

REQUEST FOR PROPOSAL (RFP)

**To: Offerors**

**From: Creative Associates International, Inc.**

**Subject: Request for Proposal (RFP) No: RFP-YOL-09-22-0001 Subproject #: Request for Proposal (RPF) for Learning Agenda Question Performance Period: September 2022 to December 2022**

**RFP Issue Date: September 3, 2022**

**RFP Closing Date: September 16, 2022**

**RFP Closing Time: 5:00 PM – Local Time, Nigeria**

**Reference: USAID Contract No. AID-OAA-I-13-00005/72062021F00005**

Enclosed is a Request for Proposals (RFP). Creative invites qualified firms and organizations to submit a best-price proposal for ***Northeast Connection: Building Community Resilience to Violent Extremism and Conflict in Northeast Nigeria (hereinafter Northeast Connection) project funded under the referenced USAID contract***. The issuance of a subcontract is subject to availability of funds, successful negotiation of the subcontract budget and terms, and receiving USAID’s Contracting Officer consent, if required. The Contract resulting from this award will be a single **firm fixed price purchase order**.

The requirements for this activity are described in the “Statement of Work” in Attachment I. Creative encourages your organization to indicate its interest in this procurement by submitting a proposal according to the instructions in Attachment II “Instructions to Offerors”. Proposals will be evaluated based on the “Evaluation Criteria” in Attachment III. Creative will make an award to the responsible Offeror submitting an offer which provides best value to the project: technical merit and price will be both considered.

To be considered, Offerors should submit a complete proposal no later than the closing date and time indicated above. Offerors should ensure that the proposals are well-written in English, easy to read, follow the instructions provided and contain only requested information.

Any questions should be submitted **in writing** and emailed to procurement@connection-nigeria.com no later than September 7, 2022. **No questions will be entertained if they are received by means other than the specified email address, and any communications to alternate e-mail addresses will result in the disqualification of the bidder.** The solicitation number (listed above) should be stated in the subject line. Answers will be compiled and distributed by September 9, 2022**.**

Proposals must be comprised of **one electronic copy** of the Technical Proposal and **one electronic copy** of the Cost/Business proposal, sent in separate e-mails, and labeled with the above-stated subject, subproject number and title. Submissions shall be delivered to:

**Creative Procurement Department** **procurement@connection-nigeria.com**

Sincerely,

*Creative Procurement Department*

**Attachments:**

Attachment I : Statement of Work Attachment IV: Proposal Cover Letter

Attachment II : Instructions to Offerors Attachment V: Prime Contract Flow-Down Clauses Attachment III : Evaluation Criteria

# ATTACHMENT I: STATEMENT OF WORK

**About Creative Associates**

Creative Associates International provides outstanding, on-the-ground development services and forges partnerships to deliver sustainable solutions to global challenges. Its experts focus on building inclusive educational systems, transitioning communities from conflict to peace, developing sustainable economic growth, engaging youth, promoting transparent elections, and more. Creative is recognized for its ability to quickly adapt and excel in conflict and post-conflict environments. Creative is currently implementing a 2- year USAID-funded project titled “Northeast Connection: Building Community Resilience to Violent Extremism and Conflict in Northeast Nigeria.

**Summary**

This is a call for proposals for Learning Agenda question studies and feedback workshops across Adamawa, Borno, and Yobe (BAY) states. The consultant or firm will conduct data collection, analysis, and reporting across the BAY states and facilitate one feedback session in Abuja and report it to Creative Associates International’s Nigeria Northeast Connection: Building Community Resilience to Violent Extremism and Conflict in Northeast Nigeria project funded by USAID.

**Background**

Creative Associates International is implementing a 2-year United States Agency for International Development (USAID) funded program titled “Nigeria Northeast Connection (NNEC)”. The aim of the Northeast Connection program is to strengthen the resilience of communities vulnerable to violent extremist infiltration and conflict and to develop local capacity to respond to emerging threats. By targeting communities not yet under the control of violent extremist organizations (VEOs), Northeast Connection will mitigate the grievances that make communities vulnerable to violent extremism, while building social cohesion within and across communities in northeast Nigeria. In addition to helping Northeast Nigerians create a stronger foundation against the violent extremist and conflict threats, the activity is designed to develop local capacity to respond to emerging threats.

# Scope of Services

Creative Associates International under the Northeast Connection project seeks to engage a firm to carry out a series of studies for Learning Agenda Questions across the three states of NEC intervention (Adamawa, Yobe, and Borno) with a focus on the Local Government Areas (LGAs), listed below and to facilitate a Feedback session for the study. The assignment will be conducted under the direction of Northeast Connection and in consultation with key state institutions and stakeholders.

The learning agenda question is a set of programmatic and institutional inquiry and validation activities that seek to address critical knowledge gaps and periodically review the validity of the Activity’s Theory of Change (TOC) and critical assumptions. This activity presents an opportunity for the NE Connection team to engage stakeholders to review and provide input to ensure that thematic areas of program implementation focus are addressed in ways that are useful and appropriate for driving project gain, ensuring adaptability of learning, and strengthening sustainability within the communities of project implementation.

NE Connection proposed 5 sets of illustrative learning agenda questions, with their respective learning activities, resources, and timing to span over the span of Quarter 3 to Quarter 4 of the year 2022 (Q2-Q4 2022). These agenda questions will be distributed as follows; two (2) in the third quarter and three (3) in the fourth quarter.

## Objectives of Learning Agenda Questions

* To receive input from communities and major stakeholders on key thematic learning agenda questions through a learning study.
* To reflect on the key findings, recommendations and lessons learnt from the learning study.
* To review the strategies of NE Connection program for adaptation as drawn from the learning study findings.
* Strengthen stakeholder participation in program design and implementation for sustainable interventions.

The selected firm will develop specific the learning agenda question framework and research questions adhering to USAID Leaning Agenda Guidelines[[1]](#footnote-1).

### Northeast Connection will contract the firm or organization to:

* Conduct 2 learning agenda studies through data collection and analysis that will examine the identified study question(s) for that quarter.
* Facilitate 2 feedback sessions (one for each of the studies) with stakeholders to validate the findings of the learning agenda study.

# The Learning Agenda Questions and timelines

The illustrative questions are as found in the table below:

*Table 1. Illustrative Learning Questions*

|  |  |
| --- | --- |
| Learning Agenda Question | Resources and Timing |
| Which interventions contribute most significantly to strengthening social cohesion among citizens and local government actors? Under what conditions do these interventions lead to the most optimal outcomes? (Cohesion, Response) | Community Vulnerability surveys and SNA/ stakeholder survey, FGD *(2022 Q3)* |
| How can citizens and civic groups work together, and with state-level government partners, to prevent VEO recruitment and infiltration of communities? Among which groups is collaboration most effective? What roles do/can VEO defectors have in decreasing community vulnerability to extremism? (Mitigation, Cohesion)  | Community vulnerability, VEO method of recruitment assessment SNA/ stakeholder surveys, FGD and KII *(2022 Q3)* |
| Do communities become more resilient when women, youth, and other marginalized groups assume leadership roles and responsibilities? To what extent does social inclusion bring about desired gains in violence prevention and community resilience? How can existing community networks be strengthened to help change the roles women can play in the public sphere? (Mitigation, Response)  | Community Vulnerability surveys, possible STTA for academic partner *(2022 Q4)* |
| Are there unanticipated or negative impacts that result from efforts to prevent VEO activities or reduce their influence? As communities become more resilient (via infrastructure, social connection, etc.), do VEOs resort to forced recruitment? To what extent can interventions mitigate these impacts? Within the current context of the COVID-19 pandemic, are there ways to increase household and community financial self-reliance amidst difficult economic and security conditions? (Cohesion, Response) | Outcome Harvesting, FGD *(2022 Q4)* |
| What are the impacts of Early Warning and Peace Platform programs on the relationship between community members and security forces, and civilian-military cooperation generally? Are new corridors opening that connect the Northeast with Middle Belt and Northwest communities, making them more susceptible to VEO infiltration? (Mitigation) | PEA, conflict analysis, KIIs *(2022 Q4)* |

# Target LGAs

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Borno** | Maiduguri | Jere | Biu | Kwaya Kusar | Hawul | Shani |
| **Yobe** | Potiskum | Damaturu | Fune |     |
| **Adamawa** | Demsa | Mubi South | Mubi North | Guyuk | Numan | Lamurde |

# Anticipated Tasks/Deliverables

For each of the sets of the learning agenda question, the consultant is expected to:

* Participate in a Learning Agenda Question kick-off session with Northeast Connection and possibly participate in initial meetings with Northeast connection project.
* Conduct an initial desk study: gather relevant secondary materials to identify key actors and stakeholders, relevant local and oversight institutions, coordination mechanisms and support structures.
* Develop data collection tools (Qualitative), and proposed communities in each target state, informed by desk study.
* Conduct and manage the entire process of data collection, including training and coordinating enumerators.
* Use mixed method data collection, including key informant interviews (KII) and focus group discussions (FGD) at LGAs in each target state, with stakeholders as identified.
* Submit all data with disaggregated raw data in excel and data collection tools and ensure confidentiality of data.
* Prepare consolidated draft report for the three states providing an overview of the approach and results by state.
* Study report – Not more than 20 pages including but not limited to the following parts; executive summary, introduction/background, Description of the project, Learning Agenda purpose and Methodology, Findings, Conclusions and Recommendations.
* Presentation slide- Not more than 15 slide presentation of the findings and talking points from the study to be used at the feedback session.
* Conduct feedback session for validation of the findings of the learning study and present attendance and report of the activity.
* Validated report of the learning agenda question containing iterative strategies for the NE Connection Program's success, including a summary of significant findings and implications (for implementers and funders) of what works and what doesn't. It will also contain meaningful recommendations to inform the NE Connection program's plan for addressing the learning agenda's highlighted issues.

# Required Qualifications and Skills

* Team lead must possess a background in social science, academia, or development
* The firm must have a minimum of five years’ experience in strategic planning inquiry and institutional learning.
* Proven experience in, and familiarity with, the use of institutional learning or similar assessment tools (with at least two assessments successfully completed) in the development and implementation of development assistance programming.
* Proven experience of working with government authorities, academia, civil society organizations, and communities in Northeast Nigeria.
* Fluency in English, including outstanding writing skills

# Desired Qualifications and Skills

* Proven knowledge of donor-assisted efforts to promote improvements in Building Community Resilience to Violent Extremism in developing countries.
* Experience in development assistance programming with USAID or other international donors.
* Knowledge of local language(s).

# Supervision and Guidance

The firm or organization will be supervised on a day-to-day basis by the Nigeria Northeast Connection Project Team, led by the Chief of Party (COP). The COP will be responsible for deliverables review, payment, and administrative management. The consultant, firm or organization will participate in relevant meetings with Nigeria Northeast Connection, as required and under the supervision of the COP.

The firm or organization is expected to exercise the highest degree of individual initiative, resourcefulness, responsibility, and authority, consistent with USAID’s overall policy and procedural framework.

# COMPENSATION SCHEDULE

This activity will be compensated based on delivery and approval of milestones, as illustrated below:

|  |  |  |
| --- | --- | --- |
| **Schedule** | **Activity Description** | **Payment Amount (%)** |
| Milestone No. 1 | Finalized data collection tool, workplan and kick-off meeting report. | 50% |
| Milestone No. 2 | Draft learning agenda study report, presentation slide and Feedback session Agenda. | 30% |
| Milestone No. 3 | Conduct feedback session and present final validated report | 20% |

# PERIOD OF PERFORMANCE

Creative anticipates a period of performance of two months each; September-October, 2022 (for the third quarter) and November–December 2022 (for the fourth quarter).

# PLACE OF PERFORMANCE

Northeast Nigeria: Adamawa (Demsa, Mubi South, Mubi North, Guyuk, Numan, and Lamurde LGAs), Yobe (Damaturu, Potiskum, and Fune LGAs), and Borno (Maiduguri, Jere, Biu Kwaya Kusar, Hawul, and Shani LGAs) states.

# ATTACHMENT II INSTRUCTIONS TO OFFERORS

1. **General Instructions**

These Instructions to Offerors will not form part of the offer or of the Contract. They are intended solely to aid Offerors in the preparation of their proposals. **Read and follow these instructions carefully**.

* 1. The proposal and all corresponding documents related to the proposal must be written in the English language, unless otherwise explicitly allowed. Additionally, all proposals should be single-spaced with clear section headings, and be presented in the order specified in Attachment III – Evaluation Criteria.
	2. Proposals must include only the Offeror’s own work. No text should be copied from sources outside of your organization, unless those sources are adequately cited and credited. **If Creative determines that any part of the proposal is plagiarized from outside sources, the Offeror will be automatically disqualified.**
	3. Proposals and all cost and price figures must be presented in **local currency**. All prices should be gross of tax, but net of any customs duties. A firm fixed price purchase order will be issued to the successful offeror in local currency as per requirement of local Law.
	4. The Offeror must state in their Proposal the validity period of their offer. The minimum offer acceptance period for this RFP is **90 days** after closing date of the RFP. If an Offeror has provided a validity period of less than 90 days, they will be asked to revise this. If the Offeror does not extend the validity period, their proposal will be rejected. Creative reserves the right not to make an award.
	5. The Technical Proposal and Cost/Business Proposal **must** be kept separate from each other. Technical Proposals must not make reference to cost or pricing information **at any point**. This will enable in order the technical evaluation to be made strictly on the basis of technical merit.
	6. Offerors must be licensed and authorized to conduct business in **Nigeria**, as evidenced by submission of a copy of a valid Business License (if registered as a for-profit company), a valid Host Government license (if registered as a non-profit organization) or a municipal license (if registered as a local vendor of goods or import-export dealer). The copy of the license must clearly show a license number, official government stamp and a date of issue and date of expiry.
	7. No costs incurred by the Offerors in preparing and submitting the proposal are reimbursable by Creative. All such costs will be at the Offeror’s expense.
	8. Responsibility Determination: Award shall only be made to “responsive” subcontractors. To enable Creative to make this determination, the Offeror must provide a cover letter, as provided in Attachment IV.
	9. Late Offers: Offerors are wholly responsible for ensuring that their Offers are received in accordance with the instructions stated herein. A late Offer will be recommended for rejection, even if it was late as a result of circumstances beyond the Offeror’s control. Late offers will only be considered at the procurement department’s discretion.
	10. Modification/Withdrawal of Offers: Offerors have the right to withdraw, modify or correct their offer after it has been delivered to Creative at the address stated above, and provided that the request is made before the RFP closing date.
	11. Disposition of Proposals: Proposals submitted in response to this RFP will not be returned. Reasonable effort will be made to ensure confidentiality of proposals received from all Offerors. This RFP does not seek information of a highly proprietary nature, but if such information is included in the Offeror’s proposal, the Offeror must alert Creative and must annotate the material by marking it “Confidential and Proprietary” so that these sections can be treated appropriately.
	12. Clarifications and Amendments to the RFP: Any questions regarding this solicitation must be **emailed** to procurement@connection-nigeria.com within 10 days of the date of issue of the RFP. No questions/clarifications will be entertained if they are received by another means. The solicitation number should be stated in the subject. Responses will be complied and emailed to the requesting potential Offeror and will be sent to all organizations that requested this RFP or re-posted publicly if offered as a full and open competition.
	13. Creative anticipates that discussions with Offerors will be conducted; however, Creative reserves the right to make an award without discussions. It is strongly recommended that Offerors present their best offer.
	14. Eligibility of Firms – Source/Origin/Nationality: The authorized geographic code for the source and origin of the goods and services and for the nationality of our suppliers under this contract is 937. A full discussion of the source/origin/nationality requirements maybe found at 22 CFR 228 (see <http://www.access.gpo.gov/nara/cfr/waisidx_02/22cfr228_02.html>). Offerors whose proposals fail to meet the nationality requirements will be considered non-responsive.

**Failure to agree and comply with any of the above specifications will result in the Offeror being considered unresponsive and the proposal may be rejected.**

1. **Submission of Proposal:**

Proposals must be submitted in **two separate e-mails:**

* 1. E-mail 1 – Technical Proposal
	2. E-mail 2 – Cost/Business proposal

Each e-mail should be clearly labeled with the RFP number and project title.

Proposals must be delivered no later than the specified date/time to the address below.

Creative Procurement Department procurement@connection-nigeria.com

**Offerors who do not submit their technical and cost proposals separately will be automatically disqualified.**

1. **Content of Proposal:**

The proposal shall be comprised of four sections:

1. The Cover Letter (Attachment IV)
2. Copy of the Offeror’s Valid Business license
3. The Technical Proposal
4. The Cost/Business Proposal
5. The Cover Letter: should be on the Offeror’s letterhead and MUST contain the information requested in Attachment IV.
6. Business License
7. Technical Proposal:
	1. Should **clearly & precisely** address theoretical and practical aspects that the Offeror has considered and will employ to carry out the statement of work.
	2. The Technical Proposal is the opportunity for the Offeror to demonstrate that the firm is “technically capable” of implementing the activity, and should demonstrate the Offeror’s understanding of and capabilities to carry out the work, and address the key issues described in the Evaluation Criteria in Attachment III.
	3. The Technical Proposal should be divided into clearly separate sections **following the same order** of the Evaluation Criteria in Attachment III. A mis-ordered proposal that makes information hard to find will result in lower scores.
	4. **If an Offeror submits a proposal that fails to respond to the majority of the information requested in this RFP, as outlined specifically in the statement of work and the evaluation criteria, the Offeror’s proposal will be automatically disqualified**.
8. The Cost/Business Proposal**:** must be submitted separately from the technical proposal and will primarily indicate the cost for performing the work specified in this RFP. At a minimum, the Cost/Business proposal should include the following information:
	1. A detailed budget that provides a break-down of costs by line item. Note that any indirect/overhead costs should be listed as a separate line item in the budget and should not

be built into the direct costs. **Use the budget template presented in the Evaluation Criteria, in Attachment III**.

* 1. Bidders should not use any “loaded rates” for labor. Budgets should include base labor rates only. Forms with loaded rates (i.e. inclusive of staff bonuses or any other type of financial benefit) will be rejected.
	2. Detailed and comprehensive cost notes that provides information on each of the line items in the budget and explains why these items are needed for implementation of the activity.
	3. If indirect rates are charged, Offerors must provide supporting computations for the allocation for indirect/overhead costs, a copy of an audit report and balance sheet, and a profit and loss (P&L)/income & expenditure / revenue & expenditure statement OR a copy of the current Negotiated Indirect Cost Rate Agreement (NICRA).
	4. USAID Biographical Data sheet (AID 1420) for each individual proposed in the proposal. The form must be signed by the individual and the offeror and should include daily rates in **local currency** only. Additionally, biographical data sheets should include base rates only. Forms with loaded rates (i.e. inclusive of staff bonuses or any other type of financial benefit) will be rejected.

**Failure to comply with any of the above points will result in the Offeror being considered “unresponsive” and the proposal may be rejected.**

If an Offeror provides insufficient information in their technical and/or cost proposal, Creative reserves the right to request additional information, or to request a revised proposal from the Offeror, if necessary.

**Creative reserves the right to make no award, or multiple awards, under this RFP.**

# ATTACHMENT III EVALUATION CRITERIA

**Basis of Award**: The award will be made to the offeror whose offer presents the Best Value: the optimal combination of technical merits and reasonable cost. Proposals will be scored on technical factors first. Only the Cost/Business proposals of those offers that surpass the minimum qualifying score of **70 points** in the technical evaluation will have their Cost/Business Proposal reviewed. Those that do not reach this qualifying score in the Technical Evaluation will be considered non-competitive and their Cost/Business proposals will not be considered.

# SAMPLE EVALUATION CRITERIA

1. **Technical Competence – presented in the Technical Proposal 100 points**
	1. **Technical Approach100 points**

**Provide a clear, specific, and succinct technical proposal that covers both the conceptual and practical approaches of how to achieve the objectives of this project. Specifically, please address the following, in the order specified below:**

|  |  |  |
| --- | --- | --- |
| **Item** | **Requirement** | **Points Available** |
| 1) Value proposition | Considering the Statement of Work in Attachment I, please describe in detail the following:1. Technical approach
2. Illustrative questions and target data sources

Value propositions that indicate an in depth, technical and operational understanding of implementing the work in theidentified place of performance, will be scored more favorably than those that do not consider these factors. | 30 |
| 2) Methodology | Considering the Statement of Work in Attachment I, please describe in detail the following:1. Steps, in chronological order, that you will take to implement the work. Describe proposed innovative approaches or technology you plan to use.
2. Proposed data collection tools and approach
3. Management plan to implement in identified place of performance within established period of performance

Methodologies that indicate a greater practical understanding of implementing the work, and more innovative yet realistic ways of carrying out the work will be scored more favorably than those thatdo not consider these factors. | 20 |

|  |  |  |
| --- | --- | --- |
| 3) Staffing | Please provide the following, in order:a) Staffing plan that includes the following information for each proposed staff member:1. *Name and Proposed position on the team:*
2. *Summary of relevant expertise and experience*

b) CVs for each proposed key staff member. CVs should be no longer than one (1) page in length.Staffing plans that propose staff with qualifications and experience related to the tasks stated in this RFP will be evaluated more favorably than staffing plans that do not take these factors into consideration. | 20 |
| 4) Past Performance | Document and summarize your proven track record of successfully implementing similar activities to include a description of similar services provided in the past and any lessons learned that will be incorporated into the activity described in this RFP. Offerors with past performance with similar projects, in the same geographic area and/or of similar scale to the activity described in this RFP will be scored more favorably than offerors that do not meet these criteria. | 30 |
| **Total points** | **100** |

**If an Offeror submits a proposal that fails to respond to the majority of the information requested in this RFP, as outlined specifically in the statement of work and the evaluation criteria, the Offeror’s proposal will be automatically disqualified**. **B. Past Performance and Experience**

Document and summarize your proven track record of successfully implementing similar activities. Using the **exact table format provided below**, please list only the projects you have implemented within the past 3 years, a brief description of how each is relevant to this RFP and the contact details for each previous client or donor. You may also include recommendation/appreciation letters and certificates as attachments.

Offerors with past performance with similar projects, in the same geographic area and/or of similar scale to the activity described in this RFP will be scored more favorably than offerors that do not meet these criteria. Please note that Offerors cannot be evaluated on information that they do not provide. For example, if an Offeror has current/past performance working with Creative, they cannot be positively evaluated on this experience unless it is provided in the Offeror’s proposal.

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| # | **(a) Activity Title** | **(b) Location(s) of activity** | **(c) Synopsis of the activity and its relevance****to this RFP** | **(d) Performance period (**date, duration and if completed on schedule**)** | **(e) Prime or Subcontractor?** | **(f) Amount for the activity** | **(g) Name & Contact Info**(E-mail **and**phone) of client |
| *1* |  |  |  |  |  |  |  |
| *2* |  |  |  |  |  |  |  |
| *3* |  |  |  |  |  |  |  |

**C. Attachments Not Scored**

You may include recommendation/appreciation letters and certificates as attachments, or any other documentation you wish to further support your proposal, **stapled/bound separately from the rest of the technical proposal.** Content presented here will not be scored.

1. **Cost Reasonableness & Financial Capability** – presented in Cost/Business Proposal. **Not Scored.**

a) Submit a detailed budget to carry out this work. Creative’s review of the Cost Proposal shall determine if the overall costs proposed are realistic for the work to be performed, reflect a correct understanding of the project requirements, and are consistent with the Offeror’s Technical Proposal. Creative will also review individual line items and determine if they are allowable, allocable and reasonable.

The following is a format for the detailed budget. The Offeror may list any reasonable, allowable and allocable cost line items, but must follow the major categories listed below, breaking down all “lump sum” items as much as reasonably possible. Any indirect/overhead costs should be listed as a separate line item in the budget and should not be built into the direct costs.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Description** | **Unit (day/month)** | **Quantity** | **Unit Cost** | **Total Price** |
| **A) Program Staffing** |  |  |  |  |
|  |  |  |  |  |
| **B) Program Material and Equipment** |  |  |  |  |
|  |  |  |  |  |
| **C) Program Administration and Services** |  |  |  |  |
|  |  |  |  |  |
| **Total** |  |  |  |  |

Cost proposals providing more direct funding towards programming outputs and local labor, instead of staff salaries and administrative or overhead costs, will be reviewed more favorably.

1. Submit reasonably comprehensive budget narrative/ budget notes that provides information on each of the line items in the budget and explains why these items are needed for implementation of the activity.
2. If indirect rates are charged, Offerors must provide supporting computations for the allocation for indirect/overhead costs, a copy of an audit report and balance sheet, and a profit and loss (P&L)/income & expenditure / revenue & expenditure statement OR a copy of the current Negotiated Indirect Cost Rate Agreement (NICRA).
3. USAID Biographical Data sheet (AID 1420) for each individual proposed in the proposal. The form must be signed by the individual and the offeror and should include daily rates in **local currency** only. Additionally, biographical data sheets should include base rates only. Forms with loaded rates (i.e. inclusive of staff bonuses or any other type of financial benefit) will be rejected.

Offerors that do not provide the above-required items as part of their Cost/Business proposal, that provides a proposal that represents a poor understanding of the work to be performed, or that presents unrealistic, unallowable, unallocable or unreasonable items and costs, in the reviewer’s evaluation, will be considered unresponsive and may be disqualified from further consideration.

**Best value determination for award**

Creative will evaluate proposals on a best value basis, in accordance with the Federal Acquisition Regulations (FAR) Subpart 15.1 – Source Selection Processes and Techniques. In all solicitations, Creative will consider and conduct an evaluation on the basis of both technical capacity and cost. The relative importance of these two factors will vary depending on the nature of the activity. In rare cases, Creative may also award to a firm other than the highest technically rated Offeror or the lowest price Offeror, in accordance with FAR 15.101- 1.

**Creative reserves the right to request additional supporting documentation or a revised proposal from an Offeror if insufficient information has been provided in the Offeror’s technical and/or cost proposal. If the requested information is not provided, Creative has the right to disqualify the firm from further consideration.**

# ATTACHMENT IV

**FORMAT FOR PROPOSAL COVER LETTER – TO BE PRINTED ON ORGANIZATIONAL LETTERHEAD**

To: Creative Procurement Team Dear Sir / Madam:

City, Country

<Date>

We, the undersigned, offer to undertake the **Insert RFP No]**, **[Insert project title**, in accordance with your Request for Proposal dated **[Insert MM/DD/YYYY]** and our Technical and Cost/Business Proposal submitted herein.

Our organization’s details are as follows:

* 1. Company’s Name
	2. Company’s Address
	3. Name of Company’s authorized representative:
	4. Telephone #/Cellular Phone #, Email address:
	5. Validity Period of Proposal
	6. A valid Business License

Our proposal shall be binding upon us, subject to any modifications resulting from negotiation, up to expiration of the validity period of the proposal. We understand you are not bound to accept this or any Proposal you receive.

We also certify that our organization:

1. has adequate financial resources including appropriate insurance coverage to perform the work stated herein, or the ability to obtain them without delay;
2. is able to comply with the described delivery or performance schedule, taking into consideration all existing commitments and constraints;
3. has a satisfactory performance record;
4. has a satisfactory record of integrity and business ethics.
5. has the necessary technical capacity, equipment and facilities, or the ability to obtain them; and
6. is otherwise qualified and eligible to receive an award under applicable laws and regulations.

Sincerely,

Authorized Signature:

Name and Title of Signatory: Date:

**Attachment V**

# PRIME CONTRACT FLOW-DOWN CLAUSES

Work performed or supplies delivered under the Agreement resulting from this RFP is pursuant to a contract from USAID. All relevant flow-down clauses from the contract will be incorporated in the Agreement: (a) in such a manner as to make the Contractor subject to those clauses, as applicable, and (b) to the extent necessary to enable Creative to perform its’ obligations under the contract to enable USAID to enforce its rights hereunder. This agreement incorporates the following Federal Acquisition Regulations (FAR) and agency regulations as applicable. To the fullest extent that these clauses flow-down or apply to the Contractor, they are incorporated herein by reference with the same force and effect as if they were given in full text. Where appropriate and applicable under these clauses, references to the “Government” shall be interpreted to mean the Creative Associates and “Contractor” to mean the Contract recipient of the Agreement resulting from this award.

**Federal Acquisition Regulations (FAR) (48 CFR 1) Clauses**

The following FAR Clauses are applicable to this specific subcontract, incorporated here by reference.

|  |  |  |
| --- | --- | --- |
| 52.202-1 | DEFINIITIONS | Jul-04 |
| 52.203-3 | GRATUITIES | Apr-84 |
| 52.203-5 | COVENAT AGAINST CONTINGENT FEES | Apr-84 |
| 52.203-6 | RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT | Sep-06 |
| 52.203-7 | ANTI-KICKBACK PROCEDURES | Jul-95 |
| 52.203-8 | CANCELLATION, RECISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY | Jan-97 |
| 52.203-10 | PRICE OR FEE ADJUSTMENT FOR ILLIGAL OR IMPROPER ACTIVITY | Jan-97 |
| 52.203-12 | LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDRAL TRANSACTIONS | Sep-05 |
| 52.204-2 | SECURITY REQUIREMENTS | Aug-96 |
| 52.204-4 | PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER | Aug-00 |
| 52.209-6 | PROTECTING THE GOVERNMENT’S INTEREST WHWN SUBCONTRACTING SEP 2006 | Sep-06 |
|  | WITH CONTRACTORS DEBARRED, SUSPENDED, ORPROPOSED FOR |  |
|  | DEBARRMENT |  |
| 52.215-2 | AUDIT AND RECORDS –NEGOTIATION | Jun-97 |
| 52.215-8 | ORDER OF RECEDENCE—UNIFORM CONTRACT FORMAT | Oct-97 |
| 52.215-11 | PRICE REDCUTION FORDEFECTIVE COST OR PRICING | Oct-97 |
|  | DATA—MODIFICATION |  |
| 52.215-13 | SUBCONTRATOR COST OR PRICING DATA—MODIFICATION | Oct-97 |
| 52.215-14 | INTEGRITY OF UNIT PRICES | Oct-97 |
| 52.215-15 | PENSION ADJUSTMENT AND ASSET REVISIONS | Oct-04 |
| 52.215-18 | REVISION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT | Jun-05 |
|  | BENEFITS OTHER THAN PENSIONS (PRB) |  |
| 52.215-19 | NOTIFICATION OF OWNERSHIP CHANGES | Oct-97 |
| 52.216-7 | ALLOWABLE COST AND PAYMENT | Dec-02 |
| 52.216-8 | FIXED-FEE | Mar-97 |
| 52.217-8 | OPTION TO EXTEND SERVICES | Nov-99 |
| 52.219-14 | LIMITATIONS ON SUBCONTRACTING | Dec-96 |
| 52.222-21 | PROHIBITION OF SEGREGATED FACILITIES | Feb-99 |

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| 52.222-26 | EQUAL OPPORTUNITY | Apr-02 |
| 52.222-29 | NOTIFICATION OF VISA DENIAL | Jun-03 |
| 52.222-35 | EQUAL OPPORTUNITY FOR SPECIAL DISABLED | Sep-06 |
|  | VETERANS, OF THE VIETNAM ERA, AND OTHER |  |
|  | ELIGIBLE VETERANS |  |
| 52.222-36 | AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES | Jun-98 |
| 52.222-37 | EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS OF THE VIETNAM ERA | Sep-06 |
|  | AND OTHER ELIGIBLE VETERANS |  |
| 52.223-6 | DRUG-FREE WORKPLACE | May-01 |
| 52.223-14 | TOXIC CHEMICAL RELEASE REPORTING | Aug-03 |
| 52.225-13 | RESTRICTIONS ON CERTAIN FOREIGN | Feb-06 |
| 52.225-14 | INCONSISTENCY BETWEEN ENGLISH VERSION | Feb-06 |
| 52.225-19 | CONTRACTOR PERSONNEL IN A DESIGNATED OPERATIONAL AREA OR SUPPORTING | Mar-08 |
|  | A DIPLOMATIC OR CONSULAR MISSION |  |
|  | OUTSIDE THE UNITED STATES |  |
| 52.227-2 | NOTICE AND ASSISTANCE REGARDING PATENT | Aug-96 |
| 52.227-14 | RIGHTS IN DATA-GENERAL | Jun-87 |
| 52.228-3 | WORKERS' COMPENSATION INSURANCE | Apr-84 |
|  | (DEFENSE BASE ACT) |  |
| 52.228-7 | INSURANCE-LIABILITY TO THIRD PERSONS | Mar-96 |
| 52.229-3 | FEDERAL, STATE, AND LOCAL TAXES | Apr-03 |
| 52.229-8 | TAXES-FOREIGN COST-REIMBURSEMENT CONTRACTS | Mar-90 |
| 52.230-2 | COST ACCOUNTING STANDARDS | Apr-98 |
| 52.230-6 | ADMINISTRATION OF COST ACCOUNTING STANDARDS | Apr-05 |
| 52.232-9 | LIMITATION ON WITHHOLDING Or PAYMENTS INTEREST | Apr-84 |
| 52.232-17 | INTEREST | Jun-96 |
| 52.232-22 | LIMITATION OF FUNDS | Apr-84 |
| 52.232-23 | ASSIGNMENT OF CLAIMS | Jan-86 |
| 52.232-25 | PROMPT PAYMENT | Oct-03 |
|  | ALTERNATE I | Feb-02 |
| 52.232-33 | PAYMENT BY ELECTRONIC FUNDS—CENTRAL | Oct-03 |
|  | CONTRACTOR REGISTRATION |  |
| 52.232-37 | MULTIPLE PAYMENT ARRANGEMENTS | May-99 |
| 52.233-1 | DISPUTES | Jul-02 |
| 52.233-3 | PROTEST AFTER AWARD | Aug-96 |
|  | ALTERNATE I | Jun-85 |
| 52.233-4 | APPLICABLE LAW FOR BREACH OF CONTRACTO CLAIM | Oct-04 |
| 52.242-1 | NOTICE OF INTENT TO DISALLOW COSTS | Apr-84 |
| 52.242-3 | PENALTIES FOR UNALLOWABLE COSTS | May-01 |
| 52.242-4 | CERTIFICATION OF FINAL INDIRECT COSTS | Jan-97 |
| 52.242-14 | SUSPENSION OF WORK | Apr-84 |
| 52.242-15 | STOP-WORK ORDER | Apr-89 |
|  | ALTERNATE I | Apr-84 |
| 52.242-17 | GOVERNMENT DELAY OF WORK | Apr-84 |
| 52.243-2 | CHANGES--COST REIMBURSEMENT | Aug-87 |
|  | Alternate II (Apr 1984) |  |
| 52.244-2 | SUBCONTRACTS | Jun-07 |
|  | ALTERNATE I *(JUN* 2007) |  |
| 52.244-6 | SUBCONTRACTS FOR COMMERCIAL TEMS | Sep-06 |

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| 52.245-5 | GOVERNMENT PROPERTY (COST-REIMBURSEMENT | May-04 |
|  | TIME AND MATERIALS, OR LABOR HOUR CONTRACTS) |  |
| 52.246-23 | LIMITATION OF LIABILITY | Feb-97 |
| 52.246-25 | LIMITATION OF LIABILITY—SERVICES | Feb-97 |
| 52.247-63 | PREFERENCE FOR 0.5.-FLAG AIR CARRIERS | Jun-03 |
| 52.247-64 | PREFERENCE FOR PRIVATELY OWNED U.S.-FLAG | Feb-06 |
|  | COMMERCIAL VESSELS |  |
| 52.247-67 | SUBMISSION OF COMMERCIAL TRANSPORTATION | Feb-06 |
|  | BILLS TO THE GENERAL SERVICES ADMINISTRATION FOR AUDIT |  |
| 52.249-2 | TERMINATION FOR CONVENIENCE OF THE | May-04 |
|  | GOVERNMENT (FIXED-PRICE) |  |
| 52.249-4 | TERMINATION FOR CONVENIENCE OF THE | Apr-84 |
|  | GOVERNMENT (SERVICES) (SHORT FORM) |  |
| 52.249-6 | TERMINATION (COST-REIMBURSEMENT) | May-04 |
| 52.249-8 | DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) | Apr-84 |
| 52.249-14 | EXCUSABLE DELAYS | Apr-91 |
| 52.253- 1 | COMPUTER GENERATED FORMS | Jan-91 |

**1.) Agency for International Development Acquisitions Regulations (AIDAR) (48 CFR 7) Clauses**

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| 752.202-1 | DEFINITIONS | Jan-90 |
| 752.204-2 | SECURITY REQUIREMENTS | (undated) |
| 152.209-71 | ORGANIZATIONAL CONFLICTS OF INTEREST | Jun-93 |
|  | DISCOVERED AFTER AWARD |  |
| 752.211-70 | LANGUAGE AND MEASUREMENT | Jun-92 |
| 752.225-71 | LOCAL PROCUREMENT | Feb-97 |
| 752.228-3 | WORKER'S COMPENSATIONINSURANCE |  |
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| 752.228-7 | INSURANCE-LIABILITY TO THIRD PERSONS |  |
| 752.245-70 | GOVERNMENT Property-USAID |  |
|  | REPORTING REQUIREMENTS |  |
| 752.245-71 | TITLE TO AND CARE OF PROPERTY | Apr-84 |
| 752.7001 | BIOGRAPHICAL DATA | Jul-97 |
| 752.7002 | TRAVEL AND TRANSPORTATION | Jan-90 |
| 752.7006 | NOTICES | Apr-84 |
| 752.7008 | USE OF GOVERNMENT FACILITIESOR | Apr-84 |
|  | PERSONNEL |  |
| 752.701 | CCNVERSION OF U.S. DOLLARS TO LOCAL | Apr-84 |
|  | CURRENCY |  |
| 752.7011 | ORIENTAT/ON AND LANGUAGE TRAINING | Apr-84 |
| 752.7013 | CONTRACTOR-MISSION RELATIONSHIPS | Oct-89 |
| 752.7014 | NOTICE OF CHANGES :N TRAVEL REGULATIONS | Jan-90 |
| 752.7015 | USE OF POUCH FACILITIES | Jul-97 |
| 752.7018 | HEALTH AND ACCIDENT COVERAGE FOR | Jan-99 |
|  | USAID PARTICIPANT TRAINEES |  |
| 752.7019 | PARTICIPANT TRAINING | Jan-99 |
| 752.7023 | REQUIRED VISA FORM FOR USAID | Apr-84 |
|  | PARTICIPANTS |  |
| 752.7025 | APPROVALS | Apr-84 |
| 752.7028 | DIFFERENT:ALS AND ALLOWANCES | Jul-96 |
| 752.7029 | POST PRIVILEGES | Jul-93 |
| 752.7031 | LEAVE AND HOLIDAYS | Oct-89 |
| 752.7033 | PHYSICAL FITNESS | Jul-97 |
| 752.7034 | ACKNOWLEDGEMENT AND DISCLAIMER | Dec-91 |
| 752.7035 | PUBLIC NOTICES | Dec-91 |

**Restriction on Certain Foreign Purchases (June 2008)**

Except as authorized by the Office of Foreign Assets Control (OFAC) in the Department of the Treasury, the Contractor shall not acquire, for use in the performance of this contract, any supplies or services if any proclamation, Executive order, or statute administered by OFAC, or if OFAC's implementing regulations at 31 CFR Chapter V, would prohibit such a transaction by a person subject to the jurisdiction of the United States.

1. Except as authorized by OFAC, most transactions involving Cuba, Iran, and Sudan are prohibited, as are most imports from Burma or North Korea, into the United States or its outlying areas. Lists of entities and individuals subject to economic sanctions are included in OFAC's List of Specially Designated Nationals and Blocked Person at hup://[www.treas.gov/offices/enforcement/ofac/sdn](http://www.treas.gov/offices/enforcement/ofac/sdn). More information about these restrictions, as well as updates, is available in the OFAC's regulations at 31 CFR Chapter V and/or on OFAC's website at httn:/[/www.treas.gov/oltices/enforcementiofac.](http://www.treas.gov/oltices/enforcementiofac)
2. The Contractor shall insert this clause, including this paragraph (c), in all subcontracts.

**1 . 3 4-14.001**

Information for Non-US contractors, subcontractors, and key individuals.

* 1. The contractor must complete and submit the "USAID Information Form" in appendix B, for:
		1. Itself, if it is a non-U.S. entity;
		2. Each subcontractor or subcontractor of a subcontractor, regardless of the tier, that is a non-U.S. entity; or
		3. Each key individual that is a non-U.S. entity.
	2. For purposes of this clause, the following definitions apply:

"Non-U.S. entity: means (1) any non-US citizen or non-permanent legal resident of the United States; or (2) any entity that is not formed in the United States or for which 50% or more of the equity is owned or controlled by persons who are not U.S. citizens or permanent legal residents of the United States.

"Key individuals" means (i) an individual or entity owning 10% or more equity stake in the organization, whether publically- or privately-held; (ii) principal officers of the organization's governing body (e.g., chairman, vice chairman, treasurer or secretary of the board of directors or board of trustees);

(iii) the principal officer and deputy principal officer of the organization (e.g., executive director, deputy director; president, vice president); (iv) the program manager of chief of party for the USAID-financed program; and ( v) any other person with significant responsibilities for administration of USAID financed activities or resources.

* 1. The requirements of paragraph (a) of this clause must be completed at prior to the Government's acceptance of the contract and following that, at the earlier of:
		1. Once a year; or
		2. When there is a change or addition to any entity or person identified in paragraph (a).
	2. USA1D reserves the right to rescind approval for a sub-award in the event that USAID subsequently becomes aware of information indicating that the sub-award is contrary to U.S. law or policy prohibiting support for terrorism, or facilitating criminal activity. In such cases, USAID's Contracting Officer will provide written instructions to the recipient to terminate the sub-award.

**(End of Provision)**

1. https://usaidlearninglab.org/sites/default/files/resource/files/learning\_agenda\_tip\_sheet\_final.pdf [↑](#footnote-ref-1)