Silk Route Training and Research Organization (SRTRO)

Request for Quotation

Provision of 15 to 20 Rental 4x4 Vehicle for IHSAN Project

<table>
<thead>
<tr>
<th>RFQ Number:</th>
<th>RFQ-IHSAN4-17-001</th>
</tr>
</thead>
<tbody>
<tr>
<td>Start Date:</td>
<td>April 19, 2017</td>
</tr>
<tr>
<td>Close Date:</td>
<td>April 26, 2017</td>
</tr>
</tbody>
</table>

To: Vendors

SRTRO is looking for a transportation company that could provide vehicles 4x4 for the period of 5 months for the IHSAN project in Badakhshan, Badghis, Bamyan, Farah, Ghor, Kabul, Kunar, Nangarhar, Nuristan, Paktia and Samangan provinces. During this contract SRTRO might need additional vehicles for one to 3 months for surveys in Badakhshan, Badghis, Bamyan, Farah, Ghor, Kunar, Nangarhar, Nuristan, Paktia and Samangan provinces. There is a possibility that the rental be extended for up to 45 months.

I. Item Specifications – See Annex 1 for details and specifications.

II. Minimum Eligibility Requirements Vendors

To qualify for this RFQ, all vendors should:

- Hold a valid business license
- Be direct and authorized suppliers of vehicles
- Accept all SRTRO terms and conditions included in Annex 1, and complete the table in Annex 1 of this RFQ.
- Provide vehicles with drivers.
- Be responsible for all the expenses in the provinces.

III. Evaluation Criteria

Vendors whose offer meets the minimum technical specifications established in Section I and II, will be proposed for evaluation and selected on the basis of the lowest price offered. Therefore, please provide your best and final offer.
IV. Submission Requirements

SRTRO is pleased to invite you to submit your sealed quotation for the service described below.

We would appreciate receiving your quotation by 25-April-2017 in hardcopy sent to the addresses below:

Gray Building, Behind Dunya University, Nawad Family, Parwan-e-Se, District 4, Kabul-Afghanistan

Note: Any requests for clarification should be referred to:

Contact Person: Masjedi Ashor
Telephone: 0700286454/0783334080
E-Mail: ashor@srtro.org

Please indicate RFQ-IHSAN4-17-001 in the subject line of the email.

- All Quotations must be signed and stamped by an authorized representative.
- Vendors can submit their prices in their quotation format, but Annex 1 must be filled.
- Quotations must provide a complete address, telephone number and e-mail address (if applicable) of the company.
- Quotations should be submitted in AFN

V. Withholding Tax on Supplier:

Government withholding Tax: Pursuant to Article 72 of Afghanistan Tax law effective March 21, 2009, SRTRO will deduct taxes from the total amount and pay on behalf of the supplier to the Ministry of Finance. In accordance with this requirement, SRTRO shall withhold 2% tax from all gross invoices from vendors under this Agreement with active AISA or Ministry of Commerce License. For vendors without active AISA or Ministry of Commerce license, SRTRO shall withhold seven percent 7% tax as per Article 72 of Afghanistan Tax law.

Disclaimers and Protection Clauses

- may cancel solicitation and not award
- may reject any or all responses received
- Insurance of solicitation does not constitute award commitment by SRTRO
- reserves the right to disqualify any offer based on offeror failure to follow solicitation instructions
- will not compensate offerors for responses to solicitation
- reserves the right to issue award based on initial evaluation of offers without further discussion
may choose to award only part of the activities in the solicitation, or issue multiple awards based on the solicitation activities
reserves the right to waive minor proposal deficiencies that can be corrected prior to award determination to promote competition
will be contacting offerors to confirm contact person, address and that bid was submitted from solicitation

Certification of Independent Price Determination

(a) The offeror certifies that:

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror, including but not limited to subsidiaries or other entities in which offeror has any ownership or other interests, or any competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror, including but not limited to subsidiaries or other entities in which offeror has any ownership or other interests, or any competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated or competitive solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern or individual to submit or not to submit an offer for the purpose of restricting competition or influencing the competitive environment.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory:

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the principals of the offeror in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above;

(ii) As an authorized agent, does certify that the principals of the offeror have not participated, and will not participate, in any action contrary to subparagraphs (a) (1) through (a)(3) Above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) Offeror understands and agrees that:
(1) Violation of this certification will result in immediate disqualification from this solicitation without recourse and may result in disqualification from future solicitations; and

(2) Discovery of any violation after award to the offeror will result in the termination of the award for default.

Annex 1 – Vendor Offer and Business Detail Information:

1. Vendor Information:

<table>
<thead>
<tr>
<th>Vendor name per Business License:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Vendor Address:</td>
<td></td>
</tr>
<tr>
<td>Vendor Contact person and Phone Numbers:</td>
<td></td>
</tr>
<tr>
<td>Vendor email addresses:</td>
<td></td>
</tr>
</tbody>
</table>

2. Items Specifications and Price:

<table>
<thead>
<tr>
<th>S. #:</th>
<th>Description of Items / Services</th>
<th>Make / Model / Year of Vehicle</th>
<th>Unit</th>
<th>Quantity</th>
<th>Unit price in AFN</th>
<th>Total Cost in AFN</th>
<th>Remark</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Provision of 4x4 Vehicle (Model 2000 or above) in the above mentioned provinces. The vehicle must come in a good working conditioning with working ACs, fully functional doors, etc. The vehicle must come with the following:</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>- The vehicle should be in light colors.</td>
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<td></td>
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<td></td>
</tr>
<tr>
<td></td>
<td>- Rope, Tool Kit, folding shovel, one spare litter of oil and hydraulic.</td>
<td></td>
<td></td>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td></td>
<td>- Driver, fuel, maintenance services and other lubricants will be responsibility of the vendor.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Grand Total AFN:
3. Minimum Terms and Conditions

<table>
<thead>
<tr>
<th>No</th>
<th>Description / Question</th>
<th>Response</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Valid Business License and any other government issued</td>
<td>☐ Yes ☐ No</td>
</tr>
<tr>
<td></td>
<td>authorization documents</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Can vender provide the vehicles on demand?</td>
<td>☐ Yes ☐ No</td>
</tr>
<tr>
<td>3</td>
<td><strong>Validity of Bid Price:</strong></td>
<td>☐ 30 Days ☐ 60 Days ☐</td>
</tr>
<tr>
<td></td>
<td>Bid must be valid for at least 30 days. Please choose only</td>
<td></td>
</tr>
<tr>
<td></td>
<td>one checkbox.</td>
<td>☐ 90 Days ☐ Other:</td>
</tr>
<tr>
<td></td>
<td>If other please specify.</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td><strong>Payment Term:</strong> Payment depends on availability of the</td>
<td>☐ Yes ☐ No</td>
</tr>
<tr>
<td></td>
<td>fund after the delivery of service and submission of signed</td>
<td></td>
</tr>
<tr>
<td></td>
<td>invoice. No advance payment is authorized under this</td>
<td></td>
</tr>
<tr>
<td></td>
<td>procurement.</td>
<td></td>
</tr>
</tbody>
</table>

Do you accept these terms and conditions?

Authorized Representative Name (print)  
Authorized Representative Title (print)  
Authorized Representative Signature  
Date:
Annex A:

CERTIFICATION REGARDING TERRORIST FINANCING

By signing and submitting this application, the prospective recipient provides the certification set out below:

1. The Recipient, to the best of its current knowledge, did not provide, within the previous ten years, and will take all reasonable steps to ensure that it does not and will not knowingly provide, material support or resources to any individual or entity that commits, attempts to commit, advocates, facilitates, or participates in terrorist acts, or has committed, attempted to commit, facilitated, or participated in terrorist acts, as that term is defined in paragraph 3.

2. The following steps may enable the Recipient to comply with its obligations under paragraph 1:
   a. Before providing any material support or resources to an individual or entity, the Recipient will verify that the individual or entity does not (i) appear on the master list of Specially Designated Nationals and Blocked Persons, which list is maintained by the U.S. Treasury’s Office of Foreign Assets Control (OFAC) and is available online at OFAC’s website: http://www.treas.gov/offices/eotffc/ofac/sdn/t11sdn.pdf, or (ii) is not included in any supplementary information concerning prohibited individuals or entities that may be provided by USAID to the Recipient.
   b. Before providing any material support or resources to an individual or entity, the Recipient also will verify that the individual or entity has not been designated by the United Nations Security (UNSC) sanctions committee established under UNSC Resolution 1267 (1999) (the “1267 Committee”) [individuals and entities linked to the Taliban, Usama bin Laden, or the Al Qaida Organization]. To determine whether there has been a published designation of an individual or entity by the 1267 Committee, the Recipient should refer to the consolidated list available online at the Committee’s website: http://www.un.org/Docs/sc/committees/1267/1267ListEng.htm.
   c. Before providing any material support or resources to an individual or entity, the Recipient will consider all information about that individual or entity of which it is aware and all public information that is reasonably available to it or of which it should be aware.
   d. The Recipient also will implement reasonable monitoring and oversight procedures to safeguard against assistance being diverted to support terrorist activity.

3. For purposes of this Certification-
   a. “Material support and resources” means currency or monetary instruments or financial securities, financial services, lodging, training, expert advice or assistance, safehouses, false documentation or identification, communications equipment, facilities, weapons, lethal substances, explosives, personnel, transportation, and other physical assets, except medicine or religious materials.”
   b. “Terrorist act” means-
      (i) an act prohibited pursuant to one of the 12 United Nations Conventions and Protocols related to terrorism (see UN terrorism conventions Internet site: http://untreaty.un.org/English/Terrorism.asp); or
      (ii) an act of premeditated, politically motivated violence perpetrated against noncombatant targets by subnational groups or clandestine agents; or
      (iii) any other act intended to cause death or serious bodily injury to a civilian, or to any other person not taking an active part in hostilities in a situation of armed conflict, when the purpose of such act, by its nature or context, is to intimidate a population, or to compel a government or an international organization to do or to abstain from doing any act.
   c. “Entity” means a partnership, association, corporation, or other organization, group or subgroup.
   d. References in this Certification to the provision of material support and resources shall not be deemed to include the furnishing of USAID funds or USAID-financed commodities to the
ultimate beneficiaries of USAID assistance, such as recipients of food, medical care, micro-enterprise loans, shelter, etc., unless the Recipient has reason to believe that one or more of these beneficiaries commits, attempts to commit, advocates, facilitates, or participates in terrorist acts, or has committed, attempted to commit, facilitated or participated in terrorist acts.
e. The Recipient's obligations under paragraph 1 are not applicable to the procurement of goods and/or services by the Recipient that are acquired in the ordinary course of business through contract or purchase, e.g., utilities, rents, office supplies, gasoline, etc., unless the Recipient has reason to believe that a offeror or supplier of such goods and services commits, attempts to commit, advocates, facilitates, or participates in terrorist acts, or has committed, attempted to commit, facilitated or participated in terrorist acts. This Certification is an express term and condition of any agreement issued as a result of this application, and any violation of it shall be grounds for unilateral termination of the agreement by Contractor prior to the end of its term.

Signature: ____________________________________________

Typed Name: __________________________________________

Title: ________________________________________________

Name of Organization: __________________________________

Date: ________________________________________________
Annex B:

CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

The offeror certifies that—

(a) (1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror, including but not limited to subsidiaries or other entities in which offeror has any ownership or other interests, or any competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror, including but not limited to subsidiaries or other entities in which offeror has any ownership or other interests, or any competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated or competitive solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern or individual to submit or not to submit an offer for the purpose of restricting competition or influencing the competitive environment.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory—

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the principals of the offeror in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above;

(ii) As an authorized agent, does certify that the principals of the offeror have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a) (1) through (a) (3) above.

(c) Offeror understands and agrees that --
(1) Violation of this certification will result in immediate disqualification from this solicitation without recourse and may result in disqualification from future solicitations; and

(2) Discovery of any violation after award to the offeror will result in the termination of the award for default.

CERTIFIED BY:

Name of Offeror Organization: ____________________________

Signature of Authorized Official: __________________________

Date: ____________________________

Title: ____________________________

Printed Name: ____________________________
Annex C:

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS -- PRIMARY COVERED TRANSACTIONS

(a) Instructions for Certification

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency’s determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “person,” “primary covered transaction,” “principal,” “proposal,” and “voluntarily excluded,” as used in this clause, have the meaning set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction,” provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily
excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may
decide the methods and frequency by which it determines the eligibility of its principals. Each participant
may, but is not required to, check the Nonprocurement List.

9. Nothing contained in the foregoing shall be construed to require establishment of a system
of records in order to render in good faith the certification required by this clause. The knowledge and
information of a participant is not required to exceed that which is normally possessed by a prudent person in
the ordinary course of business dealing.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in
a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended,
debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other
remedies available to the Federal Government, the department or agency may terminate this transaction for
cause or default.

(b) Certification Regarding Debarment, Suspension, and Other Responsibility Matters--Primary Covered
Transactions

(1) The prospective primary participant certifies to the best of its knowledge and belief, that it
and its principals:

(A) Are not presently debarred, suspended, proposed for debarment, declared ineligible,
or voluntarily excluded from covered transactions by any Federal department or agency;

(B) Have not within a three-year period preceding this proposal been convicted of or
had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with
obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under
a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft,
forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(C) Are not presently indicted for or otherwise criminally or civilly charged by a
governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph
(1)(B) of this certification;

(D) Have not within a three-year period preceding this application/proposal had one or
more public transactions (Federal, State or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the statements in this
certification, such prospective participant shall attach an explanation to this proposal.

Signature: __________________________

Typed Name: _______________________

Title: _____________________________

Name of Organization: _______________

Date: ______________________________
Annex D:

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS (Code of Federal Regulations 22 CFR 208: Government-wide Debarment and Suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants); Appendix B: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions

Instructions for Certification: By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntary excluded, as used in this clause, has the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-Procurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion–Lower Tier Covered Transactions:

(1) The prospective lower tier participant certifies, by submission of this proposal, 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 Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Signature: ________________________________

Typed Name: ______________________________

Title: ______________________________

Name of Organization: ______________________________

Date: ______________________________
Annex E:

CERTIFICATION REGARDING A DRUG-FREE WORKPLACE

(a) Definitions. As used in this provision,

"Controlled substance" means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C 812) and as further defined in regulation at 21 CFR 1308.11-1308.15.

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession or use of any controlled substance.

"Drug-free workplace" means the site(s) for the performance of work done by the Contractor in connection with a specific contract at which employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

"Employee" means an employee of a Contractor directly engages in the performance of work under a Government contract. Directly engaged is defined to include all direct cost employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.

"Individual" means an offeror/contractor that has no more than one employee including the offeror/contractor.

(b) By submission of its offer, the offeror, if other than an individual, who is making an offer that equals or exceeds $25,000, certifies and agrees, that with respect to all employees of the offeror to be employed under a contract resulting from this solicitation, it will - no later than 30 calendar days after contract award (unless a longer period is agreed to in writing), for contracts of 30 calendar days of more performance duration; or as soon as possible for contracts of less than 30 calendar days performance duration, but in any case, by a date prior to when performance is expected to be completed--

(1) Publish a statement notifying such employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

a. Establish an ongoing drug-free awareness program to inform such employees about-

(i) The dangers of drug abuse in the workplace;

(ii) The Contractor's policy of maintaining a drug-free workplace;
(iii) Any available drug counseling, rehabilitation, and employee assistance programs; and

(iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

b. Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph (b) (1) of this provision;

(4) Notify such employees in writing in the statement required by subparagraph (b) (1) of this provision that, as a condition of continued employment on the contract resulting from this solicitation, the employee will -

(i) Abide by the terms of the statement; and

(ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 calendar days after such conviction;

(5) Notify the Contracting Officer in writing within 10 calendar days after receiving notice under subdivision (b)(4)(ii) of this provision, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee; and

(6) Within 30 calendar days after receiving notice under subdivision (b)(4)(ii) of this provision of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:

(i) Take appropriate personnel action against such employee, up to and including termination; or

(ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.

(7) Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs (b)(1) through (b)(6) of this provision.

(c) By submission of its offer, the offeror, if an individual who is making an offer of any dollar value, certifies and agrees that the offeror will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in the performance of the contract resulting from this solicitation.

(d) Failure of the offeror to provide the certification required by paragraph (b) or (c) of this provision, renders the offeror unqualified and ineligible for award. (See FAR 9.104-1(g) and 19.602-1(a)(2)(i).)
(e) In addition to other remedies available to the Government, the certification in paragraphs (b) or (c) of this provision concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

Signature: ________________________________________

Typed Name: ________________________________________

Title: ______________________________________________

Name of Organization: ________________________________

Date: ______________________________________________
Annex F:

CERTIFICATION OF NATIONALITY OF SUPPLIER OF COMMODITIES AND SERVICES
(22CFR228.12)

The suppliers of all commodities and services financed with federal program funds appropriated under the Foreign Assistance Act of 1961, as amended, shall:

(a) If an individual, except as provided in §228.15, be a citizen or lawful permanent resident (or equivalent immigration status to live and work on a continuing basis) of a country in Code 937 (or other principal geographic procurement code designated in an implementing instrument),

(b) If an organization,

(1) Be incorporated or legally organized under the laws of a country in Code 937 (or other principal geographic procurement code designated in an implementing instrument);

(2) Must be operating as a going concern in a country in Code 935 and either

(3) Be managed by a governing body, the majority of whom are citizens or lawful permanent residents (or equivalent immigration status to live and work on a continuing basis) of countries in Code 935, or

(4) Employ citizens or lawful permanent residents (or equivalent immigration status to live and work on a continuing basis) of a country in Code 935 in more than half its permanent full-time positions and more than half of its principal management positions.

Offeror understands and agrees that --

(1) Violation of this certification will result in immediate disqualification from this solicitation without recourse and may result in disqualification from future solicitations; and

(2) Discovery of any violation after award to the offeror will result in the termination of the award for default.

CERTIFIED BY:

Name of Offeror Organization: __________________________

Signature of Authorized Official: __________________________

Date: __________________________ Title: __________________________

Printed Name: __________________________