

USAID Biodiversity (Jal Jangal)

Request for Proposals (RFP)

Solicitation #RFP-KTM-24-0048

Consultancy Service on "Climate Vulnerability and Risk Assessment of the Local Governments"

Issue Date: 20th February 2024

WARNING: Prospective Offerors who have received this document from a source other **USAID** than the **Biodiversity** Jangal), Kupondole Lalitpur, (Jal and NPBiodiversity Procurement@dai.com should immediately contact USAID Biodiversity Jangal), Kupondole Lalitpur, and/or (lal NPBiodiversity_Procurement@dai.com and provide their name and mailing address in order that amendments to the RFP or other communications can be sent directly to them. Any prospective Offeror who fails to register their interest assumes complete responsibility in the event that they do not receive communications prior to the closing date. Any amendments this solicitation will issued NPBiodiversity_Procurement@dai.com

DAI conducts business under the strictest ethical standards to assure fairness in competition, reasonable prices, and successful performance or delivery of quality, goods, and equipment. DAI does not tolerate corruption, bribery, collusion, or conflicts of interest. Any requests for payment or favors by DAI employees should be reported as soon as possible to ethics@dai.com or by visiting www.dai.ethicspoint.com. Further, any attempts by an offeror or subcontractor to offer inducements to a DAI employee to influence a decision will not be tolerated and will be grounds for disqualification, termination, and possible debarment. See Anti-Corruption and Anti-Bribery and Reporting Responsibilities under heading 9 for more details.

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Synopsis of the RFP

RFP No.	RFP-KTM-24-0048
Issue Date	20th February, 2024
Title	Consultancy Service on "Climate Vulnerability and Risk Assessment of the Local Governments"
Issuing Office & Email/Physical Address for Submission of Proposals	DAI Global, LLC // USAID Biodiversity (Jal Jangal), Kupondole, Lalitpur Email: USAIDBio_Submission@dai.com
Deadline for Receipt of Questions (Electronically only)	All questions regarding this RFP should be submitted via email only to NPBiodiversity_Procurement@dai.com and must be received no later than Tuesday , 27 th February 2024 , at 17:00 local time . Responses will be shared via email by Wednesday , 28 th February 2024 .
Deadline for Receipt of Proposals (Electronically only)	All submissions regarding this RFP must be sent via email only to USAIDBio_Submission@dai.com and received no later than Tuesday, 5th March 2024, at 17:00 local time. Please note that this email address is different from the one assigned for sending questions related to this contracting process. Due to biosafety issues, quotes and proposals are only being received electronically.
Point of Contact	NPBiodiversity_Procurement@dai.com Manager, USAID Biodiversity (Jal Jangal) Procurement
Anticipated Award Type	The anticipated award type would be a Firm-Fixed Price Purchase Order for an estimated period of performance of 20 weeks according to predetermined performance packages and tasks of work. The issuance of this RFP in no way obligates DAI to award a subcontract or purchase order, and offerors will not be reimbursed
	for any costs associated with the preparation of their bid.
Basis for Award	An award will be made based on the Trade Off Method to the responsible and reasonable offeror who provides the best value to DAI and its client through a combination of technical and cost/price factors.

I. Introduction and Purpose

1.1 Introduction

USAID Biodiversity (Jal Jangal) will conserve nature, enhance human well-being, and safeguard Nepal's biodiversity to improve the health of ecosystems, fight environmental crime, and improve the ability of communities to prepare for and adapt to impacts caused by climate change and natural disasters. The activity will achieve measurable conservation targets within the biodiversity-rich, terrestrial, and freshwater ecosystems in and around the Chitwan-Annapurna Landscape, Kailash Sacred Landscape, Terai Arc Landscape, and the proposed Karnali Conservation Landscape while increasing resilience to climate change and contributing to the inclusive and sustainable development of the Nepali people. To accomplish this, USAID Biodiversity (Jal Jangal) will implement activities aligned with three mutually interrelated and reinforcing objectives:

Objective I: Improve the Health of Ecosystems: USAID Biodiversity (Jal Jangal) supports to improve Nepal's ecosystem health in measurable ways and supports better protection, management, and sustainable use of natural resources using an integrated watershed approach and through partnerships with local governments, local communities, civil society, and the private sector.

Objective 2: Strengthen environmental crime control and natural resource safeguards: USAID Biodiversity (Jal Jangal) supports the Government of Nepal's efforts to address environmental crimes, including wildlife trafficking, pollution, and unregulated mining, by building the capacities of the government, civil society, and communities to improve and monitor compliance with the country's environmental laws.

Objective 3: Enhance the climate resilience of natural and human ecosystems: USAID Biodiversity (Jal Jangal) supports Nepal's national climate change adaptation priorities as well as municipality and provincial-level adaptation planning and implementation efforts. USAID supports locally led adaptive actions, such as streambank protection and glacial lake flood prevention, that reduce risks, sustain natural systems and biodiversity, and support livelihoods, food security, and incomes for particularly vulnerable groups.

The priority working landscapes for USAID Biodiversity (Jal Jangal) are briefly described below:

- Chitwan Annapurna Landscape (CHAL): The government of Nepal recognized Chitwan-Annapurna Landscape (CHAL) as a conservation landscape to maintain north-south ecological connectivity between Chitwan National Park in the south and Annapurna Conservation Area, Manaslu Conservation Area, and Langtang National Park in the north. The CHAL covers an area of 32,068 km². It includes the Gandaki river basin and adjoins Sacred Himalayan Landscape in the east. It slightly overlaps with Terai Arc Landscape (TAL) in the south. The landscape is drained by 8 major rivers: the Kali Gandaki, Seti Gandaki, Madi, Marsyangdi, Daraudi, Budhi Gandaki, Trishuli and Rapti). It covers whole or part of 6 protected areas.
- Karnali Conservation Landscape (KCL proposed): Karnali Conservation Landscape (KCL) coincides with the Karnali river basin, which is one of the largest river basins in Nepal. The KCL covers an area of 31,471.42 km² in 15 districts. The KCL provides ecological connectivity between the upper regions of the Karnali basin and the habitats of the Terai Arc Landscape (TAL), allowing for the movement of species and for ecosystem processes. The north-south linkages are especially important for environmental flows and as potential corridors and refugia

for climate change related migrations. The KCL has river corridors along the Seti, Bheri and Humla, Mugu Karnali, Tila, and Hima rivers, which facilitate free movement of wildlife from one protected area to another as the areas of KCL consist of Shey Phoksundo National Park, Rara National Park, Khaptad National Park, and the Dhorpatan Hunting Reserve.

- Kailash Sacred Landscape (KSL): The boundary delineation of the Kailash Sacred Landscape (KSL) is based on the locations of sacred sites and features, especially Mount Kailash, which is an important religious and pilgrimage site for people of Hindu, Buddhist, Bön, and Jain faiths. The mountain lies near Lake Manasarovar and Lake Rakshastal in Tibet. Mount Kailash is near the source of some of the longest rivers in Asia: the Indus, the Sutlej, the Brahmaputra, and the Karnali Rivers.
- Terai Arc Landscape (TAL): The Terai Arc Landscape in Nepal (TAL-Nepal) stretches between the Bagmati River in the east and the Mahakali in the west. The TAL -Nepal is globally renowned for its rich biodiversity, especially the charismatic mega vertebrates such as the tiger and greater one-horned rhinoceros, and as the first landscape-level initiative to conserve these species. It extends conservation strategies beyond the protected areas, moving towards managing large landscapes through participatory land use planning based on ecological social and economic needs. It is a transboundary landscape covering India and Nepal and TAL-Nepal covers an area of 24,710.13 km².

1.2 Purpose

The primary aim of the VRA is to equip local governments with the tools, insights, and guidance necessary for effective climate-related hazard assessments, climate risk mitigation, and fostering a proactive approach to building resilience in local communities.

1.3 Issuing Office

The Issuing Office and Contact Person noted in the above synopsis is the sole point of contact at DAI for the purpose of this RFP. Any prospective offeror who fails to register their interest with this office assumes complete responsibility if they do not receive direct communications (amendments, answers to questions, etc.) prior to the closing date.

1.4 Type of Award Anticipated

DAI anticipates awarding a Firm Fixed Price Purchase Order. This award type is subject to change during negotiations.

A Firm Fixed Price Purchase Order is: An award for a total firm fixed price, for values less than \$150,000, for the provision of specific services, goods, or deliverables and is not adjusted if the actual costs are higher or lower than the fixed price amount. Offerors are expected to include all costs, direct and indirect, into their total proposed price.

2. General Instructions to Offerors

2.1 General Instructions

"Offeror", "Subcontractor", "Service Provider", and/or "Bidder" means a firm proposing the work under this RFP. "Offer" and/or "Proposal" means the package of documents the firm submits to propose the work.

Offerors wishing to respond to this RFP must submit proposals in English, in accordance with the following instructions. Offerors are required to review all instructions and specifications contained in this RFP. Failure to do so will be at the Offeror's risk. If the solicitation is amended, all terms and conditions not modified in the amendment shall remain unchanged.

Issuance of this RFP in no way obligates DAI to award a subcontract or purchase order. Offerors will not be reimbursed for any costs associated with the preparation or submission of their proposal. DAI shall in no case be responsible for liable for these costs.

Proposals are due no later than **Tuesday**, 5th **March 2024**, at 17:00 local time, to be submitted to **USAIDBio_Submission@dai.com**. Please use email subject: Proposals for RFP-KTM-24-0048

Please submit the Technical Proposal (excluding the price component) and Cost Proposal as separate attachments. For large file sizes, please submit through multiple emails. Please follow the submission instructions provided in section 3 below.

Late offers will be rejected except under extraordinary circumstances at DAI's discretion.

Submission of a proposal to DAI in response to this RFP constitutes the offer's agreement to the terms and conditions in this RFP and any attachments hereto. DAI reserves the right to not evaluate non-responsive or incomplete proposals.

2.2 Proposal Cover Letter

A cover letter shall be included with the proposal on the Offeror's company letterhead with a duly authorized signature and company stamp/seal using Attachment B as a template for the format. The cover letter shall include the following items:

- The Offeror will certify a validity period of 180 days for the prices provided.
- Acknowledge the solicitation amendments received.

2.3 Questions regarding the RFP

Each Offeror is responsible for reading and complying with the terms and conditions of this RFP. Requests for clarification or additional information must be submitted in mail. No questions will be answered by phone. Any verbal information received from a DAI or USAID Biodiversity (Jal Jangal) employee, or other entity shall not be considered as an official response to any question regarding this RFP.

Copies of questions and responses will be distributed in writing to all prospective bidders who are on record as having received this RFP after the submission date specified in the Synopsis above.

3. Instructions for the Preparation of Technical Proposals

Technical proposals shall be submitted as separate attachment from cost/price proposals and shall be clearly labeled as "VOLUME I: TECHNICAL PROPOSAL." Please do not include pricing information in the technical proposal.

Technical proposals shall include the following contents.

3.1 Technical Approach:

The Technical proposals will be subject to an evaluation by the Technical Evaluation Committee (TEC). The offeror(s) must submit an approach that demonstrates an understanding of the tasks identified in the SOW, detailing how the service provider will achieve these tasks and address key questions while preparing the proposal for "Climate Vulnerability and Risk Assessment of the Local Government". Your proposal must adhere to the page limit of up to 10 pages, including the summary and workplan, with 1.5

line spacing and 12 font size. Diagrams, charts, photographs, and tables may be used where appropriate, but please adhere to the page limit.

There is guidance on what to include in each section of the proposal. However, applicants should carefully review the guidance and criteria to score the proposal. You may add additional information, but please adhere to the page limit. Four CVs with Signed statements of commitment (each no more than 2 pages), and five descriptions of recent relevant projects (each no more than 2 pages) should be included as annexes.

I. Summary (maximum I page)

Provide a concise summary that clearly describes your approach, what you are expecting to achieve, overall technical approach including detail methodology for data collection, storage, analysis, and visualization including technology choice.

II. Context (maximum I page)

Describe the specific context in-depth details of development, testing, quality control and deployment plan.

III. Your approach and intervention plan (maximum 5 pages)

Provide a detailed description of what you plan to do and how you will do it. Explain the link between the project requirement, your approach, major activities you will undertake and implementation plan along with delivery schedule. Provide evidence from your past work and explain how you will make use of this experience to ensure that you make effective use of it.

IV. Expertise & Experience (maximum 2 pages)

Provide relevant information about your organizational experience in formulating VRA Assessment using VRA Framework/ Tool kit at the local Government level. Describe your human and other resources to demonstrate your capacity to undertake a project of this nature and scale.

V. Project Team (Maximum I Pages plus CVs and Signed statement in annex)

Describe the role, skills, and relevant expertise of key team members.

Signed statement of commitment, confirming immediate availability through the duration of the period of performance from each key personnel candidate in annexes.

The technical proposal will also include the following evaluated Annexes:

- Key Personnel CVs (maximum 2 pages per CV)
- Signed statements of commitment for proposed Key Personnel (maximum I page)

3.2 Human Resources:

The consultancy should provide resource persons with the following qualifications:

- Team leader with a M.Sc. in Forestry, Engineering, Geo-informatics, Climate Change, Natural Resource Management, Biodiversity, or relevant field.
- The Team Lead should have at least ten years of experience in research, climate change, disaster risk reduction and management, vulnerability, and risk assessment. Expertise in remote sensing and GIS is highly preferred.
- Team members with expertise specifically on areas of Forestry and Biodiversity, Agriculture, Climate change adaptation and Disaster risk reduction, watershed management, GESI, GIS specialist, meteorologist, and data analyst etc.

3.3 Specials Instructions on Submission of RFP:

- The technical proposal should be 10 or less pages (excluding cover page and annex) with 1.5 line spacing and 12-point font size.
- Proposal must be in English.
- Submitted via email to *USAIDBio_Submission@dai.com* no later than Tuesday, 5th March 2024, at 17:00 local time.
- Acceptable formats: .pdf, .docx, or .odf format.
- Unacceptable: ".rar" files.

3.4 Services Specified

For this RFP, DAI needs the services described in Attachment A.

3.5 Technical Evaluation Criteria

Each proposal will be evaluated and scored against the evaluation criteria and sub-criteria, which are stated in the table below. Cost/Price proposals are not assigned points, but for overall evaluation purposes of this RFP, technical evaluation factors other than cost/price, when combined, are considered approximately equal to cost/price factors.

Evaluation Criteria	Evaluation Sub-criteria (if needed)	Maximum Points
Technical Approach	 The proposed approach and methodology describe how the activities will achieve the objectives (20 points) Detailed implementation plan and timeline, demonstrate logic, coherence, and feasibility in achieving the objective (15 points) Stakeholder engagement to develop a comprehensive and practical framework/ guideline for Vulnerability and Risk Assessment (15 points) 	50 Points
Organizational Experience	 Applicant has demonstrated successful experience of conducting VRA and formulating VRA guideline (15 points) Applicant has proven institutional experience of Conducting VRA and formulating VRA guideline (15 points) 	30 Points
Team composition	 Team Leader's education and work experience in relevant area (10 points) Team member's education, work experience in relevant area, and clearly defined roles and responsibilities (5 points) Diversity and inclusiveness of the team in terms of gender, caste/ethnicity, and members of marginalized groups (5 points) 	20 Points
	Total Points	100 points

4. Instructions for the Preparation of Cost/Price Proposals

4.1 Cost/Price Proposals

Cost/Price proposals shall be submitted as a separate attachment from technical proposals, and shall be clearly labeled as "VOLUME II: COST/PRICE PROPOSAL" and should include the following:

- Detailed budget
- Budget narrative/notes of the proposed budget line items
- Proposed cost schedule as per the deliverables.

Provided in Attachment C is a template for the Cost Proposal. The offerors shall provide a fully detailed budget, inclusive of VAT. Offerors shall complete the template including as much detailed information as possible. Please submit the cost proposal in .pdf and .xlsx (Excel) format

It is important to note that Value Added Tax (VAT) shall be included on a separate line. These services (are eligible for VAT exemption under the DAI prime contract. The Subcontractor is responsible for all applicable taxes and fees, as prescribed under the applicable laws for income, compensation, permits, licenses, and other taxes and fees due as required.

5. Basis of Award

5.1 Best Value Determination

DAI will review all proposals, and make an award based on the technical and cost evaluation criteria stated above and select the offeror whose proposal provides the best value to DAI. DAI may also exclude an offer from consideration if it determines that an Offeror is "not responsible", i.e., that it does not have the management and financial capabilities required to perform the work required.

Evaluation points will not be awarded for cost. Cost will primarily be evaluated for realism and reasonableness. DAI may award to a higher priced offeror if a determination is made that the higher technical evaluation of that offeror merits the additional cost/price.

DAI may award to an Offeror without discussions. Therefore, the initial offer must contain the Offeror's best price and technical terms.

5.2 Responsibility Determination

DAI will not enter into any type of agreement with an Offeror prior to ensuring the Offeror's responsibility. When assessing an Offeror's responsibility, the following factors are taken into consideration:

- 1. Provide the necessary business licenses (renewed registration with relevant Government of Nepal agency, the latest tax clearance certificate, VAT registration and others) to operate in the host country. In case of an NGO, if your proposal is above NPR 20,00,000.00, VAT registration is a must. If your proposal is below NPR 20,00,000.00, PAN registration is acceptable. However, 15% TDS will be deducted at the time of payment.
- 2. Evidence of a Unique Entity ID (SAM) or exemption from Unique Entity ID (explained below and instructions contained in Attachment D or self-certification for Unique Entity ID exemption in (Attachment E).
- 3. Ensure that the source, origin and nationality of the products or services are not from a Prohibited Country (explained below).

- 4. Demonstrate adequate financial resources (audit reports from last three years if available) to USAID Biodiversity (Jal Jangal) finance team the ability to secure funds without requiring advance funds from DAI.
- 5. Ability to comply with required or proposed delivery or performance schedules. Please provide evidence of project completion/experience/reference letter for similar work or other related tasks of similar nature.
- 6. Maintain a satisfactory past performance record (Attachment G Past Performance Form).
- 7. Uphold a satisfactory record of integrity and business ethics (business/organization policy).
- 8. Possess the necessary organizational, experiential, accounting and operational controls and technical skills (as per available organization/business financial and accounting policy).

6. Anticipated post-award Deliverables.

After the subcontract is awarded, the deliverables and deadlines detailed in the below table must be submitted to DAI. The Offeror should propose costs for each deliverable in the Price Schedule. All deliverables must receive approval from DAI before payment processing.

No.	Description (Please propose in the cost proposal template)	Due Date (Please propose in the cost proposal template)
I		
2		
3		

7. Inspection & Acceptance

The designated DAI Project Manager will inspect from time to time the services being performed to determine whether the activities are being performed in a satisfactory manner, and that all equipment or supplies are of acceptable quality and standards. The subcontractor shall be responsible for any countermeasures or corrective action, within the scope of this RFP, which may be required by the DAI Chief of Party as a result of such inspection.

8. Compliance with Terms and Conditions

8.1 General Terms and Conditions

Offerors agree to comply with the general terms and conditions for an award resulting from this RFP. The selected Offeror shall comply with all Representations and Certifications of Compliance listed in Attachment F.

8.2 Prohibited Technology

Bidders MUST NOT provide any goods and/or services that utilize telecommunications and video surveillance products from the following companies: Huawei Technologies Company, ZTE Corporation, Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company, or any subsidiary or affiliate thereof, in compliance with FAR 52.204-25.

8.3 Source and Nationality

Under the authorized geographic code for its contract DAI may only procure goods and services from the following countries.

Geographic Code 937: Goods and services from the United States, the cooperating country, and "Developing Countries" other than "Advanced Developing Countries: excluding prohibited countries. A list of the "Developing Countries" as well as "Advanced Developing Countries" can be found at: http://www.usaid.gov/policy/ads/300/310maa.pdf and http://www.usaid.gov/policy/ads/300/310mab.pdf respectively.

Geographic Code 935: Goods and services from any area or country including the cooperating country but excluding Prohibited Countries.

Geographic Code 110: Goods and services from the United States, the independent states of the former Soviet Union, or a developing country, but excluding Prohibited Countries.

DAI must verify the source and nationality of goods and services and ensure (to the fullest extent possible) that DAI does not procure any goods or services from prohibited countries listed by the Office of Foreign Assets Control (OFAC) as sanctioned countries. OFAC sanctioned countries may be searched within the System for Award Management (SAM) at www.SAM.gov. The current list of countries under comprehensive sanctions include Cuba, Iran, North Korea, Sudan, and Syria. Goods may not transit through or be assembled in comprehensive sanctioned origin or nationality countries, nor can the vendor be owned or controlled by a prohibited country. DAI is prohibited from facilitating any transaction by a third party if that transaction would be prohibited if performed by DAI.

By submitting a proposal in response to this RFP, Offerors confirm that they are not violating the Source and Nationality requirements of the goods or services being offered and that the goods and services comply with the Geographic Code and the exclusions for prohibited countries outlined above.

8.4 Unique Entity ID (SAM)

There is a **mandatory** requirement for your organization to provide a Unique Entity ID (SAM) to DAI. The Unique Entity ID (SAM) is a system developed and regulated by System for Award Management (SAM) that assigns a unique numeric identifier to a single business entity. Without a Unique Entity ID, DAI cannot deem an Offeror "responsible" to conduct business with and therefore, DAI will not enter into a subcontract/purchase order or monetary agreement with any organization. The determination of a successful offeror/applicant resulting from this RFP/RFQ/RFA is contingent upon the winner providing a Unique Entity ID (SAM) to DAI. Organizations who fail to provide a Unique Entity ID (SAM) will not receive an award and DAI will select an alternate vendor/subcontractor/grantee.

All domestic and foreign organizations receiving first-tier subcontracts/ purchase orders valued at \$30,000 and above must obtain a Unique Entity ID (SAM) before signing the agreement. Organizations with gross incomes under \$300,000 from all sources are exempt from this requirement. Offerors claiming this exemption must sign the self-certification statement as required by DAI.

For those required to obtain a Unique Entity ID (SAM), see Attachment D - Instructions for Obtaining a Unique Entity ID (SAM) - DAI'S Vendors, Subcontractors and Grantees.

IF you are not required to obtain a Unique Entity ID (SAM), see Attachment E: Self Certification for Exemption from Unique Entity ID (SAM).

9. Anti-Corruption and Anti-Bribery Policy and Reporting Responsibilities

DAI conducts business under the strictest ethical standards to assure fairness in competition, reasonable prices and successful performance or delivery of quality goods and equipment. **DAI does not tolerate the following acts of corruption:**

- Any requests for a bribe, kickback, facilitation payment or gratuity in the form of payment, gift or special consideration by a DAI employee, Government official, or their representatives, to influence an award or approval decision.
- Any offer of a bribe, kickback, facilitation payment or gratuity in the form of payment, gift or special consideration by an offeror or subcontractor to influence an award or approval decision.

- Any fraud, such as misstating or withholding information to benefit the offeror or subcontractor.
- Any collusion or conflicts of interest in which a DAI employee, consultant, or representative
 has a business or personal relationship with a principal or owner of the offeror or
 subcontractor that may appear to unfairly favor the offeror or subcontractor.
 Subcontractors must also avoid collusion or conflicts of interest in their procurements from
 vendors. Any such relationship must be disclosed immediately to DAI management for
 review and appropriate action, including possible exclusion from award.

These acts of corruption are not tolerated and may result in serious consequences, including termination of the award and possible suspension and debarment by the U.S. Government, excluding the offeror or subcontractor from participating in future U.S. Government business.

Any attempted or actual corruption should be reported immediately by either the offeror, subcontractor, or DAI staff to:

- Toll-free Ethics and Compliance Anonymous Hotline at (U.S.) +1-503-597-4328
- Hotline website www.DAI.ethicspoint.com, or
- Email to Ethics@DAl.com
- USAID's Office of the Inspector General Hotline at hotline@usaid.gov.

By signing this proposal, the offeror confirms adherence to this standard and ensures that no attempts shall be made to influence DAI or Government staff through bribes, gratuities, facilitation payments, kickbacks, or fraud. The offeror also acknowledges that violation of this policy may result in termination, repayment of funds disallowed by the corrupt actions and possible suspension and debarment by the U.S. Government.

Attachment A: Terms of Reference

USAID Biodiversity (Jal Jangal)

Scope of Work for Vulnerability and Risk Assessment of the Local Governments

Name : TBD

Position : Climate Vulnerability and Risk Assessment Consulting Firm

Period of Performance: Mid-March to End of July 2024

Base of Operations : Kathmandu, with travel to USAID Biodiversity target landscapes

I. BACKGROUND

USAID Biodiversity (Jal Jangal) will conserve nature, enhance human well-being, and safeguard Nepal's biodiversity to improve the health of ecosystems, fight environmental crime, and improve the ability of communities to prepare for and adapt to impacts caused by climate change and natural disasters. The activity will achieve measurable conservation targets within the biodiversity-rich, terrestrial, and freshwater ecosystems while increasing resilience to climate change and contributing to the inclusive and sustainable development of the Nepali people. To accomplish this, the activity will implement activities aligned with three mutually interrelated and reinforcing objectives: improve the health of ecosystems (Objective I), strengthen environmental crime control and natural resource safeguards (Objective 2), and enhance the climate resilience of natural and human ecosystems (Objective 3).

The priority working landscapes for USAID Biodiversity (Jal Jangal) are shown in the map below.

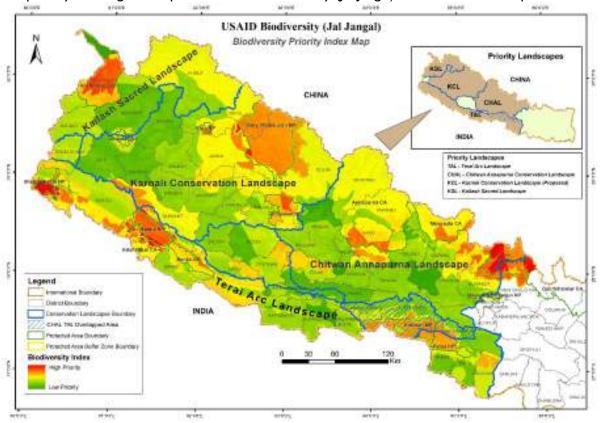


Figure I: USAID Biodiversity (Jal Jangal) Working Area.

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This Scope of Work (SOW) highlights the objectives and tasks of the Climate Vulnerability and Risk Assessment.

2. RATIONAL of VULNERABILITY AND RISK ASSESMENT

Climate change (CC) is a great challenge for human beings and ecosystems. It has affected all socio-economic sectors and all geographical areas of Nepal. Nepal is considered as one of the most risk-prone countries, ranking tenth in terms of climate risk in Germanwatch Global Climate Risk Index 2021 (Eckstein et al., 2021). With the increasing impacts of CC, it is essential to understand the climatic vulnerability and the risk to plan and minimize the future impacts. The VRA helps in identifying and assessing risks across regions and sectors and is recognized globally as a critical step in adaptation planning and implementation (IPCC, 2014). Furthermore, VRA is important for the budgeting and planning process at federal, provincial, and local level. Hence, the Ministry of Forests and Environment published a VRA report in 2021 as provisioned in the Environment Protection Act, 2021.

VRA plays a pivotal role in the planning and budgeting processes of local governments. The Local Government Operation Act (LGOA), 2074 mandates the preparation of disaster/risk-sensitive land use planning (Section 27.4), as part of the Local Government Institutional Self-Assessment (LISA), disaster-sensitive land use planning is a designated indicator (Indicator 7.1.2). In accordance with the LGOA, 2074 (Section 11, Subsection 2-Na.4), local governments are required to identify disaster and risk areas and create corresponding maps. This requirement is mirrored in LISA (Indicator 9.2.3). Unfortunately, a significant number of local governments are currently formulating their budgets and plans without adequately considering climate and disaster risks.

The VRA report serves as a crucial tool, providing evidence for the development of climate-resilient plans and aiding in the identification of adaptation priorities. The National Climate Change Policy, 2076, specifically under Strategy 8.1.1 (Point 10 Operational Strategy), emphasizes the conduct of VRA to support periodic adaptation planning and budgeting. Similarly, the National Framework of Local Adaptation Plans for Action (LAPA), 2076 outlines a crucial step – climate vulnerability and capacity assessment – for integrating climate change adaptation into the budgeting and planning processes of local governments. Despite these provisions, many local governments are not actively preparing vulnerability and risk reports to provide evidence for local planning and budgeting process due to limited technical capacity, budgetary constraints, and low awareness on the advantage of such assessment.

Therefore, a robust VRA is essential for local governments. It assists them in identifying vulnerability hotspots (both in terms of systems and people), and threats. By providing evidence, it empowers local governments to undertake climate and disaster resilience planning and budgeting effectively. In summary, the VRA process is critical for the proactive management of risks and vulnerability by local governments.

Therefore, USAID Biodiversity (Jal Jangal) is supporting 36 local governments in vulnerability and risk assessments aiming to identify the vulnerability hot-spots (system and people) and threats, generate strong evidence to inform budgeting and planning processes, and support climate resilient development planning.

USAID Biodiversity (Jal Jangal) is seeking a service provider (Consulting Firm) to support the undertaking of VRA in selected local governments. List of the selected LGs are presented in annex I.

3. OBJECTIVES

The primary aim of the VRA is to equip local governments with the tools, insights, and guidance necessary for effective climate-related hazard assessments, climate risk mitigation, and fostering a proactive approach to building resilience in local communities. VRA will assist local governments in assessing climatic hazards, vulnerabilities, and risks, ultimately identifying practical adaptation measures to address these challenges to enable integration of adaptation measures in the budgeting and planning process. To achieve this overarching objective, the assignment is structured around three interconnected objectives:

Objective I: Develop a comprehensive and practical framework/guideline for VRAs along with indicators and data collection and analysis methods (tool kits) that are customized for VRA at the local government level.

Objective 2: Prepare a comprehensive VRA report of 36 local governments including data sheets to provide valuable evidence and insights to local governments for their budgeting and planning.

Objective 3: Prepare and publish a comprehensive guidance note, drawing from the experiences and lessons learned during the VRA exercise in close coordination and engagement with the Ministry of Federal Affairs and General Administration (MoFAGA).

4. METHODOLOGY AND TASK

The Vulnerability and Risk Assessment (VRA) consulting firm will be responsible for reviewing existing policy and legal framework of the available VRA tools, techniques, and practices with Gender Equality and Social Inclusion (GESI) aspects developed by development partners and the Government of Nepal. During the review and consolidation process, the consulting firm convene and consult with key stakeholders, including the Climate Change Management Division (CCMD) of the Ministry of Forests and Environment (MoFE), the Planning and Foreign Aid Coordination Division (Environment and Disaster Management section) of the Ministry of Federal Affairs and General Administration (MoFAGA), International Non-Governmental Organizations (NGOs), Civil Society Organizations (CSOs), the Association of the Rural Municipalities in Nepal (NARMIN), and the Municipal Association of Nepal (MuAN).

The consulting firm will develop a methodology to undertake VRA in selected local governments. The guideline/tool kit developed should be considered and adopted systematically based on good national practices and can be tailored to the specific context of the local government. The methodology should provide a good and feasible framework for the integration of climate change adaptation into local development planning and budgeting processes and climate risk management in development along with a GESI integration process.

The consulting firm will be supported by the Climate Resilience Lead and sub-contractor, Rupantaran Nepal. The firm will also seek technical guidance from the federal ministries (MoFE and MoFAGA) in the preparation and testing of the VRA framework/guideline.

The proposed approaches and methodologies should include both bottom-up and top-down approaches and follow the participatory, inclusive, and consultative methods. The methods and tasks to be used for the VRA include but are not limited to:

4.1 Preparation of Comprehensive VRA Framework / Guideline

- Desk review of existing policy and legal instruments with GESI provisions of the federal and provincial government related to VRA.
- Review and study the existing VRA process and practices undertaken by the Government of Nepal and other development agencies.

- Undertake consultation with the Climate Change Management Division (CCMD) at the Ministry
 of Forests and Environment, the Planning and Foreign Aid Coordination Division (Environment
 and Disaster Management section) within the Ministry of Federal Affaire, and General
 Administration (MoFAGA) for technical guidance and internalizing the VRA process and
 outcomes.
- Prepare a comprehensive and practical vulnerability and risk assessment framework/guideline to conduct VRA at local government. The framework should cover the indicators of hazards, exposure, sensitivity, risk and adaptive capacity, indicator-based data collection, and analysis methods and a template for each indicator in MS Spread Sheet to generate a risk and vulnerability index by following the Inter-governmental Panel on Climate Change (IPCC) Assessment Report (AR) -5 and aligning with VRA framework's indicators and methods developed during the National Adaptation Plan (NAP) process.

4.2 Conduct VRA Assessment by Using VRA Framework/ Tool Kit

- Test the VRA framework/tool kits within at least two of the local governments within each of the Landscapes under USAID Biodiversity (Jal Jangal) and update or revise based on the lesson learned and gaps observed during testing of the framework/tool kit.
- Generate spatial maps (GIS Maps) of hazards, risks, and resources such as land use and land cover mapping, soil loss mapping, landslide susceptibility mapping, flood hazard mapping, drought mapping, and forest fire mapping within the local government.
- Analyze climate data and information and its projection according to RCP 4.5 and RCP 8.5.
- Collect information and data according to the indicators from the secondary sources, analyze and generate the VRA findings.
- Conduct consultation with local government representatives/officials and undertake focus group
 discussions (FGDs) with local people in an inclusive way to understand and identify climate risks
 and impacts on biodiversity, forest, and watershed management across selected municipalities.
 Also, triangulate the findings of spatial analysis and findings generated from the secondary
 source.
- Identify practical adaptation options to address priority climate risks and vulnerabilities by both top-down and bottom-up approaches.
- Conduct municipal-level consultations with validation workshops to rank/categorize associated climate risks and vulnerabilities and the overall outcome of the VRA in each municipality.
- Finalize and or update the Climate VRA report with GESI aspects in Nepali within the 36 municipalities so that the municipalities can integrate VRA outcomes within their budgeting and planning process.

4.3. Prepare and Publish VRA Guidance Note

- Share the overall process, experience, and learning with federal-level key stakeholders- MoFE, MoFAGA, NARMIN, MuAN, and bilateral programs working in climate change adaptation.
- Prepare and publish a comprehensive and practical guidance note based on experiences and learning from VRA conduction in close and active engagement of the MoFAGA and MoFE.

In addition to the above, the consulting firm is expected to propose tools and techniques to be employed during the assessment. The consulting firm should develop a proposal (technical and financial) with the methodology and tools of the VRA based on this scope of work. Once the contract is signed,

an inception report should be submitted with a detailed methodological framework/guideline including tools and analysis framework to undertake VRA assessments.

The firm must follow USAID guidelines for ensuring data quality and protecting personally identifiable information. The approach to collecting data must include: i) Strategies to minimize measurement error during program site data collection to ensure the validity of data; and ii) Mechanisms established to control manipulation of data and ensure data integrity. The firm must arrange a training session to orient team members to the activity background, VRA tools, data quality protocols and ethical guidelines.

5. DELIVERABLES AND TIMELINES

The Vulnerability and Risk Assessment Consulting firm will be responsible for executing the overall consultancy with good quality work and as per the timeline mentioned below. The consulting firm is expected to make all necessary logistic arrangements by themselves. The key deliverables of this assignment are:

- Prepare and submit a comprehensive inception report with clear methodologies for VRA conduction, field plan, Table of contents of VRA report,
- Produce a comprehensive VRA methodological framework/framework data collection and analysis form and date datasheet in MS Spreadsheet,
- Piloting and testing the methodological framework in at least two (2) local governments within each landscape.
- Conduct 36 consultation validation workshops at selected municipalities among elected representatives and officials as well as other relevant stakeholders.
- Produce 36 VRA reports for local governments in Nepali and one comprehensive completion report including lessons learned and challenges in English.
- Organize sharing workshop with MOFE, MoFAGA, NARMIN, MuAN and other relevant stakeholders at the federal level.
- Produce a comprehensive guidance note based on the VRA exercise and lesson so that other local governments can apply and conduct VRA by themselves.

The period of performance for the identified consulting firm for the activity will be from Mid-March- July 2024).

All work must be scheduled to be completed within this timeframe. Any modifications or extensions will be requested for review and discussion. USAID Biodiversity (Jal Jangal) will consider modification or revision of the agreed plan only under circumstances beyond the control of the consulting firm including natural disasters.

The detailed deliverables and timelines are as follows:

6. DETAILED DELIVERY SCHEDULE

SN	Deliverables	Deadlines
I	Inception Report including methodologies and team mobilization plan	Within 10 days after signing the contract
2.	Draft VRA framework and Tool Kits	Within fourth week after signing the contract
3	a), first progress report including updates of testing and conducting of	Within seventh week after signing the contract

	VRA in 6 local governments (2/2 local governments in each Landscape), and		
	b), final VRA framework and tool kit		
4	Second progress report with details of VRA conducted in remaining 30 LGs	Fifteen weeks after signing the contract	
5	Final report of VRA for all LGs in Nepali and Consolidation in English	Eighteen weeks after signing the contract	
6.	Conduct sharing workshop and preparation and publication of the guidance note	Twenty weeks after finalizing the VRA report	
7.	Submission of draft report of sharing workshop, guidance notes and assignment completion report	Twenty weeks after infallzing the VKA report	
8	Final report after incorporating suggestions from USAID Biodiversity (Jal Jangal)	Two weeks receiving comment from USAID Biodiversity (Jal Jangal)	
	Total		

The consulting firm should submit one copy of above-mentioned deliverable in English in soft and hard copies. Presentations from the consulting firm are expected at the time of submission of each deliverable.

7. OVERSIGHT AND TECHNICAL DIRECTION

The USAID Biodiversity (Jal Jangal) Climate Resilience Lead and Rupantaran Nepal will be responsible for monitoring the overall process of the Vulnerability and Risk Assessment. The Climate Resilience Lead along with the Deputy Chief of Party (DCOP), Community Adaptation Specialist, and with other members of the technical team, will oversee the VRA assessment and its quality and will issue any technical direction needed to the consulting firm.

8. QUALIFICATION

The VRA team should comprise of a Team leader with a M.Sc. in Forestry, Engineering, Geo-informatics, Climate Change, Natural Resource Management, Biodiversity, or relevant field, and supported by team members with expertise specifically on areas of Forestry and Biodiversity, Agriculture, Climate change adaptation and Disaster risk reduction, watershed management, GESI, GIS specialist, meteorologist, and data analyst, etc. The Team Lead should have at least ten years of experience in research, climate change, disaster risk reduction and management, vulnerability, and risk assessment. Expertise in remote sensing and GIS is highly preferred.

Annex-I List of Selected Local Government for VRA

Landscape	Watershed/ Sub-water	Locations
	Marshyangdi Watershed, Kali Gandaki Watershed and Seti Watershed (Annapurna RM) Seti Watershed (Rupa RM)	Rupa RM, Kaski Annapurna RM, Kasko
	Kali Gandaki Watershed and Seti Watershed (Modi RM)	3. Modi RM, Parbat
Package-I	Kali Gandaki Watershed and Seti Watershed (Phedikhola RM)	4. Andhikhola RM, Syangja-5. Phedikhola RM, Syangja-
Chitwan and	Marshyangdi Watershed (Rainash M)	6. Rainash Municipality, Lamjung-
Annapurna Conservation Landscape	Seti Watershed and Marshyangdi Watershed (Byas ans Bhanu M)	7. Bhanu Municipality, Tanahu8. Byash Municipality, Tanahu
·	Budhi Gandaki Watershed and Marshyangdi Watershed (Chum Nubri RM)	9. Chumnubri RM, Gorkha
	Budhi Gandaki Watershed (Dharche RM)	
	Narayani Saptagandaki Watershed and Bakaiyanadi Watershed (Thori RM)	10. Thori RM, Parsa-
	M	11. Nashong RM, Manang
	Marshyangdi Watershed (Nashong RM and Narphu RM)	12. Narphu RM, Manang
		13. Chayyanath Rara Municipality, Mugu
	Mugu Karnali Watershed	I4. Soru RM, Mugu
		15. Karmarong RM, Mugu
		16. Kankasundari RM, Jumla
Package 2	Hima Karnali Watershed	17. Patarashi RM Jumla
Proposed Karnali		18. Aathbis Municipality, Dailekh
Conservation Landscape	Middle Karnali Watershed (Ramagad Sub-watershed)	19. Tahtikandah RM , Dailekh
Lanuscape		20. Chamundabindrasaini Municipality, Dailekh
		21. Barahtal RM, Surkhet
	Bheri Watershed (Sota Basante sub-watershed)	22. Panchapuri Municipality, Shurket
		23. Chaukune RM, Surkhet

Landscape	Watershed/ Sub-water	Locations
	Mahana River Watershed	24. Rapti RM, Dang
	Karnali Watershed	25. Gadawa RM, Dang
	Naman vvacersneu	26. Madhuvan Municipality, Bardiya
Package-3		27. Dhangadhi- Sub Metro, Kailali
		28. Laljhadi RM Kanchanpur
Terai Arc- Conservation Landscape	Mahakali Watershed	29. Krishnapur Municipality, Kanchanpur
		30. Alital RM Dadelhura
	Rapti Watershed	
	Mahakali Watershed	31. Lekam RM, Darchula
		32. Marma RM, Darchula
Kailash		33. Apihimal RM, Darchula
Sacred Conservation		34. Mahakali Municipality, Baitadi-
Landscape	Setinadi Watershed	35. Dashrath Chand Municipality, Baitadi
		36. Thalara RM, Bajhang

Attachment B: Proposal Cover Letter

Address: Click here to enter text.

Email: Click here to enter text.

Company Seal/Stamp:

Telephone: Click here to enter text.

Please send this is in separate sheet. Do not attach with technical proposal.

[On	Firm's	Letterhead]
<insert date=""></insert>		
TO: DAI Global LLC.		
We, the undersigned, provide the atta 24-0048 issued on 5 th March 2024. <sum (\$0.00="" figures)<="" in="" sum="" td="" words=""><td>Our attached proposal</td><td></td></sum>	Our attached proposal	
I certify a validity period of 180 days for of Quantities. Our proposal shall be big any discussions. Offeror shall verify here the items specified with the proposal shall be big any discussions. Offeror shall verify here the items specified with the proposal shall be big any discussion.	nding upon us subject to rified in this RFP docume	the modifications resulting from
Authorized Signature:		
Name and Title of Signatory: Click here	e to enter text.	
Name of Firm: Click here to enter text	•	

Attachment C: Price Schedule

This is sample.

S.N.	Description	Qty I	Unit I	Qty 2	Unit 2	Unit Cost (NPR)	Total (NPR)	Budget Notes (Please explain briefly the proposed cost and units based on reference examples given below)
Α	Human Resources	s (Fee bas	sed on de	liverab	le and t	ime fram	e)	
I	Team Leader	I	person	60	days			Team leader for days. The role of team leader includes Unit cost is based on
2	Watershed expert						-	
3	Veterinary						_	
4	Wildlife expert						-	
	Subtotal A						-	
В	Travel and	I						
	Logistics							
I	Air fare (Kathmandu - Bharatpur)						-	Local transportation from to Unit cost is based on local bus fare.
2	Vehicle Hire						-	
	Subtotal B						-	
							-	
С	Program Cost							
l	Consultation meeting							
2	Field survey						-	
							-	
							-	
	Subtotal C							
D	Other Direct Cost						-	
	Stationery					_	-	
	Communication and internet					-		
	Subtotal D						-	
E	Fees (If Applicable)						-	
	Subtotal E						-	
	Total						••••	
	VAT @ 13%						•••	
_	Total (Including VAT)						••••	

	Proposed Deliverables and Payment Schedule				
5. N	Description of Deliverable	Estimated Completion Date	Amount (NPR)		
1					
2					
3					
4					
5					
6					
7					
	Total		-		

Note: Please use the attached template in excel workbook for cost proposal, budget notes or narrative and deliverable schedule.

Attachment D: Instructions for Obtaining a Unique Entity ID (SAM)-DAI'S Vendors, Subcontractors and Grantees

Note: There is a Mandatory Requirement for your Organization to Provide a Unique Entity ID (SAM) to DAI

- I. SUBCONTRACTS/PURCHASE ORDERS: All domestic and foreign organizations which receive first-tier subcontracts/ purchase orders with a value of \$30,000 and above are required to obtain a Unique Entity ID (SAM)<u>prior</u> to signing of the agreement. Your organization is exempt from this requirement if the gross income received from all sources in the previous tax year was under \$300,000. Please see the self-certification form attached.
- II. MONETARY GRANTS: All foreign entities receiving first-tier monetary grants (standard, simplified and FOGs) with a value equal to or over \$25,000 and performing work outside the U.S. must obtain a Unique Entity ID (SAM)prior to signing of the grant. All U.S. organizations who are recipients of first-tier monetary grants of any value are required to obtain a Unique Entity ID (SAM); the exemption for under \$25,000 applies to foreign organizations only.

NO SUBCONTRACTS/POs (\$30,000 + above) or MONETARY GRANTS WILL BE SIGNED BY DAI WITHOUT PRIOR RECEIPT OF A Unique Entity ID (SAM).

Note: The determination of a successful offeror/applicant resulting from this RFP/RFQ/RFA is contingent upon the winner providing a Unique Entity ID (SAM) to DAI. Organizations who fail to provide a Unique Entity ID (SAM) will not receive an award and DAI will select an alternate vendor/subcontractor/grantee.

Background:

Summary of Current U.S. Government Requirements- Unique Entity ID (SAM)

Effective April 4, 2022, entities doing business with the federal government will use the Unique Entity Identifier (SAM) created in SAM.gov. The Unique Entity ID (SAM) is a 12-character alphanumeric value managed, granted, and owned by the government. This allows the government to streamline the entity identification and validation process, making it easier and less burdensome for entities to do business with the federal government.

Entities are assigned an identifier during registration, or one can be requested at SAM.gov without needing to register. Ernst and Young provides the validation services for the U.S. Government. The information required for getting a Unique Entity ID (SAM) without registration is minimal. It only validates your organization's legal business name and address. It is a verification that your organization is what you say it is.

The Unique Entity ID (SAM) does not expire.

Summary of Previous U.S. Government Requirements - DUNS

The Data Universal Numbering System (DUNS) is a system developed and managed by Dun and Bradstreet that assigns a unique nine-digit identifier to a business entity. It is a common standard worldwide and was previously used by the U.S. Government to assign unique entity identifiers. This system was retired by the U.S. Government on April 4, 2022, and replaced with the Unique Entity Identifier (SAM). After April 4, 2022, the federal government will have no requirements for the DUNS number.

If the entity was registered in SAM.gov (active or inactive registration), a Unique Entity ID (SAM) was assigned and viewable in the entity registration record in SAM.gov prior to the April 4, 2022, transition. The Unique Entity ID (SAM) can be found by signing into SAM.gov and selecting the Entity Management widget in your Workspace or by signing in and searching entity information.

Instructions detailing the process to be followed in order to obtain a Unique Entity ID (SAM) for your organization can be found below.

THE PROCESS FOR OBTAINING A UNIQUE ENTITY ID IS OUTLINED BELOW:

- I. Have the following information ready to request a Unique Entity ID (SAM)
 - a. Legal Business Name
 - b. Physical Address (including ZIP + 4)
 - c. SAM.gov account (this is a user account, not actual SAM.gov business registration).
 - i. As a new user, to get a SAM.gov account, go to www.sam.gov.
 - 1. Click "Sign In" on the upper right-hand corner.
 - 2. Click on "Create a User Account"

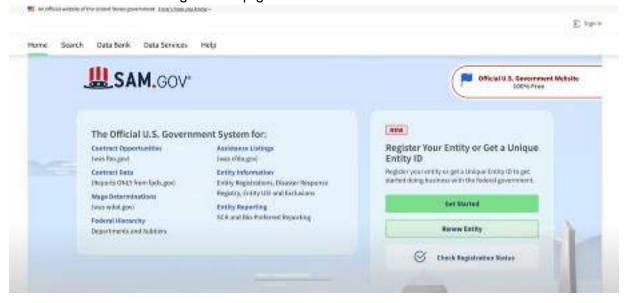


3. Choose Account Type:

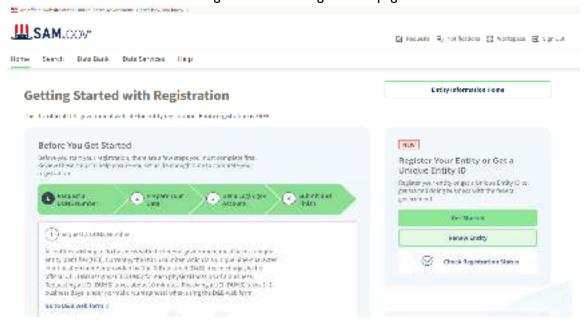
- a. Create an Individual User Account to perform tasks such as register/update your entity, create and manage exclusion records or to view FOUO level data for entity records.
- b. Create a System User Account if you need system-to-system communication or if performing data transfer from SAM to your government database system. Complete the requested information, and then click "Submit."
- 4. Click "DONE" on the confirmation page. You will receive an email confirming you have created a user account in SAM.
- 5. Click the validation link in the email that contains the activation code within 48 hours to activate your user account. If the email link is not hyperlinked (i.e., underlined or appearing in a different color), please copy the validation link and paste it into the browser address bar. You can now register an entity.

NOTE: Creating a user account does not create a registration in SAM, nor will it update/renew an existing registration in SAM.

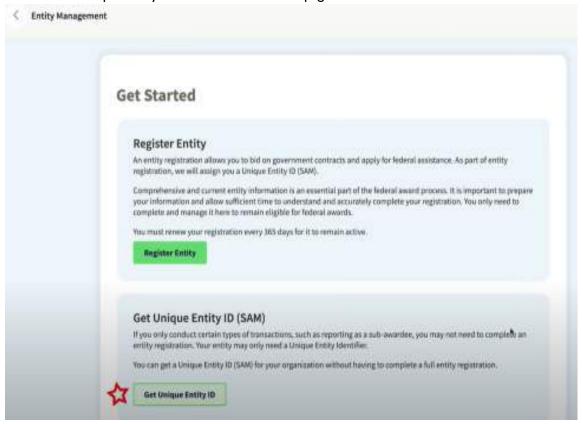
2. Once you have registered as a user, you can get a Unique Entity ID by selecting the "Get Started" button on the SAM.gov home page.



3. Select "Get Started" on the Getting Started with Registration page.



4. Select "Get Unique Entity ID" on the Get Started page.



5. Enter Entity Information.



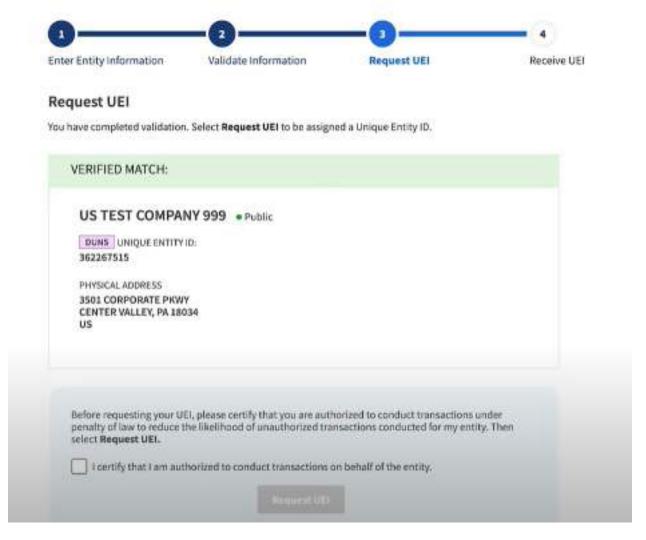
- a. If you previously had a DUN Number, make sure your Legal Business Name and Physical Address are accurate and match the Entity Information, down to capitalization and punctuation, used for DUNS registration.
- 6. When you are ready, select "Next"
- 7. Confirm your company's information.



a. On this page you will have the option to restrict the public search of this information. "Allow the selected record to be a public display record." If you uncheck this box, only you and the federal government users will be able to search and view the entity information and entities like DAI will not be able to independently verify that you have a Unique Entity Identifier (SAM).



- 8. When you are ready, select "Next."
- Once validation is completed, select "Request UEI" to be assigned a Unique Entity ID (SAM).
 Before requesting your UEI (SAM), you must certify that you are authorized to conduct
 transactions under penalty of law to reduce the likelihood of unauthorized transactions
 conducted for the entity.



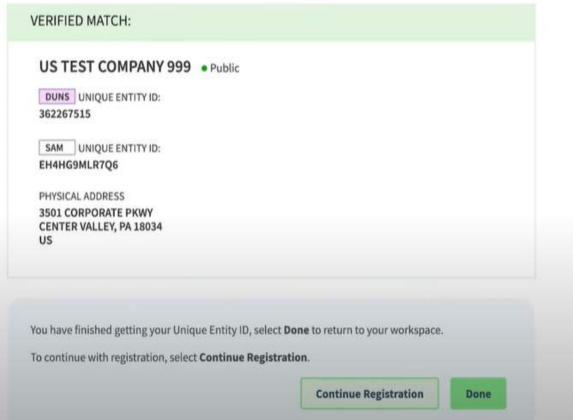
10. The Unique Entity ID will be shown on the next page. SAM.gov will send an email confirmation with your Unique Entity ID.



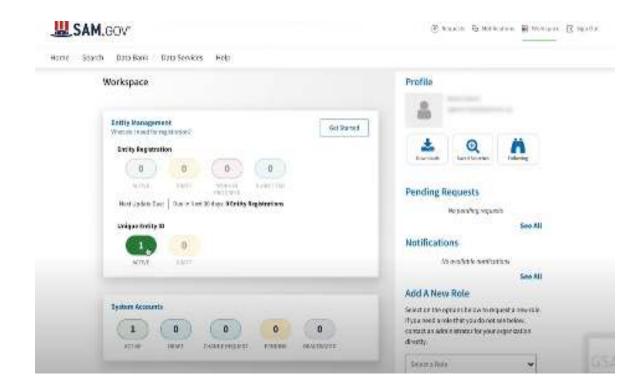
Receive UEI

Congratulations! You have been assigned the following Unique Entity ID.

EH4HG9MLR7Q6



II. If you need to view the Unique Entity ID from SAM in the future or update the organization's information, sign into SAM.gov and go to "Entity Management" widget.



Attachment E: Self Certification for Exemption from Unique Entity ID (SAM)

Self-Certification for Exemption from Unique Entity ID (SAM) For Subcontractors and Vendors

Legal Business Name:	
Physical Address:	
Physical City:	
Physical Foreign Province (if applicable):	
Physical Country:	
Signature of Certifier	
Full Name of Certifier (Last Name, First/Middle Names):	
Title of Certifier:	
Date of Certification (mm/dd/yyyy):	

The sub-contractor/vendor whose legal business name is provided herein, certifies that we are an organization exempt from obtaining a Unique Entity ID (SAM), as the gross income received from all sources in the previous tax year is under USD \$300,000.

*By submitting this certification, the certifier attests to the accuracy of the representations and certifications contained herein. The certifier understands that s/he and/or the sub-contractor/vendor may be subject to penalties, if s/he misrepresents the sub-contractor/vendor in any of the representations or certifications to the Prime Contractor and/or the US Government.

The sub-contractor/vendor agrees to allow the Prime Contractor and/or the US Government to verify the company name, physical address, or other information provided herein. Certification validity is for one year from the date of certification.

Attachment F: Representations and Certifications of Compliance

- I. <u>Federal Excluded Parties List</u> The Bidder Select is not presently debarred, suspended, or determined ineligible for an award of a contract by any Federal agency.
- 2. Executive Compensation Certification- FAR 52.204-10 requires DAI, as prime contractor of U.S. federal government contracts, to report compensation levels of the five most highly compensated subcontractor executives to the Federal Funding Accountability and Transparency Act Sub-Award Report System (FSRS)
- 3. Executive Order on Terrorism Financing- The Contractor is reminded that U.S. Executive Orders and U.S. law prohibits transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of the Contractor/Recipient to ensure compliance with these Executive Orders and laws. Recipients may not engage with, or provide resources or support to, individuals and organizations associated with terrorism. No support or resources may be provided to individuals or entities that appear on the Specially Designated Nationals and Blocked persons List maintained by the US Treasury (online at www.SAM.gov) or the United Nations Security Designation List (online at: http://www.un.org/sc/committees/1267/aq_sanctions_list.shtml). This provision must be included in all subcontracts/sub awards issued under this Contract.
- 4. <u>Trafficking of Persons</u> The Contractor may not traffic in persons (as defined in the Protocol to Prevent, Suppress, and Punish Trafficking of persons, especially Women and Children, supplementing the UN Convention against Transnational Organized Crime), procure commercial sex, and use forced labor during the period of this award.
- 5. <u>Certification and Disclosure Regarding Payment to Influence Certain Federal Transactions</u> The Bidder certifies that it currently is and will remain in compliance with FAR 52.203-11, <u>Certification and Disclosure Regarding Payment to Influence Certain Federal Transactions</u>.
- 6. Organizational Conflict of Interest The Bidder certifies that will comply FAR Part 9.5, Organizational Conflict of Interest. The Bidder certifies that is not aware of any information bearing on the existence of any potential organizational conflict of interest. The Bidder further certifies that if the Bidder becomes aware of information bearing on whether a potential conflict may exist, that Bidder shall immediately provide DAII with a disclosure statement describing this information.
- 7. <u>Prohibition of Segregated Facilities</u> The Bidder certifies that it is compliant with FAR 52.222-21, Prohibition of Segregated Facilities.
- 8. Equal Opportunity The Bidder certifies that it does not discriminate against any employee or applicant for employment because of age, sex, religion, handicap, race, creed, color or national origin.
- 9. <u>Labor Laws</u> The Bidder certifies that it is in compliance with all labor laws.
- 10. Federal Acquisition Regulation (FAR) The Bidder certifies that it is familiar with the Federal Acquisition Regulation (FAR) and is in not in violation of any certifications required in the applicable clauses of the FAR, including but not limited to certifications regarding lobbying,

kickbacks, equal employment opportunity, affirmation action, and payments to influence Federal transactions.

11. <u>Employee Compliance</u> – The Bidder warrants that it will require all employees, entities and individuals providing services in connection with the performance of an DAI Purchase Order to comply with the provisions of the resulting Purchase Order and with all Federal, State, and local laws and regulations in connection with the work associated therein.

By submitting a proposal, offerors agree to fully comply with the terms and conditions above and all applicable U.S. federal government clauses included herein and will be asked to sign these Representations and Certifications upon award.

Attachment G: Past Performance Form

Include projects that best illustrate your work experience relevant to this RFP, sorted by decreasing order of completion date.

Projects should have been undertaken in the past three years. Projects undertaken in the past six years may be taken into consideration at the discretion of the evaluation committee.

#	Project Title	Description of Activities	Location Province/ District	Client Name/Tel No / Email	Cost in US\$	Start- End Dates	Completed on schedule. (Yes/No)	Completion Letter Received? (Yes/No)	Type of Agreement, Subcontract, Grant, PO (fixed price, cost reimbursable)
I									
2									
3									
4									
5									

List of Optional Attachments

Attachment H: Branding Strategy and Marking Plan

Note: This is not required as part of the proposal. It is included as information for the Offeror. Upon subcontract award, this will be the first deliverable due.

Name of Implementing	g Partner:	
Name and Title of Par	tner's Agent:	
Name and Title of DA	N Project Manager:	
grantees) and DAI Pr Branding Strategy and	oject Managers with a summary Marking Plan (BSMP). This form ne agent of the implementing part	de implementing partners (subcontractors and of marking requirements found in the activity's must be completed by the DAI Project Manager ner. Once completed, the Project Manager must
Subproject Activities:		
		ne completed including the project location. For urchased? What events will take place?
implementing		t will take place as part of this Sub project. The nsuring the Marking noted in the table below is tes provided.
Mark "X"	Activity/Documents	Required Marking
Activities		

Marking Plan

Sub Project Number and Name:__

Mark "X"	Activity/Documents	Required Marking
Documents	s	
	Reports	
	Certificates (training or other)	
	Invitations	
	Other (please describe)	

Co- Branding and Co-Marking:

DAI logo must not appear on any USAID funded programmatic material.

Requests for Exceptions or Waivers of Marking Requirements – If you do not feel it is possible to mark one or more of the items or events listed above, please describe below (I) what marking you want to be exempt from (2) how the activity or item meets the requirement for an exception or waiver.

Include full detailed	d justification here:	

Attachment I: Proposal Checklist

Offero	r:
Have y	rou?
☐ Genera	Submitted your proposal to DAI in the mailing address (electronic or mailing) as specified in al Instructions (Synopsis Table) above?
Does y	our proposal include the following?
	Signed Cover Letter (use template in Attachment B)
	Separate Technical and Cost proposals individually sealed and labeled as Volume I and Volume II respectfully.
	Proposal of the Product or Service that meets the technical requirements as per Attachment A
	Response to each of the evaluation criteria of the proposal
	Documents use to determine Responsibility (Section 5.2 Responsibility Determination)
☐ Entity I	Evidence of a Unique Entity ID (SAM) Number OR Self Certification for Exemption from Unique ID (SAM) Requirement
	Past Performance (use template in Attachment F)
	VAT Registration, Business Registration, and the latest tax clearance document.

Interim Rule

On June 2, 2023, the US Government issued an interim rule prohibiting contractors from having or using TikTok and other covered applications. Specifically, the ban applies to "the social networking service TikTok or any successor application or service developed or provided by Byte Dance Limited, or an entity owned by ByteDance Limited." Effective Date of the Rule: The rule took effect immediately on June 2, 2023. Covered Devices: The ban applies to all devices used in the performance of a federal contract, regardless of whether a device is owned by the government, the contractor, or the contractor's employees. The ban includes federal contractor employees' devices used as part of an employer's bring-your-own-device("BYOD") program but does not include (I) personally owned devices that are not used in the performance of the federal contract, or (2) equipment that is incidental to a contract.

The interim rule applies to acquisitions at or below the Simplified Acquisition Threshold, and acquisitions for commercial products and services, including Commercially Available Off-the-Shelf ("COTS") items.

TikTok must not be installed on any laptop, phone, or tablet that was purchased using US Government direct or indirect funding. If you have TikTok installed on a DAI-provided device, you must uninstall it immediately. If you use a personal device (phone, laptop, tablet) (i.e., one you paid for yourself) for any DAI US Government work, you must uninstall TikTok immediately and you may not download the TikTok application on your personal device(s) used for US Government work.