



USAID | **NEPAL**
FROM THE AMERICAN PEOPLE

Issuance Date: January 5, 2015
Questions Due: January 12, 2015, 09:00 Nepal time
Closing Date: February 5, 2015
Closing Time: 09:00 Hours, Nepal time

**Subject: Request for Proposals (RFP) No. SOL-367-15-000009
USAID/Nepal Monitoring & Evaluation (M&E) and Learning**

Dear Potential Offerors:

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

This is a full and open competition, under which any type of organization (large or small commercial [for profit] firms, educational institutions, and non-profit organizations) is eligible to compete. The procedures set forth in FAR Part 15 shall apply.

USAID plans to award a Cost plus Fixed Fee (CPFF) Term Type Contract subject to availability of funds. The estimated period of performance for this Contract is five years from the effective date of award. The *estimated* effective date is April 15, 2015.

Offerors must propose costs that they believe are realistic and reasonable for the work. Cost proposals will be evaluated as part of a best value determination for Contract award. **The Government intends to evaluate proposals and award a Contract without discussions with Offerors in accordance with FAR 52.215-1(f)(4) , therefore Offerors are advised to review the RFP in detail, raise questions, and request clarifications by the due date, and submit a comprehensive proposal meeting all of the requirements of this RFP by the due date.**

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

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

Offerors must submit proposal in accordance with Section L of this solicitation. Offerors must submit proposals by email to kathmanduoaexchange@usaid.gov with a subject line "Reference to the RFP No. SOL-367-15-000009". Questions and concerns related to this solicitation must be submitted to kathmanduoaexchange@usaid.gov no later than time and date indicated in the header of this letter.

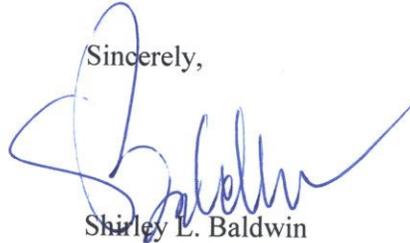
Please pay careful attention to Section K - Representations, Certifications and Acknowledgements of the accompanying Request for Proposals. Offerors are now expected to comply with FAR clause 52.204-7, System for Award Management (SAM), and complete the representations and certifications electronically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

Offerors must carefully adhere to Section L - Instructions to Offerors. Sections B through J of the solicitation will become the basis for the Contract. Any blanks or "TBD (To Be Determined)" in Sections A-J will be completed by the Contracting Officer before award.

Issuance of this solicitation does not in any way obligate the U.S. Government to award a Contract nor does it commit the U.S. Government to pay offerors 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.

Thank you for your interest in USAID programs.

Sincerely,



Shirley L. Baldwin
Contracting Officer

SOLICITATION, OFFER AND AWARD

		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING		PAGE 1 of 126+attachments	
2. CONTRACT NUMBER		3. SOLICITATION NUMBER SOL-367-15-000009		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED	
7. ISSUED BY Office of Acquisitions and Assistance (OAA) USAID/Nepal GPO Box 295, US Embassy Maharajgunj, Kathmandu Nepal				8. ADDRESS OFFER TO (If other than Item 7) CODE 72000			

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

SOLICITATION

9. Sealed offers in original and N/A copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried, in the depository located in _____ until 09:00 Nepal Time local time February 5, 2015
(Hour) (Date)

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

See Cover Letter

11. TABLE OF CONTENTS See Attached Table of Contents

(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
X	A	SOLICITATION/CONTRACT FORM		X	I	CONTRACT CLAUSES	
X	B	SUPPLIES OR SERVICES AND PRICES/COSTS		PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
X	C	DESCRIPTION/SPECS./WORK STATEMENT		X	J	LIST OF ATTACHMENTS	
X	D	PACKAGING AND MARKING		PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	INSPECTION AND ACCEPTANCE		X	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
X	F	DELIVERIES OR PERFORMANCE		X	L	INSTR., CONDS., AND NOTICES TO OFFERORS	
X	G	CONTRACT ADMINISTRATION DATA		X	M	EVALUATION FACTORS FOR AWARD	
X	H	SPECIAL CONTRACT REQUIREMENTS					

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

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT \$.00	21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(a) () <input type="checkbox"/> 41 U.S.C. 253(c) ()		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM
24. ADMINISTERED BY (If other than Item 7) Office of Acquisition and Assistance (OAA) USAID/Nepal GPO Box 295 U.S. Embassy, Maharajgunj, Kathmandu, Nepal		25. PAYMENT WILL BE MADE BY Office of the Controller (OC) USAID/Nepal GPO Box 295 U.S. Embassy, Maharajgunj, Kathmandu, Nepal	
26. NAME OF CONTRACTING OFFICER (Type or print) Shirley L. Baldwin		27. UNITED STATES OF AMERICA (Signature of Contracting Officer)	28. AWARD DATE Page 3 of 126

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 Contract is to support the achievement of USAID/Nepal's Country Development Cooperation Strategy (CDCS) Development Objectives by assisting the Mission in planning, designing, conducting, disseminating, and learning from more rigorous monitoring and evaluation of development activities. This includes designing and implementing both quantitative and qualitative evaluations and assessments, as well as providing expert analysis and technical assistance to USAID/Nepal's programs.

The Contract will also support the Mission to measure the effectiveness of its efforts to promote gender equality and inclusion of persons with disabilities, LGBTI individuals, and historically disadvantaged caste and ethnic groups.

USAID/Nepal will use the products and deliverables from this contract to (a) facilitate informed program management, (b) shape the longer-term strategic direction of programs and decision-making within the Mission, and (c) enable USAID/Nepal to comply with Agency accountability and M&E requirements.

B.2 CONTRACT TYPE

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

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 TBD. The fixed fee is To Be Determined (TBD). The total estimated cost plus fixed fee for the Contract Period is TBD. The Contractor shall not 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. The Contractor shall not exceed the aforesaid obligated amount.

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

B.4 LINE ITEMS

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

Item	Cost Category	Total All Years
a.	Salaries and Wages	\$(TBD)
b.	Fringe benefits	\$(TBD)
c.	Travel, Transportation and Perdiem	\$(TBD)
d.	Equipment (Capital)	\$(TBD)
e.	Supplies (General Equipment)	\$(TBD)

f.	Contractual	\$(TBD)
g.	Other Direct Costs	\$(TBD)
h.	Total Estimated Costs	\$(TBD)
i.	Indirect Costs	\$(TBD)
j.	Fees-Profit	\$(TBD)
k.	Total estimated cost plus fixed fee	\$(TBD)

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

Compensation of personnel under this Contract or any resulting subcontract must be in accordance with this Section and AIDAR 752.7007 Personnel Compensation (July 2007), see Sections H.11 and H.12, not to exceed ceiling rates stated in this Section.

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 Section TBD.

(a) This Contract includes the rates set forth below.

Each daily rate for personnel listed below is “unburdened” and must only include salary costs or consulting rates of the individual providing the services. The daily rate for personnel must not include additional costs including but not limited to: payroll costs (fringe benefits, FICA, etc.), indirect costs applicable to labor, or profit/fee.

The daily rates set forth below are fixed [annually or for the term of the Contract TBD] and are for an eight hour day, and apply to the prime contractor and all subcontractors.

If a new subcontractor is proposed for a contract other than a fixed-price basis, the CDRs set forth below will apply. All such subcontracts are subject to consent by the CO.

(b) The unburdened daily rate for each labor category according to level is indicated in the table below:

Unburdened Ceiling Daily Rates (CDR)		Daily Rate				
Labor Category and Level		YR1	YR2	YR3	YR4	YR5
Senior Level	Level (Senior or Mid)					
Long Term Technical Assistance	TBD	TBD	TBD	TBD	TBD	TBD
Chief of Party (Senior M&E Specialist)	TBD	TBD	TBD	TBD	TBD	TBD
Deputy Chief of Party (M&E Specialist)	TBD	TBD	TBD	TBD	TBD	TBD
Performance Monitoring Specialist	TBD	TBD	TBD	TBD	TBD	TBD
Evaluation Specialist	TBD	TBD	TBD	TBD	TBD	TBD

Statistician/Data Analyst	TBD	TBD	TBD	TBD	TBD	TBD
Training/Capacity Dev't Specialist	TBD	TBD	TBD	TBD	TBD	TBD
Short Term Technical Assistance (STTA)		TBD	TBD	TBD	TBD	TBD
Impact Evaluation Experts (Senior)	Senior	TBD	TBD	TBD	TBD	TBD
Impact Evaluation Experts (Mid Level)	Mid	TBD	TBD	TBD	TBD	TBD
Performance Evaluation Experts (Senior)	Senior	TBD	TBD	TBD	TBD	TBD
Performance Evaluation Experts (Mid Level)	Mid	TBD	TBD	TBD	TBD	TBD
Assessment Experts (Senior)	Senior	TBD	TBD	TBD	TBD	TBD
Assessment Experts (Mid Level)	Mid	TBD	TBD	TBD	TBD	TBD
Subject Matter Experts (Senior)	Senior	TBD	TBD	TBD	TBD	TBD
Subject Matter Experts (Mid Level)	Mid	TBD	TBD	TBD	TBD	TBD
M&E Training Expert (Senior)	Senior	TBD	TBD	TBD	TBD	TBD
M&E Training Expert (Mid Level)	Mid	TBD	TBD	TBD	TBD	TBD

(c) Definitions of labor categories and minimum qualifications for “Senior” and “Mid-Level” are as stated in Section C.7.

B.6 INDIRECT COSTS/RATES

The Contract clause entitled “Allowable Cost and Payment (JUNE 2013)”, FAR 52.216-7, specifies that the indirect cost rates shall be established for the Contractor’s accounting periods that apply to this Contract. Pending establishment with the United States Government of revised provisional or final indirect cost rates, allowable indirect costs shall 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. (Major subcontractors” are those subcontractors expected to perform at least 20% of the technical effort.)

Description	Rate	Base	Type	Period
		1/	1/	1/

[To be determined]

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

B.7 QUICK CLOSEOUT AND CEILING ON INDIRECT COST RATES

(1) Reimbursement for allowable indirect costs shall 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 Contracting Officer.

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

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

(5) Closeout of this Contract will be carried out as per FAR42.708 Quick-closeout procedure.

B.8 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.9 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 shall 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 Level of Effort stipulated in the Contract budget, the total amount of fixed fee shall be reduced in similar proportion. For example, if the Contractor has expended 85% of the total level of effort, then the Contractor is entitled to 85% of the fixed fee amount, provided that the performance has been satisfactory. The total amount of Fixed Fee is payable upon receipt of the Contractor's statement that the level of effort specified in the contract has been expended in performing the contract work.

[END OF SECTION B]

SECTION C: STATEMENT OF WORK

C.1 PURPOSE

The USAID/Nepal Monitoring and Evaluation (M&E) Contract seeks to support achievement of USAID/Nepal's Country Development Cooperation Strategy (CDCS) Development Objectives by assisting the Mission in planning, designing, conducting, disseminating, and learning from more rigorous monitoring and evaluation of development activities. This includes designing and implementing both quantitative and qualitative evaluations and assessments, as well as providing expert analysis and technical assistance to USAID/Nepal's programs. The Contract will also support the Mission to measure the effectiveness of its efforts to promote gender equality and inclusion of persons with disabilities, LGBTI individuals, and historically disadvantaged caste and ethnic groups. USAID/Nepal will use the products and deliverables from this contract to (a) facilitate informed program management, (b) shape the longer-term strategic direction of programs and decision-making within the Mission, and (c) enable USAID/Nepal to comply with Agency accountability and M&E requirements.

C.2 BACKGROUND

In its 2014-2018 CDCS, approved in March 2014, USAID/Nepal outlined plans to employ a broad, multi-faceted Collaborating, Learning and Adapting (CLA) methodology. Broadly shepherded from USAID's Bureau for Policy, Planning and Learning, CLA describes an approach based on the understanding that development efforts can yield more effective results if they are coordinated and collaborative, test promising new approaches in a continuous yet also rapid, targeted search for generating improvements and efficiencies, and build on what works and eliminate what doesn't. CLA's purpose is to create a living, operational strategy during the CDCS's five years, responsive to what USAID is learning during program implementation and changes in Nepal's operating environment.

An influential donor in Nepal, USAID/Nepal expects to program an estimated \$400 million in foreign assistance in the areas of effective and inclusive governance, sustainable and inclusive economic growth to reduce poverty, and increased human capital (education and health) over the FY 2014-2018 CDCS period.

USAID/Nepal's Performance Management Plan (PMP) outlines the high-level performance and context indicators that will be used to measure progress toward the CDCS Objectives, as well as a CDCS learning agenda and evaluation plan and questions. This M&E Contract is expected to become USAID/Nepal's support vehicle for implementing the PMP.

Rigorous M&E is a major focus of reforms to improve development effectiveness, performance, transparency, accountability and learning as part of the ambitious *USAID Forward* program. Towards this goal, USAID's performance monitoring regulations and Evaluation Policy mandate rigorous measurement of the performance and impact of development interventions, to support evidence-based decision making. Notable requirements include:

- Identifying objectively verifiable indicators, during the project design phase, to effectively measure whether desired results are being achieved;
- Identifying evaluation questions during the project design phase;
- Collecting high-quality baseline data for variables that correspond to key project outcomes and impacts;
- Collecting, maintaining and reviewing performance data;
- Reviewing and analyzing performance results and targets at least annually, and updating if needed;

- Conducting data quality assessments as needed;
- Establishing, in cases where impact evaluations are undertaken, a parallel evaluation mechanism at project inception to accompany implementation;
- Conducting at least one performance evaluation of each large project (defined as equal or exceeding in dollar value the mean (average) project size for the Mission); and
- Conducting an impact evaluation of any activity with a project involving untested hypotheses or designed as a “pilot” or “proof of concept.”

Consistent with these requirements, USAID/Nepal is committed to strengthening practices that foster a results-oriented culture. Towards this end, the Contractor will be expected to work collaboratively with Mission staff and implementing partners to provide fast, flexible, robust and rigorous monitoring, evaluation, and related analysis and support under a single, integrated umbrella contract.

Historically, USAID/Nepal’s M&E efforts have focused on relatively short-term projects and activities rather than at a strategic, Mission-wide level. By combining M&E efforts under this contract, USAID/Nepal seeks to ensure greater coordination and harmonization of M&E across Development Objective (DO) teams, with an aim to focus more explicitly on measuring and improving development performance and progress toward achieving the goals of the CDCS. The Mission believes that this long-term contract will support greater rigor and coherence in M&E efforts, allow greater flexibility to assess changing situations, support synergies between M&E activities across DOs, and bolster Mission efforts to incorporate *learning* throughout the program cycle.

USAID/Nepal also recently conducted an Organizational Management Assessment, which included recommendations to strengthen Mission M&E processes, clarify M&E roles and responsibilities, build staff M&E capacity, better integrate M&E into project design and implementation, and develop a Mission culture of learning and evidence-based decision making. While USAID/Nepal will take the lead in implementing these recommendations, this Contract is expected to be a tool to help augment the Mission’s M&E functions, build staff capacity, and improve the quality of evaluations, assessments, and studies undertaken by the Mission.

USAID/Nepal is currently preparing to adopt USAID’s AIDTracker Plus Development Information System (AT+). This system will allow implementing partners to enter performance data from the field into a Mission data management system. The system’s ability to aggregate and analyze performance data has great potential to enhance performance management, data analysis, and Mission learning, but only if USAID/Nepal staff and implementing partners use the system effectively. The Mission anticipates a need for this contract to provide ongoing training and support for Mission and implementing partner staff to transition to and effectively use the AIDTracker Plus system.

C.3 MISSION OVERVIEW

Geographically, ethnically, and culturally diverse; historically independent and isolated; nestled in the Himalayan mountains between the giants of India and China—Nepal is in the midst of historic political and social transitions that will influence not only its government and economy but perhaps its very identity. In the aftermath of the 1996-2006 conflict, development continues but is inconsistent in scope and pace. Despite challenges such as poor infrastructure, low agricultural productivity, corruption, and political stalemate, the country has seen remarkable gains in health and education and benefits from some of the world’s strongest community-based volunteer networks. Emerging from centuries of monarchical rule, the domination of an oppressive caste system, a violent conflict, and mismanagement of the economy, Nepal is slowly moving towards prosperity, resilience, and democracy.

The U.S. Government has provided bilateral development assistance to Nepal for more than 60 years, helping to build roads, schools, hospitals, and water systems; dramatically reduce poverty, fertility, and infant mortality rates; and increase literacy. USAID now seeks to build on these gains and use its comparative advantage to help Nepal develop more effective and inclusive political institutions, broaden economic opportunities, and ensure that the population is prepared to take advantage of them. This will be done through the Global Health (GHI), Feed the Future (FtF), and Global Climate Change (GCC) Presidential Initiatives and through investments in democracy, governance, and primary education.

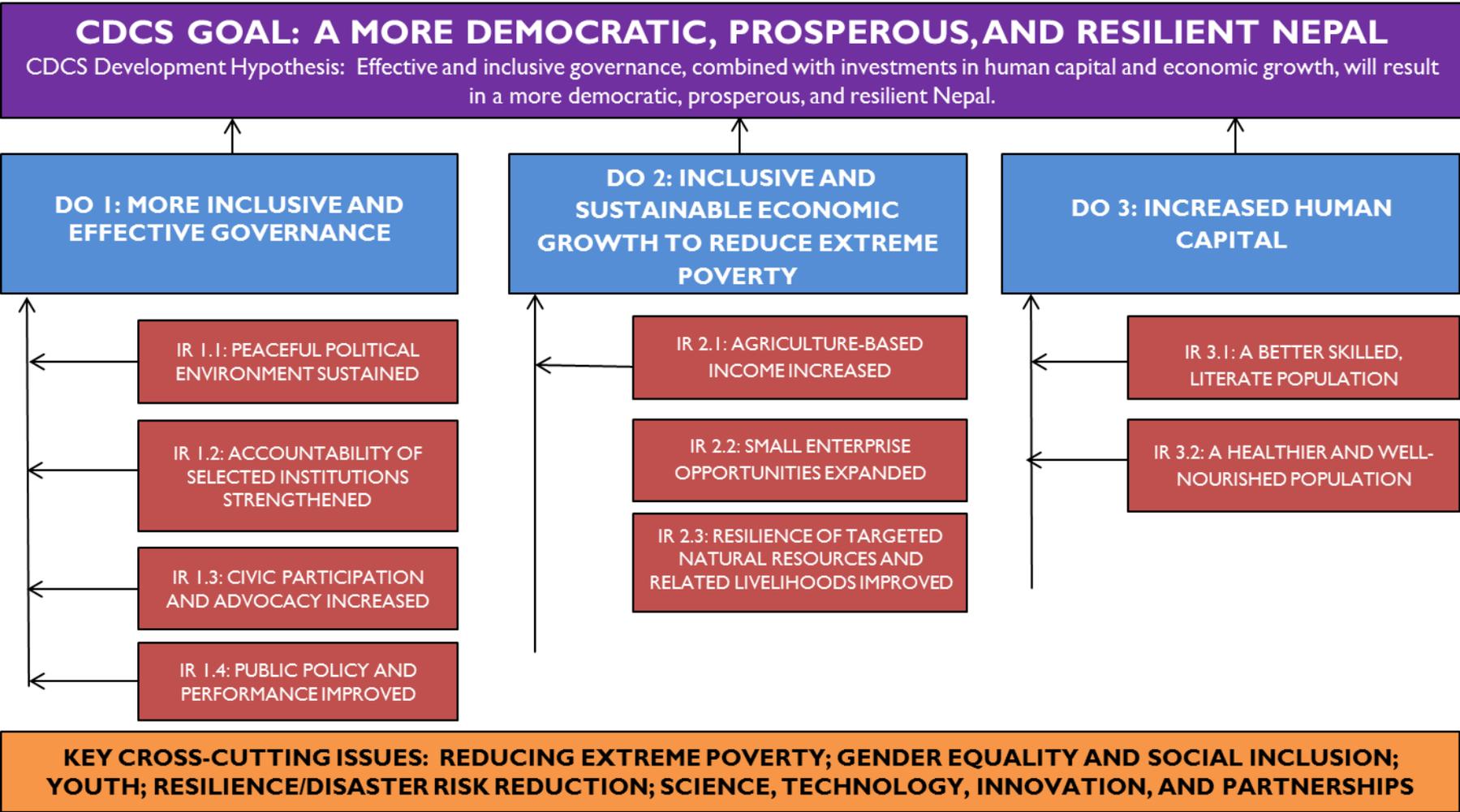
USAID/Nepal's CDCS for 2014-2018 was recently approved and seeks to contribute to achieving the goal of "a more democratic, resilient, and prosperous Nepal." The Mission asserts that the greatest challenges to democracy, resilience, and prosperity in Nepal lie in the capacity of governance institutions at the national and sub-national levels to meet the increasing expectations for political and economic inclusion. The CDCS Development Hypothesis, therefore, is that effective and inclusive governance, combined with investments in economic growth and human capital, will result in a more democratic, resilient, and prosperous Nepal.

The Mission recognizes that development results do not occur in a vacuum, and that a focus on sector-specific activities and results has limitations if treated in isolation. USAID/Nepal believes that if governance is improved through increased institutional capacity, greater accountability, and greater inclusion, results in all sectors will be deepened. To achieve the CDCS goal, the Mission established the following Development Objectives (DOs):

DO 1: More inclusive and effective governance

DO 2: Inclusive and sustainable economic growth to reduce extreme poverty

DO 3: Increased human capital



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The three DOs are mutually reinforcing and are all necessary conditions to achieve the CDCS goal of a democratic, resilient, and prosperous Nepal. On a practical level—because the DOs are so interconnected and because the Mission asserts that greater integration and emphasis on governance will lead to more sustainable results—activities may support results under multiple DOs. For example, USAID’s health interventions are designed to increase healthy behaviors among marginalized groups and to increase their participation in local health governance bodies.

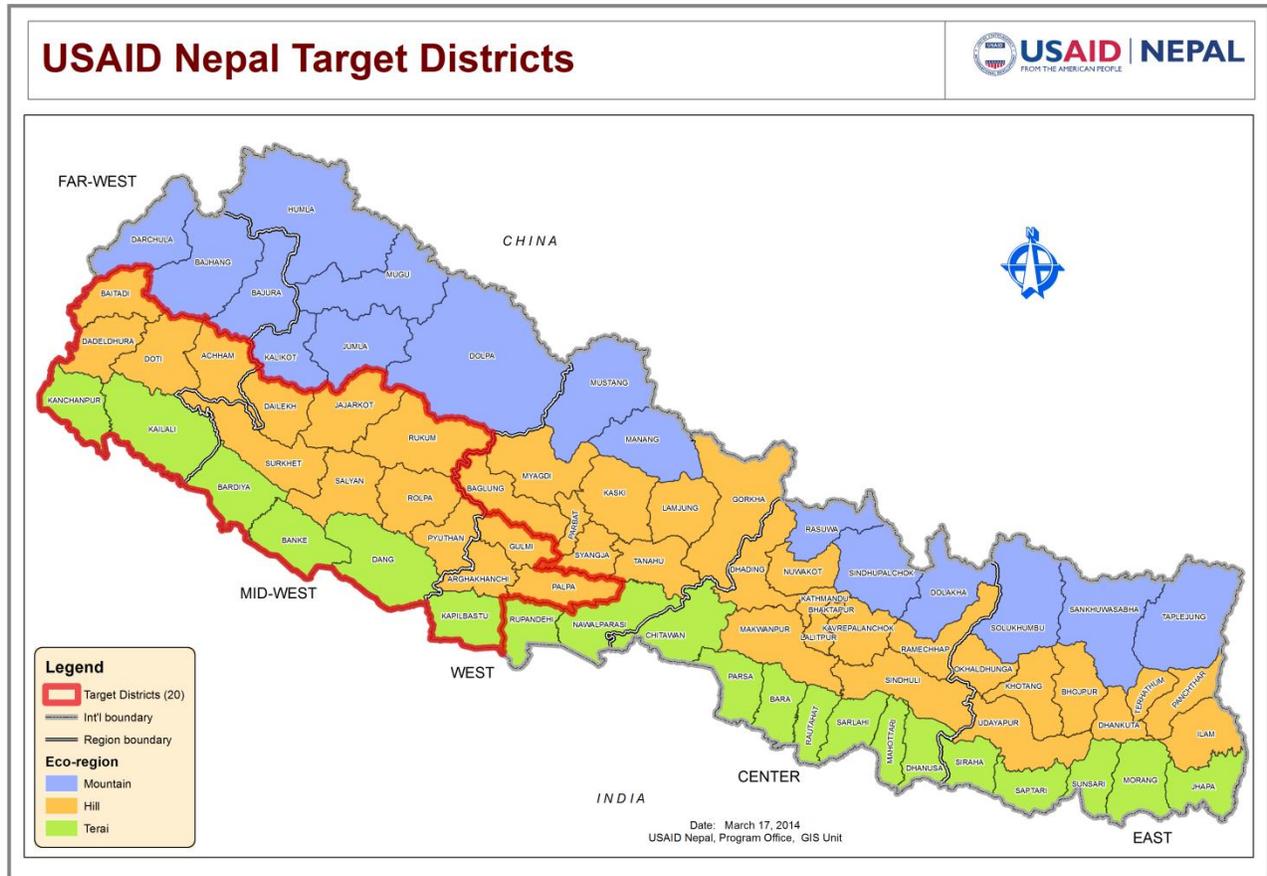
The CDCS heavily emphasizes the importance of gender equality and social inclusion (GESI) as part of good governance, inclusive economic growth and poverty reduction, and improving human capital. USAID’s Gender Equality and Female Empowerment Policy outlines requirements for integrating gender considerations into project and activity design, implementation, and monitoring and evaluation. USAID/Nepal, recognizing the unique and inextricable linkages between gender, caste, and ethnicity in the country, has special requirements to extend gender analysis and integration to include social inclusion as well. Specific requirements include:

- Ensuring that all project and activity M&E plans include appropriate indicators to measure progress toward gender equality and social inclusion and that these indicators are included in the Mission PMP.
- Ensuring that actual annual data are reviewed against planned targets with attention to gaps between the extent to which females and males and members of historically marginalized groups are participating in and benefitting from projects and activities.
- Ensuring that data for sex-disaggregated and gender-sensitive indicators in the Mission PMP are routinely updated and available for use during Portfolio Reviews.
- Analyzing unexpected results (positive or negative) affecting females, males, and historically marginalized groups, and discussing the findings with implementing partners.
- Ensuring that GESI-related learning across projects is regularly shared within the Mission, with other stakeholders in Nepal, and with others in USAID. Learning-focused events such as portfolio reviews, partner meetings, baseline data collection, performance and impact evaluations, and country-level GESI analyses and audits will be used to capture and share such learning.
- The Mission’s full-time GESI Advisor will create or adapt tools for technical teams and AORs/CORs to use in site visits and discussions with implementing partners, to ensure that information is obtained on GESI integration in projects.

Under the CDCS, the Mission implements a number of *projects* and *activities*. USAID’s ADS 200.6 defines a “project” as “a set of executed interventions, over an established timeline and budget intended to achieve a discrete development result through resolving an associated problem. It is linked to the CDCS Results Framework. More succinctly, a project is a collaborative undertaking with a beginning and end, designed to achieve a specific purpose.” USAID/Nepal has five projects under its CDCS: Integrated Governance (DO 1), Feed the Future (DO 2), Natural Resources Management (DO 2), Early Grade Reading (DO 3), and Integrated Health (DO 3). Each of these projects is described and approved within a Project Appraisal Document (PAD) (See ADS 201).

ADS 200.6 defines an “activity” as “a sub-component of a project that contributes to a project purpose. It typically refers to an award (such as a contract or cooperative agreement), or a component of a project such as policy dialogue that may be undertaken directly by Mission staff.” USAID/Nepal has approximately 30 activities, or discrete awards implemented under its five PADs.

Map of CDCS Geographic Focus Regions and Districts



C.4 STATEMENT OF WORK

The primary objective of this contract is to support achievement of the CDCS Development Objectives by assisting the Mission in planning, designing, conducting, dissemination, and learning from high-quality M&E activities.

The M&E Contract will provide USAID/Nepal with flexible, demand-driven services. These services will include technical, analytic, advisory, training, monitoring, evaluation, and related support services. These are necessary for performance measurement, planning, monitoring, evaluation, reporting, activity mapping, and knowledge management and dissemination activities. These services will assist the Mission in complying with evaluation, monitoring, and project design requirements under USAID Forward and USAID’s Automated Directives System (ADS) [201](#) and [203](#).

Services to be provided under this Contract include M&E technical support to the Mission for performance management at the Goal, DO, Project, and Activity levels; designing and conducting evaluations, assessments, surveys, and studies; strengthening Mission knowledge management; and building USAID/Nepal and its implementing partners’ M&E capacity.

It is critical that the Contractor use flexible and adaptable systems and work plans in case of unanticipated changes. Should new M&E priorities arise during the course of this contract, the Contractor must recognize and adhere to adjustment of tasks in line with the overall M&E Contract Statement of Work (SOW).

The Contractor must provide the level of expertise specified by the Mission to complete discrete M&E tasks within the development sectors of health, nutrition and food security, agriculture, environment and natural

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resource management, education, economic growth, and democracy and governance. For a period of five years, the primary Contractor will ultimately be held responsible for carrying out the various components of this activity as outlined below.

While USAID/Nepal seeks to augment its M&E capacity with this Contract, primary responsibility for monitoring and evaluating USAID activities, ensuring data quality, and applying M&E data to programmatic decision-making, rests with the Mission. The responsibilities of the Program Office, DO Teams, Agreement/Contracting Officer Representatives (AOR/CORs), and M&E Specialists are not to be delegated to the Contractor. The Contractor will fully support the work of these staff but will not serve as their representative in the field. The Contractor will make recommendations and observations for USAID program improvements primarily to USAID and not to implementing partners. The Contractor will neither replace nor substitute for (1) the contractual obligations of USAID/Nepal implementing partners for their monitoring or (2) the responsibilities for AOR/CORs, DO Teams, or the Program Office to carry out their monitoring.

USAID/Nepal reserves the right to issue separate solicitations, under any appropriate type of competition, for any potential evaluations, assessments, studies, or other M&E tasks at any time.

To facilitate strong communication and a robust working relationship, the COR and Contractor will organize a monthly meeting schedule. These meetings will provide opportunities to discuss progress on deliverables, share challenges and issues that arise, discuss new information, etc. The Contractor must provide the COR with minutes of these meetings. Any changes to the Contractor's deliverables as a result of these meetings shall be documented in modifications to the Contract or work plan as directed by the USAID Contracting Officer. Approved work plans may be amended at any time during implementation either by suggestion of the Contractor or COR, and such amendments are subject to COR approval.

C.5 PROJECT COMPONENTS

The M&E Contract has three major components as outlined below.

- Component 1:** Support greater rigor and coherence in USAID/Nepal's M&E efforts
- A. Provide technical assistance for the Performance Management Plan (PMP) and Project- and Activity-Level M&E Plans
 - B. Strengthen the capacity of USAID/Nepal staff to conduct M&E tasks and use data effectively
 - C. Strengthen the performance monitoring capacity of USAID/Nepal implementing partners
- Component 2:** Design and conduct analyses, evaluations, surveys, studies, and assessments
- A. Performance and impact evaluations
 - B. Surveys, studies, assessments, and analyses
- Component 3:** Support improved knowledge management within the Mission

C.5 (a) COMPONENT 1: SUPPORT GREATER RIGOR AND COHERENCE IN USAID/NEPAL'S M&E EFFORTS

In June 2014, USAID/Nepal developed its Mission PMP, which included, among other components: indicators (down to the IR level) for each of the three DOs; Performance Indicator Reference Sheets; an indicator tracking table; a learning agenda; a set of evaluation questions; and a task calendar. Following the PMP completion, the Mission conducted an organizational management assessment, during which the Mission agreed upon M&E roles and responsibilities and developed a set of process maps for M&E activities. Upon completion of the organizational management assessment, the USAID/Nepal M&E Team worked with DO

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Teams to conduct an internal assessment of all activity- and project-level M&E plans to ensure alignment with the PMP and required USAID/Washington indicators, identify gaps in data collection or quality, and tentatively select sub-IR indicators.

Under Component 1 of this activity, the Contractor will build on these already completed tasks, supporting the Mission to: solidify sub-IR indicators; refine and regularly update the PMP and project and activity M&E plans; track and analyze changes in the development context to inform decision-making; assess and build the M&E capacity of USAID and implementing partner staff; and identify and address gaps in data collection and/or analysis.

For each of these tasks, the Contractor must work closely with the Program Office and DO Teams, augmenting their M&E capacity but not substituting their overall leadership of M&E processes. In performing these tasks, the Contractor must support the Mission's efforts to promote cross-DO integration and organizational learning. The Contractor must also work to complement and avoid duplicating the efforts of existing USAID/Nepal contractors currently conducting M&E activities (e.g., the Feed the Future local M&E contractor, ongoing impact evaluation contractors, USAID/Washington-contracted expert surveyors, etc.).

In accordance with the approved work plan, the Contractor must:

- Review and recommend refinements to the Mission PMP. This review includes examining indicators at the Goal, DO, IR, and Sub-IR levels—including indicators measuring cross-cutting areas such as gender equality and social inclusion—to assess appropriateness and feasibility. It also includes a review of each of the Performance Indicator Reference Sheets (PIRS), as well as the PMP learning agenda, evaluation questions, task calendar, and indicator tracking table.
- Conduct a phased review of project- and activity-level M&E plans (currently there are approximately 30), noting strengths, weaknesses, inconsistencies, and alignment with required indicators and higher-level indicators in the Mission PMP. This review shall be summarized in one report that contains observations and recommendations for individual M&E plans as appropriate.¹
- Assess baseline data collection already conducted by the Mission, identify gaps, and propose a plan to conduct (as part of Component 2) any assessments, surveys, or other data gathering necessary to build a comprehensive set of baseline data to cover the Mission PMP.² This review shall include examining data disaggregation by sex, caste/ethnicity, and other appropriate vulnerable groups.
- Review the integration of standard and custom gender and social inclusion indicators in the PMP and project- and activity-level M&E plans.
- Assess current USAID/Nepal and implementing partner M&E practices and products; identify strengths, weaknesses, gaps, and opportunities; and recommend improvements.
- In consultation with the Program Office, develop and implement an M&E training plan for USAID/Nepal and implementing partner staff. USAID/Nepal estimates that the Contractor should plan to deliver approximately two full days of training per quarter, with a class size of 20-25 composed of USAID and implementing partner staff. For all anticipated topics, USAID-produced policies, guidance, and/or How-To Notes, exist and must be used to the maximum extent possible. Topics shall be based on the Contractor's assessment of staff capacity. They may include but are not limited to:
 - Developing a Theory of Change, results framework, and/or logical framework;
 - Designing rigorous activity-level M&E plans;
 - Selecting good indicators;
 - Establishing realistic performance targets;

¹ It is envisioned that the Contractor will mainly provide recommendations rather than working extensively with each implementing partner to redevelop its M&E plan.

² Note that, at the time of contract start, it is estimated that baseline data will have been collected for all of DO 1, for the Feed the Future components of DO 2, and for the health portions of DO 3. Education baseline data collection under DO 3 will likely be underway using an Early Grade Reading Assessment instrument, and baseline data collection for the environment components of DO 2 will be underway using a U.S. Forest Service-designed instrument. In general, the Mission's baseline data have been collected through a number of instruments, mainly using population surveys where appropriate.

- Conducting Data Quality Assessments (DQAs);
- Planning for, conducting, and learning from site visits;
- Conducting trend analysis;
- Understanding and using GIS effectively;
- Planning for and using evaluations effectively (including developing good evaluation questions, determining appropriate sample size, various design options for performance and impact evaluations, and integrating gender equality and social inclusion into evaluation designs);
- Developing effective evaluation questions;
- Developing data collection methods – quantitative and qualitative methods;
- Determining samples sizes for evaluation studies;
- Design options for performance and impact evaluations; and
- Using AidTracker Plus (or other USAID performance monitoring or knowledge management systems) to strengthen performance monitoring.

Training shall be tailored to specific groups (e.g., AOR/CORs) and may include both classroom and experiential learning, such as participating in a site visit or DQA for another activity, participating on an evaluation team, helping to facilitate training for others, receiving regular coaching or mentoring, etc. The Contractor shall be responsible for logistical arrangements for any trainings taking place outside of the U.S. Embassy. For trainings within the Embassy, the M&E Contract COR will facilitate logistical arrangements together with the Program Office. Where possible, the Contractor must use existing USAID training materials and tools rather than developing new ones.

- On an ongoing basis, provide technical assistance to USAID/Nepal staff (AOR/CORs, DO Team Directors, M&E Team, etc.) to develop, revise and/or update the Mission PMP and project and activity M&E plans (estimated at one review annually—staggered—for each of the five projects and one review every two years for the approximately 30 activity M&E plans), including the Mission Learning Agenda. Work with USAID/Nepal staff to identify and address gaps in data collection, analysis, and data quality and to ensure that each of these plans adequately reflects the Mission Results Framework and development hypotheses and include critical assumptions and appropriate indicators (both standard and custom). Produce a checklist that AOR/CORs and implementing partners can use to monitor their implementation of the Contractor’s recommendations for activity M&E plans.

USAID/Nepal’s M&E Team will primarily be responsible for maintaining and updating the Mission PMP—including the Indicator Tracking Table, Learning Agenda, M&E Calendar, and PIRS. The Contractor must, on an annual basis, review the updated PMP sections and provide observations and recommendations for improvement.

Where the Mission determines appropriate and efficient, the COR may direct the Contractor to provide targeted M&E support to individual activities or clusters of activities.

While the preparation of project M&E plans is the responsibility of USAID project design teams, and activity M&E plans the responsibility of the respective implementing partners, the Contractor will add value to the process by providing recommendations to USAID to improve the structure, quality, and use of these M&E plans as an effective management tool and by reviewing new M&E plans to ensure appropriateness of indicators and data collection activities, as well as alignment with the Mission PMP. Contractor assistance will include developing protocols for quality data collection, assisting USAID to conduct comprehensive reviews of M&E findings, assisting in indicator selection (especially in cross-cutting areas), and helping to ensure that cross-cutting priorities (such as gender equality and social inclusion) are integrated into M&E processes.

- On an annual basis (likely in November), facilitate half-day workshops with each DO team to discuss results, including what was achieved, how well targets were set, possible explanations for over- or under-achievement, the status of assumptions and game-changers, and findings/progress on the

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Mission Learning Agenda. These workshops will complement but not replace Mission-led portfolio reviews.

- Support the Mission to use AidTracker Plus (or other USAID performance monitoring or knowledge management systems) effectively as part of its performance management.³ This support shall include providing post-installation supplemental training and coaching to USAID and implementing partner staff on the system’s capabilities and limitations. Relevant Mission and implementing partner staff will receive basic training on the system at the time of the AidTracker Plus rollout, and USAID/Washington will provide ongoing technical support as needed. However, the Mission anticipates a need for ongoing capacity building for both USAID and implementing partner staff. The Contractor will propose a plan to provide regular trainings for AOR/CORs (approximately 30) and individual trouble-shooting sessions with M&E specialists. This training is expected to focus mainly on AidTracker functions (data entry specifications, standard and customized report production, use of GIS, etc.) and therefore requires mainly expertise in M&E rather than in IT. The training must particularly focus on ways in which staff can better *use* AidTracker Plus (or other USAID performance monitoring or knowledge management systems) for learning and management decision-making.
- As outlined in the Mission PMP and agreed upon in the work plan, track and analyze changes in Nepal’s development context to inform management decisions. Track selected context indicators, game changers, and programming assumptions laid out in the CDCS and Project Appraisal Documents (PADs).
- Conduct and support USAID to enhance the rigor and geographic coverage of Data Quality Assessments (DQAs).
- Assist USAID staff to prepare for semi-annual portfolio reviews by aggregating data and conducting analyses as requested.
- Assess and provide ongoing support to the Mission’s effective use of GIS for monitoring, evaluation, and decision-making throughout the Program Cycle. This assessment must examine the GIS capability, interface, and limitations of AidTracker Plus, the GIS skills of USAID and implementing partner staff, and the range of GIS tools currently used by the Mission. Based on this assessment, the Contractor shall recommend changes (including a cost estimate and timeline for those changes) and provide ongoing training and coaching to strengthen the capacity of Mission and implementing partner staff to understand and apply GIS data and analysis and to perform basic GIS tasks.
- Support other M&E efforts led by USAID staff as required and deemed appropriate.

Table 1: Component #1 Key Deliverables

<i>PMP Review⁴ Report</i>	The Contractor’s sectoral and M&E experts shall conduct a review and prepare a Report of the Mission PMP, including PIRS, evaluation questions, and learning agenda, and provide a set of written recommendations for: developing or strengthening indicators measuring cross-cutting priorities (such as resilience, Government of Nepal (GON) capacity building, gender equality and social inclusion, and disaster risk reduction), strengthening or streamlining indicators, means of verification, assumptions, indicator definitions, and/or targets; and for improving the relevance, feasibility, timing, and data collection methodology for learning agenda and evaluation questions. The Contractor shall present this report to the Mission in a group setting prior to its approval.
<i>Project and Activity M&E Plan Review</i>	The Contractor’s sectoral and M&E experts shall conduct a review and prepare a Report of project- and activity-level M&E plans, and provide a written analysis of strengths, weaknesses, inconsistencies, and alignment with required

³ AidTracker Plus is a USAID Web-based management information system being rolled out in missions worldwide. It allows implementing partners to upload performance data directly and facilitates performance and knowledge management by linking data to relevant indicators and results and performing data analysis. More information can be found here: http://usaidlearninglab.org/sites/default/files/resource/files/Session%2006%20-%20PITTs_Jan%2022.%202014.pdf.

⁴ Note: It is critical that the PMP and project and activity M&E plan reviews be jointly conducted by both M&E and sectoral experts who can provide recommendations based on internationally accepted best practices for measuring performance in each sector. This review may be conducted by a mix of on-site and remote experts but must include meetings with USAID staff, as described in Table 1.

	and higher-level PMP indicators. As part of this review, the Contractor shall hold meetings with DO Teams to better understand their M&E plans, processes, and capacity. The Contractor shall present this report to the Mission in a group setting prior to its approval.
<i>Assessment of Implementing Partner M&E Processes and Capacity</i>	The Contractor, together with USAID staff, shall visit a sample of implementing partners (sample size to be determined in consultation with the USAID COR) to observe their M&E practices, learn about their challenges and concerns, and broadly assess their performance monitoring capacity. In consultation with the USAID COR, the Contractor may also conduct a survey of implementing partners to determine training needs. The Contractor must also assess the various information management systems that implementing partners are currently using to determine how effective these have been for data collection and analysis and how lessons learned from their use might apply to USAID's use of AidTracker Plus. The Contractor shall provide a written analysis of this assessment and shall present it to the Mission in a group setting prior to its approval.
<i>Assessment of Mission GIS Use</i>	The Contractor shall conduct an assessment of the Mission's collection and use of GIS data and analysis for performance management and decision-making. To conduct this assessment, the Contractor shall hold consultations with the Mission GIS Specialist, the Program Office, the Extended M&E Team, and the DO Teams, as well as with a sample of implementing partners. The Contractor shall provide a written report containing an assessment of strengths, weaknesses, and opportunities, as well as recommendations for more effective collection and use of GIS throughout the Program Cycle. The Contractor shall present this assessment to the Mission in a group setting prior to its approval.
<i>Training Plan, Syllabus, and Course Reference for USAID and Implementing Partner Staff</i>	<p>Based on the above assessments and consultation with the Mission, the Contractor shall submit a detailed M&E training plan for Mission and implementing partner staff. The plan shall include a draft schedule and outline of training content. Trainings shall include a range of M&E topics and must include collection and use of GIS and use of the AidTracker Plus system.</p> <p>The contractor will design a training syllabus and training delivery manual, along with on-the-job assignments for participants to complete after the training, for all related trainings, which will be approved by the USAID COR. For each training, the contractor will design and implement a pre-and post- training assessment to determine how much participants have learned. Post-training assessments may also consist of site visits to view monitoring and evaluation files/data to determine if learning has been incorporated into USAID and implementing partner staff's daily work. The Contractor will provide USAID with a list of training participants and will share hard and soft copies of all course reference materials.</p>
<i>Annual Performance Reports</i>	<p>Working closely with the Mission M&E Team, the Contractor will prepare an annual performance monitoring and data quality report which analyzes and presents data on all performance indicators included in the Mission PMP. The report will note trends in the data, determine if targets have been met, and determine if project outputs and outcomes are consistent with planned changes identified in the Mission CDCS. The report must include data and analysis on context and cross-cutting indicators and assumptions, data aggregation, and trend analysis, as laid out in the work plan.</p> <p>The Contractor will engage in necessary data collection efforts to ensure that data are presented on all PMP indicators and are of high quality. This may</p>

	include collecting data from AidTracker Plus (or other USAID performance monitoring or knowledge management systems) and project and activity M&E plans, summarizing third-party data, assessing data quality, or conducting original data collection efforts. This report will help the Mission prepare for portfolio reviews, the Performance Plan and Report, and annual PMP updates.
<i>Annual Review and Verification of Activity-Level Results and Report</i>	On an ongoing basis, the Contractor will work with AORs/CORs and the M&E Team to review the data collection methodologies, approaches, and other related documentation of implementing partners to ensure that results and indicators are aligned with those of the Mission, definitions are clear, and data reporting formats are standardized to streamline data collection and entry. As new awards are made, the Contractor will assist the AOR/COR and M&E Team to review and refine proposed activity M&E plans. As requested, the Contractor may support the respective AOR/COR in conducting DQAs—including to expand their geographic coverage—but must not do them independently. The Contractor will provide a written annual report on this task, as part of the Annual Performance Reports. See above Annual Performance Report.

C.5 (b) COMPONENT 2: DESIGN AND CONDUCT EVALUATIONS, SURVEYS, STUDIES, AND ASSESSMENTS

A. PERFORMANCE AND IMPACT EVALUATIONS

The purpose of this component, in accordance with the USAID Evaluation Policy and ADS 203, is to design and conduct high-quality evaluations for the USAID/Nepal portfolio. These include performance and impact (experimental and quasi-experimental) evaluations of USAID/Nepal interventions.

In January 2011, USAID released a new evaluation policy aimed at improving accountability, learning, and evidence-based decision making. This policy required increased rigor, objectivity, and transparency in all of USAID's evaluations. Notable new requirements included:

1. Identifying key evaluation questions during the project design phase;
2. Collecting high-quality baseline data for variables that correspond to key project outcomes and impacts;
3. In cases where impact evaluations are undertaken, establishing a parallel evaluation mechanism at project inception to accompany implementation;
4. Conducting at least one performance evaluation of each large project (defined as equal or exceeding in dollar value the mean (average) project size at the mission); and
5. Conducting an impact evaluation of any activity within a project involving untested hypotheses or design as a “pilot” or “proof of concept.”

USAID/Nepal seeks to comply with this policy and recent changes to performance monitoring requirements (see ADS 203) and to more intentionally learn from and make decisions based on M&E findings.

The Contractor must design and conduct a wide array of performance and impact evaluations. The current schedule of evaluations for FY 2015 – FY 2019 can be found in Attachment 1.⁵ In response to the COR's written notification of an evaluation task—which identifies technical parameters including evaluation purpose, intended users of evaluation, key questions for evaluation, background information about the projects or programs to be evaluated, proposed methodology and data collection methods—the Contractor shall develop a written Evaluation Design. The Evaluation Design will finalize the evaluation questions; clarify the theory of change, the methodology and the main features of data collection instruments, involvement of local partners

⁵ USAID/Nepal maintains the right to update or change the evaluation schedule based on management needs.

and stakeholders, data analysis plan, and dissemination plan, including consideration of key stakeholders and proposed deliverables for effective use and communication of evaluation results. The Design shall include a data disaggregation plan.⁶ The methodology description shall note both strengths and limitations of the proposed methodology. The Contractor shall submit the Evaluation Design for written COR approval within one month from the COR's written notification of an evaluation task. Evaluation Designs may be revised as needed with the concurrence of the COR to respond to comments from the COR or to reflect changes on the ground.

In accordance with the approved work plan, the Contractor must conduct:

Performance Evaluations: The Contractor will conduct approximately 20 performance evaluations during the period of performance of this contract. As defined in ADS 203.3.1.1, performance evaluations focus on descriptive and normative questions describing what a particular project or program has achieved (either at an intermediate point in execution or at the conclusion of an implementation period); how it is being implemented; whether expected results are occurring; how it is perceived and valued including consideration of all significant stakeholders including those in Nepal and other questions that are pertinent to program design, management and operational decision making. Performance evaluations incorporate before-after comparisons, but generally lack a rigorously defined counterfactual.

Impact Evaluations: The Contractor will design and conduct approximately five impact evaluations during the period of performance of this contract. As defined in ADS 203.3.1.1, impact evaluations measure the change in a development outcome that is attributable to a defined intervention or a set of interventions. Impact evaluations are based on models of cause and effect and require a credible and rigorously defined counterfactual to control for factors other than the intervention that might account for the observed change. Impact evaluations in which comparisons are made between beneficiaries that are randomly assigned to either a "treatment" or a "control" groups provide the strongest evidence of a relationship between the intervention under study and the outcome measured. This task will include collection of the baseline data which will include variables corresponding to key outcomes, developing baseline data collection scenarios (use data from established baselines, conduct baseline surveys, reconstruct data, or use other techniques as appropriate), and advising USAID/Nepal on setting up precise and measurable indicators of the intended changes.

In response to the M&E Contract COR's written notification of an evaluation task—which identifies technical parameters including evaluation purpose, intended users of evaluation, key questions for evaluation, background information about the projects or programs to be evaluated, proposed methodology and data collection methods—the Contractor shall develop a written Evaluation Design for each evaluation task.

The Evaluation Design will finalize the evaluation questions and clarify the theory of change; the methodology and the main features of data collection instruments; involvement of local partners and stakeholders; data analysis plan; and dissemination plan, including consideration of key stakeholders and proposed deliverables for effective use and communication of evaluation results. The methodology description shall note both strengths and limitations of the proposed methodology. Where the Mission has requested an experimental design, and data limitations, ethical considerations, or other factors prevent such a design from being feasible, the Contractor may propose a "mixed method" or quasi-experimental approach for Mission consideration. The Contractor shall submit the Evaluation Design for written COR approval within one month from the USAID/Nepal COR's written notification of an evaluation task. Evaluation Designs may be revised as needed with the concurrence of the COR to respond to comments from the COR or to reflect changes on the ground.

⁶ Note that, per USAID/Nepal policy, where possible, all person-level indicators for which data are collected (either through implementing partner reports, surveys, studies, analyses, assessments, or evaluations) must be disaggregated by sex, age, and caste/ethnicity.

- The caste/ethnicity disaggregation must follow, at a minimum, the following six categories: Dalit, Muslim, Brahmin/Chhetri, Newar, Janajati, and Other.
- The age disaggregation must be by the following five-year groupings: 15-19, 20-24, 25-29, 30-34, etc.

Where sample size makes such disaggregation impossible, the Contractor must work with the COR to determine appropriate ways to ensure that data on marginalized groups are included in data collection to the extent possible.

Within 30 days from the COR’s written notification of an evaluation task, the Contractor must submit an individual work plan for the evaluation task. The Evaluation work plan must be approved in writing by the USAID/Nepal COR prior to commencement of any international travel or carrying out any other tasks in the Work Plan. The Work Plan will provide:

- Evaluation team composition, LOE, roles and responsibilities and qualifications
- Identification of any subcontractors, LOE, roles and responsibilities and qualifications
- Schedule
- Mechanism for stakeholder review of the Draft Evaluation Report
- Logistical information
- Deliverables schedule
- Budget

Table 2: Component #2A Key Deliverables	
<i>Evaluation Design</i>	In response to the COR’s written notification of an evaluation task which identifies technical parameters including evaluation purpose, intended users of evaluation, key questions for evaluation, background information about the projects or programs to be evaluated, proposed methodology and data collection methods, the Contractor shall develop a written Evaluation Design for each evaluation task. The Evaluation Design will finalize the evaluation questions; clarify the theory of change, the methodology and the main features of data collection instruments, involvement of local partners and stakeholders, data analysis plan, and dissemination plan, including consideration of key stakeholders and proposed deliverables for effective use and communication of evaluation results. The Design shall include a data disaggregation plan. The methodology description shall note both strengths and limitations of the proposed methodology. The Contractor shall submit the Evaluation Design for written COR approval within one month from the COR’s written notification of an evaluation task. Evaluation Designs may be revised as needed with the concurrence of the COR to respond to comments from the COR or to reflect changes on the ground.
<i>Evaluation Work Plan</i>	Within 30 days from the COR’s written notification of an evaluation task, the Contractor shall submit an individual work plan for the evaluation. The evaluation work plan must be approved in writing by the COR prior to commencement of any international travel. The Work Plan will provide: <ul style="list-style-type: none"> • Evaluation team composition, LOE, roles and responsibilities and qualifications • Identification of any subcontractors, LOE, roles and responsibilities and qualifications • Schedule • Mechanism for stakeholder review of the Draft Evaluation Report • Logistical information • Deliverables schedule • Budget
<i>Evaluation Briefing</i>	The Contractor will present major and/or preliminary findings to USAID/Nepal and other stakeholders as requested. The specific briefings for each evaluation task will be described in the Evaluation Design, but it is anticipated that most will take place in Kathmandu at either the

<p><i>Draft Evaluation Report</i></p>	<p>Embassy or GON offices.</p> <p>The Contractor will incorporate comments from USAID/Nepal and other stakeholders following the evaluation briefing and submit a draft evaluation report to the COR. The draft evaluation report will include all sections of the Final Evaluation Report, but does not need to include annexes, although it must clearly indicate what these annexes will be. The COR will transmit written comments on the draft evaluation report to the Contractor within 21 days after receiving it. The draft Evaluation Report will follow the criteria found in Appendix I of the <u>USAID Evaluation Policy</u>.</p>
<p><i>Final Evaluation Report⁷</i></p>	<p>The Contractor will submit five (5) copies and an electronic copy of each final evaluation report, with all annexes, and all raw data in a format approved by USAID. The main body of the Final Evaluation Report shall not exceed 30 pages (exclusive of annexes) and must include a title page, an executive summary, introduction, background of the project being evaluated, the main evaluation questions, the methodology or methodologies, the limitations to the evaluation, findings, conclusions, and (if included in the evaluation design) recommendations and lessons learned. The final evaluation report will include statements regarding any significant unresolved difference of opinion by funders, implementers, and/or members of the evaluation team.</p> <p>The executive summary must be 3-5 pages in length and summarize the purpose, background of the intervention being evaluated, main evaluation questions, methods, findings, conclusions, and recommendations and lessons learned (if applicable). The executive summary shall not contain any information not included in the main body of the Report.</p> <p>The evaluation methodology shall be explained in the report in detail. Limitations to the evaluation shall be disclosed in the report, with particular attention to the limitations associated with the evaluation methodology (e.g., selection bias, recall Bias, unobservable differences between comparator groups, the role and importance of contextual factors and considerations, etc.).</p> <p>The report must include the evaluation design as an annex. All tools used in conducting the evaluation, such as questionnaires, checklists, and discussion guides must be include as annexes. Sources of information must be properly identified in an annex. All quantitative data collected by the evaluation team must be provided in an electronic file in easily readable format, as agreed with the USAID/Nepal COR (e.g., MS Excel). The data must be organized and fully documented for use by those not fully familiar with the intervention or the evaluation, so that an independent evaluator could use it and arrive at the same findings and conclusions.</p>

⁷ The Final Evaluation Report must follow the criteria found in Appendix I of the [USAID Evaluation Policy](http://www.usaid.gov/sites/default/files/documents/1868/USAIDEvaluationPolicy.pdf) (<http://www.usaid.gov/sites/default/files/documents/1868/USAIDEvaluationPolicy.pdf>)

B. SURVEYS, ANALYSES, STUDIES, AND ASSESSMENTS

The Contractor shall design and conduct surveys, studies, assessments and analyses, in support of program achievement and ongoing program development. The current schedule of surveys, studies, and assessments for FY 2015 – FY 2019 can be found in Attachment 2.⁸

Tasks may include, but are not limited to, the design and implementation of:

- Baseline studies for new activities and reconstruction of baseline data where missing. Significant attention is required to ensure baseline data is collected early in the project/activity lifespan, before any significant implementation has occurred.
- Sector and cross-cutting assessments to identify lessons learned and opportunities for enhancing sector performance based on USAID/Nepal’s comparative advantage.
- Designing models to assist the mission in tracking performance toward key goals of the CDCS, such as resilience, sustainability, GON capacity development, and extreme poverty.
- Designing and conducting longitudinal studies identified by the Mission.
- Case studies of USAID/Nepal projects.
- Meta-analysis of past USAID/Nepal evaluations and/or performance monitoring data.
- National- or sub-national level population surveys.
- Situation analyses, rapid and formative assessments, feasibility studies, and GIS and other types of mapping;
- Thematic assessments on priority issues, such as gender equality and social inclusion, resilience, disaster risk reduction, youth, programmatic integration, and sustainability.
- Gender and/or social inclusion analysis and/or audits.
- Development of plans to measure cross-cutting priority areas, such as: resilience, sustainability, Government of Nepal (GON) capacity development, and effectiveness of Government-to-Government funding. Such a plan may include but is not limited to:
 - a set of performance and/or context indicators with PIRS;
 - a learning agenda;
 - a set of evaluation questions;
 - an M&E calendar and/or Gantt chart;
 - a GIS analysis plan;
 - a plan for conducting surveys or assessments;
 - tagging of data in AidTracker Plus;
 - graphic presentation of data
- Working with USAID/Nepal and relevant GON entities to address, through a memorandum of understanding or other arrangement, release of any politically or otherwise sensitive data (such as student achievement data).

In response to the COR’s written notification of a required survey, analysis, study, or assessment, within 30 days the Contractor must prepare and submit to the methodology for the task for written COR approval.

Table 3: Component #2.B Key Deliverables	
<i>Survey, Analysis, Study, or Assessment Methodology</i>	<p>In response to the COR’s written notification of a survey, within 30 days the Contractor shall prepare and submit to the COR, the Survey, Analysis, Study, or Assessment Methodology for the task for written COR approval.</p> <p>For Surveys/Indices: As appropriate for the specific survey or index task, this will include clearly stated goals and objectives for the survey or index,</p>

⁸ USAID/Nepal maintains the right to update or change the surveys, studies, and assessments schedule based on management needs.

	<p>the survey's geographical focus and citizen subject pool and the methodology and justification of assembling citizen subject pool. The Contractor shall design the sampling methodology that will meet the recommendations for statistical sampling of quantitative surveys that intend to represent specific population segments. The Methodology shall also include instrument development, training of evaluators, pre-testing, revision, effective use of new communication technologies (e.g., some questions may not require physical travel but may be addressed via Skype or other long-distance communication means).</p> <p>Methodologies may be revised as needed with the concurrence of the COR to respond to comments from the COR or to reflect changes on the ground.</p>
<i>Survey, Analysis, Study, or Assessment Work Plan</i>	Within one month from the COR's written notification of a survey, analysis, study, or assessment task, the Contractor shall submit an individual work plan for the task. The work plan must be approved in writing by the COR.
<i>Questionnaires (surveys only)</i>	Survey questionnaires will be in Nepali and/or appropriate Nepali dialects (to be determined in consultation with the USAID COR), with an English translation provided to the COR. The survey questions will be explicit, unambiguously worded, and pertain to the key areas. The Contractor shall also develop instructions for interviewers, experts and/or consultants and submit to the COR for approval prior to undertaking any survey.
<i>Pre-Survey Testing</i>	The Contractor shall conduct pre-testing of any survey instrument or questionnaire, following the methodology described in the Contractor's Survey Work Plan. After the pre-testing is conducted, the survey team will analyze the results and inform USAID/Nepal staff about any changes to the questionnaire based on the pilot questionnaire analysis.
<i>Topline Report and Dissemination Plan</i>	The Contractor shall submit a 2-3 page topline report of the results within 15 calendar days after a survey or index is completed, noting the major findings for broad dissemination. The Contractor shall provide a dissemination plan as an addition to the topline report. It will describe how, through what means, and when it plans to make the results publicly available.
<i>Survey, Analysis, Study, or Assessment Briefings</i>	The Contractor will present major and/or preliminary findings to USAID/Nepal and/or other stakeholders. The specific briefings for each task will be described in the survey, analysis, study, or assessment methodology.
<i>Draft Survey, Analysis, Study, or Assessment Reports</i>	<p>The Contractor will incorporate comments from USAID/Nepal and other stakeholders following the briefing and submit a draft report to the USAID/Nepal COR. The draft report will include all sections of the final report, including but not limited to:</p> <ul style="list-style-type: none"> • Executive summary highlighting main findings; • Methodology and description of field work; • Data analysis; • Conclusions and/or recommendations; and • Annexes (including survey questionnaires). <p>Where feasible, the Contractor must disaggregate report data by, at a minimum, sex, age, and caste/ethnicity, following the policy described in Footnote 6. The Contractor will work with USAID/Nepal on determining cross-tabulation for responses to particular questions. The draft report shall be submitted in English and shall not exceed 20 pages, exclusive of annexes. The draft report does not need to include annexes, although it must clearly</p>

	indicate what these annexes will be. The COR will transmit written comments on the draft study, survey or index report to the Contractor within 15 working days after receiving it.
<i>Final Survey, Analysis, Study, or Assessment Reports</i>	The Contractor will submit five copies and an electronic copy of a final report, with all annexes, in English, to the COR within 15 working days after receiving written comments on it from the COR.
<i>Survey Datasets</i>	The Contractor shall submit raw data in the appropriate format (SPSS, etc.) to USAID/Nepal along with the final report. USAID/Nepal will retain ownership of the survey and all datasets developed.

The Contractor must follow the standard and ethical practices of the American Association for Public Opinion Research (http://www.aapor.org/Standards_and_Ethics.htm) in developing and conducting survey work. The Contractor must also comply with USAID's Human Subject Protection Policy and other survey-relevant policies, including those of the GON, as applicable. Safeguarding the rights and welfare of human subjects involved in the survey research supported by USAID is the responsibility of the Contractor. USAID has adopted the Common Federal Policy for the Protection of Human Subjects, Part 225 of Title 22 of the Code of Federal Regulations (the "Policy"): <http://www.usaid.gov/policy/ads/200/200mbe.pdf>.

C.5 (c) COMPONENT 3: SUPPORT IMPROVED KNOWLEDGE MANAGEMENT WITHIN USAID/NEPAL

Effective systems for managing M&E information are necessary to translate data into knowledge. A strong knowledge management system will help USAID/Nepal ensure that: (1) Relevant, reliable data reaches the appropriate decision-makers in a timely and user-friendly format; (2) Mission learning is documented and disseminated; and (3) Tacit knowledge and information beyond implementing partner reports and evaluations are captured and considered during decision-making. This knowledge management system will not only meet USAID's information demands; it will also assist USAID to track changes in Nepal's development context. Tasks under this component shall include, at a minimum:

- Assist the Mission to establish a knowledge management system that:
 - Maximizes Mission use of AidTracker Plus (or other USAID performance monitoring or knowledge management systems) for knowledge management purposes;
 - Includes a user-friendly, Web-based (protected) repository of documents, including but not limited to:
 - Strategies
 - Project design documents
 - Project-level M&E plans
 - Evaluation reports and management response plans
 - Portfolio review documents
 - Relevant GIS data and maps
 - Cross-cutting and CDCS goal-level M&E data not linked to a particular project or activity in AidTracker Plus
 - Site visit reports (particularly those that cut across activities and/or sectors and would therefore not be linked to a specific activity in AT+)
 - Reports from learning events such as learning summits, partner meetings, meetings with government and/or other donors, integrated site visits, etc.
 - Tools and presentations from trainings and workshops
 - Results of Data Quality Assessments
 - Reports from other USAID operating units, other U.S. Government agencies, GON, other donors, civil society organizations, etc.

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- A process for ensuring that relevant information, including from the above set of documents, is shared with decision-makers in a timely and useful manner
- A process for ensuring that relevant information is shared with GON and donor counterparts in an effective manner
- A proposed set of roles and responsibilities related to knowledge management
- A mechanism for relevant staff in USAID/Washington to access the repository
- A plan for maintaining the knowledge management system in the future
- As requested, assist USAID/Nepal in organizing learning summits and other learning and knowledge-sharing events that bring together implementing partners, GON officials, other donors, academics, private sector actors, and other relevant stakeholders. The Mission anticipates holding one such two-day event for approximately 100-150 people each year. The cost of event venue, audiovisual equipment, printing, and catering, shall be borne by USAID, with the Contractor providing staff to manage logistics, develop the agenda, and facilitate learning sessions.
- Assess and recommend improvements to the Mission's use of technology for knowledge management. Each recommendation must include an estimate of the cost, staff time, and ongoing expertise needed to implement it.
- Conduct an institutional landscape inventory of organizations and specialized individuals that could offer insight and expertise during implementation of USAID/Nepal's CDCS.

Table 4: Component #3 Key Deliverables

<i>Knowledge Management Assessment</i>	<p>Within 120 days of the Contract start date, the Contractor shall conduct an assessment of USAID/Nepal knowledge management practices and tools, including but not limited to: the Mission shared drive; Mission intranet; M&E process maps; relevant Mission Orders; GIS files; tablet-based applications; a sample of AOR/COR files; various internal meeting agendas and minutes; donor coordination group meeting agendas and minutes; regular reports to USAID/Washington (e.g., the Operational Plan and Performance Plan and Report); and a sample of ad hoc taskers received from USAID/Washington. As part of this assessment, the Contractor shall meet with various Mission staff, including but not limited to: Mission Front Office, Program Office, DO Teams, AOR/CORs, and IT staff. The Contractor shall provide the Mission with a report documenting assessment findings and recommendations to improve or streamline knowledge management and shall present the report to the Mission in a group setting prior to its approval. Each recommendation must include an estimate of the cost, staff time, and ongoing expertise needed to implement it.</p>
<i>Knowledge Management Work Plan</i>	<p>Within 30 days of receiving Mission approval of the Knowledge Management Assessment, the Contractor shall submit to the COR a draft work plan to implement recommendations from the Assessment. The work plan must include:</p> <ul style="list-style-type: none"> ● Contractor's knowledge management team composition, LOE, roles and responsibilities and qualifications ● Identification of any subcontractors, LOE, roles and responsibilities and qualifications ● Schedule ● Mechanism(s) for Mission input and feedback ● Logistical information ● Deliverables schedule ● Budget <p>Any proposed modifications to USAID/Nepal's knowledge management processes must, to the maximum extent possible, take full advantage of the AidTracker Plus system and other existing tools and software already in use</p>

	by the Mission. For any IT activities, the Contractor must work with USAID/Nepal IT staff to ensure that security and other relevant requirements are followed and that all software will be compatible with existing systems and sustainably maintained in the future.
<i>Training Plan, Syllabus, and Course Reference for USAID Staff</i>	Within 60 days of approval of the Knowledge Management Work Plan, the Contractor shall provide the USAID/Nepal COR with a training plan, syllabus, trainer’s manual, and course reference for trainings needed to carry out the Knowledge Management Work Plan. Where possible, the Contractor must seek to use existing USAID training materials. The Contractor will provide USAID with a list of training participants and will share hard and soft copies of all course reference materials. Where possible, trainings shall be held within the U.S. Embassy, and logistics for such trainings will be facilitated by USAID. The Contractor will be responsible for logistical arrangements for any trainings held off-site.
<i>Annual Review and Report on Knowledge Management Practices</i>	Working closely with the M&E Team, the Contractor will prepare an Annual Knowledge Management Report which analyzes knowledge management practices within the Mission—including use of AidTracker Plus (or other USAID performance monitoring or knowledge management systems)—documenting progress against the Knowledge Management Work Plan, and providing recommendations to further strengthen and/or streamline knowledge management in the Mission. As part of its review, the Contractor must again conduct consultations with the Mission Director, Deputy Mission Director, DO Team Directors and the Program Office, and review a sample of each type of document within the Contractor-created document repository. The Contractor shall present the report to the Mission in a group setting prior to its approval.

C. 6 PLANS AND REPORTS

- a) Annual Work Plan: The Contractor will submit an Annual Work Plan once a year. The Contractor will prepare the work plans in consultation and with inputs from USAID, the partners and beneficiaries of this activity. The first Annual Work Plan will cover the three components and overall management of the activity including strategies, activities, and actors involved and expected results. The Annual Work Plan will include projected activities and deliverables for the coming year; a chart listing results and showing current levels of accomplishment towards those results; a timeline with target completion dates; LOE and personnel by labor category and level required for completing activities, and a detailed budget associated with the completion of those activities, in accordance with the contract budget. The Contractor must revise other plans linked to the Annual Work Plan such as the M&E Plan. The Contractor or COR may initiate recommendations for modification to the Annual Work Plan.

The Annual Work Plan and modifications thereto are subject to COR approval. The Annual Work Plan must be consistent with all Contract terms.

- b) Monitoring and Evaluation Plan (M&E Plan): The Contractor must develop an M&E Plan to include a description of the management of the M&E Plan such as monitoring strategies and potential sources of information for the indicators. The Contractor must develop in consultation with the COR a final M&E Plan which is subject to COR approval. The plan must take into consideration the measurable and verifiable set of deliverables that will be developed under each component, with each indicator providing measurable progress towards the outcomes and the activity objectives. The contractor must collect data for performance indicators, monitor progress, and report on the performance status on a quarterly basis. This data will allow for the measurement of improvements (or lack thereof) over the Activity’s lifetime. The contractor must identify data collection methods, the frequency of data collection, and the responsibility among its implementation team for data collection, compilation, analysis, and data quality

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assessments. The contractor must describe how data will be used for decision-making on improving performance and resource allocation. The contractor must update the M&E Plan with new or adjusted performance information resulting from the revised Annual Work Plan or other information. Revisions are subject to COR 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.

- c) Closeout Plan and the Disposition of Assets: Closeout of this Contract will be carried out as per FAR 42.708 Quick-closeout procedure. During the last year of the Contract the Contractor shall provide to USAID in writing a proposed plan for the orderly closeout of the contract activities and the disposition of the assets remaining at the termination of the Contract. The Plan is subject to CO approval. Regardless of any prior approval of all or portions of the proposed disposition plan for assets, the USAID CO reserves the right to direct or redirect such disposition plan.
- d) Quarterly Progress Reports: The Contractor will submit three quarterly reports each year (the annual report serves as the fourth quarterly report) that document progress made in the implementation of the annual work plan, by component, activity and deliverables including LOE utilization and balance, and will contain any issues and challenges encountered, along with feasible and concrete proposed courses of action to resolve them. Reports will include, at a minimum, highlights and measurable results for the period of performance, problems encountered, planned activities, and open issues. The data and analysis on the ongoing needs assessment and monitoring systems will also be included in the quarterly reports. Progress Reports will be submitted to the COR. .
- e) Annual Reports: The annual report will present the cumulative achievements (all studies, evaluations, and other reports) by the Contractor during the first three quarters and achievements during the last quarter of the fiscal year. It must include successes and challenges related to the Contract implementation, corrective actions, and a status of activities and deliverables including LOE utilization and balance, a summary of key findings, conclusions, and recommendations to USAID/Nepal. The annual report shall include the cumulative expenditure, by contract line items (CLIN), for the year. .
- f) Quarterly Financial Reports (included as part of Quarterly Reports): The Contractor must also provide the USAID/Nepal COR 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 contract line item and contain, at a minimum:

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

Financial reports must track budget and expenditure by contract line items.

The Contractor must submit an Accrual Report to the COR no later than the 20th of March, June, September and December of each year, covering the period through the end of the reporting quarter.

The Contractor is solely responsible for not exceeding obligated amounts.

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- g) **Final Report:** The Contractor must submit a draft report, which summarizes the accomplishments of the activities executed under the contract in the context of the contract's stated objectives, specifically linking accomplishments to the contract objective, required outcomes and deliverables. This report will include in detail but not be limited to: a financial report showing, by line item, the amounts expended; a summary of the accomplishments achieved under each component and how they have contributed towards the contract objectives; a discussion of problems encountered and a discussion where objectives, deliverables or outcomes were not achieved; address lessons learned; describes final status of progress against benchmarks and tangible results, suggestions concerning possible future interventions; and a description of all non-governmental institutions worked with in connection with program components and an evaluation of their strengths and weaknesses. The final report will also contain an index of all reports and information products produced under this contract.
- h) **Short-term Consultants' Reports:** When short-term consultants are requested by USAID, the consultant(s) hired by the Contractor shall brief USAID at the end of consultancy on key activities, issues, and findings. The Contractor must submit a draft report against the SOW that includes observations made by the expert, any significant issues identified, follow-on activities recommended, and names and title of all assignment-related contacts.
- i) **Bi-Weekly Activity Updates:** The contractor must submit a short, bi-weekly activity update to the COR. This will cover key activities carried out and any significant issues noted during the two-week period.

C.7 PROGRAM MANAGEMENT AND PERSONNEL REQUIREMENTS**C.7.1 MANAGEMENT AND RELATIONSHIPS****Core Office**

The Contractor shall establish an office in Kathmandu, Nepal to provide necessary support for management and technical assistance activities. This core Monitoring and Evaluation Activity office shall provide all administrative and management support to the Contractor, including implementation of financial and accounting systems for procurement, arranging for and supporting in-country training, processing and hosting of key, short-term consultants, and provision of all travel and support for long- and short-term personnel. The Chief of Party shall provide oversight and supervision of the office and program staff.

Headquarters Supervision and Support

TBD – to be incorporated from the successful Offeror's proposal.

Relationships with USAID/Nepal

The Contractor shall be responsible for ensuring achievement of all results, products and reports required under this Statement of Work. The Chief of Party shall be authorized to represent the Contractor in all matters pertaining to the execution of the Statement of Work. The Chief of Party shall serve as the Contractor Representative in Nepal and will be responsible for the activities of all long and short-term personnel.

The Chief of Party shall receive technical direction from the COR. During the Monitoring and Evaluation Activity contract management meetings and expanded team meetings, the Contractor shall interface with the relevant officers on coordinating the Contract's assignment and work implementation issues. The Contractor shall keep the COR or designee informed about the results of such consultations.

Relationship with Other USAID Implementing Partners

Ensuring that respective USAID activity managers and AOR/CORs are aware of salient communication and reporting relationships, the Contractor shall work collegially with USAID implementing partners (both international and Nepali) to gather information and provide training and support as needed to achieve the

Contract deliverables. The Contractor will likely engage mainly with the approximately 30 prime partners based in Kathmandu.

C.7.2 PERSONNEL REQUIREMENTS

In order to deliver on the Monitoring and Evaluation Activity Statement of Work, the Contractor shall provide appropriate personnel to reflect the program's key objectives, implementation period and expected results. The Contractor is responsible for all logistic planning and support for deploying certain, specialized experts, including short-term consultancies, to cover the three components of the program.

USAID/Nepal has determined that a Chief of Party (Senior M&E Specialist) and a Deputy Chief of Party (M&E Specialist) shall serve as the Monitoring and Evaluation Activity Key Personnel. The Contractor shall establish Key Personnel presence in Nepal within thirty (30) days from the award date. Approval for all key and expatriate staff must be sought from the Contracting Officer. Given the centrality of governance and social inclusion in USAID/Nepal's CDCS, proposals of key personnel with experience in these areas are strongly preferred.

Additionally, the Contractor shall ensure that, for all tasks that include developing and/or reviewing performance indicators and designing and/or carrying out evaluations, assessments, studies, or surveys, the team performing the task includes both M&E experts and staff with expertise in the relevant sector. These sectors will include but are not limited to:

- Democracy, governance, and human rights (including conflict mitigation and management, elections and political parties, legislative parliament, combatting trafficking in persons, and local governance)
- Government capacity development and service delivery
- Economic growth and poverty reduction
- Agriculture
- Natural resource management (including forestry, biodiversity, climate change adaptation, and watershed management)
- Public health (including nutrition, family planning, HIV/AIDS, health system management, maternal and child health, and water supply, sanitation, and hygiene)
- Education (particularly early grade reading, local language/mother-tongue medium of instruction, community engagement and mobilization around reading, learning assessments, and education systems strengthening)
- Disaster risk reduction
- Gender equality and social inclusion

C.7.2.1. Chief of Party (Senior M&E Specialist) – Key Personnel

The Chief of Party shall be responsible for leading and managing the overall Monitoring and Evaluation Activity. The Chief of Party shall work closely with USAID/Nepal's Program Office, Expanded M&E Team, DO Teams, and other Chief of Parties managing USAID projects.

This individual will be responsible for leading and managing the technical work related to performance monitoring and evaluation under this contract. S/he must be able to design and lead performance evaluations, experimental and especially quasi-experimental impact evaluations conducted under this contract.

This position requires an experienced individual with;

- Demonstrated leadership, strategic thinking/planning, management, and presentation skills.
- Strong inter-personal, supervision, and written and oral communication skills.
- Especially charismatic, professional credentials to be able to establish close, trustful relations for pursuing earnest organizational learning with, particularly USAID/Nepal's senior professional staff and leadership, including the Mission Director's Office.

The Chief of Party shall have:

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- An advanced degree (PhD preferred) in a sector relevant to monitoring and evaluation of USAID/Nepal activities (e.g., economics, public policy, international relations, statistics, political science, health, education, agriculture, etc.).
- Significant experience managing group dynamics and high-performing teams.
- Significant expertise in leading the design and implementation of performance and impact evaluations of development interventions.
- Significant experience in indicator development, data collection and quantitative/statistical analysis, data quality assessments, and/or performance monitoring and reporting.
- Experience creating and managing performance monitoring plans and building knowledge management systems.
- Strong written and oral communication, and excellent interpersonal skills.

Anticipated Roles, but not limited to the following:

- Coordinate and be ultimately responsible for all data collection, monitoring, report generation, evaluation and related tasks.
- Primary liaison with COR and Contracting Officer.
- Ensure quality control and the overall responsiveness of technical assistance provided under the contract, including necessary adjustments to operations to fit the requirements of USAID.
- Contribute substantively to the design and field testing of the evaluation methodology, participatory data collection methods and protocols, data verification techniques, and other technical evaluation and analytical tasks conducted under this contract.
- S/he will be responsible for the design, quality, development and completion of all assessments, analytical reports and evaluations.

C.7.2.2. Deputy COP/Mid-Level Evaluation Specialist (Key Personnel)

The Deputy Chief of Party (CDOP) will lead/oversee the review of project level M&E plans, and support such technical work as reviewing reporting methods, carrying out training, designing reporting tools and advising DO and project teams on their M&E work. The individual will oversee, recruit for, and participate in evaluations and assessments throughout the life of the contract. S/he will ensure the short-term technical experts and evaluation team members recruited under this contract are of a high caliber and possess the required technical expertise.

This position requires an experienced individual with;

- Demonstrated leadership, strategic thinking/planning, management, and presentation skills.
- Strong inter-personal, supervision, and written and oral communication skills.

The Deputy Chief of Party shall have:

- An advanced degree (master's degree required; PhD preferred) in a sector relevant to monitoring and evaluation of USAID/Nepal activities (e.g., economics, public policy, international relations, statistics, political science, health, education, agriculture, etc.).
- At least 10 years of experience working in monitoring and evaluation in developing countries, preferably including experience in Nepal.
- A proven record of excellent management, leadership, decision-making, communication and interpersonal skills, including being an articulate speaker and sympathetic listener.
- Demonstrated ability to: quickly and effectively assemble and manage a highly-skilled, interdisciplinary team; interact with and lead a broad range of governmental and non-governmental actors and institutions across sectors; and implement detailed, organized, timely, accurate M&E programs.
- Experience conducting performance and impact evaluations of development interventions.
- Significant experience in indicator development, data collection and quantitative/statistical analysis, data quality assessments, and/or performance monitoring and reporting.

- Experience creating and managing performance monitoring plans and building knowledge management systems.
- Strong written and oral communication, and excellent interpersonal skills.

Anticipated Roles, but not limited to the following:

- Day-to-day project management
- Secondary liaison with COR
- Support quality control and the overall responsiveness of technical assistance provided under the contract, including necessary adjustments to operations to fit the requirements of USAID.
- Contribute substantively to the design and field testing of the evaluation methodology, participatory data collection methods and protocols, data verification techniques, and other technical evaluation and analytical tasks conducted under this contract.
- S/he will support the design, quality, development and completion of assessments, analytical reports and evaluations.

C.7.2.3. Additional Personnel

In addition to the Key Personnel, the Contractor shall achieve the objectives of this Contract by engaging short- and long-term technical expertise. Additionally, to support the flexible and needs-based nature of this Contract, the Contractor shall engage expertise, based on the labor categories below, as needed to perform any additional assessments, studies, analyses, evaluations, or other M&E tasks required by the Mission in accordance with the LOE (Section F.5) required by this Contract. For each task under Component 2, the Contractor's Work Plan for that task shall include a description of the team composition, roles and responsibilities, and qualifications.

1. **Performance Monitoring Specialist:** Must have demonstrated experience developing performance indicators across multiple sectors and for cross-cutting areas. Must be familiar with standard USAID indicators and capable of developing customized indicators. Must be familiar with publicly available data sources (such as those of multilateral organizations, think tanks, research institutions, etc.) and the indicators they measure. Must have demonstrated experience developing PMPs, logical frameworks, results frameworks, and M&E plans at both an activity and program-wide level. Program management experience highly desirable. This Specialist will contribute to indicator development and review of the PMP, project and activity M&E plans, implementing partner performance monitoring processes, as well as other performance monitoring tasks. Must have:
 - At least seven years of experience in international development, including experience and/or technical knowledge in design and management of development projects;
 - At least five years of international experience in design and implementation of performance monitoring as well as performance and/or impact evaluation, analyses and assessments of large and/or complex development projects;
 - Excellent English writing and speaking (S/4 and R/4 levels at least) as well as presentation skills;
 - Technical expertise in health, governance, agriculture, economic growth, vulnerable populations, and environment sectors are advantages.
2. **Principal Investigator:** Must have:
 - Experience being an external evaluation team leader in the past three years;
 - Experience designing and leading surveys and performance and impact evaluations;
 - A graduate degree (preferably a doctoral degree) in the field of social sciences, international development, evaluation, or a related technical field;
 - Demonstrated ability to lead a multi-dimensional M&E team that may come from a diverse background, experience, gender, and culture;
 - Demonstrated, professional interaction with senior U.S. and foreign government officials;
 - Technical expertise in at least one of USAID/Nepal's program sectors; and
 - Excellent English writing and speaking (S/4 and R/4 levels at least) as well as presentation

skills.

3. **Statistician/Data Analyst:** The Specialist/Analyst may be requested to conduct data cleaning, management, and analysis which will likely include also advanced statistical analysis, especially in the case of impact evaluation. S/he must have advanced skills in using common quantitative and/or qualitative data analysis software such as SPSS-X2, Stata, ATLAS-ti, and NVivo. The Specialist/Analyst may also be requested to provide customized training and/or to provide technical assistance related to their expertise to staff of USAID and/or implementing partners.
4. **Economic and Public Financial Management Expert:** Must be an economist with demonstrated expertise in measuring dimensions of economic growth and poverty. Must demonstrate a strong understanding of public financial management, particularly in developing countries.
5. **Health, Population, and Nutrition Expert:** Must be a public health expert with demonstrated expertise in one or more of the following areas: maternal, newborn, and child health; family planning and reproductive health; HIV/AIDS; nutrition; water, sanitation, and hygiene. Must demonstrate experience both implementing and measuring public health interventions in developing countries.
6. **Agriculture and Food Security Expert:** Must demonstrate expertise in measuring the socioeconomic effects of agriculture and food security interventions in developing countries. Familiarity with Feed the Future and/or agriculture and food security in South Asia highly desirable.
7. **Climate Change, Environmental, and Natural Resource Management Expert:** Must demonstrate understanding of best practices for measuring interventions in natural resource management and climate change adaptation. Must have technical expertise in at least one of the key focus areas of USAID/Nepal's environment strategy: forestry, watershed management and freshwater biodiversity, or prevention of wildlife trafficking.
8. **Education Expert:** Must demonstrate expertise in best practices for improving and measuring early grade reading skills in developing countries. Must demonstrate experience with local language/mother-tongue medium of instruction, community engagement and mobilization around reading, learning assessments, and education systems strengthening
9. **Democracy, Rights, and Governance Expert:** Must demonstrate understanding of best practices for measuring democracy, human rights, and governance interventions. Must have technical expertise in at least one or more of the following: elections and political party support, combating trafficking in persons, supporting government accountability and transparency, and/or local governance and service delivery.
10. **Conflict Mitigation and Management Expert:** Must demonstrate understanding of best practices for measuring conflict mitigation and management interventions. Must have technical expertise in peacebuilding conflict mitigation and management.
11. **Gender Equality and Social Inclusion Expert:** Must be an expert in internationally accepted best practices for gender analysis and measuring the effectiveness of interventions designed to reduce gaps between men and women and boys and girls. Must demonstrate experience designing and conducting gender audits, surveys, and evaluations of development activities. Must demonstrate experience researching or managing programs designed to benefit marginalized groups or combat racial, ethnic, or caste-based discrimination. Experience working in the following areas is advantageous: combatting gender-based violence; combatting trafficking in persons; protecting human rights; supporting persons with disabilities; empowering the LGBTI community; addressing child marriage; and supporting women's political and economic empowerment. Experience working in South Asia is required, and experience in Nepal is highly desirable.
12. **Training and Adult Learning Expert:** This expert must ensure that training developed for USAID and implementing partner staff reflects best practices in adult learning. S/he must demonstrate experience using innovative and evidence-based training techniques to engage and maximize learning in M&E topics among a group of multi-cultural participants from various sectoral backgrounds and with varying levels of M&E experience.

C.7.2.4. Minimum Qualifications

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In order to perform the SOW set forth in Section C, the Contractor must provide personnel that meet the minimum education and experience requirements set forth below. These minimum qualifications for mid-level and senior personnel correspond to the Ceiling Daily Rate (CDR) in Section B.5.

Table 5: Minimum Qualifications for Mid-Level and Senior Personnel

Education + Experience Requirements			
Level	Academic Degree	AND	Years of Relevant Work Experience
Mid	Ph.D.		4
	<i>or</i> JD/ABD		5
	<i>or</i> MS/MA/MB/MPH		6
	<i>or</i> BS/BA		8
Senior	Ph.D.		8
	<i>or</i> JD/ABDble		10
	<i>or</i> MS/MA/MB/MPH		12
	<i>or</i> BS/BA		15

[END OF SECTION C]

SECTION D - PACKAGING AND MARKING

D.1 AIDAR 752.7009 MARKING (JAN 1993)

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

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

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

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

D.2 BRANDING STRATEGY

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

The project will be known as the "USAID/Nepal Monitoring, Evaluation, and Learning"

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

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

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

The reports generated as a result of this contract must have USAID logo on the front page and a disclaimer stating that the views expressed in the report do not reflect the views of the United States Agency for International Development or the United States Government. The Contractor must consult with the COR on the required Marking for this Contract.

The Contractor's branding and marking plan is incorporated into the contract as Attachment # TBD. The plan must be in accordance with ADS 320.3.2.

D.3 OUTREACH

The Contractor must participate proactively in outreach activities to promote the objectives of this Contract and to identify USAID as the funding source in accordance with the branding and marking requirements outlined in the Contractor's approved Branding Implementation Plan and Marking Plan. The

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Contractor must also capture information on the qualitative progress of this program through success stories, case studies, press releases, etc., as part of its overall reporting requirements to USAID.

[END OF SECTION D]

SECTION E - INSPECTION AND ACCEPTANCE

E.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

The following Contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this Contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
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 will take place at:

Office of Program and Project Development (PPD)
USAID/Nepal
PO Box 295
US Embassy, Maharajgunj
Kathmandu, Nepal

or at any other location where the services are performed and reports and deliverables or outputs are produced or submitted in accordance with the COR's direction.

See Section G.3 for COR contact information.

The Contracting Officer has delegated to the COR authority to inspect and accept all services, reports and required deliverables or outputs.

[END OF SECTION E]

SECTION F - DELIVERIES OR PERFORMANCE

F.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

The following Contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this Contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

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

F.2 PERIOD OF PERFORMANCE (CPFF)

The period of performance for this contract is five years from the effective date of award.

F.3 PERFORMANCE STANDARDS

Evaluation of the Contractor's overall performance in accordance with the performance standards set forth in Section C will be conducted jointly by the COR and the Contracting Officer and will form the basis of the contractor's permanent performance record with regard to this Contract as required in FAR Part 42.15 and AIDAR 742.15.

F.4 REPORTS AND DELIVERABLES OR OUTPUTS

In addition to the requirements set forth in Section C and Sections F.7 and F.8 below, the Contractor will submit the following reports, plans and deliverables or outputs to the COR. Each of the plans, reports or deliverables will be submitted electronically and in hard copies (two copies). Electronic versions of the reports will be submitted using Microsoft Word, Excel (un-locked files), or Portable Document Format, or PowerPoint software. All final reports must be submitted in English. All reports and plans are subject to written final approval and acceptance by the COR. The Contractor must submit deliverables in accordance with the following schedule:

#	Title of Plan or Report	Citation (Section C & H)	Due date(s) – all days expressed in calendar days from effective date of award except where specifically noted.
1	Annual work plans	C.6.a	A final revised version must be submitted 60 days after contract effective date. The work plans for subsequent years will be submitted by the Contractor for review and approval by the COR no later than 30 days prior to the start of the next 12- month work period.
2	Monitoring and Evaluation P (M&E) Plan	C.6.b	Within 60 calendar days of contract award.

3	Emergency Preparedness And Response Plan (EPRP)	H.27	Within 90 days from the effective date of award.
4	Close-out Plan	C.6.c	Format and outline of contents proposed no later than 180 calendar days prior to the contract completion date; approval by COR no later than 150 calendar days prior to the contract completion date, unless otherwise specified.
5	Quarterly Progress Reports	C.6.d	No later than thirty days after the end of each quarter based on the fiscal year.
6	Annual Reports	C.6.e	Within 30 days after the end of each fiscal year.
7	Quarterly Financial Reports	C.6.f	Within 30 calendar days following the end of each quarter.
8	Final Report	C.6.g	Draft final report within 30 days after the performance end date. The final draft of this final report must be submitted 15 days after receiving USAID's comments.
9	Short-term Consultants Reports	C.6.h	Prior to the departure of the consultant. (Not required for consultant's preparing evaluations)
10	Bi-Weekly Activity Updates	C.6.i	At the end of every two weeks.
11	Annual review and Report on Knowledge Management practices	C.5(c)	April 1 of each year.
12	PMP Review Report	C.5(a)	Within 90 days of the effective date of the Contract.
13	Project and Activity M&E Plan Review report and presentation	C.5(a)	Within 90 days of the effective date of the Contract
14	Assessment of Implementing Partner M&E Processes and Capacity report and presentation	C.5(a)	Within 120 days of the effective date of the Contract
15	Assessment of Mission GIS Use report and presentation	C.5(a)	Within 120 days of the effective date of the Contract
16	Training Plan	C.5(a)	Within 180 days of the effective date of the Contract
17	Annual Performance Report	C.5(a)	October 1 of each year.
18	Annual Review and Verification of Activity-Level Results and Report (a component of the Annual Performance Report	C.5(a)	October 1 of each year.

B. Reporting and Deliverables

The Contractor must produce and submit a variety of technical reports and deliverables as described in Section C and financial reports required for the administration and implementation of the contract. These anticipated deliverables, by component and Contract year, are outlined in the table below.

Deliverables by Component and Contract Year						
Deliverable	Year 1	Year 2	Year 3	Year 4	Year 5	
Component 1: Section C.5 (a)						
1	PMP Review and Report	Within 90 days				
2	Project and Activity M&E Plan Review and Report	Within 90 days				
3	Assessment of Implementing Partner M&E Processes and Capacity	Within 120 days				
4	Assessment of Mission GIS Use	Within 120 days				
5	Training Plan, Syllabus, and Course Reference for USAID and Implementing Partner Staff	Within 180 days				
6	Conduct Training for USAID and Implementing Partner Staff	2 days/quarter (8 days/year)				
7	Annual Performance Monitoring and Data Quality Report	October	October	October	October	October
8	Annual Review and Verification of Activity-Level Results and Report (part of Deliverable 7)	October	October	October	October	October
9	Ongoing Review and Support for PMP and Project and Activity M&E Plans	3-4 reviews and internal meetings/month				
10	Annual Half-Day Workshops with Each DO on Results and Target Setting	2 days/year (November)				

Deliverable		Year 1	Year 2	Year 3	Year 4	Year 5
Component 2: Section C.5 (b)						
		Must start within 30 days of contract award				
11	Early Grade Reading Project Impact Evaluation		X	X	X	X
12	Integrated Governance Project Impact Evaluation	X	X	X	X	X
13	Community Resilience Program Impact Evaluation	X	X	X	X	X
14	Health for Life Final Evaluation	X				
15	GON Capacity Dev't Analysis	X		X		
16	CEPPS III Final Evaluation		X			
17	CDCS Mid-Term Evaluation			X		
18	Safe Schools Mid-Term Evaluation			X		
19	Sajhedari Final Evaluation			X		
20	ICCA Final Evaluation			X		
21	NRM Project Mid-Term Evaluation			X		
22	Early Grade Reading Project Mid-Term Evaluation			X		
23	Nepal GESI Assessment			X		
24	Mission GESI Audit			X		
25	Civil Society Activity Mid-Term Evaluation				X	

Deliverable		Year 1	Year 2	Year 3	Year 4	Year 5
Component 2: Section C.5 (b) Continued						
26	Public Financial Management Activity Mid-Term Evaluation				X	
27	CTIP II Mid-Term Evaluation				X	
28	DO 2 Mid-Term Evaluation				X	
29	CEPPS IV Mid-Term Evaluation				X	
30	Assessment of USAID G2G Funding				X	
31	Early Grade Reading Project Final Evaluation					X
32	Safe Schools Final Evaluation					X

Deliverable		Year 1	Year 2	Year 3	Year 4	Year 5
Component 3: Section C.5 (c)						
33	Knowledge Management Assessment	Within 120 days				
34	Knowledge Management Work Plan	Within 30 days of approval of Knowledge Management Assessment				
35	Training Plan, Syllabus, and Course Reference for USAID Staff	Within 60 days of approval of Knowledge Management Work Plan				
36	Conduct Training for USAID Staff	Est. 2 days/semester (4 days/year)	Est. 2 days/semester (4 days/year)	Est. 2 days/semester (4 days/year)	Est. 2 days/semester (4 days/year)	Est. 2 days/semester (4 days/year)
37	Annual Review and Report on Knowledge Management Practices	April	April	April	April	April
38	Develop Document Repository		X			
39	Develop Knowledge Management Protocols		X			
40	Conduct Institutional Landscape Inventory		X			
41	Facilitate Learning Summits	2 days/year	2 days/year	2 days/year	2 days/year	2 days/year

F.5 LEVEL OF EFFORT

(a) The Contractor shall devote 11,850 Workdays (inclusive of leave) as level of effort of direct employee, consultant, or subcontractor labor for the period specified in the clause, Period of Performance F.2 above.

(b) The Level of Effort for any labor category may be used in any other labor category, subject to the prior written approval or written direction of the COR where there is no effect on total LOE (workdays) and no increase in the total estimated cost of the contract. No reallocation of level of effort 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 Level of Effort 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 Contracting Officer.

(c) Following is the level of effort by labor categories:

Description of Position Title (See Section C.7.2)	Total LOE (Workdays)
Long Term Technical Assistance	
Chief of Party (Senior M&E Specialist)	1,300
Deputy Chief of Party (M&E Specialist)	1,300
Performance Monitoring Specialist	
Evaluation Specialist	
Statistician/Data Analyst	
Training/Capacity Dev't Specialist	
Sub Total Long Term TA	7,800
Short Term Technical Assistance (STTA)	
Impact Evaluation Experts	
Performance Evaluation Experts	
Assessment Experts	
Subject Matter Experts	
M&E Training Expert	
Sub Total Short Term STTA	4,050
TOTAL	11,850

F.6 752.242-70 PERIODIC PROGRESS REPORT (OCT 2007)

(a) The contractor shall prepare and submit progress reports as specified in the contract schedule (Section C.6). 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.

F.7 AIDAR 752.7005 SUBMISSION REQUIREMENTS FOR DEVELOPMENT EXPERIENCE DOCUMENTS (SEPTEMBER 2013) (Class Deviation OAA-DEV-13-01c)

Contract Reports and Information/Intellectual Products.

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

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

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

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

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

(1) Standards.

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

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

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

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

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

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

F.8 KEY PERSONNEL

- (a) The key personnel specified below are considered to be essential to the work being performed under this Contract. No replacement of key personnel must be made by the Contractor without the written consent of the Contracting Officer. Prior to replacing any of the specified individuals, the Contractor must immediately notify both the Contracting Officer and COR reasonably in advance and must submit written justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the program.

Title:

Chief of Party

Deputy Chief of Party

- (b) The minimum qualifications for these key personnel are described in Section **C.7.2**.
- (c) The Contracting Officer reserves the right to change the designation of "key personnel" in the interest of project management for reasons such as the Contractor's introduction of staff changes that place non-key staff in the position of supervising or otherwise directing key personnel.

F.9 PLACE OF PERFORMANCE

The place of performance under this Contract is Nepal. The Contractor must maintain a project office in Kathmandu, Nepal to coordinate the activities under this contract.

F.10 AUTHORIZED WORK DAY / WEEK

The Contractor is authorized up to a six-day workweek for short-term consultants in Nepal with no premium pay.

[END OF SECTION F]

SECTION G - CONTRACT ADMINISTRATION DATA

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

(a) Claims for reimbursement or payment under this Contract must be submitted to the Paying Office indicated in the schedule of this Contract. The COR is the authorized representative of the Government to approve vouchers under this Contract. The Contractor must submit either paper or fax versions of the SF-1034--Public Voucher for Purchases and Services Other Than Personal. Each voucher will be identified by the appropriate USAID Contract number, in the amount of dollar expenditures made during the period covered.

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

Total Expenditures

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

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

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

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

BY: _____

TITLE: _____

DATE: _____

(b) Local currency payment. The Contractor is fully responsible for the proper expenditure and control of local currency, if any, provided under this Contract. Local currency will be provided to the Contractor in accordance with written instructions provided by the Mission Director. The written instructions will also include accounting, vouchering, and reporting procedures. A copy of the instructions will be provided to the Contractor's Team Leader/Agriculture Expert and to the Contracting Officer. The costs of bonding personnel responsible for local currency are reimbursable under this Contract.

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(c) Upon compliance by the Contractor with all the provisions of this Contract, acceptance by the Government of the work and final report, and a satisfactory accounting by the Contractor of all Government-owned property for which the Contractor had custodial responsibility, the Government will promptly pay to the Contractor any moneys (dollars or local currency) due under the completion voucher. The Government will make suitable reduction for any disallowance or indebtedness by the Contractor by applying the proceeds of the voucher first to such deductions and next to any unliquidated balance of advance remaining under this Contract.

(d) The Contractor agrees that all approvals of the Mission Director and the Contracting Officer which are required by the provisions of this Contract must be preserved and made available as part of the Contractor's records which are required to be presented and made available by the clause of this Contract entitled "Audit and Records--Negotiation".

G.2 ADMINISTRATIVE CONTRACTING OFFICE

The Administrative Office is:

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

The Contracting Officer of this Contract is:

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

G.3 CONTRACTING OFFICER'S REPRESENTATIVE (COR)

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 COR and Alternate COR.

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

The COR and Alternate COR are located at:

Office of Program and Project Development (PPD)
USAID/Nepal
GPO Box No. 295
U.S. Embassy, Maharajgunj
Kathmandu, Nepal

G.4 TECHNICAL DIRECTIONS/RELATIONSHIP WITH USAID

(a) Technical Directions is defined to include:

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

(b) The COR is authorized by designation to take any or all action with respect to the following which could lawfully be taken by the Contracting Officer, except any action specifically prohibited by the terms of this Contract:

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

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

(3) Maintain all liaison and direct communications with the Contractor. Written communications with the Contractor and documents must be signed as "Contracting Officer's Representative" with a copy furnished to the Contracting Officer.

(4) Issue written interpretations of technical requirements of Government drawings, designs, and specifications.

(5) Monitor the Contractor's production or performance progress and notify the Contractor in writing of deficiencies observed during surveillance, and direct appropriate action to effect correction. Record and report to the Contracting Officer incidents of faulty or nonconforming work, delays or problems.

(6) Obtain necessary security clearance and appropriate identification if access to Government facilities is required. If to be provided, ensure that Government furnished property is available when required.

LIMITATIONS: The COR is not empowered to award, agree to, or sign any Contract (including delivery or purchase orders) or modifications thereto, or in any way to obligate the payment of money by the Government. The COR may not take any action which may impact on the Contract schedule, funds, scope, or rate of utilization of LOE. All Contractual agreements, commitments, or modifications which involve prices, quantities, quality, and schedules will be made only by the Contracting Officer.

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

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

(e) Contractual Problems - Contractual problems, of any nature, that may arise during the life of the Contract must be handled in conformance with specific public laws and regulations (i.e. Federal Acquisition Regulation

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and Agency for International Development Acquisition Regulation). The Contractor and the COR must bring all Contracting problems to the immediate attention of the Contracting Officer. Only the Contracting Officer is authorized to formally resolve such problems. The Contracting Officer will be responsible for resolving legal issues, determining Contract scope and interpreting Contract terms and conditions. The Contracting Officer is the sole authority authorized to approve changes in any of the requirements under this Contract.

Notwithstanding any clause contained elsewhere in this Contract, the said authority remains solely with the Contracting Officer. These changes include, but will not be limited to the following areas: scope of work, price, quantity, technical specifications, delivery schedules, and Contract terms and conditions. In the event the Contractor effects any changes at the direction of any other person other than the Contracting Officer, the change will be considered to have been made without authority.

(f) Failure by the Contractor to report to the Administrative Contracting Office, any action by the Government considered to be a change, within the specified number of days contained in FAR 52.243-7 (Notification of Changes), waives the Contractor's right to any claims for equitable adjustments.

The Administrative Office is:

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

G.5 PAYING OFFICE

The Paying Office for this Contract is:

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

Payment requests must be submitted to: payments-kathmandu@usaid.gov

G.6 ACCOUNTING AND APPROPRIATION DATA

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

H.7 SUBCONTRACTING CONSENT

Consent to subcontract to the organizations listed below that were proposed as part of the Contractor's project team will be deemed to be granted at the time of contract award, unless the Contractor is otherwise notified by the Contracting Officer in writing. The Contractor shall seek consent to subcontract for all other subcontractors not named below from the Contracting Officer in accordance with FAR 52.244-2 "Subcontracts".

TBD

The Contractor is required to ensure that all applicable clauses flow down to the subcontractor. The Contracting Officer's consent to subcontract does not constitute a determination of the acceptability of the subcontract terms, conditions or costs and/or price, or the reasonableness, allowability or allocability of costs, and does not relieve the Contractor of any obligations under the Contract.

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 Lesotho using foreign assistance funds should purchase commodities in South Africa, any taxes imposed by South Africa would not be reported in the report for Lesotho (or South Africa).
 - (6) Any reimbursements received by the contractor during the period in (4) regardless of when the foreign tax was assessed and any reimbursements on the taxes reported in (4) received through March 31.
 - (7) Report is required even if the contractor did not pay any taxes during the report period.
 - (8) Cumulative reports may be provided if the contractor is implementing more than one program in a foreign country.
- (c) Definitions. For purposes of this clause:
- (1) "Agreement" includes USAID direct and country contracts, grants, cooperative agreements and interagency agreements.
 - (2) "Commodity" means any material, article, supply, goods, or equipment.
 - (3) "Foreign government" includes any foreign governmental entity.
 - (4) "Foreign taxes" means value-added taxes and custom duties assessed by a foreign government on a commodity. It does not include foreign sales taxes.
- (d) Where. Submit the reports to:
- Controller
Office of the Controller
United States Agency for International Development
G.P.O. Box 295, U.S. Embassy,
Maharajgunj, Kathmandu
Nepal
- (e) Subagreements. The contractor must include this reporting requirement in all applicable subcontracts and other subagreements.
- (f) For further information see <http://www.state.gov/m/rm/c10443.htm>.

H.11 AIDAR 752.7007, PERSONNEL COMPENSATION (JUL 2007)

- (a) Direct compensation of the Contractor's personnel will be in accordance with the Contractor's established policies, procedures, and practices, and the cost principles applicable to this contract (See also 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.5 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 shall 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.

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

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

- (a) Salaries and wages shall not exceed the Contractor's established policy and practice, including the Contractor's established pay scale for equivalent classifications of employees, which shall 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 shall 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 shall 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 shall 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.

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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 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

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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 RFP. In addition, the contractor must comply with host country environmental regulations unless otherwise directed in writing by USAID. In case of conflict between host country and USAID regulations, the latter shall govern.

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, shall 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 shall prepare an amendment to the documentation for USAID review and approval. No such new activities shall be undertaken prior to receiving written USAID approval of environmental documentation amendments.

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

H.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 whose travel USAID funds in whole or in part, directly or indirectly is an Exchange Visitor. All exchange visitors must travel to the U.S. on a J-1 visa and USAID/Nepal will facilitate the process.

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

Application of ADS 252 and ADS 253

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

- prepare training 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 recipient of this award must inform USAID/Nepal of all third country and U.S. training when such trainings are confirmed.

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

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

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

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

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

4. As part of the Property Disposition Plan, the Contractor will provide a separate and final inventory of IT resources. After consultation with the COR and the USAID Office of Information Resource Management, the Contracting Officer will provide disposition instructions to the Contractor. The Contractor shall provide a final report to the COR and Contracting Officer on the final disposition of all IT resources.

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

H.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 shall 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 shall comply with all requirements of the clauses of this contract entitled "Government Property (Cost Reimbursement, Time-and-Material, or Labor-Hour Contracts (FAR 52.245-1) —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:

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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
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/COR within 90 days after the effective date of this contract unless noted otherwise in the delivery schedule of the contract.

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 shall be used to pay for the performance of involuntary sterilization as a method of family planning or to coerce or provide any financial incentive to any individual to practice sterilization.

(b) *Prohibition on Abortion-Related Activities*

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

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

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

H.29 GEOGRAPHIC INFORMATION SYSTEMS (GIS)

[THIS SECTION RESERVED]

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.

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“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

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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.

[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	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	FEB 1997

	DISPUTES	
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 POLICY 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) ALTERNATE I	JUN 1985
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT 2004
52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	APR 1984
52.242-3	PENALTIES FOR UNALLOWABLE COSTS	MAY 2001
52.242-4	CERTIFICATION OF FINAL INDIRECT COSTS	JAN 1997
52.242-13	BANKRUPTCY	JUL 1995
52.243-2	CHANGES--COST REIMBURSEMENT ALTERNATE I (APR 1984)	AUG 1987
52.244-2	SUBCONTRACTS ALTERNATE I (JUN 2007)	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
52.248-1	VALUE ENGINEERING	OCT 2010

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52.249-6	TERMINATION (COST-REIMBURSEMENT)	MAY 2004
52.249-14	EXCUSABLE DELAYS	APR 1984
52.253-1	COMPUTER GENERATED FORMS	JAN 1991

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752.202-1	USAID DEFINITIONS CLAUSE -- GENERAL SUPPLEMENT FOR USE IN ALL USAID CONTRACTS	JAN 1990
752.209-71	ORGANIZATIONAL CONFLICTS OF INTEREST DISCOVERED AFTER AWARD	JUN 1993
752.204-2	SECURITY REQUIREMENTS	
752.211-70	LANGUAGE AND MEASUREMENT	JUN 1992
752.227-14	RIGHTS IN DATA – GENERAL	OCT 2007
752.228-3	WORKER’S COMPENSATION INSURANCE (DBA)	
752.228-7	INSURANCE-LIABILITY TO THIRD PERSONS	
752.228-70	MEDICAL EVACUATION (MEDVAC) SERVICES	JUL 2007
752.231-71	SALARY SUPPLEMENTS FOR HG EMPLOYEES	OCT 1998
752.245-70	GOVERNMENT PROPERTY--USAID REPORTING REQUIREMENTS	
752.245-71	TITLE TO AND CARE OF PROPERTY	APR 1984
752.7001	BIOGRAPHICAL DATA	JUL 1997
752.7002	TRAVEL AND TRANSPORTATION	JAN 1990
752.7003	DOCUMENTATION FOR PAYMENT	NOV 1998
752.7006	NOTICES	APR 1984
752.7007	PERSONNEL COMPENSATION	JUL 2007
752.7008	USE OF GOVERNMENT FACILITIES OR PERSONNEL	APR 1984
752.7010	CONVERSION OF U.S. DOLLARS TO LOCAL CURRENCY	APR 1984
752.7011	ORIENTATION AND LANGUAGE TRAINING	APR 1984
752.7013	CONTRACTOR-MISSION RELATIONSHIPS	OCT 1989
752.7014	NOTICE OF CHANGES IN TRAVEL REGULATIONS	JAN 1990
752.7015	USE OF POUCH FACILITIES	JUL 1997
752.7018	HEALTH AND ACCIDENT COVERAGE FOR USAID PARTICIPANT TRAINEES	JAN 1999
752.7019	PARTICIPANT TRAINING	JAN 1999
752.7023	REQUIRED VISA FORM FOR USAID PARTICIPANTS	APR 1984
752.7025	APPROVALS	APR 1984
752.7027	PERSONNEL	DEC 1990
752.7028	DIFFERENTIALS AND ALLOWANCES	JUL 1996
752.7029	POST PRIVILEGES	JUL 1993
752.7031	LEAVE AND HOLIDAYS	OCT 1989
752.7033	PHYSICAL FITNESS	JUL 1997
752.7034	ACKNOWLEDGEMENT AND DISCLAIMER	DEC 1991
752.7035	PUBLIC NOTICES	DEC 1991

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

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

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

“Full cooperation”—

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- (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 52.204-01 APPROVAL OF CONTRACT (DEC 1989)

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

I.4 52.204-7 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

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(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> .

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

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

“Executive” means officers, managing partners, or any other employees in management positions.

“First-tier subcontract” means a subcontract awarded directly by the Contractor for the purpose of acquiring supplies

or services (including construction) for performance of a prime contract. It does not include the Contractor’s supplier agreements with vendors, such as long-term arrangements for materials or supplies that benefit multiple contracts and/or the costs of which are normally applied to a Contractor’s general and administrative expenses or indirect costs.

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

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

(1) *Salary and bonus.*

(2) *Awards of stock, stock options, and stock appreciation rights.* Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Financial

Accounting Standards Board's Accounting Standards Codification (FASB ASC) 718, Compensation-Stock Compensation.

(3) *Earnings for services under non-equity incentive plans.* This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

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

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

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

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

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

(d)(1) *Executive compensation of the prime contractor.* As a part of its annual registration requirement in the System for Award Management (SAM) database (FAR provision 52.204-7), the Contractor shall report the names and total compensation of each of the five most highly compensated executives for its preceding completed fiscal year, if—

(i) In the Contractor's preceding fiscal year, the Contractor received—

(A) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and sub-grants), 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 sub-grants), 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.fsrs.gov> for that first-tier subcontract. (The Contractor shall follow the instructions at <http://www.fsrs.gov> to report the data.)

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

(ii) Name of the subcontractor.

(iii) Amount of the subcontract award.

(iv) Date of the subcontract award.

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

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

(vii) Subcontractor's physical address including

street address, city, state, and country. Also include the 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 award date), the Contractor shall report the names and total compensation of each of the five most highly compensated executives for that first-tier subcontractor for the first-tier subcontractor's preceding completed fiscal year at <http://www.fsrs.gov>, if— (i) In the subcontractor's preceding fiscal year, the subcontractor received—(A) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance; and (B) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and sub-grants), 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 SAM and FPDS databases. If FPDS information is incorrect, the contractor should notify the contracting officer. If the SAM database information is incorrect, the contractor is responsible for correcting this information.

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

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

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

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

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

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

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

(i) Past performance reviews required by subpart 42.15;

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

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

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

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- (1) If the Contractor asserts in writing within 7 calendar days, to the Government official who posted the information, that some of the information posted to the non-public segment of FAPIIS is covered by a disclosure exemption under the Freedom of Information Act, the Government official who posted the information must within 7 calendar days remove the posting from FAPIIS and resolve the issue in accordance with agency Freedom of Information procedures, prior to reposting the releasable information. The contractor must cite 52.209-9 and request removal within 7 calendar days of the posting to FAPIIS.
- (2) The Contractor will also have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associated information is retained, *i.e.*, for a total period of 6 years. Contractor comments will remain a part of the record unless the Contractor revises them.
- (3) As required by section 3010 of Pub. L. 111-212, all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available.
- (d) Public requests for system information posted prior to April 15, 2011, will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.

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).

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- (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

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(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.

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

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

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

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

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

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

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

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

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

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

“Severe forms of trafficking in persons” means—

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

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

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

- (1) Engage in severe forms of trafficking in persons during the period of performance of the Contract;
- (2) Procure commercial sex acts during the period of performance of the Contract; or
- (3) Use forced labor in the performance of the Contract.

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

- (1) Notify its employees of—
 - (i) The United States Government’s zero tolerance policy described in paragraph (b) of this clause; and
 - (ii) The actions that will be taken against employees for violations of this policy. Such actions may include, but are not limited to, removal from the Contract, reduction in benefits, or termination of employment; and
- (2) Take appropriate action, up to and including termination, against employees or SubContractors that violate the policy in paragraph (b) of this clause.

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

- (1) Any information it receives from any source (including host country law enforcement) that alleges a Contractor employee, SubContractor, or SubContractor employee has engaged in conduct that violates this policy; and
- (2) Any actions taken against Contractor employees, SubContractors, or SubContractor employees pursuant to this clause.

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

- (1) Requiring the Contractor to remove a Contractor employee or employees from the performance of the Contract;
- (2) Requiring the Contractor to terminate a SubContract;
- (3) Suspension of Contract payments;

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- (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) *Sub Contracts*. The Contractor shall include the substance of this clause, including this paragraph (f), in all Sub Contracts.
- (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 __TBD__ 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—

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(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).

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(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.

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- (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 52.252-2 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.14 52.217-5 EVALUATION OF OPTIONS (JUL 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).

I.15 752.7032 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.16 752.242-70 PERIODIC PROGRESS REPORTS (OCT 2007)

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

(b) During any delay in furnishing a progress report required under this Contract, the Contracting officer may withhold from payment an amount not to exceed US\$25,000 (or local currency equivalent) or 5 percent of the amount of this Contract, whichever is less, until such time as the Contractor submits the report or the

Contracting officer determines that the delay no longer has a detrimental effect on the Government's ability to monitor the Contractor's progress.

I.17 AIDAR 752.7034 ACKNOWLEDGMENT AND DISCLAIMER (DEC 1991)

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

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

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

[END OF SECTION I]

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

ATTACHMENT NUMBER	TITLE
ATTACHMENT 1	CURRENT SCHEDULE OF PERFORMANCE AND IMPACT EVALUATIONS
ATTACHMENT 2	CURRENT SCHEDULE OF SURVEYS, ANALYSES, STUDIES, AND ASSESSMENTS
ATTACHMENT 3	USAID FORM AID 1420-17 - CONTRACTOR EMPLOYEE BIOGRAPHICAL DATA SHEET
ATTACHMENT 4	APPROVED INITIAL ENVIRONMENTAL EXAMINATION
ATTACHMENT 5	COST PROPOSAL LEVEL OF EFFORT CHART (EXCEL ATTACHMENT)
ATTACHMENT 6	TECHNICAL PROPOSAL LEVEL OF EFFORT CHART (EXCEL ATTACHMENT)
ATTACHMENT 7	SUMMARY BUDGET TEMPLATE (EXCEL ATTACHMENT)
ATTACHMENT 8	DEFINITIONS OF THE TERMS OF THE DIFFERENT TYPES OF COSTS USED IN SUMMARY BUDGET TEMPLATE

[END OF SECTION J]

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- (iii) [52.204-3](#), Taxpayer Identification. This provision applies to solicitations that do not include the provision at [52.204-7](#), System for Award Management. (iv) [52.204-5](#), Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—
- (A) Are not set aside for small business concerns;
 - (B) Exceed the simplified acquisition threshold; and
 - (C) Are for contracts that will be performed in the United States or its outlying areas.
- (v) [52.209-2](#), Prohibition on Contracting with Inverted Domestic Corporations—Representation. This provision applies to solicitations using funds appropriated in fiscal years 2008, 2009, 2010, or 2012.
- (vi) [52.209-5](#), Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.
- (vii) [52.214-14](#), Place of Performance—Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.
- (viii) [52.215-6](#), Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.
- (ix) [52.219-1](#), Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.
- (A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.
 - (B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.
- (x) [52.219-2](#), Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.
- (xi) [52.222-22](#), Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at [52.222-26](#), Equal Opportunity.
- (xii) [52.222-25](#), Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at [52.222-26](#), Equal Opportunity.
- (xiii) [52.222-38](#), Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.
- (xiv) [52.223-1](#), Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA–designated items; or include the clause at [52.223-2](#), Affirmative Procurement of Biobased Products Under Service and Construction Contracts.
- (xv) [52.223-4](#), Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA–designated items.
- (xvi) [52.225-2](#), Buy American Certificate. This provision applies to solicitations containing the clause at [52.225-1](#).
- (xvii) [52.225-4](#), Buy American—Free Trade Agreements— Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at [52.225-3](#).
- (A) If the acquisition value is less than \$25,000, the basic provision applies.
 - (B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.
 - (C) If the acquisition value is \$50,000 or more but is less than \$79,507, the provision with its Alternate II applies.
 - (D) If the acquisition value is \$79,507 or more but is less than \$100,000, the provision with its Alternate III applies.
- (xviii) [52.225-6](#), Trade Agreements Certificate. This provision applies to solicitations containing the clause at [52.225-5](#).
- (xix) [52.225-20](#), Prohibition on Conducting Restricted Business Operations in Sudan—Certification. This provision applies to all solicitations.
- (xx) [52.225-25](#), Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications. This provision applies to all solicitations.
- (xxi) [52.226-2](#), Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.
- (2) The following certifications are applicable as indicated by the Contracting Officer:

[Contracting Officer check as appropriate.]

- ___ (i) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.
- ___ (ii) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment- Certification.
- ___ (iii) 52.222-52, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Certification.
- ___ (iv) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA– Designated Products (Alternate I only).
- ___ (v) 52.227-6, Royalty Information.
- ___ (A) Basic.
- ___ (B) Alternate I.
- ___ (vi) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

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

FAR CLAUSE #	TITLE	DATE	CHANGE

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on SAM.

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

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

I. DISCLOSURE STATEMENT—COST ACCOUNTING PRACTICES AND CERTIFICATION

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

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

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

(c) Check the appropriate box below:

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

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

Date of Disclosure Statement: _____

Name and Address of Cognizant ACO or Federal Official

Where Filed: _____

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

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

Date of Disclosure Statement: _____

Name and Address of Cognizant ACO or Federal Official

Where Filed: _____

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

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

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

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

II. COST ACCOUNTING STANDARDS—ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE

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

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

CAUTION: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost

accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$50 million or more.

III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS

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

Yes No

K.4 FAR 52.230-7 PROPOSAL DISCLOSURE--COST ACCOUNTING PRACTICE CHANGES (APR 2005)

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

Yes No

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

- (1) Prepare the price proposal in response to the solicitation using the changed practice for the period of performance for which the practice will be used; and
- (2) Submit a description of the changed cost accounting practice to the Contracting Officer and the Cognizant Federal Agency Official as pricing support for the proposal.

K.5 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.6 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.*

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- (i) The taxpayer has received a statutory notice of deficiency, under I.R.C. § 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.
- (ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. § 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.
- (iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. § 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.
- (iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).
- (ii) The Offeror has or has not, within a three-year period preceding this offer, had one or more Contracts terminated for default by any Federal agency.
- (2) —Principal, for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (*e.g.*, general manager; plant manager; head of a division or business segment; and similar positions).
- This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.
- (b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to Contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror non responsible.
- (d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the Contract resulting from this solicitation for default.

K.7 SIGNATURE

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

Solicitation No. _____

Offer/Proposal No. _____

Date of Offer _____

Name of Offeror _____

Typed Name and Title _____

Signature _____ Date _____

[END OF SECTION K]

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS**L.1 NOTICE LISTING SOLICITATION PROVISIONS INCORPORATED BY REFERENCE**

The following solicitation provisions pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the FAR provision at FAR "52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE" in Section L of this solicitation. See FAR 52.252-1 for an internet address (if specified) for electronic access to the full text of a provision.

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

L.2 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013)

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

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

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

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

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

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

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

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

- (i) In a criminal proceeding, a conviction.
- (ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.
- (iii) In an administrative proceeding, a finding of fault and liability that results in—
 - (A) The payment of a monetary fine or penalty of \$5,000 or more; or
 - (B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

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

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the System for Award Management database via <https://www.acquisition.gov> (see 52.204-7).

L.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 Contracting

Officer’s discretion, result in the offeror being allowed to revise its proposal. “In writing,” “writing,” or “written” means any worded or numbered expression that can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

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

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

“Time,” if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

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

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

(1) Unless other methods (*e.g.*, electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

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

(i) The solicitation number;

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

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

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

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

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

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

(ii)(A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is “late” and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and—

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

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

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

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

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

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at [52.215-5](#), Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR [52.225-17](#), Evaluation of Foreign Currency Offers, is included in the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

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(d) *Offer expiration date.* Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) *Restriction on disclosure and use of data.* Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall—

(1) Mark the title page with the following legend:

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed—in whole or in part—for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of—or in connection with—the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [*insert numbers or other identification of sheets*]; and

(2) Mark each sheet of data it wishes to restrict with the following legend:

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) *Contract award.*(1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(11) If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

- (i) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.
- (ii) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.
- (iii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
- (iv) A summary of the rationale for award.
- (v) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.
- (vi) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

L.4 52.204-6 DATA UNIVERSAL NUMBERING SYSTEM NUMBER (JUL 2013)

(a) *Definition.* "Data Universal Numbering System (DUNS) number", as used in this provision, means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities, which is used as the identification number for Federal Contractors.

(b) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS number or "DUNS+4" that identifies the Offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet, Inc. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the Offeror to establish additional System for Award Management records for identifying alternative Electronic Funds Transfer (EFT) accounts (see [Subpart 32.11](#)) for the same concern.

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

(1) An Offeror may obtain a DUNS number—

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

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

- (i) Company legal business name.
- (ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
- (iii) Company physical street address, city, state and ZIP Code.
- (iv) Company mailing address, city, state and ZIP Code (if separate from physical).
- (v) Company telephone number.
- (vi) Date the company was started.
- (vii) Number of employees at your location.
- (viii) Chief executive officer/key manager.
- (ix) Line of business (industry).
- (x) Company Headquarters name and address (reporting relationship within your entity).

L.5 FAR 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates to award a Cost plus Fixed Fee (CPFF), Term Type contract 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 Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Hand-Carried Address:

Shirley L. Baldwin
Contracting Officer
Office of Acquisition and Assistance (OAA)
Nepal Mission
United States Agency for International Development
G.P.O. Box 295
U. S. Embassy, Maharajgunj
Kathmandu, Nepal

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

L.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 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, as amended. Electronic submission of proposals via e-mail is required. The offeror must submit proposals by email only to kathmanduoaexchange@usaid.gov with a subject line "Reference to the RFP No. SOL-367-15-000009". Proposals must be signed by an official who is authorized to bind the organization. Paper copies of the proposals are not required. The Proposal shall be prepared in two separate parts: the Technical Proposal shall address technical aspects only while the Business (Cost) Proposal shall present the costs and address related issues such as responsibility. Technical proposal 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.

Offerors must not include in Technical Proposals cost content or reference costing data in order that the technical evaluation may be made on the basis of technical merit. Offerors that do not follow these requirements may be disqualified from the competition as determined by the Contracting Officer.

(B) Government Obligation

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

Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order (FAR 52.215-8):

- i. The Schedule including Sections A, B, D, E, F, G, H;
- ii. Representations and other instructions (Section K, L, M);
- iii. Contract Clauses (Section I);
- iv. Other documents, exhibits, and attachments (Section J);
- v. The Specifications (Section C).

L.9 QUESTIONS AND CLARIFICATIONS

Any questions, comments and requests for clarifications must be sent kathmanduoaexchange@usaid.gov.

L.10 CLOSING DATE AND TIME

All proposals in response to this solicitation must be submitted no later than the time and the date indicated on the cover page of this RFP. Offerors are responsible to confirm receipt of its electronically transmitted files by the due date and time.

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

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

L.13 INSTRUCTIONS FOR THE PREPARATION OF THE TECHNICAL PROPOSAL

The Technical Proposal is limited to 20 pages and must be written in plain English. Offerors 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. Offerors must number each page consecutively. Offerors must not use a type smaller than Times New Roman 11 font. Information submitted beyond 20 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 20 page limitation. The Executive Summary and Table of Contents are not subject to the 20-page limitation. 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.

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.

Technical Proposal Table of Contents

1. Cover Page
2. Executive Summary (2-page limit not included in the 20 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 (see Section L.13.2.1)
4. Management Plan and Institutional Capacity (see Section L.13.2.2)
5. Personnel (see Section L.13.2.2)

Table of Annexes

Offerors must tab annexes according to the alpha list in the Table of Annexes. Offerors must reference annexes in the respective narratives of the appropriate sections of the technical proposal. These annexes are not included in the 20-page limit.

- a. Acronym list
- b. Monitoring and Evaluation Plan (see requirement at L.13.2.4.b)
- c. Past Performance (see requirement at L.13.2.4.c)
- d. Gender Equality and Social Inclusion (GESI) Statement (see requirement at L.13.2.4.d)
- e. CVs (see requirement at L.13.2.4.e)
- f. Letters of commitment from proposed Key Personnel (see requirement at L.13.2.4.f)
- g. Letters of commitment from subcontractors and implementing Partners (if any) (see requirement at L.13.2.4.g)
- h. Reference Checks (see requirement at L.13.2.4.h)
- i. LOE Chart (see requirement at L.13.2.4.i)
- j. Branding Implementation Plan and Marking Plan (see requirement at L.13.2.4.j)

L.13.2 Technical Proposal Content Detail

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

Name of organization

Authorized point of contact name, title, and e-mail

Solicitation # and List of Amendments received

DUNS #

L.13.2.1 Technical Understanding and Approach (See M.3.1)

This section shall clearly describe the context in which the activity will be implemented and the Offeror's understanding of the challenges, needs and opportunities for helping USAID/Nepal meet its monitoring and evaluation needs as per Agency requirements. This section must also include a clear description of the conceptual approach and the general strategy (i.e., methodology and techniques) being proposed to achieve the tasks described in Section C.

The proposal must demonstrate a comprehensive, innovative, and achievable approach for developing USAID/Nepal staff and implementing partners' monitoring and evaluation capacity and offer clear metrics on how USAID will measure progress toward achieving this.

The Offeror must include in Annex A a draft work plan for the first year of the program, as well as an illustrative monitoring and evaluation plan in Annex B that will demonstrate how the Offeror will establish baselines and targets, and measure progress towards the stated activity deliverables and objectives. The final work plan and M&E plan will be completed within 60 days of contract award.

Offerors must elaborate their technical approach for the most effective way to develop and realize the objectives of this activity. Offerors are expected to provide a thorough and concise description of how they

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will execute the tasks outlined in Section C. They must present a convincing and compelling articulation of their technical approach that will permit USAID to distinguish and differentiate among proposals. Offerors must describe not only their understanding of USAID M&E requirements, but the ways in which the Offeror's sectoral expertise and depth of evaluation experience will add value to USAID/Nepal's M&E processes under each of the three components outlined in Section C.

As two-page narrative within the Technical Approach, Offerors must also address the following item:

- Roll-out plan including methodology, and proposed LTTA and STTA personnel, for a rapid start-up to begin the Early Grade Reading Program Impact Evaluation within 30 days of the effective date of the Contract.

The technical approach portion of the proposal must not exceed 20 pages.

L.13.2.2 Management and Staffing Plan (See M.3.2)

The management and staffing plan must present the Offeror's strategy for performing the tasks described in Section C. The management plan shall be appropriate and aligned with the proposed technical approach. The management and staffing plan must also specify the compositions and organizational structure of the activity team and describe each staff member's role, technical expertise, and estimated amount of time each will devote to completing tasks under this activity. It must clearly describe the roles and responsibilities of Home Office (to be incorporated from the successful Offeror's approach in Section C.7.1), field staff, and sub-contractors if applicable

This section must provide brief biographies and description of roles and responsibilities for each required key personnel, and if applicable, additional proposed key (maximum two), and non-key personnel who will contribute to the completion of LOE as indicated in Section F.7 of this RFP. The Offeror must indicate the employer for each staff – prime or partner; local, U.S., or other. This narrative is an opportunity for the Offeror to elaborate on its vision for implementation through its personnel choices, describing how the proposed individuals are uniquely qualified for their respective roles and how they will fulfill the responsibilities of this contract. If the Offeror has opted to propose the utilization of HQ staff to fulfill LOE requirements, the Offeror must prepare a compelling narrative justifying the use of HQ staff and must clearly indicate whether the staff are performing the LOE on-site or off-site by footnote to the LOE form.

The Offeror must propose a mix of short- and long-term expertise which it will use to perform the tasks described in Section C, including their role, technical expertise, and estimated amount of time to be devoted to the activity.

A summary chart shall be presented showing the estimated Level of Effort (LOE) for each position of the professional team and for each of the planned short-term technical positions using the Level of Effort chart in Attachment 6. This chart must also indicate whether the short-term positions will be staffed by international (U.S. and third-country nationals) or Nepali professionals.

Offerors must demonstrate the ability to mobilize short-term technical assistance in each of the sectors relevant to USAID/Nepal's CDCS. ***This technical assistance capacity must include sectoral expertise combined with expertise in measuring and evaluating development interventions in that sector.***

The Management and Staffing Plan narrative must not exceed 5 pages in length.

L.13.2.3 Institutional Capability (See M.3.3)

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The **Institutional Capability Section** must clarify what the proposed partner organizations' institutional responsibilities are, and how those responsibilities complement and complete one another. The Offeror (including sub-contractor(s)) shall demonstrate their institutional capability and organizational experience in managing contracts of similar objectives, magnitude, and complexity. Offerors 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.

Offerors must use this space to briefly describe any quality awards or certifications that indicate exceptional capacity to provide the service or product described in the statement of work.

The Institutional Capacity narrative must not exceed 2 pages in length.

L.13.2.4 Annex Content Defined

a. Acronym list is self-explanatory.

b. Monitoring and Evaluation Plan

The Offeror must submit with the proposal an initial M&E plan that includes illustrative outcomes and indicators for each component. The Offeror must include as an annex to the proposal a draft Monitoring and Evaluation (M&E) Plan with indicators proposed for each of the three components described in Section C. The draft monitoring and evaluation 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 implementation of the monitoring and evaluation plan. (See Section C.6 for a complete description of the required M&E Plan).

c. Past Performance (See M.3.4)

The Offeror (including all partners of a joint venture) 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 10 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.

A "major subcontractor" for the purposes of this solicitation is defined as any subcontractor performing more than 10 percent of the prime contractor's proposed price or more than 20% of the technical effort (LOE).

USAID recommends that Offerors 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)).

d. Gender Equality and Social Inclusion (GESI) Statement (See M.3)

In carrying out this activity, the successful Offeror must take into consideration gender and social inclusion issues, both in its operations and in its outcomes. This is consistent with USAID/Nepal's explicit policy that all of its activities must be sensitive not only to gender issues, but to inclusion issues as well. Because Nepali society has traditionally discriminated against and excluded people on the basis of gender, caste, and ethnicity, the successful Offeror must specifically recognize these challenges and address them. Thus, the approach of the successful Offeror is expected to clearly describe how the activity will improve USAID/Nepal's ability to: effectively target women and marginalized groups; define and measure female and marginalized group empowerment within and across sectors; mainstream GESI-sensitive indicators and evaluation questions throughout its PMP.

Offerors are strongly encouraged to refer to gender analysis and social inclusion documentation, including but not limited to, USAID/Nepal's Gender and Inclusion Assessment (2007), which is available through the following link: http://pdf.usaid.gov/pdf_docs/pnadq654.pdf

GESI Statement Content Requirement:

The Offeror must submit an original, thoughtful and succinct two-page narrative describing the ways in which the Contractor will incorporate GESI into the performance of each of the three components of this contract, as described in Section C.

The Offeror must also explain how gender equality and social inclusion will be integrated into the technical approach, keeping in mind the unique nature of Nepal's gender and social norms. The proposed technical approach to implementation must be logical and both conceptually and operationally appropriate to achieving the desired outputs and outcomes.

e. Curriculum Vitae (See M.3.2)

The Offeror must submit CVs of no more than two pages for each proposed key personnel. CVs must contain only the most relevant experience and education. CVs must not contain salary information.

f. Letters of Commitment – Key Personnel (See M.3.2)

Offerors must submit a signed 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. Letters of Commitment must be submitted as part of the Technical Proposal. Letters of Commitment are not required in the Cost Proposal.

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

Offerors must submit a signed statement for each major subcontractor or partner organization confirming their intention to supply the required services and expertise for the duration of the contract period. Offerors must include additional federal contract eligibility identification information such as DUNS and SAMs registration in the letter content. Statements must not contain budget information.

h. Reference Checks for Key Personnel (See M.3.2)

Offerors must submit at least three points of contact for each proposed key personnel including contact name, professional relationship, e-mail, and phone number. USAID reserves the right to pursue other reference checks.

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

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Offerors must complete the Level of Effort (LOE) chart using the attached spreadsheet, Section J, Attachment 6 for all indicated personnel categories, direct and subcontracted, expressed in days and detailing exactly how many productive workdays out of each year each individual will devote to the implementation of the Monitoring & Evaluation and Learning contract. Offerors must use Attachment 6 to record the total LOE (inclusive of leave) and Productive LOE (exclusive of leave) in the appropriate tabs. Offerors are to provide names of proposed individuals for each position in the LOE chart. Offerors must not express any cost or price information in the table. The LOE total and that of each labor category group is the minimum required. Offerors may propose additional professional staff as appropriate to their respective approaches and this information must be included in Attachment 6 as added rows, properly calculated in total formula cells.

j. Branding Implementation Plan and Marking Plan

Offerors must submit a Branding Implementation Plan 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. Offerors must identify proposed exceptions in accordance with ADS 320.3.2.5.

L.14 INSTRUCTIONS FOR THE PREPARATION OF THE COST PROPOSAL

The Cost Proposal must be written in English. Offerors must use 8.5 inch by 11 inch (210mm by 297mm) paper, single-spaced pages in 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. Offerors 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
2. Budget Narrative Detail
3. Biodata Forms
4. Negotiated Indirect Cost Rate Agreement (NICRA)
5. Evidence of Responsibility
6. LOE rates by labor category and level (Attachment 5)
7. Workday, Workweek and Paid Absence Policy

L.14.2 Content Details

1. Budget Spreadsheets. Offerors must submit a summary budget using the Excel file template (See Section J, Attachment 7) for the prime and each major subcontractor. Definitions of the terms of the different types of costs used in the summary budget are provided in Attachment 8. For each summary budget, the Offeror and each subcontractor must develop and submit its budget detail according to line item (a.-k.)
2. Budget Narrative. For each budget detail line item of the prime and for each major subcontractor/partner, Offerors must submit a narrative explaining how costs were derived and justifying the necessity of the cost in the successful performance of the contract.
3. Biodata Forms. Offerors must submit biodata forms (Form 1420-17) for all personnel comprising the LOE.

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 Contractor 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 technical effort (LOE) or 10 percent of the prime contractor's proposed cost (excluding fee).

5. EVIDENCE OF RESPONSIBILITY

The Offeror must submit sufficient evidence of responsibility for the contracting officer to make an affirmative determination of responsibility pursuant to the requirements of FAR Subsection 9.104-1. If the Offeror fails to submit sufficient evidence for the Contracting Officer to make an affirmative determination of responsibility, then the Contracting Officer may make a determination of non-responsibility and be precluded from awarding a contract to that Offeror. However, in the case of a small business Offeror, the Contracting Officer will comply with FAR Subpart 19.6. Accordingly, prime Offerors should seriously address each element of responsibility. To be determined responsible, a prospective Contractor must:

- (a) Have adequate financial resources to perform the contract, or the ability to obtain them (see 9.104-3(a));
- (b) Be able to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments;
- (c) Have a satisfactory performance record (see 9.104-3(b) and Subpart 42.15). A prospective contractor shall not be determined responsible or nonresponsible solely on the basis of a lack of relevant performance history, except as provided in 9.104-2;
- (d) Have a satisfactory record of integrity and business ethics (for example, see Subpart 42.15).
- (e) Have the necessary organization, experience, accounting and operational controls, and technical skills, or the ability to obtain them (including, as appropriate, such elements as production control procedures, property control systems, quality assurance measures, and safety programs applicable to materials to be produced or services to be performed by the prospective contractor and subcontractors). (See 9.104-3(a).)

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(f) Have the necessary production, construction, and technical equipment and facilities, or the ability to obtain them (see 9.104-3(a)); and

(g) Be otherwise qualified and eligible to receive an award under applicable laws and regulations (see also inverted domestic corporation prohibition at FAR 9.108).

6. The Offeror must prepare and submit a chart of annual LOE estimates for all technical and senior-level personnel, expressed in days and detailing exactly how many actual work days out of each year each individual will devote to the implementation of the program. No loading of days or rates in the preparation of this table is permitted.
7. The Offeror must submit its work day and work week policies and method of accounting for paid absences including holidays for the contractor and major subcontractors. The Offeror's productive LOE and total LOE charts must reflect the application of its policies.

L.14.3 Clarity and Uniformity of Budgets

USAID/Nepal is looking for 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. USAID/Nepal expects unit costs, salary ranges, and ODC estimates to be similar across the members of any given consortium. Offerors are 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 local compensation plan) shall be used for CCN & TCN staff hired to work under this contract in positions comparable to those listed. Offerors preparing salaries for comparable positions in excess of the Local Compensation Plan (LCP) or inclusive of excess benefits must identify these salaries and request a waiver in accordance with AIDAR 722.170.

Unburdened Salary Ranges			
Category	FSN Level	Low (US\$)	High (US\$)
Clerical	(1-5)	2,051	6,847
Administrative Assistants	(6-7)	5,110	10,040
Junior-Level Program Assistant	(8-9)	7,726	14,369
Mid-Level Program Manager	(10)	10,537	15,805
Senior-Level Manager	(11-12)	13,843	25,898
Fringe Benefits (Health Insurance, Dashain Bonus, Provident Fund, retirement, etc....)		25%	30%

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

[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 contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror’s initial proposal should contain the offeror’s best terms from a cost or price and technical standpoint.”

The Government will evaluate Offerors in accordance with this Section of the RFP. An award, if any, will be made to the responsible Offeror for which its 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 according to the factors and criteria indicated in Section M.3. The technical evaluation committee may include experts who are not employees of the Federal Government.

M.2. SOURCE SELECTION OBJECTIVE AND 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 USG.

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 USG may consider award to other than the lowest priced offeror or other than the highest technically rated offeror.

M.3. TECHNICAL EVALUATION

Gender and Social Inclusion is a cross-cutting programmatic requirement and therefore, the Offeror’s approach to gender equality and social inclusion will be evaluated in each of the below factors as relevant to the factor. **(L.13.2.4 Annex d.)**

The Factors for this solicitation are:

1. Technical Understanding and Approach
2. Management and Staffing Plan
3. Institutional Capability
4. Past Performance.

All four factors are weighted equally to each other. These evaluation factors reflect the requirements of this particular solicitation.

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 should address in their proposals.

M.3.1 Factor 1: Technical Understanding and Approach (L.13.2.1 and relevant attachments)

Offerors will be evaluated on their technical approach in accordance with the following criteria below, which are weighted equally:

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- i. Technical Understanding: the extent to which the Offeror demonstrates a clear understanding of the overall contract requirements and of each of the three components outlined in Section C – including their gender equality and social inclusion dimensions – and the relationship of these components to the achievement of USAID/Nepal’s CDCS objectives;
- ii. Implementation Strategy: the extent to which the Offeror provides a clear, technically sound and feasible approach to produce promising, measurable, and sustainable results related to each component outlined in Section C; and
- iii. The Offeror’s distinct advantages in each of the major work areas stated in the SOW.

M.3.2 Management and Staffing Plan (L.13.2.2, L. 13.2.4 e, f, g, h, i, and relevant attachments)

Offerors will be evaluated on their management approach and staffing in accordance with the following sub-criteria below, which are weighted equally:

- i. The extent to which the Offeror’s institutional experience, staffing, and partnership arrangements demonstrate expertise and commitment towards achieving the contract objectives, and the extent to which the proposed management plan supports directly and clearly the successful implementation of the program;
- ii. The extent to which the proposed management and key personnel meet the criteria specified in Section C.7.2 with regards to capacity, experience, education, and qualifications;
- iii. The extent to which the proposed management approach demonstrates a logical and efficient use of resources to successfully achieve the objectives and purpose of the activity; and
- iv. The extent to which the overall Staffing Plan demonstrates the Offeror’s ability to implement the proposed technical approach effectively and respond quickly to USAID/Nepal’s requests for technical expertise, evaluations, assessments, etc.

M.3.3 Institutional Capability (See L.13.2.3)

Offerors will be evaluated on the following:

The extent to which the Offeror demonstrates institutional experience and capability in managing monitoring, evaluation, capacity building, and knowledge management efforts of comparable size, scale, duration, nature, and complexity.

M.3.4 Contractor Past Performance (L.13.2.4 Annex c, and relevant attachments and other information as per this section)

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.13.2.4 of this RFP and from other sources if and when the Contracting Officer finds the existing databases to be insufficient for evaluating an offeror’s performance.
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.

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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, 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.

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

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 shall be used for the purposes of evaluation to determine the best value.

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

[END OF SECTION M]

ATTACHMENT 1: CURRENT SCHEDULE OF PERFORMANCE AND IMPACT EVALUATIONS

Activity/Project	DO	Geographic Scope	Type	FY	Estimated Completion Date
Early Grade Reading Project	3	Mainly Far/Mid-West Terai and Central/West Mountains: Dhakuta, Satari, Bhaktapur, Parsa, Kaski, Rupandehi, Surkhet, Bardiya, Dadeldhura, Kanchenpur, Manang, Mustang, Dolpa, Banke, Kailali, and Dang	Impact (starts within 30 days of contract award)	2015-2020	Feb. 2020
Community Resilience Program	2	6 districts in Central and Eastern Hills and 14 districts in Mid/Far-West Hills	Impact (starts ASAP)	2015-2020	Feb. 2020
Integrated Governance Project	1	Mainly CDCS ZOI ⁹ and Kathmandu	Impact (starts mid-2015)	2015-2020	Feb. 2020
Health for Life Activity	3	West/Mid-West Terai and Hills: Kalikot, Jumla, Dailekh, Jajarkot, Rukum, Surkhet, Salyan, Rolpa, Pyuthan, Bardiya, Banke, Dang, Arghakhanchi, Kapilbastu	Performance (Mid-term)	2015	Sep. 2015
CEPPS III Activity	1	~20 districts, mainly Mid/Far-West Terai and Hills and Central Terai	Performance (Final)	2016	Jun. 2016
CDCS	ALL	Mainly CDCS ZOI ¹⁰ and Kathmandu	Performance (Mid-term)	2017	Apr. 2017
Safe Schools	1, 3	Mainly Far/Mid-West Terai and Central/West Mountains	Performance (Mid-term)	2017	May 2017
Sajhedari Local Governance Activity	1	Mid/Far-West Terai: Kanchanpur, Kailali, Bardiya, Surkhet, Banke, Dang	Performance (Final)	2017	Jun. 2017
Initiative for Climate Change Adaptation Activity	2	Western Terai and Hills: Nawalparasi, Rupandehi, Kapilbastu, Dang, Rolpa, Syangja, Kaski and Parbat	Performance (Final)	2017	Aug. 2017
Natural Resource Management Project	2	Kali Gandaki River Basin, Karnali River Basin, Terai Arc Landscape	Performance (Mid-term)	2017	Sep. 2017
Early Grade	3	Mainly Far/Mid-West	Performance	2018	Oct. 2017

⁹ The CDCS Zone of Influence (ZOI) comprises 20 districts of the Western, Mid-Western, and Far-Western regions of Nepal. See Map of CDCS Geographic Focus Regions and Districts in Section C.3). Some USAID activities fall outside this area, but all sectors have activities present there.

¹⁰ The CDCS Zone of Influence (ZOI) comprises 20 districts of the Western, Mid-Western, and Far-Western regions of Nepal. See Map of CDCS Geographic Focus Regions and Districts in Section C.3). Some USAID activities fall outside this area, but all sectors have activities present there.

Reading Project		Terai and Central/West Mountains: Dhakuta, Satari, Bhaktapur, Parsa, Kaski, Rupandehi, Surkhet, Bardiya, Dadeldhura, Kanchenpur, Manang, Mustang, Dolpa, Banke, Kailali, and Dang	(Mid-term)		
Civil Society Activity	1	Mainly CDCS ZOI and Kathmandu	Performance (Mid-term)	2018	Apr. 2018
Public Financial Management Activity	1	Mainly CDCS ZOI and Kathmandu	Performance (Mid-term)	2018	May 2018
Combating Trafficking in Persons II Activity	1		Performance (Mid-term)	2018	Jun. 2018
DO 2	2	Mainly CDCS ZOI	Performance (Mid-term)	2018	Jul. 2018
CEPPS IV Activity	1		Performance (Mid-term)	2018	Aug. 2018
Early Grade Reading Project	3	Mainly Far/Mid-West Terai and Central/West Mountains: Dhakuta, Satari, Bhaktapur, Parsa, Kaski, Rupandehi, Surkhet, Bardiya, Dadeldhura, Kanchenpur, Manang, Mustang, Dolpa, Banke, Kailali, and Dang	Performance (Final)	2020	Jan. 2020

[END OF SECTION ATTACHMENT 1]

ATTACHMENT 2: CURRENT SCHEDULE OF SURVEYS, ANALYSES, STUDIES, AND ASSESSMENTS

Activity/Project	DO	Type	FY	Estimated Completion Date
GON Capacity Development Assessment	ALL	Assessment of USAID efforts to build GON capacity	2016	Nov. 2015
Gender and Social Inclusion	ALL	Nepal Gender and Social Inclusion Assessment for next CDCS	2017	Sep. 2017
Gender and Social Inclusion	ALL	Mission-wide gender and social inclusion audit	2018	Oct. 2017
Effectiveness of USAID Government-to-Government Funding	ALL	Assessment	2019	Oct. 2018

[END OF SECTION ATTACHMENT 2]

**ATTACHMENT 3: USAID FORM AID 1420-17-CONTRACTOR EMPLOYEE BIOGRAPHICAL
DATA SHEET**

This form is accessed at: <http://www.usaid.gov/forms/>

[END OF SECTION ATTACHMENT 3]

ATTACHMENT 4 : APPROVED INITIAL ENVIRONMENTAL EXAMINATION

ASG 14-99



USAID | NEPAL
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REQUEST FOR CATEGORICAL EXCLUSION

PROGRAM/ACTIVITY DATA:

Program/Activity Number: TBD
Program/Activity Title: Mission Program Design and Learning (PD&L) and other Assessments
Under Operational Plan: No
Objective: To support Program Policy and Learning guidance and strengthen the knowledge base of ongoing as well as new programs in Nepal and other Mission Assessments
Program Area: 1.6, 3.1 and 6.1
Program Element: 1.6.4, 3.1.6, 3.1.7 and 6.1.1
Program Sub-Element:
Country/Region: Nepal
Funding Begins: FY 2014
Funding Ends: FY 2019
LOP amount: US \$7,011,761 estimated
Estimated activity start date: January, 2014
Estimated activity end date: December, 2019
Prepared by: Sanjay K. Das/ Tulsi P. Acharya
Date: April 15, 2013
IEE: Original

ENVIRONMENTAL ACTION RECOMMENDED: (Place X where applicable)
Categorical Exclusion: X Negative Determination (with conditions): _____
Positive Determination: _____ Deferral: _____
Exemption: _____

A. BACKGROUND

The purpose of this Request for Categorical Exclusion (RCE) in accordance with 22 CFR 216 is to provide the first review of the reasonable foreseeable effects on the environment, as well as recommend Threshold Decisions for the evaluation and assessment of cross-cutting activities. This RCE provides brief statement of the factual basis for a Threshold Decision as to whether an Environmental Assessment or an Environmental Impact Statement are required for the activities managed under this program.

B. DESCRIPTION OF ACTIVITIES

USAID will use funds from FY 2008 to FY 2013 to conduct the Mission Program Design and Learning that will support Program Policy and Learning guidance and strengthen the knowledge base of ongoing as well as new programs in Nepal and other USAID/Nepal assessments. These activities are listed in the following table:

Health and Family Planning PD&L Activities	Estimated Cost
Ghar Ghar Ma Swasthya Evaluation	35,000
Verbal autopsy to ascertain causes of neonatal deaths	74,798
Data Quality Assessment for Human Management Information System and Logistic Management Information System	0
GIS mapping of health facilities in remaining districts (with WHO)	148,198
Female Community Health Volunteer Survey	403,102
Program level assessment: USAID's health investments and outcomes in Nepal	300,000
Saath Saath Mid-Term evaluation	150,000
Burden of disease study	300,000
Analysis of census 2011 data (building on other field support): focusing on sex selection	40,000
Gender, Policy & Management Study (Social inclusion and health outcomes)	200,000
Water, Sanitation & Hygiene Post- Open Defecation Free Situational Analysis and Gap Assessment	100,000
Development of Project Appraisal Document (upcoming)	150,000
Democracy and Governance PD&L Activities	Estimated Cost
Consortium of Elections & Political Processes and Strengthening III Mid Term Evaluation	33,763
Monitoring Nepal's Peace Process and Constitution Drafting Project final performance evaluation	100,000
Development Objective1 Baseline study	100,000
Nepal Peace Support Project final performance evaluation	60,000
Complex Crisis Fund PD&L Activities	209,700
SEED PD&L Activities	Estimated Cost
Nepal Economic, Agriculture and Trade evaluation	197,521
External evaluation of Hill Maize Research Program	61,184
Feed the Future - Baseline Survey	113,502
Mid Term evaluation of Hariyo Ban	150,000
Water Resource Management and Freshwater Biodiversity Assessment	250,000
Climate Change Vulnerability and Meta-Analysis	150,000
Political Economy Analysis (optional)	150,000

Cross Cutting PD&L Activities	Estimated Cost
Public Financial Management Risk Assessment Framework (PFMRAF) Stage 2 Assessment of GON Ministries (MOE, MOPR, MOFALD, etc.)	95,250
Country Development and Cooperation Strategy – Performance Monitoring Plan development	120,000
AID Tracker Plus	100,000
PFMRAF Stage 2 Assessment of GON Ministries (MOAG, MOWCSW, MOFSC & MOEST, etc.)	200,000
Other USAID/Nepal Mission Assessment Activities	Estimated Cost
USAID/Nepal Organizational Management Assessment	286,000

C. JUSTIFICATION FOR CATEGORICAL EXCLUSION REQUEST

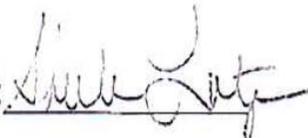
The activities outlined above in section B involve exclusively technical assistance, training, education, analyses, studies, workshops, meetings, and document and information transfers. These actions do not have an effect on the natural or physical environment. These activities fall under the classes of actions identified for **Categorical Exclusions** by 22 CFR 216 under 216.2(c)(2)(i), (iii) and (v). Hence, a **Categorical Exclusion** is recommended for all activities identified.

D. REVISIONS

As with all AID-funded projects, and pursuant to 22 CFR 216.3(a)(9), if new information becomes available which indicates that any of the proposed actions to be funded under this activity might be "major" and their effects "significant", the threshold decisions for those actions will be reviewed and revised by the MEO and an environmental assessment prepared, as appropriate. It is the responsibility of A/COR to timely inform the MEO/Nepal and BEO/Asia of any changes in the scope and nature of the activities, which may warrant the revision of the approved Categorical Exclusion Threshold Decision.

APPROVAL OF RECOMMENDED ENVIRONMENTAL ACTIONS:

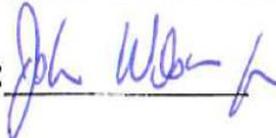
Sheila Lutjens, Acting Director/USAID/Nepal

Approved:  Date: 4-25-14

Disapproved: _____ Date: _____

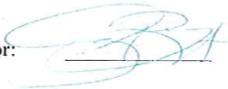
CONCURRENCE:

Mary Melnyk, Asia Bureau Environmental Officer:

Approved:  Date: 5/15/14

Disapproved: _____ Date: _____

**CLEARANCE PAGE FOR: REQUEST FOR CATEGORICAL EXCLUSION FOR MISSION
PROGRAM DESIGN AND LEARNING**

Susan DeCamp Director, PPD	Cleared in draft	Date: 4/16/2014
Shanker Khagi MEO	Cleared in draft	Date: 4/21/2014
Andrei Barannik REA/Central and South Asia & OAPA	Cleared thru e-mail	Date: 4/22/2014
Paul Kim Regional Legal Advisor	Cleared thru e-mail	Date: 4/22/2014
Amy Fawcett Acting Deputy Mission Director:		Date: <u>23 APR 14</u>

Filing instructions:

- AOR project file
- MEO tracking file
- OAA file
- RLA

[END OF SECTION ATTACHMENT 4]

**ATTACHMENT 5: COST PROPOSAL LEVEL OF EFFORT CHART (EXCEL SHEET
ATTACHED)**

[END OF SECTION ATTACHMENT 5]

ATTACHMENT 6: TECHNICAL PROPOSAL LEVEL OF EFFORT CHART (EXCEL SHEET ATTACHED)

[END OF SECTION ATTACHMENT 6]

ATTACHMENT 7: SUMMARY BUDGET TEMPLATE (EXCEL SHEET ATTACHED)

[END OF SECTION ATTACHMENT 7]

ATTACHMENT 8: DEFINITIONS OF THE TERMS OF THE DIFFERENT TYPES OF COSTS USED IN THE SUMMARY BUDGET FORMAT (ATTACHMENT 7):

SALARIES AND WAGES

Enter all proposed labor categories for the project, e.g., Team Leader, Project Director, Finance Manager, Procurement Officer, Program Specialists, M&E Officers, Field based staff, Specialists, administrative support etc., and the estimated month, hours for work with their respective salaries per month or hourly rates that will be dedicated for each related Tasks/Subtasks.

FRINGE BENEFITS

Fringe Benefits are non-salary compensations for employees. These benefits will vary with each organization. Examples of fringe benefits are health insurance, paid vacation and sick leave, housing, retirement benefits, unemployment insurance, tuition reimbursement, Dashain bonus etc. Enter proposed benefits for the project either in percentages or amounts. If percentage is being proposed the percentage rate should represent the cost of an individual employee's non-salary benefits. The rate is applied to an employee's base salary (money earned by the employee) to calculate the burdened cost (total salary cost/compensation) incurred by the company to employ an individual. As such, to determine the amount of an individual's compensation in a proposal budget the base salary is multiplied by the applicable fringe benefit rate percentage.

TRAVEL, TRANSPORTATION AND PERDIEM

Enter itemized travel cost for travel combining such elements such as air fare, bus fares, per diem, local travel and other related expenses such as passports, visas, inoculations etc.

EQUIPMENT (CAPITAL)

Enter proposed equipment (capital) valued above US\$ 5,000 under this category. The categories under this could include items such as vehicles, large generators etc.

SUPPLIES (GENERAL EQUIPMENT)

Enter proposed list of supplies, equipment, commodities etc. within the value from US\$ 1 to \$4,999 that are proposed to be necessary for performance of the project.

CONTRACTUAL

Contractual costs should include various costs necessary to carry out program activities, tasks or services such as trainings, meetings, capacity building etc. that the prime contractor may undertake. Contractual may also include costs that may be subcontracted out to individual consultants, and particular task(s) that may be subcontracted out to another contractor because of highly specialized nature of work that the prime Contractor may not have.

Enter itemized estimated costs for specific consultant services, programs and subcontracts in this category.

OTHER DIRECT COSTS:

USAID/Nepal M&E and Learning

Other Direct Costs are those costs that are directly charged to activities or services that are necessary to specific performance and required for and easily traced to a particular project. The costs for these activities are usually charged to projects on an item-by-item. Itemize any additional other Direct Costs under this cost category. These costs may include items such as office supplies, reproduction costs, preparation of reports, telephone charges, insurance, local office set-up costs for the specific program, rent, utilities, etc. necessary to carry out the project.

INDIRECT COSTS:

Indirect Costs are those costs for activities or services which are not readily identifiable with a particular cost objective (that benefit more than one project) but nevertheless are necessary to the general operation of a profit organization and the conduct of the activities it performs. Their precise benefits to a specific project are often difficult or impossible to trace. The cost of executive salaries, payroll, accounting, personnel, depreciation, general telephone expenses, general travel and supplies expenses are examples of expenses usually considered as indirect costs. The organization's central management and administrative functions, general expenses, and selected joint costs necessary to overall operations are normally identified as indirect costs and budgeted for and distributed through an indirect cost rate. Enter estimated indirect costs only if the organization can demonstrate that they have such types of costs and also must include additional documentation to support the rates as mentioned in Section L 11.

FEES-PROFIT

Profit is generally regarded as remuneration for the risk involved in undertaking the contract tasks. Profit is expressed as a dollar amount which equates to a percentage of the estimated cost. Profits for cost reimbursement contracts must not exceed 10% (FAR 15.404-4(c)(4) with 5% to 7% being the average for cost-reimbursement contracts.

[END OF SECTION ATTACHMENT 8]

[END OF RFP No. SOL-367-15-000009]