



December 29, 2014

TO: Prospective Offerors

**SUBJECT: Request for Quotations No.: SOL-168-15-000001
Public Communication Services
Engaging Citizens to Demand Economic Progress and Democratic Reform Activity
in Bosnia-Herzegovina**

Dear prospective offerors,

The United States Agency for International Development (USAID), through the Mission in Bosnia and Herzegovina, is soliciting quotations from qualified Bosnian and Herzegovinian companies interested in providing public communications services in support of its Engaging Citizens to Demand Economic Progress and Democratic Reform Activity in Bosnia-Herzegovina. USAID/BiH intends to award **one or more three-year Blanket Purchase Agreements (BPAs)**, based on the selection criteria described under Provision **52.212-2 Evaluation - Commercial Items** of this document. Please note this is a new procurement, conducted in its entirety following the procedures under Federal Acquisition Regulations Part 12. Acquisition of Commercial Items and Part 13. Simplified Acquisition Procedures. This solicitation is limited to local entities, pursuant to provision **302.3.5.17(B) Limitation on Subcontracting to Non-Local Entities (July 2014)**; however, it does not preclude the offerors from subcontracting for those activities for which there is no adequate internal capacity. The authorized geographic code for this procurement is 937. Please refer to ADS Chapter 310 "Source and Nationality Requirements for Procurement of Commodities and Services Financed by USAID", located at <http://www.usaid.gov/sites/default/files/documents/1876/310.pdf> for definition and details of the authorized code.

Proposals in response to this RFQ must be submitted in accordance with the instructions provided under the solicitation. It is imperative that the entire document is read thoroughly and in its entirety, including provisions and clauses incorporated by reference. Interested companies must send separate technical and cost proposals to Sarajevoaaa@usaid.gov by no later than the date and time indicated in Blocks 6 and 8 of the Solicitation form 1449 (the third page of this document, and paragraph (b) Acquisition Schedule of the **Addendum to Provision 52.212-1 Instructions to Offerors - Commercial Items**. The subject line must read exactly as shown here (without the quotation marks): "SOL-168-15-000001". The offerors must read and fill in the applicable sections of the solicitation provision **52.212-3 Offeror Representations and Certifications-Commercial Items**.

Interested firms may submit questions, in writing, to the same e-mail address noted above by no later than January 8, 2015, 14:00 CET.

Please note that the vendors must be registered in System for Award Management (SAM) (<https://www.sam.gov>) in order to do business with the U.S. Government. A successful registration in SAM means the company has obtained a DUNS number, and has secured an NCAGE number to

successfully register in SAM. Please refer to SAM registration user guides at https://www.sam.gov/sam/SAM_Guide/SAM_User_Guide.htm and Addendum to Provision 52.212-1 Instructions to Offerors - Commercial Items, paragraph (c) for instructions on how to register in SAM.

This RFQ in no way obligates the United States Government to pay any cost incurred in preparing and submitting proposals. In addition, the Government reserves the right to reject any and all offerors, if such action is considered in the best interest of the Government. Furthermore, the Government reserves the right to make an award with or without discussions.

Thank you for your interest in the development programs of the Agency and in particular to the US Mission (USAID) in Bosnia and Herzegovina.



Neil G. Price
Contracting Officer
Office of Acquisition and Assistance
USAID/Bosnia-Herzegovina
Roberta C. Frasurea |
71000 Sarajevo
Bosnia-Herzegovina

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30</i>				1. REQUISITION NUMBER REQ-168-15-000003		PAGE OF 1 40		
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER			5. SOLICITATION NUMBER SOL-168-15-000001		6. SOLICITATION ISSUE DATE 12/29/2014
7. FOR SOLICITATION INFORMATION CALL:		a. NAME Lidija Kranjec			b. TELEPHONE NUMBER <i>(No collect calls)</i>		8. OFFER DUE DATE/LOCAL TIME 01/21/2015 1500 LT	
9. ISSUED BY USAID Bosnia-Herzegovina Ambasada SAD-a Roberta C. Frasurea 1 71000 Sarajevo, BiH				CODE USAID/BIH	10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: % FOR: <input type="checkbox"/> SMALL BUSINESS WOMEN-OWNED SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> EDWOSB NAICS: 541820 <input type="checkbox"/> 8(A) SIZE STANDARD: \$15.0			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS			13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING	
15. DELIVER TO CODE		16. ADMINISTERED BY CODE			14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> IRFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP			
17a. CONTRACTOR/OFFEROR CODE		FACILITY CODE		18a. PAYMENT WILL BE MADE BY CODE				
TELEPHONE NO.				<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES				21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
0001	The United States Agency for International Development (USAID), through the Mission in Bosnia and Herzegovina, is soliciting quotations from qualified Bosnian and Herzegovinian companies interested in providing public communications services in support of its Call to Action: Engaging Citizens to Demand Economic Progress and Democratic Reform Activity in Bosnia-Herzegovina. <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>							
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT <i>(For Govt. Use Only)</i>		
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.				<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.				
<input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.					<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR					31a. UNITED STATES OF AMERICA <i>(SIGNATURE OF CONTRACTING OFFICER)</i>			
30b. NAME AND TITLE OF SIGNER <i>(Type or print)</i>			30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER <i>(Type or print)</i>		31c. DATE SIGNED		
				Neil Price				

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

32a. QUANTITY IN COLUMN 21 HAS BEEN

RECEIVED INSPECTED ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
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32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
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38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
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41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY (<i>Print</i>)	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT (<i>Location</i>)
		42c. DATE REC'D (<i>YY/MM/DD</i>)

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QUOTATION SUBMISSION INSTRUCTIONS

The full text of Instructions to Offerors provision, incorporated hereby by reference, may be accessed electronically at <https://acquisition.gov/far/loadmainre.html>. Addendum to the provision is provided in full.

52.212-1 Instructions to Offerors - Commercial Items. (APR 2014)

Incorporated by reference

Addendum to provision 52.212-1 Instructions to Offerors - Commercial Items. (APR 2014)

(a) All interested companies must submit a written proposal and price quotes for the first four campaigns and 12 months of performance under the Social Media component of the activity. The technical proposals must include a detailed description of each of the eight public relations campaigns and social media component, including a timeline for carrying out the work, and proposed dates, times, and target audience for each promotional campaign. Physical materials required for each month's campaign should be identified to the extent possible. The quotes for the first four campaigns should include at least: public relations and related labor costs; material costs; photo/videography costs; and costs associated with implementing social media activities, and measuring impact. The budget should include any anticipated costs for sub-contracting and administration, including venue rental, labor cost, and logistics support.

Technical Proposals must not exceed **10 pages**. The text shall be written in English and typed on standard 8 1/2" x 11" (215.9 mm by 279.4 mm) paper size, single spaced, one inch margins, Times New Roman, 12 point font, with each page numbered consecutively. Items such as cover pages, dividers, table of contents, and attachments are not included in the 10-page limitation. There is no page limit on the cost proposal/quotations.

Proposals must be submitted electronically and must not include any graphic or multi-media materials, since these will be part of oral presentations.

Technical Approach

Firms are expected to provide a thorough and concise description on how they will execute the tasks outlined in the Statement of Work. The firms must outline in their proposal approaches to generating social media content in support of the campaigns. If the interested company does not have social media expertise, USAID strongly suggests it sub-contract or otherwise partner with another firm. The firms should include in their proposal a timeline for the preparation, launch and execution of the social media component. The timeline should outline all steps in the process, including training of USAID staff. To evaluate the social media expert(s) capabilities, answers should be provided to the following questions:

What is your agency's approach to generating content for social media?
How do you approach adapting a traditional brand into a two-way dialogue?
What are your community management and social media monitoring capabilities?
What are your best practices for social media coaching and training?

Oral presentations to USAID/BiH: Offerors will be asked to give oral presentations to USAID/BiH during the week of January 23rd – 27th, 2015. Oral presentations must supplement the technical approach narrative with audio-visual samples of each proposed activity. Each offeror will be given 45 minutes for oral presentations.

Past Performance

Proposals (including all significant sub-partners) must include past performance information describing past performance for up to five similar contracts/task orders within the last three years which best illustrate the firm's (and subcontractors') current qualifications to successfully implement this activity. It should be

clear whether the work by the Offeror was done as a prime Contractor or a subcontractor.

(b) Acquisition Schedule

The contracting officer anticipates the following schedule for this competition; however, the Contracting Officer may amend the schedule at any time.

Action	Date
Request for Quotations Issue Date	December 29, 2014
Deadline for questions	January 8, 2015; 14:00 CET
USAID Answers to Questions Posted	January 14, 2015
Technical and Cost Proposals Closing Date and Time	January 21, 2015 15:00 CET
Oral presentations to USAID/BiH	January 23 – 27, 2015
Technical Evaluation of Proposal	January 28 – February 2, 2015
Award of Contract	February 6, 2015

(c) Instructions for registration in SAM database for international registrants

In order for a legal entity to be registered in SAM database, as mandated by the Subsection (t) of the applicable clause 52.212-4 Contract Terms and Conditions - Commercial Items (JUN 2013), the following steps must be completed:

1. A valid DUNS number, unless the firm already hasn't received one, will be obtained by completing a web form on the following link: <http://fedgov.dnb.com/webform/CCRSearch.do> . At this site, vendors can check the existing DUNS numbers or request a new one if a DUNS is not available.
2. Upon receipt of the DUNS number (usually within 48 hours upon submission of the web form), an NCAGE number will be obtained through <https://eportal.nspa.nato.int/AC135Public/scage/CageList.aspx> .
3. Twenty four hours of receipt of the NCAGE, the business can start SAM registration at <https://www.sam.gov/portal/public/SAM/> . Prior to registration of the legal entity, an Individual User Account must be created. The firms must provide at least a valid DUNS number and a proof that they have initiated SAM registration along with their quotations, otherwise, their offers will be disqualified.

(End of provision)

SCOPE OF WORK

1. Purpose

The purpose of the USAID/BiH “Engaging Citizens to Demand Economic Progress and Democratic Reform” activity is to provide public communications services to develop and implement thematic public awareness campaigns and provide other public communications services to amplify the development impact of USAID’s work in BiH. These services will raise awareness about the challenges faced by BiH citizens, and encourage civil and government demand and action for change.

2. Background

The U.S. foreign assistance program, implemented primarily by USAID, is helping create a more stable country closer to Euro-Atlantic integration through two mutually reinforcing development objectives – democracy and governance, and economic growth. The Mission’s portfolio consists of 33 active projects, 17 in the democracy sector, 11 in economic growth, and 5 in flood recovery and assistance to marginalized populations, worth a total value of \$140 million. USAID’s democracy programs strengthen BiH’s democratic institutions while increasing citizen engagement in governance, focusing primarily on the areas of rule of law, good governance, and civil society. USAID economic growth programs improve economic opportunities and promote a business-friendly environment by supporting BiH efforts to increase competitiveness and productivity, attract investment, and reform economic policy.

For the past three years, USAID/BiH has implemented thematic public awareness campaigns related to issues directly tied to USAID/BiH Mission development objectives (DOs), as described in our Country Development Cooperation Strategy for BiH 2012-2016. These campaigns drew attention to the challenges facing BiH and provided opportunities for citizens and government leaders to promote change. The campaigns directly and indirectly raised awareness on the Agency’s broader global goals and policies, including economic development, democracy and governance, empowering women and girls, supporting youth, protecting human rights of vulnerable populations (including lesbian, gay, bisexual and transgender (LGBT) persons, Roma, or persons with disabilities), fighting human trafficking, and promoting accountability and transparency in government.

With this solicitation, USAID is seeking to build on this success and multiply the impact of its public communications, and to leverage the power of social media to engage the public in a two-way conversation about important issues.

Examples of the type of campaigns the Mission has conducted are as follows:

- In May 2013 (and again in May 2014), USAID organized the illumination of U.S. Embassy Sarajevo in rainbow colors as a beacon to raise awareness about LGBT rights violations in BiH. The activity attracted a lot of attention in the media and among the public, and in turn stimulated dialogue on the topic of LGBT rights, as well as tolerance and acceptance overall.
- The January 2014 campaign to promote corporate social responsibility in BiH brought significant attention to this previously unexplored issue, including significant media coverage and prompted other embassies and civil society to take up the issue themselves.
- In March 2014, USAID contracted with a local public relations firm to develop and run its public awareness campaigns through the remainder of the year.

All of the campaigns garnered significant local media coverage and raised public awareness among BiH citizens on important issues, and some were particularly successful at leveraging the power of social media.

Currently, USAID’s social media presence is very limited. The Mission has a Facebook page but uses it primarily as a broadcast mechanism to distribute traditional content. Very few USAID staff use Twitter as a regular part of their work and the Mission has no official Twitter account. Almost all social media content

is managed by a local outreach and communications specialist. As of November 2014, USAID BiH's Facebook page had approximately 14,500 likes. The page was originally created in August 2012 and reached its first 1,000 likes in August of the following year.

The trend in 'likes' was marked by several spikes, notably in April 2014 when a huge spike resulted from a Facebook photo contest. Another significant spike occurred in September 2014 after the Mission Director released a blog post calling for radical transparency during Bosnia's flood recovery. USAID does not have a strong level of engagement with its Facebook audience as measured by the number of likes, comments, or shares on posts. One of the main objectives of the social media campaigns is to increase USAID's Facebook engagement rate, defined as the percentage of people a post reaches who then like, comment, share or click on it.

3. Scope of Activity

The scope of this activity is to achieve maximum public awareness of USAID/BiH programming and propensity for public action around the thematic issues.

3.1 Thematic Campaigns and Messaging

The firms must propose innovative public communications plans for eight (8) thematic issues for Year 1 of the BPA. The themes for four of the campaigns (Campaign Themes 1-4) are explained below. The interested companies must also propose four additional campaign themes (Campaign Themes 5-8), for a total of eight campaigns.

All eight themes must be outlined in the proposal and must be part of the oral presentations made to USAID. The firms must include the timing and length of each campaign. The campaigns may include, but are not limited to, TV and radio advertisements, billboards and posters, social media campaigns, and special events throughout the country. The core messages for each campaign should be clearly stated.

Each campaign should leverage USAID/BiH's current programming wherever possible to harness synergies among activities and maximize impact. (For a full list of USAID/BiH activities, please visit USAID/BiH website <http://bosnia.usaid.gov>.)

The selected BPA holder(s) will work in collaboration with USAID to develop Year 2 and Year 3 thematic campaigns.

Year One Campaign Themes 1-4:

Campaign Theme 1: Promoting small-medium enterprises that were affected by the May 2014 floods

The heaviest rainfall in recorded history caused widespread floods and some 2,000 landslides across BiH in May 2014, destroying everything in their path and affecting one-quarter of the country's population. Bridges, roads and other infrastructure were damaged extensively. Some 50,000 homes were lost or damaged. Businesses and farms incurred minor to total losses of crops and animals, places of business, inventories, equipment and machinery, and most businesses were still not functioning three months later. Damages and losses are estimated at more than \$3 billion. New flooding in early August was a setback to recovery efforts, and in some areas was more damaging than the May floods.

The U.S. Government, primarily through the USAID Flood Recovery Initiative, has committed a total \$14.7 million to provide for immediate humanitarian needs, including rescue boats, and help citizens rebuild their lives, rehabilitate community infrastructure, restart businesses and restore agricultural production. Most of USAID's flood recovery activities are focused on the most flood-affected municipalities of Doboj, Maglaj and Samac. To deliver assistance during the recovery phase, USAID redirected activities of its main projects toward flood recovery and created new partnerships, as well.

This thematic campaign will focus on promoting small and medium enterprises that were impacted by the floods. The campaign and the proposed price for this activity must include: 1) support in organizing the logistics of a street fair to support SMEs affected by the floods; and 2) promotion of the event through traditional and new media.

Campaign Theme 2: Promoting Alternative Energy Sources and Informing Citizens of their Rights as Energy Consumers

Leaders of EU member countries signed a binding EU Directive in 2009 to source 20 percent of their energy needs from renewables -- such as biomass, hydro, wind, and solar power -- by 2020. BiH is not bound by this directive, but it is seeking candidacy for EU accession -- and it is far from meeting this target. Developing a market for solar energy technology will help BiH diversify its energy supply, reduce greenhouse gas emissions, and stimulate employment and economic growth, while supporting the country on its path to Euro-Atlantic integration.

USAID's project, Solar Energy as the Future of Sustainable Development, will bring together producers and users of solar energy collectors in BiH. After ascertaining market potential for such a product, the program will provide 20 small and medium-sized enterprises (SMEs) with access to finance and technical assistance to develop sustainable production of solar collectors. The program will also help up to 200 potential buyers access financing to purchase solar energy systems and provide technical services for installation. A countrywide public education campaign will promote the benefits of using and manufacturing solar energy technology.

According to the Energy Community Treaty as of January 1, 2015, all electricity customers including households should be able to choose their electricity suppliers in an open market. However, all technical preconditions for the market opening have not been met yet. Thus, the new USAID/BiH Energy Investment Activity (EIA) will assist the relevant BiH authorities to meet all the preconditions necessary to implement these requirements. Customers should be informed about these possibilities in an open and transparent manner to be able to make informed decisions. The EIA will support the stakeholders public outreach activities to make this possible and work in particular with the Public Outreach Departments in Regulatory Commissions.

For this theme, the firm will design a campaign promoting alternative energy sources and informing citizens about their rights as energy consumers. The two activities described above (Solar Energy and Energy Investment) should be included in the proposed campaign.

Campaign Theme 3: Ensuring anti-corruption and “radical transparency” in BiH

BiH ranks 72nd out of 174 countries in Transparency International’s 2013 Corruption Perception Index and 131st out of 189 economies in the World Bank’s Doing Business annual survey. According to the EU 2013 Progress Report there was a 48% increase in corruption reports filed with the prosecutors’ offices throughout BiH, 3,174 reports were filed in 2012 compared to 2,142 from the previous year. However, the number of indictments confirmed is still modest and final verdicts issued remain low. Even according to the Freedom House’s Nations in Transit 2013 report, BiH's corruption rating worsened from 4.50 to 4.75 due to the widespread lack of transparency and accountability in institutions. Gallup's 2012 Global States of Mind report shows that 89% of BiH citizens consider corruption widespread in their government.

Corruption is a cross-cutting issue that USAID/BiH is seeking to address in all its development activities. USAID/BiH will be launching several new activities in 2015 specifically related to anti-corruption and radical transparency. Corruption weakens democracy and good governance, destroys decision-making processes, reduces accountability, undermines the rule of law, and results in ineffective provision of services. It weakens economic development by inflating the cost of doing business, avoiding competition, lowering compliance with regulations, and diverting budgetary resources away from the provision of public goods and services to private gains. Most importantly, corruption reduces the accountability of a government to its citizens, and undermines their trust. This became evident during the February 2014 protests in BiH. Through the self-organized Plenums, citizens raised issues that are closely related to the

level of political corruption, nepotism, and corruption in employment process, and a lack of prosecutions of corruptive cases.

To help ensure accountability of every dollar spent for flood recovery assistance and encourage transparency of BiH's recovery efforts, the USAID Flood Recovery Initiative includes \$300,000 to help civil society monitor the use of flood recovery funds. During this campaign the BPA holder will be responsible for showcasing this new civil society monitoring activity.

Campaign Theme 4: Building women's economic and social empowerment in BiH

Women's economic and social empowerment is a cross-cutting development theme throughout the Mission portfolio. In BiH it is critical to continue moving this issue forward due to the widespread incidence of gender-based violence (GBV) in BiH and women's lack of engagement in political processes. There are serious challenges regarding inadequate implementation of legislation on gender-based violence and the lack of effective protection and assistance for victims. Measures specifically intended for the protection of victims are rarely used and sanctions for offenders are often lenient. Other challenges include the lack of effective cooperation among key actors and the lack of reliable data, hindering the formulation of effective strategies to combat domestic violence.

Compacting these issues is the fact that women's participation in political and public life in BiH remains extremely low. The root of this lies in strong cultural and social prejudices towards increasing women's participation in civic and political issues. Women are often perceived by political party leaders to be marginal to their overall aim of gaining and maintaining political power. In addition, the media in BiH continues to reinforce traditional stereotypes about women's and girl's roles. In this way, the media indirectly influences the behavior of people, and in this case, voters during elections. Generally speaking, women are less represented in the media than men, and cover stories are mostly dominated by men. After the October 2010 and October 2012 election campaigns, only a small number of women appeared in roles that were directly or even indirectly related to the elections.

This theme will focus on building the economic and social empowerment of women. A cross-section of USAID activities will feature ways in which women are empowered to become entrepreneurs and civil society leaders. USAID will work with the BPA holder to determine which activities will be highlighted for this campaign.

Options for Year One Campaign Themes 5 – 8

The firms must propose an additional four themes for the first year of the BPA. The following are possible themes for Campaign Themes 5-8. (Please see also evaluation criteria on page 13). USAID is open to other ideas the firms would like to propose for Campaign Themes 5-8. Each of the proposed themes must support USAID's results hierarchy and DOs, which can be found at this link http://www.usaid.gov/sites/default/files/documents/1863/BosniaCDCS_0.pdf.

- Child Trafficking and Sexual Exploitation of Children: A recent survey conducted by UNICEF in 2014 shows that there are 638 children (7-18 years old) begging on the streets of Sarajevo, 182 in Mostar, 192 in Tuzla, and 63 in Banja Luka. USAID would like to call attention to the responsibility that public officials and citizens bear for perpetuating this problem. (Related USAID project: Fighting Trafficking in Persons in BiH).
- De-institutionalization of Disabled Persons: Related USAID projects: Service Center for Disabled Children and Their Families; Empowerment and Rehabilitation for People with Disabilities; It's About Ability; Marginalized Population Support Program.
- Consumer Protection/Rights: This links to USAID's development objective to create a more friendly business environment.
- LGBT Human Rights: To reinforce the U.S. Government's policy of promoting universal human rights, including those of LGBT persons. Activities would stimulate dialogue among the media, policymakers and BiH citizens on the topic of LGBT rights, as well as tolerance and acceptance overall. Campaign activities would include illuminating the U.S. Embassy in rainbow colors.

(Related USAID activity: Marginalized Population Support Program)

- Unemployment of Youth: Countering violent extremism: Intolerance, sectarianism and hopelessness – including having absolutely no way to provide for one’s family – feed violent extremism.
- BiH’s Natural Resources and Environment: Related USAID activities includes mapping and marking the Via Dinarica trail.)
- Solidarity Through Sports: Sports are the glue that binds youth and their communities across borders, and foster bonds/friendships that are not based on religion, gender, or national or ethnic background. Surveys conducted by USAID found that sports clubs are seen to be playing a very constructive role in building social cohesion in both entities of BiH. (Related USAID projects: Fair Play, Fair Childhood; PRO-Future Project)
- Corporate Social Responsibility: Follow-up to January 2014 campaign (mentioned above).

3.2 Other Public Communications Services

USAID may order event-related services, which may include rental, installation and dismantling of wooden cottages; rental of buses to provide transport to/from USAID-supported events; organization of press events; and rental of venues for special events. USAID may also request additional assistance with the promotion of events, related success stories, photos or videos.

3.3 Social Media Component

USAID is interested in advancing and expanding its use of social media to create a participatory online experience with its target audience. With the award of this contract, the Mission in BiH will launch a series of social media activities, coordinated with the public communications campaigns described above, to increase the number of people it reaches, raise the level of its engagement, establish a presence on Twitter, and make social media a prominent aspect of the Mission’s organizational culture.

The BPA holder must engage USAID team members directly in creating content and participating in online discussions during the campaigns. The campaigns will not be successful without the close participation and involvement of USAID subject matter experts and project managers. The social media activities must be harmonized with the Mission’s public communications campaigns. The BPA holder will be expected to coordinate with all USAID activities to help ensure that all of USAID’s public communications have a common voice and stay on message. This voice should balance the official nature of government communications with the more personal nature of social media.

The specific objectives of social media activities order (including, but not exclusively, those for the thematic campaigns) are:

- Reach: Raise the number of the Mission’s Facebook page likes from 14,500 to 50,000 by the end of the campaigns and maintain an average monthly organic reach of 15% of page fans by the end of Year 1.
- Engagement: Maintain an average weekly post engagement rate of 10% on Facebook, defined as the percentage of people a post reaches who then like, comment, share or click on it (measured using Facebook’s Engagement Rate metric).
- Twitter: Launch an official Twitter account for the Mission, reach 2,500 followers by the end of Year 1 and maintain an average monthly engagement rate of 5 percent (defined as the percentage of impressions that result in clicks, retweets, replies, or favorites).
- Organizational Culture: Transform USAID’s social media culture in a way that motivates USAID team members to actively participate on Facebook and Twitter.

4. Results

Intended results of this activity are:

- Increased engagement of USAID/BiH with BiH citizens through social media, including Facebook and Twitter.
- This result shall include training to all USAID/BiH mission staff on social media.
- Increased media coverage of USAID activities (mostly local, but international media too).
- Increased awareness and changed attitudes on USAID development challenges among target audience. (For this result, target audience means BiH citizens.)
- Increased USAID brand affinity and increased understanding of USAID’s work in BiH.

4.1 Measuring Results

USAID focuses on measuring and delivering results, and providing accountability for every U.S. dollar invested by the American people. The BPA holder, as ordered, will be responsible for developing and implementing a tool to measure the impact of the campaigns, brand equity and affinity, and awareness and changed behavior around thematic topics. These surveys should also show how people are engaging with the USAID brand. Results should be disaggregated by entity, sex, age, and education.

The methodology should be briefly explained in the written proposal. The BPA holder must explain how they propose to measure each campaign’s impact, brand equity and affinity, and awareness and changed behavior around thematic topics (for example, monthly surveys/research). If the BPA holder does not have monitoring and evaluation expertise, they may sub-contract this to another firm.

5. Deliverables (as ordered)

Specific responsibilities of the BPA holder include but are not limited to:

- Developing a strategy for all public campaigns. Proposed activities may include (but are not limited to) TV and radio advertisements, billboards and posters, special events.
- Organizing all events, and moderating, as needed. All events should be organized in wheelchair-accessible facilities. Every event should include a Sign Language interpreter.
- Creating all content (graphics and text) for USAID print, website and Facebook/other social media promo materials, etc. All such content should be provided in both Bosnian and English.
- Writing a minimum of one success story related to each campaign theme, and additional stories as requested by USAID. These stories will be incorporated into messaging on the USAID web and Facebook pages to promote the achievements of USAID assistance to BiH citizens. All stories should be provided in both Bosnian and English.
- Photography and videography services and a minimum of four (4) short videos (2-3 minutes) per year for a range of Mission activities, including events occurring around the country, is also needed on a regular, flexible basis. Video topics will be determined by USAID.
- Developing and implementing a plan to measure the impact of the campaigns over the course of the project and on a campaign-by-campaign basis.

Specific responsibilities related to social media include but are not limited to:

- Creating, scheduling, and publishing written content on USAID’s social media channels. Content should be bilingual, in Bosnian and English.
- Developing graphic content (images and videos) to be paired with posts. Raw photographs and videos will be provided by USAID in addition to branding and marking guidelines.
- Monitoring the Mission’s social media channels, flagging opportunities for engagement with users, addressing questions from fans and followers (in accordance with USAID guidelines), and escalating and alerting USAID of potentially controversial comments or crises.
- Providing one-on-one Twitter coaching to the USAID Mission Director and training USAID team members, especially the Mission’s outreach and communications specialist, on generating compelling, original content for Facebook and other social media.

7. USAID Oversight and Support

The Contracting Officer will appoint a Contracting Officer's Representative (COR) who will be responsible for reviewing, vetting, and approving all deliverables. USAID will assist with the logistics of posting success stories and media material on the USAID website. Advance notice of events will generally be given to the BPA holder at least five business days in advance.

(End of Statement of Work Section)

EVALUATION CRITERIA

52.212-2 Evaluation - Commercial Items. (OCT 2014)

(a) The Government will award a BPA resulting from this solicitation to the responsible firm(s) whose proposal conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate proposals:

1. Technical Approach
 - a. Creativity and Innovation: The extent to which the firm provides creativity and innovation in the proposed approach to achieving the stated objectives of each of the campaigns.
 - b. Quality of technical approach outlined in the eight campaign strategies, creative concept, work plan, and realistic mobilization timeline for effectively accomplishing the objectives of the USAID/BiH Mission's Public Communications efforts and Social Media strategy.
 - c. Oral Presentations.
2. Past performance of the vendor and significant Subcontractors – The firms will be evaluated on past performance based on success in implementing programs in similar size and scope, including timeliness of performance, cost control, effectiveness in reaching stated objectives of those programs, and business relations with customers. Performance information will be used for both the responsibility determination and best value decision. USAID may use performance information obtained from other than the sources identified by the firm/subcontractor.
3. Price and price related factors

Technical and past performance, when combined, are more important than the price related factor. However, the benefits of a higher priced proposal must merit the additional cost.

(End of provision)

BPA CLAUSES

This BPA includes one or more clauses incorporated by reference, with the same force and effect as if they were given in full text. The full text of the clauses may be accessed electronically at <https://acquisition.gov/far/loadmainre.html>.

52.203-17 Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights. (APR 2014)

52.204-4 Printed or Copied Double-Sided on Postconsumer Fiber Content Paper. (MAY 2011)

52.204-13 System for Award Management Maintenance. (JUL 2013)

52.209-9 Updates of Publicly Available Information Regarding Responsibility Matters. (JUL 2013)

52.232-33 Payment by Electronic Funds Transfer - System for Award Management. (JUL 2013)

52.232-40 Providing Accelerated Payments to Small Business Subcontractors. (DEC 2013)

52.212-4 Contract Terms and Conditions - Commercial Items. (MAY 2014)

52.212-5 Contract Terms and Conditions Required To Implement Statutes or Executive Orders - Commercial Items. (OCT 2014)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

(1) 52.203-6, Restrictions on Subcontractor Sales to the Government (SEP 2006), with Alternate I (OCT 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

(2) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (41 U.S.C. 3509).

(3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

(4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (JUL 2013) (Pub. L. 109-282) (31 U.S.C. 6101 note).

(5) (Reserved)

(6) 52.204-14, Service Contract Reporting Requirements (JAN 2014) (Pub. L. 111-117, section 743 of Div. C).

(7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (JAN 2014) (Pub. L. 111-117, section 743 of Div. C).

(8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (AUG 2013) (31 U.S.C. 6101 note).

(9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (JUL 2013) (41 U.S.C. 2313).

(10) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (MAY 2012) (section 738 of Division C of Pub. L. 112-74, section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).

(11) (i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C. 657a).

(ii) Alternate I (NOV 2011) of 52.219-3.

(12) (i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

(ii) Alternate I (JAN 2011) of 52.219-4.

(13) (Reserved)

(14)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2011) (15 U.S.C. 644).

(ii) Alternate I (NOV 2011).

(iii) Alternate II (NOV 2011).

(15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUN 2003) (15 U.S.C. 644).

(ii) Alternate I (OCT 1995) of 52.219-7.

(iii) Alternate II (MAR 2004) of 52.219-7.

(16) 52.219-8, Utilization of Small Business Concerns (OCT 2014) (15 U.S.C. 637(d)(2) and (3)).

(17)(i) 52.219-9, Small Business Subcontracting Plan (OCT 2014) (15 U.S.C. 637(d)(4)).

- (ii) Alternate I (OCT 2001) of 52.219-9.
- (iii) Alternate II (OCT 2001) of 52.219-9.
- (iv) Alternate III (OCT 2014) of 52.219-9.
- (18) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).
- (19) 52.219-14, Limitations on Subcontracting (NOV 2011) (15 U.S.C. 637(a)(14)).
- (20) 52.219-16, Liquidated Damages-Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).
- (22) 52.219-28, Post Award Small Business Program Rerepresentation (JUL 2013) (15 U.S.C. 632(a)(2)).
- (23) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (JUL 2013) (15 U.S.C. 637(m)).
- (24) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (JUL 2013) (15 U.S.C. 637(m)).
- (25) 52.222-3, Convict Labor (JUN 2003) (E.O. 11755).
- (26) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (JAN 2014) (E.O. 13126).
- (27) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).
- (28) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).
- (29) 52.222-35, Equal Opportunity for Veterans (JUL 2014) (38 U.S.C. 4212).
- (30) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).
- (31) 52.222-37, Employment Reports on Veterans (JUL 2014) (38 U.S.C. 4212).
- (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).
- (33) 52.222-54, Employment Eligibility Verification (AUG 2013). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- (34)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (MAY 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
 - (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

(35)(i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014)+(E.O.s 13423 and 13514).

(ii) Alternate I (JUN 2014) of 52.223-13.

(36)(i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).

(ii) Alternate I (JUN 2014) of 52.223-14.

(37) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b).

(38)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (JUN 2014) (E.O.s 13423 and 13514).

(ii) Alternate I (JUN 2014) of 52.223-16.

(39) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)

(40) 52.225-1, Buy American-Supplies (MAY 2014) (41 U.S.C. chapter 83).

(41)(i) 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act (MAY 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

(ii) Alternate I (MAY 2014) of 52.225-3.

(iii) Alternate II (MAY 2014) of 52.225-3.

(iv) Alternate III (MAY 2014) of 52.225-3.

(42) 52.225-5, Trade Agreements (NOV 2013) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

(43) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

(44) 52.225-26, Contractors Performing Private Security Functions Outside the United States (JUL 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(45) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (NOV 2007) (42 U.S.C. 5150).

(46) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007) (42 U.S.C. 5150).

(47) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

(48) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

(49) 52.232-33, Payment by Electronic Funds Transfer-System for Award Management (JUL 2013) (31 U.S.C. 3332).

(50) 52.232-34, Payment by Electronic Funds Transfer - Other than System for Award Management (JUL 2013) (31 U.S.C. 3332).

(51) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

(52) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

(53)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

(ii) Alternate I (APR 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

(1) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).

(2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

(3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

(4) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

(5) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (MAY 2014) (41 U.S.C. chapter 67).

(6) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (MAY 2014) (41 U.S.C. chapter 67).

(7) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495).

(8) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792).

(9) 52.237-11, Accepting and Dispensing of \$1 Coin (SEP 2008) (31 U.S.C. 5112(p)(1)).

(d) *Comptroller General Examination of Record*. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records - Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (41 U.S.C. 3509).

(ii) 52.219-8, Utilization of Small Business Concerns (OCT 2014) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

(iv) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Veterans (JUL 2014) (38 U.S.C. 4212).

(vi) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).

(vii) 52.222-37, Employment Reports on Veterans (JUL 2014) (38 U.S.C. 4212).

(viii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(ix) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).

(x) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

___ Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(xi) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (MAY 2014) (41 U.S.C. chapter 67).

(xii) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (MAY 2014) (41 U.S.C. chapter 67).

(xiii) 52.222-54, Employment Eligibility Verification (AUG 2013).

(xiv) 52.225-26, Contractors Performing Private Security Functions Outside the United States (JUL 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xv) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xvi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

SOLICITATION PROVISIONS

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. The full text of a solicitation provision may be accessed electronically at <https://acquisition.gov/far/loadmainre.html>. Addenda, where applicable, are provided in full text.

52.204-7 System for Award Management. (JUL 2013)

52.204-16 Commercial and Government Entity Code Reporting. (NOV 2014)

52.225-25 Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications. (DEC 2012)

52.209-7 Information Regarding Responsibility Matters. (JUL 2013)

(a) Definitions. As used in this provision-

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

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

(1) The total value of all current, active contracts and grants, including all priced options; and

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

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

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

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

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

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the

payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in-

(A) The payment of a monetary fine or penalty of \$5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

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

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

(End of provision)

52.212-3 Offeror Representations and Certifications-Commercial Items. (NOV 2014)

The Offeror shall complete only paragraph (b) of this provision if the Offeror has completed the annual representations and certification electronically via the System for Award Management (SAM) Web site accessed through <http://www.acquisition.gov>. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (p) of this provision.

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

Economically disadvantaged women-owned small business (EDWOSB) concern means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

Forced or indentured child labor means all work or service-

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

Highest-level owner means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

Immediate owner means an entity, other than the offeror, that has direct control of the offeror.

Indicators of control include, but are not limited to, one or more of the following: Ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

Inverted domestic corporation, as used in this section, means a foreign incorporated entity which is treated as an inverted domestic corporation under 6 U.S.C. 395(b), i.e., a corporation that used to be incorporated in the United States, or used to be a partnership in the United States, but now is incorporated in a foreign country, or is a subsidiary whose parent corporation is incorporated in a foreign country, that meets the criteria specified in 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c). An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code at 26 U.S.C. 7874.

Manufactured end product means any end product in Federal Supply Classes (FSC) 1000-9999, except-

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

Place of manufacture means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

Restricted business operations means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate-

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;

(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended.

Sensitive technology-

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically-

(i) To restrict the free flow of unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

Service-disabled veteran-owned small business concern-

(1) Means a small business concern-

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

Small disadvantaged business concern, consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that-

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by-

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13.CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

Subsidiary means an entity in which more than 50 percent of the entity is owned-

- (1) Directly by a parent corporation; or
- (2) Through another subsidiary of a parent corporation.

Veteran-owned small business concern means a small business concern-

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

Women-owned business concern means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

Women-owned small business concern means a small business concern-

- (1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b)(1) *Annual Representations and Certifications.* Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the SAM website.

- (2) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through <http://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications-Commercial Items, have been entered or updated in 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 paragraphs _____.
(Offeror to identify the applicable paragraphs at (c) through (p) of this provision that the offeror has completed for the purposes of this solicitation only, if any.
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.
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 electronically on SAM.)

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) *Small business concern.* The offeror represents as part of its offer that it ___ is, ___ is not a small business concern.

(2) *Veteran-owned small business concern.* (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents as part of its offer that it ___ is, ___ is not a veteran-owned small business concern.

(3) *Service-disabled veteran-owned small business concern.* (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.) The offeror represents as part of its offer that it ___ is, ___ is not a service-disabled veteran-owned small business concern.

(4) *Small disadvantaged business concern.* (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it ___ is, ___ is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) *Women-owned small business concern.* (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it ___ is, ___ is not a women-owned small business concern.

(6) *WOSB concern eligible under the WOSB Program.* (Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.) The offeror represents that-

(i) It is, is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It is, is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. (*The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture:*

_____.) Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) *Economically disadvantaged women-owned small business (EDWOSB) concern.* (Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.) The offeror represents that-

(i) It is, is not an EDWOSB concern, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It is, is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. (*The offeror shall enter the name or names of the EDWOSB concern and other small*

businesses that are participating in the joint venture:
_____.) Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

Note to paragraphs (c)(8) and (9): Complete paragraphs (c)(8) and (9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(8) *Women-owned business concern (other than small business concern).* (Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it ___ is, a women-owned business concern.

(9) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price: _____.

(10) *HUBZone small business concern.* (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, as part of its offer, that-

(i) It ___ is, ___ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and

(ii) It ___ is, ___ is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [*The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: _____.*] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246-

(1) *Previous contracts and compliance.* The offeror represents that-

(i) It ___ has, ___ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It ___ has, ___ has not filed all required compliance reports.

(2) *Affirmative Action Compliance.* The offeror represents that-

(i) It ___ has developed and has on file, ___ has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It ___ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions* (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person 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 on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) *Buy American Certificate*. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American-Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product." The terms "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American-Supplies."

(2) Foreign End Products:

Line Item No. _____

Country of Origin: _____

(List as necessary)

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) *Buy American-Free Trade Agreements-Israeli Trade Act Certificate*. (Applies only if the clause at FAR 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product," "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act."

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No. Country of Origin

(List as necessary)

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product."

Other Foreign End Products

Line Item No. _____

Country of Origin: _____

(List as necessary)

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) *Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate I.* If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act":

Canadian End Products:

Line Item No. _____

\$(List as necessary)

(3) *Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate II.* If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No.

Country of Origin

\$(List as necessary)

(g)(4) *Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate III.* If Alternate III to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act":
Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No. Country of Origin

(List as necessary)

(5) *Trade Agreements Certificate.* (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements".

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

Line item No.: _____

Country of origin: _____

(List as necessary)

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Responsibility Matters* (Executive Order 12689). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals-

(1) ___ Are, ___ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) ___ Have, ___ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: Commission of fraud or a

criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property,

(3) ___ Are, ___ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). (The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).)

(1) Listed end products.

Listed End Product: _____

Listed Countries of Origin: _____

(2) Certification. (If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.)

___ (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

___ (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(4) ___ Have, ___ have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full

payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) *Examples.* (A) The taxpayer has received a statutory notice of deficiency, under I.R.C. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(i) Certification Regarding Knowledge of Child Labor for *Listed End Products* (Executive Order 13126). (The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).)

(1) *Listed end products.*

Listed End Product

Listed Countries of Origin

(2) *Certification.* (If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.)

___ (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

___ (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly-

(1) ___ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) ___ Outside the United States.

(k) *Certificates regarding exemptions from the application of the Service Contract Labor Standards.* (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) (The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.)

(1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror ___ does ___ does not certify that-

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

(2) Certain services as described in FAR 22.1003-4(d)(1). The offeror ___ does ___ does not certify that-

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than

20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies-

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) *Taxpayer Identification Number (TIN)* (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to the SAM database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) *Taxpayer Identification Number (TIN)*.

TIN: _____.

TIN has been applied for.

TIN is not required because:

Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization*.

Sole proprietorship;

Partnership;

- Corporate entity (not tax-exempt);
- Corporate entity (tax-exempt);
- Government entity (Federal, State, or local);
- Foreign government;
- International organization per 26 CFR 1.6049-4;
- Other _____.

(5) *Common parent.*

- Offeror is not owned or controlled by a common parent;
- Name and TIN of common parent:

Name _____.

TIN _____.

(m) *Restricted business operations in Sudan.* By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) *Prohibition on Contracting with Inverted Domestic Corporations- (1) Relation to Internal Revenue Code.* An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code 25 U.S.C. 7874.

(2) *Representation.* By submission of its offer, the offeror represents that-

- (i) It is not an inverted domestic corporation; and
- (ii) It is not a subsidiary of an inverted domestic corporation.

(o) *Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.* (1) The offeror shall email questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(2) *Representation and certifications.* Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror-

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,000 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see

OFAC's Specially Designated Nationals and Blocked Persons List at
<http://www.treasury.gov/ofac/downloads/t11sdn.pdf>).

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if-

(i) This solicitation includes a trade agreements certification (*e.g.*, 52.212-3(g) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(p) Ownership or Control of Offeror. (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a DUNS Number in the solicitation.

(1) The Offeror represents that it has or does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.

(2) If the Offeror indicates "has" in paragraph (p)(1) of this provision, enter the following information:

Immediate owner CAGE code:

Immediate owner legal name:[*(Do not use a "doing business as" name)*]

Is the immediate owner owned or controlled by another entity: Yes or No.

(3) If the Offeror indicates "yes" in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest-level owner CAGE code:

Highest-level owner legal name:[*(Do not use a "doing business as" name)*]

(End of provision)

52.225-17 Evaluation of Foreign Currency Offers. (FEB 2000)

If the Government receives offers in more than one currency, the Government will evaluate offers by converting the foreign currency to United States currency using USOFFICE FSC CHARLESTON in effect as follows:

(a) For acquisitions conducted using sealed bidding procedures, on the date of bid opening.

(b) For acquisitions conducted using negotiation procedures-

(1) On the date specified for receipt of offers, if award is based on initial offers;
otherwise

(2) On the date specified for receipt of proposal revisions.

(End of provision)

302.3.5.17(B) Limitation on Subcontracting to Non-Local Entities (July 2014)

- (a) Applicability. This provision applies to:
- (i) Contracts that have been awarded to those local entities under the authority of and as defined in Section 7077 of Public Law 112-74, the Consolidated Appropriations Act, 2012 (P.L. 112-74), as amended by Section 7028 of Public Law 113-76, the Consolidated Appropriations Act, 2014, also known as "Local Competition Authority"; and
 - (ii) Contracts awarded to local entities (as defined in Section 7077 of Public Law 112-74) under the authority at AIDAR 706.302-70 Impairment of foreign aid programs.
- (b) By submission of an offer and execution of a contract, the Offeror/Contractor agrees that in performance of the contract for—
- (1) Services (except construction), at least fifty (50) percent of the cost of contract performance incurred for personnel must be expended for employees of the prime/local entity.
 - (2) Supplies (other than procurement from a non-manufacturer of such supplies), the prime/ local entity concern must perform work for at least 50 percent of the cost of manufacturing the supplies, not including the cost of materials.
 - (3) General construction, the prime/ local entity concern will perform at least 15 percent of the cost of the contract, not including the cost of materials, with its own employees.
 - (4) Construction by special trade contractors, the concern will perform at least 25 percent of the cost of the contract, not including the cost of materials, with its own employees.
- (c) By submission of an offer and execution of a contract, the Offeror/Contractor represents that it is an individual, a corporation, a nonprofit organization, or another body of persons that:
- (1) Is legally organized under the laws of;
 - (2) Has as its principal place of business or operations in;
 - (3) Is majority owned by individuals who are citizens or lawful permanent residents of; and
 - (4) Is managed by a governing body the majority of who are citizens or lawful permanent residents of the country in which this contract will be primarily performed.
- (d) For purposes of this clause, "majority owned" and "managed by" include, without limitation, beneficiary interests and the power, either directly or indirectly, whether exercised or exercisable, to control the election, appointment, or tenure of the organization's managers or a majority of the organization's governing body by any means.

(End of provision)

SPECIAL AWARD CONDITIONS

A Blanket Purchase Agreement (BPA) is hereby established between and the USAID/Bosnia-Herzegovina under the following terms and conditions incorporated in this BPA:

DESCRIPTION OF AGREEMENT

Under this agreement, the BPA holder shall provide public communications services for USAID/BiH. The services shall be provided when ordered by an authorized Contracting Officer during the specified period stated in the paragraph titled "Term of BPA". This BPA is for support to USAID/BiH only.

PREVAILING TERMS AND CONDITIONS

All orders placed against this BPA are subject to the terms and conditions of all the clauses and provisions in full text or incorporated by reference herein. Full text of all provisions and clauses included by reference can be found at <https://acquisition.gov/far/loadmainre.html>.

TERM OF BPA

This BPA expires three years of the Agreement date.

OBLIGATION OF FUNDS

This BPA does not obligate any funds. The Government is obligated only to the extent of authorized orders actually issued under the BPA by the Contracting Officer.

PURCHASE LIMITATION

The dollar limitation for each individual purchase under this BPA is **\$75,000**, exclusive of VAT.

AUTHORIZED USERS

Government Contracting Officers representing USAID/Bosnia-Herzegovina or their designees are the only users authorized to place orders under this BPA. The names and titles of authorized personnel will be provided in a separate document. Any authorized user shall only be allowed to issue an order under this BPA if funds are certified and the BPA awarding office's BPA call number is assigned. BPA holders shall not accept or perform any purported order that does not contain a BPA call number.

DELIVERY TICKETS

All deliveries under the agreement shall be accompanied by delivery tickets or sales slips that shall contain the following minimum information:

- (i) Name of supplier.
- (ii) BPA number.
- (iii) Date of purchase.
- (iv) Purchase (BPA call) number.
- (v) Itemized list of supplies or services furnished.
- (vi) Quantity, unit price, and extension of each item, less applicable discounts (unit prices and extensions need not be shown when incompatible with the use of automated systems, provided that the invoice is itemized to show this information).
- (vii) Date of delivery or shipment.

INVOICES

An itemized invoice shall be submitted to Regional Financial Management Center (RFMC), specified in Block 18a. of the form 1449 at least monthly or upon expiration of this BPA, whichever occurs first, for all

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INVOICES

An itemized invoice shall be submitted to Regional Financial Management Center (RFMC) at least monthly or upon expiration of this BPA, whichever occurs first, for all deliveries made during a billing

period and for which payment has not been received. Payment will be made to the vendor's bank account in accordance with the BPA payment terms. Copies of delivery tickets shall support these invoices. "Approved-for-payment" invoices will be submitted to the payment address specified on each individual order issued under this BPA.

SCHEDULE

The offerors will provide price schedule for the services described under Statement of Work section of this document. The BPA will be reviewed at least annually and, if necessary, updated at that time, subject to changes in market conditions, sources of supply, and other pertinent factors that may warrant making new arrangements with different suppliers or modifying existing arrangements.

The offerors must provide price quotes for contract line items (CLINs) as follows:

CLIN NO.	Description	Price
01	Monthly Theme 1	
02	Monthly Theme 2	
03	Monthly Theme 3	
04	Monthly Theme 4	
05	Social Media strategy	

The firms do not need to price monthly themes 5 through 8 nor additional public communication services, described under Section 3.2 of this document. Each future BPA call will specify services needed by USAID and at that time the BPA holder will be asked to respond to the call with the short technical application and price quotes.