SECTION 1: GENERAL INFORMATION

1. 306-RFI-SS-1201

USAID/Afghanistan, U.S. Embassy Kabul invites you to express interest to enter into a Blanket Purchase Agreement or Indefinite Delivery Indefinite Quantity contract that establishes the terms and conditions applicable to future purchases of Financial Services as detailed in section 2.

The U.S. Agency for International Development (USAID) is contemplating announcing an RFP for award of one or more Blanket Purchase Agreements (BPA) or Indefinite Delivery Indefinite Quantity (IDIQ) contract to multiple sources. USAID also reserves the right to award a single BPA agreement or IDIQ contract, if determined to be in the best interests of the Government.

A Blanket Purchase Agreement is not a contract. A Blanket Purchase Agreement is a simplified method of procuring quantities of services that selected vendors are in a position to furnish through the issuance of a BPA Call Order authorized by the Contracting Officer.

Payment of (BPA) Call Orders issued under a BPA will be made by the authorized Paying Office as approved by the Contracting Officer’s Representative (COR).

USAID may place a Minimum Guarantee amount on the BPA. In the past this amount has been $3,000.00. However, currently that amount is not final.

An IDIQ is a contract. An IDIQ is an Indefinite Delivery Indefinite Quantity contract that selected vendors are in a position to compete through a Request to Task Order Proposal (RFTOP) process for Task Order award. Individually, RFTOPs are solicited to each IDIQ contract holder and award is made through a competitive process.

Payment of Task Orders issued under an IDIQ will be made by the authorized Paying Office as approved by the Contracting Officer’s Representative (COR).

It is not-determined at this time, if USAID will place a Minimum Guarantee amount on the IDIQ contract. Certainly, this is an area that will receive questions.

Determination to award a BPA or IDIQ contract mechanism will be made by the Contracting Officer after careful analysis of qualified interested parties that response to this Request for Information-Sources Sought-1201 (306-RFI-SS-12-01).

PURPOSE

The Purpose of this RFI-SS is to obtain a list of interest parties that can provide services of a Contracted Accounting/Financial Management firm who has experience or the proper staff skills sets to perform the following in accordance with section 2:
- Pre-award Surveys/Assessments
- Host Country Contracting (HCC) Capability Assessments
- Financial Reviews
- Performance Audits
QUESTIONS

All questions regarding expressed interest must be submitted in writing by e-mail. Written questions relating to this Request for Information-Sources Sought will be accepted through January 19, 2012. Any communication in reference to this Request for Information-Sources Sought shall cite number 306-RFI-SS-1201 in the SUBJECT Line of an email and be directed to the following e-mail address: CBrown@state.gov and MAhmad@state.gov Failure to place 306-RFI-SS-1201 in the SUBJECT LINE of emails addressing concerns or posing questions may be lost or may not be answered in time before the closing date and time.

NOTICE OF 306-RFI-SS-1201 CLOSING DATE AND TIME

All qualified parties interested in submitting a proposal at a later date, not to surpass 120 days, shall submitted an expression of interest electronically to email address CBrown@state.gov and MAhmad@state.gov not later than 3:00 P.M. Kabul local time on January 26, 2012 your expressed interest is for a future RFP.

The following paragraphs are illustrative in nature and are standard for this kind of procurement. They are for generating questions.

2. TERMS AND CONDITIONS:

a. USAID/Afghanistan, U.S. Embassy Kabul is not obligated to purchase any definite amount under the BPA agreement or IDIQ contract.

b. The total amount under the agreement or IDIQ will not exceed $1,000,000.00 within a total period including options of 3 years (1 base year and 2 option years).

c. BPA Call Orders or IDIQ Task orders will not be rotated among awardees. However if warranted, due to workload or auditor capacity concerns, the Contracting Officer may approve rotating orders. See c below for additional information.

d. Person authorized to place the orders (Task Orders will be signed by the Contracting Officer):

   **Job Title**

   Contracting Officers

e. USAID can place orders directly to any vendor, without any competition, if the requirement does not exceed $3,000.00 or micro purchase threshold, whichever is higher. The micro purchase threshold is extended to $25,000.00 for actions awarded and performed outside the United States per FAR 2.101.

f. Expiration Date:

   The BPA agreement or IDIQ contract expires within 1 year from the date of award with two option years that may be awarded by the Contracting Officer.
g. **Invoices:** Invoice shall be submitted upon completion of each order, for all deliverables made during a billing period. The invoice shall identify the services covered therein, stating the total US dollar value. All payments will be made in US dollars.

h. USAID has the right to cancel this agreement without assigning any reason.

f. USAID reserves the right to terminate an IDIQ for the Convenience of the Government (FAR Part 49)

3. **BPA or IDIQ Administrator:**

Office of Acquisition and Assistance (OAA), USAID/Afghanistan

3.1. **POINT OF CONTACT (POC):**

To be determined.

4. **FAR/AIDAR Clauses:**

To be determined.

5. **REPRESENTATIVE OF THE CONTRACTING OFFICER**

a. The following named Contracting Officer's Representative (COR) at the appropriate ordering Office is authorized to act as an official representative of the Contracting Officer.

(To be specified when orders are issued)

(1) The above is designated by the Contracting Officer and are authorized to act within the limitations specified herein and written restrictions specifically imposed under the terms of the order and by the Contracting Officer. This authority shall extend to the following: inspection, acceptance, or rejection of work.

(2) This designation does not include authority to direct changes in scope, price, terms or conditions of the contract or order. The authority herein also does not include authority to execute modifications to the contract or order, which require the signature of the Contracting Officer, or to bind the Government by contract in terms of a proposed contract change.
SECTION 2: STATEMENT OF WORK

I. Background

USAID/Afghanistan is seeking the services of qualified firms to perform various types of financial assessments and reviews of contractors and grantees, hereafter collectively referred to as “USAID recipients”. At present, the Mission has 101 active grants and contracts that cost $100,000 or more. The total estimated value of these awards is approximately $4.4 billion. The selected audit firm(s) may also be called upon to conduct performance audits of USAID projects and programs that the Regional Inspector General’s Office in Manila (RIG/Manila) may require.

The Mission’s Office of Financial Management (OFM) in coordination with the cognizant Contracting Officer/Agreement Officer’s Representatives (CORs/AORs) is mandated to implement appropriate measures to ensure that the funds provided to USAID recipients are properly managed, safeguarded from loss, waste and misuse, and effectively utilized for their intended purposes. RIG/Manila is mandated to ensure that USAID’s projects and programs are accomplishing/achieving the desired objectives and goals.

Due to the limited number of staff as well as security restrictions, the Mission is unable to carry out as many assessments and financial reviews as possible. For this reason, the Mission has determined that contracting out the work to local or regional audit firms would be in the best interest of the Mission. The Mission projects that each selected audit firm would be required to perform from 3-6 assessments and financial reviews in one fiscal year. RIG/Manila may require at least one audit in a year.

II. Scope of Work

A. Pre-award Surveys/Assessments

1. Definition of Terms

A pre-award survey is a tool that the Contracting or Grant Officer can use to acquire information in order to make a determination on a prospective contractor or recipient's responsibility.

The Federal Acquisition Regulation (FAR) Subpart 9.106 defines a pre-award survey for a contract as an evaluation by a surveying activity of a prospective contractor's capability to perform a proposed contract. The pre-award survey contains information on the prospective contractor's financial competence and credit needs, the adequacy of its accounting system, and these systems' suitability for use in administering the proposed type of contract.

The pre-award survey/assessment for grants contains information on the adequacy of the prospective recipient's accounting, recordkeeping, overall financial management systems and internal control system. When applicable, it also contains information on the property management system and procurement system.

2. General Objectives:

- Determine if the existing control environment risk factors incorporate management’s attitude, awareness, and actions concerning the entity’s control environment and whether the collective effect of these factors establishes, enhances or mitigates the effectiveness of the specific control techniques.
- Determine whether the entity is in compliance, in all material respects with applicable Afghan Government and U.S. laws and regulations.
• Determine if the entity has adequate financial and administrative management systems in place that would ensure that USAID resources and projects are properly managed
• Determine if the entity has adequate financial and staff resources to implement USAID-funded program in full, in part or not at all.

3. Review Procedures. Following are illustrative procedures the audit firm may use as basis for developing an appropriate survey/assessment methodology and work program. They are not considered all-inclusive or restrictive in nature and do not relieve the audit firm from exercising due professional care and judgment. The procedures should be modified to fit specific circumstances of the prospective contractor or recipient. Any limitations in the scope of work must be communicated as soon as possible to the USAID/Afghanistan OFM.

a) Obtain a copy of the entity’s charter, by-laws, registration documents and determine its legal status;
b) Obtain a copy of the entity’s organizational chart and verify if the entity is being managed by a responsible governing body that maintains effective policy and administrative controls including internal and external audit.
c) Review the entity's organization structure to determine:
   • if the relationship and lines of communication among the entity's units are established and clearly defined;
   • if supervisory and decision-making responsibilities and corresponding authority within management levels are established and clearly assigned;
   • if staff functions and responsibilities are clearly defined and segregated;
   • if the respective staff are fully qualified for their assigned jobs; and
   • the extent of staffing changes/turnover and how it may affect project/program implementation.
d) Review the entity’s audited (or unaudited) financial statements, liquidity/profitability ratios (if applicable), financial arrangements (use of own resources, use of bank credits), the entity’s business reputation (including their bank comments, trade creditors’ comments, reports of commercial financial services and credit organizations).
e) Review the entity's compliance with local laws and other statutory requirements and regulations with focus on overall financial aspects of compliance (e.g. payment of social insurance, tax withholding, etc).
f) Review the adequacy of the existing written policies and procedures for operating systems such as financial management and accounting, procurement, personnel and travel, inventory, etc.
g) For assignments of this nature, the auditing firm shall report its findings and recommendations and conclusion with regard to the potential recipient’s capability to manage and account for USAID funds.

At a minimum, the steps in the sample checklist for a pre-award survey shown in Attachment 1 will be conducted.

USAID reserves the right to review the working papers of the Audit Firm to ensure that the pre-award survey/assessment was performed in line with USAID policies and procedures and its findings and conclusions are supported with adequate documentary evidence.
B. Host Country Contracting (HCC) Capability Assessments

1. Definition of Terms

Host Country Contracting: A means of program implementation in which USAID finances, but is not a party to, contractual arrangements between the host country and the supplier of goods and/or services.

Contracting Agency: Any entity of the host country designated by the country as responsible for negotiating contracts financed by an USAID loan or grant. This includes, but is not limited to, ministries of the national government and their sub-unit authorities (such as port or regional), units of local government at any level, and government-owned, private, or mixed corporations and similar entities.

Distinction between USAID-Direct Contracts and Host Country Contracts: USAID-direct contracts follow the Federal Acquisition Regulation (and AID Acquisition Regulation) and maximize USAID control over the activity in question. When USAID decides to use host country contracting procedures, on the other hand, it acts as a financier and not a contracting party, reserving certain rights of approval and activity monitoring.

Procurement System Assessment: As required by ADS 301.5.2, a review performed by a team from the Mission’s Contracting Office, Controller and Legal Advisor staff (or institutional contractors) to determine the acceptability of a Contracting Agency’s procurement system as well as the adequacy of its accounting system and internal controls. The results of the assessment form the basis for the Mission Director’s certification of the acceptability of the Contracting Agency’s systems for purposes of procuring goods and services exceeding $250,000.

2. General Objective

The objective of the assessment is as follows:

To determine the overall adequacy of the host country contracting agency’s procurement and its financial management and internal control systems to minimize USAID/Afghanistan's vulnerability in sharing project implementation and administration responsibilities with the Host Country.

3. Review Procedures. Following are illustrative procedures the audit firm may use as basis for developing an appropriate procurement assessment methodology and work program. They are not considered all-inclusive or restrictive in nature and do not relieve the audit firm from exercising due professional care and judgment. The procedures should be modified to fit specific circumstances of the Contracting Agency. Any limitations in the scope of work must be communicated as soon as possible to the USAID/Afghanistan OFM.

1. Review the Contracting Agency’s financial management and internal control systems to determine if they provide for the following:

   a. Accounting records that are supported by documentation that will identify, segregate, accumulate, and record all costs incurred and which fully disclose:
      
      • The amount and dispositions by source of funds received.
      • The total cost of the program or undertaking in connection with assistance received
      • Such other records as will facilitate an effective audit
b. Records that identify adequately the source and application of funds for sponsored activities. These records should contain information pertaining to awards, authorizations, obligations, un-obligated balances, assets, outlays, and income.

c. Effective control over and accountability for all funds, property, and other assets. The Contracting Agency should adequately safeguard all such assets and should ensure that they are used solely for authorized purposes.

d. Comparison of actual outlays with allocated amounts for each budget. Financial information should be related to performance and unit cost data whenever appropriate.

e. Procedures for determining the allowability and allocability of actual costs in accordance with the provisions of procurement documents, applicable cost principles, and generally accepted accounting principles.

f. Accurate, current, and complete disclosure of financial information under each budget, particularly under foreign donors sponsored program. If reporting on an accrual basis is required, the recipient shall develop such accrual data for its reports on the basis of an analysis of the documentation on hand.

g. Examinations in the form of independent and/or internal audits.

h. A systematic method to ensure timely and appropriate resolution of audit findings and recommendations.

2. Review the Contracting Agency’s invoice examination policies and procedures to determine the effectiveness of the following payment processes:

   - implementing controls to prevent duplicate or erroneous payments;
   - ensuring payments are made in accordance with the terms of the contracts and/or USAID stipulations in Implementation Letters (ILs);
   - determining the accuracy and reasonableness of quantities, prices, and amounts shown on vouchers;
   - matching invoices against valid obligating and receiving documents;
   - ensuring payments are properly authorized and approved, and timely made.

3. Review the Contracting Agency’s procurement policies and procedures relating to contractor selection, contract preparation, contract administration and monitoring to ensure compliance with ADS 305 and the Project Officer’s Guidebook – Host Country Contracting.

   • Review the Contracting Agency’s organization to determine if there is clear delineation of authorities and responsibilities and whether or not procurement personnel are technically competent and adequately trained; also determine the extent of staffing changes/turnover and how it may affect contracting processes.
   • Review the Contracting Agency’s procurement planning policies and procedures to determine if they provide for:
     ✓ Adequacy of statements of work and budget estimates
     ✓ Clarity in planning responsibilities and approval authorities
     ✓ Avoidance of improper business practices and personal conflicts of interest
     ✓ Safeguarding of solicitation/procurement information
     ✓ Pre-qualification of bidders/offerors
✓ Competition in procurement
✓ Advertising of opportunities
✓ Preparation, receipt, analysis and evaluation of Request for Proposals (RFPs), Request for Technical Proposal (RFTPs) or Invitation for Bids (IFBs)
✓ Proper understanding and incorporation of USAID requirements
✓ Proper recording of negotiations and award
✓ Procedures for protest
✓ Contract administration functions such as inspection and acceptance, agreement modifications, disputes, property accounting and termination

- Review the Contracting Agency’s implementation of its contract administration policies and procedures to determine:
  ✓ How well the Contracting Agency complies with Afghan government and USAID host country contracting rules and regulations
  ✓ The adequacy of sight visits
  ✓ The ability of the Contracting Agency to respond to contract changes, handle contract disputes in a timely manner and in accordance with their rules and regulations
  ✓ The effectiveness of the Contracting Agency in monitoring contract closeout or termination processes
  ✓ The adequacy of contract audits by host country or qualified independent audit firms
  ✓ How effective is the Contracting Agency’s disputes and claims settlement process
  ✓ The adequacy of contracts records and files documentation and maintenance especially in contract administration areas such as delivery schedule delays, property management, subcontracts, modifications and change orders.

The staff of the USAID/Afghanistan Office of Financial Management (OFM) and the Office of Assistance and Acquisition (OAA) will be available to provide necessary assistance in developing an appropriate work program to accomplish the specific objectives of the assessment of a particular host country contracting agency. At a minimum, the steps in the two sample checklists (Attachment 2 and 3) will be conducted.

USAID reserves the right to review the working papers of the Audit Firm to ensure that the assessment was performed in line with USAID policies and procedures and its findings and conclusions are supported with adequate documentary evidence.

C. Financial Reviews

The audit firm shall conduct a review of selected USAID/Afghanistan recipients’ (U.S. or non-U.S.) financial policies, procedures, systems, and controls as directed by the Controller.

The financial review will be conducted to provide limited assurance that locally incurred direct costs billed to USAID by a US-based entity or all incurred costs by a non-U.S. (local or foreign) entity were accurately recorded in a timely manner, reported, supported by adequate documentation, and are allowable, allocable, reasonable and generally in accordance with the terms of the contract/grant and Contractors Notices issued by the Mission’s Office of Acquisition and Assistance.

Review Procedures: Following are illustrative procedures the audit firm may use as basis for developing an appropriate financial review methodology and work program. They are not considered all-inclusive or restrictive in nature and do not relieve the audit firm from exercising due professional care and judgment.
The procedures should be modified to fit specific circumstances of the contractor/grantee. Any limitations in the scope of work must be communicated as soon as possible to the USAID/Afghanistan OFM.

- The Audit Firm will obtain an understanding of all program financial and progress reports; charts of accounts; organizational charts; accounting systems descriptions; personnel, payroll, and procurement policies and procedures; in addition to receipt, warehousing, and distribution procedures for materials, to successfully complete the required review. The report should explain in brief the firm’s material observations, if any.

- On a sample basis, the Audit Firm will review the transactions posted in the general and the subsidiary ledgers to determine whether costs incurred were properly approved, recorded and reconciled with the bank accounts.

- On a sample basis, the Audit Firm will review the **local procurement** (commodities or services) transactions to determine whether sound commercial practices including competition were used, reasonable prices were obtained, and adequate controls were in place over the qualities and quantities received and billed for. If payments were made in local currency, the Audit firm shall review if the exchange rate used is based on the prevailing market rate.

- On a sample basis, the Audit Firm will review the **local salary** and **fringe benefits** charges to determine whether they were reasonable for the position and paid for individuals eligible to receive them, in accordance with those approved by USAID when USAID approval is required, and supported by appropriate payroll records.

- On a sample basis, the Audit Firm will review the locally incurred costs for **local and overseas travel** and **transportation** charges to determine whether they were reasonable, allowable, adequately supported and approved.

- On a sample basis, the Audit Firm will also review **other local direct costs charges** to determine whether they were adequately supported and approved.

- The report shall show that all percentages (Fringe Benefits, Indirect Costs, Fixed Fee, etc.) stipulated in the contract(s) are properly followed and calculated.

- Upon submission “by the reviewee” of the list of assets (inventories, fixed assets, commodities, etc.) procured with program funds, the firm shall select a sample to verify their existence and if they were utilized as intended and that they comply with source and origin requirements. The firm will also select a sample of assets to verify if they were disposed of in accordance with the terms of the agreements (**if applicable**).

- Ensure that the Cost Share (Cash or In-kind) if required under the contract has been provided, properly valued/presented and adequately documented.

- It is the direct recipient’s responsibility to ensure that non-U.S. sub-recipients expending $300,000 or more in USAID awards in their fiscal year are audited annually in accordance with **Recipient Contracted Audits Guidelines** issued by the Office of the Inspector General. The Audit Firm must ensure that the recipients comply with this requirement.
- As necessary, the Audit Firm will review the process by which the recipient issues sub-contracts and sub-grants to ensure that USAID policies and procurement regulations are being adhered to. The Audit Firm will also verify if the prime recipient performs necessary procedures to ensure the financial viability of the sub-recipients and to determine whether or not they should receive USAID funding.

- As necessary, the Audit Firm will perform site visits to assess the percentage completion of various projects and compare results to contractor claims to ensure that USAID is being properly charged for work performed.

- On a sample basis, the audit firm shall ensure proper application of indirect costs rates applicable to local costs (such as fringe benefits for Cooperating Country National staff), i.e., proper use of percentage against the proper base according to the terms of the awards and final audited rates.

- The report must distinguish the reportable conditions that are significant deficiencies in the design or operation of internal controls, and the reportable conditions considered to be material weaknesses.

- The financial review report on compliance must set forth as findings all material instances of noncompliance, defined as instances that could have a direct and material effect on the recipient’s billings to USAID. Nonmaterial instances of noncompliance should be included in a separate Annex to the report.

- The auditors must report on the status of actions taken on findings and recommendations reported in prior audit and/or financial review of USAID/Afghanistan funded programs.

Disbursements reviewed which were considered ineligible or not supported with adequate documentation shall be questioned by the Audit Firm and presented in the table format indicated below.

<table>
<thead>
<tr>
<th>Item Description</th>
<th>Reference</th>
<th>Total Questioned Costs</th>
<th>Ineligible Costs</th>
<th>Unsupported Costs</th>
<th>Transaction Description</th>
</tr>
</thead>
</table>

The staff of the USAID/Afghanistan Office of Financial Management (OFM) will be available to provide necessary assistance in developing an appropriate work program to accomplish the specific objectives of the financial review. At a minimum, the steps in Attachment 4 will be conducted.

**USAID reserves the right to review the working papers of the Audit Firm to ensure that the financial review was performed in line with USAID policies and procedures and recommendations are supported with adequate evidence.**

**D. Performance Audits**

The objective of this type of audit is to determine how well a project or program is performing. The audit would be designed and carried out to answer a specific audit question such as whether the project's main goals are being achieved, whether selected project activities are effective in helping achieve program goals, whether project activities are being carried out in an efficient manner, etc. The Scope of Work for
the specific performance audit work requested would either provide a series of specific audit procedures to be carried out in order to answer the audit question, or would request that the contractor develop a detailed audit program as part of the Scope of Work to answer the audit question.

In either case, the contractor would be asked to perform standard procedures in carrying out the audit. Namely, the contractor would hold an entrance conference with USAID officials responsible for the program, review relevant program documents, perform procedures necessary to accomplish the performance audit objective, discuss results of the performance audit work with USAID officials, and incorporate USAID's comments into the performance audit report as appropriate.

Alternatively, the contractor may under this subsection, be asked to provide technical audit services to assist RIG/Manila in carrying out a performance audit (under RIG/Manila supervision) of a USAID/Afghanistan program. In this case, the contractor would not be responsible to produce an audit report. Instead, the contractor would provide audit services at a designated labor category to assist RIG/Manila in answering a performance audit objective. The Scope of Work would specify the labor category to be requested (typically a "junior auditor/financial management advisor" or a "senior auditor/financial management advisor").

The auditor requested under this labor category would assist RIG/Manila auditors in answering the performance audit question. The Scope of Work would also specify the approximate amount of auditor labor to be provided (typically a single auditor for 4 to 6 weeks), the performance audit question that the auditor would assist in answering, and the specific audit procedures that the auditor would assist in performing.

The staff of the RIG/Manila will be available to provide necessary assistance in developing an appropriate work program to accomplish the specific objectives of the performance audit.

USAID/Afghanistan and RIG/Manila reserve the right to review the working papers of the Audit Firm to ensure that the Performance Audit was performed in line with USAID and RIG/Manila policies and procedures and recommendations are supported with adequate evidence.

III. Reports and Deliverables

A. Draft Report - Draft report due within two weeks of the completion of the field work.

B. Final Report – Final report due within one week of the receipt of the draft report comments from the COTR and the reviewee or auditee.

The Contractor shall submit a final report in English (one original signed copy and a soft copy in MSWord format) in conformance with the requirements in the specific Statement of Work for the assigned task. Prior to submitting the final report, the Contractor shall submit a draft report to the COTR for review and comments not later than the date specified in the task order. The COTR shall provide written comments on the draft report within two weeks of receipt of the draft report from the Contractor. The Contractor shall submit the final report to COTR within seven calendar days after receipt of the COTR's written comments on the draft report.

For pre-award surveys/assessments, host country contracting capability assessments and financial reviews and performance audits ordered by USAID/Afghanistan the report must contain a transmittal letter and a summary which includes: (1) a background section with a general description of the organization assessed or the contract/grant agreement that was reviewed; (2) the objectives and scope of the assessment/review and a clear explanation of the procedures performed and the scope limitations, if any; (3) a brief summary
of the assessment/review results; and (4) a brief summary of the recipient’s management comments regarding the review results and findings, unless otherwise specified in the task order.

For Performance Audit Reports ordered by RIG/Manila, the audit report format will be specified by RIG/Manila.

IV. Other Audit Responsibilities

The Auditor must perform the following steps:

1. Hold an entrance and exit conference with the reviewee/auditee. The cognizant COTR for the task order must be notified of these conferences in order that USAID representatives may attend, if deemed necessary.

2. During the planning stages of any of the work under this agreement, the audit firm will communicate information to the reviewee/auditee regarding the nature and extent of planned testing and reporting. The audit firm must document the communication in the working papers.

V. Attachments

1 - Pre-Award Financial Management Assessment
2 - Financial and Procurement Management Assessment Checklist
3 - Host Country Contracting Assessment Checklist
4 - Financial Review Checklist
SECTION 3: PRICE/COST

1. MINIMUM OBLIGATED AMOUNT

The following is the Minimum Guarantee amount for:

BPA, there is a $3,000.00 minimum order guarantee. USAID is required to order and the contractor is required to furnish the minimum order amount of services. Individual Call Orders will obligate funds to cover the work required under that task order.

IDIQ, there is a TBD minimum order guarantee. USAID is required to order and the contractor is required to furnish the minimum order amount of services. Individual Task Orders will obligate funds to cover the work required under that task order.

2. MAXIMUM CONTRACT CEILING

The following is the Maximum amount:

If a Blanket Purchase Agreement (BPA) is awarded it will have an overall ceiling price of $1,000,000.00. The maximum aggregate value of all Call Orders awarded cannot exceed the BPA ceiling. This ceiling is not being subdivided among the number of awardees nor is it being multiplied by the number of awardees.

If an IDIQ is awarded it will have an overall ceiling price of $1,000,000.00. The maximum aggregate value of all Task Orders awarded cannot exceed the IDIQ ceiling. This ceiling is not being subdivided among the number of awardees nor is it being multiplied by the number of awardees.

3. LABOR

3.1 BILLING DAILY RATES

The task order will cite the applicable billing daily rates selected from the Table of Billing Daily Rates in Section 3.2 below. The daily rates in effect when the task order is executed will remain in effect for the entire task order period. Each daily rate listed below is “loaded” and must only include the following:

- Salary cost or consulting fee of the individual providing the services;
- Payroll costs (fringe benefits, FICA, etc.);
- Indirect costs applicable to labor; and
- Profit or fee, if any.

Daily rates must include consideration of the contractor's established personnel policies and procedures.

The billing rates set forth below must be fixed for the contract period.
Daily rates must not include or be applied to costs covered as other direct costs in para. 3.3 below. These costs are not to be considered part of the daily rate.

### 3.2 LABOR CATEGORIES

<table>
<thead>
<tr>
<th></th>
<th>Basic period</th>
<th>Option period</th>
</tr>
</thead>
<tbody>
<tr>
<td>Partner /Principal (CPA)</td>
<td>____________</td>
<td>___________</td>
</tr>
<tr>
<td>Referencer</td>
<td>____________</td>
<td>___________</td>
</tr>
<tr>
<td>Audit Manager/Supervisor</td>
<td>____________</td>
<td>___________</td>
</tr>
<tr>
<td>Senior Auditor</td>
<td>____________</td>
<td>___________</td>
</tr>
<tr>
<td>Staff Auditor</td>
<td>____________</td>
<td>___________</td>
</tr>
</tbody>
</table>

### 3.3 OTHER DIRECT COSTS (ODC):

All other direct costs will be proposed in response to individual task orders. Contractor will bill USAID/Afghanistan for **actual** other direct costs incurred because of this BPA. Other Direct Cost will include: travel, transportation, per diem, lodging, communication, and printing. At no time will other direct costs invoiced for exceed the approved amount included in the task order. Any potential changes due to unforeseeable circumstances above what was proposed and approved on the resulting task order must be approved by the Contracting Officer.

### 4. PRICING

1. The prices (loaded labor rates) included on the BPA list (or applicable "discounted" rates submitted in a proposal response to an RFQ resulting in award) that are in effect on the effective date of an order shall govern that order's basic performance period. With regard to any Option (periods) years, which are later exercised, the proposed Option year rates as incorporated into the order award are in effect until such time, if applicable, that the contractor has been authorized a rate increase culminating from a negotiation with the Contracting Officer.

2. The BPA holder can voluntarily reduce offered prices at any time by giving 24-hour advance notice (by facsimile or electronic-mail) to the US Agency for International Development (USAID) Contracting Officer. This BPA also allows for additional discounts if a "large order" is placed at one time. An advanced notice is not required for discounts offered for only an individual order. Whether an order is large enough to warrant such a discount is subject to the discretion of the BPA holder.

3. The BPA holder may also increase BPA prices at any time. Any BPA price increase shall not take effect until the US Agency for International Development/Afghanistan Contracting Officer receives written notification (U.S. mail, facsimile, or electronic-mail). Any order already issued shall not be affected by any change to BPA pricing. The prices offered under this BPA will undergo annual review by the US Agency for International Development Contracting Officer.

### 5. PAYMENT

5.1 PAYMENT TERMS
All payments will be made in U.S. Dollars. The Paying Office listed below in 5.2 will process payments in net 30 days on receipt of proper invoice. Contractor will submit the invoice to USAID/Afghanistan and Payment Office Kabul depending on the terms and conditions of the task order.

5.2 PAYING OFFICE

Invoice will be submitted to the Controller, USAID/Afghanistan. Payment will be made by USAID/Afghanistan. Send to:

USAID/Controller
Great Masood Road
Kabul, Afghanistan
Tel: 0093 (0) 700-234-234 KabulAidevouchers@usaid.gov

Or scan the proper invoice & send it electronically to:

Email: kabulaidevouchers@usaid.gov (Strongly recommended)

5.3 TERMS OF PERFORMANCE OF CALL ORDERS/TASK ORDERS

An assessment or review requested by USAID should normally begin within 15 days from the effective date of the task order. A draft report should be submitted to the COTR and the reviewee within 15 days of completion of the field work for an assessment or review unless otherwise stated in the task order. After the COTR A copy of the draft report shall be submitted to the COTR and the reviewee for their respective review and comments. An exit conference should then be held within one weekdays of issuance of the draft report.

Suggested modifications to the draft report, if any, should be fully considered at that time and the final draft should be issued to COTR’s and the reviewee within one week after the exit conference.

USAID/Afghanistan and the reviewee should then be provided one week to make written comments to the final draft report. The auditor will incorporate these comments into the final report and submit the completed final report to USAID/Afghanistan the COTR within one week of receipt of all comments. The COTR USAID will then transmit the final report to appropriate parties.

The timeline/due dates for completion of a performance audit will be determined by RIG/Manila and will be specified in the pertinent task order.

Payment will be made after the final reports have been accepted and detailed billing information, if required, has been received.

6. TRAVEL

The Government will reimburse the cost of travel required in conjunction with performance of orders issued under this contract. Reimbursement for travel is limited to that required in the performance of the order and expressed in the offeror’s ODC proposed budget. Specific Government direction to attend meetings or gather information shall be reimbursed on a cost-reimbursable basis only. The Government will not pay travel charges for travel to and from the BPA holder employee's home and USAID (US Government office) or to and from one company building to another (either within a company or to and from a prime to a sub company). Travel costs subject to reimbursement are limited to travel occurring at
the direction of the Government, performed in conjunction with a specific requirement for a trip authorized in the order. Any administrative/clerical support travel costs shall be considered and approved by the Contracting Officer on a case-by-case basis.

7. TERMINATION

In the event that this purchase order needs to be terminated or the scope of work truncated for political or security reasons, compensation will be made on the basis of provided performance and location discharged. A draft report based on progress to that time will be submitted and Contractor agrees that, subject to discharge of other USAID responsibilities, they will remain available to complete the deliverables as feasible.
SECTION 4: INSTRUCTION TO OFFERORS

The Offeror’s technical proposal should, at a minimum, include the Technical Approach, Qualifications of the Management team, Past Experience and Performance in Related Work. The Technical Proposal may not exceed 15 pages.

1. UNDERSTANDING OF THE WORK TO BE PERFORMED

Offerors should present an overview of how they will accomplish the results, with specific processes they would use to accomplish each the four tasks. The Offeror’s technical approach should, at a minimum, include the following in addition to other requirements that have been outlined in other sections of this document:

Proposals should indicate a full understanding of the technical requirements of the Statement of Work by describing the processes and procedures they will use to perform each task and achieve all necessary results.

2. MANAGEMENT CAPACITY

The Offeror shall propose a management team that enables achievement of the objective and demonstrates an appropriate balance of skills, accountability and efficiency. The management team must have a demonstrated knowledge and experience in working on similar programs.

3. KNOWLEDGE OF HOST COUNTRY CONDITIONS

Offerors shall detail their knowledge and experience in performing audits, pre-award surveys, host country implementing agency assessments and financial reviews in Afghanistan. The contractor(s), at a minimum, should be present in and thoroughly familiar with operating conditions in Afghanistan; be able to perform site visits to provinces if deemed necessary, be thoroughly familiar with USAID and/or other international donors’ requirements, rules and regulations on auditing, monitoring and evaluation.

4. PAST EXPERIENCE AND PERFORMANCE IN RELATED WORK

Offerors shall provide past performance references in accordance with the following: Past auditing or other financial services (assessments, financial reviews, agreed-upon procedures, experience within USAID or other International donor’s funded activities). Include the following for each award listed:

- Name of awarding organization;
- Complete and current contact information;
- Amount of the award;
- Term of the award (beginning and end dates of services/program); and
- A brief description of the award activity

(USAID recommends that you alert the contacts that their names have been submitted and that they are authorized to provide performance information concerning the listed contracts if and when USAID requests it) If extraordinary problems impacted any of the referenced contracts, provide a short explanation and the corrective action taken (required by FAR 15.305(a)(2)).

Describe any quality awards or certifications that indicate exceptional capacity to provide the service or product described in the statement of work. This information is not included in the page limitation.

4. COST PROPOSAL
No cost proposal is needed beyond completing the price list in Section 3.2 above entitled “Labor Categories”. Offerors’ shall ensure to complete rates for both the base and option periods for each.

5. **ANNUAL REPRESENTATIONS AND CERTIFICATIONS (FEB 2009)**

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 541990.

(2) The small business size standard is $6.5 million.

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

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

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

- [ ] (i) Paragraph (d) applies.
- [ ] (ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

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

- (i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—
  - (A) The acquisition is to be made under the simplified acquisition procedures in Part 13;
  - (B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or
  - (C) The solicitation is for utility services for which rates are set by law or regulation.

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

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

- (iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—
  - (A) Are not set aside for small business concerns;
  - (B) Exceed the simplified acquisition threshold; and
  - (C) Are for contracts that will be performed in the United States or its outlying areas.

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

- (vi) 52.214-14, Place of Performance—Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.
(vii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(B) For DoD, NASA, and Coast Guard acquisitions, solicitations that contain the clause at 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns.
(2) The following certifications are applicable as indicated by the Contracting Officer:

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

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

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

__ (A) Basic.

__ (B) Alternate I.

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

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

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

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

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

__ (ix) 52.227-6, Royalty Information.

__ (A) Basic.

__(B) Alternate I.

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

(d) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at http://orca.bpn.gov. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

<table>
<thead>
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<th>FAR Clause #</th>
<th>Title</th>
<th>Date</th>
<th>Change</th>
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Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

(End of provision)

6. RESPONSIVE OFFERORS

To be considered responsive and thereby eligible for award, offerors are responsible to ensure that their proposals contain at a minimum, the information requested above by the closing date.
Those proposals missing key information required for evaluation will be removed from consideration.
SECTION 5: EVALUATION CRITERIA

1. BASIS OF AWARD

The Government intends to award one or more BPAs from this RFP to the responsible offerors whose proposal represents the best value after evaluation.

2. EVALUATION FACTORS FOR AWARD

2.1. EVALUATION CRITERIA

Technical, cost and other factors will be evaluated relative to each other, as described herein.

(a) The technical proposal will be scored by a technical evaluation committee using the criteria shown in this Section.

(b) Cost/price is assigned a numerical weight equal to that of Technical. Offerors are reminded that the Government is not obliged to award a negotiated contract on the basis of lowest proposed cost, or to the Offeror with the highest technical evaluation score. Under this procurement technical factors, when combined, are equal to cost/price in deciding who might best perform the work. Therefore, after the final evaluation of proposals, the Contracting Officer will make the award to the Offeror whose proposal offers the best value to the Government, considering both technical and cost factors.

(c) The criteria below are presented by major category so that offerors know which areas require emphasis in the preparation of proposals. The criteria below reflect the requirements of this particular solicitation.

Offerors should note that these criteria: (1) serve as the standard against which all proposals will be evaluated, and (2) serve to identify the significant matters which offerors should address in their proposals.

2.2. TECHNICAL EVALUATION CRITERIA

1. Understanding of the work to be performed (35 points total) Proposals shall be rated on demonstrated in-house capacity to manage and execute the contract through a roster of qualified in-house staff to execute the required tasks.

2. Management Capacity (35 points total) The Offeror shall be rated on the proposed management team skills and abilities in the areas of:
   a) Personnel: strength of proposed team members (10 points)
   b) Relevant technical expertise (10 points)
   c) Organizational capacity (5 points)
   d) Strength of local staff (10 points)

3. Knowledge of Host Country Conditions (20 points) The Offeror shall be rated on its demonstrated knowledge and experience in performing audits, assessments and financial reviews of donor-funded programs in Afghanistan and its ability to perform site visits in areas where USAID programs are being implemented.
4. **Past Performance** (10 points total) Assessed points are based on the quality of recent and relevant work as it relates to the Statement of Work.

**2.3. COST PROPOSALS**

Cost proposals will be evaluated for allowability, allocability and reasonableness.

**3. BEST VALUE DETERMINATION**

The Government shall perform a tradeoff to determine what represents the “best value” to the Government, price/cost and other factors considered. “Best value” is defined as the offer that results in the most advantageous solution for the Government. Technical quality is of equal important than cost/price. The analysis of the proposal shall be performed through an integrated assessment and trade-off analysis between technical and price factors.

The Government reserves the right to award this acquisition based on initial proposals received, without further communications. If necessary, the Government may enter into communications; however, the offeror shall assume that the Government shall not enter into communications before awarding the contract.

Failure to provide complete information may cause an offeror to be considered unacceptable. The Government reserves the right to reject an unacceptable offer and to award with no opportunity granted to modify the proposal.

**4. DETERMINATION OF THE COMPETITIVE RANGE AND CONTRACT AWARD**

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

(b) Award: In accordance with FAR 52.215-1(f), the Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represent the best value after evaluation in accordance with the factors and subfactors as set forth in this solicitation.
SECTION 6 : CONTRACT CLAUSES:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES BY REFERENCE

52.203-3 GRATUITIES (APR 1984)
52.204-7 CENTRAL CONTRACTOR REGISTRATION (APR 2008)
52.211-16 VARIATION IN QUANTITY (APR 1984)
52.222-1 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)
52.225-2 BUY AMERICAN ACT CERTIFICATE (JUN 2003)
52.232-23 ASSIGNMENT OF CLAIMS (JAN 1986)
52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)
52.237-1 SITE VISIT (APR 1984)
52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984)
52.243-1 CHANGES--FIXED-PRICE (AUG 1987)
52.245-5 GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACTS) (JAN 1986)

A.I.D. ACQUISITION REGULATION (48 CFR CHAPTER 7) CLAUSES BY REFERENCE

752.211-70 LANGUAGE AND MEASUREMENT (JUN 1992)
752.228-70 MEDICAL EVACUATION (MEDVAC) SERVICES (MAR 1993)
752.7006 NOTICES (APR 1984)
752.7008 USE OF GOVERNMENT FACILITIES OR PERSONNEL (APR 1984)
752.7010 CONVERSION OF U.S. DOLLARS TO LOCAL CURRENCY (APR 1984)
752.7013 CONTRACTORS-MISSION RELATIONSHIPS (OCT 1989)
752.7025 APPROVALS (APR 1984)
752.7029 POST PRIVILEGES (JUL 1993)
752.7033 PHYSICAL FITNESS (JUL 1997)

CLAUSES IN FULL TEXT

FAR 52.213-4 TERMS AND CONDITIONS - SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL ITEMS) (FEB 2006)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses that are incorporated by reference:

(1) The clauses listed below implement provisions of law or Executive order:

(i) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

(ii) 52.222-21, Prohibition of Segregated Facilities (Feb 1999) (E.O. 11246).


(iv) 52.225-13, Restrictions on Certain Foreign Purchases (FEB 2006) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

(2) Listed below are additional clauses that apply:

(i) 52.232-1, Payments (Apr 1984).
(ii) 52.232-8, Discounts for Prompt Payment (Feb 2002).
(iii) 52.232-11, Extras (Apr 1984).
(iv) 52.232-25, Prompt Payment (Oct 2003).
(v) 52.233-1, Disputes (Jul 2002).
(vi) 52.244-6, Subcontracts for Commercial Items (FEB 2006).
(vii) 52.253-1, Computer Generated Forms (Jan 1991).

(b) The Contractor shall comply with the following FAR clauses, incorporated by reference, unless the circumstances do not apply:

(1) The clauses listed below implement provisions of law or Executive order:

(i) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JAN 2006) (E.O. 13126). (Applies to contracts for supplies exceeding the micro-purchase threshold.)


(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212) (Applies to contracts of $25,000 or more).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793). (Applies to contracts over $10,000, unless the work is to be performed outside the United States by employees recruited outside the United States.) (For purposes of this clause, United States includes the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.)

(v) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212) (Applies to contracts of $25,000 or more).

(vi) 52.222-41, Service Contract Act of 1965, As Amended (JUL 2005) (41 U.S.C. 351, et seq.) (Applies to service contracts over $2,500 that are subject to the Service Contract Act and will be performed in the United States, District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, Johnston Island, Wake Island, or the outer continental shelf lands).
(vii) 52.223-5, Pollution Prevention and Right-to-Know Information (AUG 2003) (E.O. 13148) (Applies to services performed on Federal facilities).

(viii) 52.225-1, Buy American Act--Supplies (June 2003) (41 U.S.C. 10a-10d) (Applies to contracts for supplies, and to contracts for services involving the furnishing of supplies, for use in the United States or its outlying areas, if the value of the supply contract or supply portion of a service contract exceeds the micro-purchase threshold and the acquisition--

(A) Is set aside for small business concerns; or

(B) Cannot be set aside for small business concerns (see 19.502-2), and does not exceed $25,000.)

(ix) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003). (Applies when the payment will be made by electronic funds transfer (EFT) and the payment office uses the Central Contractor Registration (CCR) database as its source of EFT information.)

(x) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (May 1999). (Applies when the payment will be made by EFT and the payment office does not use the CCR database as its source of EFT information.)

(xi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241). (Applies to supplies transported by ocean vessels (except for the types of subcontracts listed at 47.504(d).)

(2) Listed below are additional clauses that may apply:

(i) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (JAN 2005) (Applies to contracts over $25,000).

(ii) 52.211-17, Delivery of Excess Quantities (SEPT 1989) (Applies to fixed-price supplies).

(iii) 52.247-29, F.o.b. Origin (FEB 2006) (Applies to supplies if delivery is f.o.b. origin).

(iv) 52.247-34, F.o.b. Destination (NOV 1991) (Applies to supplies if delivery is f.o.b. destination).

(c) FAR 52.252-2, Clauses Incorporated by Reference (FEB 1998). This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

(d) Inspection/Acceptance. The Contractor shall tender for acceptance only those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its postacceptance rights--

(1) Within a reasonable period of time after the defect was discovered or should have been discovered; and
(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(e) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence, such as acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(f) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges that the Contractor can demonstrate to the satisfaction of the Government, using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

(g) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(h) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

FAR 52.213-3 NOTICE TO SUPPLIER

This is a firm order ONLY if your price does not exceed the maximum line item or total price in the Schedule. Submit invoices to the Contracting Officer. If you can not perform in exact accordance with this order, WITHOLD PERFORMANCE and notify the Contracting Officer immediately, giving your quotation.

AIDAR 752.7005 SUBMISSION REQUIREMENTS FOR DEVELOPMENT EXPERIENCE DOCUMENTS (OCT 1997)

(a) Contract Reports and Information/Intellectual Products.

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

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

(b) Submission requirements.

(1) Distribution. (i) The contractor shall submit contract reports and information/intellectual products (referenced in paragraph (a) (I) of this clause) in electronic format and hard copy (one copy) to U.S. Agency for International Development PPC/CDIE/D1, Attn: ACQUISITIONS, Washington D.C. 20523 at the same time submission is made to the CTO.

(ii) The contractor shall submit the reports index referenced in paragraph (a)(2) of this clause and any reports referenced in paragraph (a)(1) of this clause that have not been previously submitted to PPC/CDIE/DI, within 30 days after completion of the contract to the address cited in paragraph (6) (1) (i) of this clause.

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

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

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


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

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

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

c. Any other necessary information, e.g. special backup or data compression routines, software used for storing/retrieving submitted data or program installation instructions.
AIDAR 752.7009 MARKING (JAN 1993)

(a) It is USAID policy that USAID-financed commodities and shipping containers, and project construction sites and other project locations be suitably marked with the USAID emblem. Shipping containers are also to be marked with the last five digits of the USAID financing document number. As a general rule, marking is not required for raw materials shipped in bulk (such as coal, grain, etc.), or for semi finished products which are not packaged.

(b) Specific guidance on marking requirements should be obtained prior to procurement of commodities to be shipped, and as early as possible for project construction sites and other project locations. This guidance will be provided through the cognizant technical office indicated on the cover page of this contract, or by the Mission Director in the Cooperating Country to which commodities are being shipped, or in which the project site is located.

(c) Authority to waive marking requirements is vested with the Regional Assistant Administrators, and with Mission Directors.

(d) A copy of any specific marking instructions or waivers from marking requirements is to be sent to the Contracting Officer; the original should be retained by the Contractor.

EXECUTIVE ORDER ON TERRORISM FINANCING

The Contractor/Recipient is reminded that U.S. Executive Orders and U.S. law prohibits transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of the contractor/recipient to ensure compliance with these Executive Orders and laws. This provision must be included in all subcontracts/sub awards issued under this contract/agreement.
SECTION 7: ADMINISTRATIVE DATA

7.1 CONTRACTOR INFORMATION

Primary Point of Contact:

___________________________________

Provide complete name, title, corporate address, electronic mail address and phone number:

___________________________________

___________________________________

___________________________________

___________________________________

Alternate Point of Contact:

___________________________________

___________________________________

___________________________________

___________________________________

CAGE CODE:
DUNS NUMBER:
TIN:

7.2 AUTHORITY

This BPA is entered into pursuant to the Federal Acquisition Regulation Part 13.303-2.

7.3 DESCRIPTION OF AGREEMENT

Under this agreement, the BPA holder shall conduct pre-award assessments/surveys, financial reviews, host country contracting capability assessments, and performance audits. The above described supplies and/or services shall be provided when ordered by an authorized Contracting Officer during the specified period stated in the paragraph titled "Term of BPA".
7.4 PREVAILING TERMS AND CONDITIONS

All orders placed against BPA or IDIQ are subject to the terms and conditions of the all clauses and provisions in full text or incorporated by reference herein:

7.5 CONTRACTING OFFICER’S REPRESENTATIVE (COR)

a. The following named Contracting Officer’s Representative (COTR) at the appropriate ordering Program Office is (are) authorized to act as an official representative of the Contracting Officer. (To be specified when orders are issued)

b. The above are designated by the Contracting Officer and are authorized to act within the limitations specified herein and written restrictions specifically imposed under the terms of the order and by the Contracting Officer. This authority shall extend to the following: inspection, acceptance, or rejection of work.

c. The COR has the authority to extend the Contractor’s performance under the Call Order or Task Orders (non-funded) beyond the estimated completion date set forth in the task order. This approval will be made in writing before the original estimated completion set forth in the task order and clearly states that the extension is at no additional cost. Performance must not be extended beyond 60 calendar days from the original estimated completion date set forth in the task order.

d. This designation does not include authority to direct changes in scope, price, terms or conditions of the contract or order. The authority herein also does not include authority to execute modifications to the contract or order, which require the signature of the Contracting Officer, or to bind the Government by contract in terms of a proposed contract change.

7.6 ORDERING PROCEDURES:

1. Any purchase of services mentioned in the Scope of Work made pursuant to this agreement will be based on the rates mentioned in Section 3 Cost/Price.

2. The COR will send a written request to the contractor to offer a “task order proposal”. The contractor is requested to perform one or more of the four categories of service such as “pre-award survey/assessment” to be able to submit a “task order proposal”. The details of the “task order proposal” will be negotiated by the COR. The Call Order or Task Order Proposal should contain the following:

   - Proposed time schedule for the completion of work.
   - Pricing proposal: Number of labor days for the functional positions, and proposed other direct costs which are considered necessary for completion of work under the order.

3. No payment will be made to the contractor for the cost to perform the “pre-assessment analysis”, or to prepare, submit, and negotiate task order proposal

4. Contractor will not perform work until the Call Order or Task Order is signed by the Contracting Officer.

5. Funding will be specified on the resulting task order.
6. Individual Call Orders or Task Orders are not expected to exceed 120 days for performance. Any Call Order or Task Order awarded prior to the expiration of the base BPA or IDIQ contract shall remain valid until the Call Order or Task Order is completed.

7.7 TERM OF BPA or IDIQ

The Master BPA or Base IDIQ will expire one year after the award date but may be extended for up to an additional 2 each, one year option periods thereafter. The maximum length of time of the BPA or IDIQ is 3 years from the effective date of the BPA or IDIQ. The effective date is anticipated to be on or about TBD.

7.8 OPTION TO EXTEND THE TERM OF THE BPA

The Government may extend the term of the Master BPA or Base IDIQ by written notice to the Contractor at any time prior to the expiration of the Mater BPA or base IDIQ, provided, that the Government shall give the Contractor a preliminary written notice of its intent to extend at least 30 days before the Master BPA or Base IDIQ expires. The preliminary notice does not commit the Government to an extension.

If the Government exercises this option, the extended Master BPA or Base IDIQ shall be considered to include this option provision.

The total duration of the contemplated Master BPA or Base IDIQ, including the exercise of any options under this clause, shall not exceed the performance period of the governing Master BPA or Base IDIQ.

7.9 OBLIGATION OF FUNDS

The BPA does not obligate any funds. Funding will be addressed on each individual task order.

The IDIQ contract does obligate funds. The amount of obligation is to be determined. After determination, the obligated amount will encompass the base period plus all options periods.

7.10 AUTHORIZED USERS

USAID/Kabul Contracting Officer is the only authorized user to place orders under the BPA or IDIQ.

7.11 INSPECTION AND ACCEPTANCE

Inspection and acceptance shall be accomplished as follows: The Government for all services furnished under any resulting order hereby designates the COR as the point of final inspection and acceptance.

7.12 NONPERSONAL SERVICES

a. In performance of this contract, the BPA or IDIQ contract holder will provide support in the form of services required by program offices to support management of their overall mission. This will be based upon the order's Statement of Work (SOW) for the specific effort. Orders will be formally issued to the BPA or IDIQ contract holder as opposed to individual BPA or IDIQ contract holder employees.

b. The services required under the Agreement (BPA) or Contract (IDIQ) constitute professional and management services within the definition provided by FAR 37.201. Under the Agreement (BPA) or the IDIQ contract, the Government will obtain professional services, which are essential to the US Agency
for International Development/Kabul mission but not otherwise available within US Agency for International Development/Kabul.

c. The Government will neither supervise BPA or IDIQ contract holder employees nor control the method by which the BPA or IDIQ contact holder performs the required tasks. Under no circumstances shall the Government assign tasks to, or prepare work schedules for, individual BPA or IDIQ contract holder employees. It shall be the responsibility of the BPA or IDIQ contract holder to manage their employees and to guard against any actions that are of the nature of personal services, or give the perception of personal services. If the BPA or IDIQ contract holder feels that any actions constitute, or are perceived to constitute personal services, it shall be the BPA or IDIQ contract holder's further responsibility to notify the Contracting Officer immediately.

d. These services shall not be used to perform work of a policy/decision making or management nature but may inform it. That is all decisions relative to programs supported by BPA or IDIQ contract holders will be the sole responsibility of the Government. Support services will not be ordered to circumvent personnel ceilings, pay limitations, or competitive employment procedures.