

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30</i>				1. REQUISITION NUMBER REQ-1400-16-0008		PAGE OF 1 10							
2. CONTRACT NO. CPSC-D-13-0013		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER 0007		5. SOLICITATION NUMBER		6. SOLICITATION ISSUE DATE					
7. FOR SOLICITATION INFORMATION CALL:			a. NAME Cassandra Sterba			b. TELEPHONE NUMBER (No collect calls) 301-504-7837		8. OFFER DUE DATE/LOCAL TIME ET					
9. ISSUED BY CONSUMER PRODUCT SAFETY COMMISSION DIV OF PROCUREMENT SERVICES 4330 EAST WEST HWY ROOM 523 BETHESDA MD 20814				CODE FMPS		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS: <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> EDWOSB <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A) SIZE STANDARD:							
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS Net 30				13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING		14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFP <input type="checkbox"/> IFB <input type="checkbox"/> RFP			
15. DELIVER TO CONSUMER PRODUCT SAFETY COMMISSION OFFICE OF THE INSPECTOR GENERAL 4330 EAST WEST HIGHWAY ROOM 827 BETHESDA MD 20814				CODE IG		16. ADMINISTERED BY CONSUMER PRODUCT SAFETY COMMISSION DIV OF PROCUREMENT SERVICES 4330 EAST WEST HWY ROOM 523 BETHESDA MD 20814							
17a. CONTRACTOR/OFFEROR KEARNEY AND COMPANY PC 1701 DUKE ST STE 500 ALEXANDRIA VA 22314				CODE		18a. PAYMENT WILL BE MADE BY CPSC Accounts Payable Branch AMZ 160 P. O. Box 25710 Oklahoma City OK 73125		CODE FMPS					
TELEPHONE NO.						17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>							
19. ITEM NO.						20. SCHEDULE OF SUPPLIES/SERVICES							
DUNS Number: [REDACTED] COR: LeeAnn Murphy Phone: 301-504-7685 Email: LMurphy@cpsc.gov This award incorporates the terms and conditions of CPSC-D-13-0013. All deliverables shall be in accordance with the attached SOW and the contractor's proposal dated 8/18/2016. Delivery: 03/31/2017 Continued ... <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>						21. QUANTITY		22. UNIT		23. UNIT PRICE		24. AMOUNT	
25. ACCOUNTING AND APPROPRIATION DATA 0100A16DSE-2016-5215600000-IG00001400-251A0						26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$87,700.80							
27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.						27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.							
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.						29. AWARD OF CONTRACT OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS.							
30a. SIGNATURE OF OFFEROR/CONTRACTOR						31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) 							
30b. NAME AND TITLE OF SIGNER (Type or print)				30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (Type or print) Eddie Ahmad				31c. DATE SIGNED 9/9/16			

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
0001	<p>Period of Performance: 09/08/2016 to 03/31/2017</p> <p>The primary objective of this audit will be to ascertain whether the CPSC's has established and implemented effective internal controls to guide its contract/acquisitions management process for its firm fixed price contracts, both those that are definite delivery, definite quantity and indefinite delivery, indefinite quantity contracts (IDIQ).</p> <p>Contract#: CPSC-D-13-0013</p> <p>The total amount of award: \$87,700.80. The obligation for this award is shown in box 26.</p>				87,700.80

32a. QUANTITY IN COLUMN 21 HAS BEEN

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

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

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

STATEMENT OF WORK (Contract #CPSC-D-13-0013) Task #7

1. Task Description

The contractor shall provide an audit of the CPSC's contract management process in acquiring goods and services for the Commission. This audit is to be performed in accordance with the Government Accountability Office's Government Auditing Standards (GAS), 2011 revision. The primary objective of this audit will be to ascertain whether the CPSC's has established and implemented effective internal controls to guide its contract/acquisitions management process for its firm fixed price contracts, both those that are definite delivery, definite quantity and indefinite delivery, indefinite quantity contracts (IDIQ). In conjunction with the audit objective, the contractor shall determine whether the contract monitoring process utilized by the CPSC adheres to applicable federal laws and regulations.

Background

Federal agencies are relying increasingly on contracts to perform their missions. With hundreds of billions of tax dollars spent each year on goods and services, it is essential that federal acquisition be handled in an efficient, effective, and accountable manner. The GAO, however—as well as other accountability organizations, inspectors general, and the agencies themselves—continue to identify systemic weaknesses in key areas of acquisition.

The Office of the Financial Management, Planning & Evaluation's (EXFM), Office of Procurement Services (FMPS), administers the CPSC's acquisition of goods and services. The Director of FMPS reports to the Chief Financial Officer in EXFM and is supported by approximately nine full-time staff. Through the use of the Portable Reusable Integrated Software Module (PRISM), FMPS is able to administer and monitor various contracts and acquisition methods (Note: EXFM utilizes a Federal Shared Service Provider (FSSP) – the Department of Transportation, Enterprise Services Center's Delphi, as for its accounting functions; but at current, Delphi and PRISM are not interfacing applications). Due to the nature, size, and operations, the CPSC uses the following acquisition methods to procure goods and services:

- Inter-Agency Agreements (IAA)
- Blanket Purchase Agreements (BPA)
- Government Purchase Card
- GSA Schedule Delivery Orders
- Purchase Orders (PO)

In addition to the acquisition methods above, the CPSC defines contracts within the scope of the Federal Acquisitions Regulations (FAR), Part 16. Thus, agency management asserts that when utilizing contracts, the CPSC administers two types: Firm Fixed Price (G, H, N Awards, set forth below) and IDIQs.

As of 6/30/2016, the CPSC awarded acquisitions in the following amounts¹:

Award Type	Award Number	Total Amount
Cooperative Agreements	A	47,623.41

¹ These amounts are not audited; thus, were not verified or validated by the CPSC Office of Inspector General.

STATEMENT OF WORK (Contract #CPSC-D-13-0013) Task #7

BPA	B	151,552.25
IDIQs	D	4,137,500.59
Eastern Region PO	E	3,125.00
GSA Schedule Delivery Orders	F	5,385,357.73
Medical Examiner and Corners Alert Project (MECAP)	G	77,632.56
Death Certificates	H	87,070.76
IAA	I	3,171,767.28
NEISS Program	N	3,492,693.10
PO CPSC Headquarters	S	2,150,227.62
Western Region PO	W	22,100.00
Total		\$18,726,650.3

2. Performance-based measures

This performance based contract task order shall be evaluated based on the performance of all services in compliance with appropriate GAS. Therefore, the standard shall represent the performance goal. Acceptable performance is indicated by 100% compliance with these standards.

3. Period of Performance

The contractor shall complete this task by **March 31, 2017.**

4. Description of Services:

- a. The contractor shall utilize the GAS referenced above to complete the audit and the resulting report. The report will be prepared in a format similar to ones used by the OIG when it conducts performance audits. The Contractor's quality assurance procedures shall verify the accuracy and consistency of all the report's facts and figures, and ensure the soundness of the report's logic. The audit and resulting report should provide sufficient findings and recommendations to allow it to serve as: (1) a rigorous evaluation of the CPSC's contract management process for firm fixed price contracts; (2) a consistent and understandable mechanism for reporting the results of the contractor's assessments in the format established by the GAS detailed above; and (3) a road map that the CPSC can follow in improving its processes.
- b. In the report the contractor is to verify that the findings are adequately supported by the evidence in the review documentation, and that the conclusions and recommendations flow logically from the evidence provided in the review documentation, as required by GAS. At a minimum the report should contain the following sections: an executive summary, background, objectives, scope, methodology, findings, and recommendations.

STATEMENT OF WORK (Contract #CPSC-D-13-0013) Task #7

5. Reporting Requirements (in addition to those described in the contract statement of work):

a. Schedule:

Deliverable:	Due to COR:
Initial Meeting	Within 10 business days following the issuance of the task order
Audit Independence Statement/Quality Control Assurance Statement	Within 10 business days following the initial meeting
Entrance Conference	Within 30 business days following the initial meeting
Initial Planning	To begin and completed within 30 business days of the entrance conference
Specific Planning/Fieldwork deliverables for review by COR:	
1. Planning Document(s): The planning documents should include the following elements: <ul style="list-style-type: none"> a. Objective b. Scope c. Methodology d. Assessment of Audit Risk in accordance with GAS e. Identification of audit criteria & audit evidence f. Assessment of Fraud Risks 	Within 90 business days following the entrance conference
2. Audit Program	Within 90 business days following the entrance conference
Status Report(s) to COR	Monthly, by the 15th calendar day of each month
Draft Report	By March 1, 2017
Final Report	By March 24, 2017
Exit Conference	By March 30, 2017

STATEMENT OF WORK (Contract #CPSC-D-13-0013) Task #7

- b. The Contractor shall include, at a minimum, in the draft final report:
 - 1) The contractor's conclusion and findings regarding the effectiveness of internal controls established for the CPSC's contract management process and the CPSC's remediation and status of prior audit findings issued;
 - 2) a consistent and understandable mechanism for reporting the results of the contractor's assessments in the format established by the standards detailed above; and
 - 3) a road map that the CPSC can follow in improving its processes.
- c. The COR shall provide written responses to the draft report, if any, within fifteen (15) business days. The draft report with recommended changes by the COR shall be used by the contractor to assemble the final report.
- d. Final Report – A final report shall be presented at the Exit Conference and issued in accordance with GAS standards.
- e. The final report shall be emailed as a pdf. and one hard copy shall be mailed to the COR.

6. Place of Performance

All documentation related to this effort is located at headquarters (HQ) of the CPSC. Much of said documentation is available through the various CPSC personnel. It is anticipated that the place of performance of this contract will be primarily at the contractor's place of business with interviews and document pick-ups taking place at the CPSC HQ building in Bethesda, MD.

7. Government-Furnished Property

- a. With the exception of the personnel to be interviewed and the documentation to be reviewed (primarily electronically available), the Contractor will provide all services, personnel, facilities, equipment, and materials necessary to perform the work described in this contract.
- b. Records, files, and documents provided by CPSC or generated in support of this contract shall be maintained by the contractor in accordance with GAS Standards. After work is completed, the contractor shall store all audit documentation (work papers etc.) in accordance with GAS standards. If, during the period of time that the contractor is required by GAS standards to maintain audit documentation, a copy of said audit documentation is requested by the OIG said audit documentation will be provided to the OIG at no additional cost to the Government.

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TIN: 54-1603527, DUNS: 18-657-6310, Cage Code: 1SJ14
General Services Administration (GSA) Schedule # GS-23F-0092J



CONSUMER PRODUCT SAFETY COMMISSION

CPSC Audit Services BPA

Final Proposal Revision - CPSC Audit Services BPA TO #0007:
Contract Management Process

BPA No. CPSC-D-13-0013

August 18, 2016



**Focused on the
Federal Government**

This document includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed – in whole or in part – for any purpose other than to evaluate this proposal or quotation. If, however, a contract is awarded to this Offeror as a result of – or in connection with – the submission of this data, the Government shall have the right to duplicate.

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1.0 PRICE PROPOSAL

The Consumer Product Safety Commission (CPSC) has requested an audit of its contract management process in acquiring goods and services for CPSC, to be performed in accordance with the Government Accountability Office’s (GAO) Government Auditing Standards (GAS), 2011 revision. The primary objective of this audit is to ascertain whether CPSC has established and implemented effective internal controls to guide its contract/acquisitions management process for its firm fixed price (FFP) contracts, both those that are definite delivery, definite quantity and indefinite delivery, indefinite quantity contracts (IDIQ). As part of the audit, Kearney will determine whether the contract monitoring process utilized by CPSC adheres to applicable Federal laws and regulations.

Kearney & Company, P.C.’s (Kearney) proposed FFP is based on the rates included in its CPSC Blanket Purchase Agreement (BPA) # CPSC-D-13-0013.

1.1 Proposed Price

Kearney’s proposed FFP for this engagement is as follows:

CPSC Labor Category	BPA Option Year 2 Rates	Hours	Cost
Partner	\$182.38	60	\$10,942.80
Manager	\$140.91	200	\$28,182.00
Supervisory Senior Auditor	\$121.44	400	\$48,576.00
TOTAL		660	\$87,700.80

Kearney reserves the right to change the mix of staff based upon the needs of the project.

1.2 Payment Schedule

Kearney proposes to invoice on a monthly basis (November to March) in equal installments of 1/5 of the total contract price (\$17,540.16 per month).

1.3 Deliverables Schedule

Kearney’s proposed deliverables schedule is as follows:

Deliverable:	Due to COR:
Initial Meeting with the Office of Inspector General (OIG)	September 2016
Initial Meeting with Auditee	November 2016
Audit Independence Statement/Quality Control Assurance Statement	November 30, 2016
Entrance Conference	November 30, 2016
Initial Planning	November 30, 2016
Specific Planning/Fieldwork Deliverables for Review by Contracting Officer’s Representative (COR):	
1. Planning Document(s): The planning	December 15, 2016

Deliverable:	Due to COR:
documents should include the following elements: a. Objective b. Scope c. Methodology d. Assessment of Audit Risk in accordance with GAS e. Identification of audit criteria and audit evidence f. Assessment of Fraud Risks	
2. Audit Program	December 15, 2016
Status Report(s) to COR	Monthly, by the 15th calendar day of each month
Draft Report	By March 1, 2017
Final Report	By March 24, 2017
Exit Conference	By March 30, 2017

1.4 Assumptions

Kearney’s proposed FFP is based on the following assumptions:

- There is one acquisition/contract management process at CPSC and one set of controls
- Contracts included in the scope of the audit are all Firm Fixed Price and IDIQ. Both are subject to the same set of controls
- There is a single homogenous population of contracts included in the scope
- If required, access to any information technology (IT) system will be provided in a timely manner (no greater than five [5] business days after the request is made)
- Access and availability to supporting documentation for the audit will be provided in a timely manner (no greater than five [5] business days after the request is made).