



REQUEST FOR PROPOSALS (RFP)

To: Offerors
From: Creative Associates International, Inc./ Mali PSR
Subject: Request for Proposal (RFP) No. RFP-CAI-PSR-0586

Audit of the 2018 - 2020 Financial Statements of Creative Associates International, Mali (Mali Peacebuilding, Stabilization, and Reconciliation (Mali PSR) Project)

Performance Period: August 2 – September 30, 2021
RFP Issue Date: 1 July 2021
RFP Closing Date: 14 July 2021
RFP Closing Time: 4:00 PM – Local Time, Bamako
Reference: USAID Contract # 720-68818-18-C-00002

Enclosed is a Request for Proposals (RFP). Creative invites qualified firms and organizations to submit a best-price proposal for the audit of Creative's financial statements. This work will be funded under USAID Contract # **720-68818-18-C-00002**. The issuance of a subcontract is subject to availability of funds, successful negotiation of the subcontract budget and terms, and receiving USAID's Contracting Officer consent, if required. The Contract resulting from this award will be a single **firm fixed price purchase order**.

The requirements for this activity are described in the "Statement of Work" in Attachment I. Creative encourages your organization to indicate its interest in this procurement by submitting a proposal according to the instructions in Attachment II "Instructions to Offerors". Proposals will be evaluated based on the "Evaluation Criteria" in Attachment III. Creative will make an award to the responsible Offeror submitting an offer which provides best value to the project: technical merit and price will be both considered.

To be considered, Offerors should submit a complete proposal no later than the closing date and time indicated above. Offerors should ensure that the proposals are well-written in English, easy to read, follow the instructions provided and contain only requested information.

Any questions should be submitted **in writing** and emailed to procurement@crea-psr.com no later than **23 June, 2021**. **No questions will be entertained if they are received by means other than the specified email address, and any communications to alternate e-mail addresses will result in the disqualification of the bidder.** The solicitation number (listed above) should be stated in the subject line. Answers will be compiled and distributed on June 26, 2021.

To be considered, Offerors should submit a complete proposal no later than the closing date and time indicated above. Offerors should ensure that the proposals are well-written in English, easy to read, follow the instructions provided, and contain only requested information.

Proposals must be comprised of **one electronic copy** of the Technical Proposal and **one electronic copy** of the Cost/Business proposal, sent in separate e-mails, and labeled with the above-stated subject, subproject number and title. Submissions shall be delivered to procurement@crea-psr.com.

Sincerely,
Creative Procurement Department

Attachments:

Attachment I : Statement of Work	Attachment IV : Proposal Cover Letter
Attachment II : Instructions to Offerors	Attachment V : Prime Contract Flow-Down Clauses
Attachment III : Evaluation Criteria	

ATTACHMENT I: STATEMENT OF WORK AUDIT OF CREATIVE'S FINANCIAL STATEMENTS

1. Background

Creative Associates International (herein referred to as Creative), is implementing the USAID-funded Mali Peacebuilding, Stabilization and Reconciliation Project (Project de Consolidation de la Paix or PCP au Mali) which is a 5-year project (2018-2023) created to support the implementation of the Agreement for Peace and National Reconciliation and to contribute to building resilience and peacebuilding in the North, Center and South of Mali. Mali PSR is implemented by a consortium of Creative Associates International, Think Peace and the Malian Association for Survival in the Sahel across 43 municipalities predominantly in the central and northern regions of Mali (Ségou, Mopti, Timbuktu, Taoudénit, Gao, Menaka and Kidal). The project works with communities to address the following key factors: conflict mitigation and management, promoting inclusive governance, strengthening civic engagement, and empowering young people.

In April 2020, the project pivoted and expanded its program mandate and geographic scope in to address two concurrent and urgent challenges in Mali. First, to support the efforts of the Malian government to mitigate the impact of COVID-19 and flatten the curve in Mali PSR's 43 communes, Bamako, Koulikoro, Sikasso and Kayes. Since then, Mali PSR has been implementing a series of activities to address the immediate needs and the second order effects of the COVID-19 pandemic. Second, following the coup in August 2020 and the establishment of a transitional government in Mali, Mali PSR has been tasked to begin supporting the democratic transition process as Mali prepares to hold elections in 2022. Mali PSR will begin to focus program efforts on ensuring that good governance and long-term development, stabilization and peacebuilding objectives are upheld in the transition process.

2. Purpose

The objective of the present audit of the Mali PSR financial statements is to enable the auditors to express a professional opinion on the financial position of Creative Associates International, Mali Office and both implementing partners at the end of fiscal year 2018, 2019 and 2020 on funds received and expenditures incurred for the relevant accounting period.

The audit will be carried out in accordance with the relevant International Standards of Auditing (ISA 800) as well as USGAAP (United States General Accepted Accounting Principles) and any such tests and controls as the auditor may consider necessary.

Creative seeks to contract with an auditing firm that is registered with the Malian tax office. The firm should have relevant experience in accounting and auditing of organizations funded by donor agencies such as USAID.

3. Scope of Work.

The specific tasks as outlined below will be carried out by selected audit firm.

- Conduct an audit in accordance with ISA 800 and USGAAP, with particular attention paid to whether:
 - All funds have been utilized in accordance with the terms and conditions of the agreement with USAID and only for the purposes for which the funds were provided.
 - Appropriate supporting documents, records and books of accounts relating to all project activities have been kept.
 - Annual financial statements (Balance Sheet, Statement of Income & Expenditures and the Statement of Cash Flow) are in agreement with the books of accounts maintained as per the agreed accounting procedures and are in accordance with the applicable accounting standards.
- Examine, assess and report whether the execution of the Mali PSR project has complied with the rules and conditions governing the use of funds as expressed in the sub-contract agreement with Creative and applicable laws and regulations regarding accounting and taxes.
- Report on whether partners AMSS and Think Peace have kept proper accounting records, whether their financial reports are in agreement with records, and assess the partners' handling of liquid assets;
- Confirm that expenses and documentation are correct and are in accordance with the books of Mali PSR;

- Express an opinion whether the financial statements (Balance Sheet, Statement of Income & Expenditures and the Statement of Cash Flow) of the project have given a true and fair view of the activities of the project for the period April 2018 to December 2020.
- The auditor shall submit a management letter, which shall contain the audit findings made during the audit process and review the management and internal control system of the project and both partners.
- The auditor shall report any missing supporting documentation

4. Audit Deliverables.

A. Audit Report

The audit report shall include the following:

- Expression of an opinion on whether the financial statements present fairly the expense incurred by the country programs over a specified period in accordance with the accounting policies and procedures and that the expenses incurred were:
 - in conformity with the approved project budgets;
 - for the approved purposes of the projects;
 - in compliance with the relevant regulations and rules of OHADA company law and policies and procedures of the Organization and USAID; and
 - supported by properly approved vouchers and other supporting documents.
- The audit standards that were applied (ISAs, or national standards that comply with one of the ISA in all material respects).
- The period covered by the audit opinion.
- The amount of expenses audited.
- Expression of an opinion on the value and existence of the country programs' statement of assets and equipment as at a given date. This statement must include all assets and equipment available as at September 30, 2020.

B. The Management Letter:

In addition to the audit report, the auditor will also be required to provide a management letter summarizing the observations on the accountability and internal control system. This will include but not limited to:

- Comments and observations on the accounting records, systems and controls that were examined during the course of audit, to include an audit of the 2018, 2019, and 2020 tax statements.
- Specific deficiencies and areas of weakness in systems and controls and recommendation for improvement.
- Matters that have come to the attention during the audit which might have significant impact on the implementation of the project.
- Any other matter that the auditor considers significant to report to the management.

The observations in the management letter must be accompanied by the implications, suggested recommendations from the auditors and the management comments on the observations/ recommendations.

5. Tentative Audit Schedule

Approximate Date	Audit Framework
July 5 – 9, 2021	Complete agreement with selected audit firm, having the auditor submitted revised Client Service Plan/letter of Engagement
July 12 – July 30, 2021	Audit Work
August 6, 2021	Submission of Draft Audit Report
August 13, 2021	Creative review report and provides comments/questions
August 20, 2021	Submission of Final Audit Report
August 27, 2021	Creative Review & Acceptance of audit report

6. Additional Considerations

Location: All audit activities will take place at the Creative office at: *Badalabougou, Bamako, Mali.*

Attachment II: INSTRUCTIONS TO OFFERORS

A. General Instructions

These Instructions to Offerors will not form part of the offer or of the Contract. They are intended solely to aid Offerors in the preparation of their proposals. **Read and follow these instructions carefully.**

1. The proposal and all corresponding documents related to the proposal must be written in the English language, unless otherwise explicitly allowed. Additionally, all proposals should be single-spaced with clear section headings, and be presented in the order specified in Attachment III – Evaluation Criteria.
2. Proposals must include only the Offeror's own work. No text should be copied from sources outside of your organization, unless those sources are adequately cited and credited. **If Creative determines that any part of the proposal is plagiarized from outside sources, the Offeror will be automatically disqualified.**
3. Proposals and all cost and price figures must be presented in F CFA. All prices should be gross of tax, but net of any customs duties. A firm fixed price purchase order will be issued to the successful offeror in local currency as per requirement of local Law.
4. The Offeror must state in their Proposal the validity period of their offer. The minimum offer acceptance period for this RFP is **90 days** after closing date of the RFP. If an Offeror has provided a validity period of less than 90 days, they will be asked to revise this. If the Offeror does not extend the validity period, their proposal will be rejected. Creative reserves the right not to make an award.
5. The Technical Proposal and Cost/Business Proposal **must** be kept separate from each other. Technical Proposals must not refer to cost or pricing information **at any point**. This will enable in order the technical evaluation to be made strictly based on technical merit.
6. Offerors must be licensed and authorized to conduct business in **Mali**, as evidenced by submission of a copy of a valid Business License (if registered as a for-profit company), a valid Host Government license (if registered as a non-profit organization) or a municipal license (if registered as a local vendor of goods or import-export dealer). The copy of the license must clearly show a license number, official government stamp and a date of issue and date of expiry.
7. Common ownership of Offerors shall be documented in their proposal. Creative will only accept one company bidding per RFP. If Creative determines common ownership of multiple Offerors, all will be disqualified
8. No costs incurred by the Offerors in preparing and submitting the proposal are reimbursable by Creative. All such costs will be at the Offeror's expense.
9. Responsibility Determination: Award shall only be made to "responsive" subcontractors. To make this determination, the Offeror must provide a cover letter, as provided in Attachment IV.
10. Late Offers: Offerors are wholly responsible for ensuring that their Offers are received in accordance with the instructions stated herein. A late Offer will be recommended for rejection, even if it was late as a result of circumstances beyond the Offeror's control. Late offers will only be considered at the procurement department's discretion.
11. Modification/Withdrawal of Offers: Offerors have the right to withdraw, modify or correct their offer after it has been delivered to Creative at the address stated above, and provided that the request is made before the RFP closing date.
12. Disposition of Proposals: Proposals submitted in response to this RFP will not be returned. Reasonable effort will be made to ensure confidentiality of proposals received from all Offerors. This RFP does not seek information of a highly proprietary nature, but if such information is included in the Offeror's proposal, the Offeror must alert Creative and must annotate the material by marking it "Confidential and Proprietary" so that these sections can be treated appropriately.
13. Clarifications and Amendments to the RFP: Any questions regarding this solicitation must be **emailed** to **procurement@crea-psr.com**. No questions/clarifications will be entertained if they are received by another means. Responses will be compiled and emailed to the requesting potential Offeror, and will be sent to all organizations that requested this RFP, or re-posted publicly if offered as a full and open competition.

14. Creative anticipates that discussions with Offerors will be conducted; however, Creative reserves the right to make an award without discussions. Offerors must present their best offer.
15. Eligibility of Firms – Source/Origin/Nationality: The authorized geographic code for the source and origin of the goods and services and for the nationality of our suppliers under this contract is 935. A full discussion of the source/origin/nationality requirements maybe found at 22 CFR 228 (see http://www.access.gpo.gov/nara/cfr/waisidx_02/22cfr228_02.html). Offerors whose proposals fail to meet the nationality requirements will be considered non-responsive.

Failure to agree and comply with any of the above specifications will result in the Offeror being considered unresponsive and the proposal may be rejected.

B. Submission of Proposal:

Proposals must be submitted in **two separate e-mails**:

1. E-mail 1 – Technical Proposal
2. E-mail 2 – Cost/Business proposal

Each package should be clearly labeled with the RFP number and project title.

Offerors who do not submit their technical and cost proposals separately will be automatically disqualified. Proposals must be delivered no later than the specified date/time or they will be automatically disqualified.

C. Content of Proposal:

The proposal shall be comprised of four sections:

- i. The Cover Letter (Attachment IV)
 - ii. Copy of the Offeror's Valid Business license
 - iii. The Technical Proposal
 - iv. The Cost/Business Proposal
- 1) The Cover Letter: Must be on Offeror's letterhead and MUST contain information requested in Attachment IV.
 - 2) Business License
 - 3) Technical Proposal:
 - a. Should **clearly & precisely** address theoretical and practical aspects that the Offeror has considered and will employ to carry out the statement of work.
 - b. The Technical Proposal is the opportunity for the Offeror to demonstrate that the firm is "technically capable" of implementing the activity, and should demonstrate the Offeror's understanding of and capabilities to carry out the work, and address the key issues described in the Evaluation Criteria in Attachment III.
 - c. The Technical Proposal should be divided into clearly separate sections **following the same order** of the Evaluation Criteria in Attachment III. A mis-ordered proposal that makes information hard to find will result in lower scores.
 - d. **If an Offeror submits a proposal that fails to respond to the majority of the information requested in this RFP, as outlined specifically in the statement of work and the evaluation criteria, the Offeror's proposal will be automatically disqualified.**
 - 4) The Cost/Business Proposal: must be submitted separately from the technical proposal and will primarily indicate the cost for performing the work specified in this RFP. At a minimum, the Cost/Business proposal should include the following information:
 - a. A detailed budget that provides a break-down of costs by line item. Note that any indirect/overhead costs should be listed as a separate line item in the budget and should not be built into the direct costs. **Use the budget template presented in the Evaluation Criteria, in Attachment III.**
 - b. Bidders should not use any "loaded rates" for labor. Budgets should include base labor rates only. Forms with loaded rates (i.e. inclusive of staff bonuses or any other type of financial benefit) will be rejected.
 - c. Detailed and comprehensive cost notes that provides information on each of the line items in the budget and explains why these items are needed for implementation of the activity.
 - d. If indirect rates are charged, Offerors must provide supporting computations for the allocation for indirect/overhead costs, a copy of an audit report and balance sheet, and a profit and loss (P&L)/income & expenditure / revenue & expenditure statement OR a copy of the current Negotiated Indirect Cost Rate Agreement (NICRA).

Failure to comply with any of the above points will result in the Offeror being considered "unresponsive" and the proposal may be rejected. If an Offeror provides insufficient information in their technical and/or cost proposal, Creative reserves the right to request additional information, or to request a revised proposal from the Offeror, if necessary. Creative reserves the right to make no award, or multiple awards, under this RFP.

Attachment III EVALUATION CRITERIA

Basis of Award: The award will be made to the offeror whose offer presents the Best Value: the optimal combination of technical merits and reasonable cost. Proposals will be scored on technical factors first. Only the Cost/Business proposals of those offers that surpass the minimum qualifying score of **70 points** in the technical evaluation will have their Cost/Business Proposal reviewed. Those that do not reach this qualifying score in the Technical Evaluation will be considered non-competitive and their Cost/Business proposals will not be considered.

EVALUATION CRITERIA

- 1. Technical Competence – presented in the Technical Proposal** **100 points**
Provide a clear, specific and succinct technical proposal that covers both the conceptual and practical approaches of how to achieve the objectives of this project. Specifically, please address the following, **in the order specified below:**

Item	Requirement	Points Available
Capacity to Perform	<p>Considering the Statement of Work in Attachment I, please provide at least 2 evidences for the quality of your firm's work and the quality and thoroughness of audit reports.</p> <p>Provide evidence of your ability to complete all auditing work in and submit complete reports in the time allotted.</p> <p>Firms that provide more thorough evidence of quality or work and demonstrated ability to complete timely reports will be scored more favorably than those that do not provide this evidence.</p>	30 points
Past Experience	<p>Through a short narrative, demonstrate your firm's experience with auditing donor-funded projects of a similar complexity and scope as the USAID Mali PSR project. Demonstrate your firm's understanding of relevant USAID accounting and financial management regulations and requirements, such cost principles and mandatory standard provisions. Demonstrate your firm's organizational ability to plan, implement, and support donor-funded audit programs.</p> <p>Firms that are able to provide a demonstrated understanding of past experience with donor-funded programming, and particularly with USAID programming, will be evaluated more favorably than proposals that do not take these factors into consideration.</p>	30 points
Audit Team Proposed	<p>Provide a staffing list with an appropriate mix, including the level of involvement each has in conducting the engagement (partner, team leader, manager, audit senior, audit juniors, or special expertise, etc). Provide audit and accounting qualifications and level of experience of the proposed personnel. Provide demonstrated experience in internal control and financial systems evaluation as well as institutional and organizational development assessment.</p> <p>Ensure that all team members have an up-to-date CV included in the proposal that will outline experience and credentials. Proposed teams should have an adequate number of staff on the team to complete work in a timely fashion.</p> <p>Firms that propose staff with appropriate experience in auditing donor- and USAID-funded projects will be evaluated more favorably than staffing plans that do not take these factors into consideration.</p>	20 points
Scheduling Plan	<p>Given the tight timeline to implement all work, what steps will you take to ensure that all work adheres to deadlines as stated? Scheduling plans that are more realistic, and that propose realistic timelines and mitigation plans will be evaluated more favorably than those plans that do not take these factors into consideration.</p>	10 points
Past Performance	<p>Document and summarize your proven track record of successfully implementing similar activities to include a description of similar services provided in the past and any lessons learned that will be incorporated into the activity described in this RFP.</p>	10 points
Total		100 points

If an Offeror submits a proposal that fails to respond to the majority of the information requested in this RFP, as outlined specifically in the statement of work and the evaluation criteria, the Offeror's proposal will be automatically disqualified.

2. References

Using the **exact table format provided below**, please list only the projects you have implemented within the past 3 years, a brief description of how each is relevant to this RFP and the contact details for each previous client or donor. You may also include recommendation/appreciation letters and certificates as attachments.

#	(a) Activity Title	(b) Location(s) of activity	(c) Synopsis of the activity and its relevance to this RFP	(d) Performance period (date, duration and if completed on schedule)	(e) Prime or Subcontractor?	(f) Amount for the activity	(g) Name & Contact Info (E-mail <u>and</u> phone) of client
1							
2							
3							

3. Attachments

Not Scored

You may include recommendation/appreciation letters and certificates as attachments, or any other documentation you wish to further support your proposal, **separately from the rest of the technical proposal**. Content presented here will not be scored.

4. Cost Reasonableness & Financial Capability – presented in Cost/Business Proposal. **Not Scored.**

Submit a detailed budget to carry out this work. Creative's review of the Cost Proposal shall determine if the overall costs proposed are realistic for the work to be performed, reflect a correct understanding of the project requirements, and are consistent with the Offeror's Technical Proposal. Creative will also review individual line items and determine if they are allowable, allocable and reasonable.

The following is a format for the detailed budget. The Offeror may list any reasonable, allowable and allocable cost line items, but must follow the major categories listed below, breaking down all "lump sum" items as much as reasonably possible. Any indirect/overhead costs should be listed as a separate line item in the budget and should not be built into the direct costs.

Description	Unit (day/month)	Quantity	Unit Cost	Total Price
Project Staffing				
Material and Equipment				
Administration and Services				
Total				

Cost proposals providing more direct funding towards programming outputs and local labor, instead of staff salaries and administrative or overhead costs, will be reviewed more favorably.

Submit reasonably comprehensive budget narrative/ budget notes that provides information on each of the line items in the budget and explains why these items are needed for implementation of the activity.

If indirect rates are charged, Offerors must provide supporting computations for the allocation for indirect/overhead costs, a copy of an audit report and balance sheet, and a profit and loss (P&L)/income & expenditure / revenue & expenditure statement OR a copy of the current Negotiated Indirect Cost Rate Agreement (NICRA).

Offerors that do not provide the above-required items as part of their Cost/Business proposal, that provides a proposal that represents a poor understanding of the work to be performed, or that presents unrealistic, unallowable, unallowable or unreasonable items and costs, in the reviewer's evaluation, will be considered unresponsive and may be disqualified from further consideration.

Best value determination for award

Creative will evaluate proposals on a best value basis, in accordance with the Federal Acquisition Regulations (FAR) Subpart 15.1 – Source Selection Processes and Techniques. In all solicitations, Creative will consider and conduct an evaluation based on both technical capacity and cost. The relative importance of these two factors will vary depending on the nature of the activity. In rare cases, Creative may also award to a firm other than the highest technically rated Offeror or the lowest price Offeror, in accordance with FAR 15.101-1.

Creative reserves the right to request additional supporting documentation or a revised proposal from an Offeror if insufficient information has been provided in the Offeror's technical and/or cost proposal. If the requested information is not provided, Creative has the right to disqualify the firm from further consideration.

ATTACHMENT IV
FORMAT FOR PROPOSAL COVER LETTER – TO BE PRINTED ON ORGANIZATIONAL LETTERHEAD

City, Country
<Date>

To: Creative Procurement Team

Dear Sir / Madam:

We, the undersigned, offer to undertake **RFP-CAI-PSR-0586, Audit of the 2018-2020 Financial Statements of Creative Associates International, Mali Peacebuilding, Stabilization, and Reconciliation project**, in accordance with your Request for Proposal dated **July 1, 2021** and our Technical and Cost/Business Proposal submitted herein.

Our organization's details are as follows:

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

Our proposal shall be binding upon us, subject to any modifications resulting from negotiation, up to expiration of the validity period of the proposal. We understand you are not bound to accept this or any Proposal you receive.

We also certify that our organization:

- (a) has adequate financial resources including appropriate insurance coverage to perform the work stated herein, or the ability to obtain them without delay;
- (b) is able to comply with the described delivery or performance schedule, taking into consideration all existing commitments and constraints;
- (c) has a satisfactory performance record;
- (d) has a satisfactory record of integrity and business ethics;
- (e) has the necessary technical capacity, equipment and facilities, or the ability to obtain them; and
- (f) is otherwise qualified and eligible to receive an award under applicable laws and regulations.

Sincerely,

Authorized Signature:
Name and Title of Signatory:
Date:

Attachment V

PRIME CONTRACT FLOW-DOWN CLAUSES

Work performed or supplies delivered under the Agreement resulting from this RFP is pursuant to a contract from USAID. All relevant flow-down clauses from the contract will be incorporated in the Agreement: (a) in such a manner as to make the Contractor subject to those clauses, as applicable, and (b) to the extent necessary to enable Creative to perform its' obligations under the contract to enable USAID to enforce its rights hereunder. This agreement incorporates the following Federal Acquisition Regulations (FAR) and agency regulations as applicable. To the fullest extent that these clauses flow-down or apply to the Contractor, they are incorporated herein by reference with the same force and effect as if they were given in full text. Where appropriate and applicable under these clauses, references to the "Government" shall be interpreted to mean the Creative Associates and "Contractor" to mean the Contract recipient of the Agreement resulting from this award.

Federal Acquisition Regulations (FAR) (48 CFR 1) Clauses

The following FAR Clauses are applicable to this specific subcontract, incorporated here by reference.

52.202-1	DEFINITIONS	Jul-04
52.203-3	GRATUITIES	Apr-84
52.203-5	COVENAT AGAINST CONTINGENT FEES	Apr-84
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	Sep-06
52.203-7	ANTI-KICKBACK PROCEDURES	Jul-95
52.203-8	CANCELLATION, RECISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	Jan-97
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLGAL OR IMPROPER ACTIVITY	Jan-97
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	Sep-05
52.204-2	SECURITY REQUIREMENTS	Aug-96
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	Aug-00
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHWN SUBCONTRACTING SEP 2006 WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARRMENT	Sep-06
52.215-2	AUDIT AND RECORDS –NEGOTIATION	Jun-97
52.215-8	ORDER OF RECEDENCE—UNIFORM CONTRACT FORMAT	Oct-97
52.215-11	PRICE REDCUTION FORDEFECTIVE COST OR PRICING DATA—MODIFICATION	Oct-97
52.215-13	SUBCONTRATOR COST OR PRICING DATA—MODIFICATION	Oct-97
52.215-14	INTEGRITY OF UNIT PRICES	Oct-97
52.215-15	PENSION ADJUSTMENT AND ASSET REVISIONS	Oct-04
52.215-18	REVISION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS OTHER THAN PENSIONS (PRB)	Jun-05
52.215-19	NOTIFICATION OF OWNERSHIP CHANGES	Oct-97
52.216-7	ALLOWABLE COST AND PAYMENT	Dec-02
52.216-8	FIXED-FEE	Mar-97
52.217-8	OPTION TO EXTEND SERVICES	Nov-99
52.219-14	LIMITATIONS ON SUBCONTRACTING	Dec-96

52.222-21	PROHIBITION OF SEGREGATED FACILITIES	Feb-99
52.222-26	EQUAL OPPORTUNITY	Apr-02
52.222-29	NOTIFICATION OF VISA DENIAL	Jun-03
52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	Sep-06
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	Jun-98
52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS OF THE VIETNAM ERA AND OTHER ELIGIBLE VETERANS	Sep-06
52.223-6	DRUG-FREE WORKPLACE	May-01
52.223-14	TOXIC CHEMICAL RELEASE REPORTING	Aug-03
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN	Feb-06
52.225-14	INCONSISTENCY BETWEEN ENGLISH VERSION	Feb-06
52.225-19	CONTRACTOR PERSONNEL IN A DESIGNATED OPERATIONAL AREA OR SUPPORTING A DIPLOMATIC OR CONSULAR MISSION OUTSIDE THE UNITED STATES	Mar-08
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT	Aug-96
52.227-14	RIGHTS IN DATA-GENERAL	Jun-87
52.228-3	WORKERS' COMPENSATION INSURANCE (DEFENSE BASE ACT)	Apr-84
52.228-7	INSURANCE-LIABILITY TO THIRD PERSONS	Mar-96
52.229-3	FEDERAL, STATE, AND LOCAL TAXES	Apr-03
52.229-8	TAXES-FOREIGN COST-REIMBURSEMENT CONTRACTS	Mar-90
52.230-2	COST ACCOUNTING STANDARDS	Apr-98
52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS	Apr-05
52.232-9	LIMITATION ON WITHHOLDING Or PAYMENTS INTEREST	Apr-84
52.232-17	INTEREST	Jun-96
52.232-22	LIMITATION OF FUNDS	Apr-84
52.232-23	ASSIGNMENT OF CLAIMS	Jan-86
52.232-25	PROMPT PAYMENT	Oct-03
	ALTERNATE I	Feb-02
52.232-33	PAYMENT BY ELECTRONIC FUNDS—CENTRAL CONTRACTOR REGISTRATION	Oct-03
52.232-37	MULTIPLE PAYMENT ARRANGEMENTS	May-99
52.233-1	DISPUTES	Jul-02
52.233-3	PROTEST AFTER AWARD	Aug-96
	ALTERNATE I	Jun-85
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACTO CLAIM	Oct-04
52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	Apr-84
52.242-3	PENALTIES FOR UNALLOWABLE COSTS	May-01
52.242-4	CERTIFICATION OF FINAL INDIRECT COSTS	Jan-97
52.242-14	SUSPENSION OF WORK	Apr-84
52.242-15	STOP-WORK ORDER	Apr-89
	ALTERNATE I	Apr-84
52.242-17	GOVERNMENT DELAY OF WORK	Apr-84
52.243-2	CHANGES--COST REIMBURSEMENT Alternate II (Apr 1984)	Aug-87
52.244-2	SUBCONTRACTS	Jun-07

	ALTERNATE I (<i>JUN 2007</i>)	
52.244-6	SUBCONTRACTS FOR COMMERCIAL TEMS	Sep-06
52.245-5	GOVERNMENT PROPERTY (COST-REIMBURSEMENT TIME AND MATERIALS, OR LABOR HOUR CONTRACTS)	May-04
52.246-23	LIMITATION OF LIABILITY	Feb-97
52.246-25	LIMITATION OF LIABILITY—SERVICES	Feb-97
52.247-63	PREFERENCE FOR 0.5.-FLAG AIR CARRIERS	Jun-03
52.247-64	PREFERENCE FOR PRIVATELY OWNED U.S.-FLAG COMMERCIAL VESSELS	Feb-06
52.247-67	SUBMISSION OF COMMERCIAL TRANSPORTATION BILLS TO THE GENERAL SERVICES ADMINISTRATION FOR AUDIT	Feb-06
52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	May-04
52.249-4	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (SERVICES) (SHORT FORM)	Apr-84
52.249-6	TERMINATION (COST-REIMBURSEMENT)	May-04
52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	Apr-84
52.249-14	EXCUSABLE DELAYS	Apr-91
52.253-1	COMPUTER GENERATED FORMS	Jan-91

1.) Agency for International Development Acquisitions Regulations (AIDAR) (48 CFR 7) Clauses

752.202-1	DEFINITIONS	Jan-90
752.204-2	SECURITY REQUIREMENTS	(update d)
152.209-71	ORGANIZATIONAL CONFLICTS OF INTEREST DISCOVERED AFTER AWARD	Jun-93
752.211-70	LANGUAGE AND MEASUREMENT	Jun-92
752.225-71	LOCAL PROCUREMENT	Feb-97
752.228-3	WORKER'S COMPENSATION INSURANCE (DEFENSE BASE ACT)	
752.228-7	INSURANCE-LIABILITY TO THIRD PERSONS	
752.245-70	GOVERNMENT Property-USAID REPORTING REQUIREMENTS	
752.245-71	TITLE TO AND CARE OF PROPERTY	Apr-84
752.7001	BIOGRAPHICAL DATA	Jul-97
752.7002	TRAVEL AND TRANSPORTATION	Jan-90
752.7006	NOTICES	Apr-84
752.7008	USE OF GOVERNMENT FACILITIES OR PERSONNEL	Apr-84
752.701	CONVERSION OF U.S. DOLLARS TO LOCAL CURRENCY	Apr-84
752.7011	ORIENTATION AND LANGUAGE TRAINING	Apr-84
752.7013	CONTRACTOR-MISSION RELATIONSHIPS	Oct-89
752.7014	NOTICE OF CHANGES IN TRAVEL REGULATIONS	Jan-90
752.7015	USE OF POUCH FACILITIES	Jul-97
752.7018	HEALTH AND ACCIDENT COVERAGE FOR USAID PARTICIPANT TRAINEES	Jan-99
752.7019	PARTICIPANT TRAINING	Jan-99
752.7023	REQUIRED VISA FORM FOR USAID PARTICIPANTS	Apr-84
752.7025	APPROVALS	Apr-84
752.7028	DIFFERENTIALS AND ALLOWANCES	Jul-96
752.7029	POST PRIVILEGES	Jul-93
752.7031	LEAVE AND HOLIDAYS	Oct-89
752.7033	PHYSICAL FITNESS	Jul-97
752.7034	ACKNOWLEDGEMENT AND DISCLAIMER	Dec-91
752.7035	PUBLIC NOTICES	Dec-91

Restriction on Certain Foreign Purchases (June 2008)

Except as authorized by the Office of Foreign Assets Control (OFAC) in the Department of the Treasury, the Contractor shall not acquire, for use in the performance of this contract, any supplies or services if any proclamation, Executive order, or statute administered by OFAC, or if OFAC's implementing regulations at 31 CFR Chapter V, would prohibit such a transaction by a person subject to the jurisdiction of the United States.

(a) Except as authorized by OFAC, most transactions involving Cuba, Iran, and Sudan are prohibited, as are most imports from Burma or North Korea, into the United States or its outlying areas. Lists of entities and individuals subject to economic sanctions are included in OFAC's List of Specially Designated Nationals and Blocked Person at <http://www.treas.gov/offices/enforcement/ofac/sdn>. More information about these restrictions, as well as updates, is available in the OFAC's regulations at 31 CFR Chapter V and/or on OFAC's website at <http://www.treas.gov/offices/enforcement/ofac>.

(b) The Contractor shall insert this clause, including this paragraph (c), in all subcontracts.

1.3 4-14.001

Information for Non-US contractors, subcontractors, and key individuals.

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

(b) For purposes of this clause, the following definitions apply:

"Non-U.S. entity: means (1) any non-US citizen or non-permanent legal resident of the United States; or (2) any entity that is not formed in the United States or for which 50% or more of the equity is owned or controlled by persons who are not U.S. citizens or permanent legal residents of the United States.

"Key individuals" means (i) an individual or entity owning 10% or more equity stake in the organization, whether publically- or privately-held; (ii) principal officers of the organization's governing body (e.g., chairman, vice chairman, treasurer or secretary of the board of directors or board of trustees); (iii) the principal officer and deputy principal officer of the organization (e.g., executive director, deputy director; president, vice president); (iv) the program manager or chief of party for the USAID-financed program; and (v) any other person with significant responsibilities for administration of USAID financed activities or resources.

(c) The requirements of paragraph (a) of this clause must be completed at prior to the Government's acceptance of the contract and following that, at the earlier of:

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

(d) USAID reserves the right to rescind approval for a sub-award in the event that USAID subsequently becomes aware of information indicating that the sub-award is contrary to U.S. law or policy prohibiting support for terrorism, or facilitating criminal activity. In such cases, USAID's Contracting Officer will provide written instructions to the recipient to terminate the sub-award.

(End of Provision)