

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS No.17a, 23, 24, 26, 30a, 30 b, & 30 c				1. REQUISITION NUMBER PR9202002		PAGE 1 OF 2	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5.SOLICITATION NUMBER <b>19NP-4020-Q-2002</b>	
7. FOR SOLICITATION INFORMATION CALL		a. NAME Vidya Acharya		b. TELEPHONE NUMBER(No collect calls) 4007200, Ext 4309		8. OFFER DUE DATE/ LOCAL TIME 7/17/2020,, before 1700 hours	
9. ISSUED BY American Embassy Kathmandu Bramha Cottage, Narayan Gopal Sadak, Maharajgunj, Kathmandu				10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> EMERGING SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN OWNED <input type="checkbox"/> 8(A) NAICS: SIZE STD:			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		<input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)			
				13b. RATING			
				14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP			
15. DELIVER TO:		Code		16. Administered by:			
Vidya Acharya General Services Office American Embassy Kathmandu Bramha Cottage, Narayan Gopal Sadak, Maharajgunj, Kathmandu <a href="mailto:acharyav@state.gov">acharyav@state.gov</a>				General Services Office American Embassy Kathmandu Bramha Cottage, Narayan Gopal Sadak, Maharajgunj, Kathmandu			
17.a. CONTRACTOR/OFFEROR CODE <input type="text"/> FACILITY CODE <input type="text"/>				18a. PAYMENT WILL BE MADE BY Financial Management Office American Embassy Kathmandu Bramha Cottage, Narayan Gopal Sadak, Maharajgunj, Kathmandu			
TELEPHONE NO: <input type="checkbox"/> 17b CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
1.	Consultant to support MCC on media  (Use Reverse and/or Attach Additional Sheets as Necessary)			4	months		
25. ACCOUNTING AND APPROPRIATION DATA				26. TOTAL AWARD AMOUNT (For Govt. Use Only)			
<input type="checkbox"/> 27a.SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.							
<input type="checkbox"/> 27b.CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.							
<input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO _____			
30a. SIGNATURE OF OFFEROR/ CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (Type or Print)		31c. DATE SIGNED	
				John A Nader			

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
2	In country or international travel reimbursement (Travel reimbursement "Reimbursable travel expenses will be paid based on actual expenditures, except meals and incidental expenses, which will be paid on the per diem rates listed by the Department of State.") Hotels will be paid based on actuals up to the limits listed by the Department of State.	1	all		14,900.00
3	DBA insurance (payment will be made on actual invoice)	1	all		

32a. QUANTITY IN COLUMN 21 HAS BEEN

RECEIVED     INSPECTED     ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: \_\_\_\_\_

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE				32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
				32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
33. SHIP NUMBER		34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT	
	PARTIAL	FINAL		<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	
38. S/R ACCOUNT NO.		39. S/R VOUCHER NO.	40. PAID BY		
41.a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT			42a. RECEIVED BY (PRINT)		
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER			41c. DATE		
			42b. RECEIVED AT (Location)		
		42c. DATE REC'D (YY/MM/DD)		42d. TOTAL CONTAINERS	

## SECTION A - PRICING

### A.1.0 GENERAL

The Contractor shall perform Communications for MCC Compact Operations in Nepal for American Embassy, Kathmandu Nepal. This is a Firm Fixed-Price contract. The monthly rates stated in the contract shall include all direct and indirect costs, insurance, DBA Insurance, overhead, general and administrative expense, and profit.

### A.2.0 PRICING

#### A.2.1 VALUE ADDED TAX

VALUE ADDED TAX (VAT). The Contractor shall include VAT as a separate charge on the Invoice and as a separate line item in Section B.

#### A.2.2 Monthly Rate

All work performed under this contract, with the exception of Submittals reviews, shall be invoiced and paid on a monthly basis. The monthly rates, set forth in US\$ or equivalent Nepali currency shall apply.

Offerors should complete the price proposal below, or provide a similar version of the same as part of the offeror's price proposal. The monthly rates shall include all direct and indirect costs, insurance, overhead, general and administrative expense, and profit.

Price for Base year

S No	Description of Services	Unit	Quantity	Rate USD	Amount in USD
A	Total fixed fee for consulting and business services as per attached contract..	month	4		
B	In country or international travel and other direct cost reimbursement (Travel reimbursement "Reimbursable travel expenses will be paid based on actual expenditures, except meals and incidental expenses, which will be paid on the per diem rates listed by the Department of State.") Hotels will be paid based on actuals up to the limits listed by the Department of State	all	1		14,900.00
C	DBA insurance (payment will be made on actual invoice)	all	1		

Total cost in USD					
Vat 13%					
Gross amount in USD					

Price for first option year

S No	Description of Services	Unit	Quantity	Rate USD	Amount in USD
A	Total fixed fee for consulting and business services as per attached contract.	month	11		
B	In country or international travel and other direct cost reimbursement (Travel reimbursement "Reimbursable travel expenses will be paid based on actual expenditures, except meals and incidental expenses, which will be paid on the per diem rates listed by the Department of State.") Hotels will be paid based on actuals up to the limits listed by the Department of State	all	1		39,800.00
C	DBA insurance (payment will be made on actual invoice)	all	1		
Total cost in USD					
Vat 13%					
Gross amount in USD					

### A.2.3 REIMBURSABLE EXPENSES

The clause at G.3.0 identifies the types of expenses that will be reimbursable, if otherwise allowable, allocable and reasonable. The Government will only pay the price as documented on the receipt. No overhead or profit will be added to these reimbursable costs.

Reimbursable Expenses (Not to exceed the amounts below)	Base Period	Option Period (if exercised)
Travel Expenses	\$1600	\$4400

<b>Other Direct Costs:</b>		
Meeting Space Expenses	\$2200	\$6000
Radio Program Production and Broadcast	\$6000	\$16000
TV Program Production and Broadcast	\$3500	\$9000
Multimedia (Print, Digital, Social) Story Production and Broadcast	\$1600	\$4400
Subtotal Other Direct Costs	\$13,300	\$35,400
<b>Grand Total - Travel and Other Direct Costs</b>	<b>\$14,900</b>	<b>\$39,800</b>

Travel expenses will be paid based on actual expenditures for lodging and transportation with receipts required. Per diem will be paid based on the per diem rates of the U.S. State Department. For each trip, the contractor must submit an invoice with all supporting documentation.

All other direct reimbursable costs will be paid on an as-incurred basis up to the maximum allowed. The maximum amount includes any taxes and overhead expenses. During execution the assignment, the contractor may shift amounts between categories of the Other Direct Costs so long as the expenditures do not exceed the total.

## SECTION B - STATEMENT OF WORK

The Millennium Challenge Corporation (MCC) is a U.S. Government corporation whose mission is to provide assistance that will support economic growth and poverty reduction in carefully selected countries that demonstrate a commitment to just and

democratic governance, economic freedom, and investments in their citizenry. For more information on the MCC, please visit [www.mcc.gov](http://www.mcc.gov).

The Contracting Officer's Representative (COR) for this consultant services contract will be the Program Assistant (Nepal), Millennium Challenge Corporation (MCC).

The Communications Services contractor shall provide support services for the following:

#### B.1. DURATION OF CONTRACT

The performance period of this contract is four months from date of contract award and notice to proceed letter issued date.

The Government may extend this contract for up to one (1) additional 11-month period in accordance with the option clause in Section H. 52.217-9, Option to Extend the Term of the Contract, which also specifies the total duration of this contract.

##### B.1.0 GENERAL

Communications for MCC Compact Operations in Nepal

LOCATION: Kathmandu, Nepal. The consultant(s) will work from home offices and/or the offices of MCA-Nepal, with meetings at the U.S. Embassy/Kathmandu as needed. The consultant(s) will also travel to project districts for field level communications.

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In September of 2017, MCC signed a \$500 million Compact with the Government of Nepal, MCC's first compact in South Asia, which includes:

- An Electricity Transmission Project designed to increase domestic electricity consumption by improving the availability and reliability of electricity in Nepal; and
- A Road Maintenance Project that will improve road maintenance in strategic sectors of highway improving transit efficiency and promoting economic activity.

For more information on MCC Nepal compact, please visit <https://mcanp.org/>.

To oversee the activities of the MCA-Nepal, MCC staffs a Resident Country Mission (RCM) in Nepal comprised of a team, led by the Resident Country Director (RCD).

As the project invites significant public and political interest, there is a need for dedicated communications resource(s) to construct messaging proactively as well as to correct misinformation about the compact. Furthermore, as resettlement, rehabilitation, and land acquisition occur, there will be a need to continuously reinforce the compact's positive contributions to poverty reduction through economic development in Nepal.

Because of the high volume of work in managing the overall communications effort, the MCC RCM is seeking external support to manage this function.

### **B.1.1 Specific Project Requirements**

#### **a) Scope**

The MCC Nepal RCM seeks consultant support to assist in the implementation and oversight of communications activities. The consultant team, in coordination with MCC, U.S. Embassy Public Affairs Section (PAS) and the MCA-Nepal Communications unit will execute the following tasks while reporting to the RCM.

#### **b) Tasks**

The consultant's assignments will include the following:

#### **I) Develop Communications Plan**

- Preparation of a plan broken down by monthly activities, aimed at maintaining public support during implementation.
- The plan shall include objectives, messages, target audiences, tactics, media type, frequency, timeline and any other details deemed necessary for the plan's success.
- Additionally, the plan shall include monitoring and evaluation mechanisms and indicators, such as KPIs for social media outlets, in order to assess efficiency of the resulting communications efforts.
- The specifics of the plan need to be realistic and actionable and must include activities listed in II-VII below.

#### **II) Draft Editorial Content**

- The written material could be in the form of op-ed pieces, interviews, success stories in major local dailies written by journalists or other trusted figures in Nepal's development, energy and economics sector with the purpose of highlighting the transformational characteristics of the compact as well as countering disinformation. The consultant must have the ability to draft and edit both English and Nepali content.

#### **III) TV, Radio Programs and Public Service Announcements**

- Organize discussions on TV and local radio stations related to the sectors represented in the MCC compact or on accomplishments of the program.
- The discussions should be part of a broader program on energy sector or economic reforms that the MCC compact can figure into.
- Produce public service announcements to be played on radio in between popular programs.
- The radio stations should be focused on Kathmandu and key project affected districts, which include Kathmandu, Sindhupalchowk, Nuwakot, Chitwan, Makwanpur, Tanahun, Palpa, Nawalparasi, Dhading, Dang and Kapilbastu.

#### **IV) Stakeholder Consultations & Events**

- Organize broad swath of consultations on beneficial aspects of the project with stakeholders including but not limited to the following:
- Nepal’s federal, provincial and local governments.
- Nepal’s various political parties and federal parliamentary committees.
- Umbrella private sector organizations such as Independent Power Producers of Nepal (IPPAN), Federation of Nepali Chamber of Commerce & Industries (FNCCI), Confederation of Nepali Industries (CNI), Nepal Bankers’ Association (NBA), Nepal-India Chamber of Commerce & Industries (NICCI.)
- Society of Journalists of Nepal (SEJON), media editors, civil society organizations, rotaries, schools, universities and NGOs.
- Support the consultations by maintaining an invitation list, overseeing the logistics (e.g., invitations, RSVPs, meeting space, materials, and follow-up).
- The contractor shall augment with additional communication and outreach materials required for these consultations. Materials may include fact sheets, op-eds, PowerPoint presentations, notes of meetings, website content, press briefings.; Collateral must be produced in English and Nepali; the language(s) shall be based on the intended audience.
- Some support to community outreach efforts in the affected projected communities may need to be provided.

**V) Media Relations**

- Strengthen and maintain strong ties with the media to secure accurate press coverage
- Organize media roundtables as part of the broader stakeholder consultations or separate
- Organize site tours for media personnel’s better understanding of the project
- The contractor shall maintain media relations and invite the appropriate media to the consultations.

**VI) Social Media Presence**

- Ensure regular amplification of press articles, TV, radio programs and stakeholder consultations through active social media presence, those hosted by MCA-Nepal, US Embassy Nepal or MCC HQ in DC.
- Identify and work with influencers on social media to further amplify the project’s benefits.
- Ensure announcements related to affected population and communities are further amplified through social media in coordination with MCA-Nepal, US Embassy Nepal or MCC HQ.

**VII) Other Advisory Services**

- The consultant can provide other advisory services not covered by this RFP and ToR as needed- at the agreed daily rate based on specific deliverables. This could include tasks such as drafting press statements, letters to the media, training on communication and writing, etc.

### ***B.1.2. Project Deliverables:***

The deliverables in this contract would be monthly reports, submitted within 10 days after the completion of the month. Each report will include details on activities done, processes followed, achievements, and the way forward/recommendations for the next month.

- There will be a total of 15 Monthly Progress Reports due, of which, four will be due in the base period, and 11 will be due in the option period, should the option period be exercised.
- Monthly Progress Report, due within 10 days after the end of the month
- Payment will be made against each monthly progress report, the details of which are elaborated in the section for payment.

### **B.1.3. Contract type:**

The contract shall be a firm-fixed price for the services requested in the Statement of Work with payments made on a monthly basis as listed in the payment schedule of the final contract.

### ***B.1.4. Content of Proposal from Contractors:***

Offerors should provide the following elements as part of their technical submission:

Technical Experience:

- Offerors should include description of at least three assignments completed in the last five years that are similar to this requirement. For each experience, offerors should include the value of the assignment, dates of the period of performance, the name and contact information of a reference, and a short description of the assignment.

Personnel Qualifications:

- A Resume for each Staff person proposed, listing the percentage of availability for this assignment during the contract period of performance, as well as the experience and educational accomplishments.
- While offerors may provide multiple staff to accomplish the requirements, the government expects the proposed Senior Consultant as Key Personnel to fulfill the primary leadership and technical requirements at all times during the contract.
- If more than one person proposed, an organizational chart showing lines of authority and reporting of the proposed staff. (If only one person is proposed, this item is not required).

Technical Approach and Work Plan:

- Offerors should submit a technical approach and work plan for the proposed base period.
- The technical approach should list illustrative activities based on the Specific Project Requirements.
- The draft work plan must show a schedule of activities for the base period.

### **B.1.5 Work Location**

The consultant will provide its own work facilities; however temporary space will be provided for meetings and as-needed collaboration at the MCA-Nepal work location in Kathmandu. The contractor staff must provide their own IT equipment for use on the assignment. When working at the MCA-Nepal location, WIFI and LAN connectivity will be provided.

### **B.1.6 Key Personnel**

The contractor must propose a senior consultant as Key Personnel. The senior consultant may be supported by a team of non-key staff. The senior consultant may not be changed, during the period of performance of the contract without written permission from MCC.

### **B.1.7 Qualification of the Senior Consultant:**

- Demonstrated knowledge and expertise in crafting and delivering messages to diverse stakeholders.
- Established relationships with senior editors and journalists in Nepal.
- Experience with social media analysis, monitoring and tactics.
- Experience in engaging political parties, government and civil society organizations, as well as private sector businesses and donor organizations in Nepal.
- Excellent written and verbal communication skills in both English and Nepali.
- 10+ years of relevant experience in communication, stakeholder management, or similar experience
- Good Information and Technology skills, e.g. word processing, PowerPoint and other communications and publishing applications.
- Experience or familiarity with the MCC Nepal Compact – preferred

### **B.1.8. GENERAL SPECIFICATION OF WORKS:**

Once contractor receives and accepts awarded contract, contractor will provide availability of key staff.

### **B.1.9. Documents to be provided to successful vendor by Embassy:**

N/A

### **B.1.10. WORK PERMIT INFORMATION**

Staff proposed by the offeror are expected to have work permission for Nepal or be able to obtain it to complete the requirements of the statement of work. The Embassy will provide the contract award documents specifying the names of the assigned personnel for use in applying for necessary work permits.

### **B.1.11. SECURITY**

- a. A list of all personnel working on the project should be submitted to COR alongside the Biographic Information (B.I.) form for each personnel that will work at site. The sample B.I. form is attached below and should be submitted to COR within 5 working days.



Biographic Form for  
Temporary Workers.c

Our security office will take approximately 4-5 weeks for the BI forms to be processed and worker vetted only after which the work will start.

- b. While on Embassy property, all personnel must be escorted at all times. Any personnel found unescorted will be removed from the project immediately.
- c. Job site personnel will be issued a visitors badge by the Security staff and this badge must be worn at all times.

#### **B.1.12 52.204-70 SECURITY REQUIREMENTS FOR CONTRACTOR PERSONNEL (MAY 2013)**

As prescribed in COM 4.402, insert the following clause in all solicitations and contracts when contractor personnel will require access to MCC facilities, MCCNet, and sensitive and/or classified information:

Contractor employees and/or subcontractor personnel, while on MCC premises, shall be subject to and abide by all safety and security regulations of the MCC and shall be required to meet the same personnel security background requirements as MCC employees as outlined in MCC policies and procedures, including MCC's Background Investigations and Clearances (Security Clearances and Facility Access Clearances) for Federal Employment, Contract Service and/or Volunteer Service at the Millennium Challenge Corporation (MCC's Background Investigations and Clearance policy).

##### A. Contractor Personnel Facility Access Requirements (including offsite MCCNet access)

Contractor candidates hired to work under contracts awarded by MCC and require access to MCC Headquarters, MCCNet, Sensitive But Unclassified (SBU) Information, Foreign Government Information (FGI) or other MCC-Sensitive information must be U.S. citizens or have Permanent Resident Status in the U.S. Contractor candidates will undergo a background investigation for a facility access clearance (a.k.a. a "favorable suitability" determination per MCC's Background Investigations and Clearance policy. The screening will determine the candidate's suitability and fitness for work under MCC contracts. The background investigation will consist of a National Agency Checks with Law and Credit (NACLC) for a Moderate Risk Public Trust (MRPT) position and fingerprint imaging to be reported to FBI national databases and reported to MCC Security.

For contract positions with and in support of an MRPT position, a non-U.S. citizen foreign national (FN) who has Permanent Resident Status in the U.S. (a.k.a. holds a valid Alien Registration Card, commonly referred to as a "green card," although the actual card is no longer green), the contractor candidate must have been residing, working and/or attending school in the U.S. for the last two (2), preferably three (3), years in order for a meaningful background investigation to be conducted and the contractor candidate will be required to report all residences, work venues and/or school registrations for the

last seven (7) years. Processing a MRPT background investigation for a foreign national with Permanent Resident Status may require waiting for receipt of a final Report of Investigation, at the discretion of MCC/Security, which might take up to 120 days after the candidate's reviewed background submission is released by MCC/Security for assignment to an investigator.

MCC/Security can only make a determination of a contractor candidate's eligibility to meet facility access clearance requirements when the candidate completes an on-line Questionnaire for Public Trust Positions (SF-85P) and Supplemental Questionnaire for Public Trust Positions (SF-85PS) via OPM's electronic Questionnaire for Investigations Processing (e-QIP) which MCC/Security initiates and e-mails instructions to the candidate.

Contractor is required to have all affected personnel execute appropriate security forms, starting with MCC/Security's Personal Information Request Form (which must be completed, signed by the candidate and faxed to MCC/Security at 202-521-3590) as well as the SF85P/SF-85PS, related signature releases and supplemental forms and submit to fingerprint imaging) as well as the SF-85P/SF-85PS, signature releases and supplemental forms and submit to fingerprint imaging) to MCC/ Security within seven (7) days after MCC/Security e-mail request is sent before a determination will be made with regard to the contractor candidate's access to MCC Headquarters or overseas RCD offices and/or MCCNet is approved. Contractor candidates may be permitted to work under the contract while the background investigation is being conducted at the discretion of MCC/Security. MCC/Security will provide the necessary background investigations forms - which must be submitted via OPM's on-line system - to each contractor candidate, whose Privacy Act protected rights will be protected in that details regarding a negative determination with regard to suitability will only be revealed to the individual contractor candidate by MCC/Security. (Also see "Contract Award" below.)

Contractor candidates for whom unfavorable or derogatory information is developed and/or reported during the background investigation process will be presented to the contractor candidate by MCC/Security and offered an opportunity to refute, explain, clarify or mitigate the information in question. If an ineligibility determination is made by MCC/Security, the contractor candidate will be ineligible to further render services under the contract and access to MCC headquarters and/or any overseas MCC/Resident Country Director offices and/or MCCNet will be immediately terminated if the contractor candidate has been permitted to work in advance of completion of his/her background investigation

The initial ineligibility decision will be communicated by the MCC/Security through the contracting officer and COR to the contractor. The specific reasons for the ineligibility determination will be made available only to the affected contractor candidate directly by MCC/Security.

MCC/Security will follow USG-wide reciprocity mandate per The Intelligence Reform and Terrorism Prevention Act (IRTPA) of 2004, Title III, Sec. 3001 (12/06/2004) and may accept, via reciprocity, a previous investigation meeting or exceeding the MCC required investigation standard (NACLC and fingerprinting) and a related adjudication for a clearance meeting or exceeding the MCC-required clearance. Per IRTPA, the investigation must have been completed within the previous two calendar years. Contractor candidates may be required to submit updated security forms.

MCC/Security's decision to grant a facility access clearance to a contractor candidate will be communicated via the STARS Sharepoint New Hires database and CGM will communicate the requirement for each contractor candidate to the contractor to attend MCC's Orientation Program, which takes place on alternating Mondays at the start of each pay period. All contractor candidates who require on-site facility access and/or MCCNet access are required to attend MCC's Orientation Program which includes a Security Briefing, a badging appointment and an IT Briefing. After attending MCC's Orientation Program, MCC/Security will issue an HSPD-12 compliant MCC Photo ID Badge which will permit the contractor candidate with physical site access to MCC headquarters and will indicate on the face of the badge, the contractor candidate's status as a contractor who does not have access to national security classified information.

#### B. Contract Employees Not Requiring Facility, MCCNet, or Sensitive Information Access

Contractor candidates hired to work under contracts awarded by MCC who do not require access to MCC Headquarters are preferred to be U.S. citizens or have Permanent Resident Status in the U.S. Employment of any foreign national (FN) working within the U.S. must have been lawfully admitted into the U.S. in accordance with immigration laws with eligibility to work within the U.S. Employment of a FN by MCC outside of the U.S. is subject to applicable security and legal requirements established by the Chief of Mission (a.k.a. Ambassador of the U.S. to the foreign country where the non-U.S. citizen FN will be engaged as an MCC contractor) and the U.S. Department of Treasury. Each Chief of Mission is selected by the Secretary of State at the U.S. Department of State in consultation with The White House Office of Presidential Personnel.

The contractor must provide to MCC/Security the full name, date of birth, place of birth, social security number (except for FN contractors not issued a social security number), home address, work telephone number and a home and/or personal cell telephone number via fax submission of MCC/Security's Personal Information Request Form. MCC/Security will use a contractor candidate's Privacy Act protected Personally Identifiable Information (PII) to screen each contractor candidate through various government databases to determine their suitability and fitness for work under MCC contracts. Additional forms and background information may be requested to verify each contractor candidate's suitability. Contractor personnel may be permitted, at the discretion of MCC/Security, work under the contract while the background investigation is being conducted.

Contractor candidates on whom unfavorable, derogatory or questionable information has been developed will be given an opportunity to refute, explain, clarify or mitigate the information with MCC/Security. If an ineligibility determination is made by MCC/Security, the contractor candidate will be ineligible to further render services under the contract.

The ineligibility determination will be communicated by MCC/Security through the contracting officer and COR to the contractor. The specific reasons for the ineligibility determination will be made available only to the affected individual directly by MCC/Security.

#### C. Personal Services Contractor Security Clearance Requirements

The number of Personal Services Contractors (PSCs) cleared for access to national security classified information will be limited only to those PSCs encumbering a Full-Time Equivalent (FTE) Federal employee position, based on operational needs requiring the specific PSC to access national security classified information or systems in

consultation with MCC's Human Resources Division and only with approval of the Vice President, Department of Administration & Finance. The level of access approved will relate directly to the level of national security classified information (secret = noncritical-sensitive FTE position or top secret = critical-sensitive FTE position) the PSC candidate requires in order to perform their official USG functions.

1. Personal Service Contractors (PSC). MCC/Security is responsible for investigation and clearance actions associated with PSC candidates who are directly compensated by MCC. MCC/Security will process the appropriate level of background investigations and grant appropriate level security clearances for all PSCs where MCC makes payment directly to the individual. The level of background investigation and clearance (secret = noncritical-sensitive or top secret = critical-sensitive) granted will be based on the duties to be performed by the PSC as compared with the position of an MCC Federal employee in a similar position.

PSC candidates will be required to execute background investigation forms, starting with MCC/Security's Personal Information Request Form (which must be completed, signed by the candidate and faxed to MCC/Security at 202-521-3590) as well as a Questionnaire for National Security Positions (SF-86), signature releases and supplemental forms and submit to fingerprint imaging to be reported and reviewed by FBI national databases) and submit to MCC/Security before access to the facility or MCCNet is approved. PSC candidates may be permitted to work, at the discretion of MCC/Security, under the contract while the background investigation is being conducted. MCC/Security will provide the necessary forms to the contractor candidate, will process the background investigation and grant, if interim name checks, credit check and fingerprint report permit, an interim secret-level security clearance and will adjudicate the PSC candidate's final security clearance within twenty (20) days of receipt of the PSC candidate's Report of Investigation (ROI).

Being granted either an interim and/or final security clearance (the latter of which may be granted via reciprocity, per IRTPA, if the PSC candidate has already been investigated and granted a security clearance by another Federal agency) require each PSC candidate to attend an MCC/Security Clearance Briefing and signature on a Classified Information Nondisclosure Agreement (SF-312) before MCC/Security will grant the PSC candidate a security clearance.

MCC/Security's decision to grant an interim or final security clearance to a PSC candidate will be communicated via the STARS Sharepoint New Hires database and CGM will communicate the requirement for each PSC candidate to attend MCC's Orientation Program, which takes place on alternating Mondays at the start of each pay period. All PSC candidates who require on-site facility access and/or MCCNet access are required to attend MCC's Orientation Program which includes a Security Briefing, a badging appointment and an IT Briefing. After attending MCC's Orientation Program, MCC/Security will issue an HSPD-12 compliant MCC Photo ID Badge which will permit the PSC candidate with physical site access to MCC headquarters and will indicate on the face of the badge, the PSC candidate's status and level of security clearance granted.

2. Secure Contract Classification. Classified contracts, grants, and cooperative agreements with organizations must comply with the National Industrial Security Program (NISP). Under the provisions of NISP, the Defense Security Service (DSS) will investigate and adjudicate security clearances required for contractor employees to have access to classified information. Organizations (contractors and recipients) and their employees not currently participating in NISP which much conduct classified business

with MCC must be sponsored by MCC, another agency, or by company that has been previously cleared. Once the secure contract is awarded, MCC Contracting Officer, in consultation with MCC/Security, will be responsible for completing the Department of Defense Contract Security Classification Specification, DD Form 254.

#### D. Exceptions to Investigations Requirements

Contractor candidates are exempt from investigative requirements when working in temporary Low Risk Public Trust (LRPT) positions that are intermittent and when not working on an MCC contract in excess of 180 days in either a single continuous assignment or a series of assignments within a 365 day period. LRPT positions involve duties and responsibilities of limited impact on an agency or program mission, with potential for limited impact on the efficiency of the service. Persons occupying these positions will not have unescorted access to the Department of State or its Embassies, Sensitive But Unclassified, Foreign Government Information, MCC-Sensitive information, or require logon access to MCC's computer information network.

Contractor candidates are exempt from investigative requirements when working in a part-time Moderate Risk Public Trust (MRPT) position, as defined in Section 4.18.2 of MCC's Background Investigations and Clearances policy:

***Moderate Risk Public Trust (MRPT) Position*** - Public trust positions in which an incumbent has the potential to have a *moderate to serious impact* on the integrity and efficiency of the service. Duties involved are considerably important to the agency or program mission with significant program responsibility or delivery of service. Positions include assistants to policy development and implementation; mid-level management duties or assignments; any position with responsibility for independent or semi-independent action; and delivery of service positions that demand public confidence or trust. **At this time, MCC staffing of contractor and intern positions are all MRPT positions.**

#### E. Issuing MCC Access Badges

A Homeland Security Presidential Directive-12 (HSPD-12) compliant MCC Photo ID Badge Federal credential (badge) will be issued to contractors, Personal Services Contractors and Personal Services Contractor-FTEs with a permanent duty station assignment at MCC Headquarters or at an overseas MCC/Resident Country Director Office. Requirements before being issued a badge include submission of required background investigation forms for processing a facility access for a contractor of PSC or a security clearance for a PSC and mandatory attendance at an MCC Orientation Program/Security Briefing which are scheduled on the first business day of the pay period and alternate weeks as determined by MCC's Human Resources Division, and are generally held from 8:45 to 10:00 am, immediately followed by an IT Briefing. In addition, all PSCs whose position has been determined as one which requires access to classified information and whose investigation is sufficient to meet that requirement must attend an MCC/Security Clearance Briefing prior to being granted a security clearance and issued a badge. Due to HSPD-12, visitor badges are no longer available and all newly hired contractors, and PSC-s will require assistance from co-workers until their badge is issued by MCC/Security.

Contractors and PSCs who have undergone a background investigation (or who are in the process of undergoing a background investigation) and who are U.S. citizens may be

eligible for 24/7 access to MCC headquarters. All non-U.S. citizen foreign nationals, who hold Permanent Resident Status, who have undergone a background investigation (or who are in the process of undergoing a background investigation) will only be provided unescorted access during regular business hours (Monday through Friday, 7:30 am to 6:30 pm, excluding Federal holidays and other U.S. government closings).

Contractor and PSC candidates who have not submitted the required background investigation forms and attended the required MCC/Security Briefing(s) will not be issued a badge nor building access cards and their access to MCC headquarters will require them to have an appointment which is documented in MCC's Workspeed Access Control System and must be escorted at all times while in MCC headquarters.

#### F. Work Performance

The contractor shall prescreen all candidates covered under this clause to ensure they initially possess the necessary investigative and clearance requirements. In addition, the contractor is responsible to periodically, at least annually, review their employees' clearance status to ensure that nothing has occurred which may negatively impact their employees' eligibility for a clearance.

Unless otherwise provided herein in no event will the need to process background investigations and clearances (including physical on-site access at MCC facilities) from MCC/Security be considered an excusable delay under the contract. In addition, the need to replace contract personnel determined by the MCC/Security to be ineligible will not be considered an excusable delay.

Failure to comply with the contractor personnel background investigation and clearance requirements herein may result in termination of the contract for default.

#### G. Contract Award

Within two (2) business days after notice of award from the contracting officer, contractor shall provide a list of all contractor candidates (and subcontractor candidates) working under the contract (unless otherwise stated in the contract) including the information and documentation required herein. This requirement does not include clerical or administrative support staff (unless otherwise stated in the contract).

The list shall include individual's full name, work and home addresses, work and personal e-mail addresses, work and personal telephone numbers and personal cell telephone numbers. This list shall state and justify the level of access each contractor candidate will require; that is, MCC facility access, access to non-classified sensitive information, MCCNet access, or no access privileges. In addition, the contractor will provide a central point-of-contact regarding background investigation and clearance issues. If the contractor has documentation which evidences an individual contractor candidate's previous/current background investigation and/or clearance status, the contractor will provide the individual contractor candidate's PII and investigations/clearance status to MCC/Security via fax to 202-521-3590 in the form of a Visit Letter. Upon a request from the contractor, a sample Visit Letter template will be made available to a contractor via e-mail from MCC/Security. The contracting officer will ensure that a STARS Sharepoint New Hires entry is made for each contractor candidate to ensure that MCC/Security is aware of future on-boarding of each contractor candidate. The contracting officer or COR is responsible to provide MCC/Security's Personal Information Request Form to the contractor with instructions to have each contractor candidate complete, sign and fax to MCC/Security at 202-521-3590 so that

their background investigation and clearance process can begin. All involved should be cautioned that the completed and signed Personal Information Request Form not be scanned/e-mailed to anyone at MCC. Once the Personal Information Request Form has been provided to the contractor and/or contractor candidate, it is the contractor's responsibility to assure that the Personal Information Request Form is faxed to MCC/Security at 202-521-3590 within three (3) business days. Once the Personal Information Request Form is received by MCC/Security, the individual contractor candidate's eligibility for a clearance will be determined within three (3) business days. If a contractor candidate does not have a previous background investigation and clearance, MCC/Security will initiate an e-QIP and e-mail instructions to the contractor candidate to complete the investigative requirements (including fingerprinting) within seven (7) calendar days.

(End of clause)

## B.2. PAYMENT

The contract shall be a firm-fixed price for the services requested in the Statement of Work with payments made on a monthly basis as listed in the payment schedule of the final contract.

## B.3. Contractor Liability

### **B.3.1 Develop Communications Plan**

- Preparation of a plan broken down by monthly activities, aimed at maintaining public support during implementation.
- The plan shall include objectives, messages, target audiences, tactics, media type, frequency, timeline and any other details deemed necessary for the plan's success.
- Additionally, the plan shall include monitoring and evaluation mechanisms and indicators, such as KPIs for social media outlets, in order to assess efficiency of the resulting communications efforts.
- The specifics of the plan need to be realistic and actionable and must include activities listed in II-VII below.

### **B.3.2 Draft Editorial Content**

- The written material could be in the form of op-ed pieces, interviews, success stories in major local dailies written by journalists or other trusted figures in Nepal's development, energy and economics sector with the purpose of highlighting the transformational characteristics of the compact as well as countering disinformation. The consultant must have the ability to draft and edit both English and Nepali content.

### **B.3.3 TV, Radio Programs and Public Service Announcements**

- Organize discussions on TV and local radio stations related to the sectors represented in the MCC compact or on accomplishments of the program.
- The discussions should be part of a broader program on energy sector or economic reforms that the MCC compact can figure into.
- Produce public service announcements to be played on radio in between popular programs.

- The radio stations should be focused on Kathmandu and key project affected districts, which include Kathmandu, Sindhupalchowk, Nuwakot, Chitwan, Makwanpur, Tanahun, Palpa, Nawalparasi, Dhading, Dang and Kapilbastu.

#### **B.3.4 Stakeholder Consultations & Events**

- Organize broad swath of consultations on beneficial aspects of the project with stakeholders including but not limited to the following:
  - Nepal’s federal, provincial and local governments.
  - Nepal’s various political parties and federal parliamentary committees.
  - Umbrella private sector organizations such as Independent Power Producers of Nepal (IPPAN), Federation of Nepali Chamber of Commerce & Industries (FNCCI), Confederation of Nepali Industries (CNI), Nepal Bankers’ Association (NBA), Nepal-India Chamber of Commerce & Industries (NICCI.)
  - Society of Journalists of Nepal (SEJON), media editors, civil society organizations, rotaries, schools, universities and NGOs.
  - Support the consultations by maintaining an invitation list, overseeing the logistics (e.g., invitations, RSVPs, meeting space, materials, and follow-up).
  - The contractor shall augment with additional communication and outreach materials required for these consultations. Materials may include fact sheets, op-eds, PowerPoint presentations, notes of meetings, website content, press briefings.; Collateral must be produced in English and Nepali; the language(s) shall be based on the intended audience.
  - Some support to community outreach efforts in the affected projected communities may need to be provided.

#### **B.3.5 Media Relations**

- Strengthen and maintain strong ties with the media to secure accurate press coverage
- Organize media roundtables as part of the broader stakeholder consultations or separate
- Organize site tours for media personnel’s better understanding of the project
- The contractor shall maintain media relations and invite the appropriate media to the consultations.

#### **B.3.6 Social Media Presence**

- Ensure regular amplification of press articles, TV, radio programs and stakeholder consultations through active social media presence, those hosted by MCA-Nepal, US Embassy Nepal or MCC HQ in DC.
- Identify and work with influencers on social media to further amplify the project’s benefits.
- Ensure announcements related to affected population and communities are further amplified through social media in coordination with MCA-Nepal, US Embassy Nepal or MCC HQ.

#### **B.3.7 Other Advisory Services**

- The consultant can provide other advisory services not covered by this RFP and ToR as needed- at the agreed daily rate based on specific deliverables. This could include tasks such as drafting press statements, letters to the media, training on communication and writing, etc.

## REPORTS

- Meeting Notes and Summaries within 2 business days of completion of meetings, estimated at 4 meetings per month.
- Monthly communication complete by the last day of each month.
- Data analyses and reports, within the time period specified by the Nepal RCM, estimated at 3 reports on an average of 5 pages each per month as well as 2 sets of data analyses of 3-5 pages per month.
- Monthly Activities Report, due within 10 days after the end of the month

### B.4. CONTRACTING OFFICER'S REPRESENTATIVE

The Contractor shall direct all communication regarding this contract, to the COR or the Contracting Officer. Communication from other Government representatives, the construction contractor, subcontractor and supplies is prohibited. Actions taken by the Contractor as a result of direction from other than the COR or the Contracting Officer are at his own risk. The Government will not pay for work performed by the Contractor if the work was not ordered in writing by the COR, or the Contracting Officer. The Contractor shall not directly communicate with the construction contractor's representative. See also F.1.0.

### B.5. QUALITY ASSURANCE/QUALITY CONTROL (QA/QC)

The Contractor shall carefully review and coordinate submittals with drawings and specifications, and other project documents. The Contractor shall have a quality control program in effect, which will require his employees and consultants to thoroughly review and coordinate all project data. The letter of transmittal, outlining Contractor recommendations, shall certify that all documents have been reviewed and coordinated. The certification shall be signed by a principal of the Contractor's firm. The Contracting Officer's Representative (COR) will review and approve the Quality Assurance/Quality Control (QA/QC) program proposed by the Contractor. This program shall indicate the method of controlling the quality of all work produced by the Contractor and consultants. Refer to FAR Clause 52.236-23, "Responsibility of the Contractor".

## SECTION C - PACKAGING AND MARKING

### C.1 PACKAGING AND MARKING

Packaging and marking shall follow commercial practice.

### C.2 PREPARATION OF DELIVERABLE ITEMS

Deliverable items other than letter reports shall be three-hole punched and bound with screw-type binders and rubber bands.

## SECTION D - INSPECTION AND ACCEPTANCE

### D.1. INSPECTION

The Contractor shall maintain a system of quality assurance and quality control to ensure that all documentation meet the requirements of this contract. The Government

reserves the right to inspect the Contractor's work as well as its system of Quality Assurances and Quality Control (QA/QC).

## D.2. ACCEPTANCE

The COR shall accept deliverable items. Acceptance or use of documents developed under this contract shall not relieve the Contractor of responsibility of his work.

## SECTION E - DELIVERIES OR PERFORMANCE

### VAT. PERIOD OF PERFORMANCE

The Contractor shall provide the Communications Services outlined in Section B commencing October 2020 and concluding at the end of January 2021. Option Period 1, if exercised, will commence on February 2021 and complete on December 2021. The proposed dates of the base and option period may be shifted based on actual award date, but will be maintained as 15 month periods.

### E.2. DELIVERABLES

The Contractor shall submit all deliverables to the COR at the following address:

Millennium Challenge Corporation (MCC)  
American Embassy Kathmandu  
Maharajgunj, Kathmandu, Nepal

## SECTION F - CONTRACT ADMINISTRATION

### F.1.0. 652.242-70 CONTRACTING OFFICER'S REPRESENTATIVE (COR) (AUG 1999)

(a) The Contracting Officer may designate in writing one or more Government employees, by name or position title, to take action for the Contracting Officer under this contract. Each designee shall be identified as a Contracting Officer's Representative (COR). Such designation(s) shall specify the scope and limitations of the authority so delegated; provided, that the designee shall not change the terms or conditions of the contract, unless the COR is a warranted Contracting Officer and this authority is delegated in the designation.

(b) The COR for this contract is Program Assistant, MCC/Nepal

#### F.1.1. DUTIES

The COR may provide technical advice, substantive guidance, inspections, invoice approval, and other purposes as deemed necessary under the contract. The COR is designated as the authority to act for the Contracting Officer in matters concerning technical clarification, inspection, and acceptance of the Contractor's performance under this contract. The COR will coordinate all work with the Contractor during the term of this contract. In no instance is the COR authorized to alter the contract's terms or conditions, including the design to budget parameter. Such changes must be authorized by the Contracting Officer in a written modification to the contract.

#### F.2.0. INVOICING AND PAYING INSTRUCTIONS

##### F.2.1 INVOICING

(a) The Contractor shall submit invoices in the original to the designated billing address indicated in this contract. The COR will determine whether the invoice is complete and proper as submitted. The COR also will determine whether billed services have been satisfactorily performed and whether reimbursable expenses billed are correct. If the amount billed is incorrect, the COR will, within seven days, ask the Contractor to submit a revised invoice.

(b) For *Reimbursable Expenses*, list expenses and provide sufficient documentation (i.e., bills, receipts, Travel authorization etc.) to substantiate costs incurred.

##### F.2.2. MONTHLY PROGRESS PAYMENTS

Monthly progress payments pursuant to the contract clause FAR 52.232-10 titled "Payments Under Fixed Price Environmental and Social Performance (ESP) and Resettlement Consulting Services Contracts" are authorized.

For reimbursable expenses listed in Section G.2.0, payment shall be made after an acceptable invoice has been submitted by the Contractor.

##### F.2.4 DESIGNATED BILLING OFFICE

The Contractor shall mail invoices to.  
American Embassy Kathmandu  
Financial management Office  
Maharajgunj, Kathmandu, Nepal  
Phone no. 977-1-4234000

Invoices shall reflect the contract number.

## SECTION G - SPECIAL TERMS AND CONDITIONS

### G.1.0. SECURITY

The following considerations must be followed by the Contractor and/or must be incorporated into any deliverables submitted under this contract.

G.1.1. All documents received or generated under the contract are the property of the U.S. Government.

G.1.2. All documents are to be controlled and disseminated on a need-to-know basis. Reproduction and distribution is prohibited without express approval of the U.S. Government. The Contractor shall mark all design and construction documents as follows:

#### WARNING

This document is the property of the United States Government. Further reproduction and/or distribution is prohibited without the express written approval of:

U.S. EMBASSY Kathmandu.

G.1.3. Proposed and actual contract documents shall only be disseminated on a strict need-to-know basis, and shall not be further disseminated without prior authorization from the Department of State.

G.1.4. Contractor personnel receiving proposed or actual contract documents, to include blueprints, other technical drawings, sketches, submittals, RFI's, photographs, exposed negatives, and/or descriptive narratives pertaining to the project, shall be responsible for these materials while in their possession, or that of any of their subcontractors. The Contractor shall return all documents, including all copies, promptly upon demand by the Government.

G.1.5. Photographs of any public areas of any U.S. diplomatic or consular facility overseas must be approved and authorized in advance by the Site Security Manager (SSM) and/or the Senior Security Officer (SSO). The SSO or SSM will establish any controls, limits, and/or other restrictions as deemed necessary. The Contractor shall submit a written request for authorization for such photography citing the reason(s) and use(s) for the photographs and/or negatives.

G.1.6. The Department of State shall be afforded the opportunity to review all photographs and negatives in advance of any public use, and reserves the right to deny such use. No further dissemination, publication, duplication, or other use beyond that which was requested and approved under this contract is authorized without specific advance written approval from the Department of State.

G.1.7. Department reserves the right to demand retention of all copies of photographs and negatives.

## G.2.0 STANDARDS OF CONDUCT

The Contractor shall maintain satisfactory standards of competency, conduct, cleanliness, appearance and integrity. Each Contractor employee is expected to adhere to standards of conduct that reflect credit on themselves and the United States Government.

## G.3.0. REIMBURSABLE EXPENSES

Reimbursements for In-Country Travel or international travel-Plug figure to be reimbursed based on actuals. The total expenses should not exceed US\$14,900 for base period and US\$39,800.00 for option year.

### G.3.2 CEILING ON REIMBURSABLES

The total amount estimated for reimbursable expenses under this contract is set forth in A.2.3. The Contractor shall not exceed this amount unless the Contracting Officer increases that amount through contract modification.

## G.4.0. ORGANIZATIONAL CONFLICTS OF INTEREST

Neither the Contractor nor any of its employees, affiliates, or related entities may participate in any way in the construction contract identified in B.1.0. The Contractor, its employees, affiliates, or related entities may not provide consulting or subcontract services related to the construction contract, to any party other than the U.S. Government.

The Contractor shall include this clause in all subcontracts, purchase orders, and consulting agreements for service.

## G.5.0. RELEASE OF INFORMATION

All data furnished to the Contractor and data developed in connection with the project shall be considered privileged. The Contractor shall not make public announcements, including news and press releases; these are the prerogative of the Contracting Officer.

## G.6.0. NOTIFICATION OF CHANGES

G.6.1. This clause applies to changes other than changes directed by the Government pursuant to the contract clause titled "52.243-1 Changes - Fixed Price (AUG 1987) Alternate III (APR 1984)."

G.6.2. DEFINITIONS. "*Contracting Officer*," as used in this clause, does not include representatives of the Contracting Officer.

G.6.3. NOTICE. The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to be a change to this contract. Except for changes identified in writing and signed by the Contracting Officer, the Contractor shall notify the Contracting Officer in writing within ten (10) days from the date the Contractor identified any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. Any notification received after 10 days will not be

considered. On the basis of the most accurate information available to the Contractor, the notice shall state -

- (i) The date, nature and circumstances of the conduct regarded as a change;
- (ii) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;
- (iii) The identification of any documents and the substance of any oral communication involved in such conduct;
- (iv) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;
- (v) The particular elements of contract performance that the Contractor may seek an equitable adjustment under this clause, including -
  - What contract line items have been or may be affected by the alleged change;
  - What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;
  - To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;
  - What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and
- (vi) The Contractor's estimate of the time by which the Government must respond to the Contractor's notice to minimize cost, delay, or disruption of performance.

G.6.4. CONTINUED PERFORMANCE. Following submission of the notice required above, the Contractor shall diligently continue performance of this contract to the maximum extent possible in accordance with its terms and conditions as construed by the Contractor. Unless the notice reports a direction of the Contracting Officer or a communication from a representative of the Contracting Officer, the Contractor shall continue performance. However, if the Contractor regards the direction or communication as a change as described above, notice shall be given in the manner provided.

G.6.5. GOVERNMENT RESPONSE. The Contracting Officer shall, within thirty (30) days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall -

- (1) Confirm that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance;
- (2) Countermand any communication regarded as a change;
- (3) Deny that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance; or
- (4) Advise the Contractor what additional information is required and when, and establish the date by which it should be furnished and the date the Government will respond.

#### G.6.6. EQUITABLE ADJUSTMENTS

If the Contracting Officer confirms that the Government conduct effected a change as alleged by the Contractor, and the conduct causes an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, the Government will modify the contract to make an equitable adjustment -

- (1) In the contract price or delivery schedule or both; and
- (2) Any other term of the contract affected.

G.6.7. Failure to agree to any adjustment shall be a dispute under the Disputes clause. Nothing in this section shall relieve the Contractor from proceeding with the work.

#### G.7.0 PERSONNEL SECURITY

After award of the purchase order, the Contractor has five (5) calendar days to submit to the COR a list of personnel assigned to this project who will require access to the site, for the Government to conduct all necessary security checks. Information necessary to process clearance of personnel: Full name, ID#, Date of Birth, Place of Birth, Nationality and a recent photograph.

Failure to provide any of the above information may be considered grounds for rejection and/or re-submittal of the application. Once the Government has completed the security screening and approved the applicants, they will be given access to the site. Access to the site may be revoked at any time due to falsification of data or misconduct on site.

G.8.0 The Contractor shall show Value Added Tax (VAT) as a separate item on invoices submitted for payment.

## SECTION H- CLAUSES

### 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. In addition, the full text of a clause may be accessed electronically at: <http://acquisition.gov/far/index.html> or <http://farsite.hill.af.mil/vffara.htm>. These addresses are subject to change.

If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Department of State Acquisition website at <https://www.ecfr.gov/cgi-bin/text-idx?SID=2e978208d0d2aa44fb9502725ecac4e5&mc=true&tpl=/ecfrbrowse/Title48/48chapter6.tpl> to see the links to the FAR. You may also use an Internet "search engine" (for example, Google, Yahoo or Excite) to obtain the latest location of the most current FAR.

The following Federal Acquisition Regulation (FAR) clauses are incorporated by reference:

<u>CLAUSE</u>	<u>TITLE AND DATE</u>
52.202-1	DEFINITIONS (NOV 2013)
52.203-3	GRATUITIES (APR 1984)
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)
52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (OCT 2015)
52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE (JUL 2016)
52.204-19	INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED OR PROPOSED FOR DEBARMENT (OCT 2015)
52.213-4	TERMS AND CONDITIONS - SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL ITEMS) (NOV 2017)
52.222-19	CHILD LABOR - COOPERATION WITH AUTHORITIES AND REMEDIES (FEB 2016)
52.222-50	COMBATING TRAFFICKING IN PERSONS (MAR 2015)

- 52.223-18 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (AUG 2011)
- 52.225-5 TRADE AGREEMENTS (FEB 2016)
- 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUN 2008)
- 52.225-14 INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT (FEB 2000)
- 52.227-17 RIGHTS IN DATA - SPECIAL WORKS (DEC 2007)
- 52.228-4 WORKERS' COMPENSATION AND WAR HAZARD INSURANCE OVERSEAS (APR 1984)
- 52.229-6 TAXES - FOREIGN FIXED PRICE CONTRACTS (FEB 2013)
- 52.232-1 PAYMENTS (APR 1984)
- 52.232-8 DISCOUNTS FOR PROMPT PAYMENT (FEB 2002)
- 52.232-1 PAYMENTS ( APR 1984)
- 52.232-11 EXTRAS (APR 1984)
- 52.232-18 AVAILABILITY OF FUNDS (APR 1984)
- 52.232-26 PROMPT PAYMENT FOR FIXED-PRICE ARCHITECT-ENGINEER CONTRACTS (JULY 2013)
- 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER - SYSTEM FOR AWARD MANAGEMENT (JULY 2013)
- 52.233-1 DISPUTES (MAY 2014) *Alternate I (DEC 1991)*
- 52.233-3 PROTEST AFTER AWARD (AUG 1996)
- 52.236-23 RESPONSIBILITY OF THE ARCHITECT-ENGINEER CONTRACTOR (APR 1984)
- 52.236-24 WORK OVERSIGHT IN ARCHITECT-ENGINEER CONTRACTS (APR 1984)
- 52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT AND VEGETATION (APR 1984)
- 52.242-14 SUSPENSION OF WORK (APR 1984)
- 52.243-1 CHANGES - FIXED-PRICE (AUG 1987) *Alternate III (APR 1984)*
- 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (NOV 2017)

- 52.246-4 INSPECTION OF SERVICES - FIXED-PRICE (AUG 1996)
- 52.249-7 TERMINATION (FIXED-PRICE ARCHITECT-ENGINEER) (APR 1984)
- 52.249-14 EXCUSABLE DELAYS (APR 1984)

The following Department of State Acquisition Regulation (DOSAR) clause(s) is/are incorporated by reference (48 CFR CH. 6):

<u>DOSAR</u>	<u>TITLE</u>	<u>AND</u>	<u>DATE</u>
652.229-71	PERSONAL PROPERTY DISPOSITION AT POSTS ABROAD (AUG 1999)		
652.242-73	AUTHORIZATION AND PERFORMANCE (AUG 1999)		
652.243-70	NOTICES (AUG 1999)		
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. 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 the performance period of the contract.

- 52.217-9 Option to Extend the Term of the Contract (MAR 2000)
  - a. The Government may extend the term of this contract by written notice to the Contractor within the performance period of the contract or within 30 days after funds for the option year become available, whichever is later.
  - b. If the Government exercises this option, the extended contract shall be considered to include this option clause.
  - c. The total duration of this contract, including the exercise of any options under this clause, shall not exceed 15 months.

- 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

Funds are not presently available for performance under this contract beyond September 30 of the current calendar year. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract September 30 of the current calendar year, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer

The following DOSAR clause(s) is/are provided in full text:

652.204-70 Department of State Personal Identification Card Issuance Procedures (MAY 2011)

(a) The Contractor shall comply with the Department of State (DOS) Personal Identification Card Issuance Procedures for all employees performing under this contract who require frequent and continuing access to DOS facilities, or information systems. The Contractor shall insert this clause in all subcontracts when the subcontractor's employees will require frequent and continuing access to DOS facilities, or information systems.

(b) The DOS Personal Identification Card Issuance Procedures may be accessed at <http://www.state.gov/m/ds/rls/rpt/c21664.htm>.

**(End of clause)**

#### CONTRACTOR IDENTIFICATION (JULY 2008)

Contract performance may require contractor personnel to attend meetings with government personnel and the public, work within government offices, and/or utilize government email.

Contractor personnel must take the following actions to identify themselves as non-federal employees:

- 1) Use an email signature block that shows name, the office being supported and company affiliation (e.g. "John Smith, Office of Human Resources, ACME Corporation Support Contractor");
- 2) Clearly identify themselves and their contractor affiliation in meetings;
- 3) Identify their contractor affiliation in Departmental e-mail and phone listings whenever contractor personnel are included in those listings; and
- 4) Contractor personnel may not utilize Department of State logos or indicia on business cards.

(End of clause)

#### SECTION I - LIST OF ATTACHMENTS AND EXHIBITS

EXHIBIT A

"RESERVED"

EXHIBIT B  
FORMAT FOR INSPECTION REPORTS

EXHIBIT C  
CONTRACTOR PROPOSED ON-SITE SCHEDULE

SECTION J - INSTRUCTIONS ON HOW TO SUBMIT A QUOTATION

The Offeror shall include Defense Base Act (DBA) insurance premium costs covering employees. The offeror may obtain DBA insurance directly from any Department of Labor approved providers at the DOL website at <http://www.dol.gov/owcp/dlhwc/lscarrier.htm>

J.1.0. SUBMISSION OF QUOTATIONS

This solicitation is for the performance of the services described earlier.

Summary of Instructions - Each quotation must consist of the following:

<b>Volume</b>	<b>Title</b>	<b>No. of Copies*</b>
1	Executed Standard Form 1449	1
2	Price Proposal	1
3	Technical Proposal	1

Submit the complete quotation to the address indicated at Block 7, if mailed, or Block 9, if hand delivered, of Standard Form 1449.

The quoter shall state any deviations, exceptions, or conditional assumptions taken regarding this solicitation and explain/justify them in the appropriate volume of the offer.

Volume 1 shall contain:

1. Complete pricing schedules as identified in Section A. This shall include providing loaded hourly rates for each professional category of each required discipline, inclusive of all labor costs, overhead, G&A, and profit. Submit the same information for any proposed subcontractors. It shall also include firm-fixed prices for each submittal listed in Section A, broken down to reflect labor rates, overhead, G&A and profit.
2. A copy of the firm's financial statement.
3. A copy of liability insurance policy covering errors and omissions.

J.2.0. 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates the following 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 these addresses: <http://acquisition.gov/far/index.html/> or <http://farsite.hill.af.mil/offara.htm>. Please note these addresses are subject to change.

If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use an Internet "search engine" (for example, Google, Yahoo or Excite) to obtain the latest location of the most current FAR.

<u>PROVISION</u>	<u>TITLE AND DATE</u>
52.204-7	SYSTEM FOR AWARD MANAGEMENT (OCT 2016)
52.204-16	COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING (JUL 2016)
52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)
52.215-1	INSTRUCTIONS TO OFFERORS - COMPETITIVE ACQUISITION (JAN 2004)
52.222-56	CERTIFICATION REGARDING TRAFFICKING IN PERSONS (MAR 2015)

#### J.3.0. SOLICITATION PROVISIONS INCORPORATED BY FULL TEXT

##### 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Time-and Materials contract with some Firm-Fixed Price contract line items, resulting from this solicitation.  
(End of provision)

##### 52.233-2 SERVICE OF PROTEST (AUG 1996)

(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

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

#### J.4.0. FINANCIAL STATEMENT

If asked by the Contracting Officer, the offeror shall provide a current statement of its financial condition, certified by a third party, that includes:

- *Income (profit-loss) Statement* that shows profitability for the past 3 years;

- *Balance Sheet* that shows the assets owned and the claims against those assets, or what a firm owns and what it owes; and
- *Cash Flow Statement* that shows the firm's sources and uses of cash during the most recent accounting period. This will help the Government assess a firm's ability to pay its obligations.

The Government will use this information to determine the quoter's financial responsibility and ability to perform under the contract. Failure of an quoter to comply with a request for this information may cause the Government to determine the quoter to be nonresponsible.

## SECTION K - EVALUATION CRITERIA

### K.1.0. EVALUATION PROCESS

K.1.1 General. To be acceptable and eligible for evaluation, offerors must prepare proposals in accordance with Section J. Proposals must meet all the requirements set forth in the other sections of this solicitation. The Government may determine an offeror to be unacceptable and exclude it from further consideration for failure to comply with Section J.

#### K.1.2. Basis for Award.

The Government intends to award a contract resulting from this solicitation to the lowest priced, technically acceptable offeror who is a responsible Contractor. The evaluation process will follow the procedures below:

##### a) Initial Evaluation

The Government will evaluate all proposals received to ensure that each proposal is complete in terms of submission of each required volume, as required by Section J. The Government may eliminate proposals that are missing required information.

##### b) Technical Acceptability

The Government will thoroughly review those proposals remaining after the initial evaluation to determine technical acceptability. The Government will review Technical Acceptability by reviewing information submitted as part of J.1.0, including a review of the offeror's proposed project manager to ensure that s/he is acceptable to the Government. The Government may also review past references provided as part of the Experience and Past Performance information as described in J.1.0. to verify quality of past performance.

##### c) Price

The Government will evaluate price for all technically acceptable offerors and determine the lowest overall price in accordance with Section B.

##### d) Responsibility

The Government will determine responsibility by analyzing whether the apparent successful offeror complies with the requirements of FAR subpart 9.1, including:

- (1) Adequate financial resources or the ability to obtain them;
- (2) Ability to comply with the required performance period, taking into consideration all existing commercial and governmental business commitments;
- (3) Satisfactory record of integrity and business ethics;
- (4) Necessary organization, experience, and skills or the ability to obtain them;
- (5) Necessary equipment and facilities or the ability to obtain them; and
- (6) Be otherwise qualified and eligible to receive an award under applicable laws and regulations.

The Government reserves the right to reject proposals that are unreasonably low or high in price.

The Government will notify unsuccessful offerors as required by FAR 15.503.

### K.1.3 Award Selection

The Government will review the prices of all technically acceptable firms and the award selection will go to the lowest priced, technically acceptable, responsible offeror. As described in FAR 52.215-1, incorporated by reference in Section J, the Government may award may based on initial offers, without discussions.

### M.2 52.225-17 EVALUATION OF FOREIGN CURRENCY OFFERS (FEB 2000)

If the Government receives offers in more than one currency, the Government will evaluate offers by converting the foreign currency to United States currency using the exchange rate used by the Embassy in effect as follows:

- (a) For acquisitions conducted using sealed bidding procedures, on the date of bid opening.
- (b) For acquisitions conducted using negotiation procedures –
  - (1) On the date specified for receipt of offers, if award is based on initial offers; otherwise
  - (2) On the date specified for receipt of proposal revisions.

### K.3 PRICE EVALUATION

For the purpose of evaluation, and for no other purpose, the Government will evaluate prices submitted on the basis that the Government will require the estimated quantities shown in Section B of this solicitation.

### K.4 SEPARATE CHARGES

Separate charges, in any form, are not solicited. For example, proposals containing any charges for failure of the Government to exercise any options will be rejected. The Government shall not be obligated to pay any charges other than the contract price, including any exercised options.

### K.5 AWARD WITHOUT DISCUSSIONS

As stated in FAR provision 52.215-1, (included in Section J of this RFP), offerors are reminded that the Government intends to award this contract based on initial proposals and without holding discussions, following FAR 15.306(a)(3).

SECTION L - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS OR QUOTERS

Instructions to Offeror. Each offer must consist of the following:

1. List of clients over the past 2 years, demonstrating prior experience with relevant past performance information and references (provide dates of contracts, places of performance, value of contracts, contact names, telephone and fax numbers and email addresses). If the offeror has not performed comparable services in Nepal then the offeror shall provide its international experience. Offerors are advised that the past performance information requested above may be discussed with the client's contact person. In addition, the client's contact person may be asked to comment on the offeror's:
  - Quality of services provided under the contract;
  - Compliance with contract terms and conditions;
  - Effectiveness of management;
  - Willingness to cooperate with and assist the customer in routine matters, and when confronted by unexpected difficulties; and
  - Business integrity / business conduct.

The Government will use past performance information primarily to assess an offeror's capability to meet the solicitation performance requirements, including the relevance and successful performance of the offeror's work experience. The Government may also use this data to evaluate the credibility of the offeror's proposal. In addition, the Contracting Officer may use past performance information in making a determination of responsibility.

2. Evidence that the offeror/quoter can provide the necessary personnel, equipment, and financial resources needed to perform the work;
3. The offeror shall address its plan to obtain all licenses and permits required by local law (see DOSAR 652.242-73 in Section 2). If offeror already possesses the locally required licenses and permits, a copy shall be provided
4. The offeror's strategic plan for Environmental and Social Performance (ESP) and Resettlement Consulting Services to include but not limited to:
  - (a) A work plan taking into account all work elements in Section B, STATEMENT OF WORK.
  - (b) Plan of ensuring quality of services including but not limited to contract administration and oversight; and
  - (c) (1) If insurance is required by the solicitation, a copy of the Certificate of Insurance(s), **or** (2) a statement that the Contractor will get the required insurance, and the name of the insurance provider to be used.

L.1 52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

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

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

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

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

(d) Taxpayer Identification Number (TIN)

TIN:	
<input type="checkbox"/>	TIN has been applied for
<input type="checkbox"/>	TIN is not required because:
<input type="checkbox"/>	Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.
<input type="checkbox"/>	Offeror is an agency or instrumentality of a foreign government
<input type="checkbox"/>	Offeror is an agency or instrumentality of the Federal Government

(e) Type of Organization

<input type="checkbox"/>	Sole Proprietorship
<input type="checkbox"/>	Partnership
<input type="checkbox"/>	Corporate Entity (not tax exempt)
<input type="checkbox"/>	Corporate Entity (tax exempt)
<input type="checkbox"/>	Government entity (Federal, State or local)
<input type="checkbox"/>	Foreign Government
<input type="checkbox"/>	International organization per 26 CFR 1.6049-4
<input type="checkbox"/>	Other:

(f) Common Parent

<input type="checkbox"/>	Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this clause.
<input type="checkbox"/>	Name and TIN of common parent
Name	
TIN	

(End of provision)

L.2 52.204-8 -- Annual Representations and Certifications. (NOV 2017)

(a)(1) The North American Industry classification System (NAICS) code for this acquisition is 541310 for architectural services and 541330 for engineering services.

(2) The small business size standard is 541310 - \$7.5M and 541330 - \$15M.

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

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

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

(i) Paragraph (d) applies.

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

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

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless.

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

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

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

(iii) 52.203-18, Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation. This provision applies to all solicitations.

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

(v) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that.

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(vi) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations. Representation.

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

(viii) 52.209-11, Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.

(ix) 52.214-14, Place of Performance. Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

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

(xi) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(xii) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

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

(xiv) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(xv) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xvi) 52.223-1, 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.

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

(xviii) 52.223-22, Public Disclosure of Greenhouse Gas Emissions and Reduction Goals-Representation. This provision applies to solicitation that include the clause at 52.204-7.

(xix) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.

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

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

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

(C) If the acquisition value is \$50,000 or more but is less than \$77,533, the provision with its Alternate II applies.

(D) If the acquisition value is \$77,533 or more but is less than \$100,000, the provision with its Alternate III applies.

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

(xxii) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan.Certification. This provision applies to all solicitations.

(xxiii) 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.

(xxiv) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.

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

\_\_ (i) 52.204-17, Ownership or Control of Offeror.

\_\_ (ii) 52.204-20, Predecessor of Offeror.

\_\_ (iii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

\_\_ (iv) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Certification.

\_\_ (v) 52.222-52, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Certification.

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

\_\_ (vii) 52.227-6, Royalty Information.

\_\_ (A) Basic.

\_\_ (B) Alternate I.

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

(d) The offeror has completed the annual representations and certifications electronically via the SAM 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

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

(End of provision)

L.3 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013)

As prescribed at 9.104-7(b), insert the following provision:

(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).

(End of provision)

#### L.4 52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (JULY 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.

(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.

(End of clause)

L.5 **52.209-2 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS REPRESENTATION (NOV 2015)**

(a) Definitions. "Inverted domestic corporation" and "subsidiary" have the meaning given in the clause of this contract entitled Prohibition on Contracting with Inverted Domestic Corporations (52.209-10).

(b) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.

(c) Representation. The Offeror represents that.

(1) It  is,  is not an inverted domestic corporation; and

(2) It  is,  is not a subsidiary of an inverted domestic corporation.

(End of provision)

**L.6. 52.209-5 Certification Regarding Responsibility Matters.**

CERTIFICATION REGARDING RESPONSIBILITY MATTERS (OCT 2015)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that.

(i) The Offeror and/or any of its Principals.

(A) Are  are not  presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have  have not , within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks "have", the offeror shall also see 52.209-7, if included in this solicitation);

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

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

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

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

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

(2) Examples.

(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. § 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  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.

(End of provision)

#### AUTHORIZED CONTRACT ADMINISTRATOR

If the offeror does not fill-in the blanks below, the official who signed the offer will be deemed to be the offeror's representative for Contract Administration, which includes all matters pertaining to payments.

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

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone Number: \_\_\_\_\_