



USAID | NEPAL

FROM THE AMERICAN PEOPLE

Issuance Date: September 10, 2015
Questions Due: September 24, 2015, 09:00 Nepal time
Closing Date: October 14, 2015
Closing Time: 09:00 Hours, Nepal time

Subject: USAID/Nepal's Program for Aquatic Natural Resources Improvement (PANI) Request for Task Order Proposal (RFTOP) NO. SOL-367-15-000018

To All Prospective Offerors:

The Nepal Mission/U.S. Agency for International Development (USAID) (the "Government") is seeking proposals from qualified Contractors under the REPLACE Indefinite Delivery Indefinite Quantity (IDIQ) to provide the services as described in the attached RFTOP.

USAID/Nepal's Program for Aquatic Natural Resources Improvement (PANI) is a program with the purpose to procure technical assistance to conserve freshwater biodiversity and increase the sustainable management of water resources under changing climate conditions in Nepal. The goal of the program is to enhance Nepal's ability to manage water resources for multiple uses through climate change adaptation and the conservation of freshwater biodiversity. The focus will be at the watershed, basin, and national scales as described in detail in Section C, the Statement of Work.

PANI will be implemented in Nepal with a focus on the Karnali, Mahakali, and Rapti river basins in the Mid-Western and Far Western Development Regions of Nepal. The period of the task order performance will be for a period of 5 years.

Interested Offerors must submit a separate technical and cost proposals that comply with the requirements of Section L. The Government intends to award a task order (TO) without discussions in accordance with FAR 52.215-1 (f) (4), therefore Offerors are advised to review the RFTOP in detail, raise questions and request clarifications by the due date, and submit a comprehensive proposal meeting all of the requirements of this RFTOP by the due date. USAID plans to award a Cost plus Fixed Fee (CPFF) term type TO for a performance period as stated in the attached RFTOP, subject to the availability of funds.

If substantive questions are received which affect the response to the solicitation, or if changes are made to the closing date and time, as well as other aspects of the RFTOP, this solicitation will be amended. Any amendments to this solicitation will be provided to the REPLACE IDIQ holders via email.

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

Please pay careful attention to Section K - Representations, Certifications and Acknowledgements of the accompanying RFTOP. Offerors are now expected to comply with FAR clause 52.204-7, System for Award Management (SAM), and complete the representations and certifications electronically in the SAM database.

Offerors must adhere to Section L - Instructions to Offerors. Sections B through J of the solicitation will become the basis for the TO. Any blanks in Sections B through J will be completed by the Contracting Officer before award.

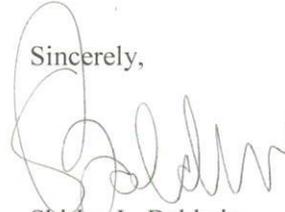
Any questions regarding this RFTOP must be submitted in writing via e-mail to kathmanduoaexchange@usaid.gov, questions must be submitted no later than the indicated due date.

Proposals must be submitted to: kathmanduoaexchange@usaid.gov no later than the indicated due date.

Issuance of this solicitation does not obligate USAID to award a TO, nor will USAID pay any costs associated with the preparation or submission of proposals. 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. Award of a TO under this RFTOP is subject to availability of funds and other internal USAID approvals.

Thank you for your interest in USAID programs.

Sincerely,

A handwritten signature in black ink, appearing to read 'Shirley L. Baldwin', written in a cursive style.

Shirley L. Baldwin
Contracting Officer

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING N/A	PAGE OF 1 of	PAGES 142
2. CONTRACT NUMBER	3. SOLICITATION NUMBER SOL-367-15-000018	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED		5. DATE ISSUED See Cover Letter	6. REQUISITION/PURCHASE NUMBER REQ-367-15-000070	
7. ISSUED BY U.S. Agency for International Development G.P.O. Box 295 US Embassy, Maharajgunj Kathmandu, Nepal			CODE	8. ADDRESS OFFER TO (If other than Item 7) Office of Acquisition and Assistance (OAA) U.S. Agency for International Development G.P.O. Box 295 US Embassy, Maharajgunj Kathmandu, Nepal		

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

SOLICITATION

9. Sealed offers in original and N/A copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in N/A until 09:00 Nepal Time local time October 14, 2015
(Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All Offers are subject to all terms and conditions contained in this solicitation.

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

See cover letter

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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 AREA CODE NUMBER EXT.		<input type="checkbox"/> 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE	17. SIGNATURE
			18. OFFER DATE

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	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
Office of Acquisition and Assistance (OAA) U.S. Agency for International Development G.P.O. Box 295 U.S. Embassy, Maharajgunj Kathmandu, Nepal		25. PAYMENT WILL BE MADE BY Office of the Controller U.S. Agency for International Development G.P.O. Box 295 U.S. Embassy, Maharajgunj Kathmandu, Nepal	
26. NAME OF CONTRACTING OFFICER (Type or print) Shirley L. Baldwin		27. UNITED STATES OF AMERICA (Signature of Contracting Officer)	28. AWARD DATE

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

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PART I – THE SCHEDULE

SECTION B – SUPPLIES OR SERVICES AND PRICE/COSTS

B.1 PURPOSE

The purpose of this TO is to acquire expert technical assistant and other services to achieve the goals of USAID/Nepal’s Program for Aquatic Natural Resources Improvement (PANI)¹.

The goal to be achieved by the conclusion of this five-year TO is to enhance Nepal’s ability to manage water resources for multiple uses and users through climate change adaptation and the conservation of freshwater biodiversity. The focus will be at the watershed, basin, and national scales.

This goal will be reached by meeting the following objectives:

- a. Reduce threats to freshwater biodiversity in the Karnali, Mahakali, and Rapti river basins.
- b. Increase the ability of targeted human and ecological communities to adapt to the adverse impacts of climate change through improved water management.

To achieve these objectives, the Contractor must implement tasks aligned with the following Intermediate Results:

- a. Increased knowledge, engagement, and benefits for local water users (IR 1).
- b. Improved basin-level resource management (IR 2).
- c. Strengthened coordination and enabling environment (IR 3).
- d. Expanded knowledge base (IR 4).

B.2 CONTRACT TYPE

This is a Cost-Plus-Fixed-Fee (CPFF) term type TO. The Contractor must perform the services set forth in the TO.

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

(1) The estimated cost for the performance of the work required hereunder, exclusive of fixed fee is To Be Determined (\$TBD). The fixed fee is \$TBD. The total estimated cost plus fixed fee for the Contract Period is \$TBD. The Contractor is not to be paid in excess of the total estimated cost plus fixed fee.

(2) Within the estimated cost plus fixed fee specified in paragraph (1) above, the amount currently obligated and available for reimbursement of allowable costs incurred by the Contractor (and payment of fee, if any) for performance hereunder is \$TBD, of this amount \$TBD is allocated to Grants under Contract Letter of Credit (LOC) Payment. The Contractor must not exceed the aforesaid obligated amount.

(3) Funds obligated hereunder are anticipated to be sufficient through TBD.

(4) In accordance with FAR 15.404-4(c)(5), prospective Contractors are not required to break out fee or profit nor providing a supporting rationale or fee objective, however, the Task Order Contracting Officer (TOCO) may consider it, if it is submitted voluntarily.

¹ PANI has also been referred to in the past as USAID’s Water Resources Management Project (WRMP).

(5) Contractors are urged to consider competitiveness when determining fee/profit position, particularly Contractors with subcontract and grants handling fees as part of a NICRA. The USAID/Nepal TOCO intends to award without discussions to the responsible Contractor providing the best value to the U.S. Government. As technical Contractors approach equality, cost becomes a more important factor in the cost/technical trade-off continuum.

B.4 LINE ITEMS

(a) The Total Estimated Cost for the Contract Period is as follows:

Item	Cost Category	Total by Earmark		Grand Total
		Biodiversity	Global Climate Change - Adaptation	
a.	Personnel/Direct Labor			
b.	Fringe Benefits/Allowances			
c.	Travel, Transportation and Per Diem			
d.	Equipment (Capital)			
e.	Supplies (General Equipment \$1-\$4,999)			
f.	Contractual			
g.	Other Direct Costs			
Total Direct Costs				
h.	Fee/Profit			
i.	Grants Under Contract			\$5,000,000
j.	Indirect Costs			
Total Estimated Cost Including Fee				

B.5 LABOR, LABOR CATEGORIES – UNBURDENED CEILING DAILY RATES

Compensation of personnel under this TO or any resulting subcontract must be in accordance with Section H of this TO and AIDAR 752.7007 Personnel Compensation (July 2007) not to exceed IDIQ ceiling rates.

The work day and work week policies and method of accounting for paid absences including holidays for the contractor and major subcontractors is set forth in the IDIQ and Section F.9 of this RFTOP.

A “major subcontractor” is defined as any subcontractor performing more than 10 percent of the prime contractor’s proposed price or more than 20 percent of the Level of Effort (LOE), excluding fee.

B.6 INDIRECT COSTS/RATES

The contract clause entitled “Allowable Cost and Payment (JUNE 2011)”, FAR 52.216-7, specifies that the indirect cost rates must be established for the Contractor’s accounting periods that apply to this TO. Pending establishment with the U. S. Government of revised provisional or final indirect cost rates, allowable indirect costs must be reimbursed on the basis of the following negotiated provisional or predetermined rates and the appropriate bases for the prime contractors and their major subcontractors.

Description	Rate	Base	Type	Period
		1/	1/	1/
[To be determined]				

Note: Subcontractor indirect cost rates may be included in TO proposals, and are subject to approval by the TOCO in accordance with FAR 52.244-2, Subcontracts.

B.7 CEILING INDIRECT COST RATES

Reimbursement of indirect costs must be at the lower of the negotiated final or predetermined rates.

B.8 QUICK CLOSEOUT AND CEILING ON INDIRECT COST RATES

(1) Reimbursement for allowable indirect costs must be at final negotiated rates but not in excess of the following ceiling rates:

Description	Rate	Base	Type	Period
		1/	1/	1/
[To be determined]				

(2) The Contractor will make no change in its established method of classifying or allocating indirect costs without the prior written approval of the TOCO.

(3) The U.S. Government will not be obligated to pay any additional amount on account of indirect costs above the ceiling rates established in the TO.

(4) This understanding will not change any monetary ceiling, obligation, cost limitation, or obligation established in the TO.

(5) Closeout of this TO will be carried out as per FAR 42.708 Quick-Closeout Procedure.

B.9 COST REIMBURSEMENT

The U.S. dollar costs allowable must be limited to reasonable, allocable, and allowable costs determined in accordance with FAR 52.216-7, Allowable Cost and Payment, FAR 52.216-8, Fixed Fee, if applicable, and AIDAR 752.7003, Documentation for Payment. See FAR 52.232-22 Limitation of Funds for notification requirements for incrementally funded awards.

B.10 PAYMENT OF FIXED FEE

Payment of Fixed Fee, subject to FAR 52.216-8, may be made upon receipt of a proper invoice. Subject to FAR 52.216-8, Fixed Fee must be allocated based upon the proportion of the labor provided over the period covered by the invoice. In the event that the Contractor does not provide the total LOE stipulated in the contract i.e TO budget, the total amount of fixed fee must be reduced in a similar proportion. For example, if the Contractor has expended 85 percent of the total LOE, then the Contractor is entitled to 85 percent of the Fixed Fee amount, provided that the performance has been satisfactory. The total amount of Fixed Fee is payable upon receipt of the Contractor's statement that the LOE specified in the contract has been expended in performing the contract work.

[END OF SECTION B]

SECTION C – STATEMENT OF WORK

C.1 OVERVIEW OF PROGRAM REQUIREMENTS AND PARAMETERS

C.1.1 Title

The activity title is “USAID’s Program for Aquatic Natural Resources Improvement,” referred to as “PANI”.

C.1.2 Contract Purpose, Goals, Objectives, and Intermediate Results

1. The **purpose** of this TO is to procure technical assistance to conserve freshwater biodiversity and increase the sustainable management of water resources under changing climate conditions in Nepal, as described in this Statement of Work.
2. Water is the single most important natural resource underpinning Nepal’s economy and livelihoods. The sustainable management of water resources in Nepal depends on addressing climate change and protecting healthy, biodiverse ecosystems. The **goal** to be achieved by the conclusion of this five-year TO is to enhance Nepal’s ability to manage water resources for multiple uses and users through climate change adaptation and the conservation of freshwater biodiversity. The focus will be at the watershed, basin, and national scales.
3. This goal will be reached by meeting the following **objectives**:
 - a. Reduce threats to freshwater biodiversity in the Karnali, Mahakali, and Rapti river basins.
 - b. Increase the ability of targeted human and ecological communities to adapt to the adverse impacts of climate change through improved water management.
4. To achieve these objectives, the Contractor must implement activities aligned with the following **Intermediate Results**:
 - a. Increased knowledge, engagement, and benefits for local water users (IR 1)
 - b. Improved basin-level resource management (IR 2)
 - c. Strengthened coordination and enabling environment (IR 3)
 - d. Expanded knowledge base (IR 4)

C.1.3 Target Landscape

PANI will be carried out at the watershed, basin, and national level. The Contractor must implement this TO in Nepal with a focus on the Karnali, Mahakali, and Rapti river basins in the Mid-Western and Far Western Development Regions of Nepal.

Nepal, and in particular the target basins, is highly biodiverse but also highly understudied, despite potential to be some of the most species rich waters in the world. This lack of knowledge contributes to weak management, under-protection, and poorly designed infrastructure. Climate change compounds these dynamics as it drastically alters Nepal’s hydrological profile. Climate change is not only a threat to biodiversity, but also presents a critical risk to vulnerable human communities.

The basin level has been chosen in order for the activity to encompass the entire catchment area and thus take into consideration the high level of interconnectivity of freshwater systems. Globally, almost one third of freshwater species are threatened with extinction, and freshwater biomes have seen a decline in vertebrate populations of over 75% in the last 40 years². The target basins for the PANI

² Living Planet Report 2014

activity lie within the Ganges river basin and the Oriental biogeographic region, which are hotspots for global freshwater species richness³ but also harbor high assemblages of known threatened freshwater species, especially in lotic habitats⁴. The Karnali basin hosts the only viable population of the family Platanistidae extant in Nepal⁵ and several endemic species of the family Schizothoracinae. Beta diversity is very high⁶, with freshwater fish ranging from the very small ornamental *Danio rerio*, which reaches only one inch in length, to the giant gonch catfish *Bagarius yarrellii* that can reach seven feet in length and weigh nearly 180 lbs.⁷

Additionally, it is possible that there are numerous new species yet to be discovered, given the rate of discovery of new species in freshwater systems⁸ and the dearth of detailed freshwater biodiversity assessments⁹, especially among fishes in western Nepal¹⁰ and invertebrate taxa¹¹. This area also includes several important Protected Areas (PAs), such as Suklaphanta Wildlife Reserve, Bardiya National Park, Banke National Park, Kaptad National Park, Rara National Park and Rara Lake Ramsar Site, Shey Phoksundo National Park and Phoksundo Lake Ramsar Site, and Ghodaghodi Ramsar Site. This area includes a vast array of freshwater habitats such as glaciers and glacial lakes, small and large perennial and intermittent rivers, lakes, springs, swamps, and wetlands as well as man-made habitats such as ponds, reservoirs, and irrigated rice paddies.

The target landscape has been identified as highly climate vulnerable by national vulnerability assessments, including the National Adaptation Plan of Action in 2010. Maximum temperatures have risen .04-.06 degrees Celsius, with warming more pronounced in high altitude regions compared to the Terai and Churia/Siwalik Hills. Annual precipitation data shows a general decline monsoon precipitation in the PANI target landscape with Himalayan glacier melt and retreat also well documented. While higher increments in temperature are projected for all of Nepal, the target basins have the greatest projected increase¹². These changes are rapidly affecting water resources in the target basins; causing longer dry seasons; altering monsoon rainfall patterns; melting the glaciers that provide dry-season water; reducing groundwater and changing water tables; and increasing the frequency of disasters such as floods and droughts.

These adverse effects threaten the human communities that depend on these resources. The target basins are located within the Mid-Western and Far Western development regions of Nepal, which have high poverty rates, more female-headed households and traditionally excluded populations, and greater unmet agricultural, economic, and conservation potential than the national averages. The target landscape also overlaps with USAID/Nepal's Feed the Future Zone of Influence¹³. Nepal, as a largely agrarian economy, is highly sensitive to changes in climate and water availability¹⁴.

Interventions focused on the policy and/or enabling environment will occur at the local, regional, and/or national level as needed. While the Contractor may be asked over the course of the contract to implement tasks in other basins, site-based activities will take place primarily in the following districts: Kanchanpur, Dadeldhura, Baitadi, Darchula, Bajhan, Doti, Kailali, Achham, Bajura, Bardiya, Surkhet, Dailekh, Kalikot, Humla, Mugu, Jumla, Jajarkot, Salyan, Banke, Dang, Pyuthan, Rukumi, Rolpa, and Dolpa. Target Village Development Committees (VDCs) and/or watersheds within these districts will be selected by the Contractor post award and subject to approval by

³ Abell *et al.* 2008

⁴ Collen *et al.* 2013

⁵ Smith and Braulik 2012

⁶ Gurung 2012

⁷ Shrestha 2008

⁸ Eschmeyer and Fong 2012

⁹ Taylor *et al.* 2014

¹⁰ Shrestha 2008

¹¹ Darwall *et al.* 2012

¹² <http://unfccc.int/resource/docs/napa/npl01.pdf>

¹³ See USAID/Nepal CDCS for more information

¹⁴ GON National Adaptation Program of Action

USAID/Nepal following a rapid climate vulnerability and biodiversity assessment¹⁵ and according to the Contractor's proposed framework for a basin approach (See also point 1 under C1.4 below).

C.1.4 Required Technical Approach

The Contractor's technical approach must include the following aspects:

1. The Contractor must outline a framework for a basin approach to guide their overall strategy for implementing PANI. This framework should include how the Contractor will identify sub-basins/watersheds within the target basins with high biodiversity value and climate vulnerability for interventions and how to identify target communities/VDCs within these sites. The framework should take into account upstream-downstream linkages as well as be designed to enable local interventions to be scaled-up and linked with broader river basin issues at the district, basin, and national levels.
2. The April 2015 Gorkha earthquake and its aftershocks brought the seismic vulnerability of Nepal to global attention. In addition to the mandatory project level Emergency Preparedness and Response Plans (EPRP) (Section C.11c), Contractors must ensure that any task implemented under PANI does not increase vulnerability to seismic and/or climatic hazards in the target area.
3. Significant effort must be allocated to more fully integrate Gender and Social Inclusion (GESI) related initiatives. These integrated GESI initiatives will focus on women and other excluded groups' leadership development, actions to learn and strategize about GESI empowerment in communities, and investment in organizational capacity development activities. Please see Section C.7 for further information.
4. Construction activities are not allowed under this RFTOP. Technical assistance regarding best practices for climate-smart infrastructure that also reduces threats or the risk of threats to biodiversity is allowed.

¹⁵ This assessment is included as a required task under IR 4.

C.1.5 Task Order Results Framework

Goal: Enhance Nepal’s ability to manage water resources for multiple uses and users through climate change adaptation and the conservation of freshwater biodiversity.

Objective 1: Reduce threats to freshwater biodiversity in the Karnali, Mahakali, and Rapti river basins.

Objective 2: Increase the ability of targeted human and ecological communities to adapt to the adverse impacts of climate change through improved water management.

<p>IR 1: Increased knowledge, engagement and benefits for local water users.</p> <p><u>Sub IR 1.1</u> Local management of freshwater habitats improved.</p> <p><u>Sub IR 1.2</u> Watershed management best practices developed and implemented.</p> <p><u>Sub IR 1.3</u> Local-level planning tools and policy frameworks implemented.</p>	<p>IR 2: Improved basin-level resource management.</p> <p><u>Sub IR 2.1</u> Increased inclusion of climate and biodiversity information in hydropower development and operations.</p> <p><u>Sub IR 2.2</u> Tools developed to enable better basin-level management decisions and actions.</p> <p><u>Sub IR 2.3</u> Participatory, multi-stakeholder basin scale integrated water resources management roadmap developed.</p>	<p>IR 3: Strengthened coordination and enabling environment.</p> <p><u>Sub IR 3.1</u> Key policy and planning frameworks for integrated water resource management strengthened.</p> <p><u>Sub IR 3.2</u> Civil society groups supported to advocate for and publicly monitor transparent and accountable decision-making.</p>
<p>IR 4: Expanded knowledge base.</p> <p><u>Sub IR 4.1</u> Knowledge gaps in freshwater biodiversity, climate change, and water resources management filled.</p> <p><u>Sub IR 4.2</u> Freshwater biodiversity and sustainable water management integrated into academic and other learning spaces.</p>		

C.2 BACKGROUND/OVERVIEW

The single most important natural resource underpinning Nepal's economic development is water: freshwater species are a key protein source for local communities; water transported in irrigation canals or piped from the ground allows for the intensification and expansion of agriculture; access to clean water allows for healthy families and permits urban development; pristine mountain streams draw the trekkers, rafters, and adventure seekers who comprise the base of the tourism industry; and water drives the turbines that produce hydropower for both domestic consumption and regional sale. Nepal's abundant and diverse natural resource base plays an important role in supporting livelihoods of a majority of its citizens and, if managed well, has the potential to continue to do so for many years. Nepal's vast natural capital—the stock of natural ecosystems that yields a flow of valuable ecosystem goods and services to the present and future generations—is critical to ensuring health, food security, a robust tourism sector, and much needed energy development. Water management and sustainable development are thus deeply interconnected in Nepal.

Nepal is the world's second most water-rich country with glaciers, Himalayan snowmelt, and ground water springs comprising the main sources of this water. There are roughly 6,000 rivers, including tributaries and rivulets. Nepal's freshwater biodiversity includes over 230 species of fish, with additional high levels of species richness in turtles, amphibians, and odonates.¹⁶ Migratory fishes, such as the mahseer (*Tor putitor*), are extant as well as several endemic species. Rara Lake, for example, has two species of snow trout (*Schizothorax nepalensis* and *Schizothorax rarensis*) found nowhere else on the planet. Nepal's rivers also provide habitat for the farthest upstream range of the Ganges river dolphin (*Platanista gangetica*), gharial (*Gavialis gangeticus*), and mugger crocodiles (*Crocodylus palustris*). While Nepal has done an admirable job protecting endangered species in and around terrestrial Protected Areas (PA) and in community-managed areas, the extent to which these areas also protect the aquatic environment and biodiversity is largely unknown.

Nepal's freshwater supply is also critical to ensuring healthy human populations as many rural livelihoods and both urban and rural health and nutrition depend on functioning freshwater ecosystems that provide drinking water, protein sources, and shelter materials as well as other services such as recreation and aesthetic value.

Managing water to generate economic benefits for multiple users while balancing the protection of biodiversity and ecosystem services is politically sensitive in the best of circumstances. It becomes particularly difficult in the context of weak governance. In Nepal, water has historically been seen as an infinite resource. There is little to no coordination among different actors planning to use water, whether for electricity generation, agriculture expansion, or drinking water for rapidly expanding urban areas. This lack of coordination is not only a problem at the macro scale; at the community level, individuals lack the information and capacity needed to manage their water effectively. In particular, the very poor lack a voice in decision making both at the community level and in large decisions that affect their lives. The reality is that increasing population, competing development interests, and climate change, are making effective water management a critical issue for Nepal's resilient development

Nepal's Seismic Risks

Nepal is a seismically active zone and is considered at high risk of earthquakes. On 25 April 2015, a 7.8 magnitude earthquake struck central Nepal, causing widespread devastation. In addition to human casualties and extensive displacement of people, the earthquake and aftershocks severely impacted water supply and sanitation systems, and natural water sources. Nepal remains at risk of seismic activity, and the need to further integrate Disaster Risk Reduction (DRR) programming is evident to protect vulnerable lives, livelihoods, and biodiversity.

¹⁶ Shrestha 2008

both now and in the future. Sustainable solutions that are both coherent across spatial scales (watershed, basin, and national) and holistic in terms of short to long-term horizons require improved water governance.

Threats to freshwater biodiversity in Nepal include overfishing/overexploitation, invasive species, habitat loss and degradation, water pollution, flow modification, and climate change¹⁷. Some of the poorest and most marginalized communities rely on fish and other freshwater species for food, but these fisheries are not monitored for sustainability and destructive fishing practices, such as poison fishing, are occurring. Communities and tourism facilities often have inadequate sanitation infrastructure and foster practices that result in pollution of water sources.

Poor placement, construction, and management of infrastructure have been ranked as the top threat to biodiversity in Nepal. Water diversion due to road construction and irrigation upstream is preventing the normal floods, causing a decline of the grasslands and grassland-dependent species. For example, seasonal flooding is critical for maintaining productive grasslands in Chitwan National Park that are necessary for maintaining a large prey base to support the endangered Bengal tigers (*Panthera tigris*). Hydropower development projects divert water and reduce flows, which not only affects the amount of water available for drinking but also alters fish breeding and migration patterns. Freshwater systems exhibit a high level of connectivity, which means that fragmentation and degradation in one part of a system can have significant impacts in other parts.

In addition, climate change is already having significant impacts on freshwater biodiversity and water resources in Nepal. Rapid melting of glaciers and the shifting monsoon rains affect the amount of water flowing in streams year-round and alter groundwater recharge patterns. Too little rain early in the monsoon season means that fields are not ready for planting in time, while heavy rains late in the monsoon flatten crops ready for harvest. Climate change is causing both too little and too much water; springs are drying up and devastating floods, both from the monsoon rains and Glacier Lake Outburst Floods (GLOF), are becoming more common. Climate induced stresses on water resources have vast implications for both ecological and human resilience. These stresses directly affect agricultural productivity, malnutrition, and human health.

Nepal lacks information, management capacity, and governance systems adequate to safeguard its freshwater ecosystems, develop water management infrastructure, and maintain resilient, natural resource-based livelihoods so as to lift current and future generations out of poverty. Changes in water quantity and quality, caused by poor management and exacerbated by climate change, threaten to negatively affect the food security, livelihoods, and health of rural communities as well as key economic sectors like hydropower and tourism. Without careful management of the country's natural resources in the face of climate change and other threats, Nepal stands to lose an important foundation for alleviating poverty.

These problems provide the motivation for PANI, which will tackle them by engaging relevant stakeholders at multiple scales¹⁸ to improve governance capacity, information, and management strategies. PANI will simultaneously support the national government in new initiatives to coordinate among authorities responsible for water, engage at the basin level to coordinate among water users, work with the private sector to ensure environmentally and socially sound infrastructure projects, and work with local communities to raise their voice and provide them with the knowledge they need to manage freshwater biodiversity in a changing climate.

PANI will do this by building on initial success from existing USAID/Nepal programs, such as Hariyo Ban, and examples of freshwater biodiversity conservation and sustainable use, such as USAID/Bangladesh's MACH project and USAID/Philippines' BeSecure project, to empower

¹⁷ Taylor *et al.* 2014; Allen *et al.* 2010

¹⁸ Multiple scales refer to both geographic scales (e.g. watershed/sub basin level and basin level) and different governmental levels (e.g. VDC, district, and national level).

communities to understand and manage their water resources in the Karnali, Mahakali, and Rapti basins in western Nepal. Working across north-south river basin gradients spanning from high mountains to middle hills and lowland plains, the PANI activity will integrate biodiversity and climate adaptation investments to deliver resilient conservation and development gains. This approach will help Nepal conserve its freshwater biodiversity, maintain its natural resource base, sustain its energy potential, and adapt to both present and future risks posed by climate change.

C.2.1 Context for USAID Assistance

PANI builds on previous efforts by USAID, other U.S. Government agencies, the Government of Nepal (GON), and development partners that have improved the Natural Resources Management (NRM) in Nepal. Nepal's community forestry program is widely regarded as exceptionally successful. From 2002 to 2008, the USAID supported Strengthened Actions for Governance in Utilization of Natural Resources (SAGUN) and its extension program helped to build the technical, organizational, and advocacy capacity of over 1,300 Community Forest User Groups (CFUGs). The SAGUN program supported forest user committees to acquire and consolidate tens of thousands of hectares of forested area under improved management; build stable, equitable and transparent systems of governance; apply practical methods of biodiversity conservation, registration, and monitoring; supported issue-based advocacy campaigns; facilitated participation in critical policy dialogue and information dissemination; and helped improve livelihoods of thousands of CFUG members. Building on the SAGUN framework, USAID implemented a successful Population, Health and Environment project in Dhading and Bardiya, from 2006 through early 2009, which heightened awareness of the linkages between community forestry management, family planning, and health. Pressures on forests and natural resources were reduced through smaller family sizes and the adoption of alternative and energy efficient technologies. Currently USAID/Nepal is supporting biodiversity conservation and climate change adaptation through its flagship Hariyo Ban Program (2011-2016) and the Initiative for Climate Change Adaption (ICCA) (2012-2017). Implemented by World Wildlife Fund (WWF)-Nepal, Hariyo Ban works across the Terai Arc and Chitwan-Annapurna Landscapes (40 percent of the total area of Nepal) and has been successful in understanding and reducing landscape level threats to key species as well as increasing climate resilience in local communities. ICCA has increased the resilience of poor and vulnerable communities to adapt to and mitigate the adverse impacts of climate change through improved governance; livelihood diversification and enhanced market linkages; and improved watershed management. In addition, USAID has engaged in landscape-level conservation efforts via the Global Conservation Program and Sustainable Conservation Approaches in Priority Ecosystems (SCAPES) program. These investments have garnered increased ecological connectivity and improved biophysical condition of forests as well as socio-economic benefits for local people.

While much of the recent conservation work has focused on community forestry and terrestrial biodiversity conservation, USAID has also invested in water resources management in many different ways. Support for both water resources management and related investments in energy were initiated in the 1980s and continued, in the case of work on private hydropower, into the 2000s. The key investments in water management were focused on irrigation, e.g. the Irrigation Management Project, Irrigation Management Transfer Project, and the Nepal Smallholder Irrigation Market Initiative. On the energy side of the equation, the key investments were Phases 1 and 2 of the Private Sector Hydropower Development Project aimed at increased private sector participation and investment in environmentally and socially sound hydropower. Watershed management was supported by the Resource Conservation and Utilization Project, Rapti Development Project, and the Environment and Forest Enterprise Activity¹⁹. None of these programs however had a strong focus on freshwater biodiversity. Recognizing this as a possible oversight, USAID/Nepal commissioned the US Forest Service (USFS) to conduct an assessment of water resource management and freshwater

¹⁹ Lessons learnt from these early programs in watershed management can be found here: http://pdf.usaid.gov/pdf_docs/Pnadb947.pdf

biodiversity²⁰. This assessment confirmed the need to address freshwater conservation and support the GON to move toward integrated water resources management, especially in the face of global climate change. The assessment formed the base for the PANI design and can be found in Section J.

C.2.2 PANI and the USAID/Nepal CDCS

The goal of USAID/Nepal's approved Country Development Cooperation Strategy (CDCS) for Fiscal Year (FY) 2014-FY 2018 is a more democratic, prosperous, and resilient Nepal. To achieve this goal, the USAID/Nepal CDCS includes three Development Objectives (DOs):

- DO 1 – More inclusive and effective governance;
- DO 2 – Inclusive and sustainable economic growth; and
- DO 3 – Increased human capital.

PANI is an Activity under USAID/Nepal's NRM Project. The primary focus of the PANI activity is to contribute to achievement of the DO 2 goal of inclusive and sustainable economic growth to reduce extreme poverty by strengthening the natural resource base required for economic development.

PANI will also contribute to the achievement of DO 3 by enhancing the potential for sustainable Water, Sanitation, and Hygiene (WASH) services under IR 3.2 (a healthier and well-nourished population) as well as contributing to DO 1 objectives by engaging public policy debate on the management of natural resources under IR 1.4 (public policy and performance improved) and supporting civil society organizations (IR 1.3).

C.2.3 Funding Earmarks

PANI will integrate Biodiversity (50-60 percent over the life of project) and Global Climate Change (GCC)-Adaptation (40-50 percent over the life of the project) funds.

Activities using Biodiversity funding must meet the criteria of the Biodiversity Code as outlined in the 2014 USAID Biodiversity Policy²¹. The revised Code²², among other requirements, includes a mandate to articulate Theories of Change (TOC) that explain the causal logic connecting proposed activities with the expected intermediate outcomes and the intended biodiversity conservation results of the activities being funded with biodiversity funding. It is also a requirement to monitor indicators associated with those TOCs, in order to understand the project's progress and to enable adaptive management. Post award, during development of annual work plans and the Monitoring and Evaluation (M&E) plan, the Contractor will be expected to work with USAID/Nepal and USAID/Washington to fully develop and agree upon a set of TOCs and associated indicators, which will be subject to approval by the Task Order Contracting Officer's Representative (TOCOR).

Activities using GCC-Adaptation funding must build the resilience of countries, communities, individuals, and natural assets to climate variability and change. GCC-Adaptation activities must respond to specific climate threats that have been identified through a vulnerability assessment. GCC-Adaptation activities should increase access to climate information, promote effective governance, and/or identify and implement actions that build resilience to climate change. Impact must be monitored using one or more standard USAID climate change indicators.²³

²⁰ Taylor *et al.* 2014

²¹ <http://www.usaid.gov/biodiversity/policy>

²² Biodiversity Code requirements: The program must have an explicit biodiversity objective; it isn't enough to have biodiversity conservation result as a positive externality from another program; Activities must be identified based on an analysis of drivers and threats to biodiversity and a corresponding theory of change; Site-based programs must have the intent to positively impact biodiversity in biologically significant areas; and; The program must monitor indicators associated with a stated theory of change for biodiversity conservation results.

²³ USAID's Climate Change and Development Strategy can be found here: http://pdf.usaid.gov/pdf_docs/PDACS780.pdf and Indicator Handbook here: http://pdf.usaid.gov/pdf_docs/pa00k4vt.pdf

PANI will comprise both biodiversity conservation and climate change adaptation activities that must comply with the requirements listed above. Additionally, PANI will include some interventions that integrate biodiversity and climate change funds in order to use the “climate-smarting”²⁴ approach developed by USAID’s Hariyo Ban project. This approach focuses on adaptation activities that make biodiversity and ecosystems and humans and their communities more resilient to the impacts of climate change to deliver both biodiversity and climate change co-benefits. Please note that while PANI includes some integrated elements, the Contractor is still required to fully budget and account for results by appropriation account, i.e. Biodiversity and GCC Adaptation funds.

C.3 RELATIONSHIP TO GOVERNMENT OF NEPAL AND OTHER STAKEHOLDERS

In addition to the information contained in this section, the Contractor should refer to Annex A of Taylor *et al.*, 2014, for a synopsis of the GON institutions, legislation, policies, strategies, plans, and donor and civil society programs relevant to freshwater biodiversity and water resources management in Nepal. http://pdf.usaid.gov/pdf_docs/pbaab562.pdf

C.3.1 Government of Nepal (GON)

The PANI project will coordinate closely with the GON in climate change, biodiversity, and water management as reflected in the joint commitments agreed to within the FY 14-18 Assistance Agreement for Nepal.

The GON has demonstrated a strong commitment to biodiversity conservation and climate change adaptation. The GON is a party to 21 multilateral environment agreements, including the Convention on Biological Diversity and the Copenhagen Accord. Additionally, it is the current chair of the Least Developed Countries group at the UN Framework Convention on Climate Change. Water resources management in particular is an issue rapidly gaining prominence within the GON, as evidenced by the increase in activity around hydropower development. PANI will assist the GON to achieve results related to several national policies, strategies and action plans, including the National Biodiversity Strategy, the National Adaptation Program of Action, Conservation Strategy, Forestry Strategy, National Water Plan and Water Resources Strategy, the National Strategy for Disaster Management, the Nepal Risk Reduction Consortium, the Hyogo Framework for Action, and the National Sanitation and Hygiene Master Plan of 2011 and other associated priorities, in coordination with other donors in the sector.

The primary GON counterpart agency for the PANI activity will be the Water and Energy Commission Secretariat (WECS) but the Contractor will need to coordinate closely with a number of government agencies at the national, district, and local (VDC) levels.

There are numerous government agencies involved in water management such as the National Planning Commission (NPC); Ministry of Science, Technology, and Environment (MoSTE); Ministry of Forests and Soil Conservation (MoFSC); Ministry of Agricultural Development (MoAD); Ministry of Energy (MoE); Ministry of Irrigation (MoI); and Ministry of Federal Affairs and Local Development (MoFALD). A brief description of these ministries, including some relevant departments within the ministries, and their roles in water resources management can be found in Annex A of Taylor *et al* 2014.

C.3.2 Non-governmental Stakeholders

In addition to the public sector role in water service delivery and water resource management, the private sector, local and international civil society organizations (e.g. community based organizations

²⁴ Further information can be found in the Hariyo Ban midterm report: http://pdf.usaid.gov/pdf_docs/PA00KD6M.pdf

(CBO), public voluntary organizations, and NGOs), and the research and academic communities play important roles in water resources management and use.

Private sector actors are providers of water-related services as well as major consumers of water. There is a growing group of medium and small-scale independent service providers for water supply/sanitation as well as small-scale irrigation and energy services companies that have shown that commercial markets for water providers can be sustained. The private sector also plays a critical role in water resources management. Economic uses by far dominate water withdrawals nationwide (especially agriculture and energy), and private sector actors are *de facto* the largest “managers” of freshwater resources in the country. The many private hydropower developers currently active in Nepal are the most visible example of their role as water managers. Increasingly, both large and small scale private sector industries and farmers recognize that even if they adopt best practices themselves, water-related risks outside their own operations can affect the viability of their businesses due to limitations in the amount of water available as well as pollution and sedimentation reducing water quality and damaging equipment. Several international and national companies in Nepal are also investing in corporate water stewardship in selected watersheds, with a particular interest in agricultural supply chains and Payment for Ecosystem Services (PES) programs.

Civil society actors provide an important linkage to communities and local natural resource-based economies throughout the country. Within the environment and rural development/water resources sector, there are several international organizations operating in the target basins. The majority of these organizations work closely with communities and community-based groups, who increasingly recognize the benefits they get from environmental/natural resource assets such as water and forests, at the same time that they seek to derive livelihoods from these resources. The CFUGs and buffer zone user group frameworks are the basis for much of the successful participatory governance of natural resources in Nepal, while water user groups (WUGs) have collectively managed water for irrigation and household use for centuries.

Nepali universities and research institutions provide an important resource for analysis, learning, and training that will be a critical component of Nepal’s long-term capacity building in water resources management, climate change adaptation, and freshwater biodiversity conservation.

C.3.3 Other Partners and Programs of Relevance

Other USAID programs and programs of other donors represent strong potential for synergy and complementarity, and the Contractor must communicate, coordinate, and execute strong linkages with those programs. A summary of some of the anticipated programs and partners of relevance follows.

Millennium Challenge Corporation (MCC): MCC is built on the principle that U.S. assistance is more effective in countries that have adopted policies that create an environment for economic growth and poverty reduction. In 2012, MCC identified Nepal as eligible for MCC threshold funding and in December 2014, the MCC Board decided Nepal was eligible for Compact Program development. MCC has completed a Constraints Analysis that identified energy and transportation networks as two key binding constraints to growth in Nepal. MCC has started consultations with GON and other stakeholders for the Compact Program design. The Contractor should stay informed on the progress of the Compact Program design and collaborate as needed.

<https://www.mcc.gov/pages/countries/overview/nepal>

USAID/Nepal Environment and Energy projects:

Hariyo Ban: USAID’s flagship environment project, Hariyo Ban²⁵, will be concluding in 2016. Led by WWF-Nepal, the Hariyo Ban project has focused on

²⁵ Hariyo Ban’s mid-term evaluation, can be found here: http://pdf.usaid.gov/pdf_docs/PA00KD6M.pdf

biodiversity conservation and climate change adaptation in the Chitwan-Annapurna Landscape, including several watersheds in the Gandaki basin, and the Terai Arc Landscape. A follow-on activity is planned.

<http://www.wfnepal.org/hariyobanprogram/>

U.S. Forest Service (USFS): USAID/Nepal has an extensive history of collaboration with the USFS under a Participatory Agency Partnership Agreement (PAPA). The USFS conducted an assessment of freshwater resources and water management in Nepal in September 2014 (Taylor *et al* 2014). Under the current PAPA, USFS will provide technical assistance to USAID/Nepal to pilot the use of environmental DNA (e-DNA) for estimating fish biomass and distribution. USFS scientists will also identify and support activities promoting Best Management Practices for watershed management. The Contractor will work closely with USFS in these areas as appropriate. More information can be found in Section J.

International Water Management Institute (IWMI): Under an agreement with USAID/Nepal, IWMI will be implementing a project aimed at the development and application of tools, models and approaches for sustainable water resources development under current state and future scenarios at the basin and local community scale. In particular, tools will be developed to identify the water flows (e-flows) necessary to maintain the integrity of ecosystems and their services. This information will then be used for hydro-economic modelling at basin scale to explore water allocation under future scenarios, including climate scenarios, of different water resources development options and the resulting trade-offs. The Contractor will work closely with IWMI in these areas as appropriate. More information can be found in Section J.

USAID/Nepal Hydropower Development Project (NHDP): The goals of NHDP are to expand access to modern, high quality hydropower services for the citizens of Nepal and to realize the potential for Nepal's hydropower exports in South Asia. The project will accomplish this by facilitating private sector investment in hydropower resources in Nepal. In addition, the project will support the restructuring of the electricity sector to create viable, efficient national power services and promote expanded electricity trade between India and Nepal. This will be done by providing advisory support to facilitate the development and financial close of large and medium hydroelectricity project contracts, primarily to the Investment Board of Nepal (IBN) and to a lesser extent, the Ministry of Energy (MOE) and the Nepal Electricity Authority (NEA). NHDP will also provide advisory support to the MOE and the NEA with designing and implementing targeted electricity sector reforms. PANI will complement the NHDP by laying the groundwork for sound social and environmental considerations for the Nepal hydropower sector.

It is anticipated that USAID/Nepal will implement several other projects focused on the biodiversity and climate change sector. The Contractor must strategically coordinate and collaborate with these projects as they are awarded.

<http://www.usaid.gov/nepal/environment-and-global-climate-change>

USAID/Nepal Office of Health and Education: Safe WASH II, a five-year WASH activity in four districts of the Far Western Region will result in improved WASH governance, ODF status for all four districts, water supply system improvements for marginalized populations with poor water access, and improvements to public health and dignity through changes in hygiene behaviors and customs. USAID's 41-district Integrated Nutrition Program, Suaahara, contributes to the ODF movement as well as improving under-five children and mothers' health through improved household hygiene and water treatment. Suaahara is engaged in sanitation and hygiene behavior change activity throughout all of the districts of the Far-West

and the Terai and hills of the Mid-West, but is not active in the mountainous Karnali Zone. The planned Health and Hygiene Activity in four to five districts of the Mid-Western Region will improve the water supply and electricity infrastructure, service delivery and infection prevention practices at approximately 60 health posts. The Contractor will collaborate with these projects on climate-smart community water systems and integrate biodiversity conservation and climate change adaptation measures as appropriate.

<http://www.usaid.gov/nepal/global-health>

USAID/Nepal Democracy and Governance projects: USAID's Sajhedari Bikaas project is implemented in six districts of Nepal's Far-West and Mid-West Development Regions, and includes fifty percent of the VDCs in each district. The primary goal of Sajhedari is to improve the ability of targeted communities to better direct their own development. This will be done through technical assistance and limited material and financial support to targeted local bodies, building their capacity to identify and implement projects that reflect community priorities. Sajhedari will facilitate the development of inclusive plans that reflect the demands of the broader community, including historically marginalized populations. The Contractor will work with these projects to ensure an advantageous partnership by providing technical assistance to integrate freshwater biodiversity conservation and climate change adaptation as appropriate. <http://www.usaid.gov/nepal/democracy-human-rights-and-governance>

USAID Nepal Feed the Future and Food for Peace projects: Both USAID's PAHAL (Promoting Agriculture, Health, and Alternative Livelihoods) and KISAN (Knowledge Based Integrated Sustainable Agriculture and Nutrition Program) projects are exploring sustainable irrigation solutions in the Mid-West and Far-West Development Regions of Nepal. The Contractor will work with these projects to ensure an advantageous partnership by providing technical assistance to integrate freshwater biodiversity conservation as appropriate.

<http://www.usaid.gov/nepal/agriculture-and-food-security>

USAID Asia Bureau and E3/Global Climate Change (GCC) Office:

CHARIS: The Contribution to High Asia Runoff from Ice and Snow (CHARIS) project, implemented by the University of Colorado, aims to systematically assess the role that glaciers and seasonal snow play in the freshwater resources of High Asia. This assessment will be crucial in helping to forecast the future availability and vulnerability of water resources. Research and planning for these regional water resources is a trans-boundary exercise and CHARIS will facilitate the international cooperation required for successful water resource management. The Contractor should engage with this program to share data and results and work collaboratively as needed. <http://nsidc.org/charis/>

SERVIR-Himalaya: Part of the global SERVIR program jointly funded by USAID and the National Aeronautics and Space Administration (NASA), SERVIR-Himalaya, implemented by the International Centre for Integrated Mountain Development (ICIMOD), aims to improve environmental management and resilience to climate change in the Hindu Kush-Himalaya region by strengthening the capacity of governments and other key stakeholders to integrate Earth observations and geospatial technologies into decision making for sustainable development. The Contractor should engage with this program to share data and results and work collaboratively as needed. <http://www.icimod.org/?q=471>

High Mountains Adaptation Partnership (HiMap): Under HiMAP, which was funded by E3/GCC and ended in 2015, the Mountain Institute and the University of Texas-Austin, in partnership with local organizations and partners, worked in the Khumbu region of eastern Nepal to assess and address risks from glacial lake outburst floods (GLOFs) in partnership with local communities; build the capacity of local

stakeholders to understand address climate change risks; and develop comprehensive LAPAs (Local Adaptation Plan of Action) for the Khumbu region.

<http://www.usaid.gov/sites/default/files/documents/1865/CCRD-HighMountainFactSheet.pdf>

USAID/Office of Foreign Disaster Assistance (OFDA):

Flash Flood Guidance System: USAID/OFDA, in global partnership with the National Oceanic and Atmospheric Administration (NOAA), UN World Meteorological Organization, and Hydrologic Research Lab is assisting the Nepal Department of Hydrology and Meteorology (DHM) in the region to monitor potential flash floods, thereby improving early warning lead time and enabling quick response. Through new technologies, forecaster trainings, and technical assistance, the program aims to provide flash flood early warning guidance. As part of the South Asia Regional Flash Flood Guidance System, USAID/OFDA is working with DHM and Practical Action to improve dissemination and action to flash flood guidance in Kankai river basin. Additionally, USAID is supporting an initiative by WWF to develop an Integrated Flood Management Manual for Good Practices that should be complete by the end of 2015. The Contractor should engage with this program as appropriate.

http://www.wmo.int/pages/prog/hwrrp/documents/FFI/GFFG_Partners_Brochure_29-01-13_RG_1.pdf

Non-U.S. assistance funded programs²⁶:

Irrigation and Water Resources Management Project (IWRMP): The World Bank is currently supporting WECS under the Irrigation and Water Resources Management Project (IWRMP). IWRMP aims to improve irrigated agriculture productivity and management of selected irrigation schemes, and enhance institutional capacity for integrated water resources management. IWRMP will be developing basin-level plans for several rivers, including the Karnali, Mahakali, Babai and Raptai. The Contractor should support this process and input as needed, particularly regarding freshwater biodiversity conservation and climate change adaptation. <http://www.worldbank.org/projects/P099296/irrigation-water-resources-management-project?lang=en>

Building Resilience of Watershed in the Mountain Eco-Regions (BCRWME): The Asian Development Bank (ADB) and Nordic Development Fund (NDF) are supporting the project Building Climate Resilience of Watersheds in Mountain Eco-Regions (BCRWME) of Nepal (2014-2020), with the Department of Soil Conservation and Watershed Management (DSCWM) under the MoFSC. The project aims to provide access to reliable water resources for domestic purposes and irrigation for communities living in the watersheds of Nepal's river systems, which are significantly vulnerable to climate change. The project area includes parts of Accham, Bahjung, Baitadi, Bajura, Dadeldhura, and Doti districts. <http://www.ndf.fi/project/building-climate-resilience-watersheds-mountain-eco-regions-bcrwme-ndf-c56>

Pilot Program for Climate Resilience (PPCR): Under the umbrella of the World Bank and ADB-funded Pilot Program for Climate Resilience (PPCR), the Department of National Parks and Wildlife Conservation (DNPWC) under the MoFSC is executing "Enhancing Climate Resilience of Endangered Species Project". The development objective of this project is to assist the GON to develop and implement

²⁶ Additional programs can be found in Annex A of Taylor *et al.* 2014.

climate-resilient biodiversity plans for selected protected areas, including those in the PANI target landscape, and to improve the livelihoods of communities in the buffer zones. <http://documents.worldbank.org/curated/en/2013/01/17355631/nepal-enhancing-resilience-endangered-species-climate-change-project>

C.4 DEVELOPMENT HYPOTHESIS

Water is the most important natural resource contributing to Nepal's economic growth, but is also the most threatened by poorly planned development, most impacted by climate change, and least understood in terms of biodiversity. Lack of coordination among various water authorities and users exacerbates these issues.

PANI is therefore based on the following development hypothesis:

If there is improved scientific information to inform decision making; better capacity and effective governance to manage freshwater resources; local solutions that enhance resilient livelihoods and promote freshwater conservation; and a stronger policy and institutional enabling environment to coordinate the multiple uses of water,

then the government and people of Nepal will conserve freshwater biodiversity, adapt to climate change, and maintain the natural resource base needed for sustainable economic growth.

C.5 SITUATIONAL MODEL

In following the Agency's emphasis on sound design through evidence-based programming, clear cause and effect linkages, and improved monitoring for necessary adaptive management and measurement of impacts, USAID/Nepal has adopted a special approach to the design of the PANI activity, known as the Best Practices and Implementation of the USAID Program Cycle. This approach is roughly based on the Open Standards for the Practice of Conservation, which is the result of USAID work with the conservation community over the last few decades. More information on utilizing this approach can be found at <http://www.conservationmeasures.org/initiatives/standards-for-project-management>.

The first step in the design process is the development of an overall PANI situation model. This model identifies the intended ecosystem and human wellbeing focal interests and the underlying pressures and drivers. The next step was to identify illustrative interventions which might intervene on the model. Each of these interventions can then be developed into a TOC that articulates the intermediate results expected to come from each intervention, and links those results with the project's expected higher level outcomes. These TOCs can be used to identify critical assumptions of causality and logic to be tracked during project implementation, and to identify the appropriate indicators needed to test those assumptions. Indicators linked to TOCs help to demonstrate progress towards outcomes over time and should form the basis of the project's monitoring plan. TOCs will be developed by the Contractor in collaboration with USAID/Nepal and USAID/Washington post award. TOCs will be reviewed on an annual basis and amended as the situation in Nepal changes.

The Contractor is expected to use the situation model for the PANI as it forms the basis for procured tasks and deliverables under this project, to ensure that the Contractor, implementers, and stakeholders are all aware of the causal linkages of interventions needed to achieve the project's results. The situation model also facilitates the development of a monitoring framework based on the TOCs that supports the adaptive management of interventions in order to modify program elements in accordance with changing circumstances. USAID recognizes this is a generalized model and that the degree and types of interventions will vary according to site location. USAID's situation models, which serve as a foundational tool in the development of the PANI project, can be found in Section J. The model depicts USAID's causal logic guiding the design of the PANI Project and is comprised of

key high-ranked pressures to these ecosystems and species, key drivers of those pressures, and possible interventions needed to address the key drivers.

C.5.1 Threats Ranking²⁷

Prior to the development of the situational model, USAID performed a threat ranking exercise to determine the top threats to biodiversity, as required by the Biodiversity Code. At the same time USAID adapted the methodology to identify top climate related threats to human wellbeing. Both rankings are expected to evolve and change over time; however are the basis for all proposed activities listed herein.

Pressures to Freshwater Ecosystems and their Species

This section describes the pressures, their resulting stresses, and their drivers that have been identified by USAID as being important to freshwater ecosystems and species (see Situation Model in Section J). Pressures are defined as the human actions or unsustainable uses that immediately degrade freshwater ecosystems. Pressures are commonly referred to as a “direct threat” in the conservation community. Stresses are the biophysical way in which a pressure impacts a biodiversity interest. Drivers to pressures are the constraints, opportunities, or other important variables that positively or negatively influence pressures. A constraint that contributes to pressures is often an entry point for conservation actions. These are also called a “root cause” or “indirect threat.” Opportunities are factors that potentially have a positive effect on freshwater ecosystems, either directly or indirectly, and are often an entry point for conservation actions (e.g. demand for sustainably harvested timber and established culture of conservation).

Invasive species, pests and disease (rated **high**): *Ipomoea carnea* is an aquatic invasive species that is degrading natural ecosystems. Other invasive species in freshwater ecosystems include water hyacinth, carp, kudzo, and mykania. The stress that results from these invasive species is the alteration of native plant community structure and composition of freshwater ecosystems. Drivers underlying the spread of invasive plants include lack of knowledge regarding invasive species management, a lack of public awareness of the threat, and in some cases, poor management of exotic agricultural species. These may be exacerbated by climate change-induced warmer temperatures and precipitation shifts (see also greenhouse gasses below).

Greenhouse gas emissions (rated **high**): Climate change is likely to affect freshwater species via numerous avenues. Precipitation and hydrological regimes have already become less predictable and characterized by more frequent extreme events such as droughts and floods. Anecdotal reports indicate that monsoons have already become less predictable. GLOFs affect freshwater species as well as humans and alter habitats by scouring rivers. Loss of glaciers and reduced snowpack will reduce dry season river flows in high elevation streams and in major rivers. Climate warming will directly influence survival and distributions of some species and will likely have the strongest effects in high elevation habitats. Increases in water temperatures and shifts in fish distributions and life history timing have already been documented in some upper tributaries to the Ganges River in India. Some predict that warming in freshwater habitats will create completely novel freshwater communities. Greenhouse gas emissions is assumed to be driven at world-wide scales beyond the influence of the Nepal Mission and PANI.

Aggregate mining (rated **high**): Extraction of sand, gravel, and boulders from rivers and streams, particularly in the Churia/Siwalik Hills, is a contentious issue in Nepal that has heavily engaged the local population, business sector and policy makers in recent years. Sand and gravel extraction from riverbeds creates extremely high sediment loads downstream. As well as creating direct negative impacts, the sediment can create habitat alterations that adversely affect animal behavior. Little is

²⁷ Adapted from Taylor *et al* 2014

known about impacts of such activity in Nepal. Sediment pollution affects freshwater species by: 1) filling interstitial spaces in the substrate, eliminating living space for many invertebrates and some vertebrates, 2) abrading gills and other tissues, causing direct or indirect mortality, and 3) increasing turbidity and reducing foraging efficiency for sight-feeding predators. At very high levels, sediment aggrades river and lake beds, reducing the volume of water they can hold and increasing flooding. This, in turn, can cause people to channelize rivers, leading to detrimental effects on many species. Aggregate mining is driven by a market demand for building materials and a lack of alternatives as well as adverse and conflicting policies, including a lack of basin-level planning and a lack of enforcement of regulations.

Secondary road construction (rated **high**): The vast majority of secondary roads are built without any planning, approval, environmental impact analysis, nor simple best practices, resulting in roads that are essentially impassable for commercial traffic. Secondary roads cause enormous amounts of erosion – leading to higher incidents of landslides and extremely high amounts of sedimentation in the rivers (see “Aggregate Mining” for description of the effects of sedimentation). Roads, particularly poorly planned ones, become pathways for invasive species expansion, human encroachment into sensitive areas, and access for poachers. The need for access and connectivity throughout Nepal is driving a rapid expansion of the secondary road network. In early 2014, the National Planning commission received requests for 8,000 road construction projects alone. Policies and frameworks, including the Environmentally Friendly Local Governance (EFLG) Framework and District Transport Master Plan (DTMP), exist to help guide the appropriate construction of “green” rural roads, however these are currently not being enforced. Additional underlying drivers include a rising demand for services in rural villages and the roads required to access them, and shortened public spending cycles which reduce the time available to undertake and oversee proper road design.

Major infrastructure (rated **high**): This pressure includes: major road, railways, and transmission lines. Several major transportation projects are being planned in Nepal that could have devastating impact on important protected areas. For example, a proposed railway would bisect Chitwan National Park from east to west, while several planned “postal” roads from India will cut through the park from south to north, splitting the park into eight pieces and creating access for invasive species and poachers into the core areas of the park. Other infrastructure, including electricity transmission lines, and irrigation canals are also proposed in sensitive areas, and lack appropriate planning. Roads open new areas to settlement and agriculture encroachment. Roads and transmission lines contribute to the introduction of invasive species and landslides and siltation in freshwater systems. Drivers include lack of basin level planning that includes multiple sectors.

Urban domestic waste (rated **high**): Freshwater pollution has many sources in Nepal and requires much more attention from both research and regulatory arenas. Contamination by human waste is rampant, and cremation is a locally significant pollution source. Other pollution sources are agriculture, industry, urban runoff, and mining. While water pollution has serious consequences for human health (see human well-being below), it also affects freshwater biodiversity. Benthic invertebrate species and dissolved oxygen levels in the Bagmati River declined precipitously as the river passed through the Kathmandu valley, and a reach of the river in the valley no longer harbors fish. Pollution from urban waste management is caused by a lack of treatment facilities and available public finance for their construction, as well as a poor understanding of technical options for such facilities and low capacity to implement and manage wastewater treatment efforts.

Poorly sited, constructed & managed dams (rated **high**): Although to date hydropower development in Nepal has been minimal, it poses one the greatest looming pressures to freshwater biodiversity in the country and has been cited as the largest threat to fishes of the Ganges River. Dams interrupt essential migrations and home range movements, fragment large populations into populations too small to be viable and alter nearly all riverine processes from hydrologic regimes to sediment and nutrient transport to thermal processes. No dam influencing Nepal’s rivers in Nepal or India has successfully provided passage for migratory animals. The Gharial Breeding Center in Chitwan

District is essentially supplying India with gharials because many of the released animals pass downstream over a barrage and cannot return. For high dams, providing upstream passage solves only part of the migration problem. Because many migratory animals depend on currents for downstream navigation cues, large reservoirs often disrupt downstream migrations, causing animals to perish in the reservoir. Nepal requires that hydropower operations leave at least 10% of the dry season flow in rivers at all times but there is no scientific basis for the 10% figure. Environmental Impact Assessment reports documented the 10% flow estimation based on the annual average flows of the rivers. Therefore, leaving 10% of the flow in the river is undoubtedly inadequate to conserve most freshwater species. The construction of dams is driven by a demand for energy to drive economic growth. However, many dams may be poorly sited or designed and may operate below maximum efficiency or have shortened life expectancies. This is due to watershed management issues including poor upstream road planning and construction and an underlying lack of integrated basin scale planning.

Water diversion/ inter-basin transfers (rated **high**): This includes activities that take water out of the river and not returning it – i.e. consumptive uses of water, including diversions for irrigation, aquaculture, microhydro and other productive uses. Water diversions and inter-basin transfers results in the alteration of natural flows, which is anticipated to be exacerbated by climate change. This pressure results in alteration of hydrology and loss of wetland ecosystems, also anticipated to be exacerbated by climate change. Surface water extraction, for agriculture, industry, or household use, reduces the habitat area and volume available to freshwater species. Smaller water volumes also lead to changes in water temperature, nutrient cycling, and pollutant concentrations. Poorly designed and considered water diversion plans are driven by increased water demand from commercial agrobusiness and growing numbers of urban water users, and are exacerbated by water use inefficiencies (especially on-farm) and a lack of basin scale planning.

Illegal harvesting of gharial, Ganges river dolphin, turtles and other traded species (rated **medium**): While the scope of this threat is not known, overharvest and illegal fishing methods are a frequently-cited pressure to freshwater species. The use of unsustainable fishing methods is of particular concern, including the use of poison. Typically, organochlorines, which are persistent carcinogens that bioaccumulate are dumped in a river, and the dead animals are then collected with nets. This is extremely detrimental as it kills all animals in the affected reach. There is little research on persistence of the chemicals or on health effects on people who consume fish killed in this way. Many accounts attributed such methods to people coming from cities, but some to participation by whole villages. Another increasingly common fishing practice is to use small mesh nets, allowing the fishers to catch small fishes that sometimes receive a higher price per kg than do large fishes. Finally, with little regulation and enforcement of fishing levels, Nepal currently has minimal ability to prevent overharvest that could lead to collapse of fisheries. This applies to harvest of many freshwater groups (e.g., birds, turtles), not just fishes.

Climate Stressors to Human Well-being

This section describes the climate stressors to human well-being focal interests of PANI that have been identified by the Mission to date. “Climate stressors are climate factors that can affect the functioning of a system. For example, rising temperatures and greater rainfall variability may affect agricultural productivity, with implications for food security. Climate stressors can also limit the potential success of development interventions” (Climate-resilient Development: A Framework for understanding and addressing climate change. USAID, 2014 http://pdf.usaid.gov/pdf_docs/PBAAA245.pdf).

Agricultural livelihoods: Climate stressors to agricultural livelihoods include increased temperature, shifting rainfall patterns, accelerated melting of glaciers, extreme precipitation events and more floods, more frequent and/or severe droughts. These climate stressors may result in increased crop pest and livestock diseases, shifting timing of seasons (altered start date, altered length of growing

season), heat stress on crops/livestock, soil erosion, and unreliable availability of water supplies for irrigation and livestock watering. Climate stressors to agricultural livelihoods may be exacerbated by diminished supply of irrigation water resulting from water diversions and transfers and loss of freshwater ecosystems.

Natural resource-based tourism livelihoods: Climate stressors to natural resource based tourism livelihoods includes landslides and more floods/extreme precipitation events. These climate stressors may result in more unreliable access or damaged facilities/sites (resorts, markets, drinking water sources, infrastructure, power stations, etc.) that support tourism livelihoods. Climate stressors to tourism livelihoods may be exacerbated by diminished instream water (e.g. for rafting) resulting from water diversions and transfers and loss of freshwater ecosystems and species.

Human health/loss of life: Climate stressors to natural resource based tourism livelihoods includes landslides and more floods/extreme precipitation events. These climate stressors may result in more unreliable access or damaged facilities/sites (homes, hospitals, drinking water sources, infrastructure, power stations, etc.), water contamination and lack of clean water for consumption. Climate stressors to human health may be exacerbated by diminished instream water (e.g. for clean water supplies) resulting from water diversions and transfers and loss of freshwater ecosystems for waste assimilation.

Social relations: Climate stressors such as flooding and drought may result in more climate-induced conflict. Conflict may be exacerbated by water diversion and transfers and loss of freshwater ecosystems that support water supplies, power generation, and fisheries.

C.6 PROGRAM COMPONENTS

USAID understands that the challenges of managing Nepal's water resources are immense and complex, and that there is often more than one way of addressing these challenges. Success will require matching the skills and expertise of the proposed team with the institutional, financial, and political realities on the ground.

This RFTOP is designed to encourage Contractors to develop their own creative approach to accomplishing the results framework presented in Section C.1.5. Required tasks per sub IR are listed below.

In addition to the required tasks listed below, Contractors must propose additional tasks that comply with the geographic scope, align with the overall PANI results framework, and fall within requirements of USAID's Biodiversity and GCC Adaptation funds (as per section C.2.3). Contractors do not need to propose new tasks under every sub IR; they may choose where to include additional tasks based on their technical approach. Additional tasks proposed by the Contractor and accepted by USAID will be incorporated into the contract as indicated below.

C.6.1 Program Description by Intermediate Result

PANI's goal is to enhance Nepal's ability to manage water resources for multiple uses and users through climate change adaptation and the conservation of freshwater biodiversity. PANI's first IR will focus on addressing threats to biodiversity at the watershed level and building community resilience to climate change. Learnings from this IR will feed into IR2, which focuses on basin management. Under IR 2, PANI will work with other major donors to develop basin-level plans and create multi-stakeholder, participatory implementation road maps. PANI's third IR is focused at the national level and will enable PANI's work in the target basins to have a wider reach through improvements in national policies and strengthening civil society. Finally, PANI's fourth IR underpins all other IRs by filling gaps in the knowledge base and putting in place frameworks to ensure long-term human investment in the fields of freshwater biodiversity and climate change adaptation.

IR1 Increased knowledge, engagement, and benefits for local water users

Sub IR 1.1 Local management of freshwater habitats improved.

Freshwater fish and invertebrates provide an increasingly important source of protein and income for rural people while other freshwater species, particularly flora species, provide forage for livestock and shelter materials. Fisher communities are often some of the poorest and most marginalized groups in Nepal, with more women than men participating²⁸. Nepal has had great successes in involving communities in the co-management of forest resources but there has not been widespread focus on freshwater resources²⁹. Under this IR, Contractors will work with groups such as CFUGs, Buffer Zone User Groups (BZUG), Buffer Zone User Committees (BZUC), other CBOs and local governance agencies as appropriate for the local context to build technical capacity and develop frameworks for local communities, including women and vulnerable groups, to conserve and manage freshwater ecosystems.

Poorly managed capture fisheries are a source of threat to freshwater biodiversity and ecosystems. Reports indicate that both fish production and consumption are increasing, but stocks are not managed for sustainability. There is increasing evidence of illegal fishing methods; poisoning, usually by organochlorines, is the most common method cited and other methods reported are illegal gears, dynamite, and electro-fishing. Overfishing, destructive fishing, and the use of non-selective gears greatly reduce ecosystem health and can result in the loss of species and/or trophic groups. These losses in turn reduce resilience of both freshwater ecosystems and people who depend upon them to the adverse impacts caused by climate change.

Poorly managed aquaculture is another source of threat to freshwater biodiversity as it can cause habitat loss from improper selection of farm locations, introduction of non-native and invasive fishes, disease transmission into native populations, pollution, reduction in water quality, and water diversion. Aquaculture is not a large industry in Nepal, but it is increasing and most aquaculture projects are based on non-native species such as rainbow trout and exotic carp. Aquaculture, however, provides much needed income and protein for local communities. Additionally, it offers opportunity for livelihood diversification, a key element in building resilience to climate change.

Finally, invasive species – whether fauna or flora, from aquaculture or other sources – are a further threat to freshwater biodiversity. Invasive species are a cause of biodiversity loss as they destroy native habitats, out-compete native species, and degrade ecosystem quality and function. Overtime, the loss of ecosystem function can lead to severe economic losses as provisioning and regulating services diminish. To date, there has been limited attention on controlling invasive species in Nepal. Invasive flora currently appears to be a bigger problem than invasive fauna; water hyacinth (*Eichhornia crassipes*) and shrubby morning glory (*Ipomoea carnea*) have been identified as high risk invasive flora species that affect freshwater habitats in the target landscape³⁰. However, the impacts on native biota of introduced fishes such as bighead carp (*Hypophthalmichthys nobilis*), silver carp (*Hypophthalmichthys molitrix*) or rainbow trout (*Oncorhynchus mykiss*) are currently unknown.

This sub IR will reduce threats to biodiversity and build resilience to climate change for both ecosystems and people by exploring best practices in Nepal and the region for integrated community-based freshwater biodiversity and habitat management, with a focus on capture fisheries management, aquaculture best practices, and invasive species management.

²⁸ Sharma 2008; Rai 2011

²⁹ While there has not been a large focus on community managed freshwater resources, the Rupa Lake Restoration and Fishing Co-operative has been largely successful in restoring degraded freshwater habitats, conserving local biodiversity, and increasing income generation for members. Additional information can be found in Gurung 2007 and here: http://landscapes.ecoagriculture.org/global_review/rupa_lake_nepal

³⁰ IUCN Nepal 2005

For further reference, USAID’s Sustainable Fisheries and Responsible Aquaculture Guide can be found in the following location: <http://www.usaid.gov/documents/1865/fisheries-and-aquaculture-guide> . Please note that USAID/Nepal will not support any aquaculture activities that promote or expand the use of non-native species, including those already common in Nepal.

Required tasks under this sub IR include:

Task 1.1.1 Assess the sustainability of capture fisheries, including the prevalence of destructive fishing methods, in the target areas.

Task 1.1.2 Provide training to build capture fisheries management capacity of local user groups and government staff.

Task 1.1.3 Provide training and/or technology transfer on methods proven successful for combating invasive freshwater species and develop and test new control methods where needed.

Task 1.1.4 Support the development of extension-type continuing education programs equipped to train diverse groups (e.g., engineers, teachers, planners, village groups, GON staff) in aspects of freshwater biodiversity, ecosystem services, and applied methods for solving conservation issues.

TBD – any additional tasks proposed by the Contractor and accepted by USAID will be incorporated in this section in the final award document.

Sub IR 1.2 Climate-smart Watershed Best Management Practices developed and implemented.

This sub IR will promote the use of green infrastructure to reduce threats to biodiversity and increase climate resilience. Increased sedimentation and pollution are major threats to freshwater biodiversity in Nepal. An emerging watershed management issue affecting freshwater biodiversity that has yet to receive adequate attention is the proliferation of poorly constructed local roads and increased gravel mining in river beds. Such disturbances cause levels of sediment production that are much higher than the natural loading rates. This sedimentation can displace entire freshwater ecosystems, extirpating species and reducing ecosystem function. In Nepal, the number of rural roads has quadrupled over the past two decades³¹. These roads are usually haphazardly planned, lack proper drainage systems, and cause severe erosion and slope instabilities. In addition to negatively impacting freshwater biodiversity as mentioned above, such roads increase the risk of landslides and often need costly repairs after each monsoon season. Climate change and the associated changes in precipitation frequency and intensity, further increases these risks. Gravel mining, increasingly common in the Churia Hills, also creates very high sediment loads with similar negative impacts.

Diminishing water supplies and poor water quality for downstream users calls for increased attention on integrated participatory watershed management. For watershed management to be most effective, it requires application of an accepted suite of demonstrated effective techniques applied in the highest priority areas. While construction is not allowed under this RFTOP, the Contractor will contribute to the conservation of freshwater biodiversity and increasing climate resilience by catalyzing discussion and providing technical assistance regarding best practices for green infrastructure, with a focus on local roads and gravel mining. Green infrastructure uses vegetation, soils, and natural processes to manage water and create healthier human environments. The Contractor will demonstrate a range of climate-smart solutions to these issues that address local priorities and have clear potential for wide-scale replication by local water users throughout the target basins. This sub IR will further water security by assessing climate risks in watersheds and providing tools and training in different

³¹ Devkota 2014

watershed management techniques, such as soil conservation measures, water storage solutions, and multi-use water systems (MUS).

Another noted watershed management issue that is threat to biodiversity is point source water pollution, with contamination by human waste cited as a locally significant pollution source³². In the high altitude lakes, reports indicate increasing levels of water pollution from human activities in the tourism industry³³. Pollution from human waste causes eutrophication, de-oxygenation, and increased levels of toxicity in freshwater ecosystems. Eutrophic algae blooms for example, decrease water quality and can lead to hypoxic dead zones in extreme cases. This sort of pollution not only has serious consequences for freshwater biodiversity but also negatively impacts human health. Under this sub IR, the Contractor will complement U.S. assistance and other donor funded WASH projects that are improving water and sanitation infrastructure by implementing public awareness and behavior change campaigns to promote freshwater biodiversity conservation, climate resilience, and encourage people to make more sustainable water use decisions in their daily lives.

Required tasks under this sub IR include:

Task 1.2.1 Engage with the relevant government, private sector, and community stakeholders to provide advice on climate-smart local road construction and gravel mining that does not increase sedimentation and/or increase the risk of landslides or other hazards.

Task 1.2.2 Provide communities with training and support to undertake watershed management activities that enhance livelihoods and climate change resilience³⁴.

Task 1.2.3 Develop and promote a set of climate-smart Watershed Management Best Practices for use at the VDC level and up.

Task 1.2.4 Develop and implement an integrated public awareness and behavior change campaign to encourage communities to conserve freshwater biodiversity by reducing water pollution through improved sanitation and hygiene practices.

TBD – any additional tasks proposed by the Contractor and accepted by USAID will be incorporated in this section in the final award document.

Sub IR 1.3 Local-level planning tools and policy frameworks implemented.

This sub IR will link with prior two sub IRs by facilitating the development of tools and frameworks for local communities to manage the multiple uses of their water resources. This is particularly important in the face of climate change and the different impacts predicted for Nepal. For example, climate change is expected to cause greater water scarcity in the High Mountain areas, affect water quality and availability in the Middle Mountains, and cause more water-related disasters (flooding, landslides, sedimentation, water-borne disease) in the Churia Hills and Terai.

Under this sub IR, the Contractor will facilitate that development of Watershed Management Plans, linked to other frameworks such as Community Adaptation Plans of Action (CAPA), Local Adaptation Plans of Action (LAPA), and Water Users Master Plans (WUMP) to give communities the tools they need to adapt to climate change and conserve their water resources. These tools can be

³² Taylor *et al.* 2014

³³ *ibid*

³⁴ The Integrated Water Resources Management/Integrated River Basin Management (IWRM/IRBM) project, led by WECS with support from WWF-Nepal is an example of successful watershed management in Nepal. Working in the different catchments of the Indrawati sub-basin of the Koshi River, IWRM/IRBM targets local livelihood enhancement and resilience through small-scale water storage, distribution, and groundwater recharge projects. More information can be found in Taylor *et al.*

integrated into the Environment Friendly Local Government (EFLG) framework of the MoFALD, which aims to mainstream environmental issues into local development, and Disaster Risk Management Plans as appropriate.

Required tasks under this sub IR include:

Task 1.3.1 Develop/update Watershed Management Plans that can feed into overall basin management plans being developed by the World Bank IWRM project.

Task 1.3.2 Based on vulnerability analyses and watershed prioritization, facilitate the preparation of CAPAs, LAPAs, and/or WUMPs for those VDCs and sub-basins without them and where appropriate.

Task 1.3.3 Support the implementation of the EFLG framework, raising awareness and providing training to VDC and district level staff.

TBD – any additional tasks proposed by the Contractor and accepted by USAID will be incorporated in this section in the final award document.

IR 1 Outcomes

- Increased capacity of user groups, especially women and other vulnerable/and or marginalized groups, to sustainably use freshwater biodiversity resources.
- Illegal and/or destructive fishing practices reduced.
- Reduced water pollution and sedimentation from human activities in high-biodiversity areas.
- Improved capacity of local communities to develop climate-smart green infrastructure.
- Freshwater biodiversity conservation and climate change adaptation integrated into local land use planning and governance frameworks.

IR 2 Improved basin-level resource management

Sub IR 2.1 Increased inclusion of climate and biodiversity information in hydropower development and operations.

Hydropower is a clean energy source that is critical in addressing Nepal's power needs. It is estimated that Nepal has hydro generation potential in the range of 40,000 megawatts (MW), sufficient to serve Nepal's suppressed demand for electricity for the near future³⁵ as well as for export to neighboring South Asian countries. Nepal is heavily dependent on hydropower for national electricity supply as nearly 83% of total electricity was generated by either NEA-owned or private hydropower plants in 2011³⁶. This electricity supply is extremely limited however; only 44% of the population (2009) mainly in urban areas and 8% of people in rural areas have electricity access³⁷. Additionally the supply is very intermittent, with load shedding for up to 16 hours at times. This low level of electrification hampers both economic development and access to information and education in rural areas.

In addition to energy benefits, hydropower offers climate change adaptation opportunities. Water storage in particular will become increasingly important for Nepal in future decades as glaciers and snowpack melt. However, dams and other water management infrastructure have inevitable effects on freshwater biodiversity, river morphology, and river-dependent communities. Under this sub IR, the Contractor will work to reduce threats to freshwater biodiversity and increase the resilience of nearby and downstream communities. The Contractor will provide training and other support for private and

³⁵ <http://www.ippan.org.np/HPinNepal.html>

³⁶ https://energypedia.info/wiki/Nepal_Energy_Situation#cite_noteNEA_20118

³⁷ https://energypedia.info/wiki/Nepal_Energy_Situation#cite_noteUNDP_Asia_Pacific2

government hydropower developers, managers, and technical specialists (e.g. engineers, contractors and others involved in the construction of roads, transmission lines *et al*) to improve the capacity of stakeholders to consider and act on biodiversity and climate change information.

Examples of interventions include but are not limited to, setting up PES programs; creating and implementing Habitat Management Plans; increasing the equitability of benefit sharing for socially excluded groups; evaluating and mitigating hydrometeorological risks; updating existing operational plans to be reduce threats to biodiversity and be more climate smart; facilitating public private partnerships that support biodiversity conservation and community resilience; and other issues as needed.

While Environmental and Social Impact Assessments (ESIAs) are important tools, the Contractor will not be conducting ESIAs under PANI nor will PANI address the full range of environmental and social issues surrounding hydropower development. Instead the Contractor will engage with relevant stakeholders and institutions leading those processes to improve the incorporation of biodiversity and climate information into analyses and management recommendations. The Contractor may also work with other project/donors that are working to improve the ESIA process, such as IFC and the World Bank, by contributing biodiversity and climate change inputs.

Required tasks under this sub IR include:

Task 2.1.1 Organize an international seminar on sustainable hydropower development in Nepal, covering lessons learned, best practices, challenges, and opportunities.

Task 2.1.2 Build capacity of hydropower operators to use hydro-meteorological information and modeling to inform operational decisions.

Task 2.1.3 Build the capacity of the IBN, MoE, MoSTE, Independent Power Producers Association of Nepal (IPPAN), and private sector hydropower developers and operators to develop monitoring procedures and track compliance with environmental and social safeguards.

TBD – any additional tasks proposed by the Contractor and accepted by USAID will be incorporated in this section in the final award document.

Sub IR 2.2 Tools developed to enable better basin-level management decisions and actions.

This sub IR is focuses on developing tool to enable better basin-level water management, such as environmental flows³⁸ (e-flows) and flood warning systems. In many cases in Nepal, all water is diverted through power generation tunnels and the downstream reach is dry, often completely during the dry season. While Nepal officially requires that hydropower operators maintain at least 10% e-flow level, this regulation is often not followed due the high demand for power. Additionally, there is no scientific basis for the 10% figure so it is not known whether or not that level is sufficient to conserve freshwater biodiversity in the current climate scenario or future ones.³⁹ Under a PIO agreement with USAID/Nepal, IWMI will determine specific e-flow levels for the target basins for all seasons and under different climate scenarios. Once e-flow levels are established, political support and public awareness is essential for effective implementation. This process is interdisciplinary, and involves agencies and actors that plan and manage hydropower, agriculture, fisheries, tourism, land use, industrial development and natural resources. Dialog and engagement with this wide range of actors involved is needed to create awareness of e-flows, monitor the success or failure to implement

³⁸ E-flows describe the quantity, quality, and timing of water flows required to sustain freshwater and estuarine ecosystems and the human livelihoods and well-being that depend on these ecosystems.

³⁹ Taylor *et al* 2014

e-flows, and to generate additional solutions as needed. Under this sub IR, the Contractor will support GON and IWMI in developing and implementing effective e-flows.

Climate change is increasing the variability and magnitude of natural weather events. Nepal's average annual precipitation is approximately 1500 mm, of which 90 percent occurs in the monsoon months between June and August. While flooding is historically common in parts of the country, particularly the Terai, climate change is resulting in precipitation and hydrological regimes that are less predictable and more extreme⁴⁰. The target basins were particularly hard hit in 2008 and 2014, when devastating floods caused extensive damage in the Terai and Churia hills. In northern Nepal, 742 glacier lakes have been mapped in the Karnali basin, which is the largest number and greatest lake area in any one basin⁴¹. Glacier lakes are formed in the Himalayan regions as glaciers recede and are dammed by end moraines comprised of soil, ice and rock. Glacier Lake Outburst Floods (GLOF) are a type of flash flood that occurs when the moraine dam breaks and water is released. Past GLOFs have caused deaths and extensive damage to communities, field, tourism infrastructure, and hydropower facilities in the valleys downstream. In addition to floods, droughts are also increasing. Western Nepal has experienced consecutive and worsening winter drought conditions since the year 2000, culminating in a severe drought episode during 2008/09⁴². This drought reduced crop production and drastically affected food security.

Adaptation measures such as river monitoring networks and early warning systems are in place in some parts of the target landscape. However many communities remain without access to this information, leaving them vulnerable to potential floods and droughts. Under this sub IR, the Contractor will develop tools, such as maps and models, to expand flood and other hydro-meteorological risk knowledge and ensure that the knowledge is effectively used by decision makers.

Required tasks under this sub IR include:

Task 2.2.1 Support GON and IWMI to promote national discussion, disseminate e-flow results, and develop guidelines for the implementation of e-flow requirements.

Task 2.2.2 Support the DHM to expand the river observation network to collect data at locations close to target communities that are not currently monitored.

Task 2.2.3 Support the DHM and local stakeholders to disseminate information on flood risks and warnings, linked to local and community-based response plans.

Task 2.2.4 Raise technical capacity for hydropower plants to develop and implement Emergency Action Plans to warn downstream communities in the event of a large release of water.

TBD – any additional tasks proposed by the Contractor and accepted by USAID will be incorporated in this section in the final award document.

Sub IR 2.3 Participatory, multi-stakeholder basin scale integrated water resources management roadmap developed.

There is a need for a ‘whole of government’ approach by the GON for integrated water resources management as currently there is not a coherent and strategic approach across multiple ministries regarding water resources development. This sub IR is focused on increasing dialogue, both vertical and horizontal, among different water users and decision makers in order to create a road map to

⁴⁰ Rasul 2014

⁴¹ ICIMOD 2011

⁴² Wang *et al.* 2013

moving towards more integrated water resources management at the basin level (national level activities are included under IR 3).

Under this sub IR, the Contractor must bring together different water user groups and decision makers, including private sector, holding conferences, roundtable discussions, and other programs to encourage discussion on key water issues, identify solutions, and create a roadmap for the Karnali basin at a minimum for moving towards sustainable, multi-stakeholder basin-level integrated water resources management. The Contractor will support the basin-level plans that are to be developed by WECS under the World Bank IWRM project, which PANI will support this process by providing inputs to incorporate freshwater biodiversity conservation and climate change adaptation. To ensure these plans can be effectively implemented, the Contractor will create a platform that brings together the multiple donors and GON agencies engaged in water resources management, in particular hydropower development, such as the, WECS, MoE, MoSTE, MoFSC, MoFALD, IBN, World Bank, and other stakeholders as relevant to develop a roadmap to move towards more holistic water management at the basin level.

Required tasks under this sub IR include:

Task 2.3.1 Organize a distinguished speaker series covering topics such as water management at the basin level; hydropower planning and biodiversity conservation; climate change adaptation and water management; global best practices; and others areas.

Task 2.3.2 Hold a series of biannual or more frequent informal round table discussions in VDCs and district level with broad vertical representation of water users and decision makers.

Task 2.3.3 Provide biodiversity and climate change information into relevant basin level planning processes, such as those to be developed under WECS and World Bank IWRM project.

TBD – additional tasks under this sub IR proposed by the Contractor will be incorporated in this section in the final award document.

IR 2 Outcomes

- Reduced vulnerability to floods and other hydro-meteorological hazards in the target basins.
- Private hydropower operators and managers identify and adopt environmental mitigation measures that reduce threats to freshwater biodiversity, adapt to climate change, and increase benefits to nearby and downstream communities.
- Hydropower operators using conservation friendly practices are supported.
- Increased dialogue and inclusion in water management, with women and disadvantaged groups participating in water management discussion and decisions at the basin level.
- Roadmap for basin-scale integrated water resources management developed.

IR 3 Increased coordination and strengthened enabling environment

Sub IR 3.1 Key policy and planning frameworks for integrated water resource management strengthened.

The institutional framework for water resources management in Nepal is very complex. It consists of a web of government ministries, commissions, and departments; legislation in the form of acts, rules, and regulations; policies; strategies; and plans and programs. Key policies regarding water management in are the Water Resources Strategy (WRS 2002), the National Water Plan (NWP 2005), and the National Water Resources Policy (NWRP 2011). The Water Resources Strategy (WRS) was developed in 2002, and the National Water Plan was approved in 2005 to implement the WRS. These

are only a few and there are a myriad more however; a summary can be found in Taylor *et al.*, 2014.

Nepal's changing politic and economic landscape is likely to provide many opportunities for engagement. Nepal will have a new constitution; large-scale migration of the Gulf and other regions and movement forward in negotiations with India on water and power may offer economic opportunities; and the emergence of climate change adaptation as an overarching theme of GON programs indicates that there could be ample opportunity to work with the GON to revise key policy and planning frameworks related to water resources management during PANI.

Under this sub IR, the Contractor will work with the GON agencies and ministries, donor and investment agencies, and other stakeholders to review, update, and/or provide input into water management tools such as national level policies and freshwater species conservation plans to encourage more holistic water management.

Required tasks under this sub IR include:

Task 3.1.1 Develop an issues and opportunities White Paper, analyzing institutional options and opportunities for holistic and integrated water management including financing mechanisms.

Task 3.1.2 Provide support to WECS and other GON bodies as needed to revise, update, and draft national policies that support integrated water resources management and freshwater biodiversity conservation and take into account climate change adaptation.

TBD – additional tasks under this sub IR proposed by the Contractor will be incorporated in this section in the final award document.

Sub IR 3.2 Civil society groups supported to advocate for and publicly monitor transparent and accountable decision-making.

Under this sub IR, the Contractor will work with Nepalese and international civil society organizations to build understanding of biodiversity, climate change adaptation, and sustainable water management issues in Nepal. The Contractor will support civil society organizations to work with the various agencies of the GON and the private sector involved in water use to increase accountability and promote more coherent and synergistic approaches to integrated water resources management.

Required tasks under this sub IR include:

Task 3.2.1 Carry out analyses that illuminate the environmental and social costs and benefits of hydropower development and include recommendations for more sustainable hydropower development.

Task 3.2.2 Develop a bilingual civil society guide to healthy rivers, climate resilience, and sustainable hydropower and provide support to strengthen civil society voices.

Task 3.2.3 Work with IPPAN and other relevant stakeholders to develop and support norms and standards for sustainable hydropower development; credible, independent monitoring; and awards for exemplary work.

TBD – additional tasks under this sub IR proposed by the Contractor will be incorporated in this section in the final award document.

IR 3 Outcomes

- Recommendations on possible consolidation avenues for an appropriate national level framework for holistic water management that promotes freshwater conservation and climate change adaptation.
- Updated and/or new water management plans and policies in support of holistic water management.
- Increased government and private sector accountability to the public on issues related to sustainable water management, including conservation of freshwater biodiversity and climate adaptation.

IR 4 Expanded knowledge base

This cross-cutting IR will support IRs 1-3. Tasks under this IR must fill gaps needed to address threats to biodiversity, provide information needed for effective climate change adaptation, and/or enable effective, science-based policies and plans to be developed. Results from the IR will help inform the prioritization and implementation of tasks under the other three IRs.

Sub IR 4.1 Knowledge gaps in freshwater biodiversity, climate change, and water resources management filled.

There are numerous gaps in knowledge that must be filled in order for effective watershed management, basin-level planning, and holistic national-level policies to be implemented. Improved understanding of species-level taxonomy and distribution is needed for effective conservation planning to take place. Conservation interventions such as setting flow levels and designing passage systems for dams are dependent on adequate information on life history, behavior, and ecology of affected species. Further understanding of ecological processes will assist in predicting the response of an ecosystem to disturbances such as climate change, while a better understanding of the impact on water by climate change under different scenarios will enable appropriate adaptation measures to be implemented. This sub IR focuses on increasing the knowledge base needed for effective water management, including increasing the aggregation and dissemination of existing freshwater biodiversity and climate change information as well as generating novel data and analyses.

Under this sub IR, the Contractor will work with the GON and other stakeholders to develop a coordinated research agenda and then implement activities to address knowledge gaps in freshwater biodiversity, climate science, and other water management areas. The Contractor must coordinate with other research actors, including but not limited to the USFS, IWMI, Nepali, and American universities, civil society, international research bodies, and other stakeholders to continue and/or initiate high priority freshwater biodiversity, climate change, hydrology, and other water related research. Please refer to Taylor *et al.*, 2014 for examples of key knowledge gaps.

Required tasks under this sub IR include:

Task 4.1.1 Conduct rapid climate vulnerability and freshwater biodiversity assessment in the target basins to identify high priority watersheds and VDCs for site-based interventions.

Task 4.1.2 Conduct freshwater biodiversity inventories in wetlands, rivers, and other areas, including indices of species abundance and documenting altitudinal ranges and major habitat types.

Task 4.1.3 Identify areas that could be proposed as fish or other freshwater biodiversity sanctuaries/PAs.

Task 4.1.4 Conduct ecological studies needed to inform infrastructure development projects.

Task 4.1.5 Assess the impact of non-native fish species on native biodiversity.

Task 4.1.6 Map water resources and availability⁴³ and identify systems requiring rehabilitation, both ecologically and for human use.

Task 4.1.7 Identify pressing water security issues such as future supply and demand scenarios and climate stresses on water resources over seasonal to longer timescales.

Task 4.1.8 Conduct an analysis of gender and caste-biased access to and use of water resources.

TBD – additional tasks under this sub IR proposed by the Contractor will be incorporated in this section in the final award document.

Sub IR 4.2 Freshwater biodiversity and sustainable water management integrated into academic and other learning spaces.

There is a need to expand academic freshwater ecology and conservation training programs as well as integrating conservation and climate resilience, particularly into engineering fields. Students at many levels should be introduced to freshwater biodiversity in Nepal, its threats, and the relationship with human well-being.

Building this aspect of the knowledge base is essential as Nepal requires more technical expertise in broad, basin-level water management that balances ecological and human needs and addresses climate risk. Engineering coursework should be expanded to include classes and experience in river hydraulics, fluvial geomorphology, sediment transport, and animal passage. Development of infrastructure, if poorly designed, poses threats to biodiversity by reducing flows, blocking fish migration, increasing water pollution, and other hazards. Fish passage is a crucial issue in Nepal as hydropower infrastructure projects should be designed in a way that provides both upstream and downstream passage for migratory species. Under this sub IR, the Contractor will provide support to universities, education/research centers, and students to build technical capacity in freshwater biodiversity conservation, climate change adaptation, and sustainable water management.

Required tasks under this sub IR include:

Task 4.2.1 Develop and implement a green engineering strategy and curriculum with the Nepal Engineering College, Tribhuvan University Engineering Campus, and others interested in promoting freshwater biodiversity conservation, climate change adaptation, and sustainable water resources management.

Task 4.2.2 Provide scholarships, internships, and/or mentorships for Nepali students pursuing related fields.

Task 4.2.3 Facilitate international cooperation between Nepali and international specialists and students regarding aquatic animal passage issues in order to design engineering solutions for fish and other impacted species passage at dams and other water management infrastructure.

TBD – any additional tasks proposed by the Contractor and accepted by USAID will be incorporated in this section in the final award document.

IR 4 Outcomes

⁴³ The Contractor may do a limited amount of ground water mapping if essential to their technical approach in achieving PANI's objectives. However USAID does not envision a large amount of LOE to be spent on ground water mapping.

- Information needed to make decisions that promote freshwater conservation and climate change adaptation exists.
- Improved capacity to analyze water resource and climate data for conservation and land use planning in target basins.
- Increased understanding of GESI issues and water resources management in the Nepal context.
- Increased awareness of climate-related risks to water security and freshwater biodiversity at the basin scale.
- Green engineering, climate adaptation, and freshwater conservation incorporated into traditional engineering curriculums.
- Students and researchers, with a focus on those from vulnerable groups and communities, studying freshwater conservation, climate adaptation, and other related fields mentored and supported.

C.6.2 Indicators

On the USAID side of the M&E equation monitoring will take into account the requirements for three levels of reporting: (1) the inclusion of indicators required for reporting for the Mission's PMP, (2) the inclusion of indicators consistent with USAID/Nepal's annual Performance Plan and Report (PPR); and (3) the selection of custom indicators for internal, program-level management useful for performance and adaptive management and course corrections, including those required for reporting on the various sources of program funding. Refer to Section C.11 for more details on M&E requirements. Post award, the Contractor will develop and agree with USAID/Nepal a set of TOCs for the use of Biodiversity Funding as mentioned above; some or all of the indicators requested here, especially under (1) and (2) below, should align with those agreed TOCs.

Per USAID/Nepal policy, all person-level indicators for which data are collected (either through quarterly/annual reports, surveys, or evaluations) must be disaggregated by sex, age, caste/ethnicity, and location. At a minimum, the following six caste/ethnicity categories must be included: Dalit, Muslim, Brahmin/Chhetri, Newar, Janajati, and Other. At a minimum, the following age categories must be used: 15-19, 20-24, 25-29, and 30-34. Based on the analysis of the results, further data collection may be necessary to allow for additional disaggregation and will be agreed upon in the approved PANI M&E Plan.

1. **Key Performance Indicators consistent with USAID/Nepal's 2014-2019 PMP and PPR:** The Contractor must include in the proposed M&E plan the following mission PMP and Foreign Assistance Framework indicators monitored by USAID/Nepal across its portfolio:
 - a. Number of hectares of high-biodiversity wetlands or kilometers of rivers showing improved biophysical conditions as a result of U.S. assistance.
 - b. Number of stakeholders with increased capacity to adapt to the impacts of climate change.
 - c. Number of people with increased economic benefits derived from sustainable natural resource management and conservation as a result of U.S. assistance.
 - d. Number of institutions with improved capacity to address climate change issues as a result of USG assistance.
 - e. Numbers of Policies/Regulations/Administrative Procedures in each of the following stages of development as a result of U.S. assistance in each case: Stage 1: Analyzed; Stage 2: Drafted and presented for public/stakeholder consultation; Stage 3: Presented for legislation/decreed; Stage 4: Passed/approved; Stage 5: Passed for which implementation has begun.
2. **Custom Key Performance Indicators to best inform USAID/Nepal of the progress of PANI at the objective level.** The following must be included. Contractors may propose additional indicators as needed.

- a. Population trends of priority freshwater species, such as river dolphins, gharials, wetland dependent birds, herpetofauna, endemic fishes, or others. The Contractor may select target species based on their proposed technical approach.
- b. Indices/trends of freshwater health indicator species such as molluscs, odonates, or others. The Contractor may select targets based on their proposed technical approach.
- c. **Additional indicator(s) TBD by the Contractor.**

3. **Custom indicators for internal program-level management:** In addition to the required indicators above, the Contractor is required to identify approximately five custom indicators for each IR for measuring progress toward the PANI objectives at the IR level.

IR	Indicators
IR 1	<p>Approximately five indicators TBD by the Contractor that will be incorporated in this section in the final award document.</p> <p><i>Illustrative indicators:</i> Changes in fish stocks Changes in fish biomass Changes in catch per unit effort/catch rates Percentage of vegetation cover Level of turbidity/phosphates/dissolved oxygen Presence of indicator species as indicator of water pollution status Percentage of fecal coliforms per 100 ml of water Number of marginalized communities/groups managing their freshwater resources Number of women or disadvantaged individuals in decision making positions in community based natural resource management Number of days of U.S. assistance funded technical assistance in freshwater habitat and watershed management provided to counterparts or stakeholders</p>
IR 2	<p>Approximately five indicators TBD by the Contractor that will be incorporated in this section in the final award document.</p> <p><i>Illustrative indicators:</i> Number of communities with reduced vulnerability to floods and other climate-induced events Number of hydropower operators implementing environmental and/or social safeguard activities Number of marginalized communities articulating and voicing demands for integrated water resources management Number of women and marginalized individuals/communities involved in basin-level planning Number of days of U.S. assistance funded technical assistance in sustainable hydropower and basin-level management provided to counterparts or stakeholders</p>
IR 3	<p>Approximately five indicators TBD by the Contractor that will be incorporated in this section in the final award document.</p> <p><i>Illustrative indicators:</i> Number of legislative and policy changes enhancing integrated water resources management Number of women and marginalized individuals/communities involved in national level decision making Number of U.S. assistance funded civil society organizations (CSOs) and community management entities engaged in advocacy interventions (including through public/social audits, hearings)</p>
IR 4	<p>Approximately five indicators TBD by the Contractor that will be incorporated in this section in the final award document.</p>

	<p><i>Illustrative indicators:</i></p> <p>Number of freshwater biodiversity and climate vulnerability assessments completed</p> <p>Number of freshwater species for which ecological characteristics are better understood</p> <p>Number of students/researchers institutions supported</p> <p>Number of institutions offering formal coursework in relevant subjects</p> <p>Number of graduates trained in green engineering employed</p>
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C.7 GENDER EQUALITY AND SOCIAL INCLUSION

Gender equality and social inclusion (GESI) is a vitally important issue in water resources management in Nepal. As a result, GESI is an integral part of PANI. Contractors are expected to give it the attention it deserves and to implement all components of the program in ways that will directly lead to strengthened gender equality and increased social inclusion.

The USAID/Nepal NRM Project gender analysis found that there are major gender disparities in both formal and informal NRM institutions in Nepal. There is a dearth of women professionals within implementing partner agencies and stakeholder associations. Gender issues and concerns, if raised at all, are trivialized in policy decisions and strategic negotiations in both formal and informal sectors at both national and local levels. Stakeholder forums and consultative processes too often exclude women and marginalized groups because they invite only heads of organizations, who are mainly males from dominant castes and ethnicities.

Women, Dalits and Janajatis are not well organized as stakeholders in the water resource policy and management arenas. There are gaps in outreach, voice, and influence as a wider network for receiving useful information regarding development / water schemes and opportunities is not available. Water user federations and associations have a mandate for inclusive representation of disadvantaged groups. However, they often lack internal democratization resulting in the marginalization of women, Dalits and Janajatis in water systems decision making and management. This marginalization further leads to lack of access and use, control, and benefits sharing from water resources and results in worse hygiene and health conditions.

The potential for PANI activities to include rural and poor women and excluded groups is substantial. The NRM GESI analysis has specifically recommended the following for the PANI activity:

1. Significant budget be allocated to more fully integrate GESI-related initiatives to achieve PANI's overall goal of improving the resilience of targeted natural resources and related livelihoods. These integrated GESI initiatives must focus on leadership development for women and excluded groups, actions to learn and strategize about GESI empowerment in communities, and investment in organizational capacity development activities among others (e.g. water strategy planning, review and assessment, advocacy, learning and applying GESI responsive behaviors, affirmative actions, women and excluded group network strengthening, etc.) within the water sector.
2. The design of water resources management initiatives must take into account the differentiated needs and interests of women, Dalits, and excluded groups. Inclusive and participatory needs assessment must be conducted at the project level with women, Dalits, and excluded groups in order to inform the design of the activities.
3. PANI must seek to fully understand the impacts of hydropower development upon excluded and indigenous communities and design initiatives accordingly.
4. PANI must give attention to domestic and multiple use of water as this will benefit rural poor women.
5. PANI should ensure that the water users' committees/management committees have at least 33 percent (preferably 50 percent) women's representation and proportionate representation from socially excluded groups.
6. PANI should conduct a power relations analysis to inform GESI empowerment approaches in water management sector.

Finally, a recent Hariyo Ban publication, *Gender Assessment of Natural Resource Management: Dynamics of Power Relations and Indigenous Knowledge*, prepared by Women Leading for Change in Natural Resources Management, includes detailed recommendations for more systematic attention to GESI issues in the forestry sector that could provide additional recommendations/ideas for the water management sector.⁴⁴

The Contractor's GESI Action Plan will be incorporated in this section in the final award document pending USAID approval.

C.8 PROJECT IMPLEMENTATION AND ROLLOUT

C.8.1 USAID Oversight

Technical direction for the project will be provided by a Task Order Contracting Officer's Representative (TOCOR) from the USAID/Nepal Environment and Energy Team. The TOCOR will be responsible for monitoring the quality and effectiveness of the Contractor's performance by maintaining close contact with the Contractor's key personnel, the GON and other key counterparts and by reviewing accomplishments against Annual Work Plans.

At frequent intervals, the Contractor will be required to coordinate with and brief USAID on project activities and progress toward achieving performance targets and contract results. When required, the Contractor must deliver professional judgments to USAID about the effectiveness of personnel and partners employed under the project. The Contractor must obtain international travel authorization and approval of terms of reference for short-term personnel from the TOCOR before travel or work commences.

C.8.2 Development Partner Coordination

USAID works with the Asian Development Bank (ADB), Australian Agency for International Development (AusAID), Canadian Department of Foreign Affairs, Trade and Development (DFATD), Danish International Development Agency (DANIDA), Embassy of Finland, European Commission (EC), German Technical Cooperation (GIZ), Japan International Cooperation Agency (JICA), Norwegian Agency for Development Cooperation (NORAD), Royal Netherlands Ministry for Development Cooperation, Swedish International Development Cooperation Agency (SIDA), Swiss Development Cooperation (SDC), United Kingdom Department for International Development (DFID), United Nations Development Program (UNDP), and the World Bank for the improvement of natural resources management, climate change, and biodiversity conservation.

In order to avoid duplication of effort as well as to optimize the leveraged efforts, it is desirable to have good synergy with GON and other international organization funded projects/strategies in planning and implementing USAID's PANI project. USAID/Nepal will take the lead in the coordination efforts and may designate the Contractor for assistance. The Contractor must report to the TOCOR on the content of meetings attended or held with other international organization staff. Copies of all correspondence to these partners must be sent to the TOCOR. The Contractor must also summarize activities conducted in collaboration with other partners in the Quarterly and Annual Reports.

C.9 PERSONNEL

⁴⁴ Hariyo Ban Program. 2014. *Gender Assessment of Natural Resource Management: Dynamics of Power Relations and Indigenous Knowledge*.

As noted in Section C, this Statement of Work encourages Contractors to develop their own creative approach to accomplishing the goals and objectives of PANI. This encouragement extends to staffing. The Contractor must recruit and establish a team of experts and supporting staff to develop and implement the project.

There is world-class Nepali talent in water resources management, some of it in Nepal, some of it in the diaspora. Contractors are encouraged to use Nepali and regional talent to the maximum extent feasible. They are also encouraged to nurture and promote the development of talent, and to pay careful attention to gender, social inclusion, and support for the differently-abled.

C.9.1 Key Personnel

The personnel listed below are considered essential to the work being performed under this contract:

1. Chief of Party
2. Deputy Chief of Party
3. Chief Technical Specialist
4. Communications Specialist

Indicative qualifications and other requirements for the Key Personnel are outlined below. Between the Chief of Party and Chief Technical Specialist, one must have a strong technical background in freshwater biodiversity conservation and one must have a strong technical background in climate change adaptation.

C.9.1.1 Chief of Party (Biodiversity Conservation Specialist *or* Climate Change Mitigation and Adaptation Specialist as per the IDIQ): The Chief of Party (COP) provides overall technical and administrative leadership for the PANI program and serves as the primary liaison with USAID/Nepal. S/he will be responsible for the overall management and implementation of the program and report directly to the designated TOCOR. The COP will take a leadership role in coordination among USAID, key stakeholders, and other implementing partners. The COP position requires political gravitas, as s/he will interact with numerous GON institutions and senior-level national and county-level government officials. The COP will have demonstrated ability to work in complex, politically charged, environments, to work across different cultures, and to manage diverse teams to deliver impact within agreed timelines.

Education: A Master's degree in a relevant technical field is required. Ph.D. preferred.

Skills and Experience: At least 10 years of experience in relevant management, supervisory, and technical experience working with programs that are of a similar scope and scale to this program is required with at least 10 of these years should be in a management/leadership position. At least 10 years of experience in freshwater biodiversity conservation, hydrology, water resource management and/or climate change adaptation, preferably in similar development contexts as Nepal, is required. Ample experience in program design, policy dialogue, strategic planning and implementation, both at a national policy and grassroots levels is also required. Experience and demonstrated capacity to build and sustain partnerships to achieve development results is preferred.

Language: The candidate must be professionally proficient and fluent in written and spoken English. Proficiency in Nepali is preferred.

C.9.1.2 Deputy Chief of Party (Project Manager as per the IDIQ): The Deputy Chief of Party will work under the direction of the COP and provides close oversight of all aspects of day-to-day implementation, personnel management, reporting, and monitoring. S/he must be a seasoned professional who works well in multicultural teams in multiple locations and have experience implementing complex, multi-component programs. The Deputy should also be the project's resident

expert in one of the key PANI technical areas, complementing the technical expertise provided by other personnel on the project.

Education: Master's Degree in a relevant discipline is preferred.

Skills and Experience: At least 10 years of experience in the administration and management of complex development programs of a similar size and scale is required (at least 8 of these years should be in a management/leadership position). Ample experience in program design, policy dialogue, strategic planning and implementation, both at a national policy and grassroots levels is required. Experience in Nepal and/or South Asia preferred. Prior experience in a similar development context as Nepal is preferred.

Language: Professionally proficient and fluent in written and spoken English. Proficiency in Nepali is preferred.

C.9.1.3 Chief Technical Specialist (Biodiversity Conservation Specialist *or* Climate Change Mitigation and Adaptation Specialist as per the IDIQ): S/he will be a recognized technical expert in his/her field. The Chief Technical Specialist leads the technical direction of the project and support the COP in the development and implementation of PANI. The Chief Technical Specialist must demonstrate sufficient professional experience in freshwater biodiversity conservation and/or climate change adaptation to successfully provide technical inputs, oversight, and capacity building for PANI.

Education: Master's degree required. Ph.D. strongly preferred.

Skills and Experience: At least 10 years of experience in relevant technical experience working with programs that are of a similar scope and scale to this program is required. At least 10 years of technical experience in freshwater biodiversity conservation/ecology, hydrology, water resource management and/or climate change adaptation, preferably in similar development contexts as Nepal, is required. Experience working effectively on multi-disciplinary, multi-cultural teams is required. Experience and demonstrated capacity to build and sustain partnerships with academic, NGO and government agencies to achieve development results is required.

Language: The candidate must be professionally proficient and fluent in written and spoken English. Proficiency in Nepali is preferred, but not required.

C.9.1.4 Communications Specialist (Implementing Sustainable Development Support as per the IDIQ): She/he will develop the communications strategy and lead the communications, outreach, and coordination aspects of the project. She/he will be an expert in the principles, methods, practices and techniques of communications and stakeholder coordination for diverse stakeholders including local communities, academia, media, civil society, and government agencies.

Education: Master's degree required.

Skills and Experience: At least 10 years of experience in relevant experience working with programs that are of a similar scope and scale to this program is required. Experience working effectively on multi-disciplinary, multi-cultural teams is required. Strong interpersonal skills and the ability to establish, maintain, and manage relationships with diverse groups of stakeholders required. Experience with biodiversity and/or climate change adaptation projects preferred. Experience in Nepal or South Asia preferred.

Language: The candidate must be professionally proficient and fluent in written and spoken English. Proficiency in Nepali is preferred, but not required.

C.9.2. Additional Professional Personnel

The Contractor must provide non key personnel – short or long term – as appropriate to deliver the approach. The Contractor must suggest other full-time personnel and short-term technical assistance (STTA) according to the IDIQ labor categories listed below necessary to effectively implement the activity. See Section F.7 for workdays ordered.

a. Definition of labor categories

1001. Project Manager – The individual is responsible for day-to-day work and staff supervision leading to the achievement of quality work products. S/he serves as a critical team member or leader in a project unit, mentoring individuals, and collaborating closely with other management staff for effective supervision of at least one complex project.

1002. Institutional Development Specialist – The individual may engage in increasingly complex new business development; departmental, regional, and corporate strategies; financial management; technical assignments; and/or staff development and supervision with minimal oversight.

1003. Administrative Support Staff – The individual is responsible for day-to-day program support. Duties may include, but are not limited to, project administration; program management support; producing all project related correspondence; maintaining web sites and databases; scheduling meetings and reservations; maintaining document libraries; and/or the oversight of these activities.

1004. IT Specialist – The individual is responsible for day-to-day technical support. Technical duties may include, but are not limited to, support to one or more of the following: computer science; informatics; Geek Squad; and information management.

1005. Grants Manager – The individual is responsible for managing program grants. Duties may include, but are not limited to, grants solicitation; procurement and management; financial oversight; and strengthening capacity for grants oversight and implementation.

1006. Financial Manager – The individual provides expert advice and assistance to the program's internal and external operations as they relate to finance and business. Duties may include, but are not limited to, assisting with strategic and business planning processes; benchmarking activities; market and financial modeling and simulation; financial planning; and financial management and analysis.

1007. Biodiversity Conservation Specialist – The individual is responsible for providing technical support to program implementation in one or more of the following technical areas: wildlife ecology; ecosystem ecology; freshwater and wetland biology; Protected Area management; and landscape conservation management planning.

1009. Climate Change Mitigation and Adaptation Specialist – The individual is responsible for providing technical support to program implementation in one or more of the following technical areas: climate change modeling; climate change adaptation; and clean energy development.

1011. Ecosystem Services Specialist – The individual is responsible for providing technical support to program implementation in one or more of the following technical areas: hydrology; river basin management; ecosystem valuation; systems ecology; ecosystem management; invasive species management; habitat/watershed restoration; and landscape planning.

1012. Sustainable Tourism Specialist – The individual is responsible for providing technical support to program implementation in one or more of the following technical areas: tourism development; eco-tourism; destination management; hospitality management; interpretive/educational services; eco-certification; and architectural services.

1013. Environmental Enterprise Development Specialist – The individual is responsible for providing technical support to program implementation in one or more of the following technical

areas: value chain analysis; market information; marketing; business development services; micro, small, medium enterprise development; green business certification; financial analyst; financial management; and private sector investment.

1014. Sustainable Conservation Finance Specialist – The individual is responsible for providing technical support to program implementation in one or more of the following technical areas: sustainable financing; debt-for-nature swaps; and credit and financial services.

1015. Ecosystem Payments Services Specialist – The individual is responsible for providing technical support to program implementation in one or more of the following technical areas: ecosystem valuation; environmental accounting; and natural capital accounting.

1016. Resource Rights, Governance and Policy Reform Specialist – The individual is responsible for providing technical support to program implementation in one or more of the following technical areas: land tenure and property rights; cadaster implementation; community based natural resources management; policy development and reform; gender; and participatory approaches for information gathering.

1017. Resource Based Conflict Mitigation & Management Specialist – The individual is responsible for providing technical support to program implementation in one or more of the following technical areas: conflict prevention, mitigation or management; disaster risk reduction; peace building; dispute resolution; and institutional capacity building.

1018. Environmental Compliance Specialist – The individual is responsible for providing technical support to program implementation in one or more of the following technical areas: Environmental impact assessment; Regulation 216 compliance; environmental mitigation; environmental engineering; and biological assessments and inventories.

1019. Monitoring and Evaluation Specialist – The individual is responsible for providing technical support in one or more of the following technical areas: developing and implementing monitoring plans, and designing and conducting research, performance evaluations, and impact evaluations to determine programmatic social, economic and environmental impact.

1020. Implementing Sustainable Development Support – The individual is responsible for other technical support needed as required to support implementing sustainable development within the REPLACE technical focus of natural resources management. Technical support may include, but are not limited to, support in applying science and technology in REPLACE task orders; assisting development of innovation, alliances and partnerships; and strengthening local institutions.

b. Minimum Qualifications

In order to perform the statement of work set forth in Section C, the Contractor must provide personnel that meet the minimum education and experience requirements set forth below. For all positions listed in the LOE, the approximate minimum qualifications for mid-level and senior personnel are as follows and correspond to the Unburdened Ceiling Daily Rates.

Level	Academic Degree*	Plus Approximate Years of Relevant Work Experience**
Mid	Ph.D.	4
	JD/ABD	5
	MS/MA/MBBS/BA	6
	Less than Bachelor's	8
Senior	Ph.D.	8
	JD/ABD	10
	MS/MA/MB BS/BA	12
	Less than Bachelor's	15

*Highest degree obtained should be related to work being performed.

**Relevant Work Experience is required for the levels indicated.

C.10 GRANTS UNDER CONTRACT

The Contractor will utilize grants under contract (GUC) mechanisms to support local communities, NGOs, university researchers, and others. The annual implementation activities of the GUCs program must be described in the Annual Work Plan (AWP).

Grants approved at the time of task order award are as follows:

TBD - The description of the final GUC programs will be incorporated from the successful Contractor's technical proposal, pending USAID approval.

C.11 PLANS AND REPORTS

a. Annual Work Plans

Annual Work Plans (AWP) include proposed activities for the given year, time-frame, implementation of activities, an itemized and detailed budget and LOE utilization plan, anticipated constraints and proposed mitigation measures, proposed annual outputs, and proposed progress towards achieving results. The AWP will also describe the annual implementation activities of the PANI GUCs program.

The AWP will be developed once a year by the Contractor and in cooperation with USAID/Nepal and the GON. In addition, as directed by the TOCOR, the Contractor will lead joint planning sessions with a point of contact to be determined post award for both the USFS PAPA (see Attachment 3) and the IWMI PIO (see Attachment 4) to make sure these programs are aligned and not duplicating efforts.

AWPs are subject to approval by the TOCOR. Annual Work Plans must not deviate from TO requirements and contract terms. All activities planned through this process must be in accordance with the TO Statement of Work and consistent with the approved budget for the TO. The Contractor or TOCOR may initiate recommendations for modification to the Annual Work Plan.

The first AWP will cover the period 1 April 2016 to 31 March 2017.

b. Monitoring and Evaluation Plan

In compliance with USAID evaluation policy, rigorous evaluations will be used to improve program and program management, justify assistance resources with empirical evidence and data, ensure accountability, and test the underlying development hypotheses. Contractors must plan to conduct baseline, midline, and end line data collections. The PANI Monitoring and Evaluation (M&E) Plan must guide key program activities, indicators of achievement, and the associated annual and life-of-program targets. This plan must be developed by the Contractor, reviewed, and is subject to the review and subject to approval by the TOCOR. Some of the indicators included in the M&E Plan must align with the theories of change for biodiversity-funded activities agreed upon between USAID/Nepal and the Contractor upon project start-up.

Since USAID/Nepal will also organize independent performance and impact evaluations of PANI, (not funded or managed through this contract) the Contractor is required to coordinate to the fullest extent possible with the external evaluators. Coordination tasks will require but not be limited to synchronization meetings, providing cost data and performance monitoring information, and

adjustment of activity implementation to maintain counterfactual or “control groups,” for the purpose of the impact evaluation.

The PANI M&E Plan must be developed by the Contractor, and are subject to review and approval by the TOCOR. The Contractor must update the M&E Plan with new or adjusted performance information resulting from the revised AWP or other information. Revisions are subject to TOCOR approval. The M&E plan and the deliverables under each task are the primary tools to ensure the activity stays on track and will be essential to activity evaluation and performance management.

PANI activity reporting data will feed into USAID/Nepal’s PMP through use of the AID Tracker reporting system. USAID/Nepal may also organize an independent impact evaluation (not funded or managed through the PANI contract), which may require coordination with external evaluators such as those implementing the USAID Monitoring, Evaluation and Learning (MEL) project.

c. Emergency Preparedness and Response Plan (EPRP) (M.O. No. 304.0.0)

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

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

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

The Contractor is expected to ensure that project training where appropriate and as directed includes appropriate emergency preparedness and disaster risk reduction elements.

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

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1. Primary contacts within the Contractor’s organization and sub-partners. Please note if back up communications (radio, sat phone) are available.

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

1. TOCOR in Kathmandu;
2. Alternate TOCOR
3. Office Director;
4. Office Deputy Director; and
5. TOCO

3. Plans for information and educating staff including plans for drills.
4. Resource List identifying items on-hand and items for purchase which may include items such as solar powered satellite phones with numbers, contents of go-bags and stay-bags, portable generators, essential survival equipment first-aid and other medical resources, etc., and their locations, for example, address of building in VDC, or vehicles identification.
5. Description of post-disaster recovery activities within the manageable interest of the partner which could be undertaken in the case of a natural disaster. The Contractor should not dedicate resources for disaster response beyond preparedness for responding to staff needs. However, partners must be prepared for contingencies including the possibility that USAID may modify activities within the award as a result of a disaster.

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

d. Outreach and Communication Plan

The Outreach and Communication Plan must incorporate innovative learning and knowledge sharing mechanisms, including but not limited to newsletters, success stories, visuals, the Contractor's existing website webpages, blogs, radio programing, 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 the PANI. 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. The Contractor must also address methods for delivering potentially sensitive and political information.

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.

e. Grants Under Contract Manual

The grants manual must comply with USAID requirements. It must cover all aspects of the grants program, including the eligibility criteria for eligible organizations, the process and format for applying for a grant, the criteria for evaluating grants for award, the responsibilities of grant beneficiaries, and the processes and other requirements for managing and reporting on grants. It must outline the process for designing, selecting, and disbursing the grants.

The manual must include, but not be limited to, the following topics/sections:

1. Requirements for proposal submissions, including length, font, budget, budget narrative, capacity statements, past performance, and diversification of funding percentages;
2. Transparent rules and regulations for proposal review and guidelines for formation of the small grant committee;
3. Standardized selection criteria that looks at the capacity of the Applicant Organization to carry out the terms of the proposal, as well as assesses the activities on a merit basis;

4. Monitoring and evaluation plans;
5. Financial and programmatic reporting requirements;
6. All waivers and certifications, as required under U.S. government rules and regulations;
7. Financial management and oversight mechanisms for grant administration;
8. Appropriate deadlines for grant submissions, review, notification, and award of the grant;
9. Guidance for grants to be closed, including final financial and programmatic reports; and
10. Procedures for dealing with a grantee found to be in default of grant provisions.

The GUCs Manual is not subject to USAID approval, but it must comply with the terms and conditions of the appropriate ADS and other applicable regulations.

f. Quarterly and Annual Progress Reports

The Contractor will provide to USAID concise quarterly reports each year (the annual report serves as the fourth quarterly report each year). These will summarize the project highlights, achievements, and major activities; budget information (including amounts obligated, Contractor funds obligated to program and grant activities, and funds disbursed); summary of grant implementation and appraisal; problems encountered and proposed remedial actions. In addition, the Contractor must submit one success story in a one or two page document with high quality images to the TOCOR.

Quarterly Reports **must:**

1. Provide an activity overview.
2. Provide an executive summary that covers key results and achievements during the reporting period as well as major problems encountered and lessons learned.
3. Provide an update on activity implementation that includes an indicator performance tracking table, a detailed progress narrative, and implementation challenges and opportunities.
4. Discuss partnerships, collaboration, and/or knowledge sharing with other USAID activities.
5. Discuss partnerships, collaboration, and/or knowledge sharing with stakeholders including civil society, private sector, GON and other development partners.
6. Discuss cross-cutting issues such as gender and inclusive development.
7. Discuss management and administrative issues, such as constraints and critical issues, personnel changes, proposed adaptations of the activity, and award modifications and amendments (completed and expected).
8. Discuss the results of analytical work, assessments, evaluations, and lessons learned, with a focus on how recommendations are being used to improve program performance.
9. Discuss what the activity has done to advance sustainability and support a proper exit strategy, especially in regard to systems strengthening interventions.
10. Lay out major activities planned for the next quarter.
11. Provide financial information, including pipeline analysis and information on sub-awards. The report will include actual and accrued expenditures for the concluding period and programmed expenditures for the coming two quarters.
12. Discuss communications efforts.
13. Provide additional information in annexes, such as success stories, outreach reports, photos and multimedia, and other relevant documents.
14. Include datasets as applicable.

In addition to the requirements of the Quarterly Report, the Annual Report will also:

1. Describe overall performance against targets and goals during the fiscal year, and why targets and goals were not achieved or why they were exceeded. Discuss problems and challenges and how they may affect out-year planning.
2. Provide a table displaying the indicators the Contractor is responsible for reporting on and the

indicator values for the year, along with prior year values and future year targets. It must also include explanations for any indicator values falling above or below target.

3. Provide illustrative activities to demonstrate whether the overall goals of the activity are being achieved.
4. Identify prospects for achieving longer term impact and datasets where applicable.

g. Quarterly Financial Reports (included as part of Quarterly Reports)

The Contractor must also provide the TOCOR a Quarterly Financial Status Report in a useful format to allow an examination of the cost of carrying out major action plan activities. The reports must be disaggregated by earmark and contract line item and contain, at a minimum:

- a. Total contract budget;
- b. Total funds awarded (obligated) to date by USAID into the Contract;
- c. Total funds previously reported as expended by Contractor;
- d. Total funds expended in the current quarter by the Contractor;
- e. Total funds expended (actual plus estimated accrued) towards the end of the report period;
- f. Total unliquidated obligations;
- g. Unobligated balance of USAID funds;
- h. Estimated expenditures for remainder of year; and
- i. Pipeline analysis.

The Contractor is also required to comply with the following cost data collection and reporting parameters:

- j. The Contractor must use the ingredients method to document the costs of the intervention and clearly document what is included in the cost calculation.
- k. The Contractor must go beyond its own project budget and examine the costs associated with all the ingredients of an activity, including donated resources such as volunteer time, in-kind equipment/infrastructure and services, and any required beneficiary/stakeholder inputs and other unpaid inputs that are often not accounted for in traditional budgets.
- l. A detailed description of the procedures utilized to value ingredients and the sources of cost data must be provided.
- m. Cost data must identify start-up versus recurrent costs and fixed vs. variable costs.
- n. Adjustments for inflation and discounting must be included as applicable.
- o. Currency exchange rates must be documented as applicable.
- p. Costs must be broken down by input and beneficiary as applicable and appropriate.
- q. Costs must be broken down by funding earmark.
- r. Documentation of cost variation across different beneficiary groups or geographic intervention areas as applicable.
- s. Changes in costs over the life of the project must be documented.
- t. All data should be stored in standard MS Office software.

The cost data noted above must be collected on a continual basis by the Contractor to ensure that the full program costs are captured in accordance with the requirements noted above and the schedule in section F.

h. Short-term Consultant Reports, Technical Briefs and Reports, and Special and External Reports

Upon completion of the services of each short-term consultant, the Contractor must submit a report to the TOCOR summarizing the activities, accomplishments and recommendations of the consultant. The Contractor must provide copies of all technical reports and datasets including analyses, policy recommendations, comparative studies, etc. to the TOCOR as these are developed and in accordance with agreed-upon delivery dates.

i. Ad Hoc Reports and Communications

The Contractor must fulfill all requests from the TOCOR regarding agency, congressional, or presidential inquiries. As applicable, any special reporting requirements will be communicated to the Contractor by the TOCOR.

Ad hoc reports and communications include, but are not necessarily limited to, the following:

- a. Weekly Bullets: The Contractor will provide brief weekly bullets on program activities that provide highlights of major events. The update will identify, but not be limited to, current and upcoming consultations/visitors, key activities and events of the previous week, and upcoming activities and events;
- b. Communications: As requested, the contractor will create activity presentations and assist USAID/Nepal in preparing for high-level visitors, including the preparation of briefing materials, strategic planning of site visits, and media participation; and
- c. Miscellaneous: Upon request by the TOCOR, the Contractor will submit any cost data, work plans, schedules, success stories, summary accounts of notable activities, and progress or results reports requested which are relevant to approval, design, implementation, and monitoring of results to satisfy Agency reporting requirements.

j. Final Progress Report

The final progress report must cover the entire period of the award and include the cumulative results achieved, an assessment of the impact of the program, lessons learned and recommendations, notable impacts, success stories, and detailed financial and cost analysis/information. It must be grounded in evidence and data.

k. Final Summary Report for Public Distribution

This final summary report should largely mirror the Final Progress Report, but must eliminate sensitive or proprietary information. The final summary report must cover the entire period of the award and include the cumulative results achieved, an assessment of the impact of the program, lessons learned and recommendations, notable impacts, success stories and financial and cost analysis/information. It must be grounded in evidence and data. A copy of the final results must be filed with the Development Experience Clearinghouse at: <http://dec.usaid.gov>.

l. Closeout Plan

The contractor must develop and submit a closeout plan to the TOCOR and TOCO for approval (administration, information, finance, procurement and management) that will include, but will not be limited to the following:

- a. Dates for final delivery of all goods and services for subcontracts;
- b. A property disposition plan for the contractor and subcontractor(s) in accordance with TO requirements, which must be approved by the TOCO;
- c. Review of contract files for audit purposes and final billing to USAID;
- d. A schedule to address office leases, bank accounts, utilities, cell phones, personnel notification, outstanding travel and social payments, household shipments, vehicle; phone subscriptions, etc;
- e. Receipt of all final invoices and contract performance reports;
- f. Report on the estimated amount of funds not required for the completion of the TO; and
- g. Report on compliance with all local labor laws, tax clearances, and other appropriate compliance matters.

[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 program construction sites and other program 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 program construction sites and other program 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 program site is located.

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

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

D.2 BRANDING POLICY

The Contractor must comply with the requirements of the policy directives and required procedures outlined in USAID Automated Directive System (ADS) 320.3.2 “Branding and Marking in USAID Direct Contracting” (version from January 8, 2007) at <http://www.usaid.gov/policy/ads/300/320.pdf>; and USAID "Graphic Standards Manual" available at www.usaid.gov/branding, or any successor branding policy.

As per 320.3.2 Branding and Marking in USAID Direct Contracts, USAID policy is to require exclusive branding and marking in USAID direct acquisitions. “Exclusive Branding” means that the program is positioned as USAID’s, as showcased by the program name (e.g., “USAID’s PANI Project”). “Exclusive Marking” means Contractors may only mark USAID-funded programs, programs, activities, public communications, and commodities with the USAID Standard Graphic Identity and, where applicable, the host-country government or ministry symbol or another U.S. Government logo.

It is USAID’s policy that Contractors’ and Subcontractors’ corporate identities or logos must not be used on USAID-funded program materials.

D.3 BRANDING AND MARKING STRATEGY

The proposed activity will be named: “USAID’s PANI Project,” and will be cobranded with the GON WECS. The purpose of co-branding with the GON is to ensure host-country ownership and future sustainability of the program.

The Contractor’s branding and marking plan, submitted on TBD, is hereby incorporated into the TO. The plan must be in accordance with ADS 320.3.2.

Anticipated elements of marking plan: Deliverables to be marked, include products, equipment and inputs delivered; places where program activities are carried out; external public communications, studies, reports, publications and informative and promotional products; and workshops, conferences, fairs, media related activities and any such events. The Branding and Marking Plan should take into

consideration how different instructional materials can be marked with the USAID Identity and host-country government's logo, so as not to resemble USAID reporting products.

Publications authored by Contractors or other non-USAID employees must include the following disclaimer on the title page: "The author's views expressed in this publication do not necessarily reflect the views of the United States Agency for International Development or the United States Government."

Threats and restrictions to the security of the program need to be identified and assessed in order to request any necessary exception from the marking requirement in accordance with ADS 320.3.2.

USAID's web page contains the electronic version of the Graphic Standards Manual that is compulsory for all Contractors. Marking under this TO must comply with the "USAID Graphics Standards Manual" available at <http://www.usaid.gov/branding/acquisition.html> or any successor branding policy.

[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.

<u>NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
52.246-3	INSPECTION OF SUPPLIES—COST REIMBURSEMENT	MAY 2001
52.246-5	INSPECTION OF SERVICES—COST REIMBURSEMENT	APR 1984

E.2 INSPECTION AND ACCEPTANCE

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

[This will be completed at time of award of task order(s).]

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

A TOCO must designate a COR for a specific Task Order. The Task Order COR (TOCOR) must inspect and accept all services, reports and required deliverables or outputs if specified in the task orders.

[END OF SECTION E]

SECTION F – DELIVERIES AND 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 at <http://www.acquisition.gov> for the full text of the clause.

<u>NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
52.242-15	STOP WORK ORDER – ALTERNATE 1	AUG 1989
52.242-17	GOVERNMENT DELAY OF WORK	APR 1984
52.247-34	F.O.B. DESTINATION	NOV1991
52.247-48	F.O.B. DESTINATION – EVIDENCE OF SHIPMENT	FEB 1999
52.247-55	F.O.B. POINT FOR DELIVERY OF GOVERNMENT FUNISHED PROPERTY	JUNE 2003

F.2 PERIOD OF PERFORMANCE

The period of performance of this TO is five (5) years from the effective date of award (TBD but anticipated in Jan/Feb 2016) or until the end date of the REPLACE IDIQ period of performance (16 December 2020), whichever is sooner.

F.3 PLACE OF PERFORMANCE

The place of performance under this TO is Nepal, as specified in the Statement of Work.

F.4 Offices

The Contractor will set up two main offices to implement PANI: a head office in Kathmandu and a field office in Western Nepal in Nepalgunj. The location of the two offices – Kathmandu and Nepalgunj – is fixed. The Kathmandu office is essential for effective communication between the Contractor and the TOCOR. Nepalgunj has been selected as the site for the main field office so as to maximize interaction and synergy with the other USAID offices in the project area. Contractors may propose additional field offices in the target landscape if needed.

F.5 PERFORMANCE STANDARDS

Evaluation of the contractor's performance will be conducted for each TO and will be conducted jointly by the TOCOR and the TOCO, and will form the basis of the Contractor's permanent performance record with regard to this Contract as required in FAR Part 42.15 and AIDAR 742.15.

F.6 REPORTS AND DELIVERABLES

In addition to the reporting requirements of the IDIQ, the Contractor will submit reports/deliverables in accordance with the reporting schedule described below. Descriptions can be found in Section C.11.

#	Reports	Citation	Due Date	Distribution
1	Annual Work Plans	C.11a	First AWP due within 60 calendar days of the	Electronically to TOCO and TOCOR

#	Reports	Citation	Due Date	Distribution
			contract award date	
2	Monitoring and Evaluation Plan	C.11b	Within 60 calendar days of the contract effective date	Electronically to TOCO and TOCOR
3	Emergency Preparedness and Response Plan	C.11c	Within 60 calendar days after contract effective date	Electronically to TOCOR
4	Communication and Outreach Plan	C.11d	Within 60 calendar days after contract effective date	Electronically to TOCOR
5	Grants under Contracts Manual	C.11e	Within 90 calendar days after contract effective date	Electronically to TOCOR
6	Quarterly Progress and Financial Reports, including datasets	C.11f,g	No later than 30 days after the end of each quarter based on the fiscal year.	Reports: Electronically to TOCOR Data: Electronically to Development Data Library
7	Annual Progress Report including datasets	C.11f,g	No later than 30 days after the end of the project year.	Reports: Electronically to TOCOR Data: Electronically to Development Data Library
8	Short-term consultant reports, technical briefs and reports, special and external reports, including datasets	C.11h	Based on deadlines established and agreed in writing with TOCOR.	Reports: Electronically to TOCOR; Electronically to Development Clearinghouse (http://dec.usaid.gov) Data: Electronically to Development Data Library
9	Ad Hoc Reports and Communications, including datasets	C.11i	Bi-weekly updates at the end of every two weeks. Others based on deadlines established and agreed in writing with TOCOR.	Reports and Communications: Electronically to TOCOR Data: Electronically to Development Data Library
10	Final Progress Report, including datasets	C.11j	A draft Final Progress Report will be submitted 45 days prior to the performance end date. Final copy due 15 days after receiving USAID's comments.	Electronically to TOCOR Data: Electronically to Development Data Library

#	Reports	Citation	Due Date	Distribution
11	Final Summary Report for Public Distribution, including datasets	C.11k	A draft Final Summary Report will be submitted 30 days prior to the performance end date, and a final copy due 45 days after the end date.	Report: Electronically to TOCOR; Electronically to Development Clearinghouse (http://dec.usaid.gov) Data: Electronically to Development Data Library
12	Close-Out Plan	C.111	No later than 180 calendar days prior to the performance end date; approval by TOCOR no later than 150 calendar days prior to the contract completion date.	Electronically to TOCO, TOCOR

F.7 WORKDAYS ORDERED

(a) Implementation must be over a period of approximately 60 months. The Contractor must devote 23,400 workdays (inclusive of leave) as Level of Effort (LOE) of direct employee, consultant, or subcontractor labor for the period specified in the clause, Period of Performance, above. This LOE includes long-term (LTTA) technical staff and Key Personnel as well as STTA as described in the chart below. It does not include junior level technical staff or program/support (e.g. project coordinators, finance, grants management, administration, human resources, procurement, logistics, monitoring and evaluation, IT, *et al*) staff of any level.

(b) The LOE for any labor category may be used in any other labor category, subject to the prior written approval or written direction of the TOCOR where there is no effect on total LOE (workdays) and no increase in the total estimated cost of the contract. No reallocation of LOE authorizes the Contractor to exceed the obligated amount in the contract. The Contractor must manage the allocation of labor to ensure the obligated amount and total estimated cost are not exceeded and maintain approval documentation. Reallocation of LOE that may result in an increase in the total estimated cost of the contract or that reduces the total LOE (workdays) requires prior written approval of the TOCO.

(c) Following is the technical Level of Effort by labor categories:

LEVEL OF EFFORT SCHEDULE

LTTA		
Role by Labor Category	Level	TOTAL
1001 - Project Manager		1,300
KEY: Deputy Chief of Party	Senior	1,300
1007 - Biodiversity Conservation Specialist		3,900
KEY: COP or Chief Technical Specialist - please specify	Senior	1,300
	Mid	2,600
1009 - Climate Change Mitigation and Adaptation Specialist		3,900
KEY: COP or Chief Technical Specialist - please specify	Senior	1,300
	Mid	2,600
1011 - Ecosystem Services Specialist		3,900
	Senior	1,300
	Mid	2,600
1016 - Resource Rights, Governance, and Policy Reform Specialist		3,900
	Senior	1,300
	Mid	2,600
1017 - Resource Base Conflict Mitigation Management Specialist		1,300
	Mid	1,300
1020 - Implementing Sustainable Development Support		1,300
KEY: Communications Specialist	Senior	
		19,500
STTA		
Role by Labor Category	Level	TOTAL
TBD	TBD	
		3,900
Total Technical LTTA LOE and STTA LOE		23,400

F.8 KEY PERSONNEL

(a) The Contractor must furnish Key Personnel as stated in the TO. All Key Personnel must be fully mobilized and in place in Kathmandu within 60 days after the effective date of the TO.

(b) The key personnel specified in the task order are considered to be essential to the work being performed thereunder. Prior to replacing any of the specified individuals, the Contractor must immediately notify both the TOCO and TOCOR reasonably in advance and must submit written justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the program. No replacement of key personnel must be made by the Contractor without the written consent of the TOCO.

F.9 AUTHORIZED WORK DAY/WEEK

The Contractor's normal work week is 40 hours per week. No overtime or premium pay is authorized under the TO. Short term consultants are authorized up to a six-day workweek in the field with no premium pay.

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

Contract Reports and Information/Intellectual Products

(1) Within thirty (30) calendar days of obtaining the TOCOR'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 TOCOR, the publication or issuance date of the

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

[END OF 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 Task order must be submitted to the Paying Office indicated in the schedule of this Task order. The COR is the authorized representative of the Government to approve vouchers under this Task order. 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 Task order 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 Task order and are correct: the sum claimed under this Task order is proper and due, and all the costs of Task order 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 Task order; 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 Task order.

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 Task order. 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 Task order.

(c) Upon compliance by the Contractor with all the provisions of this Task order, 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 Task order.

(d) The Contractor agrees that all approvals of the Mission Director and the Contracting Officer which are required by the provisions of this Task order 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 Task order entitled "Audit and Records--Negotiation".

G.2 ADMINISTRATIVE CONTRACTING OFFICE

The Administrative Contracting Office is:

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

The Contracting Officer of this TO is:

Shirley L. Baldwin
Contracting Officer
USAID/Nepal
Email: shbaldwin@usaid.gov

G.3 PAYING OFFICE

The paying office for this TO is TBD, to be disclosed in the TO.

G.4 CONTRACTING OFFICER'S REPRESENTATIVE (COR or TOCOR)

The Contracting Officer's Representative (COR) and Alternate COR are as follows:

TBD
TBD

The COR designation letter will be provided to the Contractor identifying the delegated duties of the TOCOR and Alternate TOCOR.

The Contractor will be informed of any changes in delegation by the Contracting Officer.

The TOCOR and Alternate TOCOR are located at:

Social, Environmental, and Economic Development (SEED)
USAID/Nepal
GPO Box No. 295
U.S. Embassy, Maharajgunj
Kathmandu, Nepal

G.5 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 Task order:

- (1) Assure that the Contractor performs the technical requirements of the Task order in accordance with the Task order 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 Task order (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 Task order schedule, funds, scope or rate of utilization of Level of Effort (LOE). All Task Order 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 Task order 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) Task Order Problems - Task Order Problems, of any nature, that may arise during the life of the Task order 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 Task ordering 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 Task order scope and interpreting Task order terms and conditions. The Contracting Officer is the sole authority authorized to approve changes in any of the requirements under this Task order. Notwithstanding any clause contained elsewhere in this Task order, 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 Task order 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 Task ordering 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, shbaldwin@usaid.gov

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

G.6 ACCOUNTING AND APPROPRIATION DATA

THIS IS TO BE COMPLETED PRIOR TO AWARD AND DURING THE PERIOD OF PERFORMANCE.

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

H.2 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.3 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.4 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
 Phone: (415)-486-7516
 Fax: (415)-486-7059
 Angela Falcone (Secondary Contact)
 E-mail: Angela.Falcone@aon.com
 Phone: (415)-486-7000

AON Risk Insurance Services East, Inc.

1120 20th St., N.W., Suite 600
 Washington D.C.
 Ellen Rowan (Primary Contact)
 E-mail: Ellen.Rowan@aon.com
 Phone: (202)-862-5306
 Fax: (202)-429-8530
 Chris Thompson (Secondary Contact)
 E-mail: 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 must insert a clause similar to this clause in all Subcontracts.

H.5 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 —individually) 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.6 LANGUAGE REQUIREMENTS

Contractor, sub-contractor personnel and/or consultants have English language proficiency to perform/provide required technical services as required in the TO.

H.7 SUBCONTRACTING CONSENT

Consent to subcontract to the organizations proposed as part of the Contractor's project team is granted as per below. The Contractor must seek consent from the Contracting Officer in accordance with FAR 52.244-2 "Subcontracts" to subcontract for all other subcontractors not awarded at the time of award.

Subcontracts for which consent is hereby provided include the following:

TBD

Subcontractor salaries which comprise the LOE are subject to Contracting Officer's approval in accordance with Section H.12.

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

H.8 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.

H.9 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.10 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 Losotho 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
USAID/Nepal
PO 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.11 AIDAR 752.7007, PERSONNEL COMPENSATION (JUL 2007)

(a) Direct compensation of the Contractor's personnel will be in accordance with the rates indicated in Section B. Contractor's established policies, procedures, and practices, and the cost principles applicable to this contract (See Section H.12).

(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.12 ADDITIONAL REQUIREMENTS FOR PERSONNEL COMPENSATION

A. All LTTA and STTA listed in Section F.7 are subject to technical and daily rate approvals. For these categories of labor, the Contractor is required to adhere to the following technical and salary approvals processing:

Prior to hire, the Contractor must submit completed/signed biodata sheets (Form 1420-17) indicating the position title and other information for technical approval by the COR. Increases greater than 5% over salary history are subject to daily rate approval by the Contracting Officer. In no event may a daily rate exceed the daily rates for the LTTA position stated in Section B without Contracting Officer approval. In no event may a daily rate exceed the IDIQ daily rate ceiling for a comparable position. Proposed daily rates must be supported by salary history for comparable work and other justifications as appropriate.

B. The Contractor must adhere to the following parameters for all STTA staff and staff not listed in the LOE chart:

(1) Limitation on compensation of all employees and consultants including employees and consultants employed under subcontracts:

- (a) Salaries and wages must not exceed the Contractor's established policy and practice, including the Contractor's established pay scale for equivalent classifications of employees, which must be certified to by the Contractor.
- (b) For local and third-country nationals, proposed salaries for positions comparable to the LCP that exceed the Local Compensation Plan require Mission Director approval.
- (c) Annual Salary Increases: One annual salary increase (includes promotional increase) may be granted after the employee's completion of each twelve month period of satisfactory services performed under the Contract. Annual salary increases greater than 3% percent for expats and 2.1% within grade percent for local employees and third country nationals are subject to advance written approval by the Contracting Officer. Annual salary increases of any kind must not result in a salary in excess of the limitation set forth as the Agency's Contractor Salary Threshold (CST). For local and third-country nationals, the limit is the top of the range for the respective grade in the Local Compensation Plan.
- (d) Salaries During Travel: Salaries and wages paid while in travel status will not be reimbursed for a travel period greater than the time required for travel by the most direct and expeditious air route.
- (e) Return of Overseas Employees: Salaries and wages paid to an employee serving overseas who is discharged by the Contractor for misconduct, inexcusable nonperformance, or security reasons will in no event be reimbursed for a period which extends beyond the

time required to return him promptly to his point of origin by the most direct and expeditious air route.

(2) Limitations on Employment of third country nationals (TCNs) and cooperating country nationals (CCNs) apply to Prime Contract and Subcontracts.

- (a) General. It is USAID policy (AIDAR 722.170) that cooperating country nationals (CCNs) and third country nationals (TCNs), who are hired abroad for work in a cooperating country under USAID-direct contracts, generally be extended the same benefits, and be subject to the same restrictions as TCNs and CCNs employed as direct hires by the USAID Mission. Exceptions to this policy may be granted either by the Mission Director or the Assistant Administrator having program responsibility for the project.
- (b) Compensation. Compensation, including merit or promotion increases paid to TCNs and CCNs may not, without the approval of the Mission Director or the Assistant Administrator having program responsibility for the project, exceed the prevailing compensation paid to personnel performing comparable work in the cooperating country as determined by the USAID Mission as adopted in the Local [Employee] Compensation Plan (LCP). See additional restrictions in Paragraphs 1)(a) and (c) of this section. Unless otherwise authorized by the Mission Director or the Assistant Administrator having program responsibility for the project, the compensation of such TCN and CCN employees must be paid in the currency of the cooperating country.
- (c) Allowances and differentials. TCN's and CCN's, hired abroad for work in a cooperating country, are not eligible for allowances or differentials under USAID-direct contracts, unless authorized by the Mission Director or the Assistant Administrator having program responsibility for the project.
- (d) Country and security clearances. The Contractor insure that the necessary clearances, including security clearances, if required, have been obtained for TCN and CCN employees in accordance with any such requirements set forth in the contract or required by the USAID Mission, prior to the TCN or CCN starting work under the contract.
- (e) Physical fitness. Contractors are required to insure that prospective TCN and CCN employees are examined prior to employment to determine whether the prospective employee meets the minimum physical requirements of the position and is free from any contagious disease.
- (f) Workweek, holidays, and leave. The workweek, holidays, and leave for TCN and CCN employees must be the same as for all other employees of the contractor consistent with USG Mission Holidays and other terms of the contract including the LCP; however, TCN and CCN employees are not eligible for home leave, R&R, or military leave unless authorized by the Mission Director or the Assistant Administrator having program responsibility for the project.

As used herein, the terms "salaries," "wages," and "compensation" mean the periodic remuneration received for professional or technical services rendered, exclusive of any of the differentials or allowances defined in the clause of this contract entitled "Differentials and Allowances" (AIDAR 752.7028), unless otherwise stated. The term "compensation" includes payments for personal services (including fees and honoraria). It excludes earnings from sources other than the individual's professional or technical work, overhead, or other charges."

H.13 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.14 HOST COUNTRY SALARY SUPPLEMENT [ADS 302.3.3 (d) (2) (viii) & (AIDAR 752.231-71 and AIDAR 731.205-71)]

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

(a) Salary supplements are payments made that augment an employee's base salary or premiums, overtime, extra payments, incentive payment and allowances for which the Host Government (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.15 USAID DISABILITY POLICY -ACQUISITION (ADS 302.3.5.14 (a)) (DECEMBER 2004)

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.

(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.16 ENVIRONMENTAL COMPLIANCE

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. Offeror's environmental compliance obligations under these regulations and procedures are specified in the following paragraphs of this RFTOP. 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 must govern.

No activity funded under the 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.”)

As part of its initial Work Plan, and all Annual Work Plans thereafter, the contractor, in collaboration with the USAID Contracting Officer’s Representative and Mission Environmental Officer or Bureau Environmental Officer, as appropriate, must review all ongoing and planned activities under the contract to determine if they are within the scope of the approved Regulation 216 environmental documentation.

If the contractor plans any new activities outside the scope of the approved Regulation 216 environmental documentation, it must prepare an amendment to the documentation for USAID review and approval. No such new activities must be undertaken prior to receiving written USAID approval of environmental documentation amendments.

Any ongoing activities found to be outside the scope of the approved Regulation 216 environmental documentation must be halted until an amendment to the documentation is submitted and written approval is received from USAID.

H.17 PARTICIPANT TRAINING AND EXCHANGE VISITORS (MISSION ORDER (M.O.) No. 253.1)

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

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

Application of ADS 252 and ADS 253

The Contractor will conform and adhere to USAID’s Automated Directives System (ADS) 252 - Visa Compliance for Exchange Visitors, 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 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 Contractor must also keep complete documentation of all the requirements of ADS 253.3.4, 253.3.5 and 253.3.7.

Any sub-contractor under this award must also adhere to ADS 252 and 253.

Information on ADS 252 and 253 are available at:

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

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

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

H.18 PER DIEM, TRAINING AND TRANSPORTATION RATES FOR GOVERNMENT OF NEPAL (GON) TRAINEES

[THIS SECTION RESERVED]

H.19 NONDISCRIMINATION (JUN 2012) (ADS 302.3.5.9)

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.20 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.21 GENDER CONSIDERATION

To the greatest extent possible, the Contractor must 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 must 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.22 MANAGEMENT OF INFORMATION TECHNOLOGY RESOURCES

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

Information Technology

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

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

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

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

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

4. As part of the Property Disposition Plan, the Contractor 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 must provide a final report to the COR and Contracting Officer on the final disposition of all IT resources.

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

H.23 USAID IMPLEMENTATION OF SECTION 508 OF THE REHABILITATION ACT OF 1973 AND FEDERAL ACQUISITION CIRCULAR (FAC) 97-27 "ELECTRONIC AND INFORMATION TECHNOLOGY ACCESSIBILITY

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

H.24 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.25 PRESS RELEASES, PUBLIC NOTICES AND MEDIA CONTACTS

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

H.26 GOVERNMENT PROPERTY AND NONEXPENDABLE PROPERTY PURCHASES

With respect to nonexpendable equipment purchased by the Contractor hereunder, the contractor must comply with all requirements of the clauses of this contract entitled "Government Property (Cost Reimbursement, Time-and-Material, or Labor-Hour Contracts (FAR 52.245-1) —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.27 EMERGENCY PREPAREDNESS AND RESPONSE PLAN (EPRP) (M.O. No. 304.0.0):

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

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

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

The Implementer is expected to ensure that project training where appropriate and as directed includes appropriate emergency preparedness and disaster risk reduction elements.

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

Table of Contents

1. Primary contacts within the Implementer's organization and sub-partners. Please note if back up communications (radio, sat phone) are available.
2. Primary contacts within USAID/Nepal (in the event of a mega disaster, USAID wants to maximize the possibility of awardees being able to contact USAID)
 - Agreement/Contract Officer's Representative (A/COR) in Kathmandu;
 - Alternate A/COR;
 - Office Director;
 - Office Deputy Director; and
 - Contracting Officer (CO)/Agreement Officer (AO).
3. Plans for information and educating staff including plans for drills.
4. Resource List identifying items on-hand and items for purchase which may include items such as solar-powered satellite phones with numbers, contents of go-bags and stay-bags, portable generators, essential survival equipment first-aid and other medical resources, etc., and their locations, for example, address of building in VDC, or vehicles identification.
5. Description of post-disaster recovery activities within the manageable interest of the partner which could be undertaken in the case of a natural disaster. The Implementers should not dedicate resources for disaster response beyond preparedness for responding to staff needs. However, partners should be prepared for contingencies including the possibility that USAID may modify activities within the award as a result of a disaster.

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

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

H.28 VOLUNTARY POPULATION PLANNING ACTIVITIES (JUNE 2008) (AAPD 08-01)

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

(b) *Prohibition on Abortion-Related Activities*

(1) No funds made available under this contract will be used to finance, support, or be attributed to the following activities: (i) procurement or distribution of equipment intended to be used for the purpose

of inducing abortions as a method of family planning; (ii) special fees or incentives to any person to coerce or motivate them to have abortions; (iii) payments to persons to perform abortions or to solicit persons to undergo abortions; (iv) information, education, training, or communication programs that seek to promote abortion as a method of family planning; and (v) lobbying for or against abortion. The term “motivate”, as it relates to family planning assistance, must not be construed to prohibit the provision, consistent with local law, of information or counseling about all pregnancy options.

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

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

H.29 GEOGRAPHIC INFORMATION SYSTEMS (GIS)

Results in GIS Format

During project implementation, the implementer should provide USAID with geo-coded data sets for the following:

1. Baseline (if data is collected by implementer and not by a third party)
2. Indicators
3. Beneficiaries
4. Infrastructure (if applicable as a project output)
5. Activities
6. Resources (if possible)

The implementer must geo-code the above categories of data for geo-enabled performance management reporting using Village Development Committee (VDC) as the primary spatial unit. This data should be provided to USAID every reporting period. At the end of the project, the implementer must provide all the accumulated data from the reporting periods using a reporting template provided by USAID. This data collection should be reflected in the project’s monitoring and evaluation plan.

Methods of Data Representation

1. Baseline

If baseline data are collected by the implementer (rather than by a third party contracted by USAID), then the implementer should provide USAID with numeric baseline data, geo-coded at the VDC level. This will allow for comparison of pre- and post-intervention situations.

2. Indicators (Results/Outcomes)

For all indicators on the project monitoring and evaluation plan that are reported in numeric form, the implementer should record their source VDCs and organize the data to show targets and actual results by VDC.

3. Beneficiaries

The implementer must provide data on the number of beneficiaries in each VDC where the project is implemented. If the project has captured beneficiary data using household locations, then the geographic coordinates of the households must be made available. In such cases, beneficiary age, gender, ethnic affiliation, education, and occupation should be captured. If the beneficiaries (either as grantees or end beneficiaries) are institutions or user groups, the location coordinates of their worksites and administrative units should be reported. *USAID recognizes the responsibility to protect the identity of the individuals; therefore, utmost care must be exercised by the implementer to manage geo-coded household and personal data. The implementers must establish and follow data security practices and honor the privacy of individuals.*

4. Infrastructure

If the project supports the construction, renovation or retrofitting of infrastructure to meet its objectives, the implementer must collect and provide the coordinate (latitude and longitude) data using Global Navigation Satellite Systems (GNSS) tools such as Global Positioning System (GPS).

1. Activities

The implementer must provide geographic coordinates of every activity carried out to achieve project results. The data sets include at least names of activities, their location (VDC, ward, settlement and coordinates, start and end dates, and partners involved, and the costs (see below # 6). The implementer must collect geographic coordinates for all geographically dispersed activities.

2. Resources

Where possible and as agreed upon with USAID, the implementer must provide the cost breakdown for the project results for each VDC. Institutions with which the project worked and grants they received must be included in the data.

GIS and Data Policy

Data: If the Implementer creates, collects, purchases, or acquires any data, spatial or non-spatial, that supports the aim of the project but is not specifically included in part one (1.), with the funds from the 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); (Free tools are available to create this metadata at the following link: <http://www.fgdc.gov/metadata/geospatial-metadata-tools>)
- Deliver to USAID digital copies of spatial data with accompanying metadata;
- Provide USAID all processed, intermediate and raw data;
- Make spatial data available to the public at the cost of reproduction and
- Be prepared and upload data to a web-based data repository that has ability to search and discover in case such directives and systems are provided by USAID/Nepal and or Geo-Center/Washington.

Software: If the implementer develops software such as applications/apps (GIS, other software) to process project-related data, the implementer must provide such software, documentation of the software, and copy and source code of the software to USAID/Nepal. If the implementer develops an online repository of project-related information, then it is mandatory for the implementer to provide USAID/Nepal full access to this information, including the right to extract data. If the implementer buys software with significant resources, a mechanism must be worked out with USAID with regards to its use after the project closes out.

Geo-spatial data described above is guided and regulated by the following USG regulations, circulars and executive orders (dates of most recent versions are included where available):

1. Executive Order 12906 - Coordinating Geographic Data Acquisition and Access: The National Spatial Data Infrastructure" (April 13, 1994) - Signed by the President of United States for sharing and coordinating the production and use of geospatial data;
2. OMB Circular A-16 Revised (August 19, 2002) – An elaboration on EO 12906 for Coordination of Geographic Information and Related Spatial Data Activities;
3. OMB Circular A-130 Revised - Management of Federal Information Resources
4. USAID's Automated Directives System (ADS) 507 (August 24, 2012) – Freedom of Information Act;
5. USAID's ADS 551 - Data Administration;
6. USAID's ADS 557 (August 5, 2011) - Public Information;

7. ADS Chapter 201 (March 23, 2012) – Planning;
8. ADS Chapter 202 (January 25, 2012) – Achieving; and
9. ADS Chapter 203 (February 12, 2012) – Assessing and Learning

H.30 ELECTRONIC PAYMENTS SYSTEM (PEB No. 2014-16)

1. Definitions:

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

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

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

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

a. Cash payments made while establishing electronic payment systems, provided that this exception is not used for more than six months from the effective date of this award.

b. Cash payments made to payees where the contractor does not expect to make payments to the same payee on a regular, recurring basis, and payment through an electronic payment system is not reasonably available.

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

d. The contractor has received a specific written exception from the Contracting Officer that a specific payment or all cash payments are authorized, based on the contractor’s written justification, which provides a basis and cost analysis for the requested exception.

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

H.31 USAID IMPLEMENTING PARTNER NOTICES (IPN) PORTAL FOR ACQUISITION (JULY 2014) (ADS 302.3.5.21)

a) Definitions

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

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

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

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

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

c) Procedure to register for notifications. Go to: <https://sites.google.com/site/usaidipnforacquisitions/> and click the “Register” button at the top of the page. Contractor representatives must use their official organization email address when subscribing, not personal email addresses.

d) Processing of IPN Portal Modifications

The contractor may access the IPN Portal at any time to review all IPN Portal modifications; however, the system will also notify the contractor by email when the USAID IPN Portal Administrator posts a universal bilateral modification for contractor review and signature. Proposed IPN Portal modifications distributed via the IPN Portal are applicable to all awards, unless otherwise noted in the proposed modification.

Within 15 calendar days from receipt of the notification email from the IPN Portal, the contractor must do one of the following:

- (1) (a) verify applicability of the proposed modification for their award(s) per the instructions provided with each modification; (b) download the modification and incorporate the following information on the SF30 form: contract number, organization name, and organization mailing address as it appears in the basic award; (c) sign the hardcopy version; and (d) send the signed modification (by email or hardcopy) to the CO for signature. The contractor must not incorporate any other changes to the IPN Portal modification. Bilateral modifications provided through the IPN Portal are not effective until the both the contractor and the CO sign the modification;
- (2) Notify the Contracting Officer in writing if the modification requires negotiation of additional changes to terms and conditions of the contract; or
- (3) Notify the Contracting Officer that the contractor declines to sign the modification.

Within 30 calendar days of receipt of a signed modification from the contractor, the CO must provide the fully executed modification to the contractor or initiate discussions with the contractor.

**H.32 SUBMISSION OF DATASETS TO THE DEVELOPMENT DATA LIBRARY (DDL)
(OCTOBER 2014) (ADS 302.3.5.22)**

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

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

to the contractor's information that is incidental to award administration, such as financial, administrative, cost or pricing, or management information. Datasets submitted to the DDL will generally be those generated with USAID resources and created in support of Intellectual Work that is uploaded to the Development Experience Clearinghouse (DEC) (see AIDAR 752.7005 "Submission Requirements for Development Experience Documents").

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

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

(1) The Contractor must submit to the Development Data Library (DDL), at www.usaid.gov/data, in a machine-readable, non-proprietary format, a copy of any Dataset created or obtained in performance of this award, including Datasets produced by a subcontractor at any tier. The submission must include supporting documentation describing the Dataset, such as code books, data dictionaries, data gathering tools, notes on data quality, and explanations of redactions.

(2) Unless otherwise directed by the Contracting Officer (CO) or the Contracting Officer Representative (COR), the contractor must submit the Dataset and supporting documentation within thirty (30) calendar days after the Dataset is first used to produce an Intellectual Work or is of sufficient quality to produce an Intellectual Work. Within thirty (30) calendar days after award completion, the contractor must submit to the DDL any Datasets and supporting documentation that have not previously been submitted to the DDL, along with an index of all Datasets and Intellectual Work created or obtained under the award. The contractor must also provide to the COR an itemized list of any and all DDL submissions.

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

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

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

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

H.33 GRANTS UNDER CONTRACT

The use of "Grants under Contracts" for PANI was approved on July 20, 2015. The Contractor is required to develop and execute a grants program on behalf of USAID/Nepal as detailed in Section C of this RFTOP in the TO and in accordance with the requirements for grants under contracts as

provided in ADS 302. The Contractor must apply at a minimum all of the following requirements to the grants program and all grants awarded by the Contractor under the TO:

- i. The Contractor is authorized to develop a grants program and execute grants, not cooperative agreements, on behalf of USAID/Nepal to non-governmental organizations (non-profits or for-profits).
- ii. In accordance with ADS 302, the total value of any individual grant to a U.S. organization, if any, must not exceed \$100,000. This limitation does not apply to grant awards to non-U.S. organizations.
- iii. The Contractor must ensure that the COR is significantly involved in establishing the selection criteria.
- iv. The selection of all grants recipients is subject to the Contracting Officer's written approval. If grant recipient approval authority is delegated by the Contracting Officer, the CO will make this delegation in writing.
- v. To all grants signed by the Contractor, the Contractor must follow and apply all Agency requirements which apply to the award and administration of all USAID-executed grants. The range of requirements must include, but is not limited to, all requirements of USAID's Automated Directives System 302 and 303, as amended, all applicable regulatory, policy or procedural changes disseminated through Acquisition & Assistance Policy Directives or any similar notice available on the Agency's website.
- vi. The Contractor must include award language that notifies the grantee that USAID/Nepal retains the right to terminate the grant activity (activities) unilaterally in extraordinary circumstances.
- vii. Each grant awarded by the Contractor on behalf of USAID/Nepal under the forthcoming TO must be in the following form: (1) a grant letter; (2) a Schedule; (3) a Program Description to be developed by the grantee and the Contractor; and (4) (i) the mandatory standard provisions and (ii) any applicable required-as-applicable standard provisions. The Contractor may also use a Fixed Obligation Grant format when appropriate as described in ADS 303.
- viii. The Contractor must ensure that the grantee does not appear on the "List of Parties Excluded from Federal Procurement and Non-Procurement Programs" and is not otherwise restricted from receiving USG funding.
- ix. The Contractor must acquire a signed Certification Regarding Terrorist Financing from the proposed grantee and the Contractor must confirm that the proposed grantee: (i) does not appear on the master list of Specially Designated Nationals and Blocked Persons, which list is maintained by the U.S. Treasury's Office of Foreign Assets Control (OFAC) and is available online at OFAC's website: http://www.treas.gov/offices/eotffc/ofac/sdn/t_II_sdn.pdf and (ii) is not included in any supplementary information concerning prohibited individuals or entities that may be provided by USAID/Nepal to the Contractor.
- x. The Contractor must consider all information about the proposed grantee of which it is aware and all public information that is reasonably available to it or of which it should be aware prior to recommending the recipient organization for USAID/Nepal's approval. The Contractor must implement reasonable monitoring and oversight procedures to safeguard against assistance being diverted to support terrorist activity and to immediately notify USAID and cease support, transactions or dealings with any individual or organization that is designated by the United States Government as a Foreign Terrorist Organization or as a Specially Designated Terrorist or a Specially Designated Global Terrorist or has been

designated by the United States Government in or pursuant to Executive Orders 12947 or 13224, or has been designated by the 1267 Committee, or otherwise engages in terrorist acts.

- xi. Grants must not extend for any period beyond the estimated termination or completion date of the TO.
- xii. The grant must provide that payments of any interest, fees, program income and other refunds generated by grant recipients hereunder will be made to a special, non-commingled, interest-bearing account established by the Contractor (the "Separate Account"). The Contractor has no beneficial interest in any funds in the Separate Account. Funds in the Separate Account must be used as directed by the USAID/Nepal Contracting Officer.
- xiii. The Contractor must scrupulously avoid any conflicts of interest and should any conflict of interest arise, the Contractor must immediately notify the Contracting Officer as to the conflict and the Contractor's proposed solution for avoiding the conflict, and the Contractor must follow the instructions of the Contracting Officer.
- xiv. The Contractor will act as custodian for USAID of all records relating to grants under the Contract. The Contractor will preserve all records with respect to its grant-making (including with respect to the deliberations of all Review Panels) and grant administration hereunder. Copies of all reports received from grantees will be promptly forwarded to the COR. USAID and the Comptroller General must have full access to all documents, papers and others records of the Contractor with respect to its duties hereunder. At the conclusion of the TO, the Contractor must consult with the Contracting Officer for direction as to which records must be transferred to USAID.
- xv. With reference to ADS 303 Required as Applicable Standard Provision entitled "Publications and Media Releases", the Contractor must obtain written clearance from the COR and then forward one copy of all published reports generated by recipients under the grants program to USAID Development Experience Clearinghouse (DEC) .at: <http://dec.usaid.gov>.
- xvi. The Contractor must comply with and apply additional grant program requirements and details as described in Section C of this RFTOP in the TO. Conflicts between Section C and Section H must be resolved by the Contracting Officer.
- xvii. Grants proposed for "Public International Organizations" or host government entities are subject to Contracting Officer review and approval regardless of other delegated authority.
- xviii. Grants may not include construction, infrastructure, renovation, or rehabilitation projects.

[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	NOV 2013
52.203-3	GRATUITIES	APR 1984
52.203-5	COVENANT AGAINST CONTINGENT FEES	MAY 2014
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	SEP 2006
52.203-7	ANTI-KICKBACK PROCEDURES	MAY 2014
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	MAY 2014
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	MAY 2014
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	OCT 2010
52.203-15	WHISTLEBLOWER PROTECTIONS UNDER THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009	JUN 2010
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENTS TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	APR 2014
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	AUG 2013
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 DATA	OCT 2010

52.215-13	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA-MODIFICATIONS	OCT 2010
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 2013
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	JUL 2014
52.222-36	EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES	JUN 2014
52.222-37	EMPLOYMENT REPORTS ON VETERANS	JUL 2014
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	MAY 2014
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUN 2008
52.225-14	INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT	FEB 2000
52.227-14	RIGHTS IN DATA – GENERAL	MAY 2014
52.227-16	ADDITIONAL DATA REQUIREMENTS	JUN 1987
52.228-3	WORKER'S COMPENSATION INSURANCE (DEFENSE BASE ACT)	JUL 2014
52.228-7	INSURANCE--LIABILITY TO THIRD PERSONS	MAR 1996
52.229-8	TAXES-FOREIGN COST REIMBURSEMENT CONTRACTS	MAR 1990
52.230-1	COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION	MAY 2012
52.230-2	COST ACCOUNTING STANDARDS	MAY 2014
52.230-3	DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES	MAY 2014
52.230-4	DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES – FOREIGN CONCERNS	MAY 2014
52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS	JUN 2010
52.232-17	INTEREST	MAY 2014
52.232-18	AVAILABILITY OF FUNDS	APR 1984
52.232-22	LIMITATION OF FUNDS	APR 1984
52.232-23	ASSIGNMENT OF CLAIMS	MAY 2014
52.233-1	DISPUTES	MAY 2014
52.233-3	PROTEST AFTER AWARD	AUG 1996
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT 2004
52.237-9	WAIVER OF LIMITATION ON SEVERANCE PAYMENTS TO FOREIGN NATIONALS	AUG 2003
52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	APR 1984

52.242-3	PENALTIES FOR UNALLOWABLE COSTS	MAY 2001
52.242-4	CERTIFICATION OF FINAL INDIRECT COSTS	JAN 1997
52.242-13	BANKRUPTCY	JUL 1995
52.243-2	CHANGES--COST REIMBURSEMENT	AUG 1987
52.244-2	SUBCONTRACTS	OCT 2010
52.244-5	COMPETITION IN SUBCONTRACTING	DEC 1996
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	OCT 2014
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
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752.202-1	USAID DEFINITIONS CLAUSE -- GENERAL SUPPLEMENT FOR USE IN ALL USAID CONTRACTS	JAN 1990
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752.7029	POST PRIVILEGES	JUL 1993
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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)

The TO is subject to the written approval of the Contracting Officer, USAID/Nepal, Kathmandu, and shall not be binding until so approved.

I.4 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.

(f) Offerors may obtain information on registration at <https://www.acquisition.gov>. (End of clause)

Alternate I (Jul 2013). As prescribed in 4.1105(a) (2), substitute the following paragraph (b) (1) for paragraph (b) (1) of the basic provision:

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the System for Award Management 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. If registration prior to award is not possible, the awardee shall be registered in the System for Award Management within 30 days after award or before three days prior to submission of the first invoice, whichever occurs first.

I.5 52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JUN 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 Central Contractor Registration (CCR) 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/execomp.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.frs.gov> for that first-tier subcontract. (The Contractor shall follow the instructions at <http://www.frs.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 nine-digit 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 compensation 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 effective 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.fsr.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/execomp.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 CCR and FPDS databases. If FPDS information is incorrect, the contractor should notify the contracting officer. If the CCR 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. (End of clause)

I.7 52.216-7 ALLOWABLE COST AND PAYMENT (JUN 2013)

(a) *Invoicing.* (1) The Government will make payments to the Contractor when requested as work progresses, but (except for small business concerns) not more often than once every 2 weeks, in amounts determined to be allowable by the Contracting Officer in accordance with Federal Acquisition Regulation (FAR) [Subpart 31.2](#) in effect on the date of this contract and the terms of this contract. The Contractor may submit to an authorized representative of the Contracting Officer, in such form and reasonable detail as the representative may require, an invoice or voucher supported by a statement of the claimed allowable cost for performing this contract.

(2) Contract financing payments are not subject to the interest penalty provisions of the Prompt Payment Act. Interim payments made prior to the final payment under the contract are contract financing payments, except interim payments if this contract contains Alternate I to the clause at [52.232-25](#).

(3) The designated payment office will make interim payments for contract financing on the _____ [Contracting Officer insert day as prescribed by agency head; if not prescribed, insert "30th"] day after the designated billing office receives a proper payment request. In the event that the Government requires an audit or other review of a specific payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date.

(b) *Reimbursing costs.* (1) For the purpose of reimbursing allowable costs (except as provided in paragraph (b)(2) of this clause, with respect to pension, deferred profit sharing, and employee stock ownership plan contributions), the term "costs" includes only—

(i) Those recorded costs that, at the time of the request for reimbursement, the Contractor has paid by cash, check, or other form of actual payment for items or services purchased directly for the contract;

(ii) When the Contractor is not delinquent in paying costs of contract performance in the ordinary course of business, costs incurred, but not necessarily paid, for—

(A) Supplies and services purchased directly for the contract and associated financing payments to subcontractors, provided payments determined due will be made—

(1) In accordance with the terms and conditions of a subcontract or invoice; and

(2) Ordinarily within 30 days of the submission of the Contractor's payment request to the Government;

(B) Materials issued from the Contractor's inventory and placed in the production process for use on the contract;

(C) Direct labor;

(D) Direct travel;

(E) Other direct in-house costs; and

(F) Properly allocable and allowable indirect costs, as shown in the records maintained by the Contractor for purposes of obtaining reimbursement under Government contracts; and

(iii) The amount of financing payments that have been paid by cash, check, or other forms of payment to subcontractors.

(2) Accrued costs of Contractor contributions under employee pension plans shall be excluded until actually paid unless—

(i) The Contractor's practice is to make contributions to the retirement fund quarterly or more frequently; and

(ii) The contribution does not remain unpaid 30 days after the end of the applicable quarter or shorter payment period (any contribution remaining unpaid shall be excluded from the Contractor's indirect costs for payment purposes).

(3) Notwithstanding the audit and adjustment of invoices or vouchers under paragraph (g) of this clause, allowable indirect costs under this contract shall be obtained by applying indirect cost rates established in accordance with paragraph (d) of this clause.

(4) Any statements in specifications or other documents incorporated in this contract by reference designating performance of services or furnishing of materials at the Contractor's expense or at no cost to the Government shall be disregarded for purposes of cost-reimbursement under this clause.

(c) *Small business concerns.* A small business concern may receive more frequent payments than every 2 weeks.

(d) *Final indirect cost rates.* (1) Final annual indirect cost rates and the appropriate bases shall be established in accordance with [Subpart 42.7](#) of the Federal Acquisition Regulation (FAR) in effect for the period covered by the indirect cost rate proposal.

(2)(i) The Contractor shall submit an adequate final indirect cost rate proposal to the Contracting Officer (or cognizant Federal agency official) and auditor within the 6-month period following the expiration of each of its fiscal years. Reasonable extensions, for exceptional circumstances only, may be requested in writing by the Contractor and granted in writing by the Contracting Officer. The Contractor shall support its proposal with adequate supporting data.

(ii) The proposed rates shall be based on the Contractor's actual cost experience for that period. The appropriate Government representative and the Contractor shall establish the final indirect cost rates as promptly as practical after receipt of the Contractor's proposal.

(iii) An adequate indirect cost rate proposal shall include the following data unless otherwise specified by the cognizant Federal agency official:

(A) Summary of all claimed indirect expense rates, including pool, base, and calculated indirect rate.

(B) *General and Administrative expenses (final indirect cost pool).* Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts).

(C) *Overhead expenses (final indirect cost pool)*. Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts) for each final indirect cost pool.

(D) *Occupancy expenses (intermediate indirect cost pool)*. Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts) and expense reallocation to final indirect cost pools.

(E) Claimed allocation bases, by element of cost, used to distribute indirect costs.

(F) Facilities capital cost of money factors computation.

(G) Reconciliation of books of account (*i.e.*, General Ledger) and claimed direct costs by major cost element.

(H) Schedule of direct costs by contract and subcontract and indirect expense applied at claimed rates, as well as a subsidiary schedule of Government participation percentages in each of the allocation base amounts.

(I) Schedule of cumulative direct and indirect costs claimed and billed by contract and subcontract.

(J) *Subcontract information*. Listing of subcontracts awarded to companies for which the contractor is the prime or upper-tier contractor (include prime and subcontract numbers; subcontract value and award type; amount claimed during the fiscal year; and the subcontractor name, address, and point of contact information).

(K) Summary of each time-and-materials and labor-hour contract information, including labor categories, labor rates, hours, and amounts; direct materials; other direct costs; and, indirect expense applied at claimed rates.

(L) Reconciliation of total payroll per IRS form 941 to total labor costs distribution.

(M) Listing of decisions/agreements/approvals and description of accounting/organizational changes.

(N) Certificate of final indirect costs (see [52.242-4](#), Certification of Final Indirect Costs).

(O) Contract closing information for contracts physically completed in this fiscal year (include contract number, period of performance, contract ceiling amounts, contract fee computations, level of effort, and indicate if the contract is ready to close).

(iv) The following supplemental information is not required to determine if a proposal is adequate, but may be required during the audit process:

(A) Comparative analysis of indirect expense pools detailed by account to prior fiscal year and budgetary data.

(B) General organizational information and limitation on allowability of compensation for certain contractor personnel. See [31.205-6\(p\)](#). Additional salary reference information is available at http://www.whitehouse.gov/omb/procurement_index_exec_comp/.

(C) Identification of prime contracts under which the contractor performs as a subcontractor.

(D) Description of accounting system (excludes contractors required to submit a CAS Disclosure Statement or contractors where the description of the accounting system has not changed from the previous year's submission).

(E) Procedures for identifying and excluding unallowable costs from the costs claimed and billed (excludes contractors where the procedures have not changed from the previous year's submission).

(F) Certified financial statements and other financial data (*e.g.*, trial balance, compilation, review, *etc.*).

(G) Management letter from outside CPAs concerning any internal control weaknesses.

(H) Actions that have been and/or will be implemented to correct the weaknesses described in the management letter from subparagraph (G) of this section.

(I) List of all internal audit reports issued since the last disclosure of internal audit reports to the Government.

(J) Annual internal audit plan of scheduled audits to be performed in the fiscal year when the final indirect cost rate submission is made.

(K) Federal and State income tax returns.

(L) Securities and Exchange Commission 10-K annual report.

(M) Minutes from board of directors meetings.

(N) Listing of delay claims and termination claims submitted which contain costs relating to the subject fiscal year.

(O) Contract briefings, which generally include a synopsis of all pertinent contract provisions, such as: contract type, contract amount, product or service(s) to be provided, contract performance period, rate ceilings, advance approval requirements, pre-contract cost allowability limitations, and billing limitations.

(v) The Contractor shall update the billings on all contracts to reflect the final settled rates and update the schedule of cumulative direct and indirect costs claimed and billed, as required in paragraph (d)(2)(iii)(I) of this section, within 60 days after settlement of final indirect cost rates.

(3) The Contractor and the appropriate Government representative shall execute a written understanding setting forth the final indirect cost rates. The understanding shall specify (i) the agreed-upon final annual indirect cost rates,

(ii) the bases to which the rates apply, (iii) the periods for which the rates apply, (iv) any specific indirect cost items treated as direct costs in the settlement, and (v) the affected contract and/or subcontract, identifying any with advance agreements or special terms and the applicable rates. The understanding shall not change any monetary ceiling, contract obligation, or specific cost allowance or disallowance provided for in this contract. The understanding is incorporated into this contract upon execution.

(4) Failure by the parties to agree on a final annual indirect cost rate shall be a dispute within the meaning of the Disputes clause.

(5) Within 120 days (or longer period if approved in writing by the Contracting Officer) after settlement of the final annual indirect cost rates for all years of a physically complete contract, the Contractor shall submit a completion invoice or voucher to reflect the settled amounts and rates. The completion invoice or voucher shall include settled subcontract amounts and rates. The prime contractor is responsible for settling subcontractor amounts and rates included in the completion invoice or voucher and providing status of subcontractor audits to the contracting officer upon request.

(6)(i) If the Contractor fails to submit a completion invoice or voucher within the time specified in paragraph (d) (5) of this clause, the Contracting Officer may—

(A) Determine the amounts due to the Contractor under the contract; and

(B) Record this determination in a unilateral modification to the contract.

(ii) This determination constitutes the final decision of the Contracting Officer in accordance with the Disputes clause.

(e) *Billing rates.* Until final annual indirect cost rates are established for any period, the Government shall reimburse the Contractor at billing rates established by the Contracting Officer or by an authorized representative (the cognizant auditor), subject to adjustment when the final rates are established. These billing rates—

(1) Shall be the anticipated final rates; and

(2) May be prospectively or retroactively revised by mutual agreement, at either party's request, to prevent substantial overpayment or underpayment.

(f) *Quick-closeout procedures.* Quick-closeout procedures are applicable when the conditions in FAR [42.708\(a\)](#) are satisfied.

(g) *Audit.* At any time or times before final payment, the Contracting Officer may have the Contractor's invoices or vouchers and statements of cost audited. Any payment may be—

(1) Reduced by amounts found by the Contracting Officer not to constitute allowable costs; or

(2) Adjusted for prior overpayments or underpayments.

(h) *Final payment.* (1) Upon approval of a completion invoice or voucher submitted by the Contractor in accordance with paragraph (d)(5) of this clause, and upon the Contractor's compliance with all terms of this contract, the Government shall promptly pay any balance of allowable costs and that part of the fee (if any) not previously paid.

(2) The Contractor shall pay to the Government any refunds, rebates, credits, or other amounts (including interest, if any) accruing to or received by the Contractor or any assignee under this contract, to the extent that those amounts are properly allocable to costs for which the Contractor has been reimbursed by the Government. Reasonable expenses incurred by the Contractor for securing refunds, rebates, credits, or other amounts shall be allowable costs if approved by the Contracting Officer. Before final payment under this contract, the Contractor and each assignee whose assignment is in effect at the time of final payment shall execute and deliver—

(i) An assignment to the Government, in form and substance satisfactory to the Contracting Officer, of refunds, rebates, credits, or other amounts (including interest, if any) properly allocable to costs for which the Contractor has been reimbursed by the Government under this contract; and

(ii) A release discharging the Government, its officers, agents, and employees from all liabilities, obligations, and claims arising out of or under this contract, except—

(A) Specified claims stated in exact amounts, or in estimated amounts when the exact amounts are not known;

(B) Claims (including reasonable incidental expenses) based upon liabilities of the Contractor to third parties arising out of the performance of this contract; provided, that the claims are not known to the Contractor on the date of the execution of the release, and that the Contractor gives notice of the claims in writing to the Contracting Officer within 6 years following the release date or notice of final payment date, whichever is earlier; and

(C) Claims for reimbursement of costs, including reasonable incidental expenses, incurred by the Contractor under the patent clauses of this contract, excluding, however, any expenses arising from the Contractor's indemnification of the Government against patent liability. (End of clause)

Alternate I (Feb 1997). As prescribed in 16.307(a)(2), substitute the following paragraph (b)(1)(iii) for paragraph (b)(1)(iii) of the basic clause:

(iii) The amount of progress and other payments to the Contractor's subcontractors that either have been paid, or that the Contractor is required to pay pursuant to the clause of this contract entitled "Prompt Payment for Construction Contracts." Payments shall be made by cash, check, or other form of payment to the Contractor's subcontractors under similar cost standards.

Alternate II (Aug 2012). As prescribed in 16.307(a)(3), substitute the following paragraph (a)(1) for paragraph (a)(1) of the basic clause:

(a)(1) The Government will make payments to the Contractor when requested as work progresses, but not more often than once every two weeks, in amounts determined to be allowable by the Contracting Officer in accordance with subpart 31.3 in effect on the date of this contract and the terms of this contract. The Contractor may submit to an authorized representative of the Contracting Officer, in such form and reasonable detail as the representative may require, an invoice or voucher supported by a statement of the claimed allowable cost for performing this contract.

Alternate III (Aug 2012). As prescribed in 16.307(a)(4), substitute the following paragraph (a)(1) for paragraph (a)(1) of the basic clause:

(a)(1) The Government will make payments to the Contractor when requested as work progresses, but not more often than once every two weeks, in amounts determined to be allowable by the Contracting Officer in accordance with subpart 31.6 in effect on the date of this contract and the terms of this contract. The Contractor may submit to an authorized representative of the Contracting Officer, in such form and reasonable detail as the representative may require, an invoice or voucher supported by a statement of the claimed allowable cost for performing this contract.

Alternate IV (Aug 2012). As prescribed in 16.307(a)(5), substitute the following paragraph (a)(1) for paragraph (a)(1) of the basic clause:

(a)(1) The Government will make payments to the Contractor when requested as work progresses, but not more often than once every two weeks, in amounts determined to be allowable by the Contracting Officer in accordance with subpart 31.7 in effect on the date of this contract and the terms of this contract. The Contractor may submit to an authorized representative of the Contracting Officer, in such form and reasonable detail as the representative may require, an invoice or voucher supported by a statement of the claimed allowable cost for performing this contract.

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

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 60 days.

[End of Clause]

1.9 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 52.229-8 TAXES—FOREIGN COST-REIMBURSEMENT CONTRACTS (MAR 1990)

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

(b) If the Contractor or subcontractor under this contract obtains a foreign tax credit that reduces its Federal income tax liability under the United States Internal Revenue Code (Title 26, U.S. Code) because of the payment of any tax or duty that was reimbursed under this contract, the amount of the reduction shall be paid or credited at the time of such offset to the Government of the United States as the Contracting Officer directs.

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

(a) The Contractor shall submit to the address identified below, for prepayment audit, transportation documents on which the United States will assume freight charges that were paid—

(1) By the Contractor under a cost-reimbursement contract; and

(2) By a first-tier subcontractor under a cost-reimbursement subcontract thereunder.

(b) Cost-reimbursement Contractors shall only submit for audit those bills of lading with freight shipment charges exceeding \$100. Bills under \$100 shall be retained on-site by the Contractor and made available for on-site audits. This exception only applies to freight shipment bills and is not intended to apply to bills and invoices for any other transportation services.

(c) Contractors shall submit the above referenced transportation documents to—

[To be filled in by Contracting Officer]

[End of clause]

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 52.217-5 EVALUATION OF OPTIONS (JULY 1990)

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

I.16 752.7032 INTERNATIONAL TRAVEL APPROVAL AND NOTIFICATION REQUIREMENTS (APRIL 2014)

Prior written approval by the Contracting Officer (CO), or the Contracting Officer's Representative (COR) if delegated in the Contracting Officer's Representative Designation Letter, is required for all international travel directly and identifiably funded by USAID under this contract. The Contractor shall therefore present to the CO or COR, an itinerary for each planned international trip, showing the name of the traveler, purpose of the trip, origin/destination (and intervening stops), and dates of travel, as far in advance of the proposed travel as possible, but in no event less than three weeks before travel is planned to commence. The CO's or COR's (if delegated by the CO) prior written approval may be in the form of a letter or 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 CO or COR, of planned travel, identifying the travelers and the dates and times of arrival."

I.17 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.18 752.7034 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:

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[END OF SECTION I]

PART III – LIST OF DOCUMENTS, EXHIBITS, AND OTHER REFERENCES**SECTION J – ATTACHMENTS & REFERENCES**

Attachment 1: Acronym List
 Attachment 2: Key References and Background Reading
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ATTACHMENT 1: ACRONYM LIST

ADS	Automated Directives System
AIDAR	USAID Acquisition Regulations
AWP	Annual Work Plan
BZUC	Buffer Zone User Committee
BZUG	Buffer Zone User Group
CAPA	Community Based Adaptation Plan of Action
CBO	Community Based Organization
CCN	Cooperating Country National
CDCS	Country Development Cooperation Strategy
CDR	Ceiling Daily Rate
CFR	Code of Federal Regulations
CFUG	Community Forest User Group
CPFF	Cost Plus Fixed Fee
CST	Contractor Salary Threshold
DEC	Development Clearinghouse
DHM	Department of Hydrology and Meteorology
DO	Development Objective
DRR	Disaster Risk Reduction
DUNS	Data Universal Numbering System
DWSS	Department of Water Supply and Sanitation
e-DNA	Environmental DNA
E-Flow	Environmental Flow
EFLG	Environment Friendly Local Governance Framework
EPRP	Emergency Preparedness and Response Plan
EWS	Early Warning System
FAR	Federal Acquisitions Regulations
GCC	Global Climate Change
GESI	Gender Equality and Social Inclusion
GIS	Geospatial Information System
GLOF	Glacier Lake Outburst Flood
GON	Government of Nepal
GUC	Grants Under Contract
HG	Host Government

IBN	Investment Board of Nepal
ICIMOD	International Centre for Integrated Mountain Development
IDIQ	Indefinite Delivery, Indefinite Quantity
IEE	Initial Environmental Examination
IR	Intermediate Result
IWMI	Integrated Water Management Institute
IWRMP	Irrigation and Water Resources Management Project
LAPA	Local Adaptation Plan of Action
LCP	Local Compensation Plan
LOC	Letter of Credit
LOE	Level of Effort
LTTA	Long-term Technical Assistance
M&E	Monitoring and Evaluation
MCC	Millennium Challenge Corporation
MoAD	Ministry of Agricultural Development
MoE	Ministry of Energy
MoFALD	Ministry of Federal Affairs and Local Development
MoFSC	Ministry of Forests and Soil Conservation
MoI	Ministry of Irrigation
NASA	National Aeronautics and Space Administration
NEA	Nepal Electricity Authority
NGO	Non-governmental Organization
NHPD	Nepal Hydropower Development Project
NICRA	Negotiated Indirect Cost Rate Agreement
NPC	National Planning Committee
NRM	Natural Resource Management
ODC	Other Direct Cost
ODF	Open Defecation Free
OHE	Office of Health and Environment
PA	Protected Area
PANI	Program for Aquatic Natural Resources Improvement
PAPA	Participation Agency Program Agreement
PES	Payment for Environmental Services/Payment for Ecosystem Services
PIO	Public International Organization
PMP	Performance Management Plan
PPR	Performance Plan and Report
RFTOP	Request for Task Order Proposal
SAGUN	Strengthened Actions for Governance in Utilization of Natural Resources
SAM	System for Award Management
SARI/EI	South Asia Regional Initiative for Energy Integration
SOW	Statement of Work
STTA	Short-term Technical Assistance
TBD	To Be Determined
TCN	Third County National
TEC	Technical Evaluation Committee
TIN	Taxpayer Identification Number
TO	Task Order
TOC	Theory of Change
TOCO	Task Order Contracting Officer
TOCOR	Task Order Contracting Officer's Representative
U.S.	United States

USAID	United States Agency for International Development
USFS	United States Forest Service
VDC	Village Development Committee
WASH	Water, Sanitation and Hygiene
WECS	Water and Energy Commission Secretariat
WRM	Water Resources Management
WSP	Water Safety Plan
WUC	Water User Committee
WUMP	Water Use Master Plan
WWF	World Wildlife Fund

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ATTACHMENT 3: KEY ELEMENTS OF THE IWMI PIO

The overall goal of this proposal is to promote sustainable water resources development in Western Nepal through balancing economic growth, social justice and healthy, resilient ecosystems. The geographic focus of this proposal are the basins and sub-basins within the Mid-West and Far-West Development Regions of Nepal, with a particular focus on the Karnali basin including the Mahana sub-basin in the Terai and the Mahakali basin (See Figure 1). Furthermore, cross fertilization efforts will be carried out in the Gandaki basin mainly through partnerships and capacity building efforts with other government and non-government organizations present in the area. Three objectives are proposed to achieve this goal:

1. The construction of a sound knowledge base on the current state and use of ecosystems and their services and the impact of climate change as well as other drivers of future change in west Nepal to identify key information and knowledge gaps. This includes a comprehensive database on the study area's natural characteristics including the river and lake network and their connectivity, groundwater aquifers, wetlands, biodiversity and protected areas, their ecosystem services, as well as all water-related physical infrastructure and modifications. This objective will help establish key knowledge and information gaps and provide key datasets that will be useable for future and diverse analyses and planning purposes.
2. The development and application of tools, models and approaches (including opportunities and risks) for sustainable water resources development under current state and future scenarios at the basin and local community scale. In particular, tools will be developed to identify the water flows necessary to maintain the integrity of ecosystems and their services. This information will then be used for hydro-economical modelling at basin scale to explore water allocation under future scenarios, including climate scenarios, of different water resources development options and the resulting trade-offs. At sub-basin, watershed and local community scales approaches for improved water management and water governance will be explored.
3. Integrated policy and management guidelines on options and technologies for sustainable water-infrastructure development will be developed for government and local communities. These guidelines will be designed to promote best practice in water-related infrastructure development (e.g. hydropower, irrigation, managed aquifer recharge, water storage) at different scales, which supports local communities and protects the resilience of ecosystems and their services. The aforementioned knowledge base, tools, models and approaches will underpin these guidelines, which will be developed with input from government and community stakeholders, as well as donors and investors.

The key research questions guiding this work include:

Assessing ecosystems resilience and preserving ecosystem services

- What is the nature and extent of ecosystem services in west Nepal and how are their uses and benefits distributed and shared between women and men, and among different stakeholders, including the government, the private sector and local communities
- How resilient are ecosystems and various types of existing ecosystem services to drivers of change, including climatic, demographic, economic and other environmental perturbations?
- How will ecosystems in west Nepal and their associated services be impacted by planned physical infrastructure and modifications? How will this affect the current and future distribution of uses and benefits among women and men, different actors and social groups?

- What environmental flow requirements are necessary to maintain healthy freshwater ecosystems including the biotic and abiotic components?

Basin-scale planning

- What are the options for different surface and ground water resource development pathways, including infrastructure choices and sequencing of construction?
- At the basin scale, how can we reasonably predict the impact of different water resources development pathways on ecosystems, and what are the trade-offs induced by different choices?
- What are the current policy gaps and institutional barriers to enhanced integrated water resources development? What are potential entry points to promote deliberative and reflective dialogue and governance that balance well-being, increased productivity, economic development, gender equity and ecosystem resilience objectives.
- Which set of development pathways are more effective in coping and adapting to climate change impacts

Promoting sustainable water resource development and management

- At the sub-basin, watershed and local community scale, what technologies, approaches and institutional arrangements can be promoted to improve gender equity, livelihoods options, and accountable water governance?
- How can government agencies engage in integrated water resources development practices across scales that support the well-being of local communities, help increase productivity and economic development while also protecting the resilience of water-related ecosystems?
- How are NRM at the community level aligned or differentiated towards ecosystem service management?
- What are some innovative options to deal with climate change impacts i.e. uncertainty in resource availability, variability and increases in the duration and frequency of extreme events

ATTACHMENT 4: KEY ELEMENTS OF THE USFS PAPA

Background

The USFS will provide technical assistance to USAID/Nepal and its implementing partners to support efforts to improve understanding of Nepal's freshwater biodiversity by addressing key knowledge gaps in freshwater ecology, as well as supporting increased understanding of water resources management. Assistance will focus on improving capacity to quantify freshwater biodiversity and managing healthy watersheds, through support to the academic community, government officials, and community engagement at the ground level. The USFS assistance will also support Nepal's efforts to adapt to climate change and mitigate its effects.

Activities

Technical Assistance

Local Liaison

USFS will provide technical assistance to USAID/Nepal by identifying a Nepal-based technical expert to serve as the USFS Liaison for a period of performance of up to 18 months. The Liaison will provide critical coordination and facilitate development and implementation of USFS activities related to freshwater biodiversity, including the following:

- Assist with coordinating the Mission's broader approach to freshwater conservation and water resources management by initiating work with the Government of Nepal and existing USAID activities;
- Develop research proposals and required analyses together with local partners, universities, and the Government of Nepal;
- Coordinate with US-based universities and other institutions that could support recommended research; and
- Identify needs for short-term USFS expert details in freshwater biodiversity and watershed management.

Short-Term Technical Experts

USFS will identify and provide short-term Nepali and USFS technical experts to support the implementation of freshwater biodiversity programming. Personnel with expertise in ecology, fisheries, soil science, hydrology, and related fields will support implementation of activities including:

- 1) Pilot the use of environmental DNA (eDNA) fragments for species detection, estimation of species biomass, and distribution, including:
 - Design and implement a statistically valid sampling design for fish collection;
 - Develop DNA profiles for selected 15-20 focal species;
 - Conduct appropriate eDNA analysis;
 - Assess the potential of eDNA to increase the knowledge of the distribution and ecology of native fish in Nepal.
- 2) Identify opportunities and support activities promoting Best Management Practices for watershed management.

Training

The Forest Service will conduct three workshops to train personnel from the Government of Nepal and local partners on best practices for watershed management.

PART IV – REPRESENTATIONS AND INSTRUCTIONS**SECTION K – REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFRORS OR RESPONDENTS**

The representations, certifications and other statements as provided herein are applicable to any TO 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
FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)		
52.203-11	CERTIFICATION AND DISCLOSURE REGARDING SEPT 2007 PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	

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 541990 *[insert NAICS code]*.

(2) The small business size standard is \$15M *[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 task order, 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 task order or fixed-price task order 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 task orders that will be performed in the United States or its outlying areas.
- (v) [52.209-2](#), Prohibition on Task ordering 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 task order 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 task order 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 task ordering by sealed bidding and the task order will be performed in the United States or its outlying areas.
- (xi) [52.222-22](#), Previous Task orders 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 task order award will exceed the simplified acquisition threshold and the task order 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 Task orders.
- (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 Task ordering 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 Task order Act to Task orders for Maintenance, Calibration, or Repair of Certain Equipment Certification.

(iv) [52.222-52](#), Exemption from Application of the Service Task order Act to Task orders 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 task order. If the offeror is an educational institution, Part II does not apply unless the

contemplated task order 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 task order 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 task orders which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a task order subject to the requirements of 48 CFR Chapter 99 must, as a condition of task ordering, 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 task order 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 task orders and subtask orders subject to CAS totaling \$50 million or more in the cost accounting period immediately proceeding 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 task order or subtask order 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 TASK ORDER 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 task order 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 task orders and subtask orders. 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 task order coverage if this proposal is expected to result in the award of a CAS-covered task order of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime task order or subtask order of \$50 million or more.

III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING TASK ORDERS

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

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 o has not o, 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 Task order 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]

[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.

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

L.2 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 Task order Appeals Proceedings, and Armed Services Board of Task order Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal task order or grant. It does not include agency actions such as task order audits, site visits, corrective plans, or inspection of deliverables.

“Federal task orders and grants with total value greater than \$10,000,000” means—

- (1) The total value of all current, active task orders 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 task orders (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 task orders 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 task order 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 Task orderor 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 FAR 52.204-7).

L.3 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 Task Order 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 Task Order 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 Task Order 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 Task Order Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Task Order 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 task order 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 task order. 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) Task order award.

(1) The Government intends to award a task order or task orders 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 TO without discussions.** Therefore, the Offeror's initial proposal should contain the Offeror's best terms from a cost and technical standpoint. The Government reserves the right to conduct discussions if the TO Contracting Officer later determines them to be necessary. If the TO 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 TO 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 task order 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 Task Order 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 task order 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.

(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.4 FAR 52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (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 Task orders.

(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 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 task order 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.5 FAR 52.216-1 TYPE OF TASK ORDER (APR 1984)

The Government contemplates to award a Cost plus Fixed Fee (CPFF), Term Type TO resulting from this solicitation.

L.6 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 Task Order 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)

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.7 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 Task Order 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.8 GENERAL INSTRUCTIONS TO OFFERORS

Format, Delivery and Government Obligation

(A) The Offeror must submit its proposal no later than the time and date noted in the Solicitation. Electronic submission of proposals via e-mail is required. Proposals must be signed by an official who is authorized to bind the organization. Paper copies of the proposals are not required.

Technical proposals must be submitted in searchable and editable Word or PDF format as appropriate and the Cost Schedule in Excel format with all cells unlocked. A PDF version of the Excel spreadsheet may be submitted in addition to the Excel version at the Offeror's discretion, however, the official cost proposal submission is the unlocked Excel version. All electronic files must be "unlocked". The proposal must be written in English, with single line spacing, Times New Roman font, no smaller than 11 point font, and standard one inch margins. Font sizes smaller than 11 that are legible are allowed for tables, figures, and graphs.

The Offeror must not include in their Technical Proposal cost content or reference costing data in order that the technical evaluation may be made on the basis of technical merit. Any Offeror that does not follow these requirements may be disqualified from the competition as determined by the TOCO.

(B) Government Obligation

The U.S. Government is not obligated to make an award or to pay for any costs incurred by the Contractor in preparation of a proposal in response hereto.

Any inconsistency in this solicitation or TO 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. Task Order Clauses (Section I);
- iv. Other documents, exhibits, and attachments (Section J);
- v. The Specifications (Section C).

L.9 QUESTIONS AND CLARIFICATIONS

Any questions, comments and/or requests for clarifications regarding this solicitation must be sent to kathmanduoaexchange@usaid.gov by the time and date indicated on the cover page of this RFTOP.

L.10 CLOSING DATE AND TIME

All proposals in response to this solicitation must be submitted to kathmanduoaexchange@usaid.gov no later than the time and the date indicated on the cover page of this RFTOP.

L.11 GOVERNMENT OBLIGATION

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. 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.

L.12 ACCURATE AND COMPLETE INFORMATION

Contractors must set forth full, accurate and complete information as required by this RFTOP. The penalty for making false statements to the Government is prescribed in 18 U.S.C. 1001.

L.13 INSTRUCTIONS FOR THE PREPARATION OF THE TECHNICAL PROPOSAL

The Technical Proposal is limited to 30 pages and must be written in plain English. The Offeror must use 8.5 inch by 11 inch (210mm by 297mm) paper, single-spaced pages with margins no less than one inch on each border.. Information submitted beyond 30 pages will not be accepted. Note: A page in the technical proposal that contains a table, chart, graph, etc., not otherwise excluded below is subject to the 30 page limitation. Font sizes smaller than 11 that are legible are allowed for tables, figures, and graphs.

Not included in this page limitation are the following:

- a) Executive Summary
- b) Table of Contents
- c) Dividers
- d) Annexes

The maximum file size limit for electronic proposal submissions is 25MB per email. The Offeror may be required to send multiple emails to submit all portions of the proposal. Technical and Cost proposals must not be sent in the same email.

L.13.1 Technical Proposal Contents

In this section, the Offeror must describe how it will accomplish the outcomes and meet all the requirements of the statement of work (Section C) and deliverables (Section F).

In formulating this section, the Offeror must clearly describe in sufficient detail its technical approach and how it will achieve each of the IRs, sub-IRs, and the associated outcomes and activities described in the SOW. It must also describe how it will employ effective solutions to achieve the objectives of the SOW and implement the activities described therein.

a. Technical Proposal Cover Page

The Offeror must provide information on the technical proposal cover page as follows:

- a. Name of organization
- b. Authorized point of contact name, title, and e-mail
- c. Solicitation No. and List of Amendments received
- d. DUNS No.

b. Technical Proposal Table of Contents

1. Cover Page
2. Executive Summary (2-page limit not included in the 30 page limit) Information contained in the Executive Summary is subject to evaluation by any of the factors stated in Section M.3.
3. Technical Approach
4. Management Plan and Institutional Capacity
5. Personnel

c. Technical Approach (M.3.1)

In this section, the Offeror must describe how it will accomplish the outcomes and meet all the requirements of the statement of work (Section C). The Offeror must clearly describe the context in which PANI will be implemented and the Offeror's understanding of the challenges, needs and opportunities to enhance Nepal's ability to manage water resources for multiple uses and users through climate change adaptation and the conservation of freshwater biodiversity. This section must describe the Offeror's conceptual approach and overall strategy to execute the tasks and achieve the outcomes described in Section C. The Offeror must present a convincing and compelling articulation of its technical approach that will permit USAID to distinguish and differentiate among proposals. The Offeror must organize the Technical Approach by IR. Tasks proposed by the Offeror must be numbered according to the respective sub IR.

The Technical Approach must not exceed 20 pages in length.

d. Management Plan and Institutional Capacity (M.3.2)

The Offeror will include in the main body of the technical proposal a **Management Plan** describing in detail the proposed approach to managing the PANI activity, how the activity's human resource needs will be met, where staff will be based, what lines of reporting will be established, and how communication will take place between the activity staff, USAID, and overseas offices of any of the Offeror involved in the program. The Offeror will describe in detail how it will rapidly mobilize its team. The Management Plan will describe in detail how management roles will evolve throughout the life of the activity and what responsibilities will be transferred to the GON, the private sector and/or Nepali universities, and civil society organizations for implementation and follow up.

The **Institutional Capacity** Section must clarify what the proposed partner organizations' institutional responsibilities are, and how those responsibilities complement and complete one another. The Offeror must include information related to the capacity of all the partners included in the proposal and must clearly demonstrate each partner's capacity to implement this program. The Offeror must also describe its experience implementing a similar program answering "what" the Offeror has done. (See also past performance L.13.2.d, which must include content on similar programs such that USAID can determine

“how” the Offeror has performed). The Offeror should also describe its experience and capacity for designing and implementing large GUC programs to achieve results.

The Management Plan and Institutional Capacity narratives combined must not exceed five pages in length.

e. Personnel (M.3.2)

This section must provide brief biographies and description of roles and responsibilities for each required four key personnel and other professional personnel who will contribute to the completion of the LOE as indicated in Section F.7 of this RFTOP. The Offeror will describe their selection of illustrative STTA for years 1 and 2 of PANI and how the STTA is needed to achieve the projects desired outcomes and results.

The Offeror must indicate the employer for each role – prime or partner; local, U.S., or other. This narrative is an opportunity for the Offeror to elaborate on its vision for implementation through its personnel choices, describing how the proposed individuals are uniquely qualified for their respective roles, how they complement other personnel, and how they will fulfill the responsibilities of this TO. The Offeror must also include information on staff retention on projects of a similar size and scale in a developing country context and how the Offeror deals with staff turnover.

The Personnel section must not exceed five pages in length.

L.13.2 Technical Proposal Annex Content Defined

Table of Annexes

The Offeror must reference annexes in the respective narratives of the appropriate sections of the technical proposal. These annexes are not included in the 30-page limit.

- a. Acronym List
- b. Life of Project Implementation Plan
- c. Monitoring and Evaluation Plan
- d. Past Performance
- e. Gender Equality and Social Inclusion (GESI) Action Plan
- f. Management Structure Organizational Chart(s)
- g. Additional Personnel Requirements
- h. Letters of commitment from subcontractors and implementing partners (if any)
- i. Technical LOE Chart
- j. Branding Implementation Plan and Marking Plan
- k. Government Engagement Plan
- l. Grants Under Contract Program Concept

a. Acronym list. Self-Explanatory.

b. Life of Project Implementation Plan (M.3.1 and M 3.2)

The Offeror must include as an annex to the technical approach a Life of Project (LOP) Implementation Plan with milestones indicating when the proposed tasks will be implemented. The plan must directly align with the proposed technical approach and logically lead to the program purpose, goal, and intermediate results described in the statement of work (Section C) and Section F. If the Offeror is part of

a consortium, the implementation plan will clearly indicate which organization in the consortium will be responsible for achieving which aspects of the implementation plan.

c. Monitoring and Evaluation Plan (M.3.1)

The Offeror must include as an annex to the proposal a draft M&E Plan with indicators proposed for the goal, IR, and sub-IR levels of program implementation. The draft M&E Plan must propose annual and life-of-program targets for each indicator, means of verification and methods of data collection for each indicator, and key assumptions related to the achievements of the activity's planned results.

d. Past Performance (M.3.3)

The Offeror must provide past performance information for itself and each major subcontractor as an annex to the technical proposal in accordance with the following:

- Up to five of the most recent (last five years) and relevant contracts or assistance instruments for efforts similar to the work in the subject proposal. The most relevant are recent contracts of similar size, scope, and complexity.
- Provide for each of the contracts listed above a list of contact names, job titles, mailing addresses, phone numbers, e-mail addresses, and a description of the performance to include:
 - Scope of work or complexity/diversity of tasks;
 - Primary location(s) of work;
 - Term of performance;
 - Skills/expertise required;
 - Dollar value; and
 - Contract type, i.e., fixed-price, cost reimbursement, etc.

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

If extraordinary problems impacted any of the referenced contracts, provide a short explanation and the corrective action taken (FAR 15.305(a)(2)).

e. Gender Equality and Social Inclusion (GESI) Action Plan

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 goal of the activity. 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.

The Offeror is 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

The Offeror must submit an original, thoughtful, and succinct narrative – no longer than 2 pages – in an annex describing the ways in which the Offeror will incorporate GESI into the performance of this contract, including internal management and staffing, annual work planning, carrying out specific

interventions, and monitoring and evaluation. Additionally the Offeror will describe how they will build on established and emerging best practices for biodiversity and climate change programming.

f. Management Structure Organization Chart(s) (M.3.2)

The Offeror must attach as an annex a well-defined Management Structure Organizational Chart showing key personnel and other professional personal and where they are based, IR and sub-IR responsibilities, reporting structure, and linkages to GON. Prime and subcontracts or partner roles must be clearly portrayed.

g. Additional Personnel Requirements (M.3.2)

Offerors are prohibited from requiring exclusive commitment of key or non-key personnel.

Curriculum Vitae (CV). CVs of proposed key personnel and other professional personnel listed in the LOE chart (attachment 5) must be included as an annex to the Technical Proposal. Individual CVs are limited to two pages and must not contain any salary information.

Letters of Commitment. The Offeror must submit a signed non-exclusive statement for each individual proposed as key personnel confirming his/her intention to serve in the stated position and his/her availability to serve for the term of the proposed contract. Statements must not contain salary information. Statements are not needed for non-key personnel.

Reference Checks. The Offeror must submit at least three points of contact for each proposed key personnel including contact name, professional relationship, e-mail, and phone number. References are not needed for non-key personnel.

h. Letters of Commitment – Subcontractors, Partners (M.3.2)

The Offeror must submit a signed non-exclusive statement for each subcontractor or partner organization confirming their intention to supply the required services and expertise for the duration of the contract period. The Offeror must include additional federal contract eligibility identification information such as DUNS and SAMs registration in the letter content. Statements must not contain budget information. Offerors are prohibited from requiring exclusive commitment of subcontractors and partners.

i. Technical Level of Effort (LOE) (M.3.2)

The Offeror must complete the Level of Effort (LOE) chart using the attached spreadsheet, Section J, Attachment 5 for all indicated labor categories, direct and subcontracted. The Offeror should provide names of proposed individuals for each position in the LOE chart, Attachment 5. The Offeror must not express any cost or price information.

In addition to the LTTA LOE, the Offeror must provide illustrative STTA LOE for years 1 and 2 of the project, detailing how many workdays each individual will devote to the implementation of the PANI program. This LOE can be mid or senior level and in any labor category from the IDIQ.

j. Branding and Marking Plan (M.3.1)

The Offeror must submit as an annex a draft Branding and Marking Plan consistent with the Branding Strategy in Section D and with content as required by the Agency's Automated Directive System (ADS) Chapter 320. A Branding Implementation Plan describes how the program will be communicated to beneficiaries and promoted to host-country citizens; it outlines the events and materials the contractor will use to deliver the message that the assistance is from the American people. The contents of the Branding

Implementation Plan are described in ADS 320.3.2.2. A Marking Plan is a plan that USAID Implementing partners provide detailing the public communications, commodities, program materials and other items that will visibly bear or be marked with the USAID Identity. It also requests any exceptions to marking. Marking Plan contents are described in ADS 320.3.2.4. The Offeror must identify proposed exceptions in accordance with ADS 320.3.2.5.

k. Government Engagement Plan (M.3.1 and M.3.2)

In two pages or less, the Offeror must 1) identify the key governance and policy barriers to sustainable and integrated water management in Nepal and 2) its approach to bringing together the diverse government stakeholders involved in water management in Nepal. Explain strategies to strengthen GON coordination and encourage holistic water resources management and how the project will work with GON at the national, district and local level to achieve project results. The Offeror should also give an indicative estimate of the level of engagement for the various ministries and government agencies.

l. Grants Under Contract Program Concept (M 3.1 and M 3.2)

In two pages or less, the Offeror will outline their concept for the PANI GUC program and explain how their GUCs program enhances their proposed technical approach. Offerors will outline in their proposals the types of award/activities to be covered under the GUCs program, staffing requirements, and previous experience and results achieved with this type of mechanism.

L.14 INSTRUCTIONS FOR THE PREPARATION OF THE COST PROPOSAL

The Cost Proposal must be written in English. The Offeror must use 8.5 inch by 11 inch (210mm by 297mm) paper, numbered, single-spaced pages in PDF for biodata forms and NICRAs, Word for narratives, and unlocked Excel spreadsheets for budget data. A PDF version of the Excel spreadsheet may be submitted in addition to the Excel version at the Offeror's discretion, however, the official cost proposal submission is the unlocked Excel version. The Offeror must not use a type smaller than Times New Roman 11 point font for Word documents and 9 point font for spreadsheets.

L.14.1 Table of Cost Proposal Contents:

1. Budget Spreadsheets (Attachment 8)
2. Budget Narrative Detail
3. Contractor Employees Biographical Data Sheet (AID 1420-17)
4. Negotiated Indirect Cost Rate Agreement (NICRA)
5. Daily Rate Chart by Labor Category (Attachment 6)

L.14.2 Cost Proposal Content Details

1. Budget Spreadsheets. The Offeror must include budget plug figures for GUCs in the budget format provided. The Offeror must submit a summary budget using the cost categories listed below for the prime and each major subcontractor. For each summary budget, the Offeror and each subcontractor must develop and submit its budget detail according to the same line items in the summary budget. The Offeror must break down summary and detailed budgets according to funding earmark. Please use the Summary Budget Template in Section J (Attachment 8).

2. Budget Narrative. For each budget detail line item of the prime and for each major subcontractor/partner, the Offeror must submit a narrative explaining how costs were derived and

justifying the necessity of the cost in the successful performance of the TO. The Offeror must also discuss its allocation methodology for budgeting and reporting based on funding earmark, i.e. Biodiversity and GCC Adaptation. The Offeror must also ask for a letter of credit consideration for the GUC program, if desired.

3. Biodata Forms. The Offeror must submit Contractor Employee Biographical Data Sheet forms (AID 1420-17) for all key and other personnel comprising the LOE listed in Attachment 6. This includes biodata forms for STTA personal listed in Attachment 6.

4. NICRA

a) The Offeror must include a complete copy of its most current Negotiated Indirect Cost Rate Agreement (NICRA) or other documentation from its cognizant Government Audit Agency, if any, stating the most recent final indirect cost rates. The proposal must also include the name and address of the Government Audit Agency, and the name and telephone number of the auditor.

b) If the Offeror does not have a NICRA, audited balance sheets and profit and loss statements for the last two complete years, and the current year-to-date statements (or such lesser period of time if the Offeror is a newly- formed organization), must be included in the proposal. The profit and loss statements must detail the total cost of goods and services sold, including a listing of the various indirect administrative costs, and be supplemented with information on the Offeror's customary indirect cost allocation method together with supporting computations of the basis for the indirect cost rate(s) proposed.

c) The indirect cost information requirements of (a) and (b) above are required for each cost reimbursement time and materials type subcontract.

d) The Offeror must propose ceilings on their final indirect cost rates which will be included in Section B at the time of contract award.

e) NICRAs, if any, are required for subcontractors providing more than 20 percent of the LOE or 10 percent of the prime contractor's proposed cost (excluding fee).

5. The Offeror must prepare and submit a chart of annual LOE Daily Rates (Attachment 6) for all indicated personnel categories by year. These rates must be unburdened and consistent with the IDIQ.

L.14.3 Clarity and Uniformity of Budgets

USAID/Nepal requires budgets that are easy to read, detailed, and clear. USAID/Nepal further requires that all budgets submitted electronically include the formulas used for each calculation, rather than being saved as a single digit per cell; this facilitates budget review.

Narratives must be comprehensive and indicate how costs were derived. Offerors bear the burden of ensuring that all cost elements are necessary and reasonable for the program.

USAID/Nepal expects unit costs, salary ranges, and ODC estimates to be similar across the members of any given consortium. The Offeror is encouraged to discuss amongst the members of their consortia how to harmonize per diem, transport, and lodging costs, as well as other costs such as staff salaries and benefits, before preparing and submitting their proposals.

L.14.4 General Assumptions and Other Instructions

1. The below annual salary range by position title/category (based on U.S. Embassy Local Compensation Plan (LCP)) must be used for Cooperating Country National (CCN) and Third Country National (TCN) staff hired to work under this TO. Contractors preparing salaries for comparable positions in excess of the LCP or inclusive of excess benefits must identify these salaries and request a waiver in accordance with AIDAR 722.170. STTA positions are not comparable to the LCP and therefore not subject to waiver requirements.

Unburdened Salary Ranges			
Category	FSN Level	Low (US\$)	High(US\$)
Clerical	1-5	2,631	8,006
Administrative Assistants	6-7	5,964	11,678
Junior Level Program Assistant	8-9	9,888	18,333
Mid-Level Program Manager	10	15,543	23,314
Senior Level Manager	11-12	19,182	37,948
Fringe Benefits (Bonus, Provident Fund, Holiday Bonus, Retirement Fund, Others)		57%	57%

2. The Offeror must use the exchange rate of US\$1=NRs.95 (NRs.=Nepali Rupees).

3. GUCs are not eligible for fee payment under this TO. The Offeror must exclude GUCs from fee calculations.

4. USAID estimates a total LOE between 60,000 and 75,000. This includes the technical LTTA and STTA in the LOE chart (Attachment 5) as well as the junior technical staff and program support staff of any level for which the Offeror will need to budget but not include in the LOE schedule. For example, PANI will need a full time Finance Manager and finance support staff, a full time Grants Manager and grants/procurement staff, field assistants *etc* but these roles are not included in the LOE schedule. It is anticipated that the majority of LTTA positions will be filled with local candidates.

L.15 GOVERNMENT OBLIGATION

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. 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.

[END OF SECTION L]

SECTION M – EVALUATION FACTORS FOR AWARD

M.1 GENERAL INFORMATION

FAR 52.215.-1(f)(4) is restated here for emphasis: “The Government intends to evaluate proposals and award a [Task Order] 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 will evaluate Offerors in accordance with this Section of the RFTOP. An award, if any, will be made to the responsible Offerors whose proposal represents the best value to the U.S. Government. “Best value” means the expected outcome of an acquisition that, in the Government’s estimation, provides the greatest overall benefit in response to the requirement.

The submitted technical information will be evaluated by a Technical Evaluation Committee (TEC) using the technical criteria indicated in Section M.3. The TEC may include experts who are not employees of the Federal Government.

M.2 SOURCE SELECTION AND THE RELATIVE IMPORTANCE OF TECHNICAL AND COST CRITERIA

Consistent with the parameters of FAR Part 15, the objective of this source selection is to select the proposal that affords the best value to the U.S. Government.

All evaluation factors other than cost, when combined, are significantly more important than cost. However, Offerors are notified that cost may become the determining factor in a best value decision in accordance with FAR 15.1 using a tradeoff process. The U.S. Government may consider award to other than the lowest priced Offerors or other than the highest technically rated Offerors.

M.3. TECHNICAL EVALUATION

GESI is a cross-cutting programmatic requirement. Therefore, the Offeror’s approach to GESI (see L.13.2e and C.7 will be evaluated in each of the below factors as relevant to the factor.

The factors for this RFTOP are Technical Approach; Management Plan and Institutional Capacity; and Past Performance. All factors are equally important. Criteria under each factor are equally important to the overall factor.

Offerors should note that these criteria: (1) serve as the standard against which all proposals will be evaluated, and (2) serve to identify the significant matters that Offerors must address in their proposals.

M.3.1. Technical Approach (L13.1c and L13.2b,c,e,j,k,l)

- a. The degree to which the proposed approach narrates a clear, logical, innovative, sustainable, and technically sound plan to implement PANI and complies with the requirements of this RFTOP.
- b. The degree to which the proposed approach is complementary to the activities of other major actors in the USAID/Nepal, GON, and other donor portfolios.

- c. The degree to which the proposed approach, including the Implementation and M&E Plans, defines an aggressive but realistic schedule with measurable results towards the achievement of PANI goals and results.

M.3.2 Management Plan and Institutional Capacity (L13.1d,e and L13.2e, f,g,h,i,k,l)

- The degree to which the institutions and partners proposed demonstrate sufficient corporate experience to implement a freshwater conservation and climate change adaptation project of this scale and complexity in a similar context.
- The degree to which the proposed approach and methods for fostering key management and implementation relationships with the GON on all levels are realistic and responsive to the requirements and objectives of the program.
- The degree to which the proposed personnel possess relevant experience, meet or exceed qualifications, and present a logical and efficient use of resources.

M.3.3 Past Performance (L13.2d)

1. Performance information will be used for both the responsibility determination and best value decision. USAID may use performance information obtained from other than the sources identified by the offeror/subcontractor. USAID will utilize existing databases of contractor performance information and solicit additional information from the references provided in Section L.12.2 of this RFTOP and from other sources if and when the Contracting Officer finds the existing databases to be insufficient for evaluating an offeror's performance.

2. Adverse past performance information to which the offeror previously has not had an opportunity to respond, will be addressed in accordance with the policies and procedures set forth in FAR 15.3.

3. USAID will initially determine the relevance of similar performance information as a predictor of probable performance under the subject requirement. USAID may give more weight to performance information that is considered more relevant and/or more current.

4. The contractor performance information determined to be relevant will be evaluated in accordance with the subcriteria below:

- a. Quality of product or service, including consistency in meeting goals and targets.
- b. Cost control, including forecasting costs as well as accuracy in financial reporting.
- c. Schedule, including the timeliness against the completion of the contract, task orders, milestones, delivery schedules, and administrative requirements (e.g., efforts that contribute to or affect the schedule variance).
- d. Business relations, addressing the history of professional behavior and overall business-like concern for the interests of the customer, including the contractor's history of reasonable and cooperative behavior (to include timely identification of issues in controversy), customer satisfaction, timely award and management of subcontracts, cooperative attitude in remedying problems, and timely completion of all administrative requirements.
- e. Management of key personnel, including appropriateness of personnel for the job and prompt and satisfactory changes in personnel when problems with clients were identified.

The performance of this work will take place in Nepal and therefore the TOCO has determined that small business utilization criterion is not relevant to this TO.

An offeror's past performance will not be evaluated favorably or unfavorably when:

- (1) The offeror lacks relevant performance history,
- (2) Information on performance is not available, or

(3) The offeror is a member of a class of offerors where there is provision not to rate the class against a sub factor.

When this occurs, an offeror lacking relevant performance history is assigned a "neutral" rating. Prior to assigning a "neutral" past performance rating, the contracting officer may take into account a broad range of information related to an offeror's performance.

M.4. COST EVALUATION

Points will not be awarded for cost. Cost proposals will be evaluated for realism in accordance with the process described in FAR 15.404-1(d)(2) to determine probable cost which must be used for the purposes of evaluation to determine the best value.

When technical proposals approach equivalent strength rating, total cost including fee and cost effectiveness and efficiency will be considered by the TOCO as part of the cost-technical trade-off analysis.

[END OF SECTION M]