writing; and
- (3) Other work, if the Contracting Officer specifically authorizes in writing use without charge for such work.

(c) *Rental.* If granted written permission by the Contracting Officer, or if it is specifically provided for in the Schedule, the Contractor may use the Government property (except material) for a rental fee for work other than that provided in paragraph (b) of this clause. Authorizing such use of the Government property does not waive any rights of the Government to terminate the Contractor’s right to use the Government property. The rental fee shall be determined in accordance with the following paragraphs.

(d) *General.*

- (1) Rental requests shall be submitted to the Administrative Contracting Officer (ACO), identify the property for which rental is requested, propose a rental period, and compute an estimated rental charge by using the Contractor’s best estimate of rental time in the formulae described in paragraph (e) of this clause.
- (2) The Contractor shall not use Government property for nongovernmental purposes, including Independent Research and Development, until a rental charge for real property, or estimated rental charge for other property, is agreed upon. Rented property shall be used only on a non-interference basis.

(e) *Rental charge.*

- (1) *Real property and associated fixtures.*

(i) The Contractor shall obtain, at its expense, a property appraisal from an independent licensed, accredited, or certified appraiser that computes a monthly, daily or hourly rental rate for comparable commercial property. The appraisal may be used to compute rentals under this clause throughout its effective period or, if an effective period is not stated in the appraisal, for one year following the date the appraisal was performed. The Contractor shall submit the appraisal to the ACO at least 30 days prior to the date the property is needed for nongovernmental use. Except as provided in paragraph (e)(1)(iii) of this clause, the ACO shall use the appraisal rental rate to determine a reasonable rental charge.

(ii) Rental charges shall be determined by multiplying the rental time by the appraisal rental rate expressed as a rate per hour. Monthly or daily appraisal rental rates shall be divided by 720 or 24, respectively, to determine an hourly rental rate.

(iii) When the ACO believes the appraisal rental rate is unreasonable, the ACO shall promptly notify the Contractor. The parties may agree on an alternative means for computing a reasonable rental charge.

(iv) The Contractor shall obtain, at its expense, additional property appraisals in the same manner as provided in paragraph (e)(1)(i) if the effective period has expired and the Contractor desires the continued use of property for nongovernmental use. The Contractor may obtain additional appraisals within the effective period of the current appraisal if the market prices decrease substantially.

(2) *Other Government property.* The Contractor may elect to compute the rental charge using the appraisal method described in paragraph (e)(1) of this clause subject to the constraints therein or the following formula in which rental time shall be expressed in increments of not less than one hour with portions of hours rounded to the next higher hour: The hourly rental charge is calculated by multiplying 2 percent of the acquisition cost by the hours of rental time, and dividing by 720.

(3) *Alternative methodology.* The Contractor may request consideration of an alternative basis for computing the rental charge if it considers the monthly rental rate or a time-based rental unreasonable or impractical.

(f) *Rental payments.*

(1) Rent is due 60 days following completion of the rental period or as otherwise specified in the contract. The Contractor shall compute the rental due and furnish records or other supporting data in sufficient detail to permit the ACO to verify the rental time and computation. Payment shall be made by check payable to the Treasurer of the United States and sent to the contract administration office identified in the contract, unless otherwise specified by the Contracting Officer.

(2) Interest will be charged if payment is not made by the date specified in paragraph (f)(1) of this clause. Interest will accrue at the "Renegotiation Board Interest Rate" (published in the *Federal Register* semiannually on or about January 1<sup>st</sup> and July 1<sup>st</sup>) for the period in which the rent is due.

(3) The Government's acceptance of any rental payment under this clause, in whole or in part, shall not be construed as a waiver or relinquishment of any rights it may have against the Contractor stemming from the Contractor's unauthorized use of Government property or any other failure to perform this contract according to its terms

(g) *Use revocation.* At any time during the rental period the Government may revoke non-governmental use authorization and require the Contractor, at the Contractor's expense, to return the property to the Government, restore the property to its pre-rental condition (less normal wear and tear), or both.

(h) *Unauthorized use.* The unauthorized use of Government property can subject a person to fines, imprisonment, or both under 18 U.S.C. 641.

## **I.6 752.229-71 REPORTING OF FOREIGN TAXES (JUL 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 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:

USAID/Jordan/Financial Management Office  
American Embassy/Amman  
Al-Umawiyeen St., Abdoun  
Amman, Jordan

(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>.

#### **I.7 752.7101 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.

#### **I.8 52.204-24 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. (NOV 2021)**

The Offeror shall not complete the representation at paragraph (d)(1) of 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 paragraph (c)(1) in the provision at 52.204-26, Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at 52.212-3, Offeror

Representations and Certifications-Commercial Products or Commercial Services. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at 52.204-26, or in paragraph (v)(2)(ii) of the provision at 52.212-3

(a) Definitions. As used in this provision—

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) Prohibition. (1) 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. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) 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, 2020, from entering into a contract or extending or renewing a contract with an entity that uses 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. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot 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—

(1) 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. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It  does,  does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) Disclosures. (1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—



(A) 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);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

**I.9 52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (NOV 2021)**

(a) Definitions. As used in this clause—

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People’s Republic of China.

Covered telecommunications equipment or services means—

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means—

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) Prohibition. (1) 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. The Contractor is prohibited from providing to the Government 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, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.

(2) Section 889(a)(1)(B) 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, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses 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, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) Exceptions. This clause does not prohibit contractors 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.

(d) Reporting requirement. (1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract

number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial products or commercial services.

#### **I.10 52.222-35 EQUAL OPPORTUNITY FOR VETERANS (JUN 2020)**

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

“Active duty wartime or campaign badge veteran,” “Armed Forces service medal veteran,” “disabled veteran,” “protected veteran,” “qualified disabled veteran,” and “recently separated veteran” have the meanings given at FAR [22.1301](#).

(b) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-300.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified protected veterans and requires affirmative action by the Contractor to employ and advance in employment qualified protected veterans.

(c) Subcontracts. The Contractor shall insert the terms of this clause in subcontracts of \$150,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

#### **I.11 52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUN 2020)**

(a) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

(b) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$15,000 unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S.

Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

**I.12 52.223-99 ENSURING ADEQUATE COVID-19 SAFETY PROTOCOLS FOR FEDERAL CONTRACTORS (OCT 2021) (DEVIATION #M/OAA-DEV-FAR-22-01c)**

(a) Definition. As used in this clause -

United States or its outlying areas means—

- (1) The fifty States;
- (2) The District of Columbia;
- (3) The commonwealths of Puerto Rico and the Northern Mariana Islands;
- (4) The territories of American Samoa, Guam, and the United States Virgin Islands; and
- (5) The minor outlying islands of Baker Island, Howland Island, Jarvis Island, Johnston Atoll, Kingman Reef, Midway Islands, Navassa Island, Palmyra Atoll, and Wake Atoll.

(b) Authority. This clause implements Executive Order 14042, Ensuring Adequate COVID Safety Protocols for Federal Contractors, dated September 9, 2021 (published in the Federal Register on September 14, 2021, 86 FR 50985).

(c) Compliance. The Contractor shall comply with all guidance, including guidance conveyed through Frequently Asked Questions, as amended during the performance of this contract, for contractor or subcontractor workplaces published by the Safer Federal Workforce Task Force (Task Force Guidance) at <https://www.saferfederalworkforce.gov/contractors/>. While at a USAID workplace, covered contractor employees must also comply with any additional agency workplace safety requirements for that workplace that are applicable to federal employees, as amended (see USAID’s COVID-19 Safety Plan and Workplace Guidelines (Safety Plan)).

(d) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts at any tier that exceed the simplified acquisition threshold, as defined in Federal Acquisition Regulation 2.101 on the date of subcontract award, and are for services, including construction, performed in whole or in part in the United States or its outlying areas.

**I.13 752.231-72 CONFERENCE PLANNING AND REQUIRED APPROVAL (AUG 2013) [DEVIATION (M/OAA-DEV-AIDAR-20-01c) (APR 2020)]**

(a) Definitions. As used in this section —

Conference means a seminar, meeting, retreat, symposium, workshop, training activity or other such event that is funded in whole or in part by USAID.

Multilateral organization means an organization or alliance formed between multiple nations and/or organizations to work on issues that relate to all members of the organization or alliance (e.g., World Health Organization, The World Bank, The Vaccine Alliance (Gavi), Education Cannot Wait).

High-profile policy meeting means an event sponsored by a multilateral organization, which includes meetings to discuss issues of global interest, such as the United Nations General Assembly or the Spring and Fall meetings of the World Bank and International Monetary Fund.

Net conference expense means the total conference expenses excluding: any fees or revenue received by the Agency through the conference; costs to ensure the safety of attending governmental officials; and salary of USAID employees and USAID Personal Services Contractors.

Temporary duty (TDY) travel means official travel at least 50 miles from both the traveler's home and duty station for a period exceeding 12 hours.

USAID employee means a U.S. direct-hire employee, a Foreign Service National direct-hire employee, or a Federal employee detailed to USAID from another U.S. Government agency.

Personal Services Contractor (PSC) means U.S. National (US), a Cooperating Country National (CCN) and a Third Country National (TCN), who is awarded a personal services contract in accordance with AIDAR Appendices D or J.

(b) Unless an exception in paragraph (c) of the clause at 752.231-72 applies, the contractor must obtain prior written approval from the contracting officer, or the contracting officer's representative (COR), if delegated in the Contracting Officer's Representative Designation Letter, at least 30 days prior to committing costs, for the following:

(1) A conference funded in whole, or in part, by USAID when ten (10) or more USAID employees or Personal Services Contractors are required to travel on temporary duty status to attend the conference;

(2) A conference funded in whole, or in part, by USAID and attended by USAID employees or USAID Personal Services Contractors, when the net conference expense funded by USAID is expected to exceed \$100,000, irrespective of the number of USAID participants;

(3) Participation of contractor personnel in a high-level policy conference sponsored by a multilateral organization when the individual attends the conference on behalf of USAID, or as part of USAID's delegation; or

(4) Participation of contractor personnel in an operational or technical meeting, or a periodic event, with representatives of multilateral organizations to discuss USAID funded programs and activities, when:

- (i) The individual attends the event on behalf of USAID or as part of USAID's team; and
- (ii) Temporary duty travel is necessary.

(c) Exceptions. Prior USAID approval is not required for the following:

(1) Co-creation conferences to facilitate the design of programs or procurements.

(2) Events funded and scheduled by the Center for Professional Development within the USAID Office of Human Capital and Talent Management.

(3) A single course presented by an instructor conducted at a U.S. Government training facility (including the Washington Learning Center or other USAID training facilities), a commercial training facility, or other venue if a U.S. Government training facility is not available.

(4) Conferences conducted at a U.S. Government facility or other venue not paid directly or indirectly by USAID, when travel of USAID employees or USAID Personal Services Contractors, light refreshments and if applicable, costs associated with participation of the contractor's staff are the only direct costs associated with the event.

The exception does not apply to the requirements in paragraph (b)(3) and (4) related to meetings with multilateral organizations.

(d) Costs associated with a conference that meets the criteria above, incurred without USAID prior written approval, are unallowable.

(e) Conferences approved at the time of award will be incorporated into the contract. The contractor must submit subsequent requests for approval of conferences on a case-by-case basis, or requests for multiple conferences may be submitted at one time.

(f) Documentation.

(1) Requests for approval of a conference that meets the criteria in paragraphs (b)(1) and (b)(2) of this section must include:

(i) A brief summary of the proposed event;

(ii) A justification for the conference and alternatives considered, e.g. teleconferencing and videoconferencing;

(iii) The estimated budget by line item (e.g., travel and per diem, venue, facilitators, meals, equipment, printing, access fees, ground transportation);

(iv) A list of USAID employees or PSCs attending and a justification for each; and the number of other USAID-funded participants (e.g., contractor personnel);

(v) The venues considered (including government-owned facility), cost comparison, and justification for venue selected if it is not the lowest cost option;

(vi) If meals will be provided to local USAID employees or PSCs (a local employee would not be in travel status), a determination that the meals are a necessary expense for achieving Agency objectives; and

(vii) 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.

(2) Requests for approval to attend a multilateral conference and operational or technical meeting that meet the requirements in paragraphs (b)(3) and (4) of this section must include:

- (1) A description of the event and how the participant(s) will forward the Agency and U.S. Government's policy goals;
- (2) The role the participant(s) will have; and
- (3) The estimated cost to USAID.

#### **I.14 752.7034 ACKNOWLEDGEMENT AND DISCLAIMER (DEC 1991)**

(a) USAID shall be prominently acknowledged in all publications, videos or other information/media products funded or partially funded through this contract, and the product shall state that the views expressed by the author(s) do not necessarily reflect those of USAID. Acknowledgements should identify the sponsoring USAID Office and Bureau or Mission as well as the U.S. Agency for International Development substantially as follows:

“This (publication, video or other information/media product (specify)) was made possible through support provided by the Office of , Bureau for , U.S. Agency for International Development, under the terms of Contract No. . The opinions expressed herein are those of the author(s) and do not necessarily reflect the views of the U.S. Agency for International Development.”

(b) Unless the contractor is instructed otherwise by the cognizant technical office, publications, videos or other information/media products funded under this contract and intended for general readership or other general use will be marked with the USAID logo and/or U.S. AGENCY FOR INTERNATIONAL DEVELOPMENT appearing either at the top or at the bottom of the front cover or, if more suitable, on the first inside title page for printed products, and in equivalent/appropriate location in videos or other information/media products. Logos and markings of co-sponsors or authorizing institutions should be similarly located and of similar size and appearance.

#### **I.15 752.245-70 GOVERNMENT PROPERTY - USAID REPORTING REQUIREMENTS (OCT 2017)**

USAID contracts, except those for commercial items, must contain the following preface and reporting requirement as additions to the appropriate Government Property clause prescribed by (48 CFR) FAR 45.107, per a GAO audit recommendation.



(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]

	Office	Living Quarters	Property		
Value of property as of last report					
Transactions during this reporting period:					
Value of property as of reporting date					
Estimated average age of contractor held property					
	Year1	Year 2	Year 3	Year 4	Year 5

<sup>1</sup> 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 SECTION I]**

**PART III - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS**

**J - LIST OF ATTACHMENTS**

**Attachment 1 - Budget Template**

**Attachment 2 - USAID's Branding Strategy for the WEC Activity**

**Attachment 3 - Guidance for the Preparation of the Branding Implementation Plan**

**Attachment 4 - Guidance for the Preparation of the Marking Plan**

**Attachment 5 - Initial Environmental Examination for the WEC Activity**

**[END OF SECTION J]**

**PART IV - REPRESENTATIONS AND INSTRUCTIONS**

**SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS OR RESPONDENTS**

**K.1. NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE**

The following solicitation provisions pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the FAR provision at

FAR 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE.

52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions	(SEP 2007)
52.204-19	Incorporation by Reference of Representations and Certifications	(DEC 2014)
52.204-25	Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications	(NOV 2021)
52.209-2	Prohibition on Contracting with Inverted Domestic Corporations-Representation	(NOV 2015)
52.209-5	Certification Regarding Responsibility Matters	(AUG 2020)
52.209-7	Information Regarding Responsibility Matters	(OCT 2018)
52.209-11	Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law	(FEB 2016)
52.209-12	Certification Regarding Tax Matters	(OCT 2020)
52.209-13	Violation of Arms Control Treaties or Agreements-Certification.	(NOV 2021)
52.222-38	Compliance with Veterans' Employment Reporting Requirements.	(FEB 2016)
52.225-2	Buy American Certificate	(FEB 2021)
52.225-25	Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications	(JUN 2020)
52.237-8	Restriction on Severance Payments to Foreign Nationals	(AUG 2003)

**K.2 52.203-18 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS—REPRESENTATION (JAN 2017)**

(a) *Definition.* As used in this provision

“Internal confidentiality agreement or statement”, “subcontract”, and “subcontractor”, are defined in the clause at [52.203-19](#), Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements.

(b) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions), Government agencies are not permitted to use funds appropriated (or otherwise made available) for contracts with an entity that requires employees or subcontractors of such entity seeking to report waste, fraud, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting

such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information

- (c) The prohibition in paragraph (b) of this provision does not contravene requirements applicable to Standard Form 312, (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.
- (d) Representation. By submission of its offer, the Offeror represents that it will not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (e.g., agency Office of the Inspector General).

**K.3 52.204-3 TAXPAYER IDENTIFICATION. (OCT 1998)**

(a) *Definitions.*

*Common parent*, as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

*Taxpayer Identification Number (TIN)*, as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) *Taxpayer Identification Number (TIN).*

TIN: \_\_\_\_\_.

TIN has been applied for.

TIN is not required because:

Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(e) *Type of organization.*

- Sole proprietorship;
- Partnership;
- Corporate entity (not tax-exempt);
- Corporate entity (tax-exempt);
- Government entity (Federal, State, or local);
- Foreign government;
- International organization per 26 CFR 1.6049-4;
- Other \_\_\_\_\_.

(f) *Common parent.*

Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

Name and TIN of common parent:

Name \_\_\_\_\_

TIN \_\_\_\_\_

**K.4 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (NOV 2021)**

(a) (1) The North American Industry Classification System (NAICS) code for this acquisition is 541990.

(2) The small business size standard is \_\_\_\_\_ [insert size standard].

(3) The small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce is 500 employees if the acquisition—

(i) Is set aside for small business and has a value above the simplified acquisition threshold;

(ii) Uses the HUBZone price evaluation preference regardless of dollar value, unless the offeror waives the price evaluation preference; or

(iii) Is an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.

(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, System for Award Management, is not included in this solicitation, and the Offeror has an active registration in the System for Award Management (SAM), 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 products or commercial services.

(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 in SAM website accessed through <https://www.sam.gov>. After reviewing the SAM 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.

**K.5 52.204-17 OWNERSHIP OR CONTROL OF OFFEROR. (AUG 2020)**

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

*Commercial and Government Entity (CAGE) code* means-

- (1) An identifier assigned to entities located in the United States or its outlying areas by the Defense Logistics Agency (DLA) Commercial and Government Entity (CAGE) Branch to identify a commercial or government entity; or
- (2) An identifier assigned by a member of the North Atlantic Treaty Organization (NATO) or by the NATO Support and Procurement Agency (NSPA) to entities located outside the United States and its outlying areas that the DLA Commercial and Government Entity (CAGE) Branch records and maintains in the CAGE master file. This type of code is known as a NATO CAGE (NCAGE) code.

*Highest-level owner* means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest-level owner.

*Immediate owner* means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: Ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

(b) The Offeror represents that it  has or  does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (c) and if applicable, paragraph (d) of this provision for each participant in the joint venture.

(c) If the Offeror indicates "has" in paragraph (b) of this provision, enter the following information:

Immediate owner CAGE code:

Immediate owner legal name:  (Do not use a "doing business as" name)

Is the immediate owner owned or controlled by another entity? :  Yes or  No.

(d) If the Offeror indicates "yes" in paragraph (c) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest-level owner CAGE code:

Highest-level owner legal name:  (Do not use a "doing business as" name)

**K.6 52.204-20 PREDECESSOR OF OFFEROR (AUG 2020)**

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

*Commercial and Government Entity (CAGE) code* means-

- (1) An identifier assigned to entities located in the United States or its outlying areas by the Defense Logistics Agency (DLA) Commercial and Government Entity (CAGE) Branch to identify a commercial or government entity; or
- (2) An identifier assigned by a member of the North Atlantic Treaty Organization (NATO) or by the NATO Support and Procurement Agency (NSPA) to entities located outside the United States and its outlying areas that the DLA Commercial and Government Entity (CAGE) Branch records and maintains in the CAGE master file. This type of code is known as a NATO CAGE (NCAGE) code.

*Predecessor* means an entity that is replaced by a successor and includes any predecessors of the predecessor.

*Successor* means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term "successor" does not include new offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

(b) The Offeror represents that it  is or  is not a successor to a predecessor that held a Federal contract or grant within the last three years.

As prescribed in 4.2105(c), insert the following provision:

Covered Telecommunications Equipment or Services-Representation (Oct 2020)

(a) Definitions. As used in this provision, "covered telecommunications equipment or services" and "reasonable inquiry" have the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) 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".

(c) (1) Representation. The Offeror represents that it  does,  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.

(2) After conducting a reasonable inquiry for purposes of this representation, the offeror represents that it  does,  does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services.

(End of provision)

(c) If the Offeror has indicated "is" in paragraph (b) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):

Predecessor CAGE code: [(or mark "Unknown")].

Predecessor legal name: [(Do not use a "doing business as" name)].

(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 (FAPIS) 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 FAPIS as required through maintaining an active registration in the System for Award Management database via <https://www.acquisition.gov> (see 52.204-7).

**K.8 52.209-11 REPRESENTATION BY CORPORATIONS REGARDING DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (FEB 2016)**

(a) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, the Government will not enter into a contract with any corporation that-

(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that-

(1) It is \_\_\_ is not \_\_\_ a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(2) It is \_\_\_ is not \_\_\_ a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

**K.9 52.209-12 CERTIFICATION REGARDING TAX MATTERS (OCT 2020)**

(a) This provision implements section 523 of Division B of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts.

(b) If the Offeror is proposing a total contract price that will exceed \$5.5 million (including options), the Offeror shall certify that, to the best of its knowledge and belief, it

(1) Has  filed all Federal tax returns required during the three years preceding the certification;

(2) Has not  been convicted of a criminal offense under the Internal Revenue Code of 1986; and

(3) Has not , more than 90 days prior to certification, been notified of any unpaid Federal tax assessment for which the liability remains unsatisfied, unless the assessment is the subject of an installment agreement or offer in compromise that has been approved by the Internal Revenue Service and is not in default, or the assessment is the subject of a non-frivolous administrative or judicial proceeding.

**K.10 52.209-13 VIOLATION OF ARMS CONTROL TREATIES OR AGREEMENTS-  
CERTIFICATION (NOV 2021)**

(a) This provision does not apply to acquisitions at or below the simplified acquisition threshold or to acquisitions of commercial products and commercial services as defined in Federal Acquisition Regulation [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 at <https://www.state.gov/bureaus-offices/under-secretary-for-arms-control-and-international-security-affairs/bureau-of-arms-control-verification-and-compliance/>; 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 at <https://www.state.gov/bureaus-offices/under-secretary-for-arms-control-and-international-security-affairs/bureau-of-arms-control-verification-and-compliance/>; 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](mailto: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.

**K.11 52.215-6 PLACE OF PERFORMANCE (OCT 1997)**

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, [ ] intends, [ ] does not intend (*check applicable block*) to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

**Place of performance  
(street address, city, state,  
county, zip Code)**

**Name and address of owner and operator of the  
plant or facility if other than offeror or  
respondent**

**K.12 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (SEP 2021)**

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

*Economically disadvantaged women-owned small business (EDWOSB) concern* means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business concern eligible under the WOSB Program.

*Service-disabled veteran-owned small business concern-*

(1) Means a small business concern-

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) "Service-disabled veteran" means a veteran, as defined in [38 U.S.C.101\(2\)](#), with a disability that is service-connected, as defined in [38 U.S.C.101\(16\)](#).



*Small business concern—*

(1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (b) of this provision.

(2) *Affiliates*, as used in this definition, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties' control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.

*Small disadvantaged business concern*, consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that-

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by-

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States, and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13 CFR 124.106) by individuals who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

"Veteran-owned small business concern" means a small business concern-

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at [38 U.S.C.101\(2\)](#)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern-

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

"Women-owned small business (WOSB) concern eligible under the WOSB Program" (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and

unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b) (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 that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce (*i.e.*, nonmanufacturer), is 500 employees if the acquisition—

(i) Is set aside for small business and has a value above the simplified acquisition threshold;

(ii) Uses the HUBZone price evaluation preference regardless of dollar value, unless the offeror waives the price evaluation preference; or

(iii) Is an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.

(c) *Representations.* (1) The offeror represents as part of its offer that it  is,  is not a small business concern.

(2) [*Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.*] The offeror represents that it  is,  is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) [*Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.*] The offeror represents as part of its offer that it  is,  is not a women-owned small business concern.

(4) Women-owned small business (WOSB) concern eligible under the WOSB Program. [*Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(3) of this provision.*] The offeror represents as part of its offer that-

(i) It  is,  is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It  is,  is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(4)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [*The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: \_\_\_\_\_.*] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(5) Economically disadvantaged women-owned small business (EDWOSB) concern. [*Complete only if the offeror represented itself as a women-owned small business concern eligible under the WOSB Program in (c)(4) of this provision.*] The offeror represents as part of its offer that-

(i) It  is,  is not an EDWOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It  is,  is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(5)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [*The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: \_\_\_\_\_.*] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

(6) [*Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.*] The offeror represents as part of its offer that it  is,  is not a veteran-owned small business concern.

(7) [*Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(6) of this provision.*] The offeror represents as part of its offer that it  is,  is not a service-disabled veteran-owned small business concern.

(8) [*Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.*] The offeror represents, as part of its offer, that-

(i) It  is,  is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and

(ii) It  is,  is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(8)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [*The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: \_\_\_\_\_.*] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(d) *Notice.* Under [15 U.S.C.645\(d\)](#), any person who misrepresents a firm's status as a business concern that is small, HUBZone small, small disadvantaged, service-disabled veteran-owned small, economically disadvantaged women-owned small, or women-owned small eligible under the WOSB Program in order to obtain a contract to be awarded under the preference programs established pursuant to section 8, 9, 15, 31, and 36 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall-

- (1) Be punished by imposition of fine, imprisonment, or both;
- (2) Be subject to administrative remedies, including suspension and debarment; and
- (3) Be ineligible for participation in programs conducted under the authority of the Act.

**K.13 52.222-18 CERTIFICATION REGARDING KNOWLEDGE OF CHILD LABOR FOR LISTED END PRODUCTS (FEB 2021)**

(a) Definition.

“Forced or indentured child labor” means all work or service—

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

(b) Listed end products. The following end product(s) being acquired under this solicitation is (are) included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, identified by their country of origin. There is a reasonable basis to believe that listed end products from the listed countries of origin may have been mined, produced, or manufactured by forced or indentured child labor.

Listed End Product

Listed Countries of Origin

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(c) Certification. The Government will not make award to an offeror unless the offeror, by checking the appropriate block, certifies to either paragraph (c)(1) or paragraph (c)(2) of this provision.

(1) The offeror will not supply any end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in a corresponding country as listed for that end product.

(2) The offeror may supply an end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture such end product. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

**K.14 52.225-4 BUY AMERICAN—FREE TRADE AGREEMENTS-ISRAELI TRADE ACT (FEB 2021)**

(a) The offeror certifies that each end product, except those listed in paragraph (b) or (c) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of

unknown origin to have been mined, produced, or manufactured outside the United States. The terms “Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product,” “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” “Free Trade Agreement country,” “Free Trade Agreement country end product,” “Israeli end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act.”

(b) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.

Country of Origin

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[List as necessary]

(c) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (b) of this provision) as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act.” The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.”

Other Foreign End Products:

Line Item No.

Country of Origin

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[List as necessary]

(d) The Government will evaluate offers in accordance with the policies and procedures of Part 25 of the Federal Acquisition Regulation.

(End of provision)

Alternate I (JAN 2021). As prescribed in 25.1101(b)(2)(ii), substitute the following paragraph (b) for paragraph (b) of the basic provision:

(b) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act”:

Canadian End Products:

Line Item No.

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[List as necessary]

Alternate II (May 2014). As prescribed in 25.1101(b)(2)(iii), substitute the following paragraph (b) for paragraph (b) of the basic provision:

(b) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act”:

Canadian or Israeli End Products:

Line Item No.

Country of Origin

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[List as necessary]

Alternate III (May 2014). As prescribed in 25.1101(b)(2)(iv), substitute the following paragraph (b) for paragraph (b) of the basic provision:

(b) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.

Country of Origin

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[List as necessary]

**K.15 52.225-25 PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN—REPRESENTATION AND CERTIFICATIONS (JUN 2020)**

(a) Definitions. As used in this provision-

Person—

(1) Means—

(i) A natural person;

(ii) A corporation, business association, partnership, society, trust, financial institution, insurer, underwriter, guarantor, and any other business organization, any other nongovernmental entity, organization, or group, and any governmental entity operating as a business enterprise; and

(iii) Any successor to any entity described in paragraph (1)(ii) of this definition; and

(2) Does not include a government or governmental entity that is not operating as a business enterprise.

Sensitive technology-

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically-

(i) To restrict the free flow of unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

(b) The offeror shall e-mail questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(c) Except as provided in paragraph (d) of this provision or if a waiver has been granted in accordance with Federal Acquisition Regulation (FAR) 25.703-4, by submission of its offer, the offeror—

(1) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(2) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act. These sanctioned activities are in the areas of development of the petroleum resources of Iran, production of refined petroleum products in Iran, sale and provision of refined petroleum products to Iran, and contributing to Iran's ability to acquire or develop certain weapons or technologies; and

(3) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds the threshold at FAR 25.703-2(a)(2) with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>).

(d) Exception for trade agreements. The representation requirement of paragraph (c)(1) and the certification requirements of paragraphs (c)(2) and (c)(3) of this provision do not apply if-

(1) This solicitation includes a trade agreement notice or certification (e.g., 52.225-4, 52.225-6, 52.225-12, 52.225-24, or comparable agency provision); and

(2) The offeror has certified that all the offered products to be supplied are designated country end products or designated country construction material.

#### **K.16 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 the lower CAS threshold specified in Federal Acquisition Regulation (FAR) 30.201-4(b) resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the



requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

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

(c) Check the appropriate box below:

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

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

(ii) One copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official.)

Date of Disclosure Statement: \_\_\_\_\_ Name and Address of Cognizant ACO or Federal Official Where Filed: \_\_\_\_\_

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

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

Date of Disclosure Statement: \_\_\_\_\_ Name and Address of Cognizant ACO or Federal Official Where Filed: \_\_\_\_\_

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

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

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

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

## II. Cost Accounting Standards-Eligibility for Modified Contract Coverage

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

The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

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

### III. Additional Cost Accounting Standards Applicable to Existing Contracts

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

Yes       No

## **K.17      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.

## **K.18      52.237-8 RESTRICTION ON SEVERANCE PAYMENTS TO FOREIGN NATIONALS (AUG 2003)**

(a) The Federal Acquisition Regulation (FAR), at [31.205-6\(g\)\(6\)](#), limits the cost allowability of severance payments to foreign nationals employed under a service contract performed outside the United States unless the agency grants a waiver pursuant to FAR [37.113-1](#) before contract award.

(b) In making the determination concerning the granting of a waiver, the agency will determine that—

(1) The application of the severance pay limitations to the contract would adversely affect the continuation of a program, project, or activity that provides significant support services for—

- (i) Members of the armed forces stationed or deployed outside the United States; or
- (ii) Employees of an executive agency posted outside the United States,
- (2) The Contractor has taken (or has established plans to take) appropriate actions within its control to minimize the amount and number of incidents of the payment of severance pay to employees under the contract who are foreign nationals; and
- (3) The payment of severance pay is necessary in order to comply with a law that is generally applicable to a significant number of businesses in the country in which the foreign national receiving the payment performed services under the contract or is necessary to comply with a collective bargaining agreement.

**K.19 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. \_\_\_\_\_

Date of Offer \_\_\_\_\_

Name of Offeror \_\_\_\_\_

Typed Name and Title \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

**K.20 52.203-19 PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS (JAN 2017)**

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

“Internal confidentiality agreement or statement” means a confidentiality agreement or any other written statement that the contractor requires any of its employees or subcontractors to sign regarding nondisclosure of contractor information, except that it does not include confidentiality agreements arising out of civil litigation or confidentiality agreements that contractor employees or subcontractors sign at the behest of a Federal agency.

“Subcontract” means any contract as defined in subpart [2.1](#) entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

“Subcontractor” means any supplier, distributor, vendor, or firm (including a consultant) that furnishes supplies or services to or for a prime contractor or another subcontractor.

- (b) The Contractor shall not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (e.g., agency Office of the Inspector General).
- (c) The Contractor shall notify current employees and subcontractors that prohibitions and restrictions of any preexisting internal confidentiality agreements or statements covered by this clause, to the extent that such prohibitions and restrictions are inconsistent with the prohibitions of this clause, are no longer in effect.
- (d) The prohibition in paragraph (b) of this clause does not contravene requirements applicable to Standard Form 312 (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information
- (e) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015, (Pub. L. 113-235), and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions) use of funds appropriated (or otherwise made available) is prohibited, if the Government determines that the Contractor is not in compliance with the provisions of this clause.
- (f) The Contractor shall include the substance of this clause, including this paragraph (f), in subcontracts under such contracts.

**K.21 52.204-24 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (NOV 2021)**

The Offeror shall not complete the representation at paragraph (d)(1) of 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 paragraph (c)(1) in the provision at [52.204-26](#), Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at [52.212-3](#), Offeror Representations and Certifications-Commercial Products or Commercial Services. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at [52.204-26](#), or in paragraph (v)(2)(ii) of the provision at [52.212-3](#).

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

*Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component* have the meanings

provided in the clause [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition.* (1) 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. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) 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, 2020, from entering into a contract or extending or renewing a contract with an entity that uses 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. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot 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—

(1) 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. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It  does,  does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) *Disclosures.*

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) 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);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

**K.22 52.204-26 COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES-REPRESENTATION (OCT 2020)**

(a) Definitions. As used in this provision, "covered telecommunications equipment or services" and "reasonable inquiry" have the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) 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".

(c) (1) Representation. The Offeror represents that it  does,  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.

(2) After conducting a reasonable inquiry for purposes of this representation, the offeror represents that it  does,  does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services.

**K.23 52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (NOV 2021)**

(a) Upon receipt of accelerated payments from the Government, the Contractor shall make accelerated payments to its small business subcontractors under this contract, to the maximum extent practicable and prior to when such payment is otherwise required under the applicable contract or subcontract, after receipt of a proper invoice and all other required documentation from the small business subcontractor.

(b) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

(c) Include the substance of this clause, including this paragraph (c), in all subcontracts with small business concerns, including subcontracts with small business concerns for the acquisition of commercial products or commercial services.

**[END OF SECTION K]**



## SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

### L.1 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE

The following solicitation provisions pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the FAR provision at FAR "52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE" in Section L of this solicitation. See <http://acquisition.gov/far/index.html> for electronic access to the full text of a FAR provision.

NUMBER	TITLE	DATE
52.204-7	System for Award Management	(OCT2018)
52.204-16	Commercial and Government Entity Code Reporting	(AUG 2020)
52.204-18	Commercial and Government Entity Code Maintenance	(AUG 2020)
52.204-22	Alternative Line Item Proposal	(JAN 2017)
52.215-20	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost Or Pricing Data	(NOV 2021)
52.215-22	Limitations on Pass-Through Charges—Identification of Subcontract Effort	(OCT 2009)
52.222-24	Pre-award On-Site Equal Opportunity Compliance Evaluation	(FEB 1999)
52.222-56	Certification Regarding Trafficking in Persons Compliance Plan	(OCT 2020)
52.237-10	Identification of Uncompensated Overtime	(MAR 2015)

### L.2 52.214-35 SUBMISSION OF OFFERS IN U.S. CURRENCY (APR 1991)

Offerors submitted in response to this solicitation shall be in terms of U.S. dollars. Offers received in other than U.S. dollars shall be rejected.

### L.3 52.215-1 INSTRUCTIONS TO OFFERORS—COMPETITIVE ACQUISITION (NOV 2021)

(a) Definitions. As used in this provision-

Discussions are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

In writing, "writing," or "written" means any worded or numbered expression that can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

Proposal modification is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

Proposal revision is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

Time, if stated as a number of days, is calculated using calendar days, unless otherwise specified,

and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) Amendments to solicitations. If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) Submission, modification, revision, and withdrawal of proposals.

(1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages

(i) addressed to the office specified in the solicitation, and

(ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show—

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

(iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and

(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) Submission, modification, revision, and withdrawal of proposals.

(i) Offerors are responsible for submitting proposals, and any modifications or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.

(ii) (A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late"

and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and-

(1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(3) It is the only proposal received.

(B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) Offer expiration date. Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) Restriction on disclosure and use of data. Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall-

(1) Mark the title page with the following legend:

This proposal includes data that shall not be disclosed outside the Government 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 Government 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 Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; and

(2) 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.

(f) Contract award. (1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the

additional administrative costs, it is in the Government's best interest to do so.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(11) If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

(i) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(ii) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

(iii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(iv) A summary of the rationale for award.

(v) For acquisitions of commercial products, the make and model of the product to be delivered by the successful offeror.

(vi) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

#### **L.4 52.216-1 TYPE OF CONTRACT (APR 1984)**

The Government contemplates award of one (1) Cost Plus-Fixed Fee Term Type Contract resulting from this solicitation.

#### **L.5 52.233-2 SERVICE OF PROTEST (SEPT 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:

***Hand-Carried Address:***

Camille Garcia  
Contracting Office/USAID  
American Embassy/Amman  
Al-Umawiyeen St., Abdoun  
Amman, Jordan  
Fax: 00962-6-590-7300

***Mailing Address:***

Camille Garcia  
Contracting Office/USAID  
US Department of State  
6050 Amman Place  
Washington, DC 20521-6050

(b) The copy of any protest shall be received in the office designated within one day of the filing a protest with the GAO.

**L.6 ADDITIONAL INSTRUCTIONS TO OFFERORS**

- a) RFP Instructions. If an Offeror does not follow the instructions in this solicitation, the Offeror's proposal may be eliminated from further consideration or the proposal may be downgraded and not receive full or partial credit under the applicable evaluation criteria.
- b) Accurate and Complete Information. Offeror must set forth full, accurate and complete information as required by this solicitation. The penalty for making false statements to the Government is prescribed in 18 U.S.C. 1001.
- c) Proposal Preparation Costs. The Government will not pay for any proposal preparation costs.
- d) Submission of Alternate Proposals. Offerors must submit a proposal directly responsive to the terms and conditions of this solicitation. Alternate proposals will not be accepted.
- e) Pre-award Survey. USAID reserves the right to perform a pre-award survey which may include, but is not limited to: (1) interviews with individuals to establish their ability to perform contract duties under the project conditions; (2) a review of the prime contractor's financial condition, business and personnel procedures, etc.; and (3) site visits to the prime contractor's institution.
- f) Offer acceptability. The U.S Government may determine an offer unacceptable if the offer does not comply with all of the terms and conditions contained in the solicitation and prospective contract. If the offer complies with the instructions contained in the solicitation, and USAID accepts the offer, then the successful offer must comply with the terms and conditions of the resultant contract.
- g) Offer Validity. Proposals submitted in response to this solicitation will remain available for acceptance by USAID for a minimum of 180 days.

## L.7 SUBMISSION INSTRUCTIONS

### a) *Submission of Questions*

Questions in reference to this solicitation must be submitted in writing via email to [jordan\\_wec@usaid.gov](mailto:jordan_wec@usaid.gov) by the date stated on the cover letter of this solicitation. NOTE: Each email must use the following format for the subject line: “72027821R00001, Water Efficiency and Conservation – [Name of Organization] Questions/Comments.”

Only questions submitted in writing will be considered. Questions received after the deadline for the submission of questions will not receive a response. No phone calls will be accepted. USAID may consolidate questions, edit them slightly prior to publication to preserve anonymity, and/or not respond to questions/comments if it feels it would be in the Government’s best interest.

Answers to questions received in writing will be made available to all Offerors and posted to the Federal Business Opportunities Website at [www.sam.gov](http://www.sam.gov).

### b) *Submission of Proposals*

All proposals in response to this solicitation are due to the USAID/Jordan, Acquisition and Assistance Office by the closing date and time specified on the cover letter. Offerors are responsible for ensuring timely delivery of proposals.

The proposal must be submitted via electronic mail to [jordan\\_wec@usaid.gov](mailto:jordan_wec@usaid.gov). This will be the only acceptable method of receipt. Proposals submitted by any method other than electronic mail as specified will not be accepted. Electronic submission of proposals must not exceed 8 MB limit (no zipped or compressed files).

Proposal must be submitted in two separate parts: Technical proposal and Cost proposal. Each part must be separate electronic files. Technical proposals must not make reference to pricing data in order that the technical evaluation may be made strictly on the basis of technical merit.

Each e-mail must contain a subject line, which clearly indicates the name of the Offeror and the solicitation number. Sample subject line: “Water Efficiency and Conservation (WEC). – RFP No. 72027822R00005.

Offerors are requested to consolidate all documents related to either the technical or cost submission, respectively, into as few files as possible.

Offerors may send their proposals through multiple emails. Each e-mail must contain a subject line, which clearly indicates the name of the Offeror and the solicitation number. The subject line must also indicate whether the email relates to the technical or cost proposal and note the desired sequence of multiple emails and attachments. Sample subject line: “ABCD, Inc. – RFP No. 72027820R00008 - [Technical or Cost] Proposal, Part X of X,”. In its message, the Offeror must clearly indicate the order in which the files should be collated.

**L.8 INSTRUCTIONS FOR THE PREPARATION OF THE TECHNICAL PROPOSAL**

The Technical Proposal must clearly address all aspects of the evaluation factors stated in Section M. In the Technical Proposal, the offerors must propose a comprehensive approach for accomplishing the components, outcomes, overall target and program management aspects of this Activity as described in Section C of this RFP.

The Technical Proposal must be written in English and typed on standard 8 1/2" × 11" paper size, single spaced, one-inch margins, Times New Roman, font size 12, with each page numbered consecutively. Smaller fonts, but not smaller than 10, can be used in tables and graphs. The Technical Proposal must be entirely separate from the cost proposal and must not contain any cost information. The Technical Proposal must be submitted both in Adobe Acrobat (PDF) and Microsoft (MS) Word format. Proposals that do not comply with the requirements may be entirely excluded from further consideration.

The technical proposal must include the sections and conform to the limits described in the table below. Any sections that do not strictly conform to the instructions run the risk of not being evaluated. Any pages submitted in excess of the stated page limitations for each section will not be reviewed.

<p><b>Cover Letter</b> <i>(1-page limit)</i></p>	<p>The proposal must be accompanied by a Cover Letter typed on official organizational letterhead and signed by a person who has signatory authority for the organization. The Cover Letter shall be in Adobe PDF format and is limited to one page. The Cover Letter must include the information required by FAR 52.215-1(c)(2).</p>
<p><b>Table of Contents</b> <i>(2-page limit)</i></p>	<p>At a minimum, this must include the main sections of the proposal</p>
<p><b>Executive Summary</b> <i>(2-page limit)</i></p>	<p>Although this section will not be rated, it should allow technical reviewers to quickly understand the critical elements of the proposal including the most salient features of the Offeror’s technical vision and approach, the Staffing and Management Plan proposed, and the capabilities of the partners to accomplish the desired results.</p>
<p><b>Acronym List</b> <i>(2-page limit)</i></p>	<p>To include any acronyms that are utilized in the proposal.</p>
<p><b>Proposal Body</b> <i>(25 page limit)</i></p>	<p>The following subsections are required within the 25-page limit:</p> <p style="padding-left: 40px;">Section 1: Technical Approach Section 2: Staffing and Management Plan Section 3: Past Performance</p> <p>The elements required in each section are further described below.</p>
<p><b>Annex A - Draft First Year Work Plan</b> <i>(2-page limit)</i></p>	<p>This Annex will illustrate in detail the Offeror’s proposed activities and their planned timing and sequence, including milestones and proposed incremental targets for Year 1.</p>



<b>Annex B - Staffing and Management Plan</b> <i>(2-page limit)</i>	This Annex must describe the proposed activity structure including any proposed subs, teams, lines of reporting, and roles and responsibilities envisioned in implementation of the technical components.
<b>Annex C - Organizational Chart</b> <i>(2-page limit)</i>	This Annex must provide an overview of the structure of the proposed team, including the staff reporting lines and major areas of responsibility.
<b>Annex D - LOE Table</b> <i>(3-page limit)</i>	This Annex must include a table summarizing the proposed LOE required to implement the Offeror's approach, including each proposed position and/or category(ies) and the corresponding number of workdays proposed for each.
<b>Annex E - CVs of Key Personnel</b> <i>(2-page limit for each candidate)</i>	CVs for proposed Key Personnel candidates must be in a standardized format that explicitly demonstrates how each candidate meets each of the specific requirements for the position for which s/he is proposed.
<b>Annex F - Letters of Commitment of Key Personnel</b> <i>(1-page limit for each candidate)</i>	Letters of Commitment must be signed by all individuals proposed as Key Personnel, confirming their present intention to serve in the stated position, and their present availability to serve for the term of the proposed contract.
<b>Annex G - Past Performance Matrix</b>	See instructions under Section 3 - Past Performance, section a) below.
<b>Annex H - Performance in Using U.S. Small Business (SB) Concerns</b>	See instructions under Section 3 - Past Performance, section d) below. This Annex is not required for entities that are U.S. small business concerns.
<b>Annex I - Draft Branding Implementation and Marking Plan</b>	See Section L.10 of the RFP for instruction on the preparation of the Branding Implementation and Marking Plan.

### **Technical Proposal Body**

In its Technical Proposal, the Offeror must propose a comprehensive and sustainable approach to achieving the components, outcomes, overall target and program management aspects described in Section C. Offerors have the flexibility to propose their own solutions but must explain in detail the activities it plans to implement and how the proposed approach will lead to achieving the results.

USAID seeks new ideas and creative solutions that will lead to the achievement of results. When referring to international best practices or innovations, Offerors must give a brief explanation on what these practices are and how they are appropriate for the implementation of this activity. Offerors must provide definitions to key terms used in their proposals so that a non-expert in the sector can understand their technical approach.

## **Section 1: Technical Approach**

In this section, the Offeror must provide a detailed, clear, and logical description of its proposed Technical Approach and the interventions necessary to achieve the components, outcomes, overall target and program management aspects outlined in Section C of this RFP. The Offeror must explain in adequate detail the key approaches, methodologies, and interventions it will employ. The technical approach should not merely repeat the contents of the Statement of Work, but it should offer original, critical thinking and analysis, related to each component of the SOW and it should tie the technical approach to the results expected to be achieved. The Technical Approach section must include enough specific details to demonstrate that the proposed approach is technically sound, realistic, feasible and appropriate to the context, challenges, and opportunities of achieving these results in Jordan. The Offeror must clearly describe a sound, entrepreneurial, and bold approach and performance targets that ensure the activity will accomplish the objectives within the allotted time. The proposal must consider and reflect all of the program management aspects described in Section C.5.

The Technical Approach section must be organized in the same order as and separately address each of the components and outcomes set forth in Section C. The Draft Year One Workplan, which must be attached to the Technical Proposal as **Annex A**, will illustrate in detail the Offeror's proposed activities and their planned timing and sequence, including milestones and proposed incremental targets for Year 1.

## **Section 2: Staffing and Management Plan**

In this section, the Offeror must clearly present its overall Staffing and Management Plan, including an organizational structure to achieve the components, outcomes, overall target and program management aspects described in Section C. The Staffing and Management Plan must also address the Offeror's ability to assemble and mobilize a high-quality team and place them in the field in a timely manner. The Plan must include a description of the roles and responsibilities of the team, i.e. the role of the prime and any proposed subcontractors, how it will manage the GUC component, proposed staff as well as the proposed level of effort and where each will be based. The Offeror must propose the structure and staff that it believes is needed to achieve the components, outcomes, overall target and program management aspects described in Section C, and its approach to effectively managing the LOE under this contract.

The Offeror must propose the staffing with the right skill mix including the needed technical expertise and management capacity required to effectively implement the components in accordance with the guiding principles to achieve the outcomes for each task and the overall target. The Offeror must indicate the respective level of effort envisioned for each proposed staff member. The Offeror is advised to consider in its team structure the fact that different geographic areas are operated by different Ministries and utilities, and water sector systems are managed by different departments within the same Ministry and utility. The Offeror is required to organize its teams and to schedule the activities in the most cost-effective way to the project. The Offeror shall maximize the use of local staff as practicable as possible.

**Annex B** will be utilized to complement this section and further describe the proposed organizational structure, including any proposed subcontractor(s), and how the activity will be managed to successfully achieve the results. .

**Annex C** must provide an organizational chart with an overview of the structure of the proposed team, including proposed positions, any proposed subcontractors, and the reporting lines and major areas of responsibility.

**Annex D** must include a table summarizing the proposed LOE required to implement its approach, including each proposed position and/or categories and the corresponding number of days proposed for each. If categories are proposed, the Offeror must clearly describe what each category consists of. The offeror must also describe how it defines a workday and how it will track the LOE expended under the contract. The finalized LOE table will be incorporated into the contract in Section B.5.

The Offerors must propose a team that reflects the proposed approach to achieving the outcomes and target of this activity. USAID has specified two positions as Key Personnel, including a Chief of Party and a Deputy Chief of Party. The Offeror must, at a minimum, propose a candidate for each of these positions. Proposed candidates must meet the minimum requirements for the positions for which they are proposed, as described in Section F.5 of this RFP. In addition to the two positions required by USAID, Offerors may propose up to an additional three positions that it considers key to the contract's implementation. If the Offeror chooses to do so, then it must also propose the role that each additional Key Personnel position will play in the activity and the minimum requirements for experience, education and skills for the position. The Offeror's proposal must demonstrate specifically and in detail how each of the requirements are met, and describe how the proposed candidates possess the skills needed to serve in the role for which they are proposed. The Offeror may summarize the candidates' qualifications in this section, and utilize the CVs required in **Annex E** for this purpose.

**Annex E** must contain CVs for each proposed Key Personnel candidate. Each CV must be in a standardized format that explicitly demonstrates how each candidate meets each of the specific requirements for the position for which s/he is proposed. The CV must include contact information for at least three recent professional references, which USAID may choose to contact to inform its evaluation.

**Annex F** must include Letters of Commitment, each must be signed by the individuals proposed as Key Personnel, confirming his/her present intention to serve in the stated position, and his/her present availability to serve for the term of the proposed contract.

### **Section 3: Past Performance**

- a) The Offeror (including all partners of a joint venture) must provide performance information for itself, the Offeror teaming arrangements, if any, and each major subcontractor (one whose proposed cost exceeds 20% of the Offeror's total proposed cost) in accordance with the following:
  1. List in **Annex G** "Past Performance Matrix" to the Technical Proposal up to three (each for the prime and major subcontractor) of the most recent (the last five years) and relevant contracts for efforts similar to the work in the subject proposal. The most relevant indicators of performance are contracts of similar size, scope, and complexity. Projects implemented under assistance mechanisms may be considered if they are relevant and recent.
  2. Also in **Annex G**, for all contracts listed above that are not in the Contractor Performance Assessment Reporting System (CPARS), provide a list of contact names, job titles, mailing

addresses, phone numbers, email addresses, explanation of relevance to the proposed acquisition, and a description of the performance to include:

- Statement of work or complexity/diversity of tasks,
- Primary location(s) of work,
- Term of performance,
- Dollar value, and
- Contract type, i.e., fixed-price, cost reimbursement, etc.

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

- b) If extraordinary problems impact any of the referenced contracts, provide a short explanation and the corrective action taken (FAR 15.305(a)(2)).
- c) Describe any quality awards or certifications that indicate exceptional capacity to provide the service or product described in the Performance Work Statement.
- d) In **Annex H** - Performance in Using U.S. Small Business (SB) Concerns (as defined in FAR 19.001).
  - 1) This section (d) is not applicable to offers from small business concerns.
  - 2) As part of the evaluation of performance in Section M of this solicitation, USAID will evaluate the extent the Offeror 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).
  - 3) For USAID to evaluate performance fully and fairly in this area, all Offerors who are not small business concerns must do the following:
    - a) Provide a narrative summary of your organization's use of small business concerns over the past three years. Describe how you use small businesses as subcontractors, as joint venture partners, through other teaming arrangements, etc. Explain the nature of the work small businesses performed in terms of 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.
    - b) To supplement the narrative summary, provide a list of the recent contracts (past three years) for which you submitted subcontract reports to electronic Subcontracting Reporting System (eSRS) (FAR 52.219-9(d)(10)), and a copy of any similarly recent subcontracting reports if they were not submitted to eSRS.
    - c) 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 summary of the type of

work each SB concern provides to your organization, and the name of a contact person, his/her title, phone number, and email address for each.

## **L.9 INSTRUCTIONS FOR THE PREPARATION OF THE COST PROPOSAL**

Offerors must submit cost proposals which will be reviewed as part of the overall evaluation as indicated in Section M.

It is the Offeror's responsibility to ensure that the information provided is sufficient to provide a basis for USAID to determine that the costs proposed are reasonable and realistic.

The Cost Proposal must be submitted as a separate electronic file from the Technical Proposal. Offerors must provide the necessary detail and supporting information to address the solicitation requirement and to allow a complete analysis of each line-item cost. The Offerors must provide a workable spreadsheet (MS Excel with unlocked formulas) that includes a detailed budget with all cost items broken out. Offerors must provide a detailed narrative explaining the basis for the estimate for each category of cost in sufficient detail to facilitate determination of cost reasonableness and realism. Certified cost or pricing data is not required for this proposal.

The Cost Proposal does not have a page limit. The components of the Cost Proposal must be organized as follows (see preparation guidance below for all parts):

- (Part 1) Standard Form (SF) 33
- (Part 2) Proposed Costs/Prices
- (Part 3) Representations, Certifications, and Other Statements of Offerors
- (Part 4) Policies and Procedures
- (Part 5) Joint Venture Information
- (Part 6) Evidence of Responsibility
- (Part 7) Letters of Commitment (Subcontractors)
- (Part 8) Information to Support Consent to Subcontractors
- (Part 9) Information Concerning Workday, Workweek, and Paid Absences

### **Preparation guidance:**

#### **Part 1 - Standard Form (SF) 33:**

Offerors must submit the cover page (Section A) of this Solicitation [Standard Form (SF) 33, "Solicitation, Offer, and Award"], with blocks 12 through 18 completed, with an original signature by a person authorized on behalf of the Offeror to sign the offer.

#### **Part 2 - Proposed Costs/Prices:**

**a. Summary Budget:** Offerors must provide a summary budget for the contract period reflecting summary cost information for each of the major budget categories separately as well as line item totals in the last column of the spreadsheet. Offerors must use the mandatory budget template provided as an attachment to this RFP.

**b. Detailed Budgets:** Offerors must organize and provide cost detailed information and costs broken-down by years utilizing the mandatory budget template provided as an attachment to this RFP. The MS Excel spreadsheet must show a budget breakdown by the corresponding budget line item utilizing the major cost categories set forth therein and below, the total for each line item in the last column, and the program total for the entire contract. To facilitate efficient and practical review of budget details, the sheets and detailed breakdowns should be formatted to where they can be printed practically without requiring manipulation to the format fields, and formulas should be in place to reflect the calculations used. Offerors must apply a uniform currency exchange rate of JOD 0.708 (to USD 1) for all budget assumptions.

**c. LOE –**USAID has estimated the total LOE for Professional/Technical Staff (including Long-term Expatriate and Local, Short-term staff and Consultants) to be 22,500 days. USAID recognizes that the level of effort required to perform the contract may vary depending upon the proposed approach. As a result, Offerors are requested to submit an LOE table that reflects the positions and/or labor categories pursuant to the specific technical approach being proposed. The Offeror must clearly provide a rationale for the proposed LOE, which must be realistic and appropriate for the work to be accomplished.. This must be included as a separate tab in the spreadsheet utilizing the required budget template included as an attachment to this RFP

**d. Budget Narrative:** Offerors must provide a detailed budget narrative that supports the cost estimates proposed, item for item, in the detailed budget. The budget narrative must provide sufficient information for conducting meaningful cost and cost realism analyses. The budget narrative should describe the nature of individual cost items proposed and include a description of the source of that particular cost estimate (historical experience with the cost item, catalogue price, vendor price quotes, etc.) 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. The information in these sections must provide assumptions used in developing the cost estimates and describe the roles of home office and field offices. The Budget Narrative must include similar information for each proposed subcontractor.

**Standard Cost Elements:**

The following standard cost elements must be included in the budget and budget narrative, and include the minimum information required as applicable. The Offeror must provide the same information for any identified subcontractors, including the same cost element breakdowns in their budgets as applicable.

**(1) Salaries and Wages** - Direct salaries and wages must be proposed in accordance with the Offeror's proposed personnel policies. Unit costs for each proposed position, key or not, must be expressed in an amount per workday with the corresponding level of effort required for the position (number of workdays) and then calculated to a total cost for each cost period where the salary would be applicable. Biographical Data Sheets are required for 1) all individuals to be sent outside the United States, and 2) all Key Personnel being proposed. Biographical Data Sheets must be properly completed, certified, and signed by both employees and the Offeror in the appropriate spaces with all blocks completed, as appropriate. Narratives must provide a discussion of the estimated annual escalation of all salaries where applicable. At a minimum, this item of cost must show a separate breakdown of the personnel included in the LOE table

described in Part 2c above, and any other additional staff being proposed outside of this category

- (2) **Fringe Benefits** - If the Offeror has a fringe benefit rate that has been approved by an agency of the Government, such a rate must be used, and evidence of its approval must be provided. If a fringe benefit rate has not been so approved, the Offeror should propose a rate and explain with sufficient detail how the rate was determined. If the latter is used, the narrative should include a detailed breakdown of all items of fringe benefits (e.g., unemployment insurance, workers compensation, health and life insurance, retirement, FICA, etc.) and the costs of each, expressed in dollars and as a percentage of salaries.
- (3) **Allowances** - Allowances must be broken down by a specific type and by person. Allowances must be in accordance with the Offeror's policies and the applicable regulations and policies established by the U.S. Department of State.
- (4) **Travel and Transportation** - The proposal must indicate the number of trips, domestic and international, and the estimated cost per trip. In the narrative, Offerors must specify the origin and destination for each proposed trip and any layovers, where applicable. Per diems must be based on the Offeror's normal travel policies (Offerors may choose to refer to the Federal Standardized Travel Regulations for cost estimates).

Offerors must review all regulations related to travel and base its estimates on current regulations. Per diem rates may not exceed the USG Per Diem rates as published by the State Department and the General Services Administration (GSA). Offerors are strongly encouraged to use cost saving measures, such as TDY living quarters, reduced per diem rates, etc.

- (5) **Equipment and Supplies** - A list of proposed equipment and other non-expendable property purchases must be presented with information on the type of equipment, the estimated unit cost, the number of units to be purchased.

Specific information regarding the type of expendable supplies and other materials to be purchased must be presented. Information presented must include unit cost, quantities, and quotations, if any, to allow an assessment of the realism and reasonableness of these costs.

- (6) **Training** - The specific training programs and number of training sessions must be proposed that will help attain the objectives identified in Section C. Costs must be broken down by types and participants. Training cost per participant must be provided. Other than participant training – provide several training sessions, length, and number of participants. Include training cost per participant and provide a name for each training.
- (7) **Other Direct Costs** - This includes office rent costs, utilities, report preparation costs, passports and visa fees, medical exams and inoculations, insurance (other than employee-related insurance included in the Offeror's fringe benefits), as well as any other miscellaneous costs, which directly benefit the program proposed by the Offeror. The narrative should provide a breakdown and support for all other direct costs. If seminars and conferences are included, the Offeror should indicate the subject, venue, and duration of proposed conferences and seminars, and their relationship to the objectives of the program, along with estimates of costs.

- (8) **Subcontracts**- Offerors must provide information sufficiently to determine the reasonableness of the cost of each proposed subcontract. The budget shall contain a separate tab for each subcontractor that contains similar information as submitted by the prime Offerors in the cost proposal. This section is exclusively for the cost of the subcontract and must not include costs related to management or oversight of the subcontract. subcontractors' budgets must include the same breakdown in their budgets.
- (9) **Grants Under Contract** - Offerors may use a plug figure of \$7 million for this category. This amount will be allocated for grants under contract and must not include costs related to management or oversight of the GUC component.
- (10) Include a line in the Budget with the Total Direct Costs.
- (11) **Indirect Costs (Overhead, G&A and Material Overhead)** - The prime and all subcontractors may propose lower overhead rates than their established Negotiated Indirect Cost Rate Agreement (NICRA) and sign the letter found in ADS 300, Mandatory Reference for Best Practices Guide for Indirect Costing. Indirect rates proposed cannot be higher than the rates established in their Negotiated Indirect Cost Rate Agreement (NICRA). Please read further instructions below if your organization does not have a NICRA.

Offerors may propose a single ceiling rate covering the term of award or a ceiling rate in each applicable contract year. If an annual ceiling rate is proposed, USAID will average the ceiling indirect rates and use that figure for evaluation purposes.

- (i) The Offeror and each subcontractor must include a complete copy of its most current NICRA or other documentation from its cognizant Government Audit Agency, if any, stating the most recent provisional indirect cost rates. The proposal must also include the name and address of the Government Audit Agency, and the name and telephone number of the auditor.
- (ii) If the Offeror or subcontractor does not have a cognizant Government Audit Agency, the proposal must include: (a) Audited balance sheets and profit and loss statements for the last two complete years and the current year-to-date statements (or such lesser period of time if the Offeror is a newly-formed organization). The profit and loss statements should include detail of the total cost of goods and services sold, including a listing of the various indirect administrative costs, and be supplemented by information on the prime contractor's customary indirect cost allocation method, together with supporting computations of the basis for the indirect cost rate(s) proposed; and (b) The most recent two fiscal year pool and base cost compositions along with derived rates, the bases of allocation of these rates and an independent certified audit by a certified accounting firm of these rates.

#### **EXEMPTIONS FOR SMALL BUSINESS OFFERORS ONLY**

All the above instructions apply to small business offerors. However, if the small business offeror does not have a NICRA, the proposal must include either Audited Financial Statements or Reviewed Financial Statements as defined below: 1. Audited Financial Statements provide the auditor's opinion that the financial statements are presented fairly, in all material respects, in



conformity with the applicable financial reporting framework. In an audit, the auditor is required by auditing standards generally accepted in the United States of America (GAAS) to obtain an understanding of the entity's internal control and assess fraud risk. The auditor also corroborates the amounts and disclosures included in the financial statements by obtaining audit evidence through inquiry, physical inspection, observation, third-party confirmations, examination, analytical procedures, and other procedures. The auditor issues a report that states that the audit was conducted in accordance with GAAS, the financial statements are the responsibility of management, provides an opinion that the financial statements present fairly in all material respects the financial position of the company and the results of operations are in conformity with the applicable financial reporting framework (or issues a qualified opinion if the financial statements are not in conformity with the applicable financial reporting framework. The auditor may also issue a disclaimer of opinion or an adverse opinion if appropriate). 1. Reviewed Financial Statements provide a certified CPA accountant's (referred to as "Accountant" or "CPA" herein) review; the accountant is not aware of any material modifications that should be made to the financial statements for the statements to be in conformity with the applicable federal financial reporting framework. During a review engagement, the accountant obtains limited assurance that there are no material modifications that should be made to the financial statements. Therefore, the objective of a review of the financial statements is to obtain limited assurance that there are no material modifications that should be made to the financial statements. A review does not include obtaining an understanding of the entity's internal control; assessing fraud risk; testing accounting records; or other procedures ordinarily performed in an audit. The CPA issues a report stating the review was performed in accordance with Statements on Standards for Accounting and Review Services; that management is responsible for the preparation and fair presentation of the financial statements in accordance with the applicable financial reporting framework and for designing, implementing and maintaining internal control relevant to the preparation. The proposal must not include compiled financial statements. Compiled financial statements will not be accepted because the accountant does not obtain or provide any assurance that there are no material modifications that should be made to the financial statements. That is, there is no assurance that the organization is misrepresenting costs on compiled financial statements which puts the agency at risk. The objective of compiled financial statements is to assist management in presenting financial information in the form of financial statements without undertaking to provide any assurance that there are no material modifications that should be made to the financial statements. If the small business offeror receives an award based on the submission of Reviewed Financial Statements, within six months after the end of the small business offeror's fiscal year, they must submit an adequate final incurred cost proposal to the to the Contracting Officer (or cognizant Federal agency official) and auditor within the 6-month period following the expiration of each of its fiscal years in accordance with the Allowable Cost and Payment Clause FAR 52.216-7. The receipt of an adequate proposal by the audit office starts the audit process. This audit will establish the final indirect cost rate(s) for the audited year. 76 | Page Provisional rates will be updated as needed based on current information. USAID auditors will work with the small business to issue a NICRA establishing the proposed provisional indirect cost rates after the award based upon acceptable information submitted above.

**(12)** Include a line in the Budget with the Total Indirect Costs.

**(13) Fixed Fee** - The Budget must include the proposed total fixed fee amount, if any is proposed. The Offeror must explain the basis of fee, in accordance with FAR 15.404-4, with regards to the applicable factors of technical, management, support for Federal socioeconomic programs,

contractor cost risk, contractor effort, and cost control and other past accomplishments, independent development, and capital investments. Any additional factors may be discussed as a basis for fee.

Fixed Fee will be applied as appropriate in accordance with B.7 "PAYMENT OF FIXED FEE", "Allowable Cost and Payment" (FAR 52.216-7), and "Fixed Fee" (FAR 52.216-8).

(14) Include a line in the budget with the Total Estimated Cost of the activity plus fixed fee.

### **Supporting Documents**

The Offeror must provide additional supporting budget documentation to substantiate any proposed costs. Negotiated Indirect Cost Rate Agreements (NICRA) must be included in the Cost Proposal.

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

### **Part 3 - Representations, Certifications, and Other Statements of Offerors:**

(1) Offerors and proposed subcontractors must ensure they are registered with the System for Award Management ([www.sam.gov](http://www.sam.gov)) per FAR part 4.

(2) The Offeror and each proposed subcontractor must complete Section K, "Representations, Certifications, and Other Statements of Offerors". The Offeror must provide a signed and dated Section K. The submission of these items in accordance with these instructions will, if the Government accepts the offer, contractually bind the Government and the successful Offeror to the terms and conditions of the prospective contract (i.e., sections A through I). The Government advises prospective Offerors to read the terms and conditions of the prospective contract carefully and to refer any questions of interpretation to the Contracting Officer in writing.

(3) Offerors are required to detail and certify as to their small business status if not otherwise detailed in SAM.

### **Part 4 - Policies and Procedures:**

The Offeror must submit a copy of its personnel policies and procedures. The personnel policies will include salary and wage scales, fringe benefits, merit increases, promotions, leave, and differentials, travel and per diem regulations, etc.

### **Part 5 - Joint Venture Information:**

If two or more parties have formed a partnership or joint venture (see FAR Subpart 9.6), for the purpose 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, teaming arrangements must be identified, company relationships must be fully disclosed, and respective responsibilities and methods 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 of the resultant contract, 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.

**Part 6 - Evidence of Responsibility:**

The prime and subcontractors must submit sufficient evidence of responsibility for the Contracting Officer to make an affirmative determination of responsibility pursuant to the requirements of FAR Subsection 9.104-1. If the Offeror fails to submit sufficient evidence for the Contracting Officer to make a determination of responsibility, then the Contracting Officer may make a determination of non-responsibility and the Offeror may be precluded from being awarded a contract. However, in the case of a small business Offeror, the Contracting Officer will comply with FAR 19.6.

Accordingly, prime contractors must seriously address each element of responsibility. To be determined responsible, a prospective contractor and subcontractors must:

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

**Part 7 - Letters of Commitment (Subcontractors):**

The cost proposal must include a letter, on subcontractor letterhead, and signed by an authorized representative of each subcontractor, which specifically indicates the subcontractor's agreement to be included in the Offeror's proposed teaming arrangement.

**Part 8 - Information to Support Consent to Subcontractors:**

The Offeror must address each of the elements in FAR 44.202-2 for proposed subcontractors to be considered by the Contracting Officer for consent to subcontract to be granted with the initial award.

**Part 9 - Information Concerning Workday, Workweek, and Paid Absences:**

- (i) The Offeror and each proposed subcontractor must 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 subcontractor must indicate how paid absences (i.e., US holidays, local holidays, vacation, and sick leave) will be covered.
- (ii) A normal work-year, including paid absences (holidays, vacation, and sick leave) is 2,080 hours (260 days x 8 hours per day). However, some organizations do not have an 8-hour workday and some accounting systems normally provide for direct recovery of paid absences by using a work-year of less than 2,080 hours to compute individuals' unburdened daily rates. The Offeror and subcontractors must describe their core workday and work-week policies.
- (iii) The workday and work-week policies and the method of accounting for paid absences for the Offeror and subcontractors in effect at the time of award will remain enforced throughout the period of the award.

#### **L.10 INSTRUCTIONS FOR THE PREPARATION OF BRANDING AND MARKING PLANS**

In accordance with Sections D and L of this solicitation, the Offeror must submit and negotiate a Branding Implementation Plan (BIP) and a Marking Plan (MP). The BIP will be included in and made a part of the resultant contract. The BIP will be negotiated within the time that the Contracting Officer specifies. Failure to submit and negotiate a BIP will make the Offeror ineligible for the award of a contract. The cost proposal must include all estimated costs associated with the Branding Implementation Plan and the Marking Plan.

Offeror(s) must submit BIP and MP as a separate annex to the Technical Proposal as described in Section L.8. The BIP and MP will not be evaluated. Offerors will be required to submit formal and detailed Branding Implementation Plan and Marking plans for final review before award if included in the competitive range.

##### **Branding Implementation Plan (BIP):**

A Branding Implementation Plan must be developed and submitted by the Offeror using the template provided in Attachment 3 to this RFP. It must describe how the project will be communicated to the beneficiaries and promoted to host-country citizens. It must outline the events and materials the Offeror will use to deliver the message that the assistance is from the American people. More specifically, the Branding Implementation Plan must address the following:

1. How to incorporate the message, "This assistance is from the American people," in communications and materials directed to beneficiaries, or provide an explanation if this message is not appropriate or possible.
2. How to publicize the program, project, or activity, 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, web casts, e-invitations, or other emails sent to group lists, such as participants for a training session blast emails or other Internet activities, etc.

3. The key milestones or opportunities anticipated to generate awareness that the program, project, or activity is from the American people, 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 project, or to an opportunity to showcase publications or other materials, research findings, or project success. These include, but are not limited to, the following: launching the project, 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 project impact/overall results.

**Marking Plan (MP):**

The Offeror must develop and submit a marking plan to enumerate the public communications, commodities, and project 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. A Marking Plan template is provided as Attachment 4 to this RFP.

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

**L.11 WAIVERS UNDER FAR PART 4.2101 PROHIBITION ON COVERED TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES AND EQUIPMENT (DECEMBER 2021)**

- (a) This solicitation and any resultant award(s) is subject to the requirements of section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act (NDAA) for Fiscal Year (FY) 2019 (Pub. L. 115–232) as implemented through FAR 52.204-24 and FAR 52.204-25 of this solicitation.
- (b) Waivers.
  - (1) The submission of an offer where the Offeror makes a representation at paragraph (d)(2) of the provision at FAR 52.204–24 that it “does” use covered telecommunications equipment or services will mean the Offeror is seeking a waiver.

As part of the disclosure requirements under the provision FAR 52.204–24 submitted as part of the offer, the Offeror/Contractor must describe the circumstances (including in-country circumstances) where the Offeror/Contractor uses covered technology. This must include an identification of whether the covered technology is provided by communications service-providers, such as internet, cell phone, landline or others; the specific country where it is used; whether a Section 889-compliant alternative is or is not available in the specific country where the covered technology is being used based on the Offeror's/Contractor's reasonable inquiry; and a description of the presence of any other covered technology, whether it be in any internal systems or elsewhere in the supply chain.

- (2) If an existing waiver does not apply, USAID does not guarantee that waiver requests from such an offeror will be considered; USAID may make an award to an offeror that does not require a waiver. Where agency needs do not permit time to obtain a waiver, USAID may move forward and make an award to an offeror that does not require a waiver. Per FAR 4.21, USAID will not make an award to an offeror(s) that does not receive the approved waiver.
- (3) Where USAID decides to initiate the formal Agency waiver process:
- (i) The CO will require the apparently successful offeror(s) to submit the information in paragraph (4) of this section. Alternately, offerors may provide the information with their initial proposal, at their discretion. Offerors must appropriately mark the appropriate portions of their submission as Proprietary Data where applicable.
  - (ii) For Indefinite Delivery contracts under (48 CFR) FAR subpart 16.5, waiver requests will be addressed prior to award of the basic contract.
  - (iii) In the event that the waiver is not approved, the Contracting Officer will notify the offeror.
- (4) Additional submission requirements:
- (i) A compelling justification for the additional time to implement the requirements under 889(a)(1)(B). The justification must:  
State the amount of additional time requested to meet the requirements of the statute (No Agency waiver will be authorized to extend beyond August 13, 2022); and
    - b. Provide an explanation supporting the requested time period, to include the time required to implement the Phase out Plan described below.
  - (ii) A full and complete laydown of the presences of covered telecommunications or video surveillance equipment or services in the entity's supply chain to include:
    - a. Complete technical design documentation of where, how, and what covered equipment or services are being used by the Offeror;
    - b. Technical architecture diagram of where the covered technologies are being used (for the system, equipment, service); and
    - c. Description of how the covered technologies are being used, how often the covered technology is used by the Offeror, and what data traverses the technology.
  - (iii) A Phase-Out Plan for eliminating the covered equipment or services from the Offeror's systems, including the covered equipment or services identified in the laydown. The Plan must include:  
Description of how the Offeror will eliminate all covered equipment or services by the date specified in (4)(i)(b) above;  
When applicable, milestones and timeframes for providing updates to the COR on the Phase-Out Plan implementation;  
Identification of other available options;
    - i. Replacement of covered equipment and systems, as applicable;
    - Ii. Accessibility of the alternative equipment and systems, as applicable; and
    - iii. In the case of covered services, the proposed use and availability of other service provider(s) without the covered technologies in the supply chain.

(iv) Pending waiver requests/Approved waivers:

Pending - Solicitation Number/title/Issuing Office (Mission or USAID/W) of those offers where the CO has requested the information under this provision.

Approved Waivers - Award number/title/Issuing Office (Mission or USAID/W)

[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 in accordance with FAR 52.215-1.
- b. The Government intends to evaluate Offerors in accordance with the criteria stated in this section of this RFP and make a contract award to the responsible Offeror(s) whose proposal(s) represents the best value to the U.S. Government.
- c. The submitted technical information will be evaluated by a technical evaluation committee using the technical criteria shown below. The evaluation committee may include industry experts who are not employees of the Federal Government.
- d. For overall evaluation purposes, technical evaluation factors are considered significantly more important than cost or price factors.
- e. Cost is not a weighted factor, however when technical proposals are essentially equal, then cost/price may become the determining factor in source selection.

### M.2 TECHNICAL EVALUATION CRITERIA

The technical proposal will be rated by a technical evaluation committee using the criteria shown in this Section. The criteria below reflect the requirements of this particular solicitation. Offerors should note that this criteria: (1) serve as the standard against which all proposals will be evaluated, and (2) serve to identify the significant matters which offerors should address in their proposals.

The technical evaluation criteria are presented by major category in descending order of importance, with Technical Approach being the most important.

#### **Factor 1: Technical Approach**

The extent to which the proposal provides a technically sound, realistic and contextually appropriate approach to successfully implementing the statement of work in accordance with the program management principles described in Section C.

#### **Factor 2: Staffing and Management Plan**

The extent to which the Offeror proposes a sound staffing and management plan and proposed organizational structure that will lead to a rapid, successful and effective implementation of the activity to achieve the expected results in a cost-effective and efficient manner.

The extent to which the proposed staffing, including key personnel and non-key staff, demonstrates the necessary technical expertise and management capacity to effectively implement the statement of work and achieve the outcomes and overall target described in Section C.



\* Note that proposed candidates for key personnel positions must meet the requirements set forth in Section F.5 for these positions. The evaluation of key personnel will include reference checks.

**Factor 3: Past Performance**

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

Adverse past performance information to which the Offeror previously has not had an opportunity to respond will be addressed in accordance with the policies and procedures set forth in FAR 15.3.

USAID will initially determine the relevance of similar performance information as a predictor of probable performance under the subject requirement. USAID may give more weight to performance information that is considered more relevant and/or more current.

The contractor performance information determined to be relevant will be evaluated in accordance with the elements below:

1. **Quality of product or service**, including consistency in meeting goals and targets.
2. **Cost control**, including forecasting costs as well as accuracy in financial reporting.
3. **Schedule**, including the timeliness against the completion of the contract, task orders, milestones, delivery schedules, and administrative requirements (e.g., efforts that contribute to or affect the schedule variance).
4. **Management**, addressing the history of professional behavior and overall business-like concern for the interests of the customer, including the contractor's history of reasonable and cooperative behavior (to include timely identification of issues in controversy), customer satisfaction, timely award and management of subcontracts, cooperative attitude in remedying problems, and timely completion of all administrative requirements, management of Key Personnel, including appropriateness of personnel for the job and prompt and satisfactory changes in personnel when problems with clients were identified.
5. **Regulatory compliance**, including compliance with all terms and conditions in the awards relating to applicable regulations and codes (financial, environmental, safety, and other reporting requirements).
6. **Utilization of Small Business**, for prime contractors who are not small business concerns, their utilization of small business concerns as subcontractors, including efforts in achieving small business participation goals.

An offeror's performance will not be evaluated favorably or unfavorably when:

- (1) The Offeror lacks relevant performance history,

- (2) Information on performance is not available, or
- (3) The Offeror is a member of a class of Offerors where there is provision not to rate the class against a sub factor.

When this occurs, an offeror lacking relevant performance history will be assigned a "neutral" rating. The Offerors with no relevant past performance history will be evaluated in accordance with FAR 15.305(a)(2). Prior to assigning a "neutral" past performance rating, the Contracting Officer may consider a broad range of information related to an Offeror's performance.

### **M.3 COST PROPOSAL EVALUATION**

Cost proposals will be evaluated but will not be rated. The evaluation of the offeror's cost proposal will include a cost analysis and cost realism analysis. This analysis will consist of a review of the cost portion of the offeror's proposal to determine if the overall costs proposed are:

- a) reasonable and well-explained by complete supporting information;
- b) realistic for the work to be performed;
- c) reflect the offeror understands of the requirements; and
- d) are consistent with the Technical Proposal.

In accordance with FAR 15.404-1(d), the Government will perform a cost realism analysis by independently reviewing and estimating the specific elements of each Offeror's proposed cost estimate to determine whether the estimated proposed costs 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 described in the Offeror's Technical Proposals. A cost realism analysis will be used to determine the probable cost of performance for each Offeror. The probable cost will be determined by adjusting each Offeror's proposed cost, and fee when appropriate, to reflect any additions or reductions in cost elements to realistic levels based on the results of the cost realism analysis.

### **M.4 DETERMINATION OF COMPETITIVE RANGE**

The Contracting Officer intends to make an award without discussions. However, if the Contracting Officer determines that discussions are necessary, he/she will establish a Competitive Range composed of only the most highly rated proposals. 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 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 an unfair advantage over those more competitive offers.

**M.5 SOURCE SELECTION**

In accordance with FAR 52.215-1, the award will be made by the CO to the responsible Offeror whose proposal represents the best value to the U.S. Government after evaluation in accordance with the factors and subfactors as set forth in this solicitation.

This procurement utilizes the tradeoff process described in FAR 15.101-1.

**[END OF SECTION M]**

## **ATTACHMENT 1 - BUDGET TEMPLATE**

(see attached Excel spreadsheet)

As described in Section L.9 of this RFP, Offerors must utilize the attached Excel spreadsheet as a template for preparing their budget submissions. Offerors must note that any cost information that may appear in the template is included therein as an example to demonstrate formulas. The information should be deleted and replaced with the Offeror's proposed costs.

## ATTACHMENT 2 - USAID'S BRANDING STRATEGY FOR THE WEC ACTIVITY

**The name of the project:** Water Efficiency and Conservation (WEC)

Translations to other applicable languages must be proposed by the contractor and approved by USAID as part of the Branding Implementation Plan.

**Positioning:** Publicity materials and communications must clearly reflect the notion that this activity is provided by the American People through USAID, with the close collaboration and support of the Government of Jordan. No other organizations or bodies must be acknowledged publicly in connection with the "Water Efficiency and Conservation". The contractor must use full branding and the USAID tagline "From the American People" on materials and communications, which may be translated into local languages as appropriate.

**The desired level of USAID's visibility** for this project is **high**.

**The primary audience** for all materials and documents produced includes USAID/Jordan, the Government of Jordan, and other stakeholders. The secondary audience for materials and documents produced includes other donors, , international organizations and institutions, development partners, and sub-contractors.

## ATTACHMENT 3 - GUIDANCE FOR THE PREPARATION OF THE BRANDING IMPLEMENTATION PLAN

### **Branding Implementation Plan for USAID Water Efficiency and Conservation (WEC) Activity.**

With reference to ADS 320.3.2.2, below is guidance for preparing the required Branding Implementation Plan:

Please address the following:

- How to incorporate the message, “This assistance is from the American people,” in communications and materials directed to beneficiaries, or provide an explanation if this message is not appropriate or possible.
- 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
  - PSAs
  - Videos; and
  - Webcasts, e-invitations, or other emails sent to group lists, such as participants for a training session blast emails or other Internet activities, etc.
- The key milestones or opportunities anticipated to generate awareness that the program, project, or activity is from the American people, 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,
  - Spotighting trends,
  - Highlighting success stories,
  - Featuring beneficiaries as spokespeople,
  - Showcasing before-and-after photographs,
  - Marketing agricultural products or locally produced crafts or goods,
  - Securing endorsements from ministry or local organizations,
  - Promoting final or interim reports, and
  - Communicating program impact/overall result.

## **ATTACHMENT 4 - GUIDANCE FOR THE PREPARATION OF THE MARKING PLAN**

### **Marking Plan for the USAID Water Efficiency and Conservation (WEC) Activity.**

With reference to ADS 320.3.2.3, below is guidance for the required Marking Plan:

A Marking Plan is developed by prospective contractors to enumerate the public communications, commodities, and program materials and other items that visibly bear or will be marked with the USAID Identity. 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. Where applicable, a host-country symbol or ministry logo, or another U.S. Government logo may be added.

Except for the manufacturer's trademark on a commercial item, the corporate identities or logos of contractors or subcontractors are not permitted on USAID-funded program materials and communications, unless specified in the USAID Graphic Standards Manual.

The Marking Plan may include requests for exceptions to marking requirements, to be approved by the CO. To ensure that all items are appropriately marked in accordance with this policy, all USAID direct contracts must incorporate a Marking Plan that details the public communications, commodities, and program materials and other items that will bear visibly of the USAID Identity.

Contract deliverables to be marked with the USAID Identity must follow design guidance for color, type, and layout in the Graphic Standards Manual.

The Marking Plan will be incorporated in the contract and must address the following specific contract deliverables or performance requirements:

- Commodities or equipment provided under humanitarian assistance, disaster relief or development programs, and all other program commodities and equipment funded by USAID contracts, and their export packaging, must prominently display the USAID Identity.
- Program, project, or activity sites financed by USAID contracts, including visible infrastructure projects (roads, bridges, buildings, etc.) or others that are physical in nature (agriculture, forestry, water management, etc.), must prominently display the USAID Identity. Temporary signs must be erected early in the construction or implementation phase. When construction or implementation is complete, the contractor must install a permanent, durable and visible sign, plaque, or other marking.
- Public communications financed by USAID contracts that are print products must prominently display the USAID Identity. These communications include, but are not limited to, the following:
  - Publications
  - Reports
  - Research results, studies, and evaluations
  - Brochures, leaflets, informational, and promotional materials
  - Folders
  - Success stories
  - Posters

- Banners and Signs
  - Print PSAs, newspaper supplements and other paid placements such as advertorials
  - (Non-administrative) advertisements about program events/activities
  - Training manuals, workbooks, and guides
  - Press releases, fact sheets, media advisories (*note: the U.S. Ambassador or Public Affairs Officer may request these materials to be distributed on U.S. Embassy letterhead*); and
  - Letterhead used for program-related purposes (invitations to events, etc.), as opposed to contractor administrative purposes.
- Public communications financed by USAID contracts that are audio, visual, or electronic must prominently display the USAID Identity. Such communications include, but are not limited to, the following:
    - Web sites
    - Videos
    - CDs and DVDs
    - TV PSAs
    - PowerPoint and other program-related presentations
    - Mass distribution electronic mail sent for program purposes, such as invitations to training events or other widely attended program-related gatherings; and
    - Radio PSAs, which must include an audio tag, such as, “made possible by USAID: From the American people.”
- Studies, reports, publications, Web sites, and all informational and promotional products not authored, reviewed, or edited by USAID must contain a provision substantially as follows:
 

*This study/report/Website (specify) is made possible by the support of the American People through the United States Agency for International Development (USAID.) The contents of this (specify) are the sole responsibility of (name of organization) and do not necessarily reflect the views of USAID or the United States Government.*
- Events financed by USAID contracts must prominently display the USAID Identity. Such events include, but are not limited to, the following:
    - Training courses
    - Conferences
    - Seminars
    - Briefings
    - Exhibitions
    - Fairs
    - Workshops
    - Press conferences
    - Other public meetings and activities; and
    - Invitations, press releases, publicity, and media materials, presentations and handouts associated with these events that are produced under a USAID direct contract.
- Grants under contracts, when authorized, must be branded and marked like grants, and the policy directives and required procedures for branding and marking of assistance awards in section **320.3.3**, and [2 CFR 700](#), apply. The contractor is responsible for including branding and marking



requirements for these grants in its Branding Implementation Plan and Marking Plan, as part of its overall responsibility for managing grants under its contract.

- USAID reserves the right to request preproduction review of USAID-funded public communications and program materials for compliance with USAID graphic standards and the approved Marking Plan.

All of the above requirements are subject to USAID-approved exceptions and waivers.

The following exceptions reflect USAID's usual, non-emergency practices in not marking certain contract deliverables for programmatic reasons. The CO, in consultation with the Activity Manager/RO, has the authority to determine that marking is not appropriate, if marking of specifically identified contract deliverables, or of all contract deliverables, would:

- Compromise the intrinsic independence or neutrality of a program or materials where independence or neutrality is an inherent aspect of the program and materials. This includes, but is not limited to, the following:
  - Election monitoring or ballots, and voter information literature
  - Political party support or public policy advocacy or reform
  - Independent media, such as television and radio broadcasts, and newspaper articles and editorials; and
  - PSAs or public opinion polls and surveys.
- Diminish the credibility of audits, reports, analyses, studies, or policy recommendations whose data or findings must be seen as independent.
- Undercut host-country government "ownership" of constitutions, laws, regulations, policies, studies, assessments, reports, publications, surveys or audits, PSAs, or other communications better positioned as "by" or "from" a cooperating country ministry, organization, or government official.
- Impair the functionality of an item, such as sterilized equipment or spare parts.
- Incur substantial costs or be impractical, such as items too small or otherwise unsuited for individual marking, such as food in bulk.
- Offend local cultural or social norms, or be considered inappropriate on such items as condoms, toilets, bed pans, or similar commodities.
- Conflict with international law, such as the internationally recognized neutrality of the International Red Cross (IRC) or other organizations.
- Deter achievement of program goals, such as cooperating with other donors or ensuring repayment of loans.

The CO's determination that an exception does not apply is not subject to a separate appeal process but may be handled through normal contract award or administration procedures.

**ATTACHMENT 5 - INITIAL ENVIRONMENTAL EXAMINATION FOR THE WEC ACTIVITY**

(the attachment begins on the following page)



# INITIAL ENVIRONMENTAL EXAMINATION

## ACTIVITY DATA

<b>Activity Name:</b>	Water Efficiency and Conservation (WEC)
<b>Geographic Location(s) (Country/Region):</b>	Jordan/Middle East
<b>Amendment (Yes/No), if Yes indicate # (1, 2...):</b>	No
<b>Implementation Start/End Date (FY or M/D/Y):</b>	July 2022 - July 2028
<b>If Amended, specify New End Date:</b>	
<b>Solicitation/Contract/Award Number(s):</b>	TBD
<b>Award Type:</b>	CPFF contract
<b>Implementing Partner(s):</b>	TBD
<b>Bureau Tracking ID:</b>	ME 21-70
<b>Tracking ID of Related RCE/IEE (if any):</b>	
<b>Tracking ID of Other, Related Analyses:</b>	

## ORGANIZATIONAL/ADMINISTRATIVE DATA

<b>Implementing Operating Unit(s):</b> (e.g. Mission or Bureau or Office)	USAID/Jordan
<b>Other Affected Operating Unit(s):</b>	Water Resources and Environment Office (WRE)
<b>Lead BEO Bureau:</b>	Middle East
<b>Funding Account(s) (if available):</b>	Economic Support Fund (ESF)
<b>Original Funding Amount:</b>	
<b>If Amended, specify funding amount:</b>	n/a
<b>If Amended, specify new funding total:</b>	n/a
<b>Prepared by:</b>	
<b>Date Prepared:</b>	May 18, 2021

## ENVIRONMENTAL COMPLIANCE REVIEW DATA

<b>Analysis Type:</b>	<input checked="" type="checkbox"/> Environmental Examination	<input type="checkbox"/> Deferral
<b>Environmental Determination(s):</b>	<input checked="" type="checkbox"/> Categorical Exclusion(s) <input checked="" type="checkbox"/> Negative <input type="checkbox"/> Positive <input type="checkbox"/> Deferred (per 22 CFR 216.3(a)(7)(iv))	
<b>IEE Expiration Date (if applicable):</b>		
<b>Additional Analyses/Reporting Required:</b>	EMMP	
<b>Climate Risks Identified (#):</b>	Low #	Moderate 4 High #
<b>Climate Risks Addressed (#):</b>	Low #	Moderate 4 High #

## THRESHOLD DETERMINATION AND SUMMARY OF FINDINGS

### ACTIVITY SUMMARY

The Water Efficiency and Conservation activity aims to increase water use efficiency and conservation in Jordan by applying commercial incentives to the agriculture and the municipal sectors and strengthening the Government of Jordan (GOJ) governance over irrigated agriculture. The activity consists of five components and utilizes the Market Systems Development approach to engage with the different market actors, including academia, the private sector and the water users themselves to achieve sustainable impact.

The five components are:

- i) Enhance the technical resources and skilled expertise surrounding irrigation leading to efficient and reduced water application in irrigated agriculture;
- ii) Support the Government of Jordan to reduce reliance on groundwater and explore the other sources;
- iii) Advance private sector participation in industrial water conservation;
- iv) Expand the use of treated wastewater in irrigated agriculture across the kingdom; and
- v) Explore efficient use of water conservation in the municipal sector.

Grants under contract are included under the Activity to support the achievement of its components, outcomes and target.

This Activity will contribute to achieving USAID/Jordan's CDCS Development Objective (DO2): Jordan's Ability to Contribute to its Water Security Strengthened. The Activity falls under intermediate result (IR) 2.3: Water Efficiency and Conservation Expanded for Development. The Activity will also contribute to IR 2.2: Water Sector Governance and Management Strengthened and IR 2.4: Inclusive Participation in Water Sector Decision-Making Increased.

### ENVIRONMENTAL DETERMINATIONS

A **Negative Determination with Conditions (NDC)** is recommended for actions or interventions **under all five components. The Implementing Partner will agree with the COR on the interventions which will require an Environmental Mitigation and Monitoring Plan (EMMP).** The Implementing Partner is required to screen all sub-activities and grants for environmental and social impact prior to implementation. For sub-activities or grants found to pose risk of significant impacts, a Scoping Statement and potentially a full Environmental Assessment might be required in accordance with 22 CFR 216.

Under Component 1, the contractor might propose interventions related to the installation of irrigation systems through the private sector, which could have environmental impacts such as the disruption of soil, the generation of dust and noise, and the disturbance of plants and animals. Under Component 2, the support to the Ministry of Water and Irrigation to design incentive systems and programs to cooperate with the private sector on irrigation management will have environmental and social impacts that must be identified in advance by the Implementing Partner. Under Component 3, the contractor will facilitate and further encourage partnerships with the private sector in the efficient management and conservation of freshwater used in selected industries which are ranked as high consumers of water. The contractor will explore different opportunities for the possible use of recycled water as a substitute for freshwater in the industrial sector in Jordan. Component 4 deals with increasing the reliance on treated wastewater, managing irrigation systems that convey this water efficiently and safely,

and on increasing the acceptance of the consumers of agricultural products grown on treated wastewater, which are all interventions that must be included in the EMMP. Finally, Component 5 will identify the necessary actions and implement interventions that lead to reducing water consumption in the domestic sector (water used for drinking, tourism, schools, medical uses, etc), which will most probably include interventions that will affect the environment and have social impacts.

For grants under contracts, an environmental review against 22 CFR 216 will be carried out to screen grant proposals to ensure the funded proposals will not result in adverse environmental impact, to develop mitigation measures, as necessary, and to specify monitoring and reporting.

A **Categorical Exclusion (CE)** is recommended for interventions within any/all of the five components of this activity. We foresee interventions requiring research, studies and analysis, which fall under 22 CFR 216.2 (c)(2)(iii) and interventions involving the facilitation of meetings, workshops, and liaising with stakeholders, which fall within the exceptions identified in 22 CFR 216.2 (c)(2)(i).

Upon approval of this document, the determinations become affirmed, per Agency regulations (22 CFR 216).

**TABLE 1: ENVIRONMENTAL DETERMINATIONS**

Components	Categorical Exclusion Citation (if applicable)	Negative Determination
Component 1: Enhance the technical resources and skilled expertise surrounding irrigation leading to efficient and reduced water application in irrigated agriculture	22 CFR 216.2(c)(2)(i)	<input checked="" type="checkbox"/>
Component 2: Support the Government of Jordan to reduce reliance on groundwater and explore the other sources	22 CFR 216.2(c)(2)(i)	<input checked="" type="checkbox"/>
Component 3: Advance private sector participation in industrial water conservation	22 CFR 216.2(c)(2)(i)	<input checked="" type="checkbox"/>
Component 4: Expand the use of treated wastewater in irrigated agriculture across the kingdom	N/A	<input checked="" type="checkbox"/>
Component 5: Explore efficient use of water conservation in the municipal sector	22 CFR 216.2(c)(2)(iii)	<input checked="" type="checkbox"/>
GUC	N/A	<input checked="" type="checkbox"/>

## CLIMATE RISK MANAGEMENT

The Activity design team, in consultation with the Climate Integration Lead (CIL), considered the potential effect of climate risks/stressors on the sustainability of the Activity (changing precipitation patterns, rising temperature, floods, droughts, fires, landslides, etc.) in addition to the impact of project activities on the climate (increased greenhouse gas emissions, land use changes, etc.). See Annex 1 for the complete Climate Risk Management (CRM) table.

## IMPLEMENTATION

In accordance with 22 CFR 216 and Agency policy, the conditions and requirements of this document become mandatory upon approval. This includes the relevant limitations, conditions

and requirements in this document as stated in Sections 3, 4, and 5 of the IEE and any BEO Specified Conditions of Approval.

## USAID APPROVAL OF INITIAL ENVIRONMENTAL EXAMINATION

**ACTIVITY NAME:** Water Efficiency and Conservation

**Bureau Tracking ID:** ME 21-70

*(This section was redacted.)*

**DISTRIBUTION:** Mission Environmental Officer; all effected activity files and IPs; IEE File; Environmental Compliance Database

# INITIAL ENVIRONMENTAL EXAMINATION

## 1.0 ACTIVITY DESCRIPTION

### 1.1 PURPOSE OF THE IEE

The purpose of this document, in accordance with Title 22, Code of Federal Regulations, Part 216 ([22 CFR 216](#)), is to provide a preliminary review of the reasonably foreseeable effects on the environment of the USAID intervention described herein and recommend determinations and, as appropriate, conditions, for these activities. Upon approval, these determinations become affirmed, and specified conditions become mandatory obligations of implementation. This IEE also documents the results of the Climate Risk Management process in accordance with USAID policy (specifically, [ADS 201mal](#)).

This IEE is a critical element of USAID's mandatory environmental review and compliance process meant to achieve environmentally sound design and implementation. Potential environmental impacts should be addressed through formal environmental mitigation and monitoring plans (EMMPs) and/or Environmental Assessments (EAs), if needed.

### 1.2 ACTIVITY OVERVIEW

The Water Efficiency and Conservation activity aims to increase water use efficiency and conservation in Jordan by applying commercial incentives to the agriculture and the municipal sectors and strengthening the Government of Jordan (GOJ) governance over irrigated agriculture.

### 1.3 ACTIVITY DESCRIPTION

This Activity will contribute to achieving USAID/Jordan's CDCS Development Objective (DO2): Jordan's Ability to Contribute to its Water Security Strengthened. The Activity falls under intermediate result (IR) 2.3: Water Efficiency and Conservation Expanded for Development. The Activity will also contribute to IR 2.2: Water Sector Governance and Management Strengthened and IR 2.4: Inclusive Participation in Water Sector Decision-Making Increased.

The activity consists of five components and utilizes the Market Systems Development approach to engage with the different market actors, including academia, the private sector and the water users themselves to achieve sustainable impact. The activity components are:

**Component 1:** Enhance the technical resources and skilled expertise surrounding irrigation leading to efficient and reduced water application in irrigated agriculture.

The following are illustrative examples of interventions under this component:

- a) Provide technical assistance to local and international irrigation equipment suppliers and build their capacity to provide technical advisory services to enable these suppliers to implement activities to promote water-saving technologies to the farmers to increase water efficiency and conservation in agriculture.
- b) Create an apprenticeship program in cooperation with a technical training provider and other concerned stakeholders (e.g. the Ministry of Labor, The Vocational and Technical Skills Development Commission) for current and future agriculture technicians that adheres

to sector-specific and national standards. The program must center around the efficient use of resources, especially water.

- c) Develop a market for advisory services, including increased participation of women and youth, that promotes water conservation and efficiency.
- d) Increase the availability of information and technologies that support water efficiency, improve irrigation management, and inform municipal water use.

**Component 2:** Support the Government of Jordan to reduce reliance on groundwater and explore the other sources

The following are illustrative examples of interventions under this component:

- a) Support GOJ to develop and implement partnership programs with the private sector to reduce agricultural water consumption and increase the efficiency of water utilized by farming. Activities that tie the public and private sectors must be designed with an eye on the long-term vision of monitoring and conserving water resources conducted by the Ministry of Water and Irrigation combined with the flexibility and creativity provided by the private sector.
- b) Support GOJ to approach agricultural land use planning strategically, to plan for future agricultural land development where the water resources are sustainable (e.g. brackish and treated wastewater), evaluate the current agricultural areas in light of the status of water resources, and develop scenarios for future agricultural development including plans to substitute groundwater as the main source of future and existing agricultural investments with treated wastewater.
- c) Facilitate communication and dialogue between the Ministry of Water and Irrigation and farmers through stakeholder consultations to increase GOJ ability to develop incentive schemes that address the needs of the users and to increase its ability to enforce the laws and regulations that govern irrigated agriculture. This dialogue venue is a tool to disseminate and deliberate regulations and instructions relevant to the farmers (and any other issue) such as groundwater pricing.

**Component 3: Advance private sector participation in the efficient water use in the industrial sector**

The Contractor will work with the private sector to reduce the reliance of selected industries on fresh water resources by way of conservation or wastewater reuse. To achieve that, the Contractor must work with governmental and nongovernmental stakeholders along with the private sector (including industry owners and operators) to explore different means to achieve reduction in freshwater consumption in the selected industries. For this purpose, the contractor must review existing legislations and regulations and propose amendments as needed to facilitate the utilization of treated wastewater for industrial purposes. The contractor must also consider environmental compliance measures to create a favorable environment for private sector participation in increasing the efficiency of water use in industry.

The following are illustrative activities that may be considered under this component:

- a) Explore mechanisms for on-site treatment of water discharged from the industry.



- b) Re-engineering and re-design of the industry processes to increase water use efficiency, on-site treatment and reuse.
- c) Utilize treated wastewater from centralized nearby wastewater treatment plants to replace freshwater.
- d) Improve the governmental regulatory framework to promote the involvement of the Jordanian private sector in achieving water conservation and efficiency in the industrial, commercial or agricultural sectors.

The contractor should pursue an entrepreneurial, facilitative approach that provides targeted and strategic financial incentives to encourage investments by private sector firms that will result in substantive water savings.

**Component 4:** Expand the use of treated wastewater in irrigated agriculture across the kingdom

This component deals with increasing the reliance on treated wastewater, managing irrigation systems that convey this water efficiently and safely, and on increasing the acceptance of the consumers of agricultural products grown on treated wastewater.

The following are illustrative examples of interventions under this component:

- a) Increase social and cultural acceptance of the use of treated wastewater among the different users/sectors, particularly the agricultural ones. Acceptance must be accompanied and supported by scientific research and religious understanding, which must also be part of the proposed methodology.
- b) Increase demand of treated wastewater by farmers and provide technical support to use it in a safe manner in cooperation with JISMO, MOA, JVA and MWI, taking into consideration the fluctuation in the demand during the winter seasons.
- c) Support existing and new programs and mechanisms that monitor effluent quality and the end uses of treated wastewater, including the identification, development and implementation of response plans and risk monitoring in the case of emergencies such as changes in effluent quality and quantities (mainly during the winter seasons).

**Component 5:** Explore efficient use of water conservation in the municipal sector

This component will identify the necessary actions and implement interventions that lead to reducing water consumption in the domestic sector (water used for drinking, tourism, schools, medical uses, etc). Under this component, the following are illustrative interventions:

- a) As a first step, the Contractor must explore new and innovative opportunities to save water in households while considering the main influencing factors (such as income level, water use practices, location and housing type) to water demand within the Jordanian setting. Several previous activities targeted the residential sector, therefore, the Contractor must conduct a thorough review of past experiences and come up with lessons learned as not to repeat interventions that had proven to be unsuccessful in the past.
- b) In consultation with other stakeholders including targeted users, the Contractor must develop a list of interventions that will be screened (including screening of environmental

- impacts) based on performance and sector priorities, such as residential water use saving technologies, rainwater harvesting and other types of unconventional water use.
- c) The Contractor must conduct the required analysis for municipal water users that includes institutional, light industrial, touristic, educational and commercial facilities, worship facilities, education and touristic facilities, among others to identify potential sectors of priority that would benefit from water efficiency programs and yield significant water savings. One or more additional sectors will be selected to be targeted with water efficiency programs.
  - d) The Contractor must research local and international markets to develop a list of technologies and best practices to be installed in the residential and the other selected sector(s) to achieve the most efficient use of water.
  - e) In addition to implementing a program within the identified sectors/facilities on water conservation using local and international experiences and technologies, The Contractor must design and implement an incentive scheme program in coordination with MWI and the water utilities to ensure the sustainability of these programs in the future.

### Grants Under Contract (GUC):

The Contractor will implement a grants under contract mechanism to support the achievement of the components, outcomes and target. The Contractor must tailor the GUC mechanism under this activity to increase private sector involvement in the water conservation efforts in cooperation with GoJ. The Contractor may use this mechanism to test water technical water conservation solutions and test models of cooperation between the GoJ and the private sector. This is a cross-cutting intervention that can be tapped under any of the five components.

**TABLE 2:** DEFINED OR ILLUSTRATIVE ACTIVITIES AND SUB-ACTIVITIES

<b>Component 1:</b> Enhance the technical resources and skilled expertise surrounding irrigation leading to efficient and reduced water application in irrigated agriculture.
<b>Component 2:</b> Support the Government of Jordan to reduce reliance on groundwater and explore the other sources.
<b>Component 3:</b> Advance private sector participation in industrial water conservation.
<b>Component 4:</b> Expand the use of treated wastewater in irrigated agriculture across the kingdom.
<b>Component 5:</b> Explore efficient use of water conservation in the municipal sector.
<b>GUC:</b> a cross-cutting intervention that can be tapped under any of the five components.

Will this activity involve construction<sup>1</sup> as defined by ADS 201 and 303? Yes  No

<sup>1</sup> **Construction, as defined by ADS 201 and 303**, includes: construction, alteration, or repair (including dredging and excavation) of buildings, structures, or other real property and includes, without limitation, improvements, renovation, alteration and refurbishment. The term includes, without limitation, roads, power plants, buildings, bridges, water treatment facilities, and vertical structures. In the box below, describe any construction planned for this project/activity. Refer to [ADS 201maw](#) for required Construction Risk Management procedures.

Construction activities under WEC may include activities like the installation or rehabilitation of irrigation systems or any of their constituents. Construction activities may be part of the solutions that the Contractor will propose under Component 3, such as activities related to process re-engineering/ redesign, in the installation of a desalination plant, or in adapting a certain facility to wastewater reuse. Construction activities may also include the rehabilitation or installation of facilities and structures that can offset the reliance on municipal water and stretch the available water resources as much as possible such as rainwater harvesting cisterns, greywater systems, water treatment systems, and water-saving devices.

Construction activities may be implemented by the Prime Contractor as well as sub-awardees under the mechanism Grants under Contract.

## 2.0 BASELINE ENVIRONMENTAL INFORMATION

### 2.1 LOCATIONS AFFECTED AND ENVIRONMENTAL CONTEXT (ENVIRONMENT, PHYSICAL, CLIMATE, SOCIAL, THREATENED AND ENDANGERED SPECIES)

**Geography:** With a total land area of 89,342 sq km, Jordan is a relatively small country. It is bordered on the north by Syria, to the east by Iraq, on the east and south by Saudi Arabia and Israel to its west. According to the geographic and topographic characteristics, Jordan can be divided into three main climatic regions: the first one is the Jordan Valley or the Ghore Region (the Ghore means low land); the second is the Highlands Region; and the last is the Badia and Desert Region. Most of Jordan's terrain is the arid desert plateau; a great north-south geological rift along the west of the country is the dominant topographical feature and includes the Jordan River Valley, the Dead Sea, and the Jordanian Highlands. The Jordan Valley is about 108 km long, running from Lake Tiberias in northern Jordan to the Dead Sea and farther south to Aqaba, Jordan's only outlet to the sea, with 26 km of coastline and a single port. The most significant mountain area in Jordan is the Sharat range that runs east and southeast from the Dead Sea to the desert in the south. With an elevation of 1,854 meters, Jabal Umm ad Dami is the highest mountain in Jordan. Rivers running through Jordan are the 251-km-long Jordan River that empties into the Dead Sea that is the lowest point on earth and the second saltiest body of water in the world. Joining the Jordan River are two tributaries: the Yarmouk River originating in Syria, and the Zarqa River east of the Jordan River and originating from springs near Amman. Wadis, that are dry channels or ravines, flush flood during heavy rainfall. Wadi Rum is the largest wadi in Jordan.

**Climate:** Jordan has a hot, dry climate characterized by long, hot, dry summers and short, cool winters. The climate is influenced by Jordan's location between the subtropical aridity of the Arabian desert areas and the subtropical humidity of the eastern Mediterranean area. January is the coldest month, with temperatures from 5°C to 10°C, and August is the hottest month at 20°C to 35°C. Daily temperatures can be very hot, especially in the summer; on some days it can be 40°C or more, especially when the Shirocco (Khamsin) - a hot and dry wind - blows. These winds can sometimes be very strong and can cause sandstorms. About 70 percent of the average rainfall in the country falls between November and March; June through August are often rainless. Rainfall varies from season to season and from year to year. Precipitation is often concentrated in violent storms, causing erosion and local flooding, especially in the winter months. Rainfall amounts range from around 600 mm/year in the north-western highlands to less than 50 mm/year in the Gulf of Aqaba and the south-eastern desert.

**Biodiversity:** Due to Jordan's varied terrain, it is host to diverse ecosystems. The four of its major ecosystems— desert, scarp and highland, subtropical, and freshwater—can be classified into several sub-ecosystems, some of which are unique to Jordan. The diversity of Jordan's flora and fauna are indicative of their many origins. At the intersection of three continents, Jordan encapsulates four bio-geographical regions: the Mediterranean, Irano-Turanian, Saharo-Arabian and Sudanian penetration, however the country also has many endemic species. Over the last 120 years, many native Jordanian species have been lost and become nationally extinct, and plant diversity is facing a dramatic decline. In total, Jordan hosts 47 globally threatened species, as classified by the International Union for Conservation of Nature (IUCN) Red List. Out of its 78 species of mammals, 12 species are globally threatened, including the Arabian Oryx, Nubian Ibex and its three gazelle species. There are also 15 globally threatened bird species present in Jordan. There are 375 rare or very rare species of plants, 150 species are endangered, 18 of which are globally endangered on the IUCN list, and 75 are considered extinct. In the Gulf of Aqaba, many of the coral species are globally endangered and protected by several international conventions and treaties, such as the red and black corals.

**Demographic & Economic Information:** The current population of Jordan is estimated to be 10,223,093. With the population density in Jordan of 115 per Km<sup>2</sup> (298 people per mi<sup>2</sup>). About 91.5 % of the population is urban and the median age in Jordan is 23.8 years. Between years 2000 to 2020 Jordan experienced a period of fast population growth, dramatic population shifts and massive influxes of immigrants, increasing the population by over 5 million people. About 95-97% of Jordanians are Arabs, but there are many other ethnic groups in Jordan including refugees that have moved to Jordan to escape violence, Assyrian Christians make up 0.8% of the population, most of whom are Eastern Aramaic speaking refugees. There are 30,000 Kurds, most of which are refugees from Turkey, Iran and Iraq, and about 5,000 Armenians.

**Sources:**

The CIA World Factbook; <https://www.cia.gov/library/publications/the-world-factbook/>; Weather on Line: <https://www.weatheronline.co.uk/reports/>; Convention on Biological Diversity: <https://www.cbd.int/>; Worldometer: <https://www.worldometers.info/world-population/jordan-population/>; World Population Review: <https://worldpopulationreview.com/countries/jordan-population>

**2.2 APPLICABLE AND APPROPRIATE PARTNER COUNTRY AND OTHER INTERNATIONAL STANDARDS (E.G. WHO), ENVIRONMENTAL AND SOCIAL LAWS, POLICIES, AND REGULATIONS**

**Applicable Jordanian National Policies, Laws, and Regulations include:**

**Constitution:**

- [The Constitution of the Hashemite Kingdom of Jordan of 1952 Amended through 2016](#): The Constitution gives the legislative authority the right to issue laws to protect the environment of the country. However, environmental protection was not a priority to the Government until the late 90's. As such, the legislators partially tackled environmental issues by including environment related provisions in a number of Jordanian Laws.

**Key Legislation:**

- [Waste Management Framework Law No.16 of 2020](#) [Arabic, with English summary]: This Framework Law aims to classify and organize waste management roles and responsibilities in Jordan. Article 6 defines the set of guiding principles for regulation,

including prevention, the precautionary principle, extended producer responsibility, polluter pays, and the proximity principle. It establishes the Supreme Steering Committee for Waste Management in Article 9 to develop waste management policies, strategies and action plans and review progress. The Ministry of the Environment in Article 10 is tasked with inspections and permitting issues related to waste management.

- [Environmental Protection Law No. 6 of 2017](#). This Law consisting of 33 articles aims at protecting the environment providing that (i) the Ministry of Environment is the authority responsible for environmental protection; (ii) the Ministry together with the related parties shall develop the policies and prepare the plans and programs, work on forecasting climate change identifying the involved sectors, follow the implementation of international environmental agreements, protect the biodiversity identifying areas that need special attention, protect water sources, issue environmental permits for activities that have a strong impact on the environment, establish the principles governing use and circulation of hazardous substances, gather environmental information and establish a national environmental database, and prepare emergency and disaster management plans. The Law deals also with permits for facilities; harmful substances and rules for their entry, import, storage, circulation and use; management of hazardous waste; management of liquid and solid waste; and the establishment of an environmental protection Fund.
- [Climate Change Regulation No.79 of 2019 issued pursuant to Article 30 of the Environmental Protection Law No.6 of 2017](#). This Act consisting of 9 articles and III Annexes aims at implementing article 30 of the Environmental Protection Law of Jordan promulgated in 2017 by (i) providing for the detailed tasks and powers of the Ministry of Environment; (ii) designating the Ministry of the Environment as a contact point regarding the United Nations Framework Convention on Climate Change (UNFCCC); and (iii) establishing at the Ministry a National Committee for Climate Change chaired by the Minister of Environment as well as specifying its tasks and powers. Main tasks of the Ministry are as follows (i) propose to the Commission on policies and strategies for adaptation to climate change, reduction of negative impact and reduction of Greenhouse emissions; (ii) prepare and update specific related national contributions and communications; (iii) establish and manage a database to record documentation relating to emissions, containment measures, and climate financing data; (iv) aid research centers and connect to similar international centers. Main tasks of the Committee are (i) approve the proposals submitted by the Ministry and the other concerned bodies and the specific contributions; (ii) evaluate progress in implementing legislation and policies; (iii) propose necessary legislation according to national priorities and international commitments; (iv) approve the adoption of modern technologies related to the climate change.
- [Regulation of the Department of Environmental Protection No. 37 of 2018](#). This Decree aims at regulating the Royal Environmental Protection Department established in the Directorate of Public Security. It establishes a Supreme Steering Committee, chaired by the Minister of Environment. Main tasks of the Committee are (i) establish general environmental policies of the Department together with its annual strategies and action plans; (ii) approve annual funding to implement the Department's plans; (iii) approve

treaties and agreements in the field of environmental protection to be signed by the Department; (iv) form sub-committees to follow the implementation of committee resolutions. Main tasks of the Department concern (i) the controls on environmental crimes; (ii) accompany the officials of the Ministry of Environment in inspections relating to environmental crimes; (iii) protect forests, terrestrial and marine biodiversity, pollution control, water sources, natural areas and take the necessary legal measures; (iv) information and report exchange; and (v) prepare and participate in implementation of emergency plans or in cases of environmental disasters.

- [Regulation No.8 of 2015 on the administrative management system for the Ministry of Environment, issued under Article 120 of the Constitution](#) [Arabic, with English summary]: This Regulation establishes the organizational structure of the Ministry of Environment consisting of 11 directorates: Licenses and pollution reduction; Inspection and environmental control; Monitoring and environmental assessment; Management of wastes and harmful substances; Natural protection; Climate change; Communication and environmental awareness; Policies and institutional development; Human resources and management; Financial affairs; and Environmental protection in the provinces.
- Instructions of the use, import, and export of ozone depleting substances for the year 2016 ([Link to 2013 version of Instructions](#)) [Arabic, with English summary]: This Regulation governs the use, import, and export of substances depleting the ozone layer. Article 4 establishes the Ozone Unit at the Ministry of Environment and details its competencies and duties. Article 5 prohibits the establishment of new industrial facilities or expansion of existing industries that use substances depleting the ozone layer. Article 6 prohibits the import or re-export of Chlorofluorocarbons (CFCs).
- [Renewable Energy and Energy Efficiency Law No. 13 of 2012](#) [English]: This law outlines the regulatory framework for renewable energy and energy efficiency in Jordan. It identifies the Ministry of Energy and Mineral Resources (MEMR) as responsible for identifying and developing sites for renewable energy projects. It also establishes a Renewable Energy and Energy Efficiency Fund that is administered by MEMR to facilitate finance for project development, as well as establishing the criteria and process for public tendering.
- [Environmental Control and Inspection Regulation No.65 of 2009 issued under paragraph \(a\) of art.25 of the Environmental Protection Law No. 52 of 2006](#) [Arabic, with English summary]: This Act builds off of Article 25 of the Environmental Protection Law to provide clarification of how facilities comply with inspection procedures to limit environmental pollution. Articles 4-7 define the type of inspections required for different classifications of facilities, and Article 10 outlines the responsibilities of the Environmental Inspection and Control Directorate under the Ministry of Environment to conduct and manage facility inspections.
- [Environmental Protection Fund Regulation No. 18 of 2018](#) [Arabic, with English summary]: This Regulation establishes a fund for environmental protection issued under provisions from the Environmental Protection Law. The fund can support activities deemed to improve environmental protection and conservation, apply natural resource consumption to concepts of sustainable development, raise environmental awareness, especially on the use of environment-friendly manufacturing techniques, support national



priority sectors with achieving environmental compliance, and strengthen cooperation and information exchange with local, regional and international organizations on environmental issues.

- [Regulation No. 28 of 2005 on air protection](#) [Arabic, with English summary]: This Regulation details the requirements for compliance from different sectors that use pollutants that affect the quality of air in Jordan. Article 3 establishes the maximum emission levels of air pollutants. Article 4 entrusts the Ministry of Environment to classify the installations producing air pollutants. Article 6 defines requirements and conditions for places and sites of projects. Article 8 entrusts the Minister of Environment to issue the necessary instructions for the reduction of pollutants from vehicles. Articles 9-11 detail measures to be taken for the treatment of consumed mineral oils, and the requirements and conditions for chimneys and public places. Article 14 decrees the ban on the use of materials depleting the ozone layer.
- [Classification and Environmental Licensing Regulation No. 69 of 2020 \(Arabic text\)](#) This regulation is established based on Article 5 of the Environmental Protection Law No. 6 of 2017 and supersedes the Environmental Impact Assessment Regulation No. 37 of 2005. The new regulation was passed on July 5, 2020 and was published in the national gazette on August 16, 2020. It will take effect after 180 days from its publication in the national gazette, meanwhile Regulation 37/2005 is still valid.

#### **Other Relevant Legislation and Resources:**

##### [Law No. \(12\) For the Year 1968 The Organization of Natural Resources Affairs Law.](#)

The Natural Resources Authority (NRA) was established in 1965. In 1968 Law number 12 was authenticated to regulate tasks, responsibilities and management of NRA. In 1985, the Minister of Energy and Mineral Resources was assigned as the President of NRA. The NRA is structured in a way to serve and pursue its purpose to increase the share of the mining sector in the national GDP.

Source: FAOLEX Database: <http://www.fao.org/faolex/results/details/en/c/LEX-FAOC173241/>

#### **National Climate Change Framework:**

[The National Climate Change Policy of the Hashemite Kingdom of Jordan 2013-2020](#) was developed to strengthen Jordan's capacity to respond to the detrimental impacts of climate change as well as to solidify Jordan's global stewardship in emission reduction aims to achieve a pro-active, climate risk-resilient Jordan, to remain with a low carbon but growing economy, with healthy, sustainable resilient communities, sustainable water and agricultural resources, and thriving and productive ecosystems in the path towards sustainable development.

Source: UNDP:

[https://www.jo.undp.org/content/dam/jordan/docs/Publications/Climate%20change%20policy\\_JO.pdf](https://www.jo.undp.org/content/dam/jordan/docs/Publications/Climate%20change%20policy_JO.pdf)

#### **Applicable National Strategic Plans include:**

- [The National Green Growth Plan](#) aims to transform Jordan into a green growth economy by focusing on the six priority sectors of water, agriculture, transport, energy, waste and tourism. These sectors have been identified as high-potential growth areas, which if not managed sustainably will inhibit Jordan's development.
- [The National Biodiversity Strategy and Action Plan \(2015-2020\)](#) developed around addressing the direct and indirect causes of biodiversity loss, with particular focus on the issues of governance as the backbone of a successful implementation. This included the enhancement of the role of national coordination mechanisms, the encouragement of improved inter-institutional collaboration, the adoption of a courageous financing strategy, the enhancement of the participation of national and local stakeholders, and finally, investment in the new generation of biodiversity decision makers, practitioners, and beneficiaries.
- [National Water Strategy \(2016 – 2025\)](#) focuses on building a resilient sector based on a unified approach for a comprehensive social, economic and environmentally viable water sector development. While it recognizes the main sector stakeholders, their efforts and achievements so far, it proposes a policy-driven implementation plan that ensures coordination and integration of their efforts, based on individual and collective accountability and efficiency in their respective roles and responsibilities. The strategy is linking water scarcity with water security.
- [National Solid Waste Management Strategy \(2015-2034\)](#). The Government of Jordan approved its National Solid Waste Management Strategy in September 2015. The national strategy aims at shifting over 20 years from "an old, inefficient, costly and environmentally unstable municipal solid waste management system towards a modern and integrated one that will be based on the Three R's approach (Reduce – Reuse – Recycle)." In particular, it seeks to reduce by 75% the amount of bio-waste landfilled in 2024.
- [Master Strategy of the Energy Sector \(2020-2030\)](#). The Strategy was issued by MEMR in July 2020, it has four main sectors: energy security, acceptable prices of energy, sustainability, and increasing the share of local energy sources. The Strategy considers four scenarios for the energy sector with a focus on the increasing self-reliance scenario, main targets under this scenario include:
  - Increase local sources for power generation from 15% in 2019 to 48.5% in 2030
  - Increase the share of renewable energy in power generation from 21% in 2020 to 31% in 2030
  - Reduce the share of natural gas in power generation from 61% in 2020 to 53% in 2030
  - Improve energy efficiency in the different sectors by 9% by 2030 compared to 2018
  - Reduce carbon emissions by 10% by 2030
- [National Strategy and Action Plan for Sustainable Consumption and Production in Jordan \(2016 – 2025\)](#). The National Strategy and Action Plan for Mainstreaming Sustainable Consumption and Production (SCP) targeted three sectors: Agriculture / Food Production, Transport, and Waste Management Sectors aiming to support the



implementation of the agreed SCP strategic, operational objectives and actions at the national level.

### 2.3 COUNTRY/MINISTRY/MUNICIPALITY ENVIRONMENTAL CAPACITY ANALYSIS (AS APPROPRIATE)

Jordan has exceptionally high exposure to the exogenous shocks arising from spillover of regional conflicts magnified by its small size and a fragile natural environment. These challenges are aggravated by the scarcity of available water, deterioration of the water resources, land contamination, desertification, mismanagement of land use, poor waste management and air pollution. The challenge of environmental protection is divided between various governmental institutions in Jordan such as the Ministry of Environment, Ministry of Water and Irrigation, Ministry of Health, and the Ministry of Local Administration.

The present governance structure, lack of clarity on authority and lack of ministerial stability provides no incentives for initiative and action and encourages government stasis. Although the country has many strategic planning documents its strategic orientation is often not absorbed and implemented by the government apparatus even where profound sustainability issues are identified such as water and climate change. Price distortions and externalities do not provide adequate signals for the market to act in the interest of environmental protection and resource conservation. The Ministry of Environment is a relatively new ministry established in 2003 and it had limited resources for inspectors. Poorly targeted inspections make the government less ineffective in protecting the environment.

Sources: The World Bank:

<http://documents1.worldbank.org/curated/en/368161467992043090/pdf/103433-replacement.pdf>; United Nations: <https://sustainabledevelopment.un.org/content/documents/16289Jordan.pdf>

## 3.0 ANALYSIS OF POTENTIAL ENVIRONMENTAL RISK

### ACTIVITY 1: WATER EFFICIENCY AND CONSERVATION ACTIVITY

**TABLE 3A. POTENTIAL IMPACTS – Water Efficiency and Conservation Activity**

<b>Component</b>	<b>Potential environmental and social impacts</b>
Component 1: Enhance the technical resources and skilled expertise surrounding irrigation leading to efficient and reduced water application in irrigated agriculture	The contractor might propose interventions related to the installation of irrigation systems, which could have environmental impacts such as the disruption of soil, the generation of dust and noise, and the disturbance of plants and animals.

Component 2: Support the Government of Jordan to reduce reliance on groundwater and explore the other sources	<p>Cooperation with the private sector on irrigation management will likely have environmental and social impacts that must be identified in advance by the Implementing Partner.</p> <p>Agricultural and irrigation planning and zoning will potentially have significant economic and social impacts on the different land owners and users (mostly the farmers) and could require further environmental scoping and assessment depending on the scope and scale of sub-activities</p>
Component 3: Advance private sector participation in industrial water conservation	Private sector interventions aiming to reduce water consumption or increase the efficiency of water use in selected industries may have significant environmental and social impacts that require further scoping and assessment.
Component 4: Expand the use of treated wastewater in irrigated agriculture across the kingdom	<p>The use of treated wastewater and the management of farmers' perceptions and expectations will likely have significant social impacts.</p> <p>Proposed policies and plans that may be developed under this component could have significant socio-economic and environmental impacts and could require further environmental scoping and assessment depending on the scope and scale of sub-activities.</p>
Component 5: Explore efficient use of water conservation in the municipal sector	Interventions may include small-scale construction or other disruptive activities which could affect the environment as a result of the generation of noise and dust, the disruption of natural life (animals and plants), and potentially other negative environmental and social impacts.
GUC	GUC can be under any of the five components, therefore, potential environmental and social impacts are within the ones mentioned above and won't exceed them.

## 4.0 ENVIRONMENTAL DETERMINATIONS

### 4.1 RECOMMENDED ENVIRONMENTAL DETERMINATIONS

The following table summarizes the recommended determinations based on the environmental analysis conducted. Upon approval, these determinations become affirmed, per 22 CFR 216. Specified conditions, detailed in Section 5, become mandatory obligations of implementation, per ADS 204.

**TABLE 4: ENVIRONMENTAL DETERMINATIONS**

Components	Categorical Exclusion Citation (if applicable)	Negative Determination
Component 1: Enhance the technical resources and skilled expertise surrounding irrigation leading to efficient and reduced water application in irrigated agriculture	22 CFR 216.2(c)(2)(i)	<input checked="" type="checkbox"/>

Component 2: Support the Government of Jordan to reduce reliance on groundwater and explore the other sources	22 CFR 216.2(c)(2)(i)	<input checked="" type="checkbox"/>
Component 3: Advance private sector participation in industrial water conservation	22 CFR 216.2(c)(2)(i)	<input checked="" type="checkbox"/>
Component 4: Expand the use of treated wastewater in irrigated agriculture across the kingdom	N/A	<input checked="" type="checkbox"/>
Component 5: Explore efficient use of water conservation in the municipal sector	22 CFR 216.2(c)(2)(iii)	<input checked="" type="checkbox"/>
GUC	N/A	<input checked="" type="checkbox"/>

## 4.2 CLIMATE RISK MANAGEMENT

This section summarizes the methodology used and findings of the CRM Screening, in accordance with [ADS 201mal](#). The Activity design team, in consultation with the CIL, considered the potential effect of climate risks/stressors on the sustainability of the Activity (changing precipitation patterns, rising temperature, floods, droughts, fires, landslides, etc.) in addition to the impact of project activities on the climate (increased greenhouse gas emissions, land use changes, etc.). Four potential moderate climate risks were identified, these are:

1. The farmers might be needing more water due to rising temperatures or extended periods of drought
2. Possible impact of CC (increase of temperature and/or drought) may drive the GoJ to increase exploitation of groundwater.
3. Possible impact of CC stressors on the quality of the treated effluent (making it more concentrated and more saline), which will have environmental and health impacts on the farmers who use this water for irrigation.
4. Possible CC impact on the quality of the water, and potential reduction of supply, (households will receive less water).

See Annex 1 for the complete CRM table.

## 5.0 CONDITIONS AND MITIGATION MEASURES

### 5.1 GENERAL CONDITIONS

The environmental determinations in this IEE are contingent upon full implementation of the following general implementation and monitoring requirements, as well as ADS 204 and other relevant requirements.

#### 5.1.1 During Pre-Award:

- 5.1.1.1 Pre-Award Briefings: As feasible, the design team and/or the cognizant environmental officer(s) (e.g., MEO, REA, BEO) will provide a pre-award briefing for potential offerors on environmental compliance expectations/responsibilities at bidders' conferences.

- 5.1.1.2 Solicitations: The design team, in coordination with the A/CO, will ensure solicitations include the appropriate environmental compliance requirements and evaluation criteria. A/CO will ensure technical and cost proposal requirements include approach, staffing, and budget sufficient for complying with the terms of this IEE.
- 5.1.1.3 Awards: The A/COR, in coordination with the A/CO, will ensure all awards and sub-awards include the appropriate environmental compliance requirements.

#### **5.1.2 During Post-Award:**

- 5.1.2.1 Post-Award Briefings: The A/COR and/or the cognizant environmental officer(s) (e.g., MEO, REA, BEO) will provide post-award briefings for the IP on environmental compliance responsibilities.
- 5.1.2.2 Environmental Mitigation and Monitoring Plan(s): When required as a condition of the approved IEE, the A/COR will ensure the IP develops, obtains USAID approval for, and implements Environmental Mitigation and Monitoring Plan(s) (EMMP) that appropriately respond the environmental and social impacts and risks identified in the IEE.
- 5.1.2.3 Work Plans and Budgeting: The A/COR will ensure the IP integrates environmental compliance requirements in work plans and budgets to comply with requirements, including EMMP implementation and monitoring.
- 5.1.2.4 Staffing: The A/COR, in coordination with the IP, will ensure all awards have staffing capacity to implement environmental compliance requirements.
- 5.1.2.5 Records Management: The A/COR will maintain environmental compliance documents in the official Activity file and upload records to the designated USAID environmental compliance database system.
- 5.1.2.6 Host Country Environmental Compliance: The A/COR will ensure the IP complies with applicable and appropriate host country environmental requirements unless otherwise directed in writing by USAID. However, in the case of a conflict between the host country and USAID requirements (as specified in 22 CFR 216 and ADS 204), the more stringent shall govern. Specific variances may be approved in writing by the BEO with appropriate justification.
- 5.1.2.7 Work Plan Review: The A/COR will ensure the IP verifies, at least annually or when activities are added or modified, that all activities remain within the scope of the IEE. Activities outside of the scope of the IEE cannot be implemented until the IEE is amended or other specific direction is given by the A/CO or BEO.
- 5.1.2.8 IEE Amendment: If new activities are introduced or other changes to the scope of this IEE occur, an IEE Amendment may be required.
- 5.1.2.9 USAID Monitoring Oversight: The A/COR or designee, with the support of the cognizant environmental officer(s) (e.g., MEO, REA, BEO), will ensure monitoring of compliance with established requirements (e.g., by desktop reviews, site visits, etc.).

- 5.1.2.10 Environmental Compliance Reporting: The A/COR will ensure the IP includes environmental compliance updates in regular Activity reports, using indicators as appropriate; develops and submits periodic Environmental Mitigation and Monitoring Reports (EMMRs); and completes and submits a Record of Compliance (RoC) describing their implementation of EMMP requirements in conjunction with the final EMMP or at the close of sub activities, as applicable. If required by the BEO or Mission, the A/COR must ensure that the IP prepares a closeout plan consistent with contract documentation for A/COR review and approval that outlines responsibilities for end-of-project operation, the transition of other operational responsibilities, and final EMMP with lessons learned.
- 5.1.2.11 Corrective Action: When noncompliance with IEE or EMMP or unforeseen social-environmental impacts are identified, IPs must notify the A/COR, place a hold on activities, take corrective action as determined necessary by the A/COR and MEO, and report on the effectiveness of corrective actions. The A/COR initiates the corrective action process and ensures the IP completes and documents their activities. Where required by the BEO or Missions, ensure Record of Compliance is completed.

## 5.2 AGENCY CONDITIONS

- 5.2.1 Sub-award Screening: The A/COR will ensure the IP uses an adequate environmental screening tool to screen any sub-award applications and to aid in the development of EMMPs. The IP must submit sufficient screening documentation to USAID for A/COR and MEO concurrence before implementation of affected sub-awards.
- 5.2.2 Other Supplemental Analyses: The A/COR will ensure supplemental environmental analyses that are called for in the IEE are completed and documented.
- 5.2.3 Positive Determination: If a Positive Determination threshold determination was made, the A/COR will ensure a Scoping Statement, and if required an Environmental Assessment (EA), is completed and approved by the BEO before the subject activities are implemented.
- 5.2.4 Other Supplemental Analyses: The A/COR will ensure supplemental environmental analyses that are called for in the IEE are completed and documented.

## 5.3 ACTIVITY SPECIFIC CONDITIONS

- 5.3.1 The solicitation must clearly state the need to ensure Implementing Partner (IP) capacity to conduct site/activity specific environmental screening along with development and execution of Environmental Mitigation and Monitoring Plans (EMMP), for sub-activities categorized as Negative Determination with Conditions under this IEE.
- 5.3.2 The A/COR (Agreement Officer's Representative) and MEO will review and approve the environmental screening and associated EMMPs, which will be copied to the Regional Environmental Advisor (REA) and BEO.

- 5.3.3 The A/CO will ensure the IP budget has an environmental compliance line item in the award that is sufficient to ensure environmental mitigation and monitoring implementation and oversight.
- 5.3.4 The IP will ensure compliance with all host government and USAID requirements for disease prevention and ensure its staff and volunteers receive appropriate and timely guidance and training on the latest mitigation measures to prevent the spread of COVID-19 and other infectious diseases. This includes, but is not limited to proper hygiene, use of masks and gloves, cleaning/disinfecting, and social distancing, as appropriate.

#### 5.4 MITIGATION MEASURES

The mitigation measures presented in this section constitute the minimum required based on available information at the time of this IEE and the environmental analysis in Section 4. These measures shall provide general direction for completing the Activity Environmental Mitigation and Monitoring Plan (EMMP) and/or the EA and PERSUAP, if required.

#### **ACTIVITY 1:** WATER EFFICIENCY AND CONSERVATION ACTIVITY

**TABLE 5A. SUMMARY OF MITIGATION MEASURES FOR THE WATER EFFICIENCY AND CONSERVATION ACTIVITY**

<b>Component</b>	<b>Mitigation Measure(s)</b>
Component 1: Enhance the technical resources and skilled expertise surrounding irrigation leading to efficient and reduced water application in irrigated agriculture	The Implementing Partner is required to develop an Environmental Monitoring and Mitigation Plan (EMMP) for interventions under this component.
Component 2: Support the Government of Jordan to reduce reliance on groundwater and explore the other sources	<p>The Implementing Partner is required to screen all sub-activities for environmental and social impact prior to implementation. For sub-activities found to pose risk of significant impacts, a Scoping Statement and potentially a full Environmental Assessment might be required in accordance with 22 CFR 216.</p> <p>The Implementing Partner is required to develop and implement an EMMP for the activities that are not foreseen to cause significant environmental impact under this component. Examples of these activities include facilitating communication and dialogue between the Ministry of Water and Irrigation and farmers or activities to develop public-private sector linkages and cooperation opportunities to increase water use efficiency.</p>
Component 3: Advance private sector participation in industrial water conservation	<p>The Implementing Partner is required to screen all sub-activities for environmental and social impact prior to implementation. For sub-activities found to pose risk of significant impacts, a Scoping Statement and potentially a full Environmental Assessment might be required in accordance with 22 CFR 216.</p> <p>For activities that are not foreseen to cause significant environmental impact, the Implementing Partner is required to develop and implement an EMMP. Examples of these activities that the Contractor might propose under this component <b>under</b></p>

	<p><b>agricultural uses</b> include: enabling the farmers to use treated wastewater safely; managing irrigation systems that utilize treated wastewater efficiently; increasing the acceptance and awareness of the consumers of agricultural products grown on treated wastewater) and <b>under industrial uses</b> include: reuse and recycling of industrial water or use of marginal (water of a lesser quality) in the textile industry, the beverage, meat production, etc).</p>
Component 4: Expand the use of treated wastewater in irrigated agriculture across the kingdom	<p>The Implementing Partner is required to screen all sub-activities for environmental and social impact prior to implementation. For sub-activities found to pose risk of significant impacts, a Scoping Statement and potentially a full Environmental Assessment might be required in accordance with 22 CFR 216.</p> <p>For activities that are not foreseen to cause significant environmental impact, the Implementing Partner is required to develop and implement an EMMP. Examples of these activities that the Contractor might propose under this component include enabling the farmers to use treated wastewater safely; managing irrigation systems that utilize treated wastewater efficiently; increasing the acceptance and awareness of the consumers of agricultural products grown on treated wastewater.</p>
Component 5: Explore efficient use of water conservation in the municipal sector	<p>The Implementing Partner is required to screen all new sub-activities for potential social and/or environmental impacts before implementation, and develop and implement an Environmental Monitoring and Mitigation Plan(s) (EMMP) for interventions with potential impacts.</p>
GUC	<p>The Implementing Partner is required to screen grant proposals against 22 CFR 216 to ensure the funded proposals will not result in adverse environmental impact, to develop mitigation measures, as necessary, and to specify monitoring and reporting.</p>

## 6.0 LIMITATIONS OF THIS INITIAL ENVIRONMENTAL EXAMINATION

The determinations recommended in this document apply only to projects/activities and sub-activities described herein. Other projects/activities that may arise must be documented in either a separate IEE, an IEE amendment if the activities are within the same project/activity, or other type of environmental compliance document and shall be subject to an environmental analysis within the appropriate documents listed above.

Other than projects/activities determined to have a Positive Threshold Determination, it is confirmed that the projects/activities described herein do not involve actions normally having a significant effect on the environment, including those described in 22 CFR 216.2(d).

In addition, other than projects/activities determined to have a Positive Threshold Determination and/or a pesticide management plan (PERSUAP), it is confirmed that the projects/activities described herein do not involve any actions listed below. Any of the following actions would require additional environmental analyses and environmental determinations:

- Support project preparation, project feasibility studies, or engineering design for activities listed in §216.2(d)(1);
- Affect endangered and threatened species or their critical habitats per §216.5, FAA



- 118, FAA 119;
- Provide support to extractive industries (e.g. mining and quarrying) per FAA 117;
- Promote timber harvesting per FAA 117 and 118;
- Lead to new construction, reconstruction, rehabilitation, or renovation work per §216.2(b)(1);
- Support agro-processing or industrial enterprises per §216.1(b)(4);
- Provide support for regulatory permitting per §216.1(b)(2);
- Lead to privatization of industrial facilities or infrastructure with heavily polluted property per §216.1(b)(4);
- Research, testing, or use of genetically engineered organisms per §216.1(b)(1), ADS 211
- Assist the procurement (including payment in kind, donations, guarantees of credit) or use (including handling, transport, fuel for transport, storage, mixing, loading, application, clean-up of spray equipment, and disposal) of pesticides or activities involving procurement, transport, use, storage, or disposal of toxic materials. Pesticides cover all insecticides, fungicides, rodenticides, etc. covered under the Federal Insecticide, Fungicide, and Rodenticide Act per §216.2(e) and §216.3(b).

## 7.0 REVISIONS

Per 22 CFR 216.3(a)(9), when ongoing programs are revised to incorporate a change in scope or nature, a determination will be made as to whether such change may have an environmental impact not previously assessed. If so, this IEE will be amended to cover the changes. Per ADS 204, it is the responsibility of the USAID A/COR to keep the MEO/REA and BEO informed of any new information or changes in the activity that might require revision of this environmental analysis and environmental determination.

### ATTACHMENTS:

Annex 1: Climate Risk Management Summary Table for The Water Efficiency and Conservation Activity.



ANNEX 1. WATER EFFICIENCY AND CONSERVATION ACTIVITY CLIMATE RISK MANAGEMENT SUMMARY TABLE

Defined or Anticipated Activity Elements <sup>2</sup>	Climate Risks <sup>3</sup>	Risk Rating <sup>4</sup>	How Risks are Addressed at Activity Level <sup>5</sup>	Further Analysis and Design/ Implementation <sup>6</sup>	Opportunities to Strengthen Climate Resilience <sup>7</sup>
1. Enhance the technical resources and skilled expertise surrounding irrigation leading to efficient and reduced water application in irrigated agriculture	The farmers might be needing more water due to rising temperatures or extended periods of drought.	MODERATE	The Implementing Partner is required to conduct a thorough climate risk screening for the proposed interventions under each component and develop an action plan to address risks as part of the final agreed on scope of work.	IP to perform climate risk screening and analysis and submit for CIL, MEO and activity manager approval. Approved actions and mitigation and adaptation measures should be reported in the EMMP (see Table 5A).	New agricultural plans to incorporate climate mitigation and adaptation measures. Regulations related to the safe use of TWW by the farmers take into consideration the worsening quality of the treated effluent and the soils, and how to deal with it.
2. Support the Government of Jordan to reduce reliance on groundwater and explore other sources	Possible impact of CC (increase of temperature and/or drought) may drive the GoJ to increase exploitation of groundwater.	MODERATE			Consider the use of renewable energy to reduce GHG emissions where possible.
3. Advance private sector participation in industrial water conservation	Possible impact of CC (increase of temperature and/drought) may increase competition over scarce water resources, rendering industry receiving less water than planned.	MODERATE			
4. Expand the use of treated wastewater in irrigated agriculture across the kingdom	Possible impact of CC stressors on the quality of the treated effluent and soils (making them more concentrated and more saline), which will have environmental and health impacts on the farmers who use this water for irrigation. Possible impacts on land use.	MODERATE			
5. Explore efficient use of water conservation in the municipal sector	Possible CC impact on the quality of the water, and potential reduction of supply, (households will receive less water).	MODERATE			

<sup>2</sup> Purpose/Sub-purpose, Area of Focus, or Activity/ Mechanism, etc.

<sup>3</sup> List key risks related to the project elements identified through either the strategy- or project-level climate risk assessment.

<sup>4</sup> Low/Moderate/ High

<sup>5</sup> Describe how risks have been addressed at the project level. If a decision has been made to accept the risk, briefly explain why.

<sup>6</sup> Describe CRM measures to be integrated into activity design or implementation, including additional analysis, if applicable.

<sup>7</sup> Describe opportunities to achieve development objectives by integrating climate resilience or mitigation measures.