



<b>Issuance Date:</b>	November 20, 2013
<b>Closing Date and Time:</b>	January 13, 2014 0900 Hrs. Nepal time
<b>Deadline for Pre-Proposal Conference Registration:</b>	December 9, 2013 0900 Hrs Nepal time
<b>MANDATORY Pre-proposal Conference:</b>	December 13, 2013
<b>Deadline for Questions:</b>	December 23, 2013 1600 Hrs. Nepal
<b>Oral Presentations, if required</b>	TBD

**Subject: Request for Proposals (RFP) No. SOL-367-14-000001  
USAID/Nepal Business Literacy Program**

Dear Potential Offerors:

The United States Government, represented by the U.S. Agency for International Development (USAID), is seeking proposals from qualified local Nepali organizations interested in providing the services as described in the attached solicitation.

The justification for the use of other than full and open competition which limits competition to the local Nepali market for this contract has been approved by the Contracting Officer. To be considered a local Nepali organization, an Offeror must: (1) be legally organized under the laws of Nepal; (2) have as its principal place of business or operations in Nepal; and (3) either is (A) majority owned by individuals who are citizens or lawful permanent residents of Nepal; or (B) managed by a governing body the majority of whom are citizens or lawful permanent residents of Nepal. "Majority owned" and "managed by" include, without limitation, beneficiary interests and the power, either directly or indirectly, whether exercised or exercisable, to control the election, appointment, or tenure of the organization's managers or a majority of the organization's governing body by any means.

USAID plans to award a Firm Fixed Price (FFP) Type Contract for a performance period of three years, subject to the availability of funds. Offerors must propose a firm fixed price that they believe is realistic and reasonable for the work. The Government intends to evaluate proposals using the lowest price technically acceptable source selection process and therefore, award will be made on the basis of the lowest evaluated price of proposals meeting or exceeding the acceptability standards for non-cost factors. The Government intends to award a contract without discussions with Offerors in accordance with FAR 52.215-1 (f), therefore Offerors are advised to review the RFP in detail, raise questions and request clarifications by the due date, and submit a comprehensive proposal meeting all of the requirements of this RFP by the due date.

This solicitation is subject to amendment at any time. Any amendments to this solicitation will be issued and posted on the Federal Business Opportunities (FedBizOpps) website. In order to be informed of changes that may affect proposal preparations, Offerors are encouraged to check this website (<http://www.fedbizopps.gov>) periodically.

It is the responsibility of the prospective Offerors of this solicitation to ensure that the solicitation has been received from the Internet in its entirety. USAID bears no responsibility for data errors resulting from transmission or conversion processes.

A **mandatory** pre-proposal conference will be conducted as per the solicitation schedule. Registration is required to participate. The purpose of this conference will be to review this solicitation and to assist interested Offerors in understanding the requirements for submitting a proposal. Offerors will also be provided with electronic versions of literacy materials developed under previous USAID programs at the pre-proposal conference. Interested Offerors who plan to submit a proposal must attend this pre-proposal conference and must register in advance by e-mail notification including organization name, names and number of representatives (not to exceed three per organization) with contact information to [kathmanduOAA@usaid.gov](mailto:kathmanduOAA@usaid.gov) by the stated conference registration due date. Please put in the subject line "Mandatory Pre-Proposal Conference Registration." If an Offeror does not receive notice of confirmation of registration with two days, Offerors are requested to contact the Acquisition Agent for this solicitation by e-mail: [cghimire@usaid.gov](mailto:cghimire@usaid.gov).

Questions regarding this RFP must be submitted in writing to [kathmanduOAA@usaid.gov](mailto:kathmanduOAA@usaid.gov) no later than the date and time indicated in this solicitation. Note: USAID/Nepal issues solicitations on a regular basis. As a result, Offerors must reference the solicitation number during the submission of the questions relevant to that particular solicitation. Please put in the subject line "SOL-367-14-000001 Questions."

Offerors must carefully adhere to Section L - Instructions to Offerors and Section M - Evaluation Factors for Award. Section B through Section J of the solicitation will become the basis for the final contract, if any. Any blanks or "TBD" in Sections A-J will be completed by the Contracting Officer before award.

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

Thank you for your interest in USAID programs.

Sincerely,



Shirley L. Baldwin  
Contracting Officer  
USAID/Nepal

**SOLICITATION, OFFER AND AWARD**

		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING N/A		PAGE 3 OF 192 PAGES	
2. CONTRACT NUMBER		3. SOLICITATION NUMBER SOL-367-14-000001		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED November 20, 2013	
7. ISSUED BY Office of Acquisitions and Assistance (OAA) USAID/Nepal GPO Box 295, US Embassy Maharajgunj, Kathmandu Nepal				8. ADDRESS OFFER TO (If other than Item 7) CODE 72000			

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

**SOLICITATION**

9. Sealed offers in original and 3 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried, in the depository located in See Box 7 until January 13, 2014 local time 0900 hrs. Nepal Time (Hour) (Date)

10. FOR INFORMATION CALL:		A. NAME Ram N. Gurung		B. TELEPHONE (NO COLLECT CALLS) AREA CODE NUMBER EXT. 977 1 4007200 4339		C. E-MAIL ADDRESS rgurung@usaid.gov	
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**11. TABLE OF CONTENTS**

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**OFFER (Must be fully completed by Offeror)**

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within \_\_\_\_\_ calendar days (60 calendar days unless a different period is inserted by the Offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52-232-8)		10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	CALENDAR DAYS (%)
14. ACKNOWLEDGEMENT OF AMENDMENTS (The Offeror acknowledges receipt of amendments to the SOLICITATION for Offerors and related documents numbered and dated:		AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
15A. NAME AND ADDRESS OF OFFEROR		CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	
15B. TELEPHONE NUMBER		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE <input type="checkbox"/>		17. SIGNATURE	
AREA CODE	NUMBER	EXT.			18. OFFER DATE

**AWARD (To be completed by Government)**

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

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

## **PART I - THE SCHEDULE**

### **SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS**

#### **B.1 PURPOSE**

The purpose of this Contract is to acquire services to implement the USAID/Nepal Business Literacy Program for Nepal.

The Contract consists of the following three key program activities:

Activity 1: Development of business literacy training materials

Activity 2: Delivery of Training of Trainers

Activity 3: Delivery of business literacy training to beneficiaries

See also section “C.1 PRIMARY OBJECTIVE, KEY PROGRAM ACTIVITIES, AND OUTCOMES OF THE USAID/NEPAL BUSINESS LITERACY PROGRAM”.

#### **B.2 CONTRACT TYPE**

This is a Firm Fixed-Price Contract. For the consideration set forth below, the Contractor shall provide the deliverables or outputs described in Section C and F and comply with all the Contract requirements.

#### **B.3 SCHEDULE OF PRICE**

**TBD** Offerors see Section” J ATTACHMENT 5”.

#### **B.4. PAYMENT SCHEDULE AND PROCEDURES**

Payment Schedule: Payment will be made on a frequency of a monthly basis upon the fulfillment of the deliverables (See Section F) and fulfillment of the requirements of Payment Procedures as indicated below.

Payment Procedures: Payments shall be in United States Dollars or Nepali Rupees (TBD).

Supplier shall submit proper invoices to USAID for Delivered Goods and Related Services that have been successfully performed, in accordance with payment terms submitted in the Price Proposal, the document entitled Price Schedule and Payment Terms (See Section J Attachment 5).

Each invoice shall provide the following information:

- a. Supplier name, invoice date, and delivery date (for Delivered Goods) or performance date (for Related Services), as applicable;
- b. Complete account and bank SWIFT number if payment by means of electronic funds transfer is preferred;

- c. Contract number;
- d. Description of each type of Delivered Goods and Related Services included in the invoice.
- e. The e-mail address for submission of vouchers, invoices and other supporting documents is [payments-kathmandu@usaid.gov](mailto:payments-kathmandu@usaid.gov)

## **B.5 CONTRACTOR'S INVOICE AND CONTRACT PERFORMANCE STATEMENT**

### 1. Monthly Invoice and Final Invoice

Requests for payment will be processed in accordance with the Contract Clauses in Section I FAR 52.232-1 Payments and FAR 52.232-25 Prompt Payment.

The Contractor's invoice will be certified by the Contractor, on the form furnished by USAID for this purpose. The Contracting Officer will supply a —Contractor Invoice Form SF1034, Public Voucher for Purchases and Services other than Personal. Submit original and five copies.

A Final Release Form shall accompany the Final Invoice. If the Contractor is incorporated, the release shall contain the corporate seal. An officer of the corporation shall sign the release and the corporate secretary shall certify the release.

### 2. Delivery of Invoices

All progress payment invoices shall be delivered to the Government through the COR, with the marking in large letters, "PROGRESS PAYMENT INVOICES ENCLOSED."

Progress payment invoices will be dated upon receipt by the COR.

Invoices not completed in accordance with the contract requirements will be returned to the Contractor for correction of deficiencies. Final invoices not accompanied by a Final Release Form will be considered incomplete and will be returned to the Contractor.

### 3. Payments to the Contractor

Payments will be made on submission of the Contractor's Invoice which complies with the requirements of this Section and Section F acceptance of deliverables and other Contract terms, and will be subject to reduction for overpayments or increase for underpayments made on previous payments to the Contractor.

### 4. Obligation of Government Payments

The obligation of the Government to make payments required under the provisions of this contract will, at the discretion of the Contracting Officer, be subject to reductions and/or suspensions permitted under the FAR and agency regulations including the following in accordance with FAR 52.232-1.

**[END OF SECTION B]**

## **SECTION C: STATEMENT OF WORK**

### **C.1 PRIMARY OBJECTIVE, KEY PROGRAM ACTIVITIES, AND OUTCOMES OF THE USAID/NEPAL BUSINESS LITERACY PROGRAM**

#### **C.1.a PROGRAM OBJECTIVE**

The primary objective of the USAID/Nepal Business Literacy Program for Nepal is to increase the resilience of vulnerable households and communities through enhanced literacy, numeracy and business/entrepreneurial skills.

#### **C.1.b KEY PROGRAM ACTIVITIES**

The USAID/Nepal Business Literacy Program consists of the following three key program activities:

Activity 1: Development of business literacy training materials

Activity 2: Delivery of Training of Trainers

Activity 3: Delivery of business literacy training to beneficiaries

These activities will enhance beneficiaries' literacy, numeracy, life skills, nutrition education, and entrepreneurial skills. It will thereby enable women, youth, disadvantaged, and ethnic minorities to improve their access to agricultural and nutrition interventions and business opportunities.

#### **C.1.c EXPECTED OUTCOMES**

Successful implementation is expected to result in the following minimum program outcomes.

- 48,000 vulnerable households benefiting directly from USG assistance
- 48,000 beneficiaries trained (one beneficiary per household)
- 97% (46,560) of beneficiaries successfully completing the literacy training
- 90% (43,200) of trainees that initiate/expand sales of good/services

### **C.2 OVERVIEW: USAID NEPAL'S FEED THE FUTURE PROJECT**

The USAID/Nepal Business Literacy Program is a part of USAID/Nepal's Feed the Future (FTF) Project, a U.S. Government Presidential Initiative. The goal of Nepal's FTF Project is to sustainably reduce poverty and hunger in Nepal by achieving inclusive growth in the agriculture sector, increasing income of farm families and improving nutritional status, especially of women and children. USAID/Nepal will implement FTF over a five-year period through an integrated, whole-of-government approach of strategic agriculture and nutrition investments supporting contributions in cross-cutting areas.

FTF is focusing on 20 Terai and lower hill districts in the Far-Western, Mid-Western, and Western Regions of Nepal (see Section C.5.2 Geographic Focus). This multifaceted project is integrating agriculture and nutrition in order to increase agriculture production and improve the nutrition status of women and children less than 5 years of age. FTF has three primary and integrated components which focus on: A) Agricultural productivity; B) Improved nutrition,

hygiene, and sanitation; and C) Skills development (literacy, numeracy, and business/entrepreneurial skills). This contract represents Component C of FTF; components A and B are being implemented by Winrock International through the Knowledge-based Integrated Sustainable Agriculture and Nutrition (KISAN) Program.

FTF's purpose will be achieved by producing the following nine outcomes.

1. Farmers receive training on improved practices leading to increased agriculture production
2. Improved capacity of agriculture extension workers, service providers, farmers, health workers, caregivers, and female community health volunteers (FCHVs)
3. Improved and sustainable agriculture production and post-harvest technologies and practices adopted at the farm level
4. Improved market efficiency
5. Increased capacity of GON and Nepali organizations for agriculture-related technology identification and dissemination
6. Improved knowledge and behavior on agricultural, nutrition, hygiene and sanitation practices
7. Improved access to water and sanitation facilities
8. Improved agricultural policy environment
9. Increased resilience of vulnerable communities and households through skills development

The development hypothesis is that through specific trainings in literacy, numeracy and entrepreneurship, the most vulnerable individuals and groups (e.g., disadvantaged castes, youth, women, and ethnic minorities) will increase their effective engagement in their communities and market-led initiatives like FTF's flagship program, KISAN, thereby reducing poverty rates and improving food security. By targeting vulnerable groups for income generating activities and improving access to savings groups, incomes will be higher and more consistent throughout the whole year.

***How the Business Literacy Component Fits In:***

The USAID/Nepal Business Literacy Program is designed to address FTF Output #9: Increased resilience of vulnerable communities and households through skills development. This program will integrate vulnerable groups through literacy, life skills, and entrepreneurial training that will enable women, youth, disadvantaged castes, and ethnic minorities to access agricultural and nutrition interventions.

USAID/Nepal's previous experience has demonstrated that women greatly benefit from agricultural programs when they have completed literacy and numeracy programs combined with entrepreneurial, business and life skills. These literacy groups often continue working together through cooperatives and savings and credit groups even after they have completed the training modules. This will help reduce male migration and use of coping strategies, thereby diminishing the negative impact of lean seasons and food price fluctuations, especially among female-headed households. These outcomes will directly affect the successful results of the FTF Project.

While the Contractor implementing the USAID/Nepal Business Literacy Program will not have any direct responsibility for FTF Outputs 1 through 8, the Contractor must coordinate with the KISAN implementers. The Contractor must target a subset of vulnerable participants (women, ethnic minorities, disadvantaged castes, and youth) from among the beneficiaries targeted by the

FTF KISAN program (see section C.5 regarding the required collaboration and integration with USAID/Nepal Activities).

### **C.3 BACKGROUND**

With a population of 29 million, Nepal is a severely food deficit country struggling to recover from a decade-long civil war. With a GDP per capita of \$524 (estimated FY 2010), Nepal remains one of the poorest countries in South Asia. About 25% of Nepalese live below the international poverty line of \$1.25/day. Over 75% of the population works in the agriculture sector, accounting for 38% of the Nepal's GDP.

Recent declining agricultural production has depressed rural economies and increased widespread hunger and urban migration in Nepal. This situation is compounded by a population growth rate of over 2% per year and one of the highest ratios of population to arable land in the world. In 2009, 43 of 75 districts were reported to be food deficient, with 23 districts in Nepal chronically food insecure. Two out of three Nepalese suffer food insecurity at some point during the year. Based on these high levels of hunger and poverty, on April 24, 2010, Nepal was officially selected as one of twenty focus countries worldwide for the US Feed the Future (FTF) Presidential Initiative.

According to the Nepal Demographic Health Survey (NDHS 2011), the rate of stunting among under-five children is 41%, wasting is 11% and underweight is 29%, reflecting widespread chronic malnutrition. Nearly half of children six months to five years of age are anemic. Although the problem of under-nutrition is pervasive across all of Nepal, national aggregates mask wide disparities across socioeconomic groups and ecological regions.

Agriculture plays a crucial role in Nepal's economy. Due to increasing population and declining rates of agricultural growth, Nepal is considered a structurally food deficit country. Crop production, like poverty rates, varies significantly by region and district.

- 66% of households in Nepal are experiencing food shortages
- 43% of households are skipping or reducing meals
- 30% of households in the hill and mountain regions are forced to consume seed stock

The hills and mountains in the Mid-Western and Far-Western Regions typically have the highest rates of food insecurity and hunger, since crop production is often poor and transportation and other infrastructure is lacking.

Nepal's terrain, 64% of which is covered with mountains, is only about 22% arable, and is therefore not easily suited for efficient food grain production. In this context, farmers have limited exposure to improved agriculture practices and technology and the government extension system needs to be strengthened. Furthermore, there are weak linkages between producers and consumers and poor access to markets for farmers. The rugged terrain increases transport costs, impedes links of products to markets, and makes service provision difficult for large parts of the country. Nepal is also particularly vulnerable to climate change and has recently experienced increased drought and flooding.

Due to extremely low levels of income and agricultural production, the poorest households must allocate almost three quarters of their income to food. Additionally, many of these people were highly affected by the decade-long conflict and increasingly common drought and other natural disasters exacerbated by climate change, leaving them with few coping mechanisms to deal with

rising food prices. See Section J Attachment 17 for more background information.

Further exacerbating this situation is the socio-cultural dynamics. Nepal's traditionally patriarchal social hierarchy system, gender and caste relationships are shaped by broad inter-related parameters based on community norms and social hierarchy, demographic factors, institutional and legal structures, economic conditions, and political developments. Women, Dalits, and other disadvantaged castes and disadvantaged groups typically have less access to education, medical facilities, and other social services and little access to property ownership or cash. For example, only 14% of working women are paid fully in cash, while 41% are paid in food or other materials.<sup>1</sup> Dalits in the Terai have among the highest poverty rates in Nepal (49.2% vs. 42.6% national average).<sup>2</sup>

The majority of Nepali women are engaged in agriculture. Since the current fertility rate is 3.1 nationally, but much higher in some areas (particularly in the Mid-Western and Far-Western Regions), most women have the multi-faceted role of caring for fields and livestock, taking care of children and doing domestic chores. Furthermore, political uncertainty and declining employment opportunities have resulted in a significant number of male laborers migrating for work abroad.<sup>3</sup> This has added even more responsibilities for these women. In addition to higher levels of poverty, women and children typically suffer greater hunger levels. Often, female-headed households use harsher mechanisms (e.g. skipping meals or selling assets) than male headed households to cope with hunger and food shortages.

With three-quarters of women unable to functionally read and write, the illiteracy rate in Nepal is one of the highest among low-income countries. This remains the case despite efforts by the government and many non-governmental organizations (NGO) to implement literacy programs for women. Literacy attainment among women in Nepal has potentially far-reaching implications for individuals, families, communities and national development. The increased knowledge, skills, attitudes and self-confidence that come with acquisition of literacy skills have been demonstrated to help women in many ways. Literate women more successfully pursue income-generating activities and become more active in community groups and organizations. They also more effectively pursue their individual and family health needs and provide better support for their children's schooling.

The empowerment of women and other groups is influenced by their educational, social and economic status. There is a direct link between economic status and educational attainment.

#### **C.4 STATEMENT OF WORK**

The USAID/Nepal Business Literacy Program consists of three key activity areas:

Activity 1: Development of business literacy training materials

Activity 2: Delivery of Training of Trainers

Activity 3: Delivery of business literacy training to beneficiaries

The Contractor must design and deliver business literacy training such that after the completion

<sup>1</sup> Nepal Demographic and Health Survey, 2006

<sup>2</sup> UNDP, "The Dalits of Nepal and the New Constitution," September 2008

<sup>3</sup> **Adhikari, Ramesh, and Podhisita, Chai**, "Household Headship and Early Child Death in Nepal", June 2010

of training, the beneficiaries will be able to recognize, read and write Nepali consonants and vowels; read and write simple sentences; recognize and write numbers from 1 to 100, and perform simple additions, subtractions and multiplications. The Contractor must tailor the Business Literacy Program to address the needs of specific clusters of beneficiaries to include women, disadvantaged castes, ethnic groups and youth. The Contractor must ensure that the Business Literacy Program improves literacy and numeracy, and enhances beneficiaries' capacity to take advantage of entrepreneurship and income generation opportunities.

As the majority of illiterate Nepalese are women, they are expected to comprise most of the beneficiaries. However, the Contractor must encourage men's participation in the literacy classes. When planning class schedules and timings, the Contractor must develop solutions that consider the heavy workload that women already bear.

#### **C.4.1. Description of Program Activities**

##### ***C.4.1.1 Activity 1: Development of business literacy training materials***

The Contractor must develop content for literacy training that can be adapted through instruction techniques for learners at different levels and from different backgrounds.

The Contractor must develop business literacy training materials that consist of the following:

- a. Pre- and Post-Program Test and answer key
- b. Pre-Module and post-Module tests and answer keys for each Module (1-5)
- c. Five Business Literacy Program Modules
  - i. Module 1: Literacy and Numeracy
  - ii. Module 2: Nutrition
  - iii. Module 3: Life Skills
  - iv. Module 4: Entrepreneurial Skills
  - v. Module 5: Access to Finance
- d. Training of Trainers Manual
- e. Community Trainer's Guide Book Set

Prior to developing the business literacy materials further described below, below, the Contractor will evaluate training materials and methods from successful adult literacy projects implemented in Nepal including those implemented by USAID/Nepal, the GON and other donors where such materials are not subject to copyright restrictions. Such projects include, among others, USAID/Nepal's Education for Income Generation, Women's Economic Empowerment and Literacy, and Women's Empowerment Program.

The Contracting Officer's Representative (COR) will provide copies of USAID/Nepal's previous literacy project materials. Illustrative tables of contents from previous literacy projects are provided in Section J Attachment 13 for information purposes only and are not representative of the appropriate or required training content for this Contract. The Contractor is responsible for obtaining other materials from appropriate sources. The Contractor, in consultation with the COR, will determine to what extent materials, methods, lessons learned and best practices from comparable adult literacy projects can be adapted in a cost efficient manner and in a manner that is most effective to achieve the goals of the USAID/Nepal's Business Literacy Program. The Contractor must ensure that adapted and original content adheres to the required content descriptions which follow in this section.

The Contractor must design and deliver training content in contexts that link to the KISAN

program activities. All business literacy materials must be appropriate for and include positive examples and messaging of the benefits of gender equality and social inclusion for women and members of marginalized groups. Materials, including teacher training materials, must reinforce the importance of higher education for girls and marginalized groups.

The Contractor must develop and print all the training materials in Nepali script. The Contractor must translate and print training materials in English where noted. The Contractor must deliver all training in Nepali language and/or local language as appropriate to the beneficiary community. The Contractor must provide USAID/Nepal with hardcopy and electronic versions as described below and in Section F.

Modules must be designed to be delivered to meet the needs of the target population in two hours per class. Considering local and/or seasonal household needs, hours per class/day can be flexible on special occasions. However, hours per class/day should not exceed three hours. This requirement is applicable to all Module training.

#### ***C.4.1.1.1 Activity 1: Contents of Business Literacy Training Materials***

##### ***C.4.1.1.1a Pre- and Post-Program Tests and Answer Keys***

The Contractor must design Pre- and Post-Program Tests to determine the degree of impact the Business Literacy Program has had on specific beneficiary skill areas. The Contractor must design pre- and post-program basic test contents to determine the degree to which beneficiaries are able to recognize, read and write Nepali consonants and vowels; read and write simple sentences; recognize and write numbers from 1 to 100; and perform simple additions, subtractions and multiplications in appropriate life contexts. The tests must consist of at least 25 distinct skill measures which can be administered to a group in a period of approximately one hour, and may consist of composite verbal, if appropriate, and written content to be administered and graded by the Community Trainer. The answer keys must be designed to enable the Community Trainer to grade completed tests. Identical pre- and post-program test content is acceptable.

##### ***C.4.1.1.1b Pre- and Post-Module Tests and Answer Keys***

The Contractor must design Pre- and Post-Module Tests to determine the degree of impact the training in the respective Module has had on specific beneficiary skills in the areas of Module instruction. The Contractor must design pre- and post-Module basic test contents to determine the degree to which beneficiaries have improved through Module instruction. The tests must consist of content testing at least 10 distinct skill areas from the respective Module which can be administered in a period of approximately 30-45 minutes, and may consist of composite verbal and written content to be administered and graded by the Community Trainer. The answer keys must be designed to enable the Community Trainer to grade completed tests. Identical pre- and post-Module test content is acceptable.

##### ***C.4.1.1.1c Five Business Literacy Training Modules***

Business literacy training will equip beneficiaries with skills to engage in income generating activities, improve dietary habits and nutritional intake, enhance their business skills, establish or expand their enterprises, enhance entrepreneurship and marketing, and learn how to access savings and credit services available within their communities. It is expected that these interventions will complement the KISAN program in contributing to improved food security and nutrition in the targeted population.

While the Contractor must design Module 1 to focus intensively on literacy and numeracy, the Contractor must design all sequential modules to reinforce literacy and numeracy skills. The Contractor must develop content for each Module that reiterates common thematic content appropriate to learning level and Module focus. The Contractor will design training modules to be delivered in training courses to beneficiaries in the sequence indicated below.

### ***Module 1: Literacy and Numeracy***

The Contractor must design the *Literacy and Numeracy Module* with content to improve the literacy and numeracy abilities of beneficiaries. The contents of the module must incorporate basic reading, writing, and math skills. Beneficiaries of USAID/Nepal's current and past literacy programs have expressed a strong desire to learn math. Hence, the module must have strong math lessons. While Module 1 lays a foundation for learning, the Contractor must design content in Module 1 to introduce themes from subsequent modules and the KISAN program objectives at an appropriate learning level.

The Contractor must design the content for the Literacy and Numeracy Module for a course duration of 16 consecutive weeks of at least 12 hours per week. Two hours per class is recommended. Considering local and/or seasonal household needs, hours per class can be flexible on special occasions.

### ***Module 2: Nutrition Education***

The Contractor must design the Nutrition Education Module with content to influence positive change in beneficiaries' health and nutrition practices within their households. The Contractor must incorporate USAID/Nepal-funded Suaahara/Integrated Nutrition Program (INP) messaging from its training and information, education, and communication (IEC) materials. The Contractor must contact the Suaahara project office and/or the Child Health Division at the Ministry of Health and Population (MOHP) for those materials.

The Nutrition Module must include content on basic nutrition, hygiene, maternal and child health care, sanitation, food preparation, and food safety education. The Module content must include household production and information on diet diversity and available nutritious foods and their preparation, as well as information on community-based initiatives that contribute to improved consumption of nutritious foods and promote improvements to hygiene and sanitation practices. The Contractor must include content on nutrition education for pregnant and lactating women and children less than five years of age with an emphasis on children under two years of age.

The Module must include content with information for beneficiaries on the availability of and how to access existing maternal and child health and nutrition (MNCH).

The Contractor must design content for the Nutrition Education Module for a duration of 4 consecutive weeks of at least 12 hours per week.

### ***Module 3: Life Skills***

The Contractor must design the *Life Skills Module* with content to enable individuals to translate knowledge, attitudes and values into actual abilities. The Contractor must design content that instructs beneficiaries in life skills to develop their abilities to make informed

decisions, communicate effectively, and develop coping and management skills which would help in leading a productive life. Hence, the *Life Skills* module must address all of these aspects.

The Contractor must include content for developing livelihood-focused skills that help vulnerable populations understand the importance of these skills in enhancing their income-generating activities. The Contractor must include content to provide an understanding of how to identify and navigate formal and informal community hierarchy systems. Content must assist participants to identify and learn how to leverage their own knowledge, roles and experience within their community.

The Life Skills Module must include content in the following areas: HIV/AIDS; disaster risk reduction in the events of floods, earthquakes or fires; and human trafficking.

The Contractor must design the content for the Life Skills Module for a course duration of 8 consecutive weeks of at least 12 hours per week.

#### ***Module 4: Entrepreneurial Skills***

The Contractor must design the *Entrepreneurial Skills Module* with content to motivate the beneficiaries towards entrepreneurship while strengthening their literacy and numeracy abilities. The content of this Module must provide lessons in basic economic and business skills and ways to initiate or expand a business such as how to prepare a market analysis, budget, and methods of basic financial accounting. The Module must include lessons on agriculture and livestock as potential enterprise options. Content will include how to identify and leverage community resources for income generation. The Contractor may also incorporate content on other possible enterprises that can be run at the local level.

The Contractor must design content for the Entrepreneurial Skills Module for a course duration of 16 consecutive weeks of at least 12 hours per week.

#### ***Module 5: Access to Finance***

The Contractor must design the *Access to Finance* Module with content to enhance beneficiaries' knowledge of credit and financial services from a variety of financial institutions present in their localities. Content must include information on how financial investments could help beneficiaries initiate and/or expand their enterprises. Content must include basic information about typical loan terms, interest rates and collateral, and calculating whether potential profits ensure loan repayment among other lessons.

The Contractor must design content for the Access to Finance Module for a course duration of 4 consecutive weeks of at least 12 hours per week.

#### ***C.4.1.1.1.d Training of Trainers Manual***

The Contractor must develop a "training of trainers" (TOT) manual which will be used by the Contractor to conduct training of the Master Trainers and will be used by the Master Trainers to conduct training of the Community Trainers. The Contractor will design content to include, at a minimum, such topics as:

- i. Methods for mobilizing communities for high beneficiary participation;

- ii. Test administration;
- iii. Coaching and mentoring adult learners
- iv. Classroom management techniques;
- v. Instruction techniques;
- vi. Recordkeeping

The Contractor must design content for the Training of Trainers Manual such that it can be delivered in a 5-day, 8 hours-per-day course.

***C.4.1.1.1.e Module Guide Book Set***

The Contractor must develop a Set of Guide Books, one Guide Book for each training Module. The purpose of the Guide Book is for daily use by the Community Trainers. In addition, the Contractor will provide and train Master Trainers on the contents of the Community Trainer's Guide Books so that the Master Trainers can in turn train the Community Trainers. The Contractor will design content to include, at a minimum, complete content from the respective Module, supplemented by such topics as:

- i. Topic-by-topic instructional tips and context;
- ii. Case studies and examples, including positive messaging regarding the positive benefits of gender equality and social inclusion for women and marginalized groups;
- iii. Relevant links to KISAN activities;
- iv. Answer keys where appropriate to Module content; and
- v. Other appropriate content to enable Community Trainers to effectively conduct the Business Literacy Program trainings.

The Contractor must design content of the Guide Book Set such that Master Trainers can train Community Trainers on content in a 5-day, 8 hours-per-day course.

**C.4.1.1.1.f Activity 1 Deliverables – Formats, Printing and Distribution of Training Materials**

The Contractor must produce all training materials in searchable, editable and reproducible electronic versions on DVD or other electronic media acceptable to USAID/Nepal in Nepali and English language.

Prior to completing content design for any training materials, the Contractor shall consult with the COR and provide a draft Table of Contents (TOCs) for each Module, the Training of Trainer's Manual, and the Community Trainer Guide Books and tests. The Contractor must proceed with materials design following receipt of the COR's written concurrence on draft tables of contents.

The Contractor is responsible for the development and timely printing and distribution of the required training materials and must provide all trainers and beneficiaries with printed training and testing materials. The Contractor must plan printing to anticipate an attrition rate of at least 7%. The following illustrative calculations are shown for the Contractor's convenience to indicate the minimum quantities for each category of training material at an incremental attrition rate of 7%. Incremental attrition or Module post-test failures may be greater. To ensure full Contract price payment for final deliverables, the Contractor must continuously gauge and manage beneficiary learning success.

Illustrative printing needs based on 7% attrition at each testing/training stage:

Business Literacy Program Pre-Test	72,035
Module 1 Training materials and Test	67,322
Module 2 Training materials and Test	62,918
Module 3 Training materials and Test	58,802
Module 4 Training materials and Test	54,955
Module 5 Training materials and Test	51,360
Business Literacy Program Post-Test	51,360
Training of Trainers Manuals	2,300
Sets of Guide Books, one for each of the five Modules	2,300

The Contractor must deliver to the COR hardcopies in Nepali and translations in English the following deliverables by the due date and in the quantities indicated in Section F:

1. The five beneficiary training Modules, pre-Module and post-Module tests and answer keys
2. The pre- and post-Business Literacy Program tests and answer keys
3. The Master Trainer's Training of Trainers Manual
4. The Community Trainer's Guide Books, one for each of the five Modules

With the exception of the hard copies due as a deliverable to the COR listed in the Price Schedule and Payment Terms, the Contractor will not receive payment for printing expenses independent of training delivery: Printing of training materials for the purpose of training delivery is not a separately priced item in the Price Schedule and Payment Terms. The Contractor must manage the program's needs for printed materials according to the approved training schedule.

#### ***C.4.1.2 Activity 2: Training of Trainers***

##### ***General Approach***

The Contractor must use a training of trainers (TOT) approach to deliver the business literacy training. The Contractor will design and deliver the TOT activity using methods that are replicable and scalable by communities for sustainable impacts.

In the TOT approach, there are two tiers of trainers, Master Trainer and Community Trainer. The Contractor must establish qualifications for, recruit, and employ a minimum of 150 Master Trainers and 2,000 Community Trainers.

Each Master Trainer is a short-term activity employee responsible for delivering training to a minimum of approximately 13 Community Trainers over a two-week period. Each Community Trainer is a long-term activity employee responsible for delivering all five modules of business literacy training to a minimum of approximately 24 beneficiaries at the Village Development Committee (VDC) level over a one year period.

The Contractor must recruit qualified individuals from the KISAN Program districts in the Far-Western, Mid-Western, and Western Regions. These districts are listed below:

- 6 districts in the Far-Western Region: Achham, Baitadi, Dadeldhura, Doti, Kailali, and Kanchanpur
- 10 districts in the Mid-Western Region: Banke, Bardia, Dailekh, Dang, Jajarkot, Pyuthan, Rolpa, Rukum, Salyan, and Surkhet
- 4 districts in the Western Region: Arghakhachi, Gulmi, Kapilvastu, and Palpa.

The Contractor must schedule the training of Master Trainers, secure the training venue, ensure efficient logistics of Master Trainer training delivery, and deliver Master Trainer training. The Contractor must provide all necessary classroom tools such as note-taking materials, pencils, calculators, and other appropriate types of classroom materials.

The Contractor must schedule the training of Community Trainers, secure the training venue and ensure efficient logistics of Community Trainer training, and deliver the training through the Master Trainers. The Contractor must provide all necessary classroom tools such as note-taking materials, pencils, calculators, and other appropriate types of classroom materials.

The Contractor must conduct all training to include positive examples and messaging of the benefits of gender equality and social inclusion for women and members of marginalized groups. Training methods must reinforce the importance of higher education for girls and marginalized groups.

#### **C.4.1.2.1 Activity 2 Deliverables**

The Contractor must deliver:

**C.4.1.2.1.a Master Trainers and Community Trainers Selection Plan:** The contents of this plan explains the selection criteria, geographic coverage and logistical approach, and schedule for selecting the trainers. The Contractor must submit a draft plan to the COR for review and acceptance, make changes in consultation with the COR, and submit a Final Master Trainers and Community Trainers Selection Plan for written COR acceptance.

**C.4.1.2.1.b TOT Training Delivery Plan:** This plan explains who, how, when and where the Contractor will conduct the training of: a) master trainers; and b) training of Community Trainers. The Contractor must submit a draft plan to the COR for review and acceptance, make changes in consultation with the COR, reconcile the Annual Work Plan as appropriate, and submit a Final TOT Training Delivery Plan for written COR acceptance for payment. Following payment for this deliverable, changes to this plan are subject to CO approval.

**C.4.1.2.1.c Delivery of Master Trainers Training:** The Contractor must deliver training in accordance with Contract requirements to the Master Trainers. If the Contractor determines that it is necessary due to the results of monitoring and evaluation, the Contractor may deliver additional refresher trainings for Master Trainers. Training delivery to Master Trainers may only be counted once for payment purposes.

**C.4.1.2.1.d Delivery of Community Trainers Training:** Through the Master Trainers, the Contractor must deliver training in accordance with Contract requirements to Community Trainers. If the Contractor determines that it is necessary due to the results of monitoring and evaluation, the Contractor may deliver additional refresher trainings for Community Trainers.

Training delivery to Community Trainers may only be counted once for payment purposes.

**C.4.1.2.1.e TOT Training Report:** On a monthly basis or less frequently as appropriate, the Contractor must report specified details on the completion of each Master Trainer and each Community Trainers Course. The contents of the TOT Training Report include a summary of training statistics disaggregated by caste, gender, age, ethnicity, geographical data including type of training conducted; location of training and geographic origin of trainees; method of training delivery; lessons learnt; and an annex of the attendance report with site name, date and trainees' names and signatures. Reports are subject to independent verification. TOT Trainees may only be counted once in program's TOT training records and for the purpose of Contract payment. Each TOT Training Report shall serve as the basis for payment of TOT training delivery.

***C.4.1.3. Activity 3: Delivery of Business Literacy Training to Beneficiaries***

The Contractor must deliver twelve months of literacy training to at least 48,000 beneficiaries in all 20 KISAN program districts.

The Contractor must select at least 48,000 beneficiaries from vulnerable groups defined as women, ethnic minorities, disadvantaged castes, and youth from among a subset of beneficiaries and the households of the KISAN program. Since the targeted communities and geographical areas will be the same, the Contractor must coordinate with the implementers of the KISAN program on beneficiary selection, sequencing and timing of the trainings. In order to meet the program target of 48,000 households, the Contractor must select one member per household from among at least 48,000 households within the KISAN Program districts in the Far-Western, Mid-Western, and Western Regions. These districts are listed below:

- 6 districts in the Far-Western Region: Achham, Baitadi, Dadeldhura, Doti, Kailali, and Kanchanpur
- 10 districts in the Mid-Western Region: Banke, Bardia, Dailekh, Dang, Jajarkot, Pyuthan, Rolpa, Rukum, Salyan, and Surkhet
- 4 districts in the Western Region: Arghakhachi, Gulmi, Kapilvastu, and Palpa.

The Contractor must develop and apply a Beneficiary Selection Criteria and criteria weighting in consultation with KISAN and the COR. Minimum required criteria includes: vulnerable groups and individuals with high poverty levels. Vulnerable individuals and groups include disadvantaged castes, youth, women, ethnic minorities, and the landless. The Contractor will prepare a rationale for additional criteria for such things as geographic equity, limited landholdings, seasonal considerations, and the degree to which the selection aligns with and complements KISAN activities.

Following required consultations and receipt of approval for Beneficiary Selection Criteria, the Contractor must apply the criteria to identify beneficiaries and determine the locations of beneficiary training venues and other logistics. The Contractor must develop the beneficiary training schedule in consultation with KISAN for potential efficiency or possible conflicts.

In order to assess the beneficiaries' levels of literacy and numeracy and their understanding of subject matters (access to finance, nutrition, entrepreneurial skills and life skills), the Contractor through Community Trainers must conduct a Business Literacy Program pre-test to each beneficiary prior to commencing training.

The Contractor through Community Trainers must conduct a pre-test at the beginning of each training module and a post-module test at the end of each training module. Beneficiaries must achieve a minimum score of 75 percent at the end of each module to advance to the next module. For payment purposes, Module training must include fully graded pre and post-tests as well as the conduct of the Module training itself.

In order to receive full price Contract payment, the Contractor must anticipate and plan for attrition or Module tests failures of approximately 7%. This means the Contractor must plan for greater numbers of trainees, printed materials, classroom materials, etc., to reach the target completion of 48,000. The Contractor may design training delivery such that beneficiaries may be afforded the opportunity to repeat a Module, however, beneficiaries may not be counted more than once for any one training Module for contract payment purposes.

The Contractor must conduct a final post-Business Literacy Program test at the end of the completed 12-month training Program.

The Contractor must schedule the training of beneficiaries, secure the training venue and ensure efficient logistics of beneficiary training delivery, and deliver the training through the Community Trainers. The Contractor must provide all necessary classroom tools such as note-taking materials, pencils, calculators, and other appropriate types of classroom materials.

The required duration for each training module is stated in the respective Module description in Section C.4.1.

The verification of the conduct of training and testing is subject to unannounced site visits and interviews and other verification methods by USAID or third-parties engaged by USAID.

#### **C.4.1.3.1. Activity 3 Deliverables**

**C.4.1.3.1.a Beneficiary Selection Criteria** – Following required consultations and consistent with the requirements of the Contract, the Contractor must document its methodology, rationale and conclusions on beneficiary selection criteria. The Contractor must submit a draft criteria to the COR for review and acceptance, make changes in consultation with the COR, and submit a Final Beneficiary Selection Criteria for written COR acceptance for payment. Following payment for this deliverable, changes to criteria are subject to CO approval.

**C.4.1.3.1.b. Beneficiary Training Schedule** – The Contractor must document the Beneficiary Training schedule to include VDC locations, dates, venues, Community Trainer names, registration process, and plans to overcome any potential conflicts and obstacles to timely delivery. The Contractor must submit a draft schedule to the COR for review and acceptance, make changes in consultation with the COR, reconcile the Annual Work Plan as appropriate, and submit a Final Beneficiary Training Schedule for written COR acceptance for payment. Following payment for this deliverable, changes to this plan are subject to CO approval.

**C.4.1.3.1.c Business Literacy Program Pre-Test Administered and Graded** – In accordance with the Contract requirements, the Contractor shall conduct and grade a Business Literacy Program Pre-Test to beneficiaries prior to the commencement of Module 1 training.

#### **C.4.1.3.1.d Module 1 through Module 5 Beneficiary Training and Module Testing**

Complete the pre-Module test, training, and post-Module test for each of the five sequential

modules of Business Literacy Training to 48,000 beneficiaries in the 20 FTF districts over the course of the Contract period of performance in accordance with Contract requirements.

**C.4.1.3.1.e Business Literacy Program Post-Test Administered and Graded** – In accordance with the Contract requirements, the Contractor shall conduct a Business Literacy Program Post-Test to beneficiaries following the completion of Module 5 training. This test must be administered and graded no later than 5 days following the completion of each Module 5 training course.

**C.4.1.3.1.f Beneficiary Testing and Training Report:** This report must accompany the Contractor’s request for payment when the Contractor is claiming the completion of testing or training.

The Contractor must report specified details on the completion of pre- and post-Business Literacy Program testing and on the completion of each beneficiary Module training and testing. The contents of the Beneficiary Testing and Training Report shall be divided into sections entitled “Testing” and “Training.”

The ***Testing*** section of the Report must include a short summary of the test statistics, disaggregated by caste, gender, age, ethnicity, geographical data including type of testing conducted; results; dates; and test attendance reports with site name, date and beneficiaries’ names and signatures. The Contractor will also include a brief narrative interpretation of the implications of test results and plans for re-aligning instructional messaging to strengthen test results where appropriate. Reports are subject to independent verification. Beneficiary trainees may only be counted once per test type in the Contract testing records and for the purpose of Contract payment.

Each Beneficiary Testing and Training Report shall serve as the basis for payment of Business Literacy Program Pre-Test Administered and Graded and Business Literacy Program Post-Test Administered and Graded.

The ***Training*** section of the Report must include a short summary of training statistics disaggregated by caste, gender, age, ethnicity, geographical data including type of training conducted; location of training and geographic origin of trainees; method of training delivery; lessons learnt; and an annex of the attendance report with site name, date and trainees’ names and signatures. Reports are subject to independent verification. Beneficiary trainees may only be counted once per Module in the Contract’s training records and for the purpose of Contract payment.

Each Beneficiary Testing and Training Report shall serve as the basis for payment of Module training delivery.

Requests for payment for training or testing activities submitted without this required report will not be processed.

## **C.5 OPERATING PARAMETERS**

### **C.5.1 Engagement with GON**

Through the District Education Offices (DEO), the Ministry of Education (MOE) is implementing basic literacy and post-literacy programs (e.g. life skills training and micro-credit

schemes). The Contractor must coordinate with the Non-Formal Education Center (at the central level), DEOs and VDCs for joint collaboration and to leverage resources in order to avoid duplication of activities.

Nepal is in the process of a transition toward federalism and decentralization. Though the current contract cites that the Contractor will coordinate with district and VDC level government offices to support local implementation of this contract, changes in GON structure may require GON engagements not described in this contract. The Contractor will notify and consult with the COR to be responsive to the evolving government. The Contractor is responsible for notifying the CO where a contract modification, with or without cost implications, may be necessary to implement such a change.

### **C.5.2 Required Collaboration and Integration with USAID/Nepal Activities**

The Contractor must coordinate with ongoing USAID/Nepal projects such as Suaahara/INP, KISAN, Health for Life (H4L), and Sajhedari, and to apply lessons learned as appropriate. The following weblinks provide detail on these programs:

<http://www.feedthefuture.gov/country/nepal>

<http://www.usaid.gov/where-we-work/asia/nepal>

The Contractor must initiate and sustain coordination of program implementation with implementing partners and relevant actors both within USAID/Nepal and among donors and agencies working in similar program areas through coordination with the DEO.

The Contractor must ensure that linkages and coordination with other related USAID/Nepal activities are robust. The following activities are not under the Contractor's (or sub-contractors') direct control. However, leveraging resources and integration between the Contractor and other activities is a must where FTF objectives are advanced. The Contractor must coordinate with the following activities in the following ways:

1. **Knowledge-Based Integrated Sustainable Agriculture and Nutrition (KISAN)**  
**Program:** A separate contract has been awarded for the implementation of Component A and B which integrates agriculture and nutrition interventions. Since Component C will target beneficiaries in the same geographic areas as the KISAN program, the Contractor must coordinate with Winrock International, the Contractor responsible for the KISAN program, to identify a list of vulnerable households and beneficiaries after award of the program. The Contractor for the KISAN program will be responsible for overall coordination of other FTF activities and will also be required to coordinate with the Contractor for the Business Literacy interventions. The KISAN program has set side office space (room[s]) for the USAID/Nepal Business Literacy Program. For better coordination between these programs in districts where the Contractor does not already have existing office space, the USAID/Nepal Business Literacy Program must co-locate its office space with KISAN offices. See Section J Attachment 14 for current KISAN program office locations for most districts. The Contractor will consult with the KISAN program to determine the locations for the other offices in the remaining districts.
2. **Monitoring and Evaluation (M&E):** USAID/Nepal will contract with an M&E contractor to conduct midpoint and final evaluations of the overall FTF initiative. The M&E contractor will be tasked with coordinating the M&E systems across all FTF programs and performing rigorous analyses of the FTF initiative impacts using a baseline

and counterfactual to scientifically determine causality. The Contractor must work with the M&E contractor, providing project data, reports, and other relevant information to the M&E contractor. Please see Section C.6.1 (Monitoring and Evaluation Plan) for additional information. *See Section J Attachment 11 for the indicators the M&E Contractor will be responsible for.*

- 3. Impact Evaluation:** Separate comparison studies and impact evaluations are being conducted by the Feed the Future Innovation Lab for Collaborative Research on Nutrition (Nutrition IL). In addition, the FEEDBACK impact evaluation will measure how integrated skills development in literacy, numeracy, and entrepreneurship enhance the capacity of vulnerable groups to better engage in their households, communities, and agricultural markets and improve nutrition within these households. The Contractor must provide project data, reports, and other relevant information to the Nutrition IL and FEEDBACK.

### **C.5.3 Collaboration with Other USG Agencies - Peace Corps**

The Peace Corps has been re-launched in Nepal through an agreement with USAID. Peace Corps Volunteers (PCVs) will conduct agriculture, nutrition, and hygiene training in their assigned communities. The innovative new Peace Corps Nepal program will capitalize on a whole-of-government approach, bringing together institutional strengths and comparative advantages of Peace Corps and USAID in the implementation of two Presidential Initiatives: Global Health Initiative (GHI) and FTF.

PCVs may be placed in VDCs where the Contractor is implementing the USAID/Nepal Business Literacy Program. The Contractor will make Master and Community training offered under this contract available to PCVs and accept PCVs at these trainings. The Contractor must communicate the schedule and locations of these trainings to the COR and the designated Peace Corps liaison at least 30 days in advance of planned training events. The Contractor must not recruit PCVs as Master Trainers or Community Trainers for the purpose of reaching target beneficiaries. PCVs will not be permitted to participate in literacy training for beneficiaries.

### **C.5.4 Disaster Risk Reduction and Preparedness**

Nepal is a seismically active zone and is considered at high risk of earthquakes. Minor tremors are not uncommon. Earthquakes are impossible to predict and can result in major devastation and loss of life. There are several websites focusing on earthquakes preparedness, including <http://www.ready.gov/earthquakes>.

The Contractor is encouraged to continually seek creative opportunities for incorporating disaster risk reduction and preparedness in the literacy component of Feed the Future (FTF). This is, and will continue to be, an area important to reducing the impact of future natural disasters. Any knowledge that can be imparted on disaster preparedness and risk reduction elements will be of great value.

Disaster risk reduction—addressing vulnerabilities to, and preparation for, anticipated and recurring disasters—requires sound awareness and advocacy within the government, external development partners, civil society and general public. Nepal’s exposure to floods, landslides, droughts, and forest fires, in addition to its vulnerability to a potential large-scale earthquake necessitate that all opportunities are taken to raise institutional and individual awareness. The Contractor is encouraged to check the existing VDC/district and /school Emergency Preparedness

and Response Plan in the project locations. The Contractor must submit to USAID/Nepal a copy of its Emergency Preparedness and Response Plan. Section C.6.5 describes the content of this plan.

## **C.6 PLANNING REQUIREMENTS**

The Contractor must work collaboratively with the COR to develop the required plans.

The Contractor must submit two hard copies and one electronic copy of each plan prepared in Microsoft Word, Excel and/or PowerPoint to the COR. *All plans must be written in English.* The Contractor must deliver the following plans:

1. Monitoring and Evaluation (M&E) Plan
2. Management Plan
3. Annual Work Plans
4. Outreach and Communications Plan
5. Emergency, Preparedness and Response Plan

### **C.6.1 Monitoring and Evaluation (M&E) Plan**

The Contractor must closely monitor the progress of the activities funded by this contract as part of the overall objective. An independent third party will be responsible for overall coordination of the M&E systems for all projects under the FTF Nepal initiative. However, the Contractor must work closely to harmonize its M&E plan and share data with the independent M&E Contractor.

The Contractor must complete the draft of its Monitoring and Evaluation (M&E) Plan outline submitted with its proposal to include the content required below. The Contractor must submit this draft M&E Plan for COR feedback and submit a Final M&E Plan incorporating required edits consistent with this section and upon COR approval, commence implementation.

#### ***C.6.1.1 M&E Plan Requirements***

The M&E Plan must include the following:

1. Logical framework (template in Section J Attachment 15)
2. Plans for conducting reviews, evaluations and other studies as applicable and how these plans are responsive to considerations of gender and social inclusion.
3. Plans for documenting results of activity that can be used for publicizing success, including pictorial and video recordings before, during and after implementation.
4. Description of how the performance data will be collected and analyzed.
5. Tentative targets for each indicator (final targets will be set after the completion of the analytical and baseline studies).

The Contractor must base its M&E Plan on the Mission's FTF Indicator Matrix. The Contractor must report on required indicators that measure progress towards meeting the goals of the USAID/Nepal Business Literacy Program. The FTF Indicator Matrix and required indicators and disaggregates are attached in Section J, Attachment 11.

#### ***C.6.1.2 M&E Information Management System***

As a component of the M&E Plan and implementation, the Contractor must develop an information management system that will be the primary tool for monitoring program impact and

progress on indicators and reporting to USAID/Nepal. This will be a new database exclusive to the activities under this contract. The database must be compatible with USAID/Nepal's management systems in that the database includes fields of information that are required by USAID for reporting purposes.

The database must be developed to incorporate the specific indicators (both F framework indicators and those determined in the Results Framework) for measuring success.

It must also include the following functions and information:

1. A GIS function to produce printed and electronic maps that show location of program activities, program impact and other relevant information. The Contractor is expected to collect precise coordinates for project sites;
2. Data on beneficiaries disaggregated by caste, gender, age, ethnicity, geographical data, and other data relevant to Contract performance as determined in consultation with the COR; and
3. Data on the U.S. Foreign Assistance Framework Program Areas, Elements, Sub-Elements and Indicators.

### **C.6.2 Management Plan**

The Contractor must adopt a management approach that efficiently and effectively uses human, technical, and organizational resources. The Contractor must finalize its Management Plan in accordance with comments on the Management Plan submitted with its proposal. The Management Plan must include the following:

1. Contractor's Organizational Chart indicating staff with roles in Contract implementation
2. Clear roles and responsibilities between the Contractor and all sub-contractors with regard to implementation planning, performance monitoring, data collection and management, lines of communication, logistics, and other relevant data;
3. Plan for coordination/collaboration with programs supported by USAID/Nepal; the GON; and other agencies in the target areas;
4. Plan for financial management including cashflow needs and resources to meet them;
5. Plan for recruitment including targets for social inclusion and gender balance and how to meet them;
6. Plan for implementation logistics including:
  - a. procurements (printing, for example);
  - b. inventory management and distribution;
  - c. venues;
  - d. beneficiary logistics;
  - e. geographic roll-out of activities 2-3; and
  - f. other relevant logistic considerations
7. Plan for adaptability and continuation of contract in the event of unstable political and civil impacts.

### **C.6.3 Annual Work Plans**

In consultation with cited implementing partners and the USAID COR, the Contractor must finalize and submit for approval the Final Annual Work Plan submitted in draft with its proposal. The Contractor must prepare an Annual Work Plan for each year of implementation thereafter.

Each plan year must correspond to the USG's federal fiscal calendar. The USG federal fiscal

year begins October 1 and ends September 30 of each year. Partial year plans may be necessary for the first and final years of the Contract.

The Contractor may begin implementation following receipt of written approval by the USAID/Nepal COR.

The following constitutes the Annual Work Plan Table of Contents which the Contractor must provide in narrative and table formats as appropriate to communicate annual program implementation in a coherent and concise manner:

- (a) Identification of annual benchmarks with major milestones including
  1. Commencement and completion dates in Gantt chart format. (See Section J Attachment 16 for the required format).
  2. Estimated price
  3. Specific geographic targets
- (b) Specific strategies for the period to address goals for gender and social inclusion;
- (c) Identification of entities tasked with the completion of the activity (i.e. Contractor, sub-contractor, etc.) and descriptions of their respective roles and responsibilities; and
- (d) Critical assumptions for success.

Updates to Annual Work Plans may be necessary to reflect changes in strategies, activities or updates to performance targets and may be initiated by the Contractor. Changes to previously approved Annual Work Plans are subject to the COR's written approval. Any changes to price, contract specifications, or the contract delivery schedule specified in Section F are subject to written approval by the Contracting Officer.

#### **C.6.4 Outreach and Communications Plan**

The Contractor must develop and finalize its Outreach and Communication Plan submitted with its proposal. The Plan must incorporate innovative learning and knowledge sharing mechanisms, including but not limited to newsletters, visuals, the Contractor's existing website webpages, blogs, radio programming, which contribute to a learning and sharing environment. As per Agency regulations, the Contractor is not permitted to create a project-specific website.

The Contractor is required to disseminate information to a wide and diverse audience, such as local stakeholders, beneficiaries, GON, and other donors, for a better understanding and interpretation of the purposes of and impacts resulting from this component of the FTF initiative. Therefore, in the content of the Outreach and Communication Plan, the Contractor must address specific mechanisms and methodology of implementation which the Contractor will use for information sharing and communication. (See also Section D of this Contract).

The Contractor's Outreach and Communication Plan must include the development and delivery of messaging content which conveys USAID's policy for gender equality and social inclusion and how the Contractor is successfully applying these principles in the delivery of this program.

#### **C.6.5 Emergency Preparedness and Response Plan**

The Contractor must develop an Emergency Preparedness and Response Plan which incorporates preparedness and response for the Contractor and sub-Contractors as well as continuity of operations in the event of an emergency. Disaster risk reduction—addressing vulnerabilities to, and preparation for, anticipated and recurring disasters—requires sound awareness and advocacy within the government, external development partners, civil society and general public. Nepal's

recurring bouts with floods, landslides, droughts, fires, and disease outbreaks, in addition to its vulnerability to a potential large-scale earthquake, necessitate that the U.S. Government and its partners develop sound and comprehensive preparedness and response plans.

The Contractor is encouraged to continually seek creative opportunities for incorporating disaster risk reduction and preparedness in Contractor activities. This is, and will continue to be, an area important to reducing the impact of future natural disasters. The Contractor is expected to ensure that it informs its staff and beneficiaries on contents of its Emergency Preparedness and Response Plan through trainings and drills or other similarly effective methods.

## **C.7 PERIODIC REPORTING REQUIREMENTS**

### **C.7.1 Performance Reports**

The Contractor must submit two hard copies and one electronic copy of each Report prepared in Microsoft Word, Excel and/or PowerPoint to the COR. *All reports must be written in English.* Lengthy reports are neither required nor desired (maximum page 20). USAID may use third-party resources to verify report content.

The following is a list of reports described in this Section:

- a. Monthly Program Management Report
- b. Quarterly Performance Report
- c. Annual Performance Report
- d. Final Program Report

#### **C.7.1.a. Monthly Program Management Report (See Section C.9)**

The Monthly Program Management Report shall serve as the basis to determine acceptance for payment of the line items Management Burden, Implementation of Branding Implementation and Marking Plan, and Outreach and Communications Plan in accordance with the Payment Schedule.

The Report must summarize the contractor's engagement in the following activities during the reporting period:

1. Requirements of Sections C.5 and C.9 - Collaborations with USAID/Nepal, GON and partner organizations
2. Participation in USAID/Nepal or third-party financial or management reviews
3. Participation in USAID/Nepal performance reviews
4. Working group participation
5. Participation in USAID/Nepal Contractor/Grantee meetings and special briefings
6. Participation in district level coordination committees
7. Branding, Marking, Outreach and Communications implementation
8. M&E implementation

Reports are subject to independent verification.

#### **C.7.1.b. Quarterly Performance Reports**

The Contractor must submit Quarterly Performance Reports to the COR. The Contractor must disaggregate all people-level data by sex, ethnicity, caste and age. The following constitutes the required contents for the Quarterly Performance Report:

1. A one-page Executive Summary of accomplishments during the period
2. A qualitative, as appropriate, and quantitative comparison of actual accomplishments against goals established for the period with explanations for any shortfalls or over-achievement
3. Constraints, opportunities and achievements in the goals for gender and social inclusion
4. Summary of program delivery collaborations – successes and challenges
5. Anticipated future problems, delays, or conditions that may adversely impact implementation of the program, and plans to overcome them
6. Summary of security issues, if any, describing security incidents at sites where the Contractor is carrying out activities and the impact on implementation.
7. Narratives on lessons-learned and prospects for the following quarter's performance

Each reporting period must coincide with the USG's federal fiscal calendar as follows:

The USG federal fiscal year begins October 1 and ends September 30 of each year.

First Federal Fiscal Quarter begins October 1 and ends December 31

Second Federal Fiscal Quarter begins January 1 and ends March 31

Third Federal Fiscal Quarter begins April 1 and ends June 30

Fourth Federal Fiscal Quarter begins July 1 and ends September 30

Partial quarter reports may be necessary for the first and final years of the Contract.

A fourth quarter report is not required. Fourth quarter data must be included in the cumulative Annual Performance Report (see C.7.1.c below).

#### **C.7.1.c. Annual Performance Report**

The Contractor must submit the Annual Performance Report to the COR. The Contractor must disaggregate all people-level data by sex, ethnicity, caste and age. The following constitutes the required contents for the Annual Performance Report:

1. A one-page Executive Summary of accomplishments during the period
2. A qualitative, as appropriate, and quantitative comparison of actual accomplishments against goals established for the period with explanations for any shortfalls or over-achievement
3. Constraints, opportunities and achievements in the goals for gender and social inclusion
4. Summary of program delivery collaborations – successes and challenges
5. Anticipated future problems, delays, or conditions that may adversely impact implementation of the program, and plans to overcome them
6. Summary of security issues, if any, describing security incidents at sites where the Contractor is carrying out activities and the impact on implementation.
7. Narratives on lessons-learned and prospects for the following year's performance

Each report year must correspond to the Approved Annual Work Plan year which is based on the federal fiscal calendar.

USG's federal fiscal calendar as follows:

The USG federal fiscal year begins October 1 and ends September 30 of each year.  
 First Federal Fiscal Quarter begins October 1 and ends December 31  
 Second Federal Fiscal Quarter begins January 1 and ends March 31  
 Third Federal Fiscal Quarter begins April 1 and ends June 30  
 Fourth Federal Fiscal Quarter begins July 1 and ends September 30

A partial year report may be necessary for the first year of the Contract. A Final Program Report is required in lieu of a final Annual Program Report.

#### **C.7.1.d Final Program Report – Draft and Final**

The Contractor must submit a concise, Final Program Report draft to the COR which is subject to COR review and comment. The Contractor must submit a Final Program Report incorporating COR feedback that is consistent with the Contract requirements of this section.

The Contractor must disaggregate all people-level data by sex, ethnicity, caste and age. The following constitutes the required content of the Final Program Report – Draft and Final:

1. Cumulative achievements of the project
2. Aspects of the project that did not work well and why not
3. Best practices that are replicable in other projects
4. Effectiveness of different activity tools and methods
5. Recommendations for similar interventions in the future
6. Improvements in previously identified disparities and inequities related to gender caste, ethnicity, geography and age.
7. Collection of success stories
8. Case studies highlighting changes or approaches/methods that were effective
9. Challenges and obstacles that the program faced and the measures that were helpful in dealing with these issues.

#### **C.7.2 Quarterly Accrual Estimates Report**

The Contractor must submit Quarterly Accrual Estimate Reports in MS Excel format as provided in Section J, Attachment 12 . The Quarterly Accruals Reports must be submitted to the COR with a copy to the USAID/Nepal, Office of the Controller, following the due date schedule in Section F.4.

Quarterly Accruals Reports must include funds obligated, expenditures (actual disbursements plus accrued expenses), and pipeline information for each line items approved in the final budget. Agency guidance found in ADS 200.6 and 202.3.7 define accruals as the estimated cost of goods and/or services or other performance received but not yet paid for by USAID. Accruals are calculated for specific agreements and help provide current information on the financial status of an activity (or group of activities), agreement, or program.

Following ADS 202.3.7 and 602, pipeline is defined as the amount of funds obligated but not expended; the difference between cumulative obligations and cumulative expenditures, including accruals.

#### **C.7.3 Ad Hoc Security Reports**

The Contractor is required to report security incidents in periodic performance reporting as described in this Contract. In addition, the Contractor is required to notify the COR as soon as possible to any situations that require suspension of activities, strikes and local disturbances, threats or attacks on program staff, physical damage to property or other such instances and

follow-up with documentation as to the action take to address the occurrence.

#### **C.7.4 Success Stories**

The Contractor must prepare and submit a one-page summary of notable activities and success stories of interest to the USAID community. Examples of the types of narratives that meet this requirement may be found at <http://www.feedthefuture.gov/>. <http://www.feedthefuture.gov/article/collaboration-across-sectors-strengthens-communities-and-food-security-nepal>, <http://www.feedthefuture.gov/article/nutrition-training-builds-skills-and-expertise-nepal>

### **C.8 PERSONNEL REQUIREMENTS**

The Contractor must use its own recruitment methods and ensure these methods attract qualified applicants from vulnerable groups marginalized by caste, ethnicity, or gender when recruiting for any new position or vacancy.

#### **C.8.1 Key Personnel**

The Contractor must provide the following key personnel: Program Manager, Literacy and Education Specialist, Finance Manager, and Monitoring and Evaluation (M&E) Expert. Key Personnel and changes thereto are subject to approval by the Contracting Officer.

The Contractor must notify USAID at least 30 days in advance of Key Personnel vacancies where possible and communicate the reasons therefore. The Contractor must take the necessary steps to immediately rectify vacancies and must propose a substitute candidate for each vacated key position along with a budget impact statement, if requested, in sufficient detail to permit evaluation of the impact on the program. The Contractor may not replace key personnel without the written consent of the COR and written approval of the Contracting Officer.

Key personnel responsible for contract deliverables are required to be proficient (Level V) in English and Nepali.

The Contractor must provide the following key personnel:

##### **C.8.1.1 Program Manager**

The Program Manager must serve as the principal liaison with USAID/Nepal, seeking approval of work plans, coordinating activities with those of other USAID/Nepal programs and with activities of other organizations, GON agencies and other donor supported efforts.

The Program Manager must have at a minimum a Master's degree in a relevant field such as education, public health, or international development. The Program Manager must have relevant work experience, including experience with a contractor or international or indigenous NGO managing an office or program of similar complexity and scale. The candidate must possess the following demonstrated experience: a minimum of ten years of experience in the design, development and implementation of community development assistance programs in developing or transitional countries; establishing and overseeing program start-up under limited time constraints; program close-out; overseeing multiple program areas simultaneously; hiring, training and supervision of personnel and engagement of short-term consultants; financial management including budgeting; tracking, reporting and accounting of finances and

procurement. S/he must have creative and analytical abilities and good communication skills. A candidate with demonstrated ability to manage programs in an unstable environment due to post-conflict, civil unrest, and evolving political process.

In addition to the abilities and the qualifications listed above, the Program Manager must have substantial experience in developing and conducting literacy and education programs and experience in youth, gender and social inclusion.

#### **C.8.1.2 Finance Manager**

The Finance Manager must have a minimum of a Master's degree in Financial Management or Accounting. Chartered Accountant is preferred. The Finance Manager must have a minimum of seven-years of work experience with an international or local NGOs managing operational, budgeting, financial planning, analysis and purchasing for the program. The Finance Manager provides oversight and direction to ensure processes conducted on the project behalf are done timely, accurately, and in compliance with established policies, controls and procedures. She/He leads, coordinates and oversees the preparation of the annual budget and recurring forecast for the consolidated project. The Finance Manager maintains accuracy, completeness and integrity of financial and operational reporting and leads the analysis of period business performance, prepares periodic financial reports and payment requests.

#### **C.8.1.3 Literacy and Education Specialist**

The Literacy and Education Specialist must have at a minimum a Master's degree in a relevant field such as education, social sciences, or business studies with a minimum of ten years of experience in the development and implementation of literacy, numeracy, business skills education, and/or workforce development training programs in Nepal. S/he must also have experience with a contractor or international or indigenous NGO managing program(s) of similar complexity and scale. S/he must have creative and analytical abilities and good communication skills. S/he must be able to conduct training of trainers at the district level. A demonstrated ability to manage programs in an unstable environment due to post-conflict, civil unrest, evolving political process, and experience in youth, gender and social inclusion is preferred.

#### **C.8.1.4 Monitoring and Evaluation (M&E) Expert**

The M&E expert must at a minimum have a Master's degree in a relevant field such as education, social sciences, or business studies with a minimum of 7 years of professional experience. S/he must have demonstrated expertise in monitoring and evaluation, including performance and preferably impact evaluation. S/he must have creative and analytical abilities, good communication skills, substantial experience in monitoring and evaluation, and familiarity with GIS applications.

#### **C.8.5 Other Staff (Non-Key)**

In addition to the key personnel indicated above, the Contractor must employ additional personnel necessary and qualified to carry out all associated activities and tasks, programmatic and managerial, for a successful program. This most notably includes the Master Trainers and Community Trainers whose selection is critical to program implementation. When recruiting for Master Trainer and Community Trainer staff, the Contractor must identify individuals with qualifications and experience resulting in skills effective for community leadership and mobilization to attract beneficiaries to trainings, and demonstrated commitment to successful

social inclusion.

Contractor local staff must be fluent in Nepali, and/or other languages indigenous to Nepal, and have the appropriate qualifications and experience. The Contractor must ensure that all staff have sufficient English and local language skills to carry out respective duties and contract activities.

#### **C.8.6 Short Term Consultants**

The Contractor must identify the need for and arrange for short-term consultants of specific expertise to address discrete issues for program development and implementation (e.g., capacity building, training, organizational development, socio-political assessments, communications and information technology).

### **C.9 PROGRAM MANAGEMENT**

The Price and Payment Schedule for this contract includes the line item “Management Burden” which consists of the Contractor’s management effort to comply with USG requirements in the general management of any contract. In addition to USG requirements, this section C.9 describes additional management responsibilities required of the Contractor in the implementation of this Contract.

The monthly Program Management Report shall serve as the basis for payment of Management Burden in accordance with the Payment Schedule.

#### **C.9.1 Overall Approach to Implementation**

The Contractor must work under the guidance of and in close collaboration with the USAID/Nepal Food Security Team and GON as well as other Nepal partner organizations such as foundations, NGOs, coalitions and/or associations.

#### **C.9.2 Initial Management/Financial Reviews**

USAID/Nepal reserves the right, and the Contractor must expect, and be prepared for, a management and/or financial audit by USAID/Nepal at any time to ensure systems (management, administration, finance, procurement, and program) are in place as per the contract. Such audit(s) will focus on program management and performance, including such factors as cost, timeliness, and accountability; and will include field and home office records pertaining to operations and program activities. The Contractor must cooperate with and contribute to a final management and financial review conducted by USAID/Nepal prior to program closeout.

#### **C.9.3 Contractor Performance Reviews**

At least annually, and in accordance with the USG’s Contractor’s Performance Assessment Reporting System (CPARS), the Contractor’s performance will be evaluated based on the completion of specific tasks as outlined in the contract, adherence to the work plan, quality of reports submitted to the COR, and other required assessment areas. USAID/Nepal will conduct a number of reviews and evaluations: management reviews, financial reviews, program performance reviews, annual contractor performance reports, and evaluations. The Contractor must cooperate with and contribute to these reviews and evaluations. Final CPARS Reports are posted for public information.

#### **C.9.4 Working Group Participation**

The Contractor must participate in and/or provide facilitating assistance to other working groups or committees which may be formed from time to time to address program purposes and goals and which may be comprised of any combination of GON, civil society, and donor group representatives. These working groups will generally meet as needed, and will provide the Contractor and USAID/Nepal with an opportunity to share experiences and raise issues of concern with other actors in the field.

#### **C.9.5 Participation in Mission Contractor/Grantee Meetings and Special Briefings**

USAID/Nepal hosts Contractor/Grantee Meetings periodically. The purpose of these meetings is to share information about USAID/Nepal activities, to identify areas of synergy and opportunities to leverage resources, and to share and discuss new guidance and regulations. The Contractor must attend and participate in these meetings. In addition, the Contractor may be called upon to give special briefings from time to time on its activities to the Mission and the Embassy.

#### **C.9.6 Coordination Committees**

If district level coordination committees on literacy exist, the Contractor will become a member of the committee in each working district. In case there is no such committee, the Contractor must establish coordination committees for each district in which it works. These committees will be composed of all key stakeholders in that district including GON officials. The committees will function as a liaison body to the GON district officials as well as coordinate district implementation and ensure local enactment of the committee's guidance. The committees should meet about once per quarter. Where appropriate, the Contractor must include participation of women, ethnic minorities, and other disadvantaged groups in these coordination committees.

**[END OF SECTION C]**

## **SECTION D - PACKAGING AND MARKING**

### **D.1 AIDAR 752.7009 MARKING (JAN 1993)**

(a) It is USAID policy that USAID-financed commodities and shipping containers, and project construction sites and other project locations be suitably marked with the USAID emblem. Shipping containers are also to be marked with the last five digits of the USAID financing document number. As a general rule, marking is not required for raw materials shipped in bulk (such as coal, grain, etc.), or for semi-finished products which are not packaged.

(b) Specific guidance on marking requirements should be obtained prior to procurement of commodities to be shipped, and as early as possible for project construction sites and other project locations. This guidance will be provided through the cognizant technical office indicated on the cover page of this contract, or by the Mission Director in the Cooperating Country to which commodities are being shipped, or in which the project site is located.

(c) Authority to waive marking requirements is vested with the Regional Assistant Administrators, and with Mission Directors.

(d) A copy of any specific marking instructions or waivers from marking requirements is to be sent to the Contracting Officer; the original should be retained by the Contractor.

### **D.2 BRANDING STRATEGY**

Branding and Marking under this contract shall comply with the policies found at Automated Directives System (ADS) Chapter 320. The Contractor can review and download the regulations, guidance, and graphics on branding/marketing requirements at <http://www.usaid.gov/branding/acquisition.html>

The program will be known as the “Business Literacy - Nepal”

Materials and communications must be positioned as being “from the American People,” using the USAID Identity.

The desired level of USAID’s visibility for this program is high. USAID receives exclusive branding under contracts.

No other organizations are required to be acknowledged. The presence of any logo or symbol belonging to the Contractor is subject to USAID approval and must conform to the policy in ADS 320.

### **D.3 OUTREACH**

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

**[END OF SECTION D]**

## **SECTION E - INSPECTION AND ACCEPTANCE**

### **E.1 NOTICE LISTING 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.

NUMBER DATE	TITLE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)
52.246-2	INSPECTION OF SUPPLIES-FIXED PRICE (AUG 1996)
52.246-4	INSPECTION OF SERVICES-FIXED PRICE (AUG 1996)
52.246-11	HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT (FEB 1999)

### **E.2 INSPECTION AND ACCEPTANCE**

USAID inspection and acceptance of services, reports and other required deliverables or outputs shall take place at USAID in Kathmandu, Nepal unless otherwise stated in the Contract. The COR has been delegated authority to inspect and accept all services, reports and required deliverables or outputs. See Section F for further details.

Disputes shall be resolved by the USAID Contracting Officer.

**[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.

NUMBER      TITLE    DATE

FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)

52.242-15 STOP-WORK ORDER ALTERNATE I APR 1984

### F.2 PERIOD OF PERFORMANCE (CPFF)

The period of performance for this contract is three years (36 months) from the effective date of award.

### F.3 PERFORMANCE STANDARDS

Evaluation of the Contractor's overall performance in accordance with the tasks and deliverables set forth in Section C and other sections of this Contract will be conducted jointly by the COR and the Contracting Officer, and will form the basis of the Contractor's permanent performance record with regard to this contract.

### F.4 REPORTS AND DELIVERABLES

The Contractor must adhere to the requirements set forth for submission of reports in the AIDAR clauses 752.242-70 (Periodic Progress Reports) and 752.7005 (Submission Requirements for Development Experience Documents). The Contractor must submit the following activities, tasks and deliverables.

CLIN	Deliverable Title	Content Description	Due Date	COR Clearance period
	<b>Program Plans</b>			
1	Monitoring and Evaluation Plan Draft	C.6.1	20 days after effective date of award	7 business days
2	Monitoring and Evaluation Plan Final	C.6.1	45 days after effective date of award	7 business days
3	Management Plan Final	C.6.2	30 days after effective date of award	7 business days
4	Annual Work Plans Final	C.6.3	First year: 10 days after COR review and thereafter by NLT September 25 each year	7 business days

CLIN	Deliverable Title	Content Description	Due Date	COR Clearance period
5	Outreach and Communications Plan Final	C.6.4	30 days after effective date of award	7 business days
6	Emergency Preparedness and Response Plan	C.6.5	100 days after effective date of award	N/A
7	Branding Implementation and Marking Plan Final	Section D	30 days after effective date of award	7 business days
<b>Periodic Reports</b>				
8	Quarterly Performance Report (a Periodic Progress Report)	C.7.1.b	NLT 30 days after end of the reporting period (USG federal fiscal quarter)	7 business days
9	Annual Performance Report (a Periodic Progress Report)	C.7.1.c	October 30 of each year	7 business days
10	Final Program Report Draft	C.7.1.d	NLT 30 days before the end of the contract performance period	7 business days
11	Final Program Report	C.7.1.d	NLT 30 days after the end of the contract performance period	7 business days
12	Quarterly Financial Estimated Accrual Reports	C.7.2	Quarterly, NLT 10 days prior to the end of the federal fiscal reporting quarter.	7 business days
13	Success Stories	C.7.4	Monthly commencing Month 10 following the effective date of the award.	3 business days
<b>Activity-Based Tasks and Deliverables</b>				
<b>Activity 1: Development of Literacy Materials</b>				
14	Module 1: Literacy and Numeracy TOC	C.4.1.1.1	NLT 3 months from contract effective date	3 business days
15	Module 1: Literacy and Numeracy Draft	C.4.1.1.1	NLT 5 months from contract effective date	10 business days
16	Module 1: Literacy and Numeracy Final	C.4.1.1.1	NLT 7 months from contract effective date	10 business days
17	Module 2: Life Skills TOC	C.4.1.1.1	NLT 3 months from contract effective date	3 business days
18	Module 2: Life Skills Draft	C.4.1.1.1	NLT 5 months from contract effective date	10 business days

CLIN	Deliverable Title	Content Description	Due Date	COR Clearance period
19	Module 2: Life Skills Final	C.4.1.1.1	NLT 7 months from contract effective date	10 business days
20	Module 3: Entrepreneurial Skills TOC	C.4.1.1.1	NLT 3 months from contract effective date	3 business days
21	Module 3: Entrepreneurial Skills Draft	C.4.1.1.1	NLT 5 months from contract effective date	10 business days
22	Module 3: Entrepreneurial Skills Final	C.4.1.1.1	NLT 7 months from contract effective date	10 business days
23	Module 4: Access to Finance TOC	C.4.1.1.1	NLT 3 months from contract effective date	3 business days
24	Module 4: Access to Finance Draft	C.4.1.1.1	NLT 5 months from contract effective date	10 business days
25	Module 4: Access to Finance Final	C.4.1.1.1	NLT 7 months from contract effective date	10 business days
26	Module 5: Nutrition Education TOC	C.4.1.1.1	NLT 3 months from contract effective date	3 business days
27	Module 5: Nutrition Education Draft	C.4.1.1.1	NLT 5 months from contract effective date	10 business days
28	Module 5: Nutrition Education Final	C.4.1.1.1	NLT 7 months from contract effective date	10 business days
29	Training of Trainers Manual TOC	C.4.1.1.1	NLT 3 months from contract effective date	3 business days
30	Training of Trainers Manual Draft	C.4.1.1.1	NLT 5 months from contract effective date	10 business days
31	Training of Trainers Manual Final	C.4.1.1.1	NLT 7 months from contract effective date	10 business days
32	Five Module Guide Books TOC	C.4.1.1.1	NLT 3 months from contract effective date	3 business days
33	Set of Five Module Guide Books Draft	C.4.1.1.1	NLT 5 months from contract effective date	10 business days
34	Final Set of Five Module Guide Books	C.4.1.1.1	NLT 7 months from contract effective date	10 business days
35	Module 1 Pre-Test, Post-Test + Answer Key	C.4.1.1.1	NLT 7 months from contract effective date	10 business days
36	Module 2 Pre-Test, Post-Test + Answer Key	C.4.1.1.1	NLT 7 months from contract effective date	10 business days
37	Module 3 Pre-Test, Post-Test + Answer Key	C.4.1.1.1	NLT 7 months from contract effective date	10 business days

CLIN	Deliverable Title	Content Description	Due Date	COR Clearance period
38	Module 4 Pre-Test, Post-Test + Answer Key	C.4.1.1.1	NLT 7 months from contract effective date	10 business days
39	Module 5 Pre-Test, Post-Test + Answer Key	C.4.1.1.1	NLT 7 months from contract effective date	10 business days
40	Business Literacy Program Pre-Test, Post-Test + Answer Key	C.4.1.1.1	NLT 7 months from contract effective date	10 business days
41	Nepali and English hardcopy of all training materials accepted as Final	C.4.1.1.1	NLT 9 months from contract effective date	7 business days
<b>Activity 2: Training of Trainers</b>				
42	Selection Plan for Master Trainers and Community Trainers Draft	C.4.1.2	NLT 5 months from contract effective date	3 business days
43	Selection Plan for Master Trainers and Community Trainers Final	C.4.1.2	NLT 6 months from contract effective date	3 business days
44	TOT Training Delivery Plan Draft	C.4.1.2	NLT 6 months from contract effective date	3 business days
45	TOT Training Delivery Plan Final	C.4.1.2	NLT 7 months from contract effective date	3 business days
46	Delivery of Training to Master Trainers	C.4.1.2	NLT the end of 9 months from contract effective date: Master Trainers trained for delivery to Community Trainers in at least 10 districts; Final Master Trainers course concluded NLT 22 months after contract effective date for delivery of Community Trainers training with all 20 districts represented	N/A
47	Delivery of Training to Community Trainers	C.4.1.2	NLT the end of 9 months from contract effective date: Community Trainers trained for delivery to beneficiaries in at least 10 districts; Final Community Trainers course concluded NLT 22 months after contract effective date for delivery of beneficiary training with all 20 districts represented	N/A
<b>Activity 3: Delivery of Business Literacy Training to Beneficiaries</b>				

CLIN	Deliverable Title	Content Description	Due Date	COR Clearance period
48	Beneficiary Selection Criteria - Draft	C.4.1.3	NLT 7 months from contract effective date	3 business days
49	Beneficiary Selection Criteria - Final	C.4.1.3	NLT 8 months from contract effective date	3 business days
50	Beneficiary Training Schedule - Draft	C.4.1.3	NLT 8 months from contract effective date	3 business days
51	Beneficiary Training Schedule - Final	C.4.1.3	NLT 9 months from contract effective date	3 business days
52	Business Literacy Program Pre-Test Administered and Graded	C.4.1.3	NLT 10 months from contract effective date: Test administered and graded for at least 24,000 beneficiaries from at least 10 districts; Final pre-program testing concluded and graded NLT 23 months after contract effective date for all beneficiaries in all 20 districts	N/A
53	Module 1 Training and Testing	C.4.1.3	NLT at the end of 14 months from contract effective date: Module 1 Training and Testing completed for at least 24,000 beneficiaries from at least 10 districts; The final Module 1 course must be completed NLT 27 months following the effective date of the contract.	N/A
54	Module 2 Training and Testing	C.4.1.3	NLT at the end of 15 months from contract effective date: Module 2 Training and Testing completed for at least 24,000 beneficiaries from at least 10 districts; The final Module 2 course must be completed NLT 28 months following the effective date of the contract	N/A
55	Module 3 Training and Testing	C.4.1.3	NLT at the end of 17 months from contract effective date: Module 3 Training and Testing completed for at least 24,000 beneficiaries from at least 10 districts; The final Module 3 course must be completed NLT 30 months following the effective date of the contract	N/A
56	Module 4 Training and Testing	C.4.1.3	NLT at the end of 21 months from contract effective date: Module 4 Training and Testing completed for at least 24,000 beneficiaries from at least 10 districts; The final Module 4 course must be completed NLT 34 months following the effective date of the contract	N/A
57	Module 5 Training and Testing	C.4.1.3	NLT at the end of 22 months from contract effective date: Module 5 Training and Testing completed for at least 24,000 beneficiaries from at least 10 districts; The final Module 5 course must be completed NLT 35 months following the effective date of the contract	N/A
58	Business Literacy Program Post-Test Administered and Graded	C.4.1.3	NLT the 5th day of the 23rd month from the contract effective date: Testing completed for at least 24,000 beneficiaries from at least 10 districts; Final pre-program testing concluded and graded by the 5th day of the 36th month following the contract effective date for all beneficiaries in all 20 districts	N/A
	<b>General and Administrative Requirements</b>			

CLIN	Deliverable Title	Content Description	Due Date	COR Clearance period
59	Management Burden (Sections C.5, C.9 and other USG compliance)	C.5, C.9, and C.7.1.a.	Monthly Program Management Report (a Periodic Progress Report) is due with payment request	5 business days
60	Implementation of Branding Implementation and Marking Plan and Outreach and Communications Plan	C.6.4, Section D, and C.7.1.a.	Monthly Program Management Report (a Periodic Progress Report) is due with payment request	5 business days
61	M&E Plan Implementation (includes M&E Key personnel expense)	C.6.1, and Section C.7.1.a	Monthly Program Management Report (a Periodic Progress Report) is due with payment request	5 business days

Acceptance means the deliverable complies with the Contractual requirements: Section C for content and format and Section F for due dates

NTE means "Not to Exceed"

N/A means "Not Applicable"

NLT means "Not Later Than"

**[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 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 will 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: XXX-X-XX-XXXX-XX]			
Line Item No.	Description	Amt vouchered to date	Amt vouchered this period
001	Product/Service Desc. for Line Item 001	\$XXXX.XX	\$ XXXX.XX
002	Product/Service Desc. for Line Item 002	XXXX.XX	XXXX.XX
Total		XXXX.XX	XXXX.XX

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

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

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

(b) Local currency payment. The Contractor is fully responsible for the proper expenditure and control of local currency, if any, provided under this Contract. Local currency will be provided to the Contractor in accordance with written instructions provided by the Mission Director. The

written instructions will also include accounting, vouchering, and reporting procedures. A copy of the instructions will 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 will 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 must 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 PAYING OFFICE**

The paying office for this Contract is:

Office of the Controller (OC)  
USAID/Nepal  
GPO Box 295  
US Embassy, Maharajgunj  
Kathmandu, Nepal

Payment requests must be submitted to: [payments-kathmandu@usaid.gov](mailto:payments-kathmandu@usaid.gov)

## **G.3 CONTRACTING OFFICER'S REPRESENTATIVE (COR)**

The Contracting Officer's Representative for the basic Contract is

TBD

The COR's duties and responsibilities are described in the Delegation Letter executed by the Contracting Officer a copy of which will be provided by USAID to the Contractor.

The COR is located at:  
Social, Environmental and Economic Development (SEED)  
USAID/Nepal  
GPO Box No. 295  
U.S. Embassy, Maharajgunj  
Kathmandu, Nepal

## **G.4 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 COR is authorized by designation to take any or all action with respect to the following which could lawfully be taken by the Contracting Officer, except any action specifically prohibited by the terms of this Contract:

(1) Assure that the Contractor performs the technical requirements of the Contract in accordance with the Contract terms, conditions, and specifications.

(2) Perform or cause to be performed, inspections necessary in connection with a) above and require the Contractor to correct all deficiencies; perform acceptance for the Government.

(3) Maintain all liaison and direct communications with the Contractor. Written communications with the Contractor and documents must 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.

**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 Level of Effort (LOE). All Contractual agreements, commitments, or modifications which involve prices, quantities, quality, and schedules will be made only by the Contracting Officer.

(c) The Contractor is required to meet no less than quarterly with the COR and annually with the Contracting Officer concerning performance of items delivered under this Contract and any other administration or technical issues. Problem areas should be brought to the immediate attention of the Contracting Officer.

(d) In the absence of the designated COR, the alternate COR, as designated by the Contracting Officer in the COR designation letter, will take care of all functions originally delegated to the COR. However, whenever an alternate COR is acting for the COR, this will immediately be communicated to the Contractor.

(e) Contractual Problems - Contractual problems, of any nature, that may arise during the life of the Contract must be handled in conformance with specific public laws and regulations (i.e. Federal Acquisition Regulation and Agency for International Development Acquisition Regulation). The Contractor and the COR must bring all Contracting problems to the immediate attention of the Contracting Officer. Only the Contracting Officer is authorized to formally resolve such problems. The Contracting Officer will be responsible for resolving legal issues, determining Contract scope and interpreting Contract terms and conditions. The Contracting Officer is the sole authority authorized to approve changes in any of the requirements under this Contract. Notwithstanding any clause contained elsewhere in this Contract, the said authority remains solely with the Contracting Officer. These changes include, but will not be limited to the following areas: scope of work, price, quantity, technical specifications, delivery schedules, and Contract terms and conditions. In the event the Contractor effects any changes at the direction of any other person other than the Contracting Officer, the change will be considered to have been made without authority.

(f) Failure by the Contractor to 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.

The Administrative Contracting Officer is:

Shirley L. Baldwin

Located at:

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

## **G.5 ACCOUNTING AND APPROPRIATION DATA**

**TBD**

**[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.

NUMBER DATE	TITLE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1) AIDAR 48 CFR Chapter 7

### H.2 LIMITATION ON SUBCONTRACTING TO NON-LOCAL ENTITIES (MAY 2012) (ADS 302.3.5.17)

\*(a) Applicability. This clause applies to i) contracts that have been awarded to those local entities under the authority of and as defined in Section 7077 of Public Law 112-74, the Consolidated Appropriations Act, 2012 (P.L. 112-74), also known as "Local Competition Authority" and ii) contracts awarded to local entities (as defined in in Section 7077 of Public Law 112-74) under the authority at AIDAR 706.302-70.

\*(b) By submission of an offer and execution of a contract, the Offeror/Contractor agrees that in performance of the contract for—

- (1) Services (except construction), at least 50 percent of the cost of contract performance incurred for personnel must be expended for employees of the prime/local entity.
- (2) Supplies (other than procurement from a non-manufacturer of such supplies), the prime/ local entity concern must perform work for at least 50 percent of the cost of manufacturing the supplies, not including the cost of materials.
- (3) General construction, the prime/ local entity concern will perform at least 15 percent of the cost of the contract, not including the cost of materials, with its own employees.
- (4) Construction by special trade Contractors, the concern will perform at least 25 percent of the cost of the contract, not including the cost of materials, with its own employees.

\*(c) By submission of an offer and execution of a contract, the Offeror/Contractor represents that it is an individual, a corporation, a nonprofit organization, or another body of persons that—

- (1) is legally organized under the laws of;
- (2) has as its principal place of business or operations in; and
- (3) either is--
  - (A) majority owned by individuals who are citizens or lawful permanent residents of; or
  - (B) managed by a governing body the majority of whom are citizens or lawful permanent residents of;
 a country in which this contract will be primarily performed.

\*(d) For purposes of this clause, 'majority owned' and 'managed by' include, without limitation, beneficiary interests and the power, either directly or indirectly, whether exercised or exercisable, to control the election, appointment, or tenure of the organization's managers or a majority of the organization's governing body by any means.

**H.3 AIDAR 752.225-70 SOURCE AND NATIONALITY REQUIREMENTS (FEB 2012)  
(Class Deviation No. OAA-DEV-12-01c)**

(a) Except as may be specifically approved by the Contracting Officer, the Contractor must procure all commodities (e.g., equipment, materials, vehicles, supplies) and services (including commodity transportation services) in accordance with the requirements at 22 CFR Part 228 "Rules on Procurement of Commodities and Services Financed by USAID Federal Program Funds." The authorized source for procurement is Geographic Code 937, unless otherwise specified in the schedule of this contract. Guidance on eligibility of specific goods or services may be obtained from the Contracting Officer.

(b) Ineligible goods and services. The Contractor must not procure any of the following goods or services under this contract:

- (1) Military equipment
- (2) Surveillance equipment
- (3) Commodities and services for support of police and other law enforcement activities
- (4) Abortion equipment and services
- (5) Luxury goods and gambling equipment, or
- (6) Weather modification equipment.

(c) Restricted goods. The Contractor must obtain prior written approval of the Contracting Officer or comply with required procedures under an applicable waiver as provided by the Contracting Officer when procuring any of the following goods or services:

- (1) Agricultural commodities,
- (2) Motor vehicles,
- (3) Pharmaceuticals and contraceptive items
- (4) Pesticides,
- (5) Fertilizer,
- (6) Used equipment, or
- (7) U.S. government-owned excess property.

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

**H.4 AIDAR 752.7004 EMERGENCY LOCATOR INFORMATION (JUL 1997)**

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

- (1) The individual's full name, home address, and telephone number.

(2) The name and number of the contract, and whether the individual is an employee or dependent.

(3) The contractor's name, home office address, and telephone number, including any after-hours emergency number(s), and the name of the contractor's home office staff member having administrative responsibility for the contract.

(4) The name, address, and telephone number(s) of each individual's next of kin.

(5) Any special instructions pertaining to emergency situations such as power of attorney designees or alternate contact persons.

**H.5 AIDAR 752.7005 SUBMISSION REQUIREMENTS FOR DEVELOPMENT EXPERIENCE DOCUMENTS (SEPTEMBER 2013) (Class Deviation OAA-DEV-13-01c)**

(a) Contract Reports and Information/Intellectual Products.

(1) Within thirty (30) calendar days of obtaining the Contracting Officer Representative's approval, the contractor must submit to USAID's Development Experience Clearinghouse (DEC) one copy each of reports and information products which describe, communicate or organize program/project development assistance activities, methods, technologies, management, research, results and experience. These reports include: assessments, evaluations, studies, technical and periodic reports, annual and final reports, and development experience documents (defined as documents that (1) describe the planning, design, implementation, evaluation, and results of development assistance; and (2) are generated during the life cycle of development assistance programs or activities.) The Contractor must also submit copies of information products including training materials, publications, databases, computer software programs, videos and other intellectual deliverable materials required under the Contract Schedule. The following information is not to be submitted:

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

(ii) The contractor's information that is incidental to award administration, such as financial, administrative, cost or pricing, or management information.

(2) Within thirty (30) calendar days after completion of the contract, the contractor must submit to the DEC any reports that have not been previously submitted and an index of all reports and information/intellectual products referenced in paragraph (a)(1) of this clause.

(b) Submission requirements. The contractor must review the DEC Web site for the most up-to-date submission instructions, including the DEC address for paper submissions, the document formatting and the types of documents to be submitted. The submission instructions can be found at: <https://dec.usaid.gov>.

(1) Standards.

(i) Material must not include financially sensitive information or personally identifiable information (PII) such as social security numbers, home addresses and dates of birth. Such information must be removed prior to submission.

(ii) All submissions must conform to current USAID branding requirements.

(iii) Contract reports and information/intellectual products can be submitted in either electronic (preferred) or paper form. Electronic documentation must comply with Section 508 of the Rehabilitation Act of 1973.

(iv) The electronic submissions must consist of only one electronic file, which comprises the complete and final equivalent of the paper copy. In the case of databases and computer software the submissions must also include necessary descriptive information, e.g., special backup or data compression routines, software used for storing/retrieving submitted data, or program installation instructions.

(v) Electronic documents must be in one of the National Archives and Records Administration (NARA)-approved formats as described in NARA guidelines related to the transfer of permanent E-records. (See <http://www.archives.gov/records-mgmt/initiatives/transfer-to-nara.html>).

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

## **H.6 INSURANCE AND SERVICES**

(a) Pursuant to AIDAR 752.228-3 Worker's Compensation Insurance (Defense Base Act); USAID's DBA insurance carrier is Allied World Assurance Company (AWAC):

Allied World Assurance Company is the only insurance underwriter authorized to write DBA insurance under USAID contracts effective March 1, 2010. To obtain DBA insurance, Contractors are to contact Allied World Assurance Company's agent, AON Risk Insurance Services, Inc.:

### **AON Risk Insurance Services West, Inc.**

199 Fremont St., Suite 1400  
San Francisco, CA 94105  
Fred Robinson (Primary Contact)  
E-mail: [Fred.Robinson@aon.com](mailto:Fred.Robinson@aon.com)  
Phone: (415)-486-7516

### **AON Risk Insurance Services East, Inc.**

1120 20<sup>th</sup> St., N.W., Suite 600  
Washington D.C.  
Ellen Rowan (Primary Contact)  
E-mail: [Ellen.Rowan@aon.com](mailto:Ellen.Rowan@aon.com)  
Phone: (202)-862-5306

Fax: (415)-486-7059  
 Angela Falcone (Secondary Contact)  
 E-mail: [Angela.Falcone@aon.com](mailto:Angela.Falcone@aon.com)  
 Phone: (415)-486-7000

Fax: (202)-429-8530  
 Chris Thompson (Secondary Contact)  
 E-mail: [Chris.Thompson@aon.com](mailto:Chris.Thompson@aon.com)  
 Phone: (202)-862-5302

(b) For local employees worker's compensation insurance must be provided and maintained for employees injured while working under all Contracts that are financed by USAID. The Contractor agrees to provide employees with worker's compensation benefits as required by the laws of Nepal. The Contractor must obtain workers' compensation insurance for employees from any of the local insurance companies and provide proof of the insurance to USAID/Nepal prior to Contract approval. The Contractor shall insert a clause similar to this clause in all Subcontracts.

#### **H.7 AIDAR 752.228-70 MEDICAL EVACUATION (MEDEVAC) SERVICES (JULY 2007)**

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

(b) Exceptions:

(i) The Contractor is not required to provide MEDEVAC insurance to eligible employees and their dependents with a health program that includes sufficient MEDEVAC coverage as approved by the Contracting Officer.

(ii) The Mission Director may make a written determination to waive the requirement for such coverage.

The determination must be based on findings that the quality of local medical services or other circumstances obviate the need for such coverage for eligible employees and their dependents located at post.

(c) The Contractor must insert a clause similar to this clause in all subcontracts that require performance by Contractor employees overseas.

#### **H.8 LANGUAGE REQUIREMENTS**

Contractor personnel and/or consultants shall have English and other language proficiency, such as Nepali and other ethnic languages appropriate to the geographic location of activities, to perform required technical services as required in this contract.

#### **H.9 SUBCONTRACTING CONSENT**

(a) Consent to subcontract to the organizations listed below that were proposed as part of the Contractor's project team will be deemed to be granted at the time of contract award, unless the Contractor is otherwise notified by the Contracting Officer in writing. The Contractor

shall seek consent to subcontract for all other subcontractors not named below from the Contracting Officer in accordance with FAR 52.244-2 "Subcontracts".

No subcontract consents are granted at the time of award.

- (b) Subcontractor salaries which comprise the Level of Effort described in Section F of this Contract are subject to COR and Contracting Officer's approval in accordance with Section F.
- (c) Construction subcontracts for small scale infrastructure shall be under the Simplified Acquisition Threshold and awarded on a fixed price basis. Construction for purposes of this Contract means: construction, alteration, or repair (including dredging and excavation) of buildings, structures, or other real property and includes, without limitation, improvements, renovation, alteration and refurbishment. The term includes, without limitation, roads, power plants, buildings, bridges, water treatment facilities, and vertical structures. Construction subcontracts, if any, must include the required clauses and provisions of FAR and AIDAR and are subject to Contracting Officer review and consent.
- (d) The Contractor is required to ensure that all applicable clauses are flowed down to the subcontractor. The Contracting Officer's consent to subcontract does not constitute a determination of the acceptability of the subcontract terms, conditions or price, or the reasonableness, allowability or allocability of costs, and does not relieve the Contractor of any obligations under the Contract.

#### **H.10 EXECUTIVE ORDER AND LAWS ON TERRORIST FINANCING**

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. Presidential Executive Orders (in particular **E.O. 13224**) and U.S. law prohibit transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. In addition, **FAR 25.701** prohibits agencies and their contractors and subcontractors from acquiring any supplies or services from individuals or organizations, if any proclamation, EO, Office of Foreign Assets Control (OFAC) regulation, or statute administered by OFAC prohibits the transaction.

This provision must be included in all subcontracts/subawards issued under this contract/agreement.

#### **H.11 FOREIGN GOVERNMENT DELEGATIONS TO INTERNATIONAL CONFERENCES (ADS 302.4.2)**

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 in USAID's "Guidance on Funding Foreign Government Delegations to International Conferences" or as approved by the Contracting Officer.

#### **H.12 REPORTING OF FOREIGN TAXES (JULY 2007) (ADS 302.3.5.5)**

- (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 and email.
  - (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 is 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 reported in the report for Lesotho (or South Africa).
  - (6) Any reimbursements received by the contractor during the period in (4) regardless of when the foreign tax was assessed and any reimbursements on the taxes reported in (4) received through March 31.
  - (7) Report is required even if the contractor did not pay any taxes during the report period.
  - (8) Cumulative reports may be provided if the contractor is implementing more than one program in a foreign country.
- (c) Definitions. For purposes of this clause:
  - (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 custom duties assessed by a foreign government on a commodity. It does not include foreign sales taxes.
- (d) Where. Submit the reports to:
  - Controller
  - Office of the Controller
  - United States Agency for International Development
  - G.P.O. Box 295, U.S. Embassy,
  - Maharajgunj, Kathmandu
  - Nepal
- (e) Subagreements. The contractor must include this reporting requirement in all applicable subcontracts and other subagreements.
- (f) For further information see <http://www.state.gov/m/rm/c10443.htm>.

**H.13 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 (See Section H.14).
- (b) Reimbursement of the employee's base annual salary plus overseas recruitment incentive, if any, which exceed the USAID Contractor Salary Threshold (USAID CST) must be approved in writing by the Contracting Officer.

**H.14 ADDITIONAL REQUIREMENTS FOR PERSONNEL COMPENSATION**

[THIS SECTION RESERVED]

**H.15 HOMELAND SECURITY PRESIDENTIAL DIRECTIVE-12 (HSPD-12) (ADS 302.3.5.13)**

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

**H.16 HOST COUNTRY SALARY SUPPLEMENT (ADS 302.3.3 (b) (6) & (AIDAR 752.231-71))**

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

(a) Salary supplements are payments made that augment an employee's base salary or premiums, overtime, extra payments, incentive payment and allowances for which the HG employee would qualify under HG rules or practice for the performance of his/her regular duties or work performed during his/hers regular office hours. Per diem, invitational travel, honoraria and payment for work carried out outside of normal working hours are not considered to be salary supplements.

(b) Salary supplements to HG Employees are not allowable without the written approval of the Contracting Officer.

**H.17 USAID DISABILITY POLICY (AAPD 04-17)**

(a) The objectives of the USAID Disability Policy are (1) to enhance the attainment of United States foreign assistance program goals by promoting the participation and equalization of opportunities of individuals with disabilities in USAID policy, country and sector strategies, activity designs and implementation; (2) to increase awareness of issues of people with disabilities both within USAID programs and in host countries; (3) to engage other U.S. government agencies, host country counterparts, governments, implementing organizations and other donors in fostering a climate of nondiscrimination against people with disabilities; and (4) to support international advocacy for people with disabilities. The full text of the policy paper can be found at the following website: [http://pdf.dec.org/pdf\\_docs/PDABQ631.pdf](http://pdf.dec.org/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 ENVIRONMENTAL COMPLIANCE (ADS 204.5)**

- (a) The Foreign Assistance Act of 1961, as amended, Section 117 requires that the impact of USAID's activities on the environment be considered and that USAID include environmental sustainability as a central consideration in designing and carrying out its development programs. This mandate is codified in Federal Regulations (22 CFR 216) and in USAID's Automated Directives System (ADS) Parts 201.5.10g and 204 (<http://www.usaid.gov/policy/ADS/200/>), which, in part, require that the potential environmental impacts of USAID-financed activities are identified prior to a final decision to proceed and that appropriate environmental safeguards are adopted for all activities. Contractor environmental compliance obligations under these regulations and procedures are specified in the following paragraphs of this Contract.
- (b) In addition, the Contractor must comply with host country environmental regulations unless otherwise directed in writing by USAID. In case of conflict between host country and USAID regulations, the latter shall govern.
- (c) No activity funded under this Contract will be implemented unless an environmental threshold determination, as defined by 22 CFR 216, has been reached for that activity, as documented in a Request for Categorical Exclusion (RCE), Initial Environmental Examination (IEE), or Environmental Assessment (EA) duly signed by the Bureau Environmental Officer (BEO). (Hereinafter, such documents are described as "approved Regulation 216 environmental documentation.")
- (d) An Initial Environmental Examination (IEE) dated December 20, 2010 (See Section J, Attachment 6) has been approved for the project funding this Contract. The IEE covers activities expected to be implemented under this Contract. USAID has determined that a Negative Determination with conditions applies to one or more of the proposed activities. This indicates that if these activities are implemented subject to the specified conditions, they are expected to have no significant adverse effect on the environment. The Contractor shall be responsible for implementing all IEE conditions pertaining to activities to be funded under this Contract.
- (e) As part of its initial Work Plan, and all Annual Work Plans thereafter, the Contractor, in collaboration with the USAID COR and Mission Environmental Officer or Bureau Environmental Officer, as appropriate, shall review all ongoing and planned activities under this contract to determine if they are within the scope of the approved Regulation 216 environmental documentation.
- (f) If the Contractor plans any new activities outside the scope of the approved Regulation 216 environmental documentation, it shall prepare an amendment to the documentation for USAID review and approval. No such new activities shall be undertaken prior to receiving written USAID approval of environmental documentation amendments.
- (g) Any ongoing activities found to be outside the scope of the approved Regulation 216 environmental documentation shall be halted until an amendment to the documentation is submitted and written approval is received from USAID.
- (h) Unless the approved Regulation 216 documentation contains a complete environmental mitigation and monitoring plan (EMMP) or a project mitigation and monitoring (M&M) plan, the contractor shall prepare an EMMP or M&M Plan describing how the contractor

will, in specific terms, implement all IEE and/or EA conditions that apply to proposed project activities within the scope of the award. The EMMP or M&M Plan shall include monitoring the implementation of the conditions and their effectiveness.

- (i) The Contractor shall integrate a completed EMMP or M&M Plan into the initial work plan.
- (j) The Contractor shall integrate an EMMP or M&M Plan into subsequent Annual Work Plans, making any necessary adjustments to activity implementation in order to minimize adverse impacts to the environment.
- (k) A provision for sub-grants is included under this award; therefore, the Contractor will be required to use an Environmental Review Form (ERF) or Environmental Review (ER) checklist using impact assessment tools to screen grant proposals to ensure the funded proposals will result in no adverse environmental impact, to develop mitigation measures, as necessary, and to specific monitoring and reporting. The use of the ERF or ER checklist is called for when the nature of the grant proposals to be funded is not well enough known to make an informed decision about their potential environmental impacts, yet due to the type and extend of the activities to be funded, any adverse impacts are expected to be easily mitigated. Implementation of sub-grant activities cannot go forward until the ERF or ER checklist is completed and approved by USAID. The Contractor is responsible for ensuring that mitigation measures specified by the ERF and ER checklist process are implemented.

#### **H.19 PARTICIPANT TRAINING AND EXCHANGE VISITORS (M.O. No. 253.1)**

Participant Training is a learning activity involving an eligible Nepali taking place in Nepal, U.S., or a third country sponsored in whole or in part by USAID through this award for the purpose of furthering USAID development objectives.

Any Nepali citizen traveling to the United States whose travel USAID funds through this award in whole or in part, directly or indirectly is an Exchange Visitor. Except under exceptional circumstances, all exchange visitors must travel to the U.S. on a J-1 visa and USAID/Nepal will facilitate the administrative processes to apply for the J-1 visa.

#### **Application of ADS 252 and ADS 253**

The Contractor must conform and adhere to USAID's Automated Directives System (ADS) 252 - Visa Compliance for Exchange Visitors, ADS 253 - Participant Training for Capacity Development, The Complete Guide to USAID Visa Compliance Systems (<http://www.usaid.gov/policy/ads/200/252maa.pdf>) as well as USAID/Nepal-specific requirements.

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

- Prepare training implementing plan;
- Select venue and participant;
- Prepare condition of sponsorship;

- Prepare stakeholder compact (as applicable);
- Arrangement of travel, lodging and other logistics;
- Pre-training/departure orientation; and
- Participant monitoring and reporting.

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

Any sub-contracts or grants under this award must also adhere to ADS 252 and 253.

Information on ADS 252 and 253 are available at:

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

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

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

## **H.20 PER DIEM, TRAINING AND TRANSPORTATION RATES FOR GOVERNMENT OF NEPAL TRAINEES**

[THIS SECTION RESERVED]

## **H.21 NONDISCRIMINATION (JUN 2012)**

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

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

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

## **H.22 STANDARDS OF CONDUCT -- IMPROPER BUSINESS PRACTICES**

Corruption or any other improper business practices related to this solicitation and any resulting contract(s) will not be tolerated. Transactions relating to the expenditure of public funds require the highest degree of public trust and an impeccable standard of conduct by Contractors,

subcontractors and any other agent acting in connection with this contract. Examples of such unacceptable behavior include, but are not limited to providing or offering of bribes to any person associated with the contract or any subcontracts; soliciting or accepting kickbacks or bribes; and knowingly making any false or misleading accounting reports or financial statements.

Contractors, subcontractors and any other agents acting under contracts awarded herein are expected to employ due diligence and have internal controls in place towards practicing good governance in execution of the contract. Any one of these entities found to have engaged in illegal activity, improper behavior, or corrupt practices will be subject to corrective actions in accordance with the respective FAR clause (FAR 52.203-13) incorporated into this solicitation and any resulting contract(s).

## **H.23 GENDER CONSIDERATION**

To the greatest extent possible, the Contractor shall seek to include both men and women in all aspects of this program including participation and leadership in (e.g., meetings, training, etc.). The Contractor shall collect, analyze and submit to USAID sex-disaggregated data and proposed actions that will address any identified gender-related issues.

USAID policy requires that gender issues be addressed as appropriate in all USAID-funded activities. The Contractor must look for gender implications or opportunities in the program, seeking to address embedded gender issues and promote gender equity, as appropriate, in all phases of program implementation and internal management. The Contractor must address gender concerns in a fundamental way. Gender indicators must be defined and tracked by the Contractor.

## **H.24 MANAGEMENT OF INFORMATION TECHNOLOGY RESOURCES**

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

### **Information Technology**

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

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

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

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

3. In the event any IT resources are lost, stolen, destroyed or damaged beyond economical repair, the Contractor must promptly notify both the COR and the Contracting Officer.
4. As part of the Property Disposition Plan, the Contractor will provide a separate and final inventory of IT resources. After consultation with the COR and the USAID Office of Information Resource Management, the Contracting Officer will provide disposition instructions to the Contractor. The Contractor shall provide a final report to the COR and Contracting Officer on the final disposition of all IT resources.
5. The Contractor shall comply with the requirements contained in ADS 548, which requires review and approval by the Bureau for Management, Business Consulting and Client Services, Office of the Chief Information Officer (M/CIO/BCCS) in USAID/W of information technology components in which the life-cycle cost of commodities or services (e.g., installation, maintenance, and technical assistance) exceeds \$100,000.

#### **H.25 USAID IMPLEMENTATION OF SECTION 508 OF THE REHABILITATION ACT OF 1973 AND FEDERAL ACQUISITION CIRCULAR (FAC) 97-27 "ELECTRONIC AND INFORMATION TECHNOLOGY ACCESSIBILITY"**

In accordance with CIB 01-21, Contractor shall comply with USAID Implementation of Section 508 of the Rehabilitation Act of 1973 and Federal Acquisition Circular (FAC) 97-27 "Electronic and Information Technology Accessibility. Further information on Section 508 is available via the Internet at:

<http://www.section508.gov>

[http://www.usaid.gov/business/business\\_opportunities/cib/pdf/cib0121.pdf](http://www.usaid.gov/business/business_opportunities/cib/pdf/cib0121.pdf)

#### **H.26 LOCAL TAXES**

Under the bilateral agreement between USAID/Nepal and the GON, development assistance programmatic funds are exempt from taxes to the GON. As such, USAID does not finance any identifiable host country taxes. The Contractor is responsible for asserting and obtaining the necessary tax exemptions and reimbursements. Upon request, USAID/Nepal will provide available documentation to support allowable exemption from incurrence of host country taxes on project-related activities.

#### **H.27 PRESS RELEASES, PUBLIC NOTICES AND MEDIA CONTACTS**

In addition to the requirements of AIDAR 752.7035, the Contractor shall obtain prior COR authorization for all public notices, press releases, interviews and other media contacts.

#### **H.28 GOVERNMENT PROPERTY AND NONEXPENDABLE PROPERTY PURCHASES**

With respect to nonexpendable equipment purchased by the Contractor hereunder, the contractor shall comply with all requirements of the clauses of this contract entitled "Government Property (Cost Reimbursement, Time-and-Material, or Labor-Hour Contracts (FAR 52.245-01) —Government Property -- AID Reporting Requirements (AIDAR 752.245-70), and Title To and Care of Property (AIDAR 752-245-71).

All nonexpendable property exceeding \$500 and all vehicle purchases require prior Contracting Officer approval. No prior approvals are granted with this award.

## **H. 29 DISASTER RISK REDUCTION AND PREPAREDNESS**

Nepal's recurring bouts with floods, landslides, droughts, fires, and disease outbreaks, in addition to its vulnerability to a potential large-scale earthquake necessitate that the U.S. Government and its implementing partners develop sound and comprehensive preparedness and response plans for the protection of staff and program assets.

The Contractor is encouraged to continually seek creative opportunities for incorporating emergency and disaster risk reduction in Contractor activities. This must include awareness raising and advocacy for emergency preparedness and disaster risk reduction within the GON. The Contractor is expected to ensure that training include emergency preparedness and disaster risk reduction elements, and that all program planning and implementation of activities promote disaster resiliency through appropriate steps for emergency preparedness and disaster risk reduction.

### **H.30 VOLUNTARY POPULATION PLANNING ACTIVITIES (JUNE 2008) (AAPD 08-01)**

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

(b) *Prohibition on Abortion-Related Activities*

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

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

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

## **H.31 GEOGRAPHIC AND MANAGEMENT INFORMATION SYSTEMS DELIVERABLES POLICY GUIDANCE**

### **H.31.1 Geo-enabled Performance Management Data**

As per USAID forward policy, one of USAID Nepal's top lines of Indicator is spatially portraying all of its activities. To meet this requirement, USAID implementers will develop a proper data collection and performance monitoring system so as to be able to report geo-enabled performance management data to USAID Nepal.

All performance data has an inherent geographical dimension. USAID Nepal seeks to utilize all performance data in its own GIS system. To facilitate the conversion of the performance data from this award into USAID Nepal's GIS system, a template has to be developed by the Contractor or will be provided.

All data must be collected in a fashion that:

- meets the VDC and Municipality level of disaggregation for the indicators selected in the performance monitoring plan;
- uses standard geographic names determined by the Government of Nepal (a list is available here or from USAID); and
- is able to be arranged in standard database format that can be easily shared between software systems (i.e., the data has unique field names, can be easily converted to a csv or other common file type).

USAID Nepal can provide some guidance to assist the Implementer although these basic standards which are commonly accepted best practices and do not constitute any additional burden on the Implementer.

The basic premise for this lies in asking the basic question of “where” for (a) baseline, (b) results (c) beneficiaries (d) outputs (e) activities and (f) resources and providing answers for those aspects while reporting. This approach of providing spatial dimension to the parameters portraying the USAID activity and reporting is termed as ‘geo-enabled performance reporting’.

There are six components outlined below to include in reporting.

- **Baseline**
  - Is there going to be a baseline study done for the objectives? Then does that study aggregate the data by district or Village Development Community (VDC)? This baseline data disaggregated to proper spatial units, is one of the deliverables.
- **Results:**
  - What results did the project achieve in the districts for each VDC where the project is implemented? The results compared to the baseline?
- **Beneficiaries**
  - Please give us the breakdown of beneficiaries by age, gender, ethnic affiliation, education and occupation, where appropriate, for each VDC in the districts where activity is implemented. In doing so, it is the partner’s responsibility to protect the identity of the individuals. USAID Nepal will only need the numbers.
- **Output: infrastructure/other outputs that impact results**
  - Is there any construction or renovation of infrastructure to meet the objective? If yes, then provide us with the details containing – District, VDC, settlement, coordinates (lat / lon) and cost incurred with photographs taken prior to, during and after the construction/renovation, (including intended objective and beneficiaries of such infrastructure). If it is the linear feature (fencing, canal, road, drainage, power line etc), then a series of coordinates or a GIS shape file is required.

- If the activity is land-based, and covers an area (such as natural resource management unit, landscape unit, lake, forest, agricultural land, national park etc) the outline of the area where the activity is implemented, should be captured and provided to USAID Nepal in a proper geo-database format with relevant photographs prior to during and after intervention.
- **Time bound activities**
  - What are the activities carried out for this objective? Where were those activities taking place and when? The Implementer will provide a list of activities, their location (VDC and settlement, and coordinates), dates and partners involved. Any activity, that leads to an output and then to result, should be structured to capture the essence of time – especially the reporting period.
- **Resources**
  - How much did we spend for each VDC for this objective? The Implementer will provide the figures on expense by agreed reporting period.

### **H.31.2 Geospatial and Other Data**

If the Implementer has collected, purchased, or acquired, any data, spatial or non-spatial, to meet the project goals and objectives, with the funds from US Government, in whole or in part, either as a component or as part of design and implementation of a project, then the Implementer must:

- Document digital spatial data according to Federal Geographic Data Committee (FGDC) Level 1 metadata standards (see [www.fgdc.gov](http://www.fgdc.gov));
- Deliver to USAID digital copies of spatial data with accompanying metadata; and
- Make spatial data available to the public at the cost of reproduction.

(Free tools are available to create this meta data at the following link:  
<http://www.fgdc.gov/metadata/geospatial-metadata-tools>)

### **H.31.3 Regulations**

Geo-spatial data described above is guided and regulated by the following USG regulations, circulars and executive orders:

1. Executive Order 12906 – Signed by the President of United States for sharing and coordinating the production, use and sharing of geospatial data;
2. OMB Circular A-16 – An elaboration on EO 12906;
3. USAID’s Automated Directives System (ADS) 507 – Freedom of Information Act;
4. USAID’s ADS 551 - Data Administration; and
5. USAID’s ADS 557 - Public Information.

**[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.

NUMBER	TITLE	DATE
FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)		
52.202-1	DEFINITIONS	JAN 2012
52.203-3	GRATUITIES	APR 1984
52.203-5	COVENANT AGAINST CONTINGENT FEES	APR 1984
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO SEP 2006 THE GOVERNMENT	
52.203-7	ANTI-KICKBACK PROCEDURES	OCT 2010
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	OCT 2010
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	SEP 2013
52.204-2	SECURITY REQUIREMENTS	AUG 1996
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	MAY 2011
52.204-7	SYSTEM FOR AWARD MANAGEMENT	JUL 2013
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	JAN 2011
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	DEC 2010
52.215-2	AUDIT AND RECORDS—NEGOTIATION	OCT 2010
52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT 1997
52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA	AUG 2011
52.215-11	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA – MODIFICATION	AUG 2011
52.215-12	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA5	OCT 2010
2.215-13	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA–MODIFICATIONS	OCT 2010

52.215-14	INTEGRITY OF UNIT PRICES	OCT 2010
52.216-7	ALLOWABLE COST AND PAYMENT	JUN 2011
52.215-12	SUB-CONTRACTOR COST OR PRICING DATA	OCT 2010
52.215-13	SUB-CONTRACTOR COST OR PRICING DATA–MODIFICATIONS	OCT 2010
52.215-14	INTEGRITY OF UNIT PRICES	OCT 2010
52.216-7	ALLOWABLE COST AND PAYMENT	JUN 2011
52.216-8	FIXED-FEE	JUN 2011
52.217-2	CANCELLATION UNDER MULTIYEAR CONTRACTS	OCT 1997
52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB 1997
52.222-3	CONVICT LABOR	JUN 2003
52.222-35	EQUAL OPPORTUNITY FOR VETERANS	SEP 2010
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	OCT 2010
52.222-37	EMPLOYMENT REPORTS VETERANS	SEP 2010
52.223-6	DRUG-FREE WORKPLACE	MAY 2001
52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING	AUG 2011
52.224-1	PRIVACY ACT NOTIFICATION	APR 1984
52.224-2	PRIVACY ACT	APR 1984
52.225-1	BUY AMERICAN ACT--SUPPLIES	FEB 2009
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUN 2008
52.225-14	INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT	FEB 2000
52.225.25	PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN—REPRESENTATION AND CERTIFICATIONS	DEC 2012
52.227-14	RIGHTS IN DATA – GENERAL	DEC 2007
52.227-16	ADDITIONAL DATA REQUIREMENTS	JUN 1987
52.228-3	WORKER’S COMPENSATION INSURANCE (DEFENSE BASE ACT)	APR 1984
52.228-7	INSURANCE--LIABILITY TO THIRD PERSONS	MAR 1996
52.229-8	TAXES-FOREIGN COST REIMBURSEMENT CONTRACTS	MAR 1990
52.230-1	COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION	MAY 2012
52.230-2	COST ACCOUNTING STANDARDS	MAY 2012
52.230-3	DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES	MAY 2012
52.230-4	DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES – FOREIGN CONCERNOS	MAY 2012
52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS	JUN 2010
52.232-1	PAYMENTS	APR 1984
52.232-17	INTEREST	OCT 2010
52.232-18	AVAILABILITY OF FUNDS	APR 1984
52.232-22	LIMITATION OF FUNDS	APR 1984

52.232-23	ASSIGNMENT OF CLAIMS	JAN 1986
52.232-25	PROMPT PAYMENT	JUL 2013
52.233-1	DISPUTES	JUL 2002
52.233-3	PROTEST AFTER AWARD	AUG 1996
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT 2004
52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	APR 1984
52.242-3	PENALTIES FOR UNALLOWABLE COSTS	MAY 2001
52.242-4	CERTIFICATION OF FINAL INDIRECT COSTS	JAN 1997
52.242-13	BANKRUPTCY	JUL 1995
52.243-2	CHANGES--COST REIMBURSEMENT ALTERNATE I	APR 1984
52.244-2	SUBCONTRACTS ALTERNATE I	JUN 2007
52.244-5	COMPETITION IN SUBCONTRACTING	DEC 1996
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	DEC 2010
52.245-1	GOVERNMENT PROPERTY	APR 2012
52-245-9	USE AND CHARGES	APR 2012
52.246-25	LIMITATION OF LIABILITY--SERVICES	FEB 1997
52.247-63	PREFERENCE FOR U.S. FLAG AIR CARRIERS	JUN 2003
52.248-1	VALUE ENGINEERING	OCT 2010
52.249-6	TERMINATION (COST-REIMBURSEMENT)	MAY 2004
52.249-14	EXCUSABLE DELAYS	APR 1984
52.253-1	COMPUTER GENERATED FORMS	JAN 1991

## AIDAR 48 CFR Chapter 7

752.202-1	USAID DEFINITIONS CLAUSE -- GENERAL SUPPLEMENT FOR USE IN ALL USAID CONTRACTS	JAN 1990
752.204-2	SECURITY REQUIREMENTS	
752.209-71	ORGINIZATIONAL CONFLICTS OF INTERESTS DISCOVERED AFTER AWARD	JUN 1993
752.211-70	LANGUAGE AND MEASUREMENT	JUN 1992
752.227-14	RIGHTS IN DATA - GENERAL	OCT 2007
752.228-3	WORKER'S COMPENSATION INSURANCE (DEFENSE BASE ACT)	
752.228-7	INSURANCE-LIABILITY TO THIRD PERSONS	
752.228-70	MEDICAL EVACUATION (MEDVAC) SERVICES	JUL 2007
752.231-71	SALARY SUPPLEMENTS FOR HG EMPLOYEES	OCT 1998
752.242-70	PERIODIC PROGRESS REPORTS	OCT 2007
752.245-70	GOVERNMENT PROPERTY --USAID REPORTING REQUIREMENTS	
752.245-71	TITLE TO CARE AND PROPERTY	APR 1984
752.7001	BIOGRAPHICAL DATA	JUL 1997
752.7002	TRAVEL AND TRANSPORTATION	JAN 1990
752.7003	DOCUMENTATION FOR PAYMENT	NOV 1998
752.7006	NOTICES	APR 1984
752.7007	PERSONNEL COMPENSATION	JUL 2007
752.7008	USE OF GOVERNMENT FACILITIES OR PERSONNEL	APR 1984
752.7010	CONVERSION OF U.S. DOLLARS TO LOCAL CURRENCY	APR 1984

752.7011	ORIENTATION AND LANGUAGE TRAINING	APR 1984
752.7013	CONTRACTOR-MISSION RELATIONSHIPS	OCT 1989
752.7014	NOTICE OF CHANGES IN TRAVEL REGULATIONS	JAN 1990
752.7015	USE OF POUCH FACILITIES	JUL 1997
752.7018	HEALTH AND ACCIDENT COVERAGE FOR USAID PARTICIPANT TRAINEES	JAN 1999
752.7019	PARTICIPANT TRAINING	JAN 1999
752.7023	REQUIRED VISA FORM FOR USAID PARTICIPANTS	APR 1984
752.7025	APPROVALS	APR 1984
752.7027	PERSONNEL	DEC 1990
752.7028	DIFFERENTIALS AND ALLOWANCES	JUL 1996
752.7029	POST PRIVILEGES	JUL 1993
752.7031	LEAVE AND HOLIDAYS	OCT 1989
752.7033	PHYSICAL FITNESS	JUL 1997
752.7034	ACKNOWLEDGEMENT AND DISCLAIMER	DEC 1991
752.7035	PUBLIC NOTICES	DEC 1991

**I.2 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT  
(APR 2010)**

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

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

“Full cooperation”—

(1) Means disclosure to the Government of the information sufficient for law enforcement to identify the nature and extent of the offense and the individuals responsible for the conduct. It includes providing timely and complete response to Government auditors’ and investigators’ request for documents and access to employees with information;

(2) Does not foreclose any Contractor rights arising in law, the FAR, or the terms of the Contract. It does not require—

(i) A Contractor to waive its attorney-client privilege or the protections afforded by the attorney work product doctrine; or

(ii) Any officer, director, owner, or employee of the Contractor, including a sole proprietor, to waive his or her attorney client privilege or Fifth Amendment rights; and

(3) Does not restrict a Contractor from—

(i) Conducting an internal investigation; or

(ii) Defending a proceeding or dispute arising under the Contract or related to a potential or disclosed violation.

“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).

“SubContract” means any Contract entered into by a SubContractor to furnish supplies or services for performance of a prime Contract or a SubContract.

“SubContractor” means any supplier, distributor, vendor, or firm that furnished supplies or services to or for a prime Contractor or another SubContractor.

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

*(b) Code of business ethics and conduct.*

(1) Within 30 days after Contract award, unless the Contracting Officer establishes a longer time period, the Contractor shall—

- (i) Have a written code of business ethics and conduct; and
- (ii) Make a copy of the code available to each employee engaged in performance of the Contract.

(2) The Contractor shall—

- (i) Exercise due diligence to prevent and detect criminal conduct; and
- (ii) Otherwise promote an organizational culture that encourages ethical conduct and a commitment to compliance with the law.

(3)(i) The Contractor shall timely disclose, in writing, to the agency Office of the Inspector General (OIG), with a copy to the Contracting Officer, whenever, in connection with the award, performance, or closeout of this Contract or any SubContract thereunder, the Contractor has credible evidence that a principal, employee, agent, or SubContractor of the Contractor has committed—

(A) A violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 of the United States Code; or

(B) A violation of the civil False Claims Act ([31 U.S.C. 3729-3733](#)).

(ii) The Government, to the extent permitted by law and regulation, will safeguard and treat information obtained pursuant to the Contractor's disclosure as confidential where the information has been marked "confidential" or "proprietary" by the company. To the extent permitted by law and regulation, such information will not be released by the Government to the public pursuant to a Freedom of Information Act request, [5 U.S.C. Section 552](#), without prior notification to the Contractor. The Government may transfer documents provided by the Contractor to any department or agency within the Executive Branch if the information relates to matters within the organization's jurisdiction.

(iii) If the violation relates to an order against a Government wide acquisition Contract, a multi-agency Contract, a multiple-award schedule Contract such as the Federal Supply Schedule, or any other procurement instrument intended for use by multiple agencies, the Contractor shall notify the OIG of the ordering agency and the IG of the agency responsible for the basic Contract.

(c) Business ethics awareness and compliance program and internal control system. This paragraph (c) does not apply if the Contractor has represented itself as a small business concern pursuant to the award of this Contract or if this Contract is for the acquisition of a commercial item as defined at FAR [2.101](#). The Contractor shall establish the following within 90 days after Contract award, unless the Contracting Officer establishes a longer time period:

(1) An ongoing business ethics awareness and compliance program.

(i) This program shall include reasonable steps to communicate periodically and in a practical manner the Contractor's standards and procedures and other aspects of the Contractor's business ethics awareness and compliance program and internal control system, by conducting effective training programs and otherwise disseminating information appropriate to an individual's respective roles and responsibilities.

(ii) The training conducted under this program shall be provided to the Contractor's principals and employees, and as appropriate, the Contractor's agents and SubContractors.

(2) An internal control system.

(i) The Contractor's internal control system shall—

(A) Establish standards and procedures to facilitate timely discovery of improper conduct in connection with Government Contracts; and

(B) Ensure corrective measures are promptly instituted and carried out.

(ii) At a minimum, the Contractor's internal control system shall provide for the following:

(A) Assignment of responsibility at a sufficiently high level and adequate resources to ensure effectiveness of the business ethics awareness and compliance program and internal control system.

(B) Reasonable efforts not to include an individual as a principal, whom due diligence would have exposed as having engaged in conduct that is in conflict with the Contractor's code of business ethics and conduct.

(C) Periodic reviews of company business practices, procedures, policies, and internal controls for compliance with the Contractor's code of business ethics and conduct and the special requirements of Government Contracting, including—

(1) Monitoring and auditing to detect criminal conduct;

(2) Periodic evaluation of the effectiveness of the business ethics awareness and compliance program and internal control system, especially if criminal conduct has been detected; and

(3) Periodic assessment of the risk of criminal conduct, with appropriate steps to design, implement, or modify the business ethics awareness and compliance program and the internal control system as necessary to reduce the risk of criminal conduct identified through this process.

(D) An internal reporting mechanism, such as a hotline, which allows for anonymity or confidentiality, by which employees may report suspected instances of improper conduct, and instructions that encourage employees to make such reports.

(E) Disciplinary action for improper conduct or for failing to take reasonable steps to prevent or detect improper conduct.

(F) Timely disclosure, in writing, to the agency OIG, with a copy to the Contracting Officer, whenever, in connection with the award, performance, or closeout of any Government Contract performed by the Contractor or a SubContract thereunder, the Contractor has credible evidence that a principal, employee, agent, or SubContractor of the Contractor has committed a violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title [18 U.S.C.](#) or a violation of the civil False Claims Act ([31 U.S.C. 3729-3733](#)).

(1) If a violation relates to more than one Government Contract, the Contractor may make the disclosure to the agency OIG and Contracting Officer responsible for the largest dollar value Contract impacted by the violation.

(2) If the violation relates to an order against a Government wide acquisition Contract, a multi-agency Contract, a multiple-award schedule Contract such as the Federal Supply Schedule, or any other procurement instrument intended for use by multiple agencies, the Contractor shall notify the OIG of the ordering agency and the IG of the agency responsible for the basic Contract, and the respective agencies' Contracting officers.

(3) The disclosure requirement for an individual Contract continues until at least 3 years after final payment on the Contract.

(4) The Government will safeguard such disclosures in accordance with paragraph (b)(3)(ii) of this clause.

(G) Full cooperation with any Government agencies responsible for audits, investigations, or corrective actions.

(d) *SubContracts.*

(1) The Contractor shall include the substance of this clause, including this paragraph (d), in SubContracts that have a value in excess of \$5,000,000 and a performance period of more than 120 days.

(2) In altering this clause to identify the appropriate parties, all disclosures of violation of the civil False Claims Act or of Federal criminal law shall be directed to the agency Office of the Inspector General, with a copy to the Contracting Officer.

### **I.3 52.204-1 APPROVAL OF CONTRACT (DEC 1989)**

This Contract is subject to the written approval of the Contracting Officer, USAID/Nepal, and will not be binding until so approved.

#### **I.4 52.204-7 52.204-7 SYSTEM FOR AWARD MANAGEMENT (JUL 2013)**

(a) Definitions. As used in this provision—

“Data Universal Numbering System (DUNS) number” means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities. “Data Universal Numbering System +4 (DUNS+4) number” means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional System for Award Management records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at [Subpart 32.11](#)) for the same concern.

“Registered in the System for Award Management (SAM) database” means that—

- (1) The offeror has entered all mandatory information, including the DUNS number or the DUNS+4 number, the Contractor and Government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see [Subpart 4.14](#)) into the SAM database;
- (2) The offeror has completed the Core, Assertions, and Representations and Certifications, and Points of Contact sections of the registration in the SAM database;
- (3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The offeror will be required to provide consent for TIN validation to the Government as a part of the SAM registration process; and
- (4) The Government has marked the record “Active”.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “DUNS” or “DUNS +4” followed by the DUNS or DUNS +4 number that identifies the offeror’s name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the SAM database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number—

- (i) Via the Internet at <http://fedgov.dnb.com/webform> or if the offeror does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or
- (ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The offeror should indicate that it is an offeror for a U.S. Government contract when contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

- (i) Company legal business.
- (ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
- (iii) Company Physical Street Address, City, State, and ZIP Code.
- (iv) Company Mailing Address, City, State and ZIP Code (if separate from physical).
- (v) Company Telephone Number.
- (vi) Date the company was started.
- (vii) Number of employees at your location.

- (viii) Chief executive officer/key manager.
- (ix) Line of business (industry).
- (x) Company Headquarters name and address (reporting relationship within your entity).
- (d) If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.
- (e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

**I.5 52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JUL 2013)**

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

“Executive” means officers, managing partners, or any other employees in management positions. “First-tier subcontract” means a subcontract awarded directly by the Contractor for the purpose of acquiring supplies or services (including construction) for performance of a prime contract. It does not include the Contractor’s supplier agreements with vendors, such as long-term arrangements for materials or supplies that benefit multiple contracts and/or the costs of which are normally applied to a Contractor’s general and administrative expenses or indirect costs.

“Months of award” means the month in which a contract is signed by the Contracting Officer or the month in which a first-tier subcontract is signed by the Contractor.

“Total compensation” means the cash and noncash dollar value earned by the executive during the Contractor’s preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

(1) *Salary and bonus.*

(2) *Awards of stock, stock options, and stock appreciation*

*rights.* Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Financial Accounting Standards Board’s Accounting Standards Codification (FASB ASC) 718, Compensation-Stock Compensation.

(3) *Earnings for services under non-equity incentive*

*plans.* This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

(4) *Change in pension value.* This is the change in present value of defined benefit and actuarial pension plans.

(5) *Above-market earnings on deferred compensation which is not tax-qualified.*

(6) Other compensation, if the aggregate value of all such other compensation (*e.g.*, severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

(b) Section 2(d)(2) of the Federal Funding Accountability and Transparency Act of 2006 (Pub. L. 109-282), as amended by section 6202 of the Government Funding Transparency Act of 2008 (Pub. L. 110-252), requires the Contractor to report information on subcontract awards. The law requires all reported information be made public, therefore, the Contractor is responsible for notifying its subcontractors that the required information will be made public.

(c) Nothing in this clause requires the disclosure of classified information

(d)(1) *Executive compensation of the prime contractor.* As a part of its annual registration requirement in the System for Award Management (SAM) database (FAR provision [52.204-7](#)), the Contractor shall report the names and total compensation of each of the five most highly

compensated executives for its preceding completed fiscal year, if—(i) In the Contractor’s preceding fiscal year, the Contractor received—

(A) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance; and (B) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance; and

(ii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>.)

(2) *First-tier subcontract information.* Unless otherwise directed by the contracting officer, or as provided in paragraph (h) of this clause, by the end of the month following the month of award of a first-tier subcontract with a value of \$25,000 or more, the Contractor shall report the following information at <http://www.fsrs.gov> for that first-tier subcontract. (The Contractor shall follow the instructions at <http://www.fsrs.gov> to report the data.)

(i) Unique identifier (DUNS Number) for the subcontractor receiving the award and for the subcontractor's parent company, if the subcontractor has a parent company.

(ii) Name of the subcontractor.

(iii) Amount of the subcontract award.

(iv) Date of the subcontract award.

(v) A description of the products or services (including construction) being provided under the subcontract, including the overall purpose and expected outcomes or results of the subcontract.

(vi) Subcontract number (the subcontract number assigned by the Contractor).

(vii) Subcontractor’s physical address including street address, city, state, and country. Also include the ninedigit zip code and congressional district.

(viii) Subcontractor’s primary performance location including street address, city, state, and country. Also include the nine-digit zip code and congressional district.

(ix) The prime contract number, and order number if applicable.

(x) Awarding agency name and code.

(xi) Funding agency name and code.

(xii) Government contracting office code.

(xiii) Treasury account symbol (TAS) as reported in FPDS.

(xiv) The applicable North American Industry Classification System code (NAICS).

(3) *Executive compensatioin of the first-tier subcontractor.* Unless otherwise directed by the Contracting Officer, by the end of the month following the month of award of a first-tier subcontract with a value of \$25,000 or more, and annually thereafter (calculated from the prime contract award date), the Contractor shall report the names and total compensation of each of the five most highly compensated executives for that first-tier subcontractor for the first-tier subcontractor’s preceding completed fiscal year at <http://www.fsrs.gov> , if—

(i) In the subcontractor’s preceding fiscal year, the subcontractor received—

(A) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance; and (B) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance; and (ii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the

Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>.)

(e) The Contractor shall not split or break down first-tier subcontract awards to a value less than \$25,000 to avoid the reporting requirements in paragraph (d).

(f) The Contractor is required to report information on a first-tier subcontract covered by paragraph (d) when the subcontract is awarded. Continued reporting on the same subcontract is not required unless one of the reported data elements changes during the performance of the subcontract. The Contractor is not required to make further reports after the first-tier subcontract expires.

(g)(1) If the Contractor in the previous tax year had gross income, from all sources, under \$300,000, the Contractor is exempt from the requirement to report subcontractor awards.

(2) If a subcontractor in the previous tax year had gross income from all sources under \$300,000, the Contractor does not need to report awards for that subcontractor.

(h) The FSRS database at <http://www.fsrs.gov> will be prepopulated with some information from SAM and FPDS databases. If FPDS information is incorrect, the contractor should notify the contracting officer. If the SAM database information is incorrect, the contractor is responsible for correcting this information.

#### **I.6 52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013)**

(a) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIS) on a semi-annual basis, throughout the life of the contract, by posting the required information in the System for Award Management database via <https://www.acquisition.gov>.

(b) As required by section 3010 of the Supplemental Appropriations Act, 2010 (Pub. L. 111-212), all information posted in FAPIS on or after April 15, 2011, except past performance reviews, will be publicly available. FAPIS consists of two segments—

(1) The non-public segment, into which Government officials and the Contractor post information, which can only be viewed by—

(i) Government personnel and authorized users performing business on behalf of the Government; or

(ii) The Contractor, when viewing data on itself; and

(2) The publicly-available segment, to which all data in the non-public segment of FAPIS is automatically transferred after a waiting period of 14 calendar days, except for—

(i) Past performance reviews required by subpart 42.15;

(ii) Information that was entered prior to April 15, 2011; or

(iii) Information that is withdrawn during the 14-calendar-day waiting period by the Government official who posted it in accordance with paragraph (c)(1) of this clause.

(c) The Contractor will receive notification when the Government posts new information to the Contractor's record.

(1) If the Contractor asserts in writing within 7 calendar days, to the Government official who posted the information, that some of the information posted to the non-public segment of FAPIS is covered by a disclosure exemption under the Freedom of Information Act, the Government official who posted the information must within 7 calendar days remove the posting from FAPIS and resolve the issue in accordance with agency Freedom of Information procedures, prior to reposting the releasable information. The contractor must cite 52.209-9 and request removal within 7 calendar days of the posting to FAPIS.

(2) The Contractor will also have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associated information is retained, *i.e.*, for a total period of 6 years. Contractor comments will remain a part of the record unless the Contractor revises them.

(3) As required by section 3010 of Pub. L. 111-212, all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available.

(d) Public requests for system information posted prior to April 15, 2011, will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.

#### **I.7 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)**

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor delivered in no less than 60 days prior to the expiration date of the Contract.

#### **I.8 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 delivered in no less than 60 days prior to the expiration date of the Contract; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed three years and six months.

#### **I.9 52.222-50 COMBATING TRAFFICKING IN PERSONS (FEB 2009)**

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

“Coercion” means—

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

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

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

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

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

- (1) By threats of serious harm to, or physical restraint against, that person or another person;

(2) By means of any scheme, plan, or pattern intended to cause the person to believe that, if the person did not perform such labor or services, that person or another person would suffer serious harm or physical restraint; or

(3) By means of the abuse or threatened abuse of law or the legal process.

“Involuntary servitude” includes a condition of servitude induced by means of—

(1) Any scheme, plan, or pattern intended to cause a person to believe that, if the person did not enter into or continue in such conditions, that person or another person would suffer serious harm or physical restraint; or

(2) The abuse or threatened abuse of the legal process.

“Severe forms of trafficking in persons” means—

(1) Sex trafficking in which a commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age; or

(2) The recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

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

(b) *Policy.* The United States Government has adopted a zero tolerance policy regarding trafficking in persons. Contractors and Contractor employees shall not—

(1) Engage in severe forms of trafficking in persons during the period of performance of the Contract;

(2) Procure commercial sex acts during the period of performance of the Contract; or

(3) Use forced labor in the performance of the Contract.

(c) *Contractor requirements.* The Contractor shall—

(1) Notify its employees of—

(i) The United States Government’s zero tolerance policy described in paragraph (b) of this clause; and

(ii) The actions that will be taken against employees for violations of this policy. Such actions may include, but are not limited to, removal from the Contract, reduction in benefits, or termination of employment; and

(2) Take appropriate action, up to and including termination, against employees or SubContractors that violate the policy in paragraph (b) of this clause.

(d) *Notification.* The Contractor shall inform the Contracting Officer immediately of—

(1) Any information it receives from any source (including host country law enforcement) that alleges a Contractor employee, SubContractor, or SubContractor employee has engaged in conduct that violates this policy; and

(2) Any actions taken against Contractor employees, SubContractors, or SubContractor employees pursuant to this clause.

(e) *Remedies.* In addition to other remedies available to the Government, the Contractor’s failure to comply with the requirements of paragraphs (c), (d), or (f) of this clause may result in—

(1) Requiring the Contractor to remove a Contractor employee or employees from the performance of the Contract;

(2) Requiring the Contractor to terminate a SubContract;

(3) Suspension of Contract payments;

(4) Loss of award fee, consistent with the award fee plan, for the performance period in which the Government determined Contractor non-compliance;

(5) Termination of the Contract for default or cause, in accordance with the termination clause of this Contract; or

(6) Suspension or debarment.

(f) *SubContracts.* The Contractor shall include the substance of this clause, including this paragraph (f), in all SubContracts.

(g) *Mitigating Factor*. The Contracting Officer may consider whether the Contractor had a Trafficking in Persons awareness program at the time of the violation as a mitigating factor when determining remedies. Additional information about Trafficking in Persons and examples of awareness programs can be found at the website for the Department of State's Office to Monitor and Combat Trafficking in Persons at <http://www.state.gov/g/tip>.

#### **I.10 52.227-23 RIGHTS TO PROPOSAL DATA (TECHNICAL) (JUN 1987)**

Except for data contained on pages (n/a), it is agreed that as a condition of award of this Contract, and notwithstanding the conditions of any notice appearing thereon, the Government shall have unlimited rights (as defined in the "Rights in Data--General" clause contained in this Contract) in and to the technical data contained in the proposal dated \_\_\_\_ upon which this Contract is based.

#### **I.11 52.229-7 TAXES—FIXED-PRICE CONTRACTS WITH FOREIGN GOVERNMENTS (FEB 2013)**

- (a) "Contract date," as used in this clause, means the date set for bid opening or, if this is a negotiated contract or a modification, the effective date of this contract or modification.
- (b)(1) The contract price, including the prices in any subcontracts under this contract, does not include any tax or duty that the Government of the United States and the Government of \_\_\_\_ [*insert name of the foreign government*] have agreed shall not apply to expenditures made by the United States in \_\_\_\_ [*insert name of country*], or any tax or duty not applicable to this contract or any subcontracts under this contract, pursuant to the laws of \_\_\_\_ [*insert name of country*]. If any such tax or duty has been included in the contract price, through error or otherwise, the contract price shall be correspondingly reduced.
- (2) Taxes imposed under 26 U.S.C. 5000C may not be included in the contract price.
- (c) If, after the contract date, the Government of the United States and the Government of \_\_\_\_ [*insert name of the for foreign government*] agree that any tax or duty included in the contract price shall not apply to expenditures by the United States in \_\_\_\_ [*insert name of country*], the contract price shall be reduced accordingly.
- (d) No adjustment shall be made in the contract price under this clause unless the amount of the adjustment exceeds \$250.

#### **I.12 52.232-25 PROMPT PAYMENT (JUL 2013)**

Notwithstanding any other payment clause in this contract, the Government will make invoice payments under the terms and conditions specified in this clause. The Government considers payment as being made on the day a check is dated or the date of an electronic funds transfer (EFT). Definitions of pertinent terms are set forth in sections 2.101, 32.001, and 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see paragraph (a)(4) of this clause concerning payments due on Saturdays, Sundays, and legal holidays.)

- (a) *Invoice payments*—(1) *Due date*.(i) Except as indicated in paragraphs (a)(2) and (c) of this clause, the due date for making invoice payments by the designated payment office is the later of the following two events:
- (A) The 30th day after the designated billing office receives a proper invoice from the Contractor (except as provided in paragraph (a)(1)(ii) of this clause).
- (B) The 30th day after Government acceptance of supplies delivered or services performed. For a final invoice, when the payment amount is subject to contract settlement actions, acceptance is deemed to occur on the effective date of the contract settlement.

(ii) If the designated billing office fails to annotate the invoice with the actual date of receipt at the time of receipt, the invoice payment due date is the 30th day after the date of the Contractor's invoice, provided the designated billing office receives a proper invoice and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(2) *Certain food products and other payments.* (i) Due dates on Contractor invoices for meat, meat food products, or fish; perishable agricultural commodities; and dairy products, edible fats or oils, and food products prepared from edible fats or oils are—

(A) For meat or meat food products, as defined in section 2(a)(3) of the Packers and Stockyard Act of 1921 (7 U.S.C. 182(3)), and as further defined in Pub. L. 98-181, including any edible fresh or frozen poultry meat, any perishable poultry meat food product, fresh eggs, and any perishable egg product, as close as possible to, but not later than, the 7th day after product delivery.

(B) For fresh or frozen fish, as defined in section 204(3) of the Fish and Seafood Promotion Act of 1986 (16 U.S.C. 4003(3)), as close as possible to, but not later than, the 7th day after product delivery.

(C) For perishable agricultural commodities, as defined in section 1(4) of the Perishable Agricultural Commodities Act of 1930 (7 U.S.C. 499a(4)), as close as possible to, but not later than, the 10th day after product delivery, unless another date is specified in the contract.

(D) For dairy products, as defined in section 111(e) of the Dairy Production Stabilization Act of 1983 (7 U.S.C. 4502(e)), edible fats or oils, and food products prepared from edible fats or oils, as close as possible to, but not later than, the 10th day after the date on which a proper invoice has been received. Liquid milk, cheese, certain processed cheese products, butter, yogurt, ice cream, mayonnaise, salad dressings, and other similar products, fall within this classification. Nothing in the Act limits this classification to refrigerated products. When questions arise regarding the proper classification of a specific product, prevailing industry practices will be followed in specifying a contract payment due date. The burden of proof that a classification of a specific product is, in fact, prevailing industry practice is upon the Contractor making the representation. (ii) If the contract does not require submission of an invoice for payment (*e.g.*, periodic lease payments), the due date will be as specified in the contract.

(3) *Contractor's invoice.* The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in paragraphs (a)(3)(i) through (a)(3)(x) of this clause. If the invoice does not comply with these requirements, the designated billing office will return it within 7 days after receipt (3 days for meat, meat food products, or fish; 5 days for perishable agricultural commodities, dairy products, edible fats or oils, and food products prepared from edible fats or oils), with the reasons why it is not a proper invoice. The Government will take into account untimely notification when computing any interest penalty owed the Contractor.

(i) Name and address of the Contractor.

(ii) Invoice date and invoice number. (The Contractor should date invoices as close as possible to the date of the mailing or transmission.)

(iii) Contract number or other authorization for supplies delivered or services performed (including order number and contract line item number).

(iv) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.

(v) Shipping and payment terms (*e.g.*, shipment number and date of shipment, discount for prompt payment terms). Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

(vii) Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice.

(viii) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(ix) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision (*e.g.*, 52.232-38, Submission of Electronic Funds Transfer Information with Offer), contract clause (*e.g.*, 52.232-33, Payment by Electronic Funds Transfer—System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer—Other Than System for Award Management), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(x) Any other information or documentation required by the contract (*e.g.*, evidence of shipment).

(4) *Interest penalty.* The designated payment office will pay an interest penalty automatically, without request from the Contractor, if payment is not made by the due date and the conditions listed in paragraphs (a)(4)(i) through (a)(4)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday, the designated payment office may make payment on the following working day without incurring a late payment interest penalty.

(i) The designated billing office received a proper invoice.

(ii) The Government processed a receiving report or other Government documentation authorizing payment, and there was no disagreement over quantity, quality, or Contractor compliance with any contract term or condition.

(iii) In the case of a final invoice for any balance of funds due the Contractor for supplies delivered or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

(5) *Computing penalty amount.* The Government will compute the interest penalty in accordance with the Office of Management and Budget prompt payment regulations at 5 CFR Part 1315.

(i) For the sole purpose of computing an interest penalty that might be due the Contractor, Government acceptance is deemed to occur constructively on the 7th day (unless otherwise specified in this contract) after the Contractor delivers the supplies or performs the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. If actual acceptance occurs within the constructive acceptance period, the Government will base the determination of an interest penalty on the actual date of acceptance. The constructive acceptance requirement does not, however, compel Government officials to accept supplies or services, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(ii) The prompt payment regulations at 5 CFR 1315.10(c) do not require the Government to pay interest penalties if payment delays are due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance, or on amounts temporarily withheld or retained in accordance with the terms of the contract. The Government and the Contractor shall resolve claims involving disputes and any interest that may be payable in accordance with the clause at FAR 52.233-1, Disputes.

(6) *Discounts for prompt payment.* The designated payment office will pay an interest penalty automatically, without request from the Contractor, if the Government takes a discount for prompt payment improperly. The Government will calculate the interest penalty in accordance with the prompt payment regulations at 5 CFR Part 1315.

(7) *Additional interest penalty.*(i) The designated payment office will pay a penalty amount, calculated in accordance with the prompt payment regulations at 5 CFR Part 1315 in addition to the interest penalty amount only if—

- (A) The Government owes an interest penalty of \$1 or more;
  - (B) The designated payment office does not pay the interest penalty within 10 days after the date the invoice amount is paid; and
  - (C) The Contractor makes a written demand to the designated payment office for additional penalty payment, in accordance with paragraph (a)(7)(ii) of this clause, postmarked not later than 40 days after the invoice amount is paid.
- (ii)(A) The Contractor shall support written demands for additional penalty payments with the following data. The Government will not request any additional data. The Contractor shall—
- (1) Specifically assert that late payment interest is due under a specific invoice, and request payment of all overdue late payment interest penalty and such additional penalty as may be required;
  - (2) Attach a copy of the invoice on which the unpaid late payment interest is due; and
  - (3) State that payment of the principal has been received, including the date of receipt.
- (B) If there is no postmark or the postmark is illegible—
- (1) The designated payment office that receives the demand will annotate it with the date of receipt, provided the demand is received on or before the 40th day after payment was made; or
  - (2) If the designated payment office fails to make the required annotation, the Government will determine the demand's validity based on the date the Contractor has placed on the demand, provided such date is no later than the 40th day after payment was made.
- (iii) The additional penalty does not apply to payments regulated by other Government regulations (*e.g.*, payments under utility contracts subject to tariffs and regulation).
- (b) *Contract financing payment.* If this contract provides for contract financing, the Government will make contract financing payments in accordance with the applicable contract financing clause.
- (c) *Fast payment procedure due dates.* If this contract contains the clause at [52.213-1](#), Fast Payment Procedure, payments will be made within 15 days after the date of receipt of the invoice.
- (d) *Overpayments.* If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall—
- (1) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—
    - (i) Circumstances of the overpayment (*e.g.*, duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);
    - (ii) Affected contract number and delivery order number if applicable;
    - (iii) Affected contract line item or subline item, if applicable; and
    - (iv) Contractor point of contact.
  - (2) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

### **I.13 52.233-2 SERVICE OF PROTEST (SEPT 2006)**

- (a) Protests, as defined in section [33.101](#) of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from \_\_\_\_\_.  
[Contracting Officer designate the official or location where a protest may be served on the Contracting Officer.]
- (b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

### **I.14 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://arnet.gov/far/>

**I.15 AIDAR 752.7032 INTERNATIONAL TRAVEL APPROVAL AND NOTIFICATION REQUIREMENTS (JAN 1990)**

Prior written approval by the Contracting Officer is required for all international travel directly and identifiably funded by USAID under this Contract. The Contractor shall therefore present to the Contracting Officer 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 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 shall notify the cognizant Mission, with a copy to the Contracting Officer, of planned travel, identifying the travelers and the dates and times of arrival.

**I.16 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 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.

**I.17 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 U.S. Agency for International Development/Nepal (USAID/Nepal), under the terms of Contract No. [cite this Contract number] . 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 SECTION I]**

**PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS****SECTION J - LIST OF ATTACHMENTS**  
**All Attachments follow Section M of this solicitation**

<b><u>ATTACHMENT #</u></b>	<b><u>TITLE</u></b>
<b>ATTACHMENT 1</b>	<b>DUNS/SAMS REGISTRATION GUIDANCE</b>
<b>ATTACHMENT 2</b>	<b>SAMPLE MARKING PLAN CHART</b>
<b>ATTACHMENT 3</b>	<b>IDENTIFICATION OF PRINCIPAL GEOGRAPHIC CODE</b>
<b>ATTACHMENT 4</b>	<b>BLANKET WAIVER ON MOTOR VEHICLES</b>
<b>ATTACHMENT 5</b>	<b>PRICE SCHEDULE AND PAYMENT TERMS EXCEL FORM</b>
<b>ATTACHMENT 6</b>	<b>INITIAL ENVIRONMENTAL EXAMINATION</b>
<b>ATTACHMENT 7</b>	<b>USAID FORM 1420-17 – CONTRACTOR BIOGRAPHICAL DATA SHEET (not required for Firm-Fixed Price)</b>

A hard copy is attached at the end of this document; however for an electronic version, please locate the form at [http://www.usaid.gov/procurement\\_bus\\_opp/procurement/forms/](http://www.usaid.gov/procurement_bus_opp/procurement/forms/)

**ATTACHMENT 8 SF LLL - DISCLOSURE OF LOBBYING ACTIVITIES**

A hard copy is attached at the end of this document; however for an electronic version, please locate the form at [http://www.usaid.gov/procurement\\_bus\\_opp/procurement/forms/](http://www.usaid.gov/procurement_bus_opp/procurement/forms/)

<b>ATTACHMENT 9</b>	<b>FEED THE FUTURE PROGRAM DISTRICTS MAP</b>
<b>ATTACHMENT 10</b>	<b>KISAN VDCs IN MID-WESTERN AND FAR- WESTERN REGIONS AND LIST</b>
<b>ATTACHMENT 11</b>	<b>FEED THE FUTURE INDICATORS</b>
<b>ATTACHMENT 12</b>	<b>ACCRUALS ESTIMATE REPORT FORMAT</b>
<b>ATTACHMENT 13</b>	<b>SAMPLE TABLES OF CONTENTS FOR LITERACY</b>
<b>ATTACHMENT 14</b>	<b>KISAN PROJECT OFFICE LOCATIONS</b>
<b>ATTACHMENT 15</b>	<b>LOGICAL FRAMEWORK</b>
<b>ATTACHMENT 16</b>	<b>GANTT CHART OF ACTIVITIES 1-3</b>
<b>ATTACHMENT 17</b>	<b>PROGRAM BACKGROUND</b>

**[END OF SECTION J]**

## PART IV – REPRESENTATIONS AND INSTRUCTIONS

### SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

The representations, certifications and other statements as provided herein are applicable to any Contract resulting from this solicitation.

#### K.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.

NUMBER	TITLE	DATE
<b>FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)</b>		
52.203-11	CERTIFICATION AND DISCLOSURE REGARDING SEPT 2007 PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	
52.237-8	RESTRICTION ON SEVERANCE PAYMENTS TO FOREIGN NATIONALS	AUG 2003

#### K.2 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JUL 2013)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is \_\_\_\_\_ *[insert NAICS code]*.

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

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)(1) If the provision at [52.204-7](#), System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the provision at [52.204-7](#) is not included in this solicitation, and the offeror is currently registered in the System for Award Management (SAM), and has completed the Representations and Certifications section of SAM

electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

(i) Paragraph (d) applies.

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

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

(i) [52.203-2](#), Certificate of Independent Price Determination.

This provision applies to solicitations when a firm- fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—

(A) The acquisition is to be made under the simplified acquisition procedures in [Part 13](#);  
 (B) The solicitation is a request for technical proposals under two-step sealed bidding procedures;  
 or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) [52.203-11](#), Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.

(iii) [52.204-3](#), Taxpayer Identification. This provision applies to solicitations that do not include the provision at [52.204-7](#), System for Award Management.

(iv) [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.

(v) [52.209-2](#), Prohibition on Contracting with Inverted Domestic Corporations—Representation. This provision applies to solicitations using funds appropriated in fiscal years 2008, 2009, 2010, or 2012.

(vi) [52.209-5](#), Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(vii) [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.

(viii) [52.215-6](#), Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(ix) [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.

(x) [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.

(xi) [52.222-22](#), Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at [52.222-26](#), Equal Opportunity.

(xii) [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.

(xiii) [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.

(xiv) [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.

(xv) [52.223-4](#), Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA–designated items.

(xvi) [52.225-2](#), Buy American Act Certificate. This provision applies to solicitations containing the clause at [52.225-1](#).

(xvii) [52.225-4](#), Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at [52.225-3](#).

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$77,494, the provision with its Alternate II applies.

(D) If the acquisition value is \$77,494 or more but is less than \$100,000, the provision with its Alternate III applies.

(xviii) [52.225-6](#), Trade Agreements Certificate. This provision applies to solicitations containing the clause at [52.225-5](#).

(xix) [52.225-20](#), Prohibition on Conducting Restricted Business Operations in Sudan—Certification. This provision applies to all solicitations.

(xx) [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.

(xxi) [52.226-2](#), Historically Black College or University and Minority Institution Representation. This provision applies to—

(A) Solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions; and

(B) For DoD, NASA, and Coast Guard acquisitions, solicitations that contain the clause at [52.219-23](#), Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns.

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

[*Contracting Officer check as appropriate.*]

\_\_\_ (i) [52.219-22](#), Small Disadvantaged Business Status.

\_\_\_ (A) Basic.

\_\_\_ (B) Alternate I.

\_\_\_ (ii) [52.222-18](#), Certification Regarding Knowledge of Child Labor for Listed End Products.

\_\_\_ (iii) [52.222-48](#), Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Certification.

\_\_\_ (iv) [52.222-52](#), Exemption from Application of the Service Contract Act to Contracts for Certain Services—Certification.

\_\_\_ (v) [52.223-9](#), with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA—Designated Products (Alternate I only).

\_\_\_ (vi) [52.227-6](#), Royalty Information.

\_\_\_ (A) Basic.

\_\_\_ (B) Alternate I.

\_\_\_ (vii) [52.227-15](#), Representation of Limited Rights Data and Restricted Computer Software.

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

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer. Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations

and certifications posted on SAM.

### **K.3 FAR 52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (MAY 2012)**

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III. Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract. If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

#### **I. DISCLOSURE STATEMENT—COST ACCOUNTING PRACTICES AND CERTIFICATION**

(a) Any contract in excess of \$700,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

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

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

(c) Check the appropriate box below:

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

(i) Original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable; and (ii) One copy to the cognizant Federal auditor. (Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.) Date of Disclosure Statement: \_\_\_\_\_

Name and Address of Cognizant ACO or Federal Official

Where Filed: \_\_\_\_\_

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

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

Date of Disclosure Statement: \_\_\_\_\_

Name and Address of Cognizant ACO or Federal Official

Where Filed: \_\_\_\_\_

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

(3) *Certificate of Monetary Exemption*. The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling \$50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.  (4) *Certificate of Interim Exemption*. The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under paragraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement. CAUTION: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

## II. COST ACCOUNTING STANDARDS—ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE

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

The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately. CAUTION: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$50 million or more.

## III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS

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

Yes  No

## K.4 FAR 52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (APR 2010)

(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 not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of Contracts by any Federal agency;

(B) Have, 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 not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision;

(D) Have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

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

(i) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) *Examples.*

(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. § 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. § 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. § 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(ii) The Offeror has or has not, within a three-year period preceding this offer, had one or more Contracts terminated for default by any Federal agency.

(2) "Principal," for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions). This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to Contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror non responsible.

(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.5 FAR 52.230-7 PROPOSAL DISCLOSURE--COST ACCOUNTING PRACTICE CHANGES (APR 2005)**

The Offeror shall check "yes" below if the Contract award will result in a required or unilateral change in cost accounting practice, including unilateral changes requested to be desirable changes.

Yes  No

If the Offeror checked "Yes" above, the Offeror shall—

(1) Prepare the price proposal in response to the solicitation using the changed practice for the period of performance for which the practice will be used; and

(2) Submit a description of the changed cost accounting practice to the Contracting Officer and the Cognizant Federal Agency Official as pricing support for the proposal.

**K.6 INSURANCE - IMMUNITY FROM TORT LIABILITY**

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

**K.7 SIGNATURE**

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

Solicitation No. \_\_\_\_\_

Offer/Proposal No. \_\_\_\_\_

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

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

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

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

**[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.

<b>NUMBER DATE</b>	<b>TITLE</b>
	<b>FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)</b>
52.204-6	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) JUL 2013 NUMBER

### **L.2 ELIGIBILITY OF OFFERORS**

USAID/Nepal seeks proposals from locally registered Nepali organizations and businesses including a wide range of non-state actors such as non-profit or voluntary organizations, NGOs, consulting firms and for-profit private companies. For profit, as well as not-for-profit organizations, are eligible to submit proposals under this RFP.

To be considered a local organization, an Offeror must: (1) be legally organized under the laws of Nepal; (2) have as its principal place of business or operations in Nepal; and (3) either is (A) majority owned by individuals who are citizens or lawful permanent residents of; or (B) managed by a governing body the majority of whom are citizens or lawful permanent residents of Nepal. "Majority owned" and "managed by" include, without limitation, beneficiary interests and the power, either directly or indirectly, whether exercised or exercisable, to control the election, appointment, or tenure of the organization's managers or a majority of the organization's governing body by any means.

See "Limitations on Subcontracting" Section H.2 for more restrictions.

By submission of an offer and execution of a contract, applicants represent that they are local entities and agree to the limitation on subcontracting above.

Proposals from entities that do not meet these requirements will not be evaluated nor considered for award.

#### **Joint Ventures – Eligibility and Submission Requirements**

Appropriate subcontracts and joint ventures may be reasonable and justified. If two or more local Nepali parties have formed a partnership or joint venture in accordance with FAR 9.6 for purposes of submitting a proposal under this RFP as a single entity, such proposal may be considered, provided: The corporate charter, by laws and/or joint venture or partnership agreement are submitted with the proposal, and provided that the contractor team arrangements are identified, company relationships are fully disclosed, the respective responsibilities, including identification of the firm which will have responsibility for negotiation of the contract, method of

work, expense and overhead allocation and profit or fee are expressly stipulated, and provided further, that the principals to the joint venture agreement agree to be jointly and severally liable for the acts or omission of the other. Moreover, a written memorandum must be submitted explaining why the joint venture makes sense in the performance of this contract, in terms of skills each joint venture brings to the activity.

**L.3 52.209-INFORMATION REGARDING RESPONSIBILITY MATTERS  
(JUL 2013)**

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

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

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

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

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

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

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

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

- (i) In a criminal proceeding, a conviction.
- (ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.
- (iii) In an administrative proceeding, a finding of fault and liability that results in—
  - (A) The payment of a monetary fine or penalty of \$5,000 or more; or
  - (B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

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

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the System for Award Management database via <https://www.acquisition.gov> (see 52.204-7).

**L.4 FAR 52.215-1 INSTRUCTIONS TO OFFERORS—COMPETITIVE ACQUISITION (JAN 2004)**

(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.

- A. 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.
- B. 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 —
  - i. 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
  - ii. 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
  - iii. It is the only proposal received.
- C. 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.
  - i. 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.
  - ii. 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.
  - iii. 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 sub-factors 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 contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful Offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(11) If a post-award debriefing is given to requesting Offerors, the Government shall disclose the following information, if applicable:

(i) The agency's evaluation of the significant weak or deficient factors in the debriefed Offeror's offer.

(ii) The overall evaluated cost or price and technical rating of the successful and the debriefed Offeror and past performance information on the debriefed Offeror.

(iii) The overall ranking of all Offerors, when any ranking was developed by the agency during source selection.

(iv) A summary of the rationale for award.

(v) For acquisitions of commercial items, the make and model of the item to be delivered by the successful Offeror.

(vi) Reasonable responses to relevant questions posed by the debriefed Offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

**L.5 52.204-6 DATA UNIVERSAL NUMBERING SYSTEM NUMBER (JUL 2013)**

(a) *Definition.* “Data Universal Numbering System (DUNS) number”, as used in this provision, means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities, which is used as the identification number for Federal Contractors.

(b) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “DUNS” or “DUNS+4” followed by the DUNS number or “DUNS+4” that identifies the Offeror’s name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet, Inc. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the Offeror to establish additional System for Award Management records for identifying alternative Electronic Funds Transfer (EFT) accounts (see [Subpart 32.11](#)) for the same concern.

(c) If the Offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An Offeror may obtain a DUNS number—

(i) Via the Internet at <http://fedgov.dnb.com/webform> or if the Offeror does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The Offeror should indicate that it is an Offeror for a U.S. Government contract when contacting the local Dun and Bradstreet office.

(2) The Offeror should be prepared to provide the following information:

(i) Company legal business name.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company physical street address, city, state and ZIP Code.

(iv) Company mailing address, city, state and ZIP Code (if separate from physical).

(v) Company telephone number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

**L.6 FAR 52.216-1 TYPE OF CONTRACT (APR 1984)**

The Government contemplates award of a Firm Fixed Price contract resulting from this solicitation.

The Contracting Officer reserves the right to change the contract type prior to award if it is determined to be in the best interest of the USG to do so.

**L.7 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 General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Hand-Carried Address:

Shirley L. Baldwin  
Contracting Officer  
Office of Acquisition and Assistance (OAA)  
Nepal Mission  
United States Agency for International Development  
G.P.O. Box 295  
U. S. Embassy, Maharajgunj  
Kathmandu, Nepal

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

**L.8 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: <http://arnet.gov/far/>

**L.9 GENERAL INSTRUCTIONS TO OFFERORS**

**L.9.1 Format, Delivery and Government Obligation**

(A) The Offeror must submit its proposal no later than the time and date noted in the Solicitation, as amended.

The Offeror must submit the proposal in hard copies as follows:

- one (1) original and three (3) copies of the Technical Proposal; and
- one (1) original and two (2) copies of the Price Proposal.

The hardcopy Technical Proposals and Price Proposals must be accompanied by electronic versions on CD-ROM, one CD-ROM for each type of document, Technical and Price. Technical proposals must be submitted in Word or PDF format as appropriate and the Price Schedule in Excel format with all cells unlocked. All electronic files must be “unlocked”.

For all methods of delivery and formats, the Technical Proposal and Price Schedule must be kept separate from each other and placed in sealed envelopes clearly marked on the outside with the following information:

**Request for Proposals (RFP) No: SOL-367-14-00001**  
**FTF USAID Business Literacy Program- Nepal**  
Contracting Officer  
Office of Acquisition and Assistance  
USAID/Nepal, U.S. Embassy, Maharajgunj  
P.O. Box No. 295  
Kathmandu, Nepal

The proposals may be hand delivered to the front window of the Main Reception Building of the U.S. Embassy, Maharajgunj.

The proposals can be sent **via regular mail or hand-delivered**, but the Offeror is fully responsible to assure that they reach the U.S. Embassy and allow time for routing to the USAID/Nepal Contracting Officer by the due date. All mail and deliveries are subject to U.S. Embassy electronic imagery scanning methods, physical inspection, and deliveries are not date and time stamped by the U.S. Embassy prior to receipt by USAID/Nepal and the Contracting Officer.

**Offerors must not include in Technical Proposals price content or reference pricing data in order that the technical evaluation may be made on the basis of technical merit. Offerors that do not follow these requirements may be disqualified from the competition as determined by the Contracting Officer.**

(B) Government Obligation

The U.S. Government is not obligated to make an award or to pay for any costs incurred by the Offeror in preparation of a proposal in response hereto.

Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order (FAR 52.215-8):

- i. The Schedule including Sections A, B, D, E, F, G, H;
- ii. Representations and other instructions (Section K, L, M);
- iii. Contract Clauses (Section I);
- iv. Other documents, exhibits, and attachments (Section J);
- v. The Specifications (Section C).

#### **L.10 INSTRUCTIONS FOR THE PREPARATION OF THE TECHNICAL PROPOSAL**

The Offeror's Technical Proposal must address how Offeror intends to carry out the requirements of this program with content as required by this section.

Illustrative tables of contents from previous literacy projects are provided in Section J Attachment 13 for information purposes only and are not representative of the appropriate or required training content for this Contract. Offerors are required to attend the Mandatory Pre-proposal conference at the date and time specified in the solicitation. Pre-registration is required. Offerors will be provided with electronic versions of literacy materials developed under previous USAID programs at the pre-proposal conference. This information serves as a resource to all Offerors in order to prepare a price proposal for developing materials required under this Contract in accordance with Section C.4.1.1.

**If the Offeror includes Price information in the Technical Proposal, the Offeror may be**

**disqualified from the competition by determination of the Contracting Officer.**

(a) The technical proposal must be organized according to the directions provided. Offerors that fail to follow directions on format and content may be excluded from consideration by determination of the Contracting Officer.

(b) Offerors must present detailed information only when required by specific RFP instructions in this section.

(c) The technical proposal is limited to 22 pages and shall be written in English and typed on standard 8 1/2" x 11" paper (216 mm by 297 mm paper), single spaced, 12 pt Times New Roman font with no smaller than 1 inch top/bottom margins with each page numbered consecutively. Pages in excess of the page limits stated below will not be evaluated.

(d) Each section of the technical proposal must be clearly identified according to the Table of Contents that follows:

1. Technical Proposal Cover page (limit 1 page)
2. Table of Contents (limit 1 page)
3. Part A: First Year Draft Annual Work Plan (5 pages)
4. Part B: Monitoring and Evaluation Plan Outline (limit 3 pages)
5. Part C: Management Plan (limit 4 pages)
6. Part D: Outreach and Communication Plan and Branding Implementation and Marketing Plan (limit 3 pages)
7. Part E: Past Experience and Current Capabilities (limit 4 pages)
8. Part F: Gender and Social Inclusion Summary Statement (1 page)

Each Offeror's technical proposal must include the following sections:

**L.10.1 Technical Proposal Cover page (1 page)**

On this page, the Offeror is required to identify this submission as the "Technical Proposal in response to Request for Proposals (RFP) No: SOL-367-14-00001 FTF USAID Business Literacy Program - Nepal"

This page provides the full, registered name of the Offeror; all contact information including business address, website, e-mail and telephone number of primary Offeror's primary points of contact on matters concerning this solicitation; Offeror's DUNS number and the Offeror's Nepali tax or other identification number confirming eligibility for consideration for award for this solicitation limited to local competition.

**L.10.2 Table of Contents (1 page)**

The Offeror's Table of Contents must list each Technical Proposal section with page numbers indicated.

**L.10.3 Part A: First Year Draft Annual Work Plan (maximum 5 pages)**

The Offeror must submit a First Year draft Annual Work Plan that describes program implementation for the first year of the USAID/Nepal Business Literacy program. The Offeror must respond succinctly to the requirements for an Annual Work Plan found in Section C.6.3 *with*

*the exception of price information.* The draft Annual Work Plan must include narrative and/or table formats that effectively and clearly communicate the program activities and timeline for the first year and also reflect the Offeror's understanding of the program. (Corresponds to M.2.1.i, and M.2.1.ii)

The required contents are restated here from Section C.6.3 for convenience:

- (e) Identification of annual benchmarks with major milestones including
  - 4. Commencement and completion dates by geographic district in Gantt chart format. (See Section J Attachment 16 for the required format).
  - 5. Specific geographic targets
- (f) Specific strategies for the period to address goals for gender and social inclusion;
- (g) Identification of entities tasked with the completion of the activity (i.e. Contractor, sub-contractor, etc.) and descriptions of their respective roles and responsibilities; and
- (h) Critical assumptions for success.

#### **L.10.4 Part B. Monitoring and Evaluation Plan (maximum 3 pages)**

The Offeror must submit a draft M&E Plan that is responsive to the requirements described in Section C.6.1 with the following required content:

1. Logical Framework (template in Section J, Attachment 15). The required Logical Framework does not count against the page limit.
2. Description of how the performance data will be collected and analyzed.
3. Tentative targets for each indicator (final targets will be set after the completion of the analytical and baseline studies).

(Corresponds to M.2.1.iii)

#### **L.10.5 Part C. Management Plan and Key Personnel (maximum 4-page narrative)**

The Offeror must prepare a draft Management Plan responsive to Section C.6.2. The Management Plan must include the following required content:

8. Contractor's Organizational Chart indicating staff with roles in Contract implementation
9. Clear roles and responsibilities between the Contractor and all sub-contractors with regard to implementation planning, performance monitoring, data collection and management, lines of communication, logistics, and other relevant data;
10. Plan for coordination/collaboration with programs supported by USAID/Nepal; the GON; and other agencies in the target areas;
11. Plan for financial management and access to financial resources to meet cashflow needs (Note: Offerors are cautioned ***not*** to provide specific cost or price data in this response);
12. Plan for recruitment including schedules and targets for social inclusion and gender balance and how to meet them;
13. Plan for implementation logistics including:
  - g. procurements (printing, for example);
  - h. inventory management and distribution;
  - i. venues;
  - j. beneficiary logistics;
  - k. geographic roll-out of activities 2-3; and
  - l. other relevant logistic considerations

14. Plan for adaptability and continuation of contract in the event of unstable political and civil impacts.

The required organizational chart does not count against the page limit.

The Offeror must also provide CVs for each key personnel not to exceed two pages; a dated and signed letter of commitment; and three references for each of the required Key Personnel. Key personnel supporting documents do not count against the page limit for this section. (Corresponds to M.2.1.i and M.2.1.ii)

**L.10.6 Part D: Outreach and Communication Plan and Branding Implementation and Marking Plan (maximum 3-page narrative)**

The Offerors must respond succinctly to the requirements for Outreach and Communication Plan content found in Section C.6.4. In addition, the Contractor must prepare a Branding Implementation Plan and Marking Plan in accordance with Section D. The Offeror's composite narrative response to these requirements must not exceed three narrative pages and a Marking Plan Chart for each of the deliverables and activities in Section F. See Section J Attachment 2 for Sample Marking chart. (Corresponds to M.2.1.iv)

**L.10.7 Part E: Past Experience and Current Capabilities (maximum 4 pages)**

The Offeror must provide past experience information for itself and each subcontractor to demonstrate its capability to perform the work and as a source for determining how well the Offeror and subcontractors performed previous work. (Corresponds to M.2.1.i and M.2.2)

For the Offeror and each subcontractor, the Offeror must list up to three recent (completed within the past five years) and relevant contracts for work similar to the work in the subject proposal. The Offeror should put forth experience in programs of similar magnitude and complexity considering dollar value, duration, engagement with beneficiary population, similar tasks and deliverables, with a similar geographic coverage to this requirement.

Provide for each of the contracts listed above:

1. Scope of work or complexity/diversity of tasks;
2. Primary location(s) of work;
3. Term of performance (award duration);
4. Skills/expertise required;
5. Dollar value;
6. Award type, i.e., fixed price, cost reimbursement, grant, etc.;
7. Implementation success in the areas of gender equality and social inclusion;
8. Reference contact name with job title, phone number, e-mail address;
9. If there are differences between the cited contract and the scope of this program, a brief explanation of the Offeror's current capabilities to meet the requirements of this SOW.

If extraordinary problems impacted any of the referenced contracts, provide a short explanation and the corrective action taken.

USAID/Nepal 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/Nepal requests it.

Offerors are encouraged to use this opportunity to describe any performance awards or recognition that indicate exceptional performance on past contracts or programs similar to the scope described in this solicitation.

#### **L.10.8 Part F: Gender and Social Inclusion (GESI) Statement (maximum 3 pages)**

In carrying out this activity and its various interventions, the successful Offeror must take into consideration gender and social inclusion issues, both in its operations and in its outcomes, so that the successful Offeror will meet the objective of increasing resilience of vulnerable communities and households. This is consistent with USAID/Nepal's explicit policy that all of its activities must be sensitive not only to gender issues, but to inclusion issues as well. Because Nepali society has traditionally discriminated against and excluded people on the basis of gender, caste, and ethnicity, the successful Offeror must specifically recognize these challenges and address them. Thus, the approaches and interventions of the successful Offeror are expected to involve high participation of such households.

Offerors are strongly encouraged to refer to gender analysis and social inclusion documentation, including but not limited to USAID/Nepal's Gender and Inclusion Assessment (2007), which is available through the following link:

[http://pdf.usaid.gov/pdf\\_docs/pnadq654.pdf](http://pdf.usaid.gov/pdf_docs/pnadq654.pdf)

#### **Proposal Requirement:**

The Offeror must submit an original, thoughtful and succinct 3-page narrative describing the ways in which the Contractor will incorporate GESI into the performance of this contract. The content of this submission must include reference to how the Contractor will incorporate GESI into:

1. Development of literacy training materials
2. Instruction of trainers
3. Recruitment of beneficiaries
4. Instruction of beneficiaries
5. Logistics of training delivery
6. Monitoring and Evaluation

The Offeror's GESI for Communication and Outreach Plan must be included as a narrative in the Communication and Outreach Plan draft required with the proposal (See Section L.10.6. Part D and Section C.6.4).

The Offeror's GESI for recruitment of staff, particularly trainers, must be included as a narrative in the Management Plan draft required with the proposal (See Section L.10.5 Part C and Section C.6.2).

This narrative requirement tests the Offeror's understanding of the complexity of this issue. (Corresponds to Section M.2.1 all)

#### **L.11 INSTRUCTIONS FOR THE PREPARATION OF THE PRICE PROPOSAL**

The Offeror must prepare a Price Proposal which represents the Offeror's price including cost and profit to perform the work described in this RFP.

**The Price Proposal must be organized with correct content according to the directions provided. Offerors who fail to follow directions on format and content may be excluded from consideration by determination of the Contracting Officer.**

- (a) Each Offeror must submit a Price Proposal separate from the Technical Proposal (hard copy and electronic version).
- (b) Offerors must present detailed information only when required by specific RFP instructions in this section.
- (c) The Price Proposal shall be written in English and typed on standard 8 1/2" x 11" paper (216 mm by 297 mm paper), single spaced, 12 pt Times New Roman font with no smaller than 1 inch top/bottom margins with each page numbered consecutively. Pages in excess of the limits indicated or supplements to forms where prohibited will not be evaluated. Electronic versions in Excel must be "unlocked".
- (d) Prices must be quoted in Nepali Rupees and USD and the Offeror must indicate the rate of exchange of 85 NPRs per USD and annual rate of inflation used to prepare the price proposal.
- (e) Unbalanced pricing may result in the Offeror's disqualification.
- (f) Each section of the Price Proposal must be clearly identified according to the Table of Contents that follows:
  1. Price Proposal Cover page (limit 1 page)
  2. Table of Contents (limit 1 page)
  3. Part A: Standard Form (SF) 33 (required form provided)
  4. Part B: Proposed Price, Price Schedule and Payment Terms (Section J Attachment 5 form)
  5. Part C: Representations, Certifications, and Other Statements of Offerors (Section K.7 required form provided) and Lobbying Certification (see Attachment 8)
  6. Part D: Evidence of Responsibility (exempt from page limit)
  7. Part E: Letters of Commitment from Subcontractors (exempt from page limit)
  8. Part F: Price Narrative for General and Administrative Requirements (4 page limit)

#### **L.11.1 Price Proposal Cover page (1 page)**

On this page, the Offeror is required to identify this submission as the "Price Proposal in response to Request for Proposals (RFP) No: SOL-367-14-00001 FTF USAID Business Literacy Program - Nepal"

This page provides the full, registered name of the Offeror; all contact information including business address, website, e-mail and telephone number of primary Offeror's primary points of contact on matters concerning this solicitation; Offeror's DUNS number ; and the Offeror's Nepali tax or other identification number along with a statement confirming the Offeror's eligibility as a Nepali organization in accordance with the Agency's definition of local organization.

**L.11.2 Table of Contents (1-page)**

The Offeror's Table of Contents must list each Technical Proposal section with page numbers indicated.

**L.11.3 Part A: Standard Form (SF) 33**

Offerors must submit the cover page (Section A) of this Solicitation [Standard Form (SF) 33, "Solicitation, Offer, and Award"], with Blocks 12 through 18 completed, with an original signature of a person authorized on behalf of the Offeror to sign the offer.

**L.11.4 Part B: Proposed Price, Price Schedule and Payment Terms (Price Schedule, Section J Attachment 5 and narratives)**

a. Offerors must complete the Price Schedule contained in Section J, Attachment 5 indicating the Offeror's price for the completion of each line item and the calculation of the Total Contract Price. This document represents the Offeror's Proposed Price to perform the work described in the RFP and is binding upon execution of a Contract.

b. The Offeror must also include a Life-of-Project Cashflow Projection in quarterly increments that correspond to the work to be performed and the Offeror's plan for obtaining the resources to meet those needs. (3-5 pages)

c. The Offeror must confirm by making a statement in its Price Proposal the utilization of the following exchange rate between Nepali Rupees and USD: "This price proposal is based on the exchange rate of 85 NPRs per USD."

Conditional statements will not be accepted with the Price Schedule and such attachments may render the proposal invalid for award consideration.

(Corresponds to M.3)

**L.11.5 Part C: Representations, Certifications, and Other Statements of Offerors (See Section K.7 of the RFP and Attachment 8, SF LLL Disclosure of Lobbying Activities)**

The Offeror and each proposed subcontractor must complete Section K.7, "Representations, Certifications, and Other Statements of Offeror", and sign and date on the last page in the space provided. The Offeror and each subcontractor must include a Statement of Contingent Fees (SF 119) if required by Section K.

The Offeror must complete and submit Attachment 8, SF LLL Disclosure of Lobbying Activities.

**L.11.6 Part D: Evidence of Responsibility (exempt from page limit)**

A single Offeror, and, if a Joint Venture or Partnership, all parties to the proposal are required to provide evidence of responsibility

The Offeror must submit sufficient evidence of responsibility for the USAID Contracting Officer to make an affirmative determination of responsibility pursuant to the requirements of FAR Subsection 9.104-1. If the Offeror fails to submit sufficient evidence for the USAID Contracting Officer to make an affirmative determination of responsibility, then the Contracting Officer may

make a determination of non-responsibility which precludes a contract award to that Offeror.

To be determined responsible, the Offeror must provide Evidence of Responsibility in narrative that is responsive to the following:

(1) Have adequate financial resources to perform the contract, or the ability to obtain them (see FAR 9.104-3(a)). Evidence would include copies of *audited* balance sheets and profit and loss statements for the last three years. The balance sheets and profit and loss statements for the current fiscal year may be unaudited. The profit and loss statements should include details of the total cost of services sold, and be annotated by either the auditor or Offeror to delineate the Offeror's indirect expense pool(s) and customary indirect cost distribution base(s), if available.

(2) Demonstrate capability to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental commitments;

(3) Have a satisfactory performance record (See FAR 9.104-3(b) and Subpart 42.15);

(4) Have a satisfactory record of integrity and business ethics; and

(5) Have the necessary organization, experience, accounting and operational controls, and technical skills, or the ability to obtain them. (See FAR 9.104-3(a))

**L.11.7 Section E: Letters of Commitment from Subcontractors (exempt from page limit)**

The Offeror's Price Proposal must include a letter, on subcontractor letterhead, and signed by an authorized representative of each subcontractor, which specifically indicates the subcontractor's agreement to be included in the Offeror's proposed teaming arrangement.

**L.11.8 Section F: Price Narrative for General and Administrative Requirements (4 page limit)**

This category of pricing includes the price for the implementation of required activities related to the referenced sections of the RFP on a recurring (monthly) basis and allows for pricing of recurring effort not properly allocated to other Activity deliverables such as the M&E Key personnel.

Due to the nature of the activities under the heading "General and Administrative Requirements", Offerors' approaches could vary widely and therefore pricing may vary widely. A price ceiling has been established for each line item as a parameter for expected effort and which the Offeror may not exceed.

In order to determine price reasonableness for the Offeror's approaches to these line items, the Offeror must submit a narrative price breakdown explaining the types of expenses and frequency from which pricing has been derived. The narrative detail must show how the Offeror will meet the RFP requirements. This narrative includes crucial detail with sufficient specificity to assist USAID to understand the bases for pricing for these activities to reach a conclusion regarding price reasonableness. These line items might include things like salaries, GON engagement, kick-off events and other promotional activities. Detail must include the kinds of staff, the workdays, the types of events and frequency and expected participation, and other data linked to RFP requirements and useful for a reasonable price determination.

Note that the line item for M&E Plan Implementation must include the expense of the M&E key

personnel. Offerors are instructed to take a similar approach and consider staffing needs to implement the management burden of the statement of work, specifically, but not limited to, Sections C.5 and C.9, when providing price narrative for “Management Burden” and similarly for the implementation of Branding and Marking and Outreach and Communications.

Offerors must separate narratives by the General and Administrative category line items which are:

1. Management Burden (see Sections C.5 and C.9 among other requirements)
2. Implementation of Branding Implementation and Marking Plan and Outreach and Communications Plan (see Section 6.4 and Section D)
3. M&E Plan Implementation (includes M&E Key personnel expense; see Section 6.1)

Note: The contract Payment Term for these line items is an even distribution of monthly payments over the course of the program upon acceptance of the required monthly report.

## **L.12 ORAL PRESENTATIONS**

In accordance with FAR 15.102, Offerors may be required to provide an oral presentation and will be notified of the required date and time.

L.12.1. The expense of oral presentation preparation is at the risk of the offeror and the U.S. Government is not responsible for reimbursement of expenses.

L.12.2. The evaluation factors found in Section M.2 will be applied to oral presentations.

L.12.3. Offerors will be required to present content according to the description below in a 50-minute Powerpoint or equivalent presentation. Other types of media are prohibited.

L.12.4. Price information is prohibited during the presentation and offerors may be disqualified for disclosing price information.

L.12.5. Offerors must provide 4 hard copies of the Powerpoint slide presentation with notes or other documented narration of the oral presentation. This must be provided to USAID at the oral presentation appointment prior to the commencement of the presentation. This submission constitutes the record of oral presentation. The Contracting Officer may determine to record presentations in other media.

L.12.6. Content must be derived from the following sections of the Technical Proposal:

1. Technical Proposal Cover page
2. Part A: Annual Work Plan
3. Part B: Monitoring and Evaluation Plan Outline
4. Part C: Management Plan
5. Part D: Outreach and Communication Plan only
6. Part F: Gender and Social Inclusion Summary Statement

L.12.7. Presentations must be carried out by key management personnel of the organization and proposed key personnel for the program, if on staff. The qualifications for key personnel are described in Section C.8.1. Presentations by prospective trainers is preferred.

L.12.8. The location, date, and time for the oral presentations will be announced to all eligible offerors.

L.12.9. The content of exchanges that may occur between the Government's participants and the offeror's representatives during presentations is limited to clarifications of presentation content only and does not permit revisions to hard-copy proposals.

L.12.10. Oral presentations may be used in the evaluation process to complement that of written proposals. In the event of content conflict, written proposals will take precedence over oral presentations. When an oral presentation includes information that the parties intend to include in the contract as material terms or conditions, the information shall be put in writing. Incorporation by reference of oral statements is not permitted.

**[END OF SECTION L]**

## **SECTION M - EVALUATION FACTORS FOR AWARD**

### **M.1 GENERAL INFORMATION**

In accordance with FAR 15.305(b), the Contracting Officer may reject all proposals received in response to this solicitation if doing so is in the best interest of the U.S. Government.

#### **M.1.1 Basis for Contract Award**

This acquisition will utilize Lowest Price Technically Acceptable (LPTA) source selection procedures in accordance with FAR 15.101-2, as supplemented. This is a competitive LPTA best value source selection in which technical acceptability is considered the most important factor. By submission of its offer, the Offeror accepts all solicitation requirements, including terms and conditions, representations and certifications, and technical requirements. All technically acceptable offerors, with satisfactory past performance, shall be treated equally except for their prices. Failure to meet a requirement may result in an offer being determined technically unacceptable. Offerors must clearly identify any exception to the solicitation and conditions and provide complete accompanying rationale.

USAID/Nepal intends to select ONE contractor for award of this effort.

Offers from organizations that are debarred from contracting with the U.S. Government or are not eligible for consideration as a local Nepali organization in accordance with the Agency definition will be excluded from consideration for award.

For the purpose of award, USAID/Nepal shall evaluate offers based on the evaluation factors described below. An unacceptable rating in any subcriterion under the factor will result in an “unacceptable” rating for the factor.

**FACTOR 1** Technical Acceptability (Acceptable/Unacceptable). Offerors will be evaluated against each of the subcriterion in Section M.2. (See M.2).

**FACTOR 2** Satisfactory Past Performance (Acceptable/Unacceptable)

**FACTOR 3** Price

The Government shall also assess and consider risks in the award determination.

The Government may reject all proposals received in response to a solicitation, if doing so is in the best interest of the Government.

#### **M.1.2 Definitions for this section**

**Acceptable** – The proposal aspect has merit; and meets or exceeds the specified performance or capability requirements in a way beneficial to USAID; and increases the likelihood of successful contract performance. The proposal aspect may contain minor weakness(es) which are easily correctable, are not anticipated to have any impact on price, and do not impact the successful performance of the contract.

For the past performance criterion, when performance is evaluated, the outcome is either satisfactory or unsatisfactory. Satisfactory past performance is “acceptable”.

**Unacceptable** – The proposal aspect implies or specifically offers a deviation below the

requirements of the RFP in the specified criterion; or the proposal aspect contains flaw(s) with respect to the criterion which are so substantial, fundamental or central to the Offeror's approach and would require redirection and Technical Proposal redraft. The risk of unsuccessful contract performance is substantially increased by the flaw(s) and the required corrections may have price impacts.

For the past performance criterion, when performance is evaluated, the outcome is either satisfactory or unsatisfactory. Unsatisfactory past performance is "unacceptable" and will disqualify an Offeror from award.

### **M.1.3 Award without Discussions**

The Government intends to award a contract without discussions with Offerors in accordance with FAR 52.215-1.

### **M.1.4 Evaluation of Technical Proposals**

The evaluation factors will serve as the standard against which all technical information will be evaluated.

The technical proposals will be evaluated by a technical evaluation committee using the technical criteria shown in Section M.2 below. When evaluating the competing Offerors, the Government will consider proposal content consistent with the requirements of Section L and any other information obtained by the Government through its own research.

USAID/Nepal may obtain references for personnel from other than the sources identified by the Offeror and may seek references in writing, by telephone, or in person. USAID/Nepal will determine the relevance of these references. USAID/Nepal also reserves the right not to contact the references identified by the Offeror.

USAID/Nepal shall consider past performance information provided by the Offeror, as well as information obtained from any other sources, when evaluating the Offeror's past performance. The evaluation shall take into account past performance information regarding predecessor companies, key personnel who have relevant experience, or subcontractors that will perform major or critical aspects of the requirement when such information is relevant to the instant acquisition. If relevance is in question, the Contracting Officer shall determine the relevance of similar past performance information.

### **M.1.5 Evaluation of Price Proposals**

See Section M.3 for Price Evaluation Criteria

## **M.2 TECHNICAL EVALUATION CRITERIA**

The criteria listed below are presented by major category, so that Offerors will know which areas require emphasis in the preparation of their proposals. These criteria serve as the standard against which all technical information will be evaluated and serve to identify the significant matters which Offerors should address. Unless indicated otherwise, subcriterion listed under each factor are equally important.

The Lowest Price Technically Acceptable Method of evaluation is a method by which Technical

Proposals are deemed “acceptable” or “not acceptable”.

**M.2.1 FACTOR 1: Technical Acceptability (see Sections L.10.3, L.10.4, L.10.5, L.10.6, L.10.7, and L.10.8)**

Gender and Social Inclusion is a cross-cutting programmatic requirement and therefore, the Offeror’s Gender and Social Inclusion Statement (see L.10.8), and GESI narratives in the Communication and Outreach plan (L.10.6) and Management Plan (L.10.5) will be considered in the evaluation of each of the below criterion, as appropriate.

The Offeror’s Technical Comprehension and Approach will be evaluated based on whether the Offeror:

- i. Adequately demonstrates implementation capability which may be determined through information on previous experience; appropriateness of Management Plan; and other proposal documents. (Acceptable/Unacceptable)
- ii. Adequately specifies implementation details and feasible approaches for the timely delivery (logistics) of the required deliverables consistent with program parameters described in the RFP as evidenced by the content of the draft Annual Work Plan and other proposal documents. (Acceptable/Unacceptable)
- iii. Adequately identifies appropriate elements critical to monitoring and evaluation for effective delivery of the required activities. (Acceptable/Unacceptable)
- iv. Adequately meets the program parameter requirements for a draft Outreach and Communication Plan and a draft Branding Implementation and Marking Plan described in this RFP. (Acceptable/Unacceptable)

**M.2.2 FACTOR 2: Satisfactory Past Performance (see Section L.10.7 Part )**

The Offeror’s performance information determined by USAID/Nepal to be relevant will be evaluated in accordance with the subcriteria below:

- i. Quality of product or service, including consistency in meeting goals and targets;
- ii. Cost control, including forecasting costs as well as accuracy in financial reporting;
- iii. Timeliness of performance, including adherence to contract schedules and other time-sensitive project conditions, and effectiveness of home and field office management to make prompt decisions and ensure efficient completion of tasks;
- iv. Business relations, addressing the history of professional behavior and overall business-like concern for the interests of the customer, including coordination among subcontractors and developing country partners, cooperative attitude in remedying problems, and timely completion of all administrative requirements;
- v. Customer satisfaction with performance, including end user or beneficiary wherever possible;
- vi. Effectiveness and retention of key personnel, including appropriateness of personnel for the job and prompt and satisfactory changes in personnel when problems with clients where identified.

In the case of an Offeror without a record of relevant past performance or for whom information on past performance is not available, the Offeror may not be evaluated favorably or unfavorably on past performance. In such cases, the Offeror will receive a neutral rating of “satisfactory”.

**M.3 PRICE EVALUATION CRITERIA**

**FACTOR 3: Price Evaluation**

Prices are provided by Offerors on the Price Schedule form (See Section L.11.4) by line item.

USAID/Nepal shall conduct a price evaluation of all technically acceptable offers with satisfactory past performance to determine the lowest price offer. USAID will determine that the total Evaluated Price equals the mathematical total of each line item price unless the Contracting Officer determines as a result of price competition or other price evaluation that there is a line item error.

USAID/Nepal anticipates that competition will ensure price reasonableness. In limited situations, a cost analysis may be appropriate to establish reasonableness of the otherwise successful offeror's price. If the Contracting Officer determines that it is not possible to determine the reasonableness of the otherwise successful offeror's price based on competition alone, the Contracting Officer may require cost data, level of effort data or other pricing data to support a "fair and reasonable" determination. An Offeror for which such further pricing information is required will be so informed by the Contracting Officer.

**Rejection of Unrealistic Offers:**

The Contracting Officer may reject any proposal that is evaluated to be unrealistic in terms of program commitments, including contract terms and conditions, or unrealistically high or low in cost/price when compared to U.S. Government estimates, or are unbalanced, such that the proposal is deemed to reflect an inherent lack of competence or failure to comprehend the complexity and risks of the program. An example of an unbalanced price proposal would be one in which prices are high for earlier contract deliverables (frontloaded) and subsequent activities reflect very low prices. This poses a performance of activities scheduled later in the implementation.

**M.4 EXCHANGES WITH OFFERORS**

USAID/Nepal intends to make an award without discussions in accordance with FAR 52.215-1. Therefore, the Offeror's initial proposal should contain the Offeror's best terms from a cost or price and technical standpoint.

The Contracting Officer may determine that exchanges are necessary in accordance with FAR 15.306.

If exchanges are necessary, the Contracting Officer may exclude an offer if it is so deficient as to essentially require a new technical proposal. The Contracting Officer may exclude an offer so unreasonably priced, in relation to more competitive offers, as to appear that there will be little or no chance of becoming competitive. The Contracting Officer may exclude an offer requiring extensive discussions, a substantial re-write, or major revisions such as to allow an Offeror unfair advantage over those more competitive offers.

**M.5 SOURCE SELECTION DECISION**

USAID/Nepal shall select the source based upon a best value evaluation of the offeror's technical acceptability, satisfactory past performance and price in accordance with the procedures set forth in this solicitation. USAID/Nepal shall choose for award the offer with the lowest evaluated price from among the technically acceptable offers meeting or exceeding the

acceptability standards for non-cost factors from a responsible Offeror with satisfactory past performance.

**[END OF SECTION M]**

## ATTACHMENT 1 DUNS/SAMS REGISTRATION GUIDANCE

**Notice to Offerors:** Completing the SAM registration and furnishing the correct information as requested by the system is entirely the responsibility of the Offerors. The information provided below is based on combined experiences that several Offerors shared while completing the DUNS/SAM registration and it is provided only as a matter of guidance and for the benefit of future applicants.

The SAM registration will be a quick process if the organization (Offerors) has already a Data Universal Numbering System (DUNS) number and NATO Contractor and Government Entity NCAGE code before starting SAM registration.

- Link for obtaining DUNS number: <http://fedgov.dnb.com/webform>
- Link for NCAGE code search and request site:  
<https://eportal.nspa.nato.int/AC135Public/scage/CageList.aspx>
- **Tip: save or print the information that you provide in the DUNS and NCAGE system so that you are able to provide the same information during the SAM registration process.**

### 1. General information

#### What browser does SAM Support?

- SAM supports the following browsers:
  - Internet Explorer v7,
  - Firefox v3,
  - Opera v9.64 and
  - Safari v3.2.
- **Do not use Google Chrome for SAM or NCAGE system**

#### What resources are available?

Visit Help Section on SAM website. There are many resources to help with SAM registration such as:

- Frequently Asked Questions (FAQ)
- Quick User Guide
- Full User Guide
- Demonstration Videos

### 2. SAM Registration process

- After you have obtained DUNS number and CAGE code, begin SAM registration at [www.sam.gov](http://www.sam.gov).
- You are required to create an individual account (similar to user account) before registering your organization. Individual user accounts are different than the business name. Some organizations might want to open the individual account in the name of the CEO or org head. As a suggestion, applicants may consider opening the account in the name of person who actually completes the SAM registration process. You can provide business Point of Contact (POC) names later during the SAM registration.
- After creating individual account, got to 'MY SAM' >> 'Register/Update Entity' >> Register New Entity

**SAM**  
SYSTEM FOR AWARD MANAGEMENT

MY SAM    SEARCH RECORDS    DATA ACCESS    GENERAL INFO    HELP

MY SAM

Welcome, XXXXX

Welcome to SAM!

**Notice for all registered users:**  
The 2012 North American Industry Classification Standards (NAICS codes) are now active. As part of this change, the Business Administration (SBA) has been reviewing and updating its table of size standards. Size Standards change on the following dates:

1. October 1, 2012
2. October 24, 2012
3. January 7, 2013

Impact to you:

1. The NAICS you selected in the Assertions section of your registration will not be affected and no action is needed. However, the next time you update your record, you will be required to update the NAICS to ensure that the record matches the 2012 list.
2. The NAICS lists to which you certified in your representations and certifications will be updated as follows:

Manage My User Roles  
Manage Entity Users  
**Register/Update Entity**  
Complete Registrations  
Incomplete Registrations  
Inactive Registrations  
Register New Entity  
Service Contract Inventory

- Should I complete the SAM in one session or may complete in multiple sessions?
  - You can complete the SAM in several sessions. To go to the step where you left it, the following is recommended:
    - Log in to SAM
    - Click on 'MY SAM'
    - In the left pane of the window, click on "Register/Update Entity"- "Incomplete Registration"

- Click on the organization name appeared on the Entity List

The screenshot displays the MY SAM web application interface. At the top, there is a dark blue navigation bar with tabs for 'MY SAM', 'SEARCH RECORDS', 'DATA ACCESS', 'GENERAL INFO', and 'HELP'. Below this, a sidebar on the left contains a menu with options: 'MY SAM', 'Manage My User Roles', 'Manage Entity Users', 'Register/Update Entity' (highlighted), 'Complete Registrations', 'Incomplete Registrations', 'Inactive Registrations', 'Register New Entity', 'Service Contract Inventory', 'Account Settings', 'Data Access', and 'General'. The main content area is titled 'Draft/In Progress Registrations' and includes a 'Page Description' box with instructions: 'Please search and select an entity for which you want to view or update the profile. To register a new entity, select the Register New Entity link..'. Below this is a 'Search for an Entity' form with input fields for 'Legal Business Name', 'DUNS', 'DoDAAC', and 'Office Code', and 'SEARCH' and 'CLEAR' buttons. At the bottom, a table titled 'Entity List' is partially visible, showing a column for 'Your Org. Name'.

- DUNS information:
  - **Enter exactly the same information that you entered while applying for DUNS number.**
- Business registration date:

The date when your organization was registered with company registrar's office, social welfare council or any other government authorities
- Business Start Date:

The date your organization started doing business or activities.

**Tip: Some organizations do not start their business activity immediately after the registration. The two dates might be different in this case.**
- TIN:
  - Since Nepali Entities do not pay tax in the US, do not require a TIN. Just click 'Save and Continue' button without entering a TIN number or any other digit or alphabet. Do not try to enter any equivalent Nepali number or code.

- **(Exception: If you pay employees within the US, then only you need to enter TIN).**
- Since the term ‘postal code’ and ZIP code is not used in Nepal, you can fill post office box number in that field. If you do not have a post box number, just type N/A (not applicable).
- NCAGE:
  - If you already obtained the cage code, enter the code, otherwise, got to following site to request a new CAGE code:  
<https://eportal.nspa.nato.int/AC135Public/scage/CageList.aspx>
  - **Tip: Save or print the information that you entered in CAGE system. You will be required to fill the same information in SAM. If you supply different information (especially regarding physical address), you will eventually be asked to correct the error and your registration will be delayed.**
- There are several fields in NCAGE system which are relevant to US entities only. If a field is not mandatory and not applicable, you may choose not to enter the information. If any field is mandatory, the system will prompt you to enter the information.
- General Information
  - Company security level / Highest Employee Security level  
  
Security level applies only if you have obtained any security clearance from the US Government. If you have not obtained any security clearance, please select ‘not applicable’
- Financial Information  
  
The “Electronic Fund Transfer” and “Automated Clearing House” fields accept the banking information of US only. Since Nepali entities are not expected to have a bank account in the US, do not enter any information in Electronic Fund Transfer (Bank Routing number or account number) and Automated Clearing House. Just complete the ‘Remittance Address’ section.
  - Assertions >> Goods and Services

Add NAICS Classification Codes:

In the search box, type up to six letters of a keyword of your business purpose and click the search button. The system will show a list of related codes with description. Then select a code that best match with your business.

➤ **Tip: If you are a training provider, type ‘traini’, if you are a research organization, type ‘resear’ in the search box.**

- Disaster relief information

Disaster relief information question applies to US entities only. Therefore select ‘No’ for this question.

- Representation and Certifications

If you are not familiar with US FAR (United States Foreign Acquisition Regulation) and could not understand a question related to FAR, click on the link of the FAR chapter at the end of question to know what it means.

- Defense Response

DoD stands for US Department of Defense. If you do not wish to do any DoD contracts, select ‘No’.

*If you were not able to find the answer of any of above questions, please visit the following link for full SAM user guide.*

[https://www.sam.gov/sam/SAM\\_Guide/SAM\\_User\\_Guide.htm](https://www.sam.gov/sam/SAM_Guide/SAM_User_Guide.htm)

**[END OF ATTACHMENT 1]**

**ATTACHMENT 2 SAMPLE MARKING PLAN CHART**

CLIN	Deliverable	Plans for Marking
	<b>Program Plans</b>	
1	Monitoring and Evaluation Plan Draft	
2	Monitoring and Evaluation Plan Final	
3	Management Plan Final	
4	Annual Work Plans Final	
5	Outreach and Communications Plan Final	
6	Emergency Preparedness and Response Plan	
7	Branding Implementation and Marking Plan Final	
	<b>Periodic Reports</b>	
8	Quarterly Performance Report	
9	Annual Performance Report	
10	Final Program Report Draft	
11	Final Program Report	
12	Quarterly Financial Estimated Accrual Reports	
13	Success Stories	
	<b>Activity-Based Tasks and Deliverables</b>	
	<b>Activity 1: Development of Literacy Materials</b>	
14	Module 1: Literacy and Numeracy TOC	
15	Module 1: Literacy and Numeracy Draft	

CLIN	Deliverable	Plans for Marking
16	Module 1: Literacy and Numeracy Final	
17	Module 2: Life Skills TOC	
18	Module 2: Life Skills Draft	
19	Module 2: Life Skills Final	
20	Module 3: Entrepreneurial Skills TOC	
21	Module 3: Entrepreneurial Skills Draft	
22	Module 3: Entrepreneurial Skills Final	
23	Module 4: Access to Finance TOC	
24	Module 4: Access to Finance Draft	
25	Module 4: Access to Finance Final	
26	Module 5: Nutrition Education TOC	
27	Module 5: Nutrition Education Draft	
28	Module 5: Nutrition Education Final	
29	Training of Trainers Manual TOC	
30	Training of Trainers Manual Draft	
31	Training of Trainers Manual Final	
32	Five Module Guide Books TOC	
33	Set of Five Module Guide Books Draft	
34	Final Set of Five Module Guide Books	
35	Module 1 Pre-Test, Post-Test + Answer Key	

CLIN	Deliverable	Plans for Marking
36	Module 2 Pre-Test, Post-Test + Answer Key	
37	Module 3 Pre-Test, Post-Test + Answer Key	
38	Module 4 Pre-Test, Post-Test + Answer Key	
39	Module 5 Pre-Test, Post-Test + Answer Key	
40	Business Literacy Program Pre-Test, Post-Test + Answer Key	
41	Nepali and English hardcopy of all training materials accepted as Final	
	<b>Activity 2: Training of Trainers</b>	
42	Selection Plan for Master Trainers and Community Trainers Draft	
43	Selection Plan for Master Trainers and Community Trainers Final	
44	TOT Training Delivery Plan Draft	
45	TOT Training Delivery Plan Final	
46	Delivery of Training to Master Trainers	
47	Delivery of Training to Community Trainers	
	<b>Activity 3: Delivery of Business Literacy Training to Beneficiaries</b>	
48	Beneficiary Selection Criteria - Draft	
49	Beneficiary Selection Criteria - Final	
50	Beneficiary Training Schedule - Draft	
51	Beneficiary Training Schedule - Final	
52	Business Literacy Program Pre-Test Administered and Graded	
53	Module 1 Training and Testing	

CLIN	Deliverable	Plans for Marking
54	Module 2 Training and Testing	
55	Module 3 Training and Testing	
56	Module 4 Training and Testing	
57	Module 5 Training and Testing	
58	Business Literacy Program Post-Test Administered and Graded	
<b>General and Administrative Activities</b>		
59	Management Burden (Sections C.5, C.9 and other USG compliance)	
60	Implementation of Branding Implementation and Marking Plan and Outreach and Communications Plan	
61	M&E Plan Implementation (includes M&E Key personnel expense)  OTHER DESCRIPTION  OTHER DESCRIPTION  OTHER DESCRIPTION  OTHER DESCRIPTION	

**[END OF ATTACHMENT 2]**

**ATTACHMENT 3 IDENTIFICATION OF PRINCIPAL GEOGRAPHIC CODES****1) List of Authorized USAID Principal Geographic Codes can be accessed at:**

<http://www.usaid.gov/policy/ads/300/310.pdf>

ADS 310 and the lists of developing and advanced developing countries may be assessed via the above link. Revisions to the lists contained in ADS 310 takes precedence over the below.

**2) List of Developing and Advanced Developing Countries (Effective Date: 02/06/2012):****a) Developing Countries**

Afghanistan	Gambia, The	Myanmar
Bangladesh	Guinea	Nepal
Benin	Guinea-Bissau	Niger
Burkina Faso	Haiti	Rwanda
Burundi	Kenya	Sierra Leone
Cambodia	Korea, Dem Rep.	Somalia
Central African Republic	Kyrgyz Republic	Tajikistan
Chad	Liberia	Tanzania
Comoros	Madagascar	Togo
Congo, Dem. Rep.	Malawi	Uganda
Eritrea	Mali	Zimbabwe
Ethiopia	Mozambique	
Angola	India	São Tomé and Príncipe
Armenia	Iraq	Senegal
Belize	Kiribati	Solomon Islands
Bhutan	Kosovo	Sri Lanka
Bolivia	Lao PDR	Sudan
Cameroon	Lesotho	Swaziland
Cape Verde	Marshall Islands	Syrian Arab Republic
Congo, Rep.	Mauritania	Timor-Leste
Côte d'Ivoire	Micronesia, Fed. Sts.	Tonga
Djibouti	Moldova	Turkmenistan
Egypt, Arab Rep.	Mongolia	Tuvalu
El Salvador	Morocco	Ukraine
Fiji	Nicaragua	Uzbekistan
Georgia	Nigeria	Vanuatu
Ghana	Pakistan	Vietnam
Guatemala	Papua New Guinea	West Bank and Gaza
Guyana	Paraguay	Yemen, Rep.
Honduras	Philippines	Zambia
Indonesia	Samoa	

**b) Advanced Developing Countries**

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

**[END OF ATTACHMENT 3]**



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

Approve  Disapprove \_\_\_\_\_

### Background

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

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

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

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

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

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

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

Attachments:

Tab 1 – Justification for Blanket Waiver

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

**Tab 1 – Discussion and Justification for Blanket Waiver**

In many USAID missions, waivers for the procurement of needed motor vehicles have become a routine requirement. Processing these waivers incurs significant time and expense on the part of Agency staff, including mission management time required to review and approve the waivers, as well as on the part of USAID contractors and recipients who need to prepare and submit requests for waivers. After analyzing the cited regulations and statutory requirements, we concluded that a blanket source, origin and nationality waiver for the motor vehicles described below will promote efficiency in the use of U.S. foreign assistance resources.

For basic safety considerations, right-hand drive (RHD) vehicles are needed in countries with left-hand traffic.<sup>2</sup> Market research and experience indicate that the only U.S. manufactured RHD vehicles currently available are the Jeep Cherokee and Jeep Wrangler, which must be used when suitable. These vehicles may be in available in-stock through local dealers but otherwise must be special ordered, taking between 110-120 days to deliver. However, in some cases, Jeep Cherokees or Wranglers may not be well-suited to project demands. For example, a program activity may require a RHD vehicle with greater cargo space and/or passenger capability (i.e., a cargo or passenger van), or may require a smaller sedan car with greater fuel efficiency. Such circumstances may merit a waiver to fulfill the vehicular needs of the program. Additionally, even where a U.S. manufactured Jeep may suit the vehicular needs of the project, service facilities and/or spare parts may not be available where the vehicles are intended to be used. The unavailability of many types of U.S. manufactured RHD motor vehicles has been persistent, and the need for a waiver from FAA § 636(i) to procure RHD vehicles in countries with left-hand traffic was recognized in legislative history.<sup>3</sup>

Many USAID projects require lightweight and medium weight (less than 600 cc) two-wheel and three-wheel motor vehicles. Implementers often opt for three-wheeled motor vehicles because they satisfy program requirements in remote rural locations and enable the purchase or long-term lease of these vehicles—as opposed to a single 4x4 or sedan—maximizing both efficiency and impact with available program funds. For example, to promote the achievement of the Malaria Communities Program project objective in Senegal, one implementer planned to use eight three-wheeled cargo motor vehicles for eight of the remote, rural health huts enrolled in the program. Market research and experience also indicate that the only lightweight or medium weight (less than 600 cc) two-wheel or three-wheel motor vehicles currently manufactured in the United States are Rokon motorcycles. Rokons are all-terrain motorcycles built for rugged terrain which may be suitable for some applications under USAID activities in the field, and must be used when suitable. However, in other cases, Rokon motorcycles are not well-suited to project

<sup>2</sup> Around sixty countries in the world drive on the left side of the road, including in many of the regions in which USAID operates, such as all of southern and eastern Africa (from Namibia and South Africa through Mozambique and Tanzania to Kenya and Uganda), all of South Asia (Pakistan, India, Nepal, Bangladesh and Sri Lanka), parts of Southeast Asia (Thailand, Indonesia and Papua New Guinea) and much of the Caribbean.

<sup>3</sup> See Conference Report on the Foreign Assistance Act of 1967, S. 1872, H. Rep. 90-892, p. 38 (November 7, 1967) (“The committee of conference was in agreement that motor vehicles manufactured in the United States should be procured except . . . special situations such as a right hand drive or other types of vehicles not produced in the United States.”). The committee of conference appears to have understood that, as of 1967, there were no RHD vehicles produced in the United States. Cf. footnote 4.

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demands, particularly for more urban applications, meriting a waiver to fulfill the vehicular needs of the program. Additionally, even where a U.S. manufactured Rokon may suit the vehicular needs of the project, service facilities and/or spare parts may not be available where the vehicles are intended to be used. The unavailability of U.S. manufactured lightweight motorcycles has been persistent, and the legislative history similarly recognizes that such vehicles would merit a waiver from FAA § 636(i).<sup>4</sup>

Processing waivers for the above types of needed vehicles has become a significant point of inefficiency in the use of U.S. foreign assistance resources, incurring significant time and expense. In missions such as Morocco, a RHD country, circumstances meriting a waiver are present in nearly every purchase of a motor vehicle, requiring numerous individual waivers. In RHD East Africa, the Regional Legal Advisor estimated that on average there are three motor vehicle waiver approvals *every week*.<sup>5</sup>

Therefore, this memorandum constitutes a blanket source, origin, nationality waiver for the following motor vehicles:

- Right-hand drive vehicles, in circumstances where a U.S. manufactured vehicle (currently, Jeep Cherokee or Wrangler) would not suit project needs or be locally serviceable; and
- Lightweight and medium weight (below 600 cc) two-wheel and three-wheel motor vehicles, in circumstances where a U.S. manufactured lightweight or medium weight two- or three-wheel motor vehicle (currently, Rokon motorcycles) would not suit project needs or be locally serviceable; where local serviceability is determined by the availability of adequate service facilities and supply of spare parts for such vehicles in the country or region within a country where the vehicle will be used.

#### **Revised ADS 312.5.3b Motor Vehicles**

Tab 2 contains a revision of ADS 312.5.3b that clarifies policies that are already in place, in addition to making certain changes. First, the revised ADS 312.5.3b clarifies that missions and bureaus may determine the appropriateness of blanket waivers on a regional, country, or program basis to authorize procurement of particular types of needed motor vehicles from Code 935 countries when U.S. manufacturers are unable to provide such vehicles, or a lack of adequate service facilities and supply of spare parts for U.S. manufactured vehicles is documented. Second, the new language removes the preference that was previously stated, even in cases in which a waiver had been approved, to procure vehicles that are assembled in the cooperating country or a Geographic Code 941 country using a substantial number of parts and subassemblies manufactured in the United States.

<sup>4</sup> See 113 Cong. Rec. H11180 (1967) (noting that the United States does not manufacture light and medium motorcycles and that the provision "is intended to apply normal four-wheeled vehicles, those we refer to as cars and trucks") and 113 Cong. Rec. H11180-81 (1967) (specifying that the waiver provision applies to "two-wheel vehicles or three-wheel vehicles" of the types not manufactured in the United States).

<sup>5</sup> Some missions, such as India, have instituted mission-level blanket waivers.

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Finally, the requirement for M/OAA clearance of USAID/Washington motor vehicle waivers has been removed.

#### **Additional Guidance**

The blanket waiver and the revision to ADS 312 apply to purchases of both program-funded and Operational Expense-funded vehicles, per ADS 312.2.5.

Implementing partners or the Mission (for OE-funded procurements) must appropriately document each use of the authority under the waiver approved in this Action Memorandum or any blanket waivers issued by a mission or bureau under revised ADS 312.5.3b. Implementing partners must provide, within 90 days after each such procurement, an informational copy of such documentation to the USAID COTR or AOTR to be included in the contract or award file. When procuring RHD vehicles, or lightweight and medium weight two-wheel or three-wheel vehicles, the documentation for the particular type of vehicle needed must also explain why currently-available U.S. manufactured vehicles (e.g., the Jeep Cherokee or Jeep Wrangler, or Rokon motorcycles) are not suitable, whether for vehicle-type requirements (e.g., size, passenger/cargo capacity, fuel consumption, terrain, etc.) or because such vehicles are not locally serviceable. GC and OAA will provide additional guidance on use of the waiver.

Because the models of motor vehicles manufactured in the United States may change with time, it may be necessary to amend this waiver and related guidance to address such market and manufacturing changes. Such amendments to address the scope of this waiver based on current market conditions may be made by the Office of General Counsel. Such amendments will cite this limited delegation authority and this waiver.

#### **Authority**

FAA § 604 and 22 CFR Part 228 set forth general source, origin and nationality requirements for financing of commodities. 22 CFR § 228.51(a)(3) permits waivers "necessary to promote efficiency in the use of United States foreign assistance resources, including to avoid impairment of foreign assistance objectives." This waiver authority has been delegated down to various individuals in the Agency but in the first instance resides with the Administrator. Additionally, FAA § 636(i) prohibits USAID funds from financing "the purchase, sale, long-term lease, exchange, or guaranty of a sale of motor vehicles unless such motor vehicles are manufactured in the United States," subject to waiver for special circumstances. Pursuant to ADS 501.3.3.2(1), the Administrator has the authority to approve the related policy revision to ADS 312.5.3b through this memorandum.

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**Tab 2 – Proposed Revisions replacing ADS 312.5.3b and E312.5.3b****312.5.3b MOTOR VEHICLES**

As stated at 22 CFR 228.13, special source and origin rules requiring procurement from the United States apply when obtaining motor vehicles with program funds. Operating Expense (OE) funded motor vehicles are also subject to the requirements of this section (see ADS Chapter 536); for additional policy and procedures for motor vehicles purchased under Commodity Import Programs (CIPs), see paragraph c. below. This section provides policy and procedures for obtaining vehicles and requesting waivers to this requirement when justified. 22 CFR 228.13(b) provides the definition of motor vehicles for the purposes of this section; as a matter of policy, all-terrain vehicles (ATVs) are considered to be motor vehicles; ambulances, snowmobiles, and motorboats are not.

**a. General Requirements**

USAID funds may be used to finance the procurement of passenger cars that are necessary for an activity and are not otherwise available (e.g., provided by other donors).

Passenger cars may include air conditioning (installed as original equipment or after-market), provided the requesting office justifies the need in the activity file. Factors which should be considered in justifying air conditioning include:

- the climate in which the vehicle will operate,
- the capabilities for servicing air conditioning equipment, and
- the need for austerity and economy in implementation.

**b. Source and Origin Requirements**

In accordance with Section 636(i) of the Foreign Assistance Act of 1961 (FAA), as amended, and the special source origin rules at 22 CFR 228.13, motor vehicles must be manufactured in the United States to be eligible for USAID financing unless a waiver is approved. This requirement applies to vehicles which are purchased, obtained under a long-term lease, or where the sale is to be guaranteed by USAID. Long-term lease for the purpose of this section is defined at 22 CFR 228.12, as, specifically, a single lease of more than 180 days, or repetitive or intermittent leases under a single activity or program within a one-year period for a total of more than 180 days, for the same type of commodity.

However, Section 496(n) of the FAA on the **Development Fund for Africa (DFA)** authorizes the purchase or long-term lease of non-U.S. manufactured motor vehicles financed with development assistance (DA), child survival and health (CSH) and similar funds for Africa, whether or not as part of a worldwide program. This DFA procurement

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authority does not apply to economic support funds (ESF) or operating expense (OE) funds. Procurement of motor vehicles is discussed in **Memorandum to Africa Field Posts on Special Procurement Policy Rules Governing the Development Fund for Africa Dated Feb. 1, 1993** (<http://www.usaid.gov/policy/ads/300/311maa.pdf>) located in ADS Chapter 311

#### 1. General Waiver Requirements

The program office may request a waiver to the requirement for manufacture in the United States in accordance with Subpart F of 22 CFR 228 and the procedures in this section.

- For waivers processed prior to award of any implementing instrument, the office in the Mission or Bureau with program responsibility is responsible for processing respective waivers in accordance with the policies and procedures of this chapter.
- Once an implementing instrument is awarded, COTRs/AOTRs are responsible for reviewing waiver requests submitted by contractors or recipients for accuracy and compliance before processing the waiver in accordance with the policies and procedures of this chapter.

The requirement to purchase or lease only U.S. manufactured vehicles may be waived on a case-by-case basis when special circumstances exist and those special circumstances are supported by market research and adequate documentation. Special circumstances which merit waiving the requirement include, but are not limited to:

- (a) The inability of U.S. manufacturers to provide a particular type of needed vehicle;
- (b) The present or projected lack of adequate service facilities and supply of spare parts for U.S. manufactured vehicles in the country or region within a country where the vehicle will be used; or
- (c) An emergency requirement for a vehicle(s) that can be met in time only by purchase of non-U.S. manufactured vehicle(s) and for which no non-USAID funds are available.

Waivers based on special circumstances other than the ones listed above require clearance by the Office of General Counsel (GC) or the cognizant Regional Legal Advisor (RLA). Note: Higher costs associated with procuring a U.S. manufactured vehicle are not a special circumstance. In addition, delays in receipt associated with shipping a U.S. manufactured motor vehicle to the cooperating country are not a special circumstance. In the event of such delays, implementer may use short-term lease of vehicles until receipt of the U.S. manufactured vehicle.

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For a summary of the statutory basis and content requirements of waiver requests, a Source/Origin Motor Vehicle Waiver Request template, and some helpful tips, see the **Source/Origin Vehicle Waiver Request Guide**.

2. Blanket Waiver for Right Hand Drive (RHD) motor vehicles and lightweight/medium weight two-wheel and three-wheel motor vehicles

The Agency recognizes the continuing lack of available types of Right Hand Drive (RHD) motor vehicles and lightweight/medium weight two-wheel and three-wheel motor vehicles manufactured in the United States. Accordingly, the Administrator has approved a blanket waiver for circumstances where the limited models of such vehicles manufactured in the United States do not suit project needs or are not locally serviceable. The waiver requires implementing partners or the Mission (for Operational-Expense funded procurements) to document the reason for each use of the waiver. Implementing partners must provide, within 90 days after each such procurement, an informational copy of such documentation to the USAID COTR or ATOR to be included in the contract or award file.

Currently, this waiver applies to:

- RHD motor vehicles, in circumstances where a Jeep Cherokee or Wrangler would not suit project needs or be locally serviceable; and
- Lightweight and medium weight (below 600 cc) two-wheel and three-wheel motor vehicles, in circumstances where a Rokon motorcycle would not suit project needs or be locally serviceable.

where local serviceability is determined by the availability of adequate service facilities and supply of spare parts for such vehicles in the country or region within a country where the vehicle will be used.

RHD motor vehicles

Market research and experience indicate that the only U.S. manufactured RHD vehicles currently available are the Jeep Cherokee and Jeep Wrangler. When program activities require a RHD motor vehicle, only U.S. manufactured Jeep Cherokees or Wranglers are eligible for purchase/lease unless the implementer or Mission determines that the Jeeps are not adequate for project demands. For example, a program activity may require a RHD vehicle with greater cargo space and/or passenger capability (i.e., a cargo or passenger van), or may require a smaller sedan car with greater fuel efficiency. Additionally, the waiver applies where there is a lack of adequate service facilities and/or spare parts for the U.S. manufactured Jeeps in the country or region within a country where the vehicle will be used.

Lightweight/Mediumweight two-wheel and three-wheel motor vehicles

Currently, U.S.-based Rokon is the only known manufacturer of lightweight/medium weight motorcycles in the United States. When program activities require a

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lightweight/medium weight motorcycle, only U.S. manufactured Rokon models are eligible for purchase/lease unless the implementer determines that they are not suitable or adequate for project demands. Rokons are all-terrain motorcycles built for rugged terrain, which may be suitable for some applications under USAID activities in the field. However, in other cases such as more urban applications, Rokon motorcycles are not well-suited to project demands. Additionally, the waiver applies where there is a lack of adequate service facilities and/or spare parts for Rokon motorcycles in the country or region within a country where the vehicle will be used.

### 3. Regional, Country and Program Waivers

Blanket waivers for procurement or long-term lease of non-U.S. manufactured vehicles may be issued on a regional, country or program basis. Such waivers must meet the following criteria:

- (i) The waiver documents completion of a market survey demonstrating that either special circumstance in section 1(a) or (b) above exists and has been historically consistent for the particular country. In the case of special circumstance 1(c) or other special circumstances, the waiver provides adequate supporting justification.
- (ii) The waiver states the specific period of time for the waiver to be in effect, and states that it will be reviewed and market research updated annually to verify that the original conditions supporting the waiver still exist.
- (iii) The waiver requires implementing partners or the Mission (for Operational-Expense funded procurements) to document the reason for each use of the blanket waiver. Implementing partners must provide, within 90 days after each such procurement, an informational copy of such documentation to the USAID COTR or ATOR to be included in the contract or award file.

USAID missions and bureaus may determine the appropriateness of regional, country or program-specific waivers to address country conditions that require the use of particular needed types of non-U.S. manufactured vehicles.

### 4. Waiver Approval

Delegations of authority to waive source, origin, and nationality requirements for the procurement of goods and services are set forth in ADS 103; waivers must also comply with the procedures at ADS 310.

#### c. Commodity Import Programs (CIPs)

Under CIPs, USAID must not finance cars principally intended to carry passengers. Even the least expensive cars are luxury items in less developed countries and thus, not suitable for USAID financing. In exceptional cases, the Mission may consider the purchase of passenger cars under CIPs justifiable. The Mission must obtain prior written approval of the proposed procurement from USAID/W, Bureau for Management,

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Office of Acquisition and Assistance, Evaluation Division (M/OAA/E). Only the most economical cars for the intended purpose will be considered by M/OAA/E; air conditioning and other generally nonessential appointments are not authorized unless justified and included in the M/OAA/E approval.

**[END OF ATTACHMENT 4]**

**ATTACHMENT 5 PRICE SCHEDULE AND PAYMENT TERMS**

CLIN	Deliverable Title	Payment Terms	Qty	Firm Fixed Price in NPR for total quantity shown	Firm Fixed Price in USD for total quantity shown	Content Description	Source for Evidence of completion	Due Date	COR Clearance period
<b>Program Plans</b>									
1	Monitoring and Evaluation Plan Draft	100% upon receipt	1		\$ .00	C.6.1	Document as titled	20 days after effective date of award	7 business days
2	Monitoring and Evaluation Plan Final	100% upon acceptance	1		\$ .00	C.6.1	Document as titled	45 days after effective date of award	7 business days
3	Management Plan Final	100% upon acceptance	1		\$ .00	C.6.2	Document as titled	30 days after effective date of award	7 business days
4	Annual Work Plans Final	1/4 of price upon acceptance of each	4		\$ .00	C.6.3	Document as titled	First year: 10 days after COR review and thereafter by NLT September 25 each year	7 business days
5	Outreach and Communications Plan Final	100% upon acceptance	1		\$ .00	C.6.4	Document as titled	30 days after effective date of award	7 business days
6	Emergency Preparedness and Response Plan	100% upon receipt	1		\$ .00	C.6.5	Document as titled	100 days after effective date of award	N/A
7	Branding Implementation and Marking Plan Final	100% upon acceptance	1		\$ .00	Section D	Document as titled	30 days after effective date of award	7 business days
<b>Periodic Reports</b>									

CLIN	Deliverable Title	Payment Terms	Qty	Firm Fixed Price in NPR for total quantity shown	Firm Fixed Price in USD for total quantity shown	Content Description	Source for Evidence of completion	Due Date	COR Clearance period
8	Quarterly Performance Report	1/(9-10) of price upon acceptance	9-10 depending on award date		\$ .00	C.7.1.b	Document as titled	NLT 30 days after end of the reporting period (USG federal fiscal quarter)	7 business days
9	Annual Performance Report	1/3 of price upon acceptance	3		\$ .00	C.7.1.c	Document as titled	October 30 of each year	7 business days
10	Final Program Report Draft	100% upon receipt	1		\$ .00	C.7.1.d	Document as titled	NLT 30 days before the end of the contract performance period	7 business days
11	Final Program Report	100% upon acceptance	1		\$ .00	C.7.1.d	Document as titled	NLT 30 days after the end of the contract performance period	7 business days
12	Quarterly Financial Estimated Accrual Reports	1/(9-10) of price upon acceptance	9-10 depending on award date		\$ .00	C.7.2	Document as titled	Quarterly, NLT 10 days prior to the end of the federal fiscal reporting quarter.	7 business days
13	Success Stories	1/27 of total price upon acceptance	27		\$ .00	C.7.4	Document as titled	Monthly commencing Month 10 following the effective date of the award.	3 business days
<b>Activity-Based Tasks and Deliverables</b>									
<b>Activity 1: Development of Literacy Materials</b>									

CLIN	Deliverable Title	Payment Terms	Qty	Firm Fixed Price in NPR for total quantity shown	Firm Fixed Price in USD for total quantity shown	Content Description	Source for Evidence of completion	Due Date	COR Clearance period
14	Module 1: Literacy and Numeracy TOC	100% upon receipt	1 Electronic copy		\$ .00	C.4.1.1.1	Document as titled	NLT 3 months from contract effective date	3 business days
15	Module 1: Literacy and Numeracy Draft	100% upon acceptance	1 Electronic copy		\$ .00	C.4.1.1.1	Document as titled	NLT 5 months from contract effective date	10 business days
16	Module 1: Literacy and Numeracy Final	100% upon acceptance	1 Electronic copy		\$ .00	C.4.1.1.1	Document as titled	NLT 7 months from contract effective date	10 business days
17	Module 2: Life Skills TOC	100% upon receipt	1 Electronic copy		\$ .00	C.4.1.1.1	Document as titled	NLT 3 months from contract effective date	3 business days
18	Module 2: Life Skills Draft	100% upon acceptance	1 Electronic copy		\$ .00	C.4.1.1.1	Document as titled	NLT 5 months from contract effective date	10 business days
19	Module 2: Life Skills Final	100% upon acceptance	1 Electronic copy		\$ .00	C.4.1.1.1	Document as titled	NLT 7 months from contract effective date	10 business days
20	Module 3: Entrepreneurial Skills TOC	100% upon receipt	1 Electronic copy		\$ .00	C.4.1.1.1	Document as titled	NLT 3 months from contract effective date	3 business days
21	Module 3: Entrepreneurial Skills Draft	100% upon acceptance	1 Electronic copy		\$ .00	C.4.1.1.1	Document as titled	NLT 5 months from contract effective date	10 business days
22	Module 3: Entrepreneurial Skills Final	100% upon acceptance	1 Electronic copy		\$ .00	C.4.1.1.1	Document as titled	NLT 7 months from contract effective date	10 business days
23	Module 4: Access to Finance TOC	100% upon receipt	1 Electronic copy		\$ .00	C.4.1.1.1	Document as titled	NLT 3 months from contract effective date	3 business days

CLIN	Deliverable Title	Payment Terms	Qty	Firm Fixed Price in NPR for total quantity shown	Firm Fixed Price in USD for total quantity shown	Content Description	Source for Evidence of completion	Due Date	COR Clearance period
24	Module 4: Access to Finance Draft	100% upon acceptance	1 Elect ronic copy		\$ .00	C.4.1.1.1	Document as titled	NLT 5 months from contract effective date	10 business days
25	Module 4: Access to Finance Final	100% upon acceptance	1 Elect ronic copy		\$ .00	C.4.1.1.1	Document as titled	NLT 7 months from contract effective date	10 business days
26	Module 5: Nutrition Education TOC	100% upon receipt	1 Elect ronic copy		\$ .00	C.4.1.1.1	Document as titled	NLT 3 months from contract effective date	3 business days
27	Module 5: Nutrition Education Draft	100% upon acceptance	1 Elect ronic copy		\$ .00	C.4.1.1.1	Document as titled	NLT 5 months from contract effective date	10 business days
28	Module 5: Nutrition Education Final	100% upon acceptance	1 Elect ronic copy		\$ .00	C.4.1.1.1	Document as titled	NLT 7 months from contract effective date	10 business days
29	Training of Trainers Manual TOC	100% upon receipt	1 Elect ronic copy		\$ .00	C.4.1.1.1	Document as titled	NLT 3 months from contract effective date	3 business days
30	Training of Trainers Manual Draft	100% upon receipt	1 Elect ronic copy		\$ .00	C.4.1.1.1	Document as titled	NLT 5 months from contract effective date	10 business days
31	Training of Trainers Manual Final	100% upon acceptance	1 Elect ronic copy		\$ .00	C.4.1.1.1	Document as titled	NLT 7 months from contract effective date	10 business days
32	Five Module Guide Books TOC	100% upon receipt	1 Elect ronic copy		\$ .00	C.4.1.1.1	Document as titled	NLT 3 months from contract effective date	3 business days
33	Set of Five Module Guide Books Draft	100% upon acceptance	1 Elect ronic copy		\$ .00	C.4.1.1.1	Documents as titled	NLT 5 months from contract effective date	10 business days

CLIN	Deliverable Title	Payment Terms	Qty	Firm Fixed Price in NPR for total quantity shown	Firm Fixed Price in USD for total quantity shown	Content Description	Source for Evidence of completion	Due Date	COR Clearance period
34	Final Set of Five Module Guide Books	100% upon acceptance	1 Elect ronic copy		\$ .00	C.4.1.1.1	Documents as titled	NLT 7 months from contract effective date	10 business days
35	Module 1 Pre-Test, Post-Test + Answer Key	100% upon acceptance	1 Elect ronic copy		\$ .00	C.4.1.1.1	Documents as titled	NLT 7 months from contract effective date	10 business days
36	Module 2 Pre-Test, Post-Test + Answer Key	100% upon acceptance	1 Elect ronic copy		\$ .00	C.4.1.1.1	Documents as titled	NLT 7 months from contract effective date	10 business days
37	Module 3 Pre-Test, Post-Test + Answer Key	100% upon acceptance	1 Elect ronic copy		\$ .00	C.4.1.1.1	Documents as titled	NLT 7 months from contract effective date	10 business days
38	Module 4 Pre-Test, Post-Test + Answer Key	100% upon acceptance	1 Elect ronic copy		\$ .00	C.4.1.1.1	Documents as titled	NLT 7 months from contract effective date	10 business days
39	Module 5 Pre-Test, Post-Test + Answer Key	100% upon acceptance	1 Elect ronic copy		\$ .00	C.4.1.1.1	Documents as titled	NLT 7 months from contract effective date	10 business days
40	Business Literacy Program Pre-Test, Post-Test + Answer Key	100% upon acceptance	1 Elect ronic copy		\$ .00	C.4.1.1.1	Documents as titled	NLT 7 months from contract effective date	10 business days
41	Nepali and English hardcopy of all training materials accepted as Final	100% upon receipt	5 sets hardc opy each langu age		\$ .00	C.4.1.1.1	Documents as titled	NLT 9 months from contract effective date	7 business days
<b>Activity 2: Training of Trainers</b>									
42	Selection Plan for Master Trainers and Community Trainers Draft	100% upon receipt	1 Elect ronic versi on		\$ .00	C.4.1.2	Document as titled	NLT 5 months from contract effective date	3 business days

CLIN	Deliverable Title	Payment Terms	Qty	Firm Fixed Price in NPR for total quantity shown	Firm Fixed Price in USD for total quantity shown	Content Description	Source for Evidence of completion	Due Date	COR Clearance period
43	Selection Plan for Master Trainers and Community Trainers Final	100% upon acceptance	1 Electronic version		\$ .00	C.4.1.2	Document as titled	NLT 6 months from contract effective date	3 business days
44	TOT Training Delivery Plan Draft	100% upon receipt	1 Electronic version		\$ .00	C.4.1.2	Document as titled	NLT 6 months from contract effective date	3 business days
45	TOT Training Delivery Plan Final	100% upon acceptance	1 Electronic version		\$ .00	C.4.1.2	Document as titled	NLT 7 months from contract effective date	3 business days
46	Delivery of Training to Master Trainers	% of completion	150		\$ .00	C.4.1.2	TOT Training Report	NLT the end of 9 months from contract effective date: Master Trainers trained for delivery to Community Trainers in at least 10 districts; Final Master Trainers course concluded NLT 22 months after contract effective date for delivery of Community Trainers training with all 20 districts represented	N/A

CLIN	Deliverable Title	Payment Terms	Qty	Firm Fixed Price in NPR for total quantity shown	Firm Fixed Price in USD for total quantity shown	Content Description	Source for Evidence of completion	Due Date	COR Clearance period
47	Delivery of Training to Community Trainers	% of completion	2,000		\$ .00	C.4.1.2	TOT Training Report	NLT the end of 9 months from contract effective date: Community Trainers trained for delivery to beneficiaries in at least 10 districts; Final Community Trainers course concluded NLT 22 months after contract effective date for delivery of beneficiary training with all 20 districts represented	N/A
<b>Activity 3: Delivery of Business Literacy Training to Beneficiaries</b>									
48	Beneficiary Selection Criteria - Draft	100% upon receipt	1		\$ .00	C.4.1.3	Document as titled	NLT 7 months from contract effective date	3 business days
49	Beneficiary Selection Criteria - Final	100% upon acceptance	1		\$ .00	C.4.1.3	Document as titled	NLT 8 months from contract effective date	3 business days
50	Beneficiary Training Schedule - Draft	100% upon receipt	1		\$ .00	C.4.1.3	Document as titled	NLT 8 months from contract effective date	3 business days
51	Beneficiary Training Schedule - Final	100% upon acceptance	1		\$ .00	C.4.1.3	Document as titled	NLT 9 months from contract effective date	3 business days

CLIN	Deliverable Title	Payment Terms	Qty	Firm Fixed Price in NPR for total quantity shown	Firm Fixed Price in USD for total quantity shown	Content Description	Source for Evidence of completion	Due Date	COR Clearance period
52	Business Literacy Program Pre-Test Administered and Graded	% of completion	48,000		\$ .00	C.4.1.3	Beneficiary Testing and Training Report	NLT 10 months from contract effective date: Test administered and graded for at least 24,000 beneficiaries from at least 10 districts; Final pre-program testing concluded and graded NLT 23 months after contract effective date for all beneficiaries in all 20 districts	N/A
53	Module 1 Training and Testing	% of completion	48,000		\$ .00	C.4.1.3	Beneficiary Testing and Training Report	NLT at the end of 14 months from contract effective date: Module 1 Training and Testing completed for at least 24,000 beneficiaries from at least 10 districts; The final Module 1 course must be completed NLT 27 months following the effective date of the contract.	N/A

CLIN	Deliverable Title	Payment Terms	Qty	Firm Fixed Price in NPR for total quantity shown	Firm Fixed Price in USD for total quantity shown	Content Description	Source for Evidence of completion	Due Date	COR Clearance period
54	Module 2 Training and Testing	% of completion	48,000		\$ .00	C.4.1.3	Beneficiary Testing and Training Report	NLT at the end of 15 months from contract effective date: Module 2 Training and Testing completed for at least 24,000 beneficiaries from at least 10 districts; The final Module 2 course must be completed NLT 28 months following the effective date of the contract	N/A
55	Module 3 Training and Testing	% of completion	48,000		\$ .00	C.4.1.3	Beneficiary Testing and Training Report	NLT at the end of 17 months from contract effective date: Module 3 Training and Testing completed for at least 24,000 beneficiaries from at least 10 districts; The final Module 3 course must be completed NLT 30 months following the effective date of the contract	N/A

CLIN	Deliverable Title	Payment Terms	Qty	Firm Fixed Price in NPR for total quantity shown	Firm Fixed Price in USD for total quantity shown	Content Description	Source for Evidence of completion	Due Date	COR Clearance period
56	Module 4 Training and Testing	% of completion	48,000		\$ .00	C.4.1.3	Beneficiary Testing and Training Report	NLT at the end of 21 months from contract effective date: Module 4 Training and Testing completed for at least 24,000 beneficiaries from at least 10 districts; The final Module 4 course must be completed NLT 34 months following the effective date of the contract	N/A
57	Module 5 Training and Testing	% of completion	48,000		\$ .00	C.4.1.3	Beneficiary Testing and Training Report	NLT at the end of 22 months from contract effective date: Module 5 Training and Testing completed for at least 24,000 beneficiaries from at least 10 districts; The final Module 5 course must be completed NLT 35 months following the effective date of the contract	N/A

CLIN	Deliverable Title	Payment Terms	Qty	Firm Fixed Price in NPR for total quantity shown	Firm Fixed Price in USD for total quantity shown	Content Description	Source for Evidence of completion	Due Date	COR Clearance period
58	Business Literacy Program Post-Test Administered and Graded	% of completion	48,000		\$ .00	C.4.1.3	Beneficiary Testing and Training Report	NLT the 5th day of the 23rd month from the contract effective date: Testing completed for at least 24,000 beneficiaries from at least 10 districts; Final pre-program testing concluded and graded by the 5th day of the 36th month following the contract effective date for all beneficiaries in all 20 districts	N/A
<b>General and Administrative Requirements</b>									
59	Management Burden (Sections C.5, C.9 and other USG compliance)	1/36 of Price per Month	36		NTE: \$210,000.00	C.5, C.9, and C.7.1.a.	Monthly Program Management Report	Monthly Program Management Report is due with payment request	5 business day
60	Implementation of Branding Implementation and Marking Plan and Outreach and Communications Plan	1/36 of Price per Month	36		NTE: \$ 150,000.00	C.6.4, Section D, and C.7.1.a.	Monthly Program Management Report	Monthly Program Management Report is due with payment request	5 business day
61	M&E Plan Implementation (includes M&E Key personnel expense)	1/36 of Price per Month	36		NTE: \$ 210,000.00	C.6.1, and Section C.7.1.a	Monthly Program Management Report	Monthly Program Management Report is due with payment request	5 business day
			Total Firm Fixed Price						

CLIN	Deliverable Title	Payment Terms	Qty	Firm Fixed Price in NPR for total quantity shown	Firm Fixed Price in USD for total quantity shown	Content Description	Source for Evidence of completion	Due Date	COR Clearance period
Footnotes to Price Schedule and Payment Terms									
Acceptance means the deliverable complies with the Contractual requirements: Section C for content and format and Section F for due dates									
	NTE means "Not to Exceed"								
	N/A means "Not Applicable"								
	NLT means "Not Later Than"								
	Exchange rate is 85 NPRs per USD								

## ATTACHMENT 6 INITIAL ENVIRONMENTAL EXAMINATION (EXCERPT)

ASIA 12-85


**USAID | NEPAL**  
 FROM THE AMERICAN PEOPLE

## INITIAL ENVIRONMENTAL EXAMINATION

## FACE SHEET

## INITIAL ENVIRONMENTAL EXAMINATION

**PROGRAM/ACTIVITY DATA:****Program/Activity Number:**

Under Operational Plan: FY11  
 Objective: Reduce hunger and malnutrition  
 Program Area: 4.5. Agriculture  
 Program Element: 4.5.1 Agricultural Enabling Environment  
 Country/Region: Nepal  
 Program/Activity Title: Feed the Future  
 Funding Begins: FY 2012 Funding Ends: FY 2017  
 LOP amount: US \$65 million  
 Prepared by: Luis Guzman/Shanker Khagi  
 Date: April 11, 2012  
 IEE: Original  
 Estimated Project Start Date: FY 2013  
 Estimated Project End Date: FY 2018

**ENVIRONMENTAL ACTION RECOMMENDED:** (Place X where applicable)

Categorical Exclusion:  Negative Determination (with conditions):   
 Positive Determination:  Deferral:   
 Exemption:

**A. BACKGROUND**

Based on high levels of hunger and poverty, on April 24, 2010, Nepal was officially selected as one of twenty focus countries worldwide for the USG Feed the Future (FTF) Presidential Initiative. USAID/Nepal has designed a Feed the Future Project to reduce hunger and poverty while improving nutrition in Nepal. The Project purpose is to increase agricultural productivity and income, improve nutritional status of women and children under five, and increase resilience of vulnerable communities and households (to climate change OR to environmental and economic shocks).

The Project purpose will be achieved by producing the following nine outputs:

1. Farmers receive improved and increased agriculture inputs
2. Improved capacity of agriculture extension workers, service providers, farmers, health workers, caregivers, and health volunteers.
3. Improved and sustainable agriculture production and post-harvest technologies and practices adopted at the farm level
4. Improved market efficiency;
5. Improved agricultural policy environment;
6. Increased capacity of GON and local organizations;
7. Improved knowledge and behavior on agricultural, nutrition, hygiene and sanitation practices, (includes increased consumption of diverse and nutritious foods;
8. Improved access to water and sanitation facilities;
9. Increased resilience of vulnerable communities and households through skills development.

The Project has three primary and integrated components which focus on: 1) Agricultural productivity, 2) Nutrition, and 3) Skills development (literacy, numeracy, and business/ entrepreneurial)

**B. BRIEF DESCRIPTION OF PROPOSED ACTIVITIES:**

The following interventions will be conducted by the prime implementer (and its sub-contractor and grantees under contract) unless specified otherwise.

Output 1. Farmers receive improved and increased agricultural inputs

The interventions under this output will address inhibited productivity due to poor access to quality inputs (particularly seeds), limited technical knowledge, and limited access to credit. Additional activities will likely include improved fertilizer and improved pest management practices.

Project also includes support to literacy classes that include information on how to fill out credit application forms, and link beneficiaries to existing credit mechanisms.

Moreover, Development Credit Authority (DCA) has been envisioned to provide collateral incentives to improve the availability of financing to help achieve the Feed the Future program objectives, specifically targeting small producers, aggregators, processors and other actors in the value chain such as input distributors and providers, seed producers, and others. Such DCA supported activities will be linked with one or more of the above-listed outputs. Hence, such DCA support in itself will have no adverse environmental impacts.

Output 2. Improved capacity of agriculture extension workers, service providers, farmers, health workers, care givers and health volunteers

Farmer knowledge will be enhanced as to improved crop production practices that increase yields (e.g. high yielding and higher nutrient varieties and optimal fertilizer use, IPM, organic cultivation, composting). Additionally, farmer knowledge will be enhanced to improved livestock production practices (e.g. care of local breeds, animal feeding and housing, disease control). Enhanced knowledge will also enable farmers to make better choices regarding crop varieties based on comparative production and market advantage.

Output 3: Improved and sustainable agriculture production and post-harvest technologies and practices adopted at the farm level

Interventions will focus on improving natural resource management including water management via innovative capture technologies and efficient water usage methodologies such as multi-purpose ponds or micro-dams that incorporate fish farming, irrigation, and off-season crop production. Fish farming may require small scale infrastructure for fish ponds. Additionally, soil management will be improved via conservation tillage practices, composting to increase soil organic matter and improved irrigation practices.

#### Output 4. Improved Market Efficiency

Farmers will be aggregated into marketing groups to facilitate marketing linkages with local buyers and input suppliers. Targeted investments will be made that improve market linkages (e.g. market collection centers). The capacity of marketing and planning committees will be built so they can coordinate production and service demand and manage the collection centers. Farmer groups and cooperatives will be trained on market aspects (e.g. contract growing and sales, effective negotiation skills, value addition, product diversification, and requirements for export markets). Linkages between farmers and farmer groups and private sector agriculture businesses such as wholesalers, traders, large agriculture production firms and agribusinesses will be improved to enhance marketing and supply systems of selected staples and high value vegetables.

#### Output 5. Improved Agricultural Policy Environment

Policy interventions will focus on practical implementation of policy recommendations in the field. The Project will build on the Nepal Economic, Agriculture, and Trade Program's (NEAT) current work with the GON to increase technical capacity, decrease regulatory bottlenecks, and ensure quality control, which will lead toward increased local seed development and multiplication. Additionally, the Project will build on NEAT's work with the GON and private sector on amendment of the Contract Farming Act to include contract farming. Fertilizer policy will be targeted through IFPRI, which will examine and provide recommendations on this issue, such as the monopoly on subsidized fertilizers by AIC and distribution of subsidized fertilizers only through cooperatives. Other long-term policy issues must be reviewed as well (e.g. agriculture credit and land tenure).

#### Output 6. Increased capacity of GON and local organizations

Interventions under this output will build the organizational and technical capacity of local organizations to, for example, conduct rigorous and large scale monitoring and evaluation, and to perform sound financial management, internal auditing and reporting. With respect to the GON, capacity building will be undertaken in agriculture research and extension, including supporting GON agriculture policy analysis, universities/NARC research capacity and new training modules.

#### Output 7. Improved knowledge and behavior on nutrition, hygiene and sanitation practices

Interventions under this output will focus on changing health and nutrition behaviors; improving hygiene within households. Targeted beneficiaries will be provided the nutrition education and model kitchen gardens that will be established to demonstrate that families can improve their nutrition by growing nutritious foods. Agricultural extension workers may provide a minimum number of basic nutrition messages. Interventions will include locally appropriate and targeted messages as part of training package and social mobilization activities. The program will focus on messages and actions on key aspects of water and sanitation.

Project will increase understanding of the relative nutritional value of locally available foods through on-going community groups and household visits. These messages will be reinforced through activities

which will stress year-round production and consumption of nutrient-dense foods.

The project will increase household production of micronutrient-rich foods and improves food security and diet quality among vulnerable households through a Village Model Farm (VMF). The VMF will serve as a demonstration site for community groups to learn how to improve gardening and production of poultry and other livestock. Emphasis in gardening will be on production of nutrient-dense vegetables such as sweet potatoes, dark green leafy vegetables, pumpkin, and broccoli.

Additionally, beneficiaries will receive training for other small livestock such as goat and sheep. Training may include timing of breeding to match best practices and to take advantage of seasonal price fluctuations in livestock prices. The Project will support creative solutions to increase protein access via fish farming or multi-purpose ponds or multi-purpose micro-dams which include fish farming, irrigation, and off-season crop production.

#### Output 8. Improved access to water and sanitation facilities

Where lack of clean water or sanitation infrastructure are barriers to Essential Hygiene Action (EHA), the Project will mobilize communities to work actively with government departments and the water, sanitation, and hygiene (WASH) agents at the district and community level to advocate for improved water and sanitation services. This Project may determine whether it can construct water systems or latrines using Village Development Committee (VDC) block grants and other donor or local funds for construction and provide technical training. The project may also demonstrate the importance of testing water and promote knowledge of water treatment. Peace Corps Volunteers (PCVs) will be encouraged to assist communities to apply for funds for water and sanitation facility construction. Additionally, the project may include small-scale construction of water infrastructure.

Diarrhea causes the body to lose nutrients from food and is, therefore, a major cause of malnutrition. Water and sanitation workers will promote the proper handling of fecal matter, especially that of young children, that can lead to intestinal infections.

Output 9. Increased resilience of vulnerable communities and households through skills development  
Training will be provided to improve literacy, numeracy, and life and business skills for vulnerable groups including women, ethnic minorities, lower castes and youth. Also crucial is building the capacity of local organizations to deliver basic literacy and entrepreneurship education to these groups and enable their full integration into market-led initiatives.

#### **IEE OUTCOMES RECOMMENDED**

The table below provides the recommended determinations for interventions under each objective.

<b>Activities</b>	<b>Intervention</b>	<b>Recommended Determination</b>
Output 1. Farmers receive improved and increased agricultural inputs	Training of agro-vets and other local service providers, improving access to micro-credit, and provision of literacy classes	Categorical Exclusion (CE)
	Community based seed production, marketing of quality hybrids, regional commercialization of high-quality seed and use of well-adapted seed varieties	Negative Determination with Conditions (NDC)
	Small-scale irrigation technologies and multi-use water systems which may require small-scale construction	NDC

	Activities may include use of improved pest management (pesticides) and improved fertilizers	NDC with a PERSUAP requirement
Output 2. Improved capacity of agriculture extension workers, service providers, farmers, health workers, care givers and health volunteers	Enhancing farmers knowledge on various topics like high yielding and high nutrient crops, optimal fertilizer use, IPM, organic cultivation, composting, livestock production practices, conservation agriculture, nutrient management	NDC
Output 3: Improved and sustainable agriculture production and post-harvest technologies and practices adopted at the farm level	Small scale irrigation technologies	NDC
	Soil management will be improved via conservation tillage practices, composting to increase soil organic matter.	NDC
	Training on post-harvest losses	CE
	Establishment of small-scale post-harvest storage facilities	NDC
	Fish farming may require small scale infrastructure for fish ponds.	NDC
Output 4. Improved Market Efficiency	Capacity building of farmers in marketing	CE
	Investment on market collection centers	NDC
Output 5. Improved Agricultural Policy Environment	Interventions to improve new or better policies through advocacy, technical assistance	CE
Output 6. Increased capacity of GON and local organizations	Increasing GON and local organizations capacity through training	CE
Output 7. Improved knowledge and behavior on nutrition, hygiene and sanitation practices	Improve health and nutrition behaviors, improve use of essential hygiene actions within households, increase knowledge of the nutritional value of locally-available foods through information sharing, training	CE
	Food production in Village Model Farm serving as a demonstration site for community groups to learn how to improve gardening and production of poultry and other livestock.	NDC
Output 8. Improved access to water and sanitation facilities	Small scale construction of water facilities may be a portion of the project. Construction of latrines will not be a part of the project but the project may help communities find funding from other sources (Village Development Committee (VDC) block grants) for the construction of latrines by other organizations.	NDC
	The project may include small-scale construction of water infrastructure.	NDC
Output 9. Increased resilience of vulnerable communities and households through skills development	training to improve literacy, numeracy, and life and business skills, income generating activities, business and marketing training, and improved access to savings and credit	CE

These activities do not use any Genetically Modified Organisms (GMO), the use of which is also prohibited by the existing Seed Act of Nepal. This activity does not promote invasive species.

**REVISIONS**

As with all AID-funded projects, and pursuant to 22 CFR 216.3 (a) (9), if new information becomes available which indicates that any of the proposed actions to be funded under this activity might be "major" and their effects "significant", the threshold decisions for those actions will be reviewed and revised by the Mission Environmental Officer and an environmental assessment prepared, as appropriate.

**APPROVAL OF ENVIRONMENTAL ACTION RECOMMENDED:**

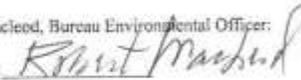


David C. Atteberry, Mission Director, USAID/Nepal

Date: 18 Apr 12

**APPROVAL:**

Robert Macleod, Bureau Environmental Officer:

Approved: 

Date: 4/24/12

Disapproved: \_\_\_\_\_

Date: \_\_\_\_\_

#### 4. RECOMMENDED DETERMINATIONS AND MITIGATION ACTIONS (INCLUDING MONITORING AND EVALUATION)

##### 4.1 Recommended IEE Determinations

The table below provides the recommended determinations for interventions under each objective.

Activities	Intervention	Recommended Determination
Output 1. Farmers receive improved and increased agricultural inputs	Training of agro-vets and other local service providers, improving access to micro-credit, and provision of literacy classes	Categorical Exclusion (CE)
	Community based seed production, marketing of quality hybrids, regional commercialization of high-quality seed and use of well-adapted seed varieties	Negative Determination with Conditions (NDC)
	Small-scale irrigation technologies and multi-use water systems which may require small-scale construction	NDC
	Activities may include use of improved pest management (pesticides) and improved fertilizers	NDC with a PERSUAP requirement
Output 2. Improved capacity of agriculture extension workers, service providers, farmers, health workers, care givers and health volunteers	Enhancing farmer knowledge on various topics like high yielding and high nutrient crops, optimal fertilizer use, IPM, organic cultivation, composting, livestock production practices, conservation agriculture, nutrient management	NDC
Output 3: Improved and sustainable agriculture production and post-harvest technologies and practices adopted at the farm level	Small scale irrigation technologies	NDC
	Soil management will be improved via conservation tillage practices, composting to increase soil organic matter.	NDC
	Training on post-harvest losses	CE
	Establishment of small-scale post-harvest storage facilities	NDC
	Fish farming may require small scale infrastructure for fish ponds.	NDC
Output 4. Improved Market Efficiency	Capacity building of farmers in marketing	CE
	Investment on market collection centers	NDC
Output 5. Improved Agricultural Policy Environment	Interventions to improve new or better policies through advocacy, technical assistance	CE
Output 6. Increased capacity of GON and local organizations	Increasing GON and local organizations capacity through training	CE
Output 7. Improved	Improve health and nutrition behaviors, improve use of	CE

knowledge and behavior on nutrition, hygiene and sanitation practices	essential hygiene actions within households, increase knowledge of the nutritional value of locally-available foods through information sharing, training	
	Food production in Village Model Farm serving as a demonstration site for community groups to learn how to improve gardening and production of poultry and other livestock.	NDC
Output 8. Improved access to water and sanitation facilities	Small scale construction of water facilities may be a portion of the project. Construction of latrines will not be a part of the project but the project may help communities find funding from other sources (VDC block grants) for the construction of latrines by other organizations.	NDC
	The project may include small-scale construction of water infrastructure.	NDC
Output 9. Increased resilience of vulnerable communities and households through skills development	training to improve literacy, numeracy, and life and business skills, income generating activities, business and marketing training, and improved access to savings and credit	CE

(continued on following page)

[END OF ATTACHMENT 6]

**ATTACHMENT 7 USAID FORM 1420-17 – CONTRACTOR BIOGRAPHICAL DATA SHEET**



OMB Control No. 0412-0520; Expiration Date: 10/31/2010

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

## INSTRUCTION

Indicate your language proficiency in block 13 using the following numeric Interagency Language Roundtable levels (Foreign Service Institute Levels). Also, the following provides brief descriptions of proficiency levels 2, 3, 4, and 5. 'S' indicates speaking ability and 'R' indicates reading ability. For more in-depth description of the levels refer to USAID Handbook 28 or superseding policy directive.

## 2. Limited working proficiency

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

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

## 3. General professional proficiency

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

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

## 4. Advanced professional proficiency

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

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

## 5. Functional native proficiency

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

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

## PAPERWORK REDUCTION ACT INFORMATION

The information requested by this form is necessary for prudent management and administration of public funds under USAID contracts. The information helps USAID estimate overseas logistic support and allowances, the educational information provides an indication of qualifications, the salary information is used as a means of cost monitoring and to help determine reasonableness of proposed salary.

## PAPERWORK REDUCTION ACT NOTICE

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

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

and

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

**[END OF ATTACHMENT 7]**

**ATTACHMENT 8 SF LLL - DISCLOSURE OF LOBBYING ACTIVITIES\***

**CERTIFICATION REGARDING LOBBYING**

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents of all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Organization: \_\_\_\_\_

Street address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

\_\_\_\_\_  
CERTIFIED BY: (type or print)

\_\_\_\_\_  
TITLE:

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(date)

Approved by OMB

0348-0046

**Disclosure of Lobbying Activities**

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

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

<b>Federal Use Only</b>	<b>Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)</b>
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## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

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

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

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

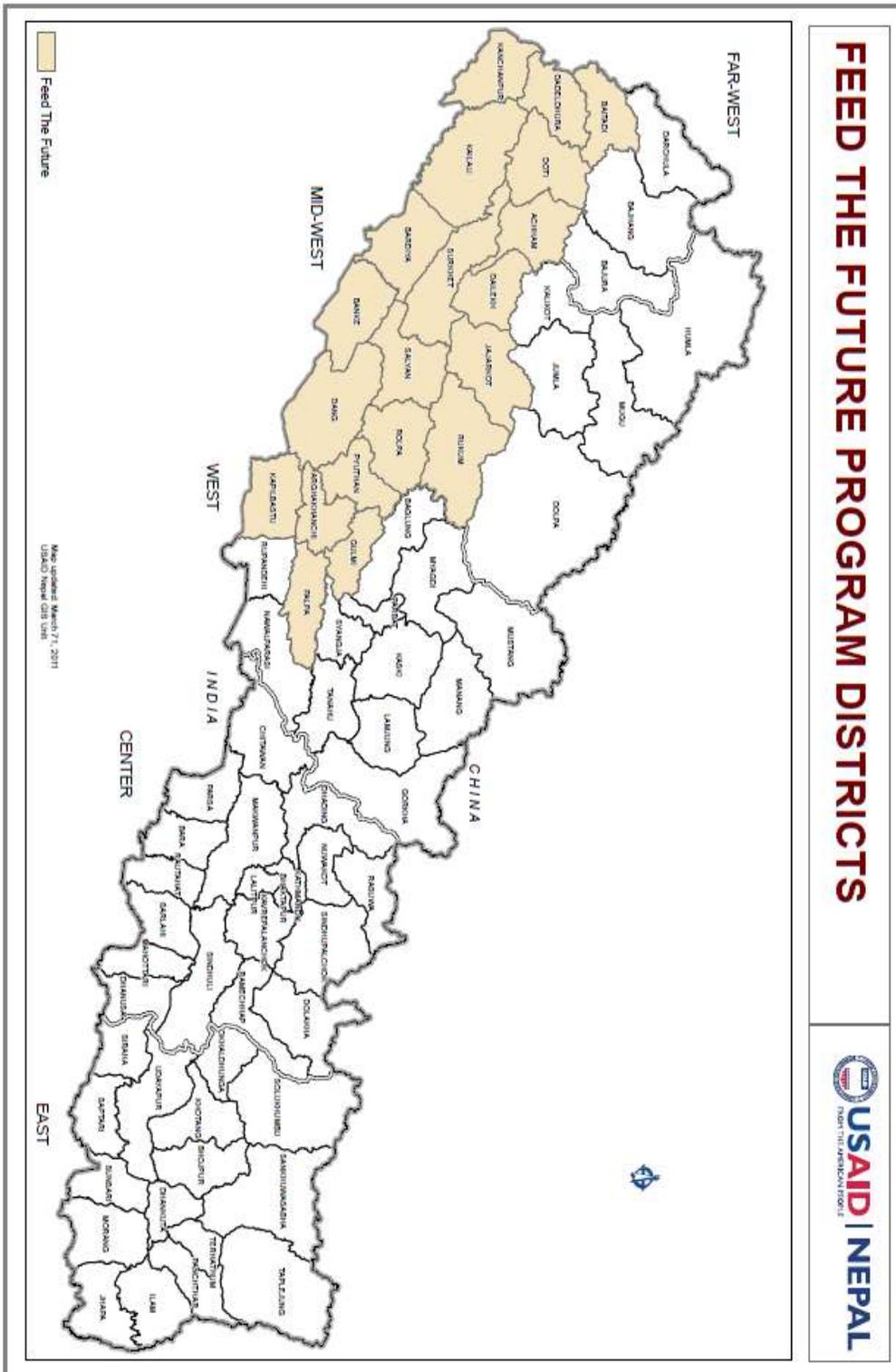
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According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046.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

\*Please note that “SF LLL - DISCLOSURE OF LOBBYING ACTIVITIES-CERTIFICATION REGARDING LOBBYING” form must be completed and submitted with the proposal.

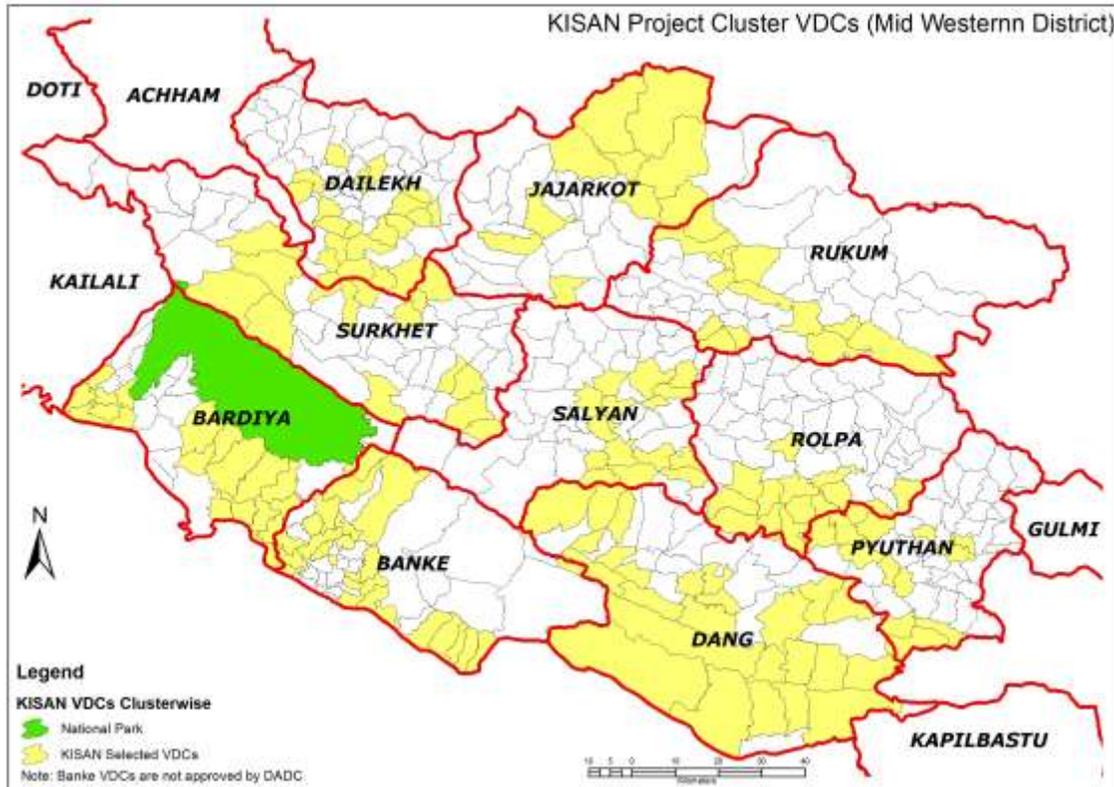
**[END OF ATTACHMENT 8]**

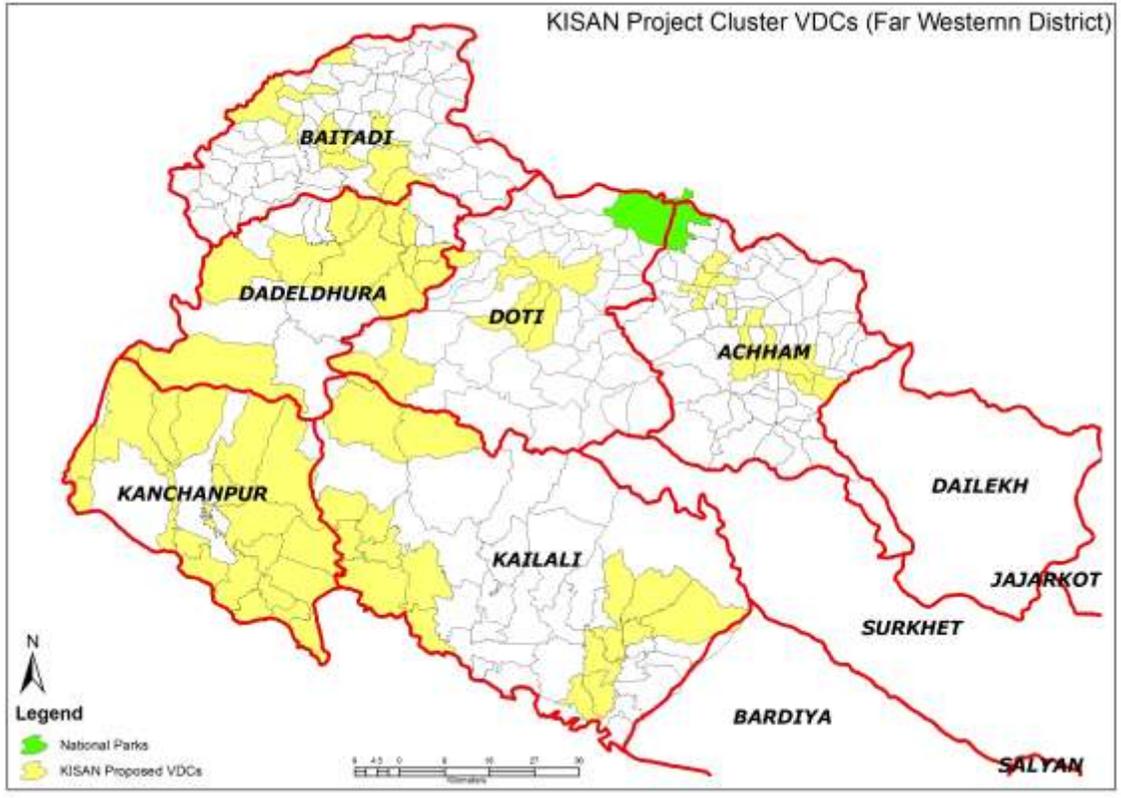
### ATTACHMENT 9 FEED THE FUTURE PROGRAM DISTRICTS MAP



[END OF ATTACHMENT 9]

**ATTACHMENT 10 KISAN VDCs IN MID-WESTERN AND FAR-WESTERN REGIONS (CONT.)**





**KISAN VDCs:****Mid-Western Region:**

## 1. Banke (tentative)

Cluster 1: Bankatti, Betahani, Holiya, Kamdi, Hirminiya, Puraina, Puraini

Cluster 2: Sitapur, Radhapur, Udarapur, Bageshwari, Khajurakhurd, Raniyapur

Cluster 3: Bankatwa, Naubasta, Chisapani, Kohalpur, Samsergunj

Cluster 4: Kalaphata, Katkuiya, Laxmanpur, Narainapur, Matehiya, Gangapur

## 2. Bardiya

Cluster A: Rajapur, Bhimapur, Manuan, Khairichandanpur, Badalpur, Daulatpur, Manputapra

Cluster B: Motipur, Deudakala, Dhadbar, Baniyabhar, Padnaha, Magragadi

Cluster C: Mohamadpur, Kalika, Maniapokhar, Sorhawa, Jamuni

## 3. Dailekh

Cluster 1: Chauratha, Bidhayabasini, Paganath, Room, Badabhairav, Lakuri

Cluster 2: Dadaparajuli, Gouri, Baraha, Seri, Gaganpani, Lalikada, Piladi

Cluster 3: Mallika, Nepa, Chusipusakot, Paduka, Bhairaikalikakathum

Cluster 4: Badakhola, Khairigaira

## 4. Dang:

Gadhawa Cluster: Gadhawa, Gangaparashpur, Gobardiya, Bela, Rajpur

Lamahi Cluster: Satbariya, Chailahi, Sonpur, Sisahaniya, Lalmatiya

Ghorahi Cluster: Loharpani, Kavra, Rampur, Narayanpur, Saudiyar, Dharna, Dhikpur

Tulsipur Cluster: Goltakuri, Phulbari, Urhari, Shantinagar, Hekuli, Dhanauri, Panchakule, Baghmare, Purandhara

## 5. Jajarkot

Cluster 1: Nayakwada, Paink, Ramidanda, Rokayagaun, Sakala

Cluster 2: Bhoor, Dasera, Khagenkot, Lahai, Pajaru

## 6. Pyuthan

Cluster 1: Manghkot, Maranthana, Torbang

Cluster 2: Nayagoan, Gothibang, Bhingri, Sari, Belvaspur, Swargidwarikhal, Ramdi

Cluster 3: Hanspur, Dhungegadhi and Bangeshal

## 7. Rolpa:

Cluster 1: Kotgaun, Khumel

Cluster 2: Nuwagaun, Dubring, Sakhi, Jedwang, Jhenam

Cluster 3: Dubidanada, Jaulipokhari, Masina

Cluster 4: Aresh, Ghodagaun, Khungri, Sirpa

## 8. Rukum

Cluster 1: Syalapakha, Morawang, Mahat, Rukumkot, Kankri, Bhafikot

Cluster 2: Rugha, Khara, Muru, Jhula, Magma, Athabiskot, Athabisdadagaon

## 9. Salyan:

Cluster 1: Kotbara, Kotmala, Pipal Neta, Tharmare

Cluster 2: Chhayachhetra, Dandagaun, Kajeri, Khalanga, Siddheswar  
Cluster 3: Karagithi, Kavra, Phalawang, Rim, Sinwang, Tribeni

10. Surkhet

Cluster 1: Sahare, Malarani, Dahachaur, Khumkhahare, Chhinchhu

Cluster 2: Matela, Aawalching, Pamka, Ratu, Jarbuta

Cluster 3: Kunathari, Pokharikanda, Taranga, Hariharpur, Gadhi

**Far-Western Region:**

VDC selection is currently in progress for these six districts.

1. Achham
2. Baitadi
3. Dadeldhura
4. Doti
5. Kailali
6. Kanchanpur

**Western Region:**

VDC selection is currently in progress for these four districts.

1. Arghakhachi
2. Gulmi
3. Kapilvastu
4. Palpa

**[END OF ATTACHMENT 10]**

**ATTACHMENT 11 FEED THE FUTURE INDICATORS**

<b>F Indicator</b>	<b>Global FTF RF#</b>	<b>TITLE in FTF Results Framework (RF)</b>	<b>Indicator Title</b>	<b>Req. by FTF</b>	<b>Collaborative</b>	<b>Who collects?</b>	<b>Frequency of collection?</b>	<b>Indicator Type</b>	<b>Means of Verification</b>
<b>Outcome 9.</b> Increased resilience of vulnerable communities and households through skills development: a) Basic literacy and numeracy, b) Life skills (including family planning, legal rights, HIV/AIDS); c) Entrepreneurial skills									
4.7-4	5	Increased resilience of vulnerable communities and households	Prevalence of households with moderate or severe hunger	Required	Suaahara	Feedback/ Centrally-funded and Local Eval. Contractor	Baseline, midpoint, endline	Outcome	PBS
4.7-4a			Female no Male Adult households (FNM)						
4.7-4b			Male no Female Adult households (MNF)						
4.7-4c			Male and Female Adult households (M&F)						
4.7-4d			Child no Adults households (CNA)						
4.5.2-14	5	Increased resilience of vulnerable communities and households	Number of vulnerable households benefiting directly from USG assistance	Suggested	Suaahara	Implementing Partners (Baseline: 0 or FY 2010 data)	Annually	Output	Project records, surveys, training participant lists
4.5.2-14c			Female no male adult households (FNM)						
4.5.2-14d			Male no female adult households (MNF)						
4.5.2-14e			Male and Female adult households (M&F)						
4.5.2-14f			New						
4.5.2-14g			Continuing						
4.5.2-14h			Child no Adults households (CNA)						
4.5.2-25	5	Increased resilience of vulnerable communities and households	Number of people with a savings account or insurance policy as a result of USG assistance	Suggested		Implementing Partners (Baseline: 0 or cumulative sum of previous projects)	Annually	Outcome	Program documents and survey participants

4.5.2-25a			Number of men						
4.5.2-25b			Number of women						
4.5.2-25c			Number of people with a savings account						
4.5.2-25d			Number of people with an insurance policy						
4.5.2-25e			Number of accounts or policies jointly-held						
3.3.3-15			Number of USG social assistance beneficiaries participating in productive safety nets	Required		Implementing Partners (Baseline: To be established)	Annually	Output	Project reports, program review result documents, unit count from project records
3.3.3-15a			HIV-affected						
3.3.3-15b			Number of men						
3.3.3-15c			Number of women						
3.3.3-15d			Other targeted vulnerable people						
3.3.3-15e			Food insecure						
3.3.3-15f			Community assets strengthened						
3.3.3-15g			Human assets/capital strengthened						
3.3.3-15h			Household assets strengthened						
3.3.3-15i			New						
3.3.3-15j			Continuing						

4.5.2-7	1.1	Enhanced human and institutional capacity development for increased sustainable agricultural sector productivity	Number of individuals who have received USG supported short term agricultural sector productivity or food security training	Required	KISAN	Implementing Partners (Baseline 0)	Annually	Output	IP program documents
4.5.2-7a			Number of men						
4.5.2-7b			Number of women						
4.5.2-7c			Producers (farmers, fishers, pastoralists, ranchers, etc.)						
4.5.2-7d			People in private sector firms (e.g., processors, service providers, manufacturers)						
4.5.2-7e			People in government (e.g., extension workers, policymakers)						
4.5.2-7f			People in civil society (e.g. NGOs, CBOs, CSOs, research and academic organizations)						
3.1.9-1	8	Improved utilization of maternal and child health and nutrition services	Number of people trained in child health and nutrition through USG-supported programs	Suggested	Suaahara, N-CRSP, KISAN	Implementing Partners (Baseline 0)	Annually	Output	IPs' records of training attendance
3.1.9-1a			Number of men						
3.1.9-1b			Number of women						
4.5.2-42	1.2	Enhanced human and institutional capacity development for increased sustainable agricultural sector productivity	Number of private enterprises, producers organizations, water users associations, women's groups, trade and business associations, and community-based organizations (CBOs) that applied new technologies or management practices as a result of USG assistance	Required	KISAN	Implementing Partners (Baseline: 0)	Annually	Outcome	Surveys or group interviews with organizations
4.5.2-42a			New Organizations						
4.5.2-42b			Continuing Organizations						
4.5.2-42c			Producer Organizations						
4.5.2-42d			Water User Associations						
4.5.2-42e			Trade & Business Associations						

4.5.2-42f			Community-Based Organizations						
4.5.2-42g			Private Enterprises						
4.5.2-42h			Women's Organizations						
4.6.3-2			Number of persons receiving new employment or better employment (including better self-employment) as a result of participation in USG-funded workforce development programs			Implementing partners (Baseline: 2009 data)	Annually	Outcome	IP follow-up
4.6.3-2a			Number of men						
4.6.3-2b			Number of women						
CBLD-5			Local Organizational Capacity Assessment Score	Suggested	KISAN	Implementing Partners (Baseline: To be established)	Annually	Outcome	Assessment score sheet collected in the field by working directly with partner organizations to conduct annual organizational capacity assessments
CBLD-5c			Local non-profit organizations						
CBLD-5d			Local for-profit organizations						
GNDR-2			Proportion of female participants in USG-assisted programs designed to increase access to productive economic resources (assets, credit, income or employment)	GNDR	Business literacy	Implementing partners (Baseline: 0)	Annually	Output	IP program documents
GNDR-2a			Age: 10-29						
GNDR-2b			Age: 30 & over						
GNDR-2c			Numerator						
GNDR-2d			Denominator						

GNDR-3			Proportion of females who report increased self-efficacy at the conclusion of USG supported training/programming	GNDR	Business literacy	Implementing Partners (Baseline: To be established)	Start of training/program and end of training/program	Outcome	Survey of training/program participants
GNDR-3a			Age: 10-29						
GNDR-3b			Age: 30 & over						
GNDR-3c			Numerator						
GNDR-3d			Denominator						
GNDR-4			Proportion of target population reporting increased agreement with the concept that males and females should have equal access to social, economic, and political opportunities	GNDR	Business literacy	Implementing Partners (Baseline: To be established)	Start of training/program and end of training/program	Outcome	Survey of training/program participants
GNDR-4a			Number of Men						
GNDR-4b			Number of Women						
GNDR-4c			Numerator						
GNDR-4d			Denominator						
Custom			Percentage of entrepreneurial literacy trainees who successfully complete exam (at conclusion of training) (cross-disaggregate by male, female, youth, adult, vulnerable)	Custom		Implementing Partners	End of training	Outcome	IP program documents and exam records
Custom			Percentage of entrepreneurial literacy trainees that initiate or expand sales of goods and services (cross-disaggregate by male, female, youth, adult, vulnerable)	Custom		Implementing Partners	Annually	Outcome	IP program documents, training records, household surveys

**[END OF ATTACHMENT 11]**

**ATTACHMENT 12 ACCRUALS ESTIMATE REPORTING FORMAT**

Name of the Organization: \_\_\_\_\_  
 Contract Number: \_\_\_\_\_  
 Activity Title: \_\_\_\_\_  
 Activity Start Date: \_\_\_\_\_  
 Activity End Date: \_\_\_\_\_

**Accruals Reporting for the Quarter Ending:** \_\_\_\_\_

	Deliverable (Key items)	A	B	C	D	E = (C+D)	F (B-E)
		Total Budget/ Price	Total Obligated Amount	Actual Expenditure	Estimated Expenditure	Total Expenditure	Unliquidated/ Pipeline Balance
1	Program Plans					0	
2	Periodic Reports					0	
3	Activity 1: Development of Literacy Materials					0	
4	Activity 2: Training of Trainers					0	
5	Activity 3: Delivery of Business Literacy Training to Beneficiaries					0	
6	Other Implementation Requirements					0	
	a) Management Burden (Section C.9 and other USG compliance)					0	
	b) Implementation of Branding Implementation and Marking Plan and Outreach and Communications Plan					0	
	c) M&E Plan Implementation (includes M&E Key personnel expense)					0	
	<b>Total</b>	0			0	0	

\_\_\_\_\_  
**Prepared by:**  
 Date:

\_\_\_\_\_  
**Certified by:**  
 Date:

**[END OF ATTACHMENT 12]**

**ATTACHMENT 13 SAMPLE TABLES OF CONTENTS FOR LITERACY  
MATERIALS**

**SAMPLE TABLE OF CONTENT-LITERACY**



**आयआर्जनको लागि शिक्षा कार्यक्रम**

**पूर्व व्यवसाय (भाग ३)**

**उद्यमशीलता तर्फ**

### विषय-सूची

विषय	पेज नं.
पुस्तकको उद्देश्य र प्रयोग गर्ने तरिका लोगोको चिनारी	
<b>खण्ड क : व्यवसाय सम्बन्धी आधारभूत जानकारीहरू</b>	<b>१-२८</b>
पाठ १ निर्वाहमुखी उत्पादन	१
पाठ २ व्यवसायिक उत्पादन	४
पाठ ३ लघुउद्यम	६
पाठ ४ उद्यमशीलता	१०
पाठ ५ जो कोही पनि व्यवसायी बन्न सक्छन्	१२
पाठ ६ समूहमा पनि व्यवसाय गर्न सकिन्छ	१४
पाठ ७ स्वस्थ व्यक्ति नै सफल व्यवसायी हुन्छ	१६
पाठ ८ व्यवसायबाट उत्पादित वस्तु बिक्री गर्न सकिने ठाउँहरू	१८
पाठ ९ बढी फाइदा लिन के गर्नु पर्छ ?	२१
पाठ १० व्यवसाय बढाउने उपायहरू	२५
<b>खण्ड ख : स्थानीय स्तरमा गर्न सकिने व्यवसायहरू</b>	<b>२९-७२</b>
पाठ ११ तयारी खाद्य उत्पादन	२९
पाठ १२ दुग्ध प्रशोधन व्यवसाय	३१
पाठ १३ सामुदायिक वनभिन्न आयआर्जन	३३
पाठ १४ बाँस, बेंत तथा निगालोबाट बनाउन सकिने सामानहरू	३५
पाठ १५ मौरी पालन	३७
पाठ १६ बाखा पालन	३९
पाठ १७ माछा पालन	४२
पाठ १८ तरकारी खेती	४५
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लागि शिक्षा**

**पूर्व व्यवसाय (भाग २)**

**जीवन उपयोगी सीप, पोषण, एच.आई.भी. र  
एड्स तथा द्वन्द्व न्यूनीकरण**

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**पूर्व व्यवसाय (भाग ३)**

**उद्यमशीलता तर्फ**

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**SAMPLE TABLE OF CONTENT-ACCESS TO FINANCE**

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**आयआर्जनको लागि शिक्षा कार्यक्रम**

**पूर्व व्यवसाय (भाग 8)**

**आयआर्जनको लागि ऋणमा पहुँच**

### विषय-सूची

विषय	पेज नं.
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[END OF ATTACHMENT 13]

**ATTACHMENT 14 KISAN PROJECT OFFICE LOCATIONS**

S.N	DISTRICT	ADDRESS	CONTACT NOS.	
			Mobile No.	Residence
1	Dailekh	Narayan Nagarpalika, ward No. 1; Naya Bazar, Dailekh	9848062903	098-420245
2	Rukum	Rukum, Khalanga, Hulaktole, ward-1		
3	Rolpa	Liwang-6, Rolpa		086-440047
4	Surkhet	Birendranagar-8		083-525710
5	Jajarkot	Khalanga Bazar, Bahunbara, Jajarkot	9748012161	
6	Pyuthan	Khalanga-4, Pyuthan	9857831650	
7	Bardiya	Guleriya Municipality, Ward No. 6, DDC Road, Bardiya	9858021586	084-420151
8	Salyan	Khalanga VDC, Ward no. 2, Srinagar, Salyan	9847843778	
9	Dang	Gorahi Ward no. 11, Saraswatitol, Dang	9857832157	
10	Nepalgunj	Banke Bagiya, Ward no. 17, Nepalgunj		
11	Lalitpur	House no. KHA 194, Sanepa, Lalitpur	9851030272	

**[END OF ATTACHMENT 14]**

## ATTACHMENT 15 LOGICAL FRAMEWORK

### Logical Framework for Project Design

**Project Title: Feed the Future – Integrated Agriculture Productivity, Income Generation, and Nutrition Improvement**

**Date: October 19, 2011**

Note: \* indicates a BFS required indicator

\*\* indicates a BFS required Whole of Government indicator

Narrative Summary	Objectively Verifiable Indicators	Means of Verification	LOP Targets	Important Assumptions
<p><b>Goal:</b> Reduce Hunger and Poverty and Improve Nutrition in Nepal</p>	<ul style="list-style-type: none"> <li>• * % of people living on less than \$1.25/day</li> <li>• * Prevalence of underweight children under 5<sup>4</sup></li> <li>• * % of national budget invested in nutrition</li> <li>• * % of national budget invested in agriculture</li> <li>• * % change in agricultural GDP</li> <li>• * % of national budget invested in nutrition</li> <li>• * % of national budget invested in agriculture</li> <li>• * Change in average score in Household Hunger Index</li> </ul>	<p>NDHS 2011 and 2015</p>		

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<sup>4</sup> The Project will measure prevalence of underweight children under 5 (as per FTF requirements) and disaggregate data to capture underweight children under 2 (as per GHI requirements).

Narrative Summary	Objectively Verifiable Indicators	Means of Verification	LOP Targets	Important Assumptions
<p><b>Project Purpose:</b> Increased agriculture productivity and income, improved nutritional status of rural women and children under 5, and increased resilience of vulnerable communities and households</p>	<ul style="list-style-type: none"> <li>• Land productivity increased by X% (disaggregate by crop)</li> <li>• Change in household income (Disaggregate by source of income – farm, labor, remittances, etc.).</li> <li>• * Prevalence of stunted children under 5</li> <li>• * Prevalence of wasted children under 5</li> <li>• * Prevalence of underweight women</li> <li>• * Prevalence of anemia amongst children 6-59 months</li> <li>• * Number of jobs attributed to FTF implementation</li> <li>• * Prevalence of households with moderate or severe hunger</li> <li>• * Prevalence of children 6-23 months receiving a minimum acceptable diet</li> <li>• * Prevalence of exclusive breastfeeding of children under six months of age</li> <li>• * Prevalence of anemia among women of reproductive age</li> </ul>	<p>NDHS 2011 and 2015 MOAC production reports Survey data from local M&amp;E contractor</p>	<p>Productivity increased by _____ tons/hectare <b>(pending)</b></p> <p>HH income increased by 200-300%</p> <p>Stunting reduced from present level i.e. 41% to 35% Wasting reduced from present level 11% to 10% Underweight reduced from present level 29% to 22% Children’s anemia reduced from present level 46 to 44% Women’s anemia reduced from present level 35% to 33%</p>	<ul style="list-style-type: none"> <li>• Security and political situation does not further deteriorate</li> <li>• New government structures under new constitution will support and improve health systems at the local and national level</li> <li>• Epidemics and natural disasters do not significantly disrupt development programs</li> <li>• Continued support from government agencies [bi-annual vitamin A supplementation, Iron and calcium supplementation s)</li> <li>• DHS data will suffice for estimating baseline data</li> </ul> <p>Risks: Bandhs, strikes, emergency natural disasters, and chronic natural disasters (drought).</p>

Narrative Summary	Objectively Verifiable Indicators	Means of Verification	LOP Targets	Important Assumptions
<p><b>Outputs:</b></p> <p>1. Farmers receive improved and increased agriculture inputs</p> <p>a) Improved seed production</p> <p>b) Improved system distribution of agriculture inputs</p> <p>c) Improved access to credit and other financial services</p>	<p>1.1a Production of high-quality seeds increased by X tons</p> <p>1.2a % increase in quantity of seeds (in tons) contracted</p> <p>1.3b % of target farmers confirm that required inputs are timely and available (disaggregate by source)</p> <p>** 1.4c Value of Agricultural and Rural Loans</p> <p>1.5c % of beneficiaries accessing financial services (bank loans, savings groups, etc.)</p> <p>* 1.6 Gross margin per unit of land or animal of selected product (crops/animals selected varies by country)</p>	<p>Baseline survey</p> <p>Household survey</p> <p>MOAC food balance and production reports</p> <p>Site visits</p> <p>Periodic progress reports</p> <p>Mid-term and final evaluations</p>	<p>1.1a 1,000 tons of seed produced</p> <p>1.2a 50% increase in quantity of seeds (in tons) contracted</p> <p>1.3b 66% of farmers report that inputs are timely and available.</p> <p>1.5c 80% of beneficiaries accessing financial services</p>	<p>1. Adequate labor is available (considering outmigration and youth disinterest in agriculture)</p> <p>1. Land tenure policies do not restrict programs (consider landless in the selection of target beneficiaries)</p> <p>1. Limited fertilizer access does not cause failure of project (or other projects/donors address).</p> <p>1. Roads adequate for agriculture transport</p> <p>1. Improved varieties of seeds are developed and available for distribution.</p> <p>1. Farmers have adequate access to capital to be able to procure new technologies</p>
<p>2. Improved capacity of agriculture extension workers, service providers, farmers, health workers, caregivers, and health volunteers.</p>	<p>2.1 Number of ag extension workers, and service providers successfully complete exam at end of training (disaggregated by group: ToT for ag extension, lead farmers, coops)</p> <p>** 2.2 Number of individuals who have received USG supported short-term agricultural sector productivity or food security training</p> <p>2.3 Number of trainers/supervisors, health workers, volunteers,</p>	<p>Monthly program activity reports</p> <p>Health workers/volunteers records</p> <p>Project records</p>	<p>2.1 80% pass exam</p> <p>2.3 160,000 farm families trained in agriculture, nutrition, hygiene and sanitation promotion</p> <p>2.4 5,000 trainers/supervisors, extension agents, local service providers, health workers,</p>	<p>2. Health workers, extension agents and volunteers are willing and motivated to participate;</p> <p>2. Mothers and fathers or HHs males are willing to participate in the training</p> <p>Risks: Mothers workload and time constraints</p>

Narrative Summary	Objectively Verifiable Indicators	Means of Verification	LOP Targets	Important Assumptions
	mothers, fathers and caregivers trained on nutrition, hygiene and sanitation promotion		volunteers, mothers, fathers and caregivers trained on nutrition, hygiene and sanitation promotion	
3. Improved and sustainable agriculture production and post-harvest technologies and practices adopted at the farm level	<p>** 3.1 Number of farmers who have applied new technologies and management practices as result of Project assistance(disaggregated by type) (cross-cutting indicator: GHI, GHI and DRR)</p> <p>3.2 % increase in farmers using improved seed varieties (disaggregated by crop)</p> <p>** 3.3 Number of hectares under improved technologies or management practices as a result of USG assistance (disaggregated by small-scale irrigation, conservation agriculture, inter-cropping, climate resilient technologies, IPM, etc.)</p> <p>3.4 % reduction in loss due to spoilage</p> <p>* 3.6 Number of hectares of agricultural land (fields, rangeland, agro-forests) showing improved biophysical conditions as a result of USG assistance</p>	Project records Household survey data	<p>3.1 160,000 farmers have applied new technologies and practices</p> <p>3.2 70% of farmers using improved seed varieties</p> <p>3.3 45,000 hectares under improved technologies or management</p>	3.Farmers are willing to accept and use new technologies
4. Improved market efficiency	<p>* 4.1 % Value of incremental sales (collected at farm- level) attributed to Project implementation</p> <p>4.2 % of farmers who access timely market information (disaggregated by method)</p> <p>4.3 % of farmers who utilize collection centers</p> <p>4.4 Value of sales transacted at collection centers</p> <p>* 4.5 Value of new private sector investment in the agriculture sector or food</p>	Project records Household income survey Collection center records	<p>4.2 80% of farmers access timely market info</p> <p>4.3 75% of farmers lacking access to markets utilize collection centers</p>	4. Market-driven distribution is adequate for food to reach food-deficit districts in target region 4. Adequate infrastructure and transportation exists for marketing system

Narrative Summary	Objectively Verifiable Indicators	Means of Verification	LOP Targets	Important Assumptions
	chain leveraged by Project implementation.			
5. Improved agricultural policy environment	5.1 Number of policies/ regulations/ administrative procedures in each of the following stages of development as a result of USG assistance (Analyzed, drafted and presented for public/stakeholder consultation, presented for legislation/decree, passed/approved, passed for which implementation has begun)	Project records from IFPRI	Targets to be set after baseline assessment	5. National and local governments enact and implement appropriate agriculture policies
6. Increased capacity of GON and local organizations	6.1 Number of new technologies and management practices introduced to by the Project ** 6.2 Number of private enterprises, producers organizations, water users associations, women's groups, trade and business associations and CBOs receiving assistance under Project 6.3 Change level/quality of support GON extension agents deliver to Project households/groups ** 6.4 Number of private enterprises, producers organizations, water users associations, women's groups, trade and business associations, and community-based organizations (CBOs) that applied new technologies or management practices as a result of USG assistance * 6.5 Number of firms (excluding farms) or CSOs engaged in agricultural and food security-related manufacturing and services now operating more profitably (at or above cost) because of USG assistance	Project records Participant surveys Training test scores	Targets to be set after baseline assessment	6. Research institutions can continue to develop climate resilient technologies

Narrative Summary	Objectively Verifiable Indicators	Means of Verification	LOP Targets	Important Assumptions
7. Improved knowledge and behavior on nutrition and sanitation practices	7.1 % of infants exclusively breastfed during the first 6 months 7.2 % of children 6-24 months of age receiving at least 4 food groups per day in addition to breastfeeding 7.3 % of caregivers who administer increased fluids as a treatment for diarrhea 7.4 Women's dietary diversity <sup>5</sup> 7.5 Percentage of households with soap and water at the washing place	Monthly activity reports/House holds survey KAP survey Program records Young child dietary diversity scale used Monthly activity reports Health workers/volunteers records Project records DHS	7.1 73% of infants exclusively breastfed during the first 6 months 7.2 50% of children 6-24 months of age receiving at least 4 food groups per day in addition to breastfeeding 7.3 55% of women with improved scores in dietary diversity 7.4 45% of households with soap and water at the washing place	7. Support and coordination with district-line agencies and existing projects 7. Acceptance by community members to incorporate positive nutrition and health practices into daily routine. 7. Community member/ mothers are willing and able to pass the knowledge with their relatives, other HHs
8. Improved access to water and sanitation facilities <sup>6</sup>	8.1 Number of households with access to improved drinking water supply 8.2 % of households with access to an improved sanitation facility	Monthly activity reports Health workers/volunteers records Project records	8.1 60% of households have access to drinking water supply	8. Individuals use sanitation facilities regularly and correctly 8. Funding for construction of improved facilities is available and can be accessed by those supported by the Project.
9. Increased resilience of vulnerable communities and households through skills	9.1 Number of vulnerable households benefiting directly from USG assistance 9.2 Number beneficiaries trained 9.3 Number (and %) of	Project records from local implementer	9.1 37,500 (one beneficiary per HH) vulnerable households benefiting directly from USG assistance	9. Demand for literacy programs remains high in areas with similar interventions

<sup>5</sup> Women's Dietary Diversity is calculated as: Mean # of food groups consumed by women of reproductive age disaggregated by pregnant or lactating.

<sup>6</sup> The Project will not directly construct improved water and sanitation facilities but will instead assist farmers, PCVs and participating organizations to apply for available funding (Village Block Grants, GAFSP funds, SPA grants, etc.) to construct such facilities.

Narrative Summary	Objectively Verifiable Indicators	Means of Verification	LOP Targets	Important Assumptions
<p>development:</p> <p>a) Basic literacy and numeracy</p> <p>b) Life skills (including family planning, legal rights, HIV/AIDS)</p> <p>c) Entrepreneurial skills</p>	<p>trainees that successfully complete exam (at conclusion of training)</p> <p>9.4 Number (and %) of trainees that initiate or expand sales of goods and services</p>		<p>9.2 37,500 beneficiaries trained</p> <p>9.3 97% (36,375) of beneficiaries successfully completing the literacy training</p> <p>9.4 90% (32,738) of trainees that initiate/expand sales of goods/services</p>	<p>(e.g. EIG)</p> <p>9. Sufficient number of participants are able to successfully complete training</p> <p>9. Training modules are appropriate and useful for local context</p>
<p><b>Inputs:</b></p> <ul style="list-style-type: none"> <li>• Training, TOT and capacity building for improved productivity, nutrition, sanitation, hygiene, skills development, policies, research;</li> <li>• Demonstration activities (seeds, technologies, nutritious foods for kitchen gardens, etc.),</li> <li>• Support to agricultural service providers,</li> <li>• Create linkages among suppliers, buyers and creditors/financial service providers,</li> <li>• Establishment of farmer groups/cooperatives;</li> <li>• Construction of seed storage structures, multi-use water</li> </ul>	<ul style="list-style-type: none"> <li>• (New) Contract to organization to for Components A and B - \$23.5m</li> <li>• (New) Contract to local organization(s) for Components A and B from years 3 onward - \$12m</li> <li>• (New) Contract to local organization for Component C (Literacy/Numeracy, etc.) (new)- \$3m</li> <li>• (Ongoing) Policy support through the International Food Policy Research Institute (IFPRI) – \$2.6m</li> <li>• (Ongoing) Integrated Pest Management (IPM) Collaborative Research Support Program (CRSP) for work with high-value vegetables, micro-irrigation and biological pest control (ongoing) - \$500K</li> <li>• (Ongoing) Implementation Letter with MOAC for improved livestock breeding and cereal seed production project - \$4.6m</li> <li>• (Ongoing) Cereal Systems</li> </ul>	<p>Project records</p> <p>Financial documentation</p> <p>Audits</p> <p>Site visits</p> <p>Reports</p>	<p>N.A.</p>	<p>USAID/Nepal funding levels remain stable.</p>

Narrative Summary	Objectively Verifiable Indicators	Means of Verification	LOP Targets	Important Assumptions
<p>systems, multi-purpose ponds, fish farms, and small-scale irrigation infrastructure;</p> <ul style="list-style-type: none"> <li>• Promote improved timely access to market info via mobile phones,</li> <li>• Facilitate construction of improved water and sanitation facilities (anticipated activities to be facilitated by project but not directly constructed)</li> </ul>	<p>Initiative for South Asia for improved sustainable farming practices - \$2.1m</p> <ul style="list-style-type: none"> <li>• (New) Award to local M&amp;E firm, supported by IFPRI - \$1.5m</li> <li>• (New) Support to Peace Corps to re-establish Peace Corps/Nepal and assist with Project monitoring and implementation - \$6.6m</li> <li>• Awards/contracts to local organizations in years 3-5 to (new)- \$6m</li> </ul>			

[END OF ATTACHMENT 15]

**ATTACHMENT 16 GANTT CHART OF ACTIVITIES**

**See separate EXCEL ATTACHMENT 16 to this Solicitation**

**[END OF ATTACHMENT 16]**

## **ATTACHMENT 17 PROGRAM BACKGROUND**

### **Nutrition and Hygiene Challenges**

USAID/Nepal and other donors joined in a Government of Nepal (GON)-led process to identify nutrition needs in Nepal. According to the 2011 Nepal Living Standards Survey (NLSS), 44% of the population does not have access to toilets and thus practices open defecation, which contributes to high diarrheal disease morbidity and detrimental effects on nutritional status. The problem analysis and knowledge management review reveals that the main underlying causes of hunger, poverty, and under-nutrition in Nepal include low agricultural productivity, poor household decisions about food distribution and consumption, limited livelihood opportunities, weak market linkages, poor enabling environment, poor hygiene and sanitation practices, and inadequate production, availability and consumption of nutritious, locally-available foods.

The main nutrition and hygiene challenges to be addressed are listed below:

- Harmful feeding practices and behaviors (e.g. males eat first, low weight gain during pregnancy, traditional practices toward pregnant and menstruating women)
- Inadequate understanding of nutrition, particularly for pregnant women and young children (e.g. breastfeeding, complementary feeding, infant and young child feeding)
- Limited access to safe drinking water and sanitation facilities and poor sanitation and hygiene awareness (e.g. food safety and preparation; hand washing)
- Inadequate access to and/or utilization of high nutrient food
- In areas where production is sufficient, food behaviors and practices remain the major barriers. In other more food insecure communities, the sheer absence of lack of variety of diverse foods poses a threat to the nutritional status of women and children.

Given the rich diversity of culture, geography, ethnicity and beliefs in Nepal, programs that attempt to change nutrition related practices must begin by understanding both the negative and positive behaviors in a particular location as well as the community level barriers to improved nutrition-related behaviors. Programs will target male and female household members.

### **Agriculture Challenges**

The binding constraints to agriculture in Nepal include low and declining investment in agricultural research and extension, a poor enabling environment, confusing and contradictory regulations, poor access to quality inputs and services and limited basic infrastructure have inhibited productivity and led to significant post-harvest losses. The following lists the challenges to specific agricultural value chains:

High value vegetables:

- Lack of irrigation technology
- Limited access to quality inputs, particularly seeds
- Limited technical knowledge (including pest management and appropriate timing and sequencing of crops)
- Inadequate knowledge of pricing and access to markets
- Fragmentation of production supply

Rice, maize, and pulses:

- Poor water management
- Limited dissemination of improved seeds and other inputs

- Poor knowledge of techniques to increase crop cycles and adapt cropping systems to maximize productivity
- Inadequate flood and drought preparedness, especially with changing hydrology and rainfall patterns due to climate change effects
- Poor and efficient linkages between producers and consumers and poor access to markets for farmers

### **Challenges in Integrating Vulnerable Groups**

In Nepal's traditionally patriarchal social hierarchy system, gender and caste relationships are shaped by broad inter-related parameters based on community norms and social hierarchy, demographic factors, institutional and legal structures, economic conditions, and political developments. Women, Dalits, and other disadvantaged castes and disadvantaged groups typically have less access to education, medical facilities, and other social services and little access to property ownership or cash. For example, only 14% of working women are paid fully in cash, while 41% are paid in food or other materials.<sup>7</sup> Dalits in the Terai have among the highest poverty rates in Nepal (49.2% vs. 42.6% national average).<sup>8</sup>

The majority of Nepali women are engaged in agriculture. Since the current fertility rate is 3.1 nationally, but much higher in some areas (particularly in the Mid-Western and Far-Western Regions), most women have the multi-faceted role of caring for fields and livestock, taking care of children and doing domestic chores. Furthermore, political uncertainty and declining employment opportunities have resulted in a significant number of male laborers migrating for work abroad.<sup>9</sup> This has added even more responsibilities for these women. In addition to higher levels of poverty, women and children typically suffer greater hunger levels. Often, female headed households use harsher mechanisms (e.g. skipping meals or selling assets) than male headed households to cope with hunger and food shortages.

The main challenges to integrating vulnerable groups are listed below:

- Gender:
  - Existence of cultural, economic, technical and other factors that impose barriers to women participating in the workforce, earning an adequate income, and/or receiving income they've earned
  - High rates of male outmigration that leave women with greater workload and limited cash availability, as well as a culturally-based inability to make decisions on behalf of the household
- Marginalized Groups:
  - Exclusion of disadvantaged castes and ethnic groups such as women, Dalits and Janajatis from social and economic activities following cultural norms
  - Less access to education, medical facilities, and other social services and little access to property ownership or cash
  - Integrating internally displaced persons and victims of conflict into social and economic fabric
- Youth (generally, aged 16 to 30 years):
  - Lack of employment opportunities
  - Lack of adequate education

<sup>7</sup> Nepal Demographic and Health Survey, 2006

<sup>8</sup> UNDP, "The Dalits of Nepal and the New Constitution," September 2008

<sup>9</sup> Adhikari, Ramesh, and Podhisita, Chai, "Household Headship and Early Child Death in Nepal", June 2010

### **Other Major Food Security Challenges**

- Climate change risks (e.g. increased drought and flood, new and more frequent pest and disease outbreaks, temperature rise, shifting rain patterns, changes in glacier water storage) have increased the vulnerability of the poor to natural disasters.
- Low government capacities, marked by poor financial practices and inefficient use of funds, lack of technical and management competency, limited staffing and resources at local levels, poor coordination, and policy gaps.
- Low local organization capacity marked by lack of experience with donor interventions, weak technical and management competency, poor coordination, and policy gaps.
- Food prices continue to rise. The current year-on-year food price inflation rate is up to 15-18%, whereas recent agricultural GDP growth rate is only 2.5 to 3.5%.
- Lack of livelihood opportunities and market volatilities increase the vulnerability of the poor, resulting in youth outmigration, and declining labor availability.
- Limited access to capital, especially for marginalized groups
- Poor infrastructure that limits access to markets and clean water

### **Challenges in Literacy for Women and Disadvantaged Groups**

With three-quarters of women unable to functionally read and write, the illiteracy rate in Nepal is one of the highest among low-income countries. This remains the case despite efforts by the government and many non-governmental organizations (NGO) to implement literacy programs for women. Literacy attainment among women in Nepal has potentially far-reaching implications for individuals, families, communities and national development. The increased knowledge, skills, attitudes and self-confidence that come with acquisition of literacy skills have been demonstrated to help women in many ways. Literate women more successfully pursue income-generating activities and become more active in community groups and organizations. They also more effectively pursue their individual and family health needs and provide better support for their children's schooling.

Large gender gaps persist in the literacy status of 15-24 year olds. For example, in 2006, 21.3% of females aged 15-19 years and 11.3% of females aged 10-14 years were illiterate compared to 4.5% and 4.0% of males, respectively (MOHP et al. 2007). Literacy data for various social groups also reveal substantial disparities among Hill and Terai Dalits, Terai Brahmin and Terai Dalits, and marginalized Janajati groups (UNDP 2009). There are also significant gender inequalities within all social groups, particularly among Terai Dalits and Muslim communities. One of the main issues in improving literacy rates has been the inability to reach these low-literacy groups through locally appropriate literacy programs. In addition, retaining newly acquired literacy skills and linking them with income-generation activities has long been a challenge (Nepal MDGs Progress Report 2010).

The empowerment of women and other groups is influenced by their educational, social and economic status. There is a direct link between economic status and educational attainment. Literacy programs provide second chances for those women and marginalized groups to participate in educational, social and economic activities.

USAID/Nepal's previous experience has shown that literacy, numeracy, and life and business skills training have transformational impact, especially for poor rural women. According to the 2011 NLSS, Nepal's adult literacy rate is 60.9% (72.2% male and 51.4% female). Nationally, female literacy has more than doubled since 1996, though it still lags behind males. Female literacy rates are particularly low in the target regions: 23.4 % in the Far-Western Region and 28.6% in the Mid-Western Region, as per the 2004 Nepal Human Development Report.

Improving literacy and other skills in the target populations will enable them to have greater gains from the nutrition and agriculture interventions provided by Feed the Future interventions and supporting activities.

### **Linkages between Education and Inclusion**

The 2011 NLSS suggests that with respect to educational status, females are comparatively more disadvantaged than their male counterparts. For instance, never-attendance rate is 23% for male population compared to 44% for female, attended school in the past rate is 36% for males, whereas this rate is only 22% for female population and current-attendance rate are 41% and 34% for males and females respectively.

Different factors limit children's ability to access and fully enjoy their right to education. A country case study report (UNICEF 2007) suggests that school dropouts are higher among the poorer population and 8% of 5-9 year old children are out of school. Educational differences are crucial in generating and sustaining social exclusion by contributing to or inhibiting an individual's capacity to be involved in work, in the everyday consumption patterns enjoyed by most people, and in social and political life.

Dalits are the most disadvantaged caste in the education sector. Their overall educational attainment, including literacy rate, is very low compared with other groups. A combination of economic hardship and social exclusion has perpetuated the Dalits' low participation in education. Dalits are historically excluded from education primarily for social reasons. This has continued to produce illiterate parents who are the influencing factors in any children's education. The reason for dropping out of school is associated with the classroom culture as well. Structural oppression which cultivates an inferiority complex within Dalits also inhibits them from accessing and enjoying public services like school.

Denial of education, as with other aspects of social exclusion, is the denial of the opportunity to participate fully and meaningfully in a given community and to be respected by that community. In this sense, *being* educated is an important and very valuable capability, while the process of *getting* educated is an important participatory process. Equal access for all to education allows participation in, and respect by, society. Education not only builds human capital, but can also create social capital as it transmits cultural messages and builds social cohesion. Education, therefore, becomes all the more crucial for societies transitioning out of conflict and embarking on reconciliation and reconstruction.

### **Challenges in Formal and Non-Formal Education System**

Although efforts are being made to improve literacy, there are still some issues and challenges. These include: weak links between formal and non-formal education; insufficient access to literacy and non-formal education programs; insufficient and inappropriate provision of continuous learning programs; inadequate funding; and poor education quality.

Nepal's education system has been criticized for a lack of equitable participation across geographic regions as well as across different income and social groups. Though access to primary education has improved significantly in recent years, there is still considerable variation in the level of accessibility to school by region. For instance, the Terai accounts for nearly 50% of the country's population, but has only 30% of total schools (DOE 2009). As a result, there is considerable overcrowding in Terai schools, which negatively affects the attendance of girls in a culture characterized by significant gender discriminatory practices.

Of the approximately 8 percent of children not enrolled in primary school, most are members of socially disadvantaged groups and the majority are girls. Low childhood educational achievement is a key mechanism in translating childhood disadvantage into adult exclusion and poverty. Educational differences are crucial in generating and sustaining social exclusion by inhibiting capacity to be involved in meaningful employment and in social and political life.

A lack of equity in education creates a society segregated between those with and without access to income generating opportunities. Given Nepal's low economic growth rate, coupled with high unemployment and under-employment, improved access to income generation-focused skills training is crucial.

The Non-Formal Education Center (NFEC) under the Ministry of Education (MOE) is the central technical and professional agency responsible primarily for non-formal education, including adult literacy. The GON's literacy programs include adult literacy, women's literacy I and II, post-literacy, and income generation. These programs are implemented by Village Development Committees (VDC), municipalities, District Development Committees (DDC), and international NGOs (I/NGO). I/NGOs involved in NFE programs typically focus on life skills development in areas such as health, education, income generation, and raising awareness. Due to the lack of resources (e.g. Literacy and Lifelong Learning sub-components receive only 2.56% of the total budget of the School Sector Reform Program), weak monitoring system, and lack of linkages between literacy and income generation, the GON/DOE literacy programs have not been as effective as those implemented by I/NGOs.

**[END OF ATTACHMENT 17]  
[END OF SOLICITATION CONTENT]**