

Request for Quotations

Commercial Services/Supplies (SF)



1. RFQ NUMBER 613000-01-19-023	2. TITLE OF SOLICITATION ACTIVITY Transcription and Translation Services	3. DATE RFQ ISSUED September 16, 2019
4. DUE DATE/TIME FOR QUOTATIONS* September 30, 2019 4:00pm Local Time	5. SUBMIT QUOTATIONS TO AMELA.procurements@msi-inc.com	6. MINIMUM QUOTATION VALIDITY 60 days
7. CLARIFICATION REQUESTS DUE BY September 22, 2019 10:00AM Local Time	8. SUBMIT CLARIFICATION REQUESTS TO AMELA.procurements@msi-inc.com	9. ANTICIPATED DELIVERY DATE(S) October 15, 2019 through October 14, 2020
10. MSI CLIENT USAID	11. MSI PROJECT NAME Afghanistan AMELA	12. MSI PRIME CONTRACT / ORDER # 72030619C00004
13. TYPE OF AGREEMENT TO BE ISSUED Fixed Unit Price Blanket Purchase Agreement	14. PAYMENT TERMS 30 days	15. GEOGRAPHIC CODE 935

* Quotations received after due date/time may not be considered. **Reference **RFQ No. 613000-01-19-023** on all communications.

BACKGROUND

Management Systems International (MSI) wishes to purchase the items/services detailed in **Annex A** and hereby requests product and price quotes from qualified vendors.

MSI intends to select a supplier on the basis of the lowest priced technically acceptable quotation received for the award of a fixed unit price blanket purchase agreement on or before October 15, 2019. Lowest Price Technically Acceptable is defined as the lowest-priced offer which meets or exceeds the minimum stated required technical specifications.

DELIVERY LOCATION: Airport Road, The Baron Hotel, Afghanistan.

ELIGIBILITY

In order to be considered for award, Offerors must include all of the following information in their quotations:

- Ability to meet or exceed the required TECHNICAL SPECIFICATIONS (The items/services outlined in **Annex A**, Statement of Work); THINK TECHNICAL ACCEPTABILITY!
- Ability to deliver the items/services specified in **Annex A** no later than the date(s) required (see Block 9 above).
- Complete Responsibility Questionnaire and Source Nationality Certification at **Annex B**
- Valid Business License.

Quotations which include supplies and/or services from a prohibited source country shall not be eligible for award. Current lists of prohibited sources are available at <http://www.usaid.gov/ads/policy/300/310> and at <http://www.treasury.gov/resource-center/sanctions/Programs/Pages/Programs.aspx>.

CONTENT AND FORMAT FOR QUOTATIONS

Offerors must submit and format their quotations using the format indicated. Offerors may request assistance to complete these forms from the person indicated in Block 8 above.

- Cover letter (one page), signed by an authorized representative of your organization.
- A description of the item(s)/service(s) to be provided by the Offeror as detailed in **Annex A**.

- An itemized price quotation in local currency shall be submitted using the Pricing Table in **Annex A**. The Table may include additional items that the Offeror wishes to propose but those items shall be priced separately.
- Completed “Responsibility Questionnaire and Source and Nationality Certification” attached as **Annex B**.

EVALUATION

Award will be made on the basis of the technically acceptable and lowest evaluated price of proposals meeting or exceeding the acceptability standards for non-cost factors as stated in **Annex A**.

MSI reserves the right to reject any or all offers or make multiple awards if such action is in the best interests of MSI, its Client, or the Host Country. MSI may waive informalities and minor irregularities in offers received, should such actions be in the best interest of MSI, its Client, or the Host Country.

CONTRACT PROVISIONS

A sample Purchase Order, which includes General Provisions, is available upon request. General Provisions are attached as **Annex C**.

Thank you for your participation. Should you have any questions, kindly contact the person specified in Block 8.

Regards,

Chadd Nyerges
Chief of Party

Statement of Work & Pricing Table

1. Statement of Work

The scope of work defines the requirements for Provision of Transcriptions and translation Services with extensive expertise and professional experience in transcriptions and translations of Key Informant Interviews and Group interviews from Dari and/or Pashto to English. It establishes the basic understandings of the project requirements and the work shall be categorized as below.

Please refer to Appendix B – Bill of Quantities for a listing of all services being solicited for, plus applicable service descriptions, specifications, standards of performance, and units required.

Source and Nationality – The Bidder must not supply any goods or services manufactured in or shipped from the authorized geographic code for procurements being 935.

The payments for translations and transcriptions services will be wired at the end of every month to the vendor bank account after review and acceptance of the product as stated in articles a.8. and a.9.

A. The Offerors shall:

- a.1. Listen to records of audio recordings, of key informant interviews, group interviews and focus group discussions. Their finished products must demonstrate clear formatting and easy-to-read content.
- a.2. Transcriptionists must be able to comprehend audio in Dari and Pashto quickly and type as they listen.
- a.3. Ensure high quality transcriptions and translation of technical documents from Dari and/or Pashto to English.
- a.4. The subcontractor personnel should possess sufficient work experience, facilities, skill, education, trainings, clear writing style and appropriate analytical skills to meet our requirements.
- a.5. The responsible person will determine the timeframe (starting and ending) required for translations and transcriptions of KII and group interviews. The subcontractor should provide emergency translations and transcriptions services including after official hours or during weekend to meet deadline.
- a.6. The subcontractor should conduct standard level of proofreading and revisions of translations and transcriptions before submitting the documents.
- a.7. Ensure the confidentiality of any type of document including translated and transcribed versions.
- a.8. The translated version of document should be submitted in MS Word file and/or any other format requested.
- a.9. The translations and transcriptions will only be accepted if it meets the standard and quality that mentioned by the end user of the document. In case of errors, or poor-quality translations and transcriptions or variation, revisions are required, and payment will not be released till providing a quality translation and transcription.
- a.10. In case of technical errors, poor quality or inconsistency with document owners' standards and criteria, the subcontractor should revise the document up to two

times; revisions required beyond these, will bring a penalty of five percent of the total value of the contract.

- a.11. Source and translated and transcribed documents are MSI-USAID AMELA property, the subcontract should not share, disclose or advertise any or part of it with other parties, at any time.
- a.12. Assign a point of contact (POC) and contact number for regular, after hours and weekend access. The POC must respond to incoming requests and confirm submission of transcriptions and translation within stipulated deadline.
- a.13. To ensure the quality of translation and transcriptions, the subcontractor should review the translation and transcriptions for quality prior to submission to MSI – USAID AMELA, seek feedback from MSI-USAID AMELA upon submission, and be responsive to recommendations provided.
- a.14. The vendor shall have an office in Kabul to facilitate AMELA staff as and when required.

B. Quality Requirements

The subcontractor must make sure that the translator(s) accurately and faithfully recasts the meaning of the source text in the target language, considering the following criteria:

- b.1. All information contained in the sources language file has been reproduced in the translated and transcribed file.
- b.2. A transcriptions and translations that reproduces the same conceptual understandings as the original text and functions the same way as the original language text.

Explanation: As most of the requested translations and transcriptions will be used for publications and official purposes, it is essential that the transcribed and translated texts go through careful proofreading and meticulous checking both technical meaning and linguistic accuracy. USAID AMELA will therefore require proofreading for all translations and transcriptions, unless accepted in writing. Producing clarity of the conceptual understanding is more important than literal translations and transcriptions.

If it is found that translations and transcriptions errors occur the subcontractor will be asked to revise, re-transcribe and retranslate the document. This will be communicated to the subcontractor, with documentary proof thereof. The subcontractor is required to fix the errors and re-submit the rectified version within 24 hours at no additional cost. Terms and conditions stated in articles a.9. and a.10 will be applied. The translators must maintain both brevity and focus. Photo and graph captions are usually only a sentence or two the most.

The subcontractor will provide the transcribed and translated texts as a Microsoft Word document file. The language of the file submitted should be set to translate language, and the submitted work already spell-checked and grammar checked in translated language.

- b.5. Translations and transcriptions accuracy is important and will be authenticated by USAID AMELA.
- b.6. The subcontractor shall be responsible for correcting any discrepancies in translations and transcriptions that may be identified by USAID AMELA.
- b.7. The translated version shall be provided to USAID AMELA on a CD, if required. The font to be recommended by contractor and approved by USAID AMELA.
- b.8. Translations and transcriptions shall be done according to the words translated of particular page and should be mentioned.
- b.9. Grammatical formation of sentences shall be strictly maintained.

b.10. Source file typeface and formatting should be maintained.

C. Performance Standards:

The subcontractor should be able to mobilize the required professionally competent human resources required for translations and transcriptions. As MSI-AMELA project may periodically require large volumes of document for translations and transcriptions and be required to meet tight deadlines - the subcontractor should address these requirements when needed in accordance with the expected performance standards.

The subcontractor shall deliver transcribed and translated documents within agreed deadlines, provided to the subcontractor in writing. Any deviation from agreed deadlines must have the prior consent of the Head of Translations and transcriptions Team. This will be confirmed in writing to the subcontractor by the Head of Translations and transcriptions, but only if the new deadline is allowable within the priorities permitted by MSI-AMELA Project's work priorities. Therefore - if it is not possible for the subcontractor to be permitted a new deadline extension then the original deadline given in the Delivery Order must be achieved. In case of delay, a penalty of five percent will be imposed over the total value of the contract.

USAID AMELA reserves the right to deduct or withhold payments or cancel or require the subcontractor to re-do and correct or revise the document to achieve the required standard. For any revisions – the required deliverable period is 24 hours.

The subcontractor is required to perform to the required performance standards. Performance standards include the timeliness to Delivery Order deadlines, responsiveness and quality of translations and transcriptions services.

c.1. For a document or groups of documents that exceeds 25 pages of translations and transcriptions, the subcontractor will be given 3 days prior written notice to enable them to organize the translations and transcriptions human resources required. The expected performance of service will then follow the standard of performance noted in the table below for maximum allowable turnaround times for the delivery period of the translations and transcriptions.

#	Number of Words	Maximum allowable turnaround time or delivery period for Translated Document into one local language (Dari or Pashtu). For revisions advised by AMELA, the required delivery time is 24 hours
1	1-2,000	1 day
2	2,000-4,000	2 days
3	4,000-6,000	3 days
4	6,000-8,000	4 days
5	8,000-9,000	5 days
6	9,000-11,000	6 days

Table 1: Delivery period for translated documents into a single local language. Up to 2,000 words are counted as a single day work.

a) Estimated Period of Performance

The period of performance applicable to the anticipated Purchase Order shall be for one year with an expected start date October 15, 2019 and completion date of October 14, 2020. The

estimated number of words for translation are 400,000 as indicated in Appendix B but is not fixed. The number of words in during the period of performance of the work may increase or decrease. The vendor shall complete all work under this agreement within the specified Period of Performance, and shall expeditiously work to complete the project to the standards of quality that the agreement stipulates.

Item	Description / Specifications	Maximum Total Words
1	Transcription and Translation from Pashto to English	200,000
2	Transcription and Translation from Dari to English	200,000
Total Maximum Number of Words for Translation:		400,000

Translation Quality Assurance

At MSI-AMELA, we use three error classifications—Errors of Meaning, Errors of Form/Grammar, and Errors of Compliance—and we grade each error based on three levels of severity—Critical, Major, and Minor.

Errors of Meaning: Examples include using the wrong term, forgetting to include a word, or adding an unnecessary word.

Errors of Form/Grammar: These include syntax, spelling, and punctuation errors.

Errors of Compliance: Examples include glossary compliance errors, register/style compliance errors, and literal translation/fluency errors.

Grading the Severity of Errors

Some errors are minor and do not affect the understandability or usability of the content. Others are more severe and could damage your brand or even cause financial or legal problems.

At MSI-AMELA, we use the following categories to grade the severity of errors:

Critical Errors: These errors render the content unfit for use. They may carry legal, safety, health, or financial consequences, or result in potentially offensive statements. Critical errors may also prevent the reader from understanding the content as intended or present incorrect information. A particularly bad grammatical error that changes the meaning of the text would be considered a critical error.

Major Errors: These errors result in a significant change in meaning that impacts the understandability or usability of the content but does not render the content unusable. For instance, a misspelled word can make it difficult for the reader to comprehend the intended meaning and, therefore, it would be considered a major error.

Minor Errors: These errors do not change the meaning or impact the understandability or usability of the content. If an extra space appears after a full stop, for example, this is considered an error, but it would not compromise the understandability or usability of the text.

Grading Translated Documents

Each translated document that is part of your TQA should be individually graded. The grade will determine whether the translation will be edited, used, or rejected entirely. It will also help your Project Manager identify the translators who have the knowledge and skills to translate your documents and those who are not qualified to do so.

At MSI-AMELA, we grade translated documents based on three criteria:

- The number of translated words;
- The number of errors; and
- The severity of errors.

Translations that score between 86% and 100% are considered satisfactory and acceptable. They typically require either light editing or no editing at all. This is an embedded process so we always know how we are doing on every project that we undertake.

Translations that score between 80% and 85% require moderate editing or proofreading, and documents that score between 75% and 79% need extensive editing. Translations that score below 75% are rejected and require re-translation.

Evaluation Criteria

A technical score of 70 points or above is technically acceptable as illustrated in four (4) following evaluation factors; quotations will not be ranked for non-cost/price factors. MSI-AMELA will select the lowest offered priced quotation achieving a technical score of 70 points or better. In the event that no offered technical quotation scores at 70 points or higher, at the discretion of the MSI-AMELA's Chief of Party, or his or her designee, the technical acceptance threshold may be lowered, but under no circumstances will it go below 60 points. Technical selection criteria for this RFQ are as follows:

Technical and other factors (such as responsibility) will be evaluated relative to each other, as described herein. The technical proposals will be evaluated by a technical evaluation committee using the criteria shown in this section. All evaluation factors, when combined, are significant.

The Offerors' quotation shall be evaluated to determine overall technical capability to effectively implement the project. The sub-factors used to determine this will be:

- a) **Demonstrated Experience (15 points)** – Offeror must have strong experience in providing translation and transcription services including experience in providing comprehensive services to five similar clients in terms of size, frequency and complexity of translation in the past three years. Adherence to client regulations must be demonstrated and proven track record in responding quickly and appropriately to emergency situations. Strong cost consciousness and customer service reputation. This score relates to the experience of the Offeror in implementing similar projects as described in sections A and C.
- b) **Technical Approach (15 points)** – The offeror shall clearly demonstrate their capacity and capability undertaking the activities to meet or exceed requirements of Section B. The technical proposal should also address maximum translation capability per day, tools and methodologies used in translation quality assurance such as avoiding translation errors, omission of words and sentences, usage of appropriate terms in translation to ensure customer satisfaction with clear explanation that the proposed methodology suits our project needs in best manner. In addition to the above the offeror should ensure ability to manage complex and urgent translations to meet the company demand.
- c) **Translation Quality (40 points)** – After proposal submission deadline, all interested parties will be requested to translate the sample from English to Pashto and Dari and vice versa and transcribe a sample interview (within 24 hours).
- d) **Key Personnel (Staffing) (30 points)** – This score relates to whether the offeror's proposed technical personnel and managerial staff has the academic, educational, technical, professional qualification and experience necessary to implement the activity. The offeror's proposed staff resumes should be attached and it should be brief, not be more than two (2) pages each, representing individuals who will be engaged in translating Pashto and Dari documents from English and vice versa. The offeror should not attach more than four individual resumes.

Source and Nationality – Except as may be specifically approved by MSI-AMELA after consultation with USAID, all commodities (e.g., equipment, materials, vehicles, supplies) and services (including commodity transportation services) that will be financed under this Purchase Order shall be procured in accordance with the requirements in 22 CFR part 228, "Rules on Source, and Nationality for Commodities and Services Financed by USAID." The authorized source for procurement is Geographic Code 937.

2. Pricing Table

Item	Description / Specifications	Maximum Total Words	Unit	Fixed Unit Price (AFN)	Fixed Total Price (AFN)
1	Transcription and Translation from Pashto to English	200,000	Per Word		
2	Transcription and Translation from Dari to English	200,000	Per Word		
Total Maximum Amount (AFN):					AFN

Responsibility Questionnaire & Source Nationality Certification

Responsibility Questionnaire

Offerors are required to demonstrate that they are responsible. Responsibility is determined in a number of ways. Please complete the following sections as they apply to your firm and the subject procurement.

- Providers of Commercial Off-The-Shelf commodities available for immediate purchase, with a value of not-to-exceed US\$ 25,000, please skip to **Source, Nationality, and Availability for Purchase** certification.

SECTION A: SAM REGISTERED OFFERORS

Is your company registered with the U.S. Government System for Award Management at www.sam.gov?

- YES NO

If **YES**, please complete number 1 and 2 below. If **NO**, please continue on to Section B.

1. DUNS #: _____
2. Is the information listed for your firm on the SAM website including the Representations and Certifications *current, accurate, and complete*?
 YES NO

SECTION B: OFFERORS NOT REGISTERED IN SAM

1. Legal Name & Legal address of firm: _____
2. Tax ID: _____ (for applicable countries)
3. List the following for each owner of the firm:
 - a. Name of Owner(s): _____
 - b. Percentage of ownership: _____
 - c. Nationality of Owner(s): _____
4. List the firm's principal areas of business: _____
5. Indicate the percentage of Government Ownership (enter 0 if none): _____
6. Indicate the number of years the firm has been in business: _____
7. List principal clients in last 18 months: _____
8. Demonstration Of Financial Responsibility:
 - a. Demonstrate to the satisfaction of MSI that the firm has adequate financial resources for the activity.

OR

- b. Provide the following information:
 - i. Average quarterly revenue: _____
 - ii. List the firms bank name and the number of business account the firm holds:

iii. Indicate the firm's approximate cash assets: _____

Source Nationality and Availability for Purchase

Offerors are required to submit information regarding the nationality of the firm for both commodities and services (Section A). In addition, for commodity solicitations, the Offeror is required to also provide Source information regarding the commodities required in the solicitation and confirm that they have the commodities available for sale at the time of purchase (Section B).

SECTION A: NATIONALITY OF OFFEROR

This is to certify that the Offeror of the services and/or commodities required in the solicitation is (check applicable box and enter name country which applies):

- A corporation or partnership organized under the laws of the country of _____
- A controlled foreign corporation of which more than 50% of the total combined voting power of all classes of stock is owned by United States shareholders; or
- A joint venture or unincorporated association consisting entirely of individuals, partnerships or corporations. If so, please describe the citizenship or legal status of the individuals, the legal status of the partnership or corporations, and the % voting power of the corporations: _____

SECTION B

1. SOURCE¹ (FOR COMMODITIES AND SHIPPING SERVICES ONLY)

By signing this form, the Offeror certifies that the SOURCE of the commodities or the shipping services to be provided under this solicitation is _____ (country name).

Note: If the commodities are available for immediate purchase, their source is the country in which the commodities are to be purchased. For example, if computers are available in a store in Indonesia for immediate purchase, the source of the commodities is Indonesian.

2. AVAILABILITY FOR PURCHASE OF COMMODITY

Are the commodities currently available in your store in the requested quantities for **immediate** purchase?

- YES NO

AUTHORIZED COMPANY SIGNATORY

COMPANY	NAME	TITLE
SIGNATURE		DATE

¹ Source means the country from which a commodity is shipped to the Offeror or the cooperating country if the commodity is located in that country at the time of the purchase.

General Provisions

This Order is funded under a contract between MSI's Client and MSI, Inc. The Subcontractor agrees they will not engage in any activities that conflict with delivering the required items and services, will exercise fiscal responsibility to the best interest of MSI and MSI's Client, will pass on any retail discounts obtained in delivering the required items and services, have provided all cost/pricing data which is current, complete and accurate (as of the date of this award) for MSI to determine price reasonableness, will comply with all applicable national, state regional and local laws and regulations, and are not affiliated with any Government office or agency (except as noted on the award cover page).

1. **ENTIRETY OF AGREEMENT.** This Agreement constitutes the entirety of the Agreement between MSI and the Subcontractor (the Parties) and contains all of the covenants, stipulations, provisions and conditions agreed upon by the Parties. All work performed and all payments authorized under previous letters of authorization/letters of intent (if any) issued for this activity are hereby incorporated into and superseded by this Agreement.
2. **INDEPENDENT RELATIONSHIP.** Nothing in this Order shall be construed as creating anything other than an independent contractor/subcontractor, buyer/vendor relationship between MSI and the Subcontractor. Subcontractor is responsible for payment of their income and social benefits taxes, rent, customs & license fees, VAT, shipping, insurance, all other costs of doing business and all of its suppliers' costs.
3. **ASSIGNMENT/NOVATION.** Subcontractor will not transfer or assign this Agreement, its right to monies due or to become due, or any rights or obligations hereunder, to any entity without prior written consent of the MSI Director of Contracts or his authorized representative, which shall not be unreasonably withheld. No assignment, novation, or any other delegation of responsibility, with or without MSI's consent, shall relieve Subcontractor of any of its obligations under this Agreement or prejudice any of MSI's rights against Subcontractor whether arising before or after the date of any assignment.
4. **PROFESSIONAL CONDUCT.** Subcontractor agrees to conduct themselves in a professional manner at all times in the performance of this Agreement and shall not engage in any activities that may reasonably be construed as illegal, immoral or constituting a poor reflection on MSI or MSI's Client.
5. **INDEMNIFICATION.** Subcontractor shall defend and hold harmless MSI against any claims, loss, damage or injury arising directly or indirectly from the Subcontractor's errors, acts, omissions or misconduct. Subcontractor further warrants the quality of the required Supplies & Services meet generally accepted professional standards of merchantability in the United States. Subcontractor warrants the safety of all equipment and agrees to bear all responsibility and liability for its failure and/or cause of injury. Less than full performance will result in an equitable decrease in the fixed price.
6. **INSPECTION, ACCEPTANCE & RECEIPTS.** All equipment, materials, supplies, software, and services provided hereunder are subject to acceptance by the MSI Project Representative. Equipment, materials, services and supplies that are not found reasonably satisfactory to MSI or fail to meet normal professional standards will be rejected by MSI or promptly corrected by the Subcontractor (at the sole discretion of MSI), and an equitable adjustment made by the MSI Contracts Representative.
7. **WARRANTY.** Subcontractor warrants all supplies/services to be free from all materials defects and expressly represents that all such required supplies/services are capable of providing/performing the function service for which they were intended. Subcontractor agrees to pass on all manufacturers' warranties to MSI. All items shipped and under warranty must be accompanied by valid shipping & warranty documentation.
8. **LIENS.** Subcontractor agrees to deliver/provide the products/services specified in this Agreement to MSI free and clear of all liens, claims, and encumbrances.
9. **DATA RIGHTS AND OWNERSHIP.** Subcontractor understands and agrees that MSI shall have and may permit others, including but not limited to government agencies of the United States and other

foreign governments, to have unlimited, irrevocable, non-exclusive use to any and all data, publications, scripts, graphics, videos and software produced and/or delivered with funding from this Agreement. Furthermore, Subcontractor shall defend, indemnify, and hold harmless MSI against all claims, suits, costs, damages, and expenses that MSI may sustain by reason of any scandalous, libelous, or unlawful matter contained or alleged to be contained in the work, or any infringement or violation by the work of any copyright or property right; and until such claim or suit has been settled or withdrawn, MSI may withhold any sums due the Subcontractor under this agreement.

10. DELIVERY AND VARIATION IN QUANTITY

- A. Subcontractor shall be responsible for performance of the Services and delivery of the Supplies at the place(s) specified on the Award Cover Page. All risk and cost incurred prior to delivery and MSI final acceptance shall be for Subcontractor's sole account. If under this Agreement translation services, printing, or other high volume quantity services or supplies, are required, a variation of +/- 10% of the cited quantities may be authorized by MSI at the same unit rate by written agreement.
- B. If the Services are not performed and/or Supplies are not delivered in a timely manner, and in all respects, in accordance with the Agreement, Subcontractor may be required to reimburse MSI for any loss or expense incurred by MSI that may result. Subcontractor shall be deemed conclusively to have authorized MSI to deduct any such amount(s) from payment(s) otherwise due.

11. CHANGES. MSI may change the quantity and content of the required supplies and services by written notice from the MSI Director of Contracts or his designee, subject to equitable adjustment in accordance with current market conditions, price reasonableness, fairness, and if the U.S. Government is the Client, the Federal Acquisition Regulation (FAR). All amendments to this Agreement shall be in writing.

12. PRICE, BEST PRICE, NON-COLLUSION AND CERTIFICATION OF COST OR PRICING DATA. Unit prices and extended prices under fixed-price agreements are firm, fixed, all-inclusive total prices covering performance of all of the Subcontractor's obligations pursuant to this Agreement. Subcontractor certifies they have provided their Best Price to MSI and that no other Contractor/Buyer has received a lower price for comparable services or volume of similar supplies. Subcontractor also certifies they have not discussed or agreed with any party to charge higher prices to MSI, and that all cost and pricing information provided for this Order is current, accurate and complete.

13. SUBCONTRACTING. Prior written consent of the MSI Director of Contracts or his authorized representative is required for obtaining services of lower-tier subcontractors. Costs for lower-tier subcontracts who have not received prior written approval in accordance with this clause will not be allowable. Inclusion in the Subcontractor's budget or proposal does not constitute request or approval of lower-tier Subcontractors.

14. INVOICING & PAYMENT

- A. Invoices and payments shall be in the currency specified on the Award Cover Page. Subcontractor shall submit proper invoices - for services performed and/or supplies that have been successfully delivered and accepted in accordance with any directions stipulated in the Statement of Work, Payment Schedule, or Block 5 of the Award Cover Page, and, to the extent not specified therein, with the provisions of this Article - to the address listed in Block 8.A of the Award Cover Page.
- B. Invoice Requirements. Subcontractor shall submit an invoice to the Person listed in Block 8.A of the Award Cover Page. To constitute a "proper invoice" within the meaning of this Article, each invoice shall provide the following information:
 - (1) Subcontractor name, invoice date, and delivery date for services;
 - (2) Complete account and bank SWIFT number, if payment by means of electronic funds transfer is preferred.
 - (3) MSI's Agreement number & the Client Prime Contract Number
 - (4) Description of each type of Delivered Services and Supplies, together with the applicable Unit Price and extended line item price;
 - (5) The following certification, signed by an authorized official of Subcontractor:

SUBCONTRACTOR CERTIFICATION

The undersigned hereby certifies that (i) the invoice has been prepared from Subcontractor's books and records and in accordance with the terms of the cited Agreement, is correct, the sum claimed is proper and due and has not been claimed or paid before, the services have been performed and supplies delivered, the quantities and prices specified are consistent with the Agreement, and all necessary MSI approvals have been obtained, and (ii) appropriate refund to MSI will be made promptly upon request in the event of disallowance of any portion of the invoice, pursuant to the terms of the Agreement.

By: _____ Title: _____ Date: _____

- C. The certified invoice shall be accompanied by such other documentation as may be requested by MSI. Subcontractor shall identify each invoice by sequential numbers, and the final invoice shall be marked "Final Invoice". Advance payments are not authorized without the express written permission of the MSI Director of Contracts. Subcontractor shall keep records sufficient to substantiate all labor, payroll and lodging costs and expenses claimed. All work performed under this Agreement shall be supported by time records, which shall be maintained by Subcontractor and subject to review by MSI and Client.
- D. MSI will promptly review invoices submitted to determine whether they are proper invoices or not. Invoices determined to be proper will be paid by MSI upon final acceptance of the supplies and services supplied. Invoices determined not to be proper due to the existence of deficiencies will be returned to Subcontractor, generally within ten (10) business days of submission, with major deficiencies noted for correction. In the event that an invoice is submitted which is partly proper and partly not proper, MSI may, in its sole discretion, either return the entire invoice for correction or make payment of the proper portion and return the portion deemed not to be proper.
- E. In the event that the Client or any other cognizant agency (i) disallows any cost for which MSI has reimbursed Subcontractor hereunder or (ii) reduces the cost or fee payable to MSI under its Prime Contract as a result of (a) any defective cost or pricing data submitted by Subcontractor or (b) any adjustment disclosure requirement applicable to Subcontractor, Subcontractor shall promptly pay MSI the amount of such disallowances or reductions. MSI maintains the option to withhold such amounts from other sums due and payable to Subcontractor.
- F. Unless otherwise provided for in Block 5 of the Award Cover Page, payment will be made within 15 days after receipt of a properly supported invoice and satisfactory completion of the required Supplies and Services, subject to MSI receipt of payment from its Client.

15. LIMITATION OF LIABILITY. Neither party shall be liable to the other for any type of consequential damages even if they have been advised of the probability of its occurrence. Subcontractor shall be liable for any and all third party claims for injury, loss or damage arising against the Subcontractor and/or MSI as a result of the Subcontractor's work, errors, acts, omissions or misconduct hereunder.

16. DISPUTES. Conflicts and disputes arising from performance of this Order shall be decided by the MSI Contracts Director according to principles of fairness & equitable adjustment. Unsettled disputes involving more than US\$3,000 shall be subject to the UNCITRAL Rules for Arbitration for resolution at a location at the discretion of MSI. This Order is not subject to Labor or Tax Courts.

17. NOTICES

- A. Notices from MSI shall be in writing, signed by the MSI Director of Contracts or his designee, and sent by electronic mail with return receipt or by recognized, prepaid express courier (with confirmation receipt). In all cases, notices to MSI shall be addressed to the MSI individuals mentioned on the Award Cover Page, and must clearly list the Agreement Number and the MSI Project Number, as specified on the Award Cover Sheet.
- B. Notices transmitted orally may be provided in advance, provided that a written notice is promptly transmitted in accordance with paragraph A above. Notices shall be effective when received, or on the effective date of a received notice, whichever is later.
- C. In addition to the individuals named on the Award Cover page, notices may also be sent to MSI at the following address:
Kenneth Kinzer
Director, Contracts and Grants Management

Management Systems International, Inc.
200 12th Street South, Suite 1200
Arlington, VA 22202 USA
Tel: (+1 703) 979-7100 Fax: (+1 703) 979-7101 e-mail: contracts@msi-inc.com

- 18. FORCE MAJEURE.** Subcontractor shall not be liable by reason of any failure in performance of this Agreement in accordance with its terms if such failure arises out of causes beyond the control and without the fault or negligence of the Subcontractor. Such cases may include, but are not restricted to, acts of God (e.g., earthquakes, drought, tidal waves and floods), acts of government or other authorities, fires, epidemics, quarantines, strikes, and labor disputes. Such causes do not include deficiencies on the part of its suppliers. In the event of Force Majeure, Subcontractor shall notify and consult with MSI as soon as reasonably practicable, mitigate the effect(s) of the delay, and at all times take all steps consistent with sound operating practices (but without incurring unreasonable additional costs) to comply with and prevent the delay from affecting the performance of the Subcontractor's obligations under this Agreement.
- 19. TERMINATION & CANCELLATION.** This Agreement may be terminated immediately by MSI for default or for any reason by the MSI Director of Contracts or his designee giving 5 days advance, written notice. In such cases, an equitable adjustment to the subcontract price shall be made for all work successfully completed to date. MSI may also, by provision of written notice to Subcontractor, cancel without charge either (a) the Agreement in its entirety or (b) an individual item or quantity of supplies or incidental services, prior to delivery. This agreement shall be terminated for cause should it be determined by MSI that Subcontractor offered or gave a gratuity (e.g. entertainment, gift, services or money) to any MSI employee or other persons responsible for or connected to those responsible for the decision to award this agreement or the acceptance of performance under this agreement and that gratuity was intended to obtain this award or favorable treatment during performance of the award.
- 20. GOVERNING LANGUAGE.** This Agreement was authored and intended to be construed in the English Language. In the event all or any part of this Order is provided to the Subcontractor in a language other than English and there is an ambiguity, misunderstanding or dispute between the versions, then the English language version shall take precedence.
- 21. PROHIBITION AGAINST TERRORIST FINANCING.** U.S. law and specifically Executive Order #13224 prohibits the Subcontractor from engaging in transactions with and the provision of resources and support to individuals and organizations associated with terrorism. It is the Subcontractor's responsibility to ensure compliance with these Laws and Executive Orders and to report to MSI any suspected terrorist associations. This provision shall be required of all lower-tier suppliers. (E.O. 13224 text available at: <http://www.treasury.gov/resource-center/sanctions/Programs/Documents/terror.pdf>.
Note: you are required to obtain updated information at the time of procurement of goods or services. The updated information is available at: <https://www.sam.gov/portal/public/SAM/> and https://www.un.org/sc/suborg/en/sanctions/1267/aq_sanctions_list.
- 22. CERTIFICATIONS, ADDITIONAL TERMS AND CONDITIONS.** This Agreement may contain Special Provisions and Client-required clauses applicable to the Subcontractor under this Agreement. The Subcontractor agrees to comply with the Special Provisions and project-specific client-required provisions (if any) set forth in Annex C, Special Provisions and Annex D, Specific Client-Required Provisions.
- 23. DISABILITY POLICY.** In accordance with USAID's policy on disability (copy here: http://pdf.usaid.gov/pdf_docs/PDABQ631.pdf), MSI requires that the Subcontractor not discriminate against people with disabilities in the implementation of USAID programs and that it make every effort to comply with the objectives of the USAID Disability Initiative in performance of this contract.
- 24. NONDISCRIMINATION.** MSI is committed to achieving and maintaining a diverse and representative workforce and a workplace free of discrimination. MSI policy prohibits discrimination in its own workplace on the basis of race, color, religion, sex (including pregnancy and gender identity), national origin, disability, age, veteran's status, sexual orientation, genetic information, marital status, parental status, political affiliation, or any other conduct that does not adversely affect the performance of the employee. MSI encourages organizations performing under its contracts, including those performed solely outside the U.S., to apply these same standards of nondiscrimination.

25. VETERAN AFFIRMATIVE ACTION AND NONDISCRIMINATION MSI is commitment to engaging in affirmative action to increase employment opportunities for protected veterans. The MSI official, assigned responsibility for implementation of affirmative action activities is the Office of Personnel Management Director, Ms. Kelly Eibs, keibs@msi-inc.com.

The following clauses are applicable if MSI's client is the United States Government:

26. NONDISCRIMINATION POLICY REQUIREMENT. Further to MSI's Nondiscrimination Policy, as a subcontractor under a federal contract your organization is prohibited by law and regulation from discrimination with regard to race, color, religion, sex, national origin, disability, age, genetic information, or veteran status when work under this contract is performed in the U.S. or employees are recruited from the U.S. The requirements applicable to federal contracts are found in FAR Part 22, "Application of Labor Laws to Government Acquisitions" and the clauses in FAR Part 52.227.

27. BRANDING AND MARKING. Subcontractor shall comply with the requirements of any Client-mandated Branding and Marking policy, such as the USAID "Graphic Standards Manual" (available at www.usaid.gov/branding) or any branding implementation plan or marking plan for USAID-funded Contracts or Assistance Awards. Subcontractor shall confirm any Branding and Marking requirements with MSI. The Subcontractor must include this requirement in all lower-tier subcontracts and sub-awards.

28. ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING. Under Executive Order #13513, the Subcontractor is encouraged to adopt and enforce policies that ban text messaging while driving. Further information can be found in the Federal Acquisition Regulations, Clause 52.223-18, located at https://acquisition.gov/far/current/html/52_223_226.html#wp1188603.

29. VOLUNTARY POPULATION PLANNING ACTIVITIES

A. Requirements for Voluntary Sterilization Program. None of the funds made available under this contract shall be used to pay for the performance of involuntary sterilization as a method of family planning or to coerce or provide any financial incentive to any individual to practice sterilization.

B. Prohibition on Abortion-Related Activities.

(1) No funds made available under this contract will be used to finance, support, or be attributed to the following activities: (i) procurement or distribution of equipment intended to be used for the purpose of inducing abortions as a method of family planning; (ii) special fees or incentives to any person to coerce or motivate them to have abortions; (iii) payments to persons to perform abortions or to solicit persons to undergo abortions; (iv) information, education, training, or communication programs that seek to promote abortion as a method of family planning; and (v) lobbying for or against abortion. The term "motivate", as it relates to family planning assistance, shall not be construed to prohibit the provision, consistent with local law, of information or counseling about all pregnancy options.

(2) No funds made available under this contract will be used to pay for any biomedical research which relates, in whole or in part, to methods of, or the performance of, abortions or involuntary sterilizations as a means of family planning. Epidemiologic or descriptive research to assess the incidence, extent or consequences of abortions is not precluded.

C. The contractor shall insert this provision in all subcontracts.

30. DEBARMENT, SUSPENSION, INELIGIBILITY, AND OTHER RESPONSIBILITY MATTERS. Subcontractor certifies by acceptance of this agreement that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any U.S. Federal Government department of agency.

31. COMBATting TRAFFICKING IN PERSONS. The Subcontractor shall comply with the clause of the Federal Acquisition Regulation 52.222-50, entitled; "Combating Trafficking in Persons" which is incorporated herein by reference and available at: https://acquisition.gov/far/current/html/52_222.html#wp115184.

Delivery Order Template (cover sheet + budget below)



1A. DELIVERY ORDER NUMBER DO #XXX	1B. MASTER IQC/BOA/BPA NUMBER 613000.01.19.xxx	2. TITLE OF ACTIVITY VENUE & CATERING SERVICES
3A. FIXED PRICE XXXXXXXXXXXX	3B. ADDITIONAL EXPENSES NTE* N/A	3C. LOE** MINIMUM n/a
3D. TOTAL FIXED PRICE (see 3A above)	4C. EFFECTIVE DATE xx/xx/xx	4B. PERIOD OF PERFORMANCE XXXXX TO XXXXX
5. PAYMENT TERMS PER BPA GENERAL PROVISIONS, SECTION 7 INVOICING & PAYMENT	6. MSI PROJECT NAME / NUMBER Afghanistan AMELA 613000.01	* NTE IS NOT TO EXCEED ** LOE IS LEVEL OF EFFORT
7. SUBCONTRACTOR (THE TERM SUBCONTRACTOR IN THIS AGREEMENT REFERS TO THE PROVIDER OF GOODS/SERVICES)		
NAME		
ADDRESS		
POINT OF CONTACT		E-MAIL
TELEPHONE / FAX		WEBSITE
8A. MSI BILLING ADDRESS Management Systems International, Inc. Airport Road, Khwajarawash, Baron Hotel e-mail : AMELA.procurements@msi-inc.com		8B. MSI ISSUING OFFICE Management Systems International, Inc. Airport Road, Khwajarawash, Baron Hotel Contracts POC: Senior Procurement Officer e-mail : AMELA.procurements@msi-inc.com
9. MSI CLIENT		
9A. PRIME CONTRACT / TASK ORDER # 72030619C00004	9B. GEOGRAPHIC CODE 935	9C. PLACE OF PERFORMANCE / DELIVERY Afghanistan
10. REQUIRED SUPPLIES AND SERVICES		
Subcontractor shall provide [brief overview description of the DO's requirements] per below delivery order details.		
SPECIFY AMOUNT OF VALUE ADDED TAX (VAT) – FOR REPORTING PUUSD0SES _____		
CHECK BOX IF ATTACHED: <input checked="" type="checkbox"/> STATEMENT OF WORK <input type="checkbox"/> GENERAL PROVISIONS <input type="checkbox"/> SPECIAL PROVISIONS		
<input type="checkbox"/> PAYMENT SCHEDULE <input type="checkbox"/> FLOW-DOWN CLAUSES <input type="checkbox"/> OTHER ATTACHMENTS / EXHIBITS		
11. BUSINESS STATUS AND REGISTRATION (TO BE COMPLETED BY THE SUBCONTRACTOR)		
DUNS# [insert #]	TAX ID [insert #]	NATIONALITY OF OWNERSHIP [insert country]
SUBCONTRACTOR CERTIFIES THAT THEY ARE:		
<input type="checkbox"/> U.S. LARGE BUSINESS <input type="checkbox"/> U.S. NON-PROFIT ORGANIZATION		
<input type="checkbox"/> GOVERNMENT OWNED OR AFFILIATED <input type="checkbox"/> NON-U.S. BUSINESS <input type="checkbox"/> REGISTERED IN THE SAM (WWW.SAM.GOV)		
<input type="checkbox"/> OTHER (SPECIFY) FOREIGN FIRM		
IF U.S. SMALL BUSINESS, INDICATE TYPE (CHECK ALL THAT APPLY): APPLICABLE NAICS CODE(S) _____		
<input type="checkbox"/> SMALL <input type="checkbox"/> WOSB <input type="checkbox"/> SDB <input type="checkbox"/> HUB ZONE <input type="checkbox"/> VOSB <input type="checkbox"/> SDVOSB <input type="checkbox"/> HBCU <input type="checkbox"/> ANC & INDIAN TRIBE		
12. ORDER ACCEPTANCE		
SUBCONTRACTOR <input checked="" type="checkbox"/> IS / <input type="checkbox"/> IS NOT REQUIRED TO SIGN THIS DOCUMENT AND RETURN ONE COPY TO THE ISSUING OFFICE.		
13A. AGREEMENT OF THE PARTIES		
EACH PARTY REPRESENTS THAT IT HAS READ THIS ENTIRE PURCHASE ORDER AND AGREES TO BE BOUND BY THE TERMS AND CONDITIONS CONTAINED HEREIN. EACH SIGNATORY TO THIS PURCHASE ORDER WARRANTS BY AFFIXING HIS/HER SIGNATURE BELOW THAT HE/SHE IS DULY AUTHORIZED TO BIND THE PARTY WHOM SUCH SIGNATORY IS DESIGNATED TO REPRESENT.		
13B. FOR [INSERT NAME OF VENDOR]	NAME & TITLE	
	DATE	
BY (SIGNATURE OF PERSON AUTHORIZED TO SIGN)		
13C. FOR MANAGEMENT SYSTEMS INTERNATIONAL, INC.	NAME & TITLE	
	DATE	

Delivery Order Budget

Document	Total Words	Language	Rate per Page (AFN)	Total Price (AFN)
Total Not-To-Exceed Price of this Delivery Order (AFN)				