



Issue Date: October 30, 2023
Closing Date for Questions: November 6, 2023
Post Solicitation Conference: November 8, 2023
Closing Date for Receipt of Proposals: December 4, 2023

SUBJECT: Request for Proposals (RFP) No. 72052724R00001, USAID/Peru - Strategic Messaging to Reduce Xenophobia Campaign

Dear Prospective Offerors:

The Government of the United States (the “Government”) through its Agency for International Development/Peru (“USAID/Peru”) is seeking proposals from qualified Local Entities specialized in “communication for social change” to provide the services described in section C.

This procurement will follow FAR 15 procedures. USAID intends to make an award without discussions to the Highest Technically Rated Offeror with a Reasonable Price. Eligibility is restricted to Local Entities pursuant to ADS 302.3.4.5 (f). Only entities with an active SAM registration may respond to this request for proposals.

USAID anticipates awarding a firm-fixed-price (FFP) type contract with a period of performance of 18 months and a total cost of approximately US \$2,250,000.00.

Offerors must pay close attention to sections L and M. Sections B through J of the solicitation will become a substantive part of the anticipated Contract.

The issuance of this RFP in no way obligates USAID to award a contract nor does it commit USAID to pay any cost incurred in the preparation and submission of a proposal.

Thank you for your consideration of this USAID initiative.
Sincerely,

Regional Contracting Officer/USAID/Peru

U.S. Agency for International Development
USAID/Peru, Regional Office of Acquisition and Assistance (ROAA)
La Encalada Avenue, cuadra 17
Monterrico – Surco
Lima 33, Peru

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SECTION A - THE SCHEDULE

SOLICITATION/CONTRACT FORM (SF-33)

[END OF SECTION A]

SECTION B - SUPPLIES OR SERVICES AND PRICES OR COSTS

B.1 PURPOSE

The purpose of the Contract is to combat disinformation and misinformation and promote positive narratives about migrants and their contribution to Peruvian society and economy.

B.2 CONTRACT TYPE

This Contract is a Fixed-Firm-Price (FFP) completion-type contract. The Contractor will provide the performance objectives and deliverables/outputs in the form of a Performance Work Statement (PWS) and a Quality Assurance Plan as described in Section C, D, and F.

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

- (a) The estimated cost for the performance of the work required hereunder, exclusive of fixed fee, if any, is \$[TBD]. The fixed fee for the contract period, if any, is \$[TBD]. The total estimated cost-plus fixed fee, if any, is \$[TBD]. USAID will not pay the Contractor any sum in excess of the total estimated cost.
- (b) Within the amounts in paragraph (a) above, the amount currently obligated and available for reimbursement of allowable costs incurred by the Contractor (and payment of fee, if any) for performance hereunder is \$[TBD].
- (c) Funds obligated hereunder are anticipated to be sufficient through the end of the Contract.
- (d) The Contractor must not exceed the obligated amount unless authorized by the Contracting Officer pursuant to the clause of this contract entitled "Limitation of Funds" (FAR 52.232-22).

B.4 CONTRACT BUDGET

The Contract budget structure is broken down as follows:

| Item No | Supplies/Services (Description) | Quantity | Unit | Unit Price | Amount |
|------------|---------------------------------|----------|------|------------|--------|
| Total Cost | | | | TBD | TBD |

| | | |
|--------------------------------------|------------|------------|
| Fixed Fee | TBD | TBD |
| Total Estimated Cost + Fee(s) | TBD | TBD |

B.5 ALLOWABLE COSTS

Allowable costs will be limited to reasonable, allocable, and necessary costs determined in accordance with FAR 52.216-7 - Allowable Cost and Payment

B.6 FIXED FEE

- (a) The Government shall pay the Contractor for performing this Contract the fixed fee specified in the Schedule.
- (b) Payment of the fixed fee shall be made as specified in the Schedule; provided that the Contracting Officer withholds a reserve not to exceed 15 percent of the total fixed fee or \$100,000, whichever is less, to protect the Government's interest.

B.7 INDIRECT COSTS

In accordance with FAR 52.216.15, the allowable indirect costs under the Contract shall be obtained by applying predetermined indirect cost rates to bases agreed upon by the parties.

The proposed rates shall be based on the Contractor's actual cost experience.

The appropriate Government representative and the Contractor shall establish the final indirect cost rates as promptly as practical after receipt of the Contractor's proposal.

Allowability of costs and acceptability of cost allocation methods shall be determined in accordance with FAR subpart 31.3 in effect on the date of the Contract.

Predetermined rate agreements in effect on the date of the Contract shall be incorporated into the contract Schedule.

[END OF SECTION B]

SECTION C - DESCRIPTION / OBJECTIVES / SPECIFICATIONS

C.1 STATEMENT OF OBJECTIVES (SOO)

Statements of Objectives are different from Program Descriptions and Scopes of Work in that they focus on attainment of high level objectives and achievements being pursued by the Government. They do not tell Offerors “how to” achieve those objectives, rather they provide the flexibility to be creative and innovative in their approach(es) to achieving the Government objectives.

C.2 TITLE OF ACTIVITY

Strategic Messaging to Reduce Xenophobia Campaign.

C.3 PURPOSE

The purpose of this activity is to combat disinformation and misinformation and promote positive narratives about migrants and their contribution to Peruvian society and economy.

C.4 GENERAL BACKGROUND AND COUNTRY CONTEXT

There are more than 1.5 million Venezuelan migrants residing in Peru, representing one of the largest displacement crises in the world today. Xenophobia in Peru against migrants is on the rise due to recent changes in the political and economic environment, increased competition over limited resources (including food, jobs, and social services), and public frustration with the prolonged nature of the crisis.

These factors have created tension and conflict between host communities and Venezuelan migrants. Venezuelans are increasingly reporting discrimination, loss of employment, rampant school bullying, sexual harassment and abuse. This rising xenophobia, discrimination and abuse is further fueled by prevalent negative media coverage of Venezuelans, which often attributes violent crimes and other societal problems to migrants. Mitigating tensions between local populations and Venezuelan migrants is essential to their sustainable integration, as well as their equitable access to employment, social services, and other resources.

USAID/Peru through the service contract resulting from this procurement is hoping to foster a national conversation about xenophobia through creative strategies based on “communication for development and social change” methodologies to reduce xenophobia and discrimination in their most violent forms, counter pervasive anti-migrant messaging, and promote alternative- positive

narratives based on shared values, interests and histories, as well as the contribution of migrants to Peruvian economy and society.

C.5 PROGRAMMATIC OBJECTIVES

Using communication strategies, USAID is aimed at to achieving the following objectives:

- **Objective 1:** Assess the depth and breadth of dis/misinformation and its impact on migrants.
- **Objective 2:** Reduce dis/misinformation and negative stereotypes.
- **Objective 3:** Change public perceptions of migrants and highlight their positive contributions to Peruvian economy and society.
- **Objective 4:** Combat xenophobia by reducing discriminatory attitudes in host communities.
- **Objective 5:** Raise awareness and promote social cohesion of migrants and local populations.

C.6 RESULTS

- Increase in the holistic understanding of the depth and breadth of dis/misinformation and its impact on Venezuelan migrants in Peru.
- Increase public understanding on the elements of Peruvian identity, including shared values, shared interests, and shared history, promotable to reduce xenophobic attitudes.
- Expand the quantity and quality of positive messages about Venezuelan migrants circulating on the most accessed/visited/watched Peruvian social media, television channels, talk shows, and other relevant media outlets.
- Increase in the access to factual information about migrants leading to more informed public narratives.
- Increase in positive perception of Venezuelan migrants based on their valuable contributions to Peruvian economy and society and shared values.
- Increase in positive attitudes and behaviors in host communities toward Venezuelan migrants, fostering empathy and favorable interaction between both communities.
- Increase and strengthen social cohesion, fostering dialogue, sense of belonging, and local engagement between Venezuelan migrants and host communities.

| | |
|--------------------------------|----------------|
| PROGRAMMATIC OBJECTIVES | RESULTS |
|--------------------------------|----------------|

| | |
|---|--|
| <p>Objective 1: Assess the depth and breadth of dis/misinformation and its impact on migrants.</p> | <p>1. Increase in the holistic understanding of the depth and breadth of dis/misinformation and its impact on Venezuelan migrants in Peru. 2. Increase public understanding on the elements of Peruvian identity, including shared values, shared interests, and shared history, promotable to reduce xenophobic attitudes.</p> |
| <p>Objective 2: Reduce dis/misinformation and negative stereotypes.</p> | <p>1. Expand the quantity and quality of positive messages about Venezuelan migrants circulating on the most accessed/visited/watched Peruvian social media, television channels, talk shows, and other relevant media outlets. 2. Increase in the access to factual information about migrants leading to more informed public narratives.</p> |
| <p>Objective 3: Change public perceptions of migrants and highlight their positive contributions to Peruvian economy and society.</p> | <p>1. Increase in positive perception of Venezuelan migrants based on their valuable contributions to Peruvian economy and society and shared values.</p> |
| <p>Objective 4: Combat xenophobia by reducing discriminatory and xenophobic attitudes in host communities.</p> | <p>1. Increase in positive attitudes and behaviors in host communities toward Venezuelan migrants, fostering empathy and favorable interaction between both communities.</p> |
| <p>Objective 5: Raise awareness and promote social cohesion of migrants and local populations.</p> | <p>1. Increase and strengthen social cohesion, fostering dialogue, sense of belonging, and local engagement between Venezuelan migrants and host communities.</p> |

C.7 KEY CONSIDERATIONS

The following elements are considered essential for achieving the objectives and results outlined above. USAID is open to other ideas about the qualifications and types of professionals that could best accomplish the objectives of this Contract.

Personnel:

A specialist in communication for development, a specialist in public/media relations, a community liaison coordinator and a monitoring and evaluation advisor.

Profile of the Implementing firm:

- Expert understanding and proven knowledge of conceptualizing, designing, planning, and implementing communications/public relations multimedia campaigns, which could include

a balanced mix of traditional (television, radio, public service announcements, newspaper articles, opinion articles, print advertisements/supplements, outdoor advertising) and digital (mobile phone messages, google ads, social media content - Facebook, Instagram and/or X accounts) media. This should include the advertisement placement/media buying across all media platforms. And any and all negotiations with media platform owners that are required to maximize the impact of the advertisement budget assigned to the campaign. Other media and communications activities for fostering greater awareness and a more positive perception of Venezuelan migrants in Peru, which may include talk show appearances, interviews, youth engagement events, entrepreneurships and/or accredited professionals relating their stories through a variety of forums.

- Close working relations/experience with market research firms to conduct quantitative (e.g., surveys) and qualitative studies (e.g., focus groups/in-depth interviews) for different stages of the campaign: at the beginning to know the starting point related to the perceptions about xenophobia in the main audience and to evaluate how the campaign proposal is received by the primary and secondary audiences.
- Verifiable track record in planning and implementing public relations events.
- Strong relationships with leading media outlets to generate media attention and ensure messages against xenophobia are disseminated appropriately and broadly.
- Relationships with private sector companies which may be interested in supporting the campaign, contacts with social influencers who can be key to reinforcing messages against xenophobia.
- Proven experience in developing similar campaigns from conception to implementation.
- Strong bilingual capacity to conduct campaigns in the local language but report to USAID in English.

Illustrative Activities:

Below are some examples of activities that may be carried out to achieve the objectives of this Contract. These are just examples, and Offerors are expected to present a PWS with specific interventions.

- Analysis on the elements of Peruvian values and identity which are promotable against xenophobia, highlighting shared values, shared interests, and shared history.
- Strategic communications campaign, to include validated-resonate messages, audience, and key geographies.
- Multimedia production and implementation that includes: the production of audiovisual and graphic pieces, dissemination channels that will be used, both online and in traditional media, budget for the dissemination of the campaign and exposure time.

- Collaborative alliances with traditional, social and alternative media, and the public and private sectors to carry out communications campaigns aimed at increasing access to factual information about migrants .
- Social cohesion events and engagement opportunities in selected areas aimed at promoting and raising awareness, empathy, and positive interactions to reduce xenophobia.

[END OF SECTION C]

SECTION D - BRANDING AND MARKING

D.1 BRANDING AND MARKING

The Contractor must comply with the requirements of the policy directives and required procedures outlined in USAID Automated Directive System (ADS) 320.3.2 “Branding and Marking” and USAID "Standard Graphic Manual" available at <http://www.usaid.gov/branding>, or any successor branding policy.

D.2 AIDAR 752.7009 – MARKING (JAN 1993)

- (a) It is USAID policy that USAID-financed commodities and shipping containers, and project construction sites and other project locations be suitably marked with the USAID emblem. Shipping containers are also to be marked with the last five digits of the USAID financing document number. As a general rule, marking is not required for raw materials shipped in bulk (such as coal, grain, etc.), or for semi-finished products which are not packaged.
- (b) Specific guidance on marking requirements must be obtained prior to procurement of commodities to be shipped, and as early as possible for project construction sites and other project locations. This guidance will be provided through the cognizant technical office indicated on the cover page of this Contract, or by the Mission Director in the Cooperating Country to which commodities are being shipped, or in which the project site is located.
- (c) Authority to waive marking requirements is vested with the Regional Assistant Administrators, and with Mission Directors.
- (d) A copy of any specific marking instructions or waivers from marking requirements are to be sent to the Contracting Officer; the original must be retained by the Contractor.

D.3 2 C.F.R. § 700.16(h) - MARKING EXCEPTIONS

Pursuant to 2 C.F.R. § 700.16(h)(2) and ADS 320.2.c, the Contracting Officer has the authority to approve – in consultation with the Mission Director, Technical Office and Resident Legal Officer – exceptions to the USAID marking requirements.

[END OF SECTION D]

SECTION E - INSPECTION AND ACCEPTANCE

E.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this Contract. Full text of the FAR clauses is available at <https://www.acquisition.gov/far>.

FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)

| NUMBER | TITLE |
|--------------|---|
| FAR 52.246-4 | INSPECTION OF SERVICES-FIXED PRICE |
| FAR 52.246-5 | INSPECTION OF SERVICES-COST-REIMBURSEMENT |

E.2 INSPECTION AND ACCEPTANCE

USAID inspection and acceptance of services, reports and other required deliverables or outputs shall take place at principal place of performance or at any other location where the services are performed and reports and deliverables or outputs are produced or submitted. The designated Contracting Officer's Representative (COR) listed in Section G has been delegated authority to inspect and accept all services, reports and required deliverables or outputs.

E.3 PERFORMANCE WORK STATEMENT

A performance work statement (PWS) shall be prepared in accordance with FAR 37.600 and submitted as a response to this RFP. See SECTION L for further guidance on the content of the PWS.

E.4 QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)/MONITORING AND EVALUATION PLAN

The proposed QASP must outline what actions **USAID (not the Offeror)** will take to conduct quality assurance, specifically, the proposed QASP will indicate what aspects of the PWS should be monitored, how those aspects should be monitored, and how often monitoring should occur by USAID to ensure quality standards are met. Offerors are encouraged to review FAR Subpart 46.4. The QASP will be used as a Government monitoring process to enforce the inspection and acceptance clauses of the Contract.

The progress, success, and impact of the Contractor's performance under this Contract will be monitored and evaluated as a part of the overall activity results. The QASP is the Government's management tool designed to encourage maximum performance, efficiencies, and cost

effectiveness by the Contractor and can be modified at any time by the Government. The QASP will be used as a Government document to enforce the inspection and acceptance clauses of the Contract and to monitor overall performance. This is intended to be a “living” document that will be reviewed and updated on an annual basis. It is based on the premise that the Contractor, not the Government, is responsible for managing and ensuring that quality controls meet the terms of the Contract. The Government reserves the right to modify performance standards and/or metrics during the life of this Contract, to ensure that the right outcomes are being assessed and that the performance standards are appropriate. The COR will use the QASP to measure how well the performance standards are being met, implemented, and updated. A variety of mechanisms may be used to monitor the progress/success of the activity and the Contractor’s performance:

- a. Meetings during Contract implementation
- b. Monthly progress review meetings
- c. Review of Contractor’s scheduled reports
- d. Feedback from stakeholders
- e. Site visits by USAID personnel
- f. Quarterly reviews of work plan with performance milestones
- g. Periodic impact evaluations.

[END OF SECTION E]

SECTION F - DELIVERIES OR PERFORMANCE

F.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

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

FAR: <http://www.acquisition.gov>

AIDAR: <http://www.usaid.gov/policy/ads/300/aidar.pdf>

FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)

| NUMBER | TITLE | DATE |
|---------------|-----------------------------|-------------|
| 52.242-15 | STOP-WORK ORDER | AUG 1989 |
| 52.242-15 | STOP-WORK ORDER ALTERNATE I | APR 1984 |
| 52.242-17 | GOVERNMENT DELAY OF WORK | APR 1984 |

F.2 PERIOD OF PERFORMANCE

The estimated period of performance is eighteen (18) months from the date of Contract award.

F.3 PLACE OF PERFORMANCE

The place of performance under this Contract is the Republic of Peru.

F.4 DELIVERABLES

In addition to other required reports and deliverables in this Contract, the Contractor shall deliver the following:

[To be negotiated with the successful Offeror.]

F.5 PERFORMANCE STANDARDS

Evaluation of the Contractor's overall performance in accordance with the performance standards set forth in Section E, will be conducted jointly by the COR and the Contracting Officer, and shall form the basis of the Contractor's permanent performance record with regard to this Contract.

F.6 REPORTS AND DELIVERABLE OR OUTPUTS

In addition to the requirements set forth for submission of reports in Sections I and J and in the AIDAR clause 752.242-70, Periodic Progress Reports, the Contractor shall submit the following deliverables or outputs to the COR specified in Section G:

1. The Contractor will submit detailed annual work plans to the COR on an annual basis, with the first year work plan to be submitted within 30 days of the award. The Annual Work Plan (AWP) should provide detailed interventions/activities and implementation plans and schedules.
2. The Contractor will perform and provide the COR with a gender analysis to determine the extent to which all genders participate and benefit.
3. The Contractor shall submit a final version of a Quality Assurance Surveillance Plan (QASP) within 60 calendar days from contract award describing how the Contractor will monitor itself to ensure that service or quality levels are achieved. The plans must specify all work requiring surveillance and the method of surveillance. The QASP also serves as the Monitoring, Evaluation and Learning Plan and must therefore clearly describe expected and indicators for tracking achievement.
4. The Contractor will provide a program closeout plan for all activities associated with this project to the COR no less than 120 days before the Contract completion date.

F.7 PROGRESS REPORTING

The Contractor shall submit the reports detailed below:

- Indicators: The following indicators shall be reported on as part of the Operational Plan on a quarterly basis.

[To be determined -Indicators will be proposed by the Offeror.]

- Biweekly Status Report: Biweekly reports (biweeklies) are intended to be concise reports that summarize project progress against tasks, indicators and benchmarks, and identify implementation issues that may inhibit or enhance Contractor performance. These reports may also provide insights into development problems, suggestions on possible future interventions and general observations with respect to the overall development context of the region. From time to time, USAID may request the Contractor to add sections to the biweekly reports highlighting certain activities, reflecting high profile concerns of the Government or recording significant or substantial investments of the Government to

respond to information needs on the part of a variety of stakeholders. These requests will be made by the COR.

- Quarterly Reports: The Contractor shall prepare detailed quarterly reports with concise information on project progress relative to expected results and outcomes on a quarterly basis as outlined in annual work plans. These reports should summarize project progress against tasks and benchmarks, including tasks assigned through technical directives and identify implementation issues that may inhibit or enhance contractor performance. In each quarterly report the Contractor shall include SUCCESS STORIES which provide information that demonstrates the impact that the activity/program has had during the reporting period through materials such as stories, quotes and photos.

Quarterly reporting shall begin after the end of the first quarter from the Contract award. The quarterly report is due on the last day of the month following the end of each quarter.

- Quarterly Financial Reports: A quarterly financial report is due to the Office of Financial Management (OFM) of USAID/Peru through the COR with respect to the same reporting calendar as that for quarterly programmatic reports outlined above. This report shall provide a comprehensive accounting of how project funds were expended during the quarter, incurred costs to date and provide expected and unexpected expenditures through the anticipated end date of project.
- Final Project Report: The Contractor will produce a final project report with detailed and concise information describing accomplishments and results as well as a detailed description of the development context before and after the intervention. This report will be based on project indicators, tasks assigned in the Contract or by technical directive through the life of project and project benchmarks. The report will address, in a unique section, lessons learned, best practices and an analysis of further development issues to be addressed in the geographic work zone, including ways forward with particular reference to project elements unattainable or challenging and how these challenges could be overcome in future interventions. This final project report will be submitted to the COR not more than 90 days after the Contract completion date. The final report must also provide a summary of financial expenditures and remaining balance, if any, under the Contract.

F.8 KEY PERSONNEL

- A. The Key Personnel which the Contractor shall furnish for the performance of this Contract are as follows:

[To be specified by the Offeror and incorporated into the Contract at time of award]

- B. The personnel specified above are considered to be essential to the work being performed hereunder. Prior to replacing any of the specified individuals, the Contractor shall immediately notify both the Contracting Officer and USAID Cognizant Technical Officer reasonably in advance and shall submit written justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the program. No replacement of personnel shall be made by the Contractor without the written consent of the Contracting Officer.

[END OF SECTION F]

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 ADMINISTRATIVE CONTRACTING OFFICE:

The Administrative Contracting Office is:

Regional Office of Acquisition & Assistance (ROAA)
USAID/Peru
La Encalada Cdra. 17, Santiago de Surco,
Lima, Peru 15023

G.2 CONTRACTING OFFICER & AUTHORITY

The Contracting Officer (CO) is the only person authorized to make or approve any changes in the requirements of this Contract and notwithstanding any provisions contained elsewhere in this Contract, the said authority remains solely in the Contracting Officer. In the event the Contractor makes any changes at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the Contract terms and conditions, including price and fee.

All questions concerning the administration of this Contract will be sent to the Contracting Officer. It is the responsibility of the Contractor to inform the Contracting Officer of requests that affect any and all sections of this Contract.

The CO for this Contract is Mr. Andre-Guy Soh, asoh@usaid.gov.

G.3 CONTRACTING OFFICER REPRESENTATIVE (COR)

[To be determined at award]

G.4 PAYMENT OFFICE

The paying office for this Contract is: USAID/Peru

Regional Financial Management Office
USAID/Peru
La Encalada Cdra. 17, Santiago de Surco
Lima, Peru 15023

G.5 INVOICES

The Recipient may make payment requests using Standard Form (SF) 1034, Public Voucher for Purchases and Services other than Personal. Copies of the SF-1034 may be obtained from USAID web site at: <http://www.usaid.gov/forms>. The Recipient shall provide bank information on SF-1034 in order to receive payments. The SF-1034 must be signed, and it must be submitted along with the invoices and any other documentation in PDF format via email to: youperulima@usaid.gov.

G.6 ACCOUNTING AND APPROPRIATION DATA

[To be determined at award]

G.7 TECHNICAL DIRECTION/RELATIONSHIP WITH USAID.

(a) Technical Directions is defined to include:

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

(b) The Contracting Officer, by separate designation letter, authorizes the Contracting Officer's Representative (COR) to take any or all action with respect to the following which could lawfully be taken by the Contracting Officer, except any action specifically prohibited by the terms of the Contract:

- Assure that the Contractor performs the technical requirements of the Contract in accordance with the Contract terms, conditions, and specifications.
- Perform or cause to be performed, inspections necessary in connection with (a) above and require the Contractor to correct all deficiencies; perform acceptance for the Government.
- Maintain all liaison and direct communications with the Contractor. Written communications with the Contractor and documents will be signed as "Contracting Officer's Representative" with a copy furnished to the Contracting Officer.
- Issue written interpretations of technical requirements of Government drawings, designs, and specifications.

- Monitor the Contractor's production or performance progress and notify the Contractor in writing of deficiencies observed during surveillance, and direct appropriate action to effect correction. Record and report to the Contracting Officer incidents of faulty or nonconforming work, delays or problems.
- Obtain necessary security clearance and appropriate identification if access to Government facilities is required. If to be provided, ensure that Government furnished property is available when required.
- Technical direction for the Contract will be provided to the COR. The COR, with assistance from appropriate USAID expertise, will be responsible for monitoring the quality and effectiveness of Contractor's performance toward achieving performance targets and contract results.

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

(c) In the separately-issued COR designation letter, the CO designates an alternate COR to act in the absence of the designated COR, in accordance with the terms of the letter.

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

(e) Failure by the Contractor to report to the Administrative Contracting Office any action by the Government considered to be a change, within the specified number of days contained in FAR

52.243-7 (Notification of Changes), waives the Contractor's right to any claims for equitable adjustments.

(f) In case of a conflict between this Contract and the COR designation letter, the Contract prevails.

[END OF SECTION G]

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 LIMITATION ON SUBCONTRACTING TO NON-LOCAL ENTITIES (May 2012)

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

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

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

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

- (1) Is legally organized under the laws of Peru;
- (2) Has as its principal place of business or operations in Peru; and
- (3) Is--
 - (A) majority owned by individuals who are citizens or lawful permanent residents of Peru; and
 - (B) managed by a governing body the majority of whom are citizens or lawful permanent residents of Peru.

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

H.2 USAID-FINANCED THIRD-PARTY WEB SITES (August 2013)

(a) Definitions:

“Third-party websites”

Sites hosted in environments external to USAID boundaries and not directly controlled by USAID policies and staff, except through the terms and conditions of a contract. Third-party Web sites include project sites.

(b) The Contractor must adhere to the following requirements when developing, launching, and maintaining a third-party Web site funded by USAID for the purpose of meeting the project implementation goals:

(1) Prior to Web site development, the Contractor must provide information as required in Section C-Statement of Work of the Contract (including a copy of the Contractor’s privacy policy) to the Contracting Officer’s Representative (COR) for USAID's Bureau for Legislative and Public Affairs (LPA) evaluation and approval. The Contractor must notify the COR of the Web site URL as far in advance of the site's launch as possible and must not launch the Web site until USAID's (LPA) approval has been provided through the COR. The Contractor must provide the COR with any changes to the privacy policy for the duration of the Contract.

(2) The Contractor must collect only the amount of information necessary to complete the specific business need as required by statute, regulation, or Executive Order.

(3) The Contractor must comply with Agency branding and marking requirements comprised of the USAID logo and brandmark with the tagline “from the American people,” located on the USAID Web site at www.usaid.gov/branding, and USAID Graphics Standards manual at <http://www.usaid.gov>.

(4) The Web site must be marked on the index page of the site and every major entry point to the Web site with a disclaimer that states:

"The information provided on this Web site is not official U.S. Government information and does not represent the views or positions of the U.S. Agency for International Development or the U.S. Government."

(5) The Web site must provide persons with disabilities access to information that is comparable to the access available to others. As such, all site content must be compliant with the requirements of the Section 508 amendments to the Rehabilitation Act.

(6) The Contractor must identify and provide to the COR, in writing, the contact information for the information security point of contact. The Contractor is responsible for updating the contact information whenever there is a change in personnel assigned to this role.

(7) The Contractor must provide adequate protection from unauthorized access, alteration, disclosure, or misuse of information processed, stored, or transmitted on the Web sites. To minimize security risks and ensure the integrity and availability of information, the Contractor must use sound: system/software management; engineering and development; and secure-coding practices consistent with USAID standards and information security best practices. Rigorous security safeguards, including but not limited to, virus protection; network intrusion detection and prevention programs; and vulnerability management systems must be implemented and critical security issues must be resolved as quickly as possible or within 30 days. Contact the USAID Chief Information Security Officer (CISO) at ISSO@usaid.gov for specific standards and guidance.

(8) The Contractor must conduct periodic vulnerability scans, mitigate all security risks identified during such scans, and report subsequent remediation actions to CISO at ISSO@usaid.gov and COR within 30 workdays from the date vulnerabilities are identified. The report must include disclosure of the tools used to conduct the scans. Alternatively, the Contractor may authorize USAID CISO at ISSO@usaid.gov to conduct periodic vulnerability scans via its Web-scanning program. The sole purpose of USAID scanning will be to minimize security risks. The Contractor will be responsible for taking the necessary remediation action and reporting to USAID as specified above.

(c) For general information, agency graphics, metadata, privacy policy, and Section 508 compliance requirements, refer to <http://www.usaid.gov>

H.3 SUBMISSION OF DATASETS TO THE DEVELOPMENT DATA LIBRARY (DDL)

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

(1) “Dataset” is an organized collection of structured data, including data contained in spreadsheets, whether presented in tabular or non-tabular form. For example, a Dataset may represent a single spreadsheet, an extensible mark-up language (XML) file, a geospatial data file, or an organized collection of these. This requirement does not apply to aggregated performance reporting data that the Contractor submits directly to a USAID portfolio management system or to unstructured data, such as email messages, PDF files, PowerPoint presentations, word processing documents, photos and graphic images, audio files, collaboration software, and instant messages. Neither does the requirement apply to the Contractor’s information that is incidental to award administration, such as financial, administrative, cost or pricing, or management information. Datasets submitted to the DDL will generally be those generated with USAID resources and created in support of Intellectual Work that is uploaded to the Development Experience Clearinghouse (DEC) (see AIDAR 752.7005 “Submission Requirements for Development Experience Documents”).

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

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

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

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

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

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

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

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

H.4 AUTHORIZED GEOGRAPHIC CODE

The authorized geographic code for procurement of goods and services under this Contract is 937. Geographic code 937 authorizes grantees to purchase goods and services from the United States, the recipient country or other developing countries, but excludes advanced developing countries and prohibited source countries.

H.5 NONEXPENDABLE PROPERTY PURCHASES AND INFORMATION TECHNOLOGY RESOURCES

The Contractor is hereby authorized to purchase the following equipment and/or resources:
[to be filled in at time of award]

H.6 LANGUAGE REQUIREMENTS

Contractor Key Personnel and/or consultants shall have a professional command of English.

H.7 EXECUTIVE ORDER ON TERRORISM FINANCING

The Contractor/Recipient 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. This provision must be included in all subcontracts/sub-awards issued under this Contract.

H.8 CONSENT TO SUBCONTRACTS

In accordance with Contract FAR clause 52.244-2, Subcontracts, the Contracting Officer consents to award of subcontracts as proposed in the Contractor’s proposal which resulted in the award of this Contract to the following firms for the products or services specified here:

| <u>Contractor Name</u> | <u>Services to be Performed</u> |
|------------------------|---------------------------------|
| TBD | TBD |

The Contractor must request Contracting Officer consent and submit the information required by the aforementioned clause for any subcontracts requiring consent but not listed here.

[END OF SECTION H]

SECTION I - CONTRACT CLAUSES

I.1 FAR 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 text available.

Also, the full text of a clause may be accessed electronically at this/these address(es):

FAR: <http://acquisition.gov/far/index.html>

AIDAR: http://www.usaid.gov/sites/default/files/documents/1868/aidar_0.pdf.e.

FEDERAL ACQUISITION REGULATION (FAR)

| NUMBER | TITLE | DATE |
|---------------------------|--|--------------------------|
| 52.202-1 | Definitions | (Jun 2020) |
| 52.203-5 | Covenant Against Contingent Fees | (May 2014) |
| 52.203-7 | Anti-Kickback Procedures | (Jun 2020) |
| 52.203-17 | Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights | (Jun 2020) |
| 52.204-19 | Incorporation by Reference of Representations and Certifications | (Dec 2014) |
| 52.204.23 | Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities | (Nov 2021) |
| 52.204-25 | Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment | (Nov 2021) |
| 52.222-50 | Combating Trafficking in Persons Alternate I | (Nov 2021) (Nov 2021) |
| 52.223-18 | Encouraging Contractor Policies to Ban Text Messaging While Driving | (Jun 2020) |
| 52.225-25 | Prohibition on Contracting With Entities Engaging in Certain Activities or Transactions Relating to Iran Representation and Certifications | (Jun 2020) |
| 52.232.39 | Unenforceability of Unauthorized Obligations | (Jun 2023) |
| 52.232-40 | Providing Accelerated Payments to Small Business Subcontractors | (MAR 2023) |
| 52.233-4 | Applicable Law for Breach of Contract Claim | (OCT 2004) |

52.244-6 Subcontracts for Commercial Products and Commercial
Services (SEP 2023)

[END OF SECTION I]

SECTION J - LIST OF ATTACHMENTS

Below are specific sections that solicitation design teams may want to incorporate into their solicitation.

| Attachment Number | Title | Link |
|-------------------|---|------|
| J.1 | BUDGET TEMPLATE/SAMPLE | |
| J.2 | PERFORMANCE WORK STATEMENT TEMPLATE | |
| J.3 | PAST PERFORMANCE INFORMATION SHEET | |
| J.4 | QUALITY ASSURANCE AND SURVEILLANCE PLAN | |
| J.5 | FORM SF-33 | |
| J.6. | FORM SF-33 INSTRUCTIONS | |

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

K.1 NOTICE LISTING SOLICITATION PROVISIONS INCORPORATED BY REFERENCE

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

48 CFR – VOLUME 1 – CHAPTER 1 – FEDERAL ACQUISITION REGULATION

| NUMBER | TITLE | DATE |
|---------------|---|-------------|
| 52.203-11 | CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS | (SEP 2007) |
| 52.204-17 | OWNERSHIP OR CONTROL OF OFFEROR | (AUG 2020) |
| 52.204-19 | INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS | (DEC 2014) |
| 52.204-20 | PREDECESSOR OF OFFEROR | (AUG 2020) |
| 52.209-2 | PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS – REPRESENTATION | (NOV 2015) |
| 52.222-56 | CERTIFICATION REGARDING TRAFFICKING IN PERSONS COMPLIANCE PLAN | (OCT 2020) |

K.2 52.203-18 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS - REPRESENTATION (JAN 2017)

(a) Definition. As used in this provision--

“Internal confidentiality agreement or statement”, “subcontract”, and “subcontractor”, are defined in the clause at [52.203-19](#), Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements.

(b) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions), Government agencies are not

permitted to use funds appropriated (or otherwise made available) for contracts with an entity that requires employees or subcontractors of such entity seeking to report waste, fraud, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(c) The prohibition in paragraph (b) of this provision does not contravene requirements applicable to Standard Form 312, (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(d) Representation. By submission of its offer, the Offeror represents that it will not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (e.g., agency Office of the Inspector General).

K.3 52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS. (AUG 2020)

(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 the threshold at [9.104-5\(a\)\(2\)](#) 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.

K.4 KEY INDIVIDUAL CERTIFICATION NARCOTICS OFFENSES AND DRUG TRAFFICKING

I hereby certify that within the last ten years:

1. I have not been convicted of a violation of, or a conspiracy to violate, any law or regulation of the United States or any other country concerning narcotic or psychotropic drugs or other controlled substances.
2. I am not and have not been an illicit trafficker in any such drug or controlled substance.
3. I am not and have not been a knowing assistor, abettor, conspirator, or colluder with others in the illicit trafficking in any such drug or substance.

Signature: _____

Date: _____

Name: _____

Title/Position: _____

Organization: _____

Address: _____

Date of Birth: _____

NOTICE:

1. You are required to sign this Certification under the provisions of 22 CFR Part 140, Prohibition on Assistance to Drug Traffickers. These regulations were issued by the Department of State and require that certain key individuals of organizations must sign this Certification.
2. If you make a false Certification you are subject to U.S. criminal prosecution under 18 U.S.C. 1001.

K.5 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS. (OCT 2018)

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

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

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

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

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

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

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

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

- (i) In a criminal proceeding, a conviction.
- (ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.
- (iii) In an administrative proceeding, a finding of fault and liability that results in—
 - (A) The payment of a monetary fine or penalty of \$5,000 or more; or
 - (B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.
- (iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

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

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

K.6 52.209-11 REPRESENTATION BY CORPORATIONS REGARDING DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (FEB 2016)

(a) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, the Government will not enter into a contract with any corporation that—

- (1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or
- (2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that—

- (1) It is is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have

lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and
(2) It is is not a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

K.7 CERTIFICATION REGARDING TRAFFICKING IN PERSONS COMPLIANCE PLAN (OCT 2020)

a) The term "commercially available off-the-shelf (COTS) item," is defined in the clause of this solicitation entitled "Combating Trafficking in Persons" (FAR clause [52.222-50](#)).

(b) The apparent successful Offeror shall submit, prior to award, a certification, as specified in paragraph (c) of this provision, for the portion (if any) of the Contract that-

(1) Is for supplies, other than commercially available off-the-shelf items, to be acquired outside the United States, or services to be performed outside the United States; and

(2) Has an estimated value that exceeds \$550,000.

(c) The certification shall state that-

(1) It has implemented a compliance plan to prevent any prohibited activities identified in paragraph (b) of the clause at [52.222-50](#), Combating Trafficking in Persons, and to monitor, detect, and terminate the contract with a subcontractor engaging in prohibited activities identified at paragraph (b) of the clause at [52.222-50](#), Combating Trafficking in Persons; and

(2) After having conducted due diligence, either-

(i) To the best of the Offeror's knowledge and belief, neither it nor any of its proposed agents, subcontractors, or their agents is engaged in any such activities; or

(ii) If abuses relating to any of the prohibited activities identified in [52.222-50](#)(b) have been found, the Offeror or proposed subcontractor has taken the appropriate remedial and referral actions.

K.8 52.204-24 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (NOV 2021)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at [52.204-26](#), Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at [52.212-3](#), Offeror Representations and Certifications-Commercial Products or Commercial Services. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications

equipment or services" in paragraph (c)(2) of the provision at [52.204-26](#), or in paragraph (v)(2)(ii) of the provision at [52.212-3](#).

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

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition*.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Procedures*. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(d) *Representation*. The Offeror represents that—

(1) It will, will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It does, does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) *Disclosures.* (1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

- (A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);
- (B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and
- (C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services—

- (A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or
- (B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

K.9 52.204-26 COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES-REPRESENTATION (OCT 2020)

As prescribed in [4.2105\(c\)](#), insert the following provision:

(a) *Definitions.* As used in this provision, "covered telecommunications equipment or services" and "reasonable inquiry" have the meaning provided in the clause [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(c) (1) *Representation.* The Offeror represents that it does, does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(2) After conducting a reasonable inquiry for purposes of this representation, the Offeror represents that it does, does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services.

K.10 52.229-11 TAX ON CERTAIN FOREIGN PROCUREMENTS—NOTICE AND REPRESENTATION (JUN 2020)

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

Foreign person means any person other than a United States person.

Specified Federal procurement payment means any payment made pursuant to a contract with a foreign contracting party that is for goods, manufactured or produced, or services provided in a foreign country that is not a party to an international procurement agreement with the United States. For purposes of the prior sentence, a foreign country does not include an outlying area.

United States person as defined in [26 U.S.C. 7701](#)(a)(30) means

- (1) A citizen or resident of the United States;
- (2) A domestic partnership;
- (3) A domestic corporation;
- (4) Any estate (other than a foreign estate, within the meaning of [26 U.S.C. 701](#)(a)(31)); and
- (5) Any trust if—
 - (i) A court within the United States is able to exercise primary supervision over the administration of the trust; and
 - (ii) One or more United States persons have the authority to control all substantial decisions of the trust.

(b) Unless exempted, there is a 2 percent tax of the amount of a specified Federal procurement payment on any foreign person receiving such payment. See [26 U.S.C. 5000C](#) and its implementing regulations at 26 CFR 1.5000C-1 through 1.5000C-7.

(c) Exemptions from withholding under this provision are described at 26 CFR 1.5000C-1(d)(5) through (7). The Offeror would claim an exemption from the withholding by using the Department of the Treasury Internal Revenue Service Form W-14, Certificate of Foreign Contracting Party Receiving Federal Procurement Payments, available via the internet at www.irs.gov/w14. Any exemption claimed and self-certified on the IRS Form W-14 is subject to audit by the IRS. Any disputes regarding the imposition and collection of the 26 U.S.C. 5000C tax are adjudicated by the IRS as the [26 U.S.C. 5000C](#) tax is a tax matter, not a contract issue. The IRS Form W-14 is provided to the acquiring agency rather than to the IRS.

(d) For purposes of withholding under [26 U.S.C. 5000C](#), the Offeror represents that

- (1) It is is not a foreign person; and
- (2) If the Offeror indicates "is" in paragraph (d)(1) of this provision, then the Offeror represents that—I am claiming on the IRS Form W-14 a full exemption, or partial or no exemption [Offeror shall select one] from the excise tax.

(e) If the Offeror represents it is a foreign person in paragraph (d)(1) of this provision, then—

- (1) The clause at FAR [52.229-12](#), Tax on Certain Foreign Procurements, will be included in any resulting contract; and
- (2) The Offeror shall submit with its offer the IRS Form W-14. If the IRS Form W-14 is not submitted with the offer, exemptions will not be applied to any resulting contract and the Government will withhold a full 2 percent of each payment.

(f) If the Offeror selects "is" in paragraph (d)(1) and "partial or no exemption" in paragraph (d)(2) of this provision, the Offeror will be subject to withholding in accordance with the clause at FAR [52.229-12](#), Tax on Certain Foreign Procurements, in any resulting contract.

(g) A taxpayer may, for a fee, seek advice from the Internal Revenue Service (IRS) as to the proper tax treatment of a transaction. This is called a private letter ruling. Also, the IRS may publish a revenue ruling, which is an official interpretation by the IRS of the Internal Revenue Code, related statutes, tax treaties, and regulations. A revenue ruling is the conclusion of the IRS on how the law is applied to a specific set of facts. For questions relating to the interpretation of the IRS regulations go to <https://www.irs.gov/help/tax-law-questions>.

K.11 SIGNATURE

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

Solicitation No. _____

Offer/Proposal No. _____

Date of Offer _____

Name of Offeror _____

Typed Name and Title _____

Signature _____ Date _____

[END OF SECTION K]

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.1 NOTICE LISTING SOLICITATION PROVISIONS INCORPORATED BY REFERENCE

This solicitation incorporates the following solicitation provisions by reference (by Citation Number, Title, and Date), with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The Offeror is cautioned that the listed provisions may include blocks that must be completed by the Offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the Offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this address: <https://www.acquisition.gov/far>.

FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)

| NUMBER | TITLE | DATE |
|-----------|---|----------|
| 52.204-7 | SYSTEM FOR AWARD MANAGEMENT | OCT 2018 |
| 52.204-16 | COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING | AUG 2020 |
| 52.204-18 | COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE | AUG 2020 |
| 52.214-34 | SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE | APR 1991 |
| 52-214-35 | SUBMISSION OF OFFERS IN U.S. CURRENCY | APR 1991 |
| 52.215-1 | INSTRUCTIONS TO OFFERORS – COMPETITIVE ACQUISITION | JAN 2017 |
| 52.215-22 | LIMITATIONS ON PASS-THROUGH CHARGES— IDENTIFICATION OF SUBCONTRACT EFFORT | OCT 2009 |
| 52.216-27 | SINGLE OT MULTIPLE AWARDS | OCT 1995 |
| 52.222-24 | PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION | FEB 1999 |
| 52.222-46 | EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES | FEB 1993 |

L.2 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a **Fixed Firm Price** contract resulting from this solicitation.

L.3 52.233-2 SERVICE OF PROTEST (SEP 2006)

- (a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer =(addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Contracting Officer: Andre-Guy Soh
email: asoh@usaid.gov
Regional Contracting Officer
USAID/Peru

Mailing Address:
Office of Acquisition and Assistance
DOS/USAID
3230 Lima Place
Washington, DC 20521-3230

Also, please send a copy to:

USAID
Attn. Mr. William Buckhold
1300 Pennsylvania Ave. N.W. 6.06-071
Washington, D.C. 20523
(GC/LE), fax: (202) 712-3058.

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

L.4 GENERAL INSTRUCTIONS

- (a) Single Award**

USAID anticipates awarding one (1) Contract as a result of this solicitation.

(b) RFP Instructions

Proposals must be submitted in accordance with the instructions in Section L. Failure to do so may result in an Offeror's proposal being eliminated from competition.

(c) Accurate and Complete Information

Offerors must set forth full, accurate, and complete information as required by this RFP. Proposals must be specific, complete, and concise. The Offeror is urged to examine this solicitation in its entirety, in order to assure that the proposal contains all the necessary information, provides all required documentation and is complete in all respects since evaluation of the proposal will be based on the actual material presented and not on the basis of what is implied.

The penalty for making false statements to the Government is prescribed in 18 U.S.C. 1001.

(d) Pre-award Survey

USAID reserves the right to perform a pre-award survey which may include, but is not limited to:

- 1) Offeror's ability to perform the duties under the Contract conditions;
- 2) Review of the candidate contractor's financial condition, business and personnel procedures, etc.;
- 3) Visits to the candidate contractor's facilities; and
- 4) Visits to the candidate contractor's ongoing job sites.

(e) Offer Acceptability

USAID may determine an offer to be unacceptable if an Offeror does not comply with all of the terms and conditions of the RFP and prospective Contract, including:

- 1) Completion of Standard Form 33, Blocks 12 through 18;
- 2) Completion of the "Representations, Certifications, and Other Statements of Offerors" in Section K; and

3) Submission of information required by Section L or any other section of this RFP. Incomplete proposals may be eliminated from further consideration. The submission of these items in accordance with these instructions will, if the USAID accepts the offer, contractually bind USAID and the successful Offeror to the terms and conditions of the prospective Contract. Offerors must follow the instructions contained in this RFP and supply all information and signature/certifications, as required.

(f) Offer Validity

Offerors are required to indicate the duration of the validity of their offer in box 12 of the submitted [SF 33 Form](#). USAID recommends to include at least 6 months of validity from the date the offer is submitted to allow sufficient time to evaluate proposals and complete negotiations.

(g) Proposal Preparation Costs

The U.S. Government will not pay for any proposal preparation costs.

(h) Questions to the Solicitation

Questions in response to this solicitation must be addressed in writing to Andre-Guy Soh, Regional Contracting Officer at asoh@usaid.gov with copies to limasolicitations@usaid.gov and to the Acquisition and Assistance Specialist, Luis Garay at lgaray@usaid.gov by the date and time set forth in the cover letter of this Solicitation. No questions will be accepted after this date.

Subject lines for all emails must follow the following format: "Questions – RFP No. 72052724R00001 - "Strategic Messaging Activity - USAID/Peru"

Answers to questions received will be posted on www.sam.gov. We will not identify the firm asking the questions.

In your electronic communication indicate your interest in participating in the post solicitation conference scheduled for November 9, 2023 from 8 to 9:30 AM.

L.5 GENERAL DELIVERY INSTRUCTIONS

(a) All proposals in response to this solicitation must be addressed to Andre-Guy Soh, Regional Contracting Officer at asoh@usaid.gov with copies to limasolicitations@usaid.gov and Mr. Luis Garay at lgaray@usaid.gov by the closing date and time specified in the cover letter.

(b) The Offeror must submit the cover page (Section A) of this Solicitation [Standard Form (SF) 33, "Solicitation, Offer, and Award"], with blocks 12 through 18 completed, with an original signature of a person authorized on behalf of the Offeror to sign the offer.

(c) The Offeror and each proposed subcontractor shall complete all "Representations, Certifications, and Other Statements of Offeror" as required in Section K, and sign and date on the last page in the space provided.

(d) Each Offeror's proposal submitted in response to this solicitation must be prepared in two volumes:

Volume I – Technical Proposal

Volume II – Cost/Business Proposal

The sections and annexes in the technical and cost proposals must be listed in the table of contents.

(e) The Technical Proposal must address technical aspects only while the Business (Cost) Proposal must present the costs and address related issues such as responsibility.

(f) Proposals must be signed by an official who is authorized to bind the organization.

(g) The Technical Proposal and Cost Proposal must be kept separate from each other.

L.6 INSTRUCTIONS FOR THE PREPARATION OF THE TECHNICAL PROPOSAL

(a) Technical Proposals must not make reference to pricing data in order that the technical evaluation may be made strictly on the basis of technical merit.

Note: The Technical Proposal must not contain any cost information

(b) Offerors must organize the technical proposal to follow the technical evaluation factors listed in Section M, addressing the programmatic objectives in Section C.

(c) The written Technical Proposal is limited to 16 (fifteen) pages and shall be written in English. Offerors shall use only 8.5 inch by 11 inch (210mm by 297mm) paper, single-spaced pages with margins no less than one inch on each border. Number each page consecutively.

Note: A page in the technical proposal that contains a table, chart, graph, etc., not otherwise excluded below, is subject to the 16 page limitation.

Not included in this page limitation are the following:

- Cover Page;
- Table of Contents;
- Appendix attachments which contain biographical information (i.e., resumes and other documentation provided by the Offeror) for proposed candidates;
- Contractor/Major Subcontractor Past Performance Listing (Attachment is in Section J); and
- Charts, such as Management Structure Organizational Chart(s). All critical information from appendices should be summarized in the technical proposal.
- Quality Assurance Plan (not to exceed 10 pages)

(d) Offerors shall include the information requested below in their Technical Proposals in addressing the program requirements:

- Offerors must present their technical proposal in the form of a Performance Work Statement (PWS) developed in accordance with FAR 37.602. The successful Offeror's PWS will become Section C of the resulting Contract.
- The PWS must be written from the perspective of USAID. For example, the PWS will say, "the Contractor must..." as opposed to "we will..."
- The PWS must outline the proposed problem statement, theory of change, approach, methodologies, general program parameters and interventions for addressing contextual challenges and achieving all five (5) objectives described in the SOO with deliverables, results, and deliverable metrics. Preferably interventions, deliverables, results and deliverable metrics must be presented in the table on page 2 of the PWS template. It must logically explain how achievement of all five objectives will reach the overall activity goal (as defined in the SOO).

Objective: The Objective section of the PWS must define the activity's purpose and objective(s) in the simplest terms and at a high level. It should describe why USAID must support the activity, and what USAID should expect to gain from it.

Background: The Background section must present the problems the Offeror intends to address.
Results and Goals: The Results and Goals section will provide a brief statement of what USAID expects to accomplish as a result of successfully completing this activity and how USAID will measure success. Specific deliverables, indicators, and tasks should not, however, be included here. They will be presented in the Services/Tasks Required section later in the document.

General Program Parameters: Program parameters are the defining characteristics of the activity. This section must discuss expectations and priorities with regard to:

1. Target Beneficiaries
2. Geographic Focus (nationally for messaging campaigns, and in no more than 5 communities for community type interventions - where the program is likely to have the highest impact)
3. Sustainability (if not incorporated sufficiently into services/tasks/activities)
4. Gender (if not incorporated sufficiently into services/tasks/activities)
5. Cross-Cutting Themes (e.g., Youth, Disability, Partnerships)
6. Management Approach/Staffing Requirements
7. General Implementation Approach or Guiding Principles

Services/Tasks Required: The Services/Tasks Required section must include a description of the actual tasks that the Contractor will complete. The tasks proposed must be clearly linked to successful performance of the Contract. This section must cover the technical services/interventions and provide required or illustrative services/tasks or interventions by activity component. It must include details on tracking the results/outcomes and on the management required.

In sum, the PWS must address the following:

1. Approach:
 - a. Demonstrate the Offeror's understanding of the requirement by presenting a clear problem statement, a theory of change, key interventions and expected results and targets based on Section C of the solicitation. The PWS shall specify in clear, understandable terms the work to be done, services to be performed, including specific tasks and deliverables, baselines and targets. A schedule of key phases for each proposed program component extending from the award of the Contract to operation at a full performance level shall also be included. The schedule should be presented in general time frames rather than specified dates.

- b. Demonstrate the Offeror's established relationships with other local communications firms and platforms and how those relationships increase their ability to achieve the goals presented in section C.
- c. Risks and their mitigation: The Offeror must include an analysis that identifies any of the anticipated risks, the sources, and the steps taken to mitigate, eliminate, and reduce each risk. The Offeror shall include in their response potential solutions on how the program will be flexible, adaptable, and agile in the wake of a dynamic political and socio-economic environment (i.e. xenophobia, political backlash, societal perception, local acceptance, food security etc).

2. Staffing Plan:

- a. Provide a staffing plan that has the collective experience and knowledge to implement the proposed PWS, provides information about clear roles and responsibilities and ensures efficient operations both for technical implementation and contract/project management (e.g. reporting, finance, accounting, environmental compliance, public outreach, monitoring and evaluation). An organogram may be presented as an annex.
- b. Describe the professional qualifications, education and relevant experience of the proposed Key Personnel. In the main body of the proposal, the Offeror is required to describe each proposed Key Personnel position identifying how the qualifications of the individuals proposed are suited to the position. The Offeror's proposal must indicate the names, positions, titles, and provide full CVs of all key managerial and technical personnel. Resumes for Key Personnel must contain contact information (email and phone number) of supervisors for the three most recent positions the candidate has held. The Offeror must propose Key Personnel that have the collective experience and knowledge to implement the Contract.
- c. Propose a combination of Key Personnel (up to 3) that corresponds to the proposed technical approach of the Offeror. It is USAID's expectation that Key Personnel will include a Chief of Party, Deputy Chief of Party and a Communications Director.

3. Management Approach:

- a. Convincingly describe the Offeror's approach that demonstrates organizational capability to recruit local/regional specialists or subcontracts with local/regional organizations with appropriate expertise. The Offeror must describe their approach to identifying and partnering with qualified organizations to ensure the requirements are met.
- b. Highlight how the Offeror will ensure an effective and rapid launch of activities within 30 days in Year 1 and a realistic approach to implement the PWS and to achieve the results. This should also include details of how the Contractor will work with private firms,

NGOs, and local, regional, and national government entities that are listed as partners. The approach should also demonstrate how the Offeror will overcome any legal and regulatory barriers to firm or project registration in order to assure that a rapid startup will occur.

4. Performance Metrics and Measurement Plan /Quality Assurance Surveillance Plan (QASP):

- a. Provide performance metrics, targets, and a measurement plan. The Performance metrics will be limited to a few measures that are truly important and be directly tied to the program objectives and deliverables. The performance metrics will be tracked by FY, city, region, or district and disaggregated by sex.
- b. The Offeror shall also submit a Quality Assurance Surveillance Plan (QASP) to ensure the performance of critical contract elements. The QASP sets the "what," "how," and "how often" of quality assurance, and helps the Offeror determine the level of resources needed to adequately staff the project. The QASP serves as the plan for surveillance of performance and identifies the performance indicators, standards, inspection methods and procedures to be used in monitoring performance. Additionally, the QASP shall include specified procedures for collecting data, methods of surveillance, thresholds for acceptable and unacceptable performance and sampling guides. The QASP also serves as the Monitoring, Evaluation and Learning Plan and must be submitted as an annex not to exceed 10 pages.

5. Past Experience or Performance Information:

- a. The Offeror must provide performance/experience information (using the past performance information sheet - see attachment no.) for itself and each subcontractor or sub partner.
- b. List in an annex to the technical proposal up to 10 of the most recent and relevant contracts for efforts similar to the work in the subject proposal. The most relevant indicators of performance are contracts of similar size, type and of work, and complexity/diversity of tasks and currency of the performance.
- c. Provide for each of the contracts listed above a list of contact names, job titles, mailing addresses, phone numbers, e-mail addresses, and a description of the performance to include:
 - Scope of work or complexity/diversity of tasks,
 - Primary location(s) of work,

- Term of performance,
- Skills/expertise required,
- Dollar value, and
- Contract type, i.e., fixed-price, cost reimbursement, etc

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

- d. If extraordinary problems impacted any of the referenced contracts, provide a short explanation and the corrective action taken.
- e. Describe any quality awards or certifications that indicate exceptional capacity to provide the service or product described in the statement of work. This information is not included in the page limitation.
- f. USAID estimates that the types of experiences presented in Section C.7 are required.

L.7 INSTRUCTIONS FOR THE PREPARATION OF THE COST/BUSINESS PROPOSAL:

(a) The Offeror must submit a summary budget for the entire duration of the Contract. The summary budget must reflect summary cost information for each of the major budget categories for each of the contract years separately and then offer the program total for the entire Contract, item for item in the last column of the spreadsheet.

(b) The Offeror must also submit a detailed version of its summary budget. The detailed budget must reflect every estimated cost item, broken out. The detailed budget must reflect these individual cost items for each of the contract years and then offer the program total for the entire Contract, item for item in the last column of the spreadsheet.

(c) The Offeror must submit a detailed budget narrative that supports item for item the cost estimates proposed in its detailed budget. The budget narrative should describe the nature of individual cost items proposed and include a description of the source of that particular cost estimate (historical experience with the cost item, catalog price, vendor price quotes, etc.). Narratives for the individual cost items must provide a discussion of any estimated escalation rates where applicable.

(d) The following is the minimum information required in the budget and budget narrative:

- (A) Salary and Wages - Direct salaries and wages should be proposed in accordance with the Offeror's personnel policies. Unit costs for each proposed position, key or not, should be expressed in an amount per work day with the corresponding level of effort required for the position (number of work days) and then calculated to a total cost for each cost period where the salary would be applicable.
- (B) Fringe Benefits - If the Offeror should propose a rate and explain how the rate was determined. If the latter is used, the narrative should include a detailed breakdown of all items of fringe benefits.
- (C) Travel, Transportation, and Per Diem - The application should indicate the number of trips, domestic and international, and the estimated costs per trip. Specify the origin and destination for each proposed trip, duration of travel, and number of individuals traveling. Per diem should be based on the Offeror's normal travel policies.
- (D) Procurement - A list of proposed non-expendable property purchases. Specify all equipment to be purchased, including the type of equipment, the manufacturer, the unit cost, the number of units to be purchased and the expected geographic source. Goods and services provided by the Offeror under this USAID-financed award are expected to be subject to the 937 Geographic Code.
- (E) Equipment and Supplies - Specify all equipment, materials and supplies expected to be purchased, including type, unit cost, and units.
- (F) Communications - Specific information regarding the type of communication cost at issue (i.e. mail, telephone, cellular phones, internet etc.) must be included in order to allow an assessment of the realism and reasonableness of these costs.
- (G) Subcontracts/Consultants - Information sufficient to determine the reasonableness of the cost of each specific subcontract and consultant expected to be hired must be included. Similar information should be provided for all consultants as is provided under the category for personnel.
- (H) Allowances - Allowances should be broken down by specific type and by person. Allowances should be in accordance with the Offeror's policies and the applicable regulations and policies.

(I) Direct Facilities Costs - Specific information regarding the cost of any facilities needed to perform program activities. The information provided should include the unit cost (rent), the time period the facilities are needed and the number of facilities. Only facilities that directly benefit the program activities should be included in this category; all other facility costs should be included in the indirect cost category.

(J) Other Direct Costs This includes report preparation costs, medical exams and inoculations, insurance (other than insurance included in the Offeror's fringe benefits), as well as any other miscellaneous costs, which directly benefit the program proposed by the Offeror. The narrative should provide a breakdown and support for all other direct costs.

(K) Direct Program Expenditures: The Offeror shall submit specific information regarding the direct expenditures on program activities. Direct program expenditures can be specifically identified with delivery of a particular project, service, or program activity undertaken by the Offeror. Program activities / projects are defined as temporary endeavors undertaken to create a unique product or service which brings about beneficial change or added value. The goal of program activities is to achieve the intended outcomes per Section C. The Direct Program Expenditures shall be clearly presented so that USAID can evaluate these costs only and without burdens, activity administration or other costs. The proposed Direct Program Expenditures cost item should be presented with sufficient supporting information to allow a complete analysis for cost realism and reasonableness.

(L) Indirect Costs: The Offeror should propose an indirect rate supported with sufficient information for USAID to determine the reasonableness of the rates. (For example, a breakdown of labor bases and overhead pools, the method of determining the rate, a description of all costs in the pools, etc.)

(e) The following standard cost elements shall be included in the submission as applicable. Individual subcontractors should include the same cost element breakdowns in their budgets as applicable.

| Cost Element: | Year 1 | Year 2 (6 months) | Total |
|--------------------------------------|----------|-------------------|----------|
| Total Direct Labor | \$ _____ | \$ _____ | \$ _____ |
| Salary and Wages | \$ _____ | \$ _____ | \$ _____ |
| Fringe Benefits | \$ _____ | \$ _____ | \$ _____ |
| Travel, Transportation, and Per Diem | \$ _____ | \$ _____ | \$ _____ |
| Procurement | \$ _____ | \$ _____ | \$ _____ |
| Equipment and Supplies | \$ _____ | \$ _____ | \$ _____ |

| | | | |
|------------------------------------|----------|----------|----------|
| Communications | \$ _____ | \$ _____ | \$ _____ |
| Subcontracts/Consultants | \$ _____ | \$ _____ | \$ _____ |
| Allowances | \$ _____ | \$ _____ | \$ _____ |
| Direct Facilities Cost | \$ _____ | \$ _____ | \$ _____ |
| Other Direct Cost | \$ _____ | \$ _____ | \$ _____ |
| Direct Program Expenditures | \$ _____ | \$ _____ | \$ _____ |
| Security | \$ _____ | \$ _____ | \$ _____ |
| Grants under Contract | \$ _____ | \$ _____ | \$ _____ |
| Indirect Costs | \$ _____ | \$ _____ | \$ _____ |
| Total Estimated Cost | \$ _____ | \$ _____ | \$ _____ |
| Total Est. Cost plus Available Fee | \$ _____ | \$ _____ | \$ _____ |

[END OF SECTION L]

SECTION M - EVALUATION FACTORS FOR AWARD

M.1 GENERAL INFORMATION

- a. The Government may award a contract without discussions with Offerors in accordance with FAR 52.215-1 but reserves the right to conduct discussions if in the best interest of the Government. Therefore, the Offeror's initial proposal should contain the Offeror's best terms from a cost and technical standpoint.
- b. The Government intends to evaluate proposals in accordance with Section M of this RFP. Award will be made to the Offeror whose proposal is rated highest technically and whose cost is reasonable.
- c. In accordance with FAR 15.304(e)(1), all evaluation factors other than cost and price when combined are considered significantly more important than cost/price factors.
- d. Technical volumes will be evaluated by a technical evaluation committee using the evaluation criteria below. When evaluating the competing offers, USAID will consider the qualifications/capability information provided by the Offerors and any other information obtained by the government through its own research.
- e. Cost will not be assigned a numerical weight. Offerors are reminded that USAID is not obligated to award a negotiated contract on the basis of lowest proposed cost nor to the Offeror with the highest technical evaluation score. Although for this procurement technical proposal merits are considered substantially more important than cost relative to deciding which Offeror might best perform the work, cost factors and USAID's budget may also be considered. As technical evaluations converge, cost may become a deciding factor in awarding. Therefore, after the final evaluation of proposals, the contracting officer will make the award to the Offeror whose proposal offers the best value to the Government considering both technical and cost factors.

M.2 TECHNICAL EVALUATION FACTORS

The technical evaluation criteria listed below will be used to evaluate proposals. These criteria serve as the standard against which all technical proposals will be evaluated and serve to identify the significant matters which Offerors should address.

1. The technical proposal contains 5 components:
 - a. Technical Approach:
 - i. The extent to which the proposed approach demonstrates a realistic, innovative and/or proven way to meet the results of decreased xenophobia, improved perception of migrants, reduced misinformation, and increased social cohesion through different forms of mass communication. The proposed approach must be supported by evidence, must be culturally appropriate and specific to the challenges migrants face in the republic of Peru, and to the regions/communities of implementation, and makes good use of international practices or standards. Interventions proposed in the PWS are realistic and respond to the instructions in Section L.
 - ii. The extent to which the Offeror's established relationships with local communication firms and platforms increase their ability to achieve the goals of section C.
 - iii. The extent to which the Offeror's accounts for possible risks to implementation and presents realistic approaches and strategies to mitigate them.
 - b. Staffing Plan and Key Personnel:

The extent to which the proposed Key Personnel and staffing plan convincingly demonstrate the Offeror's ability to implement its Performance Work Statement (PWS).
 - c. Management Approach:

The extent to which the proposed management approach convincingly demonstrates the Offeror's ability to achieve the project results, including the appropriateness and comprehensiveness of the draft year 1 work plan.
 - d. QASP:

The extent to which the proposed quality assurance plan presents a realistic and comprehensive methodology for accounting for and measuring achievement or progress towards achievement of PWS targets and deliverables.
 - e. Past performance/Experience:

The Contractor's past performance/experience information determined to be relevant will be evaluated in accordance with the technical quality, cost control, schedule, management and business relations, management of Key Personnel etc. An Offeror's performance will not be evaluated favorably or unfavorably when:

 - (1) The Offeror lacks relevant performance history;
 - (2) Information on performance is not available; or
 - (3) The Offeror is a member of a class of Offerors where there is provision not to rate the class against a sub-factor.

When this occurs, an Offeror lacking relevant performance history is assigned a “neutral” rating. Prior to assigning a “neutral” past performance rating, the CO may take into account a broad range of information related to an Offeror’s performance.

M.3 COST/PRICE EVALUATION

Each Cost Proposal will be evaluated but will not be assigned a rating. The proposed cost will be evaluated for realism and reasonableness in accordance with FAR 15.404.

[END OF SECTION M]

[END OF RFP No. 72052724R00001]

| | | | | | | |
|---|--|---|--|--|------------------------|------------------------------|
| SOLICITATION, OFFER AND AWARD | | 1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) | | RATING | PAGE OF PAGES 1 3 | |
| 2. CONTRACT NUMBER | | 3. SOLICITATION NUMBER 72052724R00001 | | 4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP) | | 5. DATE ISSUED 10/30/2023 |
| 7. ISSUED BY USAID/Peru 00000 | | CODE 720527 | 8. ADDRESS OFFER TO (If other than Item 7) | | | |
| 6. REQUISITION/PURCHASE NUMBER REQ-527-24-000001 | | | | | | |

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

SOLICITATION

9. Sealed offers in original and _____ copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried, in the depository located in _____ until 1700 R local time 12/04/2023
(Hour) (Date)

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

| | | | | | |
|----------------------------------|-----------------------|---------------------------------|--------|------|---------------------------------------|
| 10. FOR INFORMATION CALL: | A. NAME Luis Garay | B. TELEPHONE (NO COLLECT CALLS) | | | C. E-MAIL ADDRESS lgaray@usaid.gov |
| | | AREA CODE | NUMBER | EXT. | |

11. TABLE OF CONTENTS

| (X) | SEC. | DESCRIPTION | PAGE(S) | (X) | SEC. | DESCRIPTION | PAGE(S) |
|-------------------------------------|------|---------------------------------------|---------|--|------|--|---------|
| PART I - THE SCHEDULE | | | | PART II - CONTRACT CLAUSES | | | |
| <input checked="" type="checkbox"/> | A | SOLICITATION/CONTRACT FORM | 3 | <input checked="" type="checkbox"/> | I | CONTRACT CLAUSES | 3 |
| <input checked="" type="checkbox"/> | B | SUPPLIES OR SERVICES AND PRICES/COSTS | 3 | PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH. | | | |
| <input checked="" type="checkbox"/> | C | DESCRIPTION/SPECS./WORK STATEMENT | 3 | <input checked="" type="checkbox"/> | J | LIST OF ATTACHMENTS | 3 |
| <input checked="" type="checkbox"/> | D | PACKAGING AND MARKING | 3 | PART IV - REPRESENTATIONS AND INSTRUCTIONS | | | |
| <input checked="" type="checkbox"/> | E | INSPECTION AND ACCEPTANCE | 3 | <input checked="" type="checkbox"/> | K | REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS | 3 |
| <input checked="" type="checkbox"/> | F | DELIVERIES OR PERFORMANCE | 3 | <input checked="" type="checkbox"/> | L | INSTRS., CONDS., AND NOTICES TO OFFERORS | 3 |
| <input checked="" type="checkbox"/> | G | CONTRACT ADMINISTRATION DATA | 3 | <input checked="" type="checkbox"/> | M | EVALUATION FACTORS FOR AWARD | 3 |
| <input checked="" type="checkbox"/> | H | SPECIAL CONTRACT REQUIREMENTS | 3 | | | | |

OFFER (Must be fully completed by offeror)

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

12. In compliance with the above, the undersigned agrees, if this offer is accepted within 0 calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

| | | | | |
|---|----------------------|----------------------|----------------------|-------------------|
| 13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232.8) | 10 CALENDAR DAYS (%) | 20 CALENDAR DAYS (%) | 30 CALENDAR DAYS (%) | CALENDAR DAYS (%) |
|---|----------------------|----------------------|----------------------|-------------------|

| | | | | |
|--|---------------|------|---------------|------|
| 14. ACKNOWLEDGEMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated): | AMENDMENT NO. | DATE | AMENDMENT NO. | DATE |
| | | | | |

| | | | | | |
|----------------------------------|------|----------|--|--|--|
| 15A. NAME AND ADDRESS OF OFFEROR | CODE | FACILITY | 16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print) | | |
|----------------------------------|------|----------|--|--|--|

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

AWARD (To be completed by government)

| | | | |
|---|------------|--|----------------|
| 19. ACCEPTED AS TO ITEMS NUMBERED | 20. AMOUNT | 21. ACCOUNTING AND APPROPRIATION | |
| 22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304 (c) () <input type="checkbox"/> 41 U.S.C. 253 (c) () | | 23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified) | ITEM |
| 24. ADMINISTERED BY (If other than Item 7) | CODE | 25. PAYMENT WILL BE MADE BY | CODE |
| 26. NAME OF CONTRACTING OFFICER (Type or print) Andre-Guy Soh | | 27. UNITED STATES OF AMERICA (Signature of Contracting Officer) | 28. AWARD DATE |

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.
AUTHORIZED FOR LOCAL REPRODUCTION
Previous edition is unusable

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
72052724R00001

PAGE 2 OF 3

NAME OF OFFEROR OR CONTRACTOR

| ITEM NO. (A) | SUPPLIES/SERVICES (B) | QUANTITY (C) | UNIT (D) | UNIT PRICE (E) | AMOUNT (F) |
|-----------------|--|-----------------|-------------|-------------------|---------------|
| 0001 | Delivery Location Code: USAID/PERU USAID/LIMA Av.La Encalada s/n Monterrico, Surco Apartado Postal 1995, Lima 1 Technical assistance to mitigate xenophobia, discrimination, and violence against migrants. | | | | |

<https://sam.gov/opp/bc4587b6545f42d880aba5e1a2e8e768/view>

Strategic Messaging To Curb Xenophobia

ACTIVE Contract Opportunity

Notice ID

72052724R00001

Related Notice

Department/Ind. Agency

AGENCY FOR INTERNATIONAL DEVELOPMENT

Sub-tier

AGENCY FOR INTERNATIONAL DEVELOPMENT

Office

USAID/PERU AV LA ENCALADA,

Looking for contract opportunity help?

[APEX Accelerators](#)(opens in new window)

APEX Accelerators are an official government contracting resource for small businesses. Find your local APEX Accelerator (opens in new window) for free government expertise related to contract opportunities.

APEX Accelerators are funded in part through a cooperative agreement with the Department of Defense.

The APEX Accelerators program was formerly known as the Procurement Technical Assistance Program (opens in new window)(PTAP).

General Information

Contract Opportunity Type: Solicitation (Updated)

All Dates/Times are: (UTC-05:00) LIMA, PERU

Updated Published Date: Nov 09, 2023 03:18 pm UTC-05

Original Published Date: Oct 30, 2023 03:50 pm UTC-05

Updated Date Offers Due: Dec 04, 2023 05:00 pm UTC-05

Original Date Offers Due: Dec 04, 2023 05:00 pm UTC-05

Inactive Policy: Manual

Updated Inactive Date: Jan 15, 2024

Original Inactive Date: Jan 15, 2024

Initiative:

None

Classification

Original Set Aside:

Product Service Code: R426 - SUPPORT- PROFESSIONAL: COMMUNICATIONS

NAICS Code:

541990 - All Other Professional, Scientific, and Technical Services

Place of Performance:

PER

Description

MODIFICATION NO 0001 PUBLISHED ON 11/09/2023 - SEE ATTACHMENTS

Issue Date: October 30, 2023

Closing Date for Questions: November 6, 2023

Post Solicitation Conference: November 8, 2023

Closing Date for Receipt of Proposals: December 4, 2023

SUBJECT: Request for Proposals (RFP) No. 72052724R00001, USAID/Peru - Strategic Messaging to Reduce Xenophobia Campaign

Dear Prospective Offerors:

The Government of the United States (the "Government") through its Agency for International Development/Peru ("USAID/Peru") is seeking proposals from qualified Local Entities specialized in "communication for social change" to provide the services described in section C.

This procurement will follow FAR 15 procedures. USAID intends to make an award without discussions to the Highest Technically Rated Offeror with a Reasonable Cost.

Eligibility is restricted to Local Entities pursuant to ADS 302.3.4.5 (f).

Only entities with an active SAM registration may respond to this request for proposals.

USAID anticipates awarding a firm-fixed-price (FFP) type contract with a period of performance of 18 months and a total cost of approximately US \$2,250,000.00.

Offerors must pay close attention to sections L and M. Sections B through J of the solicitation will become a substantive part of the anticipated Contract.

The issuance of this RFP in no way obligates USAID to award a contract nor does it commit USAID to pay any cost incurred in the preparation and submission of a proposal.

Thank you for your consideration of this USAID initiative.

Sincerely,

Regional Contracting Officer/USAID/Peru

Attachments/Links

[Download All Attachments/Links](#)

Attachments

| Document | File Size | Access | Updated Date |
|----------|-----------|--------|--------------|
|----------|-----------|--------|--------------|

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| RFP No. 72052724R00001 Amendment No. 0001 Package Signed.pdf (opens in new window) | | | |
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| J.6 RFP No. 72052724R00001 - SF-33-Instructions.doc (opens in new window) | | | |
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| Oct 30, 2023 | | | |
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| J.5 RFP NO. 72052724R00001 SF 33.pdf (opens in new window) | | | |
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94 KB

Public

Oct 30, 2023

J.2 RFP No. 72052724R00001 - PERFORMANCE WORK STATEMENT TEMPLATE.docx (opens in new window)

23 KB

Public

Oct 30, 2023

J.1 RFP No. 72052724R00001 - BUDGET TEMPLATE.xlsx (opens in new window)

47 KB

Public

Oct 30, 2023

J.3 RFP No. 72052724R00001 - PAST PERFORMANCE OR EXPERIENCE INFORMATION.docx (opens in new window)

18 KB

Public

Oct 30, 2023

J.4 RFP No. 72052724R00001 - QASP TEMPLATE.docx (opens in new window)

26 KB

Public

Oct 30, 2023

RFP No. 72052724R00001 - Strategic Messaging to Reduce Xenophobia AGsigned.pdf (opens in new window)

441 KB

Public

Oct 30, 2023

Contact Information

Contracting Office Address

CUADRA 17, MONTERRICO SURCO

PER

Primary Point of Contact

Andre-Guy Soh

asoh@usaid.gov

Secondary Point of Contact

Luis Garay

lgaray@usaid.gov

History

Nov 09, 2023 03:18 pm UTC-05

Solicitation (Updated)

Oct 30, 2023 03:57 pm UTC-05

Solicitation (Updated)

Oct 30, 2023 03:50 pm UTC-05

Solicitation (Original)

| | | | |
|---|---------------------------------|---|--------------------------------|
| AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT | | 1. CONTRACT ID CODE | PAGE OF PAGES 1 4 |
| 2. AMENDMENT/MODIFICATION NO. 0001 | 3. EFFECTIVE DATE 10/30/2023 | 4. REQUISITION/PURCHASE REQ. NO. | 5. PROJECT NO. (If applicable) |
| 6. ISSUED BY USAID/Peru 00000 | CODE 720527 | 7. ADMINISTERED BY (If other than Item 6) Not Applicable | CODE N/A |
| 8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) | | (x) 9A. AMENDMENT OF SOLICITATION NO. 72052724R00001 | |
| | | x 9B. DATED (SEE ITEM 11) 11/09/2023 | |
| | | 10A. MODIFICATION OF CONTRACT/ORDER NO. | |
| | | 10B. DATED (SEE ITEM 13) | |
| CODE | FACILITY CODE | | |

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended. is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

| | |
|----------------|---|
| CHECK ONE x | A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. |
| | B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b). |
| | C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: |
| | D. OTHER (Specify type of modification and authority) |

E. IMPORTANT: Contractor is not is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

USAID hereby modifies RFP No. 72052724R00001 to reflect answers it provided to the business community in the post-solicitation conference held on November 8, 2023.

This modification therefore (1) shares the final approved answers to questions asked by November 7th, 2023; (2) provides guidance on VAT treatment in budget preparation for not-for-profit and for profit entities; (3) authorizes offerors to consider and make the case for the use of Grants under Contracts (GUCs) if the mechanism is important to their technical approach, (4) corrects a few errors and inconsistencies between solicitation sections; (5) authorizes entities with tangible proof of SAM Registration processes in progress to submit proposals; and finally, (6) presents a summary read of the post solicitation conference.

As a result of the above, the following changes are made to the solicitation - CONT...

Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

| | |
|---|---|
| 15A. NAME AND TITLE OF SIGNER (Type or print) | 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Andre-Guy Soh Andre-Guy Soh Digitally signed by Andre-Guy Soh Date: 2023.11.09 14:55:51 -05'00' |
| 15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign) | 15C. DATE SIGNED |
| 16B. UNITED STATES OF AMERICA (Signature of Contracting Officer) | 16C. DATE SIGNED |

Previous edition unusable

MODIFICATION NO. 0001 TO REQUEST FOR PROPOSAL (RFP) NO. 72052724R00001 - STRATEGIC MESSAGING CAMPAIGN TO REDUCE XENOPHOBIA IN PERU

USAID hereby modifies RFP No. 72052724R00001 to reflect answers it provided to the business community in the post-solicitation conference held on November 8, 2023.

This modification therefore (1) shares the final approved answers to questions asked by November 7th, 2023; (2) provides guidance on VAT treatment in budget preparation for not-for-profit and for profit entities; (3) authorizes offerors to consider and make the case for the use of Grants under Contracts (GUCs) if the mechanism is important to their technical approach, (4) corrects a few errors and inconsistencies between solicitation sections; (5) authorizes entities with tangible proof of SAM Registration processes in progress to submit proposals; and finally, (6) presents a summary read of the post solicitation conference.

As a result of the above, the following changes are made to the solicitation:

1. COVER LETTER:

1.1. Update the Closing Date for Receipt of Proposals to *December 4, 2023 11:59 PM.*

1.2. Revise the last sentence of the second paragraph:

From: "Only entities with an active SAM registration may respond to this request for proposals"

To: *"Entities currently pursuing their SAM registration are now eligible. Such entities must indicate in their cover letter when they started the process, a brief update on its status, and screenshot of their SAM page showing date and status. USAID will NOT award a contract to an entity without SAM Registration, or with an expired registration. USAID reserves the right award to the second best offeror should the most successful offeror not be SAM compliant."*

2. SECTION C - STATEMENT OF OBJECTIVES:

In Sub-section C.7, before "Personnel", add the following

“Grants under Contracts: GUCs may significantly improve the likelihood of effective implementation of certain social and community interventions and offerors are encouraged to consider using them in their strategy”.

3. SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS:

3.1. L.4 GENERAL INSTRUCTIONS

Delete the last sentence of sub-section (h) and replace it with *“In your electronic communication indicate your interest in participating in the post solicitation conference scheduled for November 8, 2023 from 8 to 9:30 AM.”*

3.2. L.6 INSTRUCTIONS FOR THE PREPARATION OF THE TECHNICAL PROPOSAL

Sub-section (c) is modified as follows:

1. Change the first sentence as follows: *“The written Technical Proposal is limited to 16 (sixteen) pages and shall be written in English.”*
2. Add *“draft Grants under Contract Manual”* as the last bullet.

Sub-section (d), add a fourth bullet:

“A Grant under Contract or GUC is a USAID-specific mechanism which allows a contractor to make small grants to non-profit organizations to implement various types of community and social interventions on behalf of the US Government.

GUCs are clearly explained in ADS 302.3.4.13.

Offerors are encouraged to consider how GUCs may enrich or strengthen their technical approach and demonstrate how they plan to use them.

Offerors who decide to use GUCs should also present a draft Grants under Contract Manual. The draft GUC manual does not count towards the page limitation.”

4. SECTION J - LIST OF ATTACHMENTS

**Add J.7 QUESTIONS & ANSWERS (REVISED) and J.8 POST SOLICITATION
CONFERENCE SUMMARY**

ALL OTHER TERMS AND CONDITIONS OF THE AWARD REMAIN UNCHANGED.

[END OF MODIFICATION 0001]



RFP No. 72052724R00001 - ANSWERS TO QUESTIONS

Post Conference Update

CO cleared for distribution on 11/09/2023 Andre-Guy Soh Digitally signed by Andre-Guy Soh
Date: 2023.11.09 14:56:51 -05'00'

1. La propuesta es para lograr un único proveedor a nivel nacional, o es posible que se considere proveedores por zonas o territorios.

USAID espera celebrar un convenio con una organización/empresa principal (en inglés “el prime”. A su vez, la empresa principal podrá ejecutar la actividad sola o con subpartes o filiales en todo el país. En cualquiera de los dos casos, el solicitante deberá demostrar el valor añadido del enfoque estratégico y de ejecución que propone.

2. ¿Cómo se miden los objetivos y/o resultados implementados?

Nos gustaría enfatizar la importancia de leer toda la convocatoria, en particular las secciones C, L y M. La respuesta a esta pregunta se proporciona en esas secciones. En resumen, los solicitantes deben proponer cómo evaluarán y medirán los resultados que proponen.

3. Si es que hay una metodología para la medición, ¿es cuantitativo, cualitativo?

Similar a la pregunta No. 2: Los solicitantes deben proponer cómo evaluarán y medirán los resultados que proponen.

4. En relación a los recursos mediáticos, ¿el plan incluye las coordinaciones con otros servicios radiales y televisivos locales, regionales y nacionales?

Si.

5. ¿Podemos ir en consorcio?

Si, pero la USAID solo firmará el convenio con una entidad principal o un “prime”. El prime a su turno podrá subcontratar partes del proyecto.

6. ¿Cuáles son los documentos que se tiene que presentar a la postulación?

Son 4 documentos a presentar: (1) Formato SF-33, (2) Technical Proposal, (3) Cost/Business Proposal y (4) Section K firmada. Quisiéramos enfatizar la importancia de revisar cuidadosamente las secciones C, L y M. Todas las instrucciones se encuentran en la sección L del RFP.

7. Si se considera la contratación de recursos humanos, ¿estos deben ser contratados en

planilla?

Depende de las políticas de su organización.

8. The time for the Post Solicitation Conference for November 8, 2023, is at 8:00 AM Peruvian time zone?

That is correct. The Post Solicitation Conference will take place on Wednesday, November 8 at 8 AM (Peruvian Time).

9. On the email says that the Post Solicitation Conference is on November 8, 2023, but on the RFP document (page 48) says that is on November 9, 2023. Which one is the right date?

Good catch. That was a mistake. The right date is November 8 at 8AM. This is consistent with the data on the cover page.

10. Where can we access to this Conference?

A link will be provided to access the meeting to every interested party before the meeting.

11. On the form J1 the abbreviation LOE is used. What does it mean?

“Level of Effort” refiere al nivel o grado de esfuerzo o la cantidad de trabajo necesaria para respaldar las actividades principales de un proyecto. El esfuerzo es el tiempo necesario para completar una tarea, actividad o proyecto, y es un recurso tan valioso como el dinero o los materiales. El LOE se puede expresar en días, horas o minutos, o en porcentaje.

12. Objectives and Results: Can offerors propose a rearrangement of the objectives and results listed on Sections C5 and C6 on page 9 of the RFP? Please note no objectives or results would be eliminated. Rather, some could be merged to streamline monitoring, evaluation, and learning efforts and facilitate calculation of attribution.

Yes, offerors can rearrange them.

13. About the magnitude of the intended scope: Does USAID have a mandatory minimum number or amount related to the intended geographical or human impact (e.g. minimum number of target districts, people, organizations, etc.) or should offerors propose such assumptions?

No, we don't have one. We expect applicants to nominate organizations, districts or intervention zones that they believe will provide the greatest possible impact. This must be justified by pointing out solid evidence and argument that supports the proposal.

14. About Results 1 and 2 under Objective 2 (page 10 of the RFP), considering the delicate nature and state of the issue and the period of performance, Would USAID consider a blanket

exception to its Branding and Marking policy at the time of award and allow the successful offeror to not identify USAID as the author in any of its information dissemination activities for this project?

Yes, the whole activity will be excepted from branding and marking requirements.

15. Under Objective 3, about Result 1 “Increase in positive perception of Venezuelan migrants based on their valuable contributions to Peruvian economy and society and shared values”, Does USAID have a third-party source available in Peru in order to measure such an impact or should Offerors be responsible for measuring that?

No, USAID does not. Offerors must propose in their QASP how they will measure such impacts, and who they will contract to do so.

16. Page 52 of the RFP states that resumes can be included as annexes. The paragraphs describing Section 2, Staffing Plan on page 52 of the RFP state that “The Offeror’s proposal must...provide full CVs of all key managerial and technical personnel. “Could USAID please confirm that full CVs for key managerial and technical personnel do not count towards the 16-page limitation, thus they can also be included as annexes?

Yes, CVs are part of approved annexes and are not included in the page limitation.

17. Sections L and M of the RFP state that the PWS must have the following five sections:

- a. Technical Approach
- b. Staffing Plan and Key Personnel:
- c. Management Approach:
- d. QASP:
- e. Past performance/Experience:

Could USAID please confirm that both Section 4, QASP and Section 5, Past Experience or Performance Information can be submitted entirely as annexes?

QASP and Past Experience do not count towards the page limitation and can be submitted as annexes. This can be found on L.6, pages 49 and 50 of the RFP.

18. En la Sección B. En B6 referido a Fixed Fee se señala “payment of the fixed fee shall be made as specified in the schedule, provided that the contracting officer withholds a reserve not to exceed 15 percent of the total fixed fee or 100,000, whichever is less, protect the Government’s interest”. ¿Se entiende que esta modalidad reemplazaría a la emisión de una Carta de Garantía?

No, no sustituye a ninguna garantía consagrada en el contrato.

19. ¿La propuesta económica incluirá los impuestos o IGV?

Las propuestas de costes (presupuestos) deben indicar y contabilizar claramente el IVA. Deben también indicar el coste total con IVA y el coste total sin IVA.

Las organizaciones sin fines de lucro recibirán orientación posterior a la adjudicación sobre cómo obtener el reembolso del IVA de la SUNAT.

Si la institución ganadora es con fines de lucro, la USAID recuperará el IVA en su lugar.

20. En la Sección C. Para mejorar el perfil de quienes postulan ¿se ha contemplado la opción de Consorcios?. De ser afirmativa la respuesta ¿debemos realizar un documento simple de consorcio o deberá ser a través de un documento formal?

Demostrar la existencia de asociaciones y/o relaciones con los principales medios de comunicación o partes interesadas mediante cartas formales de compromiso o memorandos de entendimiento añade peso y credibilidad a su propuesta.

21. Para definir el alcance: Identificar si será una campaña de alcance nacional o si debemos tener en cuenta otros criterios de segmentación como si es rural y/o urbana, en costa, sierra y selva u otros. Definir.

El alcance de las estrategias implementadas debe ser propuesta por la entidad postulante. Ver puntos C.7 y L.6 del RFP como referencia.

22. ¿Se pueden establecer dos opciones de alcance geográfico: uno en medios masivos y otros para actividades comunitarias o “social cohesión events”?

Si se puede.

23. ¿Existen indicadores sobre las zonas geográficas de mayor conflicto? ¿Zonas donde hay mayor xenofobia, están clasificadas? ¿Hay un estudio sobre esto? En el objetivo 1 se propone evaluar la profundidad y amplitud de la desinformación.

Si, existen múltiples estudios, reportes, y artículos que documentan los principales acontecimientos sobre la xenofobia y discriminación a migrantes de Venezuela en el Perú, particularmente en Lima Metropolitana. La metodología para desarrollar el objetivo 1 debe ser propuesta y justificada por la entidad postulante.

24. Por favor definir si se hará en Lima o se deben considerar otras zonas también.

Los solicitantes deben proponer las regiones/distritos/comunidades de intervención que consideren que brindarán el máximo impacto posible para alcanzar los objetivos. Esto debe justificarse señalando evidencia y argumento sólidos que soporten la propuesta. Ver pregunta 13.

25. ¿Se incorporarán en el proyecto solo radios y canales de televisión locales o también aquellas que desde Lima emiten su señal para el país?

Se espera que sea propuesto por la entidad postulante. Ver punto C.6 del RFP como referencia.

26. En relación con la gestión de alianzas temáticas con los medios, ¿qué institución será la que firme los acuerdos?

La USAID firmará una adjudicación con solo una entidad. No nos involucramos en la decisión que tome un grupo de organizaciones.

27. ¿Cuál es el cronograma proyectado para la ejecución del proyecto?

El cronograma previsto inicia al momento de la adjudicación y culmina en marzo del 2025. El cronograma definitivo se establecerá al momento de la adjudicación.

28. ¿Qué evidencias se deberán presentar tanto para medios tradicionales como para medios digitales?

El conjunto de evidencia/argumentos que pueda generar el mayor impacto posible para alcanzar los objetivos del SOO. Esta debe provenir de fuentes reconocidas internacional y nacionalmente, cuyas publicaciones cumplan con criterios peer review y doble sesgo y cuyas instituciones/agencias/autores tengan una reputación de objetividad incuestionable. El contenido específico de materiales soportado con dicha evidencia debe ser propuesto por la entidad postulante.

29. En profile of the implementing firm abordan la necesidad de un trabajo conjunto con una empresa de mercadeo para diseñar y ejecutar la investigación cuantitativa y cualitativa. Nuestra empresa tiene amplia experiencia en desarrollo de investigación cuantitativa y cualitativa.

a. ¿Se puede considerar que la misma empresa que postula lo realice?

b. ¿Se entiende que la línea final medirá la recordación de la campaña, pero no el cambio de percepciones?

- a. No, se espera a que sea una entidad diferente.
- b. El alcance de dicha medición debe ser propuesto por la entidad postulante.

30. En el objetivo 4 se menciona “Combatir la xenofobia reduciendo las actitudes discriminatorias en las comunidades de acogida”. ¿Podría definir cómo se conforman las comunidades de acogida?

Ver respuestas a las preguntas 24 y 13.

31. En lo relativo a medios de comunicación, en el punto 5 hablan de un presupuesto para difusión de la campaña y el tiempo de duración. ¿El costo de las campañas en medios (algunas seguramente advocacy y todo lo que es manejo de prensa y colocación del tema en la agenda de medios) están consideradas en el monto total del contrato?.

Si.

32. En el ítem de resultados se ha considerado como uno de ellos el “Aumento de actitudes y comportamientos positivos en las comunidades de acogida hacia los venezolanos migrantes, fomentando la empatía y la interacción favorable entre ambas comunidades”. ¿Cuál es el alcance de las comunidades de acogida definiendo la comunidad de acogida (estableciendo un público definido)?.

Dicho alcance debe ser propuesto por la entidad postulante. Ver respuestas a las preguntas 24 y 13.

33. Para el caso del resultado “Incrementar y fortalecer la cohesión social, fomentando el diálogo, el sentido de pertenencia y la participación local” por favor definir mejor la comunidad de acogida en la que se establecerá la medición.

La(s) comunidad(es) de acogida en la que se establece dicha medición debe ser propuesta por la entidad postulante. Ver respuestas a las preguntas 24 y 13.

34. Respecto a la experiencia de la firma, la experiencia de apalancamiento de fondos privados para campañas de comunicación en medios tradicionales, campañas de promoción casa por casa, ¿Pueden ser considerados para la experiencia?

Es correcto.

35. De la lectura de los documentos no queda claro quienes definirá los indicadores de medición de la campaña. Por favor identificar.

Dichos elementos deben ser propuestos por la entidad postulante, considerando aquellos que permitan el monitoreo más eficiente del alcance de los objetivos planteados en el SOO.

36. En la Sección G, punto G.5 cuando se refiere a invoices ¿Se está considerando la entrega de facturas?

Es correcto.

37. As a young organization with no accreditation in its indirect costs, is 10% the allowable limit?

Yes.

38. For the proposal, is it required to have the SAM registration or is it at the signing of the contract? We are still waiting for SAM to provide us with the registration.

Entities currently pursuing their SAM registration are now eligible. Such entities must indicate in their cover letter when they started the process, a brief update on its status, and screenshot of their SAM page showing date and status. USAID will NOT award a contract to an entity without SAM Registration, or with an expired registration. USAID reserves the right award to the second best offeror should the most successful offeror not be SAM compliant.

39. As a local organization, the RFP indicates that an invoice must be issued to USAID/Peru. Does this refer to a local invoice provided by SUNAT?

Es correcto.

40. In the budget, should the total IGTV (VAT) be detailed as an additional line to the total estimated cost or should it be included in each budget item?

Please see question 19.

41. According to the RFP, 2% of the payments are automatically withheld, is this in addition to the 18% of the IGTV in Peru?

No. The 2% referred to in K10 only applies to specified procurement payment on any foreign percent receiving such payment.

42. Can proposal be submitted under a consortium between a NGO and a private communications firm?

Yes, please review Question 1 for further information.

43. An NGO, who has worked on projects with a similar theme previously, can lead a consortium alongside a private communications firm?

Yes, please review Questions 43 and 44

44. What is the scope of the intervention: national or sub-national?

Please review Questions 24 and 13.

45. Pacha Films is a content and audiovisual production company. While we have carried out some social communication campaigns, our strength lies in the production and creation of documentaries and audiovisual products. For this project, however, we would be partnering with individuals and companies that have large experience in these types of campaigns for social communication. Would this be sufficient for us to have a chance of being selected?

Theoretically, yes. You now have to do the convincing by responding to the RFP.

46. We were requested to submit a first approach for this project a month ago, but we can see that the terms of reference have been published in the USAID social networks. Are we part of a short list of companies for this project? If not, what is the motivation behind reissuing a more extensive request for proposals to the general public?

There is no short list, this Request for Proposal (RFP) is open to any local entities that meets the requirement specified in Section C. The initial approach posted last month was only a general Request for Information (RFI) with no evaluation factors.

47. Does the total fund include the purchase of advertising space for digital platforms and traditional media?

Yes, if advertising is part of the strategy your organization proposes.

48. Mandatory Budget Format: When it mentions LOE, we typically measure it as a percentage of the month involved in the account. Is that correct? And would "Rate" refer to the salary, including all benefits, right?

Yes.

49. Fixed fee: These are fixed costs for the agency such as overhead, agency team, tools, etc. Total costs: These would be third-party costs like audiovisual production companies, photographers if applicable, etc. Are there any taxes that need to be considered in the economic proposal?

Yes, also see question 19.

50. Do the costs of the project need to include media placement and influencers if we propose them?

Yes, if media placement and influencers are part of your proposed strategy.

51. Furthermore, since this is a very research-intensive project (to achieve the expected results), the initial months of the project would need to focus on research before moving to planning and execution. Is that possible? Or do you already have studies that will serve as a foundation?

Generating evidence is important. However, stating that the project is "very "research intensive" is not completely accurate. USAID rather expects an "action intensive" project. This is not a research project.

52. How will the results be evaluated? Surveys, KPIs?

Offerors are required to propose how they will evaluate results.

53. When referring to the PWS for the technical proposal, are you talking about the attached format that says "Performance + Work + Statement + Templates"?

That is correct.

54. Should the presentation (16 pages) be in Word or PowerPoint for the proposal?

The proposal must be in Microsoft Word.

55. Will it be sent and have specific maximum file size requirements? Or will it also be presented in person?

Please review Section L. There are no file size limitations but USAID emails can only accept up to 25 MB in attachments.

56. Para presentar una propuesta a la presente convocatoria, es factible postular de manera consorciada? El consorcio puede estar conformado por asociaciones civiles sin fines de lucro y entidades privadas?

Si a ambas preguntas.

57. En el acápite L6 ítem C, indican que la propuesta tiene un límite de 16 páginas pero a continuación hacen referencia al número QUINCE. Pueden por favor indicar, cuál es el límite de páginas definido.

La propuesta no debe exceder 16 páginas, esto se ha corregido en el Amendment 0001 del RFP

58. Is it possible to apply if a representative of the organization is being investigated in a civil process or is it enough to report it and give details of the case?

Key Personnel for the winning proposal will be vetted by the Regional Security Office. We recommend abstaining from submitting key personnel currently under investigation.

59. Is there a predetermined ratio between the costs of the campaign(s) and the Agency's SEF?

No, everything depends on the offeror.

60. TOC has confidentiality contracts with all its collaborators. Should these contracts be terminated if it wins this contest?

Yes. The resulting contract will have provisions against confidentiality agreements. See K2.

61. The Fixed-Firm-Price allows leverage for sustainability? (ex. Can we fund a website with

advertising from the private sector?)

Yes.

62. Is in our understanding that a subcontract can not exceed the 20% of the total FFP. In case we want to include implementing partners in equitable share, it should be consider as a subcontract or it is permitted to apply in a partnership?

The RFP does not make reference to a 20% limit to subcontracting.

63. Is it possible to collaborate on this project with a company located outside of Peru?

Yes.

64. Can we submit a proposal with a local company whose SAM registration is currently in progress? This option was made available for Call for Proposals targeting local partners.

The offeror must show proof that they have started the process.

[End of Answers to Questions]



RFP No. 72052724R00001
POST SOLICITATION CONFERENCE SUMMARY

Andre-Guy Soh Digitally signed by Andre-Guy Soh
Date: 2023.11.09 14:59:01 -05'00'

Purpose: To clarify any questions any interested parties may have regarding RFP 72052724R00001 and how to properly submit an application.

A virtual meeting was held via Google Meets on November 8, 2023, from 8:00 to 9:30 AM. There were over 40 attendees from 23 organizations.

In his introductory statement and throughout the conference, the Contracting Officer provided participants with general guidance on how to approach a US Government procurement. Key takeaways are summarized below:

1. A statement of objectives (SOO) simply states high level objectives and leaves the “how” to the offerors.
2. Carefully review all elements of sections C, L and M.
3. In preparing your proposals, ensure that you justify in a convincing manner why you are proposing a certain approach.
4. Respect all deadlines presented on the solicitation cover page.
5. Information submitted but not required by the solicitation will not be reviewed.
6. The SAM registration requirement has been revised. Organizations with an ongoing registration process are now eligible.
7. Grants under Contracts (GUCs) are added to the solicitation and offerors are encouraged to seriously consider it as an intervention mechanism. The solicitation has been updated accordingly.
8. Proposals submitted in language other than English will not be considered.
9. USAID only signs contracts with a prime.

Additional consideration:

1. Offerors must be aware that subcontractors must be SAM registered. This means primes must take the necessary steps to ensure that the subcontractors they plan to work with have an active SAM registration by the time the award is signed.

End.