

# **REQUEST FOR PROPOSAL (RFP)**

To: Offerors

From: Creative Associates International, Inc.

Subject: Request for Proposal (RFP) No: RFP-YOL-07-22-0001

Subproject #: Request for Proposal (RPF) for Midline Listenership Survey

Performance Period: September 1, 2022 to October 30, 2022

RFP Issue Date: July 13, 2022 RFP Closing Date: July 27,, 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 <u>in writing</u> and emailed to <u>procurement@connection-nigeria.com</u> no later than July 19, 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 July 21, 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 a Midline Listenership survey for all grantee implemented and direct implementation projects of Nigeria Northeast Connection (NNEC) across Adamawa, Borno, and Yobe states. The contracted firm or organization will conduct data collection, analysis, and reporting to Creative Associates International's (Creative Associates) Northeast Connection: Building Community Resilience to Violent Extremism and Conflict in Northeast Nigeria (Northeast Connection) 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". 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 under Northeast Connection program seeks to engage a firm to carry out a study for a Midline Listenership survey across the three states of intervention (Adamawa, Yobe, and Borno) with a focus on the Local Government Areas (LGAs) where grantees of the program and state portfolios have implemented media related programming. The assignment will be conducted under the direction of Northeast Connection and in consultation with media institutions and audiences.

The Midline Listenership survey is following the successful implementation of a series of media-related activities on media stations within the BAY states. The survey will aim to investigate theme arguments on the different activities and determine what, if any, change can be attributed to the project, in accordance with the project's philosophy of change. The 3-R Framework's Reach, Relevance/Resonance, and Response aspects will be at the heart of the Listenership survey. This will help the team track and document stories of change that can be attributed to the media related programs, assess the impact of the programs on the communities and identify areas for improvement and provide recommendations for future programming.

# Methodology

This midline listenership survey will adopt a mixed approach methodology, consisting of both quantitative and qualitative methods. It will employ a community-based survey to collect perceptions of community people within target locations then triangulate same with focus group discussions, and key informant interviews and review of existing literature.

Leveraging on an already existing media mapping and listenership survey tools, which ascertained some media perception baselines, the firm will in collaboration with the NNEC team develop survey tools suited for this survey. The inception, midterm and final reports of this study will be developed by the consulting firm with the concurrence of the Northeast Connection team's MEL team.

# The objectives of the listenership survey

The listenership survey objectives are as specified below:

- 1. to measure the reach of, resonance with, and response to the media related activities of the project.
- 2. understand the contextual extremism issues that are most important to target listeners.
- 3. document stories of change that can be attributed to the media programs.
- 4. assess the perceptions and attitudes of communities to program objectives.
- 5. identify themes relevant to the goal and objectives of the program which could be included in future media-related activities.

The selected firm will thus develop the Midline Listenership survey framework and research questions, adhering to <u>USAID Evaluation Policy</u>.

Northeast Connection will contract the firm or organization to:

 Conduct a listenership survey through data collection and analysis of media activities on the NE Program.

## The Media activities

Title	Objective	Grantee	Channel	State
CEER Bi- weekly radio programs	The purpose of the radio programs is to extend the message of peace to larger communities	Cohort for Existential Emergency Relief (CEER)	Radio	Borno, Yobe
Mafitar Mu (Our Way Out)	To promote peacebuilding through community, civil society and government collaborative efforts aimed at resilience of at-risk-of-violence communities in Borno, Adamawa and Yobe states.	Dandal Kura Radio International	Radio	Borno Adamawa Yobe
Media Engagement	Essentially to cover Activity 1.1: Advocacy visits to relevant stakeholders. Activity1.3-Capacity building training for youths, community leaders, and local authorities on peacebuilding, inclusive decision-making, and Sustainable Development Goals (SDGs) Activity 1.4- Community peace and security roundtables with youth and LGA representatives and Activity 2.1- Support to youth champions to engage with peers to share skills and knowledge and respond to conflict as identified by community members during roundtables and creation of joint development plans.	Saferworld Foundation (SWF)	TV and Radio	Adamawa
Media outreach	The radio jingle will create public awareness of the effects and the dangers of radicalization and extremism. The media outreach will also be used to pass across or disseminate information that will enhance relationships, mutual understanding, tolerance, and peaceful coexistence. It will	CEPAN	Radio	Adamawa

	increase project publicity and amplify the need for early warning detection and response messages that may contribute to reducing violent extremism and prevent youth restiveness.			
Content Development, Program Production and Airing of Radio Program	Develop content and conduct monthly radio programs addressing different trauma and psychosocial related issues for three months (13 episodes) with the aim of creating awareness on the impact of trauma as well as the dangers associated with ignoring prolonged trauma.	Carefronting Nigeria	Radio	Borno MMC and Biu

# **Target LGAs**

The following are the LGAs of project implementation. However, a review of project documents for projects with media related activities will provide more specific information of which LGAs to cover.

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

# **Anticipated Tasks/Deliverables**

- Participate in a Midline Listenership survey 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.
- Modify data collection tools (Quantitative and Qualitative), and proposed communities in each target state, informed by desk study.
- Conduct and manage the entire process of data collection, including and training and coordinating enumerators.
- Use mixed method data collection, including surveys, key informant interviews (KII) and focus group discussions (FGD) at LGAs in each target state, with stakeholders as identified.
- Submit all data (qualitative and quantitative) with disaggregated raw data in excel and data collection tools and ensure confidentiality of data.
- Prepare consolidated survey report of not more than 30 pages including but not limited to the following parts: executive summary, introduction/background, Description of the project, Purpose and Methodology, Findings, Conclusions and Recommendations.
- Presentation slide- Not more than 15 slide presentation of the findings.

# **Required Qualifications and Skills**

- Team lead must possess a background in social science, or development
- Research Assistant (s) must have an advanced university degree in international relations, mass communication, information management, theatre arts, political science, public administration, finance, economics, or related field with demonstrated competence in media mapping or similar assessment frameworks.

- The firm must have a minimum of 2-years' experience in social, media, information and/or economic assessments and/or development assistance programming.
- Proven experience in, and familiarity with, the use of media mapping and analysis 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 media houses, social media influencers, listener groups, government authorities, civil society organizations, and communities in Northeast Nigeria.
- ICT capabilities in data collection systems, minimally including GIS Mapping, Analytics and Reporting,
- Clear understanding of Mobile Technology for data collection.

### **Desired Qualifications and Skills**

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

# **Supervision and Guidance**

The firm/organization will be closely supervised by the Nigeria Northeast Connection Program Team, led by the Chief of Party (COP). The COP will be responsible for deliverables review, payment, and administrative management. The firm/organization will participate in relevant meetings with NE-Connection team, as required under the supervision of the MEL Manager.

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	Workplan and kick-off meeting report Finalized data collection tool	50%
Milestone No. 2	Draft listenership survey report	30%
Milestone No. 3	Final revised report Presentation slide	20%

### **Period of Performance**

Creative anticipates a period of performance of two months (September-October 2022); to be finalized at time of award.

# **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

# A. 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.
- 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. <u>If Creative determines that any part of the proposal is plagiarized from outside sources, the Offeror will be automatically disqualified.</u>
- 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 <u>90 days</u> 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. <u>Responsibility Determination</u>: 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. <u>Late Offers:</u> 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. <u>Modification/Withdrawal of Offers:</u> 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. <u>Disposition of Proposals:</u> 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 <a href="mailed">emailed</a> to <a href="mailed">procurement@connection-nigeria.com</a> 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. <u>Eligibility of Firms Source/Origin/Nationality:</u> 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 <a href="http://www.access.gpo.gov/nara/cfr/waisidx\_02/22cfr228\_02.html">http://www.access.gpo.gov/nara/cfr/waisidx\_02/22cfr228\_02.html</a>). 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.

# **B.** 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.

# C. Content of Proposal:

The proposal shall be comprised of four sections:

- i. The Cover Letter (Attachment IV)
- ii. Copy of the Offeror's Valid Business license
- iii. The Technical Proposal
- iv. The Cost/Business Proposal
- 1) The Cover Letter: should be on the Offeror's letterhead and MUST contain the information requested in Attachment IV.
- 2) Business License
- 3) Technical Proposal:
  - a. Should **clearly & precisely** address theoretical and practical aspects that the Offeror has considered and will employ to carry out the statement of work.
  - b. 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.
  - c. The Technical Proposal should be divided into clearly separate sections <u>following the same</u> <u>order</u> of the Evaluation Criteria in Attachment III. A mis-ordered proposal that makes information hard to find will result in lower scores.
  - d. 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.
- 4) <u>The Cost/Business Proposal</u>: 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:
  - a. 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.

- b. 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.
- c. 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.
- d. 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).
- e. 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

<u>Basis of Award:</u> 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 <u>70 points</u> 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 A. Technical Approach100 points

100 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:  a) Technical approach	30
	b) Illustrative questions and target data sources	
	Value propositions that indicate an in depth, technical and operational understanding of implementing the work in the identified place of performance, will be scored more favorably than those that do not consider these factors.	
2) Methodology	Considering the Statement of Work in Attachment I, please describe in detail the following:  a) Steps, in chronological order, that you will take to implement the work. Describe proposed innovative approaches or technology you plan to use.	20
	b) Proposed data collection tools and approach	
	c) 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 that do not consider these factors.	

3) Staffing	Please provide the following, in order:  a) Staffing plan that includes the following information for each proposed staff member:  i) Name and Proposed position on the team:  ii) 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.

- 2. 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)	Quantit y	Unit Cost	Total Price
A) Program Staffing				
B) Program Material and Equipment				
C) Program Administration and				
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.

- b. 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.
- c. 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).
- d. 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-

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

City, Country <Date>

To: Creative Procurement Team

Dear Sir / Madam:

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:

- i. Company's Name
- ii. Company's Address
- iii. Name of Company's authorized representative:
- iv. Telephone #/Cellular Phone #, Email address:
- v. Validity Period of Proposal
- vi. 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:

- (a) has adequate financial resources including appropriate insurance coverage to perform the work stated herein, or the ability to obtain them without delay;
- (b) is able to comply with the described delivery or performance schedule, taking into consideration all existing commitments and constraints;
- (c) has a satisfactory performance record:
- (d) has a satisfactory record of integrity and business ethics.
- (e) has the necessary technical capacity, equipment and facilities, or the ability to obtain them; and
- (f) 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	DEFINITIONS	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 WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARRMENT	Sep-06
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 DATA—MODIFICATION	Oct-97
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
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52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS	Apr-05
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52.247-67	SUBMISSION OF COMMERCIAL TRANSPORTATION	Feb-06
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# **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.

- (a) 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. 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.
- (b) 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.

- (a) The contractor must complete and submit the "USAID Information Form" in appendix B, for:
  - (i) Itself, if it is a non-U.S. entity;
  - (ii) Each subcontractor or subcontractor of a subcontractor, regardless of the tier, that is a non-U.S. entity; or
  - (iii) Each key individual that is a non-U.S. entity.
- (b) 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.

- (c) 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:
  - (i) Once a year; or
  - (ii) When there is a change or addition to any entity or person identified in paragraph (a).
- (d) 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)