

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 112
2. AMENDMENT/MODIFICATION NO. 0002	3. EFFECTIVE DATE 08/23/2024	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable) 72052724R00005
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. 72052724R00005	
		x 9B. DATED (SEE ITEM 11) 10/02/2024	
		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	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:
x	D. OTHER (Specify type of modification and authority) Solicitation Amendment

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.)

This amendment therefore (1) shares the final approved answers to questions asked by September 17, 2024 (Attachment I); (2) clarifies and makes changes to Sections B, F, I, J, K, L, and M; (3) extends the deadline for submitting Phase One; (4) accepts Phase One Concept Note submissions in both Spanish and English; (5) provides a summary read-out of the post-solicitation conference (Attachment II); and (6) includes a conformed version of the original RFP, with additions highlighted in yellow and deletions marked with strikethroughs for easier review (Attachment III).

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)	
15B. CONTRACTOR/OFFEROR		16B. UNITED STATES OF AMERICA	
15C. DATE SIGNED		16C. DATE SIGNED	
_____ (Signature of person authorized to sign)		_____ (Signature of Contracting Officer)	

Previous edition unusable

AMENDMENT NUMBER TWO TO REQUEST FOR PROPOSAL (RFP) No. 72052724R00005

Communications Support Platform

USAID hereby modifies RFP No. 72052724R00005 to reflect answers it provided to the business community in the post-solicitation conference held on September 17, 2024.

This amendment therefore **(1)** shares the final approved answers to questions asked by September 17, 2024 (Attachment I); **(2)** clarifies and makes changes to Sections B, F, I, J, K, L, and M; **(3)** extends the deadline for submitting Phase One; **(4)** accepts Phase One Concept Note submissions in both Spanish and English; **(5)** provides a summary read-out of the post-solicitation conference (Attachment II); and **(6)** includes a conformed version of the original RFP, with additions highlighted in yellow and deletions marked with strikethroughs for easier review (Attachment III).

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

1. COVER LETTER

- 1.1 Delete and replace USAID logo
- 1.2 Update Closing Date for Receipt of Phase One to October 22, 2024, 5:00 pm (Local Time)

2. SECTION B – SUPPLIES OF SERVICES AND PRICES

- 2.1 Item B.2 Delete first paragraph and replace it with the following:

“This is a hybrid contract made up of a Cost-Plus-Fixed Fee (CPFF) contract to cover travel and other cross platform services with Firm-Fixed Price (FPP), consistent with Federal Acquisition Regulations 16.202-2, covering pre-negotiated prices for all categories of services contained in the Statement of Work (SOW). For the consideration set forth in Section B, the Contractor must deliver the items as described in Section C and the Deliverables as described in Section F. The Period of Performance, inclusive of three options years, is 4 years. The Contract must not exceed a total price of US \$5,000,000.00.”
- 2.2 Item B.3 Add the following to the enumerated list:
 - The maximum price for this contract is TBD for the performance of work required hereunder and delivery of the Fixed-Fixed Price deliverable table [\$TBD].
 - Within the estimated Cost Plus Fixed Fee specified 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].

2.3 Item B.4 Delete B.4 in its entirety and replace it with the following:

“a) The following itemized budget sets forth the estimates for reimbursement of dollar costs for cost categories and the fixed fee.

b) The amounts in the above cost categories may not be adjusted without a written modification signed by the Contracting Officer. The Contractor must not bill any amounts against this contract in excess of the amounts specified for each line item.

The Contract budget is organized into the following:

Services (description)	Base Year	Option 1	Option 2	Option 3	Total
Core Platform Management - Cost Plus Fixed Fee					
Pre-negotiated Prices (for Categories of Services presented in C.5) – See pricing table in (Annex 1)					
Fixed Fee					

2.4 Add the following B.5 in its entirety:

“B.5 INDIRECT COSTS

B.5.1. NEGOTIATED INDIRECT COST RATE (NICRA)

a) Pending establishment of revised provisional or final indirect cost rates, allowable indirect costs shall be reimbursed on the basis of the following negotiated provisional or predetermined rates and the appropriate bases.

Description	Rate	Base	Type	Period
TBD	%	1/	1/	1/

1/Base of Application

Type of Rate:

Period:

For Major Subcontractor(s):

Pending establishment of revised provisional or final indirect cost rates, allowable indirect costs will be reimbursed based on the following negotiated provisional or predetermined rates and the appropriate bases:

Description	Rate	Base	Type	Period
TBD	%	1/	1/	1/

1/Base of Application:

Type of Rate: Predetermined

Period:

["Major Subcontractor" is a subcontractor that is performing 20% or more of the contract, or is deemed critical by the offeror in achieving the objectives and tasks in the contract.]

b) The Contractor will make no change in its established method of classifying or allocating indirect costs without the prior written approval of the Contracting Officer.

B.5.2. THE DE MINIMIS RATE

- a) Offerors who do not have a negotiated indirect cost rate (NICRA) may elect to use the de minimis rate of 10% of modified total direct cost (MDTC).
- b) Modified Total Direct Cost (MTDC) means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each subaward (regardless of the period of performance of the subawards under the award).

B.5.3. OTHER

Offerors may propose indirect cost rates other than the NICRA or the De Minimis, provided they are prepared in accordance with FAR 31.203 or use the direct cost allocation method as prescribed in 2 CFR 200.405 (d).

B.5.4. SUB-RECEPIENTS

Indirect cost rates between the prime and subrecipients must be established in accordance with 2 CFR

200.332(a)(4).

2.5 Item B.6 Add the following in the second paragraph:

“B.6.2.

The Contractor may earn and be paid all or a portion of the total fee based on completed deliverables under this contract. Payment of the Contractor’s fee is tied to the accomplishment of objectives, deliverables, or outputs described in Sections C and F.

Definite goals or targets must be achieved, and end products must be completed, delivered, and accepted by USAID during the period of performance and within the total estimated cost as a condition for payment of the entire fixed fee.

The Offerors must propose a fixed fee schedule tied to the objectives and deliverables or outcome for Government review and acceptance. The fixed fee schedule will become part of the contract upon award. Payment of fixed fee will be in accordance with FAR 52.216-8.

[Illustrative Fee Table to be completed by the Offeror and incorporated into the award in accordance with Section L]:

Performance Objective/Deliverable/Outcome	Achievement Threshold/Delivery Schedule	Percentage of Fee	Fixed Fee (\$) Amount for Payment
Deliverables for Year 1	TBD by the contractor	TBD	TBD
Deliverables for Year 1	TBD	TBD	TBD
Deliverables for Year 1	TBD	TBD	TBD

Upon successful completion of a performance objective/deliverable/outcome, the Contractor must provide evidence of its achievement to the Contracting Officer’s Representative (COR) and the Contracting Officer (CO). Upon COR receipt and written acceptance, the Contractor must submit an invoice for the amount of the associated fee including evidence of completion of the deliverables for which fee is claimed. The total amount of fee payable upon completion of all contract requirements

will be set at the time of award and does not vary with actual cost.

In the event of discontinuance of the work, both parties must – in accordance with FAR 52.249-6 “Termination (Cost Reimbursement) - redetermine the fixed fee equitably to reflect the reduction in the work actually performed. The amount by which such fee is less than, or exceeds, payments previously made on account of the fee must be paid to, or repaid by the Contractor, as applicable.

B.7 REIMBURSABLE COSTS Costs allowable will be limited to reasonable, allocable, and necessary costs determined in accordance with FAR 31 (Contract Cost Principles and Procedures), FAR 52.216-7 Allowable Cost and Payment, FAR 52.216-8 Fixed Fee, FAR 52.232-20 Limitation of Cost, FAR 52.232-22, Limitation of Funds, if applicable, and AIDAR 752.7003 Documentation for Payment.

3. SECTION E – INSPECTION AND ACCEPTANCE

3.1 Item E.1 Add 52.246-5 Inspection of Services – Cost-Reimbursement into the Federal Acquisition Regulation (FAR) table

4. SECTION F – DELIVERIES OF PERFORMANCE

4.1 Item F.3.2 Delete the second and third bullet points and add the following bullets in The minimum qualifications for this position (Project Director) are:

- At least 8 years of experience in both project management and outreach and communications, with a focus on designing and executing effective communications strategies and campaigns.
- A Bachelor’s Degree in a relevant field – such as International Relations, Public Administration, Business Administration, Communications, or Project Management – is required.

4.2 Item F.3.2 Add the following bullets in The qualifications for this position (Finance and Compliance Manager) are:

- A Bachelor’s Degree in a relevant field – such as Accounting, Finance, Business Administration, Project Administration – is required.
- A minimum of 8 years of professional experience in financial management, compliance, and administrative functions is essential.

5. SECTION I – CONTRACT CLAUSES

5.1 Item I.1 Add 52.203-8 Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity into the Federal Acquisition Regulation (FAR) table

5.2 Item I.1 Add 52.203-10 Price or Fee Adjustment for Illegal or Improper Activity into the Federal Acquisition Regulation (FAR) table

5.3 Item I.1 Add 52.203-13 Contractor Code of Business Ethics and Conduct into the Federal Acquisition Regulation (FAR) table

5.4 Item I.1 Add 52.203-14 Display of Hotline Poster(s) into the Federal Acquisition

- Regulation (FAR) table
- 5.5 Item I.1 Add 52.203-16 Preventing Personal Conflicts of Interest into the Federal Acquisition Regulation (FAR) table
 - 5.6 Item I.1 Add 52.204-1 Approval of Contract into the Federal Acquisition Regulation (FAR) table
 - 5.7 Item I.1 Add 52.204-14 Service Contract Reporting Requirements into the Federal Acquisition Regulation (FAR) table
 - 5.8 Item I.1 Add 52.204-18 Commercial and Government Entity Code Reporting into the Federal Acquisition Regulation (FAR) table
 - 5.9 Item I.1 Add 52.204-21 Basic Safeguarding of Covered Contractor Information Systems into the Federal Acquisition Regulation (FAR) table
 - 5.10 Item I.1 Delete 52.204-23 Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities from the Federal Acquisition Regulation (FAR) table
 - 5.11 Item I.1 Delete 52.204-27 Prohibition on a ByteDance Covered Application from the Federal Acquisition Regulation (FAR) table
 - 5.12 Item I.1 Add 52.207-5 Option to Purchase Equipment into the Federal Acquisition Regulation (FAR) table
 - 5.13 Item I.1 Add 52.210-1 Market Research into the Federal Acquisition Regulation (FAR) table
 - 5.14 Item I.1 Add 52.209-6 Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment into the Federal Acquisition Regulation (FAR) table
 - 5.15 Item I.1 Add 52.209-7 Information Regarding Responsibility Matters into the Federal Acquisition Regulation (FAR) table
 - 5.16 Item I.1 Add 52.215-2 Audit and Records – Negotiation into the Federal Acquisition Regulation (FAR) table
 - 5.17 Item I.1 Delete 52.215-8 Order of Precedence-Uniform Contract Format from the Federal Acquisition Regulation (FAR) table
 - 5.18 Item I.1 Add 52.215-23 Limitations on Pass-Through Charges into the Federal Acquisition Regulation (FAR) table
 - 5.19 Item I.1 Add 52.216-7 Limitations on Pass-Through Charges into the Federal Acquisition Regulation (FAR) table
 - 5.20 Item I.1 Add 52.216-8 Fixed Fee into the Federal Acquisition Regulation (FAR)

table

- 5.21 Item I.1 Add 52.216-25 Contract Definitization into the Federal Acquisition Regulation (FAR) table
- 5.22 Item I.1 Add 52.222-2 Payment for Overtime Premiums into the Federal Acquisition Regulation (FAR) table
- 5.23 Item I.1 Add 52.222-26 (Alternate 1) Equal Opportunity into the Federal Acquisition Regulation (FAR) table
- 5.24 Item I.1 Delete 52.225-14 Inconsistency between English Version and Translation Contract from the Federal Acquisition Regulation (FAR) table
- 5.25 Item I.1 Delete 52.227-19 Commercial Computer Software License from the Federal Acquisition Regulation (FAR) table
- 5.26 Item I.1 Add 52.229-8 Taxes-Foreign Cost Reimbursement Contracts into the Federal Acquisition Regulation (FAR) table
- 5.27 Item I.1 Add 52.232-12 Advanced Payments into the Federal Acquisition Regulation (FAR) table
- 5.28 Item I.1 Add 52.232-18 Availability of Funds into the Federal Acquisition Regulation (FAR) table
- 5.29 Item I.1 Add 52.232-33 Payment by Electronic Funds Transfer-System for Award Management into the Federal Acquisition Regulation (FAR) table
- 5.30 Item I.1 Add 52.232.40 Providing Accelerated Payments to Small Business Subcontractors into the Federal Acquisition Regulation (FAR) table
- 5.31 Item I.1 Add 52.242-1 Notice of Intent to Disallow Cost into the Federal Acquisition Regulation (FAR) table
- 5.32 Item I.1 52.242-3 Penalties for Unallowable Costs into the Federal Acquisition Regulation (FAR) table
- 5.33 Item I.1 52.243-2 Changes-Cost-Reimbursement (Alternate I) into the Federal Acquisition Regulation (FAR) table
- 5.34 Item I.1 52.249-6 Termination (Cost-Reimbursement) into the Federal Acquisition Regulation (FAR) table
- 5.35 Item I.1 752.227-14 Rights in Data – General into the USAID Acquisition Regulation (AIDAR) table
- 5.36 Item I.1 752.228-7 Insurance – Liability to Third Persons into the USAID Acquisition Regulation (AIDAR) table
- 5.37 Item I.1 752.228-70 Medical Evacuation (MEDEVAC) Services into the USAID

Acquisition Regulation (AIDAR) table

- 5.38 Item I.1 752.7001 Biographical Data into the USAID Acquisition Regulation (AIDAR) table
- 5.39 Item I.1 752.7002 Travel and Transportation into the USAID Acquisition Regulation (AIDAR) table
- 5.40 Item I.1 752.7005 Submission Requirements for Development Experience Documents into the USAID Acquisition Regulation (AIDAR) table
- 5.41 Item I.1 752.7007 Personnel Compensation into the USAID Acquisition Regulation (AIDAR) table
- 5.42 Item I.1 752.7008 Use of Government Facilities or Personnel into the USAID Acquisition Regulation (AIDAR) table
- 5.43 Item I.1 752.7010 Conversion of U.S. Dollars to Local Currency into the USAID Acquisition Regulation (AIDAR) table
- 5.44 Item I.1 752.7031 Leave and Holidays into the USAID Acquisition Regulation (AIDAR) table
- 5.45 Item I.5 Add the following:

“752.232-70 LETTER OF CREDIT ADVANCE PAYMENT (MAR 2015)

Link to an amendment published at 89 FR 4209, Jan. 23, 2024.

As required by 732.406-73, insert the following clause in contracts being paid by Letter of Credit.

Letter of Credit Advance Payment (MAR 2015)

(a) Payment under this contract must be by means of a Letter of Credit (LOC) in accordance with the terms and conditions of the LOC and any instructions issued by the USAID, Bureau for Management, Office of the Chief Financial Officer, Cash Management and Payment Division (M/CFO/CMP).

(b) Immediately upon award, or as soon as the Letter of Credit payment method is approved by the contracting officer, contractors without an established LOC account must submit the following forms with original signatures, to the address specified below:

Forms:

(1) A signed original SF-1199A (Direct Deposit Sign-Up Form); and

(2) “Division of Payment Management Payment Management System Access Form” found at the Department of State and Human Services (DHHS) Web site.

Address:

ATTN: James DuBois,

U.S. Agency for International Development,

M/CFO/CMP—LOC Unit,

1300 Pennsylvania Ave. NW.,

SA-44, Room 430-J,

Washington, DC 20523-7700.

Contractors must also submit the forms specified above electronically to *loc@usaid.gov*.

(c) As long as the LOC is in effect, the terms and conditions of the LOC and any instructions issued by M/CFO/CMP constitute the payment conditions of this contract, superseding and taking precedence over any other clause of this contract concerning payment.

(d) If the LOC is revoked, payment may be made on a cost-reimbursement basis, in accordance with the other clauses of this contract concerning payment.

(e) Revocation of the LOC is at the discretion of M/CFO/CMP after consultation with the contracting officer. Notification to the contractor of revocation must be in writing and must specify the reasons for such action. The contractor may appeal any such revocation to the contracting officer, in accordance with the Disputes clause of this contract. Pending final decision, payments under the contract will be in accordance with paragraph (d) of this clause.”

6. SECTION J – LIST OF ATTACHMENTS

- 6.1 Item J.1 Add “for Phase Two” after Standard Form SF-33
- 6.2 Item J.2 Add “for Phase Two” after Pricing Table of Labor Categories and Pre-Negotiated Rate.
- 6.3 Item J.3 Delete *of Proposal*

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

- 7.1 Item K.1 Add 52.204-8 Annual Representations and Certifications into the Federal Acquisition Regulation (FAR) table
- 7.2 Item K.1 Add 52.204-17 Ownership or Control of Offeror into the Federal Acquisition Regulation (FAR) table
- 7.3 Item K.1 Add 52.204-20 Predecessor of Offeror into the Federal Acquisition Regulation (FAR) table

- 7.4 Item K.1 Add 52.209-2 Prohibition on Contracting with Inverted Domestic Corporations-Representation into the Federal Acquisition Regulation (FAR) table
- 7.5 Item K.1 Add 52.209-5 Certification Regarding Responsibility Matters into the Federal Acquisition Regulation (FAR) table
- 7.6 Item K.1 Add 52.209-11 Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law into the Federal Acquisition Regulation (FAR) table
- 7.7 Item K.1 Add 52.209-13 Violation of Arms Control Treaties or Agreements-Certification into the Federal Acquisition Regulation (FAR) table
- 7.8 Item K.1 Add 52.237-8 Restriction on Severance Payments to Foreign Nationals into the Federal Acquisition Regulation (FAR) table

8. SECTION L – INSTRUCTIONS FOR THE PREPARATION OF THE TECHNICAL PROPOSALS

- 8.1 Item L.1 Delete 52.207-1 Notice of Standard Competition from the Federal Acquisition Regulation (FAR) table
- 8.2 Item L.1 Add 52.211-3 Availability of Specifications Not Listed in the GSA Index of Federal Specifications, Standards and Commercial Item Descriptions into the Federal Acquisition Regulation (FAR) table
- 8.3 Item L.1 Add 52.215-1 Instructions to Offerors-Competitive Acquisition (Alternate 1) into the Federal Acquisition Regulation (FAR) table
- 8.4 Item L.1 Add 52.215-22 Limitations on Pass-Through Charges-Identification of Subcontract Effort into the Federal Acquisition Regulation (FAR) table
- 8.5 Item L.1 Add 52.216-1 Type of Contract into the Federal Acquisition Regulation (FAR) table
- 8.6 Item L.1 Add 52.222-56 Certification Regarding Trafficking in Persons Compliance Plan into the Federal Acquisition Regulation (FAR) table
- 8.7 Item L.2 Delete fifth paragraph in its entirety and replace it with the following:

“This solicitation is structured in two (2) phases. Phase One consists of a seven (7) page concept note including a portfolio of demonstrated ability and a PowerPoint Presentation (not to exceed 10 slides) demonstrating how the offeror will approach the situation presented in Annex 2. The concept note may be submitted in English and/or Spanish, but the presentation must be conducted in English. Phase Two will formally invite selected offerors to submit their full proposals in English only.

Voluntary Phased Acquisition (ie, Voluntary Down Select) is currently the preferred industry and Agency method of Phased Acquisition. Under Voluntary, responsibility and risk shifts to the offeror. Once the Government provides the offeror with the Advisory

Notice that they are or are not competitive, it becomes the offeror's business decision to remain in the competition or voluntarily withdraw. The offeror is not entitled to a debriefing based on the Advisory Notice, and does not have the ability to protest the procurement since there is no elimination from the competition.”

8.8 Item L.2 Replace and add the following in the eighth paragraph:

“iv. Both the concept notes and PowerPoint Presentations will receive a Pass/Fail evaluation, with the determination of pass or fail based on their technical quality.

v. Offeror who receive a passing evaluation on their concept notes will be invited to deliver in-person PowerPoint Presentations.

vi. USAID expects the presentation to be led by the offeror’s anticipated key personnel, if they have been identified at this stage.

vii. The in-person presentation will be for a total of 60 minutes, consisting of 30 minutes for the presentation and 30 minutes for the Q&A session.

viii. The in-person presentation may be conducted either face-to-face or virtually.

ix. USAID will notify offerors of the date and time of their in-person presentation one week in advance via email.

x. All in-person presentations will be video/audio recorded.”

8.9 Item L.2 Delete the ninth paragraph in its entirety and replace it with the following:

“Following completion of Phase One, each offeror will receive an Advisory Notification. The Advisory Notification will inform the offeror of one of the following:

- USAID found the proposal to be competitive and the offeror is invited to participate in Phase Two, or
- Based on the Information submitted, USAID found that the proposal is unlikely to be a viable competitor. The intent of this notification is to minimize proposal development costs for those offerors with little or no chance of receiving an award.

To receive an Advisory Notification indicating that the proposal is competitive and to be invited to participate in Phase Two, a rating of ‘Pass’ must be achieved for both criteria in Phase One.”

8.10 Item L.3.1 Delete *In this section, the offeror must present its key personnel, their experience (i.e. articles, successes organizing events, professional networks etc.)*

the role they will play in the structure presented in this section and replace it with “In this section, the offeror is strongly encouraged to present key personnel at this phase, detailing their experience (e.g., articles, successful event organization, professional networks) and the roles they will play in the proposed structure outlined in this section.”

8.11 Item L.3.2 Add the following to the last sentence of the last paragraph:

“provided they have been identified at this stage.”

8.12 Item L.4 Add the following bullet point:

- “Cost Proposal and SF-33”

8.13 Item L.4.1 Add the following to the last bullet point “and SAM registration details.”

8.14 Item L.5 Add the following after the first paragraph:

“Core platform management line of the budget may not exceed 25% of contract cost. The Cost Reimbursement contract type will include reimbursable costs such as travel and other administrative and logistics costs resulting from Government requests that are difficult to estimate or project during proposal preparation. Provide detailed cost estimates for any travel, accommodation, and logistics required for the activity by region. All travel under this contract will be handled as cost reimbursable.”

9. SECTION M – EVALUATION FACTORS FOR AWARD

9.1 Delete SECTION M in its entirety and replace it with the following:

“SECTION M - EVALUATION FACTORS FOR AWARD

M.1 NOTICE LISTING SOLICITATION PROVISIONS 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/> and full text of the AIDAR clauses is available at <http://www.usaid.gov/ads/policy/300/aidar> and <http://www.usaid.gov/ads/policy/300/300>.

FEDERAL ACQUISITION REGULATION (FAR) (48 CFR CHAPTER 1)

M.2 GENERAL INFORMATION

1. USAID intends to 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, and discussions may be conducted at the Contracting Officer's discretion. Therefore, the Offeror's initial proposal should contain the Offeror's best terms from a price and technical standpoint.
2. The Government intends to evaluate proposals in accordance with Section M of this RFP and award to the responsible Offeror using a Highest Technical Rated with Fair and Reasonable Price and Realistic Cost (HTR) process outlined in M.3. below. The submitted technical information will be scored by a technical evaluation committee using the Phase One and Phase Two evaluation criteria listed below and award to the responsible Offerors whose proposals offer the best value for the Government.
3. The submitted technical information will be scored by a technical evaluation committee using the evaluation criteria shown below. The evaluation committee may include industry experts who are not employees of the Federal Government, although only as non-voting members. When evaluating the competing offers, the Government will consider the written capability information provided by the offerors, and any other information obtained by the Government through its own research.
4. In accordance with FAR 15.304(e), all evaluation factors other than cost or price when combined are more important than cost or price factors. These evaluation factors other than cost or price, when combined, are—

(1) Significantly more important than cost or price;

M.3 AWARD PROCESS

This procurement utilizes an HTR process for award, not a tradeoff process. The detailed procurement process is below:

1. Proposals are reviewed by a technical evaluation committee (TEC). The evaluation methodology will use an **adjectival rating system**.
2. The TEC, as part of the documentation, will determine a ranking of proposals from highest to lowest technically rated based on the technical evaluation.
3. Concurrently with steps 1 and 2, the USAID/Peru's Regional Office of Acquisition and Assistance (ROAA) will evaluate past performance as described in M.4. Any adverse past

performance that an Offeror has not had an opportunity to address will be dealt with at this stage.

4. If no competitive range is established, ROAA will conduct a price analysis as defined in FAR 15.404-1 to first determine the highest rated Offeror's (also referred to as the apparently successful Offeror) price as fair and reasonable. The price analysis will at minimum include a comparison of proposed prices, if multiple are received in response to the solicitation. Other acceptable methods for price analysis can be found at FAR 15.404-1(b)(2). Acceptable methods also include the use of standard deviations. If the CO determines after the price analysis that the highest rated Offeror's price is not fair and reasonable, and a competitive range is still not needed, ROAA will then do the same with the next highest rated Offeror until reaching the highest rated Offeror with a fair and reasonable price. Concurrently, ROAA will perform a targeted cost realism analysis **on every technically acceptable Offeror**, in accordance with FAR 15.404-1. Adjustments from this analysis will be applied to other costs that are derived from direct labor (e.g. indirect costs). If significant cost realism adjustments are necessary and the CO determines that the price of the highest technically rated Offeror is unrealistic, ROAA will then move to the next technically highest rated Offeror with a fair and reasonable price. This will be repeated until it results in an award to the highest rated Offeror with a fair and reasonable price and realistic cost.

5. If a competitive range is established, ROAA will conduct a price analysis to determine proposed prices as fair and reasonable using the process in #4. If an Offeror's price is not found fair and reasonable, they will not be included in the competitive range. ROAA will also conduct a cost realism analysis using the process in #4. If significant cost realism adjustments are necessary and the CO determines that the price is unrealistic, the Offeror will not be included in the competitive range. Discussions will then be held with Offerors in the competitive range. Discussions will not include cost issues other than any probable cost adjustments made during the cost realism analysis and may include price information per FAR 15.306(e)(3). Once revised proposals are received, steps 1 and 3-5 are repeated until there is a highest rated Offeror with a fair and reasonable price and realistic cost. This is the apparently successful Offeror.

M.4 EVALUATION CRITERIA

Phase One will be evaluated using a Pass/Fail rating system, with the determination based on the technical quality of the offerors.

Phase Two will employ adjectival ratings to assess the offerors' technical approach, management and staff plan, past experience, and cost/price evaluation. This evaluation criterion provides a structured framework for thoroughly assessing proposals, ensuring that all critical aspects related to the activity objectives are considered. The adjectival rating system will follow the table below:

Adjective	Review Criterion
Exceptional	<p>An Exceptional application has the following characteristics:</p> <ul style="list-style-type: none"> • A comprehensive and thorough application of exceptional merit. • Application meets and fully exceeds the Government expectations or exceeds RFP objectives and presents very low risk or no overall degree of risk of unsuccessful performance. • Strengths significantly outweigh any weaknesses that may exist.
Very Good	<p>A Very Good application has the following characteristics:</p> <ul style="list-style-type: none"> • An application demonstrating a strong grasp of the objectives. • Application meets RFP objectives and presents a low overall degree of risk of unsuccessful project performance. • Strengths significantly outweigh any weaknesses that exist.
Satisfactory	<p>A Satisfactory application has the following characteristics:</p> <ul style="list-style-type: none"> • An application demonstrating a reasonably sound response and a good grasp of the objectives. • Application meets RFP objectives and presents a moderate overall degree of risk of unsuccessful project performance. • Strengths outweigh weaknesses.
Marginal	<p>A Marginal application has the following characteristics:</p> <ul style="list-style-type: none"> • The application shows a limited understanding of the objectives. • Application meets some or most of the RFP objectives but presents a significant overall degree of risk of unsuccessful project performance. • Weaknesses equal or outweigh any strength that exists.
Unsatisfactory	<p>An Unsatisfactory application has the following characteristics:</p> <ul style="list-style-type: none"> • The Application does not meet the RFP objectives or requires a major rewrite of the application. • Presents an unacceptable degree of risk of unsuccessful

	<p>project performance.</p> <ul style="list-style-type: none"> • Weaknesses demonstrate a lack of understanding of the Government’s needs. • Weaknesses significantly outweigh any strength that exists.
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The technical approach is of greater importance than the management and staffing plan and past experience information. The management and staffing plan is of greater importance than the past experience information.

M.5 EVALUATION FACTORS

Factor 1: Technical Approach

The extent to which the offeror showcases its understanding of the communications landscape, opportunities and challenges, and convincingly demonstrates how it will help USAID effectively tell its story.

The extent to how comprehensive and innovative the approach to work is and derived from relevant experience and differentiators presented.

The extent to which the Offeror provides a clear and detailed implementation plan, including a breakdown of tasks across service categories, resource allocation, and a timeline with key milestones that align with the project objectives.

The extent to which the Offeror effectively identifies and mitigates risks, implements robust quality assurance processes, and ensures compliance with relevant regulations and USAID standards, including specific requirements in Peru.

Factor 2: Management and Staff Plan

The extent to which the management and staffing demonstrates the ability to effectively manage and execute the tasks outlined in the Statement of Work (SOW).

The extent to which the proposed approach(es) to collaboration, quality assurance and compliance during implementation is/are clear, convincing and demonstrates a solid understanding of challenges one can reasonably expect during implementation.

The extent to which the management approach showcases experienced and capable personnel that can effectively and seamlessly operationalize the proposed technical approach.

The extent to which lines of authorities emphasize effective collaboration, communication, and interaction contributes to achieving the project's objectives.

The extent to which the proposed key personnel are equipped with the skills and experience required to effectively execute the tasks outlined in the SOW.

Factor 3: Past Experience

The extent to which the offeror showcases sufficient experience and demonstrated success in technical areas described in the SOW and in Section L.4.4 (Past Experience Information), and experience and capacity implementing projects, campaigns and events of similar size and scope.

The Portfolio of Demonstrated Ability will be evaluated as part of past experience.

M.6 COST/PRICE EVALUATION

The proposed cost/price will be evaluated for realism and reasonableness.

Cost realism is an assessment of accuracy with which proposed costs represent the most probable cost of performance. Cost realism evaluation will be performed as part of the evaluation process:

- (a) To assess and verify the Offeror's understandings of the requirements;
- (b) To assess the degree to which the cost/price proposal accurately reflects the Offeror's understanding of the Statement of Work, as well as the risk that the Offeror will provide the supplies or services for the offered prices/cost; and
- (c) To assess the degree to which the cost included in the cost/price proposal accurately represents the Offeror's unique technical approach to implement the Contract.

No specific weight is assigned to the cost proposal evaluation. While the Technical criteria is more important than the cost, cost remains important as part of the Agency's best value analysis and verification of the Offeror's understanding of the requirements. In evaluating the cost portion of the proposal, the Government will include a minimum cost/price analysis to establish reasonableness of the Offeror's price, and a *targeted* cost realism analysis to determine what the Government should realistically expect to pay for the proposed effort, the Offeror's understanding of the work, and the Offeror's ability to perform the Contract. USAID/Peru Regional Office of Acquisition and Assistance (ROAA) will perform a targeted cost realism

analysis on every technically acceptable Offeror, in accordance with FAR 15.404-1. As direct labor is the principal cost driver of the contract, cost realism will be done only on an Offeror's direct labor. Adjustments from this analysis will be applied to other costs that are derived from direct labor (e.g. indirect costs).

[END SECTION M]"

10. Annex 1.

- 10.1 Item Annex 1. Delete *Tasks* from the title of the first column and replace it with "Deliverables."
- 10.2 Item Annex 1. Add "Deliverables categories included here are illustrative" in the first sentence.

[SEE CONTINUATION PAGES]

ATTACHMENT I

RFP 72052724R00005, Amendment One

Communications Support Platform

Questions and Answers

1. Is the offeror required to provide past work experience of the staff?

A1. Yes, the proposed personnel must demonstrate relevant experience and provide strong references for work performed. For additional information regarding the required experience and skills of key personnel, refer to Section F.3. of the document.

2. As a global company with prior experience in the region, do we need to register our Peruvian office with SAM, or can we use our Global Office registration?

A2. Local entity registration is required to be eligible for this activity. Sub-awards do not require SAM registration during proposal submission, but it will be necessary at the time of award.

All local entities bidding must be registered by Phase 2 of the proposal stage if they are deemed a successful applicant from Phase 1. Thus, we recommend starting the registration process at the time of Phase 1 application.

This solicitation is restricted to local entities, per USAID definition:

“Local entity means an individual, a corporation, a nonprofit organization, or another body of persons that--

*(b) For the purposes of this section, local entity means an individual, a corporation, a nonprofit organization, or another body of persons that-- (1) is legally organized under the laws of; (2) has as its principal place of business or operations in; and (3) is (A) majority owned by individuals who are citizens or lawful permanent residents of; and (B) managed by a governing body the majority of who are citizens or lawful permanent residents of; a country receiving assistance from funds appropriated under title III of this Act.” Local Competition Authority Pilot Program
(https://www.usaid.gov/sites/default/files/2023-09/302mbe_091123.pdf)*

3. Do we need to be signed up to SAM when submitting the proposal?

*A3. You need to be registered with SAM.gov at the time of your Phase Two proposal submission, see previous Q&A above #2. SAM registration process:
<https://sam.gov/content/entity-registration>.*

4. Regarding the expertise required, should it be based solely on experiences in Peru, or can we include our regional and local experiences?

A4. Previous experience can be either local or global; however, local experience holds particular significance as this activity will be conducted in Peru. This local knowledge is crucial for understanding the specific context and nuances of the region.

5. Is it possible to subcontract the Finance and Compliance Manager, or does it have to be in-house?

A5. If it is not feasible to hire an in-house Finance and Compliance Manager, subcontracting this role may be necessary. However, it is essential that the contractor demonstrates a willingness to learn and develop in-house expertise over time. This strategy will not only fulfill immediate compliance and financial management needs but also contribute to building internal capacity within the organization.

6. Does USAID have a preferred size (either in terms of number of personnel made available or contracting capacity, amount of awarded contracts in the past, minimum structure, etc.) of the entity that would ideally be awarded the contract? In other words, is there a minimum size we should be or have executed before being considered an appropriate entity? Or as you have explained, is it really not foreseeable to determine estimates?

A6. *It depends on whether an organization can demonstrate its ability to execute the required tasks within the activity budget and timeframe. USAID does not have a strict preference regarding the size of the entity in terms of personnel, contracting capacity, or past contract amounts. The key factor is the organization's capacity to effectively manage and deliver the activity's requirements, regardless of size.*

7. Is it a must to have a full-time Financial and Compliance Manager? Or can its tasks be performed by another member of the team?

A7. *The Financial and Compliance Manager is considered key personnel and is required for the activity. However, it does not need to be a full-time position, as long as the designated individual can adequately cover the tasks outlined in the solicitation.*

8. How much time will we have between Phase One and Phase Two?

A8. *The timeline between Phase One and Phase Two is dependent on the number of Concept Notes and PPP presentations we receive in Phase One. As such, we cannot determine the exact timeframe at this point.*

9. Can we use Tiktok for our proposal submission?

A9. *No, you cannot use TikTok for your proposal submission.*

10. Is consortium submission accepted?

A10. *The term "consortium" has a specific definition in US Government contracting. Offerors may enter into implementation alliances with other entities that add value to their approach or proposal. USAID will only enter into an award with a prime entity that will in turn manage any relationship they may have established with other entities for the purposes of this RFP.*

11. In item B.4, the line CLIN 0001 Core Platform Management – Cost Plus Fixed Fee - Is the planning of trips considered at this point?

A11. *A budget is not required in Phase One of this Solicitation. Budget preparation instructions for Phase Two can be found in section L.5.*

12. In item C.5 Tasks indicate that each service must be offered in English and Spanish. Are they referring to the materials, press releases and documents produced, since the activities must be carried out in Spanish or indigenous languages depending on

the audience to which they are addressed?

A12. Offerors must demonstrate the capacity to offer all section C services, report on such services and interact with USAID/Peru in both English and Spanish.

13. In item G.2 Contracting Officer's (CO) & authority states that it is the only person authorized to make or approve any changes in the requirements of the contract, and the contracting officer's representative (COR) is designated by the CO and will assume the technical direction of the contract. Will it be a single person who approves the products or will it be a USAID team depending on the issue being addressed?

A13. Yes, all expected deliverables must be submitted to the COR for review and acceptance. Only the COR, after consulting and evaluating with the USAID team of experts on the developed topic, will approve deliverables and products as delegated by the Contracting Officer. Please see Section E.2.

14. In item H.4 stated that the contractor agrees to procure Defense Base Act (DBA) insurance pursuant to the terms of the contract between USAID and USAID's DBA insurance. Could you explain it in more detail? Is SCTR insurance accepted for consultants involved in the project?

A14. DBA insurance or worker compensation is required for all persons employed under contracts and subcontracts financed by USAID. This only applies to employees. The only exception to this requirement occurs when the contractor or subcontractor has secured a waiver of DBA coverage - please see Section H.4.

15. Item I.4 mentions payments - Will a disbursement schedule be considered for

A15. In accordance with I.4 (a) USAID and the contractor will agree on a payment modality at the time of award signature. Yes, payments or disbursements may be made monthly if the contractor is performing monthly and submits deliverables on time.

the activities to be carried out? Will the disbursements be made monthly?

16. In item L.2 General Instructions to offerors, there are two phases. Is there a format for the presentation of the experience of the Project Director, the Finance and Compliance Manager and the key team for the execution of the consultancy?

A16. In Phase One, offerors are required to present their staffing plan in Section L.3.1(3). It states: "In this section, the offeror must present its key personnel, their experience (i.e. articles, successes organizing events, professional networks etc.) the role they will play in the structure presented in this section."

17. Is this considered a new requirement or a follow-on to an existing contract? If there is an incumbent, would you be able to share the vendor's name and the contract number so that I may identify it in FPDS?

A17. No, this is a new requirement.

18. For the proposal presentation, is any administrative document from the consulting firm required?

A18. All requirements are presented in Section L.3.2.

19. Regarding the consulting firm's experience, is there a minimum or maximum requirement to be included in the proposal?

A19. Please review section L.4

20. In the Phase One of the proposal, should the key team be presented?

A20. In Phase One, offerors are required to present their staffing plan in Section L.3.1(3). It states: "In this section, the offeror must present its key personnel, their experience (i.e. articles, successes organizing events, professional networks etc.) the role they will play in the structure presented in this section."

21. In the Phase One of the proposal, should the project's financial proposal be presented?

A21. A budget (financial proposal) is not required in Phase One of this Solicitation. Budget preparation instructions for Phase Two can be found in section L.5.

22. Could you provide more details on the expected frequency and complexity of the public outreach and communications activities that the Contractor will need to support?

A22. Communication support will be constant throughout the year. We will likely request the development of two 360-degree campaigns, which include offline (traditional) and online (social media) communication channels. Additionally, we will develop social media content for international days that are priorities for USAID, which are around 30 per year.

23. What are the specific metrics and KPIs that USAID will use to measure the success of the Communications Support Platform? How will the Contractor be evaluated and rewarded based on these metrics

A23. The metrics on social media include: increase in followers, reach, shared posts, engagement/likes, and comments.

24. What mechanisms will be in place to ensure that the Contractor has access to the necessary information and resources to effectively support USAID's communication needs?

A24. The contractor will have briefing meetings with the USAID Peru communications team for the development of any activity/campaign/material that we request to be developed. They will have access to relevant information that is necessary to know in advance to carry out their work. There will be follow-up meetings as needed for the development of proposals and the resolution of questions/doubts that may arise.

25. What are your main projects with the indigenous peoples of Peru? Could you please share some of them? Have you conducted campaigns on this issue? Are there any priority projects or issues that require more attention in the technical proposal?

A25. Some of the activities we have conducted focusing on indigenous communities can be found at this link on the USAID website. You may also check USAID Peru's social media accounts (Facebook, Instagram, X).

<https://www.usaid.gov/es/peru/environment/forests-climate/forest-alliance>

<https://www.usaid.gov/es/peru/environment/environmental-governance/amazon-indigenous-rights-resources>

<https://www.usaid.gov/es/peru/environment/environmental-governance/institutional-support-coica>

26. If you don't have the number of events/videos/photographs/content in general per yr: can you share with us the number in previous years as reference and is it possible to exceed the designated budget if it's necessary and well supported and previously approved?

A26. While USAID does not have predetermined numbers for specific content types per year, based on previous years' activities and estimates, USAID typically produced an average of 10 to 15 short videos annually (no longer than 2 minutes), and held approximately two large events along with 2 to 3 smaller events each year.

It's important to note that any budget increases or reallocations would need to be well-justified, aligned with the objectives of the activity, and go through proper approval processes.

27. KPIs for the quantity and quality of media coverage of USAID activities. How much did you make the last couple of years?

A27. *USAID ANSWER: We have not had a communications platform that supports the whole mission in previous years, therefore we do not have the metrics. We have had campaigns developed under the framework of some activities such as USAID Prevent. Please see:*

<https://preveniramazonia.pe/>

<https://www.usaid.gov/es/peru/environment/environmental-governance/prevent>

28. ¿La fase 2 se presenta SOLO si la organización es elegida dentro de los finalistas en la Fase 1?

A28. *Sí, solo los participantes seleccionados serán invitados a participar en la Fase 2.*

29. ¿Necesitamos hacerlas en los dos idiomas o solo hacer una versión en inglés?

A29. *El requerimiento está en inglés; sin embargo, tienes la flexibilidad de presentar tu Nota Conceptual en español e inglés (ambas versiones). Ten en cuenta que la presentación del PPP se llevará a cabo en inglés y que la propuesta de la Fase 2 debe ser presentada en inglés.*

30. ¿Además de los Costos Fijos definidos, otros costos que serán reembolsables después de la actividad, lo cual requeriría que la institución disponga de un fondo o presupuesto inicial para estos gastos? Asimismo, ¿el Método de Pago se basará en Avances con períodos no inferiores a 30 días, y estos fondos deben ser utilizados en las actividades antes de recibir el siguiente pago? Por último, ¿se contempla la posibilidad de que la empresa que haya ganado o pasado la primera fase pueda dialogar con el equipo técnico para acordar algunos detalles que permitan definir actividades previas y así incluirlas como parte de los costos fijos?

A30. *Consideramos viable tener conversaciones con las organizaciones que avancen a la siguiente fase si cinco instituciones avanzan, estamos dispuestos a mantener discusiones separadas con cada una, y confirmamos que el sistema de pagos anticipados se implementará en este contrato.*

Mediante Método de Pago basado en Avances no menos de 30 días, el cual debe ser gastado en las actividades antes de recibir el siguiente pago

Otro tema Alternativa aquella empresa que ganó o paso la primera fase, se converse o acordar con el equipo técnico para proporcionar algunos detalles para definir algunas

actividades previas y así sean parte de los costos fijos.

31. Si el contrato se basa en reembolsos, quiere decir que la institución postulante debe tener respaldo financiero para hacer los gastos. ¿Existe la posibilidad de tener un fijo para gastos operativos que no son personal fijo o de planta?

A31. El método de pago será en adelantos. Este tipo de financiamiento sigue reglas muy específicas - ver FAR 52.232-14. Les proporcionaremos más detalles sobre esos procedimientos en la última fase de este proceso.

32. Puesto que muchos productos serán "on demand". ¿Cómo se fija el límite de la atención de "service demands"?

A32. Dado que muchos productos serán 'on demand', es fundamental definir cómo funciona el sistema y cuáles son los límites en la atención a las 'demandas de servicio'. Establecemos lista de tarifas porque no es posible medir cada tipo de servicio de manera precisa. Este enfoque permitirá establecer límites claros y gestionar adecuadamente las demandas de servicio relacionadas con los productos 'on demand.'

33. Se puede considerar un equipo clave adicional al indicado en los TDR?

A33. Sí, se puede considerar a un miembro adicional del equipo clave más allá de lo indicado en los Términos de Referencia (TOR). Los oferentes deben presentar un Plan de Gestión y Personal detallado que demuestre su capacidad para gestionar y ejecutar las tareas descritas en la Declaración de Trabajo (SOW). Este plan debe incluir el personal clave, su experiencia y sus roles dentro de la estructura propuesta, junto con una estructura organizativa clara y roles y responsabilidades específicas para los puestos clave.

34. Tienen montos fijos para las categorías del presupuesto?

A34. La asignación de su presupuesto depende de usted y debe alinearse con las tareas y actividades que proponga. No hay montos fijos para las categorías presupuestarias, siempre que el presupuesto apoye adecuadamente la ejecución exitosa de la actividad.

35. ¿Qué zonas de la Costa, Sierra y Selva deberá cubrir el servicio de asesoría?

A35. El servicio deberá cubrir zonas de costa, sierra y selva en las que USAID está presente con sus actividades y/o donde quiere llegar con sus esfuerzos de comunicación.

36. En lo que se refiere a print materials ¿cuántos brochures, posters, flyers se deberán elaborar/imprimir al año?

A36. *No tenemos un número determinado de materiales impresos de comunicación que requerimos desarrollar y en algunos casos imprimir. Estamos trabajando en el plan anual que contemplará el desarrollo de iniciativas de comunicación que apoyarán los objetivos de desarrollo de nuestras actividades.*

37. ¿Cuántos posts por mes se deberán hacer para redes sociales? ¿Qué redes sociales se deberían considerar?

A37. *No tenemos un número determinado, pero trabajamos de manera constante en redes sociales para apoyar temas de desarrollo que son prioridades para USAID. En base a las prioridades que se establezcan anualmente requerimos el desarrollo de campañas online que consideren el uso de Facebook, Instagram, X y probablemente LinkedIn.*

38. ¿Cuántas printed publications se deberán realizar por mes /año?

A38. *Por el momento no disponemos de un número específico de materiales de comunicación que debamos desarrollar y en algunos casos imprimir de manera mensual o anual.*

39. ¿Qué cantidad de focus group / surveys se espera realizar por año?

A39. *No tenemos un número determinado, en base a necesidades de años anteriores podríamos requerir 2 a 3 estudios de mercado, que podría ser cualitativo (focus groups) o cuantitativo (encuestas) para obtener información de base, percepciones, insights sobre audiencias a las que queremos llegar.*

40. ¿Cuántos videos se deberán producir por mes/año?

A40. *No tenemos un número determinado, aún estamos desarrollando el plan anual de comunicaciones. En base a años anteriores probablemente sea un promedio de 10 a 15 por año. Son videos cortos. Idealmente no mayor a 2 minutos de duración. Algunos pueden usar animaciones, sobre todo si ayudan a establecer conceptos que son difíciles de comunicar de otra manera.*

41. ¿Qué cantidad de eventos por año habrá?

A41. *Por experiencia en años anteriores podrían ser dos eventos grandes y 2 o 3 eventos pequeños.*

42. Cuáles son los requisitos regulares del proceso de contratación en USAID que debe aplicar la entidad que presta el servicio para formar su equipo profesional, y si hay casos especiales.

A42. *Por favor, consulte la Sección F 3.*

43. Cómo aplica USAID el sistema “on demand”. Entiendo que este contempla un retainer fee para asegurar la disponibilidad inmediata de la empresa para prestar un servicio según se presente la demanda, y una vez esta se presenta, se aplica una tarifa predefinida y acordada por el servicio, hasta llegar a un tope también predefinido. Si tuviera un documento para usar como referencia o guía, por favor envíemelo.

A43. *Sí, su descripción de un servicio “on demand” es exacta. No tenemos un ejemplo específico, pero la mayoría de contratos BPA “blanket purchase agreements” están estructurados de esa manera.*

44. En qué consiste el firm-fixed-price (FFP) type contract. ¿me puede enviar un ejemplo?

A44. *El FFP (Firm-Fixed-Price) es una modalidad de contrato que contiene precio fijo (no sujeto a ningún ajuste) para proporcionar servicios predefinidos. Pueden encontrar más informaciones en FAR 16.202.*

45. Puede enviarme información (y ejemplo) de FAR-15 procedures.

A45. *La información sobre los procesos del FAR-15 se puede encontrar en Acquisition.gov [https://www.acquisition.gov/far/part-15#FAR_15_606\[1\]](https://www.acquisition.gov/far/part-15#FAR_15_606[1]). En resumen, cuyas reglas que rigen el diseño de los procesos de selección cubren la organización para la selección (§ 15.303); preparar y emitir solicitudes de propuestas y modificaciones de las mismas (§§ 15.203, 15.204, 15.205, 15.206, 15.209 y 15.304); intercambiar información con ofertas potenciales y reales (§§ 15.201, 15.306 y 15.307); presentar, recibir, tramitar, modificar y revisar propuestas (§§ 15.207 y 15.208); evaluar propuestas (§ 15.305); y tomar la decisión de selección (§ 15.308). FAR § 15.100 establece expresamente que describe solo algunos de los procesos y técnicas que las agencias pueden utilizar para realizar una selección de fuentes (source selection).*

46. ¿Si se trata de una ONG y no de una empresa privada, se contempla costo de overhead? ¿En qué porcentaje? El cálculo del porcentaje se basa en qué tipo de ítems/líneas y cuáles excluye?

A46. *Sí, organizaciones sin fines de lucro también pueden contemplar costo overhead - que son gastos administrativos y otros. No tenemos un porcentaje fijo que imponemos a nuestros socios. Las organizaciones pueden usar la tasa de [minimis de 10%](#) basado en el MTDC (Costos Directos Totales Modificados (MTDC por sus siglas en ingles, [CFR 200.1 Definitions](#)), según el capítulo 2 Code of Federal Regulations (CFR) 200, o entablar una tasa de costo indirecto con USAID, según las reglas en la guía "AN INDIRECT COST RATE GUIDE FOR NON---PROFIT ORGANIZATIONS".*

<https://www.usaid.gov/sites/default/files/2023-01/OCC-Guide-for-NonProfit-IndirectCostRate1-27-2023.pdf>.

47. Además del manual de marca y de diseño gráfico, ¿hay alguna otra información que pueda brindar Usaid sobre su operación en Perú para tomar como referencia del manejo actual de las comunicaciones? In addition to the brand and graphic design manual, is there any other information that USAID can provide about its operation in Peru to take as a reference for the current handling of communications?

A47. *Sí, pueden revisar la web de USAID, la sección de Perú, que muestra el trabajo que realiza la misión en el país así como en la región*

amazónica. <https://www.usaid.gov/peru> <https://www.usaid.gov/es/peru>

También pueden revisar las redes sociales de USAID

*Peru <https://www.facebook.com/usaid.peru> https://www.instagram.com/usaid_peru/
<https://twitter.com/USAIDPeru> <https://www.youtube.com/@USAIDPeruVideos/videos>*

48. ¿Es posible postular en consorcio? De ser el caso ¿Existen condiciones específicas? ¿Tendrían que estar todos los miembros del consorcio, basados en Perú?

A48. *USAID ANSWER: El término "consorcio" tiene una definición específica en la contratación del gobierno de los Estados Unidos. Sin embargo, los oferentes pueden establecer alianzas de implementación con otras entidades que agreguen valor a su enfoque o propuesta. USAID sólo celebrará un contrato con una entidad principal que a su vez gestionará cualquier relación que hayan establecido con otras entidades para los fines de esta Solicitud de Propuestas (RFP). Los subcontratistas no necesitan estar basados en Perú.*

49. En caso se contemplen subcontratos, ¿estos deben estar basados en Perú?

A49. *No, los subcontratistas no necesitan estar basados en Perú.*

50. ¿Existen otras condiciones específicas para las entidades subcontratadas?

A50. *La pregunta no es específica. Por favor revise el FAR 44 para saber más de las reglas que rigen los subcontratos. (<https://www.acquisition.gov/far/part-44>)*

51. Mi consulta era sobre KPIs. USAID tiene definidos algunos indicadores que permitan evaluar el éxito de las acciones de comunicación.

A51. *Las métricas en redes sociales: incremento de seguidores, alcance, posts compartidos, engagement/likes, comentarios positivos. Asimismo la recepción de la campaña por parte de influencers/líderes de opinión que se sumen a compartir el contenido. En medios tradicionales consideramos el alcance y frecuencia que logra la campaña en el grupo objetivo determinado, cobertura en medios sobre el tema, entrevistas, notas generadas, En el caso de campañas 360, haremos una evaluación posterior para ver los niveles de recordación, comprensión de mensaje.*

52. Que sería "collateral material production support" Ejemplos, por favor.

A52. *El Contratista diseñará, obtendrá, suministrará y distribuirá (si es necesario) materiales que contengan y cumplan con el logo/la identidad de USAID, asegurando que todos los materiales reflejen consistentemente la identidad y los objetivos de mensajería de USAID. Dichos materiales podrían ser polos, linternas, gorras, botellas, bolígrafos, pines, bolsas, mochilas y otros materiales promocionales (merchandising).*

ATTACHMENT II
RFP 72052724R00005
POST SOLICITATION CONFERENCE SUMMARY

Purpose: To clarify any questions any interested parties may have regarding RFP 72052724R00005 and how to properly submit a proposal.

A virtual meeting was held via Google Meets on September 10, 2024, from 10:00 to 11:30 AM. Thirty-six organizations expressed interest in participating before the conference, while more than 65 attended on the day of the event.

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:

- a. Restate the Government Requirement
- b. Provide Clarifications on the Contract Type
 - Hybrid: Firm Fixed Price (FFP) and Cost-Plus Fixed Fee (CPFF)
- c. Discuss Key Solicitation Considerations:
 - Respect all deadlines presented on the solicitation cover page
 - Restriction to local entities
 - How to Review Sections C, L, and M
 - Proposal Instruction on Phase One and Two
 - Cost Proposal Instruction
 - General Recommendations
- d. Carefully Review and Comply with, and Submit:
 - Section J/1
 - Sections K.2 (d), K.3 (c), K.5, K.8
- e. General Recommendations
 - Carefully Review the Instructions
 - Abide by the Dates on the Solicitation Cover Page
 - Use template
 - Proposal Submission in English
 - Check SAM.gov for Updates

A detailed breakdown is as follows:

Resumen de la Conferencia Posterior a la Publicación de la Convocatoria

Comentarios Iniciales:

La conferencia comenzó con una cálida bienvenida y un profundo agradecimiento por el interés de los participantes en el trabajo de USAID. Se destacó la importancia de la actividad, con el objetivo de proporcionar una comprensión clara de los objetivos de USAID y preparar a los participantes para presentar sus mejores propuestas.

Idioma y Participación:

La reunión se llevó a cabo en inglés y español. Los participantes clave incluyeron a Magali Ugarte, Ana Monzon, Noelia Gutierrez, Noriko Chatani y el Oficial de Contrato Andre-Guy Soh.

Consejos Prácticos:

Se proporcionó una agenda y se programó una sesión de preguntas y respuestas. Se informó a los participantes que todas las preguntas que no fueron respondidas se publicarán en SAM.gov en una fecha posterior.

Propósito de la Conferencia:

La conferencia tenía como objetivo aclarar y entender las perspectivas de los participantes y comunicar los elementos clave de la convocatoria. Se destacó que podrían ocurrir cambios en la convocatoria basados en la discusión y que las modificaciones a la convocatoria se publicarán en SAM.gov en una fecha posterior.

Preguntas y Respuestas

Se ha compilado el resumen de preguntas y respuestas, incluyendo las preguntas recibidas antes de la conferencia para evitar repeticiones. Todas las preguntas y respuestas están incluidas en el Attachment I.

[END OF POST SOLICITATION CONFERENCE SUMMARY]

ATTACHMENT III
REVISED VERSION OF THE ORIGINAL RFP
ADDITIONS HIGHLIGHTED IN YELLOW AND DELETIONS MARKED WITH STRIKETHROUGHS



CONFORMED 10/01/2024 JOSEPH TERRAZAS

Issue Date: August 23, 2024
Closing Date for Questions: September 10, 2024
Post Solicitation Conference: September 17, 2024, 10:00 a.m. (Peru time)
Closing Date for Receipt of Phase One: October 22, 2024, 5:00 p.m. (Peru time)

SUBJECT: Request for Proposals (RFP) No. 72052724R00005, USAID/Peru – Communications Support Platform

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 operating in Peru to provide rapid and flexible public outreach and communications services to USAID/Peru as described in Section C of this solicitation.

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

USAID anticipates awarding a hybrid contract made up of cost-reimbursable line items to cover travel and other cross platform services and as a firm-fixed-price (FFP) type contract covering pre-negotiated prices for categories of services contained in the Statement of Work. The Government contemplates one base year and three option years for a total estimated cost of US \$5,000,000.00.

This procurement will follow FAR 15 procedures. USAID intends to make an award without discussions to the responsible Offerors whose proposal offer the best value, considering both price and non-price factors.

Proposals must be submitted to USAID/Peru on or before the closing date and time stated above, to the email addresses designated in Section L for receipt of proposals. Late and incomplete proposals will not be accepted.

Any questions regarding the RFP requirements must be addressed through limasolicitations@usaid.gov copying the A&A Specialist Noriko Chatani via email at nchatani@usaid.gov no later than the submission deadline set forth above.

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ADDITIONS HIGHLIGHTED IN YELLOW AND DELETIONS MARKED WITH STRIKETHROUGHS
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

Offerors should express interest in participating in the post solicitation conference slated for September 17, 2024, at 10 am (Peru time). Additional virtual meeting details will be shared 48 hours before the conference.

Interest in participating in the post solicitation conference must be expressed via the above addresses at least two days before scheduled conference date.

Offerors should periodically check www.sam.gov for updates to this solicitation. 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 interest. We look forward to receiving and reviewing your proposals.

Sincerely,


Digitally signed
by CHONG HUN
PARK
Date: 2024.08.23
16:33:29 -05'00'

Chong Hun Park
Regional Contracting Officer/USAID/Peru

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PART 1 – THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICES

B.1 PURPOSE

The purpose of the Contract is to provide rapid and flexible public outreach and communication services to USAID/Peru.

B.2 CONTRACT TYPE

This is a hybrid contract made up of a Cost-Plus-Fixed Fee (CPFF) contract to cover travel and other cross platform services with Firm-Fixed Price (FPP), consistent with Federal Acquisition Regulations 16.202-2, covering pre-negotiated prices for all categories of services contained in the Statement of Work (SOW). For the consideration set forth in Section B, the Contractor must deliver the items as described in Section C and the Deliverables as described in Section F. The Period of Performance, inclusive of three options years, is 4 years. The Contract must not exceed a total price of US \$5,000,000.00.

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

- (a) The maximum total fixed price for this contract is TBD for the performance of work required hereunder and delivery of the Fixed-Fixed Price deliverable table is [\$TBD].
- (b) Within the estimated Cost Plus Fixed Fee specified 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) The amount currently obligated and available for disbursement for performance by the Contractor hereunder is [\$TBD].
- (d) Funds obligated hereunder are anticipated to be sufficient through [TBD]. USAID is not obligated to reimburse the Contractor for the expenditure of any amount in excess of the total obligated amount.
- (e) Pursuant FAR 52.232-22 (APRIL 1984) - Limitation of Funds, the Contractor must not exceed the aforesaid obligated amount, unless expressly authorized by the contracting officer.

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B.4 CONTRACT BUDGET

a) The following itemized budget sets forth the estimates for reimbursement of dollar costs for cost categories and the fixed fee.

b) The amounts in the above cost categories may not be adjusted without a written modification signed by the Contracting Officer. The Contractor must not bill any amounts against this contract in excess of the amounts specified for each line item.

The Contract budget is organized into the following:

CLIN	Services (description)	Base Year	Option 1	Option 2	Option 3	Total
0001	Core Platform Management - Cost Plus Fixed Fee NTE 25% of Total Contract Cost					
0002	Pre-negotiated Prices (for Categories of Services presented in C.5) – See pricing table (Annex 1)					
0003	Fixed Fee (CLIN 0001)					

B.5 INDIRECT COSTS

B.5.1. NEGOTIATED INDIRECT COST RATE (NICRA)

a) Pending establishment of revised provisional or final indirect cost rates, allowable indirect costs shall be reimbursed on the basis of the following negotiated provisional or predetermined rates and the appropriate bases.

Description	Rate	Base	Type	Period
TBD	%	1/	1/	1/

1/Base of Application

Type of Rate:

Period:

For Major Subcontractor(s):

Pending establishment of revised provisional or final indirect cost rates, allowable indirect costs will be reimbursed based on the following negotiated provisional or predetermined rates and the appropriate bases:

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Description	Rate	Base	Type	Period
TBD	%	1/	1/	1/

1/Base of Application:

Type of Rate: Predetermined

Period:

["Major Subcontractor" is a subcontractor that is performing 20% or more of the contract, or is deemed critical by the offeror in achieving the objectives and tasks in the contract.]

b) The Contractor will make no change in its established method of classifying or allocating indirect costs without the prior written approval of the Contracting Officer.

B.5.2. THE DE MINIMIS RATE

- Offerors who do not have a negotiated indirect cost rate (NICRA) may elect to use the de minimis rate of 10% of modified total direct cost (MDTC).
- Modified Total Direct Cost (MTDC) means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each subaward (regardless of the period of performance of the subawards under the award).

B.5.3. OTHER

Offerors may propose indirect cost rates other than the NICRA or the De Minimis, provided they are prepared in accordance with FAR 31.203 or use the direct cost allocation method as prescribed in 2 CFR 200.405 (d).

B.5.4. SUB-RECIPIENTS

Indirect cost rates between the prime and subrecipients must be established in accordance with 2 CFR 200.332(a)(4).

B.6 PAYMENT METHOD

Payment will be made in accordance with FAR Clause 52.232-1, Payments (APR 1984).

The Contractor may earn and be paid all or a portion of the total fee based on completed deliverables under this contract. Payment of the Contractor's fee is tied to the accomplishment of objectives, deliverables, or outputs described in Sections C and F.

Definite goals or targets must be achieved, and end products must be completed, delivered, and accepted by USAID during the period of performance and within the total estimated cost as a condition for payment of the entire fixed fee.

The Offerors must propose a fixed fee schedule tied to the objectives and deliverables or outcome for Government review and acceptance. The fixed fee schedule will become part of the contract

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upon award. Payment of fixed fee will be in accordance with FAR 52.216-8. [Illustrative Fee Table to be completed by the Offeror and incorporated into the award in accordance with Section L]:

Performance Objective/Deliverable/Outcome	Achievement Threshold/Delivery Schedule	Percentage of Fee	Fixed Fee (\$) Amount for Payment
Deliverables for Year 1	TBD by the contractor	TBD	TBD
Deliverables for Year 1	TBD	TBD	TBD
Deliverables for Year 1	TBD	TBD	TBD

Upon successful completion of a performance objective/deliverable/outcome, the Contractor must provide evidence of its achievement to the Contracting Officer’s Representative (COR) and the Contracting Officer (CO). Upon COR receipt and written acceptance, the Contractor must submit an invoice for the amount of the associated fee including evidence of completion of the deliverables for which fee is claimed. The total amount of fee payable upon completion of all contract requirements will be set at the time of award and does not vary with actual cost.

In the event of discontinuance of the work, both parties must – in accordance with FAR 52.249-6 “Termination (Cost Reimbursement) - redetermine the fixed fee equitably to reflect the reduction in the work actually performed. The amount by which such fee is less than, or exceeds, payments previously made on account of the fee must be paid to, or repaid by the Contractor, as applicable.

B.7 REIMBURSABLE COSTS

Costs allowable will be limited to reasonable, allocable, and necessary costs determined in accordance with FAR 31 (Contract Cost Principles and Procedures), FAR 52.216-7 Allowable Cost and Payment, FAR 52.216-8 Fixed Fee, FAR 52.232-20 Limitation of Cost, FAR 52.232-22, Limitation of Funds, if applicable, and AIDAR 752.7003 Documentation for Payment.

[END OF SECTION B]

SECTION C - DESCRIPTION / OBJECTIVES / SPECIFICATIONS

C.1 TITLE OF ACTIVITY

The title of this contract is “The Communications Support Platform.”

C.2 PURPOSE

USAID/Peru is establishing a national level contract to provide rapid and flexible public outreach and communications services.

These services will enable the USAID/Peru to design, organize, and execute public awareness events, campaigns, and outreach initiatives more effectively. The aim is to enhance the impact of USAID’s work in Peru by amplifying its visibility. Additionally, these efforts aim to increase awareness of development challenges and encourage support from the government, civil society, and private sector partners to collaboratively tackle these challenges alongside USAID.

C.3 GENERAL BACKGROUND AND COUNTRY CONTEXT

Peru's remarkable transformation over the past two decades has positioned it as a key player in South America and a significant ally to the United States. While poverty has decreased nationally to nearly 20%, Peru faces many challenges. Corruption and transnational criminal activities, particularly in remote Amazon regions, pose significant obstacles to Peru's development. The surge of Venezuelan migration to the country has added to the scope of socio-economic disparities, including xenophobia and human rights challenges. Environmental defenders and Indigenous Populations are being attacked by illegal activities while protecting the environment and preserving their way of life. Addressing these challenges aligns with key U.S. foreign policy objectives in Peru.

USAID/Peru works to create a more democratic, sustainable, inclusive, and prosperous region. USAID’s main areas of work in Peru include expanding economic growth, improving health and education outcomes, conserving biodiversity and addressing climate change, managing migration, tackling corruption, and promoting good governance, reducing gender-based violence, and other development objectives. The Communications Support Platform will serve a wide range of audiences, including the general public, local government agencies and authorities, and various stakeholders and beneficiaries of USAID activities in Peru.

C.4 PROGRAMMATIC OBJECTIVES

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The public outreach and communications services provided by the Contractor to USAID/Peru support the following objectives:

Objective 1: Improve the ability of USAID to carry out outreach and communications activities by providing crucial strategic, creative, technical, and logistical support.

Objective 2: Increase the understanding of USAID’s work in the country while also boosting awareness and affinity for the USAID brand.

Objective 3: Increase engagement with USAID among key and influential audiences; beneficiaries; implementing partners; indigenous, marginalized, and underserved populations; civil society; and other stakeholders.

Objective 4: Improve awareness of – and influence perceptions and attitudes toward – development challenges among target audiences.

Objective 5: Increase the quantity and quality of media coverage of USAID activities.

C.5 TASKS

Services are expected to be made available to USAID/Peru upon their request. USAID expects the Contractor to efficiently manage and execute multiple assignments simultaneously, adhering to established timelines. Each service must be offered in English and Spanish. The Contractor must have the ability to provide translation services for Indigenous languages and adapt communications to be accessible for persons with disabilities, as needed.

The Contractor will provide comprehensive logistical, creative, and technical support. This support will encompass a broad spectrum of tasks under the following service categories: marketing and communications, research and analytics, and event and media production.

Task demands will be tailored to meet specific programmatic needs and local requirements of USAID/Peru, aligned strategically with the country’s unique objectives.

Tasks include, but are not limited to:

C.5.1 Marketing and Communications

Communications Strategy Execution and Support: The Contractor will provide specialized support to USAID’s Development Outreach and Communications (DOC) team in the development of communications strategies and plans for a variety of actors, including other USAID awardees and program beneficiaries.

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Public Relations (PR): The Contractor will design and execute public relations campaigns that align with broader communication strategies. This will also include creating and disseminating press releases on behalf of USAID for events, statements, and announcements. The Contractor must maintain good relationships with the press on behalf of USAID, facilitating media engagement for events, announcements, and press conferences. The contractor will work with the DOC team to place USAID mission stories in local media (radio, TV, digital, and print) to garner attention and raise awareness about USAID’s work.

Graphic Design: The Contractor will provide comprehensive graphic design services tailored to enhance USAID’s visibility and impact across multiple platforms. This will comprise of the creation and design of a wide array of digital and print materials, including but not limited to:

- Branding and identity development for events
- Design and production of high-resolution materials
 - Print materials: brochures, posters, flyers, banners, business cards, briefing materials, etc.
 - Digital materials: social media content, websites, e-books, etc.
- Infographics and visuals that succinctly convey complex information and data
- Website design elements
- Presentation design (i.e. Google slides, Microsoft PowerPoint, etc.)
- Video and animation production
- Photographic content

Social Media: The Contractor will create and propose a comprehensive social media strategy, inclusive of specific targeted campaigns that leverage free and paid advertising channels. USAID will manage social media accounts directly. Contractor responsibilities will include:

- Social media strategy development, including content strategy, content creation, dissemination, supervision, and analysis, tailored to each social media platform
- Planning and executing paid media spots
- Provide monthly reporting of USAIDs social media performance (i.e. content reach, audience demographics and growth, content efficiency, recommendations)

Search Engine Optimization (SEO): The Contractor will provide SEO services to optimize the digital presence of USAID’s social media outlets, posts, tweets, and websites within search engines, with the aim to enhance the visibility and accessibility of USAIDs digital content.

Writing, Publications, and Media Support: The Contractor will deliver high-quality, engaging content suitable for a variety of formats, both digital and print, for distribution in high traffic outlets. This includes content writing, speechwriting services (including but not limited to drafting, editing, and revising speeches), design and diagramming, editing and proofreading, and publication management. All publication submissions must be preauthorized by USAID.

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Writing and Text Editing Capabilities: The Contractor will provide comprehensive content development services, including copy editing, content editing, and subject matter expert editing. Services will be available on an as needed, on demand basis in both English and Spanish. The Contractor will provide content for newsletters, online bulletins, and other documents as requested, ensuring alignment with The Chicago Manual of Style (or another standard as directed).

Collateral Material Production Support: The Contractor will design, source, supply, and distribute branded and marked USAID materials, ensuring that all materials consistently reflect USAID's identity and messaging objectives. Such materials include clothing, flashlights, hats, bottles, pens, pins, bags, backpacks, business cards, and other promotional materials.

Crisis Communications: The Contractor will develop and implement mitigation plans, protocols, and responses to events, threats, and crises – including misinformation campaigns – that could harm USAID's reputation.

C.5.2 Research and Analytics

Market Research, Data Gathering, Analysis, and Reporting: The Contractor will be tasked with a broad range of responsibilities designed to gather insights, measure impact, and guide strategic decision making. These include, but are not limited to:

- Focus group organization and management
- Data and metrics collection
- Design and conduct studies
- Analyze/audit the effectiveness of current communication activities
- Conduct qualitative and quantitative market research
- Targeted evaluations on specific topics or areas of interest

Public Opinion Gathering: The Contractor will employ a variety of methods to capture sentiment, perceptions, and feedback of the public and specific stakeholder groups. This includes, but is not limited to:

- Designing and conducting surveys
- Polling
- Focus group facilitation and social listening

Media Analytical Support: The Contractor will utilize a range of analytical tools and methodologies to assess traditional and digital social media content, audience engagement, channel segmentation, and brand audits to generate actionable insights on public sentiments and perceptions, including identifying thematic messages, mitigate misinformation, and assess influence.

C.5.3 Events and Media Production

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Event Planning: The Contractor is responsible for the organization and execution of both in-person and virtual events, such as campaign events and other related activities. Responsibilities include, but are not limited to:

- Venue and virtual platform selection and management (including live/Wi-Fi/streaming/zoom/etc. connectivity)
- Logistics coordination, including venue set up, technology support, translation (including simultaneous translation)
- Creation of engaging backdrops and staging
- Management of event logistics such as protocol support, designing and delivering invitations, managing RSVPs (domestic and international), note taking, coverage (provision of supplemental staffing), catering, decor, travel and logistics for invitees, and facilitation as required

Translation and Interpretation: The Contractor will provide a wide range of translation and interpretation services, including simultaneous translation (and necessary equipment), across various languages (English, Spanish, Indigenous languages) and sign language. These services must be available on demand, especially for requests with short notice and with quick turnaround times.

Media Allocations: The Contractor will plan, purchase, execute, coordinate, and manage media allocations across various channels, including radio, TV, social media, billboards (outdoor and out of house advertising), press, magazines, and digital media.

Videography Services: The Contractor will provide videography services as needed across all communication materials. This includes, but is not limited to:

- Event filming, including drone footage when applicable
- Pre- and post-production processes and products
- Creation of short and medium length videos, video-books, animations, etc.
- Video editing of various content
- Captioning services (subtitles, closed captioning, and/or text inclusion)
- Sourcing of stock video footage as needed

Photography Services: The Contractor will provide a broad range of photography services, including, but not limited to:

- Coverage for events and other activities
- Pre- and post-production processes and products
- Captioning services (subtitles, closed captioning, and/or text inclusion)
- Management of photo releases and permissions
- Source stock photography, with appropriate licenses and rights for USAID use, from libraries such as Shutterstock and Getty Images
- Cataloging and file organization

[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" at <https://www.usaid.gov/about-us/agency-policy/series-300/320> and USAID "Standard Graphic Manual" available at <http://www.usaid.gov/branding/gsm> 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 BRANDING IMPLEMENTATION AND MARKING PLAN

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The final approved Branding Implementation and Marking Plan will be incorporated in this Contract as an Attachment.

D.4 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,” with the same force and effects as if they were given in full text. 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	Date
52.246-4	Inspection Of Services-Fixed Price	(AUG 1996)
52.246-5	Inspection of Services – Cost-Reimbursement	(APR 1984)

E.2 INSPECTION AND ACCEPTANCE

USAID inspection and acceptance of services, reports and other required deliverables or outputs 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.

[END OF SECTION E]

SECTION F - DELIVERIES OR PERFORMANCE

F.1 PERIOD OF PERFORMANCE

The estimated period of performance is initially one year, with the option to extend for up to three additional one-year periods, totaling four years.

The period of performance is as follows:

1. BASE YEAR: from **TBD** to **TBD**
2. OPTION YEAR 1: from **TBD** to **TBD**
3. OPTION YEAR 2: from **TBD** to **TBD**
4. OPTION YEAR 3: from **TBD** to **TBD**

F.2 PLACE OF PERFORMANCE

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

F.3 KEY PERSONNEL

F.3.1 Key Personnel

The following positions are designated as Key Personnel for this contract:

Title	Name
Project Director	[TBD]
Finance and Compliance Manager	[TBD]

The individuals specified above are considered to be essential to the work performed under this contract. Prior to replacing the specified individuals, the Contractor must immediately notify both the Contracting Officer (CO) and the Contracting Officer's Representative (COR) reasonably in advance and must submit written justification (including proposed substitution) in sufficient detail to permit evaluation of the impact on the contract. No replacement of Key Personnel may be made by the Contractor without written consent of the Contracting Officer.

F.3.2 Key Personnel Requirements

The following are the requirements for the Key Personnel under this contract:

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Project Director (PD)

The Project Director (PD) is the principal liaison between USAID and the Contractor and will provide vision, technical direction, leadership, and oversight of contract activities. The PD must be the direct contact for solutions, as well as the individual bearing primary responsibility for technical aspects of contract performance, personnel recruitment, reporting, and other contract oversight and management requirements. A full-time PD is expected to be assigned to administer the Contract, and the PD must be “on-call” (available afterhours in cases of emergencies), and they must be prepared and able to respond to USAID quickly. The PD is expected to be based in Peru, unless a compelling reason is presented to, and approved by, USAID.

Specifically, the PD will:

- Respond to requests and work collaboratively and often with USAID/Peru, field project managers, technical officers, and Contracting Officers.
- Meet and consult regularly with the USAID/Peru, Contracting Officer Representative (COR), Contracting Officer (CO), and Development Outreach & Communications (DOC) team.
- Develop and execute outreach and communications strategies for requests under the contract.
- Ensure the strategies are aligned with USAID’s overarching communications strategies.
- Ensure that the project activities are of high quality and adhere to USAID’s policies and procedures on branding and marking.
- Oversee activities from inception through completion, within expected timelines.
- Monitor and evaluate the effectiveness and efficiency of the activities and ensure the activities implemented meet the goals and objectives of the contract.
- Report to USAID’s COR and CO in accordance with USAID reporting requirements.
- Ensure quality and control methods are applied in a consistent and transparent manner for all contracted tasks and functions.
- Maintain awareness of and ensure all materials and products are in line with USAID’s Automated Directives System (ADS) 320 Branding and Marking requirement.
- Ensure all Contractor staff, consultants, and subcontractors are familiar with USAID Mission websites, social media platforms, and portfolio of projects, as well as USAID Graphic Standards Manual and Partner Co-Branding Guide.

The minimum qualifications for this position are:

- Proven knowledge of designing, planning, and implementing integrated media and public relations campaigns, digital marketing, quantitative and qualitative market research, and event organizing.
- ~~• Experience in project management and expertise in outreach and communications.~~
- ~~• Experience in designing and executing outreach and communications strategies and campaigns.~~
- At least 8 years of experience in both project management and outreach and

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communications, with a focus on designing and executing effective communications strategies and campaigns.

- A Bachelor's Degree in a relevant field – such as International Relations, Public Administration, Business Administration, Communications, or Project Management – is required.
- Experience working for private sector companies, developing communication campaigns from conception to implementation (including online and offline media buying)
- Experience working with market research firms and event planning teams.
- Fluency in English and Spanish

Preferred but not required qualifications:

- Experience with national government or non-governmental organizations, U.S. Government agencies, international donors, or other multilateral agencies.
- Demonstrated senior-level leadership (e.g., Chief of Party, Project Director, or Deputy Director) to programs of similar magnitude and complexity.

Finance and Compliance Manager

The Finance and Compliance Director (FCM) will be responsible for managing internal operations related to USAID activities, including personnel and financial administration. They will ensure efficient operation by performing clerical tasks and overseeing various projects.

Specifically, the FCM will:

- Oversee and manage all aspects of financial administration, including bookkeeping, conducting audits, managing accounting processes, and handling accounts receivable to ensure financial integrity and solvency.
- Support the Project Director with administrative tasks as needed.
- Ensure compliance with USAID regulations and organizational policies in all administrative and financial processes.
- Prepare regular reports on financial status, project progress, and personnel matters.

The qualifications for this position are:

- Experience in managing financial and administrative functions.
- Strong organizational and leadership capabilities.
- Excellent communication and interpersonal skills.
- Knowledge of financial and administrative software.
- Familiarity with USAID regulations is an asset.
- A Bachelor's Degree in a relevant field – such as Accounting, Finance, Business Administration, Project Administration – is required.
- A minimum of 8 years of professional experience in financial management, compliance, and administrative functions is essential.

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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.4 DELIVERABLES AND REPORTS

All deliverables that result from a USAID Mission request are the property of USAID and as such must be delivered to the COR upon finalization. Deliverables may include, but are not limited to:

- a) Press Releases
- b) Media kits
- c) Video and animation footage and products
- d) Photographic content
- e) Social media content
- f) Website content
- g) Newsletters
- h) Publications
- i) Event planning materials
- j) Print materials such as brochures, posters, flyers, banners, business cards, briefing materials, etc.
- k) USAID branded promotional materials
- l) Reports from research and analytics
- m) Search Engine Optimization (SEO) analytics
- n) Quarterly financial reports
- o) Media reports (metrics on content reach, audience engagement, content efficiency, traffic measurements, trending tags, thematic messages, and misinformation) as needed

The following reporting is required under this contract:

- **Annual Report:** A report must be prepared and submitted to the COR at the end of each contract year that provides a detailed overview of actions performed under this contract, including, but not limited to a summary of Mission activities during the life of the contract and annual financial reporting. **This report must be submitted to the COR no later than 45 calendar days after the end of the Contract year.**

F.5 CONTRACT PERFORMANCE MONITORING APPROACH

The Contractor must maintain clear and frequent communication channels with the CO and the COR. The CO and the COR will provide continuous monitoring of contract performance, including

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periodic and ad-hoc oversight meetings. At a minimum, the Contract PD and the COR must be present at these meetings, along with other members of the Contractor and subcontractor management team, as needed. Presentations of reports, data, and solutions to gaps may be requested. The format of these meetings may be:

- 1) in person;
- 2) via video conference;
- 3) via teleconference; or
- 4) via another acceptable method.

[END OF SECTION F]

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 ADMINISTRATIVE CONTRACTING OFFICE:

(a) The Administrative Contracting Office is:

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

(b) The Contractor will submit any questions concerning the administration of this contract to the Contracting Officer through the COR unless a situation warrants urgent attention, or the COR is indisposed.

(c) The Contractor assumes the sole responsibility to inform the Contracting Officer of any requests that will affect any and all sections of the contract.

G.2 CONTRACTING OFFICER'S & 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.

G.3 CONTRACTING OFFICER REPRESENTATIVE (COR)

The Contracting Officer's Representative for this contract will be appointed by the Contracting Officer prior to the time of award and designated here. The Contractor will be provided a copy

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of the COR designation letter. The COR operates from USAID/Peru. The Alternate COR will only act during the absence of the COR.

Name:
Title:
E-mail:
Phone:
[TO BEN INSERTED AT AWARD]

G.4 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.

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- 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 the 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.

G.5 PAYMENT OFFICE

The paying office for this Contract is:

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

Email: lvouchers@usaid.gov

G.6 ACCOUNTING AND APPROPRIATION DATA

[To be determined at award]

[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

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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.

(END OF PROVISION)

H.2. 302.3.5.19 USAID-FINANCED THIRD-PARTY WEB SITES (November 2017)

(a) Definitions:

“Third-party web sites”

Sites hosted on 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."

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- (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>

(END OF PROVISION)

H.3. SUBMISSION OF DATASETS TO THE DEVELOPMENT DATA LIBRARY (DDL) (OCTOBER 2014)

(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

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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.

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

- (3) The Contractor must submit the Datasets following the submission instructions and acceptable formats found at www.usaid.gov/data.
- (4) The Contractor must ensure that any Dataset submitted to the DDL does not contain any proprietary or personally identifiable information, such as social security numbers, home addresses, and dates of birth. Such information must be removed prior to submission.
- (5) The Contractor must not submit classified data to the DDL.

(END OF PROVISION)

H.4. AAPD 22-01, REVISION 2, DEFENSE BASE ACT (DBA) INSURANCE (MAY 2024)

Worker's Compensation Insurance (Defense Base Act) (DEC 1991) [(DEVIATION JUN 2022)]

Class Deviation No. M-OAA-DEV-AIDAR-24-06c

In addition to the requirements specified in (48 CFR) FAR 52.228-3, the Contractor agrees to the following:

- (a) The Contractor agrees to procure Defense Base Act (DBA) insurance pursuant to the terms of the contract between USAID and USAID's DBA insurance carrier unless the Contractor has a DBA self insurance program approved by the Department of Labor or has an approved retrospective rating agreement for DBA. **The rates and contact information for USAID's DBA insurance carrier are published in an Acquisition & Assistance Policy Directive found on USAID's website: <https://www.usaid.gov/partner-with-us/resources-for-partners>. Alternatively, the Contractor can request the rates and contact information from the**

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Contracting Officer.

- (b) If USAID or the Contractor has secured a waiver of DBA coverage (see (48 CFR) AIDAR 728.305-70(a)) for Contractor's employees who are not citizens of, residents of, or hired in the United States, the Contractor agrees to provide such employees with worker's compensation benefits as required by the laws of the country in which the employees are working, or by the laws of the employee's native country, whichever offers greater benefits.
- (c) The Contractor further agrees to insert in all subcontracts hereunder to which the DBA is applicable, a clause similar to this clause, including this sentence, imposing on all subcontractors a like requirement to provide overseas **worker's** compensation insurance coverage and obtain DBA coverage under the USAID requirements contract.

H.5. AAPD NO. 16-02, REVISION 5, CLAUSES AND SPECIAL CONTRACT NONEXPENDABLE PROPERTY PURCHASES AND INFORMATION TECHNOLOGY RESOURCES

Restrictions Against Disclosure (MAY 2016)

(DEVIATION NO. M-OAA-DEV-AIDAR-24-05c)

- (a) The Contractor agrees, in the performance of this contract, to keep the information furnished by the Government or acquired/developed by the Contractor in performance of the contract and designated by the Contracting Officer or Contracting Officer's Representative, in the strictest confidence. The Contractor also agrees not to publish or otherwise divulge such information, in whole or in part, in any manner or form, nor to authorize or permit others to do so, taking such reasonable measures as are necessary to restrict access to such information while in the Contractor's possession, to those employees needing such information to perform the work described herein, i.e., on a "need-to-know" basis. The Contractor agrees to immediately notify the Contracting Officer in writing in the event that the Contractor determines or has reason to suspect a breach of this requirement has occurred.
- (b) All Contractor staff working on any of the described tasks may, at Government request, be required to sign formal non-disclosure and/or conflict of interest agreements to guarantee the protection and integrity of Government information and documents.
- (c) The Contractor shall insert the substance of this special contract requirement, including this paragraph (c), in all subcontracts when requiring a restriction on the release of

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information developed or obtained in connection with performance of the contract.

(End)

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

H.6. 752.231-2 CONFERENCE PLANNING AND REQUIRED APPROVAL (JUL 2023)

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

Conference means a seminar, meeting, retreat, symposium, workshop, training activity or other such event that is funded in whole or in part by USAID.

Net conference expense means the total conference expenses excluding: any fees or revenue received by the Agency through the conference, costs to ensure the safety of attending governmental officials, and salary of USAID employees and USAID personal services contractors.

Personal Services Contractor (PSC) means any individual who is awarded a personal services contract in accordance with AIDAR appendix D or J of this chapter.

Temporary duty (TDY) travel means official travel at least fifty (50) miles from both the traveler's home and duty station for a period exceeding twelve (12) hours.

USAID employee means a USAID direct-hire employee or a direct-hire Federal employee from another U.S. government agency detailed to USAID.

(e) *Prior approval.* Unless an exception in paragraph (c) applies, the Contractor must obtain prior written approval from the Contracting Officer at least 30 days prior to committing costs, for the following:

(1) A conference funded in whole or in part by USAID when ten (10) or more USAID employees or Personal Services Contractors are required to travel on temporary duty status to attend the conference; or

(2) A conference funded in whole or in part by USAID and attended by USAID employees or USAID Personal Services Contractors, when the net conference expense funded by USAID is expected to exceed \$100,000, regardless of the number of USAID participants.

(f) *Exceptions.* Prior USAID approval is not required for the following:

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(1) Co-creation conferences to facilitate the design of programs or procurements.

(2) Events funded and scheduled by the Center for Professional Development within the USAID Office of Human Capital and Talent Management.

(3) A single course presented by an instructor conducted at a U.S. Government training facility (including the Washington Learning Center or other USAID training facilities), a commercial training facility, or other venue if a U.S. Government training facility is not available.

(4) Conferences conducted at a U.S. Government facility or other venue not paid directly or indirectly by USAID, when travel of USAID employees or USAID Personal Services Contractors, light refreshments and, if applicable, costs associated with participation of the Contractor's staff are the only direct costs associated with the event.

(g) *Allowability of cost.* Costs associated with a conference that meet the criteria above, incurred without USAID prior written approval, are unallowable.

(h) *Post-award.* Conferences approved at the time of award will be incorporated into the contract. The Contractor must submit subsequent requests for approval of conferences on a case-by-case basis, or requests for multiple conferences may be submitted at one time.

(i) *Documentation.* Requests for approval of a conference that meets the criteria in paragraphs (b) of this clause must include:

(1) A brief summary of the proposed event;

(2) A justification for the conference and alternatives considered, *e.g.*, teleconferencing and video-conferencing;

(3) The estimated budget by line item (*e.g.*, travel and per diem, venue, facilitators, meals, equipment, printing, access fees, ground transportation);

(4) A list of USAID employees or PSCs attending and a justification for each, and the number of other USAID-funded participants (*e.g.*, Contractor personnel);

(5) A cost comparison for at least three potential venues (including a U.S. Government owned or leased facility) and a justification if the lowest cost facility is not selected;

(6) If meals will be provided to local USAID employees or PSCs (a local employee would not be in travel status), a statement on whether the meals are a necessary expense to support the conference objectives; and

(7) A statement signed by an employee of the Contractor with authority to bind the Contractor, confirming that strict fiscal responsibility has been exercised in making decisions

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regarding conference expenditures, the proposed costs are comprehensive and represent the

greatest cost advantage to the U.S. Government, and that the proposed conference representation has been limited to the minimum number necessary to support the conference objectives.

(End of clause)

[END OF SECTION H]

PART II – CONTRACT CLAUSES

SECTION I - CONTRACT CLAUSES

I.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR 52.252-2 and AIDAR 752.252-2 “CLAUSES INCORPORATED BY REFERENCE,” with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address:

<https://www.acquisition.gov/far/part-52>.

Electronic access to the full text of the clauses is provided through the Citation Number.

FEDERAL ACQUISITION REGULATION (FAR)

NUMBER	TITLE	DATE
52.202-1	Definitions	(JUN 2020)
52.203-3	Gratuities	(APR 1984)
52.203-5	Covenant Against Contingent Fees	(MAY 2014)
52.203-6	Restrictions on Subcontractor Sales to the Government	(JUN 2020)
52.203-6	Alternate I	(NOV 2021)
52.203-7	Anti-Kickback Procedures	(JUN 2020)
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	(MAY 2014)
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	(MAY 2014)
52.203-12	Limitation on Payments to Influence Certain Federal Transactions	(JUN 2020)
52.203-13	Contractor Code of Business Ethics and Conduct	(NOV 2021)
52.203-14	Display of Hotline Poster(s)	(NOV 2021)
52.203-15	Limitation on Payments to Influence Certain Federal Transactions	(JUN 2020)

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52.203-16	Preventing Personal Conflicts of Interest	(JUN 2020)
52.203-17	Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights	(JUN 2020)
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements	(JAN 2017)
52.204-1	Approval of Contract	(DEC 1989)
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	(JUN 2020)
52.204-13	System for Award Management Maintenance	(OCT 2018)
52.204-14	Service Contract Reporting Requirements	(OCT 2016)
52.204-18	Commercial and Government Entity Code Maintenance	(AUG 2020)
52.204-19	Incorporation by Reference of Representations and Certifications	(DEC 2014)
52.204-21	Basic Safeguarding of Covered Contractor Information Systems	(NOV 2021)
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)
52.204-27	Prohibition on a ByteDance-Covered Application	(JUN 2023)
52.207-5	Option to Purchase Equipment	(FEB 1995)
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	(NOV 2021)
52.209-7	Information Regarding Responsibility Matters	(OCT 2018)

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<u>52.209-9</u>	Updates of Publicly Available Information Regarding Responsibility Matters	(OCT 2018)
<u>52.209-10</u>	Prohibition on Contracting with Inverted Domestic Corporations	(NOV 2015)
<u>52.210-1</u>	Market Research	(NOV 2021)
<u>52.215-2</u>	Audit and Records – Negotiation	(JUN 2020)
<u>52.215-8</u>	Order of Precedence-Uniform Contract Format	(OCT 1997)
<u>52.215-23</u>	Limitations on Pass-Through Charges	(JUN 2020)
<u>52.216-7</u>	Allowable Cost and Payment	(AUG 2018)
<u>52.216-8</u>	Fixed Fee	(JUN 2011)
<u>52.216-25</u>	Contract Definitization	(OCT 2010)
<u>52.217-2</u>	Cancellation Under Multi-year Contracts	(OCT 1997)
<u>52.222-2</u>	Payment for Overtime Premiums	(JUL 1990)
<u>52.222-26</u>	Equal Opportunity	(SEP 2016)
<u>52.222-26</u>	Equal Opportunity (Alternate)	(SEP 2016)
<u>52.222-50</u>	Combating Trafficking in Persons	(NOV 2021)
<u>52.225-13</u>	Restrictions on Certain Foreign Purchases	(FEB 2021)
<u>52.225-14</u>	Inconsistency between English Version and Translation of Contract	(FEB 2000)
<u>52.225-25</u>	Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran Representation and Certifications	(JUN 2020)
<u>52.226-8</u>	Encouraging Contractor Policies to Ban Text Messaging While Driving	(MAY 2024)

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52.227-19	Commercial Computer Software License	(DEC 2007)
52.228-3	Workers' Compensation Insurance (Defense Base Act)	(JUL 2014)
52.229-6	Taxes-Foreign Fixed-Price Contracts	(FEB 2013)
52.229-8	Taxes-Foreign Cost Reimbursement Contracts	(MAR 1990)
52.229-11	Tax on Certain Foreign Procurements' Notice and Representation	(JUN 2020)
52.229-12	Tax on Certain Foreign Procurements	(FEB 2021)
52.232-1	Payments	(APR 1984)
52.232-11	Extras	(APR 1984)
52.232-12	Advanced Payments	(May 2001)
52.232-17	Interest	(MAY 2014)
52.232-18	Availability of Funds	(APR 1984)
52.232-25	Prompt Payment	(JAN 2017)
52.232-33	Payment by Electronic Funds Transfer-System for Award Management	(JAN 2017)
52.232.39	Unenforceability of Unauthorized Obligations	(JUN 2023)
52.232.40	Providing Accelerated Payments to Small Business Subcontractors	(MAR 2023)
52.233-1	Disputes	(May 2014)
52.233-3	Protest After Award	(AUG 1996)
52.233-4	Applicable Law for Breach of Contract Claim	(OCT 2004)
52.242-1	Notice of Intent to Disallow Cost	(APR 1984)
52.242-3	Penalties for Unallowable Costs	(DEC 2022)
52.242-13	Bankruptcy	(JUL 1995)
52.243-2	Changes-Cost-Reimbursement (Alternate I)	(AUG 1987)
52.244-2	Subcontracts	(JUN 2020)
52.244-6	Subcontracts for Commercial Products and Commercial Services	(SEP 2023)
52.246-25	Limitation of Liability-Services	(FEB 1997)
52.249-2	Termination for Convenience of the Government (Fixed-Price)	(APR 2012)
52.249-6	Termination (Cost-Reimbursement)	(MAY 2004)
52.249-8	Default (Fixed-Price Supply and Service)	(APR 1984)

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USAID ACQUISITION REGULATION (AIDAR)

NUMBER	TITLE	DATE
752.202-1	Definitions	(JAN 1990)
752.204-2	Security Requirements	(FEB 1999)
752.209-71	Organizational Conflicts of Interest Discovered After Award	(JUN 1993)
752.211-70	Language and Measurement	(JUN 1992)
752.222-70	USAID Disability Policy	(DEC 2004)
752.222-71	Nondiscrimination	(MAY 2024)
752.225-70	Source and Nationality Requirements	(FEB 2012)
752.227-14	Rights in Data – general	(OCT 2007)
752.228-3	Worker’s Compensation Insurance (Defense Base Act)	(DEC 1991)
752.228-7	Insurance – Liability to Third Persons	(JUL 1997)
752.228-70	Medical Evacuation (MEDEVAC) Services	(JUL 2007)
752.229-71	Reporting on Foreign Taxes	(JUL 2023)
752.7001	Biographical Data	(JUL 1997)
752.7002	Travel and Transportation	(JAN 1990)
752.7004	Emergency Locator Information	(JUL 1997)
752.7005	Submission Requirements for Development Experience Documents	(SEP 2013)
752.7006	Notices	(APR 1984)
752.7007	Personnel Compensation	(JUL 2007)
752.7008	Use of Government Facilities or Personnel	(APR 1984)
752.7009	Marking	(JAN 1993)
752.7010	Conversion of U.S. Dollars to Local Currency	(APR 1984)
752.7013	Contractor-Mission Relationships	(OCT 1989)
752.7025	Approvals	(APR 1984)
752.7027	Personnel	(DEC 1990)
752.7031	Leave and Holidays	(OCT 1989)
752.7032	International Travel Approval and Notification Requirements	(APR 2014)
752.7034	Acknowledgement and Disclaimer	(DEC 1991)
752.7035	Public Notices	(DEC 1991)

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752.7036	USAID Implementing Partner Notices (IPN) Portal for Acquisition	(JUL 2014)
752.7037	Child Safeguarding Standards	(AUG 2016)
752.7038	Nondiscrimination Against End-Users of Supplies or Services	(OCT 2016)

I.2 52.211-11 LIQUIDATED DAMAGES-SUPPLIES, SERVICES, OR RESEARCH AND DEVELOPMENT (SEP 2000)

- (a) If the Contractor fails to deliver the supplies or perform the services within the time specified in this contract, the Contractor shall, in place of actual damages, pay to the Government liquidated damages of \$ _____ per calendar day of delay [*Contracting Officer insert amount*].
- (b) If the Government terminates this contract in whole or in part under the Default-Fixed-Price Supply and Service clause, the Contractor is liable for liquidated damages accruing until the Government reasonably obtains delivery or performance of similar supplies or services. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.
- (c) The Contractor will not be charged with liquidated damages when the delay in delivery or performance is beyond the control and without the fault or negligence of the Contractor as defined in the Default-Fixed-Price Supply and Service clause in this contract.

(End of clause)

I.3 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

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

(End of clause)

I.4 52.232-32 PERFORMANCE-BASED PAYMENTS (APR 2012)

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- (a) *Amount of payments and limitations on payments.* Subject to such other limitations and conditions as are specified in this contract and this clause, the amount of payments and limitations on payments shall be specified in the contract's description of the basis for payment.
- (b) *Contractor request for performance-based payment.* The Contractor may submit requests for payment of performance-based payments not more frequently than monthly, in a form and manner acceptable to the Contracting Officer. Unless otherwise authorized by the Contracting Officer, all performance-based payments in any period for which payment is being requested shall be included in a single request, appropriately itemized and totaled. The Contractor's request shall contain the information and certification detailed in paragraphs (l) and (m) of this clause.
- (c) Approval and payment of requests.
- (1) The Contractor shall not be entitled to payment of a request for performance-based payment prior to successful accomplishment of the event or performance criterion for which payment is requested. The Contracting Officer shall determine whether the event or performance criterion for which payment is requested has been successfully accomplished in accordance with the terms of the contract. The Contracting Officer may, at any time, require the Contractor to substantiate the successful performance of any event or performance criterion which has been or is represented as being payable.
- (2) A payment under this performance-based payment clause is a contract financing payment under the Prompt Payment clause of this contract and not subject to the interest penalty provisions of the Prompt Payment Act. The designated payment office will pay approved requests on the ___ [Contracting Officer insert day as prescribed by agency head; if not prescribed, insert "30th"] day after receipt of the request for performance-based payment by the designated payment office. However, the designated payment office is not required to provide payment if the Contracting Officer requires substantiation as provided in paragraph (c)(1) of this clause, or inquires into the status of an event or performance criterion, or into any of the conditions listed in paragraph (e) of this clause, or into the Contractor certification. The payment period will not begin until the Contracting Officer approves the request.
- (3) The approval by the Contracting Officer of a request for performance-based payment does not constitute an acceptance by the Government and does not excuse the Contractor from performance of obligations under this contract.
- (d) Liquidation of performance-based payments.
- (1) Performance-based finance amounts paid prior to payment for delivery of an item shall be liquidated by deducting a percentage or a designated dollar amount from the delivery payment. If the performance-based finance payments are on a delivery item basis, the liquidation amount for each such line item shall be the percent of that delivery item price that was previously paid under performance-based finance payments or the designated dollar amount. If the performance-based finance payments are on a whole contract basis, liquidation shall be by either predesignated

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liquidation amounts or a liquidation percentage.

- (2) If at any time the amount of payments under this contract exceeds any limitation in this contract, the Contractor shall repay to the Government the excess. Unless otherwise determined by the Contracting Officer, such excess shall be credited as a reduction in the unliquidated performance-based payment balance(s), after adjustment of invoice payments and balances for any retroactive price adjustments.
- (e) *Reduction or suspension of performance-based payments.* The Contracting Officer may reduce or suspend performance-based payments, liquidate performance-based payments by deduction from any payment under the contract, or take a combination of these actions after finding upon substantial evidence any of the following conditions:
- (1) The Contractor failed to comply with any material requirement of this contract (which includes paragraphs (h) and (i) of this clause).
- (2) Performance of this contract is endangered by the Contractor's-
- (i) Failure to make progress; or
- (ii) Unsatisfactory financial condition.
- (3) The Contractor is delinquent in payment of any subcontractor or supplier under this contract in the ordinary course of business.
- (f) Title.
- (1) Title to the property described in this paragraph (f) shall vest in the Government. Vestiture shall be immediately upon the date of the first performance-based payment under this contract, for property acquired or produced before that date. Otherwise, vestiture shall occur when the property is or should have been allocable or properly chargeable to this contract.
- (2) "Property," as used in this clause, includes all of the following described items acquired or produced by the Contractor that are or should be allocable or properly chargeable to this contract under sound and generally accepted accounting principles and practices:
- (i) Parts, materials, inventories, and work in process;
- (ii) Special tooling and special test equipment to which the Government is to acquire title;
- (iii) Nondurable (*i.e.*, noncapital) tools, jigs, dies, fixtures, molds, patterns, taps, gauges, test equipment and other similar manufacturing aids, title to which would not be obtained as special tooling under paragraph (f)(2)(ii) of this clause; and
- (iv) Drawings and technical data, to the extent the Contractor or subcontractors are required to

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deliver them to the Government by other clauses of this contract.

- (3) Although title to property is in the Government under this clause, other applicable clauses of this contract (*e.g.*, the termination clauses) shall determine the handling and disposition of the property.
- (4) The Contractor may sell any scrap resulting from production under this contract, without requesting the Contracting Officer's approval, provided that any significant reduction in the value of the property to which the Government has title under this clause is reported in writing to the Contracting Officer.
- (5) In order to acquire for its own use or dispose of property to which title is vested in the Government under this clause, the Contractor shall obtain the Contracting Officer's advance approval of the action and the terms. If approved, the basis for payment (the events or performance criteria) to which the property is related shall be deemed to be not in compliance with the terms of the contract and not payable (if the property is part of or needed for performance), and the Contractor shall refund the related performance-based payments in accordance with paragraph (d) of this clause.
- (6) When the Contractor completes all of the obligations under this contract, including liquidation of all performance-based payments, title shall vest in the Contractor for all property (or the proceeds thereof) not-
- (i) Delivered to, and accepted by, the Government under this contract; or
 - (ii) Incorporated in supplies delivered to, and accepted by, the Government under this contract and to which title is vested in the Government under this clause.
- (7) The terms of this contract concerning liability for Government-furnished property shall not apply to property to which the Government acquired title solely under this clause.
- (g) *Risk of loss.* Before delivery to and acceptance by the Government, the Contractor shall bear the risk of loss for property, the title to which vests in the Government under this clause, except to the extent the Government expressly assumes the risk. If any property is lost (see [45.101](#)), the basis of payment (the events or performance criteria) to which the property is related shall be deemed to be not in compliance with the terms of the contract and not payable (if the property is part of or needed for performance), and the Contractor shall refund the related performance-based payments in accordance with paragraph (d) of this clause.
- (h) *Records and controls.* The Contractor shall maintain records and controls adequate for administration of this clause. The Contractor shall have no entitlement to performance-based payments during any time the Contractor's records or controls are determined by the Contracting Officer to be inadequate for administration of this clause.

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- (i) *Reports and Government access.* The Contractor shall promptly furnish reports, certificates, financial statements, and other pertinent information requested by the Contracting Officer for the administration of this clause and to determine that an event or other criterion prompting a financing payment has been successfully accomplished. The Contractor shall give the Government reasonable opportunity to examine and verify the Contractor's records and to examine and verify the Contractor's performance of this contract for administration of this clause.

- (j) *Special terms regarding default.* If this contract is terminated under the Default clause, (1) the Contractor shall, on demand, repay to the Government the amount of unliquidated performance-based payments, and (2) title shall vest in the Contractor, on full liquidation of all performance-based payments, for all property for which the Government elects not to require delivery under the Default clause of this contract. The Government shall be liable for no payment except as provided by the Default clause.
 - (k) Reservation of rights.
 - (1) No payment or vesting of title under this clause shall-
 - (i) Excuse the Contractor from performance of obligations under this contract; or
 - (ii) Constitute a waiver of any of the rights or remedies of the parties under the contract.
 - (2) The Government's rights and remedies under this clause-
 - (i) Shall not be exclusive, but rather shall be in addition to any other rights and remedies provided by law or this contract; and
 - (ii) Shall not be affected by delayed, partial, or omitted exercise of any right, remedy, power, or privilege, nor shall such exercise or any single exercise preclude or impair any further exercise under this clause or the exercise of any other right, power, or privilege of the Government.

- (l) *Content of Contractor's request for performance-based payment.* The Contractor's request for performance-based payment shall contain the following:
 - (1) The name and address of the Contractor;
 - (2) The date of the request for performance-based payment;
 - (3) The contract number and/or other identifier of the contract or order under which the request is made;
 - (4) Such information and documentation as is required by the contract's description of the basis for payment; and
 - (5) A certification by a Contractor official authorized to bind the Contractor, as specified in paragraph

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(m) of this clause.

(m) *Content of Contractor's certification.* As required in paragraph (l)(5) of this clause, the Contractor shall make the following certification in each request for performance-based payment:

I certify to the best of my knowledge and belief that-

- (1) This request for performance-based payment is true and correct; this request (and attachments) has been prepared from the books and records of the Contractor, in accordance with the contract and the instructions of the Contracting Officer;
- (2) (Except as reported in writing on _____), all payments to subcontractors and suppliers under this contract have been paid, or will be paid, currently, when due in the ordinary course of business;
- (3) There are no encumbrances (except as reported in writing on _____) against the property acquired or produced for, and allocated or properly chargeable to, the contract which would affect or impair the Government's title;
- (4) There has been no materially adverse change in the financial condition of the Contractor since the submission by the Contractor to the Government of the most recent written information dated _____; and
- (5) After the making of this requested performance-based payment, the amount of all payments for each deliverable item for which performance-based payments have been requested will not exceed any limitation in the contract, and the amount of all payments under the contract will not exceed any limitation in the contract.

(End of clause)

I.5 752.232-70 LETTER OF CREDIT ADVANCE PAYMENT (MAR 2015)

Link to an amendment published at 89 FR 4209, Jan. 23, 2024.

As required by 732.406-73, insert the following clause in contracts being paid by Letter of Credit.

Letter of Credit Advance Payment (MAR 2015)

(a) Payment under this contract must be by means of a Letter of Credit (LOC) in accordance with the terms and conditions of the LOC and any instructions issued by the USAID, Bureau for Management, Office of the Chief Financial Officer, Cash Management and Payment Division (M/CFO/CMP).

(b) Immediately upon award, or as soon as the Letter of Credit payment method is approved by the contracting officer, contractors without an established LOC account must submit the following forms with original signatures, to the address specified below:

Forms:

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(1) A signed original SF-1199A (Direct Deposit Sign-Up Form); and

(2) "Division of Payment Management Payment Management System Access Form" found at the Department of State and Human Services (DHHS) Web site.

Address:

ATTN: James DuBois,

U.S. Agency for International Development,

M/CFO/CMP—LOC Unit,

1300 Pennsylvania Ave. NW.,

SA-44, Room 430-J,

Washington, DC 20523-7700.

Contractors must also submit the forms specified above electronically to *loc@usaid.gov*.

(c) As long as the LOC is in effect, the terms and conditions of the LOC and any instructions issued by M/CFO/CMP constitute the payment conditions of this contract, superseding and taking precedence over any other clause of this contract concerning payment.

(d) If the LOC is revoked, payment may be made on a cost-reimbursement basis, in accordance with the other clauses of this contract concerning payment.

(e) Revocation of the LOC is at the discretion of M/CFO/CMP after consultation with the contracting officer. Notification to the contractor of revocation must be in writing and must specify the reasons for such action. The contractor may appeal any such revocation to the contracting officer, in accordance with the Disputes clause of this contract. Pending final decision, payments under the contract will be in accordance with paragraph (d) of this clause.

[END OF SECTION I]

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SECTION J - LIST OF ATTACHMENTS

Attachment Number	Title	Link
J.1	Standard Form SF-33	Standard Form 33 - Solicitation, Offer, and Award (gsa.gov)
J.2	Pricing Table of Labor Categories and Pre-Negotiated Rates	Annex 1
J.3	Scenario for PowerPoint Presentation for Phase One of Proposal	Annex 2

PART IV – REPRESENTATIONS AND INSTRUCTIONS

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

K.1 NOTICE LISTING SOLICITATION PROVISIONS INCORPORATED BY REFERENCE

The following contract solicitations pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the provision at FAR 52.252-1 “SOLICITATION PROVISIONS INCORPORATED BY REFERENCE,” with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The Offeror 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/part-52>.

Electronic access to the full text of the provisions is provided through the Citation Number.

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)
52.203-18	Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation	(JAN 2017)
52.204-8	Annual Representations and Certifications	(May 2024)
52.204-17	Ownership or Control of Offeror	(AUG 2020)
52.204-20	Predecessor of Offeror	(AUG 2020)
52.209-2	Prohibition on Contracting with Inverted Domestic Corporations-Representation	(NOV 2015)

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52.209-5	Certification Regarding Responsibility Matters	(AUG 2020)
52.209-11	Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law	(FEB 2016)
52.209-13	Violation of Arms Control Treaties or Agreements- Certification	(NOV 2021)
52.225-25	Prohibition on Contracting With Entities Engaging in Certain Activities or Transactions Relating to Iran— Representation and Certifications.	(JUN 2020)
52.237-8	Restriction on Severance Payments to Foreign Nationals	(AUG 2003)

K.2 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

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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

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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.

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(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.

(End of provision)

K.3 52.204-26 COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES-REPRESENTATION (OCT 2020)

(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)

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(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.

(End of provision)

K.4 52.204-29 FEDERAL ACQUISITION SUPPLY CHAIN SECURITY ACT ORDERS— REPRESENTATION AND DISCLOSURES (DEC 2023)

(a) *Definitions.* As used in this provision, *Covered article*, *FASCSA order*, *Intelligence community*, *National security system*, *Reasonable inquiry*, *Sensitive compartmented information*, *Sensitive compartmented information system*, and *Source* have the meaning provided in the clause [52.204-30](#), Federal Acquisition Supply Chain Security Act Orders—Prohibition.

(b) *Prohibition.* Contractors are prohibited from providing or using as part of the performance of the contract any covered article, or any products or services produced or provided by a source, if the prohibition is set out in an applicable Federal Acquisition Supply Chain Security Act (FASCSA) order, as described in paragraph (b)(1) of FAR [52.204-30](#), Federal Acquisition Supply Chain Security Act Orders—Prohibition.

(c) *Procedures.*

(1) The Offeror shall search for the phrase “FASCSA order” in the System for Award Management (SAM)(<https://www.sam.gov>) for any covered article, or any products or services produced or provided by a source, if there is an applicable FASCSA order described in paragraph (b)(1) of FAR [52.204-30](#), Federal Acquisition Supply Chain Security Act Orders—Prohibition.

(2) The Offeror shall review the solicitation for any FASCSA orders that are not in SAM, but are effective and do apply to the solicitation and resultant contract (see FAR [4.2303](#)(c)(2)).

(3) FASCSA orders issued after the date of solicitation do not apply unless added by an amendment to the solicitation.

(d) *Representation.* By submission of this offer, the offeror represents that it has conducted a reasonable inquiry, and that the offeror does not propose to provide or use in response to this solicitation any covered article, or any products or services produced or provided by a source, if the covered article or the source is prohibited by an applicable FASCSA order in effect on the date the solicitation was issued, except as waived by the solicitation, or as disclosed in paragraph (e).

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(e) *Disclosures*. The purpose for this disclosure is so the Government may decide whether to issue a waiver. For any covered article, or any products or services produced or provided by a source, if the covered article or the source is subject to an applicable FASCSA order, and the Offeror is unable to represent compliance, then the Offeror shall provide the following information as part of the offer:

(1) Name of the product or service provided to the Government;

(2) Name of the covered article or source subject to a FASCSA order;

(3) If applicable, name of the vendor, including the Commercial and Government Entity code and unique entity identifier (if known), that supplied the covered article or the product or service to the Offeror;

(4) Brand;

(5) Model number (original equipment manufacturer number, manufacturer part number, or wholesaler number);

(6) Item description;

(7) Reason why the applicable covered article or the product or service is being provided or used;

(f) *Executive agency review of disclosures*. The contracting officer will review disclosures provided in paragraph (e) to determine if any waiver may be sought. A contracting officer may choose not to pursue a waiver for covered articles or sources otherwise subject to a FASCSA order and may instead make an award to an offeror that does not require a waiver.

(End of provision)

K.5 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

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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.

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(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 nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

K.6 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

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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

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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](#)).

(End of provision)

K.7 REPRESENTATION BY CORPORATIONS REGARDING DELINQUENT TAX LIABILITY OR 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.

(End of provision)

K.8 SIGNATURE

By signature hereon, or on an offer incorporating these Representations, Certifications, and Other

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Statements of Offerors, the Offeror certifies that they are accurate, current, and complete, and that the Offeror is aware of the penalty prescribe 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 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE

The following contract solicitations pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the provision at FAR 52.252-1 "SOLICITATION PROVISIONS INCORPORATED BY REFERENCE," with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The Offeror 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/part-52>.

Electronic access to the full text of the clauses is provided through the Citation Number.

FEDERAL ACQUISITION REGULATION (FAR)

NUMBER	TITLE	DATE
52.204-7	System for Award Management	(OCT 2018)
52.204-16	Commercial and Government Entity Code Reporting	(AUG 2020)
52.204-22	Alternative Line Item Proposal	(JAN 2017)
52.207-1	Notice of Standard Competition	(MAY 2006)
52.211-3	Availability of Specifications Not Listed in the GSA Index of Federal Specifications, Standards and Commercial Item Description	(JUN 1988)
52.211-7	Alternatives to Government-Unique Standards	(NOV 1999)
52.214-34	Submission of Offers in the English Language	(APR 1991)
52.215-1	Instructions to Offerors-Competitive Acquisition	(NOV 2021)
52.215-1	Instructions to Offerors-Competitive Acquisition (Alternate 1)	(OCT 1997)
52.215-22	Limitations on Pass-Through Charges-Identification of	(OCT 2009)

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	Subcontract Effort	
<u>52.216-1</u>	Type of Contract	(APR 1984)
<u>52.222-46</u>	Evaluation of Compensation for Professional Employees	(FEB 1993)
<u>52.222-56</u>	Certification Regarding Trafficking in Persons Compliance Plan	(OCT 2020)
<u>52.233-2</u>	Service of Protest	(SEP 2006)

L.2 GENERAL INSTRUCTIONS TO OFFERORS

This contract is restricted to “local” organizations (those legally established in the same country as the USAID contracted Mission: USAID/Peru).

Offerors are fully responsible for the accuracy, completeness, and compliance with all proposal instructions set forth in the RFP.

All proposals must be addressed to the Contracting Officer, [TBD] and submitted via email at limasolicitations@usaid.gov.

Page limits must be respected. No pages beyond the page limit will be evaluated.

~~This solicitation is structured in two (2) phases. Phase one consists of a seven (7) page concept note including a portfolio of demonstrated ability and a PowerPoint Presentation (not to exceed 10 slides) demonstrating how the offeror will approach the situation presented in Annex 2. Phase two will formally invite offerors invited to participate in phase two to submit full proposals.~~

This solicitation is structured in two (2) phases. Phase One consists of a seven (7) page concept note including a portfolio of demonstrated ability and a PowerPoint Presentation (not to exceed 10 slides) demonstrating how the offeror will approach the situation presented in Annex 2. The concept note may be submitted in English and/or Spanish, but the presentation must be conducted in English. Phase Two will formally invite selected offerors to submit their full proposals in English only.

USAID reserves the right to invite offerors for a presentation. A maximum of five (5) offerors who have demonstrated highest technical merit will be invited to present how it would handle the situation presented in Annex 2. USAID reserves the right to invite more or less than five (5) applicants.

Phase One:

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- i. Participation in phase one is mandatory.
- ii. Participation in phase two of this solicitation is dependent on participation in Phase one.
- iii. In this phase, applicants must submit a concept note (not to exceed 7 pages) including a portfolio of demonstrated ability (no page limit) and a PowerPoint Presentation (not to exceed 10 slides) showcasing how it would approach the scenario in Annex 2.
- iv. Both the concept note and PowerPoint Presentation will receive a Pass/Fail evaluation, with the determination of pass or fail based on their technical quality.
- v. Offeror who receive a passing evaluation on their concept notes will be invited to deliver in-person PowerPoint Presentations.
- vi. USAID expects the presentation to be led by the offeror's anticipated key personnel, if they have been identified at this stage.
- vii. The in-person presentation will be for a total of 60 minutes, consisting of 30 minutes for the presentation and 30 minutes for the Q&A session.
- viii. The in-person presentation may be conducted either face-to-face or virtually.
- ix. USAID will notify offerors of the date and time of their in-person presentation one week in advance via email.
- x. All in-person presentations will be video/audio recorded.
- ~~xi. PowerPoint Presentations will only be evaluated when/if concept notes are rated high technically.~~
- ~~xii. Select offerors will be invited for an in-person presentation.~~
- ~~xiii. USAID expects presentations to be led by offeror's anticipated key personnel.~~

Following completion of Phase One, each offeror will receive an Advisory Notification. The Advisory Notification will inform the offeror of one of the following:

- USAID found the proposal to be competitive and the offeror is invited to participate in Phase Two, or
- Based on the Information submitted, USAID found that the proposal is unlikely to be a viable competitor. The intent of this notification is to minimize proposal development costs for those offerors with little or no chance of receiving an award.

To receive an Advisory Notification indicating that the proposal is competitive and to be invited to participate in Phase Two, a rating of 'Pass' must be achieved for both criteria in Phase One.

~~Only offerors with satisfactory presentation of an approach to resolving the Annex 2 case will be requested to submit a full technical and cost application (Phase 2).~~

Phase Two:

No more than five (5) highly technically rated offerors (from phase one) will be formally invited to submit full proposals in phase two. Offerors invited to participate in phase two will submit a detailed technical proposal that builds upon phase one concept note and discussions held during the in-person presentations.

L.3 INSTRUCTION FOR THE PREPARATION OF PHASE ONE PROPOSAL

Offerors must submit a concept note including a portfolio of demonstrated ability and PowerPoint presentation in response to the USAID scenario in Annex 2. USAID reserves the right to invite Offerors to provide a presentation or “pitch” of the PowerPoint presentation.

L.3.1 Concept Note

The concept note must not exceed seven (7) pages, written in English, using minimum 12-point Calibri font, single spaced, 1-inch margins, and be submitted in MS Word. Pages must be numbered consecutively.

The Concept Note must include the following components:

1. A capability statement demonstrating the following (maximum 2 pages):
 - Company overview: A brief summary of what your company does, its mission, and core competencies. Include a statement of your unique value proposition—what sets your company apart from competitors.
 - Core Competencies: List your primary services or products and specific areas where your company excels
 - Past Experience: Provide a brief summary of recent projects or contracts that demonstrate your experience and success in areas similar
 - Differentiators: Explain what makes your company different from others in your industry and list any relevant certifications or industry awards.
 - Company Data: Include information such as the year established, the size of the company, number of employees, and geographic areas served.

2. A Technical Approach (maximum 3 pages)

In this section, the offeror must leverage information presented in its capability statement to demonstrate a contextual understanding of USAID/Peru’s goals, its operating environment and challenges and opportunities it must confront to effectively tell its story. This section must showcase the Offeror’s expertise, operational nimbleness, established relationships and networks that sets it apart as a capable communications firm. It must showcase its communication/outreach philosophy, best practices and noteworthy trends that can be of benefit to USAID. The offeror must spell out its approach to crisis management (i.e. should something negative appear in the news) and how it will seek and make good use of windows of opportunities. The approach must be relevant and context specific, informed by local cultural and societal norms, and convincingly demonstrate how it will enrich USAID’s outreach efforts, particularly in remote parts of the country. Offerors are encouraged to present hypothetical examples of their strategies.

3. Staffing and Management Plan (maximum 2 pages)

In this section, the offeror must describe the organizational and operational principles that

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will govern its management of the relationship with USAID. Timely and effective communication with USAID is of the essence. As such, this section must clearly outline how the prime will communicate with USAID and its partners (networks), which tools it will use, and how it will ensure coordination amongst partners and effectively monitoring and reporting of issues or opportunities. ~~In this section, the offeror must present its key personnel, their experience (i.e. articles, successes organizing events, professional networks etc.) the role they will play in the structure presented in this section.~~ **In this section, the offeror is strongly encouraged to present key personnel at this phase, detailing their experience (e.g., articles, successful event organization, professional networks) and the roles they will play in the proposed structure outlined in this section.**

4. Portfolio of Demonstrated Ability (No page limit)

Offerors must submit a comprehensive portfolio that showcases the organization's expertise and achievements that are relevant to addressing the tasks in Section C. This portfolio can include detailed media kits, case studies, or examples of previous campaigns and activities, highlighting strategies implemented, execution methods, and measurable outcomes. It may also include testimonials or references from past clients, along with any relevant awards or recognitions the organization has received.

L.3.2 PowerPoint Presentation

A Microsoft PowerPoint Presentation (not to exceed 10 slides):

The presentation should complement the concept note and demonstrate in practical terms how the offeror will handle the hypothetical situation presented in Annex 2. Offerors may structure the presentation as they see fit to showcase their unique approach to communication, their capacity to innovate, assess the communication landscape, target specific niches etc.

The PowerPoint presentation should demonstrate how the Offeror will address the scenario described in Annex 2. The presentation must convincingly demonstrate a contextual understanding of USAID's goals and objectives and present an approach and methodology to successfully implement the scenario. The Offeror's presentation must incorporate solid, proven, evidence-based strategies which they consider to be the most effective for successfully deploying outreach and communications solutions. Additionally, the presentation should convincingly demonstrate the Offeror's expert judgment and decision-making on outreach and communications best practices, noteworthy trends, and challenges anticipated specifically for USAID's context.

The presentation must be relevant and suitable, incorporating the context specific to USAID within the country. This means that the PowerPoint should reflect the unique aspects of USAID as it pertains to Peru. For the purposes of the presentation, the Offerors are encouraged to incorporate hypothetical scenarios and stories to foster creativity.

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USAID reserves the right to invite up to 5 offerors for a presentation. Presentations must be in English and must be no longer than 30 minutes. USAID will communicate with Offerors to coordinate a date and time for the presentation. It is USAID's preference that the anticipated key personnel lead the presentation, **provided they have been identified at this stage.**

L.4 INSTRUCTION FOR THE PREPARATION OF PHASE TWO

The highly rated full proposal will go into Section C of the final contract. As such, it must be specific, complete, presented concisely, and responsive to all instructions contained herein.

The Phase Two Proposal must be written in English, using minimum 12-point Calibri font, single spaced, 1-inch margins, and be submitted in MS Word. Pages must be numbered consecutively. Tables, graphics, charts, graphs, etc. may be included, where appropriate, in the proposal, but text must be legible without magnification. For creative content examples, Offerors may embed files or links (i.e. YouTube, X, etc.) into the proposal.

Phase Two proposals must adhere to the **page limit of [20] pages total** (excluding cover page).

Offerors must submit the Phase Two proposal via email at limasolicitations@usaid.gov, which includes the following elements:

- Cover Page (not included in page limit)
- Technical Approach (8 pages maximum)
- Management and Staffing Plan (7 pages maximum)
- Contractor Experience and Past Performance (5 pages maximum)
- **Cost Proposal and SF-33**

L.4.1 Cover Page

The cover page must include:

- Activity Title
- RFP number and activity name
- Name of the Offeror
- Offeror's address
- Name, title, and signature of the authorized representative
- Date of submission
- Offeror's UEI number **and SAM registration details**

The cover page must not list the names of subcontractors or other resource partners. The Offeror must specify the location of their primary office and indicate any branch offices or affiliates in other countries in the region, particularly those with current USAID presence.

L.4.2 The Technical Approach

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Offerors must provide a detailed Technical Approach that shows their understanding of the objectives and outlines a plan to execute the tasks in the Statement of Work (SOW). This should include their understanding of USAID’s goals in Peru, how their approach aligns with these goals, and the methodologies they will use for marketing, communications, research, analytics, and event production.

The Technical Approach should also include an implementation plan with a task breakdown, timeline, and resource allocation. Offerors must identify potential risks and describe their mitigation strategies, as well as outline quality assurance processes and performance metrics. Additionally, they should ensure compliance with relevant regulations and USAID standards and highlight any innovative solutions or unique value propositions that set their approach apart.

Finally, offerors should explain how they will manage risks, ensure continuous improvement, and comply with all relevant regulations and USAID guidelines. This includes detailing their quality control processes and performance metrics to measure project success.

L.4.3 Management and Staffing Plan

Management Plan

Offerors must submit a detailed Management and Staffing Plan demonstrating their ability to manage and execute the tasks outlined in the Statement of Work (SOW). This plan should describe the organizational and operational principles governing the relationship with USAID, emphasizing timely and effective communication. It must outline how the prime will communicate with USAID and its partners, the tools used, and how coordination, monitoring, and reporting will be ensured. Additionally, the plan should present key personnel, their experience, and their roles within the proposed structure.

The plan should include a clear organizational structure with a management hierarchy and specific roles and responsibilities for key positions. Offerors must propose at least two key personnel positions, providing brief bios and letters of commitment. The plan should detail how staff will be allocated, including surge capacity plans, and explain team collaboration and quality assurance methods. It must also ensure regulatory compliance and cultural competency, particularly when working with diverse stakeholders in Peru.

L.4.4 Past Experience Information

Offerors must provide detailed information regarding their past experience to demonstrate their capability to perform the tasks outlined in the Statement of Work (SOW). This information, submitted as an annex, should include descriptions of up to five (5) recent projects similar in scope, size, and complexity to the services required. Each summary must specify the project name and location, client name, project description, relevance to the current solicitation, duration, and contract value. Additionally, offerors should describe the results of past projects, emphasizing

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positive impacts, client feedback, resource management, and collaboration with local partners or stakeholders, particularly in Peru or South America.

Offerors must also detail their quality assurance measures and regulatory compliance, especially in media, communications, and translation services. They should provide examples of how they ensured high-quality services and complied with relevant regulations. Furthermore, offerors should share significant challenges faced in past projects and how they addressed them, along with lessons learned and how these will improve their approach to the current project.

L.5 INSTRUCTIONS FOR THE PREPARATION OF THE COST/PRICE PROPOSAL

The Cost/Price Proposal as part of Phase Two that clearly details the pricing for all services outlined in the Statement of Work (SOW) and will be analyzed as part of the overall evaluation as indicated in Section M. Offerors are expected to include in the proposed budget of this contract any necessary expenses that will facilitate USAID/Peru's ability to design, organize, and execute public awareness events, campaigns, and outreach activities more effectively. This should encompass costs for providing marketing and communications, research and analytics, and event and media production services to USAID/Peru as per Section C of this solicitation. The Cost/Price Proposal should be prepared in accordance with the following instructions:

Core platform management line of the budget may not exceed 25% of contract cost. The Cost Reimbursement contract type will include reimbursable costs such as travel and other administrative and logistics costs resulting from Government requests that are difficult to estimate or project during proposal preparation. Provide detailed cost estimates for any travel, accommodation, and logistics required for the activity by region. All travel under this contract will be handled as cost reimbursable.

~~CLIN 1 must not exceed 25% of contract cost. CLIN 1 covers reimbursable type costs such as travel and other administrative and logistics costs resulting from Government requests and difficult to estimate or project or estimate during proposal preparation. Provide detailed cost estimates for any travel, accommodation, and logistics required for the project by region. All travel under this contract will be handled as cost reimbursable.~~

Offerors must submit a pricing table (see Annex 1). The pricing table must present labor categories (What type of personnel is required), level of expertise (education level, experience etc.), the estimated rate, and total level of effort estimated to perform the tasks outlined in section C.5. The pricing table must also present estimated flat rate prices for specific categories of services i.e. marketing, research, event and media production. In this case, the offeror must outline specific assumptions that must hold for such proposed prices to remain fair and reasonable for both the Government and the Contractor. Both parties will negotiate a fair price should a government request deviate from those assumptions. In such cases, additional costs will be charged to CLIN 1.

1. Direct Labor Costs:

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- (a) Labor Categories: Identify and describe the labor categories that will be utilized in the project. For each labor category, provide the following details:
 - i. Hourly Rates: Specify the fully burdened hourly rates for each labor category.
 - ii. Estimated Hours: Provide the estimated number of hours required for each labor category per service category.
 - iii. Total Labor Cost: Calculate the total labor cost for each category by multiplying the hourly rate by the estimated hours.

2. Fringe Benefits and Allowances
 - (a) 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.
 - (b) Allowances should be broken down by specific type and by person and should be in accordance with the Offeror's policies and the applicable regulations and policies.

3. Other Direct Costs (ODCs): The budget narrative must provide a breakdown and justification for all ODCs. The Offeror must not include the cost of non-professional salaries or locally employed salaries, fringe benefits, allowances, equipment, and travel costs under the ODC cost category.
 - (a) Materials and Supplies: Itemize the costs for all materials and supplies necessary for the execution of the project. Include descriptions and quantities.
 - (b) Equipment: If any specialized equipment is required, list the equipment and associated costs. Include rental or purchase prices as applicable.
 - i. 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.

4. Subcontracting Costs:
 - (a) Subcontractor Identification: If subcontractors will be used, provide the names of the subcontractors and describe the services they will provide.
 - (b) Subcontractor Costs: Include detailed pricing for subcontractor services, broken down by labor, materials, and ODCs as applicable. Ensure that subcontractor costs are integrated into the overall budget.

5. Indirect Costs:
 - (a) Overhead and G&A: Provide detailed calculations of overhead, General and Administrative (G&A) expenses, and any other indirect costs. Explain the basis of the calculations and the rates applied.
 - (b) Fee/Profit: If applicable, specify the proposed fee or profit margin. Provide a justification for the fee rate proposed.

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6. Total Estimated Cost:

- (a) Summary of Costs: Present a summary table that consolidates all direct and indirect costs, including labor, materials, ODCs, subcontracting, and fees. The summary should reflect the total estimated cost for the entire project.
- (b) The summary budget must be for the entire contract duration, detailing major budget categories such as personnel, materials, and equipment for each contract year separately. This summary shall present a broad perspective on costs throughout the contract timeline.

7. Price Realism and Reasonableness:

- (a) Cost Justification: Offerors must justify the reasonableness of their proposed costs, particularly for high-cost items or services. Provide a narrative explaining how the proposed costs reflect the fair market value and are aligned with the scope of work.
- (b) Budget Alignment: Ensure that the proposed budget aligns with the notional budget provided, as stated in the SOW. Any deviations must be fully justified.

8. Compliance with USAID Cost Principles:

- (a) Adherence to Guidelines: The Cost/Price Proposal must comply with USAID’s cost principles, as outlined in the relevant sections of the Federal Acquisition Regulation (FAR) and the USAID Acquisition Regulation (AIDAR).
- (b) Allowable Costs: Ensure that all proposed costs are allowable, allocable, and reasonable per USAID guidelines.

While there is no page limitation for the cost proposal, Offerors are encouraged to be as concise as possible while providing necessary detail to address the solicitation requirements.

Offerors must submit a summary budget for the entire contract duration, detailing major budget categories such as personnel, materials, and equipment for each contract year separately. This summary shall present a broad perspective on costs throughout the contract timeline. Offerors must also submit a detailed version of the summary budget, itemizing estimated costs for each contract year within major budget categories and presenting a total program cost in the spreadsheet’s final column.

Offerors must provide a detailed budget narrative that supports the cost estimates in the detailed budget. This narrative should describe the nature and source of each cost item (e.g., historical data, catalog prices, vendor quotes) and discuss any estimated escalation rates.

The following standard cost elements may be included in the submission as applicable.

Cost Element	Base Year	Option 1	Option 2	Option 3	Total
Total Direct Labor					
Salary and Wages					
Fringe Benefits					
Procurement					

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Equipment and Supplies					
Communications					
Subcontracts/Consultants				L	
Allowances					
Other Direct Cost					
Direct Program Expenditures					
Security					
Indirect Costs					
Total					

[END SECTION L]

SECTION M - EVALUATION FACTORS FOR AWARD

M.1. NOTICE LISTING SOLICITATION PROVISIONS 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/> and full text of the AIDAR clauses is available at <http://www.usaid.gov/ads/policy/300/aidar> and <http://www.usaid.gov/ads/policy/300/300>. FEDERAL ACQUISITION REGULATION (FAR) (48 CFR CHAPTER 1)

M.2. GENERAL INFORMATION

1. USAID intends to 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, and discussions may be conducted at the Contracting Officer’s discretion. Therefore, the Offeror’s initial proposal should contain the Offeror’s best terms from a price and technical standpoint.
2. The Government intends to evaluate proposals in accordance with Section M of this RFP and award to the responsible Offeror using a Highest Technical Rated with Fair and Reasonable Price and Realistic Cost (HTR) process outlined in M.3. below. The submitted technical information will be scored by a technical evaluation committee using the Phase One and Phase Two evaluation criteria listed below and award to the responsible Offerors whose proposals offer the best value for the Government.
3. The submitted technical information will be scored by a technical evaluation committee using the evaluation criteria shown below. The evaluation committee may include industry experts who are not employees of the Federal Government, although only as non-voting members. When evaluating the competing offers, the Government will consider the written capability information provided by the offerors, and any other information obtained by the Government through its own research.
4. In accordance with FAR 15.304(e), all evaluation factors other than cost or price when combined are more important than cost or price factors. These evaluation factors other than cost or price, when combined, are—
 - (1) Significantly more important than cost or price;

M.3. AWARD PROCESS

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This procurement utilizes an HTR process for award, not a tradeoff process. The detailed procurement process is below:

- (1) Proposals are reviewed by a technical evaluation committee (TEC). The evaluation methodology will use an adjectival rating system.
- (2) The TEC, as part of the documentation, will determine a ranking of proposals from highest to lowest technically rated based on the technical evaluation.
- (3) Concurrently with steps 1 and 2, the USAID/Peru's Regional Office of Acquisition and Assistance (ROAA) will evaluate past performance as described in M.4. Any adverse past performance that an Offeror has not had an opportunity to address will be dealt with at this stage.
- (4) If no competitive range is established, ROAA will conduct a price analysis as defined in FAR 15.404-1 to first determine the highest rated Offeror's (also referred to as the apparently successful Offeror) price as fair and reasonable. The price analysis will at minimum include a comparison of proposed prices, if multiple are received in response to the solicitation. Other acceptable methods for price analysis can be found at FAR 15.404-1(b)(2). Acceptable methods also include the use of standard deviations. If the CO determines after the price analysis that the highest rated Offeror's price is not fair and reasonable, and a competitive range is still not needed, ROAA will then do the same with the next highest rated Offeror until reaching the highest rated Offeror with a fair and reasonable price. Concurrently, ROAA will perform a targeted cost realism analysis on every technically acceptable Offeror, in accordance with FAR 15.404-1. Adjustments from this analysis will be applied to other costs that are derived from direct labor (e.g. indirect costs). If significant cost realism adjustments are necessary and the CO determines that the price of the highest technically rated Offeror is unrealistic, ROAA will then move to the next technically highest rated Offeror with a fair and reasonable price. This will be repeated until it results in an award to the highest rated Offeror with a fair and reasonable price and realistic cost.
- (5) If a competitive range is established, ROAA will conduct a price analysis to determine proposed prices as fair and reasonable using the process in #4. If an Offeror's price is not found fair and reasonable, they will not be included in the competitive range. ROAA will also conduct a cost realism analysis using the process in #4. If significant cost realism adjustments are necessary and the CO determines that the price is unrealistic, the Offeror will not be included in the competitive range. Discussions will then be held with Offerors in the competitive range. Discussions will not include cost issues other than any probable cost adjustments made during the cost realism analysis and may include price information per FAR 15.306(e)(3). Once revised proposals are received, steps 1 and 3-5 are repeated until there is a highest rated Offeror with a fair and reasonable price and realistic cost. This is the apparently successful Offeror.

M.4. EVALUATION CRITERIA

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Phase One will be evaluated using a Pass/Fail rating system, with the determination based on the technical quality of the offerors.

Phase Two will employ adjectival ratings to assess the offerors' technical approach, management and staff plan, past experience, and cost/price evaluation. This evaluation criterion provides a structured framework for thoroughly assessing proposals, ensuring that all critical aspects related to the activity objectives are considered. The adjectival rating system will follow the table below:

Adjective	Review Criterion
Exceptional	<p>An Exceptional application has the following characteristics:</p> <ul style="list-style-type: none"> • A comprehensive and thorough application of exceptional merit. • Application meets and fully exceeds the Government expectations or exceeds RFP objectives and presents very low risk or no overall degree of risk of unsuccessful performance. • Strengths significantly outweigh any weaknesses that may exist.
Very Good	<p>A Very Good application has the following characteristics:</p> <ul style="list-style-type: none"> • An application demonstrating a strong grasp of the objectives. • Application meets RFP objectives and presents a low overall degree of risk of unsuccessful project performance. • Strengths significantly outweigh any weaknesses that exist.
Satisfactory	<p>A Satisfactory application has the following characteristics:</p> <ul style="list-style-type: none"> • An application demonstrating a reasonably sound response and a good grasp of the objectives. • Application meets RFP objectives and presents a moderate overall degree of risk of unsuccessful project performance. • Strengths outweigh weaknesses.
Marginal	<p>A Marginal application has the following characteristics:</p> <ul style="list-style-type: none"> • The application shows a limited understanding of the objectives.

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	<ul style="list-style-type: none"> • Application meets some or most of the RFP objectives but presents a significant overall degree of risk of unsuccessful project performance. • Weaknesses equal or outweigh any strength that exists.
Unsatisfactory	<p>An Unsatisfactory application has the following characteristics:</p> <ul style="list-style-type: none"> • The Application does not meet the RFP objectives or requires a major rewrite of the application. • Presents an unacceptable degree of risk of unsuccessful project performance. • Weaknesses demonstrate a lack of understanding of the Government’s needs. • Weaknesses significantly outweigh any strength that exists.

The technical approach is of greater importance than the management and staffing plan and past experience information. The management and staffing plan is of greater importance than the past experience information.

M.5. EVALUATION FACTORS

Factor 1: Technical Approach

The extent to which the offeror showcases its understanding of the communications landscape, opportunities and challenges, and convincingly demonstrates how it will help USAID effectively tell its story.

The extent to how comprehensive and innovative the approach to work is and derived from relevant experience and differentiators presented.

The extent to which the Offeror provides a clear and detailed implementation plan, including a breakdown of tasks across service categories, resource allocation, and a timeline with key milestones that align with the project objectives.

The extent to which the Offeror effectively identifies and mitigates risks, implements robust quality assurance processes, and ensures compliance with relevant regulations and USAID standards, including specific requirements in Peru.

Factor 2: Management and Staff Plan

The extent to which the management and staffing demonstrates the ability to effectively manage and execute the tasks outlined in the Statement of Work (SOW).

The extent to which the proposed approach(es) to collaboration, quality assurance and compliance during implementation is/are clear, convincing and demonstrates a solid understanding of challenges one can reasonably expect during implementation.

The extent to which the management approach showcases experienced and capable personnel that can effectively and seamlessly operationalize the proposed technical approach.

The extent to which lines of authorities emphasize effective collaboration, communication, and interaction contributes to achieving the project's objectives.

The extent to which the proposed key personnel are equipped with the skills and experience required to effectively execute the tasks outlined in the SOW.

Factor 3: Past Experience

The extent to which the offeror showcases sufficient experience and demonstrated success in technical areas described in the SOW and in Section L.4.4 (Past Experience Information), and experience and capacity implementing projects, campaigns and events of similar size and scope.

The Portfolio of Demonstrated Ability will be evaluated as part of past experience.

M.6. COST/PRICE EVALUATION

The proposed cost/price will be evaluated for realism and reasonableness.

Cost realism is an assessment of accuracy with which proposed costs represent the most probable cost of performance. Cost realism evaluation will be performed as part of the evaluation process:

- (1) To assess and verify the Offeror's understandings of the requirements;
- (2) To assess the degree to which the cost/price proposal accurately reflects the Offeror's understanding of the Statement of Work, as well as the risk that the Offeror will provide the supplies or services for the offered prices/cost; and
- (3) To assess the degree to which the cost included in the cost/price proposal accurately represents the Offeror's unique technical approach to implement the Contract.

No specific weight is assigned to the cost proposal evaluation. While the Technical criteria is more important than the cost, cost remains important as part of the Agency's best value analysis and verification of the Offeror's understanding of the requirements. In evaluating the cost portion of the

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proposal, the Government will include a minimum cost/price analysis to establish reasonableness of the Offeror's price, and a *targeted* cost realism analysis to determine what the Government should realistically expect to pay for the proposed effort, the Offeror's understanding of the work, and the Offeror's ability to perform the Contract. USAID/Peru Regional Office of Acquisition and Assistance (ROAA) will perform a targeted cost realism analysis on every technically acceptable Offeror, in accordance with FAR 15.404-1. As direct labor is the principal cost driver of the contract, cost realism will be done only on an Offeror's direct labor. Adjustments from this analysis will be applied to other costs that are derived from direct labor (e.g. indirect costs).

[END SECTION M]

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Annex 1.

Tasks Deliverables	LOE	Rate	TOTAL ESTIMATED PRICE
Marketing and Communications			\$0
- Communications Strategy Execution and Support			\$0
- Public Relations (PR)			\$0
- Graphic Design			\$0
- Social Media			\$0
- Search Engine Optimization (SEO)			\$0
- Writing, Publications, and Media Support			\$0
- Writing and Text Editing Capabilities			\$0
- Collateral Material Production Support			\$0
- Crisis Communications			\$0
Research and Analytics			\$0
- Market Research, Data Gathering, Analysis, and Reporting			\$0
- Public Opinion Gathering			\$0
- Media Analytical Support			\$0
Event Planning			\$0
Translation and Interpretation			\$0
Media Allocations			\$0
Videography Services			\$0
Photography Services			\$0
TOTAL ESTIMATED COST			\$0

Deliverables categories included here are illustrative. The offeror will present categories they think are best suited to deliver on the tasks in c.5

Labor Category	Labor Category	Expertise Level	Units	LOE	Rate	TOTAL ESTIMATED PRICE
Project Manager(PD)						\$0
Finance and Compliance Manager (FCM)						\$0
...						\$0
TOTAL ESTIMATED COST						\$0

Labor categories include here are illustrative. The offeror will present categories of personnel think are best suited to deliver on the tasks in c.5

Annex 2. Scenario for PowerPoint Presentation

USAID's Communications Strategic Messaging Campaign on the International Day of the World's Indigenous Peoples (August 9, 2024)

Background: USAID/Peru is actively involved in various initiatives that support the Indigenous Peoples of the country. Considering the significant challenges Indigenous communities face such as environmental protection, combating illegal activities, and preserving their cultural heritage, USAID is planning to launch a campaign to coincide with the International Day of the World's Indigenous Peoples on 9 August 2024.

Objectives:

- Raise awareness of Indigenous Peoples' rights, cultures, and knowledge, while also highlighting the important role Indigenous communities have in safeguarding the country's natural resources and fighting illegal activities.
- Increase public attention and start conversations to ultimately promote government action and policy changes in support of the Indigenous Peoples.
- Tell the Indigenous Peoples' stories and highlight USAID's involvement in empowering Indigenous Peoples and strengthening their rights.

Timeline: Two months (9 July - 9 September 2024) - running one month before and one month after 9 August 2024.

Tasks:

The Contractor will be responsible for all activities and costs encompassing the campaign and event, including but not limited to: development of the creative and strategic concept and designs, PR strategy, content creation, identifying and securing media channels, implementation of the campaign, press interactions, private sector partnerships, coordination of all required services, promotion, and event logistics, communications, and coordination. Include forward-thinking, innovation, and creativity in the process of effectively completing this campaign, while also maintaining USAID [ADS 508](#) compliance.

5. Create a campaign to spotlight the challenges and threats to Indigenous Peoples, emphasizing their human rights, cultures, and the preservation of ancestral knowledge. Highlight the crucial role these communities play in protecting the environment, combating illegal activities, and preserving their way of life despite significant risks, including threats to their lives. Detail the role USAID plays in supporting these communities. Aim to foster dialogue among government and stakeholders and encourage policy changes.
6. At the midpoint of the campaign (9 August 2024), host an event for local government and stakeholders centered around the International Day of the World's Indigenous Peoples, amplifying critical policy issues, and raising awareness about the challenges facing indigenous peoples.
7. Provide comprehensive creative and logistical expertise and support to conduct a successful campaign.

Audience: The following are the target audiences for the campaign and event:

- a) **Campaign:** The primary audience consists of local government officials, journalists, and the general population. The secondary audience is the international community, including policymakers in Washington and similar political centers, aiming to influence the policy agenda on these topics.

- b) **Event:** 300 invitees, including local government officials, journalists, members of the Indigenous Peoples groups, and NGOs that support this population, as well as USAID and implementing partner staff.

Budget: A total of \$150,000 (USD) for the campaign and event (including advertising, venue, and any envisioned related costs).