

SOLICITATION DOCUMENT



MONITORING FINANCIAL CONTROLS & CAPACITY BUILDING WITHIN THE PALESTINIAN MOF

SOLICITATION NO. SIS400-13-Q-2510131

American Consulate General
General Services Office – Procurement
4 Hagalgal Street
Talpiot, Jerusalem

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SF-18 coversheet



SF 18.pdf

A. PRICES

CONTRACT TYPE

The Contractor shall perform all work required in Section B. This is a firm fixed price contract. The hourly rates stated in this contract shall include all direct and indirect costs, insurance, overhead, general and administrative expense, and profit.

BASE YEAR

SERVICES	ESTIMATED HOURS	HOURLY RATE (NIS)	CEILING PRICE (NIS)
Auditing Services	1920		
VAT _____			
Total Amount for Base Year			NIS

1st OPTION YEAR

SERVICES	ESTIMATED HOURS	HOURLY RATE (NIS)	CEILING PRICE (NIS)
Auditing Services	1920		
VAT _____			
Total Amount for 1st Option Year			NIS

2nd OPTION YEAR

SERVICES	ESTIMATED HOURS	HOURLY RATE (NIS)	CEILING PRICE (NIS)
Auditing Services	1920		
VAT _____			
Total Amount for 2nd Option Year			NIS

GRAND ESTIMATED TOTAL OF THE CONTRACT

TOTAL ESTMATED AMOUNT FOR BASE YEAR	NIS
TOTAL ESTMATED AMOUNT FOR 1ST OPTION YEAR	NIS
TOTAL ESTMATED AMOUNT FOR 2nd OPTION YEAR	NIS
GRAND TOTAL (INCLUDING VAT)	NIS

SECTION B

STATEMENT OF WORK

BACKGROUND

The US Government (USG) will provide assistance funds to the Palestinian Authority (PA) for agreed-upon projects as a part of a larger Palestinian Security Sector Reform Project. (Exhibit A - Framework Agreement and Exhibit B - Implementation Letter No.1,1A, 1B and 1C attached).

OBJECTIVE

The USG's objective is to provide assistance to the Palestinian Authority for security sector reform. Part of the assistance will be provided directly to the Ministry of Finance (MoF) for agreed-upon projects, in conformity with the Framework Agreement and Implementation letters. These implementation letters require PA acceptance of the work of the auditing firm.

The USG wishes to ensure that the Palestinian Authority through Ministry of Finance and Ministry of Public Works and Housing implements these projects in compliance with the requirements contained in the Framework Agreement and Implementation Letters No. 1,1A, 1B and 1C, so it wishes to employ an auditing firm to monitor on a monthly basis all expenditures of the established sub-account for the associated projects and other agreed upon procedures related to the mentioned ministries.

STATEMENT OF WORK

This Statement of Work consists of two tasks. These tasks are intended to help the USG ensure that the Palestinian Authority implements its U.S. Government (USG)-funded projects in compliance with the requirements contained in the Framework Agreement and Implementation Letter Nos. 1/1A, 1B and 1C

TASK ONE: Monitor on a monthly basis the transactions related to all projects.

The auditing firm will perform the following agreed upon procedures in accordance with the "International Standards on Related Services 4400: Engagements to Perform Agreed-Upon Procedures Regarding Financial Information." This review will begin with the January 2013 accounts.

- Review the bank statement(s) for all Ministry of Finance sub-account(s) associated with USG assistance originating with the Bureau of International Narcotics & Law Enforcement Affairs (INL), of the U.S. Department of State, and channeled through the Framework Agreement to determine amounts disbursed and amounts received during each month.

- For all transactions from the sub-account:
 - review documentary evidence to support the validity of the transaction; and
 - verify the proper authorization of the transaction by the MoF.

- For all payment transactions:
 - verify that disbursements were made to the intended recipients;
 - verify whether these recipients were approved (Vetted) prior to the awarding of contracts by the USG;
 - Check the validity of the supporting documents for all payments; including the contractor's zero VAT tax invoices, project's disbursement voucher issued by the Ministry of Public Works and Housing, as well as Consulate's approval on the payments;
 - verify whether the MoF complied with all material aspects of the related Implementation Letter(s) co-signed by the USG and Palestinian Authority;
 - verify the proper recording of the transaction in the accounting system according to appropriate accounting procedures; and,
 - verify whether all transactions that should be reported for each month were actually reported in the monthly expenditure statement.

The auditing firm will produce and deliver written audit reports (1-2 pages) monthly to the USG summarizing its review under this task, and report accordingly on the procedures performed and results noticed. This report should also include recommendations (if any) regarding accounting system practices and internal controls.

- **TASK TWO: Monitor on a monthly basis the agreed upon procedures related to Ministry of Finance (Project Implementation Unit and General Supplies Department) and Ministry of Public Works and Housing.**

Agreed Upon Procedures / Project Implementation Unit (PIU)

- Obtained the employees' files and verify the existence of signed contracts, copy of the IDs, Consulate's approval of the appointment, Consulate's vetting approval and the Minister of Finance approval on the appointment;
- Verify the approval of Consulate on the payment of salaries to the approved employees;
- Inquire about and review the existence of properly signed and approved time sheets;
- Trace disbursements made to those approved employees to the bank statements; and validate that disbursements were actually paid to such employees.
- Verify that the disbursements were made in New Israeli Shekel (NIS) and on monthly basis;
- Verify that the amounts approved by Consulate are the same as those transferred to the employees;

- Verify the proper recording of the transaction in the accounting system according to appropriate accounting procedures; and
- Verify whether all transactions that should be reported for each month have actually been reported in the monthly expenditure statement.
- Verify the approval of the Consulate on payments related to IL44 for PIU expenses.
- Review PIU cars files and verify the proper usage (mileage and fuel consumption log sheets, usage for the purpose by the right employees for the benefit of the Framework agreement projects, etc.).

Agreed Upon Procedures / General Supplies Department

The following audit procedures will be performed, on monthly basis, on a sample of transactions at PIU and the relevant departments at MoF, as appropriate:

- At General Supplies department, review the files of a sample of tenders processed during the month and perform the following:
- Confirm that tender invitations have been announced through local news papers or distributed to more than 15 bidders.
- Verify that tender documents collection fee did not exceed NIS 500.
- Verify whether INL approval had been obtained on any change in tender documents as a result of the site visit and pre-bid meeting before the change is added to the minutes of the pre-bid meeting.
- Verify whether minutes of the pre-bid meeting had been signed by the bidder and submitted with the bidder's offer. Any unsigned offer should be disqualified.
- Confirm that a minimum of three offers were available in the bid opening session. In case fewer than three offers were received in the re-bidding, check whether INL approval was obtained.
- Check whether a bank bond had been submitted by the winning tenderer in case a down payment was requested. Confirm that a zero-VAT invoice was submitted by the contractor for this down payment request.
- Confirm that progress payment requests had been paid to the contractor within 45 days from the date of submittal by the PIU.
- If project had been completed, confirm that final payment had been effected within 60 days from the completion date certified by the Project Manager.
- In case of delays in completion date, confirm that penalties had been imposed on the contractor at a daily rate of 0.1% of the contract value and that the total imposed penalties did not exceed 10% of the final contract value. Delay justification report signed by officially assigned committee should be present incase contractor was not penalized.
- Verify submission of various types of required bonds/bank guarantees by contractors as required in the tender documents.
- Verify whether agreements signed with Suppliers include certain anti-terrorism language (mandatory clauses).

- Verify whether these suppliers were approved (Vetted) prior to the awarding of contracts by the USG;
- Verify whether suppliers were evaluated before the submission of final payment.
- Verify whether suppliers have submitted pricing for all the items requested in a tendering document. Partially priced submissions should be disqualified.

Agreed Upon Procedures / Ministry of Public Works and Housing

The following audit procedures will be performed, on monthly basis, on a sample of transactions at the various departments at the Ministry of Public Works and Housing (MOPWH), the PIU and the relevant departments at MoF, as appropriate:

At MOPWH, review the files of a sample of tenders processed during the month and perform the following:

- Confirm that tender invitations had been distributed to more than 15 bidders.
- Verify that tender documents collection fee did not exceed NIS 500.
- Verify whether INL approval had been obtained on any change in tender documents as a result of the site visit and pre-bid meeting before the change is added to the minutes of the pre-bid meeting.
- Verify whether minutes of the pre-bid meeting had been signed by the bidder and submitted with the bidder's offer.
- Confirm that a minimum of three offers were available in the bid opening session. In case fewer than three offers were received in the re-bidding, check whether INL approval was obtained before convening the bid opening session.
- Confirm that the price of the lowest bid is not less than the cost estimate by 20% or more. In case price was lower; verify whether INL approval was obtained.
- Check whether a bank bond had been submitted by the winning tenderer in case a down payment was requested. Confirm that a zero-VAT invoice was submitted by the contractor for this down payment request.
- Verify whether the contractor had submitted a monthly progress payment request and that such request had been verified by the Field Engineer.
- Confirm that progress payment requests had been paid to the contractor within 45 days from the date of submittal by the Field Engineer.
- If project had been completed, confirm that final payment had been effected within 60 days from the completion date certified by the Project Manager.
- In case of delays in completion date, confirm that penalties had been imposed on the contractor at a daily rate of 0.1% of the contract value and that the total imposed penalties did not exceed 10% of the final contract value.
- Review a sample of change orders (Variation order) and assess its management procedures in the PIU and MOPWH.

- Verify submission of various types of required bonds/bank guarantees by contractors as required in the tender documents.
- Verify whether these suppliers were approved (Vetted) prior to the awarding of contracts by the USG;
- Check whether agreements signed with contractors include certain anti-terrorism language (mandatory clauses).
- Verify whether contractors were evaluated before the submission of final payment.

The auditing firm will produce and deliver written audit reports (1-2 pages) monthly to the USG summarizing its review under this task, and report accordingly on the procedures performed and results noticed. This report should also include recommendations (if any) regarding accounting system practices and internal controls.

Agreed Upon Procedures / MoPWH, MoF/PIU

The following audit procedures will be performed, on quarterly basis, on a sample of transactions at the various departments at the Ministry of Public Works and Housing (MOPWH), the PIU and the relevant departments at MoF, as appropriate:

- Review quality assurance procedures followed by MOPWH to confirm that contracted work had been performed at the agreed quality.
- Review of Documents control and flow procedures among the MoF, PIU and MOPWH.
- Review of non-compliance reports received by the PIU and verify how these non-compliances were resolved.
- Verify on scope basis the efficiency of payment process for Contractors Working on Framework agreement projects. On a sample of payments made during the period, verify whether the following processes have been completed within 45 days from the time the Ministry of Public Works and Housing (MOPWH) Project Manager checks/approves Contractor's Request and transmits to MOPWH office in Ramallah until payment is made to Contractor by MoF. If the process takes longer than 45 days, assess reasons for and areas of delay:
- MOPWH and MoF auditors review/approve documents and ensure tax status is satisfactory (no VAT should be included in price).
- The approved payment request is sent to MOPWH Deputy Minister for certification, then to the Director General of the MoF's International Relations and Projects Department.
- MoF engineers review payment request.
- INL approval on payment request.
- MoF pays contractor.

ROLES AND RESPONSIBILITIES

The auditing firm will report to the INL Office within the US Consulate General in Jerusalem. The firm will work most closely with the Project Monitoring Unit staff responsible for the financial accounting and monitoring of USG-funded projects.

ORDERING

The Contracting Officer Representative (COR) will be the Deputy Director, within the Bureau of International Narcotics and Law Enforcement (INL) Section of the US Consulate General. He shall provide technical direction to the Contractor. The Contractor shall direct all communications regarding services to the COR or the Contracting Officer. Communications from other Government representatives under this contract should be discouraged by the Contractor. Actions taken by the Contractor from directions received from other than the COR or the Contracting Officer are at his own risk. The Government will not pay for work performed by the Contractor unless authorized in writing by the Contracting Officer and/or the COR.

DELIVERY

Requests for services will be issued to the Contractor by email, or courier. Responses to these requests for services are to be delivered to the COR at the U.S. Consulate in the appropriate format. Preliminary responses may be sent via or email, but all original documents are to be sent via courier or postal service.

REPORTS

All reports and correspondence are to be in English.

SECTION C. INSPECTION AND ACCEPTANCE

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:

<http://www.arnet.gov/far> or, <http://farsite.hill.af.mil/search.htm>

These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Dept. of State Acquisition Website at <http://www.statebuy.state.gov> to see the links to the FAR. You may also use an Internet “search engine” (e.g., Yahoo, Excite, Alta Vista, etc.) to obtain the latest location of the most current FAR.

52.246-6 INSPECTION-TIME-AND-MATERIAL AND LABOR-HOUR (MAY 2001)

D. DELIVERIES AND PERFORMANCE

D.1 PERIOD OF PERFORMANCE

The period of performance is 12 months with an option to renew the contract on monthly basis for a period of 2 years.

52.252-2 CLAUSES INCORPORATED BY REFERENCE (JUN 1988)

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:

<http://www.arnet.gov/far> or, <http://farsite.hill.af.mil/search.htm>

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52.242-15 STOP-WORK ORDER (AUG 1989)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

- (a) The Government may extend the term of this contract by written notice to the Contractor within the performance period of the contract or within 30 days after funds for the option month become available, whichever is later.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 3 year.

E. CONTRACT ADMINISTRATION DATA

E.1. CONTRACTING OFFICER'S REPRESENTATIVE.

652.242-70 CONTRACTING OFFICER'S REPRESENTATIVE (COR) (AUG 1999)

(a) The Contracting Officer may designate in writing one or more Government employees, by name or position title, to take action for the Contracting Officer under this contract. Each designee shall be identified as a Contracting Officer's Representative (COR). Such designation(s) shall specify the scope and limitations of the authority so delegated; provided, that the designee shall not change the terms or conditions of the contract, unless the COR is a warranted Contracting Officer and this authority is delegated in the designation.

(b) The COR for this contract will be the Deputy Director, within the Bureau of International Narcotics and Law Enforcement (INL) Section of the US Consulate General.

E.2 INVOICING AND PAYING INSTRUCTIONS

652.232-70 PAYMENT SCHEDULE AND INVOICE SUBMISSION (FIXED-PRICE) (AUG 1999)

a. The Contractor shall submit his invoice (original copy) to the designated billing address indicated in this contract. The COR will determine if the invoice is complete and proper as submitted. The COR also will determine if billed services have been satisfactorily performed. If the amount billed is incorrect, the COR will, within seven days, request the Contractor to submit a revised invoice.

b. The Contractor shall specifically identify the last invoice as "Final Invoice." The final invoice shall include the remaining payments due under the basic contract and any and all modifications issued. The final invoice should also attach a "Contractor's Release Certificate". The Contractor should keep one copy of the certificate for its files and include the others with each copy of the final invoice. If the Contractor has any questions regarding payment status, he shall contact the COR.

c. Contractor shall mail the invoices to:

US Consulate General
18 Agron Road
Jerusalem 94190
Attn: INL

E.3. The contractor shall show Value Added Tax (VAT) as a separate item on invoices submitted for payment.

F. SPECIAL CONTRACT REQUIREMENTS

F.1 PERMITS

Without additional cost to the Government, the Contractor shall obtain all permits, licenses, and appointments required for the prosecution of work under this contract.

F.2 RELEASE OF INFORMATION

All information furnished to the Contractor and developed by the Contractor in connection with this transaction shall be considered privileged. The Contractor shall make no public announcements, including news or press releases about this contract.

SECTION G - CONTRACT CLAUSES

These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Dept. of State Acquisition Website at <http://www.statebuy.state.gov> to see the links to the FAR. You may also use an Internet “search engine” (e.g., Yahoo, Excite, Alta Vista, etc.) to obtain the latest location of the most current FAR.

FAR 52.212-4 CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (DEC 2012), is incorporated by reference. (See SF-1449, block 27a).

- 52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUB-CONTRACT AWARDS
- 52.223-18 ENCOURAGING CONTRACTOR POLICIE TO BAN TEXT MESSAGING WHILE DRIVING (AUG 2011) (E.O. 13513).
- 52.232-29 TERMS FOR FINANCING OF PURCHASES OF COMMERCIAL ITEMS (Feb 2002)
- 52.204-9 PERSONAL IDENTIFICATION VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2006)
- 52.213-4 TERMS AND CONDITIONS - SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL ITEMS) (FEB 2006)
- 52.222-50 COMBATTING TRAFFICKING IN PERSONS (FEB 2009)
- 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUNE 2008)
- 52.225-14 INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT (FEB 2000)
- 52.227-17 RIGHTS IN DATA SPECIAL WORKS (JUN 1987)
- 52.228-4 WORKERS' COMPENSATION AND WAR-HAZARD INSURANCE OVERSEAS
- 52.232-7 PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR HOUR CONTRACTS (AUG 2005)
- 52.232-24 PROHIBITION OF ASSIGNMENT OF CLAIMS (JAN 1986)
- 52.232-25 PROMPT PAYMENT (OCT 2003)
- 52.233-1 DISPUTES (JUL 2002) ALT I (DEC 1991)
- 52.243-3 CHANGES – TIME AND MATERIALS OR LABOR HOURS (SEP 2000)
- 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (FEB 2006)
- 52.249-4 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (SERVICES) (SHORT FORM) (APR 1984)
- 52.249-6 TERMINATION (COST REIMBURSEMENT) (MAY 2004) (ALT IV) (SEP 1996)
- 652.237-71 IDENTIFICATION/BUILDING PASS (APR 2004)

(End of clause)

**ADDENDUM TO CONTRACT CLAUSES FAR AND DOSAR CLAUSES NOT PRESCRIBED
IN PART 12**

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:

<http://acquisition.gov/far/index.html> or, <http://farsite.hill.af.mil/search.htm>

These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Dept. of State Acquisition Website at <http://www.statebuy.state.gov/> to see the links to the FAR. You may also use an Internet “search engine” (such as, Yahoo, Excite, Alta Vista, etc.) to obtain the latest location of the most current FAR.

THE FOLLOWING DOSAR CLAUSES ARE PROVIDED IN FULL TEXT:

CONTRACTOR IDENTIFICATION (JULY 2008)

Contract performance may require contractor personnel to attend meetings with government personnel and the public, work within government offices, and/or utilize government email.

Contractor personnel must take the following actions to identify themselves as non-federal employees:

- 1) Use an email signature block that shows name, the office being supported and company affiliation (e.g. “John Smith, Office of Human Resources, ACME Corporation Support Contractor”);
- 2) Clearly identify themselves and their contractor affiliation in meetings;
- 3) Identify their contractor affiliation in Departmental e-mail and phone listings whenever contractor personnel are included in those listings; and
- 4) Contractor personnel may not utilize Department of State logos or indicia on business cards.

(end of clause)

652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)

(a) The contractor warrants the following:

(1) That it has obtained authorization to operate and do business in the country or countries in which this contract will be performed;

(2) That it has obtained all necessary licenses and permits required to perform this contract; and,

(3) That it shall comply fully with all laws, decrees, labor standards, and regulations of said country or countries during the performance of this contract.

(b) If the party actually performing the work will be a subcontractor or joint venture partner, then such subcontractor or joint venture partner agrees to the requirements of paragraph (a) of this clause.

FAR CLAUSES PROVIDED IN FULL TEXT

II. CLAUSES FROM DEPARTMENT OF STATE ACQUISITION REGULATION

652.228-70 INDEMNIFICATION (JUL 1988)

The Contractor expressly agrees to indemnify and to save the Government, its officers, agents, servants, and employees harmless from and against any claim, loss, damages, injury, and liability, however caused, resulting from or arising out of the Contractor's fault or negligence in connection with the performance of work under this contract. Further, any negligence or alleged negligence of the Government, its officers, agents, servants, or employees, shall not bar a claim for indemnification unless the act or mission of the Government, its officer, agents, servants, or employees is the sole competent, and producing cause of such claim, loss, damage, injury, or liability.

652.229-71 PERSONAL PROPERTY DISPOSITION AT POSTS ABROAD (AUG 1999)

Regulations at 22 CFR Part 136 require that U.S. Government employees and their families do not profit personally from sales or other transactions with persons who are not themselves entitled to exemption from import restrictions, duties, or taxes. Should the contractor experience importation or tax privileges in a foreign country because of its contractual relationship to the United States Government, the contractor shall observe the requirements of 22 CFR Part 136 and all policies, rules, and procedures issued by the chief of mission in that foreign country.

652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)

(a) The contractor warrants the following:

- (1) That it has obtained authorization to operate and do business in the country or countries in which this contract will be performed;
- (2) That it has obtained all necessary licenses and permits required to perform this contract; and,
- (3) That it shall comply fully with all laws, decrees, labor standards, and regulations of said country or countries during the performance of this contract.

(b) If the party actually performing the work will be a subcontractor or joint venture partner, then such subcontractor or joint venture partner agrees to the requirements of paragraph (a) of this clause.

652.243-70 NOTICES (AUG 1999)

Any notice or request relating to this contract given by either party to the other shall be in writing. Said notice or request shall be mailed or delivered by hand to the other party at the address provided in the schedule of the contract. All modifications to the contract must be made in writing by the contracting officer.

SECTION H

LIST OF ATTACHMENTS

EXHIBIT A – Framework Agreement Between the United States of America and the Palestinian Authority, dated August 2, 2007



Framework Agmt
Signed 2 Aug 07.pdf

EXHIBIT B – Implementation Letter No. 1, 1A, 1B, and 1C.



Implementation
Letter No1.pdf



Walles-Fayyad (s)
IL-1A, 11 Aug 09.pdf



Rubinstein- Fayyad
IL 1 B (S) Dec. 27.pdf



IL1C (s) Aug. 8 12
.pdf

SECTION I- INSTRUCTION ON HOW TO SUBMIT A QUOTATION

I.1 SUBMISSION OF QUOTATIONS

This solicitation is for the performance of the services described in Section B.

Summary of Instructions

Each quotation must consist of the following physically separate volumes:

Volume	Title	# of Copies
1	Executed Standard Form 18 and Completed Section A	2
2	Management Information	2

Submit the complete quotation to the address on SF 18.

The quoter shall state any deviations, exceptions, or conditional assumptions taken regarding this solicitation and explain/justify them in the appropriate volume of the offer.

1. Volume 1 shall contain complete pricing schedules as identified in Section A, including an hourly rate of professional hours, travel expenses, overhead, G&A, profit, subcontractor costs, reproduction costs and all other costs related to the services required to perform the work described in Section B of this request for quotations.
2. Volume 2 shall include information demonstrating the quoter's ability to perform including:
 - (A) Evidence that the quoter operates an established business with a permanent address and telephone listing; and can perform in the West Bank.
 - (B) List of clients, demonstrating prior experience in financial auditing services with relevant past performance information and references;
 - (C) Any special training the consultant may have in monitoring and auditing programs.
 - (D) Evidence that the quoter has all licenses and permits required by local law (see DOSAR 652.242-73 in Section G).
 - (E) Comparative standing of the quoter in the finance profession, indicated by reputation and rating, as given in any professional rating service available.
 - (F) The contractor shall have well-qualified, certified professionals with experience in finance and auditing. All staff working on the project must be fluent in English and in Arabic.

I.2 Submit the complete quotation to the following address:

US Consulate General
4 Hagalgal St.
Talpiot, Jerusalem

Attn: Contracting Officer
Ref: RFQ SIS400-13-Q-2510131

Quotations submitted after the due date and time indicated on the SF-18 cover sheet may not be considered.

I.3 FAR 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates the following provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at:

<http://www.arnet.gov/far/> or <http://farsite.hill.af.mil/search.htm>

These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use of an Internet "search engine" (such as Yahoo, Infoseek, Alta Vista, etc.) to obtain the latest location of the most current FAR.

52.214-34 Submission of Offers in the English Language (APR 1991)
52.215-1 Instructions to Offerors—Competitive Acquisition (JAN 2004)

I.4 SOLICITATION PROVISIONS INCORPORATED BY FULL TEXT

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Labor-Hour purchase order resulting from this solicitation.

52.233-2 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Management Officer, US Consulate General, Jerusalem.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

I.5 FINANCIAL STATEMENT

If asked by the Contracting Officer, the offeror shall provide a current statement of its financial condition, certified by a third party, that includes:

Income (profit-loss) Statement that shows profitability for the past 2 years;

Balance Sheet that shows the assets owned and the claims against those assets, or what a firm owns and what it owes; and

Cash Flow Statement that shows the firm's sources and uses of cash during the most recent accounting period. This will help the Government assess a firm's ability to pay its obligations.

The Government will use this information to determine the offeror's financial responsibility and ability to perform under the contract. Failure of an offeror to comply with a request for this information may cause the Government to determine the offeror to be nonresponsible.

SECTION J – EVALUATION CRITERIA

J.1 Award will be made to the lowest priced, technically acceptable and responsible. The Government reserves the right to reject quotations that are unreasonably low or high in price.

The lowest price will be determined by evaluating the hourly rate given in Section A of this solicitation. Acceptability will be determined by assessing the offeror's compliance with the terms of the RFQ. Responsibility will be determined by analyzing whether the apparent successful quoter complies with the requirements of FAR 9.1, including:

- ability to comply with the required performance period, taking into consideration all existing commercial and governmental business commitments;
- satisfactory record of integrity and business ethics;
- necessary organization, experience, and skills or the ability to obtain them;
- necessary equipment and facilities or the ability to obtain them; and
- otherwise qualified and eligible to receive an award under applicable laws and regulations.

J.2 The following FAR provision is provided in full text:

SEPARATE CHARGES

Separate charges, in any form, are not solicited. For example, any charges for failure to exercise an option are unacceptable.

**SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER
STATEMENTS OF OFFERORS OR QUOTERS**

K.1 52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

"Common parent", as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)", as used in this provision, means the number required by the IRS to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision in order to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325 (d), reporting requirements of 26 USC 6041, 6041A, and 6050M and implementing regulations issued by the Internal Revenue Service (IRS). If the resulting contract is subject to the reporting requirements described in FAR 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) 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 USC 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.

(d) 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 U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(e) 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 _____

(f) Common Parent.

___ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this clause.

___ Name and TIN of common parent;

Name _____

TIN _____

(End of provision)

K.2 52.204-6 CONTRACTOR IDENTIFICATION NUMBER -DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (OCT 2003)

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “DUNS” or “DUNS+4” followed by the DUNS number or DUNS+4 that identifies the offeror’s name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet Information Services. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11) for the same parent company.

If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror may obtain a DUNS number-

If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or

If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

Company legal business name.

Tradestyle, doing business, or other name by which your entity is commonly recognized.

Company physical street address, city, state and Zip Code.

Company mailing address, city, state and Zip Code (if separate from physical)

Company telephone number

Date the company was started.

Number of employees at your location.

Chief executive officer/key manager.

Line of business (industry)

Company Headquarters name and address (reporting relationship within your entity).

K.3 52.204-8 Annual Representations and Certifications (Jan 2006)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 54199.

(2) The small business size standard is \$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 (c) 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 (c) 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 (c) applies.

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

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

FAR Clause #	Title	Date	Change
_____	_____	_____	_____

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)

If the offeror does not fill-in the blanks below, the official who signed the offer will be deemed to be the offeror's representative for Contract Administration, which includes all matters pertaining to payments.

Name: _____

Address: _____

Telephone Number: _____

K.4 DEFENSE BASE ACT INSURANCE – COVERED CONTRACTOR EMPLOYEES

(a) Bidders/Offerors shall indicate below whether or not any of the following categories of employees will be employed on the resultant contract, and, if so, the number of such employees:

Category	Yes/No	Number
(1) United States citizens or residents		
(2) Individuals hired in the United States, regardless of citizenship		
(3) Local nationals or third country nationals where contract performance takes place in a country <u>where there are no</u> local workers' compensation laws		Local nationals: _____ Third Country Nationals: _____
(4) Local nationals or third country nationals where contract performance takes place in a country where there <u>are</u> local workers' compensation laws		Local nationals: _____ Third Country Nationals: _____

(b) If the bidder/offeror has indicated “yes” in block (a)(4) of this provision, the bidder/offeror shall submit, as part of its offer, a statement that indicates that such local nationals and/or third country nationals will be provided workers’ compensation coverage against the risk of work injury or death under a local workers’ compensation law. For those employees, the bidder/offeror shall also assume liability toward the employees and their beneficiaries for war-hazard injury, death, capture, or detention, in accordance with the clause at FAR 52.228-4.

(a) If the bidder/offeror has indicated “yes” in blocks (a)(1), (2), or (3) of this provision, the bidder/offeror shall compute Defense Base Act insurance costs covering those employees pursuant to the terms of the contract between the Department of State and the Department’s Defense Base Act insurance carrier at the rates specified in DOSAR 652.228-74. If DOSAR provision 652.228-74 is not included in this solicitation, the bidder/offeror shall notify the contracting officer before the closing date so that the solicitation can be amended accordingly.