



USAID | JORDAN

FROM THE AMERICAN PEOPLE

REGIONAL CONTRACTING OFFICE USAID/Jordan

ISSUANCE DATE: July 28, 2010
CLOSING DATE: August 31, 2010
CLOSING TIME: 12:00 Noon Jordan Time

Subject: Request for Proposal (RFP) Number Jordan-10-09
Communication and Outreach Campaign

Dear Prospective Offeror:

The United States Government, represented by the U.S. Agency for International Development (USAID/Jordan), is seeking proposals from specialized Jordanian PR and Communication firms interested in providing services and activities described in the attached solicitation. The government estimate for the performance of work under this RFP is between \$2,600,000 - \$2,700,000. Revealing the cost range for the contract does not mean that offerors should necessarily strive to meet the maximum amount. The offerors must propose costs that they believe are realistic and reasonable for the work.

USAID plans to award one cost-plus-fixed fee, completion contract.

Submittal shall be in accordance with the attached information at the place and time specified. Hand delivery (including commercial courier) of one original and 4 paper copies of a technical proposal and one original and one paper copy of cost proposal to the issuing office is required. The mailing address is listed in Block 7 of the attached Standard Form 33.

If substantive questions are received which affect the response to the solicitation, these questions will be answered by an amendment to this solicitation. The amendment will be posted on USAID/Jordan's website: <http://www.usaidjordan.org/business.cfm>.

Questions should be submitted, in writing, no later than August 9, 2010 to:

Rima A. Kayyal
Senior Acquisition Specialist
E-mail: rkayyal@usaid.gov

It is the responsibility of the recipient of this solicitation document to ensure that it has been received from the internet in its entirety and USAID bears no responsibility for data errors resulting from transmission or conversion processes.

The solicitation in no way obligates the U.S. Government to award a contract, nor does it commit the U.S. Government to pay any costs incurred in preparing and submitting a proposal.

Sincerely,

Charis Nastoff
Contracting Officer

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING N/A	PAGE OF 1	PAGES 60
2. CONTRACT NUMBER		3. SOLICITATION NUMBER RFP Jordan-10-09		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED
7. ISSUED BY Regional Contracting Office American Embassy/Amman USAID Jordan P.O. Box 354 Amman 11118, Jordan				8. ADDRESS OFFER TO (If other than Item 7)		

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

SOLICITATION

9. Sealed offers in original and 4 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in Item 7 until 12 Noon local time August 31, 2010
(Hour) (Date)

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

10. FOR INFORMATION CALL:	A. NAME	B. TELEPHONE (NO COLLECT CALLS)		C. E-MAIL ADDRESS
		AREA CODE	NUMBER	EXT.

11. TABLE OF CONTENTS

See Attached Table of Contents

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

OFFER (Must be fully completed by offeror)

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

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

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52-232-8)	10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	CALENDAR DAYS (%)
14. ACKNOWLEDGEMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)
15B. TELEPHONE NUMBER AREA CODE NUMBER EXT.		<input type="checkbox"/> 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE	17. SIGNATURE
			18. OFFER DATE

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT \$. 00	21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(a) () <input type="checkbox"/> 41 U.S.C. 253(c) ()		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM
24. ADMINISTERED BY (If other than Item 7) Regional Contracting Office AmEmbassy Amman 6050 Amman Place Washington, DC 20521-6050		25. PAYMENT WILL BE MADE BY Financial Management Office AmEmbassy Amman 6050 Amman Place Washington, DC 20521-6050	
26. NAME OF CONTRACTING OFFICER (Type or print)		27. UNITED STATES OF AMERICA	28. AWARD DATE
		(Signature of Contracting Officer)	

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

Table of Contents	Page
SECTION A - SOLICITATION/CONTRACT FORM.....	1
SF 33 SOLICITATION, OFFER AND AWARD	1
PART I - THE SCHEDULE	5
SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS	5
B.1 PURPOSE	5
B.2 CONTRACT TYPE	5
B.3 ESTIMATED COST, FIXED FEE, AND OBLIGATED AMOUNT	5
B.4 PRICE SCHEDULE.....	5
B.5 COST REIMBURSABLE.....	6
SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK.....	7
C.1 STATEMENT OF WORK.....	7
SECTION D - PACKAGING AND MARKING.....	14
D.1 AIDAR 752.7009 MARKING (JAN 1993).....	14
D.2 BRANDING	14
SECTION E - INSPECTION AND ACCEPTANCE.....	15
E.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE.....	15
E.2 INSPECTION AND ACCEPTANCE.....	15
SECTION F - DELIVERIES OR PERFORMANCE.....	16
F.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE.....	16
F.2 DELIVERY SCHEDULE	16
F.3 PERIOD OF PERFORMANCE	16
F.4 PERFORMANCE STANDARDS.....	16
F.5 KEY PERSONNEL	17
F.6 SUBMISSION OF DEVELOPMENT EXPERIENCE DOCUMENTATION TO PPC/CDIE/DI	17
F.7 PROGRESS REPORTING REQUIREMENTS	17
SECTION G - CONTRACT ADMINISTRATION DATA.....	18
G.1 AIDAR 752.7003 DOCUMENTATION FOR PAYMENT (NOV 1998).....	18
G.2 ADMINISTRATIVE CONTRACTING OFFICE	19
G.3 COGNIZANT TECHNICAL OFFICER (CTO).....	19
G.4 TECHNICAL DIRECTIONS/RELATIONSHIP WITH USAID	19
G.5 PAYING OFFICE.....	21
G.6 ACCOUNTING AND APPROPRIATION DATA	21
SECTION H - SPECIAL CONTRACT REQUIREMENTS	22
H.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE	22
H.2 AIDAR 752.7005 SUBMISSION REQUIREMENTS FOR DEVELOPMENT EXPERIENCE DOCUMENTS (OCT 1997).....	22
H.3 INSURANCE AND SERVICES	23
H.4 AUTHORIZED GEOGRAPHIC CODE	24

H.5 LOGISTIC SUPPORT	24
H.6 LANGUAGE REQUIREMENTS.....	24
H.7 EXECUTIVE ORDER ON TERRORISM FINANCING (FEB 2002)	24
H.8 REPORTING OF FOREIGN TAXES	24
H.9 752.7007 PERSONNEL COMPENSATION (JUL 2007).....	24
H.10 ADDITIONAL ERQUIREMENT FOR PERSONNEL COMPENSATION	24
H.11 AIDAR 752.225-70 SOURCE, ORIGIN AND NATIONALITY REQUIREMENTS (FEB 1997)	24
H.12 USAID DISABILITY POLICY (DEC 2004).....	29
H.13 AIDAR 752.7004 EMERGENCY LOCATOR INFORMATION (JUL 1997).....	29
H.14 STANDARS OF CONDUCTS – IMPROPER BUSINESS PRACTICES.....	24
H.15 COMPETITION AND SUBCONTRACTING.....	30
H.16 ORGANIZATIONAL CONFLIT OF INTEREST	30
PART II - CONTRACT CLAUSES	30
SECTION I - CONTRACT CLAUSES.....	30
I.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE.....	30
I.2 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999).....	32
I.3 52.229-8 TAXES--FOREIGN COST-REIMBURSEMENT CONTRACTS (MAR 1990).....	32
I.4 52.232-25 PROMPT PAYMENT (OCT 2008).....	32
I.5 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998).....	36
I.6 COMMUNICATIONS PRODUCTS (OCT 1994).....	36
PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS.....	37
SECTION J - LIST OF ATTACHMENTS	37
PART IV - REPRESENTATIONS AND INSTRUCTIONS.....	38
SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS.....	38
K.1 NOTICE LISTING SOLICIATION PROVISIONS INCORPORATED BY REFERENCE	38
K.2 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (FEB 2009).....	38
K.3 INSURANCE - IMMUNITY FROM TORT LIABILITY	41
K.4 AGREEMENT ON, OR EXCEPTIONS TO, TERMS AND CONDITIONS.....	41
K.5 SIGNATURE.....	41
SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS.....	42
L.1 NOTICE LISTING SOLICITATION PROVISIONS INCORPORATED BY REFERENCE	42
L.2 52.216-1 TYPE OF CONTRACT (APR 1984).....	42
L.3 52.233-2 SERVICE OF PROTEST (SEP 2006)	42
L.4 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998).....	42
L.5 GENERAL INSTRUCTIONS TO OFFERORS	42
L.6 INSTRUCTIONS FOR THE PREPARATION OF THE TECHNICAL PROPOSAL	43
L.7 INSTRUCTIONS REGARDING KEY PERSONNEL.....	46
L.8 INSTRUCTIONS FOR THE PREPARATION OF THE COST PROPOSAL.....	46

SECTION M - EVALUATION FACTORS FOR AWARD..... 49

M.1 GENERAL EVALUATION INFORMATION 49

M.2 EVALUATION CRITERIA..... 49

M.3 DETERMINATION OF THE COMPETITIVE RANGE AND CONTRACT AWARD..... 50

ATTACHMENT 1

 IDENTIFICATION OF PRINCIPAL GEOGRAPHIC CODE NUMBERS 51

ATTACHMENT 2 52

USAID FORM 1420-17 - CONTRACTOR BIOGRAPHICAL DATA SHEET 52

ATTACHMENT 3

 SF LLL - DISCLOSURE OF LOBBYING ACTIVITIES 55

PART I - THE SCHEDULE**SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS****B.1 PURPOSE**

The purpose of this contract is to increase the awareness and knowledge of USAID amongst Jordanians.

B.2 CONTRACT TYPE

This is a Cost-Plus-Fixed-Fee (CPFF) completion contract. For the consideration set forth below, the Contractor shall provide the deliverables or outputs described in Section F in accordance with the performance standards specified in Section E.

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

- (a) The estimated cost for the performance of the work required hereunder, exclusive of fixed fee, if any, is TBD. The fixed fee, if any, is TBD. The estimated cost plus fixed fee, if any, is TBD.
- (b) Within the estimated cost plus fixed fee (if any) specified in paragraph (a) above, the amount currently obligated and available for reimbursement of allowable costs incurred by the Contractor (and payment of fee, if any) for performance hereunder is TBD . The Contractor shall not exceed the aforesaid obligated amount.
- (c) Funds obligated hereunder are anticipated to be sufficient through TBD.

B.4 PRICE SCHEDULE

Description	Amount in JD
Broad Reach Media	
- TV	
- Radio	
- Outdoor	
- Print	
Sponsorships (sport team, etc)	
Outreach Events	
Photo Exhibits	
Promotional Materials	
Public Affairs and Press Management	
Agency Expenses (Fees, Online support, etc.)	
TOTAL	

B.5 COST REIMBURSABLE

The U.S. dollar costs allowable shall be limited to reasonable, allocable and necessary costs determined in accordance with FAR 52.216-7, Allowable Cost and Payment, FAR 52.216-8, Fixed Fee, if applicable, and AIDAR 752.7003, Documentation for Payment.

SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK**BACKGROUND**

Public diplomacy has become a leading U.S. foreign policy tool to reach the goal of explaining U.S. policies and programs to overseas audiences. Recognizing the importance of formalizing our outreach process, and being more proactive in our communication efforts, both in Jordan and in the U.S., USAID/Jordan has been exerting more concerted efforts on public outreach efforts. Initiatives focus on increasing the awareness level of USAID amongst Jordanians, and, more importantly, making sure that the people of Jordan understand how USAID's programs benefit them directly. USAID believes that outreach is an important tool to not only raise awareness of its activities, but to be a "bridge" between its programs and average Jordanians.

The U.S.-Jordanian development partnership over the past six decades has created a rich legacy of achievement and a strong foundation on which to base Jordan's continued economic development. Millions of Jordanians have benefited from a variety of programs administered by USAID – programs that have left a lasting mark and forged professional ties between countless Jordanians and Americans. Despite the substantial investment levels and long-lasting partnership in enhancing the quality of life for all Jordanians, awareness of USAID programs among Jordanians is still relatively low. In addition, regional events and public perceptions regarding U.S. policies have raised animosity toward the United States to unprecedented levels in the Arab world and in Jordan.

Accordingly, public outreach has become an important element of implementing USAID/Jordan's Mission strategy. Raising awareness among Jordanian citizens, especially youth, about the support from the American people to enhance the lives of average Jordanians helps build positive understanding of the U.S.-Jordan relationship and the role of the U.S. in the region. This, in turn, solidifies our partnership with the Jordanian people and can influence opinions and policies.

USAID/Jordan works in six sectors: water, economic growth, democracy and governance, education, health and energy. There is also strong emphasis on youth, poverty alleviation, and women's participation. To implement activities in these sectors, USAID partners with US, international, or local organizations through contracts or grants to reach the developmental results agreed to with the Government of Jordan (GOJ).

USAID/JORDAN OUTREACH AND COMMUNICATION STRATEGY**1. Objectives:**

- Communicate to Jordanians the "people level" benefits from USAID's work in Jordan
- Raise levels of trust in the goals and implementation of USAID projects
- Encourage participation in the development of Jordan

2. Preliminary Measures for Fiscal Year 2011:

- Increase Awareness of USAID from 35% to 46%
- Increase Awareness of USAID support of projects from 8% to 16%
- Increase the percentage of Jordanians satisfied with USAID from 63% to 73%
- Increase the percentage of Jordanians actively engaged in development projects (measure to be determined)

3. Communications Message

- Primary themes relate to Youth and Poverty projects; Secondary theme concerns Gender and women's participation in society and the workplace.
- USAID delivers benefits on these themes primarily through its work in the Youth/Poverty Alleviation, Economic Growth (Jobs), Health, and Education sectors. Benefits from Water, Energy, and Democracy and Governance projects will also be communicated as a secondary area of emphasis. Many projects in these sectors have active, ongoing communications campaigns of their own..
- USAID partners with the people of Jordan (government, NGOs, private sector, etc.) to respond to the needs of Jordanians.

4. Target Audiences

- Primary
 - Youth
 - Jobs – 17-25 year olds – both sexes
 - Health – 20-30 year olds – both sexes
 - Poverty – Urban – 25-45 year olds – both sexes
 - Gender – 18-35 year olds – female
- Secondary audience is the GOJ and Jordanian key stakeholders in the not-for-profit and private sectors

5. Past Accomplishments:

USAID/Jordan developed its first communications and outreach strategy in 2004. The strategy included the creation of an outreach team with a full-time employee devoted solely to outreach, conducting market research, developing written materials about our programs, placing advertisements in local newspapers and radio stations, sending out e-mail shots, engaging both print and broadcast media to tell our story, and producing promotional gift items for public distribution.

Phase II of the USAID/Jordan Communications and Outreach campaign was accomplished during 2006 and 2007. Again, the primary target audience was Jordanians with low-to mid-level incomes. The main messages of the strategy were commitment to development, partnership with Jordanians in development and benefits of activities to Jordanians. Efforts included market research, media campaigns in local newspapers and TV, and community outreach. Community outreach efforts consist of small grants to CBOs to help them improve their services for the community, Ramadan events, food packages for the poor communities, and working with universities to assist needy students. The USAID campaign also included production of promotional gift items and publications for distribution during the community events.

Current outreach efforts build on the previous work with a greater emphasis on events targeting Jordanian youth such as an International Youth Day and Ramadan Community events. The current broad reach media campaign highlights USAID project benefits from the Health, Economic Growth, Water, and Education sectors under the "Unlimited Dreams" consumer message. TV, Radio, Outdoor and Online communications tools are integrated to deliver this message. There has also been greater emphasis on educating and gaining the support of local media through efforts like sector-specific Media Bus Tours.

Consumer research reveals that while USAID/Jordan awareness has steadily increased from 18% in 2006 to 35% in 2009, it is still lower than target levels in the Mission strategy. There is also a great deal of confusion about USAID's role in supporting projects in Jordan, with several USAID-supported projects having a higher overall awareness level than USAID itself, and awareness of USAID support of specific projects being very low. Finally, attitudes toward the U.S. in general are negative or suspicious, and USAID/Jordan must take this into account in all of its communication activities.

STATEMENT OF WORK

Consumer research will be done independently by USAID, but the contractor should have a strong strategic focus that is based on consumer insights because they will be responsible for understanding and then executing the USAID/Jordan public relations/outreach strategy for a three year period. The implementation will flow directly from the recent communication strategy, but the contractor must be flexible and able to adjust to rapidly changing political situations. Experience in working in the public sector is extremely beneficial, and a complete understanding of USAID Branding guidelines is required (see USAID.gov/Branding for more information). The contractor must produce a comprehensive group of high quality services/products, delivered on a timely basis.

The contractor must leverage its demonstrated creative ability to identify compelling ways to reach the target audiences outlined above. Outreach activities must leverage existing USAID project activities and be executed in close cooperation with the technical offices. The contractor must create linkages with the outreach activities of USAID's counterparts, contractors, recipients, and grantees. In leading community events, sponsorships, and grants the contractor must highlight USAID's efforts in one or more sectors.

Broad Reach Media Campaign

The contractor must provide guidance on market changes, strategic positioning of the USAID message, and interpreting and applying market research. The research will be used to determine the success of outreach efforts, and to further developing the communication and outreach strategy. The contractor must advise USAID on opportunities to gain greater involvement of the media in USAID activities. An integrated and mutually-reinforcing media advertisement campaign must be developed and implemented utilizing the various available media channels, such as television, radio, print media, outdoor and indoor advertising, internet, SMS mobile messaging, and any other innovative media tools as deemed appropriate. The magnitude and theme of this campaign as well as the precise media channel to be used will be determined based on an analysis of the budget, communication plan objectives, key messages, and target audiences. The media analysis completed by a third party agency will employ focus group message pretesting, and pre and post campaign testing to validate the outreach strategies. The testing and analysis completed by an outside research agency will enable the contractor to identify which messages are most effective and appropriate to publicize or avoid, and campaign timing. The contractor must work closely with technical offices to ensure message consistency.

Specific broad reach media skills required are:

- Public sector communication experience
- Message development and assistance with testing and monitoring
- Local experience in developing, purchasing and executing integrated TV, Radio, Print, Outdoor campaigns, etc
- Focus on the measurement of campaign results
- Ability to work collaboratively with an outside research agency on campaign development and measurement

- Experience in developing and executing a campaign targeting youth 17-30 years old

Outreach Events

The events must be a major focus of the contractors work plan, and must target the specific audiences identified above. Special community events in a wide array of forums must be sponsored by the contractor to reach the target audiences. Events will be a critical part of an annual promotional calendar that has a Mission message as the focus theme for a specific time period. It is expected that the contractor will seek innovative ideas and forums for developing the events for maximum impact and cost effectiveness. This would include partnering with non-USAID related public or private partners. Universities and Community/Technical Colleges must be a special focus of USAID's outreach and several activities must be developed to reach youth through this venue. It is especially critical that the contractor develop appropriate linkages with all the USAID technical offices to leverage the existing outreach efforts of their implementing partners. It is envisaged that the contractor will work with the OPM COTR to partner with each office in planning for crosscutting outreach events. Close coordination must be a key task of the outreach contractor. Broad reach media, especially radio, should be integrated where appropriate to extend the reach of the events.

Specific outreach event skills required are:

- Experience creating and executing youth oriented events
- Demonstrated ability to work with multiple partners, particularly in the public sector, on a project
- History of finding and working with private sector partners on a promotion
- Experience creating an event and executing it in multiple venues
- Established relationships with media partners, especially radio stations

Sponsorships of Media or Sports Events

USAID realizes that partnering with a media outlet on an event or sponsoring a sports team can be an effective way to reach specific audiences with a positive message about USAID. The Mission would like to explore the possibility of USAID sponsoring a concert series or sports teams/leagues as a way to accomplish communication goals.

Specific sponsorship skills required are:

- Demonstrated ability to find and establish effective sponsorship relationships targeting youth in the local market

Public Affairs and Press Management

USAID receives a significant amount of coverage by many media outlets and works closely with their Public Affairs partners to deliver a positive message to the media. The contractor is expected to have significant experience in managing reporters and established partners in important media outlets that can help USAID in delivering messages clearly and effectively in both English and Arabic. The contractor is expected to work hard to deliver good media coverage of Mission events, particularly during themed communication periods in the established outreach calendar. Media tours have proven successful for USAID and the contractor would be expected to continue these as outlined in the promotional calendar.

The contractor would be expected to develop talking points, scene setters, press releases and on-line materials (copy, photos and short videos) for all aspects of the communication plan.

Human interest success stories are a great means to create public awareness. The contractor must work with a wide range of projects to develop such stories in English and Arabic. The USAID format for telling our story must be the foundation for building such stories. These stories must be used for traditional press releases, and there must also be a new focus on re-purposing this content for use in on-line communications as well. Close coordination with USAID implementing partners must be the key to identifying and developing these stories. There will be ad-hoc requests to develop information materials for covering special events and visits. The in-house USAID staff develops a variety of materials such as briefers, fact sheets, flyers and other publications for distribution to a variety of audiences. From time to time there is a need to develop specific materials and the contractor must work with USAID staff to design and develop such materials.

Specific public affairs and press skills required:

- Experienced copywriters native-level professional writing skills in both English and Arabic.
- Proven track record of being able to work well with all local media
- Demonstrated ability to develop and execute information, stories, releases, videos, and photos for online communication vehicles

Photo Exhibits

The contractor must use and build on the current photo exhibition - keeping it fresh for the multiple target audiences. The contractor must take additional photos/videos and then handle the logistical arrangements of photo exhibits in Amman and other parts of Jordan,. Main themes for exhibits should revolve around youth, poverty and gender. The contractor should find creative ways to leverage the photo exhibits during outreach events. Close coordination and linkages to USAID's technical offices and projects will be a key to the successful completion of this task.

Specific public affairs and press skills required:

- Skilled photographers, videographers, and presenters on staff

Informational Materials/Promotional Materials

A part of outreach activities is the distribution of promotional items containing the USAID logo. Some of the items produced in the past have included pens, water-coolers, mugs, t-shirts, wall clocks, and school bags, and organizers. The contractor must help to identify appropriate materials and be responsible for the overall production of these items. The contractor must also be responsible for distributing these items through a variety of forums such as the community and public events which will be organized by the contractors. Special attention must be paid to developing collaboration with ongoing implementing partner events.

Support Services

The contractor will be expected to provide a full range of support services to implement the outreach strategy. Illustratively, these services may include: printing, translation, distribution of materials, development of promotional materials, media advertisements, exhibit display production logistics for outreach events, video capturing of PR-related events, etc.

DELIVERABLES

With guidance from the communication strategy currently under development, the contractor must develop an annual work plan in the first month of being awarded the grant taking into account all of the outreach tools defined earlier. This work plan will need to be approved by USAID before any work is begun. The contractor is expected to be innovative and creatively develop an overall plan of action that fulfills the communication plan. The contractor should have the ability to network and work well with teams to identify the best strategy for USAID. As the outreach focuses on Jordanians, all messages will be disseminated in Arabic, although all materials will be available in both English and Arabic. The work plan must include the following:

Research Requirements

- For the outside agency, outline requirements for effective development of messages, testing of media effectiveness, and overall quantitative assessment of communication plan

Media Campaign

- Based on the communication strategy, develop an innovative and comprehensive marketing and public relations plan to increase public awareness of USAID and to change attitudes towards program benefits by identifying the most cost effective media for USAID campaigns.
- Design, produce, and air the planned campaign, which could include the TV, Radio, Outdoor, Online, and Print media. The contractor will be responsible for all aspects of this campaign including, internal and field photo shooting, video recording and all direction, animation, story board, scripting and technical issues related to production of the campaign materials. Some of the possible campaign activities will include:
 - Television spots
 - Radio programs
 - Public service announcements/ advertisements in local print media
 - Sponsorship of print inserts or broadcast media programs
 - Signage campaign, including: flex billboards
 - Communication material
 - Mobile messaging and internet advertisements; internet blogs
 - Coordination with Mission on-line efforts

Outreach Events

Following the communication theme calendar, the contractor must identify the most suitable options for conducting outreach events. This must be reflected in the annual work-plan presented to USAID with recommendations of possible options based on the contractor's expertise in public relations. Activities conducted, where possible, with one or more existing USAID activities could include:

- An event repeated at several universities highlighting USAID's job creation/readiness work
- Ramadan community events highlighting USAID youth-oriented activities
- Sponsorship of a football team or league highlighting healthy lifestyle work
- Sponsorship of a youth oriented concert series managed by radio station
- Mother's Day promotions leveraging the holiday to highlight women's participation in society work by USAID

The contractor must coordinate closely with the technical offices to align sector-focused events to the communication theme calendar to more effectively deliver the Mission's outreach messages. Contractors

are also encouraged to get more than one technical sector involved in any of these events to ensure synergies within the Mission. Some suggestions for crosscutting events with technical offices include:

- Inauguration events
- University workshops
- Social Services Day in rural areas
- Job Fairs at Universities

Public Affairs and Press Management

The contractor must maintain positive relationships with media partners and be able to deliver positive coverage of USAID events – including scene setters and talking points. Specifically the contractor will deliver in English and Arabic for use in print and on-line:

- Press releases
- Telling our story articles
- Brochures
- Photos and videos

Photo Exhibits

- Collect high quality USAID focused photos and videos
- Support the existing USAID photo database
- Use the photo exhibits at all appropriate events
- Assist USAID staff to effectively uses photos and videos on-line
- Produce and disseminate audience focused posters from the USAID photos collected

Informational Materials

- Develop a minimum of four success stories each quarter in print and video
- Develop materials such as publicity brochures for general distribution
- Provide support in designing and producing print and video materials when special events are hosted

Promotional Materials

- Designing, producing, and distributing promotional materials, (e.g. pens, magnets, calendars, etc.) with USAID logo and message
- Support, when needed, outreach activities of other USAID technical offices and individual USAID activities with promotional items and technical assistance

SECTION D - PACKAGING AND MARKING**D.1 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 should 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 is to be sent to the Contracting Officer; the original should be retained by the Contractor.

D.2 BRANDING

The selected offeror will be expected to comply fully with USAID's Branding and Marking requirements as per ADS Chapter 320 "Branding and Marking." All information on the Agency's branding requirements and regulations are available at <http://www.usaid.gov/branding>. Final versions of communication materials and deliverables to be implemented under this activity will be approved by the Mission's Branding Specialist to ensure compliance with branding regulations.

SECTION E - INSPECTION AND ACCEPTANCE

E.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

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

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
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:

Office of Program Management
USAID/Jordan
Amman, Jordan

or at any other location where the services are performed and reports and deliverables or outputs are produced or submitted. The CTO listed in Section G has been delegated authority to inspect and accept all services, reports and required deliverables or outputs.

SECTION F - DELIVERIES OR PERFORMANCE**F.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE**

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

NUMBER DATE	TITLE	
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
52.242-15	STOP-WORK ORDER ALTERNATE I (APR 1984)	AUG 1989
52.247-34	F.O.B. DESTINATION	NOV 1991

F.2 DELIVERY SCHEDULEDeliverables:Delivery Date:

1. Draft Annual Work Plan	Part of the Technical Proposal
2. Final Work Plan	Within 60 days of contract Award
3. Quarterly Reports	Within 10 days of each quarter based on USAID fiscal year
4. Financial Report	Within 10 days of each quarter based on USAID fiscal year
5. Final Report	No later than 90 days after the expiration of the contract. The Implementer should submit a first draft of the final report to USAID no later than 45 days after the expiration of the contact

F.3 PERIOD OF PERFORMANCE

The period of performance for this contract is o/a October 15, 2010 through October 14, 2013.

F.4 PERFORMANCE STANDARDS

Evaluation of the Contractor's overall performance in accordance with the performance standards set forth in Section C, Tangible Results and Deliverables, will be conducted jointly by the COTR and the Contracting Officer, and shall form the basis of the Contractor's permanent performance record with regard to this contract.

F.5 KEY PERSONNEL

A. The key personnel which the Contractor shall furnish for the performance of this contract are as follows:

Title

Program Manager
Media Manager
Creative/Copy Manager

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

F.6 SUBMISSION OF DEVELOPMENT EXPERIENCE DOCUMENTATION TO PPC/CDIE/DI

In accordance with AIDAR Clause 752.7005 "Submission Requirements for Development Experience Documents (OCT 1997)" (the full text of which is included in Section H), USAID contractors are to submit one electronic and/or one hard copy of development experience documentation (electronic copies are preferred) to the Development Experience Clearinghouse at the following address (rather than the outdated address in the cited clause):

Development Experience Clearinghouse
8403 Colesville Road, Suite 210
Silver Spring, MD 20910

Telephone Number (301)562-0641
Fax Number (301)588-7787
E-mail: docsubmit@dec.cdie.org
<http://www.dec.org>

F.7 PROGRESS REPORTING REQUIREMENTS

752.242-70 Periodic Progress Reports (Oct 2007)

(a) The contractor shall prepare and submit progress reports as specified in the contract schedule. These reports are separate from the interim and final performance evaluation reports prepared by USAID in accordance with FAR 42.15 and internal Agency procedures, but they may be used by USAID personnel or their authorized representatives when evaluating the contractor's performance.

(b) During any delay in furnishing a progress report required under this contract, the contracting officer may withhold from payment an amount not to exceed US\$25,000 (or local currency equivalent) or 5 percent of the amount of this contract, whichever is less, until such time as the contractor submits the report or the contracting officer determines that the delay no longer has a detrimental effect on the Government's ability to monitor the contractor's progress.

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 AIDAR 752.7003 DOCUMENTATION FOR PAYMENT (NOV 1998)

(a) Claims for reimbursement or payment under this contract must be submitted to the Paying Office indicated in the schedule of this contract. The contracting officer's technical representative (COTR) is the authorized representative of the Government to approve vouchers under this contract. The Contractor must submit either paper or fax versions of the SF-1034--Public Voucher for Purchases and Services Other Than Personal. Each voucher shall be identified by the appropriate USAID contract number, in the amount of dollar expenditures made during the period covered.

(1) The SF 1034 provides space to report by line item for products or services provided. The form provides for the information to be reported with the following elements:

Total Expenditures
[Document Number: XXX-X-XX-XXXX-XX]

Table with 4 columns: Line Item No., Description, Amt vouchered to date, Amt vouchered this period. Rows include 001, 002, and Total.

(2) The fiscal report shall include the following certification signed by an authorized representative of the Contractor:

The undersigned hereby certifies to the best of my knowledge and belief that the fiscal report and any attachments have been prepared from the books and records of the Contractor in accordance with the terms of this contract and are correct: the sum claimed under this contract is proper and due, and all the costs of contract performance (except as herewith reported in writing) have been paid, or to the extent allowed under the applicable payment clause, will be paid currently by the Contractor when due in the ordinary course of business; the work reflected by these costs has been performed, and the quantities and amounts involved are consistent with the requirements of this Contract; all required Contracting Officer approvals have been obtained; and appropriate refund to USAID will be made promptly upon request in the event of disallowance of costs not reimbursable under the terms of this contract.

BY: _____

TITLE: _____

DATE: _____

- (b) Local currency payment. The Contractor is fully responsible for the proper expenditure and control of local currency, if any, provided under this contract. Local currency will be provided to the Contractor in accordance with written instructions provided by the Mission Director. The written instructions will also include accounting, vouchering, and reporting procedures. A copy of the instructions shall be provided to the Contractor's Chief of Party and to the Contracting Officer. The costs of bonding personnel responsible for local currency are reimbursable under this contract.
- (c) Upon compliance by the Contractor with all the provisions of this contract, acceptance by the Government of the work and final report, and a satisfactory accounting by the Contractor of all Government-owned property for which the Contractor had custodial responsibility, the Government shall promptly pay to the Contractor any moneys (dollars or local currency) due under the completion voucher. The Government will make suitable reduction for any disallowance or indebtedness by the Contractor by applying the proceeds of the voucher first to such deductions and next to any unliquidated balance of advance remaining under this contract.
- (d) The Contractor agrees that all approvals of the Mission Director and the Contracting Officer which are required by the provisions of this contract shall be preserved and made available as part of the Contractor's records which are required to be presented and made available by the clause of this contract entitled "Audit and Records--Negotiation".

G.2 ADMINISTRATIVE CONTRACTING OFFICE

The Administrative Contracting Office is:

Regional Contracting Office
AmEmbassy Amman
6050 Amman Place
Washington, DC 20521-6050

G.3 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)

The Cognizant Technical Officer for the basic contract will be indicated in a separate COTR Designation Letter. The COTR is located at:

Office of Program Management
USAID/Jordan
American Embassy
Amman, Jordan

G.4 TECHNICAL DIRECTIONS/RELATIONSHIP WITH USAID

- (a) Technical Directions is defined to include:
 - (1) Written directions to the Contractor which fill in details, suggest possible lines of inquiry, or otherwise facilitate completion of work;

- (2) Provision of written information to the Contractor which assists in the interpretation of drawings, specifications, or technical portions of the work statement;
- (3) 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 the scope of the work as detailed in Section C.
- (b) The COTR is authorized by designation 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 this Contract:
- (1) Assure that the Contractor performs the technical requirements of the contract in accordance with the contract terms, conditions, and specifications.
- (2) 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.
- (3) Maintain all liaison and direct communications with the Contractor. Written communications with the Contractor and documents shall be signed as "Cognizant Technical Officer" with a copy furnished to the Contracting Officer.
- (4) Issue written interpretations of technical requirements of Government drawings, designs, and specifications.
- (5) 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.
- (6) 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.
- LIMITATIONS: The COTR 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 COTR may not take any action which may impact on the contract schedule, funds, scope or rate of utilization of LOE. All contractual agreements, commitments, or modifications which involve prices, quantities, quality, schedules shall be made only by the Contracting Officer.
- (c) The COTR is required to meet quarterly/semi-annually/annually with the Contractor and the Contracting Officer concerning performance of items delivered under this contract and any other administration or technical issues. Telephonic reports may be made if no problems are being experienced. Problem areas should be brought to the immediate attention of the Contracting Officer.
- (d) In the absence of the designated CTO, the CTO may designate someone to serve as CTO in their place. However, such action to direct an individual to act in the CTO's stead shall immediately be communicated to the Contractor and the Contracting Officer.

- (e) 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 CTO shall bring all contracting problems to the immediate attention of the Contracting Officer. Only the Contracting Officer is authorized to formally resolve such problems. The Contracting Officer will be responsible for resolving legal issues, determining contract scope and interpreting contract terms and conditions. The Contracting Officer is the sole authority authorized to approve changes in any of the requirements under this contract. Notwithstanding any clause contained elsewhere in this contract, the said authority remains solely with the Contracting Officer. These changes include, but will not be limited to the following areas: scope of work, price, quantity, technical specifications, delivery schedules, and contract terms and conditions. In the event the Contractor effects 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.
- (f) Failure by the Contractor to report to the Administrative Contracting Office, any action by the Government considered to 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.

G.5 PAYING OFFICE

The paying office for this contract is:

Financial Management Office
AmEmbassy Amman
6050 Amman Place
Washington, DC 20521-6050

G.6 ACCOUNTING AND APPROPRIATION DATA

TBD

SECTION H - SPECIAL CONTRACT REQUIREMENTS**H.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE**

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

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
	AIDAR 48 CFR Chapter 7	
752.7027	PERSONNEL	DEC 1990

H.2 AIDAR 752.7005 SUBMISSION REQUIREMENTS FOR DEVELOPMENT EXPERIENCE DOCUMENTS (OCT 1997)**(a) Contract Reports and Information/Intellectual Products.**

(1) The Contractor shall submit to the Development Experience Information Division of the Center for Development Information and Evaluation (PPC/DCIE/DI) in the Bureau for Policy and Program Coordination, copies of reports and information products which describe, communicate or organize program/project development assistance activities, methods, technologies, management, research, results and experience as outlined in the Agency's ADS Chapter 540, section E540.5.2b(3). Information may be obtained from the Cognizant Technical Officer (CTO). These reports include: assessments, evaluations, studies, development experience documents, technical reports and annual reports. The Contractor shall also submit to PPC/CDIE/DI copies of information products including training materials, publications, databases, computer software programs, videos and other intellectual deliverable materials required under the Contract Schedule. Time-sensitive materials such as newsletters, brochures, bulletins or periodic reports covering periods of less than a year are not to be submitted.

(2) Upon contract completion, the contractor shall submit to PPC/CDIE/DI an index of all reports and information/intellectual products referenced in paragraph (a)(1) of this clause.

(b) Submission requirements.

(1) Distribution. (i) The contractor shall submit contract reports and information/intellectual products (referenced in paragraph (a)(1) of this clause) in electronic format and hard copy (one copy) to U.S. Agency for International Development PPC/CDIE/DI, Attn: ACQUISITIONS, Washington D.C. 20523 at the same time submission is made to the CTO.

(ii) The contractor shall submit the reports index referenced in paragraph (a)(2) of this clause and any reports referenced in paragraph (a)(1) of this clause that have not been previously submitted to PPC/CDIE/DI, within 30 days after completion of the contract to the address cited in paragraph (b)(1)(i) of this clause.

(2) Format. (i) Descriptive information is required for all Contractor products submitted. The title page of all reports and information products shall include the contract number(s), contractor name(s), name of the USUSAID cognizant technical office, the publication or issuance date of the document, document title, author name(s), and strategic objective or activity title and associated number. In addition, all materials submitted in accordance with this clause shall have attached on a separate cover sheet the name, organization, address, telephone number, fax number, and Internet address of the submitting party.

(ii) The hard copy report shall be prepared using non-glossy paper (preferably recycled and white or off-white) using black ink. Elaborate art work, multicolor printing and expensive bindings are not to be used. Whenever possible, pages shall be printed on both sides.

(iii) The electronic document submitted shall consist of only one electronic file which comprises the complete and final equivalent of the hard copy submitted.

(iv) Acceptable software formats for electronic documents include WordPerfect, Microsoft Word, ASCII, and Portable Document Format (PDF). Submission in Portable Document Format is encouraged.

(v) The electronic document submission shall include the following descriptive information:

(A) Name and version of the application software used to create the file, e.g., WordPerfect Version 6.1 or ASCII or PDF.

(B) The format for any graphic and/or image file submitted, e.g., TIFF-compatible.

(C) Any other necessary information, e.g. special backup or data compression routines, software used for storing/retrieving submitted data, or program installation instructions.

H.3 INSURANCE AND SERVICES

(a) Pursuant to AIDAR 752.228-3 Worker's Compensation Insurance (Defense Base Act); USAID's DBA insurance carrier is:

Rutherford International, Inc.
5500 Cherokee Avenue, Suite 300
Alexandria, VA 22312

Points of Contact:

Diane Proctor, email Diane.Proctor@rutherford.com or Taunya Jones, email Taunya.Jones@rutherford.com
(703) 813-6504 or (703) 813-6506

Hours of Operation are: 8 a.m. to 5 p.m. (EST)

Telefax: (703) 354-0370

E-Mail: www.rutherford.com

(b) Contractors are responsible for providing medical evacuation coverage for their employees. The following State Department website, [http://www.state.gov/m/dghr/flo/24051 .htm](http://www.state.gov/m/dghr/flo/24051.htm), provides possible sources from which

MEDAVAC coverage may be obtained. USAID does not endorse any of the listed sources. Medical evacuation costs are allowable as a direct cost.

H.4 AUTHORIZED GEOGRAPHIC CODE

The authorized geographic code for procurement of goods and services under this contract is 000.

H.5 LOGISTIC SUPPORT

The Contractor shall be responsible for furnishing all logistic support in the United States and overseas.

H.6 LANGUAGE REQUIREMENTS

Contractor personnel and/or consultant shall have English and/or Arabic language proficiency to perform technical services.

H.7 EXECUTIVE ORDER ON TERRORISM FINANCING (FEB 2002)

The Contractor/Recipient is reminded that U.S. Executive Orders and U.S. law prohibits transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. It is the responsibility of the contractor/recipient to ensure compliance with these Executive Orders and laws. This provision must be included in all subcontracts/subawards issued under this contract/agreement.

H.8 REPORTING OF FOREIGN TAXES

- (a) Final and Interim Reports. The Contractor must annually submit two reports: (i) An interim report by November 17; and (ii) A final report by April 16 of the next year.
- (b) Contents of Report. The reports must contain: (i) Contractor name. (ii) Contact name with phone, fax and email. (iii) Agreement number(s). (iv) Amount of foreign taxes assessed by a foreign government [each foreign government must be listed separately] on commodity purchase transactions valued at \$500 or more financed with U.S. foreign assistance funds under this agreement during the prior U.S. fiscal year. NOTE: For fiscal year 2003 only, the reporting period is February 20, 2003 through September 30, 2003. (v) Only foreign taxes assessed by the foreign government in the country receiving U.S. assistance is to be reported. Foreign taxes by a third party foreign government are not to be reported. For example, if an assistance program for Lesotho involves the purchase of commodities in South Africa using foreign assistance funds, any taxes imposed by South Africa would not be reported in the report for Lesotho (or South Africa). (vi) Any reimbursements received by the Contractor during the period in (iv) regardless of when the foreign tax was assessed plus, for the interim report, any reimbursements on the taxes reported in (iv) received by the Contractor through October 31 and for the final report, any reimbursements on the taxes reported in (iv) received through March 31. (vii) The final report is an updated cumulative report of the interim report. (viii) Reports are required even if the contractor/recipient did not pay any taxes during the report period. (ix) Cumulative reports may be provided if the contractor/recipient is implementing more than one program in a foreign country.
- (c) Definitions. For purposes of this clause: (i) "Agreement" includes USAID direct and country contracts, grants, cooperative agreements and interagency agreements. (ii) "Commodity" means

any material, article, supply, goods, or equipment. (iii) "Foreign government" includes any foreign governmental entity. (iv) "Foreign taxes" means value-added taxes and custom duties assessed by a foreign government on a commodity. It does not include foreign sales taxes.

- (d) Where. Submit the reports to:
- (e) Subagreements. The Contractor must include this reporting requirement in all applicable subcontracts, subgrants and other subagreements. (f) For further information see <http://www.state.gov/m/rm/c10443.htm> .

H.9 752.7007 PERSONNEL COMPENSATION (JUL 2007)

- (a) Direct compensation of the Contractor's personnel will be in accordance with the Contractor's established policies, procedures, and practices, and the cost principles applicable to this contract.
- (b) Reimbursement of the employee's base annual salary plus overseas recruitment incentive, if any, which exceed the USAID Contractor Salary Threshold (USAID CST) stated in USAID Automated Directives System (ADS) Chapter 302 USAID Direct Contracting, must be approved in writing by the Contracting Officer, as prescribed in 731.205-6(b) or 731.371(b), as applicable.

H.10 Additional Requirement for Personnel Compensation

(a) Limitations:

(1) Salaries and wages may not exceed the Contractor's established policy and practice, including the Contractor's established pay scale for equivalent classifications of employees, which shall be certified to by the Contractor. Nor may any individual salary or wage, without approval of the Cognizant Contracting Officer, exceed the employee's current salary or wage, or the highest rate of annual salary or wage received during any full year of the immediately preceding three (3) years.

(2) Compensation (i.e., the employee's base annual salary plus overseas recruitment incentive, if any) which exceeds the maximum rate for agencies without a certified SES performance appraisal system, as published in the Federal Register, will be reimbursed only with the approval of the Contracting Officer, as prescribed in 731.205-6(d) or 731.371(b), as applicable.

(b) Salaries During Travel:

Salaries and wages paid while in travel status will not be reimbursed for a travel period greater than the time required for travel by the most direct and expeditious air route.

(c) Return of Overseas Employees:

Salaries and wages paid to an employee serving overseas who is discharged by the Contractor for misconduct, inexcusable non-performance, or security reasons will in no event be reimbursed for a period which extends beyond the time required to return him promptly to his point of origin by the most direct and expeditious air route.

(d) Annual Salary Increases:

One annual salary increase (includes promotional increase) of not more than TBD percent may be granted after the employee's completion of each twelve month period of satisfactory services under the contract. Annual salary increases of any kind exceeding these limitations or exceeding the maximum salary in Section H.13 may be granted only with the advance written approval of the Contracting Officer.

(e) Consultants:

No compensation for consultants will be reimbursed unless their use under the contract has advance written approval of the Contracting Officer; and if such provision has been made or approval given, compensation shall not exceed 1) the highest rate of annual compensation received by the consultant during any full year of the immediately preceding three years or 2) the maximum salary rate of Agencies Without a Certified Performance Appraisal System (AWCPAS), whichever is less.

(f) Initial Salaries:

The initial starting salaries of all employees whose salaries are charged as a direct cost to this contract must be approved, in advance and in writing, by the Contracting Officer. (Any initial starting salaries included in the contractor's best and final and accepted during negotiations, are deemed approved upon contract execution).

NOTE: The hourly rate for an AWCPAS is determined by dividing the annual compensation by 2080 hours. The daily rate is determined by multiplying the hourly rate by 8 hours.

NOTE: Any Approvals issued pursuant to the above sections shall be retained by the Contractor for audit purposes. Approvals issued pursuant to the above must be within the terms of this contract, and shall not serve to increase the total estimated cost or the obligated amount of this contract, whichever is less (see Part I, Section B.3 of this contract).

(g) Work Week:

(1) Non-overseas Employees. The length of the contractor's U.S. non-overseas employees workday shall be in accordance with the contractor's established policies and practices and shall not be less than 8 hours per day and 40 hours per week.

(2) Overseas Employees. The work week for the Contractor's overseas employees shall not be less than 40 hours and shall be scheduled to coincide with the work week for those employees of the USAID Mission and the Cooperating Country associated with the work of this contract.

(h) Definitions:

As used in this contract, the terms "salaries" and "wages" mean the periodic remuneration received for professional or technical personal services rendered. Unless the contract states otherwise, these terms do not include any other elements of personal compensation described in the cost principle in FAR 31.205-6 "Compensation for Personal Services," such as (but not limited to) the differentials or allowances defined in the clause of this contract entitled "Differentials and Allowances" (AIDAR 752.7028). The term "compensation" is defined in FAR 31.205-6(a) and includes fees and honoraria related to the personal services provided under this contract, but excludes earnings from sources other than the individual's professional or technical work, overhead, or other charges.

**H.11 AIDAR 752.225-70 SOURCE, ORIGIN AND NATIONALITY REQUIREMENTS
(FEB 1997)**

(a) Except as may be specifically approved by the Contracting Officer, all commodities (e.g., equipment, materials, vehicles, supplies) and services (including commodity transportation services) which will be financed under this contract with U.S. dollars shall be procured in accordance with the requirements in 22 CFR part 228, "Rules on Source, Origin and Nationality for Commodities and Services Financed by USAID." The authorized source for procurement is Geographic Code 000 unless otherwise specified in the schedule of this contract. Guidance on eligibility of specific goods or services may be obtained from the Contracting Officer.

(b) Ineligible goods and services. The Contractor shall not procure any of the following goods or services under this contract:

- (1) Military equipment,
- (2) Surveillance equipment,
- (3) Commodities and services for support of police and other law enforcement activities,
- (4) Abortion equipment and services,
- (5) Luxury goods and gambling equipment, or
- (6) Weather modification equipment.

(c) Restricted goods. The Contractor shall not procure any of the following goods or services without the prior written approval of the Contracting Officer:

- (1) Agricultural commodities,
- (2) Motor vehicles,
- (3) Pharmaceuticals and contraceptive items,
- (4) Pesticides,
- (5) Fertilizer,
- (6) Used equipment, or
- (7) U.S. government-owned excess property.

If USAID determines that the Contractor has procured any of these specific restricted goods under this contract without the prior written authorization of the Contracting Officer, and has received payment for such purposes, the Contracting Officer may require the Contractor to refund the entire amount of the purchase.

H.12 USAID DISABILITY POLICY (DECEMBER 2004)

(a) The objectives of the USAID Disability Policy are (1) to enhance the attainment of United States foreign assistance program goals by promoting the participation and equalization of opportunities of individuals with disabilities in USAID policy, country and sector strategies, activity designs and implementation; (2) to increase awareness of issues of people with disabilities both within USAID programs and in host countries; (3) to engage other U.S. government agencies, host country counterparts, governments, implementing organizations and other donors in fostering a climate of nondiscrimination against people with disabilities; and (4) to support international advocacy for people with disabilities. The full text of the policy paper can be found at the following website:

<http://www.usaid.gov/about/disability/DISABPOL.FIN.html>.

(b) USAID therefore requires that the contractor not discriminate against people with disabilities in the implementation of USAID programs and that it make every effort to comply with the objectives of the USAID Disability Policy in performing this contract. To that end and within the scope of the contract, the contractor's actions must demonstrate a comprehensive and consistent approach for including men, women and children with disabilities."

H.13 AIDAR 752.7004 EMERGENCY LOCATOR INFORMATION (JUL 1997)

The Contractor agrees to provide the following information to the Mission Administrative Officer on or before the arrival in the host country of every contract employee or dependent:

- (1) The individual's full name, home address, and telephone number.
- (2) The name and number of the contract, and whether the individual is an employee or dependent.
- (3) The contractor's name, home office address, and telephone number, including any after-hours emergency number(s), and the name of the contractor's home office staff member having administrative responsibility for the contract.
- (4) The name, address, and telephone number(s) of each individual's next of kin.
- (5) Any special instructions pertaining to emergency situations such as power of attorney designees or alternate contact persons.

H.14 STANDARDS OF CONDUCT -- IMPROPER BUSINESS PRACTICES

Corruption or any other improper business practices related to this solicitation and any resulting contract(s) will not be tolerated. Transactions relating to the expenditure of public funds require the highest degree of public trust and an impeccable standard of conduct by contractors, subcontractors and any other agent acting in connection with this contract. Examples of such unacceptable behavior include, but are not limited to providing or offering of bribes to any person associated with the contract or any subcontracts; soliciting or accepting kickbacks or bribes; and knowingly making any false or misleading accounting reports or financial statements. Contractors, subcontractors and any other agents acting under contracts awarded herein are expected to employ due diligence and have internal controls in place towards practicing good governance in execution of the contract. Any one of these entities found to have engaged in illegal activity, improper behavior, or corrupt practices will be subject to corrective actions in accordance with the respective FAR clause incorporated into this solicitation and any resulting contract(s).

H.15 COMPETITION AND SUBCONTRACTING

- a. The Contracting Officer's signature on the contract which includes all equipment and services proposed in the Contractor's proposal or final proposal revision fulfills the requirement for prior approval.
- b. Should additional subcontracting (beyond those subcontracts included in the contractor's proposal and/or best and final offer which was accepted by USAID through award of this contract) become necessary, the contractor shall secure competition to the maximum practical extent, as required by the clause of this contract entitled "Competition in Subcontracting" (FAR 52.244-05). The contractor shall obtain the Contracting Officer's consent for purchases/subcontracts, if required by the clause of this contract entitled, "Subcontracts" (FAR 52.244-02).

H.16 ORGANIZATIONAL CONFLICT OF INTEREST

Any concerns/issues related to Organizational Conflict of Interest MUST be brought to the attention of the Cognizant Contracting Officer as soon as it appears. See CIB 99-17:

http://www.usaid.gov/business/business_opportunities/cib/pdf/cib9917.pdf

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 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
52.202-1	DEFINITIONS	JUL 2004
52.203-3	GRATUITIES	APR 1984
52.203-5	COVENANT AGAINST CONTINGENT FEES	APR 1984
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	SEP 2006
52.203-7	ANTI-KICKBACK PROCEDURES	JUL 1995
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	SEP 2007
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	AUG 2000
52.204-7	CENTRAL CONTRACTOR REGISTRATION	APR 2008
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	SEP 2006
52.215-2	AUDIT AND RECORDS--NEGOTIATION	JUN 1999
52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT 1997
52.215-14	INTEGRITY OF UNIT PRICES	OCT 1997
52.216-7	ALLOWABLE COST AND PAYMENT	DEC 2002
52.216-8	FIXED-FEE	MAR1997
52.222-50	COMBATING TRAFFICKING IN PERSONS	FEB 2009
52.223-6	DRUG-FREE WORKPLACE	MAY2001
52.225-1	BUY AMERICAN ACT--SUPPLIES	FEB 2009
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUN 2008
52.227-17	RIGHTS IN DATA--SPECIAL WORKS	DEC 2007
52.227-18	RIGHTS IN DATA--EXISTING WORKS	DEC 2007
52.228-7	INSURANCE--LIABILITY TO THIRD PERSONS	MAR1996
52.232-17	INTEREST	OCT 2008
52.232-18	AVAILABILITY OF FUNDS	APR 1984

52.232-20	LIMITATION OF COST	APR 1984
52.232-22	LIMITATION OF FUNDS	APR 1984
52.232-23	ASSIGNMENT OF CLAIMS	JAN 1986
52.233-1	DISPUTES	JUL 2002
52.233-3	PROTEST AFTER AWARD ALTERNATE I (JUN 1985)	AUG 1996
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT 2004
52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	APR 1984
52.242-3	PENALTIES FOR UNALLOWABLE COSTS	MAY2001
52.242-13	BANKRUPTCY	JUL 1995
52.243-2	CHANGES--COST REIMBURSEMENT ALTERNATE I (APR 1984)	AUG 1987
52.244-2	SUBCONTRACTS ALTERNATE I (JUN 2007)	JUN 2007
52.244-5	COMPETITION IN SUBCONTRACTING	DEC 1996
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS	FEB 2009
52.246-23	LIMITATION OF LIABILITY	FEB 1997
52.246-25	LIMITATION OF LIABILITY--SERVICES	FEB 1997
52.248-1	VALUE ENGINEERING	FEB 2000
52.249-6	TERMINATION (COST-REIMBURSEMENT)	MAY2004
52.249-14	EXCUSABLE DELAYS	APR 1984
52.253-1	COMPUTER GENERATED FORMS	JAN 1991

AIDAR 48 CFR Chapter 7

752.202-1	DEFINITIONS	
752.211-70	LANGUAGE AND MEASUREMENT	JUN 1992
752.225-71	LOCAL PROCUREMENT	FEB 1997
752.228-7	INSURANCE-LIABILITY TO THIRD PERSONS	
752.228-70	MEDICAL EVACUATION (MEDVAC) SERVICES	JUL 2007
752.7001	BIOGRAPHICAL DATA	JUL 1997
752.7002	TRAVEL AND TRANSPORTATION	JAN 1990
752.7006	NOTICES	APR 1984
752.7007	PERSONNEL COMPENSATION	JUL 2007
752.7008	USE OF GOVERNMENT FACILITIES OR PERSONNEL	APR 1984
752.7010	CONVERSION OF U.S. DOLLARS TO LOCAL CURRENCY	APR 1984
752.7011	ORIENTATION AND LANGUAGE TRAINING	APR 1984
752.7013	CONTRACTOR-MISSION RELATIONSHIPS	OCT 1989
752.7014	NOTICE OF CHANGES IN TRAVEL REGULATIONS	JAN 1990
752.7015	USE OF POUCH FACILITIES	JUL 1997
752.7025	APPROVALS	APR 1984
752.7028	DIFFERENTIALS AND ALLOWANCES	JUL 1996
752.7029	POST PRIVILEGES	JUL 1993
752.7033	PHYSICAL FITNESS	JUL 1997
752.7034	ACKNOWLEDGEMENT AND DISCLAIMER	DEC 1991
752.7035	PUBLIC NOTICES	DEC 1991

I.2 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 one month.

I.3 52.229-8 TAXES--FOREIGN COST-REIMBURSEMENT CONTRACTS (MAR 1990)

(a) Any tax or duty from which the United States Government is exempt by agreement with the Government of , or from which the Contractor or any subcontractor under this contract is exempt under the laws of , shall not constitute an allowable cost under this contract.

(b) If the Contractor or subcontractor under this contract obtains a foreign tax credit that reduces its Federal income tax liability under the United States Internal Revenue Code (Title 28, U.S.C.) because of the payment of any tax or duty that was reimbursed under this contract, the amount of the reduction shall be paid or credited at the time of such offset to the Government of the United States as the Contracting Officer directs.

I.4 52.232-25 PROMPT PAYMENT (OCT 2008)

Notwithstanding any other payment clause in this contract, the Government will make invoice payments under the terms and conditions specified in this clause. The Government considers payment as being made on the day a check is dated or the date of an electronic funds transfer (EFT). Definitions of pertinent terms are set forth in sections [2.101](#), [32.001](#), and [32.902](#) of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see paragraph (a)(4) of this clause concerning payments due on Saturdays, Sundays, and legal holidays.)

(a) Invoice payments—

(1) Due date.

(i) Except as indicated in paragraphs (a)(2) and (c) of this clause, the due date for making invoice payments by the designated payment office is the later of the following two events:

(A) The 30th day after the designated billing office receives a proper invoice from the Contractor (except as provided in paragraph (a)(1)(ii) of this clause).

(B) The 30th day after Government acceptance of supplies delivered or services performed. For a final invoice, when the payment amount is subject to contract settlement actions, acceptance is deemed to occur on the effective date of the contract settlement.

(ii) If the designated billing office fails to annotate the invoice with the actual date of receipt at the time of receipt, the invoice payment due date is the 30th day after the date of the Contractor's invoice, provided the designated billing office receives a proper invoice and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(2) Certain food products and other payments.

(i) Due dates on Contractor invoices for meat, meat food products, or fish; perishable agricultural commodities; and dairy products, edible fats or oils, and food products prepared from edible fats or oils are—

(A) For meat or meat food products, as defined in section 2(a)(3) of the Packers and Stockyard Act of 1921 ([7 U.S.C. 182\(3\)](#)), and as further defined in Pub. L. 98-181, including any edible fresh or frozen poultry meat, any perishable poultry meat food product, fresh eggs, and any perishable egg product, as close as possible to, but not later than, the 7th day after product delivery.

(B) For fresh or frozen fish, as defined in section 204(3) of the Fish and Seafood Promotion Act of 1986 ([16 U.S.C. 4003\(3\)](#)), as close as possible to, but not later than, the 7th day after product delivery.

(C) For perishable agricultural commodities, as defined in section 1(4) of the Perishable Agricultural Commodities Act of 1930 ([7 U.S.C. 499a\(4\)](#)), as close as possible to, but not later than, the 10th day after product delivery, unless another date is specified in the contract.

(D) For dairy products, as defined in section 111(e) of the Dairy Production Stabilization Act of 1983 ([7 U.S.C. 4502\(e\)](#)), edible fats or oils, and food products prepared from edible fats or oils, as close as possible to, but not later than, the 10th day after the date on which a proper invoice has been received. Liquid milk, cheese, certain processed cheese products, butter, yogurt, ice cream, mayonnaise, salad dressings, and other similar products, fall within this classification. Nothing in the Act limits this classification to refrigerated products. When questions arise regarding the proper classification of a specific product, prevailing industry practices will be followed in specifying a contract payment due date. The burden of proof that a classification of a specific product is, in fact, prevailing industry practice is upon the Contractor making the representation.

(ii) If the contract does not require submission of an invoice for payment (*e.g.*, periodic lease payments), the due date will be as specified in the contract.

(3) *Contractor's invoice.* The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in paragraphs (a)(3)(i) through (a)(3)(x) of this clause. If the invoice does not comply with these requirements, the designated billing office will return it within 7 days after receipt (3 days for meat, meat food products, or fish; 5 days for perishable agricultural commodities, dairy products, edible fats or oils, and food products prepared from edible fats or oils), with the reasons why it is not a proper invoice. The Government will take into account untimely notification when computing any interest penalty owed the Contractor.

(i) Name and address of the Contractor.

(ii) Invoice date and invoice number. (The Contractor should date invoices as close as possible to the date of the mailing or transmission.)

(iii) Contract number or other authorization for supplies delivered or services performed (including order number and contract line item number).

(iv) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.

(v) Shipping and payment terms (*e.g.*, shipment number and date of shipment, discount for prompt payment terms). Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

(vii) Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice.

(viii) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(ix) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision (*e.g.*, [52.232-38](#), Submission of Electronic Funds Transfer Information with Offer), contract clause (*e.g.*, [52.232-33](#), Payment by Electronic Funds Transfer—Central Contractor Registration, or [52.232-34](#), Payment by Electronic Funds Transfer-Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(x) Any other information or documentation required by the contract (*e.g.*, evidence of shipment).

(4) *Interest penalty.* The designated payment office will pay an interest penalty automatically, without request from the Contractor, if payment is not made by the due date and the conditions listed in paragraphs (a)(4)(i) through (a)(4)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday, the designated payment office may make payment on the following working day without incurring a late payment interest penalty.

(i) The designated billing office received a proper invoice.

(ii) The Government processed a receiving report or other Government documentation authorizing payment, and there was no disagreement over quantity, quality, or Contractor compliance with any contract term or condition.

(iii) In the case of a final invoice for any balance of funds due the Contractor for supplies delivered or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

(5) *Computing penalty amount.* The Government will compute the interest penalty in accordance with the Office of Management and Budget prompt payment regulations at 5 CFR Part 1315.

(i) For the sole purpose of computing an interest penalty that might be due the Contractor, Government acceptance is deemed to occur constructively on the 7th day (unless otherwise specified in this contract) after the Contractor delivers the supplies or performs the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. If actual acceptance occurs within the constructive acceptance period, the Government will base the determination of an interest penalty on the actual date of acceptance. The constructive acceptance requirement does not, however, compel Government officials to accept supplies or services, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(ii) The prompt payment regulations at 5 CFR 1315.10(c) do not require the Government to pay interest penalties if payment delays are due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance, or on amounts temporarily withheld or retained in accordance with the terms of the contract. The Government and the Contractor

shall resolve claims involving disputes and any interest that may be payable in accordance with the clause at FAR [52.233-1](#), Disputes.

(6) *Discounts for prompt payment.* The designated payment office will pay an interest penalty automatically, without request from the Contractor, if the Government takes a discount for prompt payment improperly. The Government will calculate the interest penalty in accordance with the prompt payment regulations at 5 CFR Part 1315.

(7) Additional interest penalty.

(i) The designated payment office will pay a penalty amount, calculated in accordance with the prompt payment regulations at 5 CFR Part 1315 in addition to the interest penalty amount only if—

(A) The Government owes an interest penalty of \$1 or more;

(B) The designated payment office does not pay the interest penalty within 10 days after the date the invoice amount is paid; and

(C) The Contractor makes a written demand to the designated payment office for additional penalty payment, in accordance with paragraph (a)(7)(ii) of this clause, postmarked not later than 40 days after the invoice amount is paid.

(ii)(A) The Contractor shall support written demands for additional penalty payments with the following data. The Government will not request any additional data. The Contractor shall—

(1) Specifically assert that late payment interest is due under a specific invoice, and request payment of all overdue late payment interest penalty and such additional penalty as may be required;

(2) Attach a copy of the invoice on which the unpaid late payment interest is due; and

(3) State that payment of the principal has been received, including the date of receipt.

(B) If there is no postmark or the postmark is illegible—

(1) The designated payment office that receives the demand will annotate it with the date of receipt, provided the demand is received on or before the 40th day after payment was made; or

(2) If the designated payment office fails to make the required annotation, the Government will determine the demand's validity based on the date the Contractor has placed on the demand, provided such date is no later than the 40th day after payment was made.

(iii) The additional penalty does not apply to payments regulated by other Government regulations (*e.g.*, payments under utility contracts subject to tariffs and regulation).

(b) *Contract financing payment.* If this contract provides for contract financing, the Government will make contract financing payments in accordance with the applicable contract financing clause.

(c) *Fast payment procedure due dates.* If this contract contains the clause at [52.213-1](#), Fast Payment Procedure, payments will be made within 15 days after the date of receipt of the invoice.

(d) *Overpayments.* If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall—

(1) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—

(i) Circumstances of the overpayment (*e.g.*, duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(ii) Affected contract number and delivery order number if applicable;

(iii) Affected contract line item or subline item, if applicable; and

- (iv) Contractor point of contact.
- (2) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

I.5 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://arnet.gov/far/>

752.242-70 Periodic Progress Reports

See CIB 98-21.

I.6 COMMUNICATIONS PRODUCTS (OCT 1994)

(a) Definition - Communications products are any printed materials (other than non-color photocopy material), photographic services or video production services.

(b) Standards - USAID has established standards for communications products. These standards must be followed unless otherwise specifically provided in the contract or approved in writing by the contracting officer. A copy of the standards for USAID financed publications and video productions is attached.

(c) Communications products which meet any of the following criteria are not eligible for USAID financing under this agreement unless specifically authorized in the contract or in writing by the contracting officer:

- (1) All communications materials funded by operating expense account funds;
- (2) Any communication products costing over \$25,000, including the costs of both preparation and execution. For example, in the case of a publication, the costs will include research, writing and other editorial services (including any associated overhead), design, layout and production costs.
- (3) Any communication products that will be sent directly to, or likely to be seen by, a Member of Congress or Congressional staffer; and
- (4) Any publication that will have more than 50 percent of its copies distributed in the United States (excluding copies provided to CDIE and other USAID/W offices for internal use).

(d) The initial proposal must provide a separate estimate of the cost of every communications product as defined in paragraph (a) above [not just those which meet the criteria in paragraph (c)] which is anticipated under the contract. Each estimate must include all of the costs associated with preparation and execution of the product. Any subsequent request for approval of a covered communication product must provide the same type of cost information.

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

Attachment No.	Title
1	IDENTIFICATION OF PRINCIPAL GEOGRAPHIC CODE NUMBERS
2	USAID FORM 1420-17 – CONTRACTOR BIOGRAPHICAL DATA SHEET
3	SF LLL – DISCLOSURE OF LOBBYING ACTIVITIES
4	SUBCONTRACTING PLAN

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

NUMBER	TITLE	DATE
FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)		
52.203-11	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS FOREIGN NATIONALS	(SEP 2005)

K.2 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (FEB 2009)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is _____ [*insert NAICS code*].

(2) The small business size standard is _____ [*insert size standard*].

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)(1) If the clause at [52.204-7](#), Central Contractor Registration, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the clause at [52.204-7](#) is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

(i) Paragraph (d) applies.

(ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c)(1) The following representations or certifications in ORCA are applicable to this solicitation as indicated:

(i) [52.203-2](#), Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—

(A) The acquisition is to be made under the simplified acquisition procedures in [Part 13](#);

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) [52.203-11](#), Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$100,000.

(iii) [52.204-3](#), Taxpayer Identification. This provision applies to solicitations that do not include the clause at [52.204-7](#), Central Contractor Registration.

(iv) [52.204-5](#), Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(v) [52.209-5](#), Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(vi) [52.214-14](#), Place of Performance—Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(vii) [52.215-6](#), Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(viii) [52.219-1](#), Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(ix) [52.219-2](#), Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

(x) [52.222-22](#), Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at [52.222-26](#), Equal Opportunity.

(xi) [52.222-25](#), Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at [52.222-26](#), Equal Opportunity.

(xii) [52.222-38](#), Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xiii) [52.223-1](#), Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA–designated items; or include the clause at [52.223-2](#), Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xiv) [52.223-4](#), Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA–designated items.

(xv) [52.225-2](#), Buy American Act Certificate. This provision applies to solicitations containing the clause at [52.225-1](#).

(xvi) [52.225-4](#), Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate. (Basic, Alternate I, and Alternate II) This provision applies to solicitations containing the clause at [52.225-3](#).

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$67,826, the provision with its Alternate II applies.

(xvii) [52.225-6](#), Trade Agreements Certificate. This provision applies to solicitations containing the clause at [52.225-5](#).

(xviii) [52.225-20](#), Prohibition on Conducting Restricted Business Operations in Sudan—Certification.

(xix) [52.226-2](#), Historically Black College or University and Minority Institution Representation. This provision applies to—

(A) Solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions; and

(B) For DoD, NASA, and Coast Guard acquisitions, solicitations that contain the clause at [52.219-23](#), Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns.

(2) The following certifications are applicable as indicated by the Contracting Officer:

[*Contracting Officer check as appropriate.*]

__ (i) [52.219-19](#), Small Business Concern Representation for the Small Business Competitiveness Demonstration Program.

__ (ii) [52.219-21](#), Small Business Size Representation for Targeted Industry Categories Under the Small Business Competitiveness Demonstration Program.

__ (iii) [52.219-22](#), Small Disadvantaged Business Status.

__ (A) Basic.

__ (B) Alternate I.

__ (iv) [52.222-18](#), Certification Regarding Knowledge of Child Labor for Listed End Products.

__ (v) [52.222-48](#), Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Certification.

__ (vi) [52.222-52](#), Exemption from Application of the Service Contract Act to Contracts for Certain Services—Certification.

__ (vii) [52.223-9](#), with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA—Designated Products (Alternate I only).

__ (viii) [52.223-13](#), Certification of Toxic Chemical Release Reporting.

__ (ix) [52.227-6](#), Royalty Information.

__ (A) Basic.

__ (B) Alternate I.

__ (x) [52.227-15](#), Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations

and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [*offeror to insert changes, identifying change by clause number, title, date*]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR CLAUSE #	TITLE	DATE	CHANGE
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Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

K.3 INSURANCE - IMMUNITY FROM TORT LIABILITY

The offeror represents that it is, is not a State agency or charitable institution, and that it is not immune, is partially immune, is totally immune from tort liability to third persons.

K.4 AGREEMENT ON, OR EXCEPTIONS TO, TERMS AND CONDITIONS

The Offeror has reviewed the solicitation (Sections B through J of which will become the contract) and agrees to the terms and conditions set forth therein; or has the following exceptions (continue on a separate attachment page, if necessary):

K.5 SIGNATURE

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

Solicitation No. _____

Offer/Proposal No. _____

Date of Offer _____

Name of Offeror _____

Typed Name and Title _____

Signature _____ Date _____

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS**L.1 NOTICE LISTING SOLICITATION PROVISIONS INCORPORATED BY REFERENCE**

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

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
52.215-1	INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION	JAN 2004

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

The Government contemplates award of a (Cost Plus Fixed Fee) contract resulting from this solicitation.

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

- (a) Protests, as defined in section [31.101](#) of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from _____. [*Contracting Officer designate the official or location where a protest may be served on the Contracting Officer.*]
- (b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

L.4 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions 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 is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://arnet.gov/far/>

L.5 GENERAL INSTRUCTIONS TO OFFERORS

- (a) The offeror should submit the proposal as instructed below:

(i) electronically - internet email with up to 5 attachments (2MB limit) per email compatible with MS WORD 2003 and Excel 2003. Only those pages requiring original manual signatures should be sent via pdf files; and

(ii) via regular mail - sending paper copies of an original and four (4) copies of a technical proposal and one original and one (1) copy of a cost proposal, however the issuing office receives regular international mail only once a week. All mail is subject to US Embassy electronic imagery scanning methods, physical inspection, and is not date and time stamped prior to receipt by USAID and the Contracting Officer; or

(iii) hand delivery (including commercial courier) of an original and four (4) paper copies of a technical proposal and one original and one copy of a cost proposal to the issuing office.

(iv) Regardless of the method used the Technical Proposal and Cost Proposal must be kept separate from each other. Technical Proposals must not make reference to pricing data in order that the technical evaluation may be made strictly on the basis of technical merit.

(b) Submission of Alternate Proposals

All offerors shall submit a proposal directly responsive to the terms and conditions of this RFP. If an offeror chooses to submit an alternative proposal, they must, at the same time, submit a proposal directly responsive hereto for any alternate to even be considered.

(c) Government Obligation

The US Government is not obligated to make an award or to pay for any costs incurred by the offeror in preparation of a proposal in response hereto.

(d) Firms in the competitive range may be requested to make a presentation to USAID. Details will be provided to the competitive range firms at a later stage.

L.6 INSTRUCTIONS FOR THE PREPARATION OF THE TECHNICAL PROPOSAL

(a) The Technical Proposal in response to this solicitation must address how the offeror intends to carry out the Statement of Work contained in Section C. It must also contain a clear understanding of the work to be undertaken and the responsibilities of all parties involved. The technical proposal must be organized by the technical evaluation criteria listed in Section M.

(b) The past performance references required by this section shall be included as an annex or attachment of the technical proposal.

(c) Detailed information should be presented only when required by specific RFP instructions. Proposals are limited to 20 pages including the Contractor's portfolio, **OVER 20 PAGES WILL NOT BE EVALUATED**, and shall be written in English (Time New Roman 12 font size, with one inch margins both right and left, with each page numbered consecutively). Items such as graphs, charts, cover pages, dividers, table of

contents, and attachments (i.e. key personnel resumes, reply to case studies, table summarizing qualifications of proposed personnel, past performance summary table and past performance report forms) are not included in the 20-page limitation.

- (d) The technical proposal should, at a minimum, include the following:

➤ **Organization Experience**

Offerors will clearly demonstrate the depth and breadth of their experience in advertising. The proposal should address the company's experience in Arabic language campaigns for Jordan; experience in working on T.V campaigns, Online support services/social media, Public Service Announcements (PSAs); and other publicity work for governmental or nonprofit organizations, and developmental programs/projects, samples should be included. Samples of other ad campaigns with English translations should also be included. Offerors are to identify sub-contractor companies / agencies who will be working on this project.

- Full knowledge of Jordan environment – challenges, opportunities, behavior, media trends, etc.
- A detailed outline of how the effort will be completed under this contract – e.g. will all functions be carried out in-house, through a sub-contractor, or through a consortium or other mechanisms – and their expertise and experience in this effort, (if consortium, partners should be clearly identified including corporate capabilities, respective roles & responsibilities). If outsourcing mechanisms are planned, the bidder is not required to list potential partners, as these will have to be approved by USAID/Jordan during the implementation of this contract. USAID/Jordan will base its evaluation of potential partners on the Contractor's expertise and/or access to expertise for the implementation of the Communication and Outreach Strategy.
- Past performance is based on years of experience in the local and global markets, brief description of the company, list of agencies/projects implemented including contract names & numbers, past experience in implementing development programs/projects, references, samples (past and current), awards in special local/global media competitions/contests, event management experience. Experience in social marketing and civil society is a plus.

➤ **Technical Approach**

Offerors will prepare and present a proposed overall campaign strategy for USAID/Jordan public outreach activities, using information from the USAID/Jordan web site, <http://jordan.usaid.gov>. The technical proposal will contain a sample creative concept prepared in both Arabic and English – which will be considered only as a sample and not to be considered as the approved concept of the campaign if the offeror is selected to implement this activity. As part of the proposal evaluation, Offerors may be requested to make a presentation at the USAID/Jordan offices. Key project staff shall make this presentation and limit such to 30 minutes.

- The details of the plan for developing and fully implementing a communication and outreach strategy for USAID/Jordan with a highly creative, innovative and technical standards, including:
 - An outline creative brief of how the firm will develop the strategy, i.e.: general understanding of USAID's mission, vision & objectives in regard of methodology, story boards, scripting... etc.
 - Targeting various audiences via various media (Traditional and online) / marketing techniques and methods.
 - Considering alternative strategies and concepts.
 - Detailed work plan.
 - Demonstrated professionalism and creative capacity.
 - An outline of how all the steps will be completed to implement the strategy.
- Monitoring and evaluation plan (includes pre and post quantitative impact assessments and pre and post campaign testing).

➤ **Key Personnel**

Personnel: Offerors are to propose a knowledgeable project management and creative team; proposed principle personnel are expected to be able to communicate fluent in English and Arabic. Offerors will identify the key management and creative personnel, including sub-contractors. For the primary account team (Program Manager, Media Manager, Creative/Copy Manager), the proposal will elaborate in a one-page summary their relevant experience. Include a list of similar marketing campaigns in size and dollar value undertaken during the last five years.

- The resumes of key personnel who will be working directly with USAID in the development and implementation of this communication and outreach strategy, their educational background, relevant experience and capabilities and their roles and responsibilities.

Qualification for the Key Personnel:

Program Manager (Account Manager in private sector)

Fluent in English and Arabic

University Degree in related subject

At least 5 years experience in advertising managing clients

Media Manager

Good English and Fluent Arabic

University Degree in related area

5 years broad reach media buying experience

Creative/Copy Manager

Fluent English and Arabic

University Degree in related area

5 years of advertising experience as art or copy manager

L.7 INSTRUCTIONS REGARDING KEY PERSONNEL

The contract proposed by this solicitation includes a key personnel clause, and the quality of key personnel proposed will be an evaluation factor.

L.8 INSTRUCTIONS FOR THE PREPARATION OF THE COST PROPOSAL

- (a) Standard Form (SF) 33

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

- (b) Proposed Costs/Prices:

The Offeror shall submit a summary budget for the contract period. The summary budget must reflect summary cost information for each of the major budget categories (see major budget categories listed below). The summary budget must reflect this summary budget for each of the years separately.

The offeror must also submit a detailed version of its summary budget for the contract period. The detailed budget must reflect every estimated cost item, broken out. The detailed budget must reflect these individual cost items for each of the years separately and then offer the program total for the entire contract, item for item in the last column of the spread sheet.

The offeror must submit supporting cost information which should be provided in sufficient detail to allow complete cost realism, allowability, and reasonableness analyses of the proposal. This should include, but not limited to, the estimated cost elements at a detailed level, plus a detailed description that identifies each cost element and addresses why these costs are considered realistic and necessary to successfully implement the activity.

Description	Amount in JD
Broad Reach Media	
- TV	
- Radio	
- Outdoor	
- Print	
Sponsorships (sport team, etc)	
Outreach Events	
Photo Exhibits	
Promotional Materials	
Public Affairs and Press Management	
Agency Expenses (Fees, Online support, etc.)	
TOTAL	

- (c) Offerors shall also submit a completed and signed Contractor Employee Biographical Data Sheet for each individual personnel proposed and shall be included in the cost proposal (See Section J – Attachment #2). Biographical Data Sheets may be submitted in PDF format.
- (d) Revealing the cost range for the contract does not mean that offerors should necessarily strive to meet the maximum amount. The offeror must propose costs that it believes are realistic and reasonable for the work in accordance with the offeror's technical approach. Cost proposals shall be evaluated as part of best value determination.
- (e) Audited balance sheets and profit and loss statements for the last two complete years, and the current year-to-date statements (or such lesser period of time if the Offeror is a newly-formed organization), must be included in the proposal. The profit and loss statements should include detail of the total cost of goods and services sold, including a listing of the various indirect administrative costs, and be supplemented by information on the prime contractor's customary indirect cost allocation method, together with supporting computations of the basis for the indirect cost rate(s) proposed.
- (f) Policies and Procedures. Submit a copy of personnel policies, especially regarding salary and wage scales, fringe benefits, merit increases, promotions, leave, differentials, travel and per diem regulations, etc.
- (g) Joint Venture Information. If two or more parties have formed a partnership or joint venture (see FAR Subpart 9.6), for the purposes of submitting a proposal under this Solicitation and, if selected, would perform the contract as a single entity, they must submit, as an attachment to the Cost/Business Proposal, the Corporate Charter, By-Laws, or Joint Venture or Partnership Agreement. In addition, the teaming arrangements must be identified, company relationships must be fully disclosed, and respective responsibilities and method of work must be expressly stipulated. The joint venture or partnership agreement must include a full discussion of the relationship between the organizations, including identification of the organization, which will have responsibility for negotiation of contract, which organization will have accounting responsibility, how work will be allocated, and profit or fee, if any, shared. In addition, the principles to the joint venture or partnership agreement must agree to be jointly and severally liable for the acts or omissions of the other.
- (h) Evidence of Responsibility. The offeror must submit evidence of responsibility for the contracting officer to consider when making a responsibility determination pursuant to the requirements of FAR Subsection 9.104-1. However, in the case of a small business offeror, the contracting officer will comply with FAR 19.6. Accordingly, prime offerors should seriously address each element of responsibility.

To be determined responsible, a prospective contractor must:

- (1) Have adequate financial resources to perform the contract, or the ability to obtain them (see FAR 9.104-3(a));
- (2) Be able to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental commitments;
- (3) Have a satisfactory performance record (See FAR 9.104-3(b) and Subpart 42.15). A prospective contractor shall not be determined responsible or non-responsible solely on the basis of a lack of relevant performance history, except as provided in FAR 9.104-2;

- (4) Have a satisfactory record of integrity and business ethics;
- (5) Have the necessary organization, experience, accounting and operational controls, and technical skills, or the ability to obtain them (including, as appropriate, such elements as production control procedures, property control systems, quality assurance measures, and safety programs applicable to materials to be produced or services to be performed by the prospective contractor and subcontractors). (See FAR 9.104-3(a));
- (6) Have the necessary production, construction, and technical equipment and facilities, or the ability to obtain them (See FAR 9.104-3(a)); and
- (7) Be otherwise qualified and eligible to receive an award under applicable laws and regulations (e.g., Equal Opportunity, Clean Air and Water, etc.).

SECTION M - EVALUATION FACTORS FOR AWARD**M.1 GENERAL EVALUATION INFORMATION**

(a) The Government may award a contract without discussions with offerors in accordance with FAR 52.252-1.

(b) The Government intends to evaluate offerors in accordance with Section M of this RFP and make contract awards to the responsible Offeror whose proposal represents the best value to the U.S. Government. "Best value" is defined as the offer that results in the most advantageous solution for the Government, in consideration of technical, cost, and other factors.

(c) The submitted technical information will be scored by a Technical Evaluation Committee (TEC) using the evaluation factors described in this section. The TEC may include representatives from other donors, who are not employees of the Federal Government. When evaluating the competing offerors, the Government will consider the written qualifications and capability information provided by the Offerors, and any other information obtained by the Government through its own research.

(d) The cost proposal will be evaluated for cost realism, allocability and allowability of proposed costs. For overall evaluation purposes, technical factors, when combined, are considered significantly more important than cost/price factors.

M.2 EVALUATION CRITERIA

Proposals will be evaluated using the criteria shown below. Offerors should note that these criteria:

- (1) Serve as the standard against which all proposals will be evaluated; and
- (2) Serve to identify the significant matters which Offerors should address in their proposals.

The evaluation criteria shown below reflect the requirements of this particular solicitation and are presented by major category with descending order of importance, so that offerors will know which areas require emphasis in the preparation of proposals. The specific evaluation criteria are as follows:

Organizational Experience – 50 points

- Demonstrated success developing and implementing communication plans that target the youth and/or the poor in the region
- Track record creating compelling Television Commercials (TVC), Radio and print
- Ability to plan and execute effective marketing events targeting Jordanian youth
- Experience in working with many partners at the same time on communication projects
- History of positive relations with Jordanian press
- Proven ability to integrate broad reach media, press releases, an event marketing into on-line media like websites, Facebook, and e-mails

Technical Approach – 30 points

Deliver an approach to further develop and implement the Mission communication plan as outlined in the Statement of Work. The presentation should demonstrate the agency's understanding of strategy and objectives. The following should be presented:

- An outline of research requirements for developing and monitoring the plan
- A description of a plan to reach youth and poverty audiences
- The integration and creative use of broad reach media, promotional events, press coverage, and on-line communication tools
- An overview of the proposed plan in a Microsoft Project (or similar software) format
- Timelines for key elements of the plan

Key Personnel – 20 points

- The resumes of key personnel who will be working directly with USAID in the development and implementation of this communication and outreach strategy, educational background, relevant experience and capabilities, and their roles and responsibilities.
- A statement signed by each person proposed as key personnel confirming their present intention to serve in the stated position and their present availability to serve for the term of the proposed contract

M.3 DETERMINATION OF THE COMPETITIVE RANGE AND CONTRACT AWARD

(a) **Competitive Range:** If the Contracting Officer determines that discussions are necessary, he/she will establish a Competitive Range composed of only the most highly rated proposals. In certain circumstances the Contracting Officer may determine that the number of most highly rated proposals that might otherwise be included in the competitive range exceeds the number at which an efficient competition can be conducted. Should that be the case, the Contracting Officer may then limit offers in the competitive range to the greatest number that will permit an efficient competition among the most highly rated offers. The Government may exclude an offer if it is so deficient as to essentially require a new technical proposal. The Government may exclude an offer so unreasonably priced, in relation to more competitive offers, as to appear that there will be little or no chance of becoming competitive. The Government may exclude an offer requiring extensive discussions, a complete re-write, or major revisions such as to allow an Offeror unfair advantage over those more competitive offers.

(b) **Award:** In accordance with FAR 52.215-1(f), the Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represent the best value after evaluation in accordance with the factors and subfactors as set forth in this solicitation.

ATTACHMENT 1
IDENTIFICATION OF PRINCIPAL GEOGRAPHIC CODE NUMBERS

The USAID Geographic Code Book sets forth the official description of all geographic codes used by USAID in authorizing or implementing documents, to designate authorized source countries or areas. The following are summaries of the principal codes:

(a) Code 000--The United States: The United States of America, any State(s) of the United States, the District of Columbia, and areas of U.S.-associated sovereignty, including commonwealths, territories and possessions.

(b) Code 899--Any area or country, except the cooperating country itself and the following foreign policy restricted countries: Libya, Cuba, Iran, North Korea and Syria.

(c) Code 935--Any area or country including the cooperating country, but excluding the foreign policy restricted countries.

(d) Code 941--The United States and any independent country (excluding foreign policy restricted countries), except the cooperating country itself and the following: Albania, Andorra, Angola, Armenia, Austria, Australia, Azerbaijan, Bahamas, Bahrain, Belgium, Bosnia and Herzegovina, Bulgaria, Belarus, Canada, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Gabon, Georgia, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Italy, Japan, Kazakhstan, Kuwait, Kyrgyzstan, Latvia, Liechtenstein, Lithuania, Luxembourg, Macedonia*, Malta, Moldova, Monaco, Mongolia, Montenegro*, Netherlands, New Zealand, Norway, People's Republic of China, Poland, Portugal, Qatar, Romania, Russia, San Marino, Saudi Arabia, Serbia*, Singapore, Slovak Republic, Slovenia, South Africa, Spain, Sweden, Switzerland, Taiwan*, Tajikistan, Turkmenistan, Ukraine, United Arab Emirates, United Kingdom, Uzbekistan, and Vatican City.

 * Has the status of a "Geopolitical Entity", rather than an independent country.

**ATTACHMENT 2
USAID FORM 1420-17 - CONTRACTOR BIOGRAPHICAL DATA SHEET**

CONTRACTOR EMPLOYEE BIOGRAPHICAL DATA SHEET

1. Name (Last, First, Middle)		2. Contractor's Name	
3. Employee's Address (include ZIP code)		4. Contract Number	5. Position Under Contract
		6. Proposed Salary	7. Duration of Assignment
8. Telephone Number (include area code)	9. Place of Birth	10. Citizenship (if non-U.S. citizen, give visa status)	

11. Names, Ages, and Relationship of Dependents to Accompany Individual to Country of Assignment

12. EDUCATION (include all college or university degrees)				13. LANGUAGE PROFICIENCY (See Instructions on Reverse)		
NAME AND LOCATION OF INSTITUTE	MAJOR	DEGREE	DATE	LANGUAGE	Proficiency Speaking	Proficiency Reading

14. EMPLOYMENT HISTORY

1. Give last three (3) years. List salaries separate for each year. Continue on separate sheet of paper if required to list all employment related to duties of proposed assignment.

2. Salary definition - basic periodic payment for services rendered. Exclude bonuses, profit-sharing arrangements, or dependent education allowances.

POSITION TITLE	EMPLOYER'S NAME AND ADDRESS POINT OF CONTACT & TELEPHONE #	Dates of Employment (M/D/Y)		Annual Salary
		From	To	Dollars

15. SPECIFIC CONSULTANT SERVICES (give last three (3) years)

SERVICES PERFORMED	EMPLOYER'S NAME AND ADDRESS POINT OF CONTACT & TELEPHONE #	Dates of Employment (M/D/Y)		Days at Rate	Daily Rate in Dollars
		From	To		

16. CERTIFICATION: To the best of my knowledge, the above facts as stated are true and correct.

Signature of Employee	Date
-----------------------	------

17. CONTRACTOR'S CERTIFICATION (To be signed by responsible representative of Contractor)

Contractor certifies in submitting this form that it has taken reasonable steps (in accordance with sound business practices) to verify the information contained in this form. Contractor understands that the USAID may rely on the accuracy of such information in negotiating and reimbursing personnel under this contract. The making of certifications that are false, fictitious, or fraudulent, or that are based on inadequately verified information, may result in appropriate remedial action by USAID, taking into consideration all of the pertinent facts and circumstances, ranging from refund claims to criminal prosecution.

Signature of Contractor's Representative	Date
--	------

INSTRUCTION

Indicate your language proficiency in block 13 using the following numeric Interagency Language Roundtable levels (Foreign Service Institute Levels). Also, the following provides brief descriptions of proficiency levels 2, 3, 4, and 5. 'S' indicates speaking ability and 'R' indicates reading ability. For more indepth description of the levels refer to USAID Handbook 28.

2. Limited working proficiency

S Able to satisfy routine special demands and limited work requirements

R Sufficient comprehension to read simple, authentic written material in a form equivalent to usual printing or typescript on familiar subjects.

3. General professional proficiency

S Able to speak the Language with sufficient structural accuracy and vocabulary to participate effectively in most formal and informal conversations.

R Able to read within a normal range of speed and with almost complete comprehension.

4. Advanced professional proficiency

S Able to use the language fluently and accurately on all levels.

R Nearly native ability to read and understand extremely difficult or abstract prose, colloquialisms and slang.

5. Functional native proficiency

S Speaking proficiency is functionally equivalent to that of a highly articulate well-educated native speaker.

R Reading proficiency is functionally equivalent to that of the well-educated native reader.

PAPERWORK REDUCTION ACT INFORMATION

The information requested by this form is necessary for prudent management and administration of public funds under USAID contracts. The information helps USAID estimate overseas logistic support and allowances, the educational information provides an indication of qualifications, the salary information is used as a means of cost monitoring and to help determine reasonableness of proposed salary.

PAPERWORK REDUCTION ACT NOTICE

Public reporting burden for this collection of information is estimated to average thirty minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of informatoin. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to:

United States Agency for International Development
Procurement Policy Division (M/OP/P)
Washington, DC 20523-1435,
and
Office of Management and Budget
Paperwork Reduction Project (0412-0520)
Washington, DC 20503

ATTACHMENT 3
SF LLL - DISCLOSURE OF LOBBYING ACTIVITIES

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation of receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in Item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in Item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in Item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

**DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET**

Approved by OMB
0348-0046

Reporting Entity: _____ Page _____ of _____

Authorized for Local Reproduction
Standard Form - LLL-A

ATTACHMENT 4
SUBCONTRACTING PLAN

SF 294 - Subcontracting Report for Individual Contracts

<http://www.usaid.gov/forms/>