

NOTE: THE PURPOSE OF THIS DOCUMENT IS TO ASSIST OFFERORS UNDERSTAND THE SPECIFIC CHANGES MADE IN AMENDMENT #2 USING "TRACK CHANGES." THE AMENDMENT SUPERCEDES THIS DOCUMENT IF THERE ARE ANY DISPREPENCIES.

PART I—THE SCHEDULE
SECTION B—SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 PURPOSE

The purpose of the “USAID Cambodia Green Future Activity” activity is to use evidence-based communication to empower Cambodian citizens and civil society with the knowledge and skills they need to effectively engage in protection of Cambodia’s unique biodiversity and critical forest ecosystems.

B.2 CONTRACT TYPE

This is a Cost-Plus-Fixed-Fee (CPFF) completion contract. For the consideration set forth in the contract, the Contractor will provide the deliverables or outputs described in Section C, Section F, and comply with all contract requirements.

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

- (a) The estimated cost for the performance of the work required hereunder, exclusive of fixed fee, if any, is **TBD**. The fixed fee, if any, is **TBD**. The estimated cost plus fixed fee, if any, is **TBD**.
- (b) Within the 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**. The Contractor must not exceed the aforesaid obligated amount.
- (c) Funds obligated hereunder are anticipated to be sufficient through **TBD**.

B.4 PRICE/COST SCHEDULE

Cost Category	Total
Direct Costs	TBD
Grants under Contract	TBD
Indirect Costs	TBD
Fixed Fee	TBD
Total Estimated Cost Plus Fixed Fee (CPFF)	TBD

The inclusion of any costs in the above cost categories does not eliminate the requirement for prior approval by the Contracting Officer of cost items designated as requiring prior approval by any of the terms and conditions of this contract, including the applicable cost principles (see FAR 52.216-07, “Allowable Cost and Payment”); nor does it constitute a determination of allowability by the Contracting Officer of any item of cost, unless

specifically stated elsewhere in this contract. Also, these amounts may not be adjusted without a written modification signed by the Contracting Officer. The Contractor will not bill any amounts against this contract in excess of the amounts specified for each line item without the prior written approval of the Contracting Officer.

B.5 INDIRECT COSTS

Pending establishment of revised provisional or final indirect cost rates, USAID will reimburse allowable indirect costs on the basis of the following negotiated provisional or predetermined rates and the appropriate bases pursuant to the Contractor's current executed Negotiated Indirect Cost Rate Agreement (NICRA):

[to be inserted at award]

The Contractor will make no change in its established method of classifying or allocating indirect costs without the prior written approval of the Contracting Officer.

B.6 COST REIMBURSABLE

The U.S. dollar costs allowable will be limited to reasonable, allocable, and necessary costs determined in accordance with FAR 52.216-7, "Allowable Cost and Payment," FAR 52.216-8, "Fixed Fee," FAR 52.232-20, "Limitation of Cost," and FAR 52-232-22, "Limitation of Funds," if applicable, and AIDAR 752.7003, "Documentation for Payment."

FAR 52.232-20, "Limitation of Cost" applies if the contract is fully funded. FAR 52.232-22, "Limitation of Funds" applies while the contract is funded in an amount less than the total estimated cost.

B.7 FEE PAYMENT

Payment of the fixed fee will be made in accordance with the fee schedule set forth in Section F.5.

In the event of discontinuance of the work in accordance with the clause of the contract entitled "Termination (Cost Reimbursement)" (FAR 52.249-6), the fee must be re-determined by mutual agreement equitably to reflect the reduction in the work actually performed. The amount by which such fee is less than, or exceeds, payments previously made on account of the fee must be paid to, or repaid by the Contractor, as applicable.

B.8 MULTI-YEAR CONTRACT AND CANCELLATION CEILING

This is a multi-year contract as defined in FAR 17.103. Therefore, this contract is subject to the requirements of FAR 17.106. In the event that the Government cancels requirements for

services in subsequent program years under this contract, the following conditions will apply: [Amount and dates to be filled in at time of award]

Cancellation Dates:

Contract Year 2: DATE TBD, [Award year + 1 year] Cancellation Ceiling: **TBD**

Contract Year 3: DATE TBD, [Award year + 2 years] Cancellation Ceiling: **TBD**

Contract Year 4: DATE TBD, [Award year + 3 years] Cancellation Ceiling: **TBD**

Contract Year 5: DATE TBD, [Award year + 4 years] Cancellation Ceiling: **TBD**

The cancellation dates and ceiling amounts will be established at the time of award. The amounts will be based on the nonrecurring costs to be incurred by the awardee, which would be applicable to, and which normally would be amortized over the life of the contract, and the items or services to be furnished under the multi-year requirement. This is a CPFF type contract, pursuant to which all costs for which the contractor seeks reimbursement must be allowable in accordance with FAR 52.216-7, "Allowable Costs and Payment."

END OF SECTION B

SECTION C— DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

[TBD]

Contents of Section C will be derived from the Contractor's proposed PWS. Refer to Attachment J.5 for the Statement of Objectives, which includes the purpose, scope, background, and desired goals, objectives and results of the project.

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 POLICY

The Contractor must comply with the requirements of the USAID “Graphic Standards Manual” available at <http://www.usaid.gov/branding>, and ADS 320, or any successor branding policy.

D.3 BRANDING STRATEGY

Per ADS 320.3.2.1, the Branding Strategy for this contract is as follows:

- The activity name: The name of this activity is “**USAID Cambodia Green Future Activity**” The activity name in Khmer is read as “**គម្រោង អនាគតបៃតងកម្ពុជា USAID**”
- How the materials and communications will be positioned: In all cases, this activity will be presented as supported by the U.S. government. All deliverables and products, including publications, videos, infographics, and other communication materials required in this activity must comply with ADS 320. The use of the USAID Graphics Standards Manual is compulsory for all employees, contractors, sub-contractors, and sub-grantees producing communications and program materials funded by USAID.

- The desired level of visibility: This will be a high profile activity given the strong interest and requirements of USAID, the Department of State, The White House, and the Royal Government of Cambodia. As part of the proposal, the Contractor will submit:
 - Branding Implementation and Marking Plan (BIP) which will cover the life of the activity and will reflect the high level of visibility expected for this activity.

Within 45-90 days after the award, the Contractor will submit:

- Detailed Communication Plan which will be submitted annually thereafter, together with Annual Work Plan, detailing the tools, activities, and budget the Contractor will use to ensure maximum visibility for this activity.
- Other organizations to be acknowledged: Specific events that are also supported by other donors may require co-branding the guidelines for which can be found in the Graphic Standards Manual.

D.4 BRANDING IMPLEMENTATION PLAN (BIP) AND MARKING PLAN (MP)

The approved Branding Implementation Plan and Marking Plan dated **TBD** is incorporated as a material part of this contract as Attachment J.1.

END OF SECTION D

SECTION E—INSPECTION AND ACCEPTANCE

E.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 FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

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

Clause Number	Clause Title
52.246-5	Inspection of Services - Cost-Reimbursement. (APR 1984)

E.2 INSPECTION AND ACCEPTANCE

USAID inspection and acceptance of services, reports and other required deliverables or outputs shall take place at USAID in Phnom Penh, Cambodia, or at any other location where the services are performed and reports and deliverables or outputs are produced or submitted. The Contracting Officer’s Representative (COR) identified in Section G has been delegated authority to inspect and accept all services, reports and required deliverables or outputs.

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 FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)

Clause Number	Clause Title
52.242-15	Stop-Work Order. (AUG 1989) - Alternate I (APR 1984)

F.2 PERIOD OF PERFORMANCE

The effective date of the award is **TBD**. The periods of performance of the award is from **TBD** to **TBD**

F.3 PLACE OF PERFORMANCE

The place of performance under this contract is the Kingdom of Cambodia.

F.4 PERFORMANCE STANDARDS

(1) Evaluation of the Contractor's performance will be conducted based on the Contractor's overall performance toward achievement of the objectives in Section C and provision of deliverables in Section F, and the Contractor's compliance with all other terms and conditions of the contract. Each evaluation will be conducted jointly by COR and CO, and will form the basis of the Contractor's permanent performance record with regard to this contract as required in FAR Part 42.15 and AIDAR 742.15.

The Contractor's performance will be evaluated annually and at contract completion in the following areas:

- 1) Technical/Quality of Product or Service;
- 2) Cost Control;
- 3) Schedule/Timeliness;
- 4) Management or Business Relations;
- 5) Small Business Subcontracting;
- 6) Regulatory Compliance;
- 7) Other.

(2) Contractor Self-Assessment (Pilot)

The Contractor will submit a brief self-assessment of its performance to the Contracting Officer at least 15 days prior to the end of each reporting period (the yearly anniversary of the date of award). This self-assessment will identify significant events that demonstrate meeting, exceeding and not meeting the contractual requirements during the rating period for each of the evaluation areas listed above.

The Contractor will not suggest any performance ratings. This self-assessment will Help the Contracting Officer to ensure consideration of all relevant information in the preparation of the performance evaluation report.

F.5 FEE SCHEDULE

Pursuant to FAR 16.306(d) “Cost-Plus-Fixed-Fee Contracts”, payment of fixed fee will be based on completion of the deliverables described in Section C and F of this contract and in accordance with the approved Fee Schedule below.

The fee payments will be determined according to the following:

[The following is an illustrative table which will be filled in at time of award]

	Due Date	% of Fee	Fee (\$)
Objective 1 Deliverables:			
TBD [Inserted at time of award]			
[Repeat rows as necessary]			
Objective 2 Deliverables:			
TBD [Inserted at time of award]			
[Repeat rows as necessary]			
Management Outputs:			
TBD [Inserted at time of award]			
[Repeat rows as necessary]			
Performance Outputs:			
TBD [Inserted at time of award]			

[Repeat rows as necessary]			
Total			

Upon successful achievement of the deliverable, the Contractor must provide evidence of its achievement to the USAID Contracting Officer’s Representative (COR) and the Contracting Officer. Upon acceptance by USAID COR, the Contractor must submit an invoice for the amount associated with the fee.

F.6 KEY PERSONNEL

(a) The key personnel who the Contractor must furnish for the performance of this contract are as follows:

- | <u>No.</u> | <u>Position</u> |
|------------|-------------------------------------------------|
| 1. | Chief of Party |
| 2. | <i>[to be inserted at award]</i> |
| 3. | <i>[to be inserted at award]</i> |
| 4. | <i>[to be inserted at award, if applicable]</i> |
| 5. | <i>[to be inserted at award, if applicable]</i> |

(b) The key personnel identified above are considered essential to the work being performed under this contract. The Contractor must remain responsible for providing such key personnel for full-time performance for the term of this contract unless otherwise agreed to by the Contracting Officer.

(c) The failure to provide the key personnel designated above may be considered nonperformance unless such failure is beyond the control, and through no fault or negligence, of the Contractor.

(d) The Contractor must immediately notify the Contracting Officer and the COR of any key personnel’s departure and the reasons therefore.

(e) The Contractor must take steps to immediately rectify this situation and will propose a substitute candidate for each vacated position along with a budget impact statement in sufficient detail to permit evaluation of the impact on the program.

(f) The Contractor must not replace any of the key personnel without advance written consent of the Contracting Officer.

- (g) The descriptions of the major responsibilities and qualification requirements for the key personnel are as follows:

[to be inserted at award]

1. Chief of Party

Major Responsibilities:

[to be inserted at award]

Minimum (Required) Qualifications:

[to be inserted at award]

2. TBD

Major Responsibilities:

[to be inserted at award]

Minimum (Required) Qualifications:

[to be inserted at award]

3. TBD

Major Responsibilities:

[to be inserted at award]

Minimum (Required) Qualifications:

[to be inserted at award]

4. TBD (if applicable)

Major Responsibilities:

[to be inserted at award]

Minimum (Required) Qualifications:

[to be inserted at award]

5. TBD (if applicable)

Major Responsibilities:

[to be inserted at award]

Minimum (Required) Qualifications:

[to be inserted at award]

F.7 AUTHORIZED WORK DAY/WEEK

(a) Home Office Employees.

The length of the Contractor's U.S., non-overseas employees workday will be in accordance with the Contractor's established policies and practices.

(b) Field Office Employees.

The work week of the Contractor's overseas employees will not be less than 40 hours and will be scheduled to coincide with the work week for those employees of the USAID/Cambodia Mission and the Cooperating Country associated with the work of this contract.

(c) Short-term Personnel.

A six-day workweek is authorized for short-term personnel performing services overseas if approved in writing and in advance by the COR.

F.8 AIDAR 752.242-70 PERIODIC PROGRESS REPORTS. (OCT 2007)

(a) The contractor shall 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 (48 CFR) 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.

(b) During any delay in furnishing a progress report required under this contract, the contracting officer may withhold from payment an amount not to exceed US\$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.9 REPORTS AND DELIVERABLES OR OUTPUTS

In addition to providing the services described in Section C and meeting the requirements as set forth in AIDAR 752.242-70, Periodic Progress Reports, the Contractor must submit the reports, plans, and other documents listed below, at a minimum.

#	Description	Due Date
1	Mobilization Plan	Within 15 days after the effective award date.
2	Annual Work Plan	Within 60 <u>90</u> days after the effective award date, and subsequent annual work plans will be due 60 days prior to the end of the USG Fiscal Year.
3	Monitoring, Evaluation and Learning (MEL) Plan	Within 60 <u>90</u> days of the effective award date
4	Gender Action Plan (GAP)	Within 60 <u>90</u> days after the effective award date.
5	Communication Plan	Within 60 <u>90</u> days of the effective award date.
6	Grants Under Contracts (GUC) Manual	Within 90 days of the effective award date
7	Quarterly Progress Reports	Within 30 days after the end of the USG fiscal quarter.
8	Geographic Information Systems (GIS) Data	Within 30 days after the end of the USG fiscal quarter.
9	Annual Progress Reports	Within 30 days after the end of the USG fiscal year.
10	Demobilization Plan	120 days prior to the expiration of the contract.
11	Draft Final Report	60 days prior to the expiration of the contract.
12	Final Report	30 days prior to the expiration of the contract

F.9.1 Mobilization Plan

The Contractor must submit a mobilization plan to the COR within 15 days after the effective award date. The plan must show the timelines and rationale for the deployment of key personnel, staff recruitment, and purchase of equipment and supplies. The plan must explain how the Contractor will mobilize people and resources to meet the deadlines for the deliverables due within the first six months of the contract.

F.9.2 Annual Work Plans

Work Plan Purpose and Standards

The work plan details the actions the Contractor will take to effectively achieve the award's objectives. The work plan serves as a detailed guide to implementation and, once approved, represents an agreement as to the nature and timing of discrete tasks and interventions. Discrete tasks include, but are not limited to, technical assistance, training and learning events, workshops, outreach events, and information dissemination activities such as publications and reports. It is essential that the work plan be concise so as to ensure that it will be a simple reference tool for the Contractor to track progress against the approved implementation schedule, and for USAID to monitor and evaluate performance throughout the work plan year and to ensure that award objectives are accomplished on time, on budget, and in accordance with expectations. Each annual work plan will form the basis for an annual management review conducted by USAID and program staff to assess program directions, priorities, achievements, and prior year implementation results, as well as management and implementation impediments, and to make recommendations for revisions.

Work plans will identify a logical sequence of steps to be undertaken to implement each activity component and must include an associated timetable and budget. The Contractor may not include interventions in the work plan that fall outside the parameters of the Performance Work Statement. The Contractor's Annual Work Plan will describe how the Contractor intends to organize the year's work including setting project priorities and how the Contractor will organize responsibilities amongst Contractor staff and partners to ensure accomplishment of the tasks. The work plan will address how the Contractor will make effective use of any time during which counterparts are not readily accessible or actively engaged, such as holidays. All interventions described in the work plan must be within the scope of the Contract. When developing the work plan, the Contractor will consult with relevant stakeholders active in the natural resource management sector in Cambodia, and in particular in the Prey Lang extended landscape, including the Royal Government of Cambodia, non-government organizations, civil society, communities, other USAID implementing partners, and other donors' implementing partners.

At a minimum, the work plan will include:

- A detailed description of the proposed interventions for the given year. This description will include the activities, work locations, partners, timeframe and expected outputs. The narrative must communicate the rationale behind the activities (how they will contribute to expected outcomes) and a timeframe for when activities will commence and end. The narrative will be organized by Objective, as articulated in Section C and by geographic location. It will also

include details on sub-contracts, and collaboration with other USAID and non-USAID partners;

- Descriptions and explanations regarding environmental requirements for planning, monitoring and mitigation of negative environmental impacts;
- Corresponding schedule depicted on a Gantt chart and resources required to complete the interventions;
- Description and estimate of amounts of short-term technical assistance, training, and other support resources that would be required to provide the assistance proposed;
- ~~A summary annual budget showing costs for major interventions for each Objective;~~
- The work plan will address the cross-cutting issues described in section C, and explain how activities will contribute to achieving sustainability of the results achieved;
- The identification of any assumptions used in preparing the work plan, as well as suggested alternatives if necessary and the methods to assess whether the assumptions hold true;
- The anticipated risks with regard to achieving the anticipated objectives of the contract and how they will be mitigated;
- Discussion of activities to ensure compliance with branding and marking requirements; and,
- The strategies and approaches the activity will adopt in coordinating and collaborating with other USAID activities/projects, relevant host country governments and other line agencies, local governments and other relevant stakeholders implementing projects in the same geographic locations.

First Annual Work Plan

The first annual work plan will be due ~~60~~90 days after the effective award date. The first annual work plan will cover the period from the effective award date through the end of the next USG fiscal year (i.e. through September 30, 2020). Together with the first annual work plan, the Contractor will provide a Monitoring, Evaluation and Learning (MEL) Plan, Gender Action Plan, Communication Plan, Climate Risk Assessment, and Sustainability Plan and Exit Strategy, ~~and Grants Under Contract (GUC) Manual.~~

Subsequent Annual Work Plans

Subsequent annual work plans will be due 60 days prior to the end of the USG Fiscal Year (July 31st). These plans will follow the same format as the initial work plan. In addition, the subsequent annual work plan must include program adjustments reflecting lessons learned from prior year implementation.

The COR will review and provide a written approval of each work plan to the Contractor. Failure to have an approved work plan in place may be viewed as a failure to comply with essential terms and conditions of the award. Significant deviations to the approved work plan will require the additional written approval of the COR (and may require a revision to the approved MEL Plan and other Plans).

F.9.3 Monitoring, Evaluation and Learning (MEL) Plan

The MEL Plan is a performance management tool for planning, managing, and documenting how performance data are collected and used. During the initial program planning period, the Contractor shall work closely with USAID to develop the MEL Plan using a USAID/Cambodia specified format. The Contractor must finalize the MEL Plan following review and comments by the Contract Officer's Representative (COR) and resubmit for the COR's approval. It is to be submitted for approval within ~~60~~90 days of the effective award date. The approved MEL Plan will be effective for the life of the award and may be revised as appropriate in collaboration with USAID and evolving requirements from USG, and only with prior approval, in writing, from the COR. All indicator data submitted are to be supported by documentary evidence for authenticity and must include disaggregation by sex for people-level indicators and gender sensitive indicators where appropriate. The MEL Plan will incorporate the contractor's final PWS Matrix and Quality Assurance Surveillance Plan (QASP).

Key components of the Activity MEL Plan include:

- The Activity's monitoring approach, including theories of change for the intervention and relevant performance indicators of Activity outputs and outcomes;
- Plans for collaborating with any external evaluations planned by the Mission;
- Any proposed internal evaluations;
- Learning plan outlining learning questions and learning activities to address the questions and including knowledge capture at Activity close out. This plan should also include collaboration and coordination with various stakeholders;
- Estimated resources for these monitoring, evaluation and learning activities that are a part of the implementing partner's budget; and
- Roles and responsibilities for all proposed monitoring, evaluation and learning actions;
- Data management plan that includes a plan to ensure that datasets for research studies/assessment and monitoring data will be documented, secured, and ready for the Development Data Library submission.
- Performance Indicator Tracking Table (PITT) that includes all indicators by each objective and their baselines, disaggregate levels and annual target values; and,

- Performance Indicator Reference Sheet (PIRS) for each indicator included in the PITT.

Any indicators selected should provide more detailed understanding of the logical linkages between the activity's interventions and its results. Each indicator must have an indicator reference sheet, which contains the following information, but not limited to: i) precise definition, ii) unit of measurement, iii) level of disaggregation, iv) logical linkage or rationale of the indicator, v) data source and method of data collection, vi) frequency of data collection and report, vii) baseline value, and viii) out-year targets.

F.9.4 Gender Action Plan (GAP)

The Contractor will submit a draft Gender Action Plan (GAP) within ~~60~~90 days after the effective award date. The GAP must be accompanied by and based on a Gender Analysis to be conducted by the Contractor. The GAP will establish the principles, strategy, and means by which the activity will address key constraints and potential opportunities to promote gender integration throughout implementation to achieve the expected outcomes of the Activity. At a minimum, these strategies and principles will aim to reduce gender disparities in access to/control over and benefits from resources, and participation in decision-making. The GAP must be prepared in accordance with the USAID Gender Equality and Female Empowerment Policy and ADS 205. The GAP must include the following:

- Training for Contractor staff and partners on gender awareness, gender analysis and gender-responsive planning.
- Collection of sex-disaggregated data for baselines and monitoring of all people-level indicators and use of gender analysis tools to identify gender gaps and disparities and address potential gender issues, and constraints faced by project beneficiaries, particularly at the community level.
- Gender-responsive consultations to encourage the active participation of women, people with disabilities, and people with different sexual orientation and gender identities and ensure that the voices of these key stakeholders are heard and reflected in project plans and activities.
- An explanation of how existing barriers to equal participation and access to resources and opportunities for women, men, people with different disabilities, and sexual orientation and gender identity will be eliminated and/or mitigated.
- Tool(s) for examining the differences between the roles of women and men in communities and societies, the different levels of power they hold, their differing needs, constraints and opportunities, and the impact of these differences on their well-being.

F.9.5 Communication Plan

The Contractor will submit a Communication Plan within ~~60~~90 days of the effective award date. The Communication Plan must be well articulated and reflect the Activity's objectives. At a minimum, the Communication Plan will include:

- Identification of target audiences
- Development of specific messages relating to the expected outcomes of this Activity
- Innovative ways to reach target audiences
- Integration of Collaboration, Learning and Adaptation (CLA) throughout the Strategy

F.9.6 Grants under Contract (GUC) Manual

The contractor must submit the Grants under Contract (GUC) Manual for USAID's review and approval per required due date indicated in the table above. The GUC Manual will contain, at a minimum, procedures for the solicitation, source selection, award, and administration of sub-grants, including but not limited to: competition, documentation of non-competitive awards, sub-grantee selection procedures, ethics issues, marking and branding, pre-award surveys and risk assessment, grant document formats, required certifications, payment and liquidation/reimbursement procedures, grantee performance monitoring, contractor and grantee records management, disputes, termination, collection of funds due in the event of termination or malfeasance, property, closeout, and audit (if required).

F.9.7 Quarterly Progress Reports

Quarterly Progress Reports will be due 30 days after the end of each of the first three quarters based on the USG fiscal year calendar (Quarter 1: October 1st – December 31st, Quarter 2: January 1st – March 31st, and Quarter 3: April 1st – June 30th); in lieu of the fourth quarterly report, the Contractor will submit an Annual Progress Report.

The quarterly report should not be longer than 15 pages, excluding annexes, and will include the following contents:

- (1) progress and achievements against the work plan during the reporting period, including key issues of Biodiversity, Sustainable Landscapes, and Civil Society;
- (2) identification of specific problems and delays and recommendations for adjustments and corrective action;
- (3) significant learning and how this will be used for any adjustments to activities or approaches
- (4) highlights and future implications of any high-level meetings held and field visits;
- (5) progress and/or issues pertaining to cross cutting issues such as gender, youth,

- private sector engagement, and science, technology and innovation; and
(6) coordination with other USAID activities and other partner programs;

The following information will be provided as annexes:

- (1) Performance Indicator Tracking Tables including all indicators and their level of aggregates, progress against targets and out-year target values. All reported indicators are subject for data quality assessment;
- (2) Activity Tracking Tables to show progress of key activities or milestones against the targets set in the annual work plan;
- (3) A list of planned public events (if any) where press involvement or participation of USAID personnel or high level government officials are required for the next quarter;
- (4) Deliverables listed in the Communications Plan, such as success stories, innovation stories, videos, social media posts, etc. that will be used for USAID's communication needs, including speech-writing, newsletters, media interviews, internal communications, and public outreach. USAID/Cambodia will provide templates for success stories;
- (5) If appropriate as determined by the COR, electronic datasets (softcopy) used for the quarterly progress report; and
- (6) If appropriate as determined by the COR, electronic copies of all products produced under the contract including publications, studies, presentations, trip reports, technical reports.

F.9.8 Geographic Information Systems (GIS) Data

USAID/Cambodia is using a Mission-wide GIS to support informed decision making and increase the use of evidence to affect decisions and resource allocations across USAID programs. The data are ESRI shape files formatted with associated Meta data files. All activity sites will be geo-referenced (perimeter locations, region, zone, location names and other attribute data). The Contractor will provide activity location data and other activity specific data such as interventions and beneficiary attributes for GIS analysis. GIS data will be submitted quarterly, along with and corresponding to Quarterly Progress Reports and Annual Progress Reports.

F.9.9 Annual Progress Reports

The Annual Progress Reports will be due 30 days after end of each U.S. government fiscal year (Fiscal Year: October 1 – September 30). The reports will cover the progress during the past four quarters and have the following contents:

- (1) executive summary;
- (2) progress and achievements against plan during the reporting period, including a one page narrative of progress and achievements on each key issue of Biodiversity, Sustainable Landscapes, and Civil Society;

- (3) identification of specific problems and delays, and recommendations for adjustments and corrective action;
- (4) significant learning and how this will be used for any adjustments to activities or approaches;
- (5) highlights and future implications of any high-level meetings held and field visits;
- (6) one page narrative on progress and challenges on cross cutting issues such as gender, youth, private sector engagement, and science, technology and innovation; and
- (7) description of coordination efforts with other USAID activities and other development partner programs.

The following information will be provided as annexes:

- (1) Deliverables listed in the Communications Plan, such as success stories, innovation stories, videos, social media posts, etc. These stories and communications will be used for USAID's communication needs, including speechwriting, newsletters, media interviews, internal communications, and public outreach. USAID/Cambodia will provide templates for these Success Stories;
- (2) A table which summarizes activities' milestones and outputs against set targets; as annexed, updated Performance Indicator Training Table (PITT), which include indicators, indicators' disaggregates, annual targets and actual values. Any achievement that is more than 10 percent above or below the target value must have an explanation for the deviation;
- (3) Dataset (softcopy) if it is collected and used for the reporting period if it has not been reported in previous quarter(s).

F.9.10 Demobilization Plan

The Contractor will submit a Demobilization Plan to the Contracting Officer and COR 120 days prior to the completion date for approval. The Demobilization Plan will include a property disposition plan, a plan for the phase-out of in-country operations, a delivery schedule for all remaining reports or other deliverables required under the contract, and a timetable for completing all required actions in the plan. The Demobilization Plan must be approved in writing by the Contracting Officer's Representative.

F.9.11 Final Report

The Contractor will submit the Final Report 30 days electronically to the CO and the COR prior to the contract expiration date. A draft will be submitted 60 days before the contract expiration date. The Final Report will cover the entire period of the award. At a minimum the Final Report will include:

- An overall description of all interventions completed and results achieved (as measured by performance indicators included in the MELP) and the significance of these interventions to the attainment of the Activity's objectives and goal;
- Accomplishments against the approved Annual Work Plans, including overall Activity results per outcome indicator;
- Description of how the key issues and cross-cutting issues were addressed in implementation,
- Summary of Communication highlights, such as Success Stories;
- Lessons learned during the implementation and suggested ways to resolve constraints identified, including those that are gender related;
- Sustainability of the interventions after the Activity ends;
- Comments or recommendations where follow-up work by USAID and other entities could reinforce and further consolidate achieved results under the Contract;
- Consolidated financial report that describes in detail how Contract funds were utilized; and,
- An index of all reports and informational products produced under this Contract.

END OF SECTION F

SECTION G—CONTRACT ADMINISTRATION DATA

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

(a) Claims for reimbursement or payment under this contract must be submitted to the Paying Office indicated in the schedule of this contract. The contracting officer's representative (COR) 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.

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

TOTAL EXPENDITURES (Document Number: [Insert award number])			
Line item No.	Description	Amt. Vouchered to date	Amt. Vouchered This Period
001	Product/Service Description for Line Item 001		
002	Product/Service Description for Line Item 002		
Total			

(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 all approvals of the Mission Director and the contracting officer which are required by the provisions of this contract shall be preserved and made available as part of the Contractor's records which are required to be presented and made available by the clause of this contract entitled "Audit and Records - Negotiation".

G.2 ADMINISTRATIVE CONTRACTING OFFICE

The Administrative Contracting Office is:

Local Address:

Office of Acquisition and Assistance (OAA)
USAID/Cambodia
#1, Street 96, Sangkat Wat Phnom,
Khan Daun Penh
Phnom Penh, Cambodia

APO Address:

Office of Acquisition and Assistance (OAA)
Unit # 46223
APO AP 96546-6223

G.3 CONTRACTING OFFICER'S REPRESENTATIVE (COR)

[to be inserted at award] is designated as the Contracting Officer's Representative (COR) for this contract.

G.4 PAYING OFFICE

The paying office is:

Office of Financial Management
USAID/Cambodia
#1, Street 96, S/K Wat Phnom, Khan Daun Penh
Phnom Penh, Cambodia

Email: pppayment@usaid.gov

G.5 ACCOUNTING AND APPROPRIATION DATA

[to be inserted at award]

G.6 TECHNICAL DIRECTIONS/RELATIONSHIP WITH USAID

(a) Technical Directions is defined to include:

- (1) Written directions to the Contractor which fill in details, suggest possible lines of inquiry, or otherwise facilitate completion of work;
- (2) Provision of written information to the Contractor which assists in the interpretation of drawings, specifications, or technical portions of the work statement;
- (3) Review and, where required, provide written approval of technical reports, drawings, specifications, or technical information to be delivered. Technical directions must be in writing, and must be within the scope of the work as detailed in Section C.

(b) The Contracting Officer, by separate designation letter, authorizes the COR 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) Obtain necessary security clearance and appropriate identification if access to Government facilities is required. If to be provided, ensure that Government furnished property is available when required.
 - (7) Technical direction for the contract will be provided to the Contracting Officer's Representative (COR). The COR, with assistance from appropriate USAID expertise, will be responsible for monitoring the quality and effectiveness of Contractor's performance toward achieving performance targets and contract results.

LIMITATIONS: The COR is not empowered to award, agree to, or sign any contract (including delivery or purchase orders) 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 rate of utilization of LOE. All contractual agreements, commitments, or modifications which involve prices, quantities, quality, and 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 and Agency for International Development Acquisition Regulation). The Contractor and the COR shall bring all contracting problems to the immediate attention of the Contracting Officer. Only the Contracting Officer is authorized to formally resolve such problems. The Contracting Officer will be responsible for resolving legal issues, determining contract scope and interpreting contract terms and conditions. The Contracting Officer is the sole authority authorized to approve changes in any of the requirements under this contract. Notwithstanding any clause contained elsewhere in this contract, the said authority remains solely with the Contracting Officer. These changes include, but will not be limited to the following areas: scope of work, price, quantity, technical specifications, delivery schedules, and contract terms and conditions. In the event the Contractor effects any changes at the direction of any other person other than the Contracting Officer, the change will be considered to have been made without authority.
- (e) Failure by the Contractor to report to the Administrative Contracting Office 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.7 SHORT-TERM PERSONNEL AND MEETINGS

- (a) Travel authorization request to USAID for short-term personnel mobilization shall include terms of reference (TOR) depicting budget, deliverables and outcomes for the stated period of performance with reference to the task to be performed during the visit.
- (b) Meetings with the COR: The Contractor must maintain regular contact and meet periodically with the COR. Meetings schedules will be agreed upon with the COR.
- (c) Meetings with counterparts: The Contractor must inform the COR on all meetings with the Royal Government of Cambodia counterparts, and seek advance concurrence from the COR.

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 FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

AGENCY FOR INTERNATIONAL DEVELOPMENT ACQUISITION REGULATION (48 CFR Chapter 7)

Clause Number	Clause Title
752.7027	Personnel. (DEC 1990)

H.2 AUTHORIZED GEOGRAPHIC CODE

The authorized geographic code for procurement of goods and services under this award is 937 (the United States, the Recipient country, and developing countries other than advanced developing countries, but excluding any country that is a prohibited source).

H.3 LANGUAGE REQUIREMENTS

- (a) The Contractor will produce all reports and deliverables in Standard English.
- (b) The Contractor must ensure the contractor's employees, including key personnel, and consultants possess the appropriate level of skill in written and spoken English and local language proficiency, as needed, to perform the contract requirements.

H.4 DEFENSE BASE ACT (DBA) INSURANCE

Pursuant to AIDAR 752.228-3 Worker's Compensation Insurance (Defense Base Act), USAID's DBA insurance carrier is Allied World Assurance Company. To obtain DBA insurance, contractors are to contact Allied's agent, AON Risk Insurance Services West, Inc. at one of the following:

(1) AON Risk Insurance Services West, Inc.
199 Fremont St., Suite 1400
San Francisco, CA 94105

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

Primary Contact: Fred Robinson
Phone: (415) 486-7516
Fax: (415) 486-7059

Email: Fred.Robinson@aon.com

Secondary Contact: Angela Falcone
Phone: (415) 486-7000
Email: Angela.Falcone@aon.com

OR

(2) AON Risk Insurance Services East, Inc.
1120 20th St., N.W., Suite 600
Washington D.C. 20036

Hours: 8:30 A.M. to 4:00 P.M., Eastern Time

Primary Contact: Ellen Rowan
Phone: (202) 862-5306
Fax: (202) 429-8530
Email: Ellen.Rowan@aon.com

Secondary Contact: Chris Thompson
Phone: (202) 862-5302
Email: Chris.Thompson@aon.com

The Contractor is required to procure DBA insurance through the USAID's approved insurance carrier.

H.5 GOVERNMENT-FURNISHED FACILITIES OR PROPERTY

- (a) The Contractor and any employee or consultant of the Contractor is prohibited from using 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 U.S. Government facilities or personnel is specifically authorized in the contract or is authorized in advance, in writing, by the COR.
- (b) With the exception of restricted commodities, the Contracting Officer hereby approves all non-expendable property, including Information Technology (IT) equipment listed in the offeror's technical and cost proposal, dated **TBD**. The Contractor must request approval from the Contracting Officer before acquiring any additional non-expendable property.

H.6 LOGISTIC SUPPORT

The Contractor will furnish all logistic support in the United States and overseas.

H.7 DISCLOSURE OF INFORMATION

- (a) The Contractor is 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 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 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 Government records and must ensure that all work performed by its subcontractors must 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 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, must be guilty of a crime punishable by a fine of up to \$10,000, or imprisoned up to ten years, or both.

H.8 RESTRICTIONS AGAINST DISCLOSURE (MAY 2016)

- (a) The Contractor agrees, in the performance of this contract, to keep the information furnished by the Government or acquired/developed by the Contractor in performance of the contract and designated by the Contracting Officer or Contracting Officer's Representative, in the strictest confidence. The Contractor also agrees not to publish or otherwise divulge such information, in whole or in part, in any manner or form, nor to authorize or permit others to do so, taking such reasonable measures as are necessary to restrict access to such information while in the Contractor's possession, to those employees needing such information to perform the work described herein, i.e., on a "need-to-know" basis. The Contractor agrees to immediately notify the Contracting Officer in writing in the event that the Contractor determines or has reason to suspect a breach of this requirement has occurred.
- (b) All Contractor staff working on any of the described tasks may, at Government request, be required to sign formal non-disclosure and/or conflict of interest agreements to guarantee the protection and integrity of Government information and documents.

- (c) The Contractor shall insert the substance of this special contract requirement, including this paragraph (c), in all subcontracts when requiring a restriction on the release of information developed or obtained in connection with performance of the contract.

H.9 EXECUTIVE ORDER ON TERRORISM FINANCING (FEB 2002)

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

FAR 25.701 prohibits agencies and their contractors and subcontractors from acquiring any supplies or services from individuals or organizations, if any proclamation, Executive Order, Office of Foreign Assets Control (OFAC) regulations, or statute administered by OFAC would prohibit such a transaction. Accordingly, the Contracting Officer must check the U.S. Department of the Treasury's OFAC List to ensure that the names of the Contractor and proposed subcontractors (and individuals from those organizations who have been made known to them), are not on the list. Mandatory FAR clause 52.225-13 Restrictions on Certain Foreign Purchases is included by reference in Section I of this contract. By accepting this contract, the Contractor acknowledges and agrees that it is aware of the list as part of its compliance with the requirements of that clause. This clause must be included in all subcontracts/sub-awards issued under this contract.

(End of Provision)

H.10 FOREIGN GOVERNMENT DELEGATIONS TO INTERNATIONAL CONFERENCES (JAN 2002)

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

H.11 ENVIRONMENTAL COMPLIANCE

(a) General

- 1) The Foreign Assistance Act of 1961, as amended, Section 117 requires that the impact of USAID's activities on the environment be considered and that USAID include environmental sustainability as a central consideration in designing and carrying out its development programs. This mandate is codified in Federal Regulations (22 CFR 216) and in USAID's Automated Directives System (ADS) Parts 201.5.10g and 204

(<http://www.usaid.gov/who-we-are/agency-policy/series-200>), which, in part, require that the potential environmental impacts of USAID-financed activities are identified prior to a final decision to proceed and that appropriate environmental safeguards are adopted for all activities. Contractor environmental compliance obligations under these regulations and procedures are specified in the following paragraphs of this RFP.

- 2) 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.
- 3) 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) and Negative Determination with Conditions, Initial Environmental Examination (IEE), or Environmental Assessment (EA) duly signed by the Bureau Environmental Officer (BEO). (Hereinafter, such documents are described as “approved Regulation 216 environmental documentation.”)
- 4) The attached Initial Environmental Examination (IEE) No. Asia 19-027 has been approved for this acquisition [Attachment J.2]. The IEE covers activities expected to be implemented under this contract. USAID has determined that a Categorical Exclusion applies to all of the proposed activities. This indicates that if these activities proposed under the IEE Asia 19-027, working title: “USAID Cambodia Green Future Activity,” are among the classes of actions listed in 22CFR216.2(c)(2) and have no foreseeable significant direct or indirect adverse effect on the environment. Therefore, under 22CFR216.2(c)(1), neither an IEE nor an EA will be required for these activities.

(b) Implementation Plans

- 1) As part of its initial Work Plan, and all Annual Work Plans thereafter, the contractor, in collaboration with the USAID Contracting Officer’s Representative (COR) and Mission Environmental Officer (MEO) or Bureau Environmental Officer (BEO), 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 of a Categorical Exclusion.
- 2) If the contractor plans any new activities outside the scope of the approved Regulation 216 environmental documentation, it shall prepare an amendment to the documentation for review and approval of MEO or BEO. No such new activities shall be undertaken prior to receiving written USAID approval of environmental documentation amendments.
- 3) 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.

(c) Climate Risk Mitigation

All USAID-supported activities must be assessed for climate risks. Climate risk is the potential for negative consequences on activity objectives and/or outcomes due to changing

climatic conditions. The focus of climate risk management at USAID is on the risk to USAID development programs. Climate risks can be manifested through potentially severe adverse consequences for development programs resulting from the interaction of climate-related hazards with the vulnerability of societies and systems exposed to climate change. A climate risk may arise when an activity element, target, or beneficiary is exposed to a climate stressor such as higher temperatures, flooding or drought. The level of risk increases as the magnitude of the negative consequence from the exposure increases and it also increases as the likelihood of the negative consequence increases. Per USAID policy, moderate and high climate risks must be addressed in the activity design and/or during implementation. In some cases, the design team may accept a/some risk(s) upon consideration of tradeoffs and how USAID can best achieve its development objectives.

Climate risk ratings are defined as:

- Low climate risk: climate change is unlikely to materially impact achievement or sustainability of project or activity outcomes.
- Moderate climate risk: climate change may materially impact achievement or sustainability of project or activity outcomes.
- High climate risk: climate change is likely or highly likely to materially impact achievement or sustainability of project or activity outcomes.

NOTE: Low climate risk does not require the development of specific plans to address climate risk. Moderate to high climate risk requires appropriate consideration and response to the risk. In some cases, USAID may decide to accept a moderate or high risk after consideration of potential tradeoffs and how USAID can best achieve development objectives. In these cases, actions to address the climate risks are not required, but further monitoring may be necessary.

The Contractor will assess any moderate to high climate risks identified during the course of implementation and, as appropriate, discuss with USAID the need to modify programming or interventions.

An initial CRM assessment is included in the IEE, which determined that this is a LOW risk. During implementation, if the Contractor discovers any moderate or high climate risks, the Contractor will work in collaboration with USAID to address the risks by integrating risk management measures into activity implementation and activity monitoring, evaluation, and learning processes, and documenting these measures in an amendment to the activity work plan and MEL plan.

H.12 CONSENT TO SUBCONTRACT

Pursuant to FAR 52.244-2 “Subcontracts,” the Contractor must request Contracting Officer’s consent and submit the information required by the aforementioned clause for any subcontracts requiring consent.

The following subcontracts are approved during the execution of this Contract:

TBD

H.13 GRANTS UNDER CONTRACT

The Contractor has the flexibility to use up to \$500,000.00 for Grants Under Contract (GUC) to effectively engage diverse stakeholders and organizations to support the Objectives and Activity Goal, and ensure sustainability of the interventions to carry on beyond the end of this Activity. The Contractor is authorized to award sub-grants to Non-Governmental Organizations (NGOs); the total value of an individual grant to a U.S. organizations must not exceed \$100,000.00, and the total maximum amount for all the sub-grants is as indicated in Section B.4. The Contractor is not authorized to execute or administer cooperative agreements, or issue sub-grants to governmental or parastatal organizations without the prior written approval of the Contracting Officer's Representative.

Contractor-issued grants shall be awarded and administered in accordance with the policies, procedures, and regulations set forth or referenced in Automated Directives System (ADS) 303, Grants and Cooperative Agreements to Non-Governmental Organizations (NGOs).

USAID reserves the right to conduct reviews of the contractor's grants management program. The Contractor will proceed with the award of grants only upon receipt of written consent from the COR in accordance with the GUC manual.

The Contracting Officer's Representative (COR) will be significantly involved in establishing selection criteria during each competition cycle, and the COR will approve each grant in writing.

USAID retains the right to terminate any or all grant activities unilaterally in extraordinary circumstances.

H.14 USAID-FINANCED THIRD-PARTY WEBSITES (NOV 2017)

(a) Definitions:

“Third-party web sites”

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

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

- (1) Prior to Web site development, the Contractor must provide information as required in Section C-Statement of Work of the contract (including a copy of the Contractor's privacy policy) to the Contracting Officer's Representative (COR) for USAID's Bureau for Legislative and Public Affairs (LPA) evaluation and approval. The Contractor must notify the COR of the Web site URL as far in advance of the site's launch as possible and must not launch the Web site until USAID's (LPA) approval has been provided through the COR. The Contractor must provide the COR with any changes to the privacy policy for the duration of the contract.
- (2) The Contractor must collect only the amount of information necessary to complete the specific business need as required by statute, regulation, or Executive Order.
- (3) The Contractor must comply with Agency branding and marking requirements comprised of the USAID logo and brandmark with the tagline "from the American people," located on the USAID Web site at www.usaid.gov/branding, and USAID Graphics Standards manual at <http://www.usaid.gov>.
- (4) The Web site must be marked on the index page of the site and every major entry point to the Web site with a disclaimer that states:

"The information provided on this Web site is not official U.S. Government information and does not represent the views or positions of the U.S. Agency for International Development or the U.S. Government."
- (5) The Web site must provide persons with disabilities access to information that is comparable to the access available to others. As such, all site content must be compliant with the requirements of the Section 508 amendments to the Rehabilitation Act.
- (6) The Contractor must identify and provide to the COR, in writing, the contact information for the information security point of contact. The Contractor is responsible for updating the contact information whenever there is a change in personnel assigned to this role.
- (7) The Contractor must provide adequate protection from unauthorized access, alteration, disclosure, or misuse of information processed, stored, or transmitted on the Web sites. To minimize security risks and ensure the integrity and availability of information, the Contractor must use sound: system/software management; engineering and development; and secure- coding practices consistent with USAID standards and information security best practices. Rigorous security safeguards, including but not limited to, virus protection; network intrusion detection and prevention programs; and vulnerability management systems must be implemented and critical security issues must be resolved as quickly as possible or within 30 days. Contact the USAID Chief Information Security Officer (CISO) at ISSO@usaid.gov for specific standards and guidance.

- (8) The Contractor must conduct periodic vulnerability scans, mitigate all security risks identified during such scans, and report subsequent remediation actions to CISO at ISSO@usaid.gov and COR within 30 workdays from the date vulnerabilities are identified. The report must include disclosure of the tools used to conduct the scans. Alternatively, the contractor may authorize USAID CISO at ISSO@usaid.gov to conduct periodic vulnerability scans via its Web-scanning program. The sole purpose of USAID scanning will be to minimize security risks. The Contractor will be responsible for taking the necessary remediation action and reporting to USAID as specified above.
- (c) For general information, agency graphics, metadata, privacy policy, and Section 508 compliance requirements, refer to <http://www.usaid.gov>.

H.15 SUBMISSION OF DATASETS TO THE DEVELOPMENT DATA LIBRARY (DDL) (OCT 2014)

- (a) Definitions. For the purpose of submissions to the DDL:
- (1) “Dataset” is an organized collection of structured data, including data contained in spreadsheets, whether presented in tabular or non-tabular form. For example, a Dataset may represent a single spreadsheet, an extensible mark-up language (XML) file, a geospatial data file, or an organized collection of these. This requirement does not apply to aggregated performance reporting data that the Contractor submits directly to a USAID portfolio management system or to unstructured data, such as email messages, PDF files, PowerPoint presentations, word processing documents, photos and graphic images, audio files, collaboration software, and instant messages. Neither does the requirement apply to the Contractor’s information that is incidental to award administration, such as financial, administrative, cost or pricing, or management information. Datasets submitted to the DDL will generally be those generated with USAID resources and created in support of Intellectual Work that is uploaded to the Development Experience Clearinghouse (DEC) (see AIDAR 752.7005 “Submission Requirements for Development Experience Documents”).
- (2) “Intellectual Work” includes all works that document the implementation, monitoring, evaluation, and results of international development assistance activities developed or acquired under this award, which may include program and communications materials, evaluations and assessments, information products, research and technical reports, progress and performance reports required under this award (excluding administrative financial information), and other reports, articles and papers prepared by the Contractor under the award, whether published or not. The term does not include the Contractor’s information that is incidental to award administration, such as financial, administrative, cost or pricing, or management information.
- (b) Submissions to the Development Data Library (DDL)
- (1) The Contractor must submit to the Development Data Library (DDL), at www.usaid.gov/data, in a machine-readable, non-proprietary format, a copy of any

Dataset created or obtained in performance of this award, including Datasets produced by a subcontractor at any tier. The submission must include supporting documentation describing the Dataset, such as code books, data dictionaries, data gathering tools, notes on data quality, and explanations of redactions.

- (2) Unless otherwise directed by the Contracting Officer (CO) or the Contracting Officer Representative (COR), the Contractor must submit the Dataset and supporting documentation within thirty (30) calendar days after the Dataset is first used to produce an Intellectual Work or is of sufficient quality to produce an Intellectual Work. Within thirty (30) calendar days after award completion, the Contractor must submit to the DDL any Datasets and supporting documentation that have not previously been submitted to the DDL, along with an index of all Datasets and Intellectual Work created or obtained under the award. The Contractor must also provide to the COR an itemized list of any and all DDL submissions. The Contractor is not required to submit the data to the DDL, when, in accordance with the terms and conditions of this award, Datasets containing results of federally funded scientific research are submitted to a publicly accessible research database. However, the Contractor must submit a notice to the DDL by following the instructions at www.usaid.gov/data, with a copy to the COR, providing details on where and how to access the data. The direct results of federally funded scientific research must be reported no later than when the data are ready to be submitted to a peer-reviewed journal for publication, or no later than five calendar days prior to the conclusion of the award, whichever occurs earlier.
- (3) The Contractor must submit the Datasets following the submission instructions and acceptable formats found at www.usaid.gov/data.
- (4) The Contractor must ensure that any Dataset submitted to the DDL does not contain any proprietary or personally identifiable information, such as social security numbers, home addresses, and dates of birth. Such information must be removed prior to submission.
- (5) The Contractor must not submit classified data to the DDL.

H.16 ELECTRONIC PAYMENT SYSTEM (AUG 2014) (PEB 2014-06)

1. Definitions:

- a. “Cash Payment System” means a payment system that generates any transfer of funds through a transaction originated by cash, check, or similar paper instrument. This includes electronic payments to a financial institution or clearing house that subsequently issues cash, check, or similar paper instrument to the designated payee.
- b. “Electronic Payment System” means a payment system that generates any transfer of funds, other than a transaction originated by cash, check, or similar paper instrument, which is initiated through an electronic terminal, telephone, mobile phone, computer, or magnetic tape, for the purpose of ordering, instructing or authorizing a financial

institution to debit or credit an account. The term includes debit cards, wire transfers, transfers made at automatic teller machines, and point-of-sale terminals.

2. The Contractor agrees to use an electronic payment system for any payments under this award to beneficiaries, subcontractors, or grants under contracts, where applicable.
3. Exceptions. The Contractor is allowed the following exceptions, provided the Contractor documents its contract file with the appropriate justification:
 - a. Cash payments made while establishing electronic payment systems, provided that this exception is not used for more than six months from the effective date of this award.
 - b. Cash payments made to payees where the Contractor does not expect to make payments to the same payee on a regular, recurring basis, and payment through an electronic payment system is not reasonably available.
 - c. Cash payments to vendors below the micro purchase level as defined by FAR 2.101, or for Grants Under Contracts for less than \$3000, when payment through an electronic payment system is not reasonably available.
 - d. The Contractor has received a specific written exception from the Contracting Officer that a specific payment or all cash payments are authorized, based on the Contractor's written justification, which provides a basis and cost analysis for the requested exception.
4. More information about how to establish, implement, and manage electronic payment methods is available to contractors at <http://solutionscenter.nethope.org/programs/c2e-toolkit>.

H.17 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 USAID's policy can be found at the following Web site:
http://pdf.usaid.gov/pdf_docs/PDABQ631.pdf.

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

H.18 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." 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.19 AIDAR 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:

ATTN: Controller

Office of Financial Management
USAID/Cambodia
#1, Street 96, S/k Wat Phnom, Khan Daun Penh
Phnom Penh, Cambodia

Or

Office of Financial Management
USAID/Cambodia
Unit # 46223
APO AP 96546-6223

Or

phnompenhfateam@usaid.gov

(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>.

H.20 AIDAR 752.7007 PERSONNEL COMPENSATION. (JUL 2007)

(a) Direct compensation of the Contractor's personnel will be in accordance with the Contractor's established policies, procedures, and practices, and the cost principles applicable to this contract.

(b) Reimbursement of the employee's base annual salary plus overseas recruitment incentive, if any, which exceed the USAID Contractor Salary Threshold (USAID CST) 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.21 AIDAR 752.7032 INTERNATIONAL TRAVEL APPROVAL AND NOTIFICATION REQUIREMENTS (APR 2014)

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

H.22 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 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.23 PROHIBITION OF ASSISTANCE TO DRUG TRAFFICKERS

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.

(End of Provision)

H.24 LIMITATION ON ACQUISITION OF INFORMATION TECHNOLOGY (DEVIATION NOS. M/OAA-DEV-FAR-18-2C AND M/OAA-DEV-AIDAR-18-2C)(APRIL 2018)

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

“Information Technology” means

- (1) Any services or equipment, or interconnected system(s) or subsystem(s) of equipment, that are used in the automatic acquisition, storage, analysis, evaluation, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information by the agency; where
 - (2) such services or equipment are 'used by an agency' if used by the agency directly or if used by a contractor under a contract with the agency that requires either use of the services or equipment or requires use of the services or equipment to a significant extent in the performance of a service or the furnishing of a product.
 - (3) The term "information technology" includes computers, ancillary equipment (including imaging peripherals, input, output, and storage devices necessary for security and surveillance), peripheral equipment designed to be controlled by the central processing unit of a computer, software, firmware and similar procedures, services (including provisioned services such as cloud computing and support services that support any point of the lifecycle of the equipment or service), and related resources.
 - (4) The term "information technology" does not include any equipment that is acquired by a contractor incidental to a contract that does not require use of the equipment.
- (b) The Federal Information Technology Acquisition Reform Act (FITARA) requires Agency Chief Information Officer (CIO) review and approval of contracts that include information technology or information technology services.
- (c) The Contractor must not acquire information technology as defined in this clause without the prior written approval by the contracting officer as specified in this clause.
- (d) Request for Approval Requirements: Clauses And Special Contract Requirements For Facilities Access, Security, and Information Technology (IT) (Class Deviations M/OAA-DEV-FAR-18-2c, and M/OAA-DEV-AIDAR-18-2c) 8
- (1) If the Contractor determines that any information technology will be necessary to meet the Government’s requirements or to facilitate activities in the Government’s statement of work, the Contractor must request prior written approval from the Contracting Officer.
 - (2) As part of the request, the Contractor must provide the Contracting Officer a description and an estimate of the total cost of the information technology equipment, software, or services to be procured under this contract. The Contractor must simultaneously notify

the Contracting Officer's Representative (COR) and the Office of the Chief Information Office at ITAuthorization@usaid.gov.

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

(End of Clause)

END OF SECTION H

PART II—CONTRACT CLAUSES

SECTION I—CONTRACT CLAUSES

I.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 FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

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

Clause Number	Clause Title
52.202-1	Definitions. (NOV 2013)
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. (SEP 2006)
52.203-7	Anti-Kickback Procedures. (MAY 2014)
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. (OCT 2010)
52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights. (APR 2014)
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper. (MAY 2011)
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards. (OCT 2018)
52.204-13	System for Award Management Maintenance. (OCT 2018)
52.204-14	Service Contract Reporting Requirements. (OCT 2016)
52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (JUL 2018)
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment. (OCT 2015)
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters. (OCT 2018)
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations. (NOV 2015)
52.215-2	Audit and Records - Negotiation. (OCT 2010)
52.215-8	Order of Precedence - Uniform Contract Format. (OCT 1997)
52.215-17	Waiver of Facilities Capital Cost of Money. (OCT 1997)

Clause Number	Clause Title
52.215-23	Limitations on Pass-Through Charges. (OCT 2009)
52.216-7	Allowable Cost and Payment. (AUG 2018)
52.216-8	Fixed Fee. (JUN 2011)
52.217-2	Cancellation Under Multi-year Contracts. (OCT 1997)
52.219-14	Limitations on Subcontracting (JAN 2017)
52.222-2	Payment for Overtime Premiums (JUL 1990)
52.222-17	Nondisplacement of Qualified Workers. (MAY 2014)
52.222-21	Prohibition of segregated facilities. (APR 2015)
52.222-26	Equal Opportunity. (SEP 2016)
52.222-29	Notification of visa denial. (APR 2015)
52.222-50	Combating Trafficking in Persons. (JAN 2019)
52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving. (AUG 2011)
52.225-13	Restrictions on Certain Foreign Purchases (JUN 2008)
52.227-14	Rights in Data-General. (MAY 2014)
52.227-23	Rights to Proposal Data (JUN 1987)
52.228-3	Workers' Compensation Insurance (Defense Base Act). (JUL 2014)
52.228-7	Insurance - Liability to Third Persons. (MAR 1996)
52.229-8	Taxes-Foreign Cost-Reimbursement Contracts (MAR 1990)
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)
52.232-40	Providing Accelerated Payments to Small Business Subcontractors. (DEC 2013)
52.233-1	Disputes. (MAY 2014)
52.233-3	Protest after Award. (AUG 1996) - Alternate I (JUN 1985)
52.233-4	Applicable Law for Breach of Contract Claim. (OCT 2004)
52.242-1	Notice of Intent to Disallow Costs. (APR 1984)
52.242-3	Penalties for Unallowable Costs. (MAY 2014)
52.242-4	Certification of Final Indirect Costs. (JAN 1997)
52.242-13	Bankruptcy. (JUL 1995)
52.243-2	Changes - Cost-Reimbursement. (AUG 1987) - Alternate I (APR 1984)
52.244-2	Subcontracts (OCT 2010) - Alternate I (JUN 2007)
52.244-5	Competition in Subcontracting. (DEC 1996)
52.244-6	Subcontracts for Commercial Items. (JAN 2019)
52.245-1	Government Property. (JAN 2017)
52.245-9	Use and Charges (APR 2012)
52.246-25	Limitation of Liability - Services. (FEB 1997)

Clause Number	Clause Title
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)

**AGENCY FOR INTERNATIONAL DEVELOPMENT ACQUISITION REGULATION
 (48 CFR Chapter 7)**

Clause Number	Clause Title
752.202-1	Definitions. (JAN 1990)
752.209-71	Organizational conflicts of interest discovered after award. (JUN 1993)
752.211-70	Language and measurement. (JUN 1992)
752.227-14	Rights in Data-general. (OCT 2007)
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 Host Government employees. (MAR 2015)
752.231-72	Conference planning and required approvals. (AUG 2013)
752.252-2	AIDAR Clauses Incorporated by Reference (MAR 2015)
752.7001	Biographical data. (JUL 1997)
752.7002	Travel and transportation. (JAN 1990)
752.7004	Emergency locator information. (JUL 1997)
752.7006	Notices. (APR 1984)
752.7008	Use of Government Facilities or Personnel. (APR 1984)
752.7010	Conversion of U.S. Dollars to Local Currency. (APR 1984)
752.7011	Orientation and Language Training. (APR 1984)
752.7014	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	Differential and allowances. (JUL 1996)
752.7029	Post Privileges. (JUL 1993)
752.7031	Leave and holidays. (OCT 1989)
752.7033	Physical fitness. (JUL 1997)
752.7035	Public notices. (DEC 1991)

I.2 FAR 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.

(End of Clause)

I.3 FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

- (a) The Government may extend the term of this contract by written notice to the Contractor within 90 days before the expiration of the contract [insert the period of time within which the Contracting Officer may exercise the option]; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 120 days (60 days unless a different number of days is inserted) before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five years.

(End of Clause)

I.4 FAR 52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE. (NOV 2011)

- (a) *Definition.*

Small business concern, as used in this clause, 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 size standards in this solicitation.

- (b) *Applicability.* This clause applies only to--

- (1) Contracts that have been totally set aside or reserved for small business concerns; and
- (2) Orders set aside for small business concerns under multiple-award contracts as described in 8.405-5 and 16.505(b)(2)(i)(F).

- (c) *General.* (1) Offers are solicited only from small business concerns. Offers received from concerns that are not small business concerns shall be considered nonresponsive and will be rejected.

- (2) Any award resulting from this solicitation will be made to a small business concern.

- (d) *Agreement.* A small business concern submitting an offer in its own name shall furnish, in performing the contract, only end items manufactured or produced by small business

concerns in the United States or its outlying areas. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply to construction or service contracts.

(End of clause)

I.5 FAR 52.222-35 EQUAL OPPORTUNITY FOR VETERANS (OCT 2015)

(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.

(End of Clause)

I.6 FAR 52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITY (JUL 2014)

(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.

(End of Clause)

I.7 FAR 52.247-67 SUBMISSION OF TRANSPORTATION DOCUMENTS FOR AUDIT (FEB 2006)

- (a) The Contractor shall submit to the address identified below, for prepayment audit, transportation documents on which the United States will assume freight charges that were paid-
- (1) By the Contractor under a cost-reimbursement contract; and
 - (2) By a first-tier subcontractor under a cost-reimbursement subcontract thereunder.
- (b) Cost-reimbursement Contractors shall only submit for audit those bills of lading with freight shipment charges exceeding \$100. Bills under \$100 shall be retained on-site by the Contractor and made available for on-site audits. This exception only applies to freight shipment bills and is not intended to apply to bills and invoices for any other transportation services.
- (c) Contractors shall submit the above referenced transportation documents to-

<u>Local Address:</u>	<u>APO Address:</u>
Office of Acquisition and Assistance (OAA)	Office of Acquisition and Assistance (OAA)
USAID/Cambodia	Unit # 46223
#1, Street 96, Sangkat Wat Phnom,	APC AP 96546-6223
Khan Daun Penh	
Phnom Penh, Cambodia	

(End of Clause)

I.8 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.acquisition.gov/far/>
http://www.usaid.gov/sites/default/files/documents/1868/aidar_0.pdf

(End of Clause)

I.9 AIDAR 752.222-71 NONDISCRIMINATION (JUN 2012)

FAR part 22 and the clauses prescribed in that part prohibit contractors performing in or recruiting from the U.S. from engaging in certain discriminatory practices.

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

Contractors are required to comply with the nondiscrimination requirements of the FAR. In addition, the Agency strongly encourages all its contractors (at all tiers) to develop and enforce nondiscrimination policies consistent with USAID's approach to workplace nondiscrimination as described in this clause, subject to applicable law.

(End of Clause)

I.10 AIDAR 752.228-3 WORKER'S COMPENSATION INSURANCE (DEFENSE BASE ACT) (DEC 1991)

In addition to the requirements specified in (48 CFR) FAR 52.228-3, the contractor agrees to the following:

- (a) The Contractor agrees to procure Defense Base Act (DBA) insurance pursuant to the terms of the contract between USAID and USAID's DBA insurance carrier unless the Contractor has a DBA self insurance program approved by the Department of Labor or has an approved retrospective rating agreement for DBA.
- (b) If USAID or the contractor has secured a waiver of DBA coverage (see (48 CFR) AIDAR 728.305-70(a)) for contractor's employees who are not citizens of, residents of, or hired in the United States, the contractor agrees to provide such employees with worker's compensation benefits as required by the laws of the country in which the employees are working, or by the laws of the employee's native country, whichever offers greater benefits.
- (c) The Contractor further agrees to insert in all subcontracts hereunder to which the DBA is applicable, a clause similar to this clause, including this sentence, imposing on all subcontractors a like requirement to provide overseas workmen's compensation insurance coverage and obtain DBA coverage under the USAID requirements contract.

(End of Clause)

I.11 AIDAR 752.245-70 GOVERNMENT PROPERTY – USAID REPORTING REQUIREMENTS (OCT 2017)

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

(2) The term Government property, wherever it appears in the following clause, shall mean Government-furnished property, Contractor acquired mobile IT equipment and non-expendable personal property title to which vests in the U.S. Government under this contract. (3) Non-expendable personal property, for purposes of this contract, is defined as personal property that is complete in itself, does not lose its identity or become a component part of another article when put into use; is durable, with an expected service life of two years or more; and that has a unit cost of more than \$500. (b) Reporting Requirement: To be inserted following the text of the (48 CFR) FAR clause. Reporting Requirements: The Contractor will submit an annual report on all Government property in a form and manner acceptable to USAID substantially as follows: Annual Report of Government Property in Contractor's Custody [Name of Contractor as of (end of contract year), 20XX]

	Furniture and furnishings --			Other nonexpendable property
	Motor vehicles	Office	Living quarters	
A. Value of property as of last report				
B. Transactions during this reporting period				
1. Acquisitions (add):				
a. Purchased by contractor ¹				
b. Government furnished ²				
c. Transferred from others, without reimbursement ³				
2. Disposals (deduct):				
a. Returned to USAID				
b. Transferred to USAID—contractor purchased				
c. Transferred to other Government				

agencies ³				
d. Other disposals ³				
C. Value of property as of reporting date				
D. Estimated average age of contractor held property				
	Years	Years	Years	Years

¹Non-Government furnished property listed in this Contract as nonexpendable or accountable, including all mobile IT equipment.

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

Property Inventory Verifications

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

Authorized Signature

Name: _____

Title: _____

Date: _____

(End of Clause)

I.12 AIDAR 752.7005 SUBMISSION REQUIREMENTS FOR DEVELOPMENT EXPERIENCE DOCUMENTS. (SEP 2013)

(h) Contract Reports and Information/Intellectual Products.

(1) Within thirty (30) calendar days of obtaining the contracting officer representative's approval, the contractor must submit to USAID's Development Experience Clearinghouse (DEC) one copy each of reports and information products which describe, communicate or organize program/project development assistance activities, methods, technologies, management, research, results and experience. These reports include: Assessments, evaluations, studies, technical and periodic reports, annual and final reports, and development experience documents (defined as documents that:

(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, 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.

(i) 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.

(v) Electronic documents must be in one of the National Archives and Records Administration (NARA)-approved formats as described in NARA guidelines related to the transfer of permanent E-records. (See

<http://www.archives.gov/records-mgmt/initiatives/transfer-to-nara.html>).

(2) Essential bibliographic information. Descriptive information is required for all contractor products submitted. The title page of all reports and information products must include the contract number(s), contractor name(s), name of the USAID contracting officer's representative, the publication or issuance date of the document, document title, (if non-English, provide an English translation of the title), author name(s), and development objective or activity title (if non-English, provide a translation) and associated number, and language of the document (if non-English). In addition, all hard copy materials submitted in accordance with this

clause must have, attached as a separate cover sheet, the name, organization, address, telephone number, fax number, and internet address of the submitting party.

(End of Clause)

I.13 AIDAR 752.7013 CONTRACTOR-MISSION RELATIONSHIPS (JUNE 2018)

- (a) The Contractor acknowledges that this contract is an important part of the United States Foreign Assistance Program and agrees that its operations and those of its employees in the Cooperating Country will be carried out in such a manner as to be fully commensurate with the responsibility which this entails. This responsibility includes the Contractor ensuring that employees act in a manner consistent with the standards for United Nations (UN) employees in Section 3 of the UN Secretary- General's Bulletin - Special Measures for Protection from Sexual Exploitation and Sexual Abuse (ST/SGB/2003/13).
- (b) The Mission Director is the chief representative of USAID in the Cooperating Country. In this capacity, the Mission Director is responsible for both the total USAID program in the cooperating country including certain administrative responsibilities set forth in this contract, and for advising USAID regarding the performance of the work under the contract and its effect on the United States Foreign Assistance Program. Although the Contractor will be responsible for all professional, technical, and administrative details of the work called for by the contract, it must be under the guidance of the Mission Director in matters relating to foreign policy. The Chief of Party must keep the Mission Director currently informed of the progress of the work under the contract.
- (c) If the Contractor determines that the conduct of any employee is not in accordance with the preceding paragraphs, the Contractor's Chief of Party must consult with the USAID CO 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) It is understood by the parties that the Contractor's responsibilities shall 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.

(End of Clause)

I.14 AIDAR 752.7034 ACKNOWLEDGMENT 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. Acknowledgments 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.

(End of Clause)

I.15 AIDAR 752.7037 CHILD SAFEGUARDING STANDARDS (AUG 2016)

- (a) Implementation of activities under this award may involve children, or personnel engaged in the implementation of the award may come into contact with children, which could raise the risk of child abuse, exploitation, or neglect within this award. The contractor agrees to abide by the following child safeguarding core principles:
 - (1) Ensure compliance with host country and local child welfare and protection legislation or international standards, whichever gives greater protection, and with U.S. law where applicable;
 - (2) Prohibit all personnel from engaging in child abuse, exploitation, or neglect;
 - (3) Consider child safeguarding in project planning and implementation to determine potential risks to children that are associated with project activities and operations;
 - (4) Apply measures to reduce the risk of child abuse, exploitation, or neglect, including, but not limited to, limiting unsupervised interactions with children; prohibiting exposure to pornography; and complying with applicable laws, regulations, or customs regarding the photographing, filming, or other image-generating activities of children;

- (5) Promote child-safe screening procedures for personnel, particularly personnel whose work brings them in direct contact with children; and
 - (6) Have a procedure for ensuring that personnel and others recognize child abuse, exploitation, or neglect; mandating that personnel and others report allegations; investigating and managing allegations; and taking appropriate action in response to such allegations, including, but not limited to, dismissal of personnel.
- (b) The contractor must also include in the code of conduct for all personnel implementing USAID-funded activities, the child safeguarding principles in paragraphs (a)(1) through (6) of this clause.
- (c) The following definitions apply for purposes of this clause:
- (1) Child. A child or children are defined as persons who have not attained 18 years of age.
 - (2) Child abuse, exploitation, or neglect. Constitutes any form of physical abuse; emotional ill-treatment; sexual abuse; neglect or insufficient supervision; trafficking; or commercial, transactional, labor, or other exploitation resulting in actual or potential harm to the child's health, well-being, survival, development, or dignity. It includes, but is not limited to: Any act or failure to act which results in death, serious physical or emotional harm to a child, or an act or failure to act which presents an imminent risk of serious harm to a child.
 - (3) Emotional abuse or ill treatment. Constitutes injury to the psychological capacity or emotional stability of the child caused by acts, threats of acts, or coercive tactics. Emotional abuse may include, but is not limited to: Humiliation, control, isolation, withholding of information, or any other deliberate activity that makes the child feel diminished or embarrassed.
 - (4) Exploitation. Constitutes the abuse of a child where some form of remuneration is involved or whereby the perpetrators benefit in some manner. Exploitation represents a form of coercion and violence that is detrimental to the child's physical or mental health, development, education, or well-being.
 - (5) Neglect. Constitutes failure to provide for a child's basic needs within USAID-funded activities that are responsible for the care of a child in the absence of the child's parent or guardian.
 - (6) Physical abuse. Constitutes acts or failures to act resulting in injury (not necessarily visible), unnecessary or unjustified pain or suffering without causing injury, harm or risk of harm to a child's health or welfare, or death. Such acts may include, but are not limited to: Punching, beating, kicking, biting, shaking, throwing, stabbing, choking, or hitting (regardless of object used), or burning. These acts are considered abuse regardless of whether they were intended to hurt the child.

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

(d) The contractor must insert this clause in all subcontracts under this award.

(End of Clause)

I.16 AIDAR 752.7038 NONDISCRIMINATION AGAINST END-USERS OF SUPPLIES AND SERVICES (OCT 2016)

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

(b) The Contractor must insert this clause, including this paragraph, in all subcontracts under this contract.

(End of Clause)

END OF SECTION I

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

SECTION J—LIST OF ATTACHMENTS

<u>NUMBER</u>	<u>TITLE</u>
J.1	BRANDING IMPLEMENTATION PLAN AND MARKING PLAN
J.2	INITIAL ENVIRONMENTAL EXAMINATION
J.3	SUMMARY LOCAL EMPLOYEES PAY SCALE
J.4	CONTRACTOR PAST PERFORMANCE INFORMATION
J.5	STATEMENT OF OBJECTIVES

The following forms may be accessed at <http://www.usaid.gov/forms/>

1. USAID FORM 1420-17 - CONTRACTOR BIOGRAPHICAL DATA SHEET
2. SF LLL - DISCLOSURE OF LOBBYING ACTIVITIES
3. AID 1420-65 – AID CONTRACTOR EMPLOYEE PHYSICAL EXAMINATION FORM

PART IV—REPRESENTATIONS AND INSTRUCTIONS

SECTION K—REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

K.1 AGREEMENT ON, OR EXCEPTIONS TO, TERMS AND CONDITIONS

The offeror has reviewed the solicitation (Sections B through J of which will become the contract) and [] agrees to the terms and conditions set forth therein; or [] has the following exceptions (continue on a separate attachment page, if necessary):

[List Exceptions]

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

(a)

- (1) The North American Industry Classification System (NAICS) code for this acquisition is 541990.
- (2) The small business size standard is \$15 million [insert size standard].
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)

- (1) Asia 19-027 If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.
- (2) If the provision at 52.204-7 is not included in this solicitation, and the offeror is currently registered in the System for Award Management (SAM), and has completed the Representations and Certifications section of SAM electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes

(i) Paragraph (d) applies.

(ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c)

- (1) The following representations or certifications in SAM are applicable to this solicitation as indicated:

- i. 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless-
 - A. The acquisition is to be made under the simplified acquisition procedures in Part 13;
 - B. The solicitation is a request for technical proposals under two-step sealed bidding procedures; or
 - C. The solicitation is for utility services for which rates are set by law or regulation.
- ii. 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.
- iii. 52.203-18, Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation. This provision applies to all solicitations.
- iv. 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include 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. 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations-Representation.
- vii. 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.
- viii. 52.209-11, Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.
- ix. 52.214-14, Place of Performance-Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.
- x. 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.
- xi. 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

- A. The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.
 - B. The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.
- xii. 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.
 - xiii. 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.
 - xiv. 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.
 - xv. 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.
 - xvi. 52.222-57, Representation Regarding Compliance with Labor Laws (Executive Order 13673). This provision applies to solicitations expected to exceed \$50 million which are issued from October 25, 2016 through April 24, 2017, and solicitations expected to exceed \$500,000, which are issued after April 24, 2017.
Note to paragraph (c)(1)(xvi): By a court order issued on October 24, 2016, 52.222-57 is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, DoD, GSA, and NASA will publish a document in the **Federal Register** advising the public of the termination of the injunction.
 - 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 \$77,533, the provision with its Alternate II applies.
 - D. If the acquisition value is \$77,533 or more but is less than \$100,000, the provision with its Alternate III applies.
- xxii. 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.
 - xxiii. 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan-Certification. This provision applies to all solicitations.
 - xxiv. 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications. This provision applies to all solicitations.
 - xxv. 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.

(2) The following representations or certifications are applicable as indicated by the Contracting Officer:

(Contracting Officer check as appropriate.)

- (i) 52.204-17, Ownership or Control of Offeror.
- (ii) 52.204-20, Predecessor of Offeror.
- (iii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.
- (iv) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Certification.
- (v) 52.222-52, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Certification.
- (vi) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).
- (vii) 52.227-6, Royalty Information.
 - (A) Basic.
 - (B) Alternate I.

[] (viii)52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically via the SAM Web site accessed through *https://www.acquisition.gov*. After reviewing the SAM database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below (offeror to insert changes, identifying change by clause number, title, date). These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause No.	Title	Date	Change

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.

[Note: FAR 52.204-7, ‘System for Award Management’ is included in Section L of this RFP. Thus, paragraph (d) of the above provision applies.]

K.3 FAR 52.204-17 OWNERSHIP OR CONTROL OF OFFEROR (JUL 2016)

(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.4 FAR 52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)

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

(End of clause)

K.5 FAR 52.204-20 PREDECESSOR OF OFFEROR (JUL 2016)

- (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.
- (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)].

K.6 FAR 52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (OCT 2015)

- (a)
 - (1) The Offeror certifies, to the best of its knowledge and belief, that-
 - i. The Offeror and/or any of its Principals-
 - A. Are [] are not [] presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
 - B. Have [] have not [], within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks "have", the offeror shall also see 52.209-7, if included in this solicitation);
 - C. Are [] are not [] presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision; and

D. Have [], have not [], within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

- (i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
- (ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) Examples.

- (i) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.
- (ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.
- (iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. Sec. 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.
- (iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

ii. The Offeror has [] has not [], within a 3-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

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

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

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

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

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

- (1) The total value of all current, active contracts and grants, including all priced options; and

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

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

(b) The Offeror [] has [] does not have current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the offeror checked “has” in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

- i. In a criminal proceeding, a conviction.
- ii. In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.
- iii. In an administrative proceeding, a finding of fault and liability that results in-
 - (A) The payment of a monetary fine or penalty of \$5,000 or more; or
 - (B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.
- iv. In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the System for Award Management, which can be accessed via <https://www.sam.gov> (see [52.204-7](#)).

K.8 FAR 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 FAR 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that-

- (a) It [] has, [] has not participated in a previous contract or subcontract subject the Equal Opportunity clause of this solicitation;
- (b) It [] has, [] has not filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

K.10 FAR 52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that-

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

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

K.11 FAR 52.225-20 PROHIBITION ON CONDUCTING RESTRICTED BUSINESS OPERATIONS IN SUDAN--CERTIFICATION (AUG 2009)

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

"Business operations" means engaging in commerce in any form, including by acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce.

"Marginalized populations of Sudan" means--

- (1) Adversely affected groups in regions authorized to receive assistance under section 8(c) of the Darfur Peace and Accountability Act (Pub. L. 109-344) (50 U.S.C. 1701 note); and
- (2) Marginalized areas in Northern Sudan described in section 4(9) of such Act.

"Restricted business operations" means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate--

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

- (b) Certification. By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

K.12 FAR 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 head of 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—
 - (3) 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;
 - (4) 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
 - (5) 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.

(End of Provision)

END OF SECTION K

SECTION L—INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.1 NOTICE LISTING 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 FAR 52.252-1 for an internet address (if specified) for electronic access to the full text of a provision.

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

Clause Number	Clause Title
52.204-7	System for Award Management. (OCT 2018)
52.204-16	Commercial and Government Entity Code Reporting. (JUL 2016)
52.204-18	Commercial and Government Entity Code Maintenance. (JUL 2016)
52.204-22	Alternative Line Item Proposal. (JAN 2017)
52.214-34	Submission of Offers in the English Language. (APR 1991)
52.214-35	Submission of Offers in U.S. Currency. (APR 1991)
52.215-16	Facilities Capital Cost of Money. (JUN 2003)
52.215-22	Limitations on Pass-Through Charges--Identification of Subcontract Effort. (OCT 2009)
52.222-56	Certification Regarding Trafficking in Persons Compliance Plan. (MAR 2015)

L.2 FAR 52.215-1 INSTRUCTIONS TO OFFERORS - COMPETITIVE ACQUISITION (JAN 2017)

(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-

- The solicitation number;
- The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);
- 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;
- 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
- 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.*

- 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.

(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.

- 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.
- 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.
- 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:
 - The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.
 - The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.
 - The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
 - A summary of the rationale for award.
 - For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

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

The Government contemplates award of a cost-plus-fixed-fee (CPFF) completion contract resulting from this solicitation.

L.4 FAR 52.233-2 SERVICE OF PROTEST (SEP 2006)

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

Contracting Officer, USAID/Cambodia, e-mail: PhnomPenhOAA@usaid.gov (hardcopy submission is not required). A copy of any protest shall also be provided to

William Buckhold
GC/LE, RM#6.06-071 RRB
1300 Pennsylvania Ave, NW
Washington DC 20523
Email: wbuckhold@usaid.gov
Ph: 202-216-3058
Fax Number: 202-216-3058

- (b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

L.5 FAR 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

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

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

L.6 AIDAR 752.252-1 AIDAR SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (MAR 2015)

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

L.7 PROPOSAL PREPARATION AND SUBMISSION – SPECIAL INSTRUCTIONS

L.7.1 GENERAL

- (a) Electronic responses are required for this solicitation. Hand delivered proposals (including commercial courier) and facsimile transmission will not be accepted.
- (b) The Offeror must limit the size of its attachments to **25MB per email**.
- (c) Proposals must be submitted in two volumes: Volume I, Technical Proposal, including Past Performance, and Volume II, Cost/Business Proposal. No cost information must be presented in the Technical Proposal.
- (d) The Offeror must convert its documents into PDF (for narrative text), Microsoft Excel (for budgets and other relevant tables), before the Offeror sends any documents to USAID. Excel spreadsheets must be submitted with unlocked cells with formulas included. Note that electronic signatures are accepted by USAID.
- (e) Please submit your proposals to the e-mail address below by the deadline mentioned in the cover letter of this solicitation. The subject of the email should read as follows: **1– [organization name] – [Cost or Technical proposal] – [1 of xx]**.
- (f) The information below must be clearly marked on the cover page of the proposals:

**RFP/SOL No. 72044219R00005
USAID Cambodia Green Future Activity**

- (g) You will receive a confirmation from us via e-mail.
- (h) The address for submission of proposals is PhnomPenhOAA@usaid.gov.
- (i) Please submit Past Performance Information (as discussed under Section L.8.4) **one week prior to the proposal due date** stated above (desired but not required). The subject of the email should read as follows: **72044219R00005 Past Performance Information - [offeror name]**. The address for submission of Past Performance Information is PhnomPenhOAA@usaid.gov. The Offeror must use the Contractor Past

Performance Information template as per Attachment J.4 as the Annex ~~G-F~~ of the technical proposal.

Note: Obtaining Past Performance Information in advance of solicitation closing will allow USAID to expedite one of the most time-consuming efforts in the evaluation process. In particular, this advanced submission will allow time to retrieve Contractor Performance Assessment Reports (CPARs) from the PPIRS and Subcontracting Reports from eSRS, verify the point-of-contacts (references) and organize Past Performance Questionnaires for those actions that are not found in PPIRS. No outside parties will be contacted prior to the receipt of proposals.

- (j) Offerors are reminded that e-mail is NOT instantaneous, in some cases delays of several hours occur from transmission to receipt. For this RFP the initial point of entry to the government infrastructure is USAID's Washington mail server. Offerors are strongly encouraged to review FAR 15.208.
- (k) Offer Validity. Offerors are required to indicate the duration of the validity of their offer in box 12 of the submitted SF-33 Form. USAID recommends to include at least 9 months of validity from the date the offer is submitted to allow sufficient time to evaluate proposals and complete negotiations.
- (l) Proposal Clarity. The Offeror's proposal should be specific, complete, and concise. The Offeror is urged to examine this solicitation in its entirety and to assure that its proposal contains all the necessary information, provides all required documentation and is complete in all respects since evaluation of the proposal will be based on the actual material presented and not on the basis of what is implied.
- (m) Questions to the Solicitation. Questions in response to this solicitation must be submitted in writing only to PhnomPenhOAA@usaid.gov by the date and time set forth in the cover letter of this Solicitation. It is the CO's discretion to provide response to questions received after the deadline.

L.8 TECHNICAL PROPOSAL

The page limitation for the Technical Proposal is 30 pages. This limitation does not include annexes. A page is defined as one side of a sheet, 8-1/2" x 11", with at least one inch margins on all sides, using not smaller than 12-point type. Foldouts count as an equivalent number of 8-1/2" x 11" pages. The metric standard format most closely approximating the described standard 8-1/2" x 11" size may also be used. In addition, 8-point type is acceptable for graphics and tables provided that it is legible. Number each page consecutively. **A page in the Technical Proposal that contains a table, chart, graph, etc. is subject to the 30-page limitation.** Pages submitted in excess of the limitations specified in this provision will not be evaluated by the Government. If revised proposals are requested, separate page limitations may be specified in the Government's request for that submission.

Offerors must organize the technical proposal to follow the technical evaluation criteria listed in Section M. Refer to Sections C, J, and L for more information. Technical proposals must be organized in the following manner

- I. Cover Letter
- II. Table of Contents
- III. Acronym List
- IV. Technical Requirements
 - 1) Performance Work Statement
 - 2) Technical Approach
- V. Institutional Capacity;
- VI. Management and Staffing Plan
 - 1) ~~Key Personnel~~ Management and Staffing Plan
 - 2) ~~Management Approach~~ Key Personnel
 - 3) ~~Staffing Plan~~

~~VII. Past Performance Information~~

~~VIII.~~ VII. Annexes (not included in the page limitation, but have individual limitations as stated below)

- Annex A: Table summarizing the proposed minimum qualification requirements of the Key Personnel positions, and the qualifications of each candidate;
- Annex B: Key Personnel resumes with references (limit of 4 pages per individual);
- Annex C: Letters of Commitment of Key Personnel;
- Annex D: Preliminary Quality Assurance Surveillance Plan (QASP) Table;
- Annex E: Monitoring, Evaluation, and Learning Approach (limit of 10 pages); and
- Annex F: Contractor Past Performance Information (Attachment J.4)

The overall page limitation for the annexes is 30 pages. All information from annexes must be referenced in the technical proposal narrative. **USAID will not review and consider any additional annexes or pages provided.**

The technical proposal must be organized according to the evaluation factors in Section M, as follows:

L.8.1 Factor 1 –Technical Requirements (See Section M.2.1)

The Statement of Objectives provides a general outline of the Activity Objectives and expected Results. Offerors will propose how they will meet the Activity Objectives and achieve the expected Results. Specifically, offerors must provide the following:

- 1) A Performance Work Statement (PWS) will list and describe specific interventions and activities proposed to achieve the Activity Goal and Objectives.
- 2) A Technical Approach section describing the proposed approach, interventions,

and methodologies fulfill the SOO to achieve the Activity Goals and Objectives.

- 3) A Monitoring Evaluating and Learning (MEL) approach describing how the approach to MEL will inform the overall Technical Approach. This will include descriptions of methodologies, tools, and applications thereof to adapt and make adjustments to intervention tactics based on iterative learning. Offerors must define objectively verifiable, outcome-level indicators and annual Targets for each Result. Offerors must not submit a full Monitoring, Evaluation and Learning (MEL) Plan at the proposal stage.

In addition, the Offeror must provide a table that includes the name/title/description of the deliverable, due date, standard, and Acceptable Quality Level (AQL). The Offeror must provide results and deliverables for the entire period of performance. USAID will review the preliminary QASP but the plan will not be part of the technical proposal evaluation.

Example Quality Assurance Surveillance Plan Table

Deliverables	Due Date	Performance Standards	AQL	Performance Assessment Method
Report on trainings conducted with Min of Ag. Staff to instruct farmers and agribusinesses on how to take advantage of new services, rules, and regulations.	90 days from project start	No. of person-days of training on the new services, rules, and regulations delivered to agricultural value chain stakeholders and beneficiaries.	Deviation from planned training levels is less than 15% of performance objective during the reporting period.	Level of effort/expenditures for each activity/resource, as reported in project invoices, quarterly reports, and other reporting to USAID.

L.8.2 Factor 2 – Institutional Capacity (See M.2.2)

In the Institutional Capacity section of the Technical Proposal, Offerors must describe the capabilities and experience of the prime (themselves) and major subcontractors (a major subcontractor is defined as one whose proposed cost exceeds 20 percent of the Offeror’s total proposed contract cost) in conducting research, and implementing initiatives to achieve results similar to the Activity Goal and Objectives described in Section C, preferably in the Asia region. Offerors must explain how the described capabilities and experience will ensure rigorous scientific methodology, and sound, evidence-based initiatives will be implemented to achieve the Activity Goal and Objectives. The following elements must be addressed:

- Recent and relevant technical and field experience in program or projects of similar technical content and scope in developing countries. The offeror must discuss how this experience is relevant to the success of the Activity.
- Experience in working collaboratively with host government ministries, civil society, local communities, indigenous groups, women and youth, and relevant natural resource management partners, with examples from recent and existing programs that contribute to the protection of forests and biodiversity in a similar context.
- Capacity working in programs or projects of similar technical content and scope in developing countries, preferably in the Asia region.
- Capacity to work collaboratively with host government ministries, civil society, local communities, indigenous groups, women and youth, and relevant natural resource management partners, with examples from recent and existing programs that contribute to the outreach, communications, education, capacity building of civil society, and protection of forests and biodiversity in a similar context.
- Capability to apply state-of-the-art communication and outreach methodologies necessary to achieve the Activity Goal and Objectives.

L.8.3 Factor 3 – Management and Staffing (See M.2.3)

The Offeror must present a detailed management approach that describes the roles and responsibilities of the staff (including Key Personnel). A narrative must be presented that outlines how the staffing and management approach will support successful implementation of the Activity. The Offeror must present how the proposed key personnel meet the academic qualification and experience requirements.

a. Overall Management and Staffing Plan

In the Management and Staffing Plan section of the Technical Proposal, Offerors must:

- Describe how the Offeror will set up the Activity’s organizational structure and office(s). Clearly show lines of authority, provide general descriptions of staff roles and responsibilities for all home office and field employees.
- Present the proposed implementation team and discuss its strengths, knowledge and experience; in particular, in outreach, education, communications, social behavior change, biodiversity conservation, sustainable landscape management, and knowledge of the Cambodian culture and political context.
- Maximize use of local staff (both men and women) and local non-government organizations, and integrate building the capacity of relevant Cambodian stakeholders into project implementation.
- Demonstrate gender integration experience and competencies, and illustrate how the Offeror will integrate gender equality, women’s empowerment, and youth throughout all aspects of the Activity (analyzing, planning, implementing,

- managing, monitoring and evaluation, collaborating, learning and adapting)
- Describe how management of the Activity will be flexible, sensitive, and adaptive to dynamic political and environmental conditions in Cambodia.

b. Key Personnel positions

Offerors may propose up to five (5) key personnel positions, not to exceed five percent (5%) of the total number of employees of the Activity, whichever is greater. Offerors must describe how the proposed combination of key personnel corresponds to the proposed technical approach and will effectively lead to achievement of the Activity Goal, Objectives, and Results. The description of each proposed key personnel position must include a summary of the position's role (major duties and responsibilities) and minimum qualifications requirements, including education and experience. All Key Personnel must be fluent in English. Knowledge of Khmer is preferred. The Offeror must propose a Chief of Party and specify at least two to four additional key persons in accordance with section F.6. The proposed key personnel position must have the following experience and skill sets (as appropriate):

- Demonstrated experience in managing international development programs, including demonstrated sensitivity to local cultural and political context, cooperation among other donors and development projects, and host country institutions.
- Proven expertise in evidence-based adaptive management, communications and/or marketing; biodiversity and/or wildlife protection; and sustainable landscapes management and/or forest protection.
- Strong interpersonal, leadership, administrative, management, presentation, reporting, communication, and conflict resolution skills.
- Ability to perform at a high level and apply diplomacy skills with a wide range of stakeholders (i.e., national, provincial, district and local government officials, private sector, NGOs, CSOs, target audiences, and beneficiaries).
- Experience integrating gender equality and women's empowerment issues within outreach, education, communications, behavior change, biodiversity, and forest protection activities.
- Experience in Asia, or other countries with similar cultural and political dynamics.

Offerors must clearly demonstrate the professional qualifications, education and relevant experience of its proposed Key Personnel and explain how they meet the minimum qualifications requirements. Offerors must provide signed letters of commitment and resumes (CVs) for all key personnel candidates in an Annex C. The letters of commitments must indicate the candidate's intention to serve for a stated term of the service. The resumes should, at a minimum, include the following:

- The work experience will be presented chronologically and should contain sufficient details to enable the technical review team to evaluate the qualifications and experience.
- Description of appropriate technical backgrounds.
- Academic credentials.
- Language capabilities.
- The name, telephone number, and email of at least three references other than the Offeror's employees.

L.8.4 Factor 4 – Past Performance (See M.2.4)

The Offeror must include a Past Performance Summary Chart as part of the Technical Proposal which briefly describes the past performance in projects of similar scope, size, complexity and geographic location. USAID recommends that the Offeror alert the contacts that their names have been submitted and that they are authorized to provide performance information concerning the listed contracts if and when USAID requests it. All other information should be included as an annex with the following information:

- a. Submission of the offeror's past performance information must be in accordance with Section L.7.1(i).
- b. The Offeror (including all partners of a joint venture) must provide past performance information for itself and each major subcontractor in accordance with the following:
 - i. List in an annex to the Technical proposal up to five of the most relevant contracts during the past three years (a combined total for the prime and major subcontractors) for efforts similar to the work in the subject proposal, using the template provided in Attachment J.4. The most relevant indicators of performance are size, scope, complexity, geographic location, and how recently they were performed.
 - ii. For each of the contracts listed, provide contact names, job titles, mailing addresses, phone numbers, email addresses, and a description of the performance to include
 - Scope of work or complexity/diversity of tasks,
 - Primary location(s) of work,
 - Term of performance,
 - Skills/expertise required,
 - Dollar value, and
 - Contract type, i.e., fixed-price, cost reimbursement, etc.

- c. If extraordinary problems impacted any of the referenced contracts, provide a short explanation and the corrective action taken (FAR 15.305(a)(2)(ii)).
- d. Describe any quality awards or certifications that indicate exceptional capacity to provide the service or product described in the statement of work. This information is not included in the page limitation.

L.9 COST/BUSINESS PROPOSAL

L.9.1 Submission Instructions

Offerors must submit a cost proposal that is separate from the Technical proposal. There is no page limit for the cost proposal. Offerors will submit a Cost/Business Proposal which will be analyzed as part of the overall evaluation as indicated in Section M.3. The Cost/Business proposal must contain the following information and be organized in the following format:

Part 1 - RFP Cover Page (Standard Form 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 of a person authorized on behalf of the Offeror to sign the offer.

Part 2 - Proposed Budget including:

The total estimated cost of this contract will fall within the range of \$4.5 million - \$5 million.

- a. Offeror must provide a workable (Excel) detailed budget (breakdown) with narratives explaining the basis for the estimate for each category of cost in sufficient detail to facilitate determination of cost reasonableness. All spreadsheets must be submitted in Excel format as unlocked spreadsheets with unlocked formulas – this means spreadsheets must not be password protected. The proposed budget must be within these limitations.

A summary budget for the prime and all subcontractors must be presented using the below format.

Description	Year 1(\$)	Year 2(\$)	Year 3(\$)	Year 4(\$)	Year 5(\$)	Total (\$)
Salaries and Wages						
Fringe Benefits						
Allowances						
Consultants						

Travel, Transportation, and Per Diem						
Equipment and Supplies						
Subcontracts						
Grants under Contract						
Other Direct Costs						
Indirect Costs						
Total Estimated Cost						
Fixed Fee						
Total Estimated Cost Plus Fixed Fee						

- b. Detailed budget breakdowns for each year of the contract using the above format and including a detailed description that identifies each cost element and addresses why these costs are considered realistic. The same cost element breakdowns should be used for individual subcontract budgets as applicable.
- c. Budget narrative and supporting information. This should include the estimated cost elements at a detailed level, plus a description to the basis of estimated costs. The supporting cost information should be provided in sufficient detail to allow complete cost realism, allowability, and reasonableness analyses of the proposal. A description of what types of costs are included in each summary budget element should be included. For instance, "allowances" may include post differential, cost of living, housing, education or other allowances budgeted for long-term advisors and their dependents. The rationale for the proposed fee should be described. Subcontracts, in particular those that include advisors, must be broken out in similar cost detail. The budget narrative should thoroughly explain the estimating methodology used to calculate the budget and any assumptions that may be made by the offeror over and above the ones stated in this RFP that had a material effect on the resulting proposed cost. Offerors must clearly explain the basis of costs, meaning why and how offerors are costing out certain figures for item or service, to establish reasonableness of costs. Provide a clear and thorough explanation for each budgeted line item, reflecting either number or quantity.

The following is the minimum information required in the budget narrative:

1. **Salaries and Wages:** Labor salary and wages should be proposed in accordance with the Offeror's personnel policies and must meet the regulatory requirements. The proposal should include information concerning the work-day and work-week policies and the method of accounting for paid absences for the Offeror and major sub-Offerors in effect at time of award shall remain enforce throughout the period of the award.

Unit costs for each proposed position, key or not, should be expressed in an amount per work day with the corresponding level of effort required for the

position (number of work days) and then calculated to a total cost for each cost period where the salary would be applicable. Position descriptions briefly explaining what role each proposed person will perform on the project must be included.

No unburdened base daily rate may exceed the current USAID Contractor Salary Threshold (CST), as described in ADS 302.3.6.10. The total number of days in a year, which should be no more than 260 days. Additionally, per AIDAR 722.170(b), compensation paid to Third Country Nationals (TCN) and Cooperating Country Nationals (CCN) may not exceed the prevailing compensation paid to personnel performing comparable work in the cooperating country as determined by the USAID Mission, without prior approval of the Mission Director or the Assistant Administrator having program responsibility of the project. Offerors should submit a request for a waiver with the cost proposal for any proposed TCN LTTA employees, if applicable.

Completed and signed Contractor Employee Biographical Sheet (AID 1420-17, forms can be obtained at <http://www.usaid.gov/forms/>), must be provided for all proposed key personnel proposed. Biodata forms must be properly completed, certified and signed by both employee and the contractor in the appropriate spaces with all blocks completed, as appropriate. Salaries of personnel must be reflected on the form in U.S. dollar equivalent. Proposed rates must be indicated as gross salary. Personnel, whose salary histories include salaries in currency other than U.S. dollars, must show the contemporaneous U.S. dollar equivalent. Proposed annual salary escalation must be provided.

2. **Fringe Benefits:** Allowances and services provided by the contractor to its employees as compensation in addition to regular wages and salaries are allowable. If fringe benefits are provided for as part of a firm's indirect cost rate structure, see FAR 42.700. If not part of an indirect cost rate, a detailed cost breakdown by types of benefits should be provided.
3. **Allowances:** AIDAR 752.7028 provides for differentials and allowances with further references to Standardized Regulations. Allowances should be broken down by specific type and by person, and should be in accordance with Offeror's policies and these regulations.
4. **Travel, Transportation, and Per Diem:** Estimated travel and transportation costs shall be in accordance with the clause of the Contract entitled "Travel and Transportation" (AIDAR752.7002). The proposal should indicate the number of trips, domestic and international, and the estimated cost per trip. Specify the origin and destination for each proposed trip, duration of travel, and number of individuals traveling. For local travel specify the unit cost, number of days,

number of individuals traveling and total. Per diem should be budgeted in accordance with the DSSR for Guatemala, as applicable.

5. **Equipment and Supplies:** A list of proposed expendable and non-expendable property purchases, if any. Specify all equipment to be purchased, including the type of equipment, the manufacturer, the unit cost, the number of units to be purchased, and total as well as the expected geographic source.
6. **Other Direct Costs:** Various types of direct costs and many cost elements are allowable. 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. Other Direct Costs shall be specified in terms of the unit cost, number of units, and total cost.
7. **Grants Under Contracts:** The Offeror must propose the GUC budget, broken out by year, for a total up to \$500,000 in the cost proposal. While the total dollar amount is fixed, the break down by year may vary based on the annual work plan.
8. **Subcontracts.** FAR 44.101 provides for any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contract or major subcontract. Cost element breakdowns should include the same budget items as the prime as applicable.
9. **Indirect Costs:** The prime and all major 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 instruction 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 major 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) (ii) If the Offeror or major subcontractor does not have a cognizant Government Audit Agency, the proposal must include:
- 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
 - 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).
2. 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. 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 award based upon acceptable information submitted above.

- 10. Fee:** The Offeror must explain the calculation of the fee in accordance with FAR 15.404-4. It must be based upon the applicable profit analysis factors such as technical, management, support for Federal socioeconomic programs, contractor cost risk, contractor effort, and cost control and other past accomplishments, independent development, and capital investments. Justifiable additional factors may be taken into consideration as a basis for the

fee during negotiations.

The Offeror must propose a fixed fee schedule as detailed under section F.5 PAYMENT OF FIXED FEE for USAID consideration.

11. **Cancellation Ceiling:** Offerors must propose a separate cancellation ceiling amount for each program year subject to cancellation. (See Section B.4) Offerors must use the format provided below. In order to determine the reasonableness of the proposed cancellation ceiling, the offeror must provide documentation supporting the proposed ceiling amount.

Contract Year	Cancellation Ceiling
2	\$TBD
3	\$TBD
4	\$TBD
5	\$TBD

Part 3 - Policies and Procedures

If the Offeror does not have prior USAID contracting experience, it must submit a copy of its personnel policies, especially regarding salary and wage scales, fringe benefits, merit increases, promotions, leave, differentials, travel and per diem regulations, etc. The CO may determine that a pre-award survey is necessary (see FAR 9.106).

A summary of the offeror's personnel policies used for formulating the cost proposal and in effect at the time the offer is submitted, especially regarding salary and wage scales, merit increases, promotions, leave, differentials, travel and per diem regulations, fringe benefit, etc.

- **Fringe Benefit Information:** Unless the offeror's (and each subcontractor's) Negotiated Indirect Cost Rate Agreement contains a fringe benefit rate(s), the rate(s) proposed in the calculations will be supported by a detailed breakdown comprising each item of fringe benefits (i.e., unemployment insurance, retirement, worker compensation, health and life insurance, FICA, etc.) and the costs of each, expressed in dollars and as a percentage of salaries. Each page will have the prime offeror's (or subcontractor's) name clearly marked.
- **Information Concerning Work-Day, Work-Week, and Paid Absences:**
 - The prime offeror and each proposed major subcontractor will indicate the number of hours and days in its normal work-day and its normal work-week, both domestically and overseas, for employees and consultants. In addition, the offeror and each proposed major subcontractor will indicate how paid absences (US holidays, local holidays, vacation and sick) will be covered.

- A normal, work-year, including paid absences (holidays, vacations, and sick leave) is 2,080 hours (260 days x 8 hours per day). However, some organizations do not have an 8-hour workday, and some accounting systems normally provide for direct recovery of paid absences by using a work-year of less than 2,080 hours to compute individuals' unburdened daily rates. The offeror and major subcontractors will describe their workday and workweek policies.

Part 4 – Joint Venture Information

If the offeror is a joint venture or partnership, the Cost/Business Proposal must include a copy of the agreement between the parties to the joint venture/partnership. The agreement will include a full discussion of the relationship between the firms including identification of the firm which will have responsibility for negotiation of the contract, which firm will have accounting responsibility, how work will be allocated, overhead calculated, and profit shared, and the express agreement of the principals thereto to be held jointly and severally liable for the acts or omissions of the other.

Part 5- Evidence of Responsibility

The offeror 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. In the absence of evidence sufficient for the Contracting Officer to make an affirmative determination of responsibility, the offeror will be considered to be non-responsive, thereby precluding award of the contract. Accordingly, the offeror should address each element of responsibility. To this end, the offeror must demonstrate that it:

- i. Has adequate financial resources to perform the contract, or the ability to obtain them;
- ii. Is able to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental commitments;
- iii. Has a satisfactory performance record;
- iv. Has a satisfactory record of integrity and business;
- v. Has the necessary organization, experience, accounting and operational controls, and technical skills, or the ability to obtain them; and
- vi. Be otherwise qualified and eligible to receive an award under applicable laws and regulations (e.g., Equal Opportunity, Clean Air and Water, etc.).

The information stated above in this section regarding responsibility will be included for each major subcontractor (one whose proposed cost exceeds 20 percent of the offeror's total proposed contract cost).

Part 6 - Subcontractor Information:

This Part will contain subcontractor information as set forth below. A divider sheet will separate each element of subcontractor information, as well as each subcontractor. Each page will have the subcontractor's name clearly marked. The proposal must include a letter, on subcontractor letterhead, and signed by an authorized representative of each subcontractor, which specifically contains the following:

- The subcontractor's agreement to be included in the offeror's proposed teaming arrangement; and
- A discussion and agreement on type(s) of subcontract(s) to be used, ~~and applicable terms and conditions~~, and approximate percentage of each type of work to be subcontracted.

Part 7 - Completed Section K – Representations, Certifications, and Other Statements of Offerors for the prime offeror and major subcontractor(s) (one whose proposed cost exceeds 20 percent of the offeror's total proposed contract cost).

L.9.2 General Assumptions and Other Instructions

The cost proposal will use the following assumptions:

- One office to be based in Phnom Penh, Cambodia (regional offices should be proposed as needed).
- Under applicable cost principles, taxes and duties for which there is not an available exemption are allowable costs.
- Demobilization and closeout during the last three months of the program.
- Freedom to propose per diem rates below the standard government rate, which is a maximum, and other cost saving measures.
- "Travel and Transportation" includes all field staff travel, international travel, STTA international/regional travel, travel within Cambodia, visas, medevac insurance, etc.
- Offerors should assume a contract start date of on or about October 2019. Close out during the last three to six months of the activity.
- The Contractor must arrange for its own logistical arrangements such as office space, visas, international travel and travel within the country, accommodations in the field, computers and other equipment, secretarial and other services.
- Under this RFP, Third Country Nationals (TCNs) do not have a waiver authorization for salaries above the local compensation plan and will receive benefits only authorized under the local compensation plan (See AIDAR 722.170).
- For local staff hired in Cambodia, the salary threshold is \$60,366/year for a 40 hour work week.
- Any reference to Cambodian laws as basis for costs must provide a copy or a link of the law being referred to.

- Adequate funds should be budgeted for Monitoring & Evaluation (M&E) and Branding Implementation Plan and Marking Plan.

L.10 INSTRUCTIONS FOR THE PREPARATION OF THE BRANDING IMPLEMENTATION PLAN (BIP) AND MARKING PLAN (MP)

In accordance with ADS 320.3.1.2, Pre-Award Procedures, the Offeror will respond to the Branding Strategy outlined in the RFP by preparing and submitting the Branding Implementation Plan (BIP) and a Marking Plan (MP). The BIP and MP will be negotiated prior to award and included in and made a part of the resultant contract. Failure to submit and negotiate a BIP and/or MP will make the Offeror ineligible for award of the contract. The Offeror must include all estimated costs associated with monitoring and enforcement of branding and marking requirements into their cost proposals.

The Contractor's Branding Implementation and Marking Plans should demonstrate the Contractor understanding and support of ADS 320. The Contractor will be responsible for ensuring that its employees associated with this contract are familiar with ADS 320 and the Contractor Branding Implementation and Marking Plans as submitted and approved by USAID. These plans must address the familiarization of all Contractor's employees placed with USAID in fulfillment of the Statement of Work with this Branding Implementation and Marking Plans to include specific guidance for these individuals with respect to their personal responsibilities for compliance. For example, such Contractor's employees who obtain business cards to identify themselves as associated with USAID, must use the guidance found in ADS 320 and, among other requirements, include "USAID Contractor" above their name. This serves to inform recipients of the business card that this individual is associated with USAID, but is not a Federal Employee and cannot represent USAID or perform *inherently governmental functions*.

The Contractor's Branding Implementation and Marking Plans might also include information about how this topic will be addressed during employee orientation. For example, employees might be advised to include "USAID Contractor" as a part of their "signature" for work-related emails, especially those sent under an USAID-provided email account. The Contractor's employees placed with USAID should also be advised to discuss with their USAID Point of Contact the Branding and Marking practices of the USAID unit to which they are assigned to ensure consistent practices.

The Offeror **should-must** submit a preliminary BIP and MP (not to exceed two pages) as a separate annex to the cost/business proposal (~~Annex F~~). The BIP and MP will not be a part of the technical evaluation. The Offeror will be required to submit formal and detailed Branding Implementation Plan and Marking Plan for final review before award, or in the competitive range (if applicable).

Branding Implementation Plan (BIP)

The Branding Implementation Plan will describe how the program will be communicated to the beneficiaries and promoted to host-country citizens. It will outline the events and materials the Contractor will use to deliver the message that the assistance is from the American people. The Branding Implementation Plan must reflect the Branding Strategy in Section D.3.

Marking Plan (MP)

The Marking Plan will enumerate all of the public communications, commodities and program materials that will be marked.

END OF SECTION L

SECTION M—EVALUATION FACTORS FOR AWARD

M.1 GENERAL

- (a) USAID intends to award a contract without discussions with Offerors in accordance with FAR 52.215-1. However, discussions may be conducted at the Contracting Officer’s discretion.
- (b) USAID will evaluate Offerors in accordance with Section M of this RFP and make an award to the responsible Offeror whose proposal represents the best value to the USG. “Best value” is defined as the offer that results in the most advantageous solution for the USG, in consideration of technical, cost, and other factors.
- (c) The submitted technical information will be rated by a technical evaluation committee using the criteria shown below. When evaluating the competing offers, USAID will consider the written qualifications/capability information provided by the Offerors, and any other information obtained by USAID through its own research.
- (d) In accordance with FAR 15.304(e)(1), all evaluation factors other than cost or price, when combined, are significantly more important than cost or price.

M.2 TECHNICAL EVALUATION FACTORS

- (a) The technical proposal will be rated by a technical evaluation committee using the criteria shown in this Section.
- (b) The criteria below reflect the requirements of this particular solicitation. Offerors must note that these criteria (1) serve as the standard against which all proposals will be evaluated, and (2) serve to identify the significant matters which offerors must address in their proposals.

Technical Evaluation Factors	Relative Importance/Weight
1. Technical Requirements	Factor 1 is more important than Factor 2, and both in aggregate weigh more than Factors 3 and 4 when combined.
2. Institutional Capacity	
3. Management and Staffing	Factors 3 and 4 are equally important, but have a lesser relative weight than all other technical factors when combined.
4. Past Performance	

M.2.1 Factor 1 – Technical Requirements (See Section L.8.1)

The evaluation under this factor will holistically focus on the following elements (not sub-factors):

- The extent to which the proposed interventions in the Performance Work Statement (PWS), the Technical Approach, and the MEL Approach clearly, comprehensively, and convincingly reflect the SOO, and demonstrate that the Activity Goal, Objectives, and Results will be achieved.

M.2.2 Factor 2 – Institutional Capacity (See Section L.8.2)

The extent to which the Offeror convincingly demonstrates institutional capability of the prime and any major subcontractors to ensure successful implementation of the proposed PWS and achievement of the Activity Goal and Objectives.

M.2.3 Factor 3 – Management and Staffing Plan (See Section L.8.3)

The Offeror will be evaluated on the quality of the detailed management plan explaining staff roles and responsibilities, the appropriateness of all project staff (including Key Personnel), and how the staffing and management approach will support successful implementation of the project. The extent to which the qualifications of Key Personnel, including academic background and experience managing similar activities, meet the requirements outlined in Section L.

M.2.4 Factor 4 – Past Performance (See Section L.8.4)

- (a) Performance information will be used for both the responsibility determination and best value decision. USAID may use performance information obtained from other than the sources identified by the offeror and major subcontractor. USAID will utilize existing databases of contractor performance information and solicit additional information from the references provided by the offerors and from other sources if and when the Contracting Officer finds the existing databases to be insufficient for evaluating an offeror's performance.
- (b) Adverse past performance information to which the offeror previously has not had an opportunity to respond will be addressed in accordance with the policies and procedures set forth in FAR 15.3.
- (c) USAID will initially determine the relevance of similar performance information as a predictor of probable performance under the subject requirement. USAID may give more weight to performance information that is considered more relevant and/or more current.
- (d) The contractor performance information determined to be relevant will be

evaluated in accordance with the elements below [all the following sub-factors are of equal importance]:

- (1) Quality, including overall performance to accomplish logistic planning, success in meeting quality objectives and 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 or business relations, addressing the history of professional behavior and overall business-like concern for the interests of the customer, including the contractor's history of reasonable and cooperative behavior (to include timely identification of issues in controversy), customer satisfaction, timely award and management of subcontracts, cooperative attitude in remedying problems, and timely completion of all administrative requirements, management of key personnel, including appropriateness of personnel for the job and prompt and satisfactory changes 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).
- (e) 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 is assigned a "neutral" rating. Prior to assigning a "neutral" past performance rating, the Contracting Officer may take into account a broad range of information related to an offeror's performance.

M.3 COST EVALUATION

Evaluation points will not be awarded for cost. The proposed cost/price will be evaluated for reasonableness and realism in accordance with FAR 15.404. Evaluation of the cost proposal will include a cost analysis to establish reasonableness of the Offeror's price (including the reasonableness of the fee proposed); a cost realism analysis to determine what the Government should realistically expect to pay for the proposed effort, the offeror's understanding of the work, and the offeror's ability to perform the contract in accordance with the proposed technical approach; and price

analysis (cost plus fixed fee) to verify that the overall price offered is fair and reasonable.

If the proposed cost is considered to be unrealistic, the Offeror's proposed cost will be adjusted upward or downward to reflect more realistic costs. Therefore, the evaluated cost, including fee, will be used in making a selection decision. Unrealistic cost proposals may result in a re-evaluation and concurrent rescoring of Technical Proposals. Such re-evaluation based on cost or realistic cost analysis could negatively impact the technical rating and overall rating of the proposal.

M.4 DETERMINATION OF THE COMPETITIVE RANGE

The U.S. Government reserves the right to conduct discussions if the CO determines them to be necessary. If a competitive range is established, the offerors with whom negotiations will be conducted will be determined by the CO pursuant to FAR 15.306(c).

If the CO 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 CO 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.

Determination of the competitive range, if any, will be based on a review of technical and cost proposals for this RFP.

M.5 SOURCE SELECTION

The overall evaluation methodology set forth above will be used as a guide in determining which proposal(s) offer the best value to the U.S. Government. In accordance with FAR 52.215-1, and as set forth in Section L of this RFP, 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 all factors and sub-factors in this solicitation.

This procurement utilizes the tradeoff process set forth in FAR 15.101-1. All evaluation factors other than cost or price, when combined, are significantly more important than cost or price factors. If the CO determines that competing technical proposals are essentially equal, cost/price factors may become the determining factor in source selection. Further, the CO may award to a higher priced Offeror if a determination is made that the higher technical merit of the Offeror merits the additional cost/price.

END OF SECTION M

ATTACHMENT J.1

**BRANDING IMPLEMENTATION PLAN AND
MARKING PLAN**

[to be attached at award]

ATTACHMENT J.2

**INITIAL ENVIRONMENTAL EXAMINATION
and
CLIMATE RISK MANAGEMENT**

[attached]

ATTACHMENT J.3

SUMMARY LOCAL EMPLOYEES PAY SCALE

GRADE	MINIMUM RATE	MAXIMUM RATE
FSN-12	38,941	60,366
FSN-11	32,808	50,840
FSN-10	23,874	37,000
FSN-9	17,440	27,038
FSN-8	14,492	22,450
FSN-7	11,009	17,066
FSN-6	9,919	15,369
FSN-5	9,032	14,013
FSN-4	6,876	10,645
FSN-3	5,610	8,690
FSN-2	4,146	6,426
FSN-1	3,686	5,705

ANNUAL SALARY SCALES IN U.S. DOLLARS
40 HOURS WORKWEEK

ATTACHMENT J.4

CONTRACTOR PAST PERFORMANCE INFORMATION

[The provided information cannot exceed 2 pages per activity. See Section L.8.4]

Organization Name:	
Organization Type:	[NGO, academic institution, etc.]
Name and Address of Awarding Organization or Agency:	
Activity Title:	
Contract No.:	
Order No. (if any):	
Explanation of relevance to the proposed acquisition:	
CPARS report(s) have been finalized for this activity (Yes/No):	
<i>If CPARS report(s) have been finalized in the CPARS system for the activity, leave the following boxes blank. If not, please fill in in full.</i>	
Contact information (names, job titles, mailing addresses, phone numbers, e-mail addresses of the procuring Contracting Officer and/or the Contracting Officer 's Representative):	
Description of the performance	
Scope of work or complexity/diversity of tasks:	
Primary location(s) of work:	
Period of performance:	
Dollar value:	
Contract type, i.e., fixed-price, cost reimbursement, etc.:	
If extraordinary problems impacted any of the referenced contracts, provide a short explanation and the corrective action taken (FAR 15.305(a)(2)).:	
Any quality awards or certifications that indicate exceptional capacity to provide the service or product described in the statement of work. (This information is not included in the page limitation. Use continuation sheet if necessary):	

ATTACHMENT J.5—STATEMENT OF OBJECTIVES

(1) PURPOSE

This transformational outreach and communications Activity will focus on biodiversity conservation, sustainable landscape management, and strengthen civil society capacity for collective action to protect biodiversity and forests. The purpose of this Activity is to use evidence-based communication to empower Cambodian citizens and civil society with the knowledge and skills they need to effectively engage in protection of Cambodia’s unique biodiversity and critical forest ecosystems. This is not intended as an isolated Activity, but will build upon local knowledge and successes of environmental protection initiatives. This Activity will coordinate with other on-going USAID Activities, and to the extent possible, other donors, non-government organizations (NGOs), and civil society organizations (CSOs) actively working in biodiversity conservation, and sustainable natural resource management in Cambodia.

USAID Cambodia Green Future Activity will support the Cambodia Mission Objective 4.2, Country Development and Cooperation Strategy (CDCS) Development Objective (DO) 3: Strengthen sustainable and resilient pathways out of poverty. Under DO3, this Activity is expected to contribute to Intermediate Result 3.1: “Improved, inclusive management of targeted landscapes.” This Activity will contribute to USAID Agency goals for biodiversity, sustainable landscapes, and governance. This Activity is proposed for five years, o/a ~~December~~October 2019 through ~~December~~October 2024.

(2) CAMBODIAN CONTEXT

This activity will increase Cambodian’s knowledge of the unique biodiversity and ecosystems in Cambodia, and the benefits and value thereof, and strengthen civil society to advocate and participate in better, more inclusive, management of Cambodia’s natural resources.

Cambodia’s development trajectory must take into account the critical importance of biodiversity and forests to sustainable, long-term, economic growth. Cambodian citizens and policy-makers must take actions to conserve, protect, and sustainably manage forests and biodiversity for Cambodia’s resilience, self-reliance, and future generations. In 2016, the Ministry of Environment (MOE) acquired responsibility for nearly 22,700 square miles of forested land in protected areas, and established biodiversity corridors, which jointly consist of approximately 40 percent of Cambodia’s total land area. The MOE has rolled out significant legal reforms, and made strides to begin increasing their capacity to carry out their mandate to protect Cambodia’s environment. This is a significant positive step towards long term environmental sustainability and conservation. In addition to legal reforms,

Cambodians have expressed their concerns about environmental degradation, yet the general public lacks a deeper understanding of the uniqueness and value of Cambodia's natural resources, eminent threats, and how to best engage to contribute to conservation efforts.

Cambodia's rich biodiversity results from having some of Southeast Asia's largest tracts of forest including the Prey Lang forest, and the forests of the Eastern Plains. These forests are essential to the culture and livelihoods of the people living in these areas, including indigenous communities. Forests provide not only timber, but a wide range of non-timber forest products including wildlife, food, medicinal and ornamental plants, and a diversity of landscapes of interest to tourism. These forests support Cambodia's unique biodiversity, and provide critical ecosystem services such as sequestering carbon, improve water and air quality and circulation, maintain soil fertility and biota, mitigate the impact of droughts and floods, and prevent soil erosion. These ecosystems are economically important to agriculture and fisheries. Downstream of the Prey Lang forest is the largest inland freshwater body in the region, the Tonle Sap Great Lake, which is a United Nations Educational, Scientific and Cultural Organization (UNESCO) Biosphere Reserve. The Mekong and Tonle Sap River systems are among the most biodiverse inland water systems in the world, second only to the Amazon. Moreover, the protected areas such as national parks, wildlife sanctuaries, protected landscapes, multiple-use areas, wetlands of international importance under the Ramsar Convention of Wetlands, natural heritage areas, marine protected areas and biodiversity conservation corridors, as well as natural and cultural resorts and zoos have been attracting increased numbers of local and foreign tourists. The economic, social, cultural and other intrinsic, aesthetic, and intangible values of forest resources are remarkably high and difficult to quantify.

In Cambodia, women are disproportionately vulnerable to the effects of climate change, as they are more likely to lack formal education, have limited access to information, be less involved in decision-making, and be traditionally bound to the household. Although there are many women emerging as elected as leaders of community forests, chiefs of village groups, and commune council members, the voices of women still remain low in making decisions, and they experience lack of confidence in their management roles. Previous USAID projects have found that women proved more effective communicators than their male counterparts in situations requiring complex negotiation, including conflicts related to land clearance, destruction of conservation materials in protected areas, and resolving disputes arising from community patrolling in protected areas. A deep understanding of gender norms, challenges, and opportunities in Cambodian society, is needed to ensure equal access and use of information and resources for conservation of forests and biodiversity.

Engaging young people in environmental conservation is key to ensuring long-term protection of Cambodia's unique ecosystems. Based on the Population Census of 2013, Cambodia has one of the most youthful populations in Southeast Asia, with 59 percent to 65 percent of its population below 30 years of age. Although more recent, conservative estimates of the youth population indicate that the size of the youth

population crested at the end of the last decade, Cambodia will continue to have a youthful population for years to come. Not surprisingly, large majorities of Cambodian youth think that environmental problems are serious for Cambodian society. While many institutional actors such as civil society, government, political parties, and community groups have sought to engage youth in efforts to preserve the environment, these were frequently found to be patchy and fragmented. Thus, there is a need to meaningfully engage youth and other key stakeholders to participate in protection of Cambodia's biodiversity and forests.

Addressing all of these challenges, for the purpose of strengthening Cambodia's natural resource management and biodiversity protection efforts, demands focused investments in changing how ordinary Cambodians view environmental conservation. Many local and international organizations and donors are working in Cambodia to protect biodiversity, forests, cultural and natural resources, combat wildlife trafficking and environmental crimes, and mitigate the effects of climate change. A number of local organizations are active in the behavior change arena, although it is not clear that they possess the depth or breadth of expertise to work independently across natural resource conservation areas using a range of approaches. These organizations have undertaken a range of outreach and communication activities, upon which future outreach efforts could build. Under the previous USAID Supporting Forests and Biodiversity (SFB) project, many outreach materials and events were launched to raise awareness of the importance of the Prey Lang forest.

The communication landscape is changing rapidly in Cambodia. Recent surveys point to a rapid increase in the use of social media, with 96 percent of Cambodians owning a mobile phone, 99 percent reachable via mobile phone, and as of late 2016, internet/Facebook becoming the most important channel through which Cambodians access information. Per the December 2016 Asia Foundation "Mobile Phones and Internet Use in Cambodia 2016" study, internet/Facebook was the most important channel for 30 percent of people, followed by TV (29 percent) and radio (15 percent). With 55 percent of 13-24 year olds using Facebook, the dynamic communication landscape offers great potential for affordable, innovative approaches to environmental education and social behavior change.

CHALLENGES AND CONSTRAINTS

Cambodia's biodiversity and forests are confronted by a myriad of threats, as evidenced by the high deforestation rate, increased poaching, and increasing demand for illegal wildlife products. The profitable trade in illegal logging presents a serious and complex threat to biodiversity and ecosystem services provided by forests, such as carbon sequestration, water quality and hydrologic and nutrient cycles. According to the Royal Government of Cambodia (RGC) forest cover was approximately 73 percent in 1965, and dropped to 48 percent by 2014 (this estimate also includes plantations as forest cover), a decline of almost 25 percent compared to the overall country area. Deforestation in Cambodia peaked between 2010 and 2012 when Economic Land

Concessions (ELCs) were granted. Even now, after an official moratorium on ELCs, deforestation rates remain high. According to satellite data analyzed by Global Forest Watch in 2017, Cambodia lost 114,000 ha of natural forest, equivalent to 12.1Mt of CO₂ emissions (although this estimate does not account for tree cover gain). The Initial Forest Reference Level submitted to the United Nations Framework Convention on Climate Change (UNFCCC), on July 22, 2016, is assessed at 78,953,951 tCO₂/year, based on the historical average net emission levels from 2006 to 2014.

Increased pressure on forests and fisheries continues to threaten endangered species in Cambodia, including: Asian elephants, clouded leopards, banteng wild cattle, and Asiatic black bears, as well as the Tonle Sap aquatic ecosystem. Cambodia's habitats and ecosystems are also increasingly fragmented and under pressure. Rapid human expansion into biologically sensitive areas is also putting pressure on the remaining natural habitats supporting these and other rare species that are of local, national, and international importance. The broad-based underlying drivers of biodiversity and forest loss in Cambodia include corruption and weak governance; low capacity of sub-national authorities to enforce environmental laws, regulations, and policies; lack of accurate, timely, and actionable information; and, a lack of understanding of the value of ecosystem goods and services. Other threats to Cambodia's biodiversity and forests include unsustainable resource exploitation, poor land use management, population growth, impacts of climate change, high land value, illegal logging, overfishing, and illegal wildlife trade, among others.

Cambodia has been identified as highly vulnerable to the effects of climate change in regional and global indexes. The World Risk Report 2017, published by Bündnis Entwicklung Hilft, lists Cambodia as number 8 globally, with a score for vulnerability at 61 percent, susceptibility at 42 percent, lack of coping capacity at 87 percent, and lack of adaptive capacity at 55 percent. The Germanwatch Global Climate Risk Index 2018 ranks Cambodia as number 15 globally in the Climate Risk Index for 1997–2016. Climate change and an increasing risk of natural disasters, such as devastating floods in 2011 and 2013, and drought in 2015, increasingly threaten food security and livelihoods for both men and women, with women at increased risk given their traditional gender roles and responsibilities.

In the policy and regulatory arena, ecosystem services often are not valued adequately in analyses of agriculture, land use and water management, or other key sectors, or when considering the costs and benefits of infrastructure investments or different approaches to climate change adaptation. Cambodian authorities such as the Ministry of Environment and Provincial Departments of the Environment lack capacity to adequately carry out their mandate to protect Cambodia's environment. Gaps in capacity necessary to strengthen Cambodia's natural resource management include weak environmental compliance, regulation, and enforcement to ensure that decisions are evidence-based; lack of meaningful citizen participation; and lack of prevention of environmental crimes such as illegal logging and poaching.

Cambodia has a high rate of illiteracy, which tends to be concentrated in Cambodia's most rural areas. In 2008, the National Population Census reports that the adult literacy rate for 15 year olds and over was at 77.6 percent (85.1 percent among males to 70.9 percent among females). Statistics from 2015 reveal a slight drop to 77.2 percent (85.5 percent among males to 70.5 percent among females). Most illiterate people and/or those who are functionally illiterate are hard to reach groups, such as those who live in remote areas, especially in and around forested areas, ethnic minorities, migrants, or people with disabilities. The high rate of illiteracy can be a challenge for conservationists to engage local communities in forest and biodiversity conservation, requiring development of creative educational materials and methods of communication.

(3) **ACTIVITY GOAL**

The goal of this Activity is to: Empower Cambodian citizens and civil society with the knowledge and skills to use evidence-based communication systems to influence positive actions to support biodiversity conservation, and sustainable natural resource management.

(4) **OBJECTIVES AND RESULTS**

Objective 1: Increase target populations' knowledge and positive attitudes about the benefits of Cambodia's unique and endangered biodiversity and the critical importance of Cambodia's forest ecosystems.

Result 1.1: Research conducted on (a) target audiences' perceived benefits of biodiversity and forests, and (b) their perceived barriers to protection of biodiversity and forests, particularly in Prey Lang and the Eastern Plains.

Result 1.2: Strategic messages on biodiversity and forest protection designed for target audiences, in collaboration with key stakeholders including USAID projects, and to the extent possible, among other donors, NGOs, and the private sector.

Result 1.3: Message delivery systems designed and tested for effectiveness and sustainability.

Result 1.4: Outreach initiatives harmonized and coordinated among USAID projects, and to the extent possible, among other donors, NGOs, the private sector, and other stakeholders.

Objective 2: Increase citizen-led efforts to advocate for and protect biodiversity and forest ecosystems in target areas.

Result 2.1: Increased availability of actionable information to target audiences about biodiversity conservation and forest protection.

Result 2.2: Increased use of evidence-based communications in policy dialogue about biodiversity conservation and forest protection.

Result 2.3 Strengthened capacity of local organizations to advocate for biodiversity conservation, forest protection, and improved natural resource management

Result 2.4: Expanded partnerships among local organizations in different sectors (e.g. health, education, tourism) to protect biodiversity and forests.

(5) GUIDING PRINCIPLES

The Statement of Objectives (SOO) identifies the top-level objectives of the acquisition and is used as a focusing tool for both the Government and Contractor. This SOO is provided in lieu of a U.S. Government (USG) written statement of work (SOW). An SOO does not state how the work is to be accomplished, but allows for the flexibility to develop cost-effective solutions and the opportunity to utilize innovative approaches to meet the stated Objectives.

USAID recognizes that the ability of external actors, including development partners, to influence change requires a deep, nuanced understanding of power, societal norms, economy, and drivers of environmental degradation. USAID expects this Activity to be implemented with a systems approach and adaptive management, so that interventions focus on the biases and incentives driving systems and behaviors (as opposed to technical fixes to those systems), as well as foundational factors. USAID also recognizes the importance of developing tailored interventions. This SOO does not require specific activities or interventions, however, the Contractor must consider the following elements in implementation of the Activity.

Enabling environment for collective action: Much of the discourse surrounding the protection of Cambodia's vibrant natural resources has taken on a confrontational tone, pitting a variety of stakeholders against one another. In some cases, this has challenged efforts to hold open, evidence-based discussions on these difficult topics. In addition, forest rangers and community members living near protected areas often find themselves threatened by violence and, in the worst cases, have lost their lives while trying to conserve the ecosystems upon which they depend.

This Activity will promote an enabling environment that protects and promotes civil society and citizen participation in the protection of Cambodia's unique biodiversity and critical forest ecosystems. To help create a national discussion on this topic, that is open, safe, and informative, this Activity aims to promote the understanding and protection of Cambodia's natural resources using a positive and inclusive tone. In addition, women, youth (including urban youth), indigenous communities, and other marginalized populations will have access to the knowledge and information they need to feel more empowered to safely take leadership roles to promote environmental protection. This Activity aims to increase public access to information necessary for Cambodian citizens to meaningfully engage in decisions that affect them, and to empower citizens to hold the government accountable for carrying out their mandate to protect Cambodia's environment. The Contractor will seek opportunities for citizen

engagement to increase the transparency of institutions that are responsible for protecting Cambodia's natural resources and improve their responsiveness to the needs of the citizens whose livelihoods depend upon the sustainable management of Cambodia's natural resources. The Contractor will develop a strategy that will identify and attract as many key stakeholders as possible, and create an aspirational movement among these identified key target audiences to:

- Increase the awareness of Cambodia's unique and threatened biodiversity,
- Increase knowledge of the critical importance of protecting the environment, and the many benefits that Cambodia's forest ecosystems provide to the Cambodian public,
- Increase public access to information on key actions that Cambodia must take to protect biodiversity and forests.
- Increase public access to information to enable Cambodian citizens to provide oversight for the management of natural resources.
- Increase public participation and the capacity of CSOs to engage in changes to environmental legal frameworks and their implementation.
- Strengthen advocacy, networks, grassroots coalitions, and public support for reforms related to the enabling environment for civil society to engage in environmental conservation activities, in order to hold the government accountable for effective natural resource management.

Social and Environmental Safeguards: The Contractor must be sensitive to the cultural and political climate in Cambodia and include social safeguards, especially for marginalized populations such as indigenous communities, and the rural poor communities living in and around forested areas where there is illegal logging and poaching. Forest and biodiversity protection in Cambodia is complex and dangerous, with fatalities of forest rangers and NGO staff in areas where illegal logging occurs. Advocacy, outreach, and communications are also becoming more difficult and dangerous in Cambodia's current political climate. The Contractor will provide social and environmental safeguards to be used throughout implementation to ensure personal safety, to protect personal and sensitive information, and to protect the environment and natural resources.

Geographic focus areas: USAID/Cambodia works at the national level to support environmental governance reforms and promote an enabling environment for sustainable natural resource management. This Activity will have a national audience, and build on successful models of communications throughout Cambodia that engage audiences to protect natural resources.

USAID/Cambodia projects for biodiversity conservation, forest protection, and sustainable landscape management are focused on two geographic areas: 1) the Prey Lang forest and surrounding landscape (including the upper watersheds of the Tonle Sap UNESCO Biosphere Reserve, and Mekong River basin); and 2) the Eastern Plains landscape near the border with Vietnam.

Harmonization and coordination amongst USAID partners, donors, non-governmental organizations (NGO), civil society, and others: This Activity will work with a wide range of USAID's implementing partners, and other stakeholders at national and subnational levels. These organizations and stakeholders have a wealth of experience working to protect and conserve biodiversity, forests and cultural and natural resources, and support initiatives that mitigate the effects of a changing climate. Donors with recent experience in land management, conservation of forests and biodiversity, and climate change include the European Union, the United Nations Development Program, GIZ, the Asian Development Bank, and the World Bank, among others. There are many local organizations, CSOs, and grassroots networks which monitor environmental degradation or environmental crimes such as illegal logging, and support grassroots communities to advocate to local authorities to take actions to enforce environmental laws and regulations.

This Activity is expected to build upon lessons learned from these and other experiences throughout Cambodia. The Contractor will collaborate with other USAID projects, other donor programs, local and international NGOs, CSOs, communities, and informal grassroots networks working in biodiversity conservation and forest protection throughout implementation to:

1. Seek input from key stakeholders to review emerging research, programmatic learnings, and best practices;
2. Develop a public, locally appropriate, sustainable, knowledge management platform;
3. Harmonize, enhance, and amplify national and sub-national outreach and awareness campaigns about biodiversity and forest protection; and
4. Leverage resources from organizations and projects with on-the-ground interventions to actively communicate messages about biodiversity and forest protection to target audiences.

Many USAID and other donor projects are working on the ground to build capacity for enforcement of environmental laws, increase participation of local organizations in decision-making processes for natural resource management, and other critical needs to protect Cambodia's forest and biodiversity. A list of active, relevant USAID activities and other donor projects is included at the end of this SOO. These projects work closely with communities that live in and around protected areas and biodiversity hotspots, local and national authorities, the private sector, and other stakeholders. The projects conduct interventions to improve law enforcement, livelihoods, and citizen participation in governance of natural resources such as protected area zoning plans, and other on-the ground interventions, as well as outreach.

This Activity will not carry out similar on-the-ground interventions that these USAID partners or other donors and NGOs are already engaged in. This Activity aims to enhance those efforts by harmonizing and coordinating the outreach and communications approaches carried out by USAID's partners and other organizations

working in this sector. This Activity will collaborate with USAID partners and other stakeholders to define target audiences, amplify and scale-up successful models, and design effective, positive messages to promote protection of Cambodia's forests and biodiversity.

Utilize previous experiences: This Activity will review the available outreach materials from USAID projects and other stakeholders. Where data is available on the effectiveness of these initiatives, this Activity will take that data into account when designing interventions. For example: Under the USAID Supporting Forests and Biodiversity project, the Grandpa Prey Lang character was developed; paintings, books, short films, and animal sound clips were produced; and original songs about Prey Lang were composed and sung by a chapey dang veng (Khmer traditional long neck guitar) vocalist. These activities and products, along with a music video, short films, and a video documentary all contributed to raising awareness about the Prey Lang landscape.

Evidence-based interventions: The Contractor will use rigorous, scientific methodology to leverage and expand the evidence base regarding the complex political, economic, and social drivers of deforestation and biodiversity loss in Cambodia. The Contractor must also analyze gender, ethnicity, and social dynamics of target audiences to document to what extent such variables influence and affect target audiences. The Contractor will conduct research to identify critical barriers to conservation of biodiversity and forest protection, and promote evidence-based, strategic initiatives to target audiences to address the drivers of deforestation and biodiversity loss in Cambodia, and promote positive actions to protect Cambodia's unique biodiversity and critically important forest habitats. The research should be in collaboration with USAID projects and other organizations, particularly those working in target areas around Prey Lang forest and the Eastern Plains of Cambodia, and make use of existing research of drivers of deforestation and biodiversity loss, as well as key constraints to biodiversity and forest protection in these areas. The Contractor will develop evidence-based outreach, education, communication materials, and toolkits that can be regionally or broadly adopted and used by local organizations and institutions for forest and biodiversity protection in Cambodia. As the knowledge and evidence base increases, these products will be adapted and updated to reflect and apply the latest findings.

Adaptive management: The Contractor will need to make adjustments in intervention tactics or design based on iterative learning, thereby customizing interventions throughout the life of the Activity. The Contractor may need to test an array of approaches to ensure results, and it will need to learn from these experiments and quickly hone in on those that are getting results, drop those that are not, and adapt approaches where indicated. Such an approach will also require a flexible monitoring system, across intervention components, private sector and public sector actors, and development partners. The many complex social, economic, and political variables which affect drivers and threats to ecosystem health and biodiversity present a significant challenge to measure the results of any outreach or communications

activity on these drivers and threats, and especially on the biophysical environment itself. The Contractor will use a comprehensive approach to measure the effectiveness of interventions in achieving the Activity Goal, and use this evidence to inform an adaptive management approach to continually adjust interventions to achieve maximum results.

Sustainability and local capacity building: This Activity aims to leverage local technical and financial resources within Cambodia and other countries in the region to build lasting capacity in the country. The Contractor must design and implement the Contract from inception with the vision to leave processes, products, and expertise that are positioned for longevity beyond the life of the project.

In Cambodia, laws regulating NGOs and civil society activities can impede environmental protection work and advocacy for environmental protection. In order to adapt to this environment, the Contractor will strengthen the capacity of selected local NGOs and Civil Society Organizations (CSOs) working to preserve Cambodia's environment. There are numerous organizations and donors working to improve the capacity of CSOs and USAID plays a strong role in this area in multiple sectors. This project will develop evidence-based communication systems and tools for more strategic and effective messages to influence positive engagement in environmental protection. This capacity strengthening can include, but is not limited to, strengthening their ability to carry out analysis of environmental protection policies, oversight of enforcement of these policies, and advocacy and coalition-building for the protection of biodiversity and forests. Additional areas of capacity development may include, but are not limited to, technical expertise for increasing public engagement in environmental protection, increasing public participation in environmental legal reforms, public relations and outreach, and advocacy training.

The Contractor will identify indicators and targets to track progress on sustainability and capacity building for civil society. This must be captured in a Sustainability Plan and Exit Strategy drafted in the first Annual Work Plan, and with progress reported in every Annual Report.

Theory of change for biodiversity interventions: To ensure that this Activity meets the legislative requirements for the portion of its funding allocated for biodiversity conservation, interventions must align with the USAID Biodiversity Code (<https://www.usaid.gov/biodiversity/impact/requirements>). Therefore, this Activity has explicit biodiversity objectives. This is a nation-wide Activity that will not conduct on-the-ground biodiversity conservation interventions, and will not measure species populations or conduct direct monitoring of biodiversity. The Contractor will collaborate with other USAID Activities, and to the extent possible, with other donors and organizations, to design and enhance outreach and communications for biodiversity conservation in Cambodia. Outreach and communications in support of biodiversity conservation must be based on an analysis of drivers and threats to biodiversity, which is available from existing research conducted by other USAID/Cambodia Activities. Based on this analysis, the Contractor must develop a

theory of change. The Contractor must monitor indicators associated with this theory of change for outreach and communications interventions in support of biodiversity conservation.

Monitoring, Evaluation, and Learning (MEL): The Contractor will propose outcome-level, objectively verifiable indicators to measure whether the Activity Goal and each Objective has been reached. The Contractor will measure USAID indicators for Biodiversity (EG.10.2), Sustainable Landscapes (EG.13), and Democracy, Human Rights and Governance (DR.4) that are required, if applicable (<https://www.state.gov/f/indicators/>).

Collaborating, Learning, and Adapting (CLA): Learning is a critical part of USAID's work. Integrating CLA into activities helps us ensure that our programs are coordinated with others, grounded in a strong evidence base, and iteratively adapted to remain relevant throughout implementation. The Contractor will integrate collaborating, learning, and adapting throughout implementation.

Cross-cutting Issues:

Science, Technology, and Innovation: The Contractor must utilize the most effective, state-of-the-art communication, outreach, education, and public participation techniques that ensure the visibility of USAID environment programs, evidence-based knowledge and successful best practices to a broad audience including key influencers at the local, national, and international levels.

Youth: A focus on youth is especially important, as approximately 60 percent of Cambodia's population is under the age of 30, and today's young people will be the future leaders of Cambodia. The Contractor must contribute to USAID's Positive Youth Development (PYD) policy that seeks to empower youth to be better able to access and participate in civic/political, economic, educational, and social opportunities. PYD approaches build skills, assets and competencies; foster healthy relationships; strengthen the environment; and transform systems.

Public, Private Partnerships: Partnering, especially with the private sector, is an opportunity to create sustained results as well as bring in the expertise, skills and resources that may be missing but critical for tackling the complex development and diplomatic challenges. The Contractor must seek opportunities to leverage the resources and capabilities of the private sector to achieve its objectives.

Climate Risk Mitigation: The Contractor must seek measures to be integrated into the Activity design and implementation to mitigate for potential negative consequences of Cambodia's changing climate, including additional analyses if necessary.

Gender: Gender is a social construct that refers to relations between and among the sexes, based on their relative roles. USAID's Automated Directive System (ADS) states: "Gender issues are central to the achievement of strategic plans and

Development Objectives (DO), and USAID strives to promote gender equality, in which both men and women have equal opportunity to benefit from and contribute to economic, social, cultural, and political development; enjoy socially valued resources and rewards; and realize their human rights.” (ADS 201.3.9.3) Specifically, gender integration entails the identification and subsequent treatment of gender differences and inequalities during program/project design, implementation, monitoring, and evaluation. As part of the design of proposed interventions and activities, the Contractor must assess and identify gender issues that affect the participation of men and women equally in the participation of this Activity. The following actions are required:

1. The Contractor must ensure that gender issues are analyzed, and interventions and activities within the Annual Work Plans, and collaborating, learning, and adapting (CLA) activities are designed to maximize women’s empowerment, and decision-making. The Contractor must submit a Gender Analysis and Action Plan documenting how key gender gaps and needs will be addressed during Activity implementation.
2. The Contractor must take gender into consideration in terms of how services are promoted, accessed, and provided so as to maximize participation by both male and female beneficiaries. Accordingly, the Contractor should consult with experts, solicit input from potential program beneficiaries and use available USAID and other publicly available resources.

(6) RELATED U.S. GOVERNMENT ACTIVITIES IN CAMBODIA

USAID/Cambodia:

USAID Greening Prey Lang

- Period of Performance: August 13, 2018 - August 12, 2021 (with two one-year options)
- Award Number: 72044218C00001
- Implementing Partner: Tetra Tech ARD, sub-contractors: Conservation International and Wildlife Conservation Society
- Description: This Activity supports improved biodiversity conservation and ecosystem health in Prey Lang extended landscape; increased sustainable and equitable economic opportunities, community livelihoods, and natural capital reinvestment; and, strengthened inclusive and effective landscape governance.

USAID Wildlife Sanctuary Support Project

- Period of Performance: March 30, 2018 - March 29, 2021
- Award Number: 72044218CA00001

- Implementing Partner: World Wildlife Fund
- Description: This Activity takes a holistic approach to conservation to achieve its goal through addressing the illegal activities threatening the wildlife of the Eastern Plains Landscape - with a focus on Phnom Prich Wildlife Sanctuary and Srepok Wildlife Sanctuary - by improving biodiversity conservation and ecosystem health, promoting sustainable livelihoods, and strengthening, inclusive and effective landscape governance.

USAID Keo Seima Conservation Project

- Period of Performance: August 15, 2018 - August 14, 2021
- Award Number: 72044218CA00002
- Implementing Partner: Wildlife Conservation Society
- Description: This Activity aims to improve biodiversity conservation and ecosystem health in the Eastern Plains Keo Seima Wildlife Sanctuary and its corridors; increase sustainable and equitable economic opportunities, community livelihoods, and natural capital reinvestment in the target areas; and strengthen inclusive and effective landscape management in the target areas.

Cambodian Civil Society Strengthening

- Period of Performance: June 27, 2016 - June 26, 2021
- Award Number: AID-442-C-16-00002
- Implementing Partner: East West Management Institute (EWMI)
- Description: This Activity aims to demonstrate how to establish proven management structures such as boards of directors, organizational lines of communication, standard operating procedures, and human resource management systems. The project offers small grants for important work such as monitoring land rights cases, assisting victims of gender based violence, and supporting the legal protection of Cambodia's rich natural resources. The grants will also fund research activities such as public opinion polls and social-economic assessments that can help civil society organizations better target their services.

USAID All Children Learning

- Period of Performance: October 03, 2018 – July 10, 2021
- Award Number: 72044218F00002
- Implementing Partner: RTI International
- Description: This Activity works to improve early grade literacy and numeracy skills of children with and without disabilities in Cambodia. This activity supports

the Ministry of Education, Youth, and Sports to develop and implement a national early grade learning program for upper-preschool, and grades 1 and 2 through the development of curriculum, teaching and learning materials, and training teachers and school administrators.

USAID/Regional Development Mission for Asia (RDMA), Bangkok, Thailand:

USAID Wildlife Asia

- Period of Performance: August 2016 - August 2021
- Award Number: AID-486-I-16-00001
- Implementing Partner: RTI International
- Description: The Activity works to reduce consumer demand for wildlife parts and products, strengthen law enforcement skills, enhance policy, legislation and jurisprudence and improve regional action to reduce wildlife crime in Southeast Asia and China.

USAID Green Invest Asia

- Period of Performance: July 2018 - July 2022
- Award Number: AID-486-C-17-00001
- Implementing Partner: PACT and consortium
- Description: USAID Green Invest Asia is designed to mobilize the power of the private sector and international markets to reduce commodity-driven deforestation and high-emissions agriculture practices across Southeast Asia.

USAID/Asia Bureau, and USAID/E3 Bureau, Washington D.C.:

Wonders of the Mekong

- Period of Performance: September 2016 - September 2021
- Award Number: AID-OAA-A-16-00057
- Implementing Partner: University of Nevada Global Water Center, Inland Fisheries Research and Development Institute of Cambodia, National Geographic
- Description: The Activity aims to maintain the ecological, cultural, and economic integrity of the most important river and delta system in the world through: applied, interdisciplinary research; training, capacity building, and workshops to share knowledge on sustainably managing the Mekong system; and, communications and media products designed to increase the public's and government's valuation and conservation of the Mekong River's ecosystem services, habitats, cultural heritage, and biodiversity.

Sustainable Water Partnership

- Period of Performance: August 2017- July 2021
- Award Number: AID-OAA-L-16-00006
- Implementing Partner: Winrock International
- Description: This Activity supports a participatory, holistic approach to water resource management, focusing on the Steung Chinit watershed in Kampong Thom province.

Clean Productive Environment

- Period of Performance: March 2015 - August 2021
- Award Number: USO-USFS-AID-AEG-T-00-07-00003
- Implementing Partner: U.S. Forest Service
- Description: This Activity aims to build the capacity of Royal Government of Cambodia (Forestry Administration, Fisheries Administration, Climate Change Department, Wetland Department, Royal University of Phnom Penh, and Royal University of Agriculture) to collect data on carbon in the soils of flooded forests around the Tonle Sap. This data will be a baseline for the RGC to incorporate into the National Greenhouse Gas Inventory.

U.S. Department of State:

Bureau of International Narcotics and Law Enforcement Affairs (INL):

- Period of Performance: August 2016 - August 2021
- Implementing Partner: U.S. Forest Service
- Description: Standardized forest ranger training. This Activity is creating clear job descriptions and qualifications for forest rangers, and developing a national, harmonized curriculum with input from NGOs in Cambodia that currently train forest rangers using their own training methods. The aim of this Activity is to build the Ministry of Environment's capacity to hire and train qualified forest rangers using a standardized, nationwide method.

U.S. Embassy Cambodia Public Affairs Section: Multiple 1-year grants to various organizations contributing to advocacy and participation of civil society and youth in promoting environmental protection and sustainable use of natural resources.

Examples:

Implementing Partner: Wildlife Alliance

- Period of Performance: September 2018 - September 2019
- Description: The aim of this Activity is to provide environmental education to combat wildlife trafficking and deforestation in Cambodia. This Activity builds greater understanding and motivation among Cambodian youths about resource management, habitat protection, and species conservation through the Kouprey Express classroom lessons and field trips to Phnom Tamao Wildlife Rescue Center. Teachers, community educators, and prominent community figures are also expected to improve their capacity to deliver environmental education curriculum and other messages in a manner that instills a sense of national pride in Cambodia's unique and rich natural heritage.

Implementing Partner: Stimson Center

- Period of Performance: October 2018 - May 2019
- Description: The aim of this Activity is to build understanding across a range of key stakeholders across multiple sectors about how integrated water-energy planning, the adoption of more structured frameworks for renewable energy, and changes in regional markets can open the door to smarter and more sustainable water and energy planning on the national and regional level.

(7) **Other Donor Assistance:**

Swedish International Development Cooperation Agency, SIDA

Whatever the weather: Helping Cambodians adapt to climate change: This project aims to encourage people to take small steps towards preparing for the effects of climate change. Underpinned by research from a large-scale study of people's everyday experience of climate change in the country, BBC Media Action created a television series to showcase easily replicable and affordable techniques that people can use to protect themselves against the effects of extreme weather. To reach audiences without television, community screenings, facilitated discussions, and live demonstrations were held in priority areas.

European Union

Strengthening non-state actors' (NSA) voices for improved forest governance in the Mekong region: This five-year project aims to strengthen the voices of NSAs, including civil society, Indigenous Peoples and local community groups, to improve forest governance, sustainable forest management and the contribution of forests to development of Mekong countries.

Advancing CSOs' Capacity to Enhance Sustainability Solutions (ACCESS): The overall objective of this project is to strengthen the role and participation of

Cambodian forest dependent communities in improved governance, inclusive policy dialogue, and natural resources conservation. The project aims to ensure the active contribution of members of forest dependent communities to national policy dialogue and to the implementation of reforms and legal actions related to the access, sustainable use, and management of forest resources.

United Nations Development Programme

Collaborative Management for Watershed and Ecosystem Service Protection and Rehabilitation (CoWES): This project is designed to reduce pressures on upland watershed areas from competing land uses by demonstrating collaborative management and rehabilitation of agriculture lands and forest areas through promoting sustainable land management and stabilizing watershed catchment functions in a priority degraded area, Upper Prek Thnot watershed in Kampong Speu Province.

Forest Carbon Partnership Facility (FCPF) REDD+ Readiness Project II: The main goal of the FCPF II project is to prepare Cambodia for implementation of REDD+ under the United Nations Framework Convention on Climate Change (UNFCCC). The main objective of the FCPF project phase II is to develop and enhance the Cambodian government's capacities for tackling deforestation and forest degradation as well as for measuring, reviewing and verifying emission reduction. (in collaboration with FAO)

Deutsche Gesellschaft für Internationale Zusammenarbeit (GIZ)

Partnership against Poaching and Illegal Wildlife Trade: This project is financed by the German development cooperation ministry and the German environment ministry. Working along the entire trade chain, this project focuses on ivory and rhino-horn. In Asia, efforts focus on demand reduction (supply reduction through law enforcement and consumer behavior change through targeted measures and campaigns) mainly in Vietnam and China, with smaller pilot projects in Myanmar and Laos. This project may be expanded to include Cambodia.

Food and Agriculture Organization of the United Nations

Forest Carbon Partnership Facility (FCPF) REDD+ Readiness Project II: Establishment of a National Forest Monitoring System for Reducing Emissions from Deforestation and Degradation-plus (REDD+) readiness in Cambodia. (See UNDP REDD+ Project mentioned above.)

END OF ATTACHMENT J.5

END OF SOLICITATION